



City Clerk Document No. _____

City Council Meeting Date: October 19, 2023

**CITY OF CHANDLER SERVICES AGREEMENT
HERBICIDE APPLICATION SERVICES
CITY OF CHANDLER AGREEMENT NO. CS4-988-4669**

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and BrightView Landscape Services, 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 herbicide application 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 \$211,671.07. 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 (Indemnitee) from any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees and costs of claim processing, investigation and litigation) (Claims) caused or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of the Contractor or any of its owners, officers, directors, agents, employees, or subcontractors in connection with this Agreement. This indemnity includes any claim or amount arising out of or recovered under workers' compensation law or on account of the failure of the Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Contractor must indemnify Indemnitee from and against any and all Claims, except those arising solely from Indemnitee's own negligent or willful acts or omissions. The Contractor is responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Agreement, the Contractor agrees to waive all rights of subrogation against Indemnitee for losses arising from or related to this

Agreement. The obligations of the Contractor under this provision survive the termination or expiration of this Agreement.

5.6 Insurance Requirements. Contractor must procure insurance under the terms and conditions and for the amounts of coverage set forth in Exhibit 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: Jon Hasbrouk
Title: Procurement Officer	Title: Vice President & General Manager
Address: 175 S. Arizona Ave. Chandler, AZ 85225	Address: 620 N. Golden Key Gilbert, AZ 85233
Phone: 480-782-2407	Phone: 480-276-6772
Email: raquel.mcmahon@chandleraz.gov	Email: nick.perez@brightview.com

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

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

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

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

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

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

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

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

5.17 Force Majeure. If either party is delayed or prevented from the performance of any act required under this Agreement by reason of acts of God or other cause beyond the control and without fault of the Party (financial inability excepted), performance of that act may be excused, but only for the period of the delay, if the Party provides written notice to the other Party within 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: Jon HasbrouckGroup VP
Its: _____**APPROVED AS TO FORM:**By: _____
City Attorney **ATTEST:**By: _____
City Clerk

EXHIBIT A TO AGREEMENT SCOPE OF SERVICES

1. **SCOPE OF WORK:** Work shall be performed at a variety of locations within the City limits. Locations shall include, but may not be limited to, Parks, City-owned property, privately owned property, and commercial property for which permission to enter has been obtained, and property owned by other government agencies. All quantities listed are estimates only and represent the City's best estimate of current requirements. Contractor understands that quantities listed are estimated only and no guarantees are implied, and the City reserves the right to add or subtract sites and quantities. Contractor shall perform the following services:
 - Application of herbicides, to control weed growth, on parks, rights-of-way, and/or storm drainage easements.
 - Contractor shall apply herbicide per the manufacturer's specifications.
 - The Contractor shall be responsible for all chemicals and/or other accepted methods of weed control.
 - Contractor shall achieve the manufacturer's expected results when the herbicide is applied per the manufacturer's instructions.
 - The Contract Administrator/designee must approve all herbicide chemical before it is applied.
 - All herbicide applications shall be inspected by the Contract Administrator/designee to determine the success of the application.
 - All herbicide applications shall be visually identifiable via spray indicator dye. The dye will be used for pre-emergent and post-emergent applications.
 - Contractor shall use a State of Arizona Commercial Licensed Herbicide Applicator. A copy of the license must be included with the response.
 - Contractor shall have on staff a State of Arizona – Registrar of Contractors Qualifying Party. A copy of the QP license must be submitted with the response.
 - Contractor shall provide the Safety Data Sheet (SDS).
 - Spray Logs must be submitted at the end of the work week after the herbicide has been applied.
 - The Contractor may not use subcontractors under this agreement.
 - Contractor's prices are to include all costs associated with performing required work. This includes labor and or chemicals necessary to keep sites weed free at all times.
 - First Application: The first herbicide application will be November 2023, thereafter, applications will be March and September of each year.
- 1.1 **CONTRACTOR RESPONSIBILITIES:** Contractor shall provide all equipment, materials, supplies, and personnel necessary to provide weed control services. The Contractor shall be responsible for compliance with all federal, state, and local laws, regulations, statutes, codes, permits, etc. Contractor shall follow all City of Chandler, County, State, Federal, and OSHA rules and regulations pertaining to work being performed. The City will not be charged for downtime, or waiting time unless such time can be directly attributable to the City.

- 1.2 PERFORMANCE REQUIREMENTS/MEASURES:** Contractor shall always have an English-speaking supervisor available on-site or by phone while work is being performed. Contractor shall supply adequate manpower and equipment to perform the requested work. Contractor shall act and work in a professional manner to not bring undue criticism or embarrassment to the City. All work will be inspected by a city representative prior to acceptance of the completed work.

Inspections of herbicide applications should take place 14 to 21 days after application. If expected results are achieved the City will accept the work. If the expected results are not achieved the Contractor will be required to correct the issue, including removing all unwanted weeds and reapply the herbicide at no additional expense to the City. Payment will be withheld until work is completed.

- 1.3 TURF HERBICIDE:** Pre-emergent shall be applied two (2) times a year. Once in September and once in February. The Contractor will warranty each pre-emergent application for 6 months. Any weeds that appear within the 6-month warranty period shall be removed by hand or treated with post-emergent and removed by mechanical means (string trimmer or by hand). A schedule for any work during the warranty period must be submitted to the Contract Administrator/designee the month before. The Contractor shall be responsible for removing weeds and/or grasses around the base of all trees and shrubs planted in turf areas to a diameter of 10" away from the base. All methods that may be used to remove this growth must ensure that no damage to the tree or shrub occurs. If damage to the trees or shrubs is evident, it shall be the Contractor's responsibility to replace said tree/shrub in kind, with no additional cost to the City. Damage to the tree/shrub shall include but is not limited to any girdling or bark removal, a broken trunk, leader, or main branch which disfigures the plant, and/or chemical burning, stunting, or leaf drop.

Pre-emergent application in September shall NOT be applied to overseeded or areas that will be overseeded. Contractor shall coordinate with the Contract Administrator/designee before the pre-emergent application begins to identify overseeding sites and areas.

- 1.4 GRANITE HERBICIDE:** Pre-emergent shall be applied two (2) times a year. Once in September and once in February. The Contractor will warranty each pre-emergent application for 6 months. Any weeds that appear within the 6-month warranty period shall be removed by hand or treated with post-emergent and removed by mechanical means (string trimmer or by hand). A schedule for any work during the warranty period must be submitted to the City the month before. Any weeds over six inches (6") will be removed. Weed control includes sidewalks, parking lots, and other hard surfaces where weeds are present.

- 1.5 PERSONNEL:** The Contractor shall provide all management, supervision, and labor necessary to perform the herbicide management services. Contractor shall designate one (1) qualified specific individual that is able to communicate in English to be onsite to oversee and inspect work performed by Contractor's personnel assigned to this contract. The designated representative shall be immediately available during work activities to receive communications from City staff by cellular phone. The Contractor shall utilize only trained and competent employees in the performance of this contract. At the request of the City, the Contractor shall remove from assignment to this contract any incompetent, abusive, or disorderly employee, whether supervisory or non-supervisory. The on-site supervisor must

have a cell phone. Contractor shall supply the current cell phone number to the Contract Administrator/designee.

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.

Contractor employees are required to wear uniform/clothing bearing Contractor's name, designating them as an employee of the company. Contractor employees, officers, and subcontractors shall not identify themselves as employees of the City of Chandler.

- 1.6 WORK AREA:** The Contractor shall keep the work area safe for all residents, bicyclists, motorists, and pedestrians during the assigned project. The Contractor shall, upon completion of the work, leave the public right of way/worksites in a neat and clean condition. Contractor shall restore any damaged City property or private property to its original condition as determined by the City. The Contractor must notify the Contract Administrator/designee of any damage done by the Contractor immediately.
- 1.7 DEBRIS DISPOSAL:** Contractor shall be responsible for disposing of all material, debris, and excess material in accordance with product labels, all applicable laws, regulations, ordinances, codes, and any other legislative or regulatory requirements.
- 1.8 TRAFFIC CONTROL:** The Contractor shall be responsible for all traffic control when applying herbicide in the medians and along sites that border the street. Traffic control shall be included and made a part of the unit price bid.
- 1.9 WATER FOR HERBICIDE AND DUST CONTROL:** The Contractor is responsible for obtaining and purchasing any water necessary to complete the project. The Contractor is responsible for all dust control and shall be in compliance with all state and local laws for dust control. The Contractor is responsible to attain a Maricopa County Dust Control permit if required. Water is available at fire hydrants throughout the City. The Contractor is responsible for obtaining all necessary permits, fittings, and water meters that may be required by the City. Contractor must obtain a City water meter if water is taken from a City fire hydrant.
- 2.0 SAFETY:** Safety vest or high visibility clothing that meets ANSI Class II or better shall be worn by Contractor employees at all times while working on site.
- 2.1 EQUIPMENT:** The Contractor's vehicles and equipment shall be neat in appearance, easily identified, and shall be maintained in a safe, mechanically sound working condition. Identification on Contractors' vehicles shall consist of, at a minimum, company name, and local telephone number. All trucks and other equipment must be in compliance with all applicable federal, state, and local rules and regulations.

Contractor shall not solicit work from private citizens while working for the City.

The City will not provide storage space for the Contractors' vehicles, materials, supplies, and equipment.

All trucks and other equipment shall be equipped with a backup alarm and a light bar on top of the vehicle.

The Contractor's workers shall have all tools and equipment needed to perform assigned work.

2.2 PROTECTION OF THE PUBLIC AND DAMAGES TO EXISTING STRUCTURES: The Contractor is aware that a significant portion of the projects will occur in parks and residential areas. The Contractor shall exercise due care to minimize any damages to fences, trees, shrubs, landscaping, citizens, and general property. All fines, penalties, and/or repair charges resulting from the Contractor's actions shall be the sole responsibility of the Contractor at no cost to the City. The Contractor shall notify the Contract Administrator/designee of any damages immediately. The Contractor shall not permit the placing or use of equipment in such a manner as to block vehicle traffic lanes, sidewalks or create safety hazards. The Contractor shall be responsible for all appropriate warning devices.

2.3 INVOICE AND PAYMENT (INVOICE AUTHORIZATION): The Contract Administrator/designee and the Contractor will agree upon the work requested and clarify any questions and concerns prior to work starting. When the work is completed, the City will inspect the Contractor's work. The Contractor will not receive payment if spray logs are not turned in by the end of each work week.

The Contractor shall submit an invoice to the City for completed work. The Contractor shall provide an invoice that reflects the quantities and dollar amount in the contract. The yearly amount to perform the herbicide work will be divided into twelve (12) monthly payments.

2.4 LIQUIDATED DAMAGES / PERFORMANCE GUARANTEES: The CITY's expectation is that landscape, and turf areas where weed control maintenance is performed by the Contractor will result in the Park sites looking clean and free of weeds 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 other site 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.

The Contractor and the 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 schedules, spray logs, and herbicide	\$25 per site per day

chemical approval from the City.	
Failure to wear a uniform bearing CONTRACTOR's name and/or bear individual photo ID	\$25 per occurrence

2.5 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 – 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. The Contractor may work on City holidays at his or her own discretion with the approval of the Contract Administrator/designee.

2.6 CONDITION OF MAINTENANCE AREAS AT BEGINNING OF CONTRACT: Upon receiving official notification of approval, the 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 the disposition of all items listed shall be the responsibility of the City and that decision shall be final and binding upon the 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.

2.7 CONDITION OF MAINTENANCE AREAS AT END OF TERM: Four weeks prior to this Agreement being terminated, the City 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. Should correcting action is not taken by the 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.

- 2.8 WEATHER SUSPENSION OF WORK:** In the event of inclement weather, the 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. The 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.

Herbicide Locations for Turf Acres:

No#	Contract Herbicide Turf 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	12.53
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	SNEDIGAR PARK	4500 S. Basha Rd	63	58.70
67	STONEGATE PARK	1650 N Ithaca St	17	4.90
68	SUMMIT POINT PARK	528 W Boxelder Pl	3	0.09
69	SUNDANCE PARK	933 N Roosevelt Ave	20	1.48
70	SUNSET PARK	4700 W Ray Rd	12	4.40
71	THUDE PARK	2825 W Galveston St	24	20.89
72	TIBSHRAENY FAMILY PARK & MAMMOTH (ROW)	270 N Cottonwood St	29	8.92
73	TUMBLEWEED PARK	2250 S. McQueen Rd	50	74.00
74	TRADITIONS EAST & WEST (ROW)	N side - E Thatcher Blvd	28	0.43
75	VALENCIA PARK	3701 E Desert Jewel Blvd	73	4.79
76	VETERAN'S OASIS PARK	4050 E. Chandler Heights Rd	68	2.20
77	WASHINGTON PARK (TURF LOT)	150 E Elgin St	38	0.18
78	WINDMILLS WEST PARK	1233 N Windmills Blvd	13	2.98
79	WINN PARK	56 E Morelos St	38	0.57
	Total Contract Turf Acres			508.20

Herbicide Locations for Decomposed Granite Acres:

No#	Contract Herbicide DG Sites	Address	FMA	Acres
1	AMBERWOOD PARK	2327 W Calle Del Norte	14	4.20
2	APACHE PARK	1300 N Hartford St	16	3.40
3	ARBUCKLE PARK	1100 S Norman Way	46	3.63
4	ARMSTRONG PARK	399 N Delaware St	27	1.00
5	ARIZONA AVE. SIDEWALKS & MEDIANS	Frye Rd. to Pecos Rd.	37	1.43
6	ARROWHEAD MEADOWS PARK	1475 W Erie St	25	6.00
7	ASHLEY TRAIL	629 N. Tower Ave	28	2.55
8	BASHA CANAL	Basha Rd. South of Ocotillo	63	1.00
9	BLUE HERON PARK	1399 W Lake Blvd	62	1.26
10	BOYS & GIRLS CLUB	300 E Chandler Blvd	27	1.50
11	BROOKS CROSSING PARK	1345 W Calle Del Norte	15	1.11
12	CENTENNIAL PARK	2475 E Markwood Dr	59	2.20
13	CHANDLER CENTER FOR THE ARTS	250 N Arizona Ave	26	0.50
14	CHANDLER MUSEUM MCCULLOUGH-PRICE HOUSE	330 S Chandler Village Dr	34	1.50
15	CHUCKWALLA PARK	4600 E Doral Dr	80	1.20
16	CHUPAROSA PARK	2400 S Dobson Rd	47	10.90
17	CITRUS VISTA PARK	4511 S Mustang Dr	67	2.9
18	COMMONWEALTH CANAL	San Marcos Pl to Essex St	37	0.55
19	CROSSBOW PARK	4520 S Crossbow Pl	64	3.10
20	DESERT BREEZE PARK	660 N Desert Breeze Blvd E	22	13.00
21	DESERT BREEZE ROW	Desert Breeze Bl	22	2.94
22	DESERT OASIS PARK & AQUATICS	1400 W Summit Pl	2	1.05
23	DOBSON PARK	1625 W Ryan Rd	48	2.50
24	DOWNTOWN (ALL)	Downtown Chandler	37, 38	5.00
25	ESPEE PARK	450 E Knox Rd	17	12.50
26	FIRE STATION 1	1491 E Pecos Rd	45	2.20
27	FIRE STATION 2	1911 N Alma School Rd	16	0.40
28	FIRE STATION 3	275 S Ellis St	35	1.00
29	FIRE STATION 4	295 N Kyrene Rd	21	0.50
30	FIRE STATION 5	1775 W Queen Creek Rd	55	0.40
31	FIRE STATION 6	911 N Jackson St	27	0.70
32	FIRE STATION 7	6200 S Gilbert Rd	78	0.90

33	FIRE STATION 8	711 W Frye Rd	37	0.80
34	FIRE STATION 9 and PD	211 N Desert Breeze Bl	22	2.20
35	FIRE STATION 10	5211 S McQueen Rd	71	1.70
36	FIRE STATION 11	4200 S Gilbert Rd	66	0.60
37	FIRE SUPPORT FACILITY	163 S Price Rd	35	0.40
38	FIRE TRAINING CENTER FACILITY	3550 S Dobson Rd	54	2.00
39	FOLLEY PARK & AQUATIC CENTER	601 E Frye Rd	38	7.14
40	FOX CROSSING PARK	3572 S Sandpiper Dr	56	2.35
41	GAZELLE MEADOWS PARK	500 N Exeter St	27	4.50
42	HAMILTON AQUATICS	3838 S Arizona Ave	56	0.48
43	HARMONY HOLLOW PARK	1082 W Galveston St	25	0.50
44	HARRIS PARK	150 S Elgin St	38	0.54
45	HARTER PARK	665 N Country Club Way	23	3.50
46	HOMESTEAD PARK NORTH	1925 E. Frye Rd	39	2.90
47	HOMESTEAD PARK SOUTH	1800 E Pecos Rd	39	1.60
48	HOOPE'S PARK	601 W Mesquite St	7	3.20
49	JACKRABBIT PARK	1750 E Thatcher Blvd	28	3.01
50	LANTANA RANCH PARK	1250 E. Appleby Rd	58	5.10
51	LA PALOMA PARK	6579 S Amanda Dr	78	5.17
52	LOS ALTOS PARK	406 N Los Altos Dr	24	0.83
53	LOS ARBOLES	2255 S. McQueen Rd.	51	6.6
54	MAGGIO RANCH PARK	1500 W Maggio Way	36	1.60
55	MEADOWBROOK PARK	3377 S Layton Lakes Blvd	60	2.40
56	MESQUITE GROVES AQUATICS	5901 S Hillcrest Dr	74	7.00
57	MOUNTAIN VIEW PARK	575 S Twelve Oaks Blvd	33	9.50
58	NAVARETTE PARK	501 W Harrison St	26	1.50
59	NOZOMI PARK & AQUATICS	250 S Kyrene Rd	31	6.90
60	OVERSTREET POCKET PARK	NWC of Oregon St & Buffalo St	37	0.05
61	PARK MANORS PARK	395 W Erie St	26	0.22
62	PASEO TRAIL	Galveston To S. Riggs Rd.		41.14
63	PASEO VISTA RECREATION AREA	3850 S McQueen Rd	57	30.81
64	PECOS RANCH PARK	1555 W Maplewood S	42	4.61
65	PEQUENO PARK	777 N Coronado St	24	1.80
66	PIMA PARK	625 N McQueen Rd	28	8.80

67	PINE SHADOWS PARK	5300 W Galveston St	21	3.30
68	PINELAKE PARK	598 E Crescent Ave	64	1.20
69	PRICE PARK	475 S Kenwood Ln	34	4.30
70	PROVINCES PARK	1258 E Orchid Ln	18	0.60
71	PUBLIC SAFETY ACADEMY	3670 S Dobson Rd	54	1.40
72	PUEBLO ALTO PARK	3948 W Calle Segunda St	34	0.17
73	QUAIL HAVEN PARK	4675 S Adams Ave	65	6.10
74	ROADRUNNER PARK	3495 E Ryan Rd	53	3.10
75	RYAN PARK	2450 S Hartford St	49	4.10
76	SAN MARCOS PARK	712 W Fairview St	37	4.40
77	SAN TAN PARK	2301 E Frye Rd	40	7.40
78	SHAWNEE PARK	1400 W Mesquite St	6	6.30
79	SNEDIGAR PARK	4500 S. Basha Rd	63	24.50
80	STONEGATE PARK	1650 N Ithaca St	17	3.00
81	SUMMIT POINT PARK	528 W Boxelder Pl	3	0.25
82	SUMMERSET ROW	Summerset ROW	27	2.71
83	SUNDANCE PARK	933 N Roosevelt Ave	20	1.90
84	SUNSET PARK	4700 W Ray Rd	12	0.40
85	THUDE PARK	2825 W Galveston St	24	3.50
86	TIBSHRAENY FAMILY PARK & MAMMOTH (ROW)	270 N Cottonwood St	29	3.50
87	TUMBLEWEED PARK	2250 S. McQueen Rd	50	54.20
88	TRADITIONS EAST & WEST (ROW)	N side - E Thatcher Blvd	28	4.11
89	VALENCIA PARK	3701 E Desert Jewel Blvd	73	3.90
90	VETERAN'S OASIS PARK	4050 E. Chandler Heights Rd	68	12.00
91	VIDA-EAST MINI PARK	605 E Erie St	27	0.03
92	WASHINGTON PARK (TURF LOT)	150 E Elgin St	38	0.10
93	WINDMILLS WEST PARK	1233 N Windmills Blvd	13	1.90
94	WINN PARK	56 E Morelos St	38	0.22
	Total Contract Decomposed Granite Acres			423.06

Herbicide Turf Price Sheet:

Provide price to apply twice a year tax inclusive

No#	Contract Herbicide Turf Sites	Pre-Emergent applied twice a year. Warranty will be for (6) months. No weeds over 6" during that time.
1	AIRPLANE MEMORIAL LANDSCAPING (TURF)	\$ 42.67
2	A J CHANDLER PARK (EAST/WEST & POCKET PARK)	\$ 429.21
3	AMBERWOOD PARK	\$ 3,004.47
4	APACHE PARK	\$ 1,270.06
5	ARBUCKLE PARK	\$ 1,179.70
6	ARMSTRONG PARK	\$ 286.14
7	ARROWHEAD MEADOWS PARK & AQUATICS	\$ 4,457.76
8	BLUE HERON PARK	\$ 466.86
9	BOYS & GIRLS CLUB	\$ 381.52
10	BROOKS CROSSING PARK	\$ 1,616.44
11	CENTENNIAL PARK	\$ 2,070.75
12	CHANDLER CENTER FOR THE ARTS	\$ 133.03
13	CHANDLER MUSEUM MCCULLOUGH-PRICE HOUSE	\$ 0
14	CHUCKWALLA PARK	\$ 732.92
15	CHUPAROSA PARK	\$ 3,767.51
16	CITRUS VISTA PARK	\$ 1,536.12
17	COMMONWEALTH MEDIAN LANDSCAPING (TURF)	\$ 32.63
18	CROSSBOW PARK	\$ 1,091.85
19	DESERT BREEZE PARK & (POLICE & FIRE STATION 9)	\$ 4,831.75
20	DESERT OASIS PARK & AQUATIC CENTER	\$ 77.81
21	DOBSON PARK	\$ 2,331.79
22	DOWNTOWN LIBRARY	\$ 117.97
23	EAST MINI-VIDA PARK	\$ 82.83
24	ESPEE PARK	\$ 3,549.14
25	FIRE STATION 5	\$ 125.50
26	FIRE STATION 6	\$ 47.69
27	FIRE STATION 7	\$ 27.61
28	FIRE TRAINING CENTER FACILITY	\$ 7.53
29	FOLLEY PARK & AQUATIC CENTER	\$ 3,145.03

30	FOX CROSSING PARK	\$ 803.20
31	GAZELLE MEADOWS PARK	\$ 901.09
32	HARMONY HOLLOW PARK	\$ 1,413.13
33	HARRIS PARK	\$ 82.83
34	HARTER PARK	\$ 1,260.02
35	HOMESTEAD PARK NORTH	\$ 828.30
36	HOMESTEAD PARK SOUTH	\$ 800.69
37	HOOPES PARK	\$ 2,419.64
38	JACKRABBIT PARK	\$ 230.92
39	LANTANA RANCH PARK	\$ 778.10
40	LA PALOMA PARK	\$ 2,632.99
41	LOS ALTOS PARK	\$ 97.89
42	LOS ARBOLES	\$ 1,154.60
43	MAGGIO RANCH PARK	\$ 860.93
44	MEADOWBROOK PARK	\$ 1,137.03
45	MEMORIAL PLAZA PARK	\$ 40.16
46	MOUNTAIN VIEW PARK	\$ 2,632.99
47	NAVARETTE PARK	\$ 642.56
48	NOZOMI PARK & AQUATIC CENTER	\$ 1,558.71
49	PARK MANORS PARK	\$ 55.22
50	PASEO TRAIL H & ROCKWOOD ESTATES	\$ 266.06
51	PASEO VISTA RECREATION AREA	\$ 1,046.67
52	PECOS RANCH PARK	\$ 1,666.64
53	PEQUENO PARK	\$ 547.18
54	PIMA PARK	\$ 4,944.70
55	PINE SHADOWS PARK	\$ 466.86
56	PINELAKE PARK	\$ 906.11
57	PLAZA LAWN LANDSCAPING (TURF)	\$ 404.11
58	PRICE PARK	\$ 1,829.79
59	PROVINCES PARK	\$ 1,418.15
60	PUEBLO ALTO PARK	\$ 20.08
61	QUAIL HAVEN PARK	\$ 921.17
62	ROADRUNNER PARK	\$ 1,784.61
63	RYAN PARK	\$ 2,078.28
64	SAN MARCOS PARK	\$ 2,286.61

65	SAN TAN PARK	\$ 607.42
66	SHAWNEE PARK	\$ 2,871.44
67	SNEDIGAR PARK	\$ 14,733.70
68	STONEGATE PARK	\$ 1,229.90
69	SUMMIT POINT PARK	\$ 22.59
70	SUNDANCE PARK	\$ 371.48
71	SUNSET PARK	\$ 1,104.40
72	THUDE PARK	\$ 5,243.39
73	TIBSHRAENY FAMILY PARK & MAMMOTH (ROW)	\$ 2,238.92
74	TUMBLEWEED PARK NON-SPORTS FIELDS	\$ 18,574.00
75	TRADITIONS EAST & WEST (ROW)	\$ 107.93
76	VALENCIA PARK	\$ 1,202.29
77	VETERAN'S OASIS PARK	\$ 552.20
78	WASHINGTON PARK (TURF LOT)	\$ 45.18
79	WINDMILLS WEST PARK	\$ 747.98
80	WINN PARK	\$ 143.07

EXHIBIT B PRICING**Herbicide Decomposed Granite Price Sheet:****Provide price to apply twice a year tax inclusive**

No#	Contract Herbicide DG Sites	Pre-Emergent applied twice a year. Warranty will be for (6) months. No weeds over 6" during that time.
1	AMBERWOOD PARK	\$ 1,289.40
2	APACHE PARK	\$ 1,043.80
3	ARMSTRONG PARK	\$ 307.00
4	ARROWHEAD MEADOWS PARK & AQUATICS	\$ 1,842.00
5	BOYS & GIRLS CLUB	\$ 460.50
6	BROOKS CROSSING PARK	\$ 340.77
7	CENTENNIAL PARK	\$ 675.40
8	CHUCKWALLA PARK	\$ 368.40
9	CHUPAROSA PARK	\$ 3,346.30
10	CITRUS VISTA PARK	\$ 890.30
11	CROSSBOW PARK	\$ 951.70
12	DESERT BREEZE PARK	\$ 3,991.00
13	DOBSON PARK	\$ 767.50
14	DOWNTOWN (ALL)	\$ 1,535.00
15	ESPEE PARK	\$ 3,837.50
16	GAZELLE MEADOWS PARK	\$ 1,381.50
17	HARMONY HOLLOW PARK	\$ 153.50
18	HARTER PARK	\$ 1,074.50
19	HOMESTEAD PARK SOUTH	\$ 491.20
20	HOOPES PARK	\$ 982.40
21	LOS ARBOLES	\$ 2,026.20
22	MAGGIO RANCH PARK	\$ 491.20
23	MEADOWBROOK PARK	\$ 736.80
24	MOUNTAIN VIEW PARK	\$ 2,916.50
25	NAVARETTE PARK	\$ 460.50
26	NOZOMI PARK & AQUATICS	\$ 2,118.30
27	PEQUENO PARK	\$ 552.60
28	PIMA PARK	\$ 2,701.60
29	PINE SHADOWS PARK	\$ 1,013.10
30	PINELAKE PARK	\$ 368.40
31	PRICE PARK	\$ 1,320.10
32	PROVINCES PARK	\$ 184.20
33	ROADRUNNER PARK	\$ 951.70

34	RYAN PARK	\$ 1,258.70
35	SAN MARCOS PARK	\$ 1,350.80
36	SAN TAN PARK	\$ 2,271.80
37	SHAWNEE PARK	\$ 1,934.10
38	STONEGATE PARK	\$ 921.00
39	SUNDANCE PARK	\$ 583.30
40	SUNSET PARK	\$ 122.80
41	THUDE PARK	\$ 1,074.50
42	TIBSHRAENY FAMILY PARK & MAMMOTH (ROW)	\$ 1,074.50
43	TUMBLEWEED PARK	\$ 16,639.40
44	VALENCIA PARK	\$ 1,197.30
45	VETERAN'S OASIS PARK	\$ 3,684.00
46	WASHINGTON PARK (TURF LOT)	\$ 30.70
47	WINDMILLS WEST PARK	\$ 583.30

The following sites do not require service at this time but may be added in the future.

1	ARBUCKLE PARK	\$ 1,114.41
2	ARIZONA AVE. SIDEWALKS & MEDIANS	\$ 439.01
3	ASHLEY TRAIL	\$ 782.85
4	BASHA CANAL	\$ 307.00
5	BLUE HERON PARK	\$ 386.82
6	CHANDLER CENTER FOR THE ARTS	\$ 153.50
7	CHANDLER MUSEUM MCCULLOUGH-PRICE HOUSE	\$ 460.50
8	COMMONWEALTH CANAL	\$ 168.85
9	DESERT BREEZE ROW	\$ 902.58
10	DESERT OASIS PARK & AQUATICS	\$ 322.35
11	FIRE STATION 1	\$ 675.40
12	FIRE STATION 2	\$ 122.80
13	FIRE STATION 3	\$ 307.00
14	FIRE STATION 4	\$ 153.50
15	FIRE STATION 5	\$ 122.80
16	FIRE STATION 6	\$ 214.90
17	FIRE STATION 7	\$ 276.30
18	FIRE STATION 8	\$ 245.60
19	FIRE STATION 9 & PD	\$ 675.40
20	FIRE STATION 10	\$ 521.90
21	FIRE STATION 11	\$ 184.20
22	FIRE SUPPORT FACILITY	\$ 122.80
23	FIRE TRAINING CENTER FACILITY	\$ 614.00
24	FOLLEY PARK & AQUATICS	\$ 2,191.98
25	FOX CROSSING PARK	\$ 721.45
26	HAMILTON AQUATICS	\$ 147.36
27	HARRIS PARK	\$ 165.78
28	HOMESTEAD PARK NORTH	\$ 890.30

29	JACKRABBIT PARK	\$ 924.07
30	LANTANA RANCH PARK	\$ 1,565.70
31	LA PALOMA PARK	\$ 1,587.19
32	LOS ALTOS PARK	\$ 254.81
33	MESQUITE GROVES AQUATICS	\$ 2,149.00
34	OVERSTREET POCKET PARK	\$ 15.35
35	PARK MANORS PARK	\$ 67.54
36	PASEO TRAIL (GALVESTON TO SOUTH RIGGS RD.)	\$ 12,629.98
37	PASEO VISTA RECREATION AREA	\$ 9,458.67
38	PECOS RANCH PARK	\$ 1,415.27
39	PUBLIC SAFETY ACADEMY	\$ 429.80
40	PUEBLO ALTO PARK	\$ 52.19
41	QUAIL HAVEN PARK	\$ 1,872.70
42	SNEDIGAR PARK	\$ 7,521.50
43	SUMMIT POINT PARK	\$ 76.75
44	SUMMERSET ROW	\$ 831.97
45	TRADITIONS EAST & WEST (ROW)	\$ 1,261.77
46	VIDA-EAST MINI PARK	\$ 9.21
47	WINN PARK	\$ 67.54

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.