



City Clerk Document No. _____

City Council Meeting Date: December 9, 2021

**CITY OF CHANDLER SERVICES AGREEMENT
PUBLIC WORKS LANDSCAPE SERVICES
CITY OF CHANDLER AGREEMENT NO. PW2-988-4407**

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Artistic Land Management, Inc., An Arizona Corporation (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____, 2021 (Effective Date).

RECITALS

A. City proposes to provide 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 Exhibit B, 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 January 1, 2022, and ends on December 31, 2022, 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 Exhibit B for performance of the services approved and accepted by the City under this Agreement must not exceed \$927,500. 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 IV 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 (Indemnatee) 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 Indemnatee from and against any and all Claims, except those arising solely from Indemnatee'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 Indemnatee 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 C 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 Exhibit C 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: Richard Gonzales
 Title: Landscape Compliance Coordinator
 Address: 1475 E. Pecos Rd.
Chandler, AZ 85225
 Phone: 602-885-5035
 Email: richard.gonzales@chandleraz.gov

For the Contractor

Name: Jose Hernandez
 Title: President
 Address: P.O. Box 2320
Chandler, AZ 85244
 Phone: 480-821-4966
 Email: jose@alminc.net

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 ten 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 Laws. Contractor understands, acknowledges, and agrees to comply with the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. All services performed by Contractor must also comply with all applicable City of Chandler codes, ordinances, and requirements. Contractor agrees to permit the City to verify Contractor's 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 seven business days prior to commencement of the services by the Contractor for a third party, or seven 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 or termination of services under this Agreement, 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 Delivery. All prices are F.O.B. Destination and include all delivery and unloading at the specified destinations. The Contractor will retain title and control of all goods until they are delivered and accepted by the City. All risk of transportation and all related charges will be the responsibility of the Contractor. All claims for visible or concealed damage will be filed by the Contractor. The City will notify the Contractor promptly of any damaged goods and will assist the Contractor in arranging for inspection.

5.35 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.

5.36 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.

5.37 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.

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

Exhibit A - Project Description/Scope of Services

Exhibit E - Maps

Exhibit B - Compensation and Fees

Exhibit C - Insurance Requirements

Exhibit D - Special Conditions

5.39 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 D, which is attached to and made a part of this Agreement.

5.40 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 five 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.

5.41 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.

5.42 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.

5.43 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 two-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.

5.44 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.

5.45 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.

5.46 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: _____

Its: Mayor

FOR THE CONTRACTOR

By: Jose Hernandez

president
Its: _____

APPROVED AS TO FORM:

By: _____
City Attorney *mmj*

ATTEST:

By: _____
City Clerk

EXHIBIT A TO AGREEMENT SCOPE OF SERVICES

SECTION I – INTRODUCTION/GENERAL

Contractor will 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.

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.

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.

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. 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, 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.

Contractor shall have been conducting business within the Phoenix Metropolitan area for a MINIMUM of two (2) consecutive years. Offeror's/Bidder's place of business **MUST** be physically located in the Phoenix, Arizona metropolitan area.

Landscape staff shall have a minimum of 2-3 years of proven experience providing similar services. Contractor will provide 3 references to contract administrator so that experience can be verified.

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 be responsible for identifying which locations utilize reclaimed water and 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 contract on Exhibit E attached.

- 1.1 **Site Inspection:** Bidders will have the opportunity to visit sites listed on the following dates **October 6th and 7th from 8:00 AM to 1:00 PM.** This is an opportunity to view sites only, **questions regarding specifications must be sent to the procurement officer** listed on page one of this solicitation. Any verbal "changes" made on site will only be valid if issued

in the form of an addendum. This will be the only opportunity for bidders to visit sites as most require access, bidders are encouraged to visit sites.

- 1.2 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 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.

- 1.3 Acceptance.** All work specified shall be completed under the direction of and to the satisfaction of the designee responsible for the Area specified.

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

- 1.5 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 removed 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 Mayor and City Council/City Manager. Charges for areas added shall be priced comparably to similar areas.

- 1.6 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 C, 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 rate listed on price page 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.

1.7 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.

1.8 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. Performance Requirements Summary Report: 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 Performance Requirement Summary Report 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.

1.9 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.

- 1.10 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

- 1.11 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 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 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

1.12 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 Eve Night
2. New Year's Day – January 1
3. Martin Luther King Day – Third Monday in January
4. President's Day – Third Monday in February
5. Memorial Day – Last Monday in May
6. Independence Day – July 4
7. Labor Day – First Monday in September
8. Veteran's Day – November 11
9. Thanksgiving Holiday – Fourth Thursday and the following Friday in November
10. Christmas Eve from 12:00 Noon – December 24
11. 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.

2. CONTRACTOR COMMUNICATIONS / EMPLOYEES:

2.1 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.

- 2.2 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, irrigation technician 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.

Field Supervisor shall have a minimum of five years proven experience supervising landscape crews. 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. Contractor shall notify Contract Administrator/designee of changes to Field Supervisor personnel within 24 hours. In the event of a change in personnel during the course of the contract, position shall be filled within two weeks unless otherwise agreed upon with Contract Administrator/designee.

- 2.3 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 with Contract Administrator/designee approval.

- a. 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.
- b. If key personnel are not available for work under this contract for a continuous

period exceeding fourteen (14) 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.

2.4 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: quantity of landscape crews, how many employees per crew, vehicles assigned to each crew, 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.

2.4.1 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.

2.4.2 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.

2.4.3 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.

CONTRACTOR shall require complete extensive background investigation of any CONTRACTOR employee before beginning work and/or entering a City of Chandler facility. All background investigations shall be conducted at CONTRACTOR's expense, and shall include, but may not be limited to, background checks and criminal history checks.

3. 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 E (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.

3.1 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. 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. CONDITION OF MAINTENANCE AREAS AT BEGINNING 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, who's 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.

6. CONDITION OF MAINTENANCE AREAS AT END OF CONTRACT: 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 TWO TECHNICAL SPECIFICATIONS FOR ALL SITES

1. SPECIALIZED HORTICULTURAL MAINTENANCE SCHEDULING AND NOTIFICATION.

CONTRACTOR shall notify the Contract Administrator/designee, in writing, at least two (2) weeks prior to the date of all Specialized Horticultural Maintenance operations including the following. Failure to notify the Contract Administrator/designee in writing of Specialized Horticultural Maintenance Schedules shall be considered breach of Agreement in accordance with this document.

- a. Chemical Pest Control
- b. Other items as determined by the Contract Administrator/designee

2. STANDARDS: 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 Plant Material (Trees, Shrubs, Lawns, Cacti, Groundcover). CONTRACTOR shall be responsible for damage to or destruction of trees, shrubs, lawns 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 Price Schedule.

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:

- (1) Area/Location
- (2) Date actually removed
- (3) Type of tree removed
- (4) Approximate height and diameter
- (5) 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 and Insect Control 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 stump grind as required.

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/rain and monsoon 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.

CONTRACTOR shall prune all trees by approved method to keep tree branches out of street right-of-way, for 13' 6" high vertical clearance on major streets and off sidewalk 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 for all sites and right of ways.

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 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 Municipal Utilities Tree and 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 2(a) of 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 City ROW and Municipal Utilities 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.

3. **PEST AND INSECT CONTROL.** 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. MSDS shall be with CONTRACTOR's personnel at all times. CONTRACTOR shall maintain a chemical spray log shall be kept indicating all spraying done during the term of this Agreement.

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.

4. **CLEANING.** 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. 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).

Sidewalks: All sidewalks within landscape areas to be cleaned by mechanically blowing off debris according to the following schedule:

Raking: Shall include the raking of debris and trash from all granite areas on a weekly basis or as otherwise designated. Debris includes: trash, dead plant material, dog waste, etc. to be performed at each location at each visit.

5. **WEED CONTROL.** 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 the responsibility of CONTRACTOR to maintain the areas with herbicide and manual labor as needed. Two (2) complete applications of Resolute 65WG Herbicide, or City approved alternate, applied at a rate of 4 quarts per acre to all sites. Application of Resolute 65WG Herbicide will occur between February 15th - March 15th, and again between October 15th- November 15th. Additional applications of pre-emergent and watering with a water truck will be as needed at CONTRACTOR's expense. Contractor shall use blue dye when performing pre and post spraying for weed control.

A minimum of two (2) applications of post emergent Roundup at a volume of 2% will be used for weed control for all sites. Weeds that exceed 2" in height may be required to be manually removed. All dead weeds shall be removed or raked out.

All turf areas shall be treated for weed control in the winter. One application for broadleaf weed control and any additional applications applied at CONTRACTOR's expense.

Any additional herbicide needed, other than the 4 applications of pre-emergent and post-emergent herbicide, CONTRACTOR shall be required to purchase additional applications at their own expense.

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 a 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. Resolute 65WG Herbicide will be used as the pre-emergent. 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.

5.1 Pre-Emergent Herbicide Application, Blue Dye

Apply Gallery herbicide to all non-turf and open areas per label instruction: one Summer application (July 15 – August 15) and one Winter application (February 15 - March 15). Before application, areas must be free from weeds. Pre-Emergent must be sprayed at all sites within this time frame. Schedule of Gallery herbicide applications must be submitted to the Contract Administrator/designee at least five (5) working days prior to application. Failure to submit schedule as prescribed may be grounds for termination of contract. Contractor shall include blue dye in application.

5.2 Post-Emergent Weed Control - Non-Turf Areas-Blue Dye

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). Contractor shall include blue dye in application.

Summer - Weeds to be controlled by the use of Cheetah Pro Herbicide or approved alternate per label instructions.

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

6. **AERATION.** Aeration of all turf areas will be accomplished in April 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.
7. **MOWING.** Bermuda grass shall be mowed weekly during active growing season and as required during the winter months. The Contract Administrator/designee will regulate the frequency of the mowing. Turf shall be mowed and edged to not less than 1" in height and no more than 3" in height, starting short in the spring and progressively mowing higher during the summer to the fall. The height of cutting to be maintained consistently to insure against mower burns or gouging. Grass clippings will be dispersed evenly over the turf or removed if large piles remain. Turf will be edged and trimmed as necessary to maintain a neat appearance. Note: Winter months will be considered from November 1 to April 1.

Contractor shall provide mowing services year round/as needed.

8. **IRRIGATION MAINTENANCE.** 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 the following information for plant replacement and recovery, and an inventory of all irrigation systems to ensure they are working properly.

The City will pay for or provide the following parts for repair of the sprinkler systems: Controllers, electric valves, vacuum breakers, turf spray heads. All other parts shall be supplied by CONTRACTOR. All of the broken or defective parts being replaced by CITY must be returned to Contract Administrator/designee.

If sprinkler equipment presently in service malfunctions but is repairable, it shall be CONTRACTOR's responsibility to supply the labor to repair all such equipment at no additional cost to CITY. If timer malfunctions and cannot be repaired in the field CONTRACTOR shall notify Contract Administrator/designee to determine the best course of action. If sprinkler equipment malfunctions and creates erosion to landscape areas,

Contractor shall be responsible for returning the site to its original appearance at no additional cost to the City.

All new equipment installed shall have prior written approval from Contract Administrator/designee. Equipment removed shall be marked for identification and returned to the City along with all excess parts. Installation or replacement equipment, whether new or rebuilt, shall be considered routine work.

Payment for sprinkler maintenance shall be part of the monthly cost for each area as stated herein. Special repairs or watering shall be paid for at the price agreed upon by extra work authorization. Contractor shall be responsible for all costs related to replacing pvc pipe and all necessary fittings.

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.

For efficient use of water, the guidelines below should be followed, unless the CONTRACTOR can justify deviation from the guidelines to the Contract Administrator/designee's satisfaction:

1. Adjustment must be made to maintain growth at the desired rate.
2. Sprinkling between 9:00 p.m. and 6:00 a.m. is preferred.
3. Other hours must be approved by the Contract Administrator/designee.

All sprinkler systems shall be operated at an appropriate seasonal frequency using the least amount of water necessary to maintain the growth, health and vigor of all plant materials.

When sprinkler systems are out of service, CONTRACTOR shall be required to water by hand or by other means in accordance with plant needs and it shall be considered routine work.

CITY will assume the cost for hand watering done in accordance with the special watering provisions stated below upon written notification from CONTRACTOR of system failure involving electric supply and/or water supply from CITY's main lines.

CONTRACTOR shall maintain a log of current sprinkler timing at every site and a copy shall be given to the Contract Administrator/designee. A copy of the log shall be maintained at each site, properly protected from the elements. The log shall include, but not be limited to, the following items: (a) days of week system is on; (b) start times; (c) station timing; (d) station description information.

All sprinkler systems in the turf areas shall be turned off by CONTRACTOR's personnel when rain occurs or is forecast with some certainty, for more than a one-day period.

When requested by CITY, special watering will be paid for at the rate agreed upon by extra work authorization. The payment for special watering shall only be made for reasonable amounts of time required to set up equipment, adjust for coverage, occasional monitoring and breakdown of equipment. Equipment and methods used for special watering will be subject to approval by the CITY.

Some manual systems will be watered by CONTRACTOR based on the required rate and frequency necessary for the season and to maintain healthy plant material.

9. SPRINKLER MAINTENANCE. CONTRACTOR shall maintain sprinkler systems so that all component features are operating as designed. Pumps, backflow prevention units, chemical injectors, controllers, valves, pressure regulators, filters, water lines, sprinklers, bubblers, and trickle emitters shall be checked on a bi-weekly basis and serviced as required. Repairs shall be made within two (2) days unless a written authorization for delay is issued by the CITY.

CONTRACTOR shall be required to employ at least one qualified Sprinkler Technician repair person and/or more as required to maintain and repair all irrigation systems within the boundaries described herein. The Sprinkler Technician and the Lead Maintenance person will not be the same person. The CITY will certify the skill level of all Sprinkler Technicians that will work on the C's sprinkler maintenance agreement. This certification will be accomplished by a "hands-on" situational exercise conducted by the CITY. CONTRACTOR may certify as many individuals as desired to successfully perform the requirements described herein. Failure to successfully certify Sprinkler Technicians shall be grounds for termination of this agreement in its entirety.

The situational exercises will consist of nine tasks related to establishing and maintaining a properly functioning sprinkler system. The nine tasks consist of:

- 1) Repairing a malfunctioning valve
- 2) Repairing a broken wire with a pin-tite connector
- 3) Adjusting the flow on a control valve
- 4) Check the Ohm reading on a solenoid valve for proper operation
- 5) Diagnosing a controller with no display
- 6) Programming an Irritrol MC plus controller
- 7) Check station voltage on the controller
- 8) Adjust radius and arcs on sprinkler heads
- 9) Install a new nozzle to an existing sprinkler head

Each task will be rated "pass/Not pass" by an authorized CITY employee. To achieve certification the applicant must receive a passing rating on **ALL** tasks.

9.1 Time Frame for Sprinkler Technicians qualifications - Beginning of Agreement .

Testing to qualify Sprinkler Technicians from CONTRACTOR will be completed prior to City Council approval. If any applicant fails the test, they will be retested in five (5) days. Should CONTRACTOR fail to qualify a Sprinkler Technician, the agreement will be subject to termination and may be awarded to the next responsive CONTRACTOR.

- 9.2 Mid-term.** Should CONTRACTOR lose their qualified Sprinkler Technician during the course of the agreement, they will be retested in five (5) working days. If the applicant fails the test a second time, they will not be retested. If the CONTRACTOR has failed to qualify a Sprinkler Technician in a thirty (30) day time period, the agreement is subject to termination for cause. **CONTRACTOR is encouraged to qualify back-up Sprinkler Technicians.**
- 10. FERTILIZING.** TURF AREAS - February 14 to February 28 - apply fertilizer 16-20-0 at the rate of 4.5 pounds per 1,000 square feet to assure 1 1/2 pounds of nitrogen per 1,000 square feet. June 1 to July 1 - apply ammonium phosphate 16-20-0 at the rate of 4.5 pounds per 1,000 square feet. Water fertilizer into the soil immediately after application. CONTRACTOR shall notify Contract Administrator/designee of date of each application and location treated.
- 11. GRANITE.** CONTRACTOR shall fertilize all other plant material on an annual basis during the month of March. All plants shall be observed for signs of nutrient deficiencies and treated to correct deficiencies throughout the year. The Contract Administrator/designee shall be notified in writing whenever granite is to be added to an area.
- 12. TRIMMING.** CONTRACTOR shall trim all shrubs and hedges in such a manner that they present a pleasing appearance -- year round. This may require more than 1 trimming. See Tree and Shrub Pruning Specifications.
- 13. 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 basins within 10 feet of a wall shall be kept at the height not to exceed the wall. All trees shall be pruned by approved method to keep tree branches 13'6" high vertical clearance on major streets and off sidewalk for 8' clearance. Pruning shall also include the removal of dead, dying, diseased and broken portions; not to exceed 25 feet in height, of each tree. If replacement is necessary plant materials will be supplied by the City except when due to negligence of CONTRACTOR. See Tree and Shrub Pruning Specifications.

Pruning shall be performed in such a way that plant material does not create a visibility obstruction to vehicular traffic. The City 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. Height of

trimming will be determined by the City.

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 agreement. Pruning shall be performed following accepted practices, not stubs.

CONTRACTOR shall have good quality, appropriate hand tools available at all times. CONTRACTOR shall keep his tools in a clean, operative and sharp condition and be sterilized periodically. If disease/infection is suspected or known within a certain plant(s), CONTRACTOR shall sterilize 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 work day.

All trees shall be pruned annually but may require touch up trimming and pruning throughout the year on an as needed basis. Pruning standards shall follow the ISA Western Chapter Pruning Standards for correct pruning. Pruning over 25' in height will be pruned as requested. City will contract this pruning separately or ask CONTRACTOR to submit a separate quote for this work. An ISA Certified Arborist or Certified Tree Worker must be available to train, oversee, and supervise all pruning of trees.

Palm Trees, **regardless of height**, shall have frond stubs and seed pods removed no later than in July, but do not require skinning. More than one trimming of palms may be required. This will be on an as needed basis at no additional cost to CITY.

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 8-foot 2" x 2" redwood stakes on each side of the tree approximately 18" apart with two hose protected wire guys between trees; and stakes firmly driven into the ground 12" - 18". Additionally, as trees mature, stakes shall be removed for the health of the tree.

Immediately after wind storms, CONTRACTOR shall prune, re-stake or remove trees (less than 25' in height), and remove all debris as required at no additional charge to the City. Trees in excess of 25' in height will be dealt with on an individual basis.

Xeriscape Garden Requirements

- The Xeriscape Demonstration Garden is a functional, user-friendly space with desert adapted trees, shrubs, succulents, and groundcovers and is designed to demonstrate a low maintenance, water use landscape. The Xeriscape site is part of and shall be included in pricing for the Arrowhead site, item # 6 listed under Water Production, pricing to provide pre emergent will be listed under item #51 under the Water Production price table.
- Contractor to perform all landscape duties listed in general specifications (i.e. trash pickup, pre emergent) including those listed here.
- All pruning shall be performed following selective or natural pruning practices according to ANSI A300 Standards. Exceptions are when these pruning practices conflict with City code requirements, i.e., branch height over sidewalks, etc.
 - Trees should be allowed to grow full, low branches. With low branches, leaf litter can be left in place where it is most beneficial (i.e., no leaf blowers.)
 - Occasional cutting back to the ground to rejuvenate shrubs, periodic sizing, selective pruning (shaping) is healthier for the shrubs and easier on the environment.
 - Shrubs, succulents, and groundcovers should be left to their natural form and not sheared into geometric shapes (i.e., balled, or boxed shapes)
 - Xeriscape garden plants should only be edged/trimmed if they go over curbs and cause safety risk on paths or streets
 - Schedule for pruning when or as needed should occur:
 - Spring blooming shrubs should be pruned after flowering
 - Summer blooming shrubs should be pruned during winter dormancy (January)
 - Native trees should be pruned in May or early June
- Pesticides and Herbicides
 - Healthy plants and lawns should be able to withstand minor disease and insect damage without controls.
 - Apply preemergent herbicide before weed seeds germinate at the end of fall and beginning of spring.
 - Remove any dead vegetation, trash, or other debris from the site before applying the product.
 - Read and follow label directions carefully and completely.

- Water Conservation will oversee all plant removal/replacement. Coordinate with the Water Conservation Coordinator or Water Conservation Specialist when plant removal/replacement is necessary. Daniella.Rodriguez@chandleraz.gov or 480-782-3589.
- Water Conservation will manage watering schedules. Contact the Water Conservation Specialist or Contract Administrator if scheduling problems arise. Daniella.Rodriguez@chandleraz.gov or 480-782-3589

**WATER TREATMENT PLANT (WTP)
VARIOUS WELL SITES, AND OTHER LANDSCAPED SITES
CONTRACT FREQUENCY SCHEDULE
Areas of Maintenance & Maintenance Types**

<u>DESCRIPTION OF AREA</u>	<u>MAINTENANCE TYPE/FREQUENCY</u>
UN-LANDSCAPED WELLS & FACILITIES	
Various locations	Cleaning & Weed Removal – as designated on price sheet Pre-Emergent - 2 times per year Fertilizing – as needed Pruning –as needed Trimming – as needed Pest – as required Raking-weekly
LANDSCAPED WELLS & FACILITIES*	
Various locations	Cleaning & Weed Removal – weekly Mowing – weekly basis as needed (approx. 34 times) Pre-Emergent - 2 times/yr. & as needed Fertilizing – once/year, turf 3 times/year Aeration – once/year in April Pruning –as needed Trimming – as needed Pest – as required Sprinkler Maintenance – bi-weekly Raking-weekly
RIVER ROCK	
Various locations	Cleaning & Weed Control – weekly, Sprinkler Maintenance – bi-weekly Pre-Emergent – Twice Yearly

ALL SITES EXCEPT UN-LANDSCAPED WELLS & FACILITIES

Various locations	Sprinkler Maintenance – bi-weekly check of all systems – 26 times/year. Repairs made as required. Palm Tree trimming – July & as needed Palm Treatment – treat all palms with copper fungicide in November (once) and as needed to prevent disease. Cleaning & Weed Removal – once/week Pre-Emergent - 2 times/yr. & as needed Pest - as required Prune trees as needed Trimming - as needed Irrigation Maintenance - on-going Raking-weekly
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**OCOTILLO BRINE REDUCTION FACILITY & EVAPORATION POND LANDSCAPE
CONTRACT FREQUENCY SCHEDULE
Areas of Maintenance & Maintenance Types**

<u>OCOTILLO BRINE REDUCTION FACILITY</u>	<u>MAINTENANCE TYPE/FREQUENCY</u>
1. Plant Site (Including Old Price Rd frontage)	Cleaning & Weed Removal – once / week Pre-Emergent - 2 times/yr. & as needed Pest - as required Prune trees as needed Trimming - as needed Irrigation Maintenance - on-going Sprinkler Maintenance – bi-weekly Raking-weekly
2. Brine Ponds	Cleaning & Weed Removal – once / week Pre-Emergent - 2 times/yr. & as needed Pest - as required Prune trees as needed Trimming - as needed Irrigation Maintenance - on-going Sprinkler Maintenance – bi-weekly Raking-weekly

3. Emergency Retention Basin

Cleaning & Weed Removal – once / week
Pre-Emergent - 2 times/yr. & as needed
Pest - as required
Prune trees as needed
Trimming - as needed
Irrigation Maintenance - on-going
Sprinkler Maintenance – bi-weekly
Raking-weekly

4. Inside Evap. Pond

Cleaning & Weed Removal – once / week
Pre-Emergent - 2 times/yr. & as needed
Pest - as required
Prune trees as needed
Trimming - as needed
Irrigation Maintenance - on-going
Sprinkler Maintenance – bi-weekly
Raking-weekly

5. Outside Evap. Pond

Cleaning & Weed Removal – once / week
Pre-Emergent - 2 times/yr. & as needed
Pest - as required
Prune trees as needed
Trimming - as needed
Irrigation Maintenance - on-going
Sprinkler Maintenance – bi-weekly
Raking-weekly

The City has five (5) Evaporation ponds. Four (4) of them are inside one fenced area and a smaller pond to the south that is in a separate fenced area.

CONTRACT FREQUENCY SCHEDULE
Areas of Maintenance & Maintenance Types

**MUNICIPAL UTILITIES ADMINISTRATION, OCOTILLO BRINE REDUCTION FACILITY,
AIRPORT WASTE WATER RECLAMATION FACILITY, OCOTILLO WATER RECLAMATION
FACILITY, SOLID WASTE FACILITY AND PASEO VISTA**

Cleaning & Weed Removal – once / week

Pre-Emergent - 2 times/yr. & as needed

Pest - as required

Prune trees as needed

Trimming - as needed

Irrigation Maintenance - on-going

Sprinkler Maintenance – bi-weekly

Raking-weekly

Power wash concrete sidewalks and area near parking lot around Municipal Utilities Administration building only. Contractor to provide power washer and fuel for equipment. City will supply water and hose. Frequency is weekly when landscape is being maintained. Square footage is approximately 440sq.ft. Contractor to verify.

LONE BUTTE

Weed control only weekly

Pre-Emergent - 2 times/yr. & as needed

ASR WELLS/ TURNOUTS

Cleaning & Weed Removal – weekly

Pre-Emergent - 2 times/yr. & as needed

Pest - as required

Prune trees as needed

Trimming - as needed

Irrigation Maintenance - on-going

Sprinkler Maintenance – bi-weekly

Raking-weekly

EXHIBIT B - PRICING***prices shall be tax inclusive**

Municipal Utilities Administration 975 E. Armstrong Way, Bldg J, K, L, O Frontage Rd., Storage Yard Weekly Service with exception of Storage Yard monthly service.					
Item	Location	Per Frequency Schedule Total Monthly Unit Price		Quantity	Total Annual Price
1.	Municipal Utilities Administration Facility	\$1,342.58	x	12 months	= \$16,110.96
2.	Storage Yard	\$52.37	x	12 months	= \$628.44
3.	Pre-emergent with blue dye for both locations	\$288.45 /per frequency	x	2 times per year	= \$576.90
4.	Power wash sidewalks	\$110 /per frequency		Once Weekly	\$5,720.00
SURFACE WATER TREATMENT PLANT 1475 E. PECOS RD 35 Total Acres					
Item	Location	Per Frequency Schedule Total Monthly Unit Price		Quantity	Total Annual Price
1.	Surface Water Treatment Plant	\$4,281.74	x	12 months	= \$51,380.88
2.	Pre-emergent with blue dye	\$5,830.18/per frequency	x	2 times per year	= \$11,660.36

EXHIBIT B – PRICING CONT'D

WATER PRODUCTION FACILITIES, WELLS & RESERVOIRS (L) = Landscaped Areas, (U) = Unlandscaped Areas, (R)= River Rock					
Item	Location	Per Frequency Schedule Total Monthly Unit Price		Quantity	Total Annual Price
1.	AIRPORT WPF (L) Reservoir 2250 S. Airport Blvd. (7.75 acres)	\$594.64	x	12 months	= \$7,135.68
2.	ALAMOSA WPF 4260 S Gilbert Rd (7.8 acres)	\$2,061.27	x	12 months	= \$24,735.24
3.	AMBERWOOD WPF (U) Well Site 2327 W. Calle Del Norte (at Amberwood Park; 0.5 acre)	\$132.13	x	12 months	= \$1,585.56
4.	APACHE PARK WPF (U) Reservoir 799 N. Knox Rd. (Located at Apache Park) (1 acre)	\$264.26	x	12 months	= \$3,171.12
5.	APPLEBY WELL 3445 S Pinaleno Dr (.55 acres)	\$145.33	x	12 months	= \$1,743.96
6.	ARROWHEAD Water Production Facility and Xeriscape. 426 N. Arrowhead (2 acres)	\$859.88	x	12 months	= \$10,318.56
7.	ARROWHEAD WELL 426 N Arrowhead 0.25 acres	\$66.01	x	12 months	= \$792.12
8.	BASHA ROAD (L) Reservoir 4501 S. Basha Rd (2.25 acres)	\$66.01	x	12 months	= \$792.12

9.	BRIGHT ANGEL WELL 4576 S Bright Angel Way (.91 acres)	\$240.48	x	12 months	=	\$2,885.76
10.	BROOKS CROSSING WPF (L) 1405 W. Calle Del Norte (Motorola North; 0.5 acre)	\$132.13	x	12 months	=	\$1,585.56
11.	BUSHWAY WPF (L) Reservoir 625 W. Bush Way (2 acres)	\$884.10	x	12 months	=	\$10,609.20
12.	CAP ARIZONA WPF (L) Reservoir 597 E. Western Canal (2 acres)	\$528.63	x	12 months	=	\$6,343.56
13.	CAP HENDRIX WPF (L) Reservoir 1330 W. Cortez Court (1 acre)	\$932.55	x	12 months	=	\$11,190.60
14.	COLT WPF (L) Reservoir 2127 N. 91st Place (2 acre)	\$528.63	x	12 months	=	\$6,343.56
15.	COOPER ROAD WPF (L) Well Site 328 N. Cooper Road (0.25 acre)	\$66.01	x	12 months	=	\$792.12
16.	DESERT BREEZE WPF (U) Well Site 660 North Desert Breeze Blvd. (0.25 acres)	\$66.01	x	12 months	=	\$792.12
17.	DOBSON SOUTH WPF (L) 3510 S. Dobson Rd INTEL FAB 12 Reservoir (2 acres)	\$528.63	x	12 months	=	\$6,343.56
18.	EAST KNOX 450 E Knox Rd (1.6 acres)	\$422.80	x	12 months	=	\$5,073.60
19.	EAST WOOD WELL 3250 E Wood Dr (.42 acres)	\$111.29	x	12 months	=	\$1,335.48
20.	Fire Station Well 5211 S. McQueen (L) (1 acre)	\$264.26	x	12 months	=	\$3,171.12
21.	FRYE ROAD WPF (L)	\$528.63	x	12 months	=	\$6,343.56

	592 W. Frye Road (2 acres; San Marcos Reservoir)				
22.	GILBERT ROAD WPF (L) Reservoir 6120 S. Gilbert Road (1 acre)	\$264.26	x	12 months	= \$3,171.12
23.	GOLDEN LANE WELL 3651 W Golden Lane Rd (1 acre)	\$264.26	x	12 months	= \$3,171.12
24.	HAHN WPF (SRP Well) (L) 490 E. Warner Road (2 acres)	\$528.63	x	12 months	= \$6,343.56
25.	HIGHTOWN WPF (U) SE Corner of Chandler Blvd & Avenida Tercera (0.25 acres)	\$66.01	x	12 months	= \$792.12
26.	HUNT HIGHWAY (L) Reservoir 2022 E. Hunt Highway (2 acres)	\$528.53	x	12 months	= \$6,342.36
27.	IRIS WELL 2948 E Iris Dr. (.30 acres)	\$79.44	x	12 months	= \$953.28
28.	KBN WELL 23850 S Arizona Ave (.25 acres)	\$66.01	x	12 months	= \$792.12
29.	Knox/Apache (U) Deep Well 799 E. Knox (.32 acres)	\$66.01	x	12 months	= \$792.12
30.	LINDSAY WPF (U) Reservoir 6300 S. Lindsay Rd. (3.3 acres)	\$871.99	x	12 months	= \$10,463.88
31.	McDermott Well (U) (297 E. Ocotillo Rd., .40 acres)	\$105.62	x	12 months	= \$1,267.44
32.	McQueen WPF (U) Reservoir 1200 E. Galveston (0.25 acres)	\$105.62	x	12 months	= \$1,267.44
33.	MONTEREY WPF (L) Reservoir	\$264.26	x	12 months	= \$3,171.12

	3840 W. Monterey (1 acre)				
34.	Nightingale Lot (U) 3494 S. Cooper Rd. (2.5 acres)	\$114.46	x	12 months	= \$1,373.52
35.	NORMAN WELL 2765 E Ocotillo Rd (.91 acres)	\$240.58	x	12 months	= \$2,886.96
36.	OCOTILLO WELL 4015 S Nebraska St (.40 acres)	\$105.62	x	12 months	= \$1,267.44
37.	ORCHID LANE WPF (U) Well Site 1296 N. Alma School Road (0.25 acres)	\$66.01	x	12 months	= \$792.12
39.	Pennington (U) 403 S. Pennington (.5 acres)	\$132.13	x	12 months	= \$1,585.56
40.	PLEASANT WELL (U) 4877 S Pleasant Dr (.40 acres)	\$105.62	x	12 months	= \$1,267.44
41.	PRICE SOUTH WPF (L) 2499 S. Price Road (3.5 acres; Continuum site)	\$660.65	x	12 months	= \$7,927.80
42.	ROOSEVELT WPF (L) Reservoir 331 S. Roosevelt (3 acres)	\$792.78	x	12 months	= \$9,513.36
43.	RURAL WPF (L) (INTEL) Reservoir 600 N. Rural Road (1.5 acres)	\$396.39	x	12 months	= \$4,756.68
44.	SHAWNEE WPF (U) Well Site 1500 W. Mesquite Street (at Shawnee Park; 0.5 acres)	\$132.13	x	12 months	= \$1,585.56
45.	Val Vista & Riggs LOT (U) SW corner of Val Vista & Riggs Road (Empty lot) (3.0 acres)	\$792.78	x	12 months	= \$9,513.36
46.	Warner Well (U) 2181 E. Warner Rd. (.25 acres)	\$66.01	x	12 months	= \$792.12

47.	WEST PECOS ROAD WPF (L) SE Corner of Pecos & Alma School (0.5 acres; Well Site)	\$132.13	x	12 months	=	\$1,585.56
48.	WEST WILLIS WELL 2300 W Willis Rd. (.5 acres)	\$132.13	x	12 months	=	\$1,585.56
49.	Riggs Well, 5920 S. 142 nd St. (L) (.30 acres)	\$79.44	x	12 months	=	\$953.28
50.	Avalon Easement. No official address, Parcel #303-36-960 (25'x245' area). Property is west side of SRP residents irrigation canal	\$750.00	X	12 months	=	\$9,000.00
51.	Pre-emergent to all locations includes blue dye application	\$8,327.39/per frequency	x	2 times per year	=	\$16,654.78

OCOTILLO WATER RECLAMATION FACILITY, TURNOUTS AND WELL SITES						
Addresses listed below						
L)=LANDSCAPED AREAS (U)=UNLANDSCAPED AREAS (R)= RIVER ROCK						
Item	Location	Per Frequency Schedule Total Monthly Unit Price		Quantity		Total Annual Price
1.	Ocotillo Water Reclamation Facility (L). 3333 S. Old Price Rd. (approx.. 71 acres)	\$6,263.47	X	12 months	x	\$75,161.64
2.	LONE BUTTE WWTP (U) 2822 E. Indian Wells Place Weed control only (55 acres)	\$3,830.68	x	quarterly	=	\$15,322.72
3.	OCOTILLO ASR WELL SITES (10) (L). 3707 S. Old Price Rd. (1 acre)	\$951.97	x	12 months	=	\$11,423.64
4.	Pre-emergent to all locations with blue dye	\$10,717.75/per frequency	x	2 times per year	=	\$21,435.50

OCOTILLO BRINE REDUCTION FACILITY (OBRF), BASINS AND EVAPORATION PONDS 3737 S Old Price Rd						
Item	Location	Per Frequency Schedule Total Monthly Unit Price		Quantity		Total Annual Price
1.	Ocotillo Brine Reduction Facility and Emergency Retention Basin	\$2,434.21	X	12 months	x	\$29,210.52
2.	Brine Ponds	\$680.18	X	12 months	x	\$8,162.16
3.	Inside Evap. Pond	\$448.11	X	12 months	x	\$5,377.32
4.	Outside Evap. Pond	\$472.33	x	12 months	x	\$5,667.96
5.	Pre-emergent to all locations with blue dye	\$1,758.28/per frequency	x	2 times per year	=	\$3,516.56

AIRPORT WATER RECLAMATION FACILITY						
Item	Location	Per Frequency Schedule Total Monthly Unit Price		Quantity		Total Annual Price
1.	AIRPORT WATER RECLAMATION FACILITY (L) 905 E. Queen Creek RD (99 acres includes new berm, and area inside and outside of southeast block wall, and along roads around emergency storage basins and reclaimed pump station)	\$5,221.06	X	12 months	X	\$62,652.72
2.	Pre-emergent to all locations with blue dye	\$7,823.73/per frequency	X	2 times per year	=	\$15,647.46
AIRPORT WATER RECLAMATION FACILITY RECLAIM SITES						
Item	Location	Per Frequency Schedule Total Monthly Unit Price		Quantity		Total Annual Price
1.	TUMBLEWEED PARK WELL SITE (U) 822 E. Ryan Rd. (5.5 acres)	\$140.32	X	12 months	=	\$1,683.84
2.	Bear Creek Reclaimed Turnout_ (R) 375 E Chandler Heights Rd.	\$140.32	X	12 months	=	\$1,683.84
3.	Lone Tree Reclaimed Turnout_ (R) 6065 S Four Peaks Place	\$140.32	X	12 months	=	\$1,683.84
4.	Sun Groves Reclaimed Turnout_ (R) 4550 E Riggs Rd	\$140.32	X	12 months	=	\$1,683.84
5.	Lagos Vistoso Reclaimed Turnout_ (R)	\$140.32	X	12 months	=	\$1,683.84

	853 E Riggs Rd					
6.	Pine Lakes Reclaimed Turnout_ (R) 478 E San Carlos Way	\$140.32	x	12 months	=	\$1,683.84
7.	Fulton Ranch Reclaimed Turnout_ (R) 4804 S Sunland Dr.	\$140.32	x	12 months	=	\$1,683.84
8.	Valencia II Reclaimed Turnout_ (R) 3888 S Desert Jewel Blvd.	\$140.32	x	12 months	=	\$1,683.84
9.	Layton Lakes Reclaimed Turnout (R) 7425 E Layton Lakes Blvd.	\$140.32	x	12 months	=	\$1,683.84
10.	Old Stone Ranch Reclaimed Turnout_ (R) 4203 S Mingus	\$140.32	x	12 months	=	\$1,683.84
11.	Hillcrest ASR Well (U) 5899 S. Hillcrest Drive	\$140.32	x	12 months	=	\$1,683.84
12.	Pre-emergent to all locations with blue dye	\$895.45/per frequency	x	2 times per year	=	\$1,790.90

SOLID WASTE FACILITY AND PASEO VISTA RECREATION SITE

Item	Location	Per Frequency Schedule Total Monthly Unit Price		Quantity		Total Annual Price
1.	Recycling/Solid Waste, 955 E. Queen Creek Rd.	\$3,344.17	X	12 months	x	\$40,130.04
2.	Paseo Vista, 3850 S. McQueen Rd.	\$4,221.94	X	12 months	x	\$50,663.28
3.	Pre-emergent to all locations with blue dye	\$6,159.26/per frequency	x	2 times per year	=	\$12,318.52

Additional Labor Rates:

Hourly rate for extra work	\$ 31 /hour
Hourly rate for extra Irrigation Work	\$ 48 /hour
Labor charge for Power Washing	\$ 43 /hour
Labor charge for Bobcat with Operator	\$ 78 /hour
Labor charge for extra weed control – non turf (per acre/including materials) for sites added during the course of the contract \$ 250/acre	
Price to water plants at Evaporation Pond Site with water truck and hose. (This would be on an as-needed basis, to be determined by the Contract Administrator/designee).	
\$ <u>600</u>	
Price for one time watering of all plants <u>\$1,100</u>	
Tree Trimming above 25' \$ 58 /hour	
Price to power wash sidewalk \$.05 per sq.ft. (includes labor and equipment)	

EXHIBIT C 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 three years following completion and acceptance of the Work. The Contractor must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this three 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 ten 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 ten 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 seven 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 D TO AGREEMENT 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.

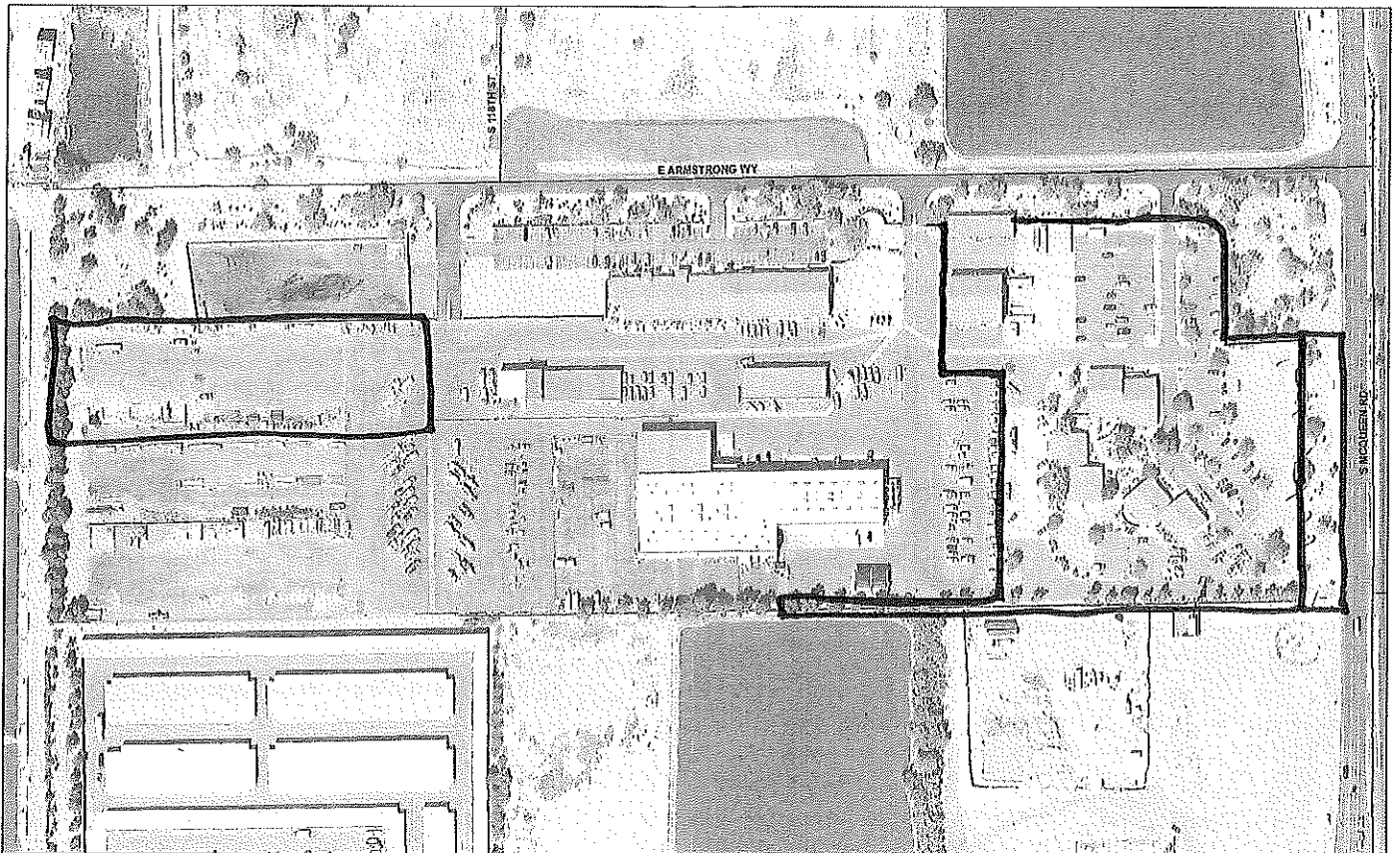
Stolen or Lost Badges or Keys. Contractor shall report lost or stolen badges or keys to the City immediately. A new badge application or key issue form shall be completed and submitted along with payment of the applicable fees prior to issuance of a new badge or key.

Return of Badges or Keys. All badges and keys are the property of the City and must be returned to the City within one 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.

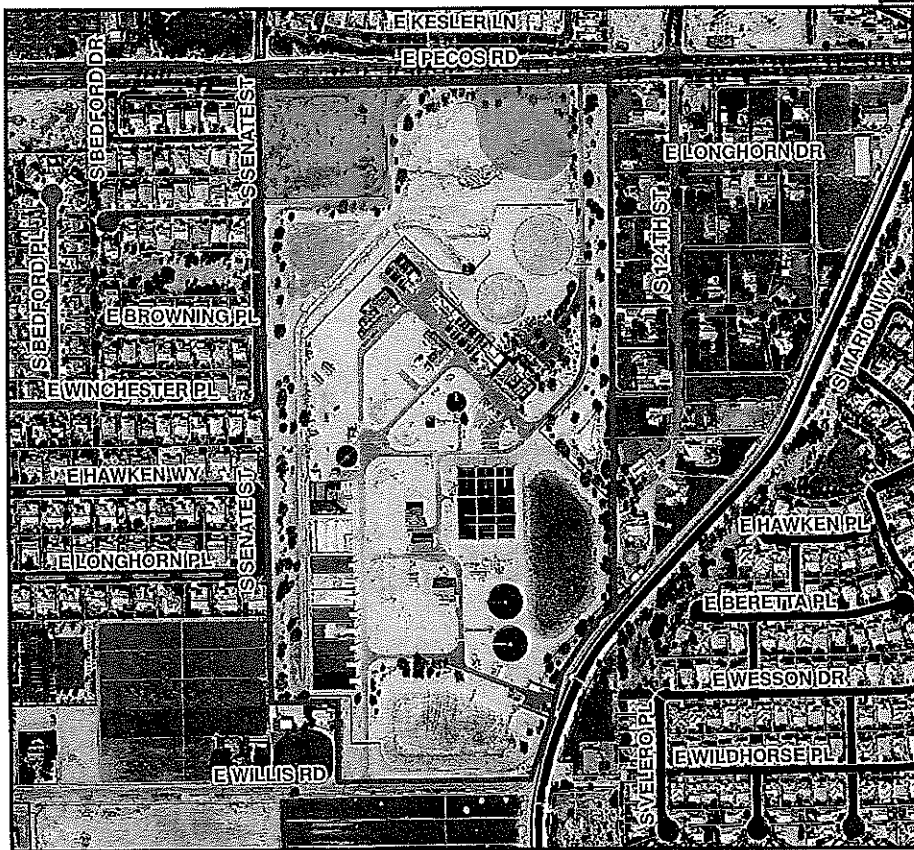
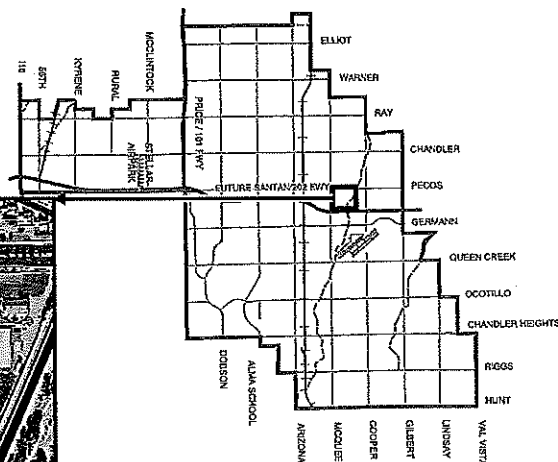
Contractor's default under this Section shall include, but is not limited to the following: (1) Contract Worker gains access to a City facility(s) without the proper badge or key; (2) Contract Worker uses a badge or key of another to gain access to a City facility; (3) Contract Worker commences services 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 three 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 three breaches by Contractor of this Section arising out of any default within a consecutive period of three months or three 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.

MUNICIPAL UTILITIES ADMINISTRATION WITH STORAGE YARD (area in red shows responsible portions)
City of Chandler Yard



Surface Water Treatment Plant



ChanG/S



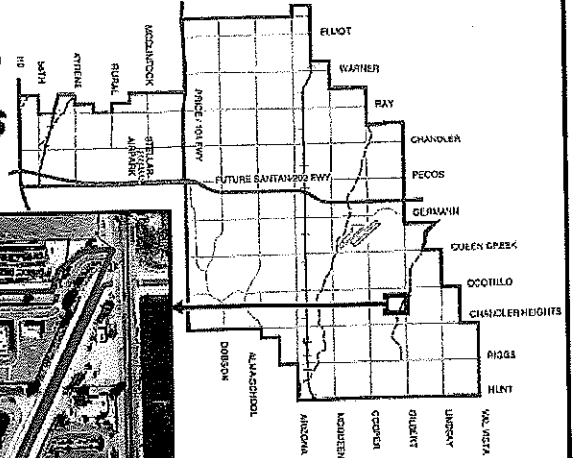
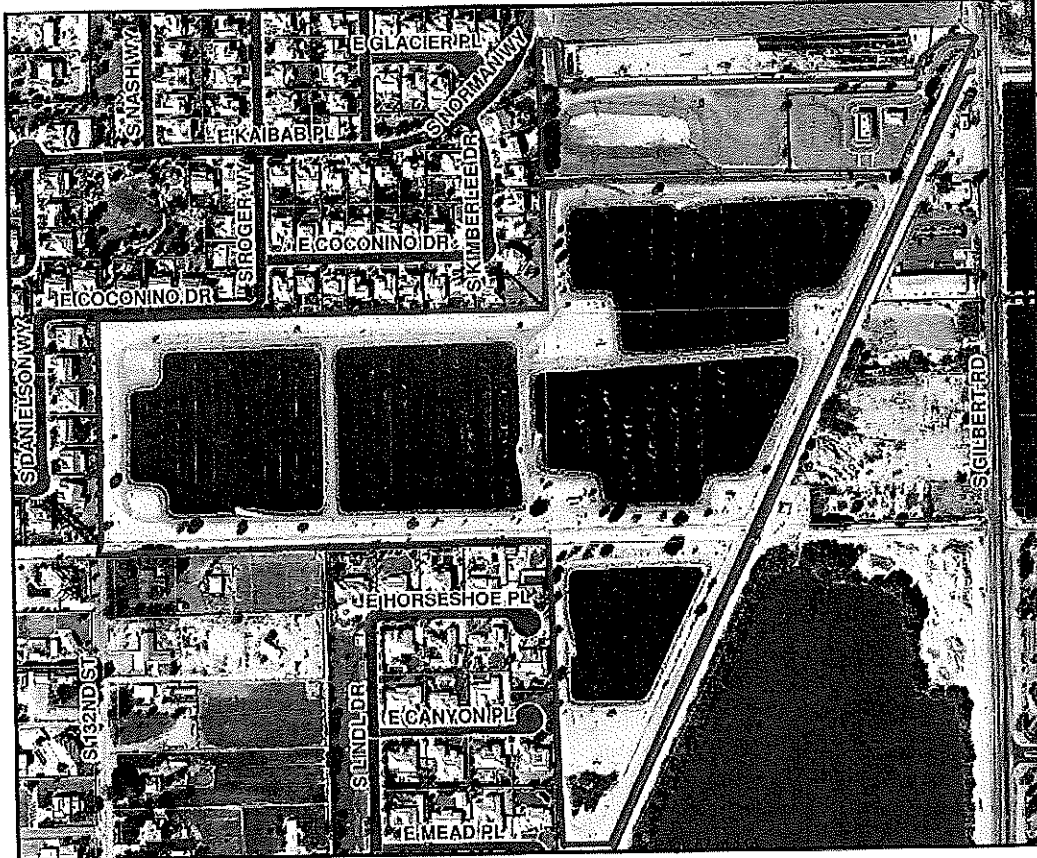
Airport
Water Production Facility

2250 S. Airport Blvd.



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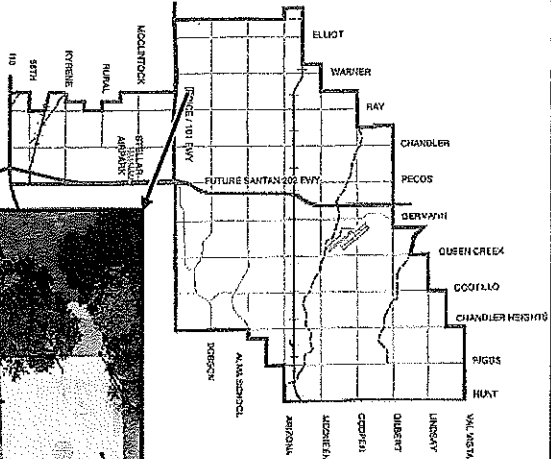
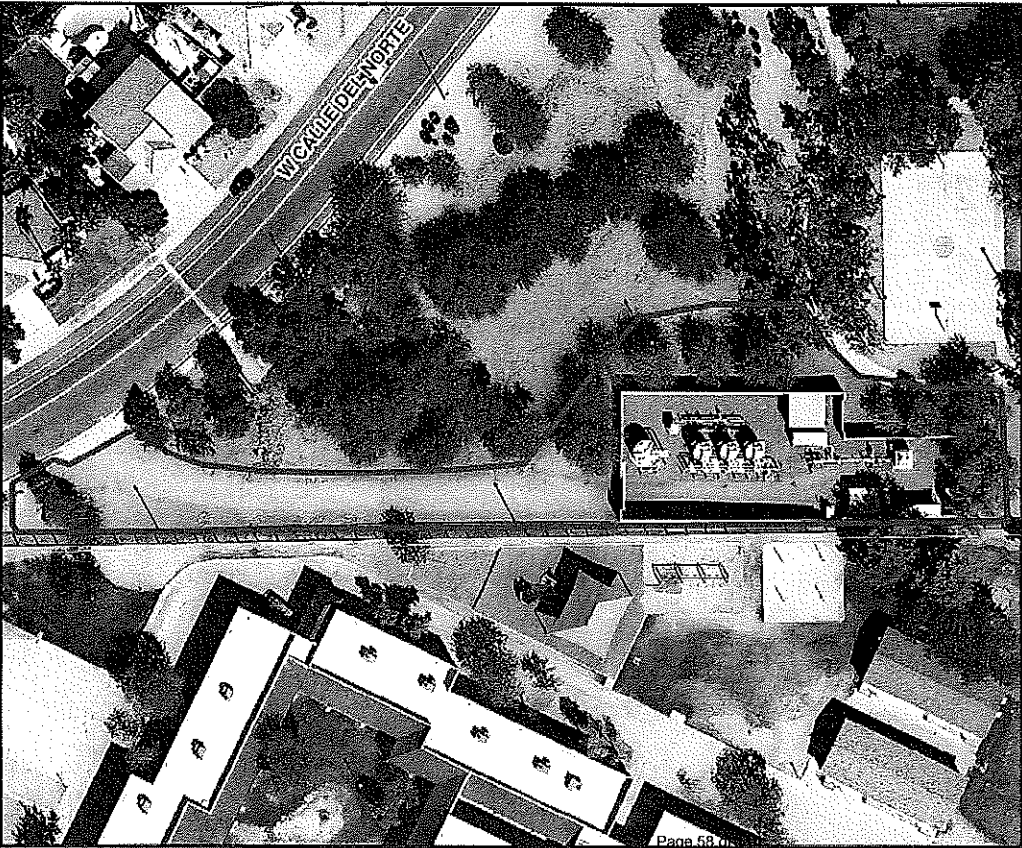
Alamosa Water Production Facility & R.O. Brine Ponds



ChangIS



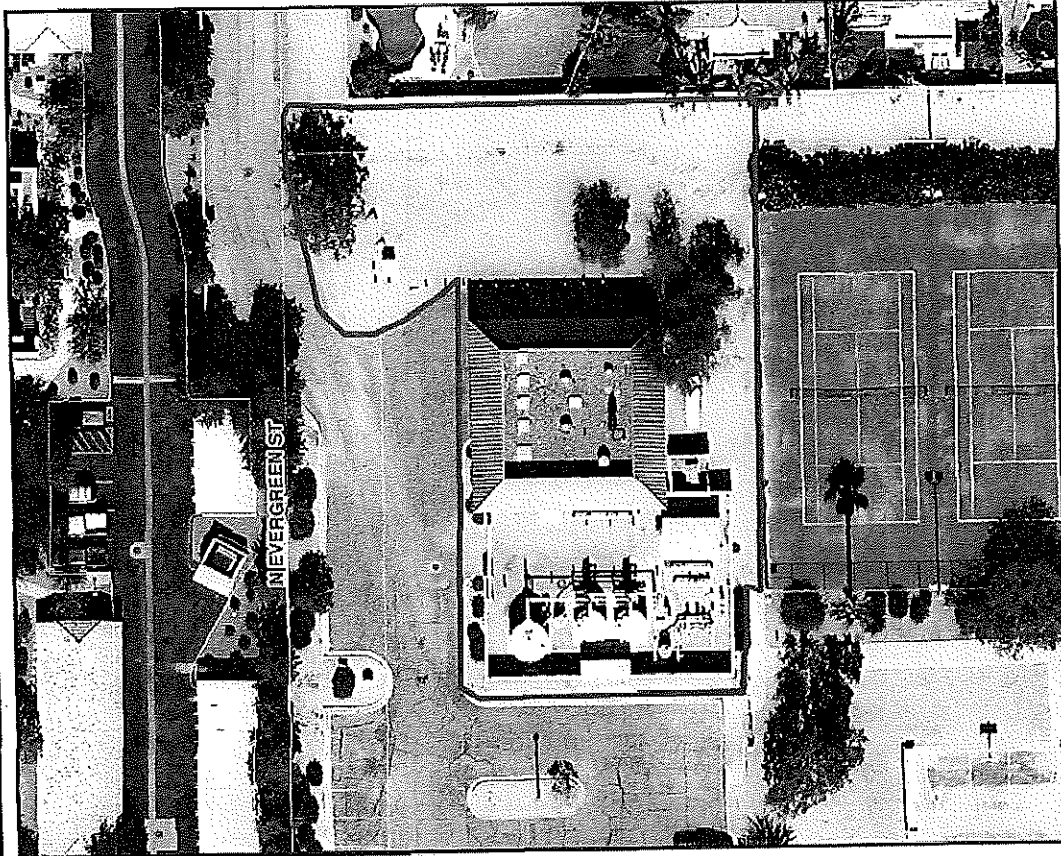
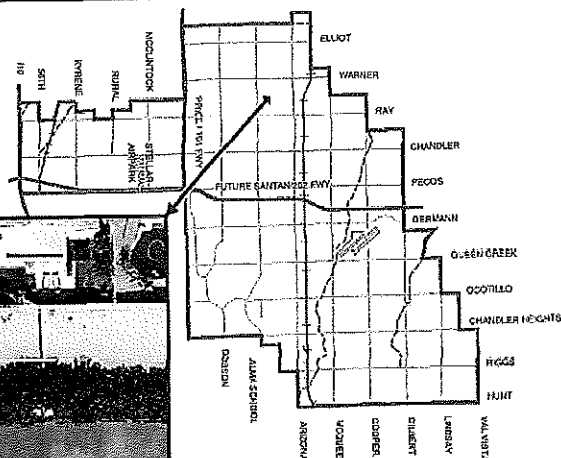
Amberwood Well





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Apache Water Production Facility

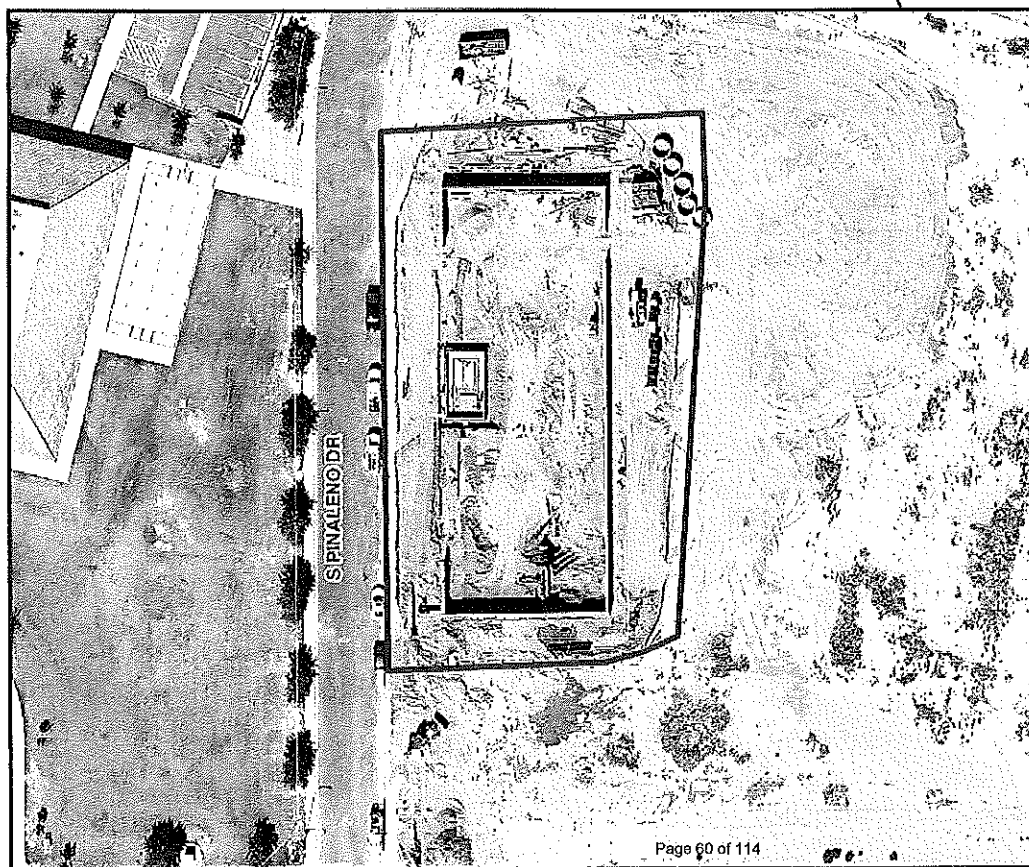
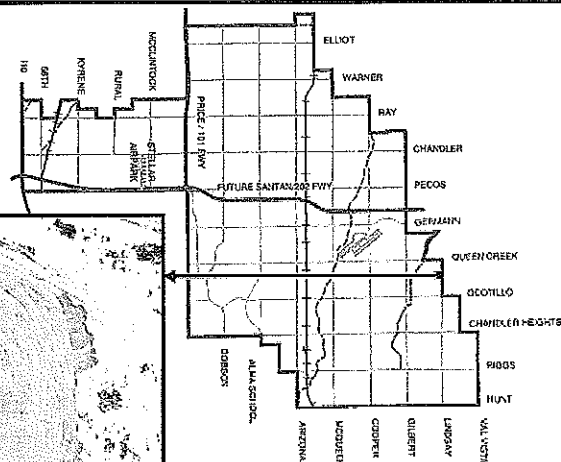


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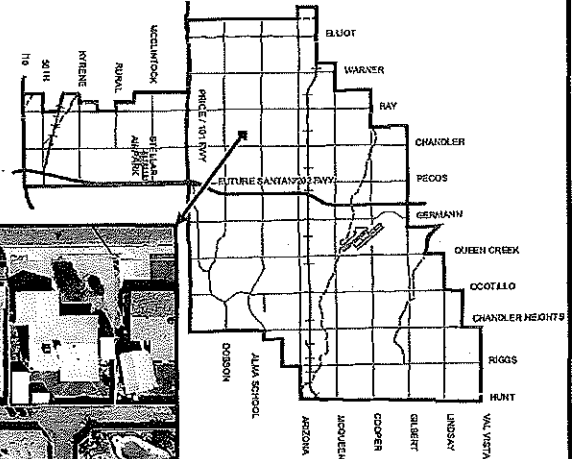
Appleby Road Well





Chandler + Arizona

Arrowhead Water Production Facility and Xeriscape Garden



Arrowhead
Well



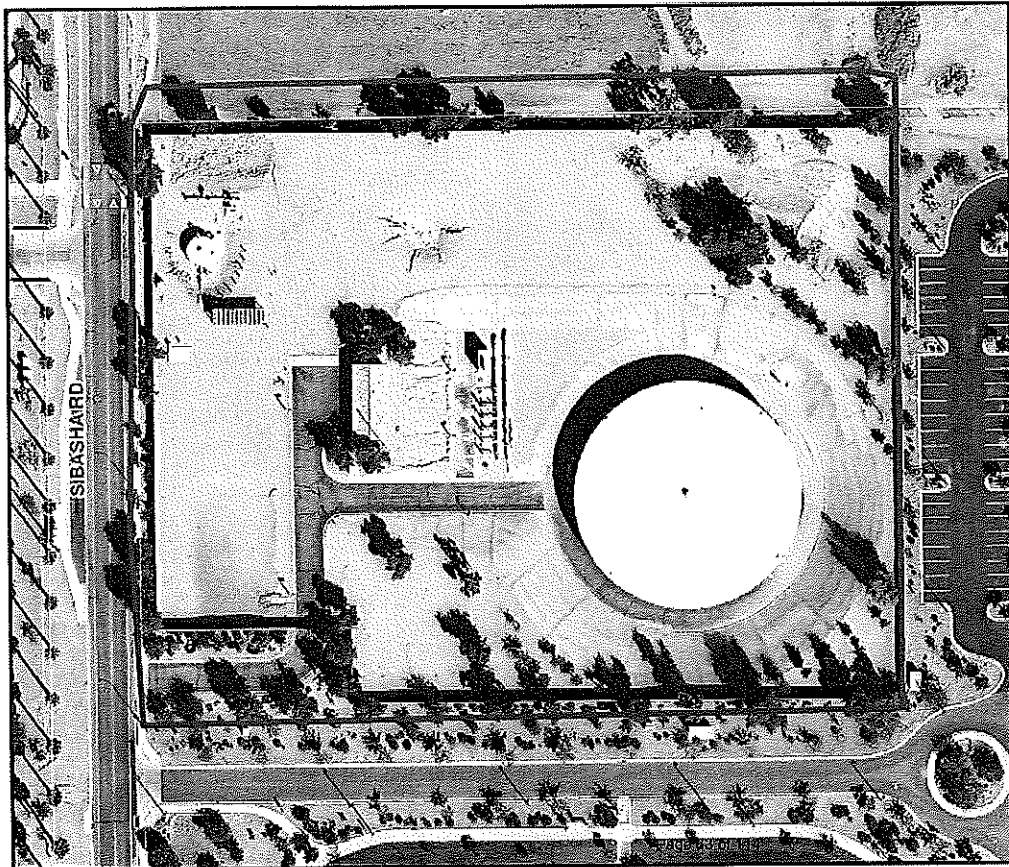
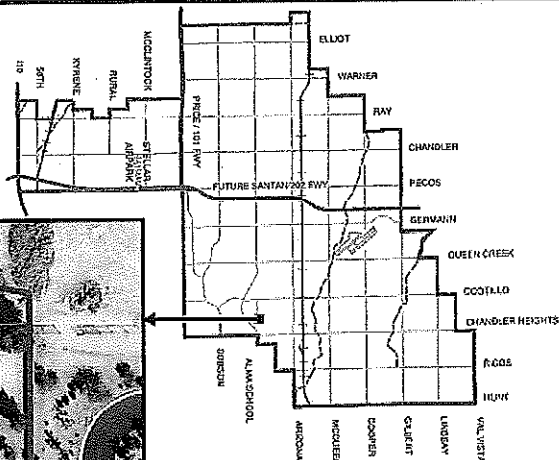
Xeriscape Site, Area in Blue is area to receive services specified in xeriscape requirements, page 30.





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Basha Road Water Production Facility

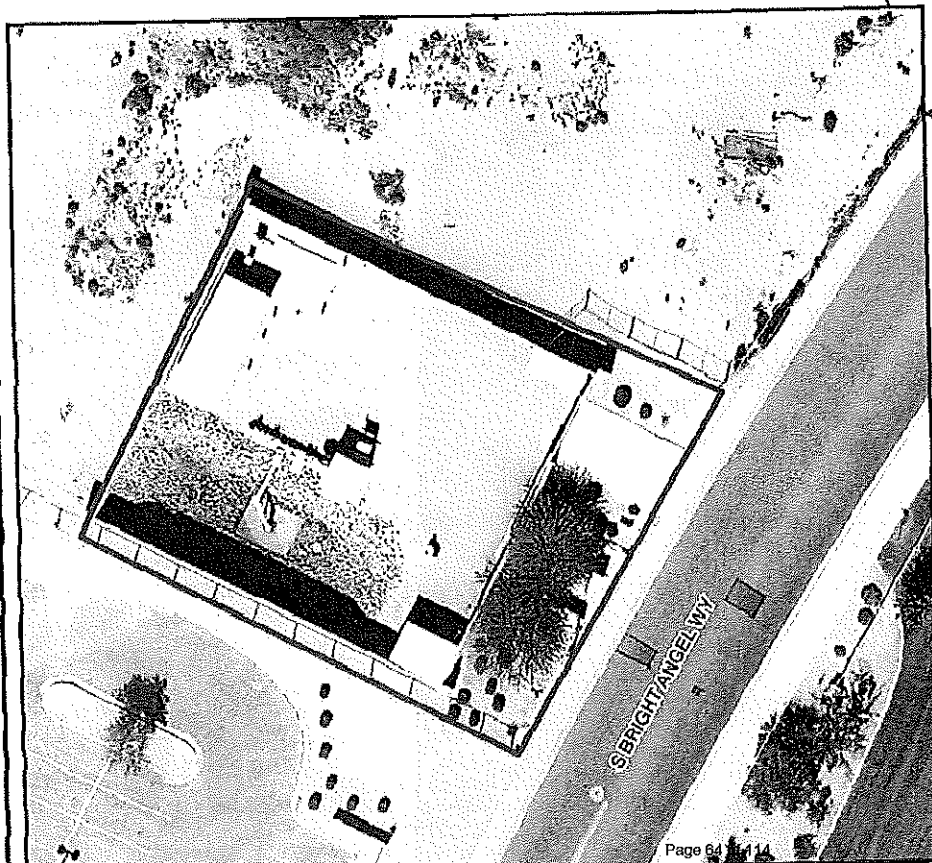
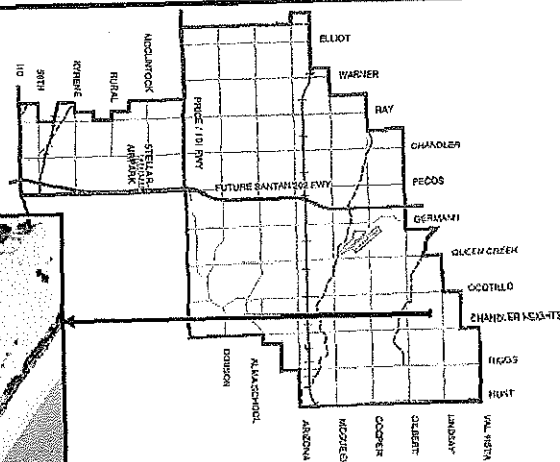


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Bright Angel Well



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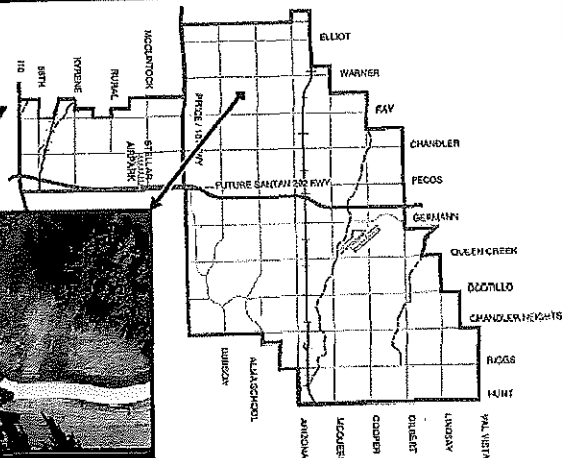


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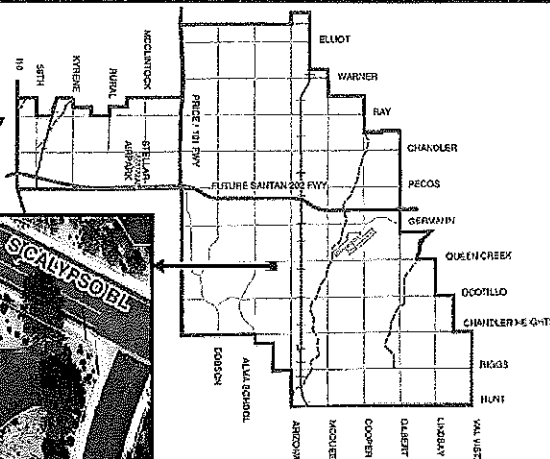
Chandler + Arizona

Brooks Crossing Water Production Facility



ChangGIS

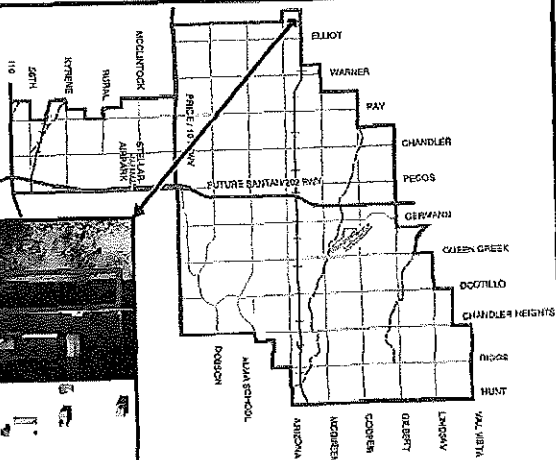
***Bush Way
Water Production Facility***



ChanGIS



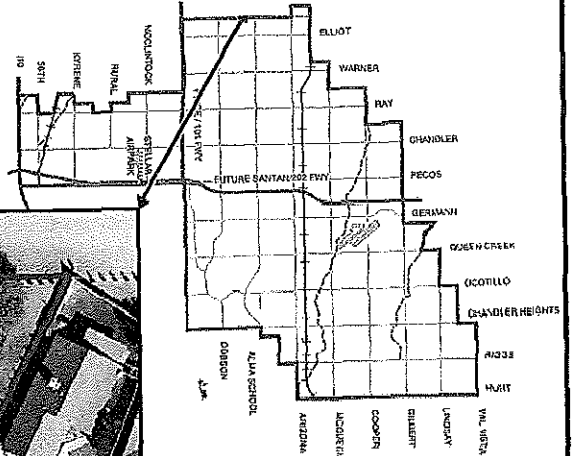
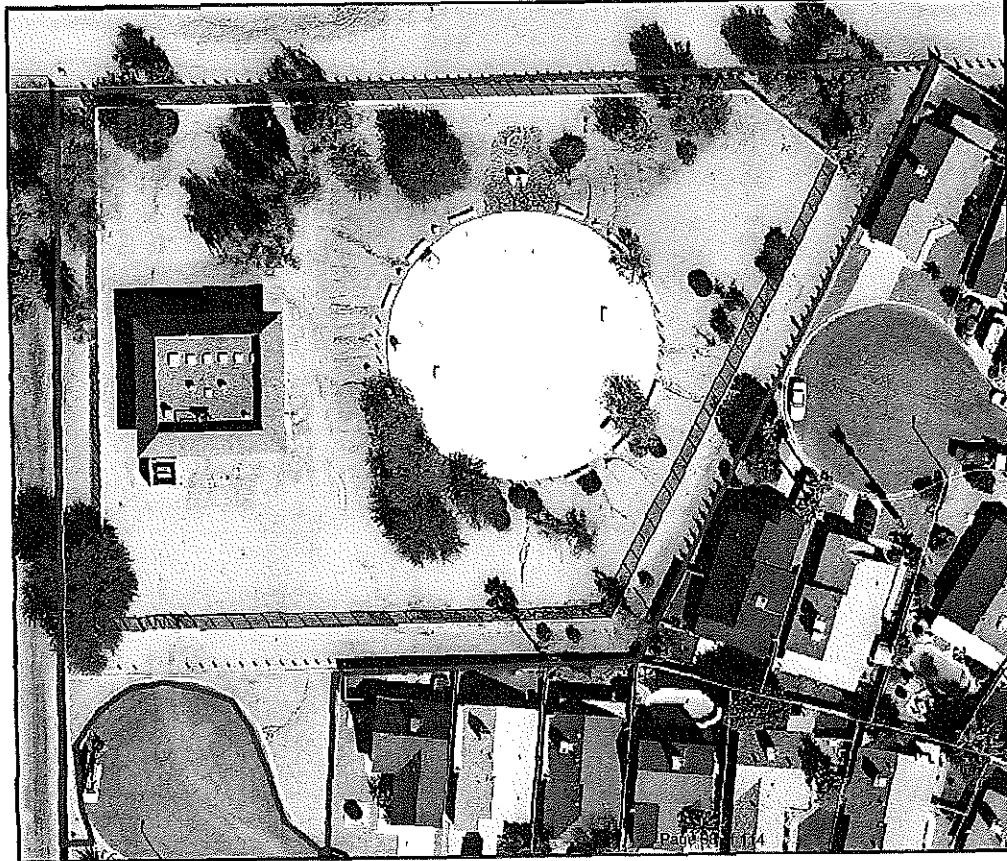
CAP Arizona





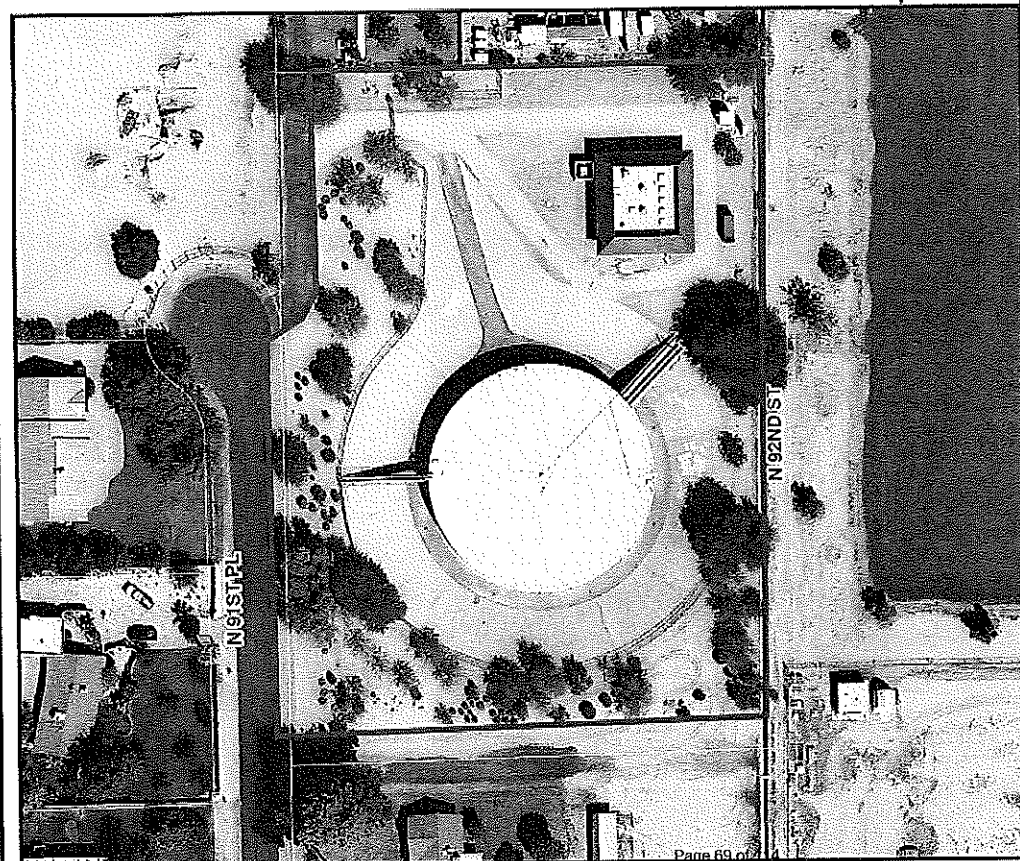
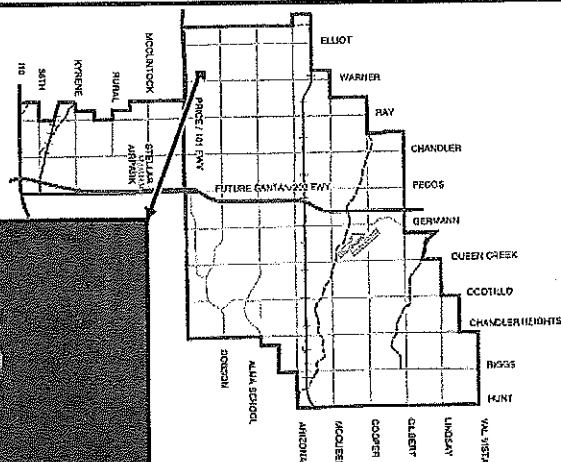
Chandler + Arizona

CAP Hendrix



ChenGIS

**Colt
Water Production Facility**

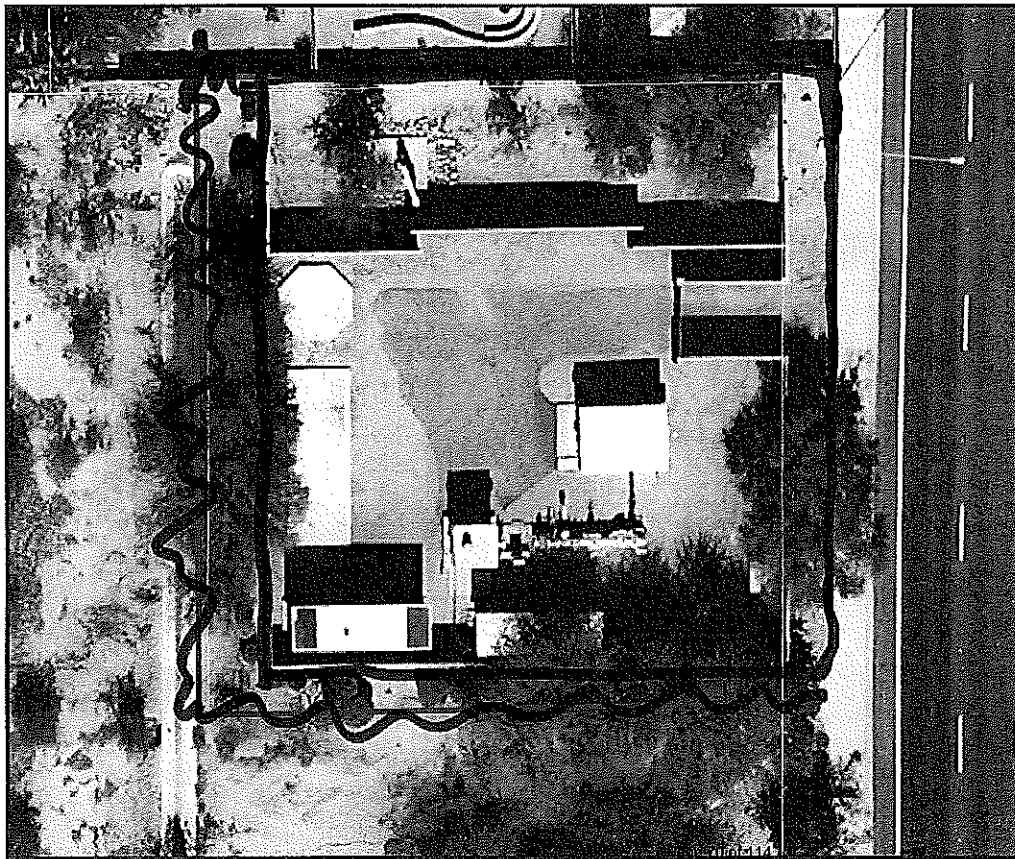
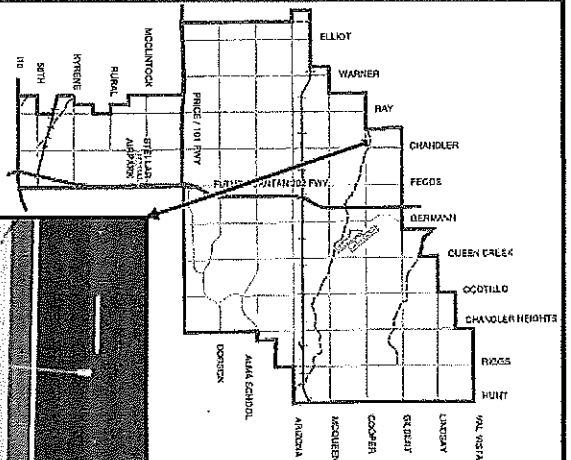


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Chandler + Arizona

Cooper Road Well

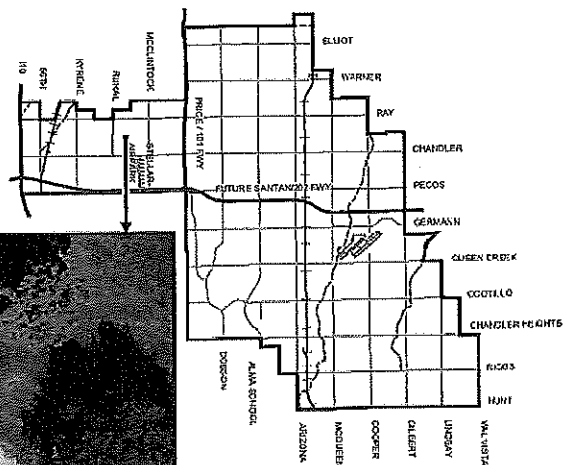


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Desert Breeze Well

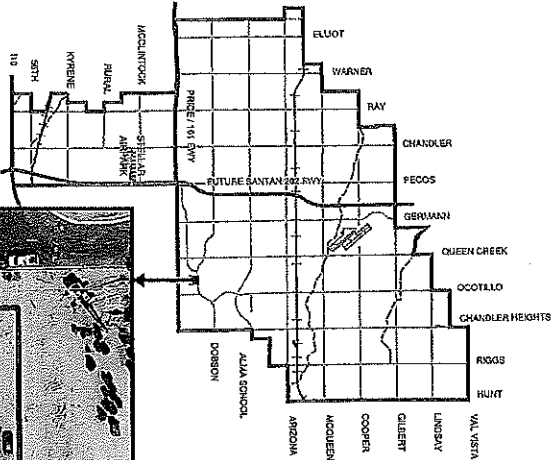
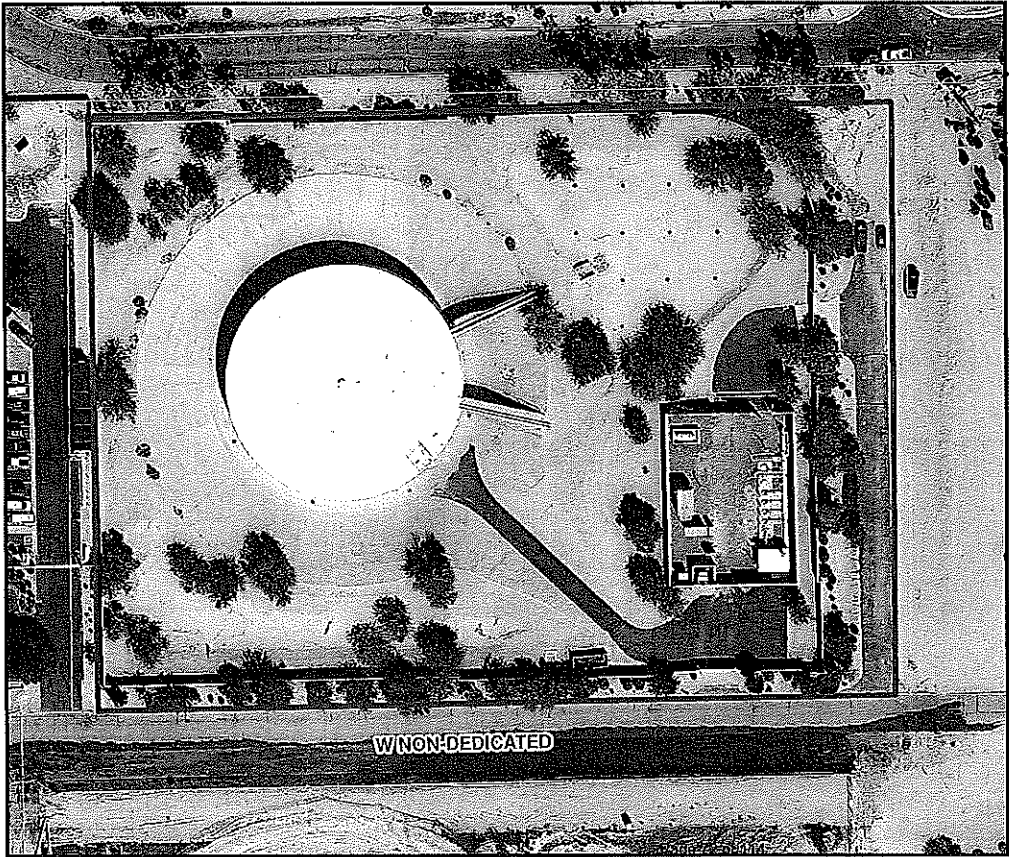


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Dobson South Water Production Facility

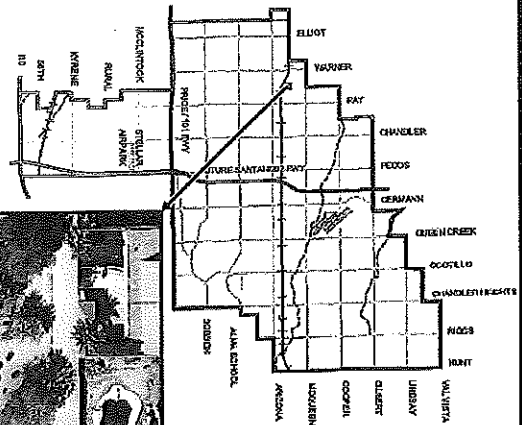
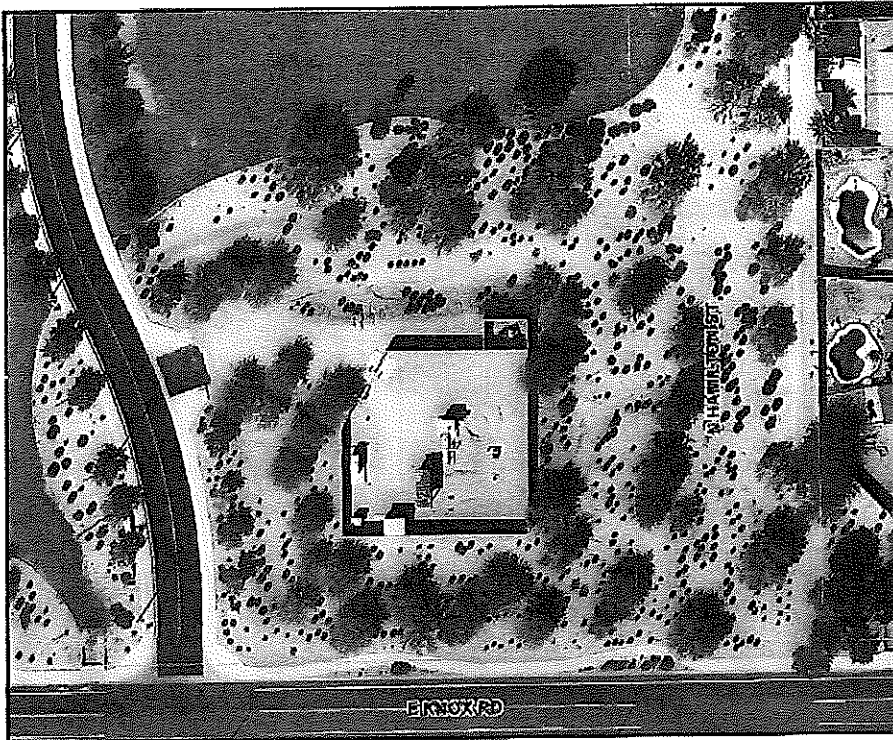


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East Knox Well

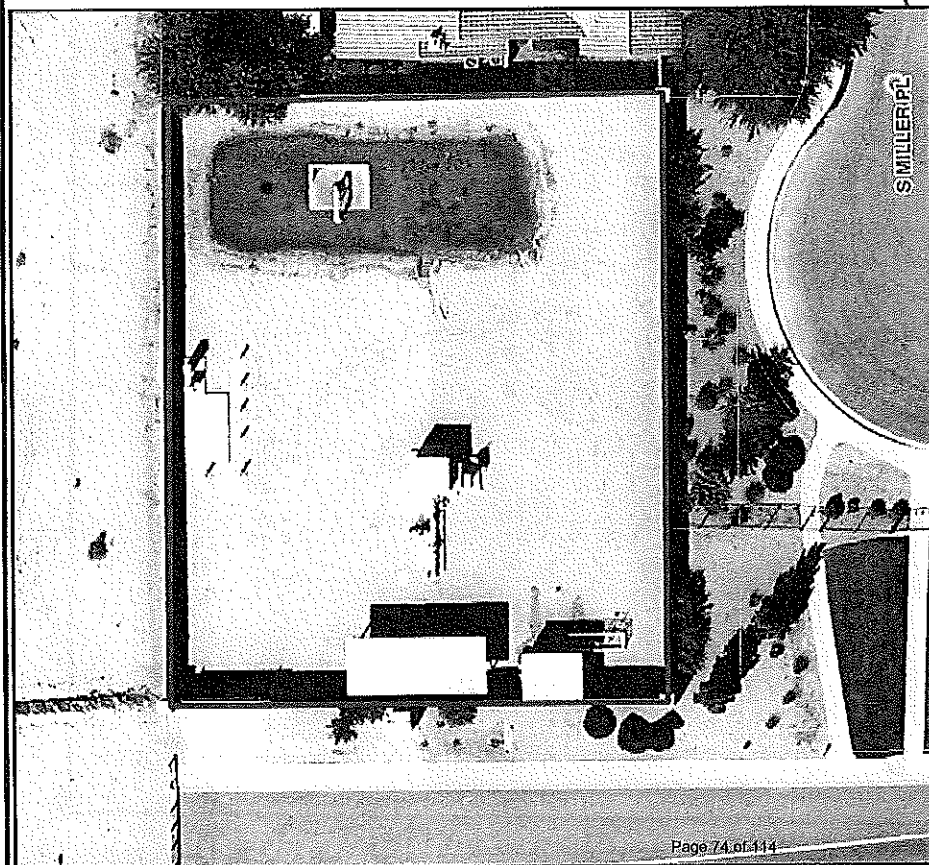
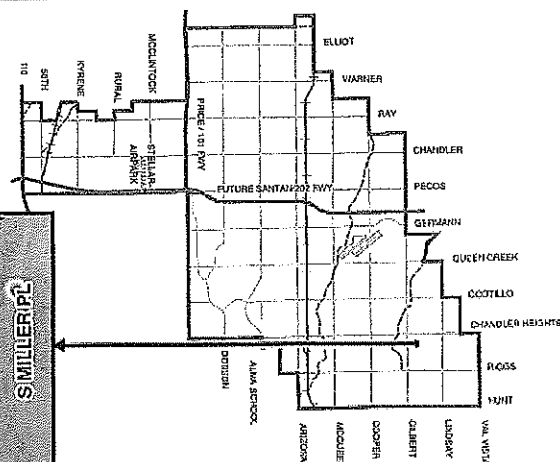


ChandlerGIS



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East Wood Well



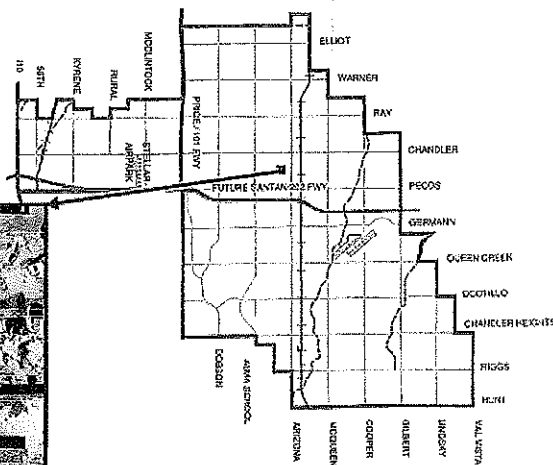
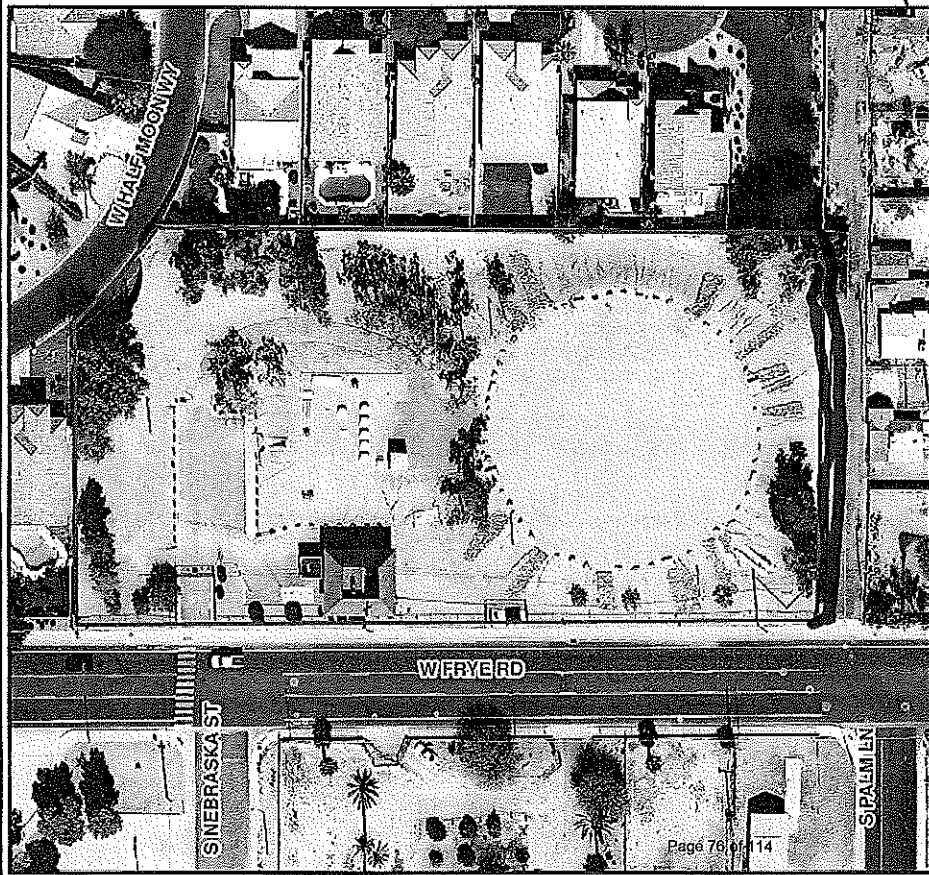
ChanG/S





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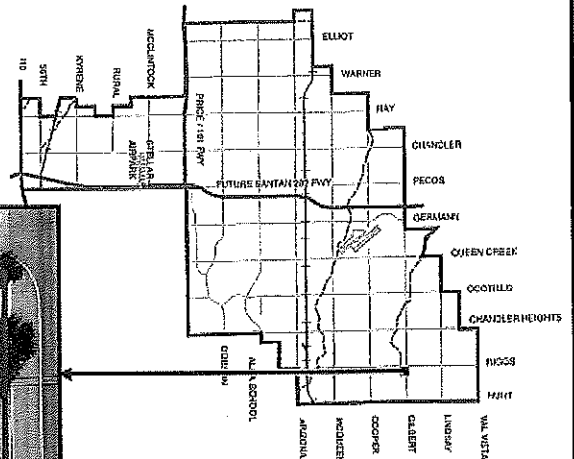
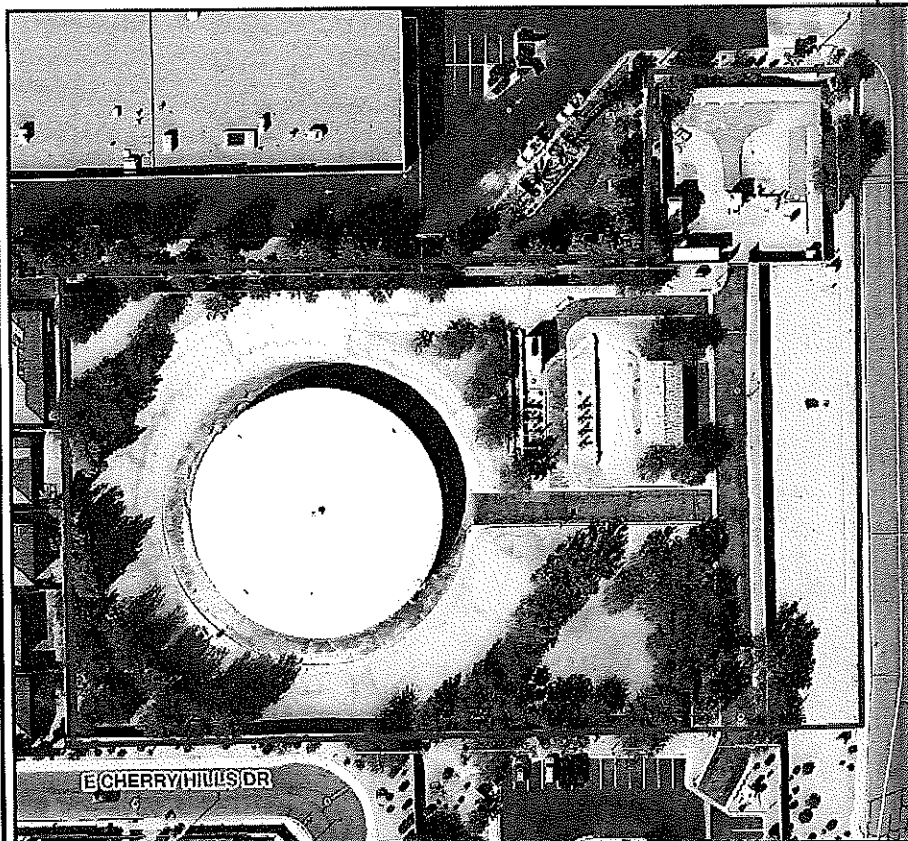
Frye Water Production Facility



ChanGIS



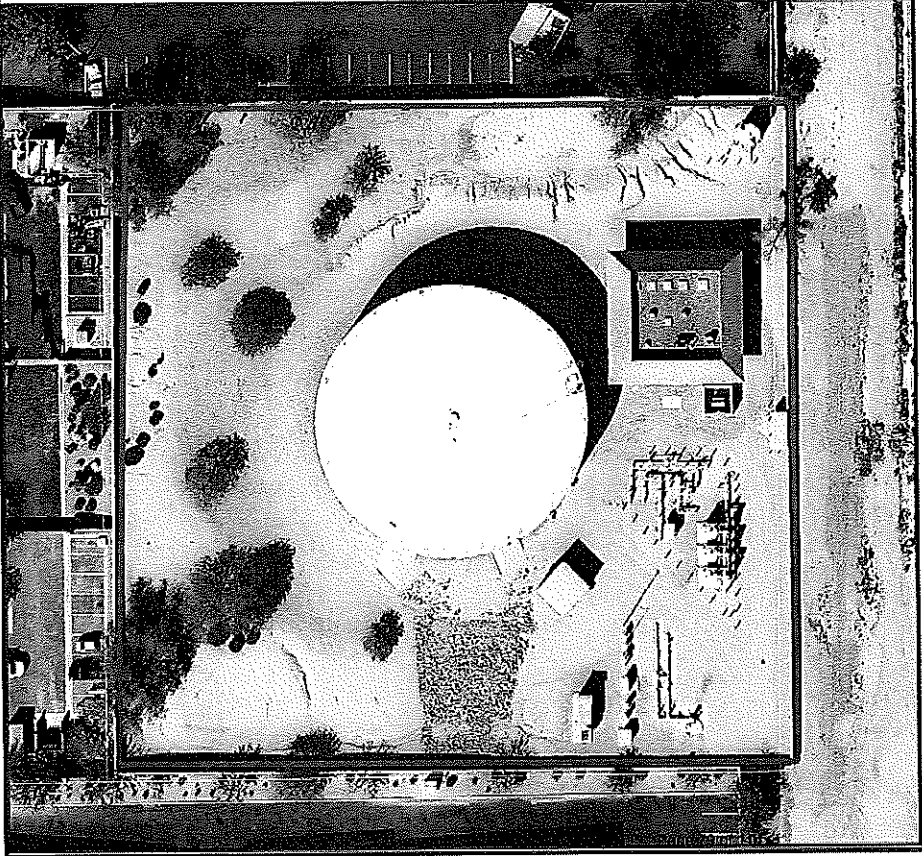
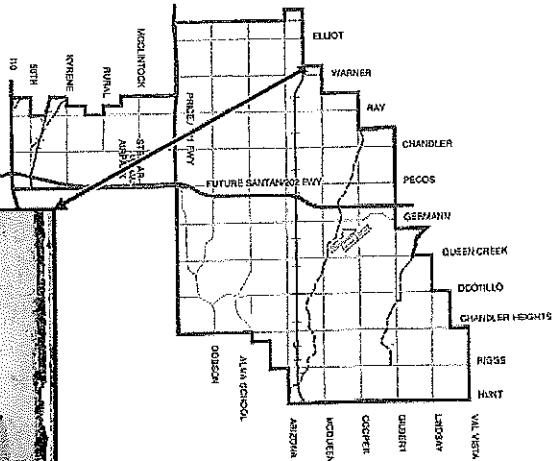
Gilbert Road Water Production Facility



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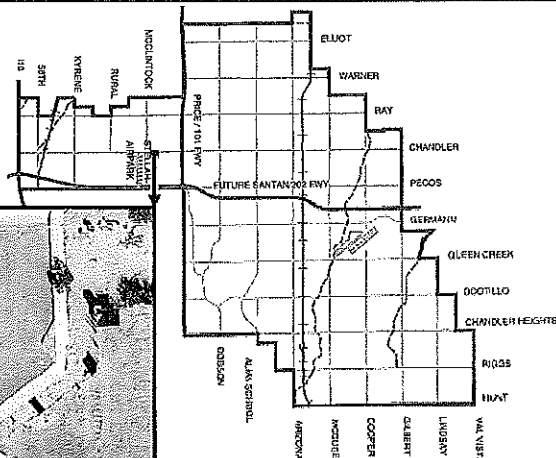
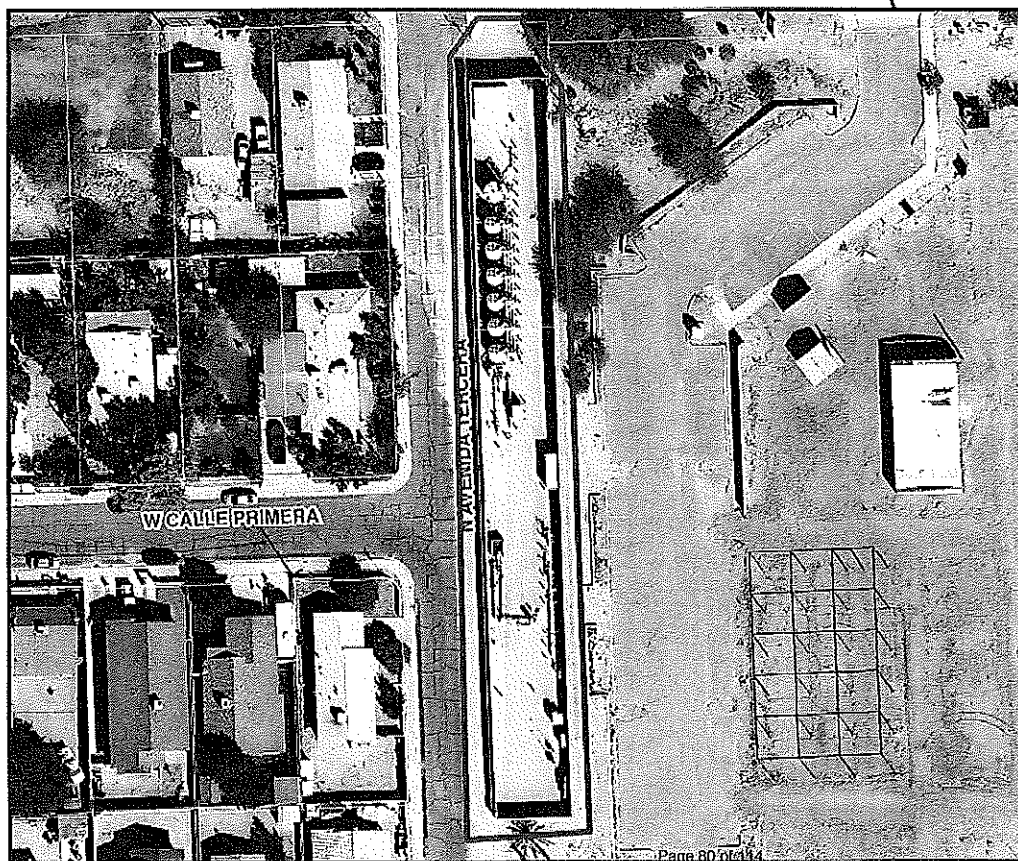


Hahn Water Production Facility



Changis

Hightown Well

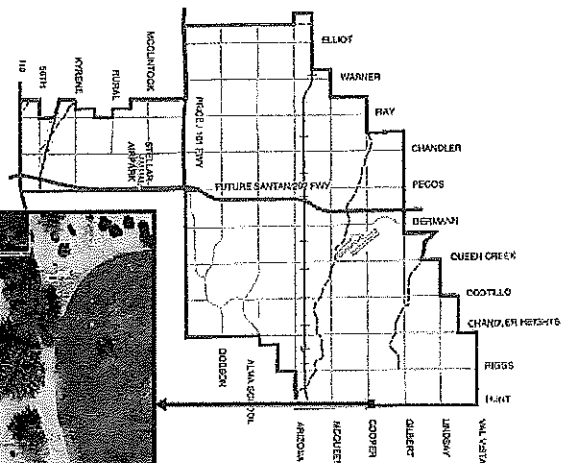


ChanG/S



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Hunt Highway Water Production Facility

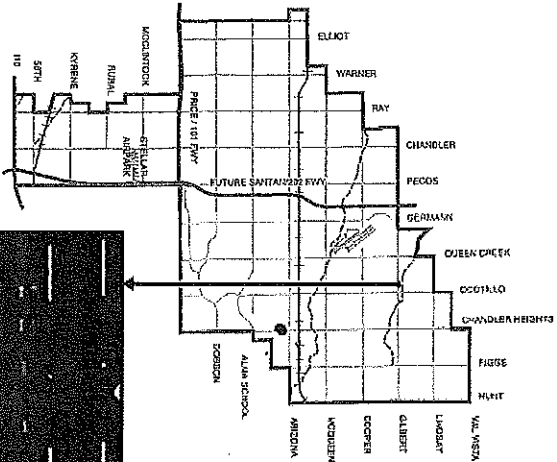


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Iris Well

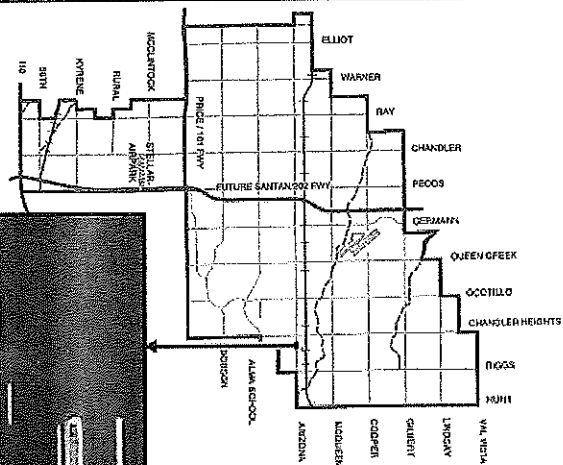


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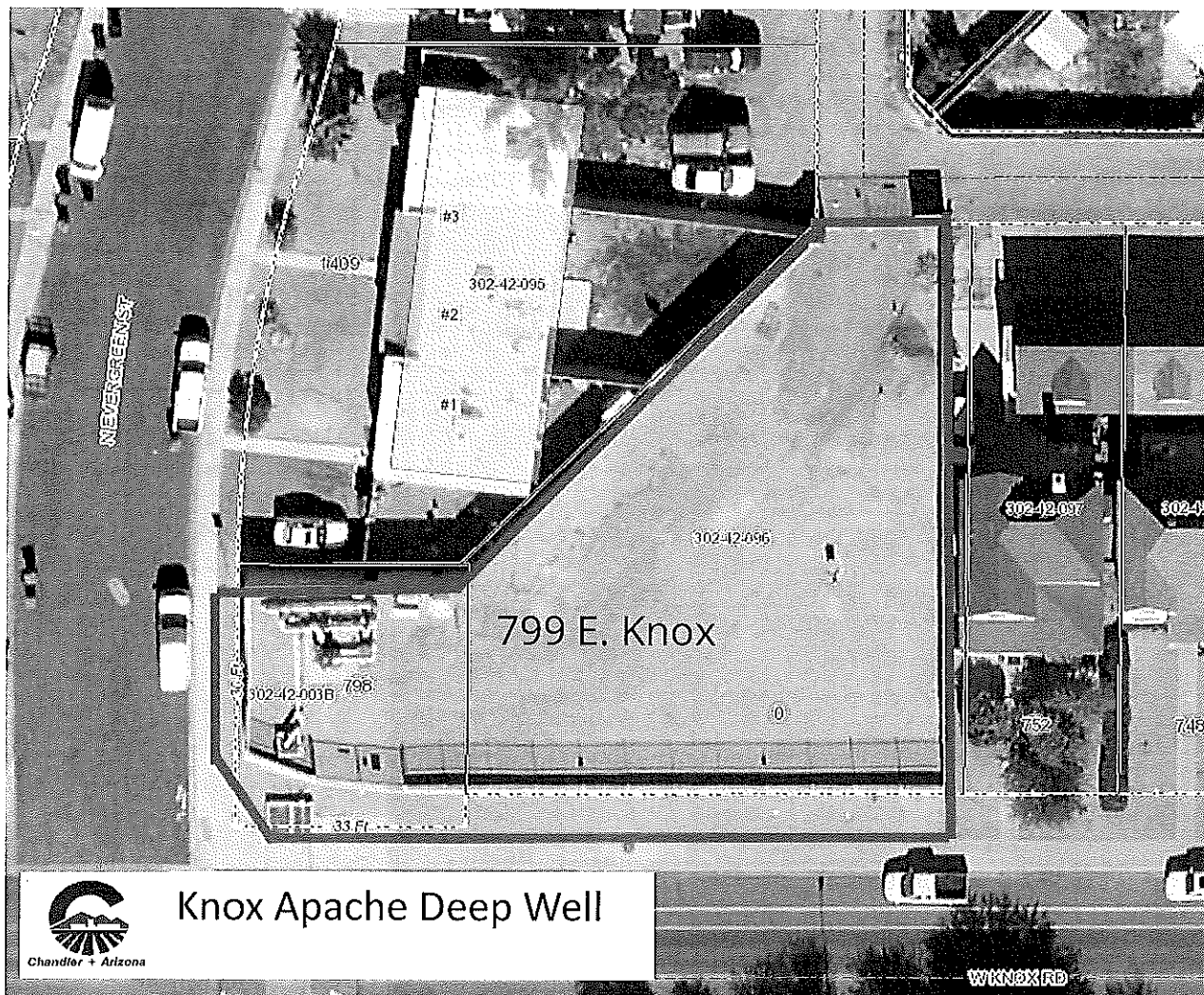


Chandler + Arizona

KBN Well



ChanGIS

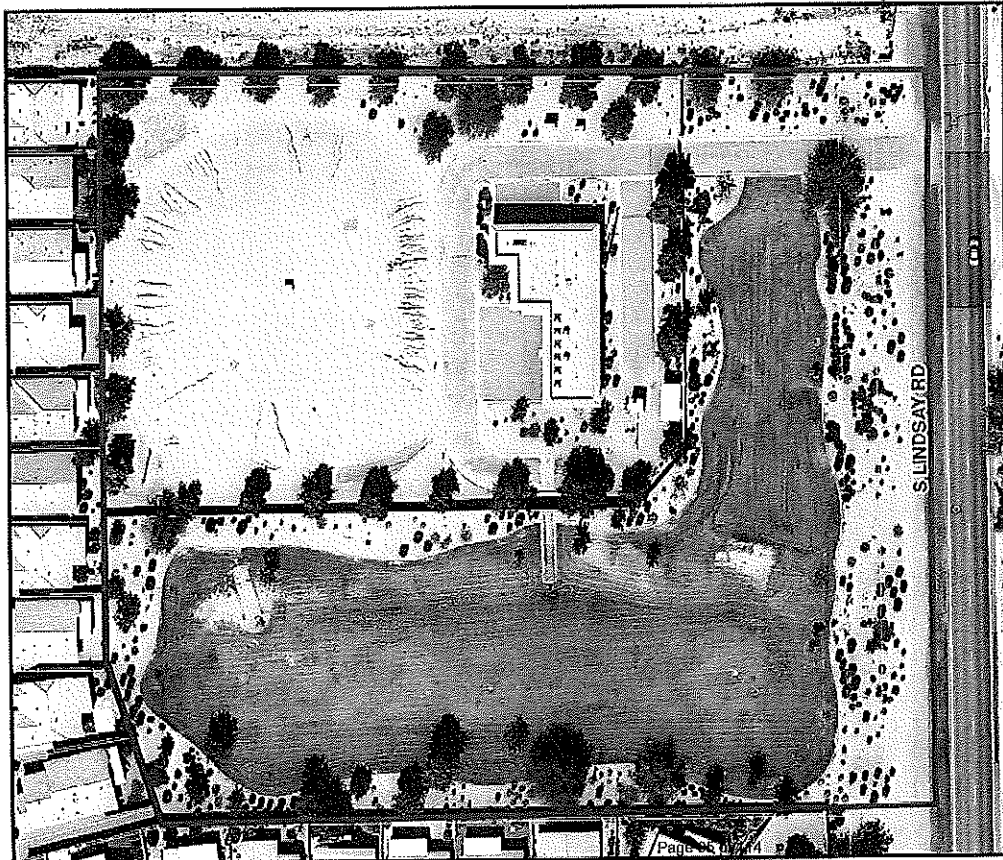
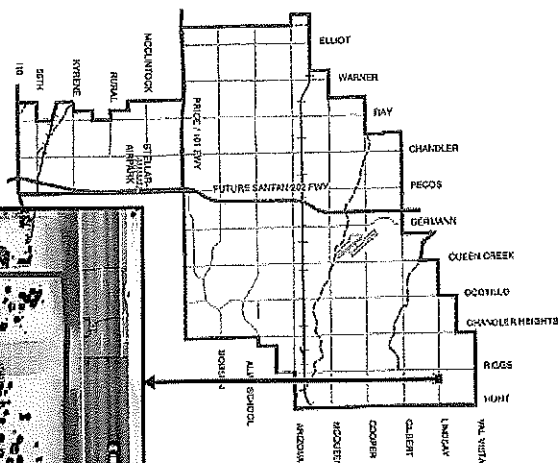


Knox Apache Deep Well



Chandler + Arizona

***Lindsay Road
Water Production Facility***



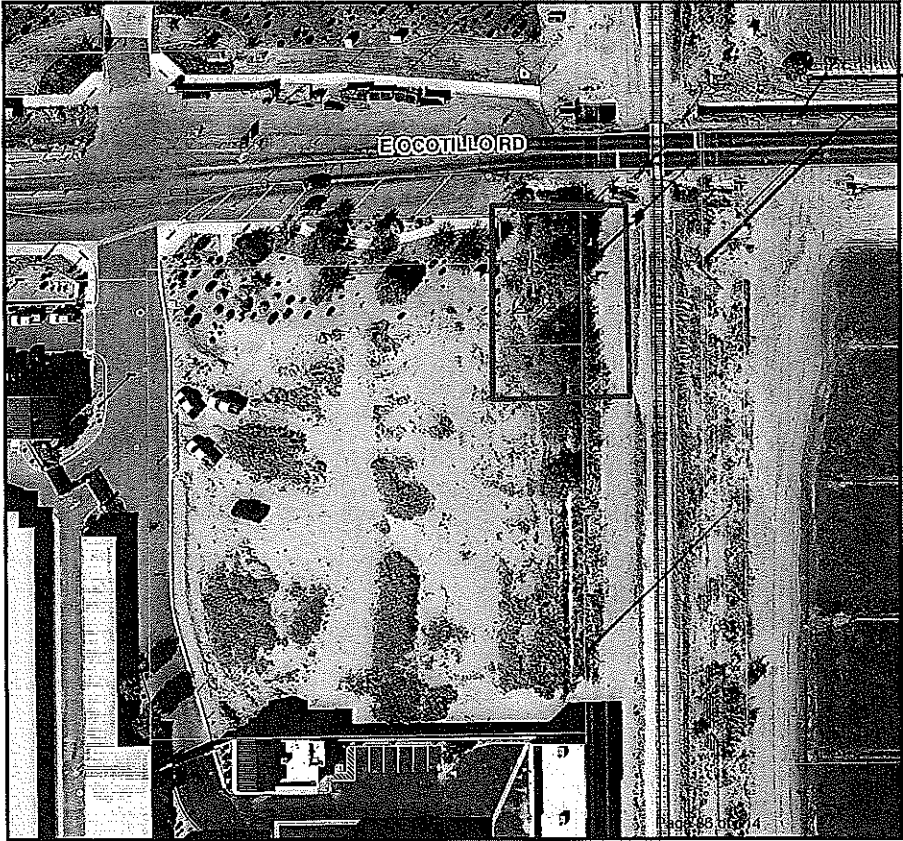
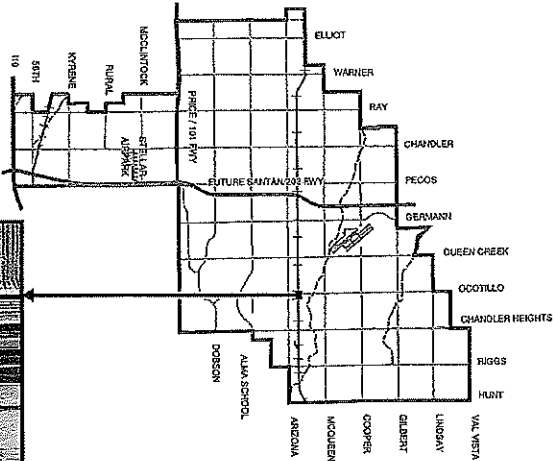
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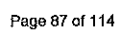
Chandler + Arizona

McDermott Well

297 E. Ocotillo



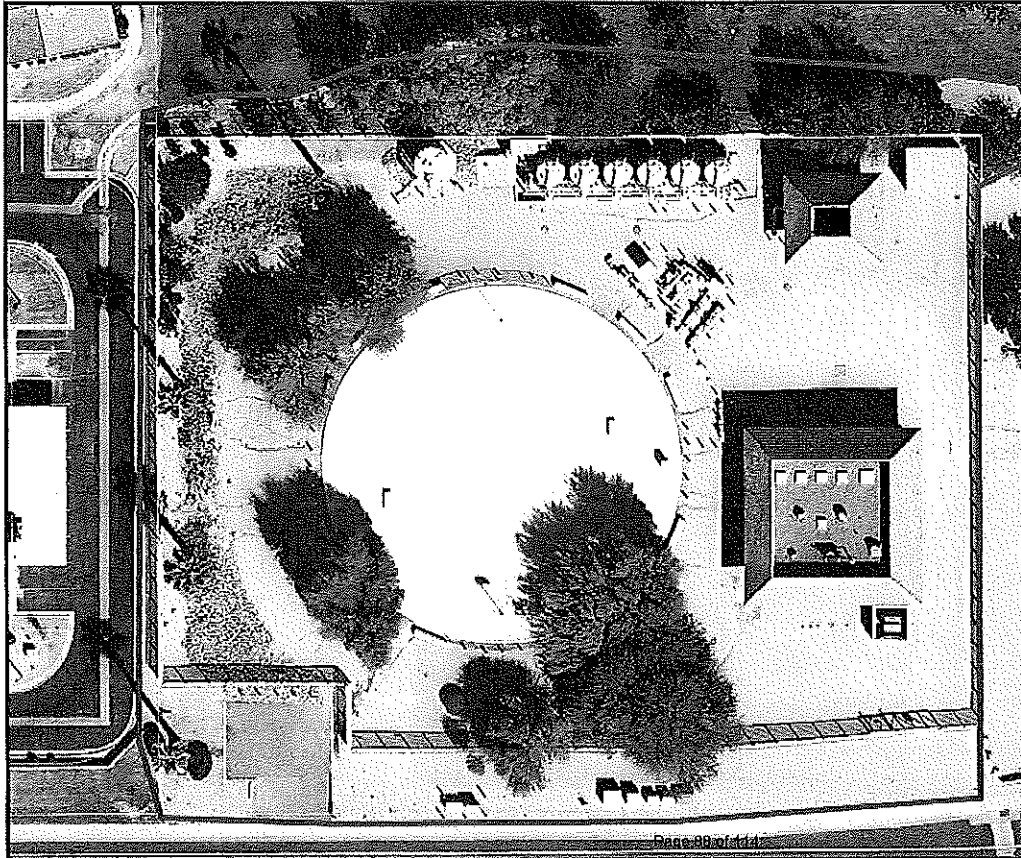
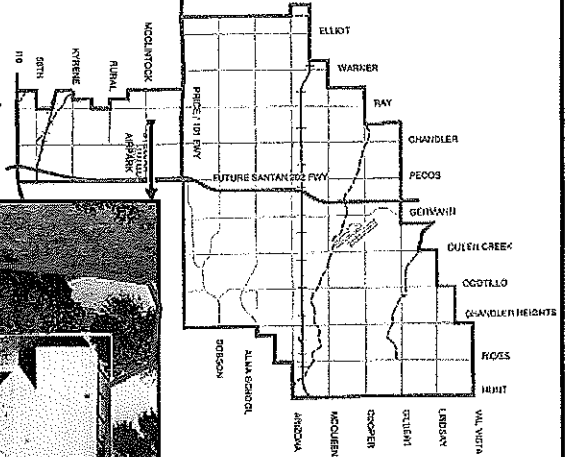
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Chandler + Arizona

Monterey Water Production Facility



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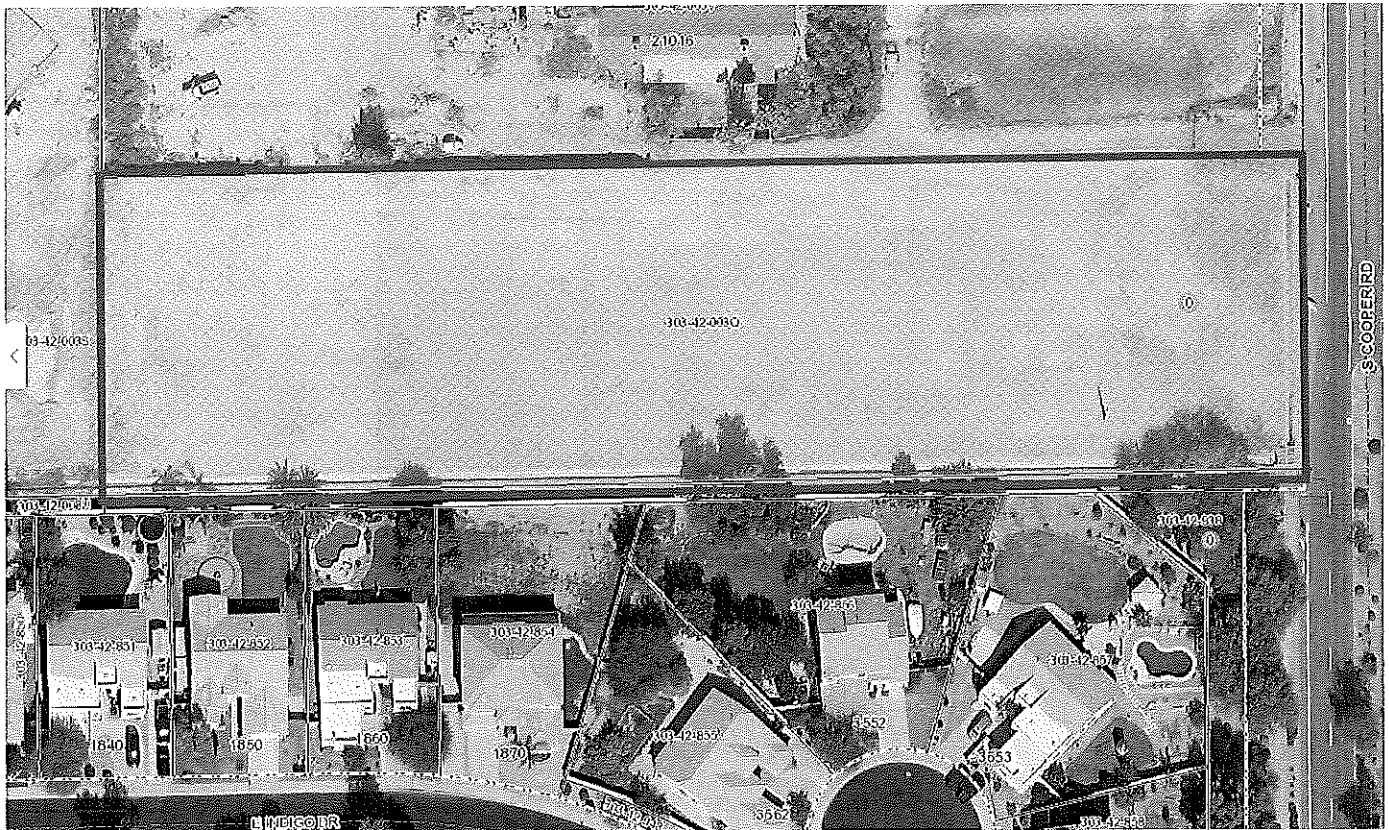


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NIGHTINGALE LOT

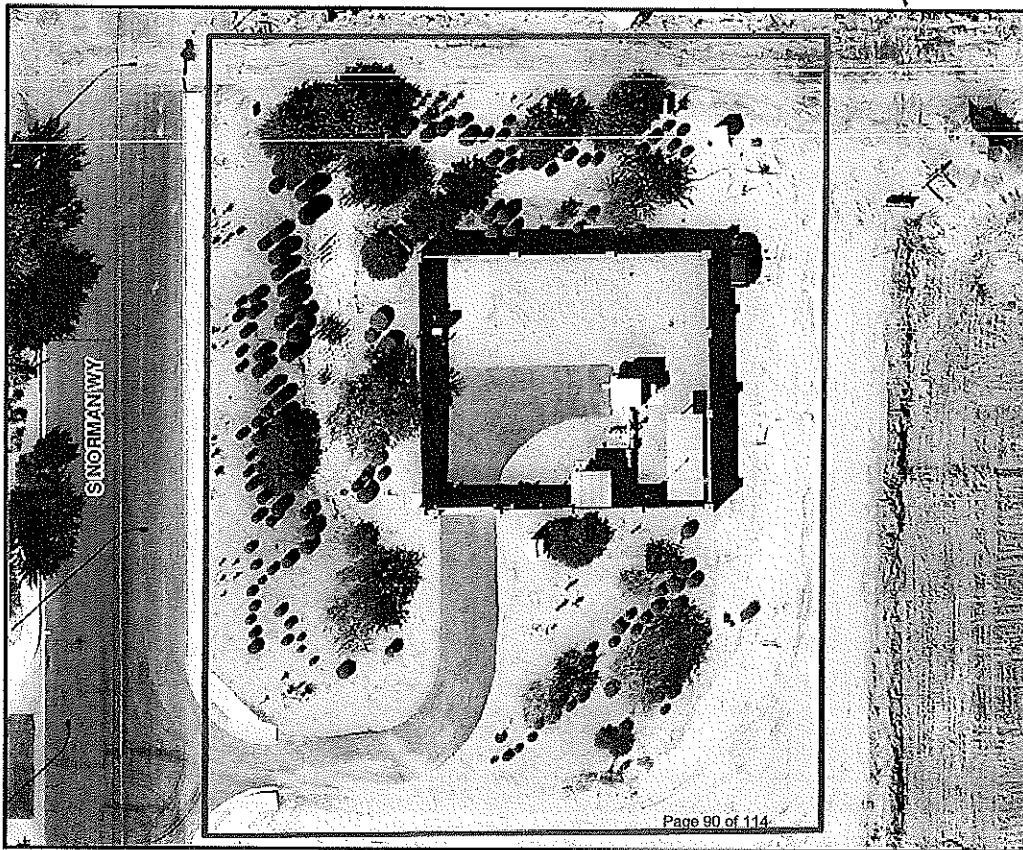
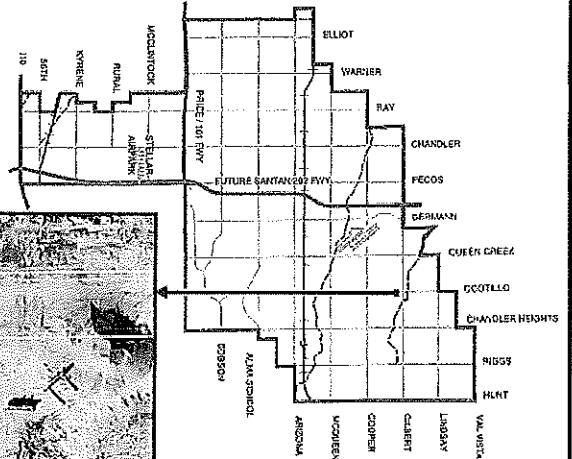
3494 S. Cooper Rd.





Chandler + Arizona

Norman Way Well

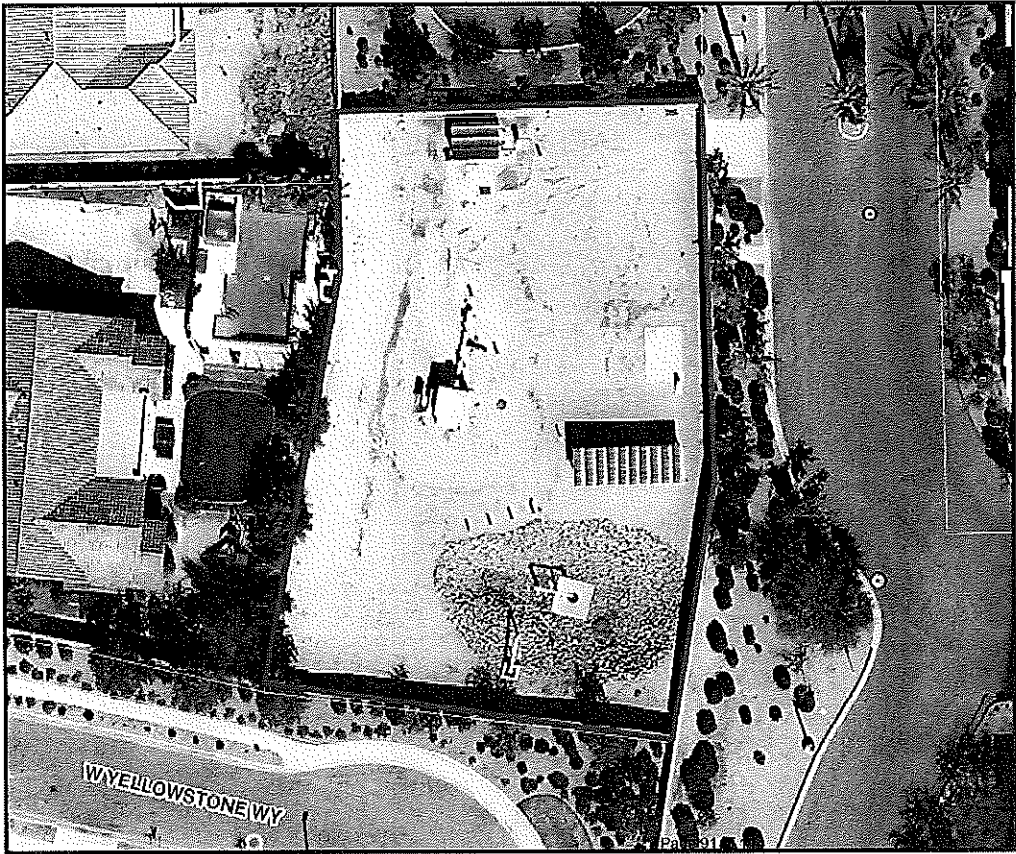
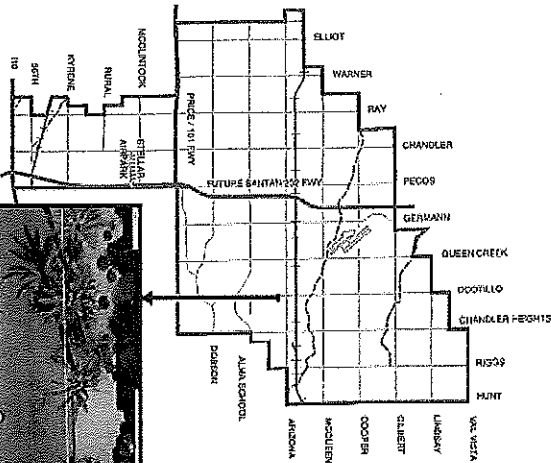


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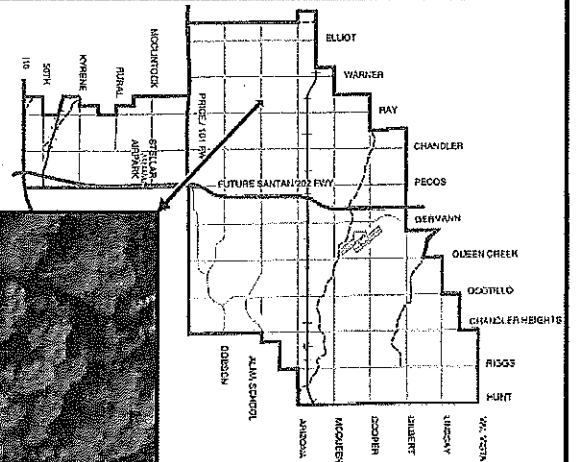
Ocotillo Road Well





Chandler + Arizona

Orchid Lane Well



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PENNINGTON WELL 403 S. Pennington

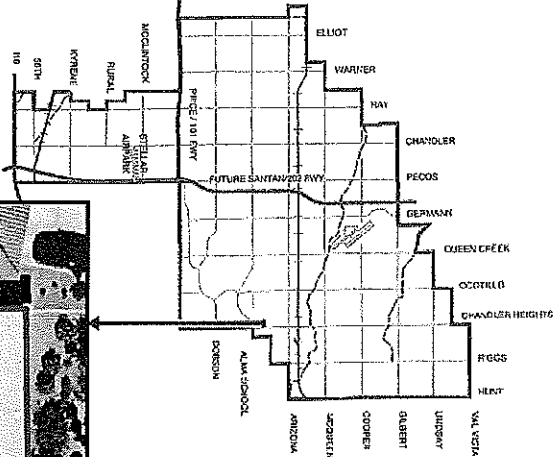
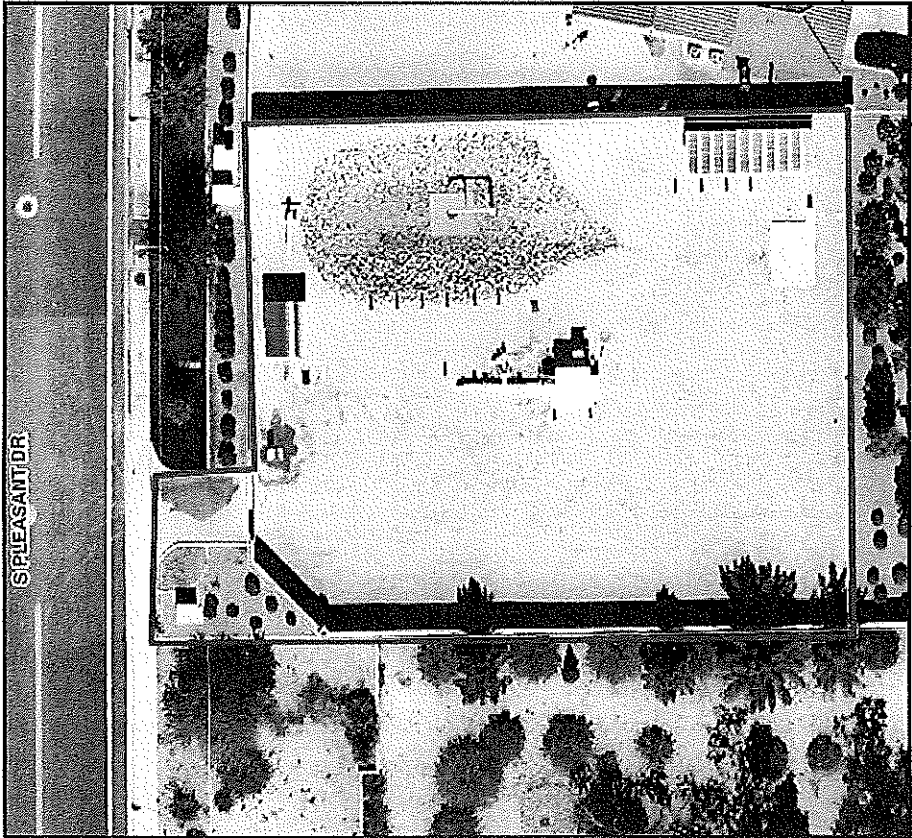


SRP



Chandler + Arizona

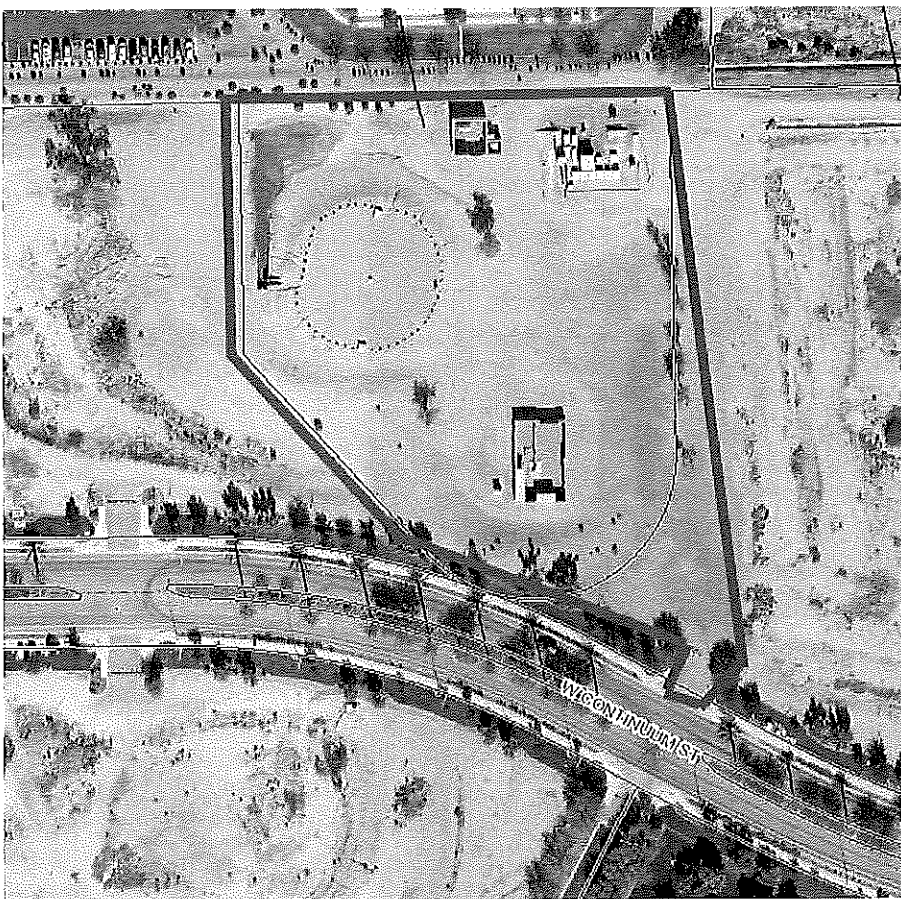
Pleasant Drive Well





PRICE SOUTH

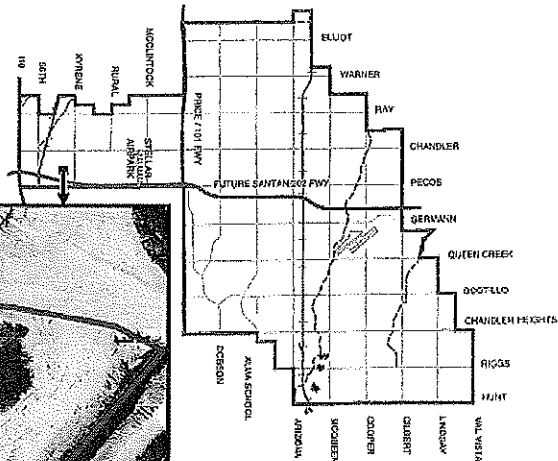
2499 S. Price Road





Chandler + Arizona

Roosevelt Water Production Facility



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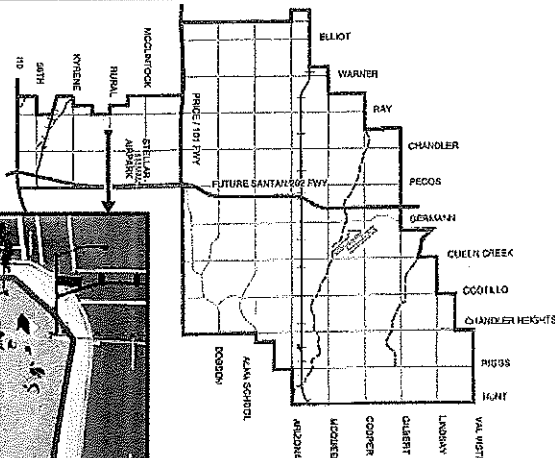
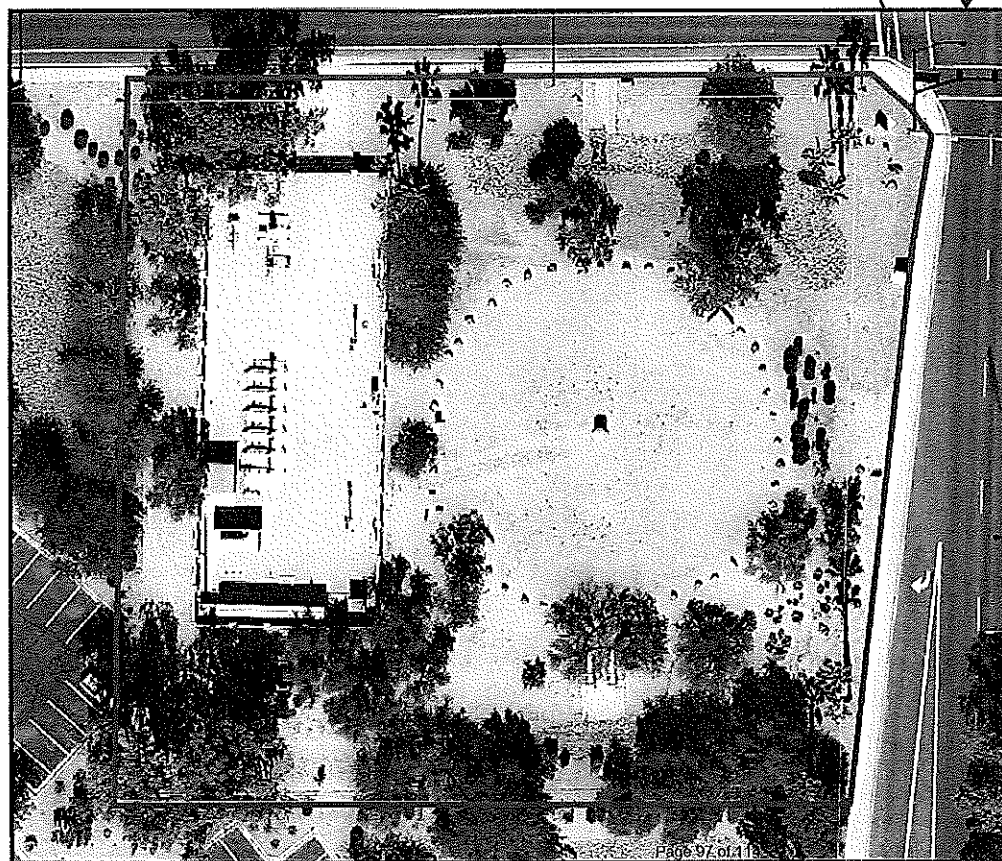


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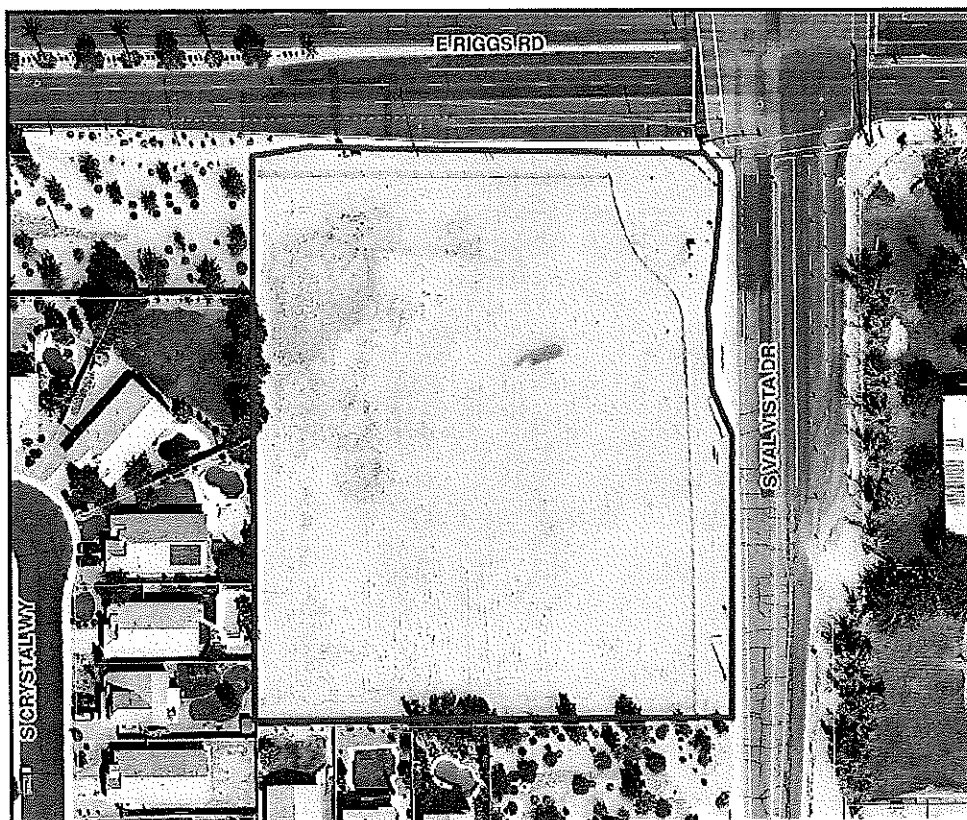
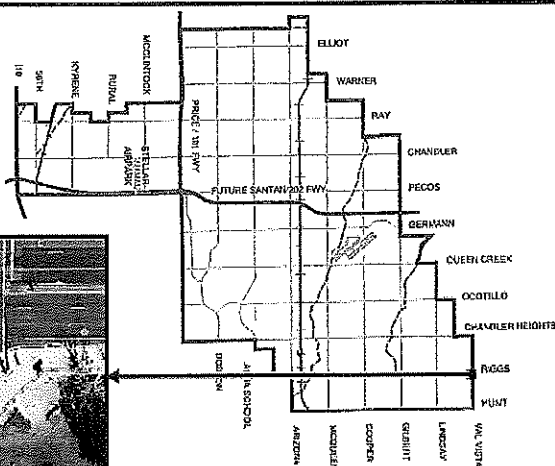
Rural Road Water Production Facility



ChangIS



Southeast Corner of Val Vista Dr. and Riggs Rd.





Warner Well

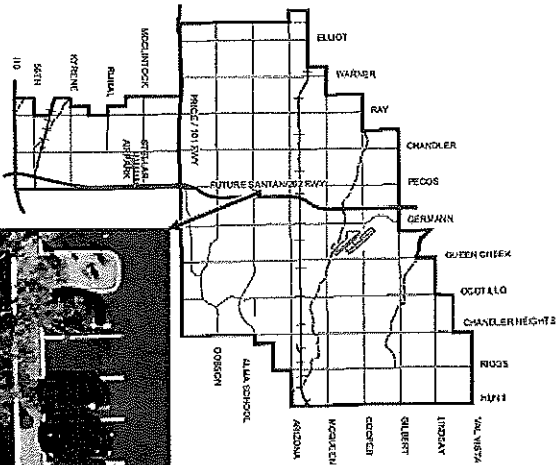
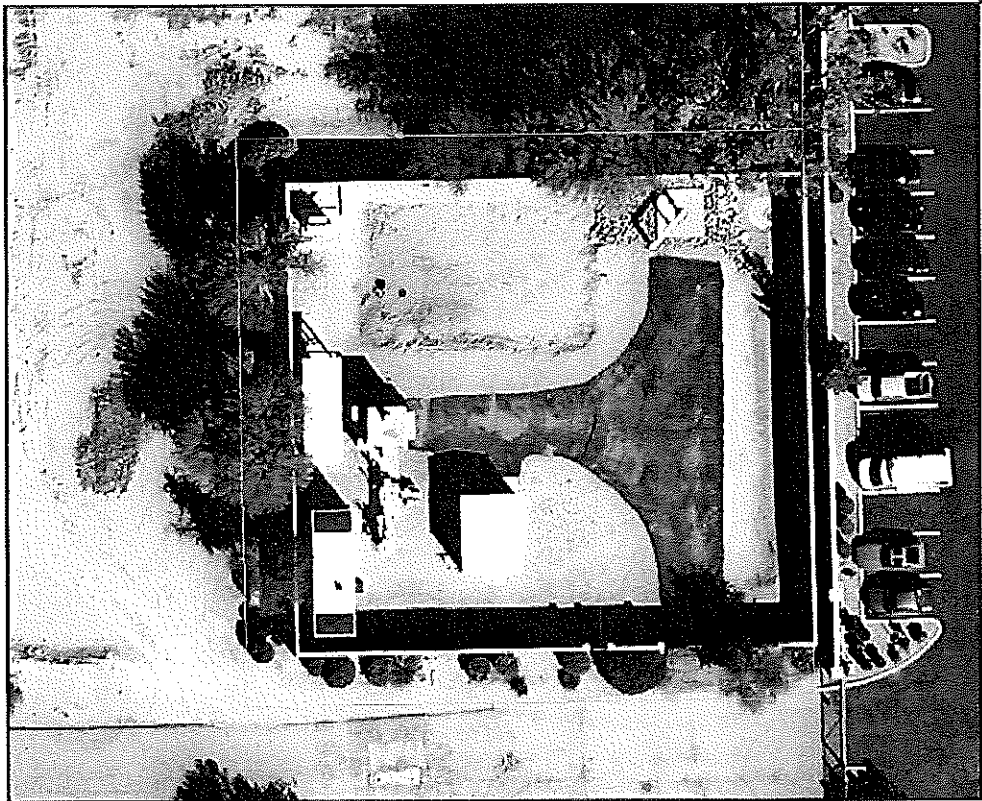
2181 E. Warner Rd.



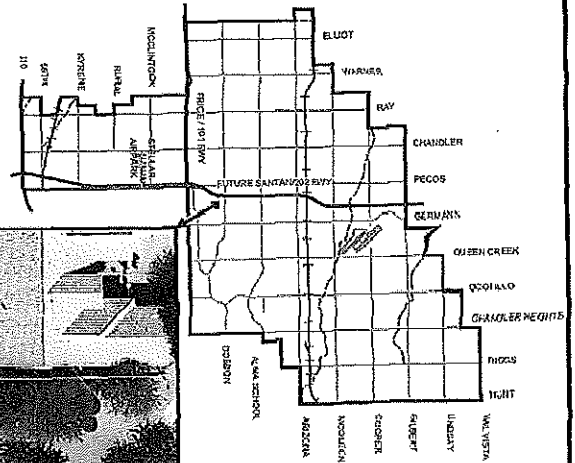


Chandler + Arizona

West Pecos Well

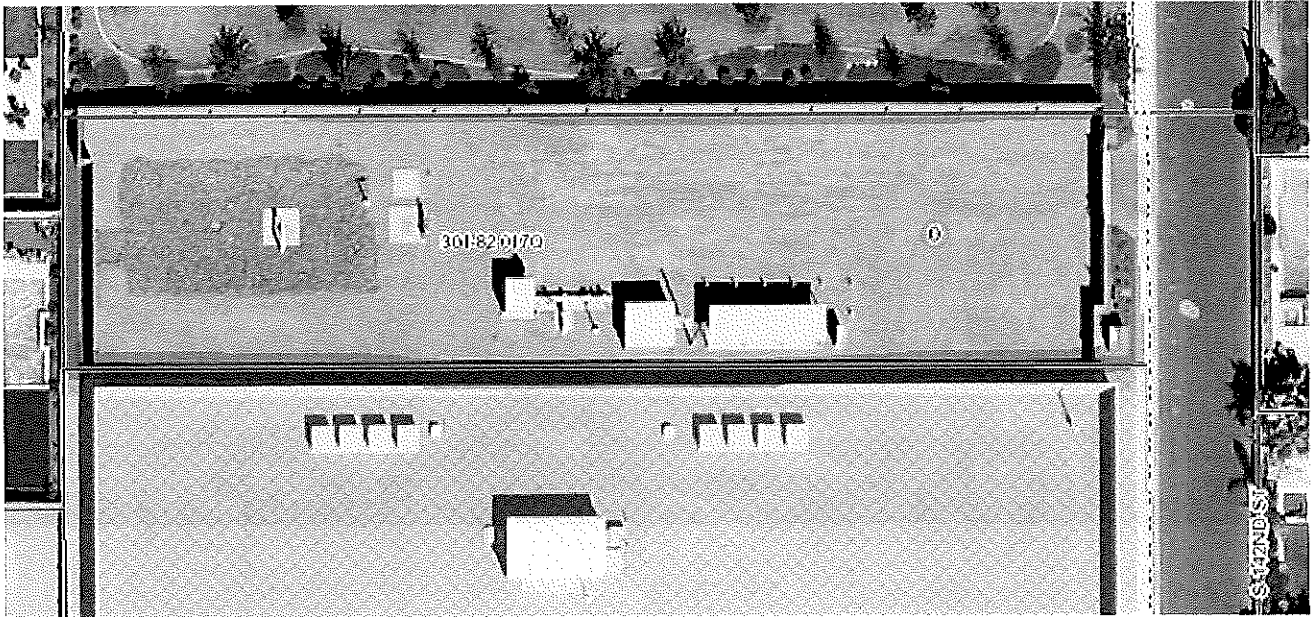


West Willis Well



ChenG/S

RIGGS WELL



Avalon Easement, item #50 under Water Production Facility

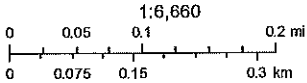


OCOTILLO WATER RECLAMATION FACILITY, 3333 S. OLD PRICE RD.



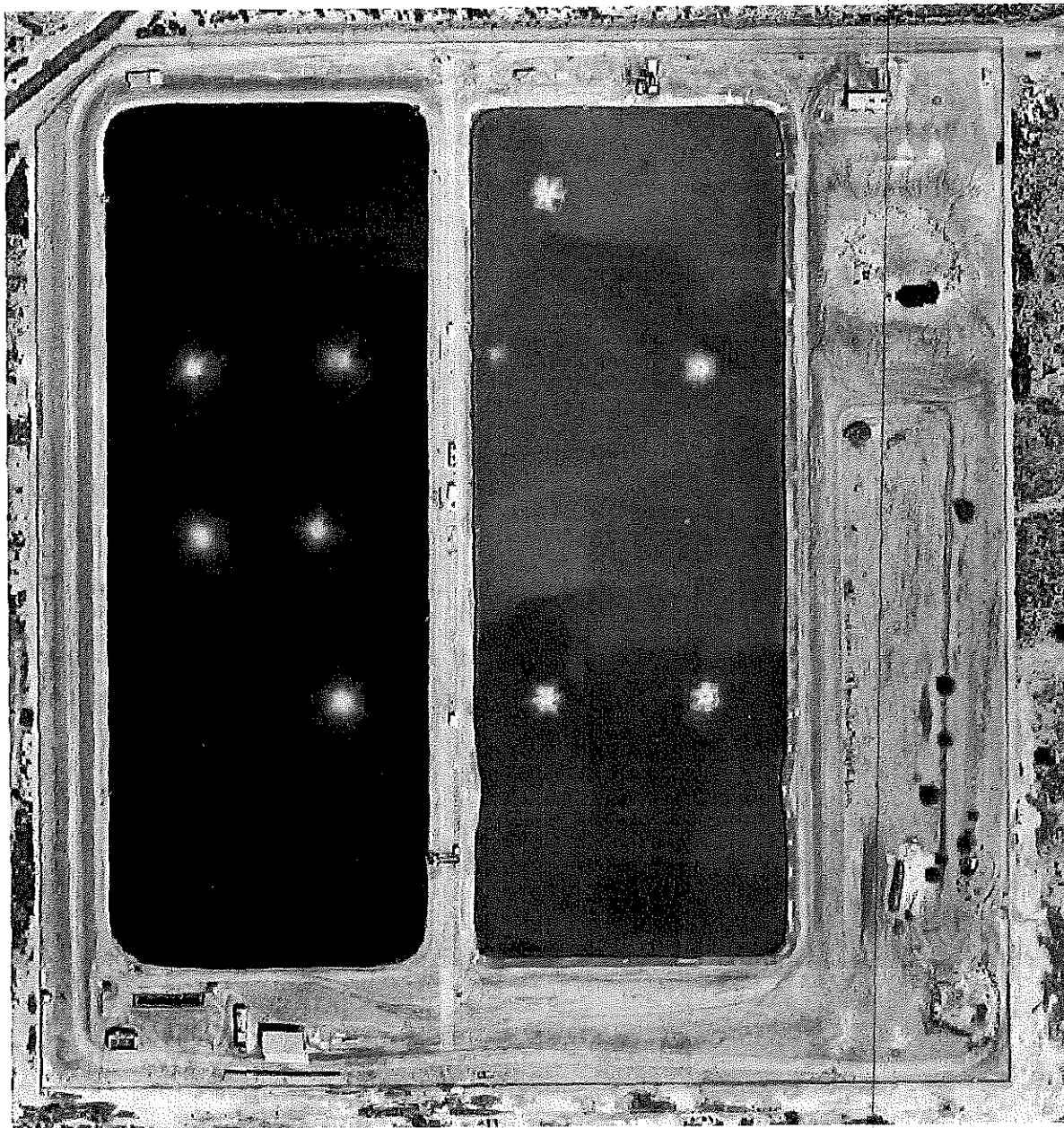
June 30, 2020

- | | | |
|--|---|--|
| ☐ Building | ☐ Chandler Jurisdiction Boundary | -- Street |
| ☐ Mobile Home Pad | ☐ Street Centerline | -- Alley |
| ☐ Parcel | ☐ Freeway | ☐ County Island |



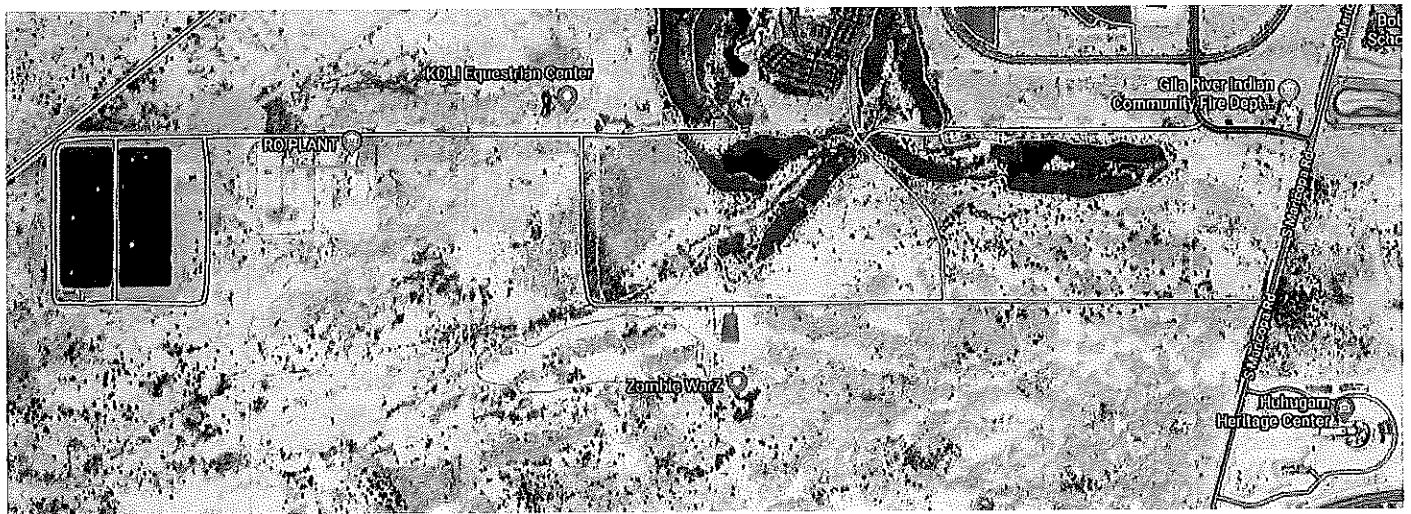
This map is a user generated static output from the City of Chandler Web Application for Mapping and is for general reference only. The City of Chandler IT Division makes no warranties, written or implied, regarding the information on this map. Data layers that appear on this map may not be accurate, current, or otherwise reliable.

LONE BUTTE



See next image for location on map

Lone Butte does not have a physical address. This image shows where it is located.



OCOTILLO ASR WELLS 10FT PERIMETER

Located just south of 3333 S. Old Price Rd. Location





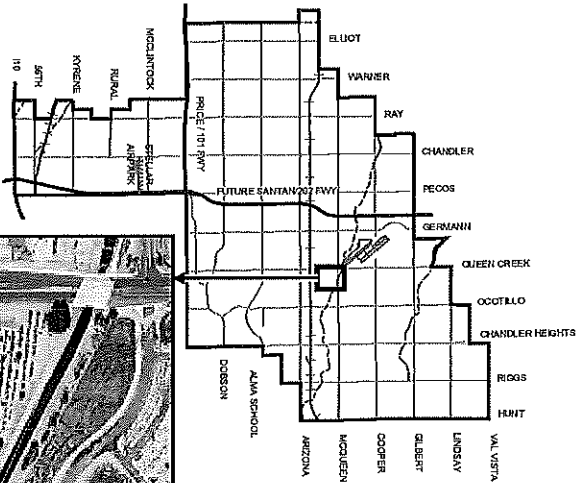
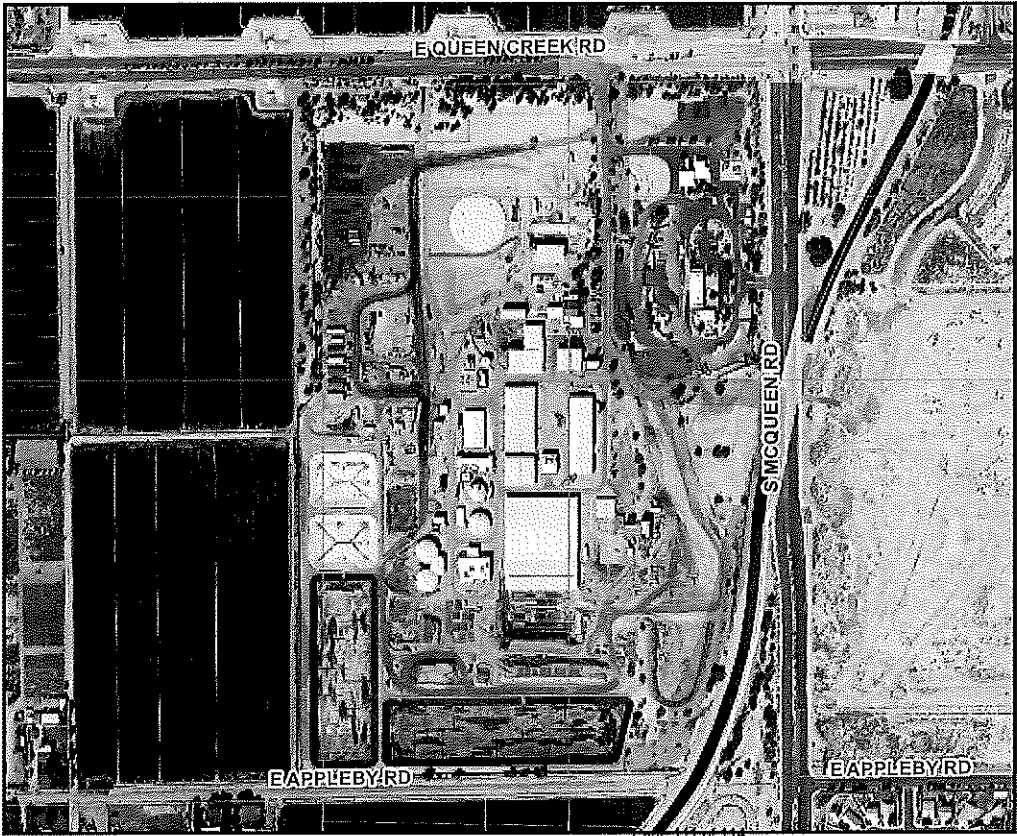
OCOTILLO BRINE REDUCTION FACILITY AND EMERGENCY RETENTION BASIN

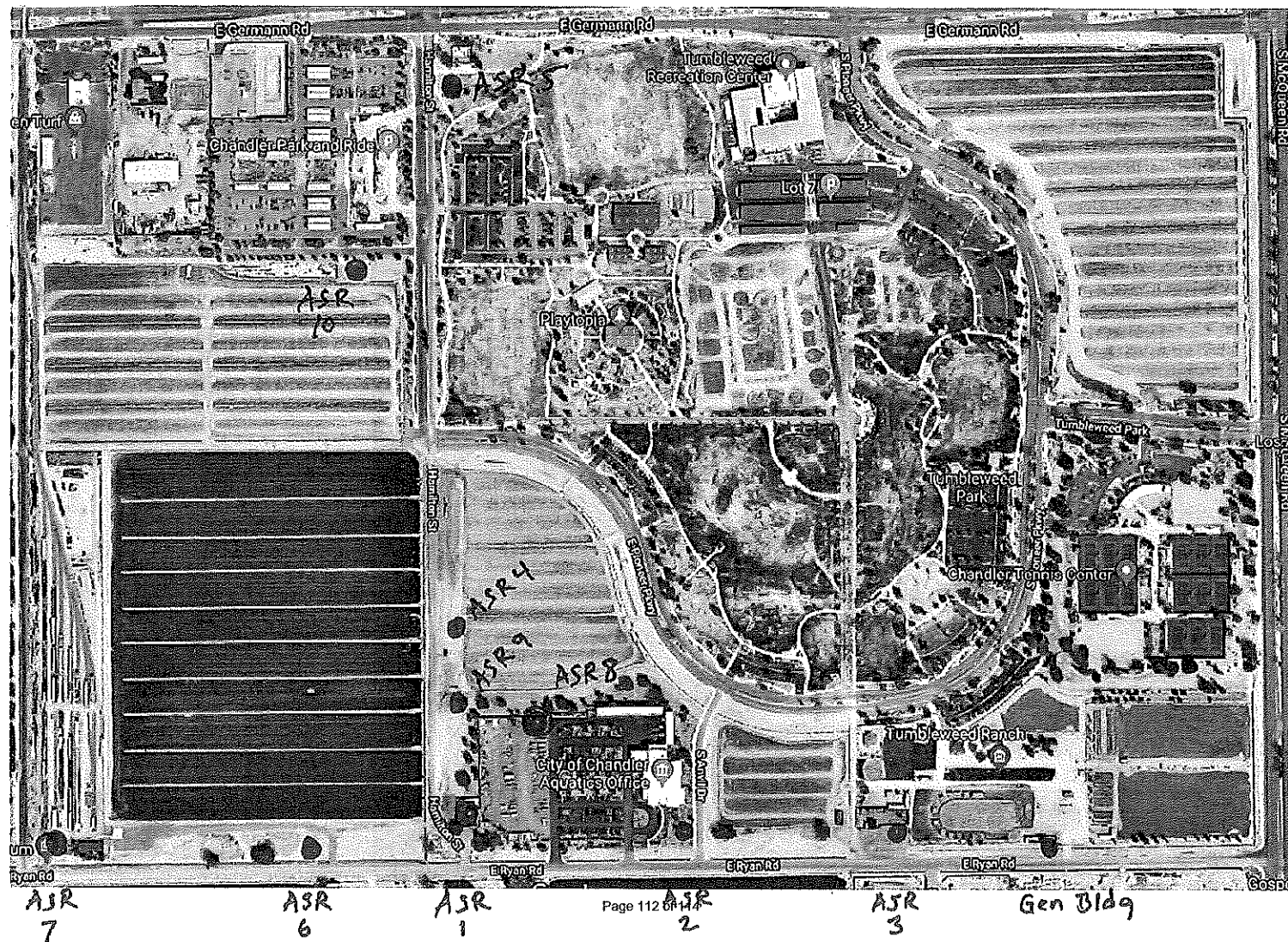


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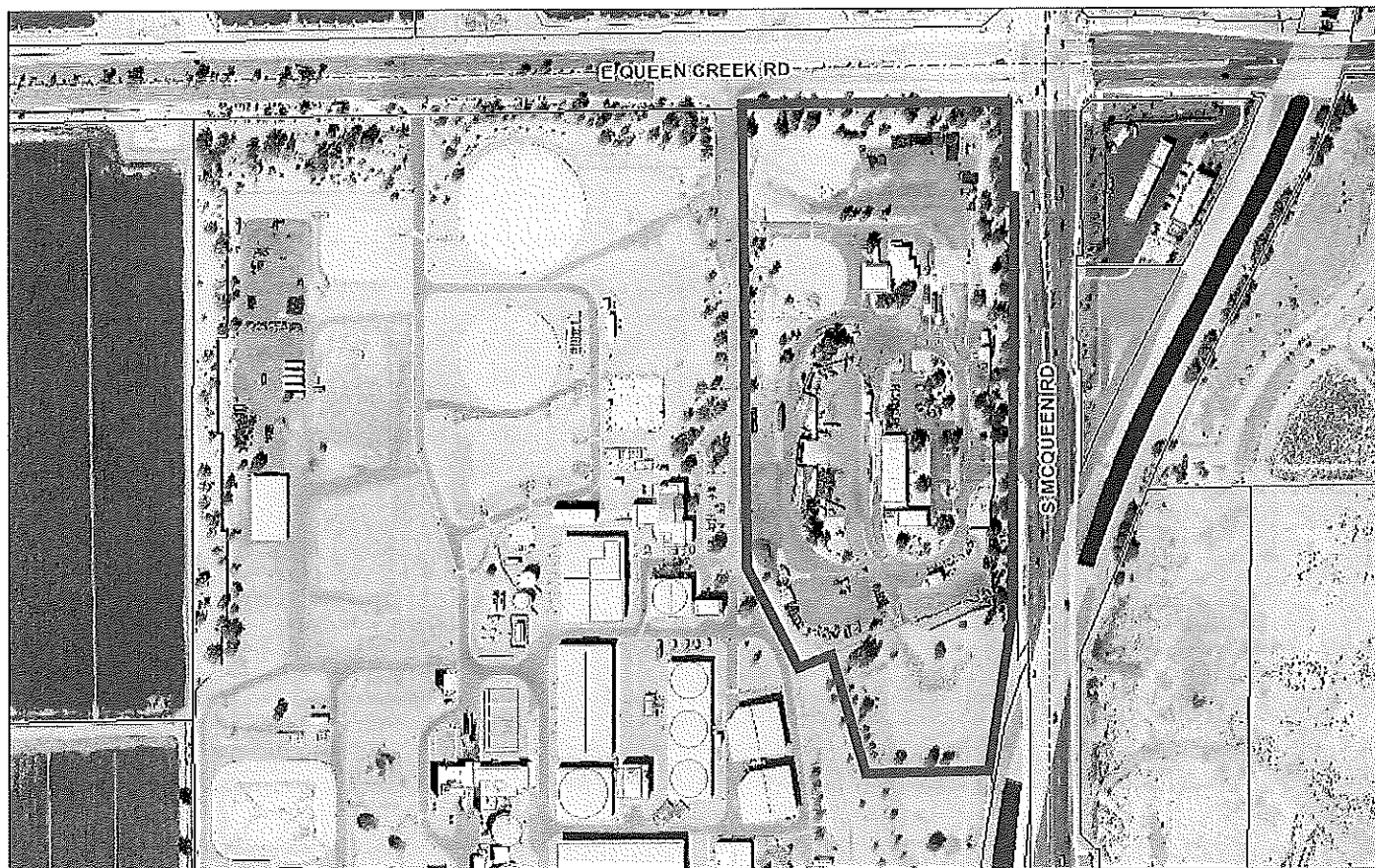


**Airport Water
Reclamation Facility**
905 E. Queen Creek Rd.

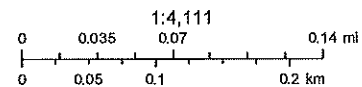




955 E Queen Creek Solid Waste Services

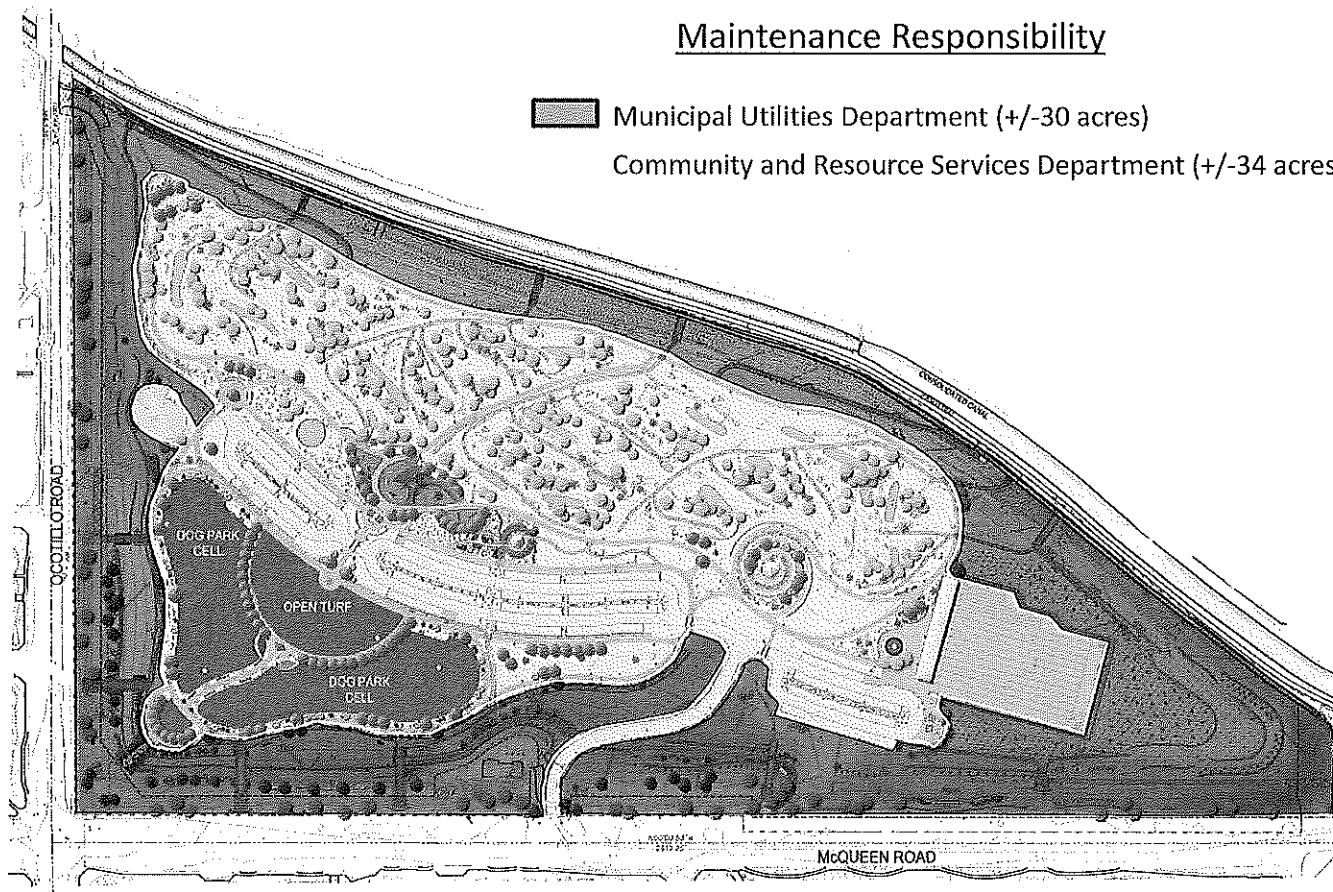


May 20, 2019



Maintenance Responsibility

-  Municipal Utilities Department (+/-30 acres)
Community and Resource Services Department (+/-34 acres)



PASEO VISTA RECREATION AREA

