

## **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 "Janitorial Services," the "Project."

### **RECITALS**

- A. Contractor has responded to City's request for proposal via RFP No. PW 2017-35, in which Contractor asserts its willingness, ability and qualifications to provide this work and service (hereinafter referred to as the "Work").
- B. City and Contractor desire to set forth herein their respective responsibilities and the manner and terms upon which Contractor shall render the Work.
- C. City has complied with the public bidding requirements under Arizona Revised Statute Title 34 and Apache Junction City Code Article 3-7.

### **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 the Notice Inviting Bid Proposals for Project No. PW2017-35 which includes all required specifications.
- 2. **PRICE**: The Contract shall be the amount payable by the City to the Contractor in the amount of \$275,856.00 for the base bid performance of the work under the contract documents. The unit pricing for one time services to be performed as requested and authorized by the City Representative or his/her designee is set forth in Exhibit A.
- 3. **CONTRACT TERM**: The Term of this Contract shall be from the date of written notice of the acceptance of the proposal by the City Council to April 30, 2019. The City of Apache Junction has the option to renew the Contract for nine (9) additional one-year periods if mutually agreeable. If the contract is renewed, the total length of the contract shall not exceed ten (10) years (365 days in each year) from the original date of award of Contract, except that City reserves the right to unilaterally extend any of the one-year (1) periods by thirty-one (31) days. This provision does not limit the liability of the

Contractor for actual damages sustained by City as a result of any breach of contract or warranty by the Contractor.

4. LABOR AND MATERIALS: Unless otherwise provided in the contract documents, 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 Work, 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 (Not Applicable to Sole Proprietorships)**

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) calendar 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) calendar 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 the 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 OF 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 the City in the sum of 5% of the contract amount for a five (5) year period had the contract been performed for the full first year plus four renewal periods. The Parties stipulate that this amount is a reasonable amount that accurately reflects the monetary impact the 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 works 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 upon certification by the Director of Public Works that sufficient cause exists to justify such action may without prejudice to any right or remedy and after giving the Contractor and its surety if any, ten (10) calendar days written notice, terminate this contract and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the 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 payment until the Work is finished. If the unpaid balance of the contract sum exceeds the cost of finishing the Work such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, Contractor shall pay the difference to City. The amount to be paid to Contractor or to City as the case may be, shall be certified by the City's Director of Public Works and this obligation for payment shall survive the termination of this contract.

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 FOR DELAYED START TIME & PERFORMANCE**

**FAILURES:** Contractor hereby fixes the time for beginning work no later than May 1, 2018. Upon failure to start work within the time specified, 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. In addition Section 19, Liquidated Damages, of the Special Provisions and Specifications for the RFP, shall apply for all performance failures.

**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 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: \_\_\_\_\_

Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Emergency Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

**28. PERFORMANCE BOND & LABOR & MATERIAL PAYMENT BOND:** City shall have the right to require Contractor to furnish bonds covering the faithful performance of the contract and the payment of all obligations arising hereunder. 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: The 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. The City shall not be responsible for any disputes arising out of transactions made by others.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed by their duly authorized representative as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CONTRACTOR:  
JB SUPERIOR MAINTENANCE SERVICES,  
LLC

\_\_\_\_\_

By: \_\_\_\_\_

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

CITY:  
CITY OF APACHE JUNCTION  
an Arizona municipal corporation

\_\_\_\_\_

By: Jeff Serdy \_\_\_\_\_

Title: City Mayor \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Kathleen Connelly

City Clerk

APPROVED AS TO FORM:

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Richard J. Stern  
City Attorney

**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 \_\_\_\_\_, 20\_\_ 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 judgement reasonable attorney fees as may be fixed by the judge of the court.

Witness our hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

PRINCIPAL SEAL

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

AGENCY OF RECORD

\_\_\_\_\_

AGENCY ADDRESS

SURETY SEAL

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

ATTORNEY IN FACT

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 \_\_\_\_\_, 2018 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 \_\_\_\_\_, 2018.

_____ PRINCIPAL	SEAL
_____ AGENCY OF RECORD	BY: _____
_____ AGENCY ADDRESS	_____ SURETY SEAL
BY: _____ ATTORNEY IN FACT	

**CERTIFICATE OF INSURANCE**  
**CITY OF APACHE JUNCTION**  
**PROJECT: PW# \_\_\_\_\_**

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 \_\_\_\_\_ 20\_\_.

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

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

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

## EXHIBIT A

SPEC. REF:	SUPPLEMENTAL TASKS DESCRIPTION OF SERVICES	TASK COST	ESTIMATED ANNUAL QUANTITY
N/A	Day Porter Services - Regular business hours before start of janitorial shifts.	\$__18.00____/hr.	20 hrs.
N/A	Emergency Callout Labor – Day Porter services for after business hours and non-scheduled hours.	\$__27.00____/hr.	N/A
N/A	Interior High Window Cleaning – (above 10') weekdays or weekends.	\$__35.00____/hr.	20 hrs
N/A	Exterior Window Cleaning – weekdays or weekends.	\$__45.00____/hr.	20 hrs
9	Carpet Extraction Cleaning – weekends.	\$__.15_____/s.f.	20,000 s.f.
10	Carpet Shampoo/Spin-Bonnet Cleaning – weekends.	\$__.18_____/s.f.	20,000 s.f.
11	Scrubbing Hard Surfaced Floors – weekends.	\$__.25_____/s.f.	10,000 s.f.
12	Buffing Hard Surfaced Floors – weekdays or weekends.	\$__.20_____/s.f.	20,000 s.f.
13	Strip and Wax Hard Floors – weekdays or weekends for room size areas and larger.	\$___.35_____/s.f.	10,000 s.f.
14	Hardwood Floor Refinishing – holiday weekends.	\$__1.50_____/s.f.	N/A
15	Upholstery Cleaning – weekdays or weekends.	\$_8.00_____/Ch air	50