



**PURCHASING ITEM
FOR
COUNCIL AGENDA
CS09-007**

1. Agenda Item Number:

41

2. Council Meeting Date:

July 31, 2008

TO: MAYOR & COUNCIL

3. Date Prepared: July 15, 2008

THROUGH: CITY MANAGER

4. Requesting Department: Community Services

5. SUBJECT: Approve agreement PM8-910-2574 with The Shannon S. Martin Company, Inc., for the cleaning service for twenty (20) restrooms at fifteen (15) City parks as well as the Chandler Fashion Center Transit Station and the Tumbleweed Park & Ride restrooms within the City for one (1) year in the amount of \$115,800.00.

6. RECOMMENDATION: Recommend agreement PM8-910-2574 with The Shannon S. Martin Company, Inc., for the cleaning service for twenty (20) restrooms at fifteen (15) City parks as well as the Chandler Fashion Center Transit Station and the Tumbleweed Park & Ride restrooms within the City for one (1) year in the amount of \$115,800.00.

7. BACKGROUND/DISCUSSION: The Park Operations Division currently contracts the cleaning service for twenty (20) restrooms at fifteen (15) City parks. The cleaning of these restrooms is performed daily after the closing of the parks. This contract will also provide cleaning services to the restrooms at the Chandler Fashion Transit Station and the Tumbleweed Park & Ride facility, which is currently under construction.

8. EVALUATION PROCESS: On April 17, 2008 staff issued a proposal for cleaning of park restrooms at various park locations within the City. The bid was advertised and all registered vendors were notified. Ten (10) responses were received. After being reviewed by an evaluation committee, staff is recommending award to The Shannon S. Martin Company, Inc., who was deemed to have submitted the most advantageous offer to the City in accordance with the evaluation criteria.

9. FINANCIAL IMPLICATIONS: Funds for this service will be from the General Fund, Park Maintenance for Building and Grounds Repair and Maintenance, account number 101.4530.0000.5410 in the amount of \$105,000.00 and General Fund, Transit Services for Other Equipment Repair and Maintenance, account number 101.3340.0000.5419 in the amount of \$10,800.00 for the total amount of \$115,800.00.

10. PROPOSED MOTION: Move to approve agreement PM8-910-2574 with The Shannon S. Martin Company, Inc., for the cleaning service for twenty (20) restrooms at fifteen (15) City parks as well as the Chandler Fashion Center Transit Station and the Tumbleweed Park & Ride restrooms within the City for one (1) year in the amount of \$115,800.00.

APPROVALS

11. Requesting Department

Kris Kircher, Parks & Facilities Maintenance Manager

12. Department Head

Mark M. Eynatten, Community Services Director

13. Procurement Officer.

Sharon Brause, CPPB

14. City Manager

W. Mark Pentz

**CITY OF CHANDLER SERVICES AGREEMENT
CLEANING OF PARK RESTROOMS – VARIOUS LOCATIONS
AGREEMENT NO.: PM8-910-2574**

THIS AGREEMENT is made and entered into this _____ day of _____, 2008, by and between the City of Chandler, a Municipal Corporation of the State of Arizona, hereinafter referred to as "CITY", and THE SHANNON S MARTIN COMPANY, INC., 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 Contract Compliance Inspector /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.
- 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 clean City park restrooms all as more specifically set forth in the Scope of Work, labeled Exhibit A, Exhibit A1, and Exhibit A2, 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 licenses 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 an amount not to exceed One Hundred Sixteen Thousand Dollars (\$116,000) 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. 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.** 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.
- 4.3. **IRS W-9 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.
- 4.4. **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.
- 4.5. **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.
- 4.6. **Price Reduction.** CONTRACTOR shall offer CITY a price reduction for its services concurrent with a published price reduction made to other customers.

5. TERM

- 5.1. The term of the Contract is one (1) year (s), commencing on the 1st day of August 2008 and terminating on July 31, 2009 unless sooner terminated in accordance with the provisions herein. CITY reserves the

right, at its sole discretion, to extend the Contract for up to four (4) additional terms of one year each. Additionally, the contract may be extended unilaterally for a period of thirty-one days or a portion thereof.

6. USE OF THIS CONTRACT. 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 CONTRACTOR cannot meet timely completion.

6.1. 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.

6.2. Emergency Purchases: CITY reserves the rights to contract from other sources those items, which are required on an emergency basis and cannot be supplied immediately by the CONTRACTOR.

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 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.

- 8.2. **Termination for Cause.** CITY may, upon written notice, terminate this Agreement for CONTRACTOR'S failure to comply with the terms of this Agreement.
- 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.

- 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		In the case of the CONTRACTOR	
Contract Administrator	<u>Parks Operations</u>	Firm Name:	<u>The Shannon S Martin Company, Inc.</u>
Contact:	<u>Brad Van Auken</u>	Contact:	<u>Shannon Martin, President</u>
Mailing Address:	<u>PO Box 4008-MS 501</u>	Address:	<u>2330 W Mission Lane #6</u>
Physical Address:	<u>249 E Chicago St</u>	City, State,	<u>Phoenix AZ</u>
		Zip	<u>85021</u>
City, State, Zip	<u>Chandler AZ 85225</u>	Phone:	<u>602-200-8900</u>
Phone:	<u>480-782-2755</u>	FAX:	<u>602-200-9252</u>
FAX:	<u>480-782-2560</u>	EMAIL:	<u>ShannonSMartinCo@Qwest.net</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

FOR THE CONTRACTOR

MAYOR

By: Shannon S Martin
Signature

ATTEST:

ATTEST: If Corporation

SEAL

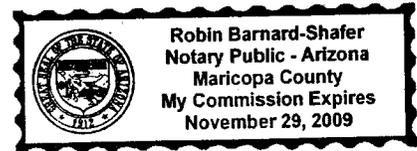
City Clerk

Secretary

Approved as to form:

City Attorney

[Handwritten Signature]



Robin Barnard-Shafer
7-14-2008

EXHIBIT A SCOPE OF WORK

CONTRACTOR shall provide CITY with custodial services in park restrooms (Exhibit A1 attached). All specifications apply to all locations, except where noted. The fixed monthly rate for restroom custodial services shall include all necessary labor, equipment, and supplies to perform the services as required in this Scope of Work.

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

1. GENERAL:

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

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

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

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

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

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

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

CONTRACTOR shall provide the Contract Administrator/designee with the names and phone numbers of all personnel who will oversee this contract. This supervisor shall assist the Contract

Administrator/designee in making random, on-site facility inspections and in coordinating other operational requirements.

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

3. WORK SCHEDULE:

CONTRACTOR shall clean park restrooms during evening and/or nighttime hours. CONTRACTOR's work hours shall begin no earlier than 10:00 pm and shall be planned to coincide with the daily closing schedule of each facility. CONTRACTOR shall be responsible for securing the restrooms following cleaning.

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

CONTRACTOR shall conduct a daily inspection of each facility during daylight hours on a weekly basis as part of the quality control process. CONTRACTOR shall complete the Daily Work Report (Exhibit A2 attached) and submit to Contract Administrator/designee on a weekly basis.

City of Chandler shall provide schedules and other information that may impact the activities of the Contractor.

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

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

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

INSPECTION

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

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

CONTRACTOR's employees shall be required to wear a clean uniform bearing the Contractor's company name and/or logo. All employees shall conduct themselves in a professional and courteous manner.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. **RECEPTION (OUTSIDE THE RESTROOMS)** Public telephones shall be cleaned once per day; any operational problems are to be reported to the telephone company.

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

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

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

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

7. **SUPPLIES.** CONTRACTOR shall provide paper products, plastic trash liners, urinal mats, mechanical or electrical odor control, cleaning supplies, hand soap, disinfectants, and equipment for cleaning. In addition, the CITY has several waterless urinals for which the CONTRACTOR will contact the Contract Administrator/designee for the replacement cartridges.

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

8. GENERAL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**EXHIBIT B
PRICING**

ITEM #	NAME OF PARK	MONTHLY PRICE	QTY	ANNUAL PRICE
1.	Desert Breeze – Playground Restroom; 2,000 sq. feet	\$400.00	12	\$4,800.00
2.	Desert Breeze – Ramada Restroom; 1,000 sq. feet	\$400.00	12	\$4,800.00
3.	Arrowhead Park – Restroom Facility; 2,000 sq. feet	\$400.00	12	\$4,800.00
4.	Shawnee Park – Restroom Facility; 800 sq. feet	\$400.00	12	\$4,800.00
5.	Apache Park – Restroom Facility; 800 sq. feet	\$400.00	12	\$4,800.00
6.	Navarrette Park – Restroom Facility; 800 sq. feet	\$400.00	12	\$4,800.00
7.	Pima Park – Restroom Facility; 800 sq. feet	\$400.00	12	\$4,800.00
8.	Folley Park – Restroom Facility; 2,000 sq. feet	\$500.00	12	\$6,000.00
9.	Tumbleweed Park – Restroom Facility; 2,000 sq. feet	\$550.00	12	\$6,600.00
10.	Tumbleweed Park – Playtopia Restroom; 2,000 sq. feet	\$550.00	12	\$6,600.00
11.	Tumbleweed – Park & Ride Restroom;	\$400.00	12	\$4,800.00
12.	Chandler Fashion Center Transit Station Restroom	\$500.00	12	\$6,000.00
13.	Chuparosa Park – Restroom Facility; 2,000 sq. feet	\$500.00	12	\$6,000.00
14.	A. J. Chandler Park – Restroom Facility; 800 sq. feet.	\$450.00	12	\$5,400.00
15.	Snedigar Park – Baseball Field Restroom; 2,000 sq. feet	\$450.00	12	\$5,400.00
16.	Snedigar Park – Soccer Field Restroom; 2,000 sq. feet	\$400.00	12	\$4,800.00
17.	Snedigar Park – East Restroom; 2,000 sq. feet	\$450.00	12	\$5,400.00
18.	West Chandler Sportsplex Ball field – Restroom Facility; 2,000 sq feet	\$400.00	12	\$4,800.00
19.	West Chandler Bark Park – Restroom Facility; 800 sq. feet	\$400.00	12	\$4,800.00
20.	Espee Park – Restroom Facility; 2,000 sq. feet	\$450.00	12	\$5,400.00
21.	Veteran's Oasis Park – Bathroom Facility; 2,000 sq. feet	\$450.00	12	\$5,400.00
22.	Tibshraeny Park – Restroom Facility; 800 sq. feet	\$400.00	12	\$4,800.00

Total \$ 115,800.00 annually

OTHER WORK:

Hourly rate for extra work, inclusive of equipment and supplies \$ 30.00 per hour

**EXHIBIT A1
PARK RESTROOM LOCATIONS**

NAME OF PARK	ADDRESS (APPROXIMATE)
Desert Breeze	660 N. Desert Breeze Blvd, East
Arrowhead Meadows Park	1475 W. Erie St.
Shawnee Park	1400 W. Mesquite St.
Apache Park	1300 N. Hartford St.
Navarrete Park	501 W. Harrison St.
Pima Park	625 N. McQueen Rd.
Folley Memorial Park	601 E. Frye Rd.
Tumbleweed Park	745 E. Germann Rd.
Chandler Fashion Center Transit Station	3334 W Fry Rd.
Chuparosa Park	2400 S. Dobson Rd.
A. J. Chandler Park	3 S. Arizona Pl.
Snedigar Sportsplex	4500 S. Basha Rd.
West Chandler Park	250 S. Kyrene Rd.
Espee Park	450 E. Knox Rd.
Veteran's Oasis park	4050 E. Chandler Heights Rd.
Tibshraeny Family Park	270 N. Cottonwood

**EXHIBIT A2
DAILY WORK REPORT
CITY OF CHANDLER - PARKS RESTROOM MAINTENANCE**

DATE: _____ CONTRACTOR: _____ SUPERVISOR: _____

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

1. Any problems or unusual circumstances?
 No Yes Describe: _____

2. Any damage or vandalism?
 No Yes Describe: _____

3. Any repairs needed?
 No Yes Describe: _____

4. Any lost and found items?
 No Yes Describe: _____

5. Any scheduled areas not serviced?
 No Yes Describe: _____

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

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

8. Comments:

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

Additional Daily Check Sheet

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