



**PURCHASING ITEM
FOR
COUNCIL AGENDA
Memo No. CNS16-006**

1. Agenda Item Number:

27

2. Council Meeting Date:
August 13, 2015

TO: MAYOR & COUNCIL
THROUGH: CITY MANAGER

3. Date Prepared: July 30, 2015

4. Requesting Department: Community and
Neighborhood Services

5. SUBJECT: Agreement No. PM6-988-3565 with Environmental Earthscapes dba The Groundskeeper for Park Mowing Services, for the period of September 1, 2015, through August 31, 2016, in an amount not to exceed \$375,571.20 with the option to renew for four additional one-year terms.

6. RECOMMENDATION: Staff recommends City Council approve Agreement No. PM6-988-3565, with Environmental Earthscapes dba The Groundskeeper for Park Mowing Services, for the term of September 1, 2015, through August 31, 2016, in an amount not to exceed \$375,571.20 with the option to renew for four additional one-year terms.

7. BACKGROUND/DISCUSSION: The Parks Division contracts with an outside vendor for the turf mowing of 66 Park sites. The total amount of turf to be mowed is 500 acres. Parks are mowed weekly from April through September, bi-monthly in March and October and monthly from November through February.

This Agreement also includes two alternate bids for park mowing. The first alternate augments the sports field turf enhancement program that Council approved as part of the FY 2015-2016 budget, and allows the City to increase the frequency of mowing of sports fields from once a week to twice a week from June through September. This additional mowing will allow us to remove less than one-third of the grass blade, which will decrease stress to the turf resulting in less weed growth, insects, and disease over time. The second alternate allows for an increase in mowing frequencies at all parks during the winter months. This will result in parks being mowed three times per month in March and April and twice a month November through February. The increase in the number of mowings will assist us with keeping the grass at a more aesthetically pleasing height to the public during winter months.

The Agreement also provides for an allowance for additional tasks such as extra mowings, aeration, weed control, and fertilization. Council approved additional funding in the amount of \$50,000 in the FY 2014-2015 budget for the application of pre-emergent for weed control in City park turf areas. The additional pre-emergent application will be added to this Agreement.

8. EVALUATION PROCESS: On June 9, 2015, City staff issued an Invitation for Bid for Park Mowing Services. Notification was sent to all registered vendors and six (6) bids were received from the following companies:

Environmental Earthscapes dba The Groundskeeper	\$ 325,571.20*
Pacheco Gardening	\$ 495,518.00
Mariposa Landscape	\$ 931,553.36
ISS Grounds	\$ 349,018.34
Artistic Land Management	\$ 558,173.32
Somerset	\$ 579,305.92

Staff reviewed all bids and recommends award of park mowing services to the lowest responsible and responsive bidder, Environmental Earthscapes dba The Groundskeeper. The term of this agreement is September 1, 2015, through August 31, 2016, with the option to renew for four additional one-year terms.

*An additional \$50,000 has been added to this Agreement to fund the application of pre-emergent in our park turf areas.

9. FINANCIAL IMPLICATIONS:

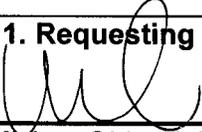
<u>Acct. No.:</u>	<u>Fund Name:</u>	<u>Program Name:</u>	<u>Amount:</u>
101.4530.5410	General Fund	Buildings & Grounds R & M	\$325,571.20
101.4530.5219	General Fund	Other Prof/Contract Services	\$ 50,000.00

10. PROPOSED MOTION: Move that City Council approve Agreement No. PM6-988-3565 with Environmental Earthscapes dba The Groundskeeper for Park Mowing Services, for the period of September 1, 2015, through August 31, 2016, in an amount not to exceed \$375,571.20 with the option to renew for four additional one-year terms.

ATTACHMENT: Agreement

APPROVALS

11. Requesting Department



Mickey Ohland, Park Development & Operations
Manager

12. Department Head



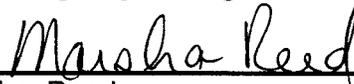
Jennifer Morrison, Community & Neighborhood
Services Director

13. Procurement Officer.



Raquel McMahon, CPPB

14. Acting City Manager



Marsha Reed

**CITY OF CHANDLER SERVICES AGREEMENT
PARKS MOWING
AGREEMENT NO.: PM6-988-3565**

THIS AGREEMENT is made and entered into this ____ day of _____, 2015, by and between the City of Chandler, a Municipal Corporation of the State of Arizona, hereinafter referred to as "City", and **Environmental Earthscapes dba The Groundskeeper**, hereinafter referred to as "Contractor".

WHEREAS, Contractor represents that Contractor has the expertise and is qualified to perform the services described in the Agreement.

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

1. AGREEMENT ADMINISTRATOR:

1.1. Agreement Administrator. Contractor shall act under the authority and approval of the Parks Maintenance Superintendent or designee (Agreement Administrator), to provide the services required by this Agreement.

1.2. Key Staff. This Agreement has been awarded to Contractor based partially on the key personnel proposed to perform the services required herein. Contractor shall not change nor substitute any of these key staff for work on this Agreement without prior written approval by City.

1.3. Subcontractors. During the performance of the Agreement, Contractor may engage such additional Subcontractor as may be required for the timely completion of this Agreement. In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Agreement rests with Contractor.

1.4. Subcontracts. Contractor shall not enter into any Subcontract under this Agreement for the performance of this Agreement without the advance written approval of City. The subcontract shall incorporate by reference the terms and conditions of this Agreement.

2. SCOPE OF WORK: Contractor shall provide parks mowing services all as more specifically set forth in Exhibit A, Pricing, Exhibit B, Equipment listing, Exhibit C and Maps, Exhibit D attached hereto and made a part hereof by reference.

2.1 Non-Discrimination. The Contractor shall comply with all applicable City, State and Federal laws, rules and regulations, including the Americans with Disabilities Act.

2.2 Licenses. Contractor shall maintain in current status all Federal, State and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this agreement.

2.3 Advertising, Publishing and Promotion of Agreement. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Agreement without the prior written approval of the City.

2.4 Compliance with Applicable Laws. Contractor shall comply with all applicable City, State and Federal laws, and with all applicable licenses and permit requirements.

2.4.1 The Contractor hereby warrants to the City that the Contractor and each of its subcontractors ("subcontractors") will comply with all Federal Immigration laws and regulations that relate to the immigration status of their employees and the requirement to use E-Verify, hereinafter "Contractor Immigration Warranty".

2.4.2 A breach of the Contractor Immigration Warranty shall constitute a material breach of this Agreement that is subject to penalties up to and including termination of the agreement.

- 2.4.3** The City retains the legal right to inspect the papers of any Contractor or Subcontractor employee who works on this Agreement to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. The Contractor agrees to assist the City in the conduct of any such inspections.
- 2.4.4** The City may, at its sole discretion, conduct random verifications of the employment records of the Contractor and any Subcontractors to ensure compliance with Contractors Immigration Warranty. The Contractor agrees to assist the City in performing any such random verification.
- 2.4.5** The provisions of this Article must be included in any agreement the Contractor enters into with any and all of its subcontractors who provide services under this Agreement or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.
- 2.5 ACCEPTANCE AND DOCUMENTATION:** Each task shall be reviewed and approved by the Agreement Administrator to determine acceptable completion.
- 3.1. Records.** The Contractor shall retain and shall contractually require each Subcontractor to retain all data and other "records" relating to the acquisition and performance of the Agreement for a period of five years after the completion of the Agreement.
- 3.2. Audit.** At any time during the term of this Agreement and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the City to the extent that the books and records relate to the performance of the Agreement or Subcontract. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 3.3. Property of City.** Any materials, including reports, computer programs and other deliverables, created under this Agreement are the sole property of City. Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. Contractor shall not use or release these materials without the prior written consent of City.

4. PRICE:

- 4.1** CITY shall pay to CONTRACTOR an amount not to exceed **THREE HUNDRED SEVENTY FIVE THOUSAND, FIVE HUNDRED SEVENTY ONE DOLLARS AND TWENTY CENTS (\$375,571.20)** for the completion of all the work and services described herein, which sum shall include all costs or expenses incurred by CONTRACTOR, payable as set forth in Exhibit B, attached hereto and made a part hereof by reference.
- 4.2 Taxes.** Contractor shall be solely legally responsible for any and all tax obligations, which may result out of Contractor's performance of this Agreement. City shall have no legal obligation to pay any amounts for taxes, of any type, incurred by Contractor. City agrees that Contractor may bill the City for applicable privilege license taxes which are paid for by Contractor and that the City will reimburse Contractor for privilege license taxes actually paid by Contractor. If Contractor obtains any refund of privilege license taxes paid, City will be entitled to a refund of such amounts.
- 4.3 Payment.** A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or completion of specified services and receipt of a correct invoice. Any quantities shown are estimates only, based upon available information. Payment shall be based on actual quantities and there is no guarantee that any certain quantity shall be required by City. City reserves the right to increase or decrease the quantities actually required.
- 4.4 IRS W9 Form.** In order to receive payment Contractor shall have a current I.R.S. W9 Form on file with City, unless not required by law.

- 4.5 Price Adjustment in Extension Terms.** All prices offered herein shall be firm against any increase for the initial one year term of the Agreement. Prior to commencement of subsequent renewal terms, City may approve a fully documented request for a price adjustment. City expects that all requested price increases will be directly correlated to a necessary cost increase to Contractor that was clearly unpredictable on the date Contractor executed the Agreement for the initial or earlier extension term. City shall determine whether any requested price increases for extension terms is acceptable to the City. If 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.
- 4.6 Price Reduction.** Contractor shall offer City a price reduction for its services concurrent with a published price reduction made to other customers.
- 5. TERM:** The term of the Agreement is **ONE year**, commencing on **SEPTEMBER 1, 2015** and terminating on **AUGUST 31, 2016** unless sooner terminated in accordance with the provisions herein. City reserves the right, at its sole discretion, to extend the Agreement for up to **FOUR** additional terms of **ONE year** each. Additionally, the contract may be extended unilaterally for a period of sixty days.
- 6. USE OF THIS AGREEMENT:** The Agreement is for the sole convenience of the City of Chandler. City reserves the rights to obtain like services from another source to secure significant cost savings or when timely completion cannot be met by Contractor.
- 6.1. 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. A current listing of eligible entities may be found at www.maricopa.gov/materials and then click on 'Contracts', 'S.A.V.E.' listing and 'ICPA'. 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 (5) times during a month, Contractor shall submit a full set of fingerprints to the school of each person or employee who may provide such service. The District shall 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 shall comply with the governing body fingerprinting policies of each individual school district/public entity. Contractor, sub-contractors, vendors and their employees shall 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 shall not be responsible for any disputes arising out of transactions made by other agencies who utilize this Agreement.

- 6.2 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.
- 6.3 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.
- 6.4 Exclusive Possession:** All services, information, computer program elements, reports and other deliverables created under this Agreement are the sole property of the City of Chandler and shall not be used or released by the Contractor or any other person except with prior written permission by the City.

7. CITY'S CONTRACTUAL REMEDIES:

- 7.1. **Right to Assurance.** If the City in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Agreement, the Agreement Administrator may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the City's option, be the basis for terminating the Agreement in addition to any other rights and remedies provided by law or this Agreement.
- 7.2. **Stop Work Order.** The City may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Agreement for period(s) of days indicated by the City after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
- 7.3. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Agreement Administrator shall make an equitable adjustment in the delivery schedule or Agreement price, or both, and the Agreement shall be amended in writing accordingly.
- 7.4. **Non-exclusive Remedies.** The rights and the remedies of the City under this Agreement are not exclusive.
- 7.5. **Nonconforming Tender.** Services and materials supplied under this Agreement shall fully comply with Agreement requirements and specifications. Services or materials that do not fully comply constitute a breach of agreement.
- 7.6. **Right of Offset.** The City shall be entitled to offset against any sums due Contractor, any expenses or costs incurred by the City, or damages assessed by the City concerning the Contractor's non-conforming performance or failure to perform the Agreement, including expenses to complete the work and other costs and damages incurred by City.

8. TERMINATION:

- 8.1.1 **Termination for Convenience:** City reserves the right to terminate this Agreement or any part thereof for its sole convenience with thirty (30) days written notice. In the event of such termination, Contractor shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and subcontractors to cease such work. As compensation in full for services performed to the date of such termination, the Contractor shall receive a fee for the percentage of services actually performed. This fee shall be in the amount to be mutually agreed upon by the Contractor and City, based on the agreed Scope of Work. If there is no mutual agreement, the Management Services Director or designee shall determine the percentage of work performed under each task detailed in the Scope of Work and the Contractor's compensation shall be based upon such determination and Contractor's fee schedule included herein.
- 8.1.2 **Termination for Cause:** City may terminate this Agreement for Cause upon the occurrence of any one or more of the following events:
- 1) If Contractor fails to perform pursuant to the terms of this Agreement
 - 2) If Contractor is adjudged a bankrupt or insolvent;
 - 3) If Contractor makes a general assignment for the benefit of creditors;
 - 4) If a trustee or receiver is appointed for Contractor or for any of Contractor's property;

- 5) If Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws;
- 6) If Contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction;

Where Agreement has been so terminated by City, the termination shall not affect any rights of City against Contractor then existing or which may thereafter accrue.

- 8.3. Cancellation for Conflict of Interest.** Pursuant to A.R.S. § 38-511, City may cancel this Agreement after Agreement execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the City is or becomes at any time while this Agreement or an extension of this Agreement is in effect, an employee of or a consultant to any other party to this Agreement. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.
- 8.4. Gratuities.** City may, by written notice, terminate this Agreement, in whole or in part, if City determines that employment or a Gratuity was offered or made by Contractor or a representative of Contractor to any officer or employee of City for the purpose of influencing the outcome of the procurement or securing this Agreement, an amendment to this Agreement, or favorable treatment concerning this Agreement, including the making of any determination or decision about agreement performance. The City, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by Contractor.
- 8.5. Suspension or Debarment.** City may, by written notice to the Contractor, immediately terminate this Agreement if City determines that Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of an agreement shall attest that the Contractor is not currently suspended or debarred. If Contractor becomes suspended or debarred, Contractor shall immediately notify City.
- 8.6. Continuation of Performance Through Termination.** The Contractor shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.
- 8.7. No Waiver.** Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
- 8.8. Availability of Funds for the next Fiscal Year.** Funds may not presently be available under this Agreement beyond the current fiscal year. No legal liability on the part of the City for services may arise under this Agreement beyond the current fiscal year until funds are made available for performance of this Agreement. The City may reduce services or terminate this Agreement without further recourse, obligation, or penalty in the event that insufficient funds are appropriated. The City Manager shall have the sole and unfettered discretion in determining the availability of funds.
- 9. FORCE MAJEURE:** Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, power failures, or earthquakes.
- 10. DISPUTE RESOLUTION:**
 - 10.1. Arizona Law.** This Agreement shall be governed and interpreted according to the laws of the State of Arizona.

10.2. Jurisdiction and Venue. The parties agree that this Agreement is made in and shall be performed in Maricopa County. Any lawsuits between the Parties arising out of this Agreement shall be brought and concluded in the courts of Maricopa County in the State of Arizona, which shall have exclusive jurisdiction over such lawsuits.

10.3. Fees and Costs. Except as otherwise agreed by the parties, the prevailing party in any adjudicated dispute relating to this Agreement is entitled to an award of reasonable attorney's fees, expert witness fees and costs including, as applicable, arbitrator fees.

11. INDEMNIFICATION: To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall defend, indemnify and hold harmless City and any of its elected or appointed officials, officers, directors, commissioners, board members, agents or employees from and against any and all allegations, demands, claims, proceedings, suits, actions, damages, including, without limitation, property damage, environmental damages, personal injury and wrongful death claims, losses, expenses (including claim adjusting and handling expenses), penalties and fines (including, but not limited to, attorney fees, court costs, and the cost of appellate proceedings), judgments or obligations, which may be imposed upon or incurred by or asserted against the City by reason of this Agreement or the services performed or permissions granted under it, or related to, arising from or out of, or resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused in whole or part by Contractor, or any of its subcontractors, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, relating to the discharge of any duties or the exercise of any rights or privileges arising from or incidental to this Agreement, including but not limited to, any injury or damages claimed by any of Contractor's and subcontractor's employees.

The amount and type of insurance coverage requirements set forth in the Agreement will in no way be construed as limiting the scope of indemnity in this paragraph.

12. INSURANCE:

1. General.

- A. At the same time as execution of this Agreement, the Contractor shall furnish the City of Chandler 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.
2. **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.
3. **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.
- B. *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 Contractor's insurance must contain broad form contractual liability coverage and must not exclude liability arising out of explosion, collapse, or underground property damage hazards ("XCU") coverage.
 3. 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.

4. 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.
5. 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.
6. Coverage provided by the Contractor must not be limited to the liability assumed under the indemnification provisions of this Agreement.
7. 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.
8. The Contractor, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of 3 years following completion and acceptance of the Work. The Contractor must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this 3 year period containing all the Agreement insurance requirements, including naming the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.
9. 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. If any of the required policies expire during the life of this Agreement, the Contractor must forward renewal or replacement Certificates to the City within 10 days after the renewal date containing all the necessary insurance provisions.
10. By signing this Agreement, the Contractor certifies it is fully aware of Insurance Requirements contained in the Agreement and assures the City of Chandler that it is able to produce the Insurance coverage required.
11. Should the Contractor become unable to produce the Insurance coverage specified within ten working days, the Contractor is fully aware and understands that it may not be considered for further projects by City of Chandler.

13. NOTICES: All notices or demands required to be given pursuant to the terms of this Agreement shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

In the case of the CITY

Agreement Administrator: Parks Maintenance Superintendent
 Contact: Tyrone Allen
 Mailing Address: PO Box 4008, MS 906
 Physical Address: _____
 City, State, Zip Chandler, AZ 85244
 Phone: 480-782-2667
 FAX: 480-782-2560

Email: tyrone.allen@chandleraz.gov

In the case of the CONTRACTOR

Firm Name: The Groundskeeper
 Contact: Paul Tripp
 Address: 525 S. Swan Rd.
 City, State, Zip Tucson, AZ 85703
 Phone: 480-545-0456
 FAX: 480-545-0016
pault@groundskeeper.com

Notices shall be deemed received on date delivered, if delivered by hand, and on the delivery date indicated on receipt if delivered by certified or registered mail.

14. CONFLICT OF INTEREST:

- 14.1. No Kickback.** 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 City Council or any employee of the City has any interest, financially or otherwise, in the firm unless this interest has been declared pursuant to the provisions of A.R.S. Section 38-501. Any such interests were disclosed in Contractor's proposal to the City.
- 14.2. Kickback Termination.** City may cancel any agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the City is, at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a Contractor to any other party to the Agreement with respect to the subject matter of the Agreement. The cancellation shall be effective when written notice from City is received by all other parties, unless the notice specifies a later time (A.R.S. §38-511).
- 14.3. No Conflict:** Contractor stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this project.

15. GENERAL TERMS:

- 15.1. Ownership.** All deliverables and/or other products of the Agreement (including but not limited to all software documentation, reports, records, summaries and other matter and materials prepared or developed by Contractor in performance of the Agreement) shall be the sole, absolute and exclusive property of City, free from any claim or retention of right on the part of Contractor, its agents, sub-contractors, officers or employees.
- 15.2. Entire Agreement.** This Agreement, including all Exhibits attached hereto, constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Agreement may not be modified or amended except by a written document, signed by authorized representatives or each party.
- 15.3. Assignment:** Services covered by this Agreement shall not be assigned in whole or in part without the prior written consent of the City.
- 15.4. Amendments.** The Agreement may be modified only through a written Agreement Amendment executed by authorized persons for both parties. Changes to the Agreement, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the City in writing or made unilaterally by the Contractor are violations of the Agreement. Any such changes, including unauthorized written Agreement Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Agreement based on such changes.
- 15.5. Independent Contractor.** The Contractor under this Agreement is an independent Contractor. Neither party to this Agreement shall be deemed to be the employee or agent of the other party to the Agreement.

15.6. No Parole Evidence. This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

15.7. Authority: Each party hereby warrants and represents that it has full power and authority to enter into and perform this Agreement, and that the person signing on behalf of each has been properly authorized and empowered to enter this Agreement. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names to this ____ day of _____, 2015.

FOR THE CITY OF CHANDLER

FOR THE CONTRACTOR

Mayor/Designee

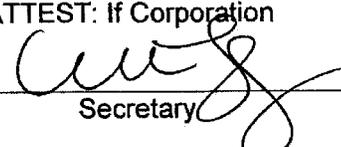
By: 

Signature

ATTEST:

City Clerk

SEAL

ATTEST: If Corporation


Secretary

Approved as to form:

City Attorney^(kb)

EXHIBIT A SCOPE OF WORK

GENERAL INFORMATION

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

GENERAL VENDOR QUALIFICATIONS

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

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

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

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

PARKS MOWING SPECIFICATIONS

1. **DESCRIPTION:** CONTRACTOR shall furnish all labor, licenses and permits, as well as material and equipment necessary to maintain the City locations as specified herein. For this Agreement, the CONTRACTOR shall be a licensed landscape CONTRACTOR and licensed by the Registrar of Contractors. CITY is requiring the CONTRACTOR have a qualifying party, **at time of submittal** and during the term of the contract, with an A-21 license with the Registrar of Contractors as well as a qualifying party with a B-3 and B-5 license with the Office of Pest Management (<http://www.sb.state.az.us/LicCatDefConv.php>). The specifications listed herein are the *minimum requirements* and are intended to govern this Agreement. The CITY reserves the right to evaluate variations from these specifications.

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

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

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

Maps for all sites are attached.

- 1.1 **MOWING REQUIREMENTS:** CONTRACTOR shall mow and edge grass areas to approximately one and one-half to two inches (1½" to 2") in height. Uneven cuts, scalping and varying heights will be considered unsatisfactory to CITY standards. CONTRACTOR may be penalized up to the full cost of the mowing for failure to comply. Lawn areas shall be mowed and edged no less than every 30 days during (November-February), winter month period but as often as necessary to provide a pleasant appearance. Lawn areas shall be mowed and edged every fourteen (14) days during March and October). Lawn areas shall be

mowed and edged every seven (7) days during the months of April through September. Failure to mow turf within this time period will result in non-payment for that week.

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

Mowing Detail: CONTRACTOR shall edge grass areas adjacent to sidewalks, curbs, and hard surface pads or patios only with a line trimmer. CITY Park staff will require certain edges, fence lines, trees, and borders be chemically treated. Chemical control of grass will be permitted along chain link fences, around sign posts, underneath certain play equipment, structures, certain trees and in sidewalk expansion joints *only*.

In parks designated with a sports field (e.g. softball, soccer, football, or cricket field) mowing height shall be set year around at 1" – 1 ½" for the "in-play" area of all designed sports fields unless otherwise directed by the Contract Administrator/designee. For soccer fields, this shall be line-to-line; for softball fields, flag football fields and cricket fields, it shall be fence-to-fence or the granite-to-granite area. Spectator areas are not part of the sports field mowing requirements. All clippings and/or debris generated from the mow shall be collected and removed immediately from the site and disposed of in an approved container or at a landfill. **Wind rowing grass prior to pick up will not be allowed.**

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

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

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

The Contract Administrator/designee will determine when a portion of any area cannot be mowed due to excessive ground moisture, standing water or flood irrigation water. The percentage not mowed will be deducted from the weekly mowing payment.

CONTRACTOR shall be responsible for all chemical and/or other accepted methods of weed control. Any herbicide used shall be considered a management tool and will not be paid for by CITY. CONTRACTOR shall provide a Material Safety Data Sheet (MSDS) to Contract Administrator/designee for all chemicals used. Line trimmers shall not be used around trees or shrubs unless approved for use by the Contract Administrator/designee.

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 trunk. All methods that may be used to remove this growth must insure that no damage to the tree or shrub occurs. If damage to the tree or shrub are evident, it shall be CONTRACTOR's responsibility to replace said tree/shrub in kind, with no cost additional cost to CITY. Damage to the tree/shrub shall include but is not limited to: any girding or bark removal, a broken trunk, leader or main branch which disfigures the plant, and/or chemical burning, stunting or leaf drop.

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

1.2 **SPECIAL MOWING REQUIREMENTS:**

Parks with Public Pools: Arrowhead, Folley, Desert Oasis, and Nozomi Park have turf within public pool areas. During the months of June/July, mowing within pool areas needs to be completed by 7:00 am.

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

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

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

- Chandler Boys & Girls Club
- Folley Park
- Snedigar Park
- Pima Park
- Espee Park
- Arrowhead Park
- Desert Breeze Park
- Nozomi Park
- Tumbleweed Park
- Shawnee Park
- Thude Park

Downtown City Hall Complex: Mowing height requirements will be the same as the athletic fields.

Traditions Row: This section is part of Pima Park but only needs to be mowed twice per month during April through September and once per month from October to March.

Over-seeded Rye areas: Tumbleweed Park (10 acres), Fire Station 5 (.85 acres), Downtown City Hall Complex (5.5 acres). CONTRACTOR shall be responsible for mowing this acreage on a weekly basis from December 1st thru March 31st. Park will be over-seeded by CITY staff and will be down for growing-in period for approximately six (6) weeks.

- 1.3 **SITE INSPECTION:** CONTRACTOR shall visit the site(s) and familiarize themselves with any conditions that may be present. Submission of a bid will be prima facie evidence that CONTRACTOR did, in fact, make a site inspection and is aware of all conditions affecting performance and bid prices.
- 1.4 **MATERIALS:** Any materials required that are not stipulated in the Agreement must be approved by the Contract Administrator/designee prior to purchase. CONTRACTOR shall provide invoices as proof of purchase to the contract administrator before reimbursement will be made. CITY shall retain the right to make direct purchases of all materials and to make them available to the Contractor for use in fulfilling the terms of this agreement.
- 1.5 **WATER:** The City shall furnish all water. A water meter will be provided if needed.
- 1.6 **ADDITIONS AND DELETIONS:** The CITY shall retain the right to delete or add maintenance areas and items to this Agreement. Charges for areas or items deleted will be dropped from the monthly billing. The CITY may delete an item or area at any time and will prorate charges for services already performed. Charges for maintenance items or areas added to this Agreement are subject to the approval by the Mayor and City Council/City Manager. Charges for areas added shall be priced comparably to similar areas.
- 1.7 **EXTRA WORK:** The CITY may require CONTRACTOR to perform work in addition to items specified in the Agreement including, but not limited to, repair of accident damage to landscaping and one-time cleanup.

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

1.8 VANDALISM: All cases of vandalism shall be reported to the Contract Administrator/designee when discovered and Contract Administrator/designee shall determine the course of action to be taken.

1.9 QUALITY CONTROL: CONTRACTOR shall establish a complete quality control program to assure the requirements of the Agreement are completed as specified. One copy of the CONTRACTOR's quality control program shall be provided to the Contract Administrator/designee for approval within ten (10) days after receiving the Notice of Award. The Contract Administrator/designee will approve or disapprove the CONTRACTOR's program within ten (10) working days of submittal. CONTRACTOR shall have an approved program before commencing work. The program shall include but not be limited to the following:

1. Weekly Schedule of Performance
2. Performance Requirements Summary Report: This report will provide such information so as to insure compliance of quality control standards. The City will provide the format that the CONTRACTOR should use. CONTRACTOR shall submit Performance Requirement Summary Report on a weekly basis. Any vandalism shall be reported within two (2) hours after it is noted and vandalism report form submitted.

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

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

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

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

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

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

1. New Year's Eve Night
2. New Year's Day – January 1
3. Martin Luther King Day – Third Monday in January
4. President's Day – Third Monday in February
5. Memorial Day – Last Monday in May
6. Independence Day – July 4
7. Labor Day – First Monday in September
8. Veteran's Day – November 11
9. Thanksgiving Holiday – Fourth Thursday and the following Friday in November
10. Christmas Eve from 12:00 Noon – December 24
11. Christmas Day – December 25

When a holiday named herein falls on Sunday, it shall be observed on the following Monday, and when a holiday named herein falls on Saturday, it shall be observed on the preceding Friday.

During the week of a holiday, the CONTRACTOR shall adjust his weekly schedule so as to return to the normal weekly schedule the following week. This information is for reference only as a reminder that the work still needs to be completed during the holiday week. CONTRACTOR may work on City holidays at his or her own discretion. However, all mowing shall be completed during the holiday week.

2. CONTRACTOR / CITY COMMUNICATIONS:

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

2.2 Field Supervisor: CONTRACTOR shall furnish one qualified field supervisor that speaks, reads and writes English fluently and is available during working hours to address problems, field inspections, perform drive-throughs and for other coordination with the Contract Administrator/designee. CONTRACTOR's Field Supervisor shall supervise only one contract at a time, unless approved by Contract Administrator/designee. This person shall not have any additional labor duties other than incidentals. For example, the Field Supervisor shall not also function as a crew leader or foreman, and shall have separate transportation to be able to move independently between situations.

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

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

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

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

1. CONTRACTOR agrees that, once assigned to work under this Agreement, key personnel shall not be removed or replaced without written notice to the Contract Administrator/designee.
2. If key personnel are not available for work under this Agreement for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the work than initially anticipated, CONTRACTOR shall immediately notify the Contract Administrator/designee, and shall, subject to the concurrence of the Contract Administrator/designee, replace each personnel with personnel of substantially equal ability and qualifications.

3. CONTRACTOR'S PERSONNEL:

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

CONTRACTOR shall supply the Contract Administrator/designee with a current list of employees assigned to CITY contracts. The list must include: full names, driver's license number with expiration date, job title, and where applicable, certified pesticide applicator's license number and

expiration date or any other pertinent or required certification or registration. The list shall be kept current. All company officers and employees working on this Agreement must be listed.

2. **Identification**: CONTRACTOR's employees shall be required to wear a clean uniform bearing the CONTRACTOR's name. All employees who normally and regularly come into direct contact with the public shall bear some means of individual identification, such as a nametag or identification card. New employees shall be in uniform within ten working days after their start date.
3. **Conduct**: CONTRACTOR's employees, officers and subcontractors shall not identify themselves as being employees of the City of Chandler. Employees shall conduct themselves in such a manner as to avoid embarrassment to the CITY, and shall be courteous to the public.

4. **CONTRACTOR'S EQUIPMENT:**

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

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

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

5. **CONDITION OF MAINTENANCE AREAS AT BEGINNING OF CONTRACT**: Upon receiving official notification of approval, CONTRACTOR shall inspect the area for identification of pre-existing conditions that would prevent or adversely affect 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 CONTRACTOR to make extra cost repairs or may determine that the items listed represent normal conditions that might be expected at any time during the term of the Agreement.

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

6. **CONDITION OF MAINTENANCE AREAS AT END OF TERM**: Four weeks prior to this Agreement being terminated, the CITY and CONTRACTOR (if desired) will make a final inspection to determine the condition of all maintenance areas. Items found to be improperly maintained by the outgoing CONTRACTOR will be listed and evaluated by the Contract Administrator/designee. Should correcting action is not taken by CONTRACTOR, the Contract Administrator/designee will arrange for repairs to be made and the costs for making repairs to the areas will be deducted from final payments to the outgoing CONTRACTOR. The same will apply even if the outgoing CONTRACTOR has been awarded a new Agreement for the same areas.

7. **SCHEDULE OF PAYMENTS:** CONTRACTOR shall provide invoices reflecting work completed. Payment will be made monthly on the basis of invoices submitted or as agreed in Agreement. CONTRACTOR shall indicate on the invoices the location or areas the charge has been applied to.

8. **WEATHER SUSPENSION OF WORK.** In the event of inclement weather, CONTRACTOR must obtain written approval from the Contract Administrator/designee prior to performing any work. The CITY reserves the right to suspend any or all work due to poor weather conditions or other extreme conditions. The CITY also reserves the right to authorize the delayed work to be performed at a later date, or the Contract Administrator/designee may deem it more appropriate to omit the delayed work and resume the normal schedule. CONTRACTOR shall not perform any suspended work without written authorization from the Contract Administrator/designee.

SECTION II

1. **Trash in turf areas:** Park staff is responsible for trash removal in CITY parks. All efforts shall be made to remove litter in turf areas before mowing. Mowing of litter is unacceptable. If litter is found in turf areas before mowing, CONTRACTOR shall be responsible for removing this litter. A schedule of trash cleaning will be given to CONTRACTOR prior to commencing work under this Agreement.
2. **Parks:** Parks have been broken into five areas as follows:

Area A				
	<u>Park</u>	<u>Address</u>	<u>Total # of Acres</u>	<u>Total # of Turf Acres</u>
1.	Armstrong Park	399 N Delaware	3.0	1.2
2.	Chandler Boys & Girls Club	300 E. Chandler Blvd.	2.18	2.18
3.	East Well Mini Park	605 E. Erie Street	0.25	.25
4.	Harris Park	372 S. Elgin	0.81	.5
5.	Folley Park (including pool)	601 E. Frye Road	24.38	22.5
6.	Gazelle Meadows Park	500 N. Exeter Street	8.3	2.89
7.	Jackrabbit Park	1750 E. Thatcher Blvd.	4.57	1.56
8.	Navarrete Park	501 W. Harrison Street	5.0	3.09
9.	Pima Park (incl. Traditions ROW)	625 N. McQueen	31.0	23.0
10.	Provinces Park	1258 E. Orchid Lane	7.0	7.0
11.	San Tan Park	2301 E. Frye Road	10.14	3.0
12.	Stonegate Park	1650 N. Ithaca Street	8.25	8.0
13.	Park Manor	395 W. Erie Street	0.25	.25
14.	Winn Park	56 E. Morelos Street	1.0	.73
15.	Espee Park	600 E. Knox	33.0	17.0
16.	Tibshraeny Park (incl. Mammoth Park ROW)	270 N. Cottonwood	15	8.2
17.	Arbuckle Park	1100 S Norman Way	9.5	4.62

Area B

	<u>Park</u>	<u>Address</u>	Total # of <u>Acres</u>	Total # of <u>Turf</u>
18.	Amberwood Park	2327 W Calle Del Norte	15.43	14.83
19.	Apache Park	1300 N Hartford Street	10.0	8.69
20.	Arrowhead Meadows Park (incl. pool)	1475 W. Erie Street	35.5	26.87
21.	Brooks Crossing Park	1345 W. Calle Del Norte	8.0	7.54
22.	Hoopes Park	601 W. Mesquite	12.4	11.57
23.	Los Altos Park	306 N. Los Altos	0.75	.35
24.	Maggio Ranch Park	1500 W. Maggio Way	4.8	3.67
25.	Pequeno Park	777 N. Coronado	4.73	2.3
26.	San Marcos Park	712 W. Fairview Street	15.03	9.85
27.	Shawnee Park	1500 W. Mesquite	17.06	15.57
28.	Summit Point Park	528 W. Boxelder	0.29	.14
29.	Thude Park	2825 W. Galveston Street	22.3	21.0
30.	Harmony Hollows Park	1100 W Galveston St	6.2	6.1
31.	Desert Oasis Aquatic Center	1400 W Summit Pl	1	.65

Area C

	<u>Park</u>	<u>Address</u>	Total # of <u>Acres</u>	Total # of <u>Turf</u>
32.	Desert Breeze Park (includes Fire Station #9 & Police Substation)	660 N. Galaxy Drive	42.0	27.1
33.	Harter Park	665 N. Country Club Way	9.4	5.9
34.	Mountain View Park	575 S. Twelve Oaks Blvd.	19.0	12.71
35.	Pine Shadows Park	5300 W. Galveston Street	7.86	4.0
36.	Price Park	475 S. Kenwood Lane	13.26	9.23
37.	Pueblo Alto Park	3948 W. Calle Segunda St	0.25	.1
38.	Sundance Park	933 N. Roosevelt Ave.	3.51	3.0
39.	Sunset Park	4700 W. Ray Road	4.74	4.71
40.	Windmills West Park	1233 N. Windmills Blvd.	6.5	4.44
41.	Nozomi Park (incl. pool)	250 S. Kyrene	20.0	8.75
42.	McCullough-Price House	330 S Chandler Village Dr	1.2	9,800 sf

AREA E

	<u>Park</u>	<u>Address</u>	<u>Total # of Acres</u>	<u>Total # of Turf</u>
43.	Pecos Ranch Park	1555 W. Maplewood Street	13.79	10.0
44.	Tumbleweed Park	2250 S. McQueen Rd.	95.0	42.5
45.	Dobson Park	1625 W. Ryan Rd.	12.0	11.0
46.	Fox Crossing	3572 S. Sandpiper Dr.	4.95	3.2
47.	La Paloma	6579 S. Amanda Dr.	17.0	12.2
48.	Chuparosa Park	2400 S. Dobson Rd.	21.0	11.0
49.	Quail Haven	4675 S Adams Ave	9.78	4.3
50.	Chuckwalla Park	4600 E Doral Dr	5.0	3.1
51.	Ryan Park	2450 S Hartford	14.0	10.0
52.	Pine Lakes Park	598 E Crescent Ave	6.0	4.1
53.	Blue Heron	1399 W Lake Blvd	3.0	2.3
54.	Crossbow Park	4520 S Crossbow	9.34	4.4
55.	Paseo Vista	3050 S McQueen	66	4.0
56.	Rockwood Estates (Paseo)	Greenbelt south of Chandler Heights & east of the Consolidated Canal, running south approx. ½ mile		
57.	Roadrunner Park	3495 E. Ryan Rd.	10.97	7.1
58.	Centennial Park	2475 E. Markwood Dr.	10.88	8.3
59.	Valencia Park	3701 E. Desert Jewel Blvd.	9.34	4.8

Summer months – April 1 – September 30
 Fall / Spring months – March, October
 Winter months – November 1 – February 29

SNEDIGAR EAST

	<u>Park</u>	<u>Address</u>	<u>Total # of Acres</u>	<u>Total # of Turf</u>
	Snedigar East	4500 S Basha Rd (east side of Basha Rd)		14

SNEDIGAR WEST

	<u>Park</u>	<u>Address</u>	<u>Total # of Acres</u>	<u>Total # of Turf</u>
	Snedigar Soccer and Little League Fields	4500 S Basha Rd (do not include fenced in fields #1-6 in bid)		22

DOWNTOWN CAMPUS

<u>Park</u>	<u>Address</u>	<u>Total # of Acres</u>	<u>Total # of Turf</u>
Downtown campus	various locations in the downtown area (see map)		5.5

Locations in downtown:

AJ Chandler Park	Library	Transportation & Development Bldg.
Center for the Arts	Pocket Park	Commonwealth Ave median
Police/Courts complex	Plaza	Fire Administration complex
Airplane memorial	City Hall complex	

FIRE FACILITIES

<u>Park</u>	<u>Address</u>	<u>Total # of Acres</u>	<u>Total # of Turf</u>
Fire Training Facility	3550 S Dobson	4.0	1,500 sf
Fire Station 5	1775 W Queen Creek Rd	1	.85
Fire Station 6	991 N Jackson St	20,000	2,500 sf
Fire Station 7	6200 S Gilbert Rd	4.0	1,500 sf

ALTERNATE 1

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

- Arrowhead Park (4)
- Desert Breeze Park (2)
- Espee Park (3)
- Folley Park (3)
- Nozomi Park (3)
- Pima Park (3)
- Tumbleweed Park (4)
- Boys & Girls Club (2)
- Shawnee Park (1)
- Snedigar Sportsplex (14)
- Thude Park (1)

ALTERNATE 2

Cost to add one additional weekly mowing at all sites for the months October to March.

**EXHIBIT B
PRICE PAGE**

*All pricing listed shall be tax inclusive

AREA A:

Item	Park / Location	Mowing per occurrence	Qty	Extended Price
1.	Armstrong Park	\$14.40	34	\$489.60
2.	Chandler Boys & Girls Club	\$26.16	34	\$889.44
3.	East Well Mini Park	\$25.00	34	\$850.00
4.	Harris Park	\$50.00	34	\$1,700.00
5.	Folley Park, including pools	\$292.50	34	\$9,945.00
6.	Gazelle Meadows Park	\$34.68	34	\$1,179.12
7.	Jackrabbit Park	\$18.72	34	\$636.48
8.	Navarrete Park	\$37.08	34	\$1,260.72
9.	Pima Park including Traditions ROW	\$276.00	34	\$9,384.00
10.	Provinces Park	\$84.00	34	\$2,856.00
11.	San Tan Park	\$36.00	34	\$1,224.00
12.	Stonegate Park	\$96.00	34	\$3,264.00
13.	Park Manor	\$25.00	34	\$850.00
14.	Winn Park	\$73.00	34	\$2,482.00
15.	Espee Park	\$204.00	34	\$6,936.00
16.	Tibshraeny Park w/ Mammoth Park ROW	\$98.40	34	\$3,345.60
17.	Arbuckle Park	\$55.44	34	\$1,884.96

AREA B:

Item	Park / Location	Mowing per occurrence	Qty	Extended Price
18.	Amberwood Park	\$177.96	34	\$6,050.64
19.	Apache Park	\$104.28	34	\$3,545.52
20.	Arrowhead Meadows Park including pool	\$403.05	34	\$13,703.70
21.	Brooks Crossing Park	\$90.00	34	\$3,060.00
22.	Hoopes Park	\$138.84	34	\$4,720.56
23.	Los Altos Park	\$35.00	34	\$1,190.00
24.	Maggio Ranch Park	\$44.04	34	\$1,497.36
25.	Pequeno Park	\$27.60	34	\$938.40
26.	San Marcos Park	\$118.20	34	\$4,018.80
27.	Shawnee Park	\$233.55	34	\$7,940.70
28.	Summit Point Park	\$14.00	34	\$476.00
29.	Thude Park	\$252.00	34	\$8,568.00
30.	Harmony Hollows Park	\$73.20	34	\$2,488.80
31.	Desert Oasis Aquatic Center	\$65.00	34	\$2,210.00

AREA C:

Item	Park / Location	Mowing per occurrence	Qty	Extended Price
32.	Desert Breeze Park w/ Fire Station #9 and Police sub-station	\$406.50	34	\$13,821.00
33.	Harter Park	\$70.80	34	\$2,407.20
34.	Mountain View Park	\$152.52	34	\$5,185.68
35.	Pine Shadows Park	\$48.00	34	\$1,632.00
35.	Price Park	\$110.76	34	\$3,765.84
37.	Pueblo Alto Park	\$10.00	34	\$340.00
38.	Sundance Park	\$36.00	34	\$1,224.00
39.	Sunset Park	\$56.52	34	\$1,921.68
40.	Windmills West Park	\$53.28	34	\$1,811.52
41.	Nozomi Park, including pool	\$105.00	34	\$3,570.00
42.	McCullough-Price House	\$8.05	34	\$273.70

AREA E:

Item	Park / Location	Mowing per occurrence	Qty	Extended Price
43.	Pecos Ranch Park	\$120.00	34	\$4,080.00
44.	Tumbleweed Park	\$552.50	34	\$18,785.00
44.a	Tumbleweed Park Over-seed areas	\$150.00	10	\$1,500.00
45.	Dobson Park	\$132.00	34	\$4,488.00
46.	Fox Crossing	\$38.40	34	\$1,305.60
47.	La Paloma Park	\$146.40	34	\$4,977.60
48.	Chuparosa Park	\$132.00	34	\$4,488.00
49.	Quail Haven Park	\$51.60	34	\$1,754.40
50.	Chuckwalla Park	\$37.20	34	\$1,264.80
51.	Ryan Park	\$120.00	34	\$4,080.00
52.	Pine Lakes Park	\$49.20	34	\$1,672.80
53.	Blue Heron Park	\$27.60	34	\$938.40
54.	Crossbow Park	\$52.80	34	\$1,795.20
55.	Paseo Vista Park	\$48.00	34	\$1,632.00
56.	Rockwood Estates (Paseo Trail)	\$36.00	34	\$1,224.00
57.	Roadrunner Park	\$85.20	34	\$2,896.80
58.	Centennial Park	\$99.60	34	\$3,386.40
59.	Valencia Park	\$57.60	34	\$1,958.40

SNEDIGAR EAST:

Item	Park / Location	Mowing per occurrence	Qty	Extended Price
60.	Snedigar East	\$406.00	34	\$13,804.00

SNEDIGAR WEST:

Item	Park / Location	Mowing per occurrence	Qty	Extended Price
61.	Snedigar West	\$638.00	34	\$21,692.00

DOWNTOWN CAMPUS:

Item	Park / Location	Mowing per occurrence	Qty	Extended Price
62.	Downtown Campus	\$195.50	34	\$6,647.00
62.A	Downtown Campus Over – seed	\$192.50	12	\$2,310.00

FIRE FACILITIES:

Item	Park / Location	Mowing per occurrence	Qty	Extended Price
63.	Fire Station 5	\$29.75	34	\$1,011.50
63.A	Fire Station 5 Over-seed	\$25.50	12	\$306.00
64.	Fire Station 6	\$13.80	34	\$469.20
65.	Fire Station 7	\$27.20	34	\$924.80
66.	Fire Training	\$27.20	34	\$924.80

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

Sports Field	Mowing per occurrence	Qty	Extended Price
Arrowhead Park N/E	\$33.71	14	\$471.94
Arrowhead Park N/W	\$27.10	14	\$379.40
Arrowhead Park S/E	\$29.04	14	\$406.56
Arrowhead Park S/W	\$27.45	14	\$384.30
Desert Breeze North	\$47.18	14	\$660.52
Desert Breeze South	\$47.18	14	\$660.52
Espee 1	\$58.15	14	\$814.10
Espee 2	\$28.20	14	\$394.80
Espee 3	\$28.25	14	\$395.50
Folley North	\$36.73	14	\$514.22
Folley South	\$37.13	14	\$519.82
Folley East	\$27.55	14	\$385.70
Nozomi 1	\$50.94	14	\$713.16
Nozomi 2	\$33.37	14	\$467.18
Nozomi 3	\$33.37	14	\$467.18
Pima West	\$34.57	14	\$483.98
Pima East	\$26.97	14	\$377.58
Pima Multi-purpose field	\$115.80	14	\$1,621.20
Tumblweed North	\$101.17	14	\$1,416.38
Tumbleweed South	\$181.82	14	\$2,545.48
Tumbleweed East	\$138.08	14	\$1,933.12
Tumbleweed West	\$56.13	14	\$785.82
Boys & Girls Club Baseball	\$25.16	14	\$352.24
Boys & Girls Club Multi-purpose field	\$25.48	14	\$356.72
Thude Park	\$33.98	14	\$475.72
Snedigar Soccer 1	\$51.52	14	\$721.28
Snedigar Soccer 2	\$52.55	14	\$735.70
Snedigar Soccer 3	\$44.01	14	\$616.14
Snedigar Soccer 4	\$44.77	14	\$626.78
Snedigar Soccer 5	\$47.52	14	\$665.28
Snedigar Soccer 16	\$32.78	14	\$458.92
Snedigar Little League 7	\$26.40	14	\$369.60
Snedigar Little League 8	\$26.89	14	\$376.46
Snedigar Little League 9	\$39.50	14	\$553.00
Snedigar Little League 10	\$25.48	14	\$356.72
Snedigar East Multi-purpose 1	\$63.02	14	\$882.28
Snedigar East Multi-purpose 2	\$103.01	14	\$1,442.14
Snedigar East Multi-purpose 3	\$103.01	14	\$1,442.14
Snedigar East Multi-purpose 4	\$53.58	14	\$750.14

ALTERNATE 2 – ADDITIONAL PARK MOWING (OCT. – MAR.):

Item	Park / Location	Mowing per occurrence	Qty	Extended Price
1.	Armstrong Park	\$24.00	6	\$144.00
2.	Chandler Boys & Girls Club	\$32.70	6	\$196.20
3.	East Well Mini Park	\$25.00	6	\$150.00
4.	Harris Park	\$25.00	6	\$150.00
5.	Folley Park, including pools	\$225.00	6	\$1,350.00
6.	Gazelle Meadows Park	\$43.35	6	\$260.10
7.	Jackrabbit Park	\$31.20	6	\$187.20
8.	Navarrete Park	\$46.35	6	\$278.10
9.	Pima Park including Traditions ROW	\$230.00	6	\$1,380.00
10.	Provinces Park	\$105.00	6	\$630.00
11.	San Tan Park	\$45.00	6	\$270.00
12.	Stonegate Park	\$120.00	6	\$720.00
13.	Park Manor	\$25.00	6	\$150.00
14.	Winn Park	\$36.50	6	\$219.00
15.	Espee Park	\$170.00	6	\$1,020.00
16.	Tibshraeny Park w/ Mammoth Park ROW	\$123.00	6	\$738.00
17.	Arbuckle Park	\$69.30	6	\$415.80
18.	Amberwood Park	\$222.45	6	\$1,334.70
19.	Apache Park	\$130.35	6	\$782.10
20.	Arrowhead Meadows Park including pool	\$268.70	6	\$1,612.20
21.	Brooks Crossing Park	\$113.10	6	\$678.60
22.	Hoopes Park	\$173.55	6	\$1,041.30
23.	Los Altos Park	\$26.25	6	\$157.50
24.	Maggio Ranch Park	\$55.05	6	\$330.30
25.	Pequeno Park	\$34.50	6	\$207.00
26.	San Marcos Park	\$147.75	6	\$886.50
27.	Shawnee Park	\$155.70	6	\$934.20
28.	Summit Point Park	\$24.50	6	\$147.00
29.	Thude Park	\$210.00	6	\$1,260.00
30.	Harmony Hollows Park	\$91.50	6	\$549.00
31.	Desert Oasis Aquatic Center	\$32.50	6	\$195.00
32.	Desert Breeze Park w/ Fire Station #9 and Police sub-station	\$271.00	6	\$1,626.00
33.	Harter Park	\$88.50	6	\$531.00
34.	Mountain View Park	\$127.10	6	\$762.60
35.	Pine Shadows Park	\$60.00	6	\$360.00
35.	Price Park	\$110.76	6	\$664.56
37.	Pueblo Alto Park	\$30.00	6	\$180.00
38.	Sundance Park	\$45.00	6	\$270.00
39.	Sunset Park	\$70.65	6	\$423.90
40.	Windmills West Park	\$66.60	6	\$399.60
41.	Nozomi Park, including pool	\$105.00	6	\$630.00
42.	McCullough-Price House	\$28.72	6	\$172.32
43.	Pecos Ranch Park	\$100.00	6	\$600.00
44.	Tumbleweed Park	\$425.00	6	\$2,550.00
45.	Dobson Park	\$110.00	6	\$660.00

46.	Fox Crossing	\$48.00	6	\$288.00
47.	La Paloma Park	\$122.00	6	\$732.00
48.	Chuparosa Park	\$165.00	6	\$990.00
49.	Quail Haven Park	\$64.50	6	\$387.00
50.	Chuckwalla Park	\$46.50	6	\$279.00
51.	Ryan Park	\$100.00	6	\$600.00
52.	Pine Lakes Park	\$61.50	6	\$369.00
53.	Blue Heron Park	\$34.50	6	\$207.00
54.	Crossbow Park	\$66.00	6	\$396.00
55.	Paseo Vista Park	\$60.00	6	\$360.00
56.	Rockwood Estates (Paseo Trail)	\$45.00	6	\$270.00
57.	Roadrunner Park	\$106.50	6	\$639.00
58.	Centennial Park	\$83.00	6	\$498.00
59.	Valencia Park	\$72.00	6	\$432.00
60.	Snedigar East	\$350.00	6	\$2,100.00
61.	Snedigar West	\$550.00	6	\$3,300.00
62.	Downtown Campus	\$165.00	6	\$990.00
63.	Fire Station 5	\$34.00	6	\$204.00
64.	Fire Station 6	\$27.60	6	\$165.60
65.	Fire Station 7	\$27.20	6	\$163.20
66.	Fire Training	\$27.20	6	\$163.20
Additional funds added to fund the application of pre-emergent of park turf areas at hourly rates listed below.				\$50,000
TOTAL				\$375,571.20

ADDITIONAL LABOR CHARGES

Vegetation Maintenance	\$ <u>23.00/hour</u>
Turf Aeration per acre	\$ <u>875.00</u>
Turf pre-emergent application per acre – Labor only (City to provide materials)	\$ <u>60.00/hour</u>
Turf fertilization application per acre – Labor only (City to provide materials)	\$ <u>35.00/hour</u>
Special Hourly rate for special work, if required	\$ <u>28.00/hour</u>

EXHIBIT C
Contractor's Equipment Listing (used for this Agreement only)
PM6-988-3565

3- John Deere 72" mowers
2- Toro wide area mowers (WAM)
6- Echo String trimmers
6- Backpack blowers
3-McClane echanical edgers
3 Ford F250 trucks
3-16' trailers