

CONTRACT FOR GOODS & SERVICES

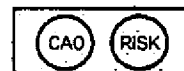
Gutter Cleaning

THIS AGREEMENT is executed this 17 day of October, 2016, by and between the CITY OF MONTEREY, a municipal corporation, hereinafter called "City", and Monterey Bay Window Cleaning Company hereinafter called "Contractor".

IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. **Scope.** Contractor hereby agrees to provide to the City, as the scope of services under this Agreement, the following services: Cleaning of rain gutters on up to 22 City of Monterey Buildings, at time of award 7 buildings are pending approval per Contractors proposal attached as Exhibit "A". In the event of a conflict between the terms of this Agreement and Contractor's Proposal, the terms of this Agreement shall prevail.
2. **Timely.** Contractor shall perform all tasks in a timely fashion, as set forth more specifically in paragraph 3 below. Failure to so perform is hereby deemed a material breach of this Agreement, and City may terminate this Agreement with no further liability hereunder, or may agree in writing with Contractor to an extension of time.
3. **Term.** The work under this Agreement shall commence October 24, 2016 and shall be completed by November 20, 2016 unless City grants a written extension of time as set forth in paragraph 2 above
4. **Payment.** City agrees to pay and Contractor agrees to accept as full and fair consideration for the performance of this Agreement, not to exceed Three Thousand Nine Hundred and Ninety Nine Dollars and no cents (\$3,999.00), at the individual location rates set forth in Exhibit "A". Compensation under this Agreement shall become due and payable 30 days after City's approval of written invoices submitted by Contractor to the City.
5. **Agency.** In performing the services specified under this Agreement, Contractor is hereby deemed to be an independent contractor and not an agent or employee of City.
6. **Insurance.** Contractor shall maintain Workers' Compensation insurance for the benefit of his/her employees, and further shall maintain adequate public liability and property damage insurance in full force and effect during the period of performance of this Agreement. Contractor waives any rights of subrogation against the City of Monterey.
7. **Indemnification.** Contractor hereby agrees to defend, indemnify and hold City harmless from any liability, suit, cause of action, or other legal proceeding (including attorney's fees and costs) which may be brought or claimed against City as a result of Contractor's performance or failure to perform under this Agreement.

T00004-CA OR-4 Contract for Goods & Services – under \$4,000 (v. 3.1 – 10/16/2015)



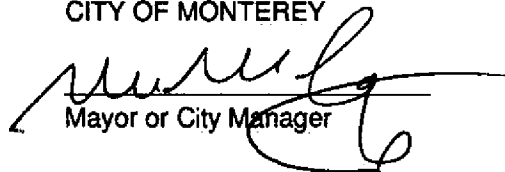
8. **Termination.** Either Contractor or City may terminate this Agreement upon ten days' written notice.

9. **Non-Discrimination.** No discrimination shall be made by Contractor or any subcontractor in the hiring and employment of persons for the work under this Agreement or any other City project because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of any person. Every person in violation of this section is subject to the penalties in accordance with the provisions of Section 1735 of the Labor Code.

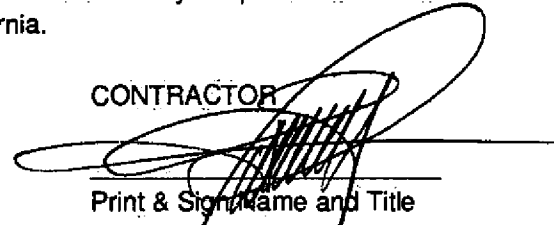
10. **Laws.** Consultant agrees that in the performance of this Agreement it will reasonably comply with all applicable State, Federal and local laws and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of California and the City of Monterey.

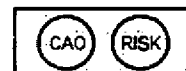
IN WITNESS WHEREOF, this Agreement is entered into by the parties hereto on the day and year first above written in Monterey, California.

CITY OF MONTEREY


Mayor or City Manager

CONTRACTOR


Print & Sign Name and Title
Luis J. de la Rosa
G.M.





Mannie Quaresma <quaresma@monterey.org>

Rain Gutter Cleaning Prices

2 messages

Monterey Bay Window Cleaning Company
 <cleanwindows@montereybaywindowcleaning.com>
 To: Mannie Quaresma <quaresma@monterey.org>

Mon, Oct 10, 2016 at 2:02 PM

Hello Mannie,

We had some issues with our computer system and appears that we are back on business.

I got prices for most of them except for 6 locations. Let me work on those between today and tomorrow.

Thank you

27. City Hall

PENDING w.o. 577072

1. Fire Modular= 610 Pacific St.

PENDING w.o. 577095

2. Police Dept Modular= 580 Pacific St.

PENDING w.o. 577094

3. Archer Park= 542 Archer St.

\$280 w.o. 577093

4. Harbormaster= 250 Figueroa

\$290 w.o. 577091

5. Youth Center= 777 Pearl

\$265 w.o. 577090

6. Oak Knoll Center= 735 Ramona

\$170 w.o. 577089

7. Hilltop Center= 871 Jessie

\$65 w.o. 577088

8. Senior Center= 321 Foam & 280 Dickman \$315 w.o. 577087

9. Housing Rehab = 669 Van Buren St. \$150 w.o. 577086

10. Osio Adobe= 380 Alvarado St. \$180 w.o. 577085

11. Police Dept =351 Madison St. \$330 w.o. 577084

12. Human Resources= 735 Pacific St. PENDING w.o. 577096

13. Streets= 27 Ryan Ranch \$230 w.o. 577083

14. Mechanical= 25 Ryan Ranch \$260 w.o. 577082

15. Parks= 23 Ryan Ranch \$180 w.o. 577081

16. Gordon House= 526 Pierce St. PENDING w.o. 577079

17. Ketcham House= 512 Pierce St. PENDING w.o. 577078

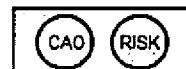
18. Cannery Row Garage= 601 Wave St. PENDING w.o. 577077

19. Fire Station #3= 401 Dela Vina Ave. \$150 w.o. 577076

20. Fire Station #2= 582 Hawthorne St. \$100 w.o. 577075 → Hold please

21. Fire Station #1= 600 Pacific St. \$225 w.o. 577074

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LJD