PURCHASING ITEM
FOR
COUNCIL AGENDA
ST11-025

1. Agenda Item Number: 23

2. Council Meeting Date: April 28, 2011

TO: **MAYOR & COUNCIL**

THROUGH: **CITY MANAGER**

3. Date Prepared: March 28, 2011

4. Requesting Department: Transportation & Development

5. SUBJECT: Award Agreement No. TD1-988-2957 for Revegetation of City Streets to Desierto Verde Inc. for one year in an amount not to exceed $563,530 with options to renew for up to four (4) additional one-year periods.

6. RECOMMENDATION: Recommend awarding Agreement No. TD1-988-2957 for Revegetation of City Streets to Desierto Verde Inc. for one year in an amount not to exceed $563,530 with options to renew up to four (4) additional one-year periods.

7. BACKGROUND/DISCUSSION: The City's existing landscaped medians and right-of-ways are constantly in need of plant replacements due to plants that have died or have been damaged and aggregate material that has worn down or been displaced. This Agreement allows City staff to replace plants as well as landscape material and provides maintenance for the landscape areas within our City streets as well as providing the Parks Division and Water Distribution with a method of replacing plants and shrubbery as needed. The timely replacement of this material is an integral part of keeping the City-owned landscape areas properly maintained. This type of agreement has provided the City with the means to replace the plants and aggregate material associated with landscaping in a timely manner regardless of the quantities.

8. EVALUATION PROCESS: Bids were advertised and all registered venders were notified. Nine responses were received. Bidders were:

Desierto Verde Inc.	$133,643.87	ELS Construction	$226,729.23
Agave Environmental Contracting	$147,382.37	Recon Inc.	$260,850.18
Land-Tech	$160,167.00	Tree Care Plus Inc.	$284,259.84
Premier Land Design	$165,183.65	Earthscapes	$309,921.91
Artistic Land Management	$204,596.74		

This is a unit price award for the purchase of various sizes of trees, shrubs, rock material and associated landscape features with the option of having the vendor install the plants and/or material upon City request. The pricing bid was compared with current market price per plant and labor for installation in the Phoenix area. The results found the pricing to be fair and reasonable. The lower pricing benefit has made it advantageous for the City to add additional funding ($338,530) after the original bid process ($150,000) to help continue necessary landscape maintenance over the next few years in various City locations. Examples are Kyrene, Rural and McClintock Roads between Chandler Boulevard and Ray Road, Warner Road between Price Freeway/Loop 101 and McQueen Road, Cooper Road north of Ray Road, and other various smaller maintenance areas. City staff is recommending award to Desierto Verde, Inc. as the lowest responsive, responsible bidder.

The initial term of the Agreement will be May 1, 2011 through April 30, 2012 with the option to renew up to four (4) additional one-year periods.

9. FINANCIAL IMPLICATIONS:

Cost: $563,530
Savings: N/A
Long Term Costs: N/A
Fund Source:

Acct. No.	Fund	Program Name	CIP Funded	Amount
401.3310.6515.10T014	General Fund Capital Projects	Upgrade Landscape Areas	FY09/10	$150,000
401.3310.6515.9ST014	General Fund Capital Projects	Upgrade Landscape Areas	FY08/09	$338,530
737.1261.0000.5410	Self-Insurance Risk Mgmt. Liab.	Building & Grounds R&M		$ 35,000
101.4530.0000.5410	General Fund	Building & Grounds R&M		$ 30,000
605.3800.0000.5410	Water Operating	Building & Grounds R&M		$ 10,000

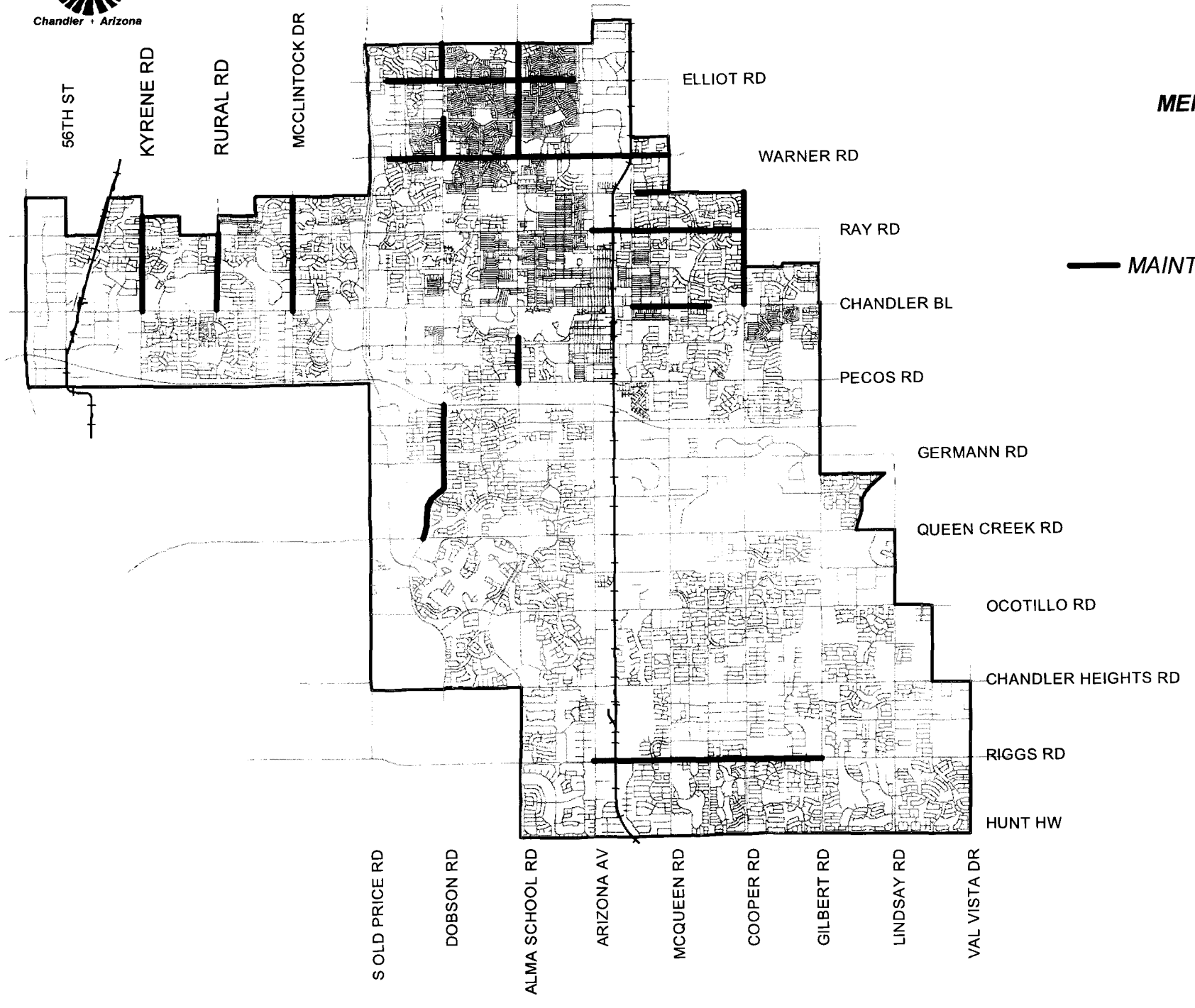
10. PROPOSED MOTION: Move to award Agreement No. TD1-988-2957 for Revegetation of City Streets to Desierto Verde Inc. for one year in an amount not to exceed $563,530, with options to renew for four (4) one-year periods.

ATTACHMENTS:	
APPROVALS	
11. Requesting Department Daniel W. Cook, Transportation Manager	**12. Department Head** R.J. Zeder, Transportation & Development Director
13. Procurement Officer Sharon Brause, CPPB, CPCP	**14. Acting City Manager** Rich Dlugas

REVEGETATION MAINTENANCE AREAS

Chandler + Arizona

MEMO NO. ST11-025



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CITY OF CHANDLER SERVICES AGREEMENT
REVEGETATION – CITY STREETS
AGREEMENT NO.: TD1-988-2957

THIS AGREEMENT is made and entered into this day of , 2011, by and between the City of Chandler, a Municipal Corporation of the State of Arizona, hereinafter referred to as "CITY", and **DESIERTO VERDE**, 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. CONTRACT ADMINISTRATOR:

1.1 Contract Administrator. CONTRACTOR shall act under the authority and approval of the Streets Superintendent /designee (Contract Administrator), to provide the services required by this Agreement.

1.2 Key Staff. This Contract 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 Contract without prior written approval by CITY.

1.3 Subcontracts. CONTRACTOR shall not enter into any Subcontract under this Contract for the performance of this Contract without the advance written approval of CITY. The subcontract shall incorporate by reference the terms and conditions of this Contract.

2 SCOPE OF WORK: CONTRACTOR shall provide services all as more specifically set forth in the Scope of Work, labeled Exhibit B, attached hereto and made a part hereof by reference and as set forth in the Specifications and details included therein.

2.1 Non-Discrimination. The CONTRACTOR shall comply with State Executive Order No. 99-4 and all other 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 contract.

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

2.4 Compliance With Applicable Laws. CONTRACTOR shall comply with all applicable Federal, state and local laws, and with all applicable licenses and permit requirements.

2.4.1 Pursuant to the provisions of A.R.S. § 41-4401, 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 set forth in A.R.S. §23-214(A) (hereinafter "Contractor Immigration Warranty").

2.4.2 A breach of the Contractor Immigration Warranty (Exhibit A) shall constitute a material breach of this Contract that is subject to penalties up to and including termination of the contract.

2.4.3 The City retains the legal right to inspect the papers of any Contractor or Subcontractor employee who works on this Contract 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 verifications.

2.4.5 The provisions of this Article must be included in any contract the Contractor enters into with any and all of its subcontractors who provide services under this Contract 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.

2.4.6 In accordance with A.R.S. §35-393.06, the Contractor hereby certifies that the Offeror does not have scrutinized business operations in Iran.

2.4.7 In accordance with A.R.S. §35-391.06, the Contractor hereby certifies that the Offeror does not have scrutinized business operations in Sudan.

2.5 Warranties.

2.6 Warranty. CONTRACTOR must provide a 90-day warranty on all work performed pursuant to this Contract.

3 ACCEPTANCE AND DOCUMENTATION: Each task shall be reviewed and approved by the Contract 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 Contract for a period of five years after the completion of the Contract.

3.2 Audit. At any time during the term of this Contract 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 Contract or Subcontract. Upon request, the CONTRACTOR shall produce a legible copy of any or all such records.

3.3 New/Current Products. All equipment, materials, parts and other components incorporated in the work or services performed pursuant to this Contract shall be new, or the latest model and of the most suitable grade for the purpose intended. All work shall be performed in a skilled and workmanlike manner.

3.4 Property of CITY. Any materials, including reports, computer programs and other deliverables, created under this Contract 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: CITY shall pay to CONTRACTOR an amount not to exceed **Five Hundred Sixty Three Thousand Five Hundred Thirty Dollars ($563,530)** 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 C, attached hereto and made a part hereof by reference.

4.1. Taxes. CONTRACTOR shall be solely legally responsible for any and all tax obligations, which may result out of CONTRACTOR'S performance of this Contract. 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.

4.2. CONTRACTOR shall be solely responsible for any and all tax obligations, which may result out of the CONTRACTOR'S performance of this Agreement. The CITY shall have no obligation to pay any amounts for taxes, of any type, incurred by the CONTRACTOR.

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.

4.4. **Estimated Quantities.** The quantities shown on Exhibit C (the Price List) 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.

4.5. **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.

4.6. **Price Adjustment (Annual).** All prices offered herein shall be firm against any increase for one (1) year from the effective date of the Contract. Prior to commencement of subsequent renewal terms, CITY will entertain a fully documented request for price adjustment. The requested increase shall be based upon a cost increase to CONTRACTOR that was clearly unpredictable at the time the Contract was executed directly correlated to the price of the product concerned.

4.7. **Acceptance by City.** CITY reserves the right to accept or reject the request for a price increase. 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 a written Contract Amendment must be approved and executed by the Parties.

4.8. **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 Contract is **one (1) year (s)**, commencing on the **May 1, 2011** and terminating on **April 30, 2012** unless sooner terminated in accordance with the provisions herein. CITY reserves the right, at its sole discretion, to extend the Contract for up to **four (4)** additional terms of one year each. Additionally, the contract may be extended unilaterally for a period of thirty-one days or a portion thereof.

6. **USE OF THIS CONTRACT.** The Contract 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 Contract.** In addition to the City of Chandler and with approval of the CONTRACTOR, this Contract 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.

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.

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 Contract, the Contract 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 Contract in addition to any other rights and remedies provided by law or this Contract.

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 Contract 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 Contract Administrator shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

7.4 **Non-exclusive Remedies.** The rights and the remedies of the City under this Contract are not exclusive.

7.5 **Nonconforming Tender.** Services and materials supplied under this Contract shall fully comply with Contract requirements and specifications. Services or materials that do not fully comply constitute a breach of contract.

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 Contract, including expenses to complete the work and other costs and damages incurred by CITY.

8 **TERMINATION:**

8.1 **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 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.

8.2 **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;

7) 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 Contract after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the City is or becomes at any time while this Contract or an extension of this Contract is in effect, an employee of or a consultant to any other party to this Contract. 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 Contract, 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 Contract, an amendment to this Contract, or favorable treatment concerning this Contract, including the making of any determination or decision about contract 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 Contract 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 a contract 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 Contract, 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 Contract 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 Alternative Dispute Resolution. The parties hereby agree that there shall be a sixty (60) day moratorium on litigation commencing on the day that a claim is filed by CONTRACTOR pursuant to A.R.S. § 12-821.01 during which time the parties will negotiate in good faith to resolve the dispute and evaluate the viability of pursuing alternative dispute resolution procedures such as mediation and arbitration.

10.2 Arizona Law. This Agreement shall be governed and interpreted according to the laws of the State of Arizona.

10.3 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.

10.4 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; provided, however, that no award of attorney's fees shall exceed ten percent (10%) of the damages awarded the prevailing party unless the non-prevailing party has been determined to have acted in bad faith or in a frivolous manner during the adjudication.

11. INDEMNIFICATION: To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless the City of Chandler, its Mayor and Council, appointed boards and commissions, officials, officers, employees individually and collectively; from and against all losses, claims, suits, actions, payments and judgments, demands, expenses, damages, including consequential damages and loss of productivity, attorney's fees, defense costs, or actions of any kind and nature relating to, arising out of, or alleged to have resulted from CONTRACTOR'S work or services. CONTRACTOR'S duty to defend, hold harmless and indemnify the City of Chandler, its Mayor and Council, appointed boards and commissions, officials, officers, employees shall arise in connection with any claim or amounts arising or recovered under Worker Compensation Laws, damage, loss or expenses relating to, arising out of or alleged to have resulted from any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of CONTRACTOR, anyone directly or indirectly employed by them or anyone for whose acts CONTRACTOR may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including the City of Chandler. IT IS THE INTENTION OF THE PARTIES to this contract that the City of Chandler, its Mayor and Council, appointed boards and commissions, officials, officers, employees, individually and collectively, are to be indemnified against their own negligence unless and except their negligence is found to be the sole cause of the injury to persons or damages to property. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

12. INSURANCE:

12.1. Insurance Representations and Requirements:

A. CONTRACTOR, at its own expense, shall purchase and maintain insurance of the types and amounts required in this section, with companies possessing a current A.M. Best, Inc. rating of B++6, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to CITY.

B. Policies written on a "Claims made" basis are not acceptable without written permission from the City's Risk Manager.

C. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of CITY, constitute a material breach of this Agreement and may result in termination of this contract.

D. If any of the insurance policies are not renewed prior to expiration, payments to the CONTRACTOR may be withheld until these requirements have been met, or at the option of the City, the City may pay the Renewal Premium and withhold such payments from any monies due the CONTRACTOR.

E. **All insurance policies, except Workers' Compensation required by this Agreement, and self-insured retention or deductible portions, shall name, to the fullest extent permitted by law for claims arising out of the performance of this contract, the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insureds**.

F. CONTRACTOR'S insurance shall be primary insurance over any insurance available to the CITY and as to any claims resulting from this contract, it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the described insurance.

G. The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against CITY, its agents, representatives, officers, directors, officials and employees for any claims arising out of CONTRACTOR'S acts, errors, mistakes, omissions, work or service.

H. The insurance policies may provide coverage, which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall be assumed by and be for the account of, and at the sole risk of CONTRACTOR. CONTRACTOR shall be solely responsible for the deductible and/or self-insured retention. The amounts of any self-insured retentions shall be noted on the Certificate of Insurance. CITY, at its option, may require CONTRACTOR to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit. Self-insured retentions (SIR) in excess of $25,000 will only be accepted with the permission of the Management Services Director/Designee.

I. All policies and certificates shall contain an endorsement providing that the coverage afforded under such policies shall not be reduced, canceled or allowed to expire until at least thirty (30) days prior written notice has been given to CITY.

J. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the CONTRACTOR with reasonable promptness in accordance with the CONTRACTOR'S information and belief.

K. In the event that claims in excess of the insured amounts provided herein, are filed by reason of any operations under this contract, the amount of excess of such claims, or any portion thereof, may be withheld from payment due or to become due the CONTRACTOR until such time as the CONTRACTOR shall furnish such additional security covering such claims as may be determined by the CITY.

12.2. Proof of Insurance – Certificates of Insurance

A. Prior to commencing work or services under this Agreement, CONTRACTOR shall furnish to CITY Certificates of Insurance, issued by CONTRACTOR'S insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Agreement are in full force and effect and obtain from the City's Risk Management Division approval of such Certificates.

B. If a policy does expire during the life of this Agreement, a renewal certificate must be sent to the City of Chandler five (5) days prior to the expiration date.

C. All Certificates of Insurance shall identify the policies in effect on behalf of CONTRACTOR, their policy period(s), and limits of liability. Each Certificate shall include the job site and project number and title. Coverage shown on the Certificate of Insurance must coincide with the requirements in the text of the contract documents. Information required to be on the certificate of Insurance may be typed on the reverse of the Certificate and countersigned by an authorized representative of the insurance company.

D. REQUIRED CITY reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. CITY shall not be obligated, however, to review same or to advise CONTRACTOR of any deficiencies in such policies and endorsements, and such receipt shall not relieve CONTRACTOR from, or be deemed a waiver of CITY'S right to insist on, strict fulfillment of CONTRACTOR'S obligations under this Agreement.

12.3. Coverage

A. Such insurance shall protect CONTRACTOR from claims set forth below which may arise out of or result from the operations of CONTRACTOR under this Contract and for which CONTRACTOR may be legally liable, whether such operations be by the CONTRACTOR or by a SUBCONTRACTOR by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. **Coverage under the policy will be at least as broad as Insurance Services Office, Inc., policy form CG00011093 or equivalent thereof, including but not limited to severability of interest and waiver of subrogation clauses.**

B. Claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;

C. Claims for damages because of bodily injury, occupational sickness or disease, or death of the CONTRACTOR'S employees;

D. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the CONTRACTOR'S employees;

E. Claims for damages insured by usual personal injury liability coverage;

F. Claims for damages, other than to work itself, because of injury to or destruction of tangible property, including loss of use resulting there from;

G. Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; Coverage will be at least as broad as Insurance Service Office, Inc., coverage Code "I" "any auto" policy form CA00011293 or equivalent thereof.

H. Claims for bodily injury or property damage arising out of completed operations;

I. Claims involving contractual liability insurance applicable to the CONTRACTOR'S obligations under the Indemnification Agreement;

J. Claims for injury or damages in connection with one's professional services;

K. Claims involving construction projects while they are in progress. Such insurance shall include coverage for loading and off-loading hazards. If any hazardous material, as defined by any local, state or federal authorities are to be transported, MCS 90 endorsement shall be included.

12.4. Commercial General Liability - Minimum Coverage Limits. The Commercial General Liability insurance required herein shall be written for not less than $1,000,000 limits of liability. Any combination between general liability and excess general liability alone amounting to a minimum of $2,000,000 per occurrence (or 10% per occurrence) and an aggregate of $5,000,000 (or 20% whichever is greater) in coverage will be acceptable. The Commercial General Liability additional insured endorsement shall be as broad as the Insurance Services, Inc's (ISO) Additional Insured, Form B, CG 20101001, and shall include coverage for CONTRACTOR'S operations and products, and completed operations.

12.5. Automobile Liability. CONTRACTOR shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than $1,000,000 each occurrence with respect to any owned, hired, and non-owned vehicles assigned to or used in performance of the CONTRACTOR'S work. Coverage shall be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof).

12.6. Worker's Compensation and Employer's Liability. CONTRACTOR shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over CONTRACTOR'S employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than $1,000,000 for each accident, $1,000,000 disease coverage for each employee, and $1,000,000 disease policy limit.

In case any work is subcontracted, CONTRACTOR will require the SUBCONTRACTOR to provide Workers' Compensation and Employer's Liability to at least the same extent as required of CONTRACTOR.

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		In the case of the CONTRACTOR	
Contract Administrator:	Streets Division	Firm Name:	Desierto Verde
Contact:	Al Fausto	Contact:	Susie Roush
Mailing Address:	PO Box 4008 – MS 909	Address:	910 N Alma School Rd
Physical Address:	975 E Armstrong Way #C	City, State, Zip	Scottsdale AZ 85256
City, State, Zip	Chandler, AZ 85244	Phone:	480-748-3681
Phone:	480-782-3505	FAX:	480-967-8282
FAX:	480-782-3495	EMAIL:	SRoush@DesVerde.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 contract or 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 Contract (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 Contract) 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 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 Arizona Law. This Agreement shall be governed and interpreted according to the laws of the State of Arizona.

15.4 Assignment: Services covered by this Agreement shall not be assigned in whole or in part without the prior written consent of the CITY.

15.5 Amendments. The Contract may be modified only through a written Contract Amendment executed by authorized persons for both parties. Changes to the Contract, 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 Contract. Any such changes, including unauthorized written Contract Amendments shall be void and without effect, and the CONTRACTOR shall not be entitled to any claim under this Contract based on such changes.

15.6 Independent CONTRACTOR. The CONTRACTOR under this Contract is an independent CONTRACTOR. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

15.7 No Parole Evidence. This Contract 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.

15.8 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 2011.

FOR THE CITY OF CHANDLER

_____
MAYOR

ATTEST:

_____
City Clerk

Approved as to form:

_____
City Attorney

FOR THE CONTRACTOR

By: _____
Signature

ATTEST: If Corporation

SEAL

_____
Secretary

EXHIBIT A

Contractor Immigration Warranty
To Be Completed by Contractor Prior to Execution of Contract

A.R.S. § 41-4401 requires as a condition of your contract verification of compliance by the contractor and subcontractors with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of its employees.

By completing and signing this form the contractor shall attest that it and all subcontractors performing work under the cited contract meet all conditions contained herein.

Contract Number: TD1-988-2957			
Name (as listed in the contract): Desierto Verde			
Street Name and Number: 910 N Alma School Rd			
City: Scottsdale	**State: AZ**	**Zip Code: 85256**	

I hereby attest that:

1. The contractor complies with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of those employees performing work under this contract;

2. All subcontractors performing work under this contract comply with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of their employees.

Signature of Contractor (Employer) or Authorized Designee:

_____

Printed Name: Chuck Myers

Title: President

Date (month/day/year): _____

EXHIBIT B
GENERAL SPECIFICATIONS

1. **DESCRIPTION.** CONTRACTOR shall furnish all labor, material, and equipment necessary to vegetate and/or redress areas within the City as specified. This is an on-call / as needed contract. CONTRACTOR shall install plant material within City landscaped areas. Perform work in accordance with all applicable laws, codes, and regulations required by authorities having jurisdiction over such work and provide for all inspections and permits required by federal, state, and local authorities in furnishing, transporting and installing materials as shown or for completing the work identified herein.

   The proposed plant material is intended to replace plant material that has been lost due to storms, accidents, and other natural causes. In some cases the proposed landscape is to simply give an area a facelift and make it look better.

   In most cases, an irrigation supply is available a short distance away (e.g. a tree may need to be replaced and the old tree blew over in a storm in doing so damaging the irrigation adjacent to the root ball). CONTRACTOR shall provide proper irrigation to the proposed tree repairing or replacing the damaged portion of that system, installing the new tree, and removing and disposing of the old rootballs. This agreement is not intended to replace entire irrigation systems. However, pricing should be included for laterals and associated trenching.

1.2 CONTRACTOR is to contact the CITY Landscape Compliance Inspector prior to purchasing plant material to discuss plant availability.

1.3 CONTRACTOR shall provide landscape and irrigation services within the CITY limits. CONTRACTOR is required to have all equipment necessary to perform duties as listed at the time of award.

1.4 CONTRACTOR shall provide tree staking as specified within this contract.

1.5 CONTRACTOR shall rake all gravel or surface areas in accordance with specifications to present a pleasing appearance. Many of the proposed plant material locations within this contract are in locations or adjacent to locations that were previously planted.

1.6 CONTRACTOR shall repair all irrigation systems (as applicable to the re-vegetated plant material) and assure they are operating efficiently to insure healthy plants and promoting water conservation.

1.7 CONTRACTOR shall adhere to the most current addition of the CITY's Technical Design Manual #8 for Landscape and Irrigation.

1.8 CONTRACTOR shall adhere to the most current edition of the CITY's Technical Design Manual #7 for Traffic Barricade Design.

1.9 CONTRACTOR shall adhere to the Federal Highway Administrations, Manual of Uniform Traffic Code Devices, (MUTC), most current edition.

1.10 CONTRACTOR shall adhere to all current and applicable CITY, STATE, and FEDERAL codes and laws.

1.11 CONTRACTOR must adhere to Arizona Department of Environmental Quality and Maricopa County Dust Regulations Rule 310, and 310.01., including compliance to Pollution Day Advisories.

1.12 CONTRACTOR shall replace or repair in kind any damage to property resulting from the CONTRACTOR's actions to the satisfaction of the Contract Administrator/designee.

1.13 It is the CONTRACTOR's responsibility to document existing site conditions for verification that any potential damage was not done by the CONTRACTOR.

2. **Sub grades**: Typically, sub-grades have been previously graded. CONTRACTOR shall be required to make repairs, which are pitted, eroded or scoured due to surface drainage, or other damage where necessary. All ground surfaces shall be graded reasonably smooth prior to completion of the landscape installation.

3. **Finish Grades**: Unless otherwise noted, landscape finish grades shall be 1" below adjacent pavements, curbs and walks, etc.

   All landscape areas within this agreement shall be uniformly graded so that finished surfaces conform to typical City of Chandler standards. Finished surfaces shall be reasonably smooth, compacted, and free from irregular surface drainage or debris deemed not acceptable by CITY. If required, ditches and swales shall be finished to permit proper surface drainage. Finished surfaces shall also not be conducive to ponding.

4. **Surface Drainage of Planted Areas**: CONTRACTOR shall bear final responsibility for proper surface drainage of planted areas. Any discrepancy in specifications, obstructions on the site, or prior work done by another party, which CONTRACTOR feels precludes establishing proper drainage, shall be brought to the attention of the Contract Administrator/designee *in writing* for correction or relief of said responsibility.

5. **REFERENCES:**

   AAN-ASNS: AMERICAN ASSOCIATION OF NURSERYMEN, INC.
   "American Standard for Nursery Stock" – most current edition

   AJCHN-SPN: AMERICAN JOINT COMMITTEE ON
   HORTICULTURAL NOMENCLATURE
   "Standardized Plant Names" - Section Edition 1942

   ANA: ARIZONA NURSERY ASSOCIATION
   "Grower's Committee Recommended Tree Specifications" - most current edition

   MAG: MARICOPA ASSOCIATION OF GOVERNMENTS
   Uniform Standard Details and Specifications for Public Works Construction, most current edition

   MUTC: FEDERAL HIGHWAY ADMINISTRATION
   Manual of Uniform Traffic Control Devices, most current edition

6. **SITE INSPECTION:** CONTRACTOR shall become familiar with any conditions, which may affect performance. This Agreement shall be prima facie evidence that CONTRACTOR did, in fact, make a site inspection and is aware of all conditions affecting performance and bid prices.

   The CONTRACTOR shall be responsible for removal and disposal of existing root balls or stumps as may be required. However, in many areas, with the approval of the City designee, the plant material may be located nearby or adjacent to the old stump or root ball as long as irrigation can be provided to the plant material.

7. **MATERIALS:** Any materials required that are not stipulated in this Contract shall be submitted to Contract Administrator/designee *in writing* prior to purchase. CONTRACTOR shall provide invoices as proof of purchase to Contract Administrator/designee prior to reimbursement request.

The CONTRACTOR shall notify the Contract Administrator/designee of when an irrigation system and/or designated area is complete so it may be inspected. Upon inspection, if an area has any issue as determined by the Contract Administrator /designee the problem shall be repaired in a prompt fashion.

Landscape work shall be completed by a single firm specializing in landscape installation and maintenance.

14. **SOURCE QUALITY CONTROL.**CONTRACTOR shall comply with regulations applicable to landscape materials. CONTRACTOR shall not make substitutions. If specified landscape material is not obtainable, CONTRACTOR shall submit proof of non-availability to Contract Administrator/designee and a new selection will be considered.

14.1 **Samples and Tests**:
Contract Administrator/designee reserves the right to take and analyze samples of materials for conformity to specifications at any time. CONTRACTOR shall furnish samples upon request by CITY. Materials rejected by CITY shall be immediately removed from the site at CONTRACTOR's expense. Cost of testing of materials not meeting specifications shall be paid by CONTRACTOR.

14.2 **Measurements:** CONTRACTOR shall measure trees and shrubs with branches and trunks or canes in their normal position. Do not prune to obtain required sizes. Measure body of tree or shrub for height and spread dimensions. Do not measure from branch or root tip-to-tip.

CONTRACTOR shall measure specified Date Palms from finished planted grade to the base or the start of the fronds. Date Palms shall have a finished planted height as specified in the landscape improvement plans. No air roots shall be exposed or visible after installation.

14.3 **Inspection:** Contract Administrator/designee will inspect plant material either at place of growth, at a nursery, or at the site prior to planting, for compliance with requirements for genus, species, variety, size and quality. Inspections other than those on site shall identify the character and quality of plants desired for the project and shall not constitute final acceptance of plant material. Contract Administrator/designee shall retain the right to further inspect trees, shrubs and palms for size and condition of balls and root systems, insects, injuries and latent defects, and to reject unsatisfactory or defective material at any time during progress of work. CONTRACTOR shall remove rejected trees, shrubs and palms immediately from site.

15. **SUBMITTALS:** CONTRACTOR shall provide sample of proposed granite mulch showing color, size range, and texture, including proposed source. All submittals and samples shall be forwarded in a single package to the Contract Administrator/designee prior to commencing with the work.

15.1 **Certifications**: CONTRACTOR shall submit certificates of inspection as required by governmental authorities. CONTRACTOR shall submit manufacturers or CONTRACTOR's certified analysis for soil amendments and fertilizer materials. CONTRACTOR shall submit other data substantiating that materials comply with specified requirements. CONTRACTOR shall file copies of certificates with Contract Administrator/designee after acceptance of material.

15.2 **Planting Schedule**: At a minimum of 14-days prior to initiating any previously scheduled work, CONTRACTOR shall submit proposed planting schedule, indicating dates for each type of landscape work during landscape installation. CONTRACTOR shall correlate with specified maintenance periods to provide maintenance from date of substantial completion. Once accepted, CONTRACTOR shall revise dates only as approved in writing, after documentation of reasons for delay.

16. **DELIVERY, STORAGE AND HANDLING:**

16.1 **Packaged Materials**: CONTRACTOR shall deliver packaged materials in containers showing weight, analysis and name of manufacturer. CONTRACTOR shall protect materials from deterioration during delivery, and while stored. CONTRACTOR shall protect products/materials from weather or other conditions that would damage or impair the effectiveness of the product/material.

16.2 **Trees and Shrubs**: CONTRACTOR shall not bend or bind-tie trees, shrubs and palms in such manner as to damage bark, break branches or destroy natural shape. CONTRACTOR shall provide protective covering during delivery and adequate protection for root systems and balls from drying winds and sun.

CONTRACTOR shall deliver trees, shrubs and palms after preparations for planting have been completed and plant immediately. If planting is delayed more than 6 hours after delivery, CONTRACTOR shall set trees and shrubs in shade, protect from weather and mechanical damage, and keep roots moist by acceptable means of retaining moisture. CONTRACTOR shall water as often as necessary to maintain root system in a moist condition. It is recommended that a temporary storage yard be established by CONTRACTOR for landscape plants and materials.

CONTRACTOR shall not remove container-grown stock from containers until planting time.

16.3 **Utilities**: CONTRACTOR shall determine location of underground utilities through Blue Stake or other CITY approved methods and perform work in such a manner to avoid possible damage. CONTRACTOR shall hand excavate as required. CONTRACTOR shall maintain grade stakes set by others until removal is mutually agreed upon by CONTRACTOR and CITY.

16.4 **Obstructions**: If rock, underground construction, or other obstructions are encountered in excavation for planting of trees or shrubs, CONTRACTOR shall notify Contract Administrator/designee. New locations may be selected by CITY, or instructions may be issued to direct removal of obstruction. CONTRACTOR shall proceed with work only after approval of Contract Administrator/designee.

16.5 **Traffic Control:** There may be instances where Traffic Control is required. CONTRACTOR shall adhere to all CITY, State and Federal Traffic and Safety guidance, City of Chandler Traffic Barricades Design Manual #7 and City of Chandler Municipal code 46-2.7.E construction sign requirements. CONTRACTOR shall submit all traffic control plans for approval by the City of Chandler Traffic Division before any work may progress

17. CONTRACTOR'S PERSONNEL:

17.1 **Minimum Requirements / List of Employees**: CONTRACTOR shall provide evidence of his ability to furnish the proper personnel.

CONTRACTOR shall supply Contract Administrator/designee a current list of employees assigned to CITY. 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 with CITY. All company officers and employees working on this Contract shall be listed.

The CONTRACTOR shall provide vehicles and all necessary equipment for them to perform their job.

CITY has the right to review the qualifications of the Crew Leader or Irrigation Technician. If the Contract Administrator/designee does not feel the Crew Leader or Irrigation Technician is qualified, CONTRACTOR shall remove him/her from that position. CONTRACTOR shall provide an alternate contact to CITY in the event the Crew Leader is not available.

CONTRACTOR shall perform all work in a safe and legal manner.

17.2 **Identification**: 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.

17.3 **Driver's License**: Employees driving the CONTRACTOR's vehicles shall possess and carry a ***valid*** Vehicle Operator's license issued by the State of Arizona at all times – NO EXCEPTIONS.

17.4 **Conduct**: CONTRACTOR shall be responsible for the conduct of CONTRACTOR's personnel. Employees, officers and sub-contractors *shall not* identify themselves as being employees of the CITY. Employees shall conduct themselves in such a manner as to avoid embarrassment to CITY, and shall be courteous to the public.

18. CONTRACTOR'S EQUIPMENT:

18.1 **Minimum Requirements / Vehicles and Equipment**: CONTRACTOR shall provide and maintain equipment sufficient in number, condition, and capacity to efficiently perform the work and render the services required by this contract. All vehicles must be maintained in good repair, appearance and sanitary condition at all times. The City reserves the right to inspect the CONTRACTOR's vehicles at any time to ascertain said condition.

18.2 **Equipment Identification**: All vehicles used by CONTRACTOR shall 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 a reasonable distance.

18.3 **Equipment Safety:** All vehicles shall be properly equipped with flashing lighting. All vehicles must adhere to the CITY's Technical Design Manual #7, and the Manual of Uniform Traffic Control Devices (MUTCD), most current editions. This includes and is not limited to the requirements for service vehicles, barricading, arrow boards, etc. Any type of altered equipment by removal of safety equipment or devices is not permitted.

19. **CONDITION OF LANDSCAPE AT END WARRANTY PERIOD.** At the end of the 90 day warranty period CITY and CONTRACTOR will make a final inspection to determine the condition of all landscape, irrigated, and other areas. Items found to be unacceptable by CONTRACTOR will be listed and evaluated by CITY. CONTRACTOR shall take corrective action including the potential of plant replacement or CITY will arrange for repairs to be made and the costs for making such repairs will be deducted from final payments due to CONTRACTOR.

TECHNICAL SPECIFICATIONS

1. **STANDARDS**: The specifications listed below are the minimum requirements and are intended to govern, in general, the requirements desired. CITY reserves the right to evaluate variations from these specifications.

2. **PLANT MATERIAL (TREES, SHRUBS, LAWNS, GROUNDCOVER)**
CONTRACTOR shall be responsible for damage to or destruction of trees, shrubs, lawns and groundcover resulting from his performance in accomplishing the scope of the contract. (CONTRACTOR shall not be responsible for damage to or destruction of plant material that is the result of vandalism, weather-related or damage caused by others.)

CONTRACTOR shall replace and dispose of, at his own expense, plant material damaged or destroyed as a result of his service, including the replacement of plants that die from "root shock" or lack of water or care, within ten (10) days after planting by CONTRACTOR. All replacement plants furnished by CONTRACTOR shall be equal in size, species and quality to the original plant, which it replaces.

CONTRACTOR shall replace and dispose of plant material damaged, weather-related or destroyed as a result of vandalism or other causes beyond the control of CONTRACTOR and will be reimbursed for labor based upon Exhibit C attached.

CITY will provide the replacement plant material at no cost to CONTRACTOR. CONTRACTOR shall notify the Contract Administrator/designee of any badly stressed or damaged plant material immediately. Contract Administrator/designee reserves the right to determine what should be replaced.

All plant material replacements to be made by CONTRACTOR shall be approved by the Contract Administrator/designee prior to replacement. Replacement cost will be determined at that time. CITY will be sole judge as to whether treatment or removal and replacement are required.

All tree or stump removals required which is not outlined in this contract shall be approved by the Contract Administrator/designee, ***in writing***, before CONTRACTOR begins any work. CONTRACTOR shall submit a report to Contract Administrator/designee on all areas where trees have been removed. Trees that have been removed shall have the stump ground down or cut back 4-6" below grade. CONTRACTOR shall cap off irrigation lines as required.

The report shall include:

(1) Area/Location
(2) Date actually removed
(3) Type of tree removed
(4) Approximate height and diameter
(5) Purpose for removal

CONTRACTOR shall immediately notify the Contract Administrator/designee of any disease or pest infestation that may result in the destruction of plant material. In the event the disease or pest infestation resulted from improper plant maintenance (See Pest and Insect Control section), CONTRACTOR shall be responsible for all plant material and labor costs required to restore the plant materials and area to its original condition.

CONTRACTOR shall keep all trees that are staked at the beginning of the contract, and any trees replaced during the contract period, staked according to CITY specifications: Two 8-foot 2" x 2" Douglas fir stakes on each side of the tree approximately 18 inches apart with two hose protected wire guys between trees; and stakes firmly driven into the ground 12 to 18 inches. Additionally, as trees mature, stakes will need to be removed for the health of the tree. When staking as specified occurs nursery stakes should be

removed and disposed of by the CONTRACTOR.

Staking shall be functional as specified in CITY specifications within the landscape Technical Design Manual. The CONTRACTOR is responsible for keeping trees staked that require staking, keeping wires and stakes neat and functional while protecting the tree. This includes adjusting the wires as required to prevent gurgling.

All trees shall be pruned by approved method to keep tree branches out of street right-of-way, for 13' 6" high vertical clearance on major streets and off sidewalk for 8' clearance. Pole saws and pruners are approved for this work.

3. **MAINTENANCE OF PLANTING**. From the time any plants are planted until completion of the 90-day maintenance period, CONTRACTOR shall ensure that all plants are watered and fertilized, trash and debris (from CONTRACTORS work) are removed, plant replacements made, guying stakes adjusted, soil saucers maintained, plants pruned and weeded, mulch added and/or spraying for insects or disease completed. Plants damaged by frost shall be replaced during the maintenance period as directed by the Contract Administrator/designee.

   CONTRACTOR shall spray or dust appropriate insecticides, miticides, and fungicides as necessary to maintain plants in a healthy and vigorous growing condition during the maintenance period. CONTRACTOR shall apply pest and disease control chemicals in accordance with manufacturer's instructions.
   CONTRACTOR shall provide written documentation to the Contract Administrator/designee of all chemicals applied during the maintenance period. CONTRACTOR shall bear full responsibility for complete removal of weeds and grasses such as Dallas, Johnson and Nut grasses from the site resulting from the landscape installation.

   The 90 day maintenance period shall begin when all the installation work is completed. It shall not be done section by section or piece meal.

4. **PRUNING.** CONTRACTOR shall prune all shrubs and groundcover in an acceptable and methodical manner: i.e., selective pruning in keeping with good horticultural practices. Pruning of all shrubs and groundcover shall be limited to containment of vegetative growth to the inside edge of curb lines, sidewalks (if any) and a maximum of 24 inches above height of grade (street surface) for shrubs within the sight distance triangle (refer to CITY Standard Site Distance, Detail #C 246). Shrubs in R.O.W. or basins within 10 feet of a wall shall be kept at the height designated by the CONTRACT ADMINISTRATOR/DESIGNEE. Pruning shall also include the removal of dead, dying, diseased and broken portions; not to exceed 25 feet in height, of each plant. If replacement is necessary, except when due to negligence of CONTRACTOR, plant materials will be supplied by CITY.

   Pruning shall be performed in such a way that plant material does not create a visibility obstruction to vehicular traffic. CITY shall reserve the right to determine when plant material creates a visibility obstruction.

   Height of trimming of shrubs in continuous areas will be consistent in height. Height of trimming will be determined by the Contract Administrator/designee.

   Pruning, elevating and shaping of trees shall be limited to small trees, regardless of what their anticipated mature height may be. Pole saws and pruners should be used to meet height requirements as specified in 2(a) of this contract. Pruning shall be performed following accepted practices, no stubs.

   Pruning is defined as cutting to a tree to shape, thin, or change the direction of the new growth. This would include crown cleaning, crown thinning, crown reduction, crown restoration and crown raising. Trimming is

cutting to remove a hazard or sight obstruction.

CONTRACTOR shall have good quality, appropriate hand tools available at all times. CONTRACTOR shall keep all tools in a clean, operative and sharp condition and be sterilized periodically. If disease/infection is suspected or known within a certain plant(s), CONTRACTOR shall sterilize his cutting tools between each cut. All hand shears and loppers shall be a type having two (2) cutting edges. Anvil type pruners are not acceptable. All branches and clippings shall be removed from site at completion of each work day.

Pruning standards shall follow the ISA Western Chapter Pruning Standards for correct pruning.

5. **PEST AND INSECT CONTROL.** CONTRACTOR shall take normal precautions and institute proper procedures for the control of insects, pests or disease and shall be responsible for all damages resulting from improper procedures or the failure to take normal precautions to control insects, pests or disease.

CONTRACTOR shall submit a list of proposed chemicals and MSDS sheets to the Contract Administrator/designee for approval. Any deviation from the approved list without prior written approval from Contract Administrator/designee may be grounds for termination of Contract. All site chemical applications shall be done by applicators certified through Arizona State Structural Pesticide Department. All spot applications of over eight (8) gallons must meet the parameters set in SPCC Code Section 32-2311.

CONTRACTOR shall supply to the CITY a copy of the current certifications of all applicators prior to applying any chemicals.

CONTRACTOR shall be responsible for any adverse effects or death of plant materials, including soil sterilization, runoff and drift onto adjacent properties, caused by the application of chemicals. All repairs or replacements necessary due to the application of chemicals shall be completed at CONTRACTORS expense.

Pesticides shall be used in strict conformance with manufacturer's instructions as they appear on the label, or approved by the Arizona State Chemist. Pesticide(s) shall not be left unattended or not under lock and key, and no pesticide will be stored on CITY premises.

Product names, formulas and antidotes covering chemicals and pesticides to be used under this Contract shall be maintained by CONTRACTOR for quick reference. Material Safety Data Sheets (MSDS) and product labels shall be on file, and on site at all times. The MSDS sheets shall meet Federal Occupational Health and Safety Administration (OSHA) requirements. All chemicals shall be properly labeled. A chemical spray log will be kept indicating all spraying done for this Contract. Spray indicator (blue dye) will be used for on applications.

All chemicals and pesticides used must have Environmental Protection Agency registration and State Chemist approval.

Materials, techniques and processes shall fully comply with all applicable Federal, State and local laws, regulations, standards and ordinances pertaining to health, safety and environmental protection. Failure to comply shall be sufficient grounds for immediate termination of this Contract.

6. **CLEANING.** The CONTRACTOR shall be responsible for keeping the work site clean. All trash, stumps, or other debris is to be disposed of properly.

7. **IRRIGATION MAINTENANCE.** CONTRACTOR shall be responsible for monitoring of all plant materials to ensure they receive the proper amount of water to maintain health and vigor. If special watering is needed for any area, it shall be the responsibility of CONTRACTOR to bring it to the Contract

Administrator/designee's attention *in writing*. Plant materials that are damaged due to lack of water or over watering shall be replaced or returned to health at the CONTRACTOR's expense, unless prior arrangements have been made with the Contract Administrator/designee. Replacement and plant recovery procedures shall be submitted by CONTRACTOR for Contract Administrator/designee's approval.

CONTRACTOR shall not water to a point of runoff when watering. If runoff is occurring, adjustment of the watering schedule or use of a wetting agent may be necessary.

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

(1) Adjustment must be made to maintain growth at the desired rate.
(2) Irrigation between 9:00 PM and 6:00 AM is preferred but other night time hours are approved if necessary.
(3) Irrigation after 6:00 AM must be approved by CITY.

CONTRACTOR shall water by hand or by other means in accordance with plant needs when irrigation systems are out of service or not available.

CONTRACTOR shall notify Contract Administrator/designee *in writing* of system failure involving electric supply and/or water supply from the City's main lines. The CITY will assume the cost for necessary hand watering done in accordance with the special watering provisions stated herein.

When requested by CITY, special watering will be paid for at the hourly rate as stated on Exhibit B. The payment for special watering shall only be made for reasonable amounts of time required to set up equipment, adjust for coverage, occasional monitoring and breakdown of equipment. Equipment and methods used for special watering will be subject to approval by the Contract Administrator/designee.

8. **IRRIGATION FUNCTIONALITY**. Irrigation systems shall be repaired so that all component features are operating as designed. In most cases where plant material is proposed per this contract there was existing irrigation in the vicinity of that location at on time. The intent is to complete the tasks necessary to provide water to the new plant material using existing systems. Typically, the existing irrigation in the areas to be replanted is aged or damaged from past storm events. This contract requires the CONTRACTOR to provide the required drip lines or poly tubing to support the new plant material and up to 12' of lateral piping. All other work which may be required needs to be approved by CITY prior to commencing such work and paid for on a time and materials basis.

CITY will pay for or provide the following parts for repair of the irrigation systems: irrigation controllers, electric valves, and vacuum breakers. All other materials and parts shall be supplied by CONTRACTOR. All of the broken or defective parts, which CITY is replacing, must be returned to CITY.

Irrigation equipment presently in service, which malfunctions but is repairable, occurring from the work associated with this contract, shall be CONTRACTOR's responsibility, at no additional cost to CITY, to supply the labor and materials to repair all such equipment. CITY will determine the best course of action if a controller malfunctions and cannot be repaired in the field.

New equipment shall be installed after prior written approval from Contract Administrator/designee and equipment removed shall be marked for identification and returned to CITY along with all excess parts.

9. **PROJECT WARRANTY (GUARANTEE).** CONTRACTOR shall warranty trees and palms for a period of one year after final acceptance of landscape installation against defects including death, unsatisfactory growth, and forest damage except for defects resulting from neglect by CITY, abuse or damage by others, or unusual phenomena or incidents which are beyond CITY's control. At the end of

the 90 day maintenance period, all plant or other associated material must be replaced as directed by the Contract Administrator/designee.

Starting date for the 90-day maintenance period must be approved in writing by the Contract Administrator/designee.

CONTRACTOR shall remove and replace trees, shrubs, or other plants found to be dead or in unhealthy condition at any time during warranty period or as directed by the Contract Administrator/designee. CONTRACTOR shall replace trees, shrubs and palms, which are in questionable condition at end of warranty period unless, in opinion of the Contract Administrator/designee, it is advisable to delay replacement. If replacement is delayed, another inspection will be conducted at a mutually agreed-upon date to determine acceptance or rejection. Only one replacement (per tree, shrub or palm) will be required during the warranty period, except for losses or replacements due to failure to comply with specified requirements. Contract Administrator/designee will be responsible for approving replacement material prior to planting.

SECTION B - PRODUCTS:

1. SOIL AMENDMENTS:

1.1 **Forest Mulch**: A well composted, nitrogen stabilized wood fiber mulch available from Western Agricultural Products, Phoenix, Arizona, or approved equivalent.

1.2. **Commercial Fertilizer**: Complete fertilizer of neutral character, with 50% of the elements derived from organic sources and containing not less than 20% total nitrogen, 20% available phosphoric acid, and 20% soluble potash, or approved equivalent.

1.3. **Plant Tablets**: Agriform 21 gram, 20-10-5 fertilizer tablets, or approved equivalent.

2. PLANT MATERIALS

2.1 **Quality**: CONTRACTOR shall provide trees, shrubs, palms and other plants of size, genus species and variety shown and scheduled on the landscape improvement plans which comply with recommendations of the noted references.

2.2 **Trees, Shrubs and Palms**: CONTRACTOR shall provide trees, shrubs and palms of quantity, size, genus, species and variety shown and scheduled for landscape work and complying with recommendations and requirements of the above references. CONTRACTOR shall provide healthy, vigorous stock, grown in a recognized nursery in accordance with good horticultural practice and free of disease, insects, eggs, larvae and defects such as knots, sun-scald, injuries, abrasions, or disfigurement.

Plants shall be sound, healthy and vigorous, well branched and densely foliated when in leaf. They shall be free from physical damage or adverse conditions that would prevent thriving growth.

Plants shall not be pruned before delivery. Trees with damaged or crooked leaders, or multiple leaders, unless specified, will be rejected. Trees with abrasions of the bark, sunscalds, disfiguring knots, or fresh cuts of limbs over 3/4" which have not completely callused will be rejected.

CONTRACTOR shall label each type of tree and shrub and all trade-marked (□) plant material with securely attached waterproof tag bearing legible designation of botanical and common name. Do not remove tags until approval has been received to do so from the CITY DESIGNEE.

2.3 **Palm Trees**: CONTRACTOR shall provide Date Palm Trees as specified. Palm trees shall have straight trunks, free of kinks or scars and have like character (match in appearance).

3. MISCELLANEOUS LANDSCAPE MATERIALS:

3.1 **Decomposed Granite Mulch**: Decomposed granite shall be as per project plans if available or directed or specified and MAG, Section 702.4, with the following additions: the decomposed granite shall not contain lumps or balls of clay, caliche, organic matter or calcareous coating and shall conform to the standard Arizona Department of Transportation size specifications.

CONTRACTOR shall ensure that sufficient quantity is available from a single source to complete the project. Contract Administrator/designee is to approve sample prior to ordering.

When necessary, CITY will request separate quote from CONTRACTOR for application of pre-emergent. CONTRACTOR will be required to pre-emerge all decomposed granite areas with 3 applications or as directed by Contract Administrator/designee. The first application shall be to remove all weeds, the second shall be completed pre-application of the granite, and a post-application when the granite mulch is completed. Prior to application of the granite mulch, the area must be free from weeds. Schedules for the applications must be submitted to Contract Administrator/designee 24-hours prior to their application. A blue dye spray indicator will be used on applications SurFlan or approved equal is to be the specified pre-emergent. Contract Administrator/designee shall review all requests for "approved equal" prior to application by CONTRACTOR.

3.2 **Stakes and Guys**: CONTRACTOR shall provide stakes of sound new 2"x2" Douglas fir, or pine, free of knot holes and other defects. Length of stakes shall be as necessary to stabilize planted trees. CONTRACTOR shall provide wire ties and guys of 2-strand, twisted, pliable zinc-coated galvanized iron wire not lighter than 12 gauge. CONTRACTOR shall provide not less than 1/2" diameter reinforced rubber or plastic hose, cut to required lengths and of uniform color, material and size to protect tree trunks from damage by wires.

4. SCHEDULE OF SOIL MIXTURE AMENDMENTS:

For planting Date Palms, see landscape details in the Technical Design Manual #8. For planting backfill for trees and shrubs provide specified materials in not less than the following quantities:

•1/2 part of forest mulch to 4 parts of native soil by volume

5. EXCAVATION

CONTRACTOR shall excavate pits, beds and trenches as shown in schedules. CONTRACTOR shall loosen hard subsoil in bottom of excavation.

Schedules for plant pit dimensions are as follows:

Plant Pit Dimensions for Trees, and Shrubs

Plant Size	Width	Depth
1 Gallon	1'-0"	1'-0"
5 Gallon	2'-0"	1'-6"
24" Box	4'-0"	3'-0"
36" Box	6'-0"	4'-0"
42" Box	12" Wider than container (each side)	As required to provide watering saucer

*See specific details for Palm Tree pit sizes will be provided when palms are specified by the City.

Plant Tablet Schedules for Trees and Shrubs

1 Gallon	1 Tablet
5 Gallon	2 Tablets
24" Box	5 Tablets
36" Box	6 Tablets
42" Box	8 Tablets

SECTION C - EXECUTION

1. **TREES, SHRUBS, PALMS.** Types of work required include the following:
•Furnishing trees, shrubs, groundcovers and palms
•Preparation of planting pits, including excavation, backfilling and disposal of surplus and unsuitable excavated material
•Planting of trees, shrubs, groundcovers, and palms
•Maintenance of trees, shrubs, groundcovers, and palms
•Supplying and placing of planter backfill mix.

1.1 **Installation of Plant Materials**. CONTRACTOR shall lay out individual tree, shrub and palm-locations and areas for multiple plantings. CONTRACTOR shall stake locations, outline areas and secure Contract Administrator/designee's acceptance before start of planting work. CONTRACTOR shall make minor adjustments as may be requested by Contract Administrator/designee.

1.2 **Excavation**: CONTRACTOR shall excavate pits as shown on drawings and schedules. CONTRACTOR shall loosen hard subsoil in bottom of excavation. Refer to Part 1 for underground obstructions.

CONTRACTOR shall test drainage of tree and shrub pits by filling with water twice in succession. Conditions permitting the retention of water in planting pits for more than twenty-four (24) hours shall be brought to the attention of the Contract Administrator/designee. CONTRACTOR shall submit a written proposal for the correction to the Contract Administrator/designee for approval prior to proceeding with the work.

CONTRACTOR shall test drainage of palm tree pits by filling with water once. Conditions permitting the retention of water in the planting pits for more than (2) hours shall be brought to the attention of the Contract Administrator/designee.

1.3 **Preparation of Tree and Shrub Planting Backfill Mix**: CONTRACTOR shall mix forest mulch with excavated soil into a homogeneous mixture near the plant pit at rates specified in schedule. CONTRACTOR shall separate layers of mulch and excavated soil layers will not be accepted. (Date Palm species will not receive forest mulch—backfill. Palm Tree backfill specifications will be provided when Palm Trees are specified by the City.

1.4 **Setting for Trees and Shrubs**: CONTRACTOR shall set plant material stock on layer of compacted backfill mixture, plumb and in center of pit or trench with top of ball at elevation necessary to accomplish finished landscape grades. CONTRACTOR shall remove pallets or containers before setting. CONTRACTOR shall cut cans on 2 sides with a metal cutter, remove bottoms of wooden boxes before setting. Do not use spade to cut cans. Do not handle contained plants by foliage, branches or trunks.

1.5 **Setting and Backfilling for Date Palm Trees:** CONTRACTOR shall place palms per the details on the landscape improvement plan set. All palms shall be placed straight and perpendicular to an assumed level ground surface. Do not place palms perpendicular to sloped ground. CONTRACTOR shall set palms firm enough as not to reduce the need for stakes or bracing. CONTRACTOR shall assume all responsibility to maintain palms in an upright position. If CONTRACTOR believes bracing is necessary, it shall be his responsibility to notify the Contract Administrator/designee prior to the commencement of palm installation. CONTRACTOR shall provide a shop drawing to the Contract Administrator/designee for approval, which identifies proposed bracing method and materials.

Upon delivery to the site, verify that palm fronds have been pulled together loosely, but securely tied in an upward position with multiple strands or jute twine to protect the heart of the tree. Palms without frond ties will be rejected. Frond ties shall remain in place until new growth is visible.

1.6 **Backfilling for Trees and Shrubs:** After removing plant from container, CONTRACTOR shall scarify side of root-ball to eliminate root-bound condition.

CONTRACTOR shall not use stock if ball is cracked or broken before or during planting operation. When set, place additional backfill around base and sides of ball and place plant tablets. CONTRACTOR shall work each layer to settle backfill and eliminate voids and air pockets. When excavation is approximately 2/3 full, CONTRACTOR shall water thoroughly before placing remainder of backfill. Repeat watering until no more is absorbed. CONTRACTOR shall water again after placing final layer of backfill.

CONTRACTOR shall remove all nursery-type plan labels from plants. CONTRACTOR shall not remove the waterproof or trademark tags until directed to do so by the Contract Administrator/designee. CONTRACTOR shall prune, thin out and shape trees and shrubs in accordance with ASNS. CONTRACTOR shall prune trees to retain required height and spread. Unless otherwise directed by the Contract Administrator/designee, CONTRACTOR shall not cut tree leaders, and remove only injured or dead branches from flowering trees (if any). CONTRACTOR shall prune shrubs to retain natural character. Plants after pruning should conform to the ANA requirements.

Contract Administrator/designee reserves the right to omit tree stakes on certain trees, depending on planting size. Unless otherwise directed, stake all trees. CONTRACTOR shall set stakes vertically and space to avoid penetrating balls or root masses. CONTRACTOR shall allow enough slack to avoid "rigid" restraint of tree. CONTRACTOR shall begin maintenance of plant material. CONTRACTOR shall remove nursery stakes when 2 x 2" guy tree stakes are installed.

All plants shall be set apart in one separated area at the plant source for inspection prior to planting. CONTRACTOR shall inform the Contract Administrator/designee as to the exact location and time the plants being used have been set aside for inspection.

2. INSPECTIONS.

2.1 **Pre-Maintenance Inspection**: CONTRACTOR shall perform a pre-maintenance inspection upon substantial completion of all landscape planting and irrigation work under this contract. CONTRACTOR shall notify Contract Administrator/designee within 5 days of inspection to arrange schedule. Contract Administrator/designee, CONTRACTOR and such others as the CITY shall direct, shall be present at the inspection. Contract Administrator/designee shall issue the effective beginning date for the 90-day maintenance period.

Work requiring corrective action in the judgment of the Contract Administrator/designee shall be performed within 5 days after the pre-maintenance inspection. Corrective work and materials

replacement shall be in accordance with the drawings and specifications and shall be made by CONTRACTOR at no cost to CITY.

2.2 **Final Maintenance Inspection**: At the end of the 90-day maintenance period, a final maintenance inspection will be performed to accept the landscape installation.

Work requiring corrective action or replacement (in the judgment of the Contract Administrator/designee) shall be performed within 10 days after the final inspection. Corrective work and materials replacement shall be in accordance with the drawings and specifications, and shall be made by CONTRACTOR at no cost to CITY. CONTRACTOR shall maintain corrected work until it has been re-inspected by Contract Administrator/designee.

3. **CLEANUP AND PROTECTION**:

During landscape work, CONTRACTOR shall keep pavements clean and work area in an orderly condition. CONTRACTOR shall broom, scrub or hose affected areas as directed by the Contract Administrator/designee to maintain a clean and neat work area.

CONTRACTOR shall promptly remove soil and debris created by landscape work from paved areas. CONTRACTOR shall clean wheels of vehicles prior to leaving site to avoid tracking soil onto surface of roads, walks or other paved areas.

CONTRACTOR shall protect landscape work and materials from damage due to landscape installation, operations by other contractors and trades and trespassers. CONTRACTOR shall maintain protection during installation and maintenance periods. CONTRACTOR shall treat, repair or replace CONTRACTOR-damaged work as directed by the Contract Administrator/designee at no cost to CITY. CONTRACTOR shall remove all debris, trash and excess materials generated by the landscape installation.

TYPICAL STREETS PLANT SPECIES**		
	COMMON NAME	BOTANICAL NAME
TREES - ALL SIZES		
	SWEET ACACIA	ACACIA FARNESIANA
	WILLOW ACACIA	ACACIA SALICINIA
	SHOESTRING ACACIA	ACACIA STENOPHYLLA
	BLUE PALO VERDE	CERCIDIUM FLORIDUM
	HYBRID PALO VERDE	CERCIDIUM HYBRID
	FOOTHILLS PALO VERDE	CERCIDIUM MICROPHYLLUM
	PALO BREA	CERCIDIUM PRAECOX
	DESERT WILLOW	CHILOPSIS LINEARIS
	INDIAN ROSEWOOD	DALBERGIA SISSOO
	OLEA EUROPAEA	FRUITLESS OLIVE
	IRONWOOD	OLNEYA TESOTA
	CHINESE PISTACHE	PISTACIA CHINENSIS
	TEXAS EBONY	PITHECELLOBIUM FLEXICAULE
	CHILEAN MESQUITE	PROSOPIS SPECIES
	VELVET MESQUITE	PROSOPIS VELUTINA
	LIVE OAK	QUERCUS VIRGINIANA
	EVERGREEN ELM	ULMUS PARVIFOLIA
SHRUBS-5GAL OR 1 GAL		
	TRIANGLELEAF BURSAGE	AMBROISIA DELTOIDEA
	YELLOW BIRD OF PARADISE	CAESALPINIA GILLIESII
	MEXICAN BIRD OF PARADISE	CAESALPINIA MEXICANA
	BAJA FAIRY DUSTER	CALLIANDRA CALIFORNICA
	PINK FAIRY DUSTER	CALLIANDRA ERIOPHYLLA
	HOP BUSH	DODONAEA VISCOSA
	BRITTLEBUSH	ENCELIA FARINOSA
	TURPENTINE BUSH	ERICAMERICA LARICIFOLIA
	RED EREMOPHYLLA	EREMOPHILA MACUATA SP.
	CHUPAROSA	JUSTICIA CALIFORNICA
	CREOSOTE BUSH	LARREA TRIDENTATA
	VIOLET SILVERLEAF	LEUCOPHYLLUM CANDIDUM
	TEXAS SAGE	LEUCOPHYLLUM FRUTESCENS
	OLEANDER	NERIUM OLEANDER 'PETITE PINK'
	BAJA RUELLIA	RUELLIA PENNSILARIS
	GREEN FEATHERY SENNA	SENNA ARTEMISOIDES
	JOJOBA	SIMMONDSONIA CHINENSIS
	TEXAS MOUNTAIN LAUREL	SOPHORA SECUNDIFLORA
	ARIZONA YELLOW BELLS	TECOMA STANS
	BUSH MORNING GLORY	CONVOLVUSUS CNEORUM
	LANTANA	LANTANA HYBRID
	TRAILING LANTANA	LANTANA MONTEVIDENSIS

	KATIE RUELLIA	RUELLI BRITTONIANA 'KATIE'
	GOLDEN BARREL	ECHINOCACTUS GRUSONII
	TWIN FLOWERING AGAVE	AGAVE GEMINIFOLIA
	RED YUCCA	HESPERALOE PARVIFLORA
	DESERT MARIGOLD	BAILEYA MULTIRADIATA
	ANGELITA DAISY	HYMENOXYS ACAULIS
	PENSTEMON SP.	PENSTEMON SP.
**NOTE – this is a "typical" plant listing and is not intended to be all-inclusive.		

EXHIBIT C
PRICING

ITEM	DESCRIPTION	UNIT PRICE	LABOR
1.	1-gallon container shrub	$2.00	$2.49
2.	3-gallon container shrub	$6.93	$3.11
3.	5-gallon container shrub	$7.04	$4.20
4.	15 Gal Tree	$24.78	$12.44
5.	24" Box Tree	$80.94	$21.00
6.	36" Box Tree	$268.64	$31.11
7.	42" Box Tree	$559.71	$77.78
8.	Applications of Pre-emergent	CITY WILL REQUEST QUOTES	
9.	½",¾", & 1" PVC laterals	$0.20	$0.31
10.	Irrigation Valves	$46.07	$38.89
11.	Irrigation Backflows	$316.66	$38.89
12.	Amended Topsoil/Backfill	$23.07	$4.67
13.	River Rock 3-8"	$36.16	$19.44
14.	Premium Surface Boulders +/- ½ ton	$113.89	$7.00
15.	Tree Removal (<25')	$283.89	$31.11
16.	Tree removal (>25')	$308.89	$31.11
17.	Palm Tree Removal	$308.89	$31.11
18.	Palm Tree Installation (>22')	$4,305.56	$248.89
19.	Decomposed Granite (DG) (ton) w/ site prep; ¾" screened Walker Gold	$22.22	$9.33
20.	Decomposed Granite (DG) (ton) w/ site prep; ¾" screened Desert Gold	$34.44	$9.33
21.	Traffic Control (including set up & take down (est. of 30 days)	$40.00	$31.11
22.	COC Uniformed Police Officer	$60.70 / hr	

NOTE – Per Section 4.4, this is "ESTIMATED QUANTITIES" only and the City makes no guarantees.

Hourly Rate for Irrigation Tech:	$12.00
Hourly Rate for Laborer:	$ 9.00
Hourly Rate for Arborist:	$15.00
Unit Cost Per Granite Acre:	$ 0.72 / sq. foot
Unit Cost Per Turf Acre:	$ 0.38 / sq. foot