



City Clerk Document No. _____

City Council Meeting Date: October 19, 2023

**CITY OF CHANDLER SERVICES AGREEMENT
PARK MOWING SERVICES
CITY OF CHANDLER AGREEMENT NO. CS4-988-4668**

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 _____, 2023 (Effective Date).

RECITALS

- A. City proposes to provide park mowing 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 November 1, 2023, and ends on October 31, 2024 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

4.1 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 \$589,004. 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.

4.2 Applicable Taxes. The Contractor will pay all applicable taxes. The City is subject to all applicable state and local transaction privilege taxes. To the extent any state and local transaction privilege taxes apply to sales made under the terms of this Agreement, it is the responsibility of the Contractor to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.

4.3 Tax Indemnification. The Contractor and all subcontractors will pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. The Contractor will and require all subcontractors to hold the City harmless from any responsibility for taxes, damages, and interest, if applicable, contributions required under Federal, state, and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security, and Worker's Compensation.

4.4 All prices offered herein shall be firm against any increase for the initial term of the Agreement. Prior to commencement of subsequent renewal terms, the City may approve a fully documented request for a price adjustment. The City shall determine whether any requested price increases for extension terms is acceptable to the City. If the City approves the price increase, the price shall remain firm for the renewal term for which it was requested. If a price increase is agreed upon by the Parties a written Agreement Amendment shall be approved and executed by the Parties.

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	For the Contractor
Name: Raquel McMahon	Name: Jose Hernandez
Title: Procurement Officer	Title: President
Address: 175 S. Arizona Ave. Chandler, AZ 85225	Address: P.O. Box 2320 Chandler, AZ 85244
Phone: 480-782-2407	Phone: 480-821-4966
Email: raquel.mcmahon@chandleraz.gov	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 Forced Labor of Ethnic Uyghurs Prohibited. By entering into this Agreement, Contractor certifies and agrees Contractor does not currently use and will not use for the term of this Agreement: (i) the forced labor of ethnic Uyghurs in the People's Republic of China; or (ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (iii) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

5.23 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.

5.24 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.

5.25 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.

5.26 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.

5.27 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.

5.28 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.

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

5.30 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.

5.31 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.

5.32 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.

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

5.34 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.

5.35 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.

5.36 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.

5.37 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.

5.38 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.

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

- Exhibit A - Project Description/Scope of Services
- Exhibit B - Compensation and Fees
- Exhibit C - Insurance Requirements
- Exhibit D - Special Conditions

5.40 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.

5.41 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.

5.42 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.

5.43 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.

5.44 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.

5.45 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.

5.46 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.

5.47 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

Its: president

APPROVED AS TO FORM:

By: _____
City Attorney 

ATTEST:

By: _____
City Clerk

EXHIBIT A TO AGREEMENT SCOPE OF SERVICES

GENERAL INFORMATION

Contractor will provide Mowing Services at the sites listed in accordance with the specifications listed herein.

GENERAL VENDOR QUALIFICATIONS

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

The Contractor, 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.

The Contractor shall 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 SHALL 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.

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 a licensed landscape CONTRACTOR and licensed by the Registrar of Contractors. CITY is requiring the CONTRACTOR to have a qualifying party during the term of the contract, with an A-21 license with the Registrar of Contractors as well as a qualifying party with a B-3 and B-5 license with the Office of Pest Management (<http://www.sb.state.az.us/LicCatDefConv.php>). The specifications listed herein are the *minimum requirements* and are intended to govern this Agreement. The CITY reserves the right to evaluate variations from these specifications.

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.

The CITY reserves the right to add or deduct sites from the contract. As additional facilities are built within the 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 Agreement requirements. CONTRACTOR shall list all equipment to be used on this Agreement on Exhibit D attached.

Maps for all sites are attached.

- 1.1 **MOWING REQUIREMENTS:** CONTRACTOR shall mow and edge grass areas to approximately one and one-half to two inches (1½" to 2") in height. Uneven cuts, scalping, and varying heights will be considered unsatisfactory to CITY standards. CONTRACTOR may be penalized up to the full cost of the mowing for failure to comply. Turf areas shall be mowed and edged every fourteen (14) days during November through February. Turf areas shall be mowed and edged three (3) times during March and October. Turf areas shall be mowed and edged every seven (7) days during the months of April through September. Failure to mow turf within this time period will result in non-payment for that week.

Summer months – April 1 – September 30

Fall / Spring months – March and October

Winter months – November 1 – February 29

All mowing tasks initiated in parks shall be completed during the same working day. Parks with large turf areas may be split between multiple days; however, any section where mowing is initiated must be completed (mowing, edging, hard surface sweeping, blowing of walks, and planters of grass & debris) during the same working day.

Trash in the turf areas. Park staff is responsible for trash removal in CITY parks. All efforts shall be made to remove litter in turf areas before mowing. Mowing of litter is unacceptable. If litter is found in turf areas before mowing, CONTRACTOR shall be responsible for removing this litter prior to the mowing operation.

Park turf areas identified and scheduled for mowing per the CONTRACTOR and/or agreed to by the City, shall be mowed, maintained, and adhered to per the weekly schedule. If temporary obstacles occur that prohibit the scheduled maintenance, the contractor shall move or eliminate the obstacle, contact the City's representative, and/or courteously request that the public, residents, or personnel briefly relocate to allow completion of the scheduled mowing or maintenance.

Mowing Detail: CONTRACTOR shall neatly edge and/or trim grass and turf areas adjacent to sidewalks, curbs, hard surface pads, patios, ramadas, water fountains, valve boxes, etc. with mechanical line trimmers. CITY Park staff will require certain edges, fence lines, trees, and borders to be chemically treated. Chemical control of grass will be permitted along chain link fences, around signposts, underneath certain play equipment, structures, and in sidewalk expansion joints *only*.

Chemical spraying must be performed in accordance with the State of Arizona Office of Pest Management's Rules and Regulations. CONTRACTOR shall be required to maintain proper licensing for the specific pest control to be utilized. CONTRACTOR shall furnish properly certified and trained personnel and equipment for routine grass control and spraying. CONTRACTOR shall document all spraying activities. **NO SUB-CONTRACTORS SHALL BE USED.**

CONTRACTOR shall use mechanical or chemical edging and trimming around and underneath all other fixed structures (i.e. tables, benches, posts, etc.).

CONTRACTOR shall collect and remove all grass clippings if they are thick enough to be designated as unsightly by the Contract Administrator/designee. Disposal of all debris shall be at no extra charge to CITY.

The Contract Administrator/designee will determine when a portion of any area cannot be mowed due to excessive ground moisture, standing water, or flood irrigation water. The percentage not mowed will be deducted from the weekly mowing payment. The CONTRACTOR must return and mow the saturated areas within two (2) days of it being dried.

CONTRACTOR shall be responsible for all chemical and/or other accepted methods. Any herbicide used shall be considered a management tool and will not be paid for by CITY. CONTRACTOR shall provide a Safety Data Sheet (SDS) to Contract Administrator/designee for all chemicals used prior to application. The Contractor MUST receive approval from the City before placement of any chemical material. Line trimmers shall not be used around trees or shrubs unless approved for use by the Contract Administrator/designee.

If damage to the trees or shrubs is evident, it shall be CONTRACTOR's responsibility to replace said tree/shrub in kind, with no cost additional cost to CITY. Damage to the tree/shrub shall include but is not limited to any girding or bark removal, a broken trunk, leader, or main branch which disfigures the plant, and/or stunting, or leaf drop.

Any special mowing or vacuuming required will be paid for at the price agreed upon by an extra work authorization.

Sports Field Mowing Detail: In parks designated with a sports field (e.g. baseball, softball, soccer, football, or cricket field) mowing height shall be set year around at 1" – 1 ½" for the "in-play"

area of all designed sports fields unless otherwise directed by the Contract Administrator/designee. For soccer fields, this shall be line-to-line; for baseball, softball fields, flag football fields, and cricket fields, it shall be fence-to-fence or the granite-to-granite area. Spectator areas are not part of the sports field mowing requirements. All clippings and/or debris generated from the mow shall be collected and removed immediately from the site and disposed of in an approved container or at a landfill. **Wind rowing grass prior to pick up will not be allowed.**

1.2 SPECIAL MOWING REQUIREMENTS:

Parks with Public Pools: Arrowhead, and Desert Oasis have turf within public pool areas. During the months of June/July, mowing within pool areas needs to be completed by 6:45 am.

Parks with Dog Parks: The following dog parks need to be mowed on the days listed:

- Nozomi Dog Park – Mondays before 2:00 pm
- Shawnee Dog Park – Tuesdays before 2:00 pm
- Paseo Vista Dog Park – Thursdays before 2:00 pm

Parks with Sports Fields: Parks listed below have sports fields that will require mowing as specified in the mowing details.

- Chandler Boys & Girls Club
- Pima Park
- Espree Park
- Arrowhead Park
- Desert Breeze Park
- Nozomi Park
- Shawnee Park
- Thude Park
- Chuparosa Park

Downtown Mowing Sites: Mowing height requirements will be the same as the sports fields (1"-1.5")

Over-Seeded Rye Areas: Fire Station 5 (.85 acres), Downtown Complex (4.25 acres), Chuparosa Soccer Fields (2.00 acres), Tumbleweed Park (17 acres). CONTRACTOR shall be responsible for mowing this acreage on a weekly basis from November 1st thru February 28th. Park will be over-seeded by CITY staff and will be down for a growing-in period for approximately six (6) weeks.

1.3 SITE INSPECTION: CONTRACTOR shall visit the site(s) and familiarize themselves with any conditions that may be present. Submission of a bid will be prima facie evidence that the CONTRACTOR did, in fact, make a site inspection and is aware of all conditions affecting performance and bid prices.

1.4 MATERIALS: Any materials required that are not stipulated in the Agreement must be approved by the Contract Administrator/designee prior to purchase. CONTRACTOR shall provide invoices as proof of purchase to the contract administrator before reimbursement will

be made. The CITY shall retain 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.

- 1.5 WATER:** The City furnishes all water for turf and landscape requirements.
- 1.6 ADDITIONS AND DELETIONS:** The CITY shall retain the right to delete or add maintenance areas and items to this Agreement. Charges for areas or items deleted will be dropped from the monthly billing. The CITY may delete an item or area at any time and will prorate charges for services already performed. Charges for maintenance items or areas added to this Agreement are subject to the approval by the Mayor and City Council/City Manager. Charges for areas added shall be priced comparably to similar areas.
- 1.7 EXTRA WORK:** The CITY may require CONTRACTOR to perform work in addition to items specified in the Agreement including, but not limited to, repair of accident damage to landscaping and one-time cleanup.

All extra work ordered on the basis that hourly rates would be used shall be compensated per Exhibit B attached "Hourly Rate for Extra Work." CONTRACTOR shall not perform any extra work until authorization is obtained in writing from the Contract Administrator/designee. Any additional work not covered by the hourly rate shall be approved by the Contract Administrator/designee prior to commencing work. CONTRACTOR shall submit a written estimate to the Contract Administrator/designee for approval prior to commencing work. Special or "extra" work performed without written authorization from Contract Administrator/designee will not be paid. The CONTRACTOR is not guaranteed full or exclusive right to perform extra work that may be required. The City reserves the right to perform the work or obtain quotes or otherwise select the most appropriate CONTRACTOR to perform the work.

- 1.8 VANDALISM:** All cases of vandalism shall be reported to the Contract Administrator/designee when discovered and the Contract Administrator/designee shall determine the course of action to be taken. Any vandalism shall be reported within two (2) hours after it is noted and the vandalism report form is submitted.
- 1.9 QUALITY CONTROL:** CONTRACTOR shall establish a complete quality control program to assure the requirements of the Agreement are completed as specified. One copy of the CONTRACTOR's quality control program shall be provided to the Contract Administrator/designee for approval within ten (10) days after receiving the Notice of Award. The Contract Administrator/designee will approve or disapprove the CONTRACTOR's program within ten (10) working days of submittal. CONTRACTOR shall have an approved program before commencing work. The program shall include but not be limited to the following:

1. Weekly Schedule and Performance Reports
2. Performance Requirements Summary Report: This report will provide such information so as to ensure compliance of quality control standards. The City will provide the format that the CONTRACTOR should use. CONTRACTOR shall submit Performance Requirement Summary Report on a weekly basis. The weekly reports must be submitted the following Monday morning by 8am. Failure to send the reports will result in deductions. Please see section 1.11 for the deduction amounts.

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

3. The CITY will provide the CONTRACTOR with schedules for Flooding, Special Events, Construction, or other events that may interfere with their standard mowing timetables. The CONTRACTOR shall take into consideration all CITY event programs and make the appropriate modifications to their weekly mowing schedules as required.

1.10 QUALITY ASSURANCE: The Contract Administrator/designee will monitor the CONTRACTOR's performance by random sampling to ensure compliance with the requirements of the Agreement. In the event a deficiency exists, the CONTRACTOR shall be required to explain in writing why performance was unacceptable, how performance will be returned to acceptable levels, and how the reoccurrence of the problem will be prevented in the future. CONTRACTOR will not be paid for services not rendered in accordance with the standards set forth in this Agreement, notwithstanding that CONTRACTOR is required to rework services that were unsatisfactorily performed.

1.11 LIQUIDATED DAMAGES / PERFORMANCE GUARANTEES: The CITY's expectation is that landscape, turf, and grounds maintenance performed by CONTRACTOR will result in the Park landscape areas looking well-groomed and clean at all times. If tasks are omitted or not completed to the satisfaction of the Contract Administrator/designee, public safety as well as the appearance of the CITY Parks and landscape areas are compromised. Once the issue has been corrected by the CONTRACTOR an email and a picture must be sent to the Contract Administrator/designee.

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 site per day
Failure to start "extra work" within the allowed time or on the day agreed, or withdrawing from the 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 weekly reports, schedules and/or work plans within the allotted day/time required.	\$25 per site per day
Failure to wear a uniform bearing CONTRACTOR's name and/or bear individual photo ID	\$25 per occurrence

1.12 HOLIDAYS: The following is a list of holidays on which service will not be performed:

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. Juneteenth Day – June 19
7. Independence Day – July 4
8. Labor Day – First Monday in September
9. Veteran's Day – November 11
10. Thanksgiving Holiday – Fourth Thursday and the following Friday in November
11. Christmas Eve from 12:00 Noon – December 24
12. 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, the CONTRACTOR shall adjust their weekly schedule so as to return to the normal weekly schedule the following week. This information is for reference only as a reminder that the work still needs to be completed during the holiday week. CONTRACTOR may work on City holidays at his or her own discretion. However, all mowing shall be completed during the holiday week.

2. CONTRACTOR / CITY COMMUNICATIONS:

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 of Chandler without a toll call. An answering machine, fax, and a mobile telephone will fulfill the requirement for a local office. CONTRACTOR shall 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 CITY. CONTRACTOR shall return calls made by CITY within 2 hours.

2.2 Field Supervisor: CONTRACTOR shall furnish one qualified field supervisor that speaks, reads, and writes English fluently and is available during working hours to address problems, field inspections, perform drive-throughs, and for other coordination with the Contract Administrator/designee. CONTRACTOR'S FIELD SUPERVISOR SHALL SUPERVISE ONLY ONE CONTRACT AT A TIME unless approved by Contract Administrator/designee. THIS PERSON SHALL NOT HAVE ANY ADDITIONAL LABOR DUTIES OTHER THAN INCIDENTALS. For example, the Field Supervisor shall not also function as a crew leader or foreman and shall have separate transportation to be able to move independently between situations.

CONTRACTOR shall provide a mobile radio or cellular phone to the CONTRACTOR's field supervisors and/or foremen to enhance communications between the CONTRACTOR's field representative and their crews. At a minimum, all crews should be equipped with radios. If a cellular telephone is used, CONTRACTOR shall be responsible for payment of all charges

relating to its use. All communication equipment shall be kept on during business hours and in proper working condition at all times. The CONTRACTOR shall require or provide a cellular phone for their field supervisors and/or crew foremen to maintain reliable and prompt communication with the CITY and/or the Contract Administrator/designee.

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

2.3 Communication Skills: It is important that at least one crew member on each work crew be sufficiently proficient in the English language to receive/transmit instructions, interpret all chemical and warning labels, and otherwise communicate with the Contract Administrator/designee.

2.4 Key Personnel: It is essential that CONTRACTOR provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this Agreement. CONTRACTOR shall agree to assign specific individuals to the key positions.

1. CONTRACTOR agrees that, once assigned to work under this Agreement, key personnel shall not be removed or replaced without written notice to the Contract Administrator/designee.
2. If key personnel are not available for work under this Agreement for a continuous period exceeding fourteen (14) calendar days, or are expected to devote substantially less effort to the work than initially anticipated, 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.

3. **CONTRACTOR'S PERSONNEL:**

1. **List of Employees:** CONTRACTOR shall provide a list of personnel who will be assigned to this contract, the number of crews to be provided, and a preliminary mow schedule with the submittal. This shall serve as evidence of the CONTRACTOR's ability to furnish the proper personnel.

CONTRACTOR shall supply the Contract Administrator/designee with a current list of employees assigned to CITY contracts. The list must include full names, driver's license number with the 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. All company officers and employees working on this Agreement must be listed.

2. **Identification:** CONTRACTOR's employees shall be required to wear a clean uniform bearing the CONTRACTOR's name. All 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.
3. **Conduct:** CONTRACTOR's employees, officers, and subcontractors shall not identify themselves as being employees of the City of Chandler. Employees shall conduct themselves in such a manner as to avoid embarrassment to the CITY and shall be courteous to the public, Chandler residents, and CITY personnel.

4. **CONTRACTOR'S EQUIPMENT:**

1. **Vehicles and Equipment:** CONTRACTOR shall provide and maintain during the entire period of this Agreement, equipment sufficient in number, condition, and capacity to efficiently perform the work and render the services required by this Agreement. All lawn and grass mower blades must be sufficiently sharp to provide a clean and even cut. 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 CONTRACTOR's equipment from the proposed equipment must have prior approval of the Contract Administrator/designee. CONTRACTOR shall provide evidence of his ability to furnish the proper equipment.

All vehicles must be maintained in good repair, appearance, and sanitary condition at all times. The City reserves the right to inspect CONTRACTOR's vehicles at any time to ascertain said condition.

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

5. **CONDITION OF MAINTENANCE AREAS AT BEGINNING OF CONTRACT:** Upon receiving official notification of approval, CONTRACTOR shall inspect the area for identification of pre-existing conditions that would prevent or adversely affect the completion of any normal

specific deficiencies found at each area and submit the list to the Contract Administrator/designee for review before a Notice or Proceed and/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 CITY 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 term of the Agreement.

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

6. **CONDITION OF MAINTENANCE AREAS AT END OF TERM:** Four weeks prior to this Agreement being terminated, the CITY and 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. Should correcting action is not taken by CONTRACTOR, 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 outgoing CONTRACTOR has been awarded a new Agreement for the same areas.
7. **SCHEDULE OF PAYMENTS:** CONTRACTOR shall provide invoices reflecting work completed. Payment will be made monthly on the basis of invoices submitted or as agreed in Agreement. CONTRACTOR shall indicate on the invoices the location or areas the charge has been applied to.
8. **WEATHER SUSPENSION OF WORK.** In the event of inclement weather, CONTRACTOR must obtain written approval from the Contract Administrator/designee prior to performing any work. The CITY reserves the right to suspend any or all work due to poor weather conditions or other extreme conditions. The CITY also reserves the right to authorize the delayed work to be performed at a later date or the Contract Administrator/designee may deem it more appropriate to omit the delayed work and resume the normal schedule. CONTRACTOR shall not perform any suspended work without written authorization from the Contract Administrator/designee. The CONTRACTOR shall strictly adhere to the Arizona Department of Environment Quality (ADEQ) and Maricopa County air quality standards and measures; which includes, but are not limited to High Pollution and Ozone Days.

Park & Non-Park Sites Acres:

No #	Contract Mowing Sites	Address	FMA	Acres
1	AIRPLANE MEMORIAL LANDSCAPING (TURF)	299 N Delaware St	38	0.17
2	A J CHANDLER PARK (EAST/WEST & POCKET PARK)	3 S Arizona Ave	27,37,38	1.71
3	AMBERWOOD PARK	2327 W Calle Del Norte	14	11.97
4	APACHE PARK	1300 N Hartford St	16	5.06
5	ARBUCKLE PARK	1100 S Norman Way	46	4.70
6	ARMSTRONG PARK	399 N Delaware St	27	1.14
7	ARROWHEAD MEADOWS PARK	1475 W Erie St	25	17.76
8	BLUE HERON PARK	1399 W Lake Blvd	62	1.86
9	BOYS & GIRLS CLUB	300 E Chandler Blvd	27	1.52
10	BROOKS CROSSING PARK	1345 W Calle Del Norte	15	6.44
11	CENTENNIAL PARK	2475 E Markwood Dr	59	8.25
12	CHANDLER CENTER FOR THE ARTS	250 N Arizona Ave	26	0.53
13	CHUCKWALLA PARK	4600 E Doral Dr	80	2.92
14	CHUPAROSA PARK	2400 S Dobson Rd	47	15.01
15	CITRUS VISTA PARK	4511 S Mustang Dr	67	6.12
16	COMMONWEALTH MEDIAN LANDSCAPING (TURF)	125 E Commonwealth Ave	38	0.13
17	CROSSBOW PARK	4520 S Crossbow Pl	64	4.35
18	DESERT BREEZE PARK & (POLICE & FIRE STATION 9)	660 N Desert Breeze Blvd E	22	19.25
19	DESERT OASIS PARK & AQUATIC CENTER	1400 W Summit Pl	2	0.31
20	DOBSON PARK	1625 W Ryan Rd	48	9.29
21	DOWNTOWN LIBRARY	22 S Delaware St	38	0.47
22	EAST MINI-VIDA PARK	605 E Erie St	27	0.33
23	ESPEE PARK	450 E Knox Rd	17	14.14
24	FIRE STATION 5	1775 W Queen Creek Rd	55	0.50
25	FIRE STATION 6	911 N Jackson St	27	0.19
26	FIRE STATION 7	6200 S Gilbert Rd	78	0.11
27	FIRE TRAINING CENTER FACILITY	3550 S Dobson Rd	54	0.03
28	FOLLEY PARK & AQUATIC CENTER	601 E Frye Rd	38	6.53
29	FOX CROSSING PARK	3572 S Sandpiper Dr	56	3.20
30	GAZELLE MEADOWS PARK	500 N Exeter St	27	3.59
31	HARMONY HOLLOW PARK	1082 W Galveston St	25	5.63
32	HARRIS PARK	150 S Elgin St	38	0.33
33	HARTER PARK	665 N Country Club Way	23	5.02
34	HOMESTEAD PARK NORTH	1925 E. Frye Rd	39	3.30
35	HOMESTEAD PARK SOUTH	1800 E Pecos Rd	39	3.19
36	HOOPES PARK	601 W Mesquite St	7	9.64
37	JACKRABBIT PARK	1750 E Thatcher Blvd	28	0.92

38	LANTANA RANCH PARK	1250 E. Appleby Rd	58	3.10
39	LA PALOMA PARK	6579 S Amanda Dr	78	10.49
40	LOS ALTOS PARK	406 N Los Altos Dr	24	0.39
41	LOS ARBOLES	2255 S. McQueen Rd.	51	4.60
42	MAGGIO RANCH PARK	1500 W Maggio Way	36	3.43
43	MEADOWBROOK PARK	3377 S Layton Lakes Blvd	60	4.53
44	MEMORIAL PLAZA PARK	151 E Boston St	38	0.16
45	MOUNTAIN VIEW PARK	575 S Twelve Oaks Blvd	33	10.49
46	NAVARETTE PARK	501 W Harrison St	26	2.56
47	NOZOMI PARK & AQUATIC CENTER	250 S Kyrene Rd	31	6.21
48	PARK MANORS PARK	395 W Erie St	26	0.22
49	PASEO TRAIL H & ROCKWOOD ESTATES	South of Chandler Heights	70	1.06
50	PASEO VISTA RECREATION AREA	3850 S McQueen Rd	57	4.17
51	PECOS RANCH PARK	1555 W Maplewood S	42	6.64
52	PEQUENO PARK	777 N Coronado St	24	2.18
53	PIMA PARK	625 N McQueen Rd	28	19.70
54	PINE SHADOWS PARK	5300 W Galveston St	21	1.86
55	PINELAKE PARK	598 E Crescent Ave	64	3.61
56	PLAZA LAWN LANDSCAPING (TURF)	125 E Commonwealth Ave	38	1.61
57	PRICE PARK	475 S Kenwood Ln	34	7.29
58	PROVINCES PARK	1258 E Orchid Ln	18	5.65
59	PUEBLO ALTO PARK	3948 W Calle Segunda St	34	0.08
60	QUAIL HAVEN PARK	4675 S Adams Ave	65	3.67
61	ROADRUNNER PARK	3495 E Ryan Rd	53	7.11
62	RYAN PARK	2450 S Hartford St	49	8.28
63	SAN MARCOS PARK	712 W Fairview St	37	9.11
64	SAN TAN PARK	2301 E Frye Rd	40	2.42
65	SHAWNEE PARK	1400 W Mesquite St	6	11.44
66	STONEGATE PARK	1650 N Ithaca St	17	4.90
67	SUMMIT POINT PARK	528 W Boxelder Pl	3	0.09
68	SUNDANCE PARK	933 N Roosevelt Ave	20	1.48
69	SUNSET PARK	4700 W Ray Rd	12	4.40
70	THUDE PARK	2825 W Galveston St	24	20.89
71	TIBSHRAENY FAMILY PARK & MAMMOTH (ROW)	270 N Cottonwood St	29	8.92
72	TUMBLEWEED PARK NON-SPORTS FIELDS	2250 S. McQueen Rd	50	52.30
73	TRADITIONS EAST & WEST (ROW)	N side - E Thatcher Blvd	28	0.43
74	VALENCIA PARK	3701 E Desert Jewel Blvd	73	4.79
75	VETERAN'S OASIS PARK	4050 E. Chandler Heights Rd	68	2.20

76	WASHINGTON PARK (TURF LOT)	150 E Elgin St	38	0.18
77	WINDMILLS WEST PARK	1233 N Windmills Blvd	13	2.98
78	WINN PARK	56 E Morelos St	38	0.57
		Total Contract Mowing Acres		421.80

EXHIBIT B TO AGREEMENT COMPENSATION AND FEES

*All pricing listed is tax inclusive

No#	Park & Non-Park / Location	Mowing per Occurrence	Qty	Extended Price
1	AIRPLANE MEMORIAL LANDSCAPING (TURF)	\$ 21.00	38	\$ 798.00
2	A J CHANDLER PARK (EAST/WEST & POCKET PARK)	\$ 69.00	38	\$ 2,622.00
3	AMBERWOOD PARK	\$ 208.00	38	\$ 7,904.00
4	APACHE PARK	\$ 138.00	38	\$ 5,244.00
5	ARBUCKLE PARK	\$ 138.00	38	\$ 5,244.00
6	ARMSTRONG PARK	\$ 34.00	38	\$ 1,292.00
7	ARROWHEAD MEADOWS PARK	\$ 693.00	38	\$ 26,334.00
8	BLUE HERON PARK	\$ 104.00	38	\$ 3,952.00
9	BOYS & GIRLS CLUB	\$ 104.00	38	\$ 3,952.00
10	BROOKS CROSSING PARK	\$ 173.00	38	\$ 6,574.00
11	CENTENNIAL PARK	\$ 208.00	38	\$ 7,904.00
12	CHANDLER CENTER FOR THE ARTS	\$ 69.00	38	\$ 2,622.00
13	CHANDLER MUSEUM MCCULLOUGH-PRICE HOUSE	\$ 35.00	38	\$ 1,330.00
14	CHUCKWALLA PARK	\$ 104.00	38	\$ 3,952.00
15	CHUPAROSA PARK	\$ 277.00	38	\$ 10,526.00
16	CITRUS VISTA PARK	\$ 173.00	38	\$ 6,574.00
17	COMMONWEALTH MEDIAN LANDSCAPING (TURF)	\$ 34.00	38	\$ 1,292.00
18	CROSSBOW PARK	\$ 173.00	38	\$ 6,574.00
19	DESERT BREEZE PARK & (POLICE & FIRE STATION)	\$ 832.00	38	\$ 31,616.00
20	DESERT OASIS PARK & AQUATIC CENTER	\$ 69.00	38	\$ 2,622.00
21	DOBSON PARK	\$ 173.00	38	\$ 6,574.00
22	DOWNTOWN LIBRARY	\$ 69.00	38	\$ 2,622.00
23	EAST MINI-VIDA PARK	\$ 34.00	38	\$ 1,292.00
24	ESPEE PARK	\$ 416.00	38	\$ 15,808.00
25	FIRE STATION 5	\$ 69.00	38	\$ 2,622.00
26	FIRE STATION 6	\$ 34.00	38	\$ 1,292.00
27	FIRE STATION 7	\$ 21.00	38	\$ 798.00
28	FIRE TRAINING CENTER FACILITY	\$ 34.00	38	\$ 1,292.00
29	FOLLEY PARK (no ballfields)	\$ 173.00	38	\$ 6,574.00
30	FOX CROSSING PARK	\$ 104.00	38	\$ 3,952.00
31	GAZELLE MEADOWS PARK	\$ 104.00	38	\$ 3,952.00
32	HARMONY HOLLOW PARK	\$ 138.00	38	\$ 5,244.00
33	HARRIS PARK	\$ 34.00	38	\$ 1,292.00
34	HARTER PARK	\$ 138.00	38	\$ 5,244.00
35	HOMESTEAD PARK NORTH	\$ 138.00	38	\$ 5,244.00

36	HOMESTEAD PARK SOUTH	\$ 138.00	38	\$ 5,244.00
37	HOOPES PARK	\$ 138.00	38	\$ 5,244.00
38	JACKRABBIT PARK	\$ 69.00	38	\$ 2,622.00
39	LANTANA RANCH PARK	\$ 104.00	38	\$ 3,952.00
40	LA PALOMA PARK	\$ 242.00	38	\$ 9,196.00
41	LOS ALTOS PARK	\$ 69.00	38	\$ 2,622.00
42	LOS ARBOLES	\$ 104.00	38	\$ 3,952.00
43	MAGGIO RANCH PARK	\$ 104.00	38	\$ 3,952.00
44	MEADOWBROOK PARK	\$ 138.00	38	\$ 5,244.00
45	MEMORIAL PLAZA PARK	\$ 34.00	38	\$ 1,292.00
46	MOUNTAIN VIEW PARK	\$ 208.00	38	\$ 7,904.00
47	NAVARETTE PARK	\$ 104.00	38	\$ 3,952.00
48	NOZOMI PARK	\$ 277.00	38	\$ 10,526.00
49	PARK MANORS PARK	\$ 69.00	38	\$ 2,622.00
50	PASEO TRAIL H & ROCKWOOD ESTATES	\$ 69.00	38	\$ 2,622.00
51	PASEO VISTA RECREATION AREA	\$ 138.00	38	\$ 5,244.00
52	PECOS RANCH PARK	\$ 173.00	38	\$ 6,574.00
53	PEQUENO PARK	\$ 69.00	38	\$ 2,622.00
54	PIMA PARK	\$ 554.00	38	\$ 21,052.00
55	PINE SHADOWS PARK	\$ 104.00	38	\$ 3,952.00
56	PINELAKE PARK	\$ 138.00	38	\$ 5,244.00
57	PLAZA LAWN LANDSCAPING (TURF)	\$ 69.00	38	\$ 2,622.00
58	PRICE PARK	\$ 138.00	38	\$ 5,244.00
59	PROVINCES PARK	\$ 138.00	38	\$ 5,244.00
60	PUEBLO ALTO PARK	\$ 34.00	38	\$ 1,292.00
61	QUAIL HAVEN PARK	\$ 69.00	38	\$ 2,622.00
62	ROADRUNNER PARK	\$ 173.00	38	\$ 6,574.00
63	RYAN PARK	\$ 173.00	38	\$ 6,574.00
64	SAN MARCOS PARK	\$ 173.00	38	\$ 6,574.00
65	SAN TAN PARK	\$ 104.00	38	\$ 3,952.00
66	SHAWNEE PARK	\$ 277.00	38	\$ 10,526.00
67	STONEGATE PARK	\$ 104.00	38	\$ 3,952.00
68	SUMMIT POINT PARK	\$ 21.00	38	\$ 798.00
69	SUNDANCE PARK	\$ 69.00	38	\$ 2,622.00
70	SUNSET PARK	\$ 138.00	38	\$ 5,244.00
71	THUDE PARK	\$ 554.00	38	\$ 21,052.00
72	TIBSHRAENY FAMILY PARK & MAMMOTH (ROW)	\$ 138.00	38	\$ 5,244.00
73	TUMBLEWEED PARK NON-SPORTS FIELDS	\$ 1,376.00	38	\$ 52,288.00
74	TRADITIONS EAST & WEST (ROW)	\$ 69.00	38	\$ 2,622.00

75	VALENCIA PARK	\$ 138.00	38	\$ 5,244.00
76	VETERAN'S OASIS PARK	\$ 138.00	38	\$ 5,244.00
77	WASHINGTON PARK (TURF LOT)	\$ 34.00	38	\$ 1,292.00
78	WINDMILLS WEST PARK	\$ 104.00	38	\$ 3,952.00
79	WINN PARK	\$ 69.00	38	\$ 2,622.00
	OVERSEED MOWING: (NOVEMBER 1 - FEBRUARY 28)			
1	AIRPLANE MEMORIAL LANDSCAPING (TURF)	\$ 27.00	8	\$ 216.00
2	A J CHANDLER PARK (EAST/WEST & POCKET PARK)	\$ 89.00	8	\$ 712.00
3	CHANDLER CENTER FOR THE ARTS	\$ 89.00	8	\$ 712.00
4	COMMONWEALTH MEDIAN LANDSCAPING (TURF)	\$ 44.00	8	\$ 352.00
5	DOWNTOWN LIBRARY	\$ 89.00	8	\$ 712.00
6	FIRE STATION 5	\$ 89.00	8	\$ 712.00
7	MEMORIAL PLAZA PARK	\$ 44.00	8	\$ 352.00
8	PLAZA LAWN LANDSCAPING (TURF)	\$ 89.00	8	\$ 712.00
9	CHUPAROSA TWO (2) SOCCER FIELDS ONLY	\$ 205.00	8	\$ 1,640.00
10	TUMBLEWEED PARK	\$ 1,665.00	8	\$ 13,320.00

ALTERNATE 1

Cost to add a second weekly mowing to Sports Fields (areas outlined in blue on the attached maps) from July 1 – September 30. Sports Fields are located at the following parks.

- Arrowhead Park (4)
- Desert Breeze Park (2)
- Espee Park (3)
- Nozomi Park (3)
- Pima Park (3)
- Boys & Girls Club (2)
- Shawnee Park (1)
- Thude Park (1)
- Chuparosa Park (2)

ALTERNATE 1 – ADDITIONAL SPORTS FIELD MOWINGS (JULY 1 – SEPT. 30):

#	Sports Field	Mowing per Occurrence	Qty	Extended Price
1	ARROWHEAD PARK N/E	\$150.00	12	\$1,800.00
2	ARROWHEAD PARK N/W	\$150.00	12	\$1,800.00
3	ARROWHEAD PARK S/E	\$150.00	12	\$1,800.00
4	ARROWHEAD PARK S/W	\$150.00	12	\$1,800.00
5	BOYS & GIRLS CLUB BASEBALL	\$150.00	12	\$1,800.00
6	BOYS & GIRLS CLUB MULTI-PURPOSE FIELD	\$150.00	12	\$1,800.00
7	CHUPAROSA N/E	\$150.00	12	\$1,800.00
8	CHUPAROSA N/W	\$150.00	12	\$1,800.00
9	DESERT BREEZE NORTH	\$150.00	12	\$1,800.00

10	DESERT BREEZE SOUTH	\$150.00	12	\$1,800.00
11	ESPEE 1 N/E	\$150.00	12	\$1,800.00
12	ESPEE 2 N/W	\$150.00	12	\$1,800.00
13	ESPEE 3 S/W	\$150.00	12	\$1,800.00
14	NOZOMI 1 N/E	\$150.00	12	\$1,800.00
15	NOZOMI 2 N/W	\$150.00	12	\$1,800.00
16	NOZOMI 3 S/W	\$150.00	12	\$1,800.00
17	PIMA EAST	\$150.00	12	\$1,800.00
18	PIMA MULTI-PURPOSE FIELD	\$150.00	12	\$1,800.00
19	PIMA WEST	\$150.00	12	\$1,800.00
20	SHAWNEE BALLFIELD	\$150.00	12	\$1,800.00
21	THUDE PARK	\$150.00	12	\$1,800.00

ADDITIONAL WORK & LABOR CHARGES (itemized per Hour unless otherwise noted)

EXTRA MAINTENANCE ACTIVITY		RATES per UNIT
Turf Aeration (including equipment)		\$ 90 /acre
Turf pre-emergent application and material		\$ 240 /acre
Turf fertilization application and material		\$ 230/acre
Power Washing park facilities/amenities (including spray equipment)		\$ 45 /hr.
Bobcat (skid-steer) with Operator		\$ 150 /hr.
Labor for weed control and material		\$ 125 /acre
Certified Arborist / Tree Worker		\$ 120 /hr.
Tree Stump Grinding		\$ 85 /ea.
Tree Planting		\$ 375 /ea.
Tree Removal – up to 24'		\$ 1200 /ea.
Tree Removal – over 24'		\$ 2500 /ea.
Tree (non-palm) Trimming		\$ 650 /tree
General Labor		\$ 30 /hr.
Skilled Labor		\$ 37 /hr.
Sprinkler Technician		\$ 45 /hr.
Irrigation Repairs		\$ 45 /hr.
Shrub & Plant Trimming		\$ 40 /hr.
Shrub & Plant Planting		\$ 28 /ea.
Landscape Trimming (extra work)		\$ 48 /hr.
Pest Control (rodents and insects)		\$ 45 /hr.
Landscape tractor with an operator (blade/rake/gannon, etc.)		\$ 180 /hr.
Brush Hog mowing		\$ 185 /hr.
Backhoe with operator		\$ 180 /hr.
Palm Tree Trimming with one (1) year growth	Mexican Fan Palm	\$ 65 /tree
	Date Palm	\$ 55 /tree
	Queen Palm	\$ 50 /tree

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**

NONE