



City Clerk Document No. 18-2967

City Council Meeting Date: 9/12/19

**CITY OF CHANDLER SERVICES AGREEMENT
CITY PARKS LANDSCAPE SERVICES
CITY OF CHANDLER AGREEMENT NO. CS9-988-4086**

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Grounds Control, LLC., an Arizona Corporation (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made Sept 20, 2019. (Effective Date).

RECITALS

- A. City proposes to contract for park landscape services as more fully described in Exhibit A, which is attached to and made a part of this Agreement by this reference.
- B. Contractor is ready, willing, and able to provide the services described in Exhibit A for the compensation and fees set forth and as described in Exhibits F and G, which is attached to and made a part of this Agreement by this reference.
- C. City desires to contract with the Contractor to provide these services under the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual promises contained in this Agreement, City and Contractor agree as follows:

SECTION I: DEFINITIONS

For purposes of this Agreement, the following definitions apply:

- Agreement** means the legal agreement executed between the City and the Contractor
- City** means the City of Chandler, Arizona
- Contractor** means the individual, partnership, or corporation named in the Agreement
- Days** means calendar days
- May, Should** means something that is not mandatory but permissible
- Shall, Will, Must** means a mandatory requirement

SECTION II: CONTRACTOR'S SERVICES

Contractor must perform the services described in Exhibit A to the City's satisfaction within the terms and conditions of this Agreement and within the care and skill that a person who provides similar services in Chandler, Arizona exercises under similar conditions. All work or services furnished by Contractor under this Agreement must be performed in a skilled and workmanlike manner. Unless authorized by the City in writing, all fixtures, furnishings, and equipment furnished by Contractor as part of the work or services under this Agreement must be new, or the latest model, and of the most suitable grade and quality for the intended purpose of the work or service.

SECTION III: PERIOD OF SERVICE

Contractor must perform the services described in Exhibit A for the term of this Agreement.

The term of the Agreement is **ONE** year, and begins on **October 1, 2019** and ends on **September 30, 2020** unless sooner terminated in accordance with the provisions of this Agreement. The City and the Contractor may mutually agree to extend the Agreement for up to **FOUR** additional terms of **ONE** year each, or portions thereof. The City reserves the right, at its sole discretion, to extend the Agreement for up to 60 days beyond the expiration of any extension term.

SECTION IV: PAYMENT OF COMPENSATION AND FEES

Unless amended in writing by the Parties, Contractor's compensation and fees as more fully described in Exhibits F and G for performance of the services approved and accepted by the City under this Agreement must not exceed \$978,348. Contractor must submit requests for payment for services approved and accepted during the previous billing period and must include, as applicable, detailed invoices and receipts, a narrative description of the tasks accomplished during the billing period, a list of any deliverables submitted, and any subcontractor's or supplier's actual requests for payment plus similar narrative and listing of their work. Payment for those services negotiated as a lump sum will be made in accordance with the percentage of the work completed during the preceding billing period. Services negotiated as a not-to-exceed fee will be paid in accordance with the work completed on the service during the preceding month. All requests for payment must be submitted to the City for review and approval. The City will make payment for approved and accepted services within 30 days of the City's receipt of the request for payment. Contractor bears all responsibility and liability for any and all tax obligations that result from Contractor's performance under this Agreement.

SECTION V: GENERAL CONDITIONS

5.1 Records/Audit. Records of the Contractor's direct personnel payroll, reimbursable expenses pertaining to this Agreement and records of accounts between the City and Contractor must be kept on the basis of generally accepted accounting principles and must be made available to the City and its auditors for up to three years following the City's final acceptance of the services under this Agreement. The City, its authorized representative, or any federal agency, reserves the right to audit Contractor's records to verify the accuracy and appropriateness of all cost and pricing data, including data used to negotiate this Agreement and any amendments. The City reserves the right to decrease the total amount of Agreement price or payments made under this Agreement or request reimbursement from the Contractor following final contract payment on this Agreement if, upon audit of the Contractor's records, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data. The Contractor will include a similar provision in all of its contracts with subcontractors providing services under the Agreement Documents to ensure that the City, its authorized representative, or the appropriate federal agency, has access to the subcontractors' records to verify the accuracy of all cost and pricing data. The City reserves the right to decrease Contract price or payments made on this Agreement or request reimbursement from the Contractor following final payment on this Agreement if the above provision is not included in subcontractor agreements, and one or more subcontractors refuse to allow the City to audit their records to verify the accuracy and appropriateness of all cost and pricing data. If, following an audit of this Agreement, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data, and the cost discrepancies exceed 1% of the total Agreement billings, the Contractor will be liable for reimbursement of the reasonable, actual cost of the audit.

5.2 Alteration in Character of Work. Whenever an alteration in the character of work results in a substantial change in this Agreement, thereby materially increasing or decreasing the scope of services, cost of performance, or Project schedule, the work will be performed as directed by the City. However, before any modified work is started, a written amendment must be approved and executed by the City and the Contractor. Such amendment must not be effective until approved by the City. Additions to, modifications, or deletions from this Agreement as provided herein may be made, and the compensation to be paid to the Contractor may accordingly be adjusted by mutual agreement of the Parties. It is distinctly understood and agreed that no claim for extra work done or materials furnished by the Contractor will be allowed by the City except as provided herein, nor must the Contractor do any work or furnish any materials not covered by this Agreement unless such work is first authorized in writing. Any such work or materials furnished by the Contractor without prior written authorization will be at Contractor's own risk, cost, and expense, and Contractor hereby agrees that without written authorization Contractor will make no claim for compensation for such work or materials furnished.

5.3 Termination for Convenience. The City and the Contractor hereby agree to the full performance of the covenants contained herein, except that the City reserves the right, at its discretion and without cause, to terminate or abandon any service provided for in this Agreement, or abandon any portion of the Project for

which services have been performed by the Contractor. In the event the City abandons or suspends the services, or any part of the services as provided in this Agreement, the City will notify the Contractor in writing and immediately after receiving such notice, the Contractor must discontinue advancing the work specified under this Agreement. Upon such termination, abandonment, or suspension, the Contractor must deliver to the City all drawings, plans, specifications, special provisions, estimates and other work entirely or partially completed, together with all unused materials supplied by the City. The Contractor must appraise the work Contractor has completed and submit Contractor's appraisal to the City for evaluation. The City may inspect the Contractor's work to appraise the work completed. The Contractor will receive compensation in full for services performed to the date of such termination. The fee shall be paid in accordance with Section III of this Agreement, and as mutually agreed upon by the Contractor and the City. If there is no mutual agreement on payment, the final determination will be made in accordance with the Disputes provision in this Agreement. However, in no event may the payment exceed the payment set forth in this Agreement nor as amended in accordance with Alteration in Character of Work. The City will make the final payment within 60 days after the Contractor has delivered the last of the partially completed items and the Parties agree on the final payment. If the City is found to have improperly terminated the Agreement for cause or default, the termination will be converted to a termination for convenience in accordance with the provisions of this Agreement.

5.4 Termination for Cause. The City may terminate this Agreement for Cause upon the occurrence of any one or more of the following events: in the event that (a) the Contractor fails to perform pursuant to the terms of this Agreement, (b) the Contractor is adjudged a bankrupt or insolvent, (c) the Contractor makes a general assignment for the benefit of creditors, (d) a trustee or receiver is appointed for Contractor or for any of Contractor's property (e) the Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, (f) the Contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or (g) the Contractor fails to cure default within the time requested. Where Agreement has been so terminated by City, the termination will not affect any rights of City against Contractor then existing or which may thereafter accrue.

5.5 Indemnification. The Contractor (Indemnitor) must indemnify, defend, save and hold harmless the City and its officers, officials, agents and employees (Indemnitee) from any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees and costs of claim processing, investigation and litigation) (Claims) caused or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of the Contractor or any of its owners, officers, directors, agents, employees, or subcontractors in connection with this Agreement. This indemnity includes any claim or amount arising out of or recovered under workers' compensation law or on account of the failure of the Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Contractor must indemnify Indemnitee from and against any and all Claims, except those arising solely from Indemnitee's own negligent or willful acts or omissions. The Contractor is responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Agreement, the Contractor agrees to waive all rights of subrogation against Indemnitee for losses arising from or related to this Agreement. The obligations of the Contractor under this provision survive the termination or expiration of this Agreement.

5.6 Insurance Requirements. Contractor must procure insurance under the terms and conditions and for the amounts of coverage set forth in Exhibit M against claims that may arise from or relate to performance of the work under this Agreement by Contractor and its agents, representatives, employees, and subcontractors. Contractor and any subcontractors must maintain this insurance until all of their obligations have been discharged, including any warranty periods under this Agreement. These insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the minimum limits stated in Exhibits M are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Agreement by the Contractor, the Contractor's agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

5.7 Cooperation and Further Documentation. The Contractor agrees to provide the City such other duly executed documents as may be reasonably requested by the City to implement the intent of this Agreement.

5.8 Notices. Unless otherwise provided, notice under this Agreement must be in writing and will be deemed to have been duly given and received either (a) on the date of service if personally served on the party to whom notice is to be given, or (b) on the date notice is sent if by electronic mail, or (c) on the third day after the date of the postmark of deposit by first class United States mail, registered or certified, postage prepaid and properly addressed as follows:

For the City

Name: Rex Hartmann
Title: Parks Maintenance Program Administrator
Address: 650 E. Ryan Rd.
Chandler, AZ 85225
Phone: 480-782-2748
Email: rex.hartmann@chandleraz.gov

For the Contractor

Name: Todd Huston
Title: President
Address: 2960 E. Elwood St.
Phoenix, AZ 85040
Phone: 602-318-5350
Email: todd.huston@groundscontrol.com

5.9 Successors and Assigns. City and Contractor each bind itself, its partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party in respect to all covenants of this Agreement. Neither the City nor the Contractor may assign, sublet, or transfer its interest in this Agreement without the written consent of the other party. In no event may any contractual relation be created between any third party and the City.

5.10 Disputes. In any dispute arising out of an interpretation of this Agreement or the duties required not disposed of by agreement between the Contractor and the City, the final determination at the administrative level will be made by the City Purchasing and Materials Manager.

5.11 Completeness and Accuracy of Contractor's Work. The Contractor must be responsible for the completeness and accuracy of Contractor's services, data, and other work prepared or compiled under Contractor's obligation under this Agreement and must correct, at Contractor's expense, all willful or negligent errors, omissions, or acts that may be discovered. The fact that the City has accepted or approved the Contractor's work will in no way relieve the Contractor of any of Contractor's responsibilities.

5.12 Withholding Payment. The City reserves the right to withhold funds from the Contractor's payments up to the amount equal to the claims the City may have against the Contractor until such time that a settlement on those claims has been reached.

5.13 City's Right of Cancellation. The Parties acknowledge that this Agreement is subject to cancellation by the City under the provisions of Section 38-511, Arizona Revised Statutes (A.R.S.).

5.14 Independent Contractor. For this Agreement the Contractor constitutes an independent contractor. Any provisions in this Agreement that may appear to give the City the right to direct the Contractor as to the details of accomplishing the work or to exercise a measure of control over the work means that the Contractor must follow the wishes of the City as to the results of the work only. These results must comply with all applicable laws and ordinances.

5.15 Project Staffing. Prior to the start of any work under this Agreement, the Contractor must assign to the City the key personnel that will be involved in performing services prescribed in the Agreement. The City may acknowledge its acceptance of such personnel to perform services under this Agreement. At any time hereafter that the Contractor desires to change key personnel while performing under the Agreement, the Contractor must submit the qualifications of the new personnel to the City for prior approval. The Contractor will maintain an adequate and competent staff of qualified persons, as may be determined by the City, throughout the performance of this Agreement to ensure acceptable and timely completion of the Scope of Services. If the City objects, with reasonable cause, to any of the Contractor's staff, the Contractor must take prompt corrective action acceptable to the City and, if required, remove such personnel from the Project and replace with new personnel agreed to by the City.

5.16 Subcontractors. Prior to beginning the work, the Contractor must furnish the City for approval the names of subcontractors to be used under this Agreement. Any subsequent changes are subject to the City's written prior approval.

5.17 Force Majeure. If either party is delayed or prevented from the performance of any act required under this Agreement by reason of acts of God or other cause beyond the control and without fault of the Party (financial inability excepted), performance of that act may be excused, but only for the period of the delay, if the Party provides written notice to the other Party within 10 days of such act. The time for performance of the act may be extended for a period equivalent to the period of delay from the date written notice is received by the other Party.

5.18 Compliance with Federal Laws. Contractor understands and acknowledges the applicability of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989 to it. The Contractor agrees to comply with these laws in performing this Agreement and to permit the City to verify such compliance.

5.19 No Israel Boycott. By entering into this Agreement, Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of the Agreement, not to engage in a boycott of Israel as defined by state statute.

5.20 Legal Worker Requirements. A.R.S. § 41-4401 prohibits the City from awarding a contract to any contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Contractor agrees Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with § 23-214, subsection A. A breach of this warranty will be deemed a material breach of the Agreement and may be subject to penalties up to and including termination of the Agreement. City retains the legal right to inspect the papers of any Contractor's or subcontractor's employee who provides services under this Agreement to ensure that the Contractor and subcontractors comply with the warranty under this provision.

5.21 Lawful Presence Requirement. A.R.S. §§ 1-501 and 1-502 prohibit the City from awarding a contract to any natural person who cannot establish that such person is lawfully present in the United States. To establish lawful presence, a person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. This requirement does not apply to business organizations such as corporations, partnerships, or limited liability companies.

5.22 Covenant Against Contingent Fees. Contractor warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the Chandler City Council, or any City employee has any interest, financially, or otherwise, in Contractor's firm. For breach or violation of this warrant, the City may annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

5.23 Non-Waiver Provision. The failure of either Party to enforce any of the provisions of this Agreement or to require performance of the other Party of any of the provisions hereof must not be construed to be a waiver of such provisions, nor must it affect the validity of this Agreement or any part thereof, or the right of either Party to thereafter enforce each and every provision.

5.24 Disclosure of Information Adverse to the City's Interests. To evaluate and avoid potential conflicts of interest, the Contractor must provide written notice to the City, as set forth in this Section, of any work or services performed by the Contractor for third parties that may involve or be associated with any real property or personal property owned or leased by the City. Such notice must be given 7 business days prior to commencement of the services by the Contractor for a third party, or 7 business days prior to an adverse action as defined below. Written notice and disclosure must be sent to the City's Purchasing and Materials Manager. An adverse action under this Agreement includes, but is not limited to: (a) using data as defined in the Agreement acquired in connection with this Agreement to assist a third party in pursuing administrative or judicial action against the City; or (b) testifying or providing evidence on behalf of any person in connection with an administrative or judicial action against the City; or (c) using data to produce income for the Contractor or its employees independently of performing the services under this Agreement, without the prior written consent of the City. Contractor represents that except for those persons, entities, and projects identified to the City, the services performed by the Contractor under this Agreement are not expected to create an interest with any person, entity, or third party project that is or may be adverse to the City's interests. Contractor's failure to provide a written notice and disclosure of the information as set forth in this Section constitute a material breach of this Agreement.

5.25 Data Confidentiality and Data Security. As used in the Agreement, data means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by, obtained by, or transmitted to the Contractor or its subcontractors in the performance of this Agreement. The Parties agree that all data, regardless of form, including originals, images, and reproductions, prepared by, obtained by, or transmitted to the Contractor or its subcontractors in connection with the Contractor's or its subcontractor's performance of this Agreement is confidential and proprietary information belonging to the City. Except as specifically provided in this Agreement, Contractor or its subcontractors must not divulge data to any third party without the City's prior written consent. Contractor or its subcontractors must not use the data for any purposes except to perform the services required under this Agreement. These prohibitions do not apply to the following data provided to the Contractor or its subcontractors have first given the required notice to the City: (a) data which was known to the Contractor or its subcontractors prior to its performance under this Agreement unless such

data was acquired in connection with work performed for the City; or (b) data which was acquired by the Contractor or its subcontractors in its performance under this Agreement and which was disclosed to the Contractor or its subcontractors by a third party, who to the best of the Contractor's or its subcontractors knowledge and belief, had the legal right to make such disclosure and the Contractor or its subcontractors are not otherwise required to hold such data in confidence; or (c) data which is required to be disclosed by virtue of law, regulation, or court order, to which the Contractor or its subcontractors are subject. In the event the Contractor or its subcontractors are required or requested to disclose data to a third party, or any other information to which the Contractor or its subcontractors became privy as a result of any other contract with the City, the Contractor must first notify the City as set forth in this Section of the request or demand for the data. The Contractor or its subcontractors must give the City sufficient facts so that the City can be given an opportunity to first give its consent or take such action that the City may deem appropriate to protect such data or other information from disclosure. Unless prohibited by law, within ten calendar days after completion of services for a third party on real or personal property owned or leased by the City, the Contractor or its subcontractors must promptly deliver, as set forth in this Section, a copy of all data to the City. All data must continue to be subject to the confidentiality agreements of this Agreement. Contractor or its subcontractors assume all liability to maintain the confidentiality of the data in its possession and agrees to compensate the City if any of the provisions of this Section are violated by the Contractor, its employees, agents or subcontractors. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. A violation of this Section may result in immediate termination of this Agreement without notice.

5.26 Personal Identifying Information-Data Security. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times by Contractor and any of its subcontractors. At a minimum, Contractor must encrypt or password-protect electronic files. This includes data saved to laptop computers, computerized devices, or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed. In the event that data collected or obtained by Contractor or its subcontractors in connection with this Agreement is believed to have been compromised, Contractor or its subcontractors must immediately notify the City contact. Contractor agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. It is further agreed that a violation of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice. The obligations of Contractor or its subcontractors under this Section must survive the termination of this Agreement.

5.27 Jurisdiction and Venue. This Agreement is made under, and must be construed in accordance with and governed by the laws of the State of Arizona without regard to the conflicts or choice of law provisions thereof. Any action to enforce any provision of this Agreement or to obtain any remedy with respect hereto must be brought in the courts located in Maricopa County, Arizona, and for this purpose, each Party hereby expressly and irrevocably consents to the jurisdiction and venue of such court.

5.28 Survival. All warranties, representations, and indemnifications by the Contractor must survive the completion or termination of this Agreement.

5.29 Modification. Except as expressly provided herein to the contrary, no supplement, modification, or amendment of any term of this Agreement will be deemed binding or effective unless in writing and signed by the Parties.

5.30 Severability. If any provision of this Agreement or the application to any person or circumstance may be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application will not be affected and will be enforceable to the fullest extent permitted by law.

5.31 Integration. This Agreement contains the full agreement of the Parties. Any prior or contemporaneous written or oral agreement between the Parties regarding the subject matter is merged and superseded.

5.32 Time is of the Essence. Time of each of the terms, covenants, and conditions of this Agreement is hereby expressly made of the essence.

5.33 Date of Performance. If the date of performance of any obligation or the last day of any time period provided for should fall on a Saturday, Sunday, or holiday for the City, the obligation will be due and owing,

and the time period will expire, on the first day after which is not a Saturday, Sunday or legal City holiday. Except as may otherwise be set forth in this Agreement, any performance provided for herein will be timely made if completed no later than 5:00 p.m. (Chandler time) on the day of performance.

5.34 Third Party Beneficiary. Nothing under this Agreement will be construed to give any rights or benefits in the Agreement to anyone other than the City and the Contractor, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of City and the Contractor and not for the benefit of any other party.

5.35 Conflict in Language. All work performed must conform to all applicable City of Chandler codes, ordinances, and requirements as outlined in this Agreement. If there is a conflict in interpretation between provisions in this Agreement and those in the Exhibits, the provisions in this Agreement prevail.

5.36 Document/Information Release. Documents and materials released to the Contractor, which are identified by the City as sensitive and confidential, are the City's property. The document/material must be issued by and returned to the City upon completion of the services under this Agreement. Contractor's secondary distribution, disclosure, copying, or duplication in any manner is prohibited without the City's prior written approval. The document/material must be kept secure at all times. This directive applies to all City documents, whether in photographic, printed, or electronic data format.

5.37 Exhibits. The following exhibits are made a part of this Agreement and are incorporated by reference:

Exhibit A - Project Description/Scope of Services	Exhibit H – Extra Work Rates
Exhibit B – Contract Frequency Schedule	Exhibit I – Park Features
Exhibit C – Locations with Descriptions	Exhibit J – Contractor Equipment List
Exhibit D – Daily Work Schedule	Exhibit K – Inspection Forms and Reports
Exhibit E – Tree & Shrub Pruning Specifications	Exhibit L – Locations with Maps
Exhibit F – Landscape Maintenance Pricing	Exhibit M – Insurance Requirements
Exhibit G – Landscape Pre-Emergent Pricing	Exhibit N – Special Conditions

5.38 Special Conditions. As part of the services Contractor provides under this Agreement, Contractor agrees to comply with and fully perform the special terms and conditions set forth in Exhibit N, which is attached to and made a part of this Agreement.

5.39 Cooperative Use of Agreement. In addition to the City of Chandler and with approval of the Contractor, this Agreement may be extended for use by other municipalities, school districts and government agencies of the State. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

If required to provide services on a school district property at least 5 times during a month, the Contractor will submit a full set of fingerprints to the school of each person or employee who may provide such service. The District will conduct a fingerprint check in accordance with A.R.S. 41-1750 and Public Law 92-544 of all Contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the District. Additionally, the Contractor will comply with the governing body fingerprinting policies of each individual school district/public entity. The Contractor, sub-contractors, vendors and their employees will not provide services on school district properties until authorized by the District.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City will not be responsible for any disputes arising out of transactions made by other agencies who utilize this Agreement.

5.40 Non-Discrimination and Anti-Harassment Laws. Contractor must comply with all applicable City, state, and federal non-discrimination and anti-harassment laws, rules, and regulations.

5.41 Licenses and Permits. Beginning with the Effective Date and for the full term of this Agreement, Contractor must maintain all applicable City, state, and federal licenses and permits required to fully perform Contractor's services under this Agreement.

5.42 Warranties. Contractor must furnish a one-year warranty on all work and services performed under this Agreement. Contractor must furnish, or cause to be furnished, a 2-year warranty on all fixtures, furnishings, and equipment furnished by Contractor, subcontractors, or suppliers under this Agreement. Any defects in design, workmanship, or materials that do not comply with this Agreement must be corrected by Contractor (including, but not limited to, all parts and labor) at Contractor's sole cost and expense. All written warranties

and redlines for as-built conditions must be delivered to the City on or before the City's final acceptance of Contractor's services under this Agreement.

5.43 Emergency Purchases. City reserves the rights to purchase from other sources those items, which are required on an emergency basis and cannot be supplied immediately by the Contractor.

5.44 Non-Exclusive Agreement. This agreement is for the sole convenience of the City of Chandler. The City reserves the right to obtain like goods or services from another source when necessary.

5.45 Budget Approval Into Next Fiscal Year. This Agreement will commence on the Effective Date and continue in full force and effect until it is terminated or expires in accordance with the provisions of this Agreement. The Parties recognize that the continuation of this Agreement after the close of the City's fiscal year, which ends on June 30 of each year, is subject to the City Council's approval of a budget that includes an appropriation for this item as expenditure. The City does not represent that this budget item will be actually adopted. This determination is solely made by the City Council at the time Council adopts the budget.

This Agreement shall be in full force and effect only when it has been approved and executed by the duly authorized City officials.

FOR THE CITY

By: Kevin Hartke

Its: Mayor

FOR THE CONTRACTOR

By: [Signature]

Its: PRESIDENT / OWNER

APPROVED AS TO FORM:

By: [Signature]
City Attorney *MCS*

ATTEST:

By: [Signature]
City Clerk



**EXHIBIT A TO AGREEMENT
SCOPE OF SERVICES**

SECTION I – GENERAL

Contractor shall provide Landscaping Services at various locations throughout the City. The specifications listed below are the minimum requirements and are intended to govern the requirements desired. The City of Chandler reserves the right to evaluate variations from these specifications.

CONTRACTOR shall provide CITY with landscape maintenance services in parks and non-park sites listed herein. All specifications apply to all locations, except where noted. The rate for landscape maintenance services shall include all necessary labor, equipment, and supplies to perform the services as required in this Scope of Work.

VENDOR QUALIFICATIONS

The CONTRACTOR shall be in compliance with all applicable Federal, State, Local, ANSI and OSHA laws, rules and regulations and all other applicable regulations for the term of this contract.

The CONTRACTOR **must** hold a valid Landscaping and Irrigation Systems 'A-21' category license or 'K-21' category license as issued by the State of Arizona Registrar of Contractors prior to submission of a proposal and must maintain same throughout the duration of the contract term and any subsequent contract extensions. Failure to maintain said license may be grounds for default of the contract and subsequent termination.

The CONTRACTOR may not subcontract any segment or services covered herein, without prior approval of the Contract Administrator/designee. All subcontractors used under the scope of this contract shall meet all requirements, terms and conditions set forth herein. All subcontracted services shall be warranted by and be the responsibility of the CONTRACTOR.

The CONTRACTOR **MUST** have and maintain full time Company representation located in the Phoenix, Arizona metropolitan area, with the ability and authority to address all Contract issues that may develop. The CONTRACTOR shall provide to the Contract Administrator/designee, the individual's name and contact information, including cellular phone, pager, and off-hours phone numbers.

The CONTRACTOR, without additional expense to the City, shall be responsible for obtaining and maintaining any necessary licenses and permits required in connection with the completion of the required services herein.

SCOPE OF WORK FOR ALL SITES

1. DESCRIPTION.

CONTRACTOR shall furnish all labor, licenses and permits, as well as material and equipment necessary to maintain the CITY locations as specified herein. For this Agreement, the CONTRACTOR shall be licensed by the Arizona Registrar of Contractors as an active, licensed landscape contractor. The CITY is requiring CONTRACTOR to have a qualifying party at time of submittal as well as a qualifying party with a proper active license with the Office of Pest Management.

CONTRACTOR shall keep all areas clean of weeds, debris, dog waste, dried/dead plants or parts of plants (leaves, fronds, branches, etc.), tumbleweeds, seedlings, and suckers. This is to include sidewalks, walls and areas adjacent to the inside and outside of walls or any area where debris may collect. All trees and shrubs shall be kept in such a manner that they present a pleasing appearance and are not a sight or safety hazard. All areas shall be fertilized in accordance with specifications listed herein. Gravel areas shall be kept clean and raked in accordance with specifications to present a pleasing appearance. All irrigation systems shall be repaired and operating efficiently to insure healthy plants and turf. All turf areas shall be mowed, cleaned and maintained according to requirements in the specifications.

Several sites in this Agreement currently utilize reclaimed water for irrigation. CONTRACTOR shall provide notification and training to their employees in accordance with Arizona Administration Code R18-9-704, General Requirements, and the Maricopa County Environmental Health Service Reuse Manual while working at these locations.

All work specified herein shall be completed under the direction of and to the satisfaction of the Contract Administrator/designee. All areas shall be mowed and trimmed in accordance with specifications.

As additional facilities are built within CITY, they may be added to the maintenance of this Agreement at a negotiated price.

CONTRACTOR shall be required to have the equipment on hand necessary to perform all requirements listed herein. CONTRACTOR shall list all equipment to be used on this Agreement on Exhibit J attached.

2. WORK SCHEDULE. CONTRACTOR shall provide Contract Administrator/designee with a proposed work schedule, as well as the name of the Supervisor(s) who will oversee the work performed, and a telephone number(s) by which to contact them. The work schedule shall reflect adequate time for completion of all routine work activities on a daily and weekly basis. Work shall be scheduled so that it will not disrupt the functions and normal day-to-day operations of the park or facility.

The schedule shall identify task, frequency of work, and number of workers performing each task. The schedule shall delineate time frames for each task by day of the week. A clear and implemented schedule shall be provided to the Contract Administrator/designee at the beginning of each contract and updated as necessary. A new work schedule shall be provided whenever a schedule is delayed, altered or amended by no later than the end of the current week.

The schedule shall be subject to Contract Administrator/designee approval. Significant changes in the schedule shall be submitted in writing to the Contract Administrator/designee and accompanied by a proposed revised schedule **prior** to implementation.

The CITY reserves the right to make minor adjustments in the schedule at any time in order to avoid conflict with park construction, maintenance operations, recreation programs, or to better serve the CITY's needs.

CONTRACTOR shall perform landscape maintenance activities from 6:00 a.m. to 5:00 p.m., Monday through Friday, unless otherwise specified and excluding weekends and holidays. The CONTRACTOR

shall perform work at such times as to minimize disturbance or interference to residence and to pedestrian or vehicle circulation. Examples are early morning mowing, edging, blowing, etc. No routine mowing shall occur on Saturday or Sunday unless pre-approved by the Contract Administrator/designee. Schedule shall be submitted prior to starting any maintenance operations. All forms and schedules shall be in a format approved by the CITY.

All work shall be completed within the calendar week in which it is scheduled unless circumstances occur which are beyond CONTRACTOR's control. All scheduled work NOT completed during the scheduled week shall be reported to the Contract Administrator/designee in writing on Monday of the following week. The report shall explain why work was not completed as well as plans for completing the work on schedule in the future.

In addition, the CONTRACTOR shall conduct a daily inspection of each facility during daylight hours as part of the quality control process. The Daily Work Report (Exhibit D) shall be submitted to Contract Administrator/designee on a weekly basis. CITY shall provide schedules and other information that may impact the activities of the CONTRACTOR.

The Contract Administrator/designee shall perform regular inspections to ensure compliance with contract requirements. It is anticipated that these inspections will be performed on a daily basis. If deficiencies are noted, a report (Exhibit K) will be furnished to CONTRACTOR.

The Contract Administrator/designee shall determine the quality and acceptability levels of any work performed under this contract.

3. **CONTRACTOR'S RESPONSIBILITY.** CONTRACTOR shall comply with the Social Security Act, Worker's Compensation laws and Unemployment laws of the State of Arizona as well as all local, state, and federal legislation, rules and regulations relevant to CONTRACTOR's business and the performance of all duties associated with custodial service.
- 3.1 **Site Inspection.** CONTRACTOR shall be responsible for visiting the site(s) and becoming familiar with any conditions that may affect performance and pricing. Submission of an offer will be prima facie evidence that CONTRACTOR did, in fact, make a site inspection and is aware of all conditions affecting such.
- 3.2 **Materials.** Contract Administrator/designee must approve the purchase of any materials that are not stipulated in the contract prior to purchase. CONTRACTOR must provide invoices as proof of purchase to the Contract Administrator/designee before reimbursement will be made.

The CITY retains the right to make direct purchases of all materials and to make them available to the CONTRACTOR for use in fulfilling the terms of this agreement.

- 3.3 **Inspection.** CONTRACTOR shall provide on-site, full time supervision and appropriate training to assure competent performance of the work. In addition, the CONTRACTOR's supervisory personnel shall inspect all premises on a bi-weekly basis to assure a high quality of work by CONTRACTOR's employees. The CONTRACTOR shall maintain written reports of such inspections, which shall be given to the CITY representative after each inspection. CONTRACTOR's Supervisor must be literate and fluent in the English language. CONTRACTOR's employees must have a working knowledge of the English language because of the necessity to read chemical labels, job instructions and signs, as well as the need for conversing with the Contract Administrator/designee.

All work described in this solicitation shall be performed by the CONTRACTOR in a satisfactory manner and in accordance with the applicable specifications.

CONTRACTOR's employees shall be required to wear a clean uniform bearing the CONTRACTOR's

company name and/or logo. All employees shall conduct themselves in a professional and courteous manner.

CONTRACTOR employees are not to be accompanied in the work area by acquaintances, family members, or any other person unless said person is an authorized CONTRACTOR employee.

CONTRACTOR shall carry on the operation in such a manner that damage is not inflicted to existing facilities, grounds, utilities or other structures. In the event CONTRACTOR causes damage to CITY property, CONTRACTOR shall replace or repair the same at no cost to CITY as directed by the Contract Administrator/designee. If damage caused by CONTRACTOR has to be repaired or replaced by the Contract Administrator/designee, the cost of such work shall be deducted from the CONTRACTOR's monthly payments. The CONTRACTOR will contact the Contract Administrator/designee and notify them of the damage caused.

CONTRACTOR shall be required to sign for each key issued to them. If CONTRACTOR or CONTRACTOR's employees lose a key, they will be required to pay for the cost of having duplicates made. If a breach of security results from the loss of keys, requiring that locks must be changes or re-keyed, an additional charge per lock will be made. These charges will be deducted from monthly payments made to CONTRACTOR.

CONTRACTOR shall be required to maintain a 24-hour phone line and/or message service and return calls within one (1) hour. There shall be no additional cost to the CITY for the phone, service, and/or pager.

- 3.4 Records.** CONTRACTOR shall keep a Daily Work Report (Exhibit D), and other reports as required, and deliver them to the Contract Administrator/designee on a daily basis. These reports may be modified at any time to meet the needs of the Contract Administrator/designee. CITY will supply a master copy of the form; however, it shall be the CONTRACTOR's responsibility to make copies for employees.

The Daily Work Report will list the employees who worked and their work schedules, details of unusual activities (accidents, vandalism, etc.), lost and found articles, property and equipment not in an operating condition (listed by description and location), and other pertinent information.

- 3.5 Safety Considerations.** CONTRACTOR shall furnish and place such temporary signs or notices, or temporarily close any portion of the site during operations, that the CONTRACTOR may deem necessary to adequately warn or protect the public from possible hazardous conditions. Special precautions should be used if power equipment is operated within the vicinity of pedestrians. Caution signs shall be furnished by the CONTRACTOR at no additional cost to CITY.

CONTRACTOR and CONTRACTOR's employees shall readily notify appropriate authorities of emergencies that occur on site, and call for professional assistance when warranted; for example, in case of fire dialing 911. The Contract Administrator/designee shall immediately be notified of any incidents or conditions relative to public health or safety. Incidents or conditions of a lesser nature will be relayed during the next normal work day.

CONTRACTOR will furnish a list of products used, including cleaning chemicals (and associated Safety Data Sheets) prior to the start of the contract, and if at any time, the product is changed, or another is introduced.

The use of chemical products in the cleaning, sanitizing and disinfecting of the water fountains or other park site amenities will be in accordance of the label's instructions. CONTRACTOR will instruct and ensure that their employees adhere to the directions on the label.

3.6 **Lost And Found.** CONTRACTOR shall provide safe storage for found articles and deliver unclaimed articles weekly to the Contract Administrator/designee. All incidents of lost/found shall be recorded on the Daily Work Report.

3.7 **Construction Work in the Area.** When a location is under construction or otherwise taken out of service, CONTRACTOR may be relieved of all or part of the contract obligations for the area designated. Since CONTRACTOR will not be performing full service, monthly payments will be reduced. The percentage of reduction will be determined by CITY after discussing the scope and extent with CONTRACTOR.

If new locations come into service during the contract, CONTRACTOR shall be requested to submit a negotiable monthly/annual quote. Upon approval by the Contract Administrator/designee, additions will become part of the contract through properly executed forms.

3.8 **Corrective Re-Work.** The Contract Administrator/designee will determine the quality and acceptability of any work performed under the contract.

When notice of a performance deficiency is delivered to CONTRACTOR, CONTRACTOR shall have four (4) hours from the time of notification to initiate corrective action in any specific instances of unsatisfactory performance. Additional payments will not be made by CITY for "call in" time that the CONTRACTOR may need to schedule for corrective re-work.

Failure to correct unacceptable work within the above specified time frame may result in reduction of payment or non-payment for the item. All extenuating circumstances will be taken into consideration (delays in supply delivery, adverse weather, etc.); however, the following penalties may be deemed fair and just by the Contract Administrator/designee:

Deficiency corrected within established time limit upon first notification:	No reduction.
Deficiency corrected within established time limit upon second notification (same problem and location):	25% reduction of line item bid amount.
Deficiency not corrected after second notification (same problem and location, current cycle):	100% reduction of line item bid amount. No payment will be made for the line item.

If CONTRACTOR fails to correct the problem, CITY reserves the right to correct the situation by whatever means are in the best interest of CITY, with CITY personnel or by separate contract, and the cost of such actions deducted from the CONTRACTOR's monthly invoice.

3.9 **Equipment.** CONTRACTOR shall provide and maintain during the entire period of this contract, equipment sufficient in number, operational condition and capacity to efficiently perform the work and render the services required by this contract.

CONTRACTOR's vehicles shall be clearly marked with the company name and/or logo. All vehicles must be maintained in good repair, appearance and sanitary condition at all times.

3.10 **Acceptance.** All work specified shall be completed under the direction of and to the satisfaction of the Contract Administrator/designee.

3.11 **Water.** The CITY will furnish all water. A water meter will be provided, when needed.

3.12 **Additions and Deletions.** The CITY retains the right to delete or add maintenance areas and items to this contract. Charges for areas or items deleted will be dropped from the monthly billing. The CITY may

delete an item or area at any time and will prorate charges for services already performed. Charges for maintenance items or areas added to this Agreement are subject to the approval by the Parks Operations and Maintenance Manager and/or the Purchasing Procurement Officer. Charges for areas added shall be priced comparably to similar areas.

- 3.13 Extra Work.** The CITY may require the CONTRACTOR to perform work in addition to items specified in the Agreement, including but not limited to, repair of accident damage to landscaping and/or one-time cleanup.

Extra work ordered on the basis of hourly rates, will be compensated payable as set forth in Exhibit H, attached hereto and made a part hereof by reference.

CONTRACTOR shall not perform any extra work until authorization is obtained from the Contract Administrator/designee. This authorization will be in the form of a written request or a numbered authorization form. Extra work performed without authorization may not be paid.

The Contract Administrator/designee will approve any additional work not covered by the hourly rate prior to CONTRACTOR commencing work. The CONTRACTOR shall submit an estimate to the Contract Administrator/designee for approval. The charges will be determined if they are fair and reasonable by the Contract Administrator/designee. The CITY reserves the right to perform the work or contract other vendor's if the CONTRACTOR's estimate is not considered fair and reasonable.

The rates listed on Exhibit H shall be considered valid throughout the term of the Agreement. Adjustments may be made according to the Terms & Conditions listed herein and must be approved in writing by Contract Administrator/designee. Hourly rates listed are considered to include all profit, overhead, mobilization, and transportation costs.

Work requiring only one person will be paid for at the labor rate. No extra payment will be made for time spent on any job where CONTRACTOR's employees are above the class of foreman. Supervisors, general superintendents, estimators, and company owners are considered by CITY to be compensated for by the overhead portion of other earnings from CITY.

CONTRACTOR understands and agrees that this Agreement does not convey any exclusive right to perform extra work that may be required during the term of this Agreement.

- 3.14 Vandalism.** All cases of vandalism shall be reported to the CITY when discovered and the Contract Administrator/designee shall determine the course of action to be taken.

- 3.15 Quality Control.** CONTRACTOR shall establish a complete quality control program to assure the requirements of the contract are provided as specified. One copy of the CONTRACTOR's quality control program shall be provided to the Contract Administrator/designee and the Purchasing Division for approval at the time of award. The Contract Administrator/designee will approve or disapprove the CONTRACTOR's program within 10 working days of submittal. CONTRACTOR **must** have an approved program before commencing work under this Agreement. The program shall include but not be limited to the following:

1. Weekly Schedule of Performance
2. Daily Work Schedule: This report will provide such information so as to insure compliance of quality control standards. The Contract Administrator/designee will provide the preferred format that CONTRACTOR should use. CONTRACTOR shall submit the Daily Work Schedule on a weekly basis. Any vandalism shall be reported to the Contract Administrator/designee within two (2) hours after it is discovered and a vandalism report form submitted.

3. CONTRACTOR will be required to provide a schedule for weekly maintenance of all areas to the Contract Administrator/designee the Friday before the scheduled work week, specifying when each area will be maintained and no changes to the schedule shall be made without prior approval of the Contract Administrator/designee.

3.16 Quality Assurance. The Contract Administrator/designee will monitor CONTRACTOR's performance by random inspection of CITY landscaped areas to insure CONTRACTOR compliance with the requirements of the contract. In the event a deficiency exists, CONTRACTOR will be required to explain in writing why performance was unacceptable, how performance will be returned to acceptable levels, and how reoccurrence of the problem will be prevented in the future. The CONTRACTOR **will not** be paid for services not rendered in accordance with the standards set forth in this contract, notwithstanding that the CONTRACTOR is required to rework services that were unsatisfactorily performed.

3.17 Cactus/Desert Plants. For clarification purposes, general landscape maintenance includes care of all plants, trees, shrubs listed in the solicitation as well as desert southwest plants such as cacti. The definition of "trees and shrubs" refers to the approximate plant's size and does not limit the scope to particular plant species.

3.18 Deductions to Payments Due. If CONTRACTOR fails to perform work in accordance with the Agreement, the CITY may hold part or all payments due to the CONTRACTOR. Partial payment may be withheld / never paid if CONTRACTOR has performed poorly. The CITY will establish the payment amount. If CONTRACTOR has not taken action to correct the deficiency within the time listed below, CITY may withhold all payments for the area affected until correction is made and liquidated damages/performance guarantees may be assessed. Upon completion of the corrective action and approval by Contract Administrator/designee, payment will be released. Unsatisfactory work will not be paid for.

Unless an extension has been provided in writing by the Contract Administrator/designee, failure to correct areas identified as deficient within the limits of this correction time limit schedule may result in cause for termination of the Agreement in accordance with provisions here.

Water & Sprinkler Repair	must be completed within 2 working days
Weed control	must be completed within 3 working days
Mowing	must be completed within 2 working days
Cleaning	must be completed within 2 working days
Fertilization	must be completed within 5 working days
Trimming	must be completed within 3 working days
Pruning	must be completed within 7 working days
Replanting	must be completed within 7 working days
Dead Plant removal	must be completed within 2 working days
Hazard Removal (sight obstruction)	must be completed within 1 working day

3.19 Liquidated Damages / Performance Guarantees. The CITY's expectation is that landscape and grounds maintenance performed by CONTRACTOR will result in landscape areas looking well-groomed and clean at all times. If tasks are omitted or not completed to the satisfaction of the Contract Administrator/designee, public safety as well as the appearance of the CITY Parks and landscape areas are compromised.

CONTRACTOR and CITY agree upon the following schedule of liquidated damages to be deducted from any monies due or to become due to CONTRACTOR under this Agreement. These sums are fixed and agreed upon, not as a penalty, but because the parties mutually agree that the actual loss to the CITY and to the public caused by the omission of work or substandard performance is impractical and extremely difficult to ascertain.

SITUATION	DEDUCT AMOUNT
Failure to correct deficiencies within the allowed time	\$50 per day
Failure to start "extra work" within allowed time or on the day agreed, or withdrawing from job prior to completion without authorization from CITY.	\$50 per site per day
Failure to start and satisfactorily complete routine work within the scheduling requirements	\$25 per site per day
Failure to submit schedules and/or work plans within the allotted day/time required.	\$25 per site per day
Failure to wear uniform bearing CONTRACTOR's name and/or bear individual photo ID	\$25 per occurrence

3.20 Holidays: The following is a list of CITY holidays on which service will not be performed, with the exception of litter control services:

1. New Year's Day – January 1
2. Martin Luther King, Jr./Civil Rights Day – Third Monday in January
3. Presidents' Day – Third Monday in February
4. Memorial Day – Last Monday in May
5. Independence Day – July 4
6. Labor Day – First Monday in September
7. Veterans' Day – November 11
8. Thanksgiving Day – Fourth Thursday in November
9. Day after Thanksgiving – Following Friday after Thanksgiving
10. Christmas Day – December 25

When a holiday named herein falls on Sunday, it shall be observed on the following Monday, and when a holiday named herein falls on Saturday, it shall be observed on the preceding Friday. During the week of a holiday, CONTRACTOR shall adjust the weekly schedule so as to return to the normal weekly schedule the following week.

4. CONTRACTOR COMMUNICATIONS / EMPLOYEES:

4.1 Local Office. Throughout the period of this Agreement, CONTRACTOR shall establish and maintain a local office and an authorized managing agent who can be contacted during normal business hours. A local office is one that can be reached from within the CITY without a toll call. An answering machine, fax and a mobile telephone will fulfill the requirement for a local office. CONTRACTOR must have a telephone number for contact, Monday through Friday, 6:00 am to 5:00 pm. CONTRACTOR's local managing agent shall serve as the point of contact for dealing and communicating with the Contract Administrator/designee. CONTRACTOR is to return calls made by the CITY within 2 hours. CONTRACTOR shall provide one work crew per each landscape area.

4.2 Field Supervisor. CONTRACTOR shall have a Field Supervisor available during working hours to address problems, field inspections, perform drive-throughs and for other coordination with the CITY. The CONTRACTOR's Field Supervisor shall supervise only one contract unless approved by the Contract Administrator/designee. This person shall not have any additional labor duties, other than incidentals, nor function as a crew leader or foreman. The Field Supervisor shall have separate transportation in order to be able to move independently between locations.

CONTRACTOR's Field Supervisor shall have a mobile radio or cell phone to enhance communication between the CITY and the CONTRACTOR's field representative. At a minimum, all crews should be equipped with radios. If a cellular telephone is used, the CONTRACTOR shall be responsible for payment of all charges relating to its use. All communication equipment shall be kept on during business hours and in proper working condition at all times.

The Contract Administrator/designee has the right to review the qualifications of the field supervisor. If the CITY does not feel the supervisor is qualified, the CONTRACTOR shall remove him/her from that position. The CONTRACTOR will be provided an alternate contact when the Field Supervisor is not available.

- 4.3 Key Personnel.** It is essential that the CONTRACTOR provide adequate experienced personnel who will ensure the successful accomplishment of the work to be performed under this Agreement. CONTRACTOR shall assign specific individuals to the key positions.

CONTRACTOR agrees that key personnel assigned to work under this Agreement shall not be removed or replaced without written notice to the Contract Administrator/designee.

If key personnel are not available for work under this contract for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the CONTRACTOR shall immediately notify the Contract Administrator/designee, and shall, subject to the concurrence of the Contract Administrator/designee, replace each personnel with personnel of substantially equal ability and qualifications.

- 4.4 Minimum Requirements - Contractor's Personnel.** CONTRACTOR shall describe in detail, the personnel requirements necessary to complete work listed herein and shall provide Contract Administrator/designee AND Purchasing Division with a current list of employees assigned to this CITY contract. The list must include: full names, driver's license number with expiration date, job title, and where applicable, certified pesticide applicator's license number and expiration date or any other pertinent or required certification or registration. The list shall be kept current at all times. All company officers and employees working on this contract must be listed with current certified background check documentation; which shall be provided as requested by the Contract Administrator/designee.

- 4.5 Maintenance Technicians.** Contractor will provide three (3) maintenance technicians in accordance with the specification listed below. The Maintenance Technician will work eight (8) hour days Monday through Friday as required by the City and will work under the general supervision of the Park Maintenance Supervisor. CONTRACTOR must ensure workers pass a criminal background investigation. The primary function of a Maintenance Technician is to assist Park's Staff with the maintenance and repair of irrigation systems, playgrounds, plumbing, park furniture, fencing, doors/gates, graffiti, signage, etc. at park facilities and grounds.

Essential functions that the Maintenance Technician may perform: Essential Functions are not intended to be an exhaustive list of all responsibilities, duties and skills. They are intended to be accurate summaries of what is required to perform it. Although the Maintenance Technician should be a jack of all trades, please note that a majority of work will be done on repairing irrigation systems in the Park system.

Performs scheduled maintenance, repair, and installation work on irrigation and plumbing systems, including automated control systems, pumping stations, and computerized controller and radios. Maintains irrigation system by performing the following; cleaning debris from tap boxes, ditches, and conduits; inspecting pipeline networks for leaks; lubricating gates and valves. Installs and repairs irrigation lines and valves by performing the following; digging trenches, laying new or replacing broken or defective pipes; sealing pipe joints, installing gates and valves. Locates, troubleshoots and repairs valves and pipes using metal detectors, tracers, locaters and line identifiers. Cleans underground irrigation lines; locates and removes blockages in lines to facility flow of irrigation water. Identifies, locates and marks irrigation lines, in accordance with "Arizona Blue Stake" requirements. Identify shoring and barricading needs in the field and utility proper safety precautions related to work being performed. Performs various tasks involving maintenance of plumbing systems; troubleshoots plumbing problems; repairs and replaces plumbing fixtures including sinks, toilets, faucets and pipes; clears obstructions from water and sewer lines. Performs various tasks involving general park facility maintenance, remodeling or construction projects; builds and frames walls, installs, patches and finishes drywall; applies texture to walls; paints interior/exterior surfaces; installs, adjusts and repairs doors and hardware, replaces windows, doors and glass panes; lubricates hardware. Performs maintenance, repair, and construction work on concrete

structures, including sidewalks, walkways, fountains, recreation courts, walls, and related areas; builds concrete forms; pours/finishes concrete; repairs cracks in surfaces. Performs graffiti removal, compliance inspections, testing and repairs of playground equipment, athletic equipment and general grounds. Operates a variety of mechanical tools and equipment such as power saws, power sanders, drills, paint sprayers, welders, plumbing snakes, rodders, routers, grinders, electric generators, and sump pumps. Performs general cleaning/maintenance tasks necessary to keep vehicles, equipment, and tools in operable condition, which may include inspecting equipment, checking fluid levels, replacing fluids, greasing equipment, replacing parts, washing/cleaning equipment, or cleaning shop/work areas; monitors equipment operations to maintain efficiency and safety. Communicates with other City employees, vendors, management, and contractors in order to determine nature of problem and best method of repair. Performs general tasks in support of Department and City special events; sets up areas for events; lifts moves equipment, furniture, and heavy materials; checks electrical outlets for power; loads, transports, and unloads equipment. Performs all work duties and activities in accordance with City policies and procedures. Works in a safe manner and reports unsafe activities, conditions and faulty equipment.

CONTRACTOR will supply each Maintenance Technician with the following:

Service Truck	Grinder
18V Cordless Drill	Reciprocating Saw
Pipe Wrenches	Socket Sets
Wrenches	Screw Drivers
Hammers	Shovels (spade, square, sharpshooter)
Channel lock wrenches (12", 16" and 20.25")	
Basic electrical tools such as wire stripper, cutters, etc.	
General irrigation repair tools such as pipe cutter, saw, hand trowel, etc.	

CITY will provide all materials/supplies necessary for repairs.

- 4.6 Identification.** CONTRACTOR's employees shall be required to wear a clean uniform bearing the CONTRACTOR's name. Employees who normally and regularly come into direct contact with the public shall bear some means of individual identification, such as a nametag or identification card. New employees shall be in uniform within ten (10) working days after their start date.
- 4.7 Driver's License.** Employees driving CONTRACTOR's vehicles shall possess and carry a valid Vehicle Operator's license issued by the State of Arizona at all times.
- 4.8 Conduct of Personnel.** CONTRACTOR's employees, officers and subcontractors shall not identify themselves as being employees of the CITY. Employees shall conduct themselves in such a manner as to avoid embarrassment to the CITY, and shall be courteous to the public.
- 4.9 Contractor's Equipment.** CONTRACTOR shall provide and maintain equipment sufficient in number, condition and capacity to efficiently perform the work and render the services required by this Agreement. CONTRACTOR shall list all equipment to be used on this Agreement on Exhibit J (attached). All vehicles must be maintained in good repair, appearance and sanitary condition at all times. The CITY reserves the right to inspect the CONTRACTOR's vehicles at any time to ascertain said condition.

CONTRACTOR shall furnish the Contract Administrator/designee with a list identifying all equipment to be used in fulfilling this agreement and notify the Contract Administrator/designee of any additions or deletions. Any changes in the CONTRACTOR's equipment from the proposed equipment must have prior approval of the Contract Administrator/designee.

- 4.9.1 Equipment Identification.** All vehicles used by the CONTRACTOR must be clearly identified with the name of the company and phone number of local office on each side of the equipment, including personnel transportation vehicles. The letters shall be of such size that they are distinguishable from reasonable distance.

4.10 **License Requirements.** CONTRACTOR shall be a licensed landscape contractor, licensed by the Arizona Registrar of Contractors and have a licensed, qualifying party status with the Office of Pest Management for the application of pesticide and herbicide products at the time of submittal. All chemical application must be done by applicators certified through the Office of Pest Management. The CITY reserves the right to evaluation variations from these specifications.

5. **COMMUNICATIONS AND EMERGENCY RESPONSE.** The CONTRACTOR shall, during the term of this CONTRACT, maintain a single telephone number at which the CONTRACTOR or CONTRACTOR'S responsible employee may be contacted at any time, twenty-four hours per day, to take the necessary action regarding all inquiries, complaints and the like, that may be received from the Contract Administrator/designee. For hours beyond a normal 6:00 AM to 5:00 PM business day, an answering service shall be considered an acceptable substitute for full time twenty-four hour coverage, provided that the CONTRACTOR responds to the CITY by return call within one hour of the CITY'S original call.

Whenever immediate action is required to prevent possible injury, death, or property damage, CITY may, after reasonable attempt to notify the CONTRACTOR, cause such action to be taken by alternate work forces and, as determined by the CONTRACT ADMINISTRATOR, charge the cost thereof to the CONTRACTOR, or deduct such cost from any amount due to the CONTRACTOR.

All complaints shall be abated as soon as possible after notification; but in all cases within 24 hours, to the satisfaction of the Contract Administrator/designee. If any complaint is not abated within 24 hours, the Contract Administrator/designee shall be notified immediately of the reason for not abating the complaint followed by a written report to the Contract Administrator/designee within five (5) working days. If the complaints are not abated within the time specified or to the satisfaction of the Contract Administrator/designee, the Contract Administrator/designee may correct the specific complaint and the total cost incurred by the CITY will be deducted and forfeit from payments owing to the CONTRACTOR from the CITY.

The CONTRACTOR shall maintain a written log of all communications, the date and the time thereof and the action taken pursuant thereto or the reason for non-action. Said log of complaints shall be open to the inspection of the Contract Administrator/designee at all reasonable times.

6. **SAFETY.**

CONTRACTOR agrees to perform all work outlined in this CONTRACT in such a manner as to meet all accepted standards for safe practices during the maintenance operation and to safely maintain stored equipment, machines, and materials or other hazards consequential or related to the work; and agrees additionally to accept the sole responsibility for complying with all City, County, State or Federal requirements at all times so as to protect all persons, including CONTRACTOR'S employees, agents of the CITY, vendors, members of the public or others from foreseeable injury, or damage to their property. CONTRACTOR shall make weekly inspections for any potential hazards at said parks and non-park sites and keep a log indicating date inspected and action taken.

It shall be the CONTRACTOR'S responsibility to inspect, and identify, any condition(s) that renders any portion of the premises unsafe, as well as any unsafe practices occurring thereon. The Contract Administrator/designee shall be notified immediately of any unsafe condition that requires major correction. CONTRACTOR shall be responsible for making minor corrections including, but not limited to; filling holes in ground, turf or paving; using barricades or traffic cones to alert patrons of the existence of hazards; replacing valve box covers; and the like, so as to protect members of the public or others from injury.

CONTRACTOR shall notify the Contract Administrator/designee immediately of any occurrence on the premises of accident, injury, or persons requiring emergency services and, if so requested, shall prepare a written report thereof to the Contract Administrator/designee within three (3) calendar days following the occurrence. CONTRACTOR shall cooperate fully with the CITY in the investigation of any such

occurrence.

7. **CONDITION OF MAINTENANCE AREAS AT BEGINNING/END OF CONTRACT.** Upon receiving official notification that an Agreement has been approved by City Council, CONTRACTOR shall inspect the area for identification of pre-existing conditions that would prevent or adversely affect completion of any normal specific deficiencies found at each Agreement area and submit the list to the Contract Administrator/designee for review before a Notice to Proceed or purchase order will be issued. The Contract Administrator/designee will evaluate each problem listed to determine if extra compensation is warranted for repair work prior to starting routine maintenance.

The Contract Administrator/designee may authorize the CONTRACTOR to make extra cost repairs or may determine that the items listed represent normal conditions that might be expected at any time during the contract period.

The determination or disposition of all items listed shall be the responsibility of the Contract Administrator/designee, whose decision shall be final and binding upon the CONTRACTOR. All repairs to pre-existing conditions deemed necessary and authorized by the Contract Administrator/designee, shall be made prior to the start of normal maintenance for the identified areas.

Thirty days prior to the expiration or termination of this Agreement, the Contract Administrator/designee and the CONTRACTOR (if desired) will make a final inspection to determine the condition of all maintenance areas. Items found to be improperly maintained by the outgoing CONTRACTOR will be listed and evaluated by the Contract Administrator/designee.

If the CONTRACTOR does not take correcting action, the Contract Administrator/designee will arrange for repairs to be made and the costs for making repairs to the areas will be deducted from final payments to the outgoing CONTRACTOR. The same will apply even if the current (outgoing) CONTRACTOR has been awarded a new Agreement for the same areas.

SECTION II – PARKS & FACILITIES - TECHNICAL SPECIFICATIONS

1. GENERAL LANDSCAPE MAINTENANCE REQUIREMENTS.

All maintenance functions shall be performed in accordance with the following specifications and at the frequencies indicated. The CITY shall have the right to determine schedule days and the extent and frequency of additional "as needed" services. Standards and frequencies may be modified from time to time as deemed necessary by the CITY for the proper maintenance of the facilities. It is expected that each park site be inspected a minimum of two times per week and at least once a week for non-park sites, unless directed otherwise.

All operations will be conducted so as to provide maximum safety for the public and minimize disruption to the public.

Leaves, glass, paper, weeds, and any other debris will be removed from landscaped areas and disposed of off-site.

CONTRACTOR will clean sidewalks, roadways, and any other areas littered or soiled by their maintenance operations.

The CONTRACTOR shall maintain the premises clean of weeds, litter and debris at all times. Upon completion of any work, the CONTRACTOR shall remove remaining excess materials, waste, rubbish, debris, and their landscape, construction and/or installation equipment from the premises. The CONTRACTOR shall not use existing CITY trash containers to deposit litter or debris. CONTRACTOR shall supply their own trash liners and bags as needed.

Plant material adjacent to roadway intersections shall be pruned to provide adequate sight distance for vehicles entering the intersection.

Plant materials shall be pruned so that all traffic control signs are clearly visible to approaching vehicles.

The CITY shall be notified immediately of any unusual, hazardous or vandalized conditions at the work site, including but not limited to broken streetlights, fallen tree branches, or any item that creates a potential hazard.

The CONTRACTOR shall control all insects, diseases, rodents, wasps, and other like pests. The Contract Administrator/designee should be made aware of any control measures to be used, showing evidence of written recommendations from the CONTRACTOR's Pest Control Advisor. Rodent control is considered a part of this Agreement. All rodent activity should be controlled as soon as possible. Rodents include gophers, ground squirrels, moles, and rats. Rodent control must be carried out in a manner as to prevent any possible danger to non-targeted animals or the public.

2. SPECIFIC LANDSCAPE MAINTENANCE REQUIREMENTS. The specifications listed below are the minimum requirements and are intended to govern, in general, the requirements desired. The CITY reserves the right to evaluate variations from these specifications.

2.1 Tree and Shrub Maintenance.

CONTRACTOR shall be responsible for damage to or destruction of trees, shrubs, turf, and groundcover resulting from his performance in accomplishing the scope of the Agreement. (CONTRACTOR **shall not** be responsible for damage to or destruction of plant material that is the result of vandalism or due to damage caused by others).

CONTRACTOR shall replace, at his expense, plant material damaged or destroyed as a result of his service, including the replacement of plants that die from "root shock" or lack of water or care, within ten (10) days after planting by CONTRACTOR. All replacement plants furnished by CONTRACTOR shall be equal in size, species and quality to the original plant, which it replaces.

CONTRACTOR shall replace plant material damaged or destroyed as a result of vandalism or other causes beyond the control of the CONTRACTOR and will be reimbursed for labor at the "Rate per Hour", as stated in the Extra Work Rate Table (Exhibit H).

The CITY will provide the replacement plant material at no cost to CONTRACTOR. CONTRACTOR shall notify the Contract Administrator/designee of any badly stressed or damaged plant material immediately upon discovery. The CITY reserves the right to determine what should be replaced.

All plant material replacements to be made by CONTRACTOR shall be approved by the Contract Administrator/designee in writing prior to replacement. Cost liability for replacement will be determined at that time. The CITY will be sole judge as to whether treatment or removal and replacement are required.

All tree removals shall be approved by the Contract Administrator/designee in writing prior to CONTRACTOR commencing any work. CONTRACTOR shall submit a report to Contract Administrator/designee on all areas where trees have been removed. The log shall include, but not be limited to:

- Area/Location
- Date actually removed
- Type of tree removed
- Approximate height and diameter
- Purpose for removal

CONTRACTOR shall immediately notify the Contract Administrator/designee in writing of any disease or pest infestation that may result in the destruction of plant material. In the event the disease or pest infestation resulted from improper plant maintenance (See Pest Management section), CONTRACTOR shall be responsible for all plant material and labor costs required to restore the plant materials and area to its original condition.

CONTRACTOR shall remove all frost-killed wood in the spring after new growth begins.

CONTRACTOR shall keep all trees that are staked at the beginning of the Agreement and any trees replaced during the Agreement period, staked according to CITY specifications: Two (2) 8-foot 2" x 2" lodge poles on each side of the tree approximately 18 inches apart with two hose protected wire guys between trees; and stakes firmly driven into the ground 12 to 18 inches. As trees mature, CONTRACTOR shall remove stakes for the health of the tree.

Immediately after wind storms, CONTRACTOR shall check all areas in Agreement for trees needing re-staking and rewiring and begin work to keep trees out of street right-of-way and sidewalks.

General.

- Horticultural beds are free of litter, debris and weeds.
- Ground covers and shrubs are free of litter and debris.
- 90% or more of the horticultural area shows no signs of death or damage (i.e. broken or uprooted shrubs and flowers).

Planter Beds.

- If requested by the Contract Administrator/designee, mulch or granite will be applied to all planting beds and be maintained at a minimum depth of 2 inches.

- If bark mulch is used, it will be placed around tree and maintained on an as needed basis. Well-defined radius around the tree, free of weeds and turf; minimum three (3) foot radius, maintaining one to two (1-2) inch clearance from the perimeter of the trunk.
- All planter beds shall be raked and kept clean of trash and debris by the CONTRACTOR.

Prune.

- Prune/trim trees and shrubs as dictated by species annually. Remove sucker growth annually. Trees shall be pruned according to the International Society of Arboriculture standards (1995), ANSI A300 (1995) and Arizona Landscape Contractors Association.
- Pruning of shrubs will be performed to retain their natural shape.
- Shrubs shall be pruned as required for safety; maintain a desired size or shape; control traffic or allow pedestrian clearance; removal of broken or diseased branches; thinned in order to promote plant health; general containment; or appearance. Pruning should be performed as necessary, taking into consideration time of year, plant species, environmental conditions, and effect on flowering.
- In regards to safety, tree limbs shall be removed to a height of 8 feet over sidewalks and 14 feet over roads and parking areas. Limbs will be removed from around area lights to prevent diminished light from the fixture. This should be typically done in the summer after full leaf out.
- Corrective pruning will be performed to maintain the natural shape and characteristics of the species. Pruning should be targeted at dead branches, crossing branches, suckers, water sprouts, infested branches, etc. All pruning will be done using accepted arboriculture techniques and methods.
- Palm fronds will be trimmed once a year, unless directed by the Contract Administrator/designee.

Removal of Dead or Damaged Plant Materials.

- Whenever a plant, shrub or tree dies as a result of vandalism, storm damage, age, or uncontrollable pest or disease, the replacement item and required labor shall be provided by CONTRACTOR at the CITY's expense. CONTRACTOR shall remove and replace the plant, shrub or tree at the hourly rate for special work listed on Exhibit H. The CITY reserves the right to furnish the replacement or to direct that a different tree variety be planted.
- If the plant, shrub or tree dies as a direct result of neglect, inadequate care or maintenance, the replacement item and required labor shall be provided by CONTRACTOR at no additional cost to the CITY. Replacement tree, plant or shrub shall be the same size and type as the tree, plant or shrub that was damaged or died.
- Removal of dead or damaged plant materials will be performed in accordance with accepted horticulture practices and standards. Removal work will take place as needed throughout the growing season. End-of-year removal of annual or temperature-tender plant materials will take place no later than November 1. All replacement trees shall be the same species of tree as the damaged tree. If the tree cannot be matched, the Contract Administrator/designee will determine an appropriate replacement species.
- Stumps of removed trees will be reduced to a level beneath the soil grade that allows replanting in that location. Remove stump shavings and back fill hole immediately after stump grinding.

Staking.

- Young trees should be properly staked to assist in support until roots are firmly established, especially in wind prone areas. Once firmly established, stakes should be removed with no protrusion above ground. Trees must be straight.
- Ties on the stakes should be checked periodically to ensure they are adjusted properly.
- Tight or damaged ties or stakes should be replaced or repaired.

Weed Control.

- Mechanical grass trimming around trees shall be accomplished in a way that will not scar the trunk in any way.

- Weeding of shrub beds will be done to prevent minor infestations of weeds. The use of pre-emergent herbicides and spot spraying with post-emergent herbicides should be considered when developing a management strategy.

2.2 **Athletic Fields Maintenance (Applies only to Folley Park).**

General.

The CONTRACTOR shall be responsible for removal of all litter and debris prior to mowing of any and all turf areas. All debris or litter caused by or worsened by the mowing operation shall be removed prior to the CONTRACTOR leaving the site. Failure to do so shall result in the issuing of a deficiency notice and a deduction from the monthly payment the cost to clean up the debris. Inspect all fields and adjacent areas for safety concerns.

Contract Administrator/designee will provide a two (2) week schedule for field preparation. CONTRACTOR shall prepare only those fields that are to be used each day, and be completely finished with all specified tasks, 1 hour prior to the start of the program. Fields will only be prepared by the CONTRACTOR once each day, unless otherwise required by Contract Administrator/designee. Additional field preparation shall be an Extra Charge.

Hand rake loose material into worn or low areas and smooth (batter's box, base paths, etc.). Utilizing in-ground irrigation heads; water infields sufficiently to obtain proper moisture levels for dragging and to prevent the infield mix from getting too dry.

Screen drag each skinned infield area daily utilizing a utility cart, field groomer or other similar light duty maintenance vehicle. Dragging should be performed in figure eight patterns from base to base on softball fields initially, and then followed with a circular pattern of increasing radius until the field has been completely groomed. Dragging should only be completed to a distance of 18" from adjacent turf. At the conclusion of dragging, no material shall be pulled into turf; but should be removed with a rake and scoop and disposed of.

Drag should have a leveling bar to prevent waving pattern

Apply chalk lines on all skinned infields in a clean, straight, uniform, professional, manner utilizing a guide line anchored at each of the two bases between which the line is to be formed.

Apply batter's box outlines utilizing forms provided by CITY.

Paint foul lines on all turf outfields utilizing appropriate paint materials manufactured for that purpose. Lines shall be straight, uniform and of a professional appearance.

Scarify all ballfield skinned areas 2-3 times a week to prevent high and low areas; additional scarifying as needed.

Bases/Base Pegs repair or replace when damaged or unsafe

Pitching rubbers: repair or replace when damaged or unsafe.

Laser leveling/Grading: annually for each field.

Addition of infield mix: annually or as needed.

Daily Ballfield Perimeter Maintenance. Ballfield perimeter maintenance shall be performed daily. Ballfield perimeter maintenance shall be defined as all areas outside the field of play and sideline/dugout areas where coaches, players and others associated with the game gather. Ballfield perimeter maintenance areas shall include but are not limited to bleacher, areas around concession stands, fence lines, warm-up areas, etc. The

work that shall be performed on a daily basis shall include picking up trash and debris, blowing off areas/hosing down areas using a high pressure nozzle to remove dust, stains and/or all other foreign material, such as sunflower seeds, peanut shells, or other food items, so that all areas, including pavement and landscape areas, are clean. All trash receptacles shall be checked, emptied and plastic trash liners replaced if more than 1/2 full.

Daily Outfield Maintenance. CONTRACTOR shall conduct a visual check of irrigation to ensure that irrigation heads are retracted and are at the proper grade to avoid injury to players who may fall on them and that no "slippery" areas exist. Fill in divots, depressions and all uneven areas with # 20 white silica sand, organic compost mixed with Stover Seed Company "Princess 77" hybrid Bermuda grass seed. Level the grade of infield mix along fence line areas.

Weekly Maintenance. CONTRACTOR shall mechanically edge the turf along fence lines to achieve a consistent, straight line and a smooth arc where the infield mix abuts the turf. Level and drag skinned infield areas using nail drag followed by finishing drag mats.

Annual Maintenance. Topdress outfield turf using materials approved by the Contract Administrator/designee. The Contract Administrator/designee shall authorize or deny the request. Apply with an approved top dressing machine that shall achieve a level playing surface.

Inclement Weather. Following inclement weather, the CONTRACTOR shall work diligently to make fields playable and be reopened for play, as soon as possible. The CONTRACTOR shall use 'Turface' or an approved equal as directed by the Contract Administrator/designee to address small wet areas in the field of play. In addition, the CONTRACTOR shall use hand pumps or any other reasonable method necessary to drain standing water off the field following inclement weather, to speed drying.

A top layer of Turface is necessary to maintain moisture in the infields and aid in absorption following inclement weather. Each field typically requires 200 to 300 bags per field, per year for initial application and additional Turface material as needed. (Note: The CONTRACTOR shall not be allowed to store any materials in the Park Maintenance Yard or at any City sites, unless authorized by the Contract Administrator/designee.)

Athletic Fields:

Aeration.

- Aeration of all turf areas will be accomplished in April/May and August/September of each year and will be accomplished using standard aeration equipment supplied by the CONTRACTOR. Equipment used must be approved by the Contract Administrator/designee prior to use. Aerate all turf areas by using a device that removes ¾" cores to a minimum depth of three (3) inches at not more than six (6) inch spacing. CONTRACTOR shall ensure that turf areas to be aerated are properly and evenly moist prior to aeration operations. CONTRACTOR shall flag all irrigation heads, valve boxes, quick-couplers, and the like, prior to commencing aeration operations. CONTRACTOR shall be responsible for any damage to irrigation, boxes, pavement, etc. from aerator and other equipment.

Fertilization.

- Products and rates of application shall be determined by the Contract Administrator/designee prior to use.
- CONTRACTOR shall include scheduling of fertilizations on Annual Calendar.
- CONTRACTOR shall give written notice to the Contract Administrator/designee at least two CITY business days in advance of fertilizer application at a given site.
- Application of fertilizer shall be done in sections, determined by the areas covered by each irrigation system. Adequate irrigation shall immediately follow the application of fertilizer to force fertilizer material to rest directly on the soil surface.
- Fertilize one time each: April, June and August.

Turf.

- Turf athletic fields are uniformly green and weed-free.
- Play area has a uniform surface and is well-drained.
- Turf is free of litter, debris and trip hazards (gopher holes/mounds).
- Turf should be watered on a regular basis based on the season (flood and sprinkler irrigation).
- Soil testing should be made to establish the basis for a regular fertilization program (determine the soil nutrients) in order to define fertilizer recommendations and correction. Testing will occur prior to fertilization.
- Turf is fertilized per schedule to maintain a healthy and optimum turf/grass growth.
- Turf will be aerated twice a year, or if needed, more frequently.
- Top dressing the athletic fields by adding soil or sand lightly over the surface of the grass.
- Equipment:
 - All mowers shall be sharp and adjusted properly to provide a clean, even cut at the specified height. All mowers must be thoroughly cleaned prior to arrival on the site. This is to prevent transportation and introduction of noxious weeds into the sports turf.
- Height of Cut:
 - The Parks Operations Division shall determine the height of cut for the particular type of turf, time of season and the amount of use the facility receives. The height of cut for sports turf shall be between 1 and 1.5 inches. The approved cutting height shall not be changed without authorization of the Contract Administrator/designee. This specification shall take precedence for sports turf mowing where a conflict may be found with another section.
- Mowing Pattern and Speed:
 - The CONTRACTOR shall change the direction and pattern of mowing each time the facility is mowed. The CONTRACTOR shall monthly provide a copy to the CITY, a calendar with alternate mow patterns, for each mowing. At no time shall the CONTRACTOR use the same pattern in consecutive mowing. Ground speed shall be maintained at a level sufficiently slow to prevent Marcelling Effect (unevenness of grass blade cut height).
- Mowing Frequencies:
 - Unless otherwise specified or directed by the CITY, mowing frequencies shall be as listed below:
 - Mowing consists of edging, hard surface sweeping, and blowing of walks and planters of grass & debris.
 - November - February: Turf shall be mowed twice a month.
 - March and October: Turf shall be mowed three times a month.
 - April - September: Turf shall be mowed once a week.
- Disposal of Clippings:
 - Clippings shall be collected and removed at the end of each mowing. No excess clippings shall be left to accumulate on top of any turf areas. Failure to remove excessive clippings on the same day shall result in the issuance of a Deficiency Notice and possible reduction in payment. Mulching mowers may be used upon prior approval by the Contract Administrator/designee.
- Edging:
 - Edging shall be performed at the same frequency as the mowing operations, with a power edger equipped with a steel blade. All hardscape edges adjacent to turfgrass shall be edged with a power edger as described above. The CITY may grant permission to use a string trimmer in certain situations where it may be deemed appropriate. The CONTRACTOR shall remove all clippings and clean all hard surface areas prior to leaving the facility. No debris may be blown back on to the freshly mowed turf, into the roadway or any drainage structure that is part of or drains to the City's storm water collection system.
- String Trimming:
 - String trimming shall be performed at the same frequency as the mowing operations. Extreme care shall be exercised with regard to use of string trimmers to prevent damage to

improvements and/or plant material. The CONTRACTOR shall be responsible for any and all damages caused by the use of string trimmers.

- String trimmers may not be used around trees. Where trees and shrubs occur in the turf areas, all grass shall be trimmed at a level equal to the mow height, if complete removal of grass is allowed it shall not exceed more than 18" from trunks of the trees and away from the dripline of shrubs. String trimming should not result in the turf being removed to the soil. If such damage occurs, the CONTRACTOR shall be responsible for re-seeding, topdressing and manually watering those areas until turf is re-established at no additional cost to the CITY.
- Rodent Control:
 - Same requirements as general landscape areas.

Skinned Infields.

- Infields have a uniform surface that are free of lips, holes, and trip hazards.
- Infields are free of weeds, grass and pests.
- Infields are free of rocks, dirt clods and debris.
- Low areas and/or holes will be located and filled.

Dugouts, Benches, Bleachers, Shade Covers, and Backstops.

- Dugouts, benches, bleachers, shade covers, and backstops are clean and free of litter and graffiti.
- Bench and bleacher seating are clean, smooth and free of sharp edges or protrusions.
- Bleacher areas have clean trash receptacles present and are in good condition.

2.3 Playground Maintenance.

Play Equipment.

- Play equipment and hardware is intact.
- Play equipment is free of graffiti.
- Play equipment and structures will be clean, safe and functional.
- Play equipment and structures will be pest-free and maintained on a scheduled basis.

Inspections. High frequency inspections shall be performed bi-weekly.

Surfacing. Fall surface is clean, level, and free of litter and debris.

2.4 Outdoor Court Maintenance.

Inspections. Surface is free of litter, debris, gravel, and graffiti. Inspect nets, goals, rims and notify Contract Administrator/designee if repairs need to be made.

2.5 Hard Surface Maintenance. Parking lots, roads and walkways, etc. are free of litter, debris and trip hazards, and maintained in a neat, clean, and safe condition at all times. All areas shall be swept or blown weekly to remove all deposits of leaves, silt, sand, and glass. Any hazards shall be reported immediately to the Contract Administrator/designee.

2.6 Site Amenity Maintenance.

BBQ Grills.

- Grills are operational, clean, and free of grease build-up.
- Ashes from grills are removed on a weekly basis.
- Underbrush, low limbs, and debris are cleaned away from grill area to reduce possible fire hazard.

Bicycle Rack. Bicycle racks are clean, visible, accessible, and operational.

Drinking Fountain and Hose Bibs. Drinking fountain bowls and drains are clean, accessible, functional, and free of debris and graffiti.

Flagpoles. Flags should be in good condition; no rips, tears, worn spots, or faded. If found in disrepair, contact the Contract Administrator/designee.

Park Bench. Benches are clean, free of rust, mildew, and graffiti.

Picnic Table. Tables are clean, free of rust, mildew, and graffiti.

Ramada.

- Ramada shall be cleaned on a weekly basis.
- Power washed on a monthly basis or more if needed.

Signage. Signs are clean, free of graffiti and properly installed in visible locations.

Trash Receptacles. Trash receptacles are clean, visible and accessible for public to use. All trash receptacles shall be (per schedule) checked, emptied and plastic trash liners replaced if more than 1/2 full.

2.7 Irrigation.

General.

CONTRACTOR shall be responsible to see that all plant materials planted within agreement boundaries or under CONTRACTOR's care at other locations owned by CITY receive the proper amount of water to maintain health and vigor. If special watering is needed for any area, it is the responsibility of CONTRACTOR to bring it to the Contract Administrator/designee's attention in writing. Plant materials that are damaged due to lack of water or over watering when under CONTRACTOR's control shall be replaced or returned to health at the CONTRACTOR's expense. Within four (4) weeks from beginning of contract, CONTRACTOR shall submit to the Contract Administrator/designee an inventory of all irrigation systems to ensure they are working properly.

CONTRACTOR is responsible for irrigation repair for and shall ensure that personnel operating irrigation systems are fully trained in all phases of landscape irrigation systems, thoroughly familiar with the particular equipment in use, and fully equipped and capable of performing proper programming, executing all repairs and operation of the entire irrigation systems. When watering, CONTRACTOR shall not water to a point of runoff. If runoff is occurring, adjustment of the watering schedule or use of a wetting agent may be necessary.

Irrigation controllers shall be programmed by the City, for any additional scheduling or re-programming required by the CONTRACTOR, contact the Contract Administrator/designee with a minimum week notice to performed modifications or changes in operations.

Controllers shall be set to operate when park is closed between 10:30 pm – 6:00 am, unless Contract Administrator/designee requires changes to the schedule.

2.8 Litter Control.

Cleaning shall include, but is not limited to removal of trash such as paper, cans, cigarette butts, dog waste, glass, dried or dead plants or parts of plants (leaves, fronds, small branches (8-10'), etc.) accumulated in contracted areas as a result of littering, wind or rain storms. The 30-gallon trash drums (in the parks) shall be emptied on the scheduled day the parks are scheduled for cleaning. The trash receptacle holders must be emptied and cleaned according to the cleaning schedule of the park site. Plastic liners will be replaced with new liners after each removal of trash. There are 90 gallon roll-off trash cans at Folley and Harris parks that need to be emptied weekly. Trash cans need to be put in the northwest parking lot at Folley and in the street on the east side of the park at Harris each Thursday so they can be emptied Friday mornings by the City's solid waste trash company. Trash cans need to be redistributed in the park each Friday after they have been emptied. Cleaning includes removal of debris and raking of playground area surfacing. All materials collected shall be disposed of by CONTRACTOR in accordance with all City, County, State and Federal laws and regulations.

CONTRACTOR shall not dispose of debris in on-site dumpsters. Debris shall to be removed from the site and

CONTRACTOR shall be solely responsible for any disposal fees (dumping charges).

Parks require cleaning service two (2) times a week, and non-park sites once a week (unless noted differently).

Sidewalks: All sidewalks within landscape areas to be cleaned by mechanically blowing off debris every seven (7) days.

Raking: Shall include the raking of debris and trash from all granite areas. Debris includes: trash, dead plant material, dog waste, etc. to be performed at each location at each visit.

General.

- Litter is picked up from grounds, or emptied from trash receptacles (when ½ or more full or when garbage scent is a nuisance) on a twice a week schedule basis (Monday and Friday).
- Areas around trash receptacles are clean of trash and debris.
- Dumpster areas are cleaned thoroughly on a monthly basis.

2.9 Pest Management.

CONTRACTOR shall take normal precautions and institute proper procedures for the control of insects, pests or disease and shall be responsible for all damages resulting from improper procedures or the failure to take normal precautions to control insects, pests or disease.

CONTRACTOR shall submit a list of proposed chemicals to the Contract Administrator/designee for approval prior to using any such chemicals. Any deviation from the approved list without prior written approval may be grounds for termination.

CONTRACTOR shall be responsible for any adverse effects or death of plant materials, including soil sterilization, runoff and drift onto adjacent properties, caused by the application of chemicals. CONTRACTOR shall make all repairs or replacements, due to the application of chemicals, at his own expense.

CONTRACTOR shall control gophers and other pests, which burrow, crawl, fly, nest or otherwise reside on the work site. It shall be the CONTRACTOR's responsibility to determine the method of control and to execute action as determined; however, prior written approval from Contract Administrator/designee must be obtained.

CONTRACTOR shall furnish all chemicals, rodenticides, insecticides, and equipment and labor necessary to provide pest control at various CITY locations listed. Service shall include cleanout and control of all pests and insects.

Pesticides shall be used in strict conformance with manufacturer's instructions as they appear on the label, or approved by the Arizona State Chemist. Pesticide(s) shall not be left unattended or not under lock and key, and no pesticide will be stored on the premises of CITY buildings or grounds.

CONTRACTOR shall maintained a listing of all products used for quick reference, to include product names, formulas and antidotes covering chemicals and pesticides to be used under this contract. Safety Data Sheets (SDS) shall be with CONTRACTOR's personnel at all times. CONTRACTOR shall maintain and keep a chemical spray log indicating all spraying done during the term of this Agreement. Copies of the SDS sheets, as well as a copy of the licensed pesticide applicator will be supplied to the CITY by the CONTRACTOR.

All chemicals and pesticides used must have Environmental Protection Agency registration and State Chemist approval.

Materials, techniques and processes shall fully comply with all applicable Federal, State and local laws, regulations, standards and ordinances pertaining to health, safety and environmental protection. Failure to comply shall be sufficient grounds for immediate termination of the Agreement.

CONTRACTOR's staff performing the required pest, insect and disease control services shall be licensed by

the State of Arizona to perform the required services as approved by the State of Arizona Structural Pest Control Board. All herbicide and pesticide applicators must be certified by the Structural Pest Control Board.

The CITY expressly reserves the right to require additional service at no added cost should pest infestation or problems be experienced during the interim between the treatments. CONTRACTOR shall complete any such additional service within four (4) working days after notification by Contract Administrator/designee.

Weed Control. All sites are to be kept free from weeds. In addition, all areas consisting of river rock, pea gravel, decomposed granite and bare earth in planting areas shall be kept free of grass and weeds at all times. It shall be CONTRACTOR's responsibility to ensure this is accomplished.

Pre-Emergent Herbicide Application. Apply Gallery herbicide to all non-turf and open areas per label instruction: one Summer application (July 15 – August 15) and one Winter application (January 15 - February 15). Before application, areas must be free from weeds. Schedule of Gallery herbicide applications must be submitted to the Parks Maintenance representative at least five (5) working days prior to application. Failure to submit schedule as prescribed may be grounds for termination of contract.

Post-Emergent Weed Control - Non-Turf Areas. All weeds are to be controlled by chemical means before reaching three (3) inches high. Weeds are not to be controlled by mechanical means (hoeing).

Summer - Weeds to be controlled by the use of Monsanto brand "Roundup" herbicide per label instructions.

Winter - Weeds to be controlled by Roundup Quick Pro in the granite areas.

Post-Emergent Weed Control - Turf Areas. Winter annual broadleaf weeds to be controlled by the use of 2, 4, D Amine herbicide, or approved equal, per label instructions.

Cutting of the grass is not considered a weed control measure.

No soil sterilants of any type shall be used.

General.

- Best horticultural practices and methods of control shall be used; care must be taken in following label directions and in applications.
- All safety regulations in handling and applying pesticides shall be adhered to in accordance with the state law, rules and regulations as set forth by the State of Arizona Department of Agriculture.
- All employees who apply pesticides and herbicides are trained and licensed by the State of Arizona Department of Agriculture. No employee is allowed to apply pesticides unless licensed.
- Areas are inspected and remedied upon discovery.
- Spraying or dusting shall only be required when necessary to prevent a plant or tree from being damaged by an organism that can normally be controlled only by spraying or dusting. When spraying or dusting is required, special care shall be exercised to prevent unnecessary discomfort to the people in the area. The Contract Administrator/designee shall be notified.
- CONTRACTOR shall establish a continuing program to control ants and rodents and submit this program to the Contract Administrator/designee for approval. Request for approval must include the following information: the pest to be controlled, method of control, and product labels. CONTRACTOR shall complete a Pesticide Spray Log for any pesticides used and submit with monthly payment invoices. When spraying or dusting, the instructions on the label shall be followed and special care shall be exercised in application.

All herbicide uses other than mentioned above will be considered a management tool and therefore excluded from reimbursement, i.e. using herbicides instead of hoeing to eliminate weeds. CONTRACTOR shall submit applicable material safety data sheets to Contract Administrator/designee prior to use, a letter naming the

herbicides that are proposed for use, where and how they are to be applied, and a copy of the product label. CONTRACTOR shall complete and furnish copies of an herbicide Spray Log with the billing invoices to Contract Administrator/designee on a monthly basis.

Roundup will be used as needed for a systemic weed killer. No other chemical will be used unless approved by the Contract Administrator/designee. All labor and material to control the weeds will be supplied by the CONTRACTOR. Weeds will also be controlled manually by hoe. All weeds controlled by chemicals must be removed or raked out.

The CITY reserves the right to sample and test of pre-emergent to ensure compliance with requirements, at any time during the application of herbicides.

If weeding is not performed as required in this contract, the CITY will consider the affected areas unsatisfactory and appropriate action will be taken.

2.10 Vandalism and Graffiti.

General.

- Any graffiti or vandalism found will be reported to the City of Chandler Police Department, and an incident report is to be filled out (480)-782-4130. Report damage to the Contract Administrator/designee.
- Report any required repairs immediately upon discovery to the Contract Administrator/designee. Document and photograph damage as necessary.
- The City of Chandler has a Graffiti Team that will remove any graffiti found. Contact the graffiti team at (480)-782-4322. Report graffiti to the Contract Administrator/designee.

2.11 Storm Cleanup.

General.

- Forty-eight hour clean-up response, after notification, of all storm-related activities jeopardizing public safety. Work includes clean-up of storm detention debris, hazardous tree and limb removal, clean-up of storm debris, etc.
- Inspect drain covers at least once monthly and immediately after flooding occurs.
- Remove debris and organic materials from drain covers within every other month.
- Inspect and clean drains before forecasted storms begin.
- Invasive plant removal once a year or as needed.
- Drain system maintenance done once a year.

2.12 Downtown Area.

General.

The Downtown area is considered our highest area of maintenance and in addition to the basic service required in the CONTRACT, the additional services included herein are required within this area. The Downtown is considered Arizona Avenue from Frye Road to Pecos Road.

CONTRACTOR shall power wash hardscape (sidewalks) within the Arizona Avenue ROW from Frye Road to Pecos Road eight (8) times per year, as directed by the Contract Administrator/designee. The scope of work includes all flat work, sidewalks, trash receptacles cans, planters, and benches. Schedule for power washing shall be done during the night and shall be included in the Annual Calendar submitted by the CONTRACTOR.

CONTRACTOR shall provide portable power washing equipment capable of generating 3,500 psi of water pressure to clean the downtown area.

Measures shall be taken by CONTRACTOR to prevent water encroachment into businesses, buildings, and structures.

All pedestrian hardscape areas, including but not limited to sidewalks, plazas, pedestrian street crossings, etc.

shall be blown once a week.

All site amenities, including but not limited to benches, bicycle racks, and trash receptacles shall be completely wiped clean with a germicidal cleaner bi-weekly.

All shrubs and groundcover areas shall be detailed monthly. The intent shall be to maintain shrub and ground cover areas in a neat, visually pleasing manner.

All tree branches shall be maintained no lower than 14' over the vehicular areas and 8' feet over pedestrian areas.

CONTRACTOR shall maintain tree wells in paved areas, consisting of decomposed granite so that there is no greater than one half inch ($\frac{1}{2}$ " differential between the tree well and the sidewalk.

EXHIBIT B
SECTION III - PARKS LANDSCAPE CONTRACT FREQUENCY SCHEDULE

PARK SERVICE	TIME	FREQUENCIES PER YEAR
Turf Maintenance		
Inspection	Twice a Week	104
Aerate	Two Times per Year	2
Fertilization	Two Times per Year	2
Pre-Emergent	Two Times per Year	2
Post-Emergent	As needed	As needed
Tree and Shrub Maintenance		
Inspection	Twice a Week	104
Fertilization	Two Times per Year	2
Pre-Emergent	Two Times per Year	2
Post-Emergent	As needed	As needed
Pruning	Per pruning specifications	Per Spec
Trimming	As required for trees and shrubs to be maintained in a pleasing and varies safe appearance at all times using best practices and as determined by Contract Administrator/designee.	12
Palm Pruning	Pruning of all palms in June/July(once) after bloom, and as needed to maintain appearance.	1
DG Maintenance	Once a Month	12
Edging	Once a Month	10
Park Maintenance - (Athletic Fields Maintenance Applies only to Folley Park)		
Inspection	Twice a Week (Daily for Folley Park Ballfields)	365
Mowing	As Dictated by Schedule (Folley Ballfields)	As Schedule
Litter/Debris/Trash Removal	Twice a Week & (Daily for Folley Park Ballfields)	104
Soil Analysis	Twice a Year	2
Fertilization	Two Times per Year	2
Drag Infield	Daily	365
Chalk Lines/Paint Outfield Lines	Once a week when games are scheduled. More than once, extra work is paid.	40
Scarify Infield	2 -3 times a week.	156
Laser Level	Once a Year	1
Playground Maintenance		
Inspection	Twice a Week	104
Surfacing	Twice a Week	104
Litter/Debris Removal	Twice a Week	104
Playground Wood Chips	Once a Year (Top Off)	1
Power Wash	Once a Year	1
Outdoor Court Maintenance		
Inspections	Twice a Week	104
Litter/Debris/Trash Removal	Twice a Week	104
Power Wash	Once a Month	12
Hard Surface Maintenance		
Inspections	Twice a Week	104
Litter/Debris/Trash Removal	Twice a Week	104

Site Amenity Maintenance		
Inspections	Twice a Week	104
Litter/Debris/Trash Removal	Twice a Week	104
Cleaning	Twice a Week	104
Power Wash	Once a Month	12
Irrigation Maintenance		
Controller Programming	Quarterly	3
Repairs	Every Other Week	26
Testing	Every Other Week	26
Backflow Testing	Once a Year	1
Downtown Maintenance		
Inspection	Twice a Week	104
Litter/Debris Removal	Twice a Week	104
Power Wash Sidewalk/Hardscape	Twice a Quarter	8
Clean Amenities	Every Other Week	26
Controller Programming	Quarterly	3
Irrigation Repairs	Every Other Week	26
Irrigation Testing	Every Other Week	26
Edging	Once a Month	12
High Level Pruning/Leaf Removal, etc.	Every Other Week	26
Mulching	Quarterly	3
Weed Control	Once a Week	52
Fertilize	Quarterly	3
Pest Control	Twice a Year	2
NON-PARK SERVICE	TIME	FREQUENCIES PER YEAR
Turf Maintenance		
Inspection	Once a Week	52
Aerate	Per schedule (Folley Ballfields)	2
Fertilize	Per schedule (Folley Ballfields)	3
Pre-Emergent	Two Times per Year	2
Post-Emergent	As needed	As needed
Tree and Shrub Maintenance		
Inspection	Once a Week	52
Fertilize	Two Times per Year	2
Pruning (trees)	Per pruning specifications	Per Spec
Trimming	As required for trees and shrubs to be maintained in a pleasing and varies safe appearance at all times using best practices and as determined by Contract Administrator/designee.	12
Palm Pruning	Pruning of all palms in June/July(once) after bloom, and as needed to maintain appearance.	1
Weed Control	Once a Month	12
Hard Surface Maintenance		
Inspections	Once a Week	52
Litter/Debris/Trash Removal	Once a Week	52
Inspections	Arizona Ave. twice per week.	104
Litter/Debris/Trash	Arizona Ave. twice per week	104

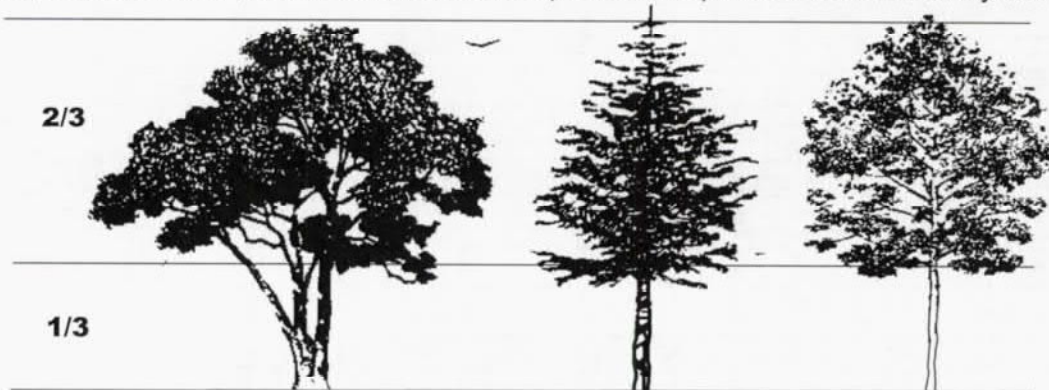
Removal		
Irrigation Maintenance		
Controller Programming	Quarterly	3
Repairs	Every Other Week	26
Testing	Every Other Week	26
Backflow Testing	Once a Year	1

**EXHIBIT C - PARKS & FACILITIES – LOCATIONS WITH DESCRIPTION
PARKS AND NON-PARK AREAS**

#	FMA MAP	PARK NAME	ADDRESS	PARK/NON-PARK	LANDSCAPE ACRES	TOTAL SITE ACRES
1	46	ARBUCKLE PARK	1100 S NORMAN WAY	Park	3.63	8.33
2	28	ASHLEY TRAIL	629 N TOWER AV	Park	2.55	2.55
3	62	BLUE HERON PARK	1399 W LAKE DR	Park	1.26	3.12
4	27	BOYS & GIRLS CLUB	300 E CHANDLER BL	Park	1.94	5.49
5	02	DESERT OASIS PARK & AQUATIC CENTER	1400 W SUMMIT PL	Park	1.05	2.16
6	27	EAST MINI PARK	605 E ERIE ST	Park	0.03	0.36
7	38	FOLLEY PARK & AQUATIC CENTER - (Ballfield Mowing)	601 E FRYE RD	Park	6.01	20.23
8	38	FOLLEY PARK & AQUATIC CENTER - (Landscape)	601 E FRYE RD	Park	7.14	n/a
9	56	FOX CROSSING PARK	3572 S SANDPIPER DR	Park	2.35	5.55
10	38	HARRIS PARK	150 E ELGIN ST	Park	0.54	0.87
11	28	JACKRABBIT PARK	1750 E THATCHER BL	Park	3.01	3.93
12	78	LA PALOMA PARK	6579 S AMANDA BL	Park	5.17	15.67
13	24	LOS ALTOS PARK	405 N LOS ALTOS DR	Park	0.83	1.22
14	31	NOZOMI PARK & AQUATIC CENTER	250 S KYRENE RD	Park	5.02	21.36
15	26	PARK MANORS PARK	395 W ERIE ST	Park	0.22	0.44
16	29	PASEO TRAIL A & MAMMOTH PARK	GALVESTON ST TO CHANDLER BL	Park	3.68	4.23
17	39	PASEO TRAIL B	COOPER TO PECOS	Park	3.74	3.74
18	45	PASEO TRAIL C & CANYON OAKS	PECOS RD TO GERMANN RD	Park	12.54	12.54
19	51	PASEO TRAIL D	GERMANN TO QUEEN CREEK	Park	4.31	4.31
20	58	PASEO TRAIL E (future: 1.56 acres)	QUEEN CREEK TO McQUEEN	Park	n/a	n/a
21	57	PASEO TRAIL F	McQUEEN RD TO OCOTILLO RD	Park	2.27	2.27
22	64	PASEO TRAIL G	OCOTILLO RD TO CHANDLER HEIGHTS	Park	3.62	3.62
23	70	PASEO TRAIL H & PASEO CROSSING	CHANDLER HEIGHTS TO RIGGS AT CANA	Park	5.93	5.93
24	70	PASEO TRAIL H & ROCKWOOD ESTATES	CHANDLER HEIGHTS TO RIGGS AT CANA	Park	5.05	5.05
25	57	PASEO VISTA RECREATION AREA	3850 S McQUEEN RD	Park	30.81	61.95
26	42	PECOS RANCH PARK	1555 W MAPLEWOOD ST	Park	4.61	11.25
27	34	PUEBLO ALTO PARK	3948 W CALLE SEGUNDA	Park	0.17	0.25
28	65	QUAIL HAVEN PARK	4675 S ADAMS AV	Park	6.10	9.77
29	62	SNEDIGAR PARK WEST (ROW)	4500 S BASHA RD	Park	4.49	73.66
30	03	SUMMIT POINT PARK	528 W BOXELDER PL	Park	0.25	0.33
31	38	WINN PARK	56 E MORELOS ST	Park	0.22	0.79
				Total:	128.56	290.97
#	FMA MAP	NON-PARK NAME	ADDRESS	PARK/NON-PARK	LANDSCAPE ACRES	TOTAL SITE ACRES
32	37	AZ AVE MEDIANS & SIDEWALK	ARIZONA AVE-FRYE RD TO PECOS RD	Non-Park	1.43	1.43
33	63	BASHA RD CANAL	OCOTILLO RD TO SNEDIGAR WEST PARK	Non-Park	0.92	0.92
34	34	CHANDLER MUSEUM / MCCULLOUGH-PRICE HOUSE	300 S CHANDLER VILLAGE DR	Non-Park	1.76	2.11
35	37	COMMONWEALTH CANAL	SAN MARCOS PL TO ESSEX ST	Non-Park	0.55	0.55
36	22	DESERT BREEZE BL (ROW)	DESERT BREEZE BL & McCLINTOCK DR	Non-Park	2.94	2.94
37	22	DESERT BREEZE POLICE SUBSTATION	251 N DESERT BREEZE BL W	Non-Park	2.75	3.62
38	45	FIRE STATION 1	1491 E PECOS RD	Non-Park	3.40	3.73
39	71	FIRE STATION 10	5211 S McQUEEN RD	Non-Park	2.37	2.60
40	66	FIRE STATION 11	4200 S GILBERT RD	Non-Park	1.59	1.85
41	16	FIRE STATION 2	1911 N ALMA SCHOOL RD	Non-Park	0.91	1.06
42	35	FIRE STATION 3	275 S ELLIS ST	Non-Park	1.92	2.20
43	21	FIRE STATION 4	295 N KYRENE RD	Non-Park	1.14	1.30
44	55	FIRE STATION 5	1775 W QUEEN CREEK RD	Non-Park	1.33	1.51
45	27	FIRE STATION 6	911 N JACKSON ST	Non-Park	1.06	1.42
46	78	FIRE STATION 7	6200 S GILBERT RD	Non-Park	1.37	1.65
47	37	FIRE STATION 8	711 W FRYE RD	Non-Park	1.63	1.87
48	22	FIRE STATION 9	211 N DESERT BREEZE BL	Non-Park	2.23	2.96
49	35	FIRE SUPPORT FACILITY	163 S PRICE RD	Non-Park	1.09	1.46
50	54	FIRE TRAINING CENTER	3550 S DOBSON RD	Non-Park	6.36	6.89
51	56	HAMILTON AQUATIC CENTER	3838 S ARIZONA AVE	Non-Park	0.48	1.89
52	37	OREGON ST PARKING GARAGE	160 S OREGON ST	Non-Park	0.45	1.77
53	37	OVERSTREET POCKET PARK	NWC OREGON ST & BUFFALO ST	Non-Park	0.05	0.05
54	54	PUBLIC SAFETY ACADEMY	3670 S DOBSON RD	Non-Park	2.56	3.09
55	27	SUMMERSET (ROW)	VARIOUS LOCATIONS (see FMA map)	Non-Park	2.71	2.71
56	28	TRADITIONS EAST & WEST (ROW)	N SIDE OF E THATCHER BL	Non-Park	4.11	4.54
				Total:	47.11	66.12
					Landscape	Site
Park Totals:					128.56	290.97
Non-Park Totals:					47.11	66.12
Grand Totals:					175.66	347.09

EXHIBIT E – TREE and SHRUB PRUNING SPECIFICATIONS

All trees should follow the general pruning guide where 2/3 of a pruned tree is canopy and the lower 1/3 of the tree is open trunk. To promote health and non-suckering of the trees pruned, never remove more than 25% of the tree foliage at any one pruning. List below, CONTRACTOR will find some crude examples of what these trees may look like. This guide is not an all-inclusive guide that deals with all plant material found in the all areas, but is provided to help establish how plant material should be pruned in a professional and timely manner.



Young (less than 20 feet,) Desert trees, and Eucalyptus tree's all will need to be pruned to the guidelines in the months as follows: **1st time** mid-May through April, **2nd time** in July, and **3rd time** in October.

Young (Less than 20 feet), Pine trees, Oak tree's and deciduous tree's shall be pruned only 1 time each year in January, unless it is planted adjacent to a walkway or roadway and will be pruned as needed to keep walks and drives open.

Mature (over 20 feet tall) Desert Tree's and Dalbergia Sissoo trees will be pruned in April to May the **1st time**, and October the **2nd time**.

Palms shall be pruned in June/July; once after bloom with all fronts removed below the 10 and 2 o'clock positions as if looking at a wall clock. Note: do not over prune palms.

- CONTRACTOR shall prune all trees by approved method to keep tree branches out of street right-of-way, for 14' high vertical clearance on streets and above sidewalks for 8' clearance. Pole saws and pruners are approved for this work. Trimming height will not be limited to this specified height. The CITY has the right to request trimming of all trees per CITY tree and shrub pruning.
- CONTRACTOR shall prune all shrubs and groundcover in an acceptable and methodical manner: i.e., selective pruning in keeping with good horticultural practices. Pruning of all shrubs and groundcover shall be limited to containment of vegetative growth to the inside edge of curb lines, sidewalks (if any) and a maximum of 24 inches above height of grade (street surface) for shrubs within the sight distance triangle. Shrubs in Right-of-Way (R.O.W.) or basins within 10 feet of a wall shall be kept at the height not to exceed the wall. Pruning shall also include the removal of dead, dying, diseased and broken portions of each plant. If replacement is necessary, except when due to negligence of CONTRACTOR, the CITY will supply plant materials. Pruning shall be performed in such a way that plant material does not create a visibility obstruction to vehicular traffic. The Contract Administrator/designee shall reserve the right to determine when plant material creates a visibility obstruction.
- Height of trimming of shrubs in continuous areas will be consistent in height. The CITY will determine height of trimming. See Tree & Shrub pruning specifications.
- Pruning, elevating and shaping of trees shall be limited to small trees, regardless of what their anticipated mature height may be. Pole saws and pruners should be used to meet height requirements as specified in

this contract. Pruning shall be performed following accepted practices, no stubs.

- Pruning is defined as cutting to a tree to shape, thin, or change the direction of the new growth. This shall include crown cleaning, crown thinning, crown reduction, crown restoration and crown raising. Trimming is cutting to remove a hazard or sight obstruction.
- CONTRACTOR shall have good quality, appropriate hand tools available at all times. CONTRACTOR shall keep all tools in a clean, operative and sharp condition and shall have them sterilized periodically. If disease/infection is suspected or known within a certain plant(s), CONTRACTOR shall sterilize all cutting tools between each cut. All hand shears and loppers shall be a type having two (2) cutting edges. Anvil type pruners are not acceptable. All branches and clippings shall be removed from site at completion of each workday.
- CONTRACTOR shall prune all trees at least once a year, but trees may require touch up trimming and pruning throughout the year on an as needed basis, per Tree and Shrub pruning specifications.
- Palm trees regardless of height shall have frond stubs and seed pods removed in July, but do not require skinning. More than one trimming of palms may be required. This shall be on an as-needed basis at no additional cost.
- Pruning standards shall follow the AZ Landscape Contractor Association Standards for Landscape Care for correct pruning.
- CONTRACTOR shall have an ISA Certified Arborist or Certified Tree Worker available to train, oversee, and supervise all pruning of trees.

Shrubs and Ground Cover:

Shrubs: Shall be pruned as follows:

SPECIES	PRUNING SEASON	PRUNE HEIGHT
Mexican Birds of Paradise	December - January	Not more than 18" above ground
Texas Sage	After blooms drop, mid-November - January.	18" to 24" above ground
Cassia	Before seeds drop mid-March - April	18" to 24" above ground
Oleander	Mid-March - April	18" to 24" above ground
Bougainvillea	Mid-March - April	18" to 24" above ground
Ruellia	Mid-March - April	24" to 30" above ground
Natal Plum	Mid-March - April	18" to 24" above ground
Brittle Bush	November	18" to 24" above ground
Sugar Bush	November	Pruned hard
Hesperalo	November	Little to no pruning (flower stalks shall all be removed)
Desert Shrub: Brittle Bush, Mallows, Mexican Primrose, Eremophila	May	Pruned to 12" or less
Ornamental Grasses	April	All grasses shall be flat cut to ¾" above ground. Baling of ornamental grasses will not be acceptable.

Ground Covers: Shall be pruned as needed to keep walkways clear, and pruned back in March as needed to remove die back and frost damage. *Note: Lantana shall be pruned completely to the ground each year in March.

PARKS & FACILITIES AREA

Trees and shrubs within these areas are needed to be more formal in nature.

Young and older trees should follow the general guidelines set forth in the regular guideline already discussed above. The only difference is that once the Trees are pruned to their individual specification they will be kept there by additional pruning throughout the growing season by additional pruning as needed and certainly within every 60 day of the growing cycle.

Shrub and ground cover should also follow the previous guidelines already discussed earlier. Pruning shall be maintained a minimum of every 60 days or as needed to keep the shrubs and groundcover acceptable and pleasant to look at throughout the year.

PRUNING/TRIMMING SCHEDULE

Plant Name	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.
Young Desert Trees			X	X	X		X			X		
Eucalyptus			X	X	X	X	X			X	X	
Pines, Oaks, Deciduous	X											
Mature Desert Trees			X	X	X				X	X	X	
Delbergia Sisso			X	X	X					X	X	
Palm Trees						X	X					
Ground cover/Lantana		X	X	X								
Mexican Birds of Paradise	X	X										X
Texas Sage	X										X	X
Cassia			X	X	X							
Oleander			X	X	X							
Bougainvillea			X	X	X							
Ruellia			X	X	X							
Natural Plum			X	X	X							
Sugar Bush										X	X	
Hesperalo										X	X	
Desert Shrubs/Brittle bush, Mexican Primrose, Eremophila				X	X							
Ornamental Grasses			X	X								

EXHIBIT F – LANDSCAPE MAINTENANCE PRICING

#	FMA MAP	PARK NAME	ADDRESS	PARK AREA	LANDSCAPE ACRES	Total Monthly Unit Price	QTY	Total Annual Cost
1	46	ARBUCKLE PARK	1100 S NORMAN WAY	Park	3.63	\$1,346.00	12	\$16,152.00
2	28	ASHLEY TRAIL	629 N TOWER AV	Park	2.55	\$1,276.00	12	\$15,312.00
3	62	BLUE HERON PARK	1399 W LAKE DR	Park	1.26	\$740.00	12	\$8,880.00
4	27	BOYS & GIRLS CLUB	300 E CHANDLER BL	Park	1.94	\$771.00	12	\$9,252.00
5	02	DESERT OASIS PARK & AQUATIC CENTER	1400 W SUMMIT PL	Park	1.05	\$459.00	12	\$5,508.00
6	27	EAST MINI PARK	605 E ERIE ST	Park	0.03	\$246.00	12	\$2,952.00
7	38	FOLLEY PARK & AQUATIC CENTER - (Ballfield Mowing)	601 E FRYE RD	Park	6.01	\$385.00	12	\$4,620.00
8	38	FOLLEY PARK & AQUATIC CENTER - (Landscape)	601 E FRYE RD	Park	7.14	\$12,250.00	12	\$147,000.00
9	56	FOX CROSSING PARK	3572 S SANDPIPER DR	Park	2.35	\$810.00	12	\$9,720.00
10	38	HARRIS PARK	150 E ELGIN ST	Park	0.54	\$439.00	12	\$5,268.00
11	28	JACKRABBIT PARK	1750 E THATCHER BL	Park	3.01	\$850.00	12	\$10,200.00
12	78	LA PALOMA PARK	6579 S AMANDA BL	Park	5.17	\$1,591.00	12	\$19,092.00
13	24	LOS ALTOS PARK	406 N LOS ALTOS DR	Park	0.83	\$364.00	12	\$4,368.00
14	31	NOZOMI PARK & AQUATIC CENTER	250 S KYRENE RD	Park	5.02	\$1,019.00	12	\$12,228.00
15	26	PARK MANORS PARK	395 W ERIE ST	Park	0.22	\$238.00	12	\$2,856.00
16	29	PASEO TRAIL A & MAMMOTH PARK	GALVESTON ST TO CHANDLER BL	Park	3.68	\$1,081.00	12	\$12,972.00
17	39	PASEO TRAIL B	COOPER TO PECOS	Park	3.74	\$608.00	12	\$7,296.00
18	45	PASEO TRAIL C & CANYON OAKS	PECOS RD TO GERMANN RD	Park	12.54	\$1,891.00	12	\$22,692.00
19	51	PASEO TRAIL D	GERMANN TO QUEEN CREEK	Park	4.31	\$524.00	12	\$6,288.00
20	58	PASEO TRAIL E (future 1.55 acres)	QUEEN CREEK TO McQUEEN	Park	n/a	n/a	n/a	n/a
21	57	PASEO TRAIL F	McQUEEN RD TO OCOTILLO RD	Park	2.27	\$544.00	12	\$6,528.00
22	64	PASEO TRAIL G	OCOTILLO RD TO CHANDLER HEIGHTS	Park	3.62	\$526.00	12	\$6,312.00
23	70	PASEO TRAIL H & PASEO CROSSING	CHANDLER HEIGHTS TO RIGGS AT CANAL	Park	5.93	\$1,030.00	12	\$12,360.00
24	70	PASEO TRAIL H & ROCKWOOD ESTATES	CHANDLER HEIGHTS TO RIGGS AT CANAL	Park	5.05	\$1,124.00	12	\$13,488.00
25	57	PASEO VISTA RECREATION AREA	3850 S McQUEEN RD	Park	30.81	\$3,188.00	12	\$38,256.00
26	42	PECOS RANCH PARK	1555 W MAPLEWOOD ST	Park	4.61	\$1,573.00	12	\$18,876.00
27	34	PUEBLO ALTO PARK	3948 W CALLE SEGUNDA	Park	0.17	\$222.00	12	\$2,664.00
28	65	QUAIL HAVEN PARK	4675 S ADAMS AV	Park	6.10	\$1,847.00	12	\$22,164.00
29	62	SNEDIGAR PARK WEST (ROW)	4500 S BASHA RD	Park	4.49	\$1,763.00	12	\$21,156.00
30	03	SUMMIT POINT PARK	528 W BOXELDER PL	Park	0.25	\$378.00	12	\$4,536.00
31	38	WINN PARK	56 E MORELOS ST	Park	0.22	\$407.00	12	\$4,884.00
#	FMA MAP	NON-PARK NAME	ADDRESS	PARK AREA	LANDSCAPE ACRES	Total Monthly Unit Price	QTY	Total Annual Cost
32	37	AZ AVE MEDIANS & SIDEWALK	ARIZONA AVE-FRYE RD TO PECOS RD	Non-Park	1.43	\$1,910.00	12	\$22,920.00
33	63	BASHA RD CANAL	OCOTILLO RD TO SNEDIGAR WEST PARK	Non-Park	0.92	\$918.00	12	\$11,016.00
34	34	CHANDLER MUSEUM / MCCULLOUGH-PRICE HOUSE	300 S CHANDLER VILLAGE DR	Non-Park	1.76	\$1,305.00	12	\$15,660.00
35	37	COMMONWEALTH CANAL	SAN MARCOS PL TO ESSEX ST	Non-Park	0.55	\$436.00	12	\$5,232.00
36	22	DESERT BREEZE BL (ROW)	DESERT BREEZE BL & McCLINTOCK DR	Non-Park	2.94	\$1,083.00	12	\$12,996.00
37	22	DESERT BREEZE POLICE SUBSTATION	251 N DESERT BREEZE BL W	Non-Park	2.75	\$482.00	12	\$5,784.00
38	45	FIRE STATION 1	1491 E PECOS RD	Non-Park	3.40	\$721.00	12	\$8,652.00
39	71	FIRE STATION 10	5211 S McQUEEN RD	Non-Park	2.37	\$524.00	12	\$6,288.00
40	66	FIRE STATION 11	4200 S GILBERT RD	Non-Park	1.59	\$304.00	12	\$3,648.00
41	16	FIRE STATION 2	1911 N ALMA SCHOOL RD	Non-Park	0.91	\$230.00	12	\$2,760.00
42	35	FIRE STATION 3	275 S ELLIS ST	Non-Park	1.92	\$376.00	12	\$4,512.00
43	21	FIRE STATION 4	295 N KYRENE RD	Non-Park	1.14	\$277.00	12	\$3,324.00
44	55	FIRE STATION 5	1775 W QUEEN CREEK RD	Non-Park	1.33	\$277.00	12	\$3,324.00
45	27	FIRE STATION 6	911 N JACKSON ST	Non-Park	1.06	\$366.00	12	\$4,392.00
46	78	FIRE STATION 7	6200 S GILBERT RD	Non-Park	1.37	\$365.00	12	\$4,380.00
47	37	FIRE STATION 8	711 W FRYE RD	Non-Park	1.63	\$527.00	12	\$6,324.00
48	22	FIRE STATION 9	211 N DESERT BREEZE BL	Non-Park	2.23	\$624.00	12	\$7,488.00
49	35	FIRE SUPPORT FACILITY	163 S PRICE RD	Non-Park	1.09	\$365.00	12	\$4,380.00
50	54	FIRE TRAINING CENTER	3550 S DOBSON RD	Non-Park	6.36	\$665.00	12	\$7,980.00
51	56	HAMILTON AQUATIC CENTER	3838 S ARIZONA AVE	Non-Park	0.48	\$254.00	12	\$3,048.00
52	37	OREGON ST PARKING GARAGE	160 S OREGON ST	Non-Park	0.45	\$302.00	12	\$3,624.00
53	37	OVERSTREET POCKET PARK	NWC OREGON ST & BUFFALO ST	Non-Park	0.05	\$143.00	12	\$1,716.00
54	54	PUBLIC SAFETY ACADEMY	3670 S DOBSON RD	Non-Park	2.56	\$327.00	12	\$3,924.00
55	27	SUMMERSET (ROW)	VARIOUS LOCATIONS (see FMA map)	Non-Park	2.71	\$893.00	12	\$10,716.00
56	28	TRADITIONS EAST & WEST (ROW)	N SIDE OF E THATCHER BL	Non-Park	4.11	\$1,268.00	12	\$15,216.00

EXHIBIT G – LANDSCAPE PRE-EMERGENT PRICING

#	FMA MAP	PARK NAME	ADDRESS	PARK AREA	LANDSCAPE ACRES	Cost Per Application	X	Applica tion Per Year	Total Annual Cost
1	46	ARBUCKLE PARK	1100 S NORMAN WAY	Park	3.63	\$491.00	X	2	\$982.00
2	28	ASHLEY TRAIL	629 N TOWER AV	Park	2.55	\$469.00	X	2	\$938.00
3	62	BLUE HERON PARK	1399 W LAKE DR	Park	1.26	\$165.00	X	2	\$330.00
4	27	BOYS & GIRLS CLUB	300 E CHANDLER BL	Park	1.94	\$169.00	X	2	\$338.00
5	02	DESERT OASIS PARK & AQUATIC CENTER	1400 W SUMMIT PL	Park	1.05	\$138.00	X	2	\$276.00
6	27	EAST MINI PARK	605 E ERIE ST	Park	0.03	\$22.00	X	2	\$44.00
7	38	FOLLEY PARK & AQUATIC CENTER - (Ballfield Mow ing)	601 E FRYE RD	Park	6.01	n/a	X	2	n/a
8	38	FOLLEY PARK & AQUATIC CENTER - (Landscape)	601 E FRYE RD	Park	7.14	\$408.00	X	2	\$816.00
9	56	FOX CROSSING PARK	3572 S SANDPPER DR	Park	2.35	\$306.00	X	2	\$612.00
10	38	HARRIS PARK	150 E ELGIN ST	Park	0.54	\$63.00	X	2	\$126.00
11	28	JACKRABBIT PARK	1750 E THATCHER BL	Park	3.01	\$526.00	X	2	\$1,052.00
12	78	LA PALOMA PARK	6579 S AMANDA BL	Park	5.17	\$808.00	X	2	\$1,616.00
13	24	LOS ALTOS PARK	406 N LOS ALTOS DR	Park	0.83	\$182.00	X	2	\$364.00
14	31	NOZOMI PARK & AQUATIC CENTER	250 S KYRENE RD	Park	5.02	\$418.00	X	2	\$836.00
15	26	PARK MANORS PARK	395 W ERIE ST	Park	0.22	\$86.00	X	2	\$172.00
16	29	PASEO TRAIL A & MAMMOTH PARK	GALVESTON ST TO CHANDLER BL	Park	3.68	\$501.00	X	2	\$1,002.00
17	39	PASEO TRAIL B	COOPER TO PECOS	Park	3.74	\$387.00	X	2	\$774.00
18	45	PASEO TRAIL C & CANYON OAKS	PECOS RD TO GERMANN RD	Park	12.54	\$1,404.00	X	2	\$2,808.00
19	51	PASEO TRAIL D	GERMANN TO QUEEN CREEK	Park	4.31	\$387.00	X	2	\$774.00
20	58	PASEO TRAIL E (future 1.56 acres)	QUEEN CREEK TO McQUEEN	Park	n/a	n/a	X	n/a	
21	57	PASEO TRAIL F	McQUEEN RD TO OCOTILLO RD	Park	2.27	\$351.00	X	2	\$702.00
22	64	PASEO TRAIL G	OCOTILLO RD TO CHANDLER HEIGHTS	Park	3.62	\$296.00	X	2	\$592.00
23	70	PASEO TRAIL H & PASEO CROSSING	CHANDLER HEIGHTS TO RIGGS AT CANAL	Park	5.93	\$567.00	X	2	\$1,134.00
24	70	PASEO TRAIL H & ROCKWOOD ESTATES	CHANDLER HEIGHTS TO RIGGS AT CANAL	Park	5.05	\$615.00	X	2	\$1,230.00
25	57	PASEO VISTA RECREATION AREA	3850 S McQUEEN RD	Park	30.81	\$2,083.00	X	2	\$4,166.00
26	42	PECOS RANCH PARK	1555 W MAPLEWOOD ST	Park	4.61	\$613.00	X	2	\$1,226.00
27	34	PUEBLO ALTO PARK	3948 W CALLE SEGUNDA	Park	0.17	\$65.00	X	2	\$130.00
28	65	QUAIL HAVEN PARK	4675 S ADAMS AV	Park	6.10	\$1,043.00	X	2	\$2,086.00
29	62	SNEDGAR PARK WEST (ROW)	4500 S BASHA RD	Park	4.49	\$632.00	X	2	\$1,264.00
30	03	SUMMIT POINT PARK	528 W BOXELDER PL	Park	0.25	\$59.00	X	2	\$118.00
31	38	WINN PARK	56 E MORELOS ST	Park	0.22	\$78.00	X	2	\$156.00
#	FMA MAP	NON-PARK NAME	ADDRESS	PARK AREA	LANDSCAPE ACRES	Cost Per Application	X	Applica tion Per Year	Total Annual Cost
32	37	AZ AVE MEDIANS & SIDEWALK	ARIZONA AVE-FRYE RD TO PECOS RD	Non-Park	1.43	\$245.00	X	2	\$490.00
33	63	BASHA RD CANAL	OCOTILLO RD TO SNEDGAR WEST PARK	Non-Park	0.92	\$169.00	X	2	\$338.00
34	34	CHANDLER MUSEUM / MCCULLOUGH-PRICE HOUSE	300 S CHANDLER VILLAGE DR	Non-Park	1.76	\$280.00	X	2	\$560.00
35	37	COMMONWEALTH CANAL	SAN MARCOS PL TO ESSEX ST	Non-Park	0.55	\$102.00	X	2	\$204.00
36	22	DESERT BREEZE BL (ROW)	DESERT BREEZE BL & McCLINTOCK DR	Non-Park	2.94	\$434.00	X	2	\$868.00
37	22	DESERT BREEZE POLICE SUBSTATION	251 N DESERT BREEZE BL W	Non-Park	2.75	\$194.00	X	2	\$388.00
38	45	FIRE STATION 1	1491 E PECOS RD	Non-Park	3.40	\$417.00	X	2	\$834.00
39	71	FIRE STATION 10	5211 S McQUEEN RD	Non-Park	2.37	\$227.00	X	2	\$454.00
40	66	FIRE STATION 11	4200 S GILBERT RD	Non-Park	1.59	\$171.00	X	2	\$342.00
41	16	FIRE STATION 2	1911 N ALMA SCHOOL RD	Non-Park	0.91	\$95.00	X	2	\$190.00
42	35	FIRE STATION 3	275 S ELLIS ST	Non-Park	1.92	\$224.00	X	2	\$448.00
43	21	FIRE STATION 4	295 N KYRENE RD	Non-Park	1.14	\$132.00	X	2	\$264.00
44	55	FIRE STATION 5	1775 W QUEEN CREEK RD	Non-Park	1.33	\$93.00	X	2	\$186.00
45	27	FIRE STATION 6	911 N JACKSON ST	Non-Park	1.06	\$129.00	X	2	\$258.00
46	78	FIRE STATION 7	6200 S GILBERT RD	Non-Park	1.37	\$206.00	X	2	\$412.00
47	37	FIRE STATION 8	711 W FRYE RD	Non-Park	1.63	\$207.00	X	2	\$414.00
48	22	FIRE STATION 9	211 N DESERT BREEZE BL	Non-Park	2.23	\$229.00	X	2	\$458.00
49	35	FIRE SUPPORT FACILITY	163 S PRICE RD	Non-Park	1.09	\$171.00	X	2	\$342.00
50	54	FIRE TRAINING CENTER	3550 S DOBSON RD	Non-Park	6.36	\$373.00	X	2	\$746.00
51	56	HAMILTON AQUATIC CENTER	3838 S ARIZONA AVE	Non-Park	0.48	\$74.00	X	2	\$148.00
52	37	OREGON ST PARKING GARAGE	160 S OREGON ST	Non-Park	0.45	\$137.00	X	2	\$274.00
53	37	OVERSTREET POCKET PARK	NVC OREGON ST & BUFFALO ST	Non-Park	0.05	\$55.00	X	2	\$110.00
54	54	PUBLIC SAFETY ACADEMY	3670 S DOBSON RD	Non-Park	2.56	\$138.00	X	2	\$276.00
55	27	SUMMERSSET (ROW)	VARIOUS LOCATIONS (see FMA map)	Non-Park	2.71	\$683.00	X	2	\$1,366.00
56	28	TRADITIONS EAST & WEST (ROW)	N SIDE OF E THATCHER BL	Non-Park	4.11	\$645.00	X	2	\$1,290.00

**EXHIBIT H – EXTRA WORK RATES
(With prior written authorization from CITY)**

MAINTENANCE ACTIVITY		RATES per HOUR,ETC.
Power Washing park facilities/amenities (including spray equipment)		\$ 55.00/Hr.
Bobcat (skid-steer) with Operator		\$ 75.00/Hr.
Labor for weed control – non turf (per acre/including materials)		\$ 195.00/acre
Certified Arborist / Tree Worker		\$ 75.00/Hr.
Fertilization		\$ 240.00/acre
Skilled Labor		\$ 42.50/Hr.
Ballfield Prep – Extra Work (wet, drag, chalk, fill holes & wet)		\$ 355.00/ea.
General Labor		\$ 32.50 /Hr.
Sprinkler Technician		\$ 40.00/Hr.
Irrigation Repairs		\$ 40.00/Hr.
Turf Mowing / Edge Trimming		\$ 73.00/acre
Landscape Trimming (extra work)		\$ 38.00/Hr.
Pest Control (rodents and insects)		\$ 45.00/Hr.
Landscape tractor with operator (blade/rake/gannon, etc.)		\$ 75.00/Hr.
Brush Hog mowing		\$ 85.00/Hr.
Backhoe with operator		\$ 85.00/Hr.
Palm Tree Trimming with one (1) year growth	Mexican Fan Palm	\$ 45.00/tree
	Date Palm	\$ 65.00/tree
	Queen Palm	\$ 40.00/tree

Description	Quantity	Monthly Price per technician	Annual Price per technician
Maintenance Technician in accordance with specifications	3	\$6,860	\$246,960

****NOTE – NO FUEL SUR-CHARGES WILL BE ACCEPTED ON ANY PORTION OF THE RESULTING CONTRACT.**

The City currently has a mowing/trimming contract which expires 8/31/20. The contract includes an estimated 500 acres. At its option, when the current contract expires, the City may ask the contractor to include any portion of these estimated 500 plus acres as part of their regular services at the per acre price submitted. Contractor shall include a paragraph stating if they are equipped to specified provide mowing services and what equipment they intend to use.

EXHIBIT I – PARK FEATURES

#	Park Facilities	Address	Baseball	Softball	Multi-use	Bean Bag Toss	Basketball	Volleyball	Horseshoes	Multi-use Courts	Mutt Mtt Dispenser	Playgrounds	Ramadas	BBQ Grills	Bike Rack	Archery Range	Park Name Monument	Park Rules Sign	Small Info Signs	Flag Pole	Aluminum Bleachers	Soccer/Football/Multi Goal Post	Scoreboards	Picnic Tables	Park Benches	Trash Cans	Water Fountain
1	Arbuckle	1100 S. Norman Way			1	1				1	4	2	1	2	1		2	2						4	14	12	1
2	Ashley Trail	629 N. Tower Ave									4							5	5					0	0	4	
3	Blue Heron	1399 W. Lake Dr										2	2	2				1	2	1				4	9	11	1
4	Boys & Girls Club	300 E. Chandler Blvd	1		1						1							2				2	1	1	2	6	
5	Desert Oasis	1400 W. Summit Place -85224						1				1	1	1			1	1	1					2	4	1	
6	East Well Mini	605 E. Ene St										1	1											1	1	2	
7	Folley	601 E. Frye Rd		4			2				4	2	9	9	1		2	5	30		5		2	45	23	51	3
8	Fox Crossing	3572 S. Sandpiper Dr					1	1			2	2	1	1			1	3	1					3	6	7	1
9	Harris	150 E. Elgin St				1	1				2			1				1						4	9	4	1
10	Jackrabbit	1750 E. Thatcher Blvd									2	1	1				1	2	1					2	5	7	
11	La Paloma	6579 S. Amanda Dr				1		2	1	3	1	1	1	1		1	4	1					6	0	10	1	
12	Los Altos	406 N. Los Altos Dr									1	1	1	1			1	1						2	6	2	
13	Nozomi	250 S. Kyrone Rd	3		1		1			8	1	3	3	3		1	3	53	2	7			3	9	19	40	4
14	Park Manors	395 W. Ene St										1	1	1			1	1						2	3	2	1
15	Paseo Trails	Along the Consolidated Canal									6		1					25	25					1	28	30	
16	Paseo Vista Rec Area	3850 S. McQueen Rd									17	2	1	4	1	4	1	2	13	65				19	37	99	6
17	Pecos Rancho	1555 W. Maplewood St				1			1	6	1	1	1	1		1	5	3						5	7	15	1
18																											
19	Pueblo Alto	3948 W. Calle Segunda St				1						1	1	1				1	1					1	3	1	1
20	Quail Haven	4675 S. Adams Ave				1	1		1	3	1	1	2	3		1	2	1						0	6	5	2
21	Summit Point	528 W. Boxelder Pl								1	1						1	1						2	4	1	
22	Winn	56 E. Morelos St				1						1												0	0	2	

EXHIBIT K - INSPECTION FORMS and REPORTS (CONTRACTOR)



**City of Chandler
Community Services Department
Park Operations Division
Landscape Contract Weekly Report**



Date:

PARK PROPERTY	DAYS SERVICED	EXTRA SERVICE	TRASH +	SPRAY TECH ONSITE	COMMENTS
Arbuckle					
Ashley Trail					
Blue Heron					
Boys & Girls Club					
East Well Mini					
Folley					
Fox Crossing					
Jackrabbit					
La Paloma					
Los Altos					
N.J. Harris					
Nozomi Aquatic/ Dog Park					
Park Manors					
Paseo Vista Rec Area					
Paseo Trail					
Pecos Ranch					
Pima					
Pueblo Alto					
Quail Haven					
Summit Point					
Mammoth Park (Paseo Trail)					
Winn					
Canyon Oaks (Paseo Trail)					
Rockwood Estates (Paseo Trail)					
Paseo Crossing (Paseo Trail)					
NON-PARK PROPERTY	DAYS SERVICED	EXTRA SERVICE	TRASH +	SPRAY TECH ONSITE	COMMENTS
Arizona Ave					
Fire Station 1					
Fire Station 2					
Fire Station 3					
Fire Station 4					
Fire Station 5					
Fire Station 6					
Fire Station 7					
Fire Station 8					
Fire Station 9					
Fire Station 10					

INSPECTION FORMS and REPORTS (CONTRACTOR) – cont.



City of Chandler
Community Services Department
Park Operations Division
Landscape Contract Weekly Report



Fire Station 11					
Fire Support Facility					
Public Safety Training Facility					
Desert Breeze Police Substation					
Snedigar Sportsplex R.O.W.					
Summerset R.O.W.					
Traditions R.O.W.					
Desert Oasis Aquatic Center					
Hamilton Aquatic Center					
Chandler Museum					
Desert Breeze R.O.W.					
Commonwealth Canal					
Over Street Pocket Park					
Oregon St. Parking Garage					
Basha Road Canal/R.O.W.					



High Frequency Playground Inspection (Bi-Weekly)



PLAYGROUND:		INSPECTED BY:	
		DATE AND TIME INSPECTED:	
<p>Instructions: Use this form to complete a visual inspection of the playground. Note any broken or damaged playground equipment in the comments section below. Engineered Wood Fiber safety surfacing needs to be leveled (raked) to fill in low spots especially under swings and slide exit regions. Unitary surfaces, such as poured-in-place rubber surfacing, needs to be blown free of debris.</p>			

Walk-through Visual Check/ Routine Maintenance/ Cleaning Tasks

GENERAL AREA	OK	Maintenance or Repair Required Y/N	IF Maintenance or Repair is Required, EXPLAIN WITH SPECIFICS* Description of the item	CORRECTIVE ACTION	
				IDENTIFY	DATE Notified
Area free of all trash, broken glass, weeds, and storm remnants.					
All walkways/trails are free from trip hazards.					
Playground is free from hazards created by vandalism or user modifications.					
Playground benches are damage-free.					
Playground is overhead hazard free.					
Playground is insect, bee, wasp, ant, mold, weed, and grass free.					
PROTECTIVE SURFACING					
Surfaces are free from all debris and foreign materials.					
Loose fill surfaces are at the correct levels, particularly under swings and slide exits.					
Loose fill surfaces are raked to proper depths, and are not compacted.					
All rubber safety surfaces or artificial turf surfaces are intact and free from trip hazards.					
There are no exposed footings or concrete areas.					
PLAYGROUND EQUIPMENT					
There are no damaged, loose, vandalized, or missing parts.					
Equipment is not bent and is stable.					
Equipment free from sharp points, corners or edges.					
There are no user modifications (If found remove immediately).					
All moving parts, like swing seats and chains, are in good working order.					
The playground is free from hazards on the equipment such as sharps, glass, or any other hazard.					
Belt and Bucket swings have no sharp metal near pivot points.					
Chains are not worn and rusted throughout.					

OTHER (PLEASE SPECIFY):

Codes	✓ = Okay	M = Maintenance	R = Repair Required	O = Outstanding	P = Parts Needed	X = Corrected
--------------	----------	-----------------	---------------------	-----------------	------------------	---------------

Inspection Comments:

This form shall be completed by the Contractor assigned to playground inspections. Contractor shall review, sign and take necessary actions in order to correct unacceptable playground conditions or damage. Major playground deficiencies and required modifications will be completed by the City staff. After completion, this form shall be turned into the Contract Administrator/Designee for review.

Reviewed By: _____ Date: _____

*Additional Comments are available on back of sheet



High Frequency Playground Inspection (Bi-Weekly)



Codes

The following codes are used to indicate the present condition of the equipment

Code	Explanation
✓ = Okay	A check mark indicates that the component has been checked and that the conditions are satisfactory.
M = Maintenance	An "M" indicates that the condition was corrected during the inspection. Examples would be tightening hardware or removing of debris.
R = Repair Required	An "R" indicates that repairs cannot be readily completed during the daily inspection and follow up repairs will be necessary by the Playground Team. If the condition could present a hazard to users, the Playground Safety Inspector shall be notified immediately and the equipment shall be taken out of service until the repairs can be made. When the repairs have been made, indicate so by marking an "X" for completed maintenance.
O = Outstanding	An "O" indicates that a serious hazard may be present requiring additional action or that the daily inspector wants or needs a second opinion. If the condition could present a hazard to users, the Playground Safety Inspector shall be notified immediately and the equipment shall be taken out of service until the repairs can be made. When the repairs have been made, indicate so by marking an "X" for completed maintenance. Examples: ** The Daily inspector may not have the authority to order the removal of a piece of equipment. ** The Daily inspector may be unsure of the existence of a protrusion or entanglement hazard and needs to consult with the Playground Safety Inspector. ** The structural integrity of a piece of equipment is in question and the structural engineer must be consulted.
P = Parts Needed	A "P" indicates that replacement parts are required and need to be ordered and installed. To have parts ordered contact the Playground Safety Inspector. If the condition could present a hazard to users, the Playground Safety Inspector shall be notified immediately and the equipment shall be taken out of service until the repairs can be made. When the repairs have been made, indicate so by marking an "X" for completed maintenance.
X = Corrected	An "X" indicates that all necessary work and actions have been taken to repair, replace or remove and unacceptable condition. Make certain that the date of correction is written beside the "X".
<p>Note: This is a high frequency report and designed as a visual assessment of the play area, play equipment, and play surfacing. Frequently used playgrounds may require a more detailed report by a staff member experienced in repair and playground inspection. Always consult manufacturer's maintenance instructions for inspection schedules and replacement parts. "Maintenance schedules should be developed based upon actual or anticipated playground use" (CPSC). Retain all inspection reports to assist in developing comprehensive maintenance programs, inspection schedules, and for future planning.</p>	

ADDITIONAL COMMENTS:

EXHIBIT L - LOCATIONS and MAPS

#	FMA	PARK & NON-PARK NAME	ADDRESS
1	2	DESERT OASIS PARK & AQUATIC CENTER	1400 W SUMMIT PL
2	3	SUMMIT POINT PARK	528 W BOXELDER PL
3	16	FIRE STATION 2	1911 N ALMA SCHOOL RD
4	21	FIRE STATION 4	295 N KYRENE RD
5	22	DESERT BREEZE BL (ROW)	DESERT BREEZE BL & McCLINTOCK DR
6	22	DESERT BREEZE POLICE SUBSTATION	251 N DESERT BREEZE BL W
7	22	FIRE STATION 9	211 N DESERT BREEZE BL
8	24	LOS ALTOS PARK	406 N LOS ALTOS DR
9	26	PARK MANORS PARK	395 W ERIE ST
10	27	BOYS & GIRLS CLUB	300 E CHANDLER BL
11	27	EAST MINI PARK	605 E ERIE ST
12	27	FIRE STATION 6	911 N JACKSON ST
13	27	SUMMERSET (ROW)	VARIOUS LOCATIONS
14	28	ASHLEY TRAIL	629 N TOWER AV
15	28	JACKRABBIT PARK	1750 E THATCHER BL
16	28	TRADITIONS EAST & WEST (ROW)	N SIDE OF E THATCHER BL
17	29	PASEO TRAIL A & MAMMOTH PARK	GALVESTON ST TO CHANDLER BL
18	31	NOZOMI PARK & AQUATIC CENTER	250 S KYRENE RD
19	34	CHANDLER MUSEUM / MCCULLOUGH-PRICE HOUSE	300 S CHANDLER VILLAGE DR
20	34	PUEBLO ALTO PARK	3948 W CALLE SEGUNDA
21	35	FIRE STATION 3	275 S ELLIS ST
22	35	FIRE SUPPORT FACILITY	163 S PRICE RD
23	37	AZ AVE MEDIANS & SIDEWALK	ARIZONA AVE-FRYE RD TO PECOS RD
24	37	COMMONWEALTH CANAL	SAN MARCOS PL TO ESSEX ST
25	37	FIRE STATION 8	711 W FRYE RD
26	37	OREGON ST PARKING GARAGE	160 S OREGON ST
27	37	OVERSTREET POCKET PARK	NWC OREGON ST & BUFFALO ST
28	38	FOLLEY PARK & AQUATIC CENTER - (Landscape Only)	601 E FRYE RD
29	38	FOLLEY PARK & AQUATIC CENTER - (Landscape Mowing Only)	601 E FRYE RD
30	38	HARRIS PARK	150 E ELGIN ST
31	38	WINN PARK	56 E MORELOS ST
32	39	PASEO TRAIL B	COOPER TO PECOS
33	42	PECOS RANCH PARK	1555 W MAPLEWOOD ST
34	45	FIRE STATION 1	1491 E PECOS RD
35	45	PASEO TRAIL C & CANYON OAKS	PECOS RD TO GERMANN RD
36	46	ARBUCKLE PARK	1100 S NORMAN WAY
37	51	PASEO TRAIL D	GERMANN TO QUEEN CREEK
38	54	FIRE TRAINING CENTER	3550 S DOBSON RD
39	54	PUBLIC SAFETY ACADEMY	3670 S DOBSON RD
40	55	FIRE STATION 5	1775 W QUEEN CREEK RD
41	56	FOX CROSSING PARK	3572 S SANDPIPER DR
42	56	HAMILTON AQUATIC CENTER	3838 S ARIZONA AVE
43	57	PASEO TRAIL F	McQUEEN RD TO OCOTILLO RD
44	57	PASEO VISTA RECREATION AREA	3850 S McQUEEN RD
45	58	PASEO TRAIL E (future)	QUEEN CREEK TO McQUEEN
46	62	BLUE HERON PARK	1399 W LAKE DR
47	62	SNEDIGAR PARK WEST (ROW)	4500 S BASHA RD
48	63	BASHA RD CANAL	OCOTILLO RD TO SNEDIGAR WEST PARK
49	64	PASEO TRAIL G	OCOTILLO RD TO CHANDLER HEIGHTS
50	65	QUAIL HAVEN PARK	4675 S ADAMS AV
51	66	FIRE STATION 11	4200 S GILBERT RD
52	70	PASEO TRAIL H & PASEO CROSSING	CHANDLER HEIGHTS TO RIGGS AT CANAL
53	70	PASEO TRAIL H & ROCKWOOD ESTATES	CHANDLER HEIGHTS TO RIGGS AT CANAL
54	71	FIRE STATION 10	5211 S McQUEEN RD
55	78	FIRE STATION 7	6200 S GILBERT RD
56	78	LA PALOMA PARK	6579 S AMANDA BL

**EXHIBIT M TO AGREEMENT
INSURANCE**

INSURANCE

General.

- A. At the same time as execution of this Agreement, the Contractor shall furnish the City a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to City. Provided, however, the A.M. Best rating requirement shall not be deemed to apply to required Workers' Compensation coverage.
- B. The Contractor and any of its subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.
- C. The insurance requirements set forth below are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.
- D. The City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect Contractor from liabilities that might arise out of the performance of the Agreement services under this Agreement by Contractor, its agents, representatives, employees, subcontractors, and the Contractor is free to purchase any additional insurance as may be determined necessary.
- E. Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve the Contractor from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement.
- F. Use of Subcontractors: If any work is subcontracted in any way, the Contractor shall execute a written contract with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of the Contractor in this Agreement. The Contractor is responsible for executing the Agreement with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.

Minimum Scope and Limits of Insurance. The Contractor shall provide coverage with limits of liability not less than those stated below.

- A. *Commercial General Liability-Occurrence Form.* Contractor must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 aggregate. Said insurance must also include coverage for products and completed operations, independent contractors, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying insurance.
- B. *Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles Vehicle Liability.* Contractor must maintain Business/Automobile Liability insurance with a limit of \$1,000,000 each accident on Contractor owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Agreement. If any Excess or Umbrella insurance is utilized to fulfill the requirements of this paragraph, the Excess or Umbrella insurance must be "follow form" equal or broader in coverage scope than underlying insurance.
- C. *Workers Compensation and Employers Liability Insurance:* Contractor must maintain Workers

Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor employees engaged in the performance of work or services under this Agreement and must also maintain Employers' Liability insurance of not less than \$1,000,000 for each accident and \$1,000,000 disease for each employee.

Additional Policy Provisions Required.

- A. *Self-Insured Retentions or Deductibles.* Any self-insured retentions and deductibles must be declared and approved by the City. If not approved, the City may require that the insurer reduce or eliminate any deductible or self-insured retentions with respect to the City, its officers, officials, agents, employees, and volunteers.
1. The Contractor's insurance must contain broad form contractual liability coverage.
 2. The Contractor's insurance coverage must be primary insurance with respect to the City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, agents, and employees shall be in excess of the coverage provided by the Contractor and must not contribute to it.
 3. The Contractor's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 4. Coverage provided by the Contractor must not be limited to the liability assumed under the indemnification provisions of this Agreement.
 5. The policies must contain a severability of interest clause and waiver of subrogation against the City, its officers, officials, agents, and employees, for losses arising from Work performed by the Contractor for the City.
 6. The Contractor, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of 3 years following completion and acceptance of the Work. The Contractor must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this 3 year period containing all the Agreement insurance requirements, including naming the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.
 7. If a Certificate of Insurance is submitted as verification of coverage, the City will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement.
- B. *Insurance Cancellation During Term of Contract/Agreement.*
1. If any of the required policies expire during the life of this Contract/Agreement, the Contractor must forward renewal or replacement Certificates to the City within 10 days after the renewal date containing all the required insurance provisions.
 2. Each insurance policy required by the insurance provisions of this Contract/Agreement shall provide the required coverage and shall not be suspended, voided or canceled except after 30 days prior written notice has been given to the City, except when cancellation is for non-payment of premium, then 10 days prior notice may be given. Such notice shall be sent directly to Chandler Law-Risk Management Department, Post Office Box 4008, Mailstop 628, Chandler, Arizona 85225. If any insurance company refuses to provide the required notice, the Contractor or its insurance broker shall notify the City of any cancellation, suspension, non-renewal of any insurance within 7 days of receipt of insurers' notification to that effect.

- A. *City as Additional Insured.* The policies are to contain, or be endorsed to contain, the following provisions:
1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: The City, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, the Contractor including the City's general supervision of the Contractor; Products and Completed operations of the Contractor; and automobiles owned, leased, hired, or borrowed by the Contractor.
 2. The City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Agreement.

EXHIBIT N SPECIAL CONDITIONS

WORK IN CITY RIGHT-OF-WAY

Work within the City's Right-of-Way. All work performed within the City's Right-of-Way by the Contractor and his/her subcontractors must comply with the City of Chandler requirements.

ACCESS TO SECURED FACILITIES

Contract Worker Access Controls, Badge and Key Access Requirements. A Contract Worker shall not be allowed to begin work in any City facility without: (A) The prior completion and the City's acceptance of the required background screening; and (B) when required, the Contract Worker's receipt of a City issued badge. A badge will be issued to a Contract Worker solely for access to the City facility(s) to which the Contract Worker is assigned. Each Contract Worker who enters a City facility must use the badge issued to the Contract Worker. Any and all fees associated with security badging will be assessed in compliance with Chandler City Code §4-22.

Key Access Procedures. If the Contract Worker's services require keyed access to enter a City facility(s), a separate key issue/return form must be completed and submitted by Contractor for each key issued.

Stolen or Lost Badges or Keys. Contractor shall report lost or stolen badges or keys to the City immediately. A new badge application or key issue form shall be completed and submitted along with payment of the applicable fees prior to issuance of a new badge or key.

Return of Badges or Keys. All badges and keys are the property of the City and must be returned to the City within 1 business day of when the Contract Worker's access to a City facility is no longer required to furnish the services under this Agreement. Contractor shall collect a Contract Worker's badge and key(s) upon the termination of the Contract Worker's employment; when the Contract Worker's services are no longer required at the particular City facility(s); or upon termination, cancellation or expiration of this Agreement.

Contractor's default under this Section shall include, but is not limited to the following: (1) Contract Worker gains access to a City facility(s) without the proper badge or key; (2) Contract Worker uses a badge or key of another to gain access to a City facility; (3) Contract Worker commences services under this Agreement without the proper badge, key or Background Screening; (4) Contract Worker or Contractor submits false information or negligently submits wrong information to the City to obtain a badge, key or applicable Background Screening; or (5) Contractor fails to collect and timely return Contract Worker's badge or key upon termination of Contract Worker's employment, reassignment of Contract Worker to another City facility or upon the expiration, cancellation or termination of this Agreement. Contractor acknowledges and agrees that the access control, badge and key requirements in this Section are necessary to preserve and protect public health, safety and welfare. Accordingly, Contractor agrees to properly cure any default under this Section within 3 business days from the date notice of default is sent by the City. The parties agree that Contractor's failure to properly cure any default under this Section shall constitute a breach of this Section. In addition to any other remedy available to the City at law or in equity, Contractor shall be liable for and shall pay to the City the sum of \$1,000.00 for each breach by Contractor of this Section. The parties further agree that the sum fixed above is reasonable and approximates the actual or anticipated loss to the City at the time and making of this Agreement in the event that Contractor breaches this Section. Further, the parties expressly acknowledge and agree to the fixed sum set forth above because of the difficulty of proving the City's actual damages in the event that Contractor breaches this Section. The parties further agree that 3 breaches by Contractor of this Section arising out of any default within a consecutive period of 3 months or 3 breaches by Contractor of this Section arising out of the same default within a period of 12 consecutive months shall constitute a material breach of this Agreement by Contractor and the City expressly reserves all of its rights, remedies and interests under this Agreement, at law and in equity including, but not limited to, termination of this Agreement.

Contractor and Subcontractor Worker Background Screening. Contract Worker Background Screening. Contractor agrees that all contract workers and subcontractors (collectively Contract Worker(s)) that Contractor furnishes to the City pursuant to this Agreement shall be subject to background and security checks and screening (collectively Background Screening) at Contractor's sole cost and expense as set forth in this Section. The Background Screening provided by Contractor shall comply with all applicable laws, rules and regulations. Contractor further agrees that the Background Screening required in this Section is necessary to preserve and protect public health, safety and welfare. The Background Screening requirements set forth in this Section are the minimum requirements for this Agreement. The City in no way warrants that these minimum requirements are sufficient to protect Contractor from any liabilities that may arise out of Contractor's services under this Agreement or Contractor's failure to comply with this Section. Therefore, in addition to the specific measures set forth below, Contractor and its Contract Workers shall take such other reasonable, prudent and necessary measures to further preserve and protect public health, safety and welfare when providing services under this Agreement.

Background Screening Requirements and Criteria. Contractor agrees that it will verify legal Arizona worker status as required by Arizona Revised Statutes (A.R.S.) §41-4401. Contractor further agrees that it will conduct a background check for real identity/legal name on all Contract Workers prior to proposing the Contract Worker to the City.

Additional City Rights Regarding Security Inquiries. In addition to the foregoing, the City reserves the right but not the obligations to: (1) have a Contract Worker be required to provide fingerprints and execute such other documentation as may be necessary to obtain criminal justice information pursuant to A.R.S. § 41-1750(G) (4) or Chandler City Code § 4-22; (2) act on newly acquired information whether or not such information should have been previously discovered; (3) unilaterally change its standards and criteria relative to the acceptability of Contract Workers; and (4) object, at any time and for any reason, to a Contract Worker performing work (including supervision and oversight) under this Contract.

Contractor Certification. By executing this Agreement, Contractor certifies and warrants that Contractor has read the Background Screening requirements and criteria in this Section, understands them and that all Background Screening information furnished to the City is accurate and current. Also, by executing this Agreement, Contractor further certifies and warrants that Contractor has satisfied all such Background Screening requirements as required. A Contract Worker rejected for work under this Agreement shall not be proposed to perform work under other City contracts or engagements without the City's prior written approval.

Terms of This Section Applicable to all of Contractor's Contracts and Subcontracts. Contractor shall include the terms of this Section for Contract Worker Background Screening in all contracts and subcontracts for services furnished under this Agreement including, but not limited to, supervision and oversight services.

Materiality of Background Screening Requirements: Indemnity. The Background Screening requirements of this Section are material to the City's entry into this Agreement and any breach of this Section by Contractor shall be deemed a material breach of this Agreement. In addition to the indemnity provisions set forth in Section 5.5, Indemnification, Contractor shall defend, indemnify and hold harmless the City for any and all Claims arising out of this Background Screening Section including, but not limited to, the disqualification of a Contract Worker by Contractor or the City for failure to satisfy this Section.

Continuing Duty: Audit. Contractor's obligations and requirements that Contract Workers satisfy this Background Screening Section shall continue throughout the entire term of this Agreement. Contractor shall notify the City immediately of any change to a Background Screening of a Contract Worker previously approved by the City. Contractor shall maintain all records and documents related to all Background Screenings and the City reserves the right to audit Contractor's compliance with this Section pursuant to Section 5.1, Records/Audit.