



**PURCHASING ITEM
FOR
COUNCIL AGENDA
CS08-241**

1. Agenda Item Number:

27

2. Council Meeting Date:
May 8, 2008

TO: MAYOR & COUNCIL

3. Date Prepared: April 21, 2008

THROUGH: CITY MANAGER

4. Requesting Department: Community Services

5. SUBJECT: Approve Agreement BF8-910-2572 with MOAB Enterprises LLC dba Fish Window Cleaning for window washing services in the amount of \$42,896.00 per year for two (2) years with the option to renew for three (3) additional one-year periods.

6. RECOMMENDATION: Recommend approval of Agreement BF8-910-2572 with MOAB Enterprises LLC dba Fish Window Cleaning for window washing services in the amount of \$42,896.00 per year for two (2) years with the option to renew for three (3) additional one-year periods.

7. BACKGROUND/DISCUSSION: This contract will provide window cleaning to 29 city maintained buildings. Currently city custodial staff cleans doors and lobby windows as part of their normal routine. Due to the time it would take to clean all the windows by staff and the need for specialized equipment for tall windows staff has determined contracting to a private vendor would be more cost effective.

The frequency of cleaning these windows is based on the use of the building. A majority of the buildings will have a complete window cleaning every three months. High visibility areas like the Performing Arts Center, Library and Tumbleweed Recreation Center will be cleaned once a month.

8. EVALUATION PROCESS: On February 11, 2008 staff issued a Bid for window washing services at various locations within the City. The bid was advertised and all registered vendors were notified. Three responses were received and evaluated. Staff is recommending award to MOAB Enterprises LLC dba Fish Window Cleaning, who was deemed to have submitted the lowest responsive and responsible bid. The following is a summary of bids received:

- MOAB Enterprises LLC - \$42,896.00
- AAA National Maintenance - \$44,692.00
- VIP Window Cleaning - \$55,852.00

9. FINANCIAL IMPLICATIONS: Funds for this service will be from the General Fund, Buildings & Facilities Other Professional/Contract Service account 101.3200.0000.5219

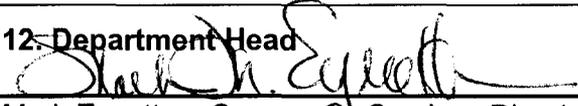
10. PROPOSED MOTION: Move to approve Agreement BF8-910-2572 with MOAB Enterprises LLC dba Fish Window Cleaning for window washing services in the amount of \$42,896.00 per year for two (2) years with the option to renew for three (3) additional one-year periods.

APPROVALS

11. Requesting Department


Kris Kitcher, Parks & Facilities Maintenance Manager

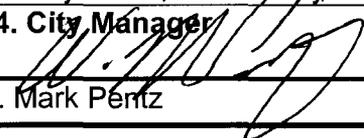
12. Department Head


Mark Eynatten, Community Services Director

13. Procurement Officer.


Sharon Brause, CPPB

14. City Manager


W. Mark Pentz

**CITY OF CHANDLER SERVICES AGREEMENT
WINDOW WASHING SERVICES – CITYWIDE
AGREEMENT NO.: BF8-910-2572**

THIS AGREEMENT is made and entered into this _____ day of _____, 200____, by and between the City of Chandler, a Municipal Corporation of the State of Arizona, hereinafter referred to as "CITY", and **MOAB ENTERPRISES LLC dba FISH WINDOW CLEANING** - 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 Custodial Supervisor /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. If the Contractor intends to subcontract any portion of this contract, the complete identity of the sub-contractor(s) shall be submitted to the Contract Administrator/designee prior to commencing work. If it is determined that a subcontractor will be needed at any time the identity of the subcontractor shall be provided to the City and use of the subcontractor must be approved before work starts.

1.4. Subcontracts. CONTRACTOR shall not enter into any Subcontract under this Contract for the performance of this Contract without the advance written approval of CITY. The subcontract shall incorporate by reference the terms and conditions of this Contract.

2. SCOPE OF WORK: CONTRACTOR shall provide window washing services 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 Specifications 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, and with all applicable license and permit requirements.

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.
- 3.3. **New/Current Products.** All equipment, materials, parts and other components incorporated in the work or services performed pursuant to this Contract shall be new, or the latest model and of the most suitable grade for the purpose intended. All work shall be performed in a skilled and workmanlike manner.
- 3.4. **Property of CITY.** Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of CITY. CONTRACTOR is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. CONTRACTOR shall not use or release these materials without the prior written consent of CITY.
- 3.5. **PRICE.** CITY shall pay to CONTRACTOR the amount of FORTY TWO THOUSAND EIGHT HUNDRED NINETY-SIX THOUSAND DOLLARS (\$42,896.00) per year 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. **TAXES**
- 4.1. 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. **Payment.** CONTRACTOR shall submit to the Contract Administrator, after completion of the task or combination of tasks listed in the Project Agreement, a statement of charges for the work completed under that Project Agreement, in conformance with the pricing schedule set forth in Exhibit B, the Contract Administrator shall process the claim for prompt payment in accordance with the standard operating procedures of 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. **Estimated Quantities.** The quantities shown on Exhibit B (the Price List) are estimates only, based upon available information. Payment shall be based on actual quantities and there is no guarantee that any certain quantity shall be required by CITY. City reserves the right to increase or decrease the quantities actually required.
- 4.5. **IRS W9 Form.** In order to receive payment CONTRACTOR shall have a current I.R.S. W9 Form on file with CITY, unless not required by law.
- 4.6. **Price Adjustment (Annual).** All prices offered herein shall be firm against any increase for one (1) year from the effective date of the Contract. Prior to commencement of subsequent renewal terms, CITY will entertain a fully documented request for price adjustment. The requested increase shall be

based upon a cost increase to CONTRACTOR that was clearly unpredictable at the time the Contract was executed directly correlated to the price of the product concerned.

4.7. Acceptance by City. CITY reserves the right to accept or reject the request for a price increase. If CITY approves the price increase, the price shall remain firm for the renewal term for which it was requested. If a price increase is agreed upon a written Contract Amendment must be approved and executed by the Parties.

4.8. Price Reduction. CONTRACTOR shall offer CITY a price reduction for its services concurrent with a published price reduction made to other customers.

5. TERM:

5.1. The term of the Contract is two (2) year (s), commencing on June 1, 2008 and terminating on May 31, 2010 unless sooner terminated in accordance with the provisions herein. CITY reserves the right, at its sole discretion, to extend the Contract for up to three (3) additional terms of one year each.

6. USE OF THIS CONTRACT:

6.1. The Contract is for the sole convenience of the City of Chandler. CITY reserves the rights to obtain like services from another source to secure significant cost savings or when timely completion cannot be met by CONTRACTOR.

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

7. CITY'S CONTRACTUAL REMEDIES:

7.1. Right to Assurance. If the City in good faith has reason to believe that the CONTRACTOR does not intend to, or is unable to perform or continue performing under this 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.

7.2. Stop Work Order. The City may, at any time, by written order to the CONTRACTOR, require the CONTRACTOR to stop all or any part, of the work called for by this 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.

7.3. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the CONTRACTOR shall resume work. The 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.

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

7.5. 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.

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

8. TERMINATION:

8.1 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 sub-CONTRACTORS 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 under each task detailed in the Scope of Work and the CONTRACTOR'S compensation shall be based upon such determination and CONTRACTOR'S fee schedule included herein.

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

- 1) If CONSULTANT fails to perform pursuant to the terms of this Agreement
- 2) If CONSULTANT is adjudged a bankrupt or insolvent;
- 3) If CONSULTANT makes a general assignment for the benefit of creditors;
- 4) If a trustee or receiver is appointed for CONSULTANT or for any of CONSULTANT'S property;
- 5) If CONSULTANT files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws;
- 6) If CONSULTANT disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction;
- 7) Where Agreement has been so terminated by CITY, the termination shall not affect any rights of CITY against CONSULTANT then existing or which may thereafter accrue.

8.3. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, CITY may cancel this Contract 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.

8.4. 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.

- 8.5. 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.
- 8.6. 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.
- 8.7. 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.
- 8.8. Availability of Funds for the next Fiscal Year.** Funds may not presently be available under this agreement beyond the current fiscal year. No legal liability on the part of the CITY for services may arise under this agreement beyond the current fiscal year until funds are made available for performance of this agreement. The CITY may reduce services or terminate this agreement without further recourse, obligation, or penalty in the event that insufficient funds are appropriated. The City Manager shall have the sole and unfettered discretion in determining the availability of funds..
- 9. FORCE MAJEURE:** Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, power failures, or earthquakes.
- 10. 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 CITY and CONTRACTOR arising out of, or relating to the Contract documents, interpretation of the Contract, or the performance 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.
- 10.1 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 they occur and not postponed until the end of the Contract nor lumped together with other pending claims.
- 10.2 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 CITY'S position.
- 10.3 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.

- 10.4 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.
- 10.5 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 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 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.

- N. **Merger and Bar:** Any claim asserted pursuant to this ADR process shall be deemed to include all claims, demands, and requests for compensation for costs and losses or other relief, including the extension of Contract Time which reasonably should or could have been brought against any party that was or could have been brought into this ADR process. The Arbitration Panel shall apply legal principles commonly known as merger and bar to deny any claim or claims against any party regarding which claim or claims recovery has been sought or should have been sought in a previously adjudicated claim for an alleged cost, loss, breach, error, or omission.
- O. **Disputes of amounts greater than \$500,000:** Disputes for which the Arbitration Panel has determined to warrant an award in an amount greater than Five Hundred Thousand Dollars (\$500,000) to any one party, may be brought in the appropriate Court. A party must obtain such a determination from the Arbitration Panel prior to filing any legal action.
11. **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.
12. **INSURANCE:**
- 12.1. **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.

12.2. 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 coverages, 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.

12.3. 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.

12.4. 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. 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.

12.5. 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).

12.6. 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.

12.7. Such insurance shall include coverage for loading and off loading hazards if hazardous substances, materials or wastes are to be transported and a MCS 90 endorsement shall be included with coverage limits of \$5,000,000 per accident for bodily injury and property damage.

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

In the case of the CITY	
Contract Administrator:	Custodial Supervisor
Contact:	<u>Phil Breid</u>
Mailing Address:	<u>PO Box 4008 - MS 906</u>
Physical Address:	<u>249 E Chicago St</u>
City, State, Zip	<u>Chandler AZ 85225</u>
Phone:	<u>480-782-2503</u>
FAX:	<u>480-782-2560</u>

In the case of the CONTRACTOR	
Firm Name:	Moab Enterprises LLC Fish Window Cleaning
Contact:	<u>Jim Brown</u>
Address:	<u>3738 W Commonwealth Ave #12</u>
City, State, Zip	<u>Chandler AZ 85226</u>
Phone:	<u>480-962-4688</u>
FAX:	<u>480-917-1241</u>
EMAIL:	<u>Jbrown@FishWindowCleaning.com</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.

14. CONFLICT OF INTEREST:

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

14.2. Kickback Termination. CITY may cancel any 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).

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

15. GENERAL TERMS:

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

15.2. Entire Agreement. This Agreement, including 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.

15.3. Arizona Law. This Agreement shall be governed and interpreted according to the laws of the State of Arizona.

15.4. Assignment: Services covered by this Agreement shall not be assigned in whole or in part without the prior written consent of the CITY.

15.5. 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.

15.6. 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.

15.7. 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.

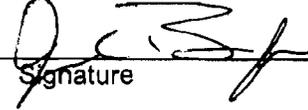
15.8. Authority: Each party hereby warrants and represents that it has full power and authority to enter into and perform this Agreement, and that the person signing on behalf of each has been properly authorized and empowered to enter this Agreement. Each party further acknowledges that it has read 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 **2008**.

FOR THE CITY OF CHANDLER

City Manager / designee

FOR THE CONTRACTOR

By: 
Signature

ATTEST:

City Clerk

SEAL

ATTEST: If Corporation

Secretary

Approved as to form:

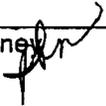
City Attorney 

EXHIBIT A SCOPE OF WORK

CONTRACTOR shall clean all windows, skylights and canopies listed, to include all interior windows, partitioned glass and exterior windows, panes, frames, and attaching/supported hardware as outlined. CONTRACTOR shall also clean the tinted blinds located at the Airport Tower. Contract does not include cleaning the entrance doors (interior and exterior sides) unless otherwise specified for a particular building.

CONTRACTOR shall clean all Plexiglas-type surfaces used as windows.

Contract Administrator/designee will set the cleaning schedule with CONTRACTOR based upon anticipated frequency schedule attached. Windows will be cleaned at times in accordance with contract administration instructions, in order that City business will be disrupted as little as possible.

All windows at specified locations shall be cleaned on the same schedule and shall be completed within three (3) weeks of the start time of the window cleaning. When fewer buildings are specified for cleaning, CONTRACTOR shall have ten (10) days to complete the cleaning for each set of sites as provided in writing by the Contract Administrator/designee.

1. GENERAL SPECIFICATIONS

- 1.1 CONTRACTOR shall supply all professional manpower, equipment and cleaners used to clean all surfaces to be cleaned under the contract, which include window panes, Plexiglas, window frames and attaching hardware, and clean-up of all surfaces, throughout the cleaning process from beginning to the completion of the services of the contract.
- 1.2 CONTRACTOR's personnel shall exercise safety procedures at all times when operating all equipment, in order that no persons will be exposed to injury, and as to not allow damages to building surfaces.
- 1.3 Contract Administrator/designee will approve all personnel, equipment and cleaning products throughout the life of the contract.
- 1.4 Contract Administrator/designee will provide CONTRACTOR access to water bibs where necessary. CONTRACTOR shall not allow water to run freely to cause waste or a safety concern. CONTRACTOR shall wash down all exterior walkways upon completion of work in order that residue from cleaners and soiled water does not remain on the walkways.
- 1.5 CONTRACTOR shall remove calcium deposits, soil, cobwebs, tape, and all other soiling, from windows panes and frames, and attaching/supporting hardware. It is realized that some windows have an inordinate amount of mineral deposit build-up on the windows. CONTRACTOR shall attempt to remove as much of this buildup as possible without damaging the window surface. It is also realized that water damage is on some of the window frames. CONTRACTOR shall clean these surfaces to a best attempt effort without further damage to the frame surfaces.
- 1.6 CONTRACTOR shall take special care to not damage window tinting. If it appears that window tinting is damaged before the cleaning procedure, CONTRACTOR shall report this damage to the Contract Administrator/designee before proceeding with the cleaning. Should CONTRACTOR damage the window tinting during the course of the work, it shall immediately be brought to the attention of the Contract Administrator/designee.
- 1.7 CONTRACTOR shall wipe off all sills, frames, and attaching/supporting hardware, upon completion of window cleaning, leaving sills, frames and attaching/supporting hardware clean; soil, spot and streak free. CONTRACTOR shall ensure that residue water does run down the window from frames or the attaching hardware, is cleaned up so as not to leave the window panes with streaks.

- 1.8 CONTRACTOR shall ensure that windowpane surfaces will be soil, spot and streak free upon completion of cleaning. CONTRACTOR shall not allow water to come in contact with carpeted flooring surfaces. CONTRACTOR shall immediately remove any water that comes in contact with other interior flooring surfaces as well as all other surfaces.
- 1.9 CONTRACTOR shall clean off all surfaces where water/soiled water has run onto surfaces in order to retain a clean/streak free surface to all the surfaces and shall return all surfaces to the general state that they were in before the window cleaning operation.
- 1.10 CONTRACTOR shall not stand, sit or walk on any mechanical equipment, plumbing fixtures, electrical fixtures and the like when working on a roof. CONTRACTOR shall not wear shoes on the roofs that will damage the roofing surface. CONTRACTOR shall exercise care to not damage the roof surfaces in any manner. CONTRACTOR shall take care as to not wash off anti-pigeon control tracks or chemicals placed in tracks.
- 1.11 CONTRACTOR shall not allow water to come in contact with furniture/fixtures. CONTRACTOR shall not stand on office furniture or fixtures to reach windows. Should CONTRACTOR have problems in reaching any windows because of furniture or other obstructions, he shall discuss with the Contract Administrator before proceeding.
- 1.12 CONTRACTOR shall first discuss objects of a questionable nature, such as art objects, or other such objects other than items such as chairs or reading tables, that need to be moved the Contract Administrator/designee before proceeding. Any furniture that is moved by CONTRACTOR shall be replaced to original position.
- 1.13 CONTRACTOR shall clean Plexiglas surfaces with chemical cleaners and towels designed to clean Plexiglas. Regular window cleaner will not be allowed. Paper towels will not be used on Plexiglas. Upon completion of cleaning Plexiglas, all attaching hardware will be clean, spot and streak free.
- 1.14 CONTRACTOR shall remove all screens prior to cleaning windows. CONTRACTOR shall wash/clean screens in an area where there is sufficient space to clean them properly and safely. CONTRACTOR shall re-secure screens properly upon completion of cleaning.
- 1.15 CONTRACTOR shall stay on walkways, paths, and/or pads when working on exterior portions of the buildings. In certain areas, it may be unavoidable to remain on these areas. It may be necessary to place equipment or stand in flowerbeds, etc. Extreme care shall be used in these areas as to not damage flora in these areas or structural items in these areas. Particular problem areas where damage may result shall be discussed with the Contract Administrator/designee before commencing any work in these problem areas.
- 1.16 CONTRACTOR shall provide the Contract Administrator/designee with MSDS sheets for cleaning products used for cleaning operations prior to using any products. MSDS sheets shall be updated annually, or when new products are used.
- 1.17 Contract Administrator/designee will provide *in writing* to CONTRACTOR a listing of which sites will be cleaned at all given times. CONTRACTOR shall provide one invoice per group of sites cleaned per Contract Administrator/designee's written instructions. Partial payments will not be allowed.

2. **SAFETY STANDARDS**

All services on this contract must comply with the current applicable Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code, and the National Fire Protection Association Standards.

3. **HOLIDAYS**

During the week of a holiday, CONTRACTOR shall adjust his weekly schedule so as to return to the normal weekly schedule the following week. When the holiday named herein falls on Sunday, it shall be observed on the following Monday, and when a holiday named herein falls on Saturday, it shall be observed on the preceding Friday.

The following is a list of holidays on which contract service will not be performed:

New Year's Eve Night
New Year's Day
Martin Luther King Day - Third Monday in January
President's Day - Third Monday in February
Memorial Day - Last Monday in May
Independence Day - July 4
Labor Day - First Monday in September
Veterans Day
Thanksgiving Holiday - Fourth Thursday and the following Friday in November
Christmas Eve from 12:00 Noon - December 24
Christmas Day - December 25

4. **CONTRACTOR'S EMPLOYEES**

CONTRACTOR's employees shall be required to wear a clean uniform bearing the CONTRACTOR's name. Employees who normally and regularly come into direct contact with the public shall bear some means of individual identification, such as a nametag or identification card.

CONTRACTOR understands that no persons supplied by CONTRACTOR in the performance of this agreement are considered to be City employees, and that no rights of City civil service, retirement or personnel rules accrue to such persons. CONTRACTOR shall have total responsibility for all salaries.

4.1 **CONDUCT**

CONTRACTOR's employees, officers and subcontractors shall not identify themselves as being employees of the City of Chandler. Employees shall conduct themselves in such a manner as to avoid embarrassment to the City of Chandler, and shall be courteous to the public.

4.2 **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.

4.3 **REMOVAL OF CONTRACTOR'S EMPLOYEES**

CONTRACTOR agrees to utilize only experienced, responsible and capable people in the performance of the work. The City may require that the contractor remove from the job by this contract employees who endanger person or property or whose continued employment under this contract is inconsistent with the interest of the City.

5. **CONTRACTOR'S EQUIPMENT**

CONTRACTOR shall provide and maintain during the entire period of this contract, equipment sufficient in number, condition and capacity to efficiently perform the work and render the services required by this contract. CONTRACTOR shall provide evidence of his ability to furnish equipment and personnel.

5.1 **EQUIPMENT IDENTIFICATION**

All vehicles used by CONTRACTOR shall be clearly identified with the name of the company, address of local office and phone number of local office on each side of the equipment, including personnel transportation vehicles. The letters shall be of such size that they are distinguishable from reasonable distance.

6. **QUALITY ASSURANCE**

The Contract Administrator/designee will monitor CONTRACTOR's performance by periodic inspection using the Specifications section of this contract as a guide. In the event a contract deficiency exists, and after having been notified of the deficiency, 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. CONTRACTOR shall not be paid for services not rendered in accordance with the standards set forth in this contract, notwithstanding that CONTRACTOR shall be required to rework services that were unsatisfactorily performed.

6.1 **FIELD SUPERVISOR**

CONTRACTOR shall have a field supervisor available during working hours for coordination with the Contract Administrator/designee. CONTRACTOR shall provide a telephone number to the CONTRACTOR's field supervisors to enhance communications between CONTRACTOR and Contract Administrator/designee.

6.2 **KEY PERSONNEL**

It is essential that CONTRACTOR provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract.

CONTRACTOR agrees that, once personnel are assigned to a building under this contract, personnel shall not be removed or replaced without written notice to the Contract Administrator/designee.

7. **BUILDING ACCESS**

The City reserves the right to require completion of an extensive background investigation of any CONTRACTOR's employee before beginning work in the City of Chandler facilities, and as part of any administrative investigation for alleged criminal acts or breaches of security involving City facilities, City property or the personal property of City employees. Background investigations will be at the expense of CONTRACTOR. All CONTRACTOR employees that will enter restricted access buildings, i.e., Police and Courts shall be investigated prior to performing work for the City.

Theft by CONTRACTOR's employees shall result in termination of that employee from City work. CONTRACTOR shall be responsible for cost of replacement.

**EXHIBIT B - PRICING
VARIOUS CITYWIDE LOCATIONS**

Item No.	BUILDING & ADDRESS OF WINDOWS TO BE CLEANED:	ANTICIPATED FREQUENCY SEE SPECIFICATIONS	WORK AREA	COST PER CLEANING	PER YEAR	EXT COST
1	Center for the Arts 250 N. Arizona Ave.	Once a Month (Must have two days advance notice)	Exterior & Interior	\$219.00	12	\$ 2,628.00
2	Airport Tower 2380 S. Stinson Way	Once a Month	Exterior & Interior	\$192.00	12	\$ 2,304.00
3	Police Department 250 E. Chicago St.	Four times a year (escort required)	Exterior & Interior	\$852.00	4	\$ 3,408.00
4	Municipal Courts 200 E. Chicago St.	Four times a year (escort required)	Exterior & Interior	\$808.00	4	\$ 3,232.00
5	Municipal Services 215 E. Buffalo St.	Four times a year	Exterior & Interior	\$265.00	4	\$ 1,060.00
6	Community Center & Senior Center 125 E. Commonwealth Ave.	Four times a year	Exterior, Skylights & Canopies, Walkway & Canopy	\$512.00	4	\$ 2,048.00
7	Information Technology 275 E. Buffalo St.	Four times a year	Exterior & Interior	\$155.00	4	\$620.00
8	Chandler Public Library 22 S. Delaware	Four times a year (cleaning done before 9 A.M.)	Exterior & Interior	\$603.00	4	\$ 2,412.00
9	Fire Administration Building 221 E. Boston St.	Four times a year (escort required)	Exterior & Interior	\$423.00	4	\$ 1,692.00
10	Airport 2380 S. Stinson Way	Four times a year	Exterior & Interior	\$63.00	4	\$ 252.00
11	Old Public Works Yard 249 E. Chicago St.	Four times a year	Exterior & Interior	\$159.00	4	\$ 636.00
12	Tumbleweed Tennis Center 2250 S. McQueen Rd.	Four times a year	Exterior & Interior	\$203.00	4	\$ 812.00
13	Sunset Branch Library 4930 W. Ray Rd.	Four times a year (cleaning done before 9 A.M.)	Exterior & Interior	\$82.00	4	\$ 328.00
14	Snedigar Recreation Center 4500 S. Bash Rd.	Four times a year	Exterior & Interior	\$70.00	4	\$ 280.00

Item No.	BUILDING & ADDRESS OF WINDOWS TO BE CLEANED:	ANTICIPATED FREQUENCY (PER SPECIFICATIONS)	WORK AREA	COST PER CLEANING	PER YEAR	EXT COST
15	Chandler Museum 178 E. Commonwealth	Four times a year	Exterior & Interior	\$43.00	4	\$ 172.00
16	Tumbleweed Recreation Center 745 E Germann Rd	Once a Month	Exterior & Interior	\$1,290.00	12	\$15,480.00
17	Desert Breeze Police Sub-station 251 N Desert Breeze Blvd West	Four times a year	Exterior & Interior	\$169.00	4	\$ 676.00
18	Fire Training Facility 3550 S Dobson Rd Bldg B	Four times a year	Exterior & Interior	\$130.00	4	\$ 520.00
19	Chandler Heights Police Sub-station 4040 E Chandler Heights Rd	Four times a year	Exterior & Interior	\$157.00	4	\$628.00
20	Veterans Oasis Environmental Education Center 4050 E Chandler Heights Rd	Four times a year	Exterior & Interior	\$146.00	4	\$584.00
21	McCullough-Price House 300 S Chandler Village Dr	Four times a year	Exterior & Interior	\$116.00	4	\$ 464.00
TOTAL ANNUAL COST:						\$40,236.00

MUNICIPAL UTILITIES

Item No.	BUILDING & ADDRESS OF WINDOWS TO BE CLEANED:	ANTICIPATED FREQUENCY (PER SPECIFICATIONS)	WORK AREA	COST PER CLEANING	PER YEAR	EXT COST
22	Municipal Utilities Administration 975 E Armstrong Way Bldg L	Once a Month	Exterior & Interior	\$53.00	12	\$ 636.00
23	Water Production Facilities 975 E Armstrong Way Bldg O	Once a Month	Exterior & Interior	\$15.00	12	\$ 180.00
24	Water Distribution Bldg 975 E Armstrong Way Bldg K	Four times a year (escort required)	Exterior & Interior	\$50.00	4	\$ 200.00
25	Wastewater Collections 975 E Armstrong Way Bldg J	Four times a year (escort required)	Exterior & Interior	\$15.00	4	\$ 60.00
26	Water Treatment Plant 1475 E Pecos Rd	Four times a year	Exterior & Interior	\$121.00	4	\$ 484.00
27	Water Quality 1475 E Pecos Rd	Four times a year	Exterior, Skylights & Canopies, Walkway & Canopy	See above	4	See above
28	Airport WWRF & Maintenance Bldg 905 E Queen Creek Rd	Four times a year	Exterior & Interior	\$88.00	4	\$ 352.00
29	Reverse Osmosis Plant 3737 S Old Price Rd	Four times a year (cleaning done before 9 A.M.)	Exterior & Interior	\$98.00	4	\$ 392.00
30	Solid Waste Services area 955 E Queen Creek Rd	Four times a year (escort required)	Exterior & Interior	\$89.00	4	\$ 356.00
TOTAL ANNUAL COST:						\$ 42,896.00