Parking Lot Cleaning Services Contract

This Contract for Parking Lot Cleaning Services is made effective as of November 1, 2013, by and between Fry's Food and Drug (Kroger) Real Estate Dept., of 500 S. 99th Avenue, Tolleson, AZ 85353, and Gila County, dba Gila Employment and Special Training ("GEST") of 5515 S. Apache Avenue, Suite 200, Globe, Arizona 85501.

DESCRIPTION OF SERVICES. Beginning on November 1, 2013, GEST will provide to Fry's Food and Drug Store, the following services:

Parking lot cleaning and litter removal

All Parking Lot Services will be completed by GEST at Fry's Food and Drug Store hereinafter referred to as the Work Site. Parking Lot Services will be completed one time(s) per week at this site.

SCOPE OF WORK. GEST shall provide all labor, supervision, equipment, tools, and materials, to do the above described Parking Lot Cleaning Services in the Fry's Food and Drug Store property.

PAYMENT. Payment shall be made to Gila Employment and Special Training, Globe, Arizona 85501.

Fry's Food and Drug Store agrees to pay GEST as follows:

$95.00 payment, due the 30th day of each month.

If any invoice is not paid when due, interest will be added to and payable on all overdue amounts at one (1) percent per month, or the maximum percentage allowed under applicable laws, whichever is less. Fry's Food and Drug Store shall pay all costs of collection, including without limitation, reasonable attorney fees.

In addition to any other right or remedy provided by law, if Fry's Food and Drug Store fails to pay for the Services when due, GEST has the option to treat such failure to pay as a material breach of this Contract, and may cancel this Contract and/or seek legal remedies.

INSURANCE: GEST shall maintain general liability, workers compensation and builder's risk insurance.

TERM. This Contract may be terminated by either party upon 30 days prior written notice to the other party.

ACCESS. Fry's Food and Drug Store will allow free access to work areas for workers and vehicles and will allow areas for the storage of materials and debris. Driveways will be kept clear for the movement of vehicles during work hours. GEST will make reasonable efforts to protect driveways, shrubs, and other vegetation.

INDEMNIFICATION. GEST agrees to indemnify and hold Fry's Food and Drug Store harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against Fry's Food and Drug Store that result from the acts or omissions of GEST and/or GEST's employees, agents, or representatives. The scope of this indemnification does not extend to the sole negligence of Fry's Food and Drug Store. It is the responsibility of Fry's Food and Drug Store to provide a safe work environment.

WARRANTY. GEST shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the Parking Lot Cleaning Services which meet generally acceptable standards in GEST's community and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to GEST on similar projects.

DEFAULT. The occurrence of any of the following shall constitute a material default under this Contract:

a. The failure to make a required payment when due.

b. The insolvency or bankruptcy of either party.

c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.

d. The failure to make available or deliver the Parking Lot Cleaning Services in the time and manner provided for in this Contract.

REMEDIES. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have ten days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

FORCE MAJEURE. If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

ENTIRE AGREEMENT. This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

SEVERABILITY. If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

AMENDMENT. This Contract may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

GOVERNING LAW. This Contract shall be construed in accordance with the laws of the State of Arizona.

NOTICE. Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

CLIENT:

By: _____
~~Scott M. Henderson~~ Name Christie Ciesielski
~~Kroger~~ Real Estate Department Title
Fry's

GILA COUNTY:

By: _____ 10-23-13
Don McDaniel, Jr.
Gila County Manager