

## **AGREEMENT FOR JANITORIAL SERVICES BETWEEN CITY OF APACHE JUNCTION AND JB SUPERIOR MAINTENANCE SERVICES, LLC**

THIS AGREEMENT made and entered into by and between the CITY OF APACHE JUNCTION ("City"), an Arizona municipal corporation, and JB SUPERIOR MAINTENANCE SERVICES, LLC, an Arizona corporation ("Contractor"), both of which may be hereinafter referred to collectively as the "Parties" or individually as a "Party", for the project entitled "Janitorial Services."

### **RECITALS**

- A. From July 31, 2010 through July 31, 2016, GCA Services Group, Inc. ("GCA") provided janitorial services for City for its municipal facilities.
- B. On May 18, 2016, City publicly announced a request for proposals ("RFPs") for the janitorial services. All proposals were unresponsive and were rejected. On June 29, 2016 City did a second round of RFPs and received two proposals, both of which were again unresponsive and consequently rejected.
- C. As an emergency measure City sought out Paramount Building Solutions directly to handle City's janitorial services needs and subsequently engaged Paramount on August 2, 2016.
- D. Subsequently, Paramount Building Solutions failed to secure and provide to City a Performance Bond & Labor and Material Bond. Consequently City terminated janitorial services agreement with Paramount Building Solutions as of April 22, 2017.
- E. As a result, the City directly engaged Contractor for the janitorial services as an emergency measure recognized as any exception to the procurement process under Article 3-7-4, G(4) and (5) of the Apache Junction City Code. The terms and conditions of such responsibilities in this Agreement are set forth below and these Recitals are incorporated by reference as part of this Agreement.

### **AGREEMENT**

NOW, THEREFORE, City retains Contractor to perform, and Contractor agrees to render the services in accordance with the terms and conditions set forth as follows:

1. **PROJECT DESCRIPTION:** Contractor shall do and perform or cause to be done and performed in a good workmanlike manner, the work in accordance with the contract documents as fully described in Exhibit A Scope of Work, Exhibit B Contractor's

Personnel Affidavit Form, Exhibit C Pre-Approved Chemical Specifications, Exhibit D City Complex and Annex buildings, Exhibit E City Facilities Trash Locations, Exhibit F City Complex Map and Exhibit G Library Carpet Cleaning Map.

2. **PRICE:** The contract shall be the amount payable by the City to the Contractor in the amount of \$22,988.94 per month, with an annual cost of \$275,867.28 for the performance of the work under the contract documents except for changes authorized by the City Representative. Payments shall be made as set forth in Exhibit A.

3. **CONTRACT TERM:** The terms of this Contract shall be from the date of written notice of the acceptance of this Agreement by the City to November 1, 2017. City has the option to automatically renew this Agreement for six additional thirty-one (31) day periods if mutually agreeable until City completes an RFP process for such services. This provision does not limit the liability of Contractor for actual damages sustained by City as a result of any breach of contract or warranty by Contractor.

4. **LABOR AND MATERIALS:** Contractor shall provide, pay and insure under the requisite laws and regulations for all labor, materials, equipment, tools and machinery, utilities, transportation, other facilities and services necessary for the proper execution and completion of the work whether temporary or permanent, and whether or not incorporated or to be incorporated in the work.

5. **BUSINESS AND PRIVILEGE TAX LICENSE AND PAYMENT OF PRIVILEGE AND USE TAXES:** Contractor represents and warrants that any license necessary to perform the work under this Agreement is current and valid. Contractor understands that the activity described herein constitutes "doing business in the City of Apache Junction" and Contractor agrees to obtain a business license pursuant to Article 8-2 of the Apache Junction City Code, Vol. I, and keep such license current during the term of this Agreement. Contractor also acknowledges that the tax provisions of the Apache Junction Tax Code, Chapter 8A, may also apply and if so, shall obtain a transaction privilege tax license and/or other licenses as may be required by the city code. Any activity by subcontractor within the corporate city limits will invoke the same licensing regulations on any subcontractors, and Contractor ensures its subcontractors will obtain any and all applicable licenses. If there are taxable activities, a business license shall be converted to a transaction privilege tax license by the Contractor and any subcontractors through the City Clerk's Office. Further, Contractor agrees to pay all applicable privilege and use taxes that are applicable to the activities, products and services provided under this Agreement.

6. **INDEPENDENT CONTRACTOR:** Contractor shall at all times during Contractor's performance of the services retain Contractor's status as an independent Contractor. Contractor's employees shall under no circumstances be considered or held to be employees or agents of City, and City shall have no obligation to pay or withhold state or federal taxes, or provide workers compensation or unemployment insurance for or on behalf of them or Contractor. Contractor shall supervise and direct the delivery of the materials using its best skill and attention. Except as provided in this

Agreement, Contractor shall be solely responsible for all means, methods, techniques, sequences and procedures, and for coordinating all portions of the work required by the contract documents. Contractor shall be responsible to City for the acts and omissions of its employees.

7. INDEMNIFICATION: To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless City, its elected and appointed officers, officials, agents, and employees from and against any and all liability including but not limited to demands, claims, actions, fees, costs and expenses, including attorney and expert witness fees, arising from or connected with or alleged to have arisen from or connected with, relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of Contractor, its agents, employees, or any tier of Contractor's subcontractors in the performance of this Agreement. Contractor's duty to defend, hold harmless and indemnify City, its special districts, elected and appointed officers, officials, agents, and employees shall arise in connection with any tortious claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by an Contractor's acts, errors, mistakes, omissions, work or services in the performance of this Agreement including any employee of Contractor, any tier of Contractor's subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services Contractor may be legally liable.

8. ENFORCED DELAYS (FORCE MAJEURE): Neither City nor Contractor, as the case may be, shall be considered not to have performed its obligations under this Agreement in the event of enforced delay (an "Enforced Delay") due to causes beyond its control and without its fault or negligence or failure to comply with Applicable Laws, including, but not restricted to, acts of God, fires, floods, epidemics, pandemics, quarantine, restrictions, embargoes, labor disputes, and unusually severe weather or the delays of subcontractors or materialmen due to such causes, acts of a public enemy, war, terrorism or act of terror (including but not limited to bio-terrorism or eco-terrorism), nuclear radiation, blockade, insurrection, riot, labor strike or interruption, extortion, sabotage, or similar occurrence or any exercise of the power of eminent domain of any governmental body on behalf of any public entity, or a declaration of moratorium or similar hiatus (whether permanent or temporary) by any public entity directly affecting the Project. In no event will Enforced Delay include any delay resulting from unavailability for any reason of labor shortages, or the unavailability for any reason of particular consultants, subcontractors, vendors or investors desired by Contractor in connection with the Project. Contractor agrees that Contractor alone will bear all risks of delay which are not Enforced Delay. In the event of the occurrence of any such Enforced Delay, the time or times for performance of the obligations of the Party claiming delay shall be extended for a period of the Enforced Delay; provided, however, that the Party seeking the benefit of the provisions of this Section shall, within thirty (30) calendar days after such Party knows or should know of any such Enforced Delay, first notify the other Party of the specific delay in writing and claim the right to an extension for the period of the Enforced Delay; and provided further that in no event shall a period of Enforced Delay exceed ninety (90) calendar days.

9. GOVERNING LAW AND VENUE: The terms and conditions of this Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona. Any action at law or in equity brought by either Party for the purpose of enforcing a right or rights provided for in this Agreement, shall be tried in a court of competent jurisdiction in Pinal County, State of Arizona. The Parties hereby waive all provisions of law providing for a change of venue in such proceeding to any other county. In the event either Party shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition in this Agreement, it is mutually agreed that the prevailing party in such action shall recover all costs including: all litigation and appeal expenses, collection expenses, reasonable attorneys' fees, necessary witness fees and court costs to be determined by the court in such action.

10. INSURANCE: Contractor, at its own expense, shall purchase and maintain the minimum insurance and other additional requirements set forth herein.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Agreement is satisfactorily completed and formally accepted; failure to do so may, at the sole discretion of the City constitute a material breach of this Agreement.

Contractor's insurance shall be primary insurance as respect to City, and any insurance or self-insurance maintained by City shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect City.

The insurance policies, except Workers Compensation, shall contain waiver of transfer rights of recovery (subrogation) against City, its agents, officers, officials and employees for any claims arising out of Contractor's acts, errors, mistakes, omissions, work or services.

The insurance policies may provide coverage which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to City under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and 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.

City reserves the right to request and to receive within ten (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. The insurance policies, except Workers Compensation, required by this Agreement, shall name City, its agent, officers, officials and employees as additional insured parties.

### REQUIRED COVERAGE

#### Commercial General Liability:

Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Agreement which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011-93 or any replacement thereof. In addition, automobile liability coverage of at least \$1 million per occurrence or a combined single limit of at least \$1,000,000 is required. The auto liability policy should contain endorsements for hired autos, non-owned autos and scheduled vehicles, as applicable to the Contractor's business.

Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, nor any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office Inc.'s Additional Insured, Form CG 20101185, and shall include coverage for Contractor's operations and products and completed operations.

If required by this Agreement, if Contractor sublets any part of the work, services or operations, Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Agreement, City and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues Contractor's General Liability insurance.

#### Workers Compensation:

Contractor shall carry Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

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

### CERTIFICATE OF INSURANCE

Prior to commencing work or services under this Agreement, Contractor shall furnish the City with Certificates of Insurance, or formal endorsements as required by Agreement, 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.

In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of the Contractor's work or services and as evidenced by annual Certificates of Insurance, to be filed with the City Clerk of City.

If a policy does expire during the life of the Agreement, a renewal certificate must be sent to City thirty (30) days prior to the expiration date. All Certificates of Insurance shall be identified with bid serial number and title.

Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days' prior written notice to City.

11. SUCCESSORS & ASSIGNS: City and Contractor each bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the contract documents. Neither party to the contract shall assign the contract or sublet it as a whole without the written consent of the other, nor shall Contractor assign any monies due or to become due to or to become due to it without the previous written consent of City.

12. WRITTEN NOTICE: Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or entity, or to an office of the corporation for whom it was intended or if delivered at or sent registered or certified mail, return receipt requested, and first class postage prepaid to the last business address known to them who gives the notice.

13. SAFETY: Contractor and/or its subcontractors shall be solely responsible for job safety at all times.

14. RIGHTS & REMEDIES: The duties and obligations imposed by the contract documents and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by City or Contractor shall constitute a

waiver of any right or duty afforded any of them under the contract, nor shall any action or failure to act constitute an approval of or an acquiescence to any breaches hereunder except as may be specifically agreed to in writing.

15. TERMINATION BY CONTRACTOR AND LIQUIDATED DAMAGES FOR EARLY

TERMINATION: Early termination of contract is permitted at the discretion of Contractor, however, where such discretion is exercised, liquidated damages will be due to City in the sum of 5% of the average monthly billings up to the Termination date. The Parties stipulate that this amount is a reasonable amount that accurately reflects the monetary impact City will experience due to early termination. Contractor shall serve Notice of Early Termination of Contract to City by first class certified U.S. mail ninety (90) calendar days before such termination takes effect.

16. TERMINATION BY CITY: If Contractor is adjudged bankrupt or if it makes a general assignment for the benefit of its creditors or if a receiver is appointed on account of its insolvency, or if it persistently or repeatedly refuses or fails except in case for which extension of time is provided to supply enough properly skilled workers or proper materials or labor or persistently disregards laws, ordinance, rules, regulations or orders of any public authority having jurisdiction or otherwise is guilty of a substantial violation of a provision of the contract documents, City may terminate this contract and take possession of all materials, equipment, tools, construction equipment and machinery thereon owned by Contractor and may finish the work by whatever method it may deem expedient. In such case, Contractor shall not be entitled to receive any further payments.

17. APPEALS: All contractual grievances shall be submitted in writing to the City Manager within five (5) calendar days after the difference of opinion or grievance occurs relating to any of the provisions of the terms of this Agreement. Within five (5) calendar days of receiving a written grievance, the City Manager shall respond in writing to the company. The City Manager's decision shall be final and binding, subject only to a further appeal in the Pinal County Superior Court pursuant to A.R.S. § 12-901, *et seq.*

18. RECORDS: Records of Contractor's labor, payroll and other costs pertaining to this Agreement shall be kept on a generally recognized accounting basis and made available to City for inspection on request. Contractor shall maintain records for a period of at least three (3) years after termination of this Agreement, and shall make such records available during that retention period for examination or audit by City personnel during regular business hours.

19. AMENDMENT: It is mutually understood and agreed that no alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the parties hereto, and that oral understandings or agreements not incorporated herein shall not be binding on the parties.

20. SEVERABILITY: City and Contractor each believe that the execution, delivery and performance of this Agreement are in compliance with all applicable laws.

However, in the unlikely event that any provision of this Agreement is declared void or unenforceable (or is construed as requiring City to do any act in violation of any applicable laws, including any constitutional provision, law, regulation, or city code), such provision shall be deemed severed from this Agreement and this Agreement shall otherwise remain in full force and effect; provided that this Agreement shall retroactively be deemed reformed to the extent reasonably possible in such a manner so that the reformed agreement (and any related agreements effective as of the same date) provide essentially the same rights and benefits (economic and otherwise) to the Parties as if such severance and reformation were not required. Unless prohibited by applicable laws, the Parties further shall perform all acts and execute, acknowledge and/or deliver all amendments, instruments and consents necessary to accomplish and to give effect to the purposes of this Agreement, as reformed.

21. CONFLICT OF INTEREST: This Agreement is subject to and may be terminated by City in accordance with the provisions of A.R.S. § 38-511.

22. TIME IS OF THE ESSENCE: Time is of the essence with respect to all provisions in this Agreement. Any delay in performance by either Party shall constitute a material breach of this Agreement.

23. PROHIBITION TO CONTRACT WITH CONTRACTORS WHO ENGAGE IN BOYCOTT OF THE STATE OF ISRAEL: The Parties acknowledge A.R.S. § 35-393 through 35-393.03, as amended, which forbids public entities from contracting with Contractors who engage in boycotts of the State of Israel. Should Contractor under this Agreement engage in any such boycott against the State of Israel, this Agreement is automatically terminated. Any such boycott is a material breach of contract and will subject Contractor to monetary damages, including but not limited to, consequential and liquidated damages.

24. COMPLIANCE WITH FEDERAL AND STATE LAWS: Contractor understands and acknowledges the applicability of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989 to the services performed under this Agreement.

As required by A.R.S. § 41-4401, Contractor hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Contractor further warrants that after hiring an employee, Contractor will verify the employment eligibility of the employee through the E-Verify program. If Contractor uses any subcontractors in performance of services, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program. A breach of this warranty shall be deemed a material breach of the Agreement that is subject to penalties up to and including termination of this Agreement. Contractor is subject to a penalty of \$100 per day for the first violation, \$500 per day for the second violation, and \$1,000 per day for the third violation. City at

its option may terminate this Agreement after the third violation. Contractor shall not be deemed in material breach of this Agreement if the Contractor and/or subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the E-Verify requirements contained in A.R.S. § 23-214(A). City retains the legal right to inspect the papers of any Contractor or subcontractor employee who works under this Agreement to ensure that the Contractor or subcontractor is complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the Parties may modify this paragraph consistent with state law.

25. LIQUIDATED DAMAGES RELATED TO PERFORMANCE: Contractor hereby fixes the time for beginning work no later than April 24, 2017. Upon failure to start work within the time specified, the Contractor shall pay as liquidated damages for the loss of use of the benefit of this project the sum of \$22.00 per labor hour for the work that remains unfinished. This provision does not limit the liability of Contractor for actual damages sustained by City as a result of any breach of contract by Contractor or early termination of the contract under Section 15 *supra*. In addition Section 19 of the Special Provisions and Specifications for the request for proposals shall apply for all performance failures. The Parties agree the \$22.00 per hour is a reasonable measure City will suffer for Contractor's nonperformance.

26. INSPECTIONS AND QUALITY OF WORK: Contractor understands and agrees that inspection of the work being performed hereunder will occur by City. Contractor agrees that City will have the exclusive right to determine, in its sole discretion, whether the work has been performed in accordance with the Contract Documents. Contractor further agrees to make such corrections to the work as may be directed by City to conform to said Contract Documents without any additional charge or cost to City whatsoever.

27. SUPERVISOR: Contractor shall employ a competent service manager or supervisor who shall be in attendance at the service site during the progress of the work. The supervisor shall represent and be the community agent of the Contractor and communications given to the supervisor shall be as binding as if given to Contractor. Important communications shall be confirmed in writing. The designated supervisor will be:

Name: \_\_\_Javier Berrios\_\_\_

Phone: \_\_\_480-980-2003\_\_\_

Cell Phone: \_\_\_480-980-2003\_\_\_

Emergency Phone: \_\_\_480-980-2003\_\_\_

Email Address: \_\_\_javier.berrios@jbsuperior.com\_\_\_

Address: \_\_\_P O Box 14074\_\_\_

\_\_\_Mesa, AZ 85216-4074\_\_\_

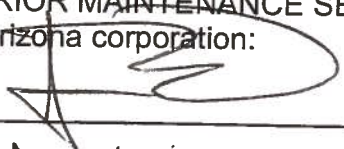
28. PERFORMANCE BOND & LABOR & MATERIAL PAYMENT BOND: Contractor shall provide bonds covering the faithful performance of the contract and the payment of all obligations arising hereunder no later than May 2, 2017. Attached are standard bond forms which must be completed by Contractor and Contractor agrees to conform to all provisions set forth in such forms.

29. COOPERATIVE USE OF CONTRACT: City has entered into various cooperative purchasing agreements with other Arizona government agencies, including the Strategic Alliance for Volume Expenditures ("SAVE") cooperative. This contract may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of the Contractor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency. Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. City shall not be responsible for any disputes arising out of transactions made by others.

30. PROPOSITION 206: City shall have the right to require Contractor to furnish payroll and sick leave documentation of all employees assigned to this Agreement during the Term of this contract as more fully addressed in Proposition 206, effective January 1, 2017.

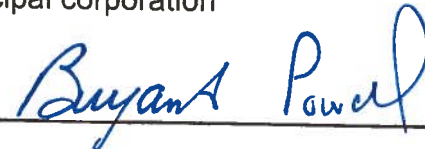
IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed by their duly authorized representative as of this 19 day of APRIL, 2017.

CONTRACTOR:  
JB SUPERIOR MAINTENANCE SERVICES,  
LLC, an Arizona corporation:

By: 

Title: President

CITY:  
CITY OF APACHE JUNCTION, an Arizona  
municipal corporation



By: Bryant Powell

Title: City Manager

APPROVED AS TO FORM:

 4-20-17  
\_\_\_\_\_  
Richard J. Stern  
City Attorney

STATE OF Arizona )  
 ) ss.  
COUNTY of Pinal )

The foregoing was subscribed and sworn to before me this 19 day of April, 2017, by Javier Berrios as President of JB Superior Maintenance Services, LLC., an Arizona corporation.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:

Feb 19, 2018

(seal)



STATE OF ARIZONA )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

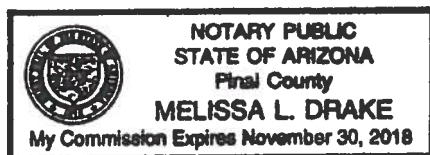
The foregoing was subscribed and sworn to before me this 20<sup>th</sup> day of April, 2017, by Bryant Powell, as City Manager of the City of Apache Junction, Arizona, an Arizona municipal corporation.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:

Nov 30, 2018

(seal)



**STATUTORY PERFORMANCE BOND PURSUANT TO TITLE 34,  
CHAPTER 2, ARTICLE 2, OF THE ARIZONA REVISED STATUTES  
(Penalty of this Bond MUST be 100% of the Contract Amount)**

KNOW ALL MEN BY THESE PRESENTS:

That, \_\_\_\_\_,  
(hereinafter called the Principal), as Principal, and \_\_\_\_\_, a  
company /corporation holding a Certificate of Authority to transact surety business in the State of  
Arizona as issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2,  
Article 1, with its principal office in the City of \_\_\_\_\_ (hereinafter called the  
Surety) are held and firmly bound unto the City of Apache Junction (hereinafter called the  
Obligee), in the amount of \_\_\_\_\_ Dollars(\$  
\_\_\_), for the payment whereof, the said Principal and Surety bind themselves, their heirs,  
administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated  
day of \_\_\_\_\_, 2017 to \_\_\_\_\_ which contract is  
hereby referred to and made a part hereof as fully and to the same extent as if copied at length  
herein.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH, that if the Principal  
faithfully performs and fulfills all of the undertakings, covenants, terms, conditions and  
agreements of the contract during the original term of the contract and any extension of the  
contract, with or without notice to the surety, and during the life of any guaranty required under  
the contract, and also performs and fulfills all of the undertakings, covenants, terms, conditions  
and agreements of all duly authorized modifications of the contract that may hereafter be made,  
notice of which modifications to the surety being hereby waived, the above obligation is void.  
Otherwise it remains in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter  
2, Article 2, of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in  
accordance with the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the  
extend as if they were copies at length in this agreement.

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable  
attorney fees as may be fixed by the judge of the court.

Witness our hand this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
PRINCIPAL

SEAL

\_\_\_\_\_  
AGENCY OF RECORD

BY: \_\_\_\_\_

\_\_\_\_\_  
AGENCY ADDRESS

\_\_\_\_\_  
SURETY

SEAL

BY: \_\_\_\_\_  
ATTORNEY IN FACT

**STATUTORY PAYMENT BOND PURSUANT TO TITLE 34,  
CHAPTER 2, ARTICLE 2, OF THE ARIZONA REVISED STATUTES  
(Penalty of this Bond MUST be 100% of the Contract Amount)**

KNOW ALL MEN BY THESE PRESENTS:

That, \_\_\_\_\_ hereinafter called the Principal), as Principal, and \_\_\_\_\_, a company /corporation holding a Certificate of Authority to transact surety business in the State of Arizona as issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1, with its principal office in the City of \_\_\_\_\_ (hereinafter called the Surety) are held and firmly bound unto the City of Apache Junction (hereinafter called the Obligee), in the amount of \_\_\_\_\_ Dollars(\$\_\_\_\_\_), for the payment whereof, the said Principal and Surety bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated \_\_\_\_\_ day of \_\_\_\_\_, 2017 to \_\_\_\_\_ which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH, that if the said Principal shall promptly pay all moneys due to all persons supplying labor or materials to Principal or Principal's subcontractors in the prosecution of the work provided for in said contract, this obligation shall be void. Otherwise it remains in full force and effect:

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, of the Arizona Revised Statutes, all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of said Title, Chapter and Article, to the same extent as if they were copies at length herein.

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees as may be fixed by the judge of the court.

Witness our hand this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

PRINCIPAL SEAL

BY: \_\_\_\_\_

AGENCY OF RECORD

AGENCY ADDRESS

SURETY SEAL

BY: \_\_\_\_\_  
ATTORNEY IN FACT

**CERTIFICATE OF INSURANCE  
CITY OF APACHE JUNCTION**

The \_\_\_\_\_ certifies that the following insurance policies have been issued on behalf of:

NAME OF INSURED:

ADDRESS OF INSURED:

	Type of Insurance	Policy Number	Effect. Date	Expire Date	Limits of Liability
1.	Workman's Compensation				\$100,000 Each Accident; \$100,000 Each Disease, \$500,000 Disease Policy Limit
2.	Commercial General Liability				\$1,000,000 Each Occurrence; \$2,000,000 Products/Completed Operations Aggregate; \$2,000,000 General Aggregate Limit
3.	Contractual Bodily Injury & Property Damage				\$1,000,000 Each Occurrence
4.	Professional Liability				\$1,000,000 Each Claim
5.	Automobile Bodily Injury & Property Damage				\$1,000,000 Each Occurrence

It is further agreed that these policies shall not expire, be canceled or changed until all work has been completed and the project has been accepted by the City of Apache Junction. If a policy does expire during the life of the contract, a renewal Certificate of the required coverage must be sent to the City of Apache Junction not less than thirty (30) calendar days prior to expiration date. This Certificate is not valid unless countersigned by an authorized representative of the Insurance Company. The Certificate of Insurance must also provide that the City, its officers, employees and agents are additional insured parties.

Date: \_\_\_\_\_ Countersigned by: \_\_\_\_\_

Title: \_\_\_\_\_

SUBSCRIBED AND SWORN TO before me this \_\_\_\_\_ day of \_\_\_\_\_ 2017.

by \_\_\_\_\_ as Insurer.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

## **Exhibit A SCOPE OF WORK**

### **Minimum Staffing Standards**

The Contractor shall maintain a sufficient and qualified work force to adequately meet the requirements of this Agreement, and maintain on-site supervision.

### **Billing Procedures**

1. All invoices must clearly designate how many employees worked, and how many hours were worked. Any incident of reported fraudulent hours will result in termination of contract.
2. Original invoices are to be directed to the City Representative for all related work: 575 East Baseline Ave., Apache Junction AZ 85119. Payment will be made within thirty (30) calendar days of receipt of invoice by the City of Apache Junction Public Works Department. The Apache Junction Public Works Department is open Monday-Thursday 7:00 a.m. - 6:00 p.m.

### **Payments**

Payment will be made to Contractor monthly, calculated in proportion to the annual lump sum contract amount, including unit price cost for any additional approved services provided during that time period or adjustment for worker-hours. It will be the responsibility of the Contractor to justify billing rates higher than merited by the industry time standard for each special cleaning service provided.

### **Price Adjustments**

The City will review fully documented requests for a price increase after any contract has been in effect for two (2) years. All pricing shall be firm for the initial contract period (two years) except for changes necessary to comply with federal minimum wage increases or other federally mandated employee benefit programs which may be enacted by the federal government during the contract period. Any further price increase adjustments will only be made at the time of contract extension and will be a factor in the extension review process.

### **Janitorial Closets**

1. Storage space for Contractor's cleaning materials and equipment shall be available in janitor closets or other designated rooms. It shall be the Contractor's responsibility to maintain the storage area in a clean and orderly manner.
2. Storage areas provided to the Contractor for use during the contract work will be maintained as to provide maximum safety. A Safety Data Sheet book listing all

cleaning products being used by the Contractor will be kept in the storage area during the life of the contract.

3. Contractor shall comply with all federal, state, and local regulations for the storage, labeling, use and disposition of all chemicals.
4. Water hoses connected to the faucet for the janitor sink will be kept within the sink, when not in use, in order that water will not leak from hose onto the floor. Hoses will be kept in good working conditions as to not leak or spray water.
5. No chemical proportioner, or other device will be permanently attached to water faucets.
6. Some rooms also double as rooms used for City equipment and supplies. Care will be taken by Contractor's employees as to not disturb, or harm any City property in the room.
7. Storage of 10 gallon or larger containers/drums of chemical cleaning products will not be allowed.
8. Contractor should estimate use of products to store for no more than a one year supply of cleaning chemical products at any one time.
9. Supplies shall be stored on shelving in designated areas, where available, and shall be clearly identified on the container as to content. No unidentified items may be kept in storage areas. Storage of all hazardous materials shall comply with applicable federal, state, and local laws and regulations.
10. All cleaning materials, scouring powders, etc. shall be stored below eye level to prevent the accidental spilling into the eyes or face. Heavy items shall be stored on the lower shelves.
11. Class 1 flammable liquids (gasoline, benzene, naptha, alcohol, turpentine, and subturps) shall not be stored on any City property.
12. Equipment stored in janitorial closets shall not block sinks, stairs, doorways or service panels.

### **Facility Use**

1. Toilet facilities in the building in which the services are to be performed will be available to the Contractor and their employees. Electrical power for light and small tool operation may be obtained without cost to Contractor from existing utilities within the building as directed by the City.
2. The Contractor's employees shall take breaks and lunch periods in areas to be

designated by City Representative, including, but not limited to smoking breaks. Under no condition shall employees utilize offices or other unauthorized areas for break and lunch periods.

3. The Contractor shall insure that their employees do not use any office equipment, radios, television sets, telephones or other equipment located in the facilities.

### **Performance of Services**

1. The Contractor shall accomplish the cleaning of the buildings listed herein in a manner such that it shall not interfere with other scheduled activities and shall confine their equipment and the operation of their personnel to the locations established by these specifications. All work shall be performed between the hours of **6:00 P.M. and 6:00 A.M. except for weekends and the Municipal Court building and select areas within the City Clerk's office, Finance's office and Information Technology (IT) where services shall only take place from 3:00 P.M. to 5:00 P.M. Monday – Thursday. Work shall be performed after 8:00 P.M. in office areas only at the Multi-Generational Facility and other areas to be started after 9:00 P.M. Monday-Friday and after 3:00 P.M. on Saturdays.** Cleaning times may be adjusted at any time during the Contract period based upon the operational needs of the City providing the Contractor is notified in writing thirty (30) calendar days prior to the date of implementation. (See Exhibit D for specific business days and hours of each building which will affect the individual servicing of each building).
2. Special care shall be taken to prevent damage to any part of the buildings. The Contractor shall be responsible for the repair of damage to building interiors or exteriors that may be caused by workers or equipment being used during the period of this Contract. All such repairs shall be made to meet City scheduling requirements and to the satisfaction of the City Representative.
3. The Contractor must inspect the quality of work performed, using the standards established in this Request for Proposals. The City Representative or his/her designee may perform a quality assurance inspection of the contract building at any time during the contract period. It is expected that 95% of inspections will pass the first time in all areas with a rating of good or excellent. Corrections to inspections will be completed within 2 working days. Should the average of all inspections in a month fall below "good", the Contractor will be notified that such levels must be brought up to "good" or greater rating in all areas or the failure may result in the termination of the contract upon the City giving thirty (30) calendar day notice of termination.
4. Contractor's employees will not unduly disrupt city staff members that are working in facility while Contractor's employees are performing contracted services.
5. The service schedule will not include cleaning service for City holidays, except for

the Multi-Generational Center, unless otherwise specified in other non-routine service agreements. City holidays are as follows:

- "New Year's Day"
- Third Monday in January, "Martin Luther King, Jr./Civil Rights Day"
- Third Monday in February, "Lincoln/Washington President's Day"
- Last Monday in May, "Memorial Day"
- July 4, "Independence Day"
- First Monday in September, "Labor Day"
- November 11, "Veteran's Day"
- Fourth Thursday in November, "Thanksgiving Day"
- Fourth Friday in November (Friday following "Thanksgiving Day")
- December 25, "Christmas Day"

When a holiday falls on a Saturday, the preceding Friday shall be observed.

When a holiday falls on a Sunday, the following Monday shall be observed.

### **Compliance with Laws, Permits and Licenses**

Contractor shall obtain at their expense all necessary permits and licenses to comply with federal, state and local laws ordinances, rules and regulations, including but not limited to occupational safety and health standards and equal employment opportunity.

### **Personnel & Supervision**

1. The Contractor, prior to assignment and commencement of duties, shall submit a "Contractor Personnel Affidavit Form" (Exhibit B) for each employees assigned to the City under this contract, except those employees who are temporarily assigned under time and material provisions. No regular employee will be assigned who does not satisfy the reference check, background investigation and drug test requirements of the affidavit. Contractor will permit the City to review the documented evidence developed in support of the Contractor's Personnel Affidavit regarding persons who are assigned to providing services under this contract.
2. Field Supervisors and at least one member of each work crew shall be sufficiently fluent in English to receive written and oral communications from the City Representative or his/her designee, as well as be able to understand and interpret chemical warning labels and SDS information.
3. Damage or loss caused by a Contractor's employee will be reported immediately to his/her immediate supervisor, who in turn will report the loss or damage to the City Representative.
4. Contractor, prior to commencement of duties, shall describe staff supervision and the steps taken if property is reported lost or missing while Contractor's crew is working in facility. Contractor is responsible for any items missing during their crew's access to facility. Contractor must fully cooperate during any investigation

of a security nature being conducted by City Public Safety personnel or any other authorized agency. This may require any and/or all of the Contractor's personnel to submit to appropriate inquiry and/or testing as deemed necessary. The type, kind and timing of such testing shall be at the discretion of the investigating agency and shall cover any necessary evaluation of the physical condition, character assessment and/or involvement as related to the investigation. All records specific to this Agreement that are kept by Contractor shall be available to inspection upon request of the City's City Clerk Office.

5. Contractor's employees shall be neat and clean in appearance and shall wear a uniform. It is the Contractor's responsibility to obtain such uniforms and to maintain them in good repair. Uniforms shall consist of collared shirts. If shorts are to be worn, they will be of Bermuda style length. Cut-off pants and shirts, tank-tops, and short-shorts are not acceptable. Sandals, thongs, flip-flops, open-toed shoes are also not acceptable.
6. Contractor will provide his employees with identification name tags including the name of the employee, picture of the employee, and will have the company's name, and applicable logo. Employee will wear the name tag in plain view on his person at all times while performing the work of the contract.
7. Upon the onset of services, the Contractor shall maintain and furnish to the City Representative, a list of their employees along with emergency phone numbers and pager numbers to locate company representatives 24 hours a day, 7 days a week.
8. The Contractor shall maintain control of their employees while on City property. Any employee whose work performance or conduct is not in accordance to the Contract Documents, they shall be immediately removed from the City premises. Contractor employees dismissed from their jobs for disciplinary reasons are not to be reassigned to any other position or service for the City. The Contractor shall notify the City Representative in writing of all employee separations/terminations.
9. The Contractor shall insure that all procedures are followed by their employees and will report any problems/emergencies to the City Representative or his/her designee.
10. No open radios will be permitted while performing services of the contract.
11. Personnel relations of employees on the Contractor's payroll shall be the Contractor's responsibility.
12. It shall be understood that any janitorial personnel furnished under this Agreement must be physically capable of any activities required to do the job.

## **Building Access & Keys**

1. The Contractor will be furnished access cards and keys to the buildings included in this Contract and shall be held responsible for their proper use. In most cases there may be three keys assigned for each building. Two keys and access card for the exterior door, and one key for the buildings janitorial closets. Upon termination of this Contract, final payment will not be made until all access cards and keys have been returned to the City.
2. Lost or stolen access cards and keys shall be reported as soon as possible to the City Representative.
3. Failure to return any City access cards of ex-employees will incur liquidated damages.
4. Keys shall not be duplicated and shall not be labeled with buildings names or location. City will code stamp all keys with a City key numbering system.
5. The Contractor will be responsible for any costs incurred by the City for the loss of any key or access card to the building included in this contract. This includes the total cost of re-keying the entire building or buildings, if necessary. Key replacement costs and re-keying costs will be at the prevailing market rate for labor and materials and Contractor shall pay for any emergency re-keying services. Contractor shall pay such costs within thirty (30) calendar days upon being presented such billing.
6. It shall be the Contractor's responsibility to secure all windows and doors opened during the course of servicing when leaving the facility.

## **General Responsibilities**

1. Contractor must notify City Representative or his/her designee of planned carpet extraction and bonnet cleaning activities.
2. Contractor will provide his/her workers with all necessary personal safety equipment to accomplish the work in a safe and healthy manner, observing all local, state, federal, and Occupational Safety & Health Administration safety regulations.
3. Regular parking at city buildings is not an issue at this time. Contractor is to provide all means of transportation required for contract. Contractor shall not drive vehicles on non-paved areas. Driving on paved walk ways is to be limited to necessary use only. Care is to be taken as to not disrupt the normal flow of foot traffic in these areas.
4. Contractor will ensure that the proper care will be taken by Contractor's employees

in regards to the proper cleaning of the City's waterless urinals per the manufactures instructions for the use of the Ecoblue Cube and/or waterless urinal cartridge.

### **Waste Removal**

1. The City's waste removal vendor provides all exterior waste dumpsters and their emptying. Contractor is required to deposit all garbage in the dumpsters and to keep the area around the containers clean. Contractor shall provide transportation for the removal of garbage, from the various areas of the facility to the waste containers. The City will provide location of dumpsters for janitorial use as reflected in Exhibit F.
2. All of the trash in each trash receptacle as specified and at the frequency provided in this Request for Proposals will be removed to the dumpsters. This includes trash that is placed in areas other than adjacent to the trash receptacle, which are marked for removal.
3. Trash materials will not be gathered to any one location within the facility that would impair any movement of persons within the facility, or impair the ability of persons to enter or exit the facility. Trash material will not be allowed to be gathered up and placed in the elevator and remain in such location. Contractor's employees will immediately remove trash materials placed in the elevator, upon reaching the intended floor.
4. At times, especially in the Multi-Generational Recreation Center, City staff will replenish the paper and soap supplies in dispensers, and dispose of trash during the business day. At no time, will the City's replenishment of supplies during the day relieve the Contractor from properly replenishing supplies during their work shift.

### **Paper Recycling**

1. Most facilities are on a trash recycling program. Contractor shall gather paper recyclables within each building from designated areas and deposit in appropriate dumpsters (see Exhibit F for recycling bin locations) as per the frequency specified in this Agreement.
2. Contractor shall remove bags that are placed in areas other than adjacent to the communal recycling receptacle, which is marked for removal (i.e. bags of shredded paper).
3. Emptying of recyclables from individual work stations and offices will not be done by Contractor.

## **Utility Conservation**

1. The Contractor will turn off all applicable interior lights upon completion of services unless City employees are working in such areas.
2. Exterior windows and doors will be kept closed in buildings where there is active air conditioning. If doors are propped open, Contractor shall remain in sight of the door due to security reasons and be cognizant of compromising the building's mosquito and critter-free environment.
3. Thermostat settings will be returned to original settings after area is serviced by Contractor.
4. Contractor will ensure that all water faucets are off in custodial closets, and all other places in the facility not being used by City employees upon completing janitorial duties.

## **Equipment**

The Contractor shall furnish and maintain all equipment required to adequately provide the services under this Contract. This equipment includes all appropriate proportioning and diluting stations for the cleaning products at no cost to the City.

1. All equipment must meet or exceed all Occupational Safety & Health Administration requirements for the class of work being performed. Any equipment unsuitable for use shall be removed from City premises.
2. All Contractor furnished equipment shall be engraved or otherwise identified, so that ownership can be readily determined.
3. Battery operated machines will be kept in proper working order; and there shall be no leaking batteries.
4. Batteries will be charged using proper safety. Some buildings may not afford the proper area for recharging batteries, thus this equipment will need to be charged off-site.

## **Materials Furnished by Contractor**

It is the responsibility of the Contractor to provide all required cleaning chemicals and support materials to provide the services under this Contract. Any surfaces damaged by use of improper chemicals shall be replaced/repaired at Contractor's expense. It is the Contractor's responsibility to comply with the following policies in the purchase, storage and use of chemicals:

1. All federal, state, and local regulations for the storage, labeling, use and disposition

of all chemicals.

2. Dispose of empty chemical containers in accordance with federal, state, and local regulations.
3. File up-to-date Safety Data Sheets (SDS) for all chemicals on file on the worksite.
4. Use the least hazardous chemicals available for protection of the environment, the employees and staff of the City and contract employees. Products used in the performance of this contract will be of low- or no-content of reactive organic compounds, to the maximum extent possible (see "Pre-Approved Chemical Specifications" Exhibit C). The City Representative will have final decision as to what chemicals qualify for use. The City will remove non-approved products if Contractor does not comply with getting approval of chemical products. Contractor will be responsible for replacing with approved products.
5. Limit use of scouring type cleansers and scrub pads. Extreme caution is to be taken if used especially on metal surfaces, as to not scratch these surfaces.
6. Minimize chemicals with an offensive odor.
7. Use UL listed floor finishes to minimize slip and fall accidents.
8. Paper products/liners, etc.
9. The Contractor shall provide the following to be billed separately to the City based on actual quantities:
  - Plastic trash can liners
  - Hand soap and surface mounted dispensers
  - All paper product surface mounted dispensers and related batteries
  - Paper towels
  - Toilet tissue
  - Toilet seat covers
  - Feminine hygiene products

#### **Materials Furnished by the City**

1. The Contractor shall report broken dispensers maintained by the City and re-stocking problems to the City Representative or his/her designee.
2. The City Representative may ask the Contractor, on behalf of the City, to make direct orders to the City's supplier for the materials supplied by the City so as to not disrupt re-stocking needs.
3. The City will provide the following:
  - Antiseptic hand sanitizer and dispensers

- Waterless urinal and replacement cartridges
- Urinal “Ecoblue Cubes” and special cleaner
- Silica sand for cigarette urns

### **Building Security & Safety**

1. No unauthorized persons shall be allowed by the Contractor to enter City buildings. Any unauthorized persons seeking entry into City buildings shall be asked to leave and return during regular business hours. If they refuse, they will be subject to arrest on trespass/disorderly conduct charges.
2. Contractor will be responsible for Contractor's employees, while on the job, in regard to health and safety issues in general, and as to health and safety emergencies.
3. Interior suites and offices of facilities will be secured per City Representative guidelines. Generally, all suites and office doors will remain in the same manner (locked or unlocked, closed or open) as they were when Contractor found them upon arrival to service.
4. Contractor will ensure that janitorial and storage closets used will have doors shut and locked upon leaving for the day.
5. Janitorial and storage closets used by the Contractor that are in public areas, when the public and City staff are in the facility, shall be kept shut and locked at all times that the Contractor is not in the closet.
6. All lost and found items will be reported to the respective building representative of City Representative.
7. Contractor employees will immediately report to City Representative or City of Apache Junction Police Department any abnormalities, hazardous conditions, or immediately dangerous conditions found in the contracted site during the course of their work, such as: fire, water leaks, vandalism, graffiti, or broken windows, and mechanical, plumbing, electrical, and structural deficiencies.
8. Contractor will ensure that any minor water leaks found in the facility, such as in, pipes, faucets, ice makers, drinking fountains, toilets, and urinals, will be reported to the respective building representative or City Representative and/or his or her designee.
9. Contractor's employees will immediately report to the City's Police Department (480 982-8260) any suspicious activity observed in, or on City property.
10. Family, or friends of the Contractor's employees who are not employed by the Contractor will not be allowed in contracted facilities after normal business hours,

or while employees are performing the work of the contract, with the exception of an emergency situation.

11. Contractor and Contractor's employees will not give out door codes, or keys given to them, by the City, to any unauthorized persons.
12. Contractor and his/her employees will not enter contracted facilities using door codes or keys, for any intention, other than to engage in the service of the contract.
13. Employees will use correct arming and disarming methods of alarm systems upon entering, and exiting facilities. Each and every time a City employee is required to respond to a problem caused by the contractor's failure to properly activate or deactivate building alarms or building security will result in liquidated damages being assessed the contractor. Costs which are the actual out-of-pocket expenses experienced by the city of responding to false alarms.
14. Contractor's employees will ensure that areas of ingress and egress of contracted facility will remain secure per Contract Document guidelines while performing the contracted service.
15. Any door found unsecured during the course of the work shall be secured by Contractor. Continual problems with unsecured doors shall be brought to the attention of the City Representative.
16. Contractor's employees will ensure that the facility is secure upon leaving contracted site, paying special attention that all entrance doors are locked, all windows are locked, and all alarm systems are set, according to instructions.

### **Working Environment**

There is no smoking in any City building. Smoking is permitted in outdoor designated areas only.

### **Assessment of Work**

1. Contractor will meet on-site or off-site with the City Representative or his/her designee, on a regular ongoing basis, as deemed necessary, to ensure proper performance of the contract.
2. The City Representative will decide all questions which may arise as to the quality and acceptability of any work performed under this contract. If, in the opinion of the City Representative, performance becomes unsatisfactory, the City shall notify the Contractor.

3. Performance surveys may be distributed to City staff of the contracted sites from time to time by either the Contractor or City Representative. Results of these surveys shall be reviewed by both parties.
4. Contractor's performance will be monitored by the City Representative. Performance will be measured against contract specifications, through observation of Contractor employees while performing services, and by observing the facility after services are completed.
5. The City Representative may at any time require the use or modification of a performance assurance log at any time its use or adjustment is warranted for better communication.

### **CLEANING TASK SPECIFICATIONS**

Detailed janitorial task statements for all buildings are provided below, including any specialized work requested by the City. Refer to the following section, "Cleaning Standards," for a more detailed explanation of cleaning expectations.

#### **1. EMPTYING COMMON AREA TRASH RECEPTACLES**

For each and every contract building when scheduled to be performed, all trash receptacles excluding offices and workstations, shall be emptied each scheduled day. This includes all common areas, public areas, restrooms, break rooms/kitchens, conference rooms, work rooms, file rooms and council chambers. The proper performance of this task requires the following:

- A. Liners that are torn, wet or dirty, after being emptied, shall be replaced and secured around receptacles.
- B. The process of emptying trash receptacles in a building or on a specific floor of a building, once started, shall continue until completed. Waterproof plastic containers shall be used for collection and the in-building transport of all plastic trash bags. Neither liners nor collection bags shall be piled or stored or drug on carpeted areas for any purpose.
- C. Elevators may be used for transporting trash; however, neither collection bags nor Janitorial carts shall be left unattended in an elevator.
- D. Trash being collected shall never be left in a place where it interferes with access to doors or with the free and safe flow of pedestrian or vehicular traffic.
- E. All spills created during the emptying, transfer, or disposal of trash shall be cleaned up promptly, leaving no evidence that a spill ever occurred.

- F. The task of emptying trash receptacles is not complete until all trash is removed from the interior of the building and from exterior receptacles that are located within a twenty-five (25) foot radius of all exterior doors. In addition all trash collected must be disposed of by placing it into the nearest trash dumpster belonging the City of Apache Junction.

## 2. EMPTYING ALL TRASH RECEPTACLES

Unless noted otherwise, for each and every contract building, all trash receptacles shall be emptied each day that the task is scheduled to be performed. This task shall include all office and workstation trash cans. The proper performance of this task requires the following:

- A. Liners that are torn, wet or dirty, after being emptied, shall be replaced and secured around receptacles.
- B. The process of emptying trash receptacles in a building or on a specific floor of a building, once started, shall continue until completed. Waterproof plastic containers shall be used for collection and the in-building transport of all plastic trash bags. Neither liners nor collection bags shall be piled or stored or drug on carpeted areas for any purpose.
- C. Elevators may be used for transporting trash; however, neither collection bags nor Janitorial carts shall be left unattended in an elevator.
- D. Trash being collected shall never be left in a place where it interferes with access to doors or with the free and safe flow of pedestrian or vehicular traffic.
- E. All spills created during the emptying, transfer, or disposal of trash shall be cleaned up promptly, leaving no evidence that a spill ever occurred.
- F. The task of emptying trash receptacles is not complete until all trash is removed from the interior of the building and from exterior receptacles that are located within a twenty-five (25) foot radius of all exterior doors. In addition all trash collected must be disposed of by placing it into the nearest trash dumpster belonging the City of Apache Junction.
- G. Empty of cigarette butts, clean and restock cigarette urns with silica sand as needed.

## 3. EMPTYING CENTRAL PAPER RECYCLING CONTAINERS

For buildings participating in the paper recycling program, each paper recycling container shall be emptied on the days scheduled to be performed. This task

does not include paper recycling containers in individual offices or workstations. The proper performance of this task requires the following:

- A. Paper recycling containers, usually larger than 10 gallons and located at central drop off points within a department, are to be emptied. The janitors shall make sure that interior containers are emptied into the proper exterior recycling container.
- B. Small paper recycling containers usually the color blue and of 10 gallons or less, usually found in individual offices/workstations, are not to be emptied by the janitorial contractor. The City Representative will resolve any questions concerning which recycling specific containers are to be emptied by the janitorial contractor.
- C. Liners that are torn, wet or dirty, after being emptied, shall be replaced and secured around receptacles.
- D. Elevators may be used for transporting recycling; however, neither collection bags nor Janitorial carts shall be left unattended in an elevator.
- E. Recycling being collected shall never be left in a place where it interferes with access to doors or with the free and safe flow of pedestrian or vehicular traffic.

#### 4. RESTROOM, LOCKER/SHOWER ROOM

Unless noted otherwise, this restroom and locker/shower room cleaning task shall be performed each day the task is scheduled to be performed. The proper performance of this cleaning task requires the following:

- A. A disinfectant cleaning solution to clean and wipe down the following surfaces every scheduled cleaning day shall be used. All surfaces shall be wiped dry. Cleaning cloths used for toilets and urinals shall not be used for any other purpose.
  - Toilets (all surfaces and handles)
  - Urinals (all surfaces and handles; including underneath)
  - Wash basins and counter tops
  - Spot clean divider and stall partitions
  - Clean doors and push plates
  - Light switches and switch covers
  - Handles, doorknobs, push plates, chrome fixtures
  - Dispensers and hand dryers
  - Sanitary napkin/tampon receptacles
  - Trash receptacle exterior surfaces
  - Locker room benches & locker doors
  - Shower stalls, floors and walls

- A. Appropriate chemicals, brushes and pumice stone shall be used to remove stains, streaks, film, mildew and other deposits from toilet, urinal, wash basin, shower wall, shower floor and partition surfaces. This shall be done to continuously maintain a very clean appearance and a sanitary, odor-free condition. All surfaces shall be wiped dry to help avoid streaks and spotting from hard water deposits.
- B. Clean shower drains each day this task is scheduled to be performed. This shall include the removal of debris blocking or caught in drains such as hair.
- C. Clean and disinfect shower mats, top and underneath, the same time shower floors are cleaned.
- D. Empty trash and sanitary napkin/tampon receptacles and install new plastic liners as needed (as per specification 1 and 2 above).
- E. With materials supplied by the City, restock all paper and soap dispensers as needed. Leave extra stock in designated restroom areas as desired by the City Representative.
- F. Clean mirrors with glass cleaner until free of streaks and spots.
- G. Spot clean walls; around switch plates, trash cans, doorways, kick plates, baseboards, etc.
- H. Sweep and wet mop all floors and baseboards with a solution of clean water and a disinfectant. Rinse mops often and again after the job is complete. Mops shall be wrung out and hung in the air to dry between cleanings. Dirty or stinking mops are not permitted. Contract shall inspect mops and buckets on a weekly basis to ensure their suitability for cleaning in restrooms and all other areas.
- I. Replace dispenser batteries and urinal deodorants (Ecoblue Cubes) as needed supplied by the City.
- J. Pour one (1) gallon of water in floor drains as needed to mitigate intruding sewer smell.
- K. Dust outer surfaces of lower light fixtures and partitions (less than 10 feet) as needed.
- L. Check and refill paper towel and toilet paper dispensers and soap dispensers. Spot clean outer surfaces.

## 5. RESTROOM, LOCKER/SHOWER ROOM DETAILING

For each and every contract building, the task of restroom and locker room detailing shall be performed as scheduled without exception. The proper performance of this task requires the following:

- A. Use a light acid or non-acid based enzyme cleaner to clean surfaces adjacent to chrome plated and other metal fixtures on toilets, urinals, sinks and showers. Use small brushes, abrasive cleansers and other non-damaging means and chemicals to clean alkaline buildup, soap scum, mildew and other undesirable stains and deposits from fixtures and surfaces of toilets, urinals, sinks, counters, restroom and shower tile adjacent to fixtures. No paper towels or other disposable cloths shall be left in or flushed down toilets.
- B. Clean all caulked and grouted joints and other spaces between restroom, shower or locker room fixtures and tile, cultured marble, fiberglass and/or other waterproof surfaced or painted walls in these areas. This cleaning shall remove all dirt, mildew and other undesirable stains and deposits. Use appropriate chemicals and tools for the various types of surfaces being cleaned. Do not mix chemicals such as chlorine bleach and acid based solutions as many times harmful fumes are created when they are combined.
- C. Clean all areas and hardware where fixtures are attached to, or protrude from, floors or walls, such as toilet and urinal mounting bolts and covers.
- D. Clean around toilets where they meet the floor to remove all stains, leaking fluids and wax ring material that protrudes from under the toilets or up through the mounting flange holes.
- E. Disinfect and sanitize all surfaces of toilets, urinals, partitions, stalls, floors, sanitary napkin receptacles, trash receptacles, paper and soap dispensers, doorknobs, door handles and other surfaces where germs, viruses and fungi are likely to be located. The chemical used shall be sprayed on these surfaces and wiped off with clean disposable towels to prevent streaking and staining. The chemical used shall be classified as a broad spectrum quaternary and shall be bactericidal, virucidal and fungicidal at the dilution rate being applied. The chemical shall not dull the floor gloss or leave any film. Cleaning cloths used for toilets and urinals shall not be used for any other purpose.
- F. Clean the floors, walls, and doors of all shower stalls and common showers with a chemical cleaner that will dissolve hard water deposits, soap scum, mildew and other undesirable deposits. Scrub as necessary to ensure removal of all these deposits and rinse with clean water.

## 6. GENERAL CLEANING

This cleaning task shall be performed as scheduled without exception. The proper performance of this basic task requires the following:

- A. Dusting and/or wet washing shall be performed using appropriate hand tools and cleaning chemicals for the type of surface being dusted or washed. The following building surfaces shall be checked and dusted or wet washed every cleaning day to remove accumulated dust particles, dirt, debris, lint, cobwebs, grime, fingerprints, smudges, streaks, stains, smears, sticky substances, gum, graffiti, film or other deposits and residues. All surfaces shall be dried after being washed with solutions. No streaking or chemical residues shall be left on any surface.
- Walls, partitions & baseboards (low dusting up to 10')
  - Doors, wall trim & moldings
  - Desks, file cabinets, shelves
  - Door and window frames & sill (up to 10')
  - Bulletin boards & display boards
  - Window treatments and picture frames/fixtures in public areas
  - Base structure of chairs other office furniture
  - Hard surfaced chairs
  - Counter tops, tables & display areas
  - Book shelves, cabinets and all horizontal exposed surfaces
  - Visibly soiled vertical surfaces (on walls, furniture etc.)
  - Exposed piping & fire fixtures
  - Light switches, plates & wall outlets
  - Vending machine tops & fronts
  - Kitchen appliance exterior surfaces
  - Light fixture exteriors (up to 10')
  - Interior & exterior stair railings
  - HVAC registers & vent covers (those below 10')
- B. Cigarette urns shall be cleaned of butts, ash and other trash and debris. The sand in sand filled urns shall be routinely screened. The City will supply white silica sand for replacement purposes. The exterior surfaces of all urns shall be kept clean by washing or other means as necessary to keep them looking clean and as sanitary as reasonable.
- C. Kitchen sinks, all tub and sink fixtures, drinking fountains and other plated, natural and stainless metal surfaces shall be wiped, scrubbed, polished and cleaned with the appropriate cleansers, polishes, acid based and other chemicals to remove hard water stains and buildup, streaks, rust and other surface deposits. Likewise, the proper cloths, brushes and scrubbing or scouring pads shall be used to accomplish this task. Rinsing and buffing shall be included in this cleaning process, as necessary, to bring out the original

finish on each of these surfaces. No chemical residue shall be left when the task is completed.

- D. With materials supplied by the City, restock all paper and soap dispensers in break rooms and employee kitchens as needed.
- E. Glass cleaning with appropriate tools and glass cleaning chemicals is required for the following glass surfaces to remove all dirt, streaks, hand smudges, film, glue, unwanted stickers and other substances: door glass, window glass, sidelights, partition glass & plexiglass and mirrors up to ten (10) feet. Floors and ledges below cleaned glass shall be dried after the glass cleaning is completed.
- F. The concrete, asphalt, brick, tile and other hard surfaces on the exterior of each contract site that are located within a twenty-five-foot radius of all exterior doors shall be swept and/or washed, as needed, to remove dust, dirt, trash and debris of all types. This shall include all exterior located entrance mats. The unwanted materials cleaned up shall be picked up and disposed of in a large City trash receptacle. In addition, trash and debris found in planter areas within the same twenty-five foot radius shall also be picked up and disposed of in the same manner. When washing is necessary, standing water shall not be left within the twenty-five-foot radius area. The exterior doors and window frames shall also be cleaned within this area.
- G. Exterior stairwells and patios shall be checked and cleaned by sweeping, washing, power washing or blowing off all floor, tread and landing areas. Regardless of the cleaning methods used, all dust, dirt, trash, debris, gum wads, sticky substances and other deposits shall be removed and properly disposed of. Railings, handles, hand rails, light fixtures and doors associated with the stairwells shall be cleaned.
- H. In public areas, properly arrange furniture for neat and tidy appearance.
- I. Chalk and dry-erase boards cleaned only as requested.
- J. All difficult cleaning situations that cannot be taken care of by the janitorial crew, using standard methods and effort shall be reported to the City Representative.

## 7. FLOOR MAINTENANCE

For each and every contract building, all floors and baseboards shall be checked and maintained for cleanliness and appearance each scheduled day without exception. This task includes the floors and treads of interior and exterior stairwells and all elevators. The proper performance of this cleaning task requires the following:

- A. Locate and remove by sweeping, all loose debris from all hard floor areas including edges and corners. Cigarette butts to be picked up and not swept outside or into landscape areas.
- B. Locate and remove by wet mopping or dust mopping, all dust, dirt, liquids or any other substances from all hard floor areas including edges and corners.
- C. Locate and scrub off by hand or machine methods, all stains, marks, sticky residue and other deposits which were not removed by sweeping or mopping.
- D. Locate and vacuum clean to remove all visible dirt and debris from all public and common carpeted areas including edges and corners and under tables and chairs. This task does not include the vacuuming of offices or open office (cubicle) work station areas. Vacuuming shall include:
  - a. Edge vacuuming around wall baseboards and other areas where furniture meets floor surfaces.
  - b. All floor mats which are then placed back to normal placement upon completion.
  - c. Upholstery vacuuming of public areas and common work areas.
- E. Locate and spot clean all stains and spills from all carpeted areas.
- F. Document and report to City Representative all stains, marks, and deposits that were located and worked on, but which could not be removed by the janitorial crew.
- G. If the flooring becomes wet during any cleaning process it shall be dried using whatever means are necessary. The Contractor is responsible for setting up all warning signs and barriers to prevent slipping accidents while this task is being accomplished. These signs and barriers shall be placed at all points within the contract site where individuals might walk onto a wet or otherwise slippery floor. The warning devices shall be maintained and moved when necessary to other locations as areas are completed and shall not be completely removed until all the floors are completely buffed and dry.
- H. If a janitor is asked by a City employee to come back later to clean an area being used, they are required to return only one time to complete the task. If turned away a second time, the janitorial contractor will defer the task until the next scheduled date without incurring a deficiency notice or liquidated damages for that area. The Contractor will keep a record of being turned

away by city employees and submitted to the City Representative or his/her designee.

8. WALL-TO-WALL VACUUM CLEANING (Includes office vacuuming)

For each and every contract building, wall-to-wall vacuum cleaning of 100 percent of all exposed carpeted areas, including offices, is expected without exception. The required method for this maintenance activity is as follows:

- A. The wall-to-wall vacuum cleaning shall take place on a weekly basis for office areas and daily for public and common areas and shall include edge vacuuming around wall baseboards and other areas where furniture meets floor surfaces.
- B. Shall include thorough vacuuming of floor mats placed back to normal placement upon completion.
- C. Shall include upholstery vacuuming of public areas and common work areas.
- D. If a janitor is asked by a City employee to come back later to clean an area being used, they are required to return only one time to complete the task. If turned away a second time, the custodian will defer the task until the next scheduled date without incurring a deficiency notice or liquidated damages for that area. The Contractor will keep a record of being turned away by city employees and submitted to the City Representative or his/her designee.
- E. Chairs, waste containers, small boxes and other light objects should be moved during wall-to-wall cleaning and returned to their proper locations immediately after completion of the task. No objects shall be placed on desks or tables to facilitate this task.

9. CARPET EXTRACTION CLEANING

Carpet extraction is the preferred carpet cleaning method. Unless noted otherwise, for each and every contract building that has carpeted floor areas, the task of carpet extraction cleaning of these floors shall be performed at the minimum frequency scheduled. Unit pricing shall prevail if the frequency is increased per the approval of the City Representative or his/her designee. The proper performance of this task requires the following:

- A. All loose dirt, sticky substances, trash, debris and other unwanted deposits shall be vacuumed from the carpet in preparation for carpet extraction cleaning.

- B. The carpet shall be inspected for stains, gum and other discolorations before the extraction cleaning begins and an effort shall be made to remove all of the blemishes that are located. The carpet shall be pre-treated as necessary with pre-treating cleaning solutions.
- C. The carpets shall be cleaned using hot water extraction equipment. Cleaning chemicals, approved by the City equipment and carpet manufacturer, shall always be utilized. The chemical cleaning solution shall be mixed at the weakest strength recommended to minimize foaming and residue problems. Waste water shall be disposed of in a City approved sewer drain.
- D. When the Contractor cannot see the unsecured door through which the suction hose has been brought into the building, a helper shall be stationed near the truck and in full view of the unsecured door so that building security is maintained.
- E. All reasonably moveable objects including floor mats and desk chair mats (but not desks, files or other heavy furniture) shall be moved from the area to be cleaned onto other floor areas. The City will arrange for furniture to be moved and returned to its proper position when the City determines that the furniture needs to be moved for the carpet cleaning.
- F. The extraction procedure, once started, shall continue until 100 percent of the carpeted area at the site is cleaned and until the solution being extracted appears to be clean and mostly clear, having a color close to that of clean water.
- G. Only the minimum amount of water necessary for cleaning shall be used to ensure that the carpet can dry as rapidly as possible. When it is necessary to speed the drying of cleaned carpet areas, so that users may have access to areas without walking on wet carpet, the contractor shall supply a sufficient number of carpet drying blowers so that carpet is dry before the building opens at regular hours. In addition, the contractor shall provide a security person to stand by unsecured doors opened for drying of the facility when it is not otherwise open for business. With this requirement in mind, carpeting shall not be cleaned late into the morning of a day the building will be open for business.
- H. Contractor shall notify City Representative of seams unraveling or separations in carpets.
- I. It is the responsibility of the Contractor to operate equipment correctly. Carpet damaged due to improper extraction methods is the liability of the Contractor.

#### 10. CARPET SHAMPOO/SPIN-BONNET CLEANING

Spin-bonnet shampooing of carpets is preferred for public high traffic areas. For each and every contract building that has high trafficked carpeted floor areas, this task shall be performed at the minimum frequency scheduled. Unit price shall prevail if frequency is increased by the City Representative or designee.

- A. All loose dirt, sticky substances, trash, debris and other unwanted deposits shall be vacuumed from the carpet in preparation for carpet shampooing.
- B. The carpet shall be inspected for stains, gum and other discolorations before the shampooing begins and an effort shall be made to remove all of the blemishes that are located.
- C. Furniture and other items moved during shampooing will be replaced to the original order.
- D. Walls, furniture and other surfaces will be wiped clean of any splashes when complete.
- E. Contractor shall notify City Representative of seams unraveling or separations in carpets.

#### 11. SCRUBBING HARD SURFACED FLOORS

For each and every contract building, the task of cleaning and power scrubbing 100 percent of the exposed hard surface floors including restroom floors, within each contract building shall be performed according to the frequency scheduled for each site. Unit pricing per the Contract Documents shall prevail if the frequency is increased per the approval of the City Representative or his/her designee. The proper performance of this task requires the following:

- A. All loose and embedded dirt, stains, streaks, marks, film, sticky substances, gum, debris, cleaning solutions, other unwanted deposits and standing water shall be removed by whatever means are necessary to prepare the floor surface for machine scrubbing.
- B. Floors that are not waxed and not buffed (such as many restroom floors and sealed concrete flooring) shall be machine scrubbed using the proper pads and cleaners to remove all dirt, debris, marks or other unwanted deposits and cleaned to a uniform color and luster.
- C. Rubberized track and weight room rubberized flooring will be machine scrubbed using a non-abrasive pads with a mild phosphate-free, solvent-free and neutral pH cleaner. The floor surface will be dry and streak free

upon completion with no visible detergent residue visible. Air movers will be used as necessary. Weight room equipment will be moved by City staff in coordination with the Contractor for scrubbing activities. Contractor will be responsible to initiate the scrubbing and to arrange it with the needed City staff at a time that is most convenient not to disturb the normal business activities of the facility.

- D. The scrubbing of all hard floor surfaces shall be scheduled and completed within the scheduled contract site on the same day that the floor is cleaned in preparation for buffing or scrubbing. The contractor shall be prepared with sufficient equipment and manpower to complete this task at each contract site prior to the start of the next business day. Failure to complete the entire hard floor area within a site during the same work shift that the work was started may result in an assessment of liquidated damages for the cost of interrupting city operations.
- E. The contractor is responsible for setting up all warning signs and barriers to prevent slipping accidents while this task is being accomplished. These signs and barriers shall be placed at all points within the contract site where individuals might walk onto a wet or otherwise slippery floor. The warning devices shall be maintained and moved when necessary to other locations as areas are completed and shall not be completely removed until all the floors are completely buffed and dry.
- F. The end result of the scrubbing shall be a floor that is clean and uniform cleanliness. The completed floor shall have no streaks, swirls, lint or other debris as a result of the machine scrubbing.
- G. Special care will be taken while performing floor cleaning and maintenance as the Contractor is liable for any damage caused by the floor cleaning and maintenance operation.

## 12. BUFFING HARD SURFACED FLOORS

For each and every contract building, the task of cleaning and buffing 100 percent of the exposed hard surface floors, within each contract building shall be performed according to the frequency listed for each site. Unit pricing per the Contract Documents shall prevail if the frequency is increased per the approval of the City Representative or his/her designee. The proper performance of this task requires the following:

- A. All loose and embedded dirt, stains, streaks, marks, film, sticky substances, gum, debris, cleaning solutions, other unwanted deposits and standing water shall be removed by whatever means are necessary to prepare the floor surface for machine buffing.

- B. Preparation shall include the dust mopping of hardwood floors and damp mopping as needed.
- C. Buffing of all types of hard floor surfaces shall be scheduled and completed within the scheduled contract site on the same day that the floor is cleaned in preparation for buffing or scrubbing. The contractor shall be prepared with sufficient equipment and manpower to complete this task at each contract site prior to the start of the next business day. Failure to complete the entire hard floor area within a site during the same work shift that the work was started may result in an assessment of liquidated damages for the cost of interrupting city operations.
- D. The contractor is responsible for setting up all warning signs and barriers to prevent slipping accidents while this task is being accomplished. These signs and barriers shall be placed at all points within the contract site where individuals might walk onto a wet or otherwise slippery floor. The warning devices shall be maintained and moved when necessary to other locations as areas are completed and shall not be completely removed until all the floors are completely buffed and dry.
- E. The end result of the buffing shall be a floor that is clean and uniform in color and luster. The completed floor shall have no streaks, swirls, burn marks, lint or other debris as a result of the machine buffing.
- F. Special care will be taken while performing floor cleaning and maintenance as the Contractor is liable for any damage caused by the floor cleaning and maintenance operation.

### 13. STRIP AND WAX HARD SURFACED FLOORS

For each and every contract building that has applicable hard surfaced floor areas (i.e. VCT), the task of stripping and waxing these floors shall be performed at the minimum frequency scheduled. Unit pricing per the Contract Documents shall prevail if the frequency is increased per the approval of the City Representative or his/her designee. The proper performance of this task requires the following:

- A. The Contractor is responsible for setting up all warning signs and barriers to prevent slipping accidents while this task is being accomplished. These signs and barriers shall be placed at all points within the contract site where individuals might walk onto a wet or otherwise slippery floor. The warning devices shall be maintained and moved when necessary to other locations as areas are completed and shall not be completely removed until all the floors are dry and safe.

- B. All moveable objects (but not desks, files or other heavy furniture) shall be moved from the area to be stripped and waxed. The City will arrange for heavy furniture to be moved and returned to its proper position when the City determines that stripping and waxing needs to be done in these areas. Chairs, waste containers, small boxes and other light objects shall be moved during wall-to-wall cleaning and returned to their proper locations immediately after completion of the task. No objects shall be placed on desks or tables to facilitate this task.
- C. Stripping chemicals shall be mixed with hot water in a solution to be placed onto the area to be stripped away from adjacent carpeted areas to avoid getting the solution on carpet. The stripping solution and wax shall both be worked from the center of the floor to the edges.
- D. The old wax shall be removed using acceptable industry methods down to bare flooring. The appearance of the flooring prior to placing the new wax layer shall be uniform in color with no traces of the old wax remaining. The floor shall be dry with no stripping solution residue remaining prior to application of new wax.
- E. The wax shall be high quality, high traffic, non-skid type wax that resists yellowing. The first coat shall be placed evenly over the entire floor area. Subsequent coats shall be placed to within four to six inches of baseboards, partition walls, files and other permanently fixed objects. A minimum of three coats shall always be applied. A sufficient number of wax coats shall be applied in high traffic areas to ensure continuous protection of the flooring and the ability to get an even shine after cleaning and buffing.
- F. Baseboards shall be cleaned during the stripping and waxing process at a time within the sequence that will result in a clean and wax free appearance after the last coat of wax has been applied.

#### 14. REFINISHING HARDWOOD FLOORS

For the Multigenerational Recreation Center that has hardwood surfaced floor areas, the task of refinishing these floors shall be performed annually for the aerobics room and once every other year for the gym. Unit pricing as per the Contract Documents shall prevail if the frequency is increased by the City Representative or his/her designee. The proper performance of this task requires the following:

- A. The Contractor is responsible for setting up all warning signs and barriers to prevent slipping accidents while this task is being accomplished. These signs and barriers shall be placed at all points within the contract site where individuals might walk onto a wet or otherwise slippery floor. The warning devices shall be maintained and moved when necessary to other locations

as areas are completed and shall not be completely removed until all the floors are dry and safe.

- B. All moveable objects (but not desks, files or other heavy furniture) shall be moved from the area to be refinished. The City will arrange for heavy furniture to be moved.
- C. Refinishing chemicals shall be a water-base urethane screen and coated with two coats.
- D. The old finish shall be removed using acceptable industry methods down to bare flooring. The appearance of the flooring prior to placing the new finish layers shall be uniform in color with no traces of the old finish remaining.

### **CLEANING PERFORMANCE STANDARDS**

- 1. Entryways: Door handplate/kickplates and door handles/push bars will be fingerprint and smudge free; entry glass windows/doors will be clean and streak free; doorframes will be soiled free.
- 2. Floors: Clean and streak free, including edges and corners; no dust, grit, gum, food, spills or spots.
- 3. Floor Drains: Floor drains in rest rooms, janitorial closets, shower and locker areas are to have water poured in them as to not allow gases to escape due to the floor drains being let to run dry. Generally, approximately 1- 2 gallons of water per drain is sufficient.
- 4. Floor Mats/Rugs: Clean; no dust, grit or litter.
- 5. Vacuumed: Vacuum to produce a clean surface free of dust, grit, litter, gum, food and spills including along wall/furniture edges and corners.
- 6. Horizontal Surfaces: Dust and grit free; no cobwebs; convectors clean and free of streaks and lint; this includes some vertical surfaces.
- 7. Corners/ Baseboards: Corners, high and low, free of cobwebs, dust and dirt; baseboards free of mop marks, carpet bonnet soap, floor wax, scuffs, spills, dust and grit.
- 8. Vents/Ceiling Vents: Corners at ceilings, vents, ceiling panels and grids around vents free of dust lint and dirt build-up.
- 9. Walls: Spills and splatters removed promptly; fingerprints, hand grease and spots removed from surfaces, especially around door frames, corners, light

switches and drinking fountains; footprints and kick marks washed from painted surfaces and dusted from paneled surfaces.

10. Thresholds: Dust, grit and litter free.
11. Trash Containers: Trash emptied on schedule; plastic liners replaced as to provide clean, odor free container; container cleaned as needed.
12. Feminine Waste Disposal Units: Cleaned using disinfectant cleaners each time disposal unit has been emptied of waste products leaving a clean, odor free container.
13. Upholstery: Vacuum and dust to give a dust and grit free surface.
14. Restroom Paper: Every cleaning scheduled day check and refill paper towel dispenser and replace toilet paper with intent to supply enough product as to not cause shortages to next service.
15. Soap Containers: Check/clean and refill as necessary; test dispenser to verify it is operational; reset cartridge if leaking, clean tip and container surface.
16. Sinks: China clean and shiny; hardware clean and shiny, free of soap scum and mineral deposits top to bottom (to include all fixtures and hardware under/on sink).
17. Urinals/Toilet Stools: China and hardware clean, shiny and free of dust, free of hair and mineral deposits top to bottom.
18. Partitions/Walls: Clean leaving no dust, smudges, fingerprints, graffiti and cobwebs without damaging the surface.
19. Glasswork: Clean, leaving no streaks, spots or lint. Window coverings shall be returned to original position after cleaning.
20. Brightwork: Dust and grit free with a shiny surface.
21. Odor: There shall be no unpleasant or strongly noticeable odors.
22. Doors and Frames: will be cleaned on both sides. Hand plates, kick plates will be fingerprint and smudge free.
23. Fountains: Drinking fountain cleaned; vents and pipes dusted, sides free of hand grease and stains; stainless and porcelain disinfected and polished; left streak free and shiny with no mineral deposits.

24. Ash Trays: Receptacles emptied of butts and any trash, wiped clean of spills, splatters, ashes and streaks; odor free; liners replaced as necessary.
25. Stairwells: Corners and surface area, including textured stair treads, free of trash, spills and dirt and dust buildup; vertical areas (i.e., stair fronts, sides of open stairways) free of dust, stains and mop drips; area free of litter, gum, food.
26. Handrails: Surface area, lower rails and supporting brackets free of dust and hand grease; wood, stainless or brass rails polish as necessary, removing smudges and streaks
27. Chalk or Marker Boards and Trays: Marker boards erased (only as directed by users); chamoised or washed/cleaned with appropriate cleaner; frames and trays dusted and free of marker dust, stains or streaks as needed.
28. Cloth Towels/Sponges: May be used to clean surfaces other than toilets, urinals, drinking fountains, sinks, and counters in rest rooms; counters and tables in kitchens; microwave ovens; and refrigerator/freezers/ice makers. Changing of towels frequently is expected as to not distribute soil and bacteria to other surfaces.
29. Furniture Cleaned: All chairs, desks, tables, etc. cleaned and free of spills, dust, gum or graffiti (graffiti which can be removed with no harm to furniture) on all surfaces (i.e., writing surfaces, seats, backs, legs and book holders).
30. Furniture Arranged: Furniture placed neatly in room/office; chairs pushed under tables.
31. Custodial Closets: Area/room free of debris, dust and spills; slop sink free of grit and dirt; surfaces dust free; chemicals and equipment stored in an orderly and accessible manner; supplies stored off the floor as practical to avoid damage to the containers and their contents; equipment properly adjusted for the task and free of malfunctions within the custodians control; report malfunctions to supervisor promptly; mops rinsed and hung to dry as applicable.
32. Exterior Steps and Walks: Outside entrances free of trash and cigarette butts; paved entrances free of dirt clods, gravel and spills to a distance of 25 feet from building, 25 foot radius from the center of the doorway, bottom step or handicap ramp; outdoor trash cans and ash cans emptied and cleaned within this same area.
33. Building Secured: All rooms and outside doors locked/unlocked according to the directives of the building supervisor and/or City Representative; doors

in the immediate cleaning area may be left unlocked during cleaning, if they are in view of the custodian.

34. Uniforms: Collared, neat and in good condition.

35. Chemical Use: Use all chemicals in strict accordance with the directions on the label; any deviations from instructions should be done only with the supervisor's knowledge and approval; Contractor's employees shall wear appropriate protective gear.

### **AREAS NOT TO BE CLEANED AS ROUTINE WORK**

Some areas of contracted facility will not require normal daily routine cleaning. These areas may need cleaning from time to time, and will be separately requested by City Representative or his/her designee on other specific contracts as to when service will be required. Compensation will be given per terms of the unit or hourly price specified through bid by the Contractor in the Contract Documents, for intermittent type cleanings.

A. Some of the general areas of non-routine daily cleaning will be:

1. Mechanical rooms (unless used by Contractor for storage of equipment and supplies).
2. Electrical rooms such as phone, computer server and/or electrical panel rooms.
3. Particular storage rooms (small closets, shop/field equipment rooms, etc.).
4. Vehicle maintenance garages, vehicle storage garages, and interior of dog kennels.
5. Exterior windows and interior windows surfaces above ten (10) feet.

### **ONE-TIME RESTORATIVE CLEANING**

Contractor will have ten (10) business days from the first day that the Contractor commences normal service activity of the contract to identify other one-time cleaning services that he or she deems necessary. He or she will bring these identified services to the attention of the City Representative. The City Representative will make the final decision as to whether such services are necessary and are above the normal scope of work of the contract. If the City Representative deems that said services are necessary, the terms of the service to be performed will be placed in writing before commencement of work by the Contractor. Contractor will have thirty (30) business days from the time he or she receives written documentation from the City Representative, outlining said

services to complete said services. Compensation will be given per terms of the unit or hourly price specified through bid by the Contractor in the Contract Documents. Contractor will forward separate invoices to receive compensation for services.

### **ADDITIONAL CALLS FOR SERVICE**

In the event that other janitorial services, in addition to or separate from the services specified herein, may be deemed necessary by the City Representative or his/her authorized representative, the Contractor may be requested to perform the additional or special services. The Contractor will be reimbursed by the City on the basis of the unit or hourly rate specified through bid by the Contractor in the Contract Documents for these particular services.

### **CLEANING OF WATERLESS URINALS**

- A. The change-out and replacement of waterless urinal cartridges will not be the responsibility of the Contractor. If discovered, the Contractor shall report any malfunctioning or dissipated cartridges to the City Representative or his/her designee.
- B. Specific care by the Contractor shall be taken when cleaning and disinfecting waterless urinals. Only the special cleaning chemicals supplied by the City shall be used for waterless urinals with Ecoblue Cubes. No large amounts of solution or water should be put into an operable waterless urinal.
- C. Contractor will be held financially responsible for the replacement of any urinal cartridge found disabled by negligent cleaning practices.
- D. Placement and monitoring of the Ecoblue Cube supplied by the City will be the responsibility of the Contractor. Notification to the City Representative shall occur if Contractor notices routine vandalization or theft of the Ecoblue Cubes.

### **LIQUIDATED DAMAGES**

The City's expectation is that building facilities will maintain a clean and professional appearance when the janitorial services are performed as outlined in these specifications.

It is the Contractor's obligation to ensure that all provisions of cleaning are completed nightly. If the City deems areas not acceptable as a result of daily evaluation:

1. The Contractor will be contacted and will have the option to correct the discrepancies. If Contractor is unable to correct discrepancies within the timeframe requested of the City Representative, City will correct the discrepancies, or cause the discrepancies to be corrected. Contractor will be charged \$22.00 per hour with a one-hour minimum for all workers needed to correct the discrepancies. City reserves the right to increase this hourly rate on

the renewal date of any Agreement resulting from this solicitation in an amount not to exceed the consumer price index for the Phoenix metropolitan area. This is a liquidated damage charge which City and Contractor agree is a reasonable amount in which City would have to pay for substitute services.

2. The City will provide an itemized accounting of charges to the Contractor.

Contractor and City shall agree upon the following schedule of liquidated damages to be deducted from monies due or to become due to Contractor. These sums are fixed and agreed upon, not as a penalty, but because the Parties agree that the actual loss to City and to the public caused by the omission of work or substandard performance is impractical and extremely difficult to ascertain. Subsequent failures or omissions during any two (2) month period will result in assessment of repeat occurrence liquidated damage charges, as indicated in the table below, to cover the cost increases associated with resolution of repeated problems.

**LIQUIDATED DAMAGE TABLE**

<b>SITUATION</b>	<b>CHARGE FOR FIRST OCCURRENCE</b>	<b>REPEAT OCCURRENCES</b>
A. Failure to perform tasks and related activities per specifications.	\$25 per site	\$50 per site
B. Failure to properly activate/deactivate building alarms or failure to lock doors or windows.	\$50 per site	\$75 per site
C. Lost key/access card replacement.	\$25 per key/access card	\$50 per key/access card
D. Lock Change or re-key required due to Contractor's loss of keys.	\$50 per lock	\$75 per lock
E. Failure to turn off lights before leaving.	\$25 per site	\$50 per site
F. Use of chemical cleaners not subjected to approval. Also, misuse or improper handling, storage, or disposal (including labeling) of these items.	\$25 per site	\$50 per site
H. Use of workers not on the list of approved janitorial employees, or bringing unauthorized persons into city facilities without city approval.	\$25 per site	\$50 per site

SITUATION	CHARGE FOR FIRST OCCURRENCE	REPEAT OCCURRENCES
I. Failure to keep all SDS sheets current in each custodial closet at each contract site or with other safety rules and regulations.	\$25 per site	\$50 per site

**EXHIBIT B**

**CONTRACTOR'S PERSONNEL  
AFFIDAVIT FORM**

**I HEREBY CERTIFY THAT** \_\_\_\_\_  
EMPLOYEE NAME

**HAS MET THE PRE-EMPLOYMENT SCREENING REQUIREMENTS IN  
ACCORDANCE WITH THE PROVISIONS OF THE CITY OF APACHE JUNCTION  
CUSTODIAL SERVICES AGREEMENT.**

1. This employee's former work references have been contacted and appears to be properly qualified for the position of \_\_\_\_\_.
2. This employee has been tested by a federal or Arizona state licensed laboratory and found to show no evidence of using the following nine (9) drugs: amphetamines, barbiturates, benzodiazepines, cocaine, methadone, methaqualone, opiates (heroin), PCP, and THC (marijuana).
3. This employee has no record of felony convictions in the last ten years, according to a background investigation that was conducted by an Arizona state licensed private investigation firm.
4. This employee also has had their employment eligibility verified by their employer who is registered with and is participating in the E-Verify program (A.R.S. § 23-214).

This employee's references, background investigation information, employment eligibility and drug test results are on file in our office and are open for inspection by authorized representatives only.

\_\_\_\_\_  
Signature of Certifier/Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor Firm Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone

## EXHIBIT C

### PRE-APPROVED CHEMICAL SPECIFICATIONS

1. ***All-Purpose Cleaner***

- The product must not contain Butyl (CAS#111-76-2)
- The product must not require rinsing
- The product must not contain solvents or abrasives
- The product must work in cold and hard water
- The product must be biodegradable
- The product must have NFPA ratings of 1,0,0 in concentrate
- The product must be Green Seal or like certified

2. ***Quaternary Disinfectant/Cleaner/Deodorizer***

- The product must effectively kill HIV, Herpes simplex 1&2, German measles, and Influenza
- The product must have a pH of no higher than 7.0 (+/- .3) at the 2 oz. Per gal ratio
- The product must be biodegradable
- The product must have an odor killing deodorizing action
- The product must be solvent free
- The product must be a no rinse formula
- The product must have a quaternary germicide that meets OSHA Bloodborne Pathogens standards

3. ***Neutral Floor Cleaner***

- The product must not contain Butyl (CAS#111-76-2)
- The product must have a pH of no higher than 7.0 in concentrate & adjust the pH of the water to 7.0(+/- .5) when diluted
- The product must not contain solvents or abrasives
- The product must be biodegradable
- The product must work in hard and cold water
- The product must be a no rinse formula
- The product must have NFPA ratings of 1,0,0 in concentrate
- The product must clean floors without leaving a film
- The product must be Green Seal or like certified

4. ***Glass Cleaner***

- The product must not contain Butyl (CAS#111-76-2)
- The product must be non-ammoniated and non-alcohol
- The product must not contain solvents or abrasives
- The product must be a non-streaking formula
- The product must work in hard and cold water
- The product must be safe on Plexiglas
- The product must have NFPA ratings of 0,0,0 in concentrate
- The product must have a flash point of over 145 degrees
- The product must be effective for windows, mirrors, chrome, stainless steel, computer screens, and optical scanners
- The product must be Green Seal or like certified

**5. Heavy Duty Cleaner/Graffiti Remover**

- The product must be non-abrasive, no dulling of surfaces, and clean surface without film or streaking
- The product must be used as a graffiti remover
- The product must not contain Butyl (CAS#111-76-2)
- The product must contain no flash point
- The product must be non-corrosive & non-toxic
- The product must not contain acids, solvents, or caustics
- The product must be ready-to-use
- The product must have NFPA rating of no higher than 1,0,0

**6. Floor Finish/Sealer Combination(High-Maintenance)**

- The product must be non-yellowing
- The product must be non-powdering
- The product must be 25% solids or more
- The product must have no flash point
- The product must be U.L. classified for slip resistance
- The product must be packaged 5 gallon containers or smaller
- The product must have a NFPA rating no higher that 0,0,0

**7. Floor Finish/Sealer Combination(Low-Maintenance)**

- The product must be non-yellowing
- The product must be non-powdering
- The product must be 17% solids or more
- The product must have no flash point
- The product must be U.L. classified for slip resistance
- The product must have a NFPA rating no higher that 0,0,0

**8. Cold Water Based Finish Stripper**

- The product must not contain Butyl (CAS#111-76-2)
- The product must work in cold water only
- The product must remove finish in one application
- The product must not release noxious vapors
- The product must work on all industrial floors
- The product must have NFPA rating of 3,0,0

**5. Odor Counteractant**

- The product must not contain Butyl (CAS#111-76-2)
- The product must not require rinsing
- The product must not contain solvents or abrasives
- The product must work in cold and hard water
- The product must be 100% biodegradable
- The product must have NFPA ratings not to exceed 1,0,0 in concentrate
- The product must not harm floor finish

**6. Carpet Extractor**

- The product must have a built in odor eliminator
- The product must have a built in defoamer
- The product shall contain no listed OSHA hazardous ingredients
- The product must work in hard water
- The product must have NFPA ratings not to exceed 0,0,0 in concentrate

The product must be diluted through dilution system supplied by the Contractor  
The product must not have a pH higher than 9.2 in concentrate

**7. Carpet Pre-Spray**

The product must be a full spectrum spotter that removes oil and water-based stains  
The product must have a built in odor eliminator  
The product shall contain no listed OSHA hazardous ingredients  
The product must work in hard water  
The product must be 100% biodegradable  
The product must have NFPA ratings not to exceed 1,0,0 in concentrate  
The product must have a pH no higher than 7.5 in concentrate

**8. Restroom/Tub & Tile Cleaner**

The product must not contain Butyl (CAS#111-76-2)  
The product must be dilutable  
The product must have no flash point  
The product must be usable on tubs, sinks, floors, walls, shower stalls, toilet bowls and urinals  
The product must be 100% biodegradable  
The product must have NFPA ratings not to exceed 2,0,0 in concentrate

**9. Toilet Bowl Cleaner**

The product must not contain Butyl (CAS#111-76-2)  
The product must not harm plumbing  
The product must be viscous on vertical surfaces  
The product must not contain any abrasives  
The product must have a two-color indicator  
The product must be able to remove hard water, lime, rust, and uric acid  
The product must contain no more than 15% Hydrochloric Acid and 5% Phosphoric Acid

**10. Furniture Polish**

The product must not contain Butyl (CAS#111-76-2)  
The product must be in an aerosol  
The product must be for use on wood and Formica  
The product must contain natural carnauba wax  
The product shall not be classified as a flammable aerosol  
The product must have NFPA ratings not to exceed 1,1,3 in concentrate

**11. Hardwood Floor Finish**

The product must be pre-approved by City Representative and/or designee

# EXHIBIT D

## City Complex and Annex Buildings

### - Estimated Cleanable Flooring, Restroom and Kitchen Fixtures

	Carpet	Vinyl	Linoleum/La minate	Rubberized	Sealed Concrete	Ceramic Tile	Hard- wood	Stairs	TOTAL (SF):	RESTROOM & KITCHEN FIXTURES
Public Works	950	2,500	0	0	530	0	0	100	4,080	6
Animal Control	0	610	0	0	150	0	0	0	760	3
Library	15,370	2,320	0	0	0	2,530	0	0	20,220	22
Parks	2,225	510	0	0	0	0	0	0	2,735	11
Parks & Recreation Office	3,615	0	280	0	0	0	0	0	3,895	4
IT	2,000	0	480	0	0	0	0	0	2,480	7
City Conf. and Park Rangers	2,225	155	0	0	0	0	0	0	2,380	6
City Hall (HR and Admin.)	21,025	3,995	0	0	5,555	1,105	0	380	32,060	33
Municipal Court	5,350	500	0	0	2,500	600	0	0	8,950	21
Multigen Recreation Center	4,230	9,275	0	7,600	6,000	100	9,100	420	36,725	38
Police Dept.	5,116	1,125	0	0	1,160	1,531		0	8,932	31

[illegible]

**EXHIBIT D cont.**

**City Complex and Annex Buildings**

- Estimated High Traffic and Low Traffic carpeting.

	<b>Total Carpeted Areas (sf.)</b>	<b>High Trafficked (Common/Public Areas) (sf.)</b>	<b>Low Trafficked (Non- Common/Public Areas) (sf.)</b>
Public Works	950	0	950
Animal Control	0	0	0
Library	15,370	11,370	4,000
Parks	2,225	1,200	1,025
Parks & Recreation Office	3,615	1,500	2,115
Information Technology	2,000	1,000	1,000
City Conference and Park Rangers	2,225	725	500
City Hall (and HR)	21,025	11,775	9,250
Municipal Court	5,350	4,165	1,185
Multigen Recreation Center	4,230	2,844	1,390
Police Department	5,116	1,779	3,337
<b>TOTALS:</b>	<b>62,106</b>	<b>36,358</b>	<b>24,752</b>

**EXHIBIT D cont.**

**City Complex and Annex Buildings**

- Estimated Number of Trash Receptacles.

	<b>Total Trash Receptacles</b>	<b>10 Gallon Trash Receptacles</b>	<b>&lt; 10 Gallon Trash Receptacles</b>
Public Works	18	3	16
Animal Control	7	2	5
Library	54	9	45
Parks	8	5	3
Parks & Recreation Office	16	4	12
Information Technology	8	3	5
City Conference and Park Rangers	8	4	4
City Hall (HR and Admin.)	88	18	70
Municipal Court	23	8	15
Multigen Recreation Center	20	6	14
Police Department	60	14	46
<b>TOTALS:</b>	<b>310</b>	<b>76</b>	<b>235</b>

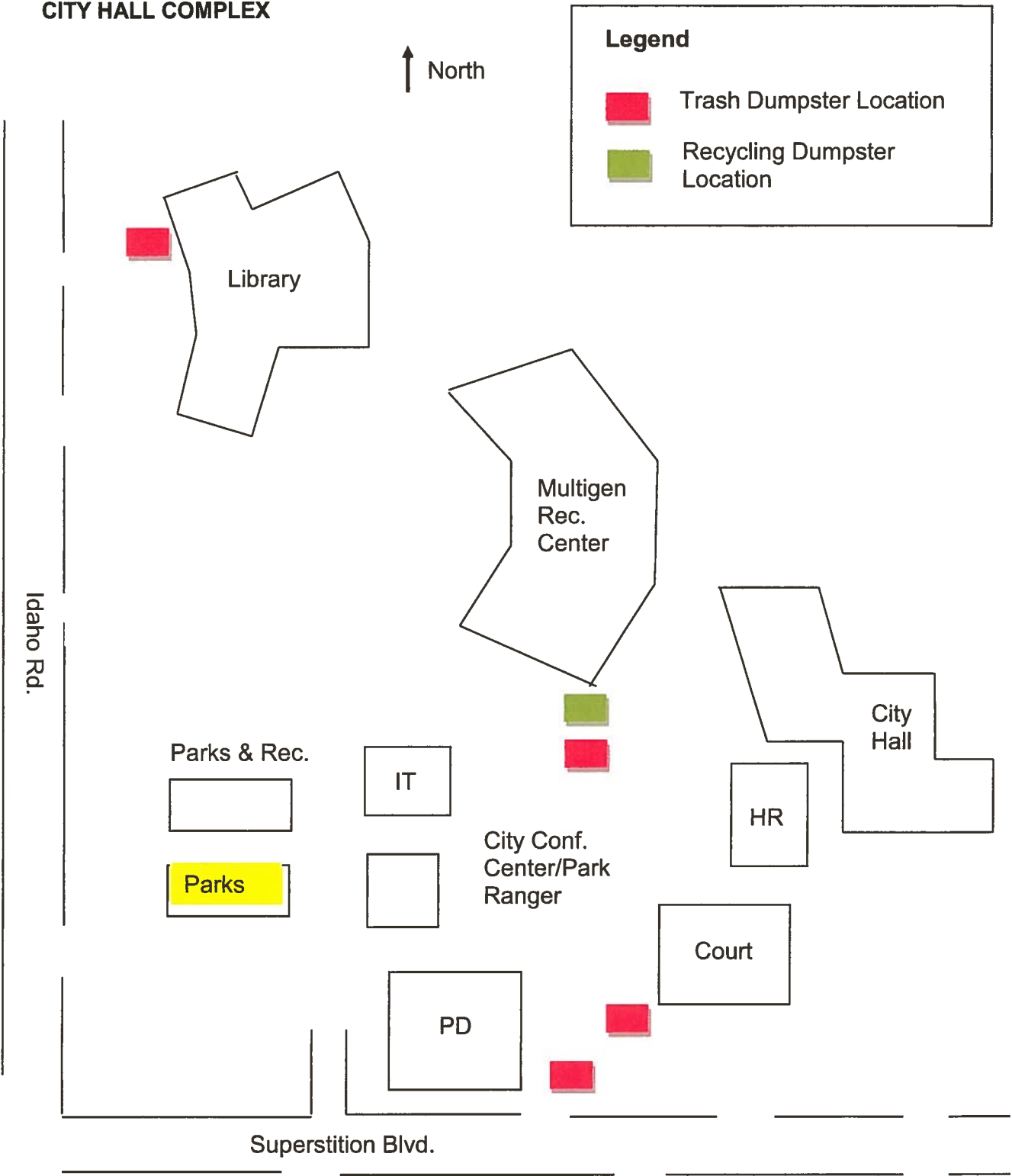
## EXHIBIT E

**Building addresses, business hours, dumpster and recycling bin locations.**

<b>BUILDING NAME</b>	<b>ADDRESS</b>	<b>BUSINESS HOURS</b>		<b>TRASH DUMPSTER LOCATION</b>	<b>RECYCLING BIN LOCATION</b>
ANIMAL CONTROL	725 E. Baseline	10 to 3	T - S	Southeast of building	Behind Public Works building
WEST CITY HALL COMPLEX Conference Center/Park Ranger Information Technology Parks & Rec. Office Parks	1001 N. Idaho Rd.	7 to 6	M - Th	See Exhibit E	See Exhibit E
POLICE DEPARTMENT	1001 N. Idaho Rd.	8 to 5	M - F	Southeast of building	See Exhibit E
LIBRARY	1177 N. Idaho Rd.	9 to 5 9 to 8	MWF & S T & Th	West side of building	See Exhibit E
MULTIGEN RECREATIONAL CENTER	1035 N. Idaho Rd.	5:30 - 9 7 to 7	M - F S	South side of building	See Exhibit E
CITY HALL  Administration Human Resources Municipal Court	300 E. Superstition Blvd.	7 to 6	M - Th	See Exhibit E	See Exhibit E
PUBLIC WORKS	575 E. Baseline	7 to 6	M - Th	Southwest side of building	Southwest side of building

EXHIBIT F

CITY HALL COMPLEX



# EXHIBIT G

## LIBRARY CARPET NEEDS

