

CONTRACT FOR GOODS & SERVICES

Window Cleaning Building #207

THIS AGREEMENT is executed this ^{5th} ~~28~~ day of ^{December} ~~November~~, 2016, by and between the CITY OF MONTEREY, a municipal corporation, hereinafter called "City", and Bell's Window Cleaning 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: Window cleaning performed on Building #207. All Windows, 1st and 2nd floor, heavy dirt removal and window cleaning inside and outside.
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 December 9, 2016 and shall be completed by December 31, 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, Seven Hundred Fifty Four Dollars and no cents (\$754.00). 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.
8. **Termination.** Either Contractor or City may terminate this Agreement upon ten days' written notice.

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



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
Sean Cheek
Bell's Window Cleaning
Owner