



City Clerk Document No. _____

City Council Meeting Date: January 23, 2025

**CITY OF CHANDLER SERVICES AGREEMENT
PARK RESTROOM CLEANING SERVICES
CITY OF CHANDLER AGREEMENT NO. CS5-910-4862**

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and UBM Enterprise, Inc., a Texas Corporation (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____, 20____(Effective Date).

RECITALS

A. City proposes to park restroom cleaning services as more fully described in Exhibit A, which is attached to and made a part of this Agreement by this reference.

B. Contractor is ready, willing, and able to provide the services described in Exhibit A for the compensation and fees set forth and as described in Exhibit B, which is attached to and made a part of this Agreement by this reference.

C. City desires to contract with the Contractor to provide these services under the terms and conditions set forth in this Agreement.

AGREEMENT

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

SECTION I: DEFINITIONS

For purposes of this Agreement, the following definitions apply:

Agreement means the legal agreement executed between the City and the Contractor

City means the City of Chandler, Arizona

Contractor means the individual, partnership, or corporation named in the Agreement

Days means calendar days

May, Should means something that is not mandatory but permissible

Shall, Will, Must means a mandatory requirement

SECTION II: CONTRACTOR'S SERVICES

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

SECTION III: PERIOD OF SERVICE

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

The term of the Agreement is one year, and begins on January 24, 2025, and ends on January 23, 2026 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 \$183,500. Contractor must submit requests for payment for services approved and accepted during the previous billing period and must include, as applicable, detailed invoices and receipts, a narrative description of the tasks accomplished during the billing period, a list of any deliverables submitted, and any subcontractor's or supplier's actual requests for payment plus similar narrative and listing of their work. Payment for those services negotiated as a lump sum will be made in accordance with the percentage of the work completed during the preceding billing period. Services negotiated as a not-to-exceed fee will be paid in accordance with the work completed on the service during the preceding month. All requests for payment must be submitted to the City for review and approval. The City will make payment for approved and accepted services within 30 days of the City's receipt of the request for payment.

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: Saranna Davidson	Name: Jae Song
Title: Procurement Officer	Title: Chief Regional Officer
Address: 175 West Arizona Ave. Chandler, AZ 85225	Address: 11102 Ables Ln. Dallas, TX 75229
Phone: 480 782-2406	Phone: 469 853-6813
Email: saranna.davidson@chandleraz.gov	Email: jae.song@ubmhq.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 - Restroom Addresses
Exhibit D - Daily Work Report

Exhibit E - Daily Work Report
Exhibit F - Insurance
Exhibit G - 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

FOR THE CONTRACTOR

By: _____

By: Jae Song

Its: _____

Its: C.O.O

APPROVED AS TO FORM:

By: _____

City Attorney

JNB

ATTEST:

By: _____

City Clerk

EXHIBIT A TO AGREEMENT SCOPE OF SERVICES

The Contractor shall provide the City with custodial services in park restrooms listed herein (Exhibit C). All specifications apply to all locations except where noted. The fixed monthly rate for restroom custodial services shall include all necessary labor, equipment, and supplies to perform the services as required in this Scope of Work.

The specifications listed below are the *minimum* requirements and are intended to govern, in general, the requirements desired. These requirements are not intended to replace or supersede the latest industry standards or material and equipment manufacturer's recommendations. The City reserves the right to evaluate variations from these specifications.

1. GENERAL

- 1.1.** The Contractor shall provide the Contract Administrator/designee with a proposed work schedule, the name of the Supervisor(s) who will oversee the work performed and a telephone number(s) by which to contact them. The work schedule shall reflect adequate time for completion of all routine work activities on a daily and weekly basis. Work shall be scheduled to not disrupt the facility's functions and normal day-to-day operations.

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

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

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

Contractor shall have a minimum of five years of experience performing similar services in a commercial setting with similar frequencies to a degree and scope similar to those outlined in this solicitation.

2. SUPERVISOR & STAFFING

- 2.1.** Contractor shall always provide one full-time Supervisor on the job site during the scheduled work. The Supervisor must be knowledgeable in their area of responsibility and have no less than twelve (12) months experience with equivalent size and scope in the last twenty-four (24) months, performing in the same capacity. The Supervisor shall always have a contract copy while on the work site.

Contractor shall be required to provide as many personnel as needed to meet the scope

of work. In addition, Contractor's employees shall wear identification badges and a uniform shirt or vest bearing the Contractor's name and/or logo while on CITY's premises. The badge shall have the Contractor's employee's picture, name, and signature. Access to certain designated areas is forbidden by Contractor's employees. All doors shall be locked, and all lights shall be turned off upon completion of cleaning.

Contractor shall submit a current list of names and addresses of all employees who will perform work under any resultant contract. Changes in the employment list during the contract period shall be reported in writing to the Purchasing Office, Mail Stop 901, P.O. Box 4008, Chandler, AZ 85224-4008, prior to the effectiveness of change.

Contractor shall provide the Contract Administrator/designee with the names and phone numbers of all personnel who will oversee this contract.

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

3. WORK SCHEDULE

3.1. Contractor shall clean park restrooms during evening and/or nighttime hours. Contractor's work hours shall begin no earlier than 10:30 pm and shall be planned to coincide with the daily closing schedule of each facility. Contractor shall be responsible for securing the restrooms following cleaning.

Work shall be performed seven (7) days a week, Monday through Sunday, including holidays. All restrooms shall be cleaned by 6:00 a.m. daily. No restroom can be cleaned before a park closes. All work shall be completed within the calendar week in which it is scheduled unless circumstances beyond the Contractor's control occur. All scheduled work NOT completed during the scheduled week shall be reported to the Contract Administrator/designee in writing on Monday of the following week. The report shall explain why work was not completed and plans for completing the work on schedule in the future.

In addition, the Contractor shall submit nightly inspections of each site using JotForm. The reports must be submitted following the nightly cleanings by 8 am. The Daily Work Report (Exhibit E) shall be submitted to the Contract Administrator/designee on a weekly basis. The City of Chandler shall provide schedules and other information that may impact the Contractor's activities.

The Contract Administrator/designee shall perform regular inspections to ensure compliance with contract requirements. It is anticipated that these inspections will be performed daily. A deficiency report will be furnished to the Contractor if deficiencies are noted.

The Contract Administrator/designee shall determine the quality and acceptability levels

of any work performed under this contract.

4. CONTRACTOR'S RESPONSIBILITY

Contractor shall comply with the Social Security Act, Worker's Compensation laws, and Unemployment laws of the State of Arizona as well as all local, state, and federal legislation, rules, and regulations relevant to Contractor's business and the performance of all duties associated with custodial service.

4.1. INSPECTION

The Contractor shall provide on-site, full-time supervision and appropriate training to ensure competent work performance. In addition, the Contractor's supervisory personnel shall inspect all premises on a weekly basis during the daytime to ensure a high quality of work by the Contractor's employees. The Contractor shall maintain written reports of such inspections, which shall be given to the City representative after each inspection. The Contractor's Supervisor must be literate and fluent in the English language. The Contractor's employees must have a working knowledge of the English language because they need to read chemical labels, job instructions, and signs and converse with City's Contract Administrator/designee.

The Contractor shall perform all work described in this solicitation in a satisfactory manner and in accordance with the applicable specifications.

Contractor's employees shall be required to wear a clean uniform bearing the Contractor's company name and/or logo. All employees shall conduct themselves in a professional and courteous manner.

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

The Contractor shall carry out the operation to prevent damage to existing facilities, grounds, utilities, or other structures. In the event the Contractor causes damage to City property, the Contractor shall replace or repair the same at no cost to City as directed by the Contract Administrator/designee. If the damage caused by the Contractor has to be repaired or replaced by the Contract Administrator/designee, the cost of such work shall be deducted from the Contractor's monthly payments. The Contractor will notify the Contract Administrator /designee of the damage caused.

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

Contractor shall be required to maintain a 24-hour phone line and/or message service and

return calls within one (1) hour. There shall be no additional cost to the City for the phone or service.

4.2. DAILY

Floors, toilet partitions, doors, sinks, toilets, urinals, fixtures, and mirrors shall be washed thoroughly. A high-strength detergent containing a deodorant, and a built-in anti-bacterial agent shall be approved by City and shall be used for this purpose. After being washed, fixtures shall be wiped dry with a clean rag, and floors shall be dried by either forced air or dry mopping. Cleaned surfaces will appear free of streaks or film. Toilets and urinals shall be kept free of hard water deposits and stains. Abrasive and caustic cleaning materials shall NOT be used to clean the floors, walls, toilet partitions, doors, toilets, urinals, or mirrors.

Trash receptacles shall be emptied and cleaned, and a new liner replaced. Trash and refuse will be bagged, removed from the restroom, and taken off-site for disposal. Trash shall be picked up within ten (10) feet of the restroom building.

The Contractor shall install, maintain, and ensure that each restroom (men's & women's) has mechanical odor control devices that work properly. These devices are at NO cost to the City. The Contractor must submit the type of mechanical odor control device to the Contract Administrator/designee before installation.

Paper goods and soap shall be replenished as necessary. At least one full roll of toilet paper should be in evidence on each spindle each time serviced, and the soap shall be half full.

Odor suppressant blocks/screens shall be replenished once a month or as needed in urinals.

Urinal Cartridges are replaced once a month or as needed or directed by the Contract Administrator/designee. The blue seal shall be added to the urinals two times a month or more if directed by the Contract Administrator/designee. The City will provide the cartridges and blue seal.

All restroom facilities shall be maintained free of spider webs. Light fixtures attached to structures shall be cleaned and dust-free. Paper wads/foreign objects shall be removed from ceilings, walls, and other surfaces.

Contractor shall immediately report any graffiti or marking of any kind on any surface in the restroom to the Contract Administrator/designee.

Contractor shall ensure that locks are used and maintained on dispensers with locking devices.

In addition, the restrooms shall be inspected to check for inoperative fixtures and perform

any of the above cleaning tasks, which may be necessary to maintain a neat and clean appearance in the restrooms. Contractor shall immediately report any inoperable fixtures or any other issue with the restroom to the Contract Administrator/designee.

Included in the requirements of this solicitation is the cleaning of restrooms at two Transit facilities, items 11 and 14 on the price sheet. These restrooms are used by bus drivers only and are always locked. The awarded company will be provided a key code for entrance and a key for access to a janitor closet. Cleaning at these locations will follow the schedule for all other restrooms listed in the original solicitation, except that work must be completed before 5 AM when bus service begins. The Contractor is also responsible for supplying and replenishing all supplies listed in the specifications at these restrooms. Transit restrooms have air hand dryers.

4.3. WEEKLY

The windows, doors, stall doors, interior walls, and ceilings shall be scrubbed/pressure sprayed weekly with soap and water and wiped dry to maintain a clean, smear-free appearance.

Additional floor care may be necessary to remove all foreign substances, such as gum or tar.

5. RESTROOM PERIMETER AREA (outside of the restroom facilities)

Floors, walkways, doors, drinking fountains, benches, and display areas within a ten (10) foot radius of the restrooms shall be thoroughly cleaned once per day.

Upon request, at the agreed Extra Work pricing, the exterior walls shall be scrubbed/pressure sprayed as necessary to maintain a clean, smear-free appearance.

6. ADDITIONAL MAINTENANCE REQUIREMENTS

The Contractor shall thoroughly inspect and test all restroom fixtures during each cleaning service to ensure they are in good working condition, including but not limited to soap dispensers, mirrors, urinals, toilets, washbasins, and water fountains. Stopped toilets, sinks, etc., shall be plunged to dislodge the stoppage and allow cleaning. Non-corrosive drain cleaners will be used at least one time per month and noted on the Daily Work Report.

In the Daily Work Report, the Contractor shall notify the Contract Administrator/designee of problems with plumbing fixtures, door locks, defective vents, clogged sewer lines, etc. Contractor shall also notify Contract Administrator/designee when light bulbs need replacing.

7. SUPPLIES

Contractor shall provide paper products, plastic trash liners, urinal blocks/screens, mechanical or electrical odor control devices, soap for existing dispensers and/or soap cartridges for (OPS Vandal Proof Dispensers #1015-01G Archer Manufacturing), cleaning supplies, disinfectants, and equipment for cleaning. City will supply the Contractor with cartridges and blue seal for

waterless urinals as needed.

The City uses both standard and the larger 9" toilet paper rolls, which will be required for refilling the restrooms. The 9" roll dispensers being installed are as follows (ASI Surface Mounted Twin 9" Jumbo Roll Toilet Tissue Dispenser -0040).

Should the Contractor not furnish the proper supplies, City will purchase the needed supplies and charge them against the Contractor's invoice at the City's cost plus 10%.

8. GENERAL

8.1. RECORDS

Contractor shall keep a Daily Work Report and other reports as required and deliver them to the Contract Administrator/designee daily. These reports may be modified at any time to meet the needs of the Contract Administrator/designee. City will supply a master copy of the form; however, it shall be the Contractor's responsibility to make copies for employees.

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

8.2. SAFETY CONSIDERATIONS

The Contractor shall furnish and place such temporary signs or notices or temporarily close any portion of the site during cleaning operations that the Contractor may deem necessary to warn or adequately protect the public from possible hazardous conditions. Special precautions should be used if power equipment is operated near pedestrians. Caution signs shall be furnished by the Contractor at no additional cost to City.

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

For any issues with homeless people during the Contractor's working hours, please call the Chandler Police Department at 480-782-4000.

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

The use of chemical products in the cleaning, sanitizing, and disinfecting of the restrooms will be in accordance with the label's instructions. Contractor will instruct and ensure that their employees adhere to the directions on the label.

8.3. LOST AND FOUND. Contractor shall provide safe storage for found articles and deliver unclaimed articles weekly to the Contract Administrator/designee. All incidents of

lost/found shall be recorded in the Daily Work Report.

8.4. CONSTRUCTION WORK IN THE AREA. When a location is under construction or otherwise taken out of service, the Contractor may be relieved of all or part of the contract obligations for the area designated. Since the Contractor will not perform full service, monthly payments will be reduced. The percentage of reduction will be determined by the City after discussing the scope and extent with the Contractor.

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

8.5. CORRECTIVE RE-WORK. The Contract Administrator/designee will determine the quality and acceptability of any work performed under the contract.

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

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

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

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

8.6. EQUIPMENT. The Contractor shall provide and maintain, during the entire period of this contract, sufficient equipment in number, operational condition, and capacity to efficiently perform the work and render the services required by this contract.

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

8.7. EXTRA WORK. Special Events may require additional restroom service cleanings. Contractor shall submit an hourly labor charge for extra work as part of the price sheet.

The rate shall include all labor, equipment, and supplies needed to perform the work. The hourly rate for laborers will remain firm for the duration of the contract.

If City desires additional cleaning and/or service beyond the scope of this contract, the Contractor shall be requested to submit an estimate to City before work. The estimate will be reviewed by the Contract Administrator/designee. (The City reserves the right to perform the work by others if in the best interest of the City.) Upon completion of an approved service, Contractor shall be paid in accordance with the price sheet for extra work.

The Contractor may provide other related services upon request from the City.

EXHIBIT B TO AGREEMENT COMPENSATION AND FEES

All prices listed shall be tax inclusive.

ITEM #	NAME OF PARK	MONTHLY PRICE	QTY	ANNUAL PRICE
1.	Desert Breeze – Playground restroom facility; 378 sq. ft.	\$506.50	12	\$ 6,078.00
2.	Desert Breeze – South Ramada restroom facility; 288 sq. ft.	\$385.91	12	\$ 4,630.92
3.	Arrowhead Park – restroom facility; 378 sq. ft.	\$506.50	12	\$ 6,078.00
4.	Shawnee Park – restroom facility; 270 sq. ft.	\$361.79	12	\$ 4,341.48
5.	Apache Park – restroom facility; 162 sq. ft.	\$217.07	12	\$ 2,604.84
6.	Navarrete Park – restroom facility; 108 sq. ft.	\$144.71	12	\$ 1,736.52
7.	Pima Park – restroom facility; 270 sq. ft.	\$361.79	12	\$ 4,341.48
8.	Folley Park – restroom facility; 480 sq. ft.	\$643.18	12	\$ 7,718.16
9.	Tumbleweed Park East – restroom facility; 540 sq. ft.	\$723.57	12	\$ 8,682.84
10.	Tumbleweed Park Playtopia restroom facility; 700 sq. ft.	\$937.97	12	\$11,255.64
11.	**Transit Facility - Tumbleweed – Park & Ride restroom facility; 100 sq. ft.	\$134.00	12	\$ 1,608.00
12.	Tumbleweed Park West Soccer Complex restroom facility 647 sq. ft.	\$866.95	12	\$10,403.40
13.	Tumbleweed Park Softball Complex restroom facility 608 sq. ft.	\$814.95	12	\$ 9,776.28
14.	**Transit Facility - Chandler Fashion Center Transit Station restroom facility; 100 sq. ft.	\$134.00	12	\$ 1,608.00
15.	Chuparosa Park – Restroom Facility; 578 sq. ft.	\$774.49	12	\$ 9,293.88
16.	A. J. Chandler Park – restroom facility; 360 sq. ft.	\$482.38	12	\$ 5,788.56
17.	Snedigar Park – Baseball Complex restroom facility; 372 sq. ft.	\$498.46	12	\$ 5,981.52
18.	Snedigar Park – West Soccer Field restroom facility; 712 sq. ft.	\$954.05	12	\$11,448.60
19.	Snedigar Park – East Soccer Field restroom facility; 712 sq. ft.	\$954.05	12	\$11,448.60
20.	Nozomi Sportsplex Ball field – restroom facility; 486 sq. ft.	\$651.22	12	\$ 7,814.64
21.	Nozomi Dog Park – restroom facility; 270 sq. ft.	\$361.79	12	\$ 4,341.48
22.	Espee Park – restroom facility; 540 sq. ft.	\$723.57	12	\$ 8,682.84
31.	Tibshraeny Park – restroom facility; 300 sq. ft.	\$401.99	12	\$ 4,823.88
24.	Paseo Vista Park–restroom facilities (2) by Archery range; 250 sq. ft. ea. & (2) by Playground area; 250 sq. ft.	\$1,339.95	12	\$16,079.40
25.	Veterans Oasis Park – restroom facility; 360 sq. ft.	\$482.38	12	\$ 5,788.56
TOTAL FOR ITEMS 1-25				\$172,355.52

* On-call as needed. **Transit Facilities to be invoiced directly to Transit Services.

COMPANY NAME: _____

EXTRA WORK:

Hourly rate for extra work, inclusive of equipment and supplies \$31.55 per hour

Hourly rate for exterior wall cleaning, inclusive of equipment and supplies \$41.02 per hour

Hourly rate for steam cleaning, inclusive of equipment and supplies \$41.02 per hour

ALTERNATE:

Possible and/or additional weekend or daytime cleaning of the following restrooms as requested by the Contract Administrator/designee.

ITEM #	NAME OF PARK	PRICE PER SERVICE
24.	Nozomi Baseball Complex restroom facility	\$ 61.12
25.	Snedigar East Soccer Field restroom facility	\$ 62.16
26.	Snedigar West Soccer Field restroom facility	\$ 51.80
27.	Snedigar Baseball Complex restroom facility	\$ 27.07
28.	Chuparosa restroom facility	\$ 50.46
29.	Desert Breeze Playground restroom facility	\$ 27.50
28.	Desert Breeze South Ramada restroom facility	\$ 25.14
30.	Arrowhead restroom facility	\$ 33.00
31.	Pima restroom facility	\$ 23.57
32.	Folley Park restroom facility	\$ 41.91
33.	Espee Park restroom facility	\$ 47.15
34.	Tumbleweed Ranch – restroom (ON-CALL); 98 sq. ft.	\$151.33
35.	Tumbleweed West Soccer Complex restroom facility	\$ 47.07
36.	Tumbleweed Softball Complex restroom facility	\$ 44.24
37.	Tumbleweed Playtopia restroom facility	\$ 50.93
TOTAL FOR ITEMS 24-37		\$744.45

The alternate list shall be included in the award if funds permit. The City reserves the right to award or deny the alternate work.

COMPANY NAME: _____

EXHIBIT C
PARK RESTROOM ADDRESSES

NAME OF PARK	ADDRESS (APPROXIMATE)
Desert Breeze	660 N. Desert Breeze Blvd, East
Arrowhead Meadows Park	1475 W. Erie St.
Shawnee Park	1400 W. Mesquite St.
Apache Park	1300 N. Hartford St.
Navarrete Park	501 W. Harrison St.
Pima Park	625 N. McQueen Rd.
Folley Memorial Park	601 E. Frye Rd.
Tumbleweed Park	2250 S. McQueen Rd.
Chandler Fashion Center Transit Station	3334 W Fry Rd.
Chuparosa Park	2400 S. Dobson Rd.
A. J. Chandler Park	3 S. Arizona Pl.
Snedigar Sportsplex	4500 S. Basha Rd.
Nozomi Park	250 S. Kyrene Rd.
Espee Park	450 E. Knox Rd.
Tibshraeny Family Park	270 N. Cottonwood
Paseo Vista	3850 S. McQueen Rd.
Veterans Oasis Park	4050 E. Chandler Heights Rd.

EXHIBIT D
RESTROOM DETAILS

	PARK	FLOOR SF	TOILETS	URINALS	SINKS	MIRRORS	FOUNTAINS
1	Desert Breeze – Playground restroom facility; 378 sq. ft.	378	6	2	4	4	1
2	Desert Breeze – Ramada restroom facility; 288 sq. ft.	288	3	1	2	2	0
3	Arrowhead Park – restroom facility; 378 sq. ft.	378	6	2	4	0	1
4	Shawnee Park – restroom facility; 270 sq. ft.	270	3	1	2	2	2
5	Apache Park – restroom facility; 162 sq. ft.	162	3	1	2	0	0
6	Navarrete Park – restroom facility; 108 sq. ft.	108	2	0	2	2	1
7	Pima Park – restroom facility; 270 sq. ft.	270	3	1	2	2	2
8	Folley Park – restroom facility; 480 sq. ft.	480	4	2	4	0	1
9	Tumbleweed Park – East restroom facility; 540 sq. ft.	540	5	1	4	4	2
10	Tumbleweed Park – Playtopia restroom facility; 700 sq. ft.	700	9	3	4	4	1
11	Tumbleweed Park – West Soccer Complex restroom facility; 647 sq. ft.	647	10	0	10	10	2
12	Tumbleweed Park – Softball Complex restroom facility; 608 sq. ft.	608	10	10	6	2	4
13	*Transit - Tumbleweed – Park & Ride restroom facility; 100 sq. ft.	100	1	0	1	1	2
14	*Transit - Chandler Fashion Center Transit Station restroom facility; 100 sq. ft.	100	1	0	1	1	0
15	Chuparosa Park – Restroom Facility; 578 sq. ft.	578	6	2	4	3	1
16	A.J. Chandler Park – restroom facility; 360 sq. ft.	360	7	2	4	4	0
17	Snedigar Park – Baseball Field restroom facility; 372 sq. ft.	372	6	2	2	2	0
18	Snedigar Park – Soccer Field restroom facility; 712 sq. ft.	712	9	3	4	4	2
19	Snedigar Park – East restroom facility; 712 sq. ft.	712	9	3	4	4	2
20	Nozomi Sportsplex Ball field – restroom facility; 486 sq. ft.	486	5	2	5	1	2
21	Nozomi Dog Park – restroom facility; 270 sq. feet	270	3	1	2	2	0
22	Espee Park – restroom facility; 540 sq. feet	540	9	3	4	4	2
23	Tibshraeny Park – restroom facility; 300 sq. ft.	300	3	1	2	2	2
24	Paseo Vista Park-restroom facilities; 392 sq. ft.	392	8	0	8	8	4
24	Tumbleweed Farm - restroom facilities; 98 sq. ft.	98	2	0	2	2	1
25	Veterans Oasis Park - restroom facilities; 360 sq. ft	360	3	1	2	2	1
		10,209	136	44	91	72	36
*Transit Facility (to be invoiced directly to Transit Services)							



EXHIBIT E
DAILY WORK REPORT
CITY OF CHANDLER
PARKS RESTROOM MAINTENANCE

DATE: _____ CONTRACTOR: _____

INSPECTED BY: _____ RESTROOM LOCATION: _____

Please describe all "Yes" answers with detailed information. Use the back of this form for more space.

1. Any problems or issues requiring additional or immediate attention?

___No

___Yes

Describe: _____

2. Any damage or vandalism? ___No ___Yes Describe: _____

3. Any repairs needed? ___No ___Yes Describe: _____

4. Any lost and found items? ___No ___Yes Describe: _____

5. Any scheduled areas not serviced? ___No ___Yes Describe: _____

6. Amount of inventory used (only if applicable):

Trash liners_____ Toilet Paper_____ Seat covers_____ Paper towels_____

Waterless Cartridges_____ Soap Cartridges_____

7. Comments:

Employee Name		Time In	Time Out	Employee Name		Time In	Time Out

26

Additional Check Sheet (daily unless noted otherwise)

FLOORS & WALLS CLEANED (SWEPT/MOPPED/SPRAYED)		MIRRORS CLEANED	
TOILET PARTITIONS WIPED		FIXTURES WIPED	
DOORS CLEANED		TRASH RECEPTACLES EMPTIED	
SINKS CLEANED		SPIDER WEBS REMOVED	
TOILETS CLEANED		TRASH PICKED UP (OUTSIDE AND INSIDE)	
URINALS CLEANED		TOILET PAPER RESTOCKED	
MECHANICAL ODOR CONTROL		CEILING (WALLS CLEANED)	
URINAL CAKES/SCREENS REPLACED		WATER FOUNTAINS CLEANED	
SOAP DISPENSERS FILLED		CEILINGS CLEANED (WEEKLY)	
OUTSIDE PERIMETER AREA CLEANED		WINDOWS CLEANED (WEEKLY)	

EXHIBIT F 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 G TO AGREEMENT SPECIAL CONDITIONS

ACCESS TO SECURED FACILITIES

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

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

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

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

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

that three breaches by Contractor of this Section arising out of any default within a consecutive period of three months or three breaches by Contractor of this Section arising out of the same default within a period of 12 consecutive months shall constitute a material breach of this Agreement by Contractor and the City expressly reserves all of its rights, remedies and interests under this Agreement, at law and in equity including, but not limited to, termination of this Agreement.

Certificate Of Completion

Envelope Id: A047C51E-07E7-45F5-AE0C-9725D55D65F2		Status: Sent
Subject: Complete with Docusign: 4862 Agreement Edit.pdf, 4862 Agreement Legal Signed.pdf		
EDMS Application: CC-AGRMTS		
Source Envelope:		
Document Pages: 32	Signatures: 1	Envelope Originator:
Certificate Pages: 5	Initials: 0	Saranna Davidson
AutoNav: Enabled		PO Box 4008
Envelopeld Stamping: Enabled		Chandler, 85244
Time Zone: (UTC-07:00) Arizona		Saranna.Davidson@chandleraz.gov
		IP Address: 198.241.2.1

Record Tracking

Status: Original	Holder: Saranna Davidson	Location: DocuSign
12/17/2024 12:06 PM	Saranna.Davidson@chandleraz.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: City of Chandler	Location: DocuSign

Signer Events	Signature	Timestamp
Jae Song		Sent: 12/17/2024 02:36 PM
jae.song@ubmhq.com		Viewed: 12/17/2024 02:50 PM
C.O.O		Signed: 12/17/2024 02:51 PM
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style	
	Using IP Address: 172.226.188.3	
	Signed using mobile	

Electronic Record and Signature Disclosure:
Accepted: 12/17/2024 | 02:50 PM
ID: c203966e-5370-4b23-9911-18c92e679d4a

Records Division

Signing Group: Records Division
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Daniel Brown
Daniel.Brown@chandleraz.gov
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Accepted: 7/1/2021 | 08:17 AM
ID: 563d172a-e614-4b9b-b2a1-61a0afc8280a

Kevin Hartke
kevin.hartke@chandleraz.gov
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Accepted: 6/28/2021 | 11:17 AM
ID: 2531f230-027c-41f7-9166-1189df6a8c8f

Dana DeLong
Dana.DeLong@chandleraz.gov
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
Accepted: 6/28/2021 01:03 PM ID: e796186e-c533-4a41-978c-34d69e29778a		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Records Division		Sent: 12/17/2024 02:51 PM
Records Management Administrator City of Chandler Signing Group: Records Division Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign Jae Song jae.song@ubmhq.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 12/17/2024 02:50 PM ID: c203966e-5370-4b23-9911-18c92e679d4a		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/17/2024 02:36 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Chandler (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.15 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Chandler:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: esignature@chandleraz.gov

To advise City of Chandler of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at esignature@chandleraz.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Chandler

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to esignature@chandleraz.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Chandler

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to esignature@chandleraz.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Chandler as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Chandler during the course of your relationship with City of Chandler.