



**PURCHASING ITEM  
FOR  
COUNCIL AGENDA**

**1. Agenda Item Number:**

**42**

**2. Council Meeting Date:**

December 13, 2007

**TO: MAYOR & COUNCIL**

**3. Date Prepared:** November 9, 2007

**THROUGH: CITY MANAGER**

**4. Requesting Department:** Municipal Utilities

**5. SUBJECT:** Award contract MU8-910-2484 for Janitorial Services to Jewels Enterprise LLC in an amount of \$49,488.

**6. RECOMMENDATION:** Recommend award of Janitorial Service Contract No. MU8-910-2484 to Jewels Enterprise LLC in an amount of \$49,488.

**7. HISTORICAL BACKGROUND/DISCUSSION:** The City is required to contract for Janitorial Services for the Municipal Utilities Department. The facilities included in this contract are the Water Treatment Plant, Water Quality, Airport Wastewater Reclamation Facility, Water Distribution, Wastewater Collection, Water Production, Municipal Utilities Administration, Reverse Osmosis Plant, and Solid Waste facilities.

**8. EVALUATION PROCESS:** On September 14, 2007 the City issued bid MU8-910-2484 for Janitorial Services. The bid was advertised and all registered vendors were notified. The City received 11 responses from outside contractors and one from the Management Services Building and Facilities Division. City staff was unable to verify references on the low bidder and one was deemed non-responsive. After reviewing the responses and checking the required references, Jewels Enterprise LLC was deemed the most responsive, responsible bidder. The following is a summary of bids received:

<u>Vendor</u>	<u>Total Annual Price</u>
S. Sarkissian	\$44,340
Jewels Enterprise LLC	\$49,488
DPX	\$54,564
BioJanitorial	\$67,014
Service Performance	\$71,220
ISS Facility Service	\$72,444
Upright Janitorial	\$76,572
AYS Facilities Maintenance	\$126,186
Lyons Cleaning	\$144,888
Landcorp Property Maintenance	\$202,956
DMS Facility Services	non-responsive
City of Chandler Building & Facilities	\$94,286

**9. FINANCIAL IMPLICATIONS:**

Cost	\$49,488
Savings	N/A
Long Term Costs	N/A

**Funding Source:**

<u>Account No.</u>	<u>Fund Name</u>	<u>Program Name</u>	<u>CIP Funded</u>	<u>Amount</u>
605.3830.0000.5410	Water Operating	Building & Grounds R&M	N/A	\$ 8,376
605.3850.0000.5410	Water Operating	Building & Grounds R&M	N/A	\$ 3,924
615.3960.0000.5219	Wastewater Operating	Other Prof./Contract Svcs.	N/A	\$ 7,656
605.3800.0000.5410	Water Operating	Building & Grounds R&M	N/A	\$ 5,520
615.3900.0000.5410	Wastewater Operating	Building & Grounds R&M	N/A	\$ 5,088
605.3860.0000.5410	Water Operating	Building & Grounds R&M	N/A	\$ 5,148
605.3840.0000.5410	Water Operating	Building & Grounds R&M	N/A	\$ 5,136
616.3930.0000.5219	Wastewater Industrial Treatment	Other Prof./Contract Svcs.	N/A	\$ 2,124
625.3700.0000.5410	Solid Waste Operating	Building & Grounds R&M	N/A	<u>\$ 6,516</u>
<b>Total</b>				<b>\$49,488</b>

**10. PROPOSED MOTION:** Move to award Janitorial Service Contract No. MU8-910-2484 to Jewels Enterprise LLC in an amount of \$49,488.

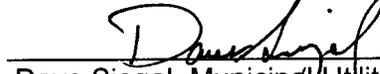
**ATTACHMENTS:** Contract

**APPROVALS**

**11. Requesting Department**

  
Lexie D. Rosenfield, Sr. Management Assistant

**12. Department Head**

  
Dave Siegel, Municipal Utilities Director

**13. Procurement Officer**

  
Sharon Brause, CPPB

**14. City Manager**

  
W. Mark Pentz

**CITY OF CHANDLER SERVICES AGREEMENT  
JANITORIAL SERVICE - VARIOUS LOCATIONS  
CONTRACT No.: MU8-910-2484**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2007, by and between the City of Chandler, a Municipal Corporation of the State of Arizona, hereinafter referred to as "CITY", and **JEWELS ENTERPRISE, LLC**, a Corporation of the State of Arizona, 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. CONTRACT ADMINISTRATOR:**

**1.1. CONTRACT ADMINISTRATOR.** CONTRACTOR shall act under the authority and approval of the Procurement Officer /designee (Contract Administrator), to provide the services required by this Agreement.

**1.2. Key Staff.** This Contract 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 Contract without prior written approval by CITY.

**1.3. Subcontractors.** During the performance of the Agreement, CONTRACTOR may engage such additional SUBCONTRACTORS 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.

**2. SCOPE OF WORK:** CONTRACTOR shall provide janitorial service for various Municipal Utilities Department facilities all as more specifically set forth in the Scope of Work, labeled Exhibit A, attached hereto and made a part hereof by reference and as set forth in the Scope of Work and details included therein.

**2.1. Non-Discrimination.** The CONTRACTOR shall comply with State Executive Order No. 99-4 and all other 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 contract.

**2.3. Advertising, Publishing and Promotion of Contract.** The CONTRACTOR shall not use, advertise or promote information for commercial benefit concerning this Contract 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.

**3. ACCEPTANCE AND DOCUMENTATION:** Each task shall be reviewed and approved by the Contract 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 Contract for a period of five years after the completion of the Contract.

- 3.2. Audit.** At any time during the term of this Contract 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 Contract or Subcontract. Upon request, the CONTRACTOR shall produce a legible copy of any or all such records.
- 4. PRICE:** CITY shall pay to CONTRACTOR an amount not to exceed Sixty Thousand Dollars (\$60,000) 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.
- 4.1. Taxes.** CONTRACTOR shall be solely responsible for any and all tax obligations, which may result out of the CONTRACTOR'S performance of this Agreement. The CITY shall have no obligation to pay any amounts for taxes, of any type, incurred by the CONTRACTOR.
- 4.2. Tax Credits or Exemptions.** When equipment, materials or supplies generally taxable to CONTRACTOR are eligible for a tax exemption due to the nature of the work, CONTRACTOR shall assist the City in applying for and obtaining such tax credits and exemptions, which shall be paid or credited to the City.
- 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.
- 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.
- 5. TERM:** The term of the Contract is one year (1), commencing on the 1<sup>st</sup> day of January, 2008 and terminating on December 31, 2008 unless sooner terminated in accordance with the provisions herein. CITY reserves the right, by mutual agreement, to extend the Contract for up to (4) additional terms of one year each.
- 6. CITY'S CONTRACTUAL REMEDIES:**
- 6.1. 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 Contract, the Contract 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 Contract in addition to any other rights and remedies provided by law or this Contract.
- 6.2. 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 Contract 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.
- 6.3.** 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 Contract Administrator shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- 6.4. Non-exclusive Remedies.** The rights and the remedies of the City under this Contract are not exclusive.

- 6.5. Nonconforming Tender.** Services and materials supplied under this Contract shall fully comply with Contract requirements and specifications. Services or materials that do not fully comply constitute a breach of contract.
- 6.6. 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 Contract, including expenses to complete the work and other costs and damages incurred by CITY.
- 7. TERMINATION:**
- 7.1. 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** shall determine the percentage of work performed for 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.
- 7.2. Termination for Cause.** CITY may, upon written notice, terminate this Agreement for CONTRACTOR'S failure to comply with the terms of this Agreement.
- 7.3. Cancellation for Conflict of Interest.** Pursuant to A.R.S. § 38-511, CITY may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the City is or becomes at any time while this Contract or an extension of this Contract is in effect, an employee of or a consultant to any other party to this Contract. The cancellation shall be effective when the CONTRACTOR receives written notice of the cancellation unless the notice specifies a later time.
- 7.4. Gratuities.** CITY may, by written notice, terminate this Contract, 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 Contract, an amendment to this Contract, or favorable treatment concerning this Contract, including the making of any determination or decision about contract 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.
- 7.5. Suspension or Debarment.** CITY may, by written notice to the CONTRACTOR, immediately terminate this Contract 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 a contract shall attest that the CONTRACTOR is not currently suspended or debarred. If CONTRACTOR becomes suspended or debarred, CONTRACTOR shall immediately notify CITY.
- 7.6. Continuation of Performance Through Termination.** The CONTRACTOR shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.
- 7.7. No Waiver.** Either party's failure to insist on strict performance of any term or condition of the Contract 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. **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.
9. **ALTERNATE DISPUTE RESOLUTION:** Notwithstanding anything to the contrary provided elsewhere in the Contract documents, the alternate dispute resolution (ADR) process provided herein shall be the exclusive means for resolution of claims or disputes and other matters in question between the City and the CONTRACTOR arising out of, or relating to the Contract documents, interpretation of the Contract, or the performance of or the breach by any party thereto, including but not limited to, original claims or disputes asserted as cross claims, counterclaims, third party claims or claims for indemnity or subrogation, in any threatened or ongoing litigation or arbitration with third parties, if such disputes involve parties to contracts containing this ADR provision.
- 9.1. **Notice.** CONTRACTOR shall submit written notice of any claim or dispute to the Contract Administrator within thirty (30) days of the occurrence, event or disputed response from CITY for immediate resolution pursuant to these provisions. Each claim or dispute shall be submitted and resolved as it occurs and not postponed until the end of the Contract nor lumped together with other pending claims.
- 9.2. **Forfeiture.** Failure to submit a notice of any claim, dispute, or other issue within such thirty (30) days shall constitute CONTRACTOR'S forfeiture of its right to dispute the issue, raise the claim or make the request and shall also constitute CONTRACTOR'S agreement and acceptance of the CITY'S position.
- 9.3. **CITY Response.** The Contract Administrator will provide to CONTRACTOR a written response to any claim, request for clarification or dispute on or before thirty (30) days from receipt of CONTRACTOR'S written claim.
- 9.4. **Appeal.** If CONTRACTOR disagrees with the response of the Contract Administrator, within fifteen days of the date of the response by the Contract Administrator, CONTRACTOR shall file with the Contract Administrator, written notice of appeal. The Contract Administrator shall provide copies of all relevant information concerning the Contract and claim or dispute to the Assistant Management Services Director who will determine the appeal. The Assistant Management Services Director may request additional information from either party, may hold an informal informational hearing or may make the determination based on the information provided. The Assistant Management Services Director shall make a final determination of the appeal and provide written notice to CONTRACTOR within sixty (60) days from the date of CONTRACTOR'S written notice of appeal.
- 9.5. **Arbitration.** If CONTRACTOR is not satisfied with the determination of the Assistant Management Services Director, the following binding arbitration procedure shall serve as the exclusive method to resolve all unresolved disputes. If CONTRACTOR chooses not to accept the decision of the Assistant Management Services Director, CONTRACTOR shall notify the Contract Administrator in writing within ten (10) business days of receipt of the Assistant Management Services Director's decision of a request for arbitration. The CONTRACTOR shall post a cash bond with the Arbitrator in the amount of \$5,000, or a greater amount as determined by the Arbitrator, that will defray the cost of the arbitration as set forth in paragraph M, Fees and Costs, and proceeds from said bond shall be allocated in accordance with said paragraph by the Arbitrator.
- A. **Arbitration Panel:** The Arbitration Panel shall consist of the arbitrators selected by the parties involved in the dispute, (i.e., CITY will select one arbitrator, CONTRACTOR will select one arbitrator, and any other CONTRACTOR who has a contract with the CITY which contains this ADR provision and is a party to the same dispute will also select an arbitrator), and the foregoing arbitrators shall select a neutral Arbitrator who will hear the matter and make a final determination, as set forth herein.
- B. **Expedited Hearing:** The parties have structured this procedure with the goal of providing for the prompt and efficient resolution of all disputes falling within the purview of this ADR process. To that end, any party can petition the Arbitrator to set an expedited hearing if circumstances justify it. The

Arbitrator shall contact the parties and schedule the arbitration at the earliest possible date. In any event, the hearing of any dispute not expedited will commence as soon as practical, but in no event later than sixty (60) days after notification of request for arbitration having been submitted. This deadline can be extended only with the consent of all the parties to the dispute, or by decision of the Arbitrator upon a showing of emergency circumstances.

- C. **Procedure:** The Arbitrator shall conduct the hearing that will resolve disputes in a prompt, cost efficient manner giving due regard to the rights of all parties. Each party shall supply to the Arbitrator a written pre-hearing statement, which shall contain a brief statement of the nature of the claim or defense, a list of witnesses and exhibits, a brief description of the subject matter of the testimony of each witness who will be called to testify, and an estimate as to the length of time that will be required for the arbitration hearing. The Arbitrator shall determine the nature and scope of discovery, if any, and the manner of presentation of relevant evidence consistent with the deadlines provided herein, and the parties' objective that disputes be resolved in a prompt and efficient manner. No discovery may be had of privileged materials or information. The Arbitrator, upon proper application, shall issue such orders as may be necessary and permissible under law to protect confidential, proprietary, or sensitive materials or information from public disclosure or other misuse. Any party may make application to the Maricopa County Superior Court to have a protective order entered as may be appropriate to conform to such orders of the Arbitrator.
- D. **Hearing Days:** To effectuate the parties' goals, the hearing once commenced, will proceed from business day to business day until concluded, absent a showing of emergency circumstances.
- E. **Award:** The Arbitrator shall within ten (10) days from the conclusion of any hearing issue its award. The award shall include an allocation of fees and costs pursuant to the Binding Arbitration Procedure paragraph herein. Any award providing for deferred payment shall include interest at the rate of ten (10%) percent per annum. The award is to be rendered in accordance with the Contract and the laws of the State of Arizona.
- F. **Scope of Award:** The Arbitrator shall be without authority to award punitive damages, and any such punitive damage award shall be void. The Arbitrator shall also be without authority to issue an award against any individual party in excess of \$500,000, exclusive of interest, arbitration fees, costs, and attorney's fees. If an award is made against any individual party in excess of \$50,000, exclusive of interest, arbitration fees, costs and attorneys' fees, it must be supported by written findings of fact, conclusions of law and statement as to how damages were calculated.
- G. **Jurisdiction:** The Arbitrator shall not be bound for jurisdictional purposes by the amount asserted in any party's claim, but shall conduct a preliminary hearing into the question of jurisdiction upon application of any party at the earliest convenient time, but not later than the commencement of the arbitration hearing.
- H. **Entry of Judgment:** Any party can make application to the Maricopa County Superior Court for confirmation of any award and for entry of judgment on it.
- I. **Severance and Joinder:** To reduce the possibility of inconsistent adjudications, the Arbitrator, may at the request of any party, join and/or sever parties, and/or claims arising under other contracts containing this ADR provision, and the Arbitrator may, on his own authority, join or sever parties and/or claims subject to this ADR process as they deem necessary for a just resolution of the dispute, consistent with the parties' goal of the prompt and efficient resolution of disputes. Nothing herein shall create the right by any party to assert claims against another party not recognized under the substantive law applicable to the dispute. The Arbitrator is not authorized to join to the proceeding parties not in privity with the CITY.
- J. **Appeal:** Any party may appeal errors of law by the Arbitrator if, but only if, the errors arise in an award in excess of \$100,000; the exercise by the Arbitrator of any powers contrary to or inconsistent with the Contract; or any of the grounds provided in A.R.S. 12-1512. Appeals shall be to the Maricopa County Superior Court within fifteen (15) days of entry of the award. The standard of review in such cases

shall be that applicable to the consideration of a motion for judgment notwithstanding the verdict, and the Maricopa County Superior Court shall have the authority to confirm, vacate, modify or remand an award appealed under this section.

K. **Uniform Arbitration Act:** Except as otherwise provided herein, binding arbitration pursued under this provision shall be governed by the Uniform Arbitration Act as enacted in Arizona in A.R.S. 12-1501, et. seq.

L. **Fees and Costs:** Each party shall bear its own fees and costs in connection with any informal hearing before the Assistant Management Services Director. All fees and costs associated with any arbitration before the Arbitrator, including without limitation, the Arbitrator's fees, the prevailing party's attorneys' fees, expert witness fees and costs, will be paid by the non-prevailing party, except as provided for herein. The determination of prevailing and non-prevailing parties, and the appropriate allocation of fees and costs, will be included in the award by the Arbitrator.

M. **Equitable Litigation:** Notwithstanding any other provision of ADR to the contrary, any party may petition the Maricopa County Superior Court for interim equitable relief as necessary to preserve the status quo and prevent immediate and irreparable harm to a party or to ongoing work pending resolution of a dispute pursuant to ADR provided for herein. No court may order any permanent injunctive relief except as may be necessary to enforce an order or award entered by the Arbitrator. The fees and costs incurred in connection with any such equitable proceeding shall be determined and assessed in ADR.

10. **INDEMNIFICATION:** To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless the City of Chandler, its Mayor and Council, appointed boards and commissions, officials, officers, employees individually and collectively; from and against all losses, claims, suits, actions, payments and judgments, demands, expenses, damages, including consequential damages and loss of productivity, attorney's fees, defense costs, or actions of any kind and nature relating to, arising out of, or alleged to have resulted from CONTRACTOR'S work or services. CONTRACTOR'S duty to defend, hold harmless and indemnify the City of Chandler, its Mayor and Council, appointed boards and commissions, officials, officers, employees shall arise in connection with any claim or amounts arising or recovered under Worker Compensation Laws, damage, loss or expenses relating to, arising out of or alleged to have resulted from any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of CONTRACTOR, anyone directly or indirectly employed by them or anyone for whose acts CONTRACTOR may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including the City of Chandler. IT IS THE INTENTION OF THE PARTIES to this contract that the City of Chandler, its Mayor and Council, appointed boards and commissions, officials, officers, employees, individually and collectively, are to be indemnified against their own negligence unless and except their negligence is found to be the sole cause of the injury to persons or damages to property. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

## 11. **INSURANCE:**

### 11.1. **Insurance Representations and Requirements:**

A. CONTRACTOR, at its own expense, shall purchase and maintain insurance of the types and amounts required in this section, with companies possessing a current A.M. Best, Inc. rating of B++6, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to CITY.

B. Policies written on a "Claims made" basis are not acceptable without written permission from the City's Risk Manager.

C. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement is satisfactorily completed and formally

accepted. Failure to do so may, at the sole discretion of CITY, constitute a material breach of this Agreement and may result in termination of this contract.

- D. If any of the insurance policies are not renewed prior to expiration, payments to the CONTRACTOR may be withheld until these requirements have been met, or at the option of the City, the City may pay the Renewal Premium and withhold such payments from any monies due the CONTRACTOR.
- E. All insurance policies, except Workers' Compensation required by this Agreement, and self-insured retention or deductible portions, shall name, to the fullest extent permitted by law for claims arising out of the performance of this contract, the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insureds.
- F. CONTRACTOR'S insurance shall be primary insurance over any insurance available to the CITY and as to any claims resulting from this contract, it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the described insurance.
- G. The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against CITY, its agents, representatives, officers, directors, officials and employees for any claims arising out of CONTRACTOR'S acts, errors, mistakes, omissions, work or service.
- H. The insurance policies may provide coverage, which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall be assumed by and be for the account of, and at the sole risk of CONTRACTOR. CONTRACTOR shall be solely responsible for the deductible and/or self-insured retention. The amounts of any self-insured retentions shall be noted on the Certificate of Insurance. CITY, at its option, may require CONTRACTOR to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit. Self-insured retentions (SIR) in excess of \$25,000 will only be accepted with the permission of the Management Services Director/Designee.
- I. All policies and certificates shall contain an endorsement providing that the coverage afforded under such policies shall not be reduced, canceled or allowed to expire until at least thirty (30) days prior written notice has been given to CITY.
- J. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the CONTRACTOR with reasonable promptness in accordance with the CONTRACTOR'S information and belief.
- K. In the event that claims in excess of the insured amounts provided herein, are filed by reason of any operations under this contract, the amount of excess of such claims, or any portion thereof, may be withheld from payment due or to become due the CONTRACTOR until such time as the CONTRACTOR shall furnish such additional security covering such claims as may be determined by the CITY.

#### **11.2. Proof of Insurance – Certificates of Insurance**

- A. Prior to commencing work or services under this Agreement, CONTRACTOR shall furnish to CITY Certificates of Insurance, issued by CONTRACTOR'S insurer(s), as evidence that policies providing the required coverage's, conditions and limits required by this Agreement are in full force and effect and obtain from the City's Risk Management Division approval of such Certificates.
- B. If a policy does expire during the life of this Agreement, a renewal certificate must be sent to the City of Chandler five (5) days prior to the expiration date.
- C. All Certificates of Insurance shall identify the policies in effect on behalf of CONTRACTOR, their policy period(s), and limits of liability. Each Certificate shall include the job site and project number and title.

Coverage shown on the Certificate of Insurance must coincide with the requirements in the text of the contract documents. Information required to be on the certificate of Insurance may be typed on the reverse of the Certificate and countersigned by an authorized representative of the insurance company.

- D. REQUIRED CITY reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. CITY shall not be obligated, however, to review same or to advise CONTRACTOR of any deficiencies in such policies and endorsements, and such receipt shall not relieve CONTRACTOR from, or be deemed a waiver of CITY'S right to insist on, strict fulfillment of CONTRACTOR'S obligations under this Agreement.

### **11.3. Coverage**

- A. Such insurance shall protect CONTRACTOR from claims set forth below which may arise out of or result from the operations of CONTRACTOR under this Contract and for which CONTRACTOR may be legally liable, whether such operations be by the CONTRACTOR or by a SUBCONTRACTOR by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Coverage under the policy will be at least as broad as Insurance Services Office, Inc., policy form CG00011093 or equivalent thereof, including but not limited to severability of interest and waiver of subrogation clauses.
- B. Claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
- C. Claims for damages because of bodily injury, occupational sickness or disease, or death of the CONTRACTOR'S employees;
- D. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the CONTRACTOR'S employees;
- E. Claims for damages insured by usual personal injury liability coverage;
- F. Claims for damages, other than to Work itself, because of injury to or destruction of tangible property, including loss of use resulting there from;
- G. Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; Coverage will be at least as broad as Insurance Service Office, Inc., coverage Code "I" "any auto" policy form CA00011293 or equivalent thereof.
- H. Claims for bodily injury or property damage arising out of completed operations;
- I. Claims involving contractual liability insurance applicable to the CONTRACTOR'S obligations under the Indemnification Agreement;
- J. Claims for injury or damages in connection with one's professional services;
- K. Claims involving construction projects while they are in progress. Such insurance shall include coverage for loading and off loading hazards. If any hazardous material, as defined by any local, state or federal authorities are to be transported, MCS 90 endorsement shall be included.

### **11.4. Commercial General Liability - Minimum Coverage Limits.**

The Commercial General Liability insurance required herein shall be written for not less than \$500,000 limits of liability or ten percent (10%) of the Contract Price, whichever coverage is greater. Any combination between general liability and excess general liability alone amounting to a minimum of \$1,000,000 per occurrence (or 10% per occurrence) and an aggregate of \$2,000,000 (or 20% whichever is greater) in coverage will be acceptable. The Commercial General Liability additional insured endorsement shall be as broad as the Insurance Services, Inc's (ISO) Additional Insured, Form

B, CG 20101001, and shall include coverage for CONTRACTOR'S operations and products, and completed operations.

**11.5. General Liability - Minimum Coverage Limits**

The General Liability insurance required herein, including, Comprehensive Form, Premises-Operations, Explosion and Collapse, Underground Hazard, Products/Completed Operations, Contractual Insurance, Broad Form Property Damage, Independent CONTRACTORS, and Personal Injury shall be written for Bodily Injury and Property Damage Combined shall be written for not less than \$1,000,000 or 10% of the contract cost and with a \$2,000,000 aggregate.

**11.6. Automobile Liability**

CONTRACTOR shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any owned, hired, and non-owned vehicles assigned to or used in performance of the CONTRACTOR'S work. Coverage shall be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof).

**11.7. Worker's Compensation and Employer's Liability**

CONTRACTOR shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over CONTRACTOR'S employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease coverage for each employee, and \$1,000,000 disease policy limit.

In case any work is subcontracted, CONTRACTOR will require the SUBCONTRACTOR to provide Workers' Compensation and Employer's Liability to at least the same extent as required of CONTRACTOR.

**12. 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	
Contract Administrator:	<u>Procurement Officer</u>
Contact:	<u>Sharon Brause</u>
Mailing Address:	<u>PO Box 4008 - MS 901</u>
Physical Address:	<u>249 E. Chicago St.</u>
City, State, Zip	<u>Chandler, AZ 85244</u>
Phone:	<u>(480) 782-2407</u>
FAX:	<u>(480) 782-2410</u>

In the case of the CONTRACTOR	
Firm Name:	<u>Jewels Enterprise LLC</u>
Contact:	<u>Ethan Gumm</u>
Address:	<u>15922 S Coral Rd</u>
City, State, Zip	<u>Arizona City, AZ 85223</u>
Phone:	<u>1-520-446-6457</u>
FAX:	<u>N/A</u>

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.

**13. CONFLICT OF INTEREST:**

**13.1. 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.

- 13.2. Kickback Termination.** CITY may cancel any contract or 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).
- 13.3. 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.
- 14. GENERAL TERMS:**
- 14.1 Entire Agreement.** This Agreement, including Exhibits A and B 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.
- 14.2 Arizona Law.** This Agreement shall be governed and interpreted according to the laws of the State of Arizona.
- 14.3 Assignment:** Services covered by this Agreement shall not be assigned in whole or in part without the prior written consent of the CITY.
- 14.4 Amendments.** The Contract may be modified only through a written Contract Amendment executed by authorized persons for both parties. Changes to the Contract, 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 Contract. Any such changes, including unauthorized written Contract Amendments shall be void and without effect, and the CONTRACTOR shall not be entitled to any claim under this Contract based on such changes.
- 14.5 Independent CONTRACTOR.** The CONTRACTOR under this Contract is an independent CONTRACTOR. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 14.6 No Parole Evidence.** This Contract 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.

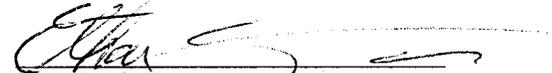
**14.7 Authority:** Each party hereby warrants and represents that it has full power and authority to enter into and perform this Agreement, and that the person signing on behalf of each has been properly authorized and empowered to enter this Agreement. Each party further acknowledges that it has read 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 \_\_\_\_\_ 2007.

FOR THE CITY OF CHANDLER

FOR THE CONTRACTOR

\_\_\_\_\_  
MAYOR

By:   
Signature

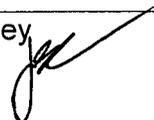
ATTEST:

ATTEST: If Corporation

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

\_\_\_\_\_  
Secretary

Approved as to form:

\_\_\_\_\_  
City Attorney 

SEAL

**EXHIBIT A  
SCOPE OF WORK  
Bid No. MU8-910-2484**

CONTRACTOR shall provide complete janitorial services as described below at the following locations:

- 1) **Water Treatment Plant, 1475 E. Pecos Rd., Chandler, AZ**  
Square Footage: Approximately 8,000 (office and work space). The facility is operated seven (7) days a week, 24 hours per day. \*Additional square footage will be added in the near future.
- 2) **Water Quality, 1475 E. Pecos Rd., Chandler**  
Square Footage: Approximately 3,000 (Laboratory).
- 3) **Water Distribution Bldg "K", 975 E. Armstrong Way, Chandler, AZ**  
Square Footage: Approximately 5,300 (office and workspace).
- 4) **Wastewater Collections Bldg "J", 975 E. Armstrong Way, Chandler, AZ**  
Square Footage: Approximately 5,300 (office and work space).
- 5) **Municipal Utilities Administration Bldg "L", 975 E. Armstrong Way, Chandler, AZ** Square Footage: Approximately 5,300 (office and workspace).
- 6) **Water Production Facilities, Bldg "O", 975 E. Armstrong Way, Chandler, AZ**  
Square Footage: Approximately 5,300 (office and workspace).
- 7) **Airport Wastewater Reclamation Facility, 905 E. Queen Creek Rd., Chandler, AZ.** Square footage of building is 6,043.
- 8) **Airport Wastewater Reclamation Maintenance Bldg, 905 E. Queen Creek Rd., Chandler, AZ.** Square footage of building is 1,000.
- 9) **Reverse Osmosis Plant, 3737 S. Old Price Rd., Chandler, AZ.** Square Footage: Approximately 1,800.
- 10) **Solid Wastewater Bldg, 955 E. Queen Creek Rd., Chandler, AZ.** Square footage of building is 6,100.

All locations will require service five (5) days a week. CONTRACTOR shall be responsible for all aspects and shall provide all equipment and supplies necessary to comply with the requirements listed below. All work shall be performed in a workmanlike manner and up to the highest standards of the industry. It is expressly understood by CONTRACTOR that the intent of this contract is to supply complete janitorial service for the buildings listed above.

The Laboratory in the Water Treatment Plant Building shall also be included as part of this contract. The Laboratory shall only require WET MOPPING. The counters tops are not to be cleaned. Cosmetic appearance is included in the contract (i.e., trash removal, cleaning of windows).

The Control Room, Vestibule, and Computer Equipment Room, in the Water Treatment Plant building, shall only require damp mopping. The counter tops are not to be cleaned. Cosmetic appearance is included in the contract (i.e., trash removal, cleaning of windows).

#### **PERFORMANCE STANDARDS**

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.

**CITY staff, as well as residents, are on premises 24-hours in some locations and therefore CONTRACTOR employees shall keep music at a minimum at all facilities at all times.**

CONTRACTOR employees shall be equipped with the necessary equipment to carry out the cleaning as specified. This equipment shall be available and in possession of the employee at all times while carrying out his/her duties.

**I. FLOOR REACH DUSTING**

General - unless otherwise noted, dusting shall be performed and on the days noted for cleaning of each building in the approved plans.

**A. Types of Dust Cloths:**

1. Treated disposable cloth is required for use, because it does not leave lint like a woven laundered cloth. Treated cloth shall be stored in a covered metal container.
2. Never use treated cloth either wet or damp to clean telephones, computers, etc., as it will leave an oily residue.
3. For removing finger marks from desk tops and other surfaces, use a damp untreated cloth. Use a dry cloth for occasional dusting on other furniture.

**B. Procedure:**

1. Top (horizontal) dusting consists of removing dust from the tops of desks, tables, display areas, filing cabinets, window ledges, window blinds, credenzas, etc.
  - a. Cleaning of desk tops – CONTRACTOR's employee shall leave a note on the desk top for the CITY employee stating when the desk top will be cleaned and that the CITY employee needs to remove all papers and personal items if they desire the desk top cleaned. If the CITY employee does not comply, the desktop does not have to be cleaned.
  - b. Desk drawer fronts shall be cleaned when necessary.
2. High dusting consists of overall or thorough dusting and removal of cobwebs from furniture, building equipment, pictures, door frames, panel walls, partition tops, vents, light fixture and lens, etc.
3. Low dusting shall consist of overall or thorough dusting of all chair and table legs and rungs, baseboards, moldings and other low reach areas.

**C. Precautions:**

1. CONTRACTOR shall never shake dust mop on carpeted areas.
2. Any defective, broken or loose objects, or hazardous conditions observed while dusting should be reported immediately to the CITY employee, as designated by the Contract Administrator.

**II. FLOOR SWEEPING AND CARPET MAINTENANCE**

General - Unless otherwise noted, sweeping and carpet maintenance (vacuuming, etc.) shall be performed on all areas on the days noted for cleaning for each building in the approved plans. All areas shall include offices, hallways, lobbies, walkways, entrances, classrooms, restrooms, etc. Sweeping and carpet maintenance shall be performed daily on all carpeted areas. As areas are changed from carpeting to tile or tile to carpeting, plans shall be changed accordingly. CONTRACTOR shall be responsible for minor

furniture moving and furniture moving associated with achieving maintenance standards to spot clean, vacuum, shampoo, etc.

- A. Sweeping shall be performed daily on stairways, sidewalks and entrances.
- B. Walk-off mats located at entrances/exits shall be cleaned. Dirt, dust and other soiling materials shall be removed from all mats. All dirt and dust deposits underneath the mats shall be completely removed and cleaned before the mats are replaced.
- C. Stairways shall be inspected and debris removed to prevent slip hazards, i.e.- candy wrappers, cigarette butts, paper clips or other debris. Stairways shall be mopped daily to remove spills, stains and to maintain a clean appearance. Report any recommended or needed repairs to the CITY representative.
- D. Sweep, damp mop and vacuum lobbies, public offices, etc., to maintain a consistently clean appearance.
- E. Sweeping and damp mopping of smooth floors, i.e.- resilient coverings, ceramic tile, terrazzo or smooth concrete, consists of sweeping the surface daily with a treated dust mop and mopping.
- F. **Carpets shall be vacuumed daily.** All spots shall be removed daily. Spot cleaning with approved spotter of carpets shall be used to maintain a clean appearance. On heavy traffic areas where soil occurs, carpet shall be cleaned often enough, so that the entire carpet area presents a clean and uniform appearance.

### III. FLOOR MOPPING AND SCRUBBING

General - Unless otherwise noted, mopping and scrubbing shall be performed daily on all tile areas on the days noted for cleaning for each building in the approved plans. All areas shall include hallways, lobbies, walkways, stairs, entrances, classrooms, offices, etc. CONTRACTOR shall be responsible for minor furniture moving and furniture moving associated with achieving maintenance standards to spot clean, vacuum, shampoo, etc.

- A. Damp mopping shall be performed daily for care of terrazzo, tile or resilient wood, rubber and computer tile floor coverings. Caution signs shall be posted at all access points during damp mopping. CONTRACTOR shall provide all caution signs.
- B. Wet mopping removes medium soil from the floors. All furniture should be removed before starting, and caution signs shall be posted at all access points. Black marks on floors may require additional scrubbing with an abrasive pad. Care shall be taken to avoid getting any water or cleaning solution into electrical outlets or floor moldings, as service failure may result. Remove splash marks from walls, doors, baseboards, etc.  
  
**Note:** The Laboratory shall be wet mopped only.
- C. Scrubbing procedures utilize a floor machine instead of a mop. Care shall be exercised to avoid hitting walls, doors, equipment and other items with the floor machine. Caution signs shall be posted at all access points.
- D. Safety Procedures:
  - 1. "CAUTION WET FLOOR" signs shall be posted at all access points during mopping operations, and the contractor shall block off the area being cleaned.
  - 2. Mop handles should always be controlled so that they will not strike telephone equipment, furniture, overhead light fixtures or ceilings.

#### **IV. FLOOR WAXING**

General - Unless otherwise noted, once a week, polishing shall be performed on all tile floor areas. These areas shall include classrooms, offices, multi-purpose rooms, stairs, break rooms, hallways, lobbies, walkways, entrances, etc. Once every two weeks, polishing shall be performed in all other tile areas. Also, once every four (4) months, stripping and waxing of the entire floor areas that require waxing shall be performed unless otherwise noted. Floor waxing shall be performed during normal work hours (7pm to 7am). Floors shall be ready for daily traffic by the end of the normal work hours described above. CONTRACTOR shall be responsible for minor furniture moving and furniture moving associated with achieving maintenance standards to spot clean, vacuum, shampoo, etc.

- A. When waxing resilient floor coverings, care shall be taken to assure maximum resistance to slipping. At least two (2) coats of sealer and four to six (4-6) coats of wax shall be applied to surfaces.
- B. To avoid a wax build-up, only the first coat of wax shall be applied over the entire floor. Additional coats shall be applied within four (4) to six (6) inches away from the walls, partitions, files and other permanently placed objects.
- C. The following measures shall be taken to minimize the possibility of slip-and-fall accidents on waxed floors:
  - 1. Keep floors clean and dry.
  - 2. Keep floors well waxed using non-skid wax and maintain adequate coatings in traffic lanes.
  - 3. Uniform coatings shall be maintained over the entire floor, except as noted in Paragraph IV.B above. The use of different types of coatings having different coefficients of friction should be avoided on the same floor.
  - 4. Floors given an application of wax shall be thoroughly dry before allowing traffic use.
  - 5. Periodic polishing of floors will increase slip resistance.
- D. Maintenance and routine care procedures for floor preparation, application of floor wax and polishing methods shall be outlined by the contractor and submitted to the City for approval.

#### **V. HARD FLOORS**

General - Unless otherwise noted, hard floors maintenance frequency shall be as described in Section IV. CONTRACTOR shall be responsible for minor furniture moving and furniture moving associated with achieving maintenance standards to spot clean, vacuum, shampoo, etc. CONTRACTOR shall provide a trained, qualified floor crew for stripping and refinishing tiled and/or hard surface flooring.

The main types of hard floors are terrazzo, wood, resilient tile, rubberized tile and computer tile. These floors are sensitive to acids and may cause permanent damage to the surface if this type of product is used.

#### **VI. RESTROOM MAINTENANCE**

General - Unless otherwise noted, restroom maintenance as described in items A-D below shall be performed on the days noted for cleaning for each building in the approved plans.

- A. Restrooms shall be maintained both for appearance and sanitation.
- B. Routines for cleaning shall include the following operations:

1. Maintain dispensers for soap, tissue, seat covers, paper towels, tampons and mini pads. Fill all soap, tissue, seat cover, paper towel, tampon and mini pad dispensers on a daily basis. CONTRACTOR shall remove coins as necessary. Note: If there already exist dispensers, replacement of those is not necessary. However, CONTRACTOR shall be responsible for replacing if the existing dispenser fails. This applies to all dispensers that the contractor shall be responsible for. The CITY will provide hand towels, toilet tissue, hand soaps, toilet seat covers, and sanitary napkins on an "as needed" basis.
  2. Empty waste daily and reline containers. Inside containers shall be emptied into appropriate outside bins.
  3. Empty and reline sanitary napkin containers daily.
  4. Clean and sanitize toilet bowls and urinals daily, including floors around the outside and bottoms.
  5. Clean and sanitize lavatories daily.
  6. Clean and sanitize stall partitions, handles, dispensers, doors, mirrors, chrome trim daily.
  7. Clean and sanitize all showers daily.
  8. Sweep and mop floors, showers and baseboards with clean mop and disinfectant and wet scrub all restroom floors and all showers with floor machine every thirty (30) days.
  9. De-scale bathrooms and all showers every thirty (30) days.
- C. Always post a caution sign when floors are being cleaned. Wedge the door open as a signal to CITY employees that the restroom is being cleaned.
- D. Cleaning Requirements:
1. Toilet bowls and urinals
    - a. scrub flush holes under the rim
    - b. scrub inside the bowl down to and including the trap
    - c. wash the seat top and bottom; leave seat up
    - d. wash outside of bowl
    - e. check and clean accumulation under the edge
    - f. wipe side of partition and walls by urinals
  2. Lavatories
    - a. clean the inside of basins with scouring powder, do not use scouring powder in stainless steel sinks or drinking fountains
    - b. rinse thoroughly and dry with utility cloth
    - c. wash the underside of fixtures
  3. Metal fixtures and mirrors
    - a. Wash and wipe dry all metal fixtures, including doorknobs, mirror frames, soap dispensers, kick plates, etc.
    - b. Wash and wipe dry stall partitions and walls around toilet areas, including handles with a neutral cleaner. Grout joints shall be scrubbed with a soft bristle brush. Cleaning solution shall be rinsed off and walls shall be dried to a high luster, free from streaks and soap film.
    - c. Spot clean all wall light switches.

#### E. Restroom Sanitation

General - Unless otherwise noted, once a month, restroom sanitation shall be performed as follows:

1. Remove uric acid scale, mineral and organic accumulation from the inside of toilet bowls, urinals, flush holes, traps and pipes leading to or from the fixture.
2. Provide a hygienic cleaning of the outside surfaces of fixtures, including mounting bolts, hinges, flush tanks, reservoirs and toilet seats.
3. Apply a germicidal spray to inhibit growth of mold, mildew and to reduce bacterial contamination.
4. Install and maintain an automatic air freshener to neutralize transient odors. Note: if there are already existing dispensers, replacement of those is not necessary. However, contractor shall be responsible for replacing if the existing dispenser fails.
5. All chemicals used must be approved by U.S.D.A. and O.S.H.A. and M.S.D.S. (Material Safety Data Sheets) shall be maintained at each site. CONTRACTOR shall maintain and provide the CITY Custodial Supervisor or Superintendent with a complete copy of all MSDS sheets in a three ring binder. This shall be given to the CITY Custodial Supervisor or Superintendent prior to commencing work and shall be updated by the CONTRACTOR as necessary.

#### VII. TRASH DISPOSAL

General - Unless otherwise noted, trash disposal shall be performed on the days noted for cleaning for each building in the approved plans.

- A. Not all refuse in CITY buildings is considered trash. To be considered as "trash", items, waste or debris must have been placed in approved trash containers such as wastebaskets, or be clearly marked as "trash".
- B. Oily rags, treated cloths or any combustibles must be stored in an airtight metal container until disposed of.
- C. Trash shall be placed in covered metal trash containers outside buildings.
- D. Trash shall not be stacked in hallways or by exit doors.
- E. Trash shall not be left in any elevator used by tenants. Trash shall be put on the elevator and taken immediately to a designated area.
- F. Never leave trash on carpet or tile area.

#### VIII. GENERAL OFFICE CLEANING

General - Unless otherwise noted, general office cleaning shall be performed on the days noted for cleaning for each building in the approved plans. CONTRACTOR shall be responsible for minor furniture moving and furniture moving associated with achieving maintenance standards to spot clean, vacuum, shampoo, etc.

**Note:** The Laboratory shall be wet mopped only. The counter tops are not to be cleaned.

- A. All CITY buildings are designated as non-smoking buildings. Sand urns are located outside of the entrances and exits. The CONTRACTOR shall clean cigarette sand urns and replace sand as needed.

- B. All wastebaskets shall be emptied daily, wiped down if they are dirty or stained and relined.
- C. Desks and furniture shall be spot cleaned to remove finger marks, etc.
- D. Spot clean light switches, walls, partitions and doors (including glass and sidelights) to keep clean and free of finger marks, smudges, dirt and smears.
- E. Clean, disinfect, and polish drinking fountains, removing all water residue from top, mouthpiece and sides.
- F. In kitchen and break areas, daily, all sinks shall be cleaned and counters wiped off, floors shall be swept and damp mopped, carpets shall be vacuumed and spot cleaned.
- G. In classrooms, meeting rooms and offices, all sinks, cabinet areas, chalkboards, whiteboards, etc., shall be cleaned daily.
- H. All ceiling air discharge and return AC/heat vents shall be cleaned every sixty (60) days.
- I. All ceiling light fixtures are to be dusted and lens kept clean and free of bugs, etc.
- J. All carpet areas shall be vacuumed daily.
- K. All tile areas shall be swept and mopped daily.
- L. The kitchen area, including all sinks, stove tops, outside of cabinets, appliances, counter tops, and table tops, shall be cleaned daily. Floors shall be swept and wet mopped. When cleaning, chairs shall not be stored on tabletops.
- M. CITY staff shall not to be disturbed by CONTRACTOR employees if they are in the lunchroom area.

#### **IX. WINDOW CLEANING**

Glass is clean when all glass surfaces are without streaks, film, deposits and stains, and has a uniformly bright appearance and adjacent surfaces have been wiped clean.

The exterior and interior windows of entrances and lobbies shall be **spot cleaned daily**.

At contract start and from that point forward once every thirty (30) days all exterior and interior of windows shall be cleaned.

#### **X. EMERGENCY CALL OUT**

CONTRACTOR shall provide emergency janitorial services to the CITY as requested by the Contract Administrator/designee. The CITY shall notify the CONTRACTOR when emergency services are required and the CONTRACTOR shall provide the necessary personnel and equipment within thirty (30) minutes of the time of the request. CONTRACTOR shall provide emergency telephone numbers to the Contract Administrator/designee where emergency requests can be made 24-hours a day, seven days a week. CONTRACTOR shall determine the number and type of personnel required to adequately respond to the emergency call out. CONTRACTOR shall be paid only for the time onsite during emergency call outs, except that minimum billing shall be one hour. Partial hours after one hour will be paid in fifteen minute increments.

The hourly rate per CONTRACTOR employee as listed on Exhibit B shall be the only compensation given to the CONTRACTOR for any personnel or equipment required to provide this service. If the Contract

Administrator/designee determines that this work is required, the CONTRACTOR shall accomplish the work and payment will be made based on the prices set forth in Exhibit B for emergency work.

## **XI. ADDITIONAL CALL FOR SERVICE**

In the event that other custodial services, in addition to or separate from the services specified herein, may be deemed necessary by the Contract Administrator/designee, the CONTRACTOR may be requested to perform the additional or special service. The CONTRACTOR will be reimbursed by the City on the basis of the hourly labor rate specified by the CONTRACTOR on Exhibit B of this contract, plus the cost of the materials needed for additional cleaning service.

## **XII. EQUIPMENT**

CONTRACTOR shall provide the cleaning equipment specified in this section. The cleaning equipment and product specifications and standards of performance listed shall be considered as the minimum cleaning equipment and product specifications and standard of performance required to perform acceptable services at the facilities listed. It is the CITY's intention to require the CONTRACTOR to use cleaning materials that conform to the specifications listed herein. If, in the opinion of the CITY, the CONTRACTOR's cleaning materials are not providing the service level desired, the CONTRACTOR shall be required to utilize a product determined by the CITY.

The CITY will provide hand towels, toilet tissue, hand soaps, toilet seat covers, and sanitary napkins as needed. CONTRACTOR shall fill dispensers.

All items noted herein shall be maintained in a safe, serviceable and clean condition at all times.

### **1. Lighter Duty Cleaning Equipment:**

CONTRACTOR shall supply and maintain the following items and supplies for each building services:

- a. Large waste collection barrel(s) and supply-carrying bag(s) must be mobile (on wheels).
- b. Short-handled, small dust mop(s), for low and high dusting.
- c. Clean cloths.
- d. Hand-sized cellulose sponges.
- e. Plastic spray bottle(s) with glass cleaner.
- f. Plastic spray bottle(s) with detergent solution, carpet spotter.
- g. Radiator brush(es) for dusting hard-to-get and rough surfaces.
- h. Stainless steel polish in a plastic container.
- i. One-quart plastic bottle of lotion-type cleanser.
- j. Putty knife with one-inch wide blade.
- k. Plastic liners for waste receptacles (disposable), sizes suitable for various sized containers.
- l. Variety of scrubbing brushes.
- m. Bowl mop for restroom cleaning.

### **2. Routine Floor Care Equipment:**

- a. Plastic dust pan(s).
- b. Small broom with 36-inch handle.
- c. Mopping outfit, should be dual bucket with mop press.
- d. Spray-buff solution in spray bottle.
- e. 24-inch swivel dust mop.
- f. Putty knife and/or long-handle scraper.
- g. 4-foot dust mop for large open areas.
- h. Spray-buff pads.
- i. 19" Floor machine with driving block.

- j. Safety, wet floor signs, free standing, yellow, plastic.
- k. Rayon mop head to mop and apply wax and sealer (no cotton mop head).

3. Routine Carpet Care Equipment:

- a. Carpet shampoo machines (dry type).
- b. Bissell floor sweepers or equal.
- c. Pile-lifter carpet vacuum sweeper. (Vacuum to include attachments for upholstery, furniture, etc.)
- d. Spray bottle with spot-cleaning solution and brush.
- e. 12 gallon, wet dry vacuum.

**XIII. CHEMICALS**

All chemicals used must be approved by USDA and OSHA. Material Safety Data Sheets (MSDS) shall be maintained at each site. The CITY reserves the right to request the CONTRACTOR to discontinue use of any product. The discontinued product shall be replaced with an acceptable product. It is the CITY's intention to require the CONTRACTOR to use cleaning materials that conform to the specifications listed herein. If, in the opinion of the CITY, the CONTRACTOR's cleaning materials are not providing the service level desired, the CONTRACTOR shall be required to utilize a product determined by the CITY.

CONTRACTOR shall furnish any and all cleaners, disinfectants, waxes, wax stripping materials, silica sand, deodorant bars for toilets and urinals, and any other products required to provide the cleaning services specified.

Rim Toilet Bowl Cleaner	Oil Base Stainless Steel Cleaner
Promine Plus	3M Spot Lifter
Carpet Cleaner Spin Bright	Gum Off aerosol
Metered Air Freshener	Squirt on Deodorizer
Host Shampoo	Zip Strip
Bleach	One Coat Wax
Can Lysol	Acrathane Sealer
Liquid Lysol	Pumice Scouring Bar
Dust Mop Treatment	Vandal Spray Aerosol
Glass Cleaner with Ammonia	Clean A Way
Dazzle Floor Cleaner	DeSolvit
Aerosol Furniture Polish	Roppe Safety Glaze
Cotton White Rags	Roppe Sealer
Roppe Wax	Roppe Fast Off Striper
Escape Deodorizer	Ajax/Comet with bleach

CONTRACTOR shall fill dispensers and provide the plastic wastebasket liners.

**XIV. OTHER SUPPLIES**

CONTRACTOR shall provide plastic wastebasket liners.

The CITY will provide hand towels, toilet tissue, liquid hand soaps, toilet seat covers, and sanitary napkins as needed.

**XIIV. SERVICE REQUIREMENTS**

From start of contract forward all services shall be performed in accordance with time frequencies listed below for the various services. The CITY may revise this schedule throughout the contract period:

1. Daily Service:

- a. Dust mop all tile floors and sweep all concrete floors using a treated sweep cloth.
- b. Spot mop where needed to remove spillage or grime.
- c. Vacuum entire carpeted area (wall to wall). Includes under and around all furniture. Spot clean all carpets and rugs, where needed.
- d. Spot wax and buff traffic areas to maintain a clean appearance.
- e. Sweep all exterior entrances, stoops and stairs.
- f. Clean side glass and entry way doors/windows.
- g. Spot clean all interior glass/frames, glass panels.
- h. Stairways and landings shall be swept and handrails dusted or damp wiped.
- i. Restroom floors shall be swept then wet mopped, fixtures shall be cleaned, sanitized and polished. All splash marks from restroom walls shall be washed. Soap, toilet paper, towel dispensers, toilet seat covers, and sanitary napkins shall be kept filled. Supplies shall be provided by the CITY as needed.
- j. Trash receptacles shall be emptied in designated areas and kept in sanitary condition. Spot clean and replace liners as required. Empty the trash receptacles located outside building.
- k. Ash trays shall be emptied and washed.
- l. Chairs, desks, tables, file cabinets and other office furniture shall be dusted and/or damp wiped.
- m. Drinking fountains shall be clean and sanitized.
- n. Wash basins in the Fleets shop area to be cleaned daily.
- o. Smudge marks shall be removed from all walls, doors and windows.
- p. Janitorial closets shall be kept in a neat and safe fashion.
- q. Wet mop all concrete floors and wet mop and spray buff all tile floors.
- r. The patio and sidewalk areas located in the back of the Water Distribution and Wastewater Collection buildings shall be rinsed down with a water hose, trash containers emptied, and liners replaced.

2. Weekly Service:

- a. Clean and polish all entrance way metal work.
- b. Spot clean wall area around light switches and doorways.
- c. Dust with treated cloth all window frames, sills, ledges and pictures.
- d. Hand clean, as necessary, areas that cannot be machine cleaned or polished.
- e. Dust baseboards and doors.
- f. Wash waste receptacles.
- g. Clean thresholds and entrance mats.
- h. Clean and vacuum chairs and sofas.
- i. Wash courtyard windows (interior and exterior) Water Treatment Bldg. 1475 E. Pecos.
- j. Clean custodian closet/storage areas, restocking supplies and equipment.
- k. Ensure all walls, ceilings, fixtures, and corners are free of cobwebs.
- l. Contractor will meet with the each facilities designated representative to discuss performance.

3. Service Every Thirty (30) Days:

- a. Walls, glass partitions, woodwork (including doors and trim) shall be cleaned. For clarification purposes, areas shall be spot cleaned.
- b. Carpet in Buildings J, K, I, and Wastewater Reclamation (hall mats), 905 E. Queen Creek RD,
- c. If necessary, floors shall be spray buffed or waxed once a month.
- d. All windows shall be cleaned inside and outside.

4. Service Every Sixty (60) Days:

- a. All solid and glass doors, connecting metal work (i.e.- louvers, rails, etc.) shall be cleaned.
- b. All vents and air diffusers (both supply and return) shall be cleaned.

5. Service Every Ninety (90) Days:

- a. All blinds shall be dusted and vacuumed.
  - b. All light fixtures shall be dusted.
  - c. Carpet shall be shampooed in buildings A, L, and Water Treatment/Water Quality, 1475 E. Pecos.
6. Service Every One-Hundred Twenty (120) Days:
- a. Vinyl floors shall be stripped, mopped, sealer applied and two (2) coats of acrylic seal plus three (3) to four (4) coats of wax. Frequency may be changed as needed as determined by facility representative and contractor. Confirm date and time for service with each building contact person.
  - b. All furniture shall be cleaned and polished.
  - c. All light lenses and/or diffusers shall be cleaned.
  - d. Apply a coat of concrete sealer to all quarry tile floors.

ADDITIONAL REQUIREMENTS

A. MATERIAL SAFETY DATA SHEETS

Prior to commencing work, the CONTRACTOR shall provide Material Safety Data Sheets (MSDS) that comply with OSHA Title 29, section 1910.2000 for all chemicals intended for use in any CITY facility. All chemicals used must be approved by USDA and OSHA and MSDS (Material Safety Data Sheets) shall be maintained at each site. The CONTRACTOR shall maintain and provide the City Custodial Supervisor or Superintendent with a complete copy of all MSDS sheets in a three ring binder. This shall be given to the City Custodial Supervisor or Superintendent prior to commencing work and shall be updated by the CONTRACTOR as necessary. If new chemicals products are introduced or new CONTRACTOR employees are hired, the CONTRACTOR shall be responsible for reviewing the MSDS with CONTRACTOR employees and ensure that all CONTRACTOR employees understand and are trained in the safe use of all materials.

B. SAFETY

- 1. The CONTRACTOR shall be familiar with and operate within the guidelines set forth by the Occupational Safety and Health Act.
- 2. For all operations requiring the placement and movement of the CONTRACTOR's equipment, CONTRACTOR shall observe and exercise, and compel his employees to observe and exercise, all necessary caution and discretion, so as to avoid injury to persons, damage to property or any and all kinds, and annoyance to or undue interference with the movement of the public and CITY personnel.
- 3. All ladder, scaffolding, or other devices used to reach the surface or object not otherwise accessible, shall be of sound construction, firm and stable, and shall be maintained in good condition. All such equipment shall be moved onto the areas in such manner as to provide maximum safety to persons and property and cause the least possible interference with the normal usage of such areas by the public and CITY personnel.
- 4. CONTRACTOR shall notify building representatives immediately of any occurrence or conditions that interfere with the full performance of the contract.

C. SUPPLY STORAGE

- 1. CONTRACTOR may store supplies, materials and equipment in storage areas on the CITY facility premises designated by the building representatives. CONTRACTOR agrees to keep his portion of this storage area in accordance with all applicable fire regulations. The use of CITY storage facilities will be on a space available basis and subject to the approval of the facility representative.

2. Supplies shall be stored on shelving in designated areas and shall be clearly identified on the container as to content. No unidentified items may be in storage areas. Storage of all hazardous materials shall comply with all Federal, State and Local laws and regulations.
3. All cleaning materials, scouring powders, etc. shall be stored below eye level to prevent the accidental spilling into the eyes or face. Heavy items shall be stored on lower shelved.
4. No material or equipment shall be stored or temporarily placed in restrooms or other spaces open to the public.

D. FLOOR MACHINES AND VACUUMS

1. All electrically powered machines and portable tools must be equipped with a three-wire cord and grounded plugs or shall be of the double insulated type. All extension cords must be three-wire cord with grounded plugs. Test monthly to assure that the grounding wire is functioning.
2. Floor machines, vacuums and brutes must have rubber bumper guards in place and in good condition on the brush base and motor head unit. These machines should not be equipped with automatic locking handles.
3. Electrical cords should be protected from accidental damage. Friction or electrical tape shall not be used to cover splices, nicks or plug ends. Defective cords shall be replaced.
4. All machines shall be plugged into empty wall outlets. Never unplug any device connected to an electrical outlet.
5. When damage occurs to a machine that might impair its safety of operation, the machine must not be used until properly repaired. Such machines must carry warning signs saying that the machine is damaged and not to be used, and shall be removed from CITY property until properly repaired or replaced.
6. Machines should never be left plugged in or unattended in halls, stairways, landings or any location used as passageways. Exits, elevators and emergency exits should be kept clear at all times.

E. LIGHT BULB REPLACEMENT

The CITY Divisions are responsible for replacing their Division's burnt out lights, etc. CONTRACTOR employees shall make a note to the Building Contact person, page 41, paragraph P, as to the location of burnt out lights.

F. SUPPLIES SAFETY AND HANDLING

1. Rubber gloves shall be worn when handling any solution that warns of skin irritation. All materials must be stored and identified as to content so that proper precautions may be taken. All solutions shall be labeled.
2. Safety shoes are required and shall be worn by all CONTRACTOR 's employees when performing duties on CITY property. The CITY shall not provide safety shoes for the CONTRACTOR 's employees.
3. Eye protection shall be worn when using any acid-based product, such as bowl cleaner. Follow all warning labels and take steps necessary for safe use of all products. All CONTRACTOR employees shall be instructed on proper use of all products used in the performance of their duties on CITY property.
4. Class I flammable liquids (gasoline, benzene, naphtha, alcohol, turps and sub-turps) shall not be stored in any CITY buildings or on CITY property, janitor closet or office buildings.

G. WORK OPERATIONS

1. Stairwells, walkways, elevators and landing must never be used for storing equipment, supplies or debris. All combustible materials must be stored in covered metal containers and disposed of daily.
2. First-aid containers shall be available to all CONTRACTOR employees when in building. First aid containers shall be provided and maintained by the CONTRACTOR, and shall be kept in each of the janitor closets.
3. Fire equipment shall be explained to all contract employees.
4. The CITY Safety Compliance Officer shall inspect all custodial closets for compliance.

#### H. BUILDING SECURITY

The CONTRACTOR shall be fully responsible for maintaining security on the premises while performing the services required.

1. All entrance doors shall be locked after hours. This includes interior doors connecting rooms regularly open to the public and includes restricted quarters.
2. CONTRACTOR 's employees entering or leaving the building after hours shall make sure the doors are locked at all times. They shall be alert upon entering and leaving buildings to ensure that no unauthorized persons are waiting to gain access to the building. Doors shall not be unlocked for anyone at any time or for any reason while cleaning buildings. Upon leaving the building after completing the required cleaning, the contractor shall turn out all of the lights and make sure the doors are locked.
3. Other than employees of the CONTRACTOR or CITY and/or authorized personnel, no person(s) shall be allowed on CITY premises or in CITY buildings. During work hours, friends or relatives of the employee of the CONTRACTOR are not to be allowed in the buildings.
4. CONTRACTOR employee(s) shall not disturb papers on desks, open drawers or cabinets, use telephones or tamper with personal property.
5. Janitor closet doors and storage rooms shall be locked at all times. The CONTRACTOR shall be responsible for turning the lights off in these areas when leaving.
6. CONTRACTOR shall obtain appropriate fidelity bonding for all CONTRACTOR employees performing work under any resultant contract.

#### I. KEY CHARGE

CONTRACTOR shall be required to sign for each key issued to them. If a CONTRACTOR loses a key, they will be required to pay \$25.00 each 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 of \$100.00 for each lock will be made. The charges will be deducted from monthly payments made to the CONTRACTOR.

#### J. EMPLOYEE IDENTIFICATION AND BUILDING ACCESS

1. Identification badges and a uniform shirt or vest bearing the CONTRACTOR 's name and/or logo shall be furnished by the CONTRACTOR and worn by all CONTRACTOR 's employees while on CITY's premises. The badge shall have the CONTRACTOR's employees picture, name, signature. CONTRACTOR 's employees may not leave the premises during work hours except in cases of emergency. Access to designated areas is forbidden by CONTRACTOR 's employees. Restricted areas shall be designated by the building representative. All doors shall be locked and all lights shall be turned out upon completion of cleaning.

2. Only authorized CONTRACTOR employees are allowed on the premises of the CITY buildings. CONTRACTOR employees are not to be accompanied in their work areas by acquaintances, family members, assistants or any other person unless said person is an authorized CONTRACTOR employee, subcontractor or agent.
3. 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 the Contract Administrator, Purchasing Office, Mail Stop 901, P.O. Box 4008, Chandler, AZ 85224-4008, **prior to** effectiveness of change. Background checks, pursuant to paragraph J.4. shall be required **prior to** award of contract
4. 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 the contractor's expense, and shall include, but may not be limited to, background checks, criminal history checks, and verification of citizenship.
5. Theft by CONTRACTOR 's employees shall result in termination of that CONTRACTOR employee from CITY work. The CONTRACTOR shall be responsible for cost of replacement.

K. EMERGENCY PROCEDURES AND EVACUATION PLAN

1. Emergency Telephone Numbers: A list of emergency telephone numbers shall be maintained at the work locations by the CONTRACTOR and will include the 911 emergency number for police/fire emergencies.
2. Evacuation Plan: It is the CONTRACTOR's responsibility to ensure that CONTRACTOR employees and subcontractors are familiar with and understand the basic fire evacuation procedures outlined in the "Fire Evacuation Plan" included herein. A copy of the plan shall be provided by the CONTRACTOR to all employees and subcontractors. The CONTRACTOR agrees to cooperate and participate in any evacuation drill that may be conducted by the CITY.

L. INSPECTION

1. The CONTRACTOR shall provide on-site, full time supervision and appropriate training to assure competent performance of the work. The CONTRACTOR or his authorized agent will make sufficient daily routine inspections to insure that the work is being performed as required by this Contract. CONTRACTOR 's supervisors 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 supervisory personnel.
2. 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 lead representative 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.

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.

3. The CITY's building representative(s) and the CONTRACTOR shall make a weekly or more frequent work quality and performance inspection. The time and place shall be designated by the CITY. If the work inspection reveals service deficiencies in either the special daily service, daily service or weekly service, these deficiencies must be corrected within four (4) hours. All other service deficiencies shall be corrected through a schedule established by the CITY. Failure to correct the noted deficiencies within the required

time frame shall give the CITY due cause to use the remedies outlined in the "Workmanship" paragraph and/or the "Callback/Performance Default" paragraphs.

4. Any and all problems and/or complaints of a minor nature, or similar isolated incidences, may be handled directly between the CONTRACTOR's supervisor and CITY representative. A summary of the incident and resolution shall be contained in the report.

M. CALLBACK/PERFORMANCE DEFAULT

The CITY reserves the right to call the CONTRACTOR back at any time to correct any deficiencies or damage without cost to the CITY.

The CONTRACTOR shall be available twenty-four (24) hours a day, seven (7) days a week. CONTRACTOR must supply a telephone number where they can be contacted and must call back within sixty (60) minutes of original call or work shall be completed as indicated herein, with expense deducted as described herein.

If any scheduled work is omitted or not satisfactorily completed according to the scheduled frequency, the contractor may be required to complete or redo the work unless the omitted or unsatisfactory work cannot, in the CITY's sole opinion, be rescheduled. The CITY representative will decide all questions that may arise as to the quality of acceptability of and work performed under this contract. If, in the opinion of the CITY representative, performance becomes unsatisfactory, the CITY shall notify the CONTRACTOR. The CONTRACTOR will have four (4) hours from that time to initiate corrective action. If any specific instances or unsatisfactory performance is not corrected within the time specified, the CITY shall have the immediate right to complete the work to its satisfaction, through use of CITY employees or outside CONTRACTOR(s) as deemed necessary and shall deduct the amount necessary to recover from any balances due or to become due the CONTRACTOR. Repeated incident of unsatisfactory performance shall result in a recommendation for termination, for default, by the CITY.

If the CITY required the contractor to remedy work that has been rated as deficient, the contractor shall do so at no additional cost to the CITY and within the time frame deemed reasonable by the CITY.

Failure to remedy a deficiency within the time frame identified by the CITY shall be a default of the contract. Any contract default gives the CITY cause to have the necessary work performed by CITY employees or other means, and to deduct the cost as described in the "Payment" section. Contract defaults shall be handled as outlined in the "Cancellation" section of the Special Terms and Conditions.

N. PROTECTION AND DAMAGE

The CONTRACTOR shall take all precautions necessary for the protection against injury of all persons engaged at the site in the performance of the contract. The contractor shall observe all pertinent safety practices and comply with any applicable safety regulation. The CONTRACTOR shall, without additional expense to the CITY, be responsible for damages to persons or property that occur as a result of carelessness or negligence in connection with the completion of the work. The CONTRACTOR shall be responsible for proper care and protection of persons and property while work is being performed. Breakage or loss of office equipment or other property including that of a CITY employee, which may occur in or about the building as a result of the contractor's operations or of the actions of agents, subcontractors or employees shall be made good by the CONTRACTOR at contractor's expense.

A nightly report, verbal, will be made to CITY representatives outlining any damage, vandalism or broken windows by description and location.

All cases of vandalism shall be reported to the CITY when discovered and the CITY shall determine the course of action to be taken.

CONTRACTOR shall be allowed job-related use of CITY telephone service at no cost to the CONTRACTOR. CONTRACTOR shall pay the cost or repair damage caused by CONTRACTOR to the telephone equipment over and above normal wear and tear. No toll charges shall be allowed by CONTRACTOR's employees. Any resultant charges shall be reimbursed to CITY by CONTRACTOR.

O. WORK HOURS

The CITY facility representative shall stipulate the allowable hours for custodial services and frequency of scheduled work. The CONTRACTOR shall submit in writing a detailed time and manpower schedule for all required work in compliance with the established work schedule. The work shall be performed so as not to inconvenience or interfere with the CITY's operation. The CITY shall reserve the right to make any changes in the necessary schedule, which are in the best interest of the CITY.

**Unless otherwise noted, custodial services required in this contract shall be performed between the hours of 7:00 P.M. and 7:00 A.M.**

The CONTRACTOR hereby agrees that any of its employees who may be assigned to the CITY buildings to satisfy CONTRACTOR's obligations under this contract, shall be used exclusively for the purpose during the hours which they are working in areas covered by this contract and shall perform no other custodial work at the CITY facilities.

The CONTRACTOR shall provide a trained, qualified floor crew for stripping and refinishing tiled and/or hard surface flooring. All floor stripping and refinishing shall be done during the hours of 6:30 P.M. through 2:00 A.M., Monday through Saturday, holidays excluded.

P. CONTACTS FOR EACH FACILITY AS DESIGNATED BY THE CITY:

Water Treatment Plant, 1475 E. Pecos Rd., Marcy Magee, phone (480) 782-3661  
Water Quality, 1475 E. Pecos Rd., Libby Stressman, phone (480) 782-3660  
Water Distribution Bldg "K", 975 E. Armstrong Way, Lynn Yaquinto, (480) 782-3701  
Wastewater Collections Bldg "J", 975 E. Armstrong Way, Barb Duffy, phone (480) 782-3601  
Administration, Bldg "L", 975 E. Armstrong Way, Kathy Townsend, phone (480) 782-3580  
Water Production Fac., Bldg "O", 975 E. Armstrong Way, Lynn Yaquinto, phone (480) 782-3631  
Airport Water Reclamation, 905 E. Queen Creek Rd., Kim Durning, phone (480) 782-3720  
Wastewater Reclamation Maintenance Bldg, 905 E. Queen Creek Rd, Kim Durning, phone (480) 782-3720  
Reverse Osmosis Plant, 3737 S. Old Price Rd., Ron Feathers, phone (480) 782-3621  
Solid Waste Bldg., 955 E Queen Creek Rd, Kathy Calvey, phone (480) 782-3517

29. DRIVER'S LICENSE

Employees driving the CONTRACTOR's vehicles shall at all times possess and carry a valid Vehicle Operator's license issued by the State of Arizona.

30. QUALITY CONTROL

The CONTRACTOR shall establish a complete quality control program to assure the requirements of the contract are provided as specified. One copy of the CONTRACTOR's quality control program shall be provided to the CITY for approval within ten (10) days after receiving the Notice of Award. The CITY will approve or disapprove the CONTRACTOR's program within ten (10) working days of submittal. The CONTRACTOR **MUST** have an approved program before work starts. The program shall include but not be limited to the following:

1. Weekly Schedule of Performance.
2. Performance Requirements Summary Report: This report shall provide such information so as to ensure compliance of quality control standards. The CONTRACTOR shall submit, to the CITY, the

format that the CONTRACTOR intends to use for approval. Upon approval of the CONTRACTOR's format, the CONTRACTOR shall submit Performance Requirement Summary Report on a weekly basis. Any vandalism shall be reported within two (2) hours after it is noted and vandalism report form submitted.

The CITY will provide the CONTRACTOR with a schedule for daily maintenance of all areas, specifying when each area will be maintained and no changes to the schedule shall be made without prior approval of the CITY. The CONTRACTOR shall be required to initial each area each day to ensure contract compliance.

31. QUALITY ASSURANCE

Representatives from each Division will monitor the CONTRACTOR's performance by periodic inspection using the Technical Specifications section of this contract as a guide. In the event a contract deficiency exists, and after having been notified of the deficiency, the CONTRACTOR shall be required to explain in writing, why the performance was unacceptable, how performance will be returned to acceptable levels, and how reoccurrence of the problem will be prevented in the future. The CONTRACTOR will not be paid for services not rendered in accordance with the standards set forth in this contract, notwithstanding that the CONTRACTOR is required to rework services that were unsatisfactorily performed.

When necessary, the CONTRACTOR shall be required to attend monthly meeting to discuss issues or other relevant information. The contract may also be required to submit administrative reports if necessary.

**EXHIBIT B  
PRICING**

The CONTRACTOR shall provide invoices reflecting work completed. The CITY shall pay the CONTRACTOR as set forth herein. Payment will be made monthly on the basis of invoices submitted or as agreed to in this contract. The CONTRACTOR shall indicate on the invoices the location or areas the charge has been applied to.

CONTRACTOR's performance will be evaluated monthly for satisfactory service. If the performance for any required service is unsatisfactory and poor performance is clearly the fault of the CONTRACTOR, an amount of money equal to the service value will be withheld. Anytime the CONTRACTOR's performance is unsatisfactory, payment will be withheld until CONTRACTOR's performance is satisfactory.

Monthly payment shall be made within thirty (30) days for all work satisfactorily completed after submission by the contractor of properly prepared invoices. Invoices are due on or before the 26th of the current month for work completed since the previous billing period.

ITEM #	DESCRIPTION	Months	Price per month	Extend Price
1	Janitorial Services per specifications (incl. taxes)	12	\$ 698.00	\$8,376.00
	Water Treatment - Main Bldg; 1475 E Pecos Rd.			
2	Janitorial Services per specifications (incl. taxes)	12	\$ 327.00	\$3,924.00
	Laboratory only; 1475 E Pecos Rd.			
3	Janitorial Services per specifications (incl. taxes)	12	\$ 460.00	\$5,520.00
	Water Distribution, Bldg "K", 975 E. Armstrong Way			
4	Janitorial Services per specifications (incl. taxes)	12	\$ 424.00	\$5,088.00
	Wastewater Collections, Bldg J, 975 E Armstrong Way			
5	Janitorial Services per specifications (incl. taxes)	12	\$ 428.00	\$5,136.00
	Municipal Utilities Admin. Bldg L, 975 E Armstrong Way			
6	Janitorial Services per specifications (incl. taxes)	12	\$ 429.00	\$5,148.00
	Water Production Facilities Bldg O, 975 E Armstrong Way			
7	Janitorial Services per specifications (incl. taxes)	12	\$ 523.00	\$6,276.00
	Airport W/W Reclamation Maint. Bldg; 905 E Queen Creek Rd			
8	Janitorial Services 2 per wk; Wed/Fri (incl. taxes)	12	\$ 115.00	\$1,380.00
	Airport W/W Reclamation Maint. Bldg, 905 E Queen Creek Rd			
9	Janitorial Services per specifications (incl. taxes)	12	\$ 177.00	\$2,124.00
	Reverse Osmosis Plant, 3737 S Old Price Rd			
10	Janitorial Services per specifications (incl. taxes)	12	\$ 543.00	\$6,516.00
	Solid Waste Division, 955 E Queen Creek Rd			
<b>EXTENDED TOTAL LINES 1 - 10</b>				<b>\$49,488.00</b>
Emergency Call Out - Hourly Rate per Employee				\$22.00 ea
(All equipment and supplies included)				

**EXHIBIT C**

**Contractor Security Certification and Agreement**

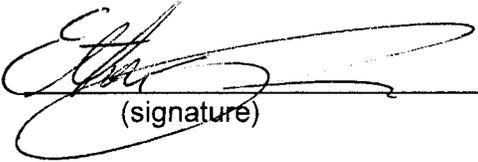
**JEWELS ENTERPRISE LLC** agrees to follow the City of Chandler security procedures and rules when working on CITY property or infrastructure related projects.

**JEWELS ENTERPRISE LLC** certifies that the employees, who are on CITY property or working on CITY infrastructure related projects, have passed a background check. CONTRACTOR shall provide CITY with current listing of employees at all times. The background check will verify the social security number, and addresses, and that the employee has had no federal, state or county criminal convictions (or finding of not guilty by reason of insanity) for disqualifying offenses in the previous ten-year period (reference FAA criteria for disqualification).

**JEWELS ENTERPRISE LLC** understands that the City of Chandler reserves the right to do random background checks on contract workers who come on CITY property and/or do work on the CITY's infrastructure.

**JEWELS ENTERPRISE LLC** agrees to update the list of employees who have passed the background check two days prior to assignment to CITY work. The list will contain the full name, social security number and date of birth of the employee.

**JEWELS ENTERPRISE LLC** agrees to ensure the employee has photo identification that includes at a minimum the employee's full name, and a current employee picture.

  
\_\_\_\_\_  
(signature)

11-08-07  
Date

\_\_\_\_\_  
Ethan Gumm  
JEWELS ENTERPRISE LLC  
PO Box 3219  
Arizona City, AZ 85223