PURCHASING ITEM
FOR
COUNCIL AGENDA

1. Agenda Item Number: 13

2. Council Meeting Date: August 18, 2011

TO: **MAYOR & COUNCIL**

THROUGH: **CITY MANAGER**

3. Date Prepared: July 29, 2011

4. Requesting Department: Municipal Utilities

5. SUBJECT: Agreement No. CS1-988-2989 for Landscaping Maintenance-Citywide with Artistic Land Management Inc. for two years with the option to renew for one two-year period, in a total amount not to exceed $50,000 per year.

6. RECOMMENDATION: Recommend approval of Agreement No. CS1-988-2989 for Landscaping Maintenance-Citywide with Artistic Land Management Inc. for two years with the option to renew for one two-year period, in a total amount not to exceed $50,000 per year.

7. HISTORICAL BACKGROUND/DISCUSSION: This Agreement includes weekly trash pickup, weed control, irrigation repair, mowing and pruning/trimming as required. Landscaped areas covered under this Agreement are the Surface Water Treatment Plant, Wastewater Collection facilities and Environmental Resources xeriscaped areas. The Agreement includes additional fees for unanticipated needs.

8. EVALUATION PROCESS: In April 2011, staff issued a Request for Proposals (RFP) for landscaping maintenance at various locations citywide. The RFP was advertised and all registered vendors notified. Nine responses were received and are listed on the attached spreadsheet. After review by an evaluation committee, staff recommends award to Artistic Land Management Inc. for having the most advantageous offer to the City based on the evaluation criteria.

The term of this Agreement is September 1, 2011 through August 31, 2013 with the option to renew for one (1) two-year period.

9. FINANCIAL IMPLICATIONS:

Cost: $50,000
Savings: N/A
Long Term Cost: N/A
Fund Source:

Account	Fund Name	Program Name	CIP Funded	Funds
605.3830.0000.5410	Water Operating, Water Treatment Plant	Building and Grounds R&M	Non-CIP	$42,000
605.3840.0000.5410	Water Operating, Environmental Resources	Building and Grounds R&M	Non-CIP	$ 5,000
615.3900.0000.5410	Wastewater Operating, Wastewater Collection	Building and Grounds R&M	Non-CIP	$ 3,000
			Total	$50,000

10. PROPOSED MOTION: Move to approve Agreement No. CS1-988-2989 for Landscaping Maintenance-Citywide with Artistic Land Management Inc. for two years with the option to renew for one two-year period, in a total amount not to exceed $50,000 per year.

ATTACHMENTS: Agreement; Spreadsheet

APPROVALS	
11. Requesting Department Robin Butler for Vickie Sharp, Water/Systems Operations Superintendent	**13. Department Head** Dave Siegel Dave Siegel, Municipal Utilities Director
12. Procurement Officer S Brause Sharon Brause, CPPB, CPCP	**14. City Manager** Rich Dlugas Rich Dlugas

CITY OF CHANDLER SERVICES AGREEMENT
LANDSCAPING MAINTENANCE - CITYWIDE
AGREEMENT NO.: CS1-988-2989

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 **ARTISTIC LAND MANAGEMENT INC.**, a Corporation of the State of Arizona, 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 Parks & Facilities Maintenance Manager /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.

2 SCOPE OF WORK: CONTRACTOR shall provide landscaping maintenance services for City locations 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. Bid Bond form (Exhibit D1), Performance Bond form (Exhibit D2), Payment Bond form (Exhibit D3), and Contractor's Equipment Listing (Exhibit E) are attached and incorporated herein by reference.

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 have in their possession at time of bid submittal and 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. This shall include, but not be limited to, the Qualifying Party (QP) for an active license with the Arizona Registrar of Contractors A.R.S. §32-2312 (www.azroc.gov) AND a QP for an active license with the Office of Pest Management (http://www.sb.state.az.us/LicCatDefConv.php). This information must be verifiable with the Arizona Registrar of Contractors and the Office of Pest Management and photocopies shall be provided with bid submittal.

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.

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 **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 **Forty Eight Thousand Four Hundred Dollars ($48,400) per year** 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. **REDUCTION IN PAYMENT DUE TO UNSATISFACTORY SERVICE.** Each month CONTRACTOR's performance will be evaluated for satisfactory service. If the performance for any required service is unsatisfactory and poor performance is clearly the fault of the CONTRACTOR (any service not performed which is required by the contract), an amount of money equal to the service value will be withheld. Anytime the CONTRACTOR's performance is unsatisfactory payment will be withheld until CONTRACTOR's performance is satisfactory.

In the event the CONTRACTOR is deficient in any required service, the City may perform the service by City personnel or by separate contract. Cost of services not performed by the CONTRACTOR will be deducted from Contractors monthly invoice

4.4. **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.

4.5. **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 and adjust payment accordingly.*

4.6. **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.

4.7. **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.

4.8. **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.

4.9. **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 **two (2) year** (s), commencing on the **1st day of September, 2011** and terminating on **August 31, 2013** unless sooner terminated in accordance with the provisions herein. CITY reserves the right, at its sole discretion, to extend the Contract for one additional **two (2)** year term. CITY reserves the right, at its sole discretion, to extend the Contract for up to 60 days.

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. **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.

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.

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

7.4 **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.

7.5 **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 $2,000,000 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

Contract Administrator:	Municipal Utilities
Contact:	Vicki Sharp
Mailing Address:	PO Box 4008 – MS 912
Physical Address:	1475 E Pecos Rd
City, State, Zip	Chandler AZ 85244
Phone:	480-782-3628
FAX:	480-782-3630

In the case of the CONTRACTOR

Firm Name:	Artistic Land Management
Contact:	Jose Hernandez
Address:	506 E Boston Cr
City, State, Zip	Chandler AZ 85225
Phone:	480-821-4966
FAX:	480-964-5191
EMAIL:	Jose@ALMInc.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 Performance and Payment Bonds. Within fifteen (15) days from the time a Contract is awarded, CONTRACTOR shall furnish fully executed Performance and Payment Bond (Labor and Materials) in such form and context as determined by CITY from a surety approved by CITY. Said bonds shall be in a sum no less than one hundred (100%) of the Contract price.

CITY has the option to forfeit said bonds if the Contract is terminated by the default of CONTRACTOR or if CITY determines that CONTRACTOR is unable or unwilling to complete the work as specified in the Contract Documents.

If the Contract schedule is not adhered to, and CITY determines that the work is unlikely to be completed within a reasonable time after the original target date, then CITY may terminate the Contract and collect the Performance Bond.

The Performance Bond will be reviewed annually and any increases in the contract amount will require bond to be increased and reissued

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

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

15.6 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.

15.7 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.

15.8 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.

15.9 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: CS1-988-2989			
Name (as listed in the contract): ARTISTIC LAND MANAGEMENT INC.			
Street Name and Number: 506 E BOSTON CR			
City: CHANDLER	**State: AZ**	**Zip Code: 85225**	

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:

Jose Hernandez

Printed Name: Jose Hernandez

Title: President

Date (month/day/year): May 20, 2011

EXHIBIT B
SCOPE OF WORK

SECTION I – GENERAL

The specifications listed below are the minimum requirements and are intended to govern the requirements desired. The City of Chandler reserves the right to evaluate variations from these 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 licensed by the Arizona Registrar of Contractors as an active, licensed landscape contractor. The CITY is requiring CONTRACTOR to have a qualifying party at time of submittal as well as a qualifying party with a proper active license with the Office of Pest Management.

   CONTRACTOR shall keep all areas clean of weeds, debris, dog waste, dried/dead plants or parts of plants (leaves, fronds, branches, etc.), tumbleweeds, seedlings and suckers. This is to include sidewalks, walls and areas adjacent to the inside and outside of walls or any area where debris may collect. All trees and shrubs shall be kept in such a manner that they present a pleasing appearance and are not a sight or safety hazard. All areas shall be fertilized in accordance with specifications listed herein. Gravel areas shall be kept clean and raked in accordance with specifications to present a pleasing appearance. All irrigation systems shall be repaired and operating efficiently to insure healthy plants and turf. All turf areas shall be mowed, cleaned and maintained according to requirements in the specifications.

   Several sites in this Agreement currently utilize reclaimed water for irrigation. CONTRACTOR shall be responsible for identifying which locations utilize reclaimed water and provide notification and training to their employees in accordance with Arizona Administration Code R18-9-704, General Requirements, and the Maricopa County Environmental Health Service Reuse Manual while working at these locations.

   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 CITY, they may be added to the maintenance of this Agreement by an Amendment approved by the City Council.

   CONTRACTOR shall be required to have the equipment on hand necessary to perform all requirements listed herein. CONTRACTOR shall list all equipment to be used on this contract on Exhibit E attached.

1.1 **Site Inspection:** CONTRACTOR shall be responsible for visiting the site(s) and becoming familiar with any conditions that may affect performance and pricing. Submission of an offer will be prima facie evidence that CONTRACTOR did, in fact, make a site inspection and is aware of all conditions affecting such.

1.2 **Materials.** Contract Administrator/designee must approve the purchase of any materials that are not stipulated in the contract prior to purchase. CONTRACTOR must provide invoices as proof of purchase to the contract administrator before reimbursement will be made.

   The City retains 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.

1.3 **Acceptance.** All work specified shall be completed under the direction of and to the satisfaction of the Park Maintenance Superintendent/designee.

1.4 **Water.** The CITY will furnish all water. A water meter will be provided, when needed.

1.5 **Additions and Deletions.** The CITY retains the right to delete or add maintenance areas and items to this contract. 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.

1.6 **Contingency Work.** The CITY may require the CONTRACTOR to perform work in addition to items specified in the Agreement, including but not limited to, repair of accident damage to landscaping and/or one-time cleanup.

Contingency work ordered on the basis of hourly rates, will be compensated payable as set forth in Exhibit C, attached hereto and made a part hereof by reference.

CONTRACTOR shall not perform any Contingency work until authorization is obtained from the Contract Administrator/designee. This authorization will be in the form of a written request or a numbered authorization form. Contingency work performed without authorization may not be paid.

The Contract Administrator/designee will approve any additional work not covered by the hourly rate prior to CONTRACTOR commencing work. The CONTRACTOR shall submit an estimate to the Contract Administrator/designee for approval. The charges will be determined if they are fair and reasonable by the Contract Administrator/designee. The CITY reserves the right to perform the work or contract other vendor's if the CONTRACTOR's estimate is not considered fair and reasonable.

The rate listed on Exhibit C shall be considered valid throughout the term of the Agreement. Adjustments may be made according to the Terms & Conditions listed herein and must be approved in writing by Contract Administrator/designee. Hourly rates listed are considered to include all profit, overhead, mobilization, and transportation costs.

Work requiring only one person will be paid for at the labor rate. No extra payment will be made for time spent on any job where CONTRACTOR's employees are above the class of foreman. Supervisors, general superintendents, estimators, and company owners are considered by CITY to be compensated for by the overhead portion of other earnings from CITY.

CONTRACTOR understands and agrees that this Agreement does not convey any exclusive right to perform Contingency work that may be required during the term of this Agreement.

1.7 **Vandalism:** All cases of vandalism shall be reported to the City when discovered and the Contract Administrator/designee shall determine the course of action to be taken.

1.8 **Quality Control:** CONTRACTOR shall establish a complete quality control program to assure the requirements of the contract are provided as specified. One copy of the CONTRACTOR's quality control program shall be provided to the Contract Administrator/designee and the Purchasing Division for approval at the time of award. The Contract Administrator/designee will approve or disapprove the CONTRACTOR's program within 10 working days of submittal. CONTRACTOR *must* have an approved program before commencing work under this Agreement. 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 Contract Administrator/designee will provide the preferred format that CONTRACTOR should use. CONTRACTOR shall submit the Performance Requirement Summary Report on a weekly basis. Any vandalism shall be reported to the Contract Administrator/designee within two (2) hours after it is discovered and a vandalism report form submitted.

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

1.9 **Quality Assurance:** The Contract Administrator/designee will monitor CONTRACTOR's performance by random inspection of CITY landscaped areas to insure CONTRACTOR compliance with the requirements of the contract. In the event a deficiency exists, CONTRACTOR will 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. The CONTRACTOR *will not* be paid for services not rendered in accordance with the standards set forth in this contract, notwithstanding that the CONTRACTOR is required to rework services that were unsatisfactorily performed.

1.10 **Deductions to Payments Due.** If CONTRACTOR fails to perform work in accordance with the Agreement, the CITY may hold part or all payments due to the CONTRACTOR. Partial payment may be withheld / never paid if CONTRACTOR has performed poorly. The CITY will establish the payment amount. If CONTRACTOR has not taken action to correct the deficiency within the time listed below, CITY may withhold all payments for the area affected until correction is made and liquidated damages/performance guarantees may be assessed. Upon completion of the corrective action and approval by Contract Administrator/designee, payment will be released. Unsatisfactory work will not be paid for.

Unless an extension has been provided in writing by the Contract Administrator/designee, failure to correct areas identified as deficient within the limits of this correction time limit schedule may result in cause for termination of the Agreement in accordance with provisions here.

Water & Sprinkler Repair – must be completed within 2 working days
Weed control - must be completed within 3 working days
Cleaning – must be completed within 2 working days
Fertilization – must be completed within 5 working days
Trimming – must be completed within 3 working days
Pruning – must be completed within 7 working days
Replanting – must be completed within 7 working days
Dead Plant removal – must be completed within 2 working days

1.11 **Liquidated Damages / Performance Guarantees:** The CITY's expectation is that landscape and grounds maintenance performed by CONTRACTOR will result in 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 "Contingency 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 CITY holidays on which service will not be performed, with the exception of litter control services:

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, CONTRACTOR shall adjust the weekly schedule so as to return to the normal weekly schedule the following week.

2. CONTRACTOR COMMUNICATIONS / EMPLOYEES:

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 without a toll call. An answering machine, fax and a mobile telephone will fulfill the requirement for a local office. CONTRACTOR must 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 Contract Administrator/designee. CONTRACTOR is to return calls made by the CITY within 2 hours. CONTRACTOR shall provide one work crew per each landscape area.

2.2 **Field Supervisor.** CONTRACTOR shall have a Field Supervisor available during working hours to address problems, field inspections, perform drive-throughs and for other coordination with the CITY. The CONTRACTOR's Field Supervisor shall supervise only one contract unless approved by the Contract Administrator/designee. This person shall not have any additional labor duties, other than incidentals, nor function as a crew leader or foreman. The Field Supervisor shall have separate transportation in order to be able to move independently between locations.

CONTRACTOR's Field Supervisor shall have a mobile radio or cell phone to enhance communication between the CITY and the CONTRACTOR's field representative. At a minimum, all crews should be equipped with radios. If a cellular telephone is used, the 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 Contract Administrator/designee has the right to review the qualifications of the field supervisor. If the City does not feel the supervisor is qualified, the CONTRACTOR shall remove him/her from that position. The CONTRACTOR will be provided an alternate contact when the Field Supervisor is not available.

2.3 **Key Personnel.** It is essential that the CONTRACTOR provide adequate experienced personnel who will ensure the successful accomplishment of the work to be performed under this Agreement. CONTRACTOR shall assign specific individuals to the key positions.

a. CONTRACTOR agrees that key personnel assigned to work under this Agreement shall not be removed or replaced without written notice to the Contract Administrator/designee.

b. If key personnel are not available for work under this contract for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the work then initially anticipated, the 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.

2.4 **Minimum Requirements - Contractor's Personnel.** CONTRACTOR shall describe in detail, the personnel requirements necessary to complete work listed herein and shall provide Contract Administrator/designee AND Purchasing Division with a current list of employees assigned to this CITY contract. 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 at all times. All company officers and employees working on this contract must be listed.

2.4.1 **Identification.** CONTRACTOR's employees shall be required to wear a clean uniform bearing the CONTRACTOR's name. 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 (10) working days after their start date.

2.4.2 **Driver's License.** Employees driving CONTRACTOR's vehicles shall possess and carry a valid Vehicle Operator's license issued by the State of Arizona at all times.

2.4.3 **Conduct of Personnel.** CONTRACTOR's employees, officers and subcontractors shall not identify themselves as being employees of the CITY. Employees shall conduct themselves in such a manner as to avoid embarrassment to the CITY, and shall be courteous to the public.

3. **CONTRACTOR'S 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 Agreement. CONTRACTOR shall list all equipment to be used on this Agreement on Exhibit E (attached). 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.

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 the CONTRACTOR's equipment from the proposed equipment must have prior approval of the Contract Administrator/designee.

3.1 **Equipment Identification.** All vehicles used by the 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.

4. **LICENSE REQUIREMENTS.** CONTRACTOR shall be a licensed landscape CONTRACTOR, licensed by the Arizona Registrar of Contractors and have a licensed, qualifying party status with the Office of Pest Management for the application of pesticide and herbicide products at the time of submittal. All chemical application must be done by applicators certified through the Office of Pest Management. The CITY reserves the right to evaluation variations from these specifications.

5. **CONDITION OF MAINTENANCE AREAS AT BEGINNING OF CONTRACT.** Upon receiving official notification that an Agreement has been approved by City Council, 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 Agreement area and submit the list to the Contract Administrator/designee for review before a Notice to Proceed 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 Contract Administrator/designee may authorize the CONTRACTOR to make extra cost repairs or may determine that the items listed represent normal conditions that might be expected at any time during the contract period.

The determination or disposition of all items listed shall be the responsibility of the Contract Administrator/designee, who's decision shall be final and binding upon the CONTRACTOR. All repairs to pre-existing conditions deemed necessary and authorized by the Contract Administrator/designee, shall be made prior to the start of normal maintenance for the identified areas.

6. **CONDITION OF MAINTENANCE AREAS AT END OF CONTRACT:** Thirty days prior to the expiration or termination of this Agreement, the Contract Administrator/designee and the CONTRACTOR (if desired) will make a final inspection to determine the condition of all maintenance areas. Items found to be improperly maintained by the outgoing CONTRACTOR will be listed and evaluated by the Contract Administrator/designee.

If the CONTRACTOR does not take correcting action, 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 current (outgoing) CONTRACTOR has been awarded a new Agreement for the same areas.

7. **WEED CONTROL.** All sites are to be kept free from weeds. It shall be the responsibility of CONTRACTOR to maintain the areas with herbicide and manual labor as needed. Two (2) complete applications of Surflan, or City approved alternate, applied at a rate of 4 quarts per acre to the all site; except un-landscaped basins (area H) Water Treatment Plant, the un-landscaped area outside the wall (area B) Water Treatment Plant, and the flat unimproved area south of the main building (area F) Water Treatment Plant. Application of Surflan will occur between February 15 and March 15, and again between October 15 and November 15. Additional applications of pre-emergent and watering in with a water truck will be as needed at CONTRACTOR's expense.

A minimum of two (2) applications of post emergent Roundup at a volume of 2% will be used for weed control for all sites except un-landscaped basins (Area H) at the Water Treatment Plant and the un-

landscaped area outside the wall (Area B) at the Water Treatment Plant. Weeds that exceed 2" in height may be required to be manually removed. All dead weeds shall be removed or raked out.

All turf areas shall be treated for weed control in the winter. One application for broadleaf weed control and any additional applications applied at CONTRACTOR's expense.

Any additional herbicide needed, other than the 4 applications of pre-emergent and post-emergent herbicide, CONTRACTOR shall be required to purchase additional applications at their own expense.

All herbicide uses other than mentioned above will be considered a management tool and therefore excluded from reimbursement, i.e. using herbicides instead of hoeing to eliminate weeds. CONTRACTOR shall submit applicable material safety data sheets to Contract Administrator/designee prior to use, a letter naming the herbicides that are proposed for use, where and how they are to be applied, and a copy of the product label. CONTRACTOR shall complete and furnish copies of a herbicide Spray Log with the billing invoices to Contract Administrator/designee on a monthly basis.

Roundup will be used as needed for a systemic weed killer. Surflan will be used as the pre-emergent. No other chemical will be used unless approved by the Contract Administrator/designee. All labor and material to control the weeds will be supplied by the CONTRACTOR. Weeds will also be controlled manually by hoe. All weeds controlled by chemicals must be removed or raked out.

The CITY reserves the right to sample and test of pre-emergent to ensure compliance with requirements, at any time during the application of herbicides.

SECTION II – PARKS & FACILITIES - TECHNICAL SPECIFICATIONS

Landscape Maintenance Areas and approximately acres
Refer to Maintenance Areas for specific acreage. ROW = Right-of-Way

AREA 1

	Area	Address or Location	# of Landscaped Acres
1.	Ashley Multi-Use Path	Greenbelt NE of Pima Park (Starting at Superstition Blvd. Extending to Cooper Rd.)	2.6
2.	Canyon Oaks (Paseo)	Greenbelt South of Pecos and East of Consolidated Canal running South Approx. ½ mile.	9.8
3.	Rockwood Estates (Paseo)	Greenbelt South of Chandler Heights & East of the consolidated canal running South approx. ½ mile.	5.5
4.	Paseo Crossing (Paseo)	Greenbelt North of Riggs Rd. and East of the consolidated canal running North approx. ½ mile.	2.8
5.	Mammoth Park	Greenbelt north of Chandler Blvd. and East of the consolidated canal	1.2
6.	Desert Oasis Aquatic Facility	1400 W. Summit Pl.	1.1
7.	Hamilton Aquatic Facility	3838 S. Arizona Ave.	.5
8.	Traditions (ROW)	North side of Thatcher from Superstition Blvd. East to Tower, South side of Binner Dr. from Hudson to Newport.	2.5
9.	Paseo Vista (ROW)	NW corner of McQueen & Ocotillo	10.5
10.	West Chandler Pool	250 S. Kyrene Rd.	2.3
11.	Desert Breeze Police Substation	251 N. Desert Breeze BLVD.	2.0
12.	McCullough-Price House Total Landscape Acres. 1.2, Total low water use landscaping.	330 S. Chandler Village Drive	1.2
13.	Desert Breeze R.O.W.	McClintock & Desert Breeze Blvd E.	3.2
14.	Snedigar Sportsplex R.O.W.	West side of Basha Rd. to Alma School South, East Side Of Alma School from Basha Rd. North	3.5
15.	Summerset (R.O.W. – Retention)	Hamilton, Galveston, RR Row.	3.0
16.	Boys & Girls Club	300 E Chandler Blvd	1.2

AREA 2			
	Area	Address or Location	Landscaped Acres
1.	Chandler Park & Ride	2100 S Hamilton St	2.5

All areas are to be kept clean of weeds, seedlings and suckers.

All trees and shrubs are to be kept in such a manner that they present a pleasing appearance and are not a sight or safety hazard.

Gravel areas are to be kept clean and raked in accordance with specifications to present a pleasing appearance.

ALTERNATE			
	Area	Address or Location	Landscaped Acres
1.	Fire Station #1	911 S. Hamilton	1.5
2.	Fire Station #2	1911 N. Alma School Rd.	.25
3.	Fire Station #3	275 E. Ellis St.	1.5
4.	Fire Station #4	295 N. Kyrene Rd.	.5
5.	Fire Station #5	1775 N. Queen Creek	1.0
6.	Fire Station #6	911 N. Jackson St.	20,000 sq. ft.
7.	Fire Station #7	6200 S. Gilbert Rd.	20,000 sq. ft.
8.	Fire Station #8	711 W. Frye Rd.	28,000 sq. ft.
9.	Fire Station #9	211 N. Desert Breeze Blvd.	1.5
10.	Fire Station #10	5211 S McQueen Rd.	2.1
11.	Fire Training Facility	3550 S. Dobson Rd.	4.0
12.	Fire Support Building Plus 20,000 sq. ft. of granite around water tank (Keep free of weeds and trash. No plant material present in this additional area)	163 S. Price Rd.	.25

1. **SPECIALIZED HORTICULTURAL MAINTENANCE SCHEDULING AND NOTIFICATION.** CONTRACTOR shall notify the Contract Administrator/designee, in writing, at least two (2) weeks prior to the date of all Specialized Horticultural Maintenance operations including the following. Failure to notify the Contract Administrator/designee in writing of Specialized Horticultural Maintenance Schedules shall be considered breach of Agreement in accordance with this document.

a. Chemical Pest Control
b. Other items as determined by the Contract Administrator/designee

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

2.1 **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 Agreement. (CONTRACTOR shall *not* be responsible for damage to or destruction of plant material that is the result of vandalism or due to damage caused by others).

CONTRACTOR shall replace, at his 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 plant material damaged or destroyed as a result of vandalism or other causes beyond the control of the CONTRACTOR and will be reimbursed for labor at the "Rate per Hour", as stated in the Price Schedule (Exhibit C).

The 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 upon discovery. The CITY 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 in writing prior to replacement. Cost liability for replacement will be determined at that time. The CITY will be sole judge as to whether treatment or removal and replacement are required.

All tree removals shall be approved by the Contract Administrator/designee in writing prior to CONTRACTOR commencing any work. CONTRACTOR shall submit a report to Contract Administrator/designee on all areas where trees have been removed. The log shall include, but not be limited to:

(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 in writing 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 remove all frost-killed wood in the spring after new growth begins.

CONTRACTOR shall keep all trees that are staked at the beginning of the Agreement and any trees replaced during the Agreement period, staked according to CITY specifications: Two (2) 8-foot 2" x 2" lodge poles 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. As trees mature, CONTRACTOR shall remove stakes for the health of the tree.

Immediately after wind storms, CONTRACTOR shall check all areas in Agreement for trees needing re-staking and rewiring and begin work to keep trees out of street right-of-way and sidewalks.

CONTRACTOR shall prune all trees 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. Trimming height will not be limited to this specified height. The CITY has the right to request trimming of all trees per CITY tree and shrub pruning for parks and right of ways.

2.2 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 (see attached detail 39). Shrubs in R.O.W. or basins within 10 feet of a wall shall be kept at the height not to exceed the wall. Pruning shall also include the removal of dead, dying, diseased and broken portions of each plant. If replacement is necessary, except when due to negligence of CONTRACTOR, the CITY will supply plant materials. Pruning shall be performed in such a way that plant material does not create a visibility obstruction to vehicular traffic. The Contract Administrator/designee 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. The CITY will determine height of trimming. See City of Chandler Tree & Shrub pruning specifications for parks and right of ways.

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 shall 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 shall have them sterilized periodically. If disease/infection is suspected or known within a certain plant(s), CONTRACTOR shall sterilize all 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 workday.

CONTRACTOR shall prune all trees at least once a year, but trees may require touch up trimming and pruning throughout the year on an as needed basis, per City Tree & Shrub pruning specifications for parks and right of ways.

Palm trees regardless of height shall have frond stubs and seed pods removed in July, but do not require skinning. More than one trimming of palms may be required. This shall be on an as-needed basis at no additional cost.

Pruning standards shall follow the AZ Landscape Contractor Association Standards for Landscape Care for correct pruning.

CONTRACTOR shall have an ISA Certified Arborist or Certified Tree Worker available to train, oversee, and supervise all pruning of trees.

3. **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 to the Contract Administrator/designee for approval prior to using any such chemicals. Any deviation from the approved list without prior written approval may be grounds for termination.

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. CONTRACTOR shall make all repairs or replacements, due to the application of chemicals, at his own expense.

CONTRACTOR shall control gophers and other pests, which burrow, crawl, fly, nest or otherwise reside on the work site. It shall be the CONTRACTOR's responsibility to determine the method of control and to execute action as determined, however, prior written approval from Contract Administrator/designee must be obtained.

CONTRACTOR shall furnish all chemicals, rodenticides, insecticides, and equipment and labor necessary to provide pest control at various CITY locations listed. Service shall include cleanout and control of all pests and insects.

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 the premises of CITY buildings or grounds.

CONTRACTOR shall maintained a listing of all products used for quick reference, to include product names, formulas and antidotes covering chemicals and pesticides to be used under this contract. MSDS shall be with CONTRACTOR's personnel at all times. CONTRACTOR shall maintain a chemical spray log shall be kept indicating all spraying done during the term of this Agreement.

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 the Agreement.

CONTRACTOR's staff performing the required pest, insect and disease control services shall be licensed by the State of Arizona to perform the required services as approved by the State of Arizona Structural Pest Control Board. All herbicide and pesticide applicators must be certified by the Structural Pest Control Board.

The CITY expressly reserves the right to require additional service at no added cost should pest infestation or problems be experienced during the interim between the treatments. CONTRACTOR shall complete any such additional service within four (4) working days after notification by Contract Administrator/designee.

4. **WEED CONTROL.** All areas consisting of river rock, pea gravel, decomposed granite and bare earth in planting areas shall be kept free of grass and weeds at all times. It shall be CONTRACTOR's responsibility to insure this is accomplished.

If weeding is not performed as required in this contract, the City will consider the affected areas unsatisfactory and appropriate action will be taken.

4.1 Pre-Emergent Herbicide Application

Apply Gallery herbicide to all non-turf and open areas per label instruction: one Summer application (July 15 – August 15) and one Winter application (January 15 - February 15). Before application, areas must be free from weeds. Schedule of Gallery herbicide applications must be submitted to the Parks Maintenance representative at least five (5) working days prior to application. Failure to submit schedule as prescribed may be grounds for termination of contract.

4.2. Post-Emergent Weed Control - Non-Turf Areas

All weeds are to be controlled by chemical means before reaching three (3) inches high. Weeds are not to be controlled by mechanical means (hoeing).

Summer - Weeds to be controlled by the use of Monsanto brand "Roundup" herbicide per label instructions.

Winter - Weeds to be controlled by Roundup Quick Pro in the granite areas.

Post-Emergent Weed Control - Turf Areas - Winter annual broadleaf weeds to be controlled by the use of 2, 4, D Amine herbicide, or approved equal, per label instructions.

Cutting of the grass is not considered a weed control measure.

No soil sterilants of any type shall be used.

5. CLEANING. Cleaning shall include, but is not limited to removal of trash such as paper, cans, cigarette butts, dog waste, glass, dried or dead plants or parts of plants (leaves, fronds, small branches (8-10'), etc.) accumulated in contracted areas as a result of littering, wind or rain storms. The 30-gallon trash drums (in the parks) shall be emptied on the scheduled day the parks are scheduled for cleaning. The holders that contain the 30-gallon drums must be cleaned according to the cleaning schedule of the park site. Plastic liners will be replaced with new liners after each removal of trash. Cleaning includes removal of debris and raking of playground area surfacing. The parks must be completely cleaned by 10:00 A.M. All materials collected shall be disposed of by CONTRACTOR in accordance with all City, County, State and Federal laws and regulations.

CONTRACTOR shall not dispose of debris in on-site dumpsters. Debris shall to be removed from the site and CONTRACTOR shall be solely responsible for any disposal fees (dumping charges).

Parks and sites requiring cleaning service every seven (7) days:

- All Area 1 & 2 Sites (except Desert Oasis Aquatic Center)

Parks and sites requiring cleaning service every fourteen (14) days – Alternate area:

Parks and sites requiring cleaning services three (3) days per week (Mondays, Wednesdays, Fridays - Desert Oasis Aquatic Center park site

Sidewalks: All sidewalks within landscape areas to be cleaned by mechanically blowing off debris according to the following schedule:

Area 1 & 2:	Every seven (7) days
Alternate area:	Every seven (14) days

Raking: Shall include the raking of debris and trash from all granite areas. Debris includes: trash, dead

plant material, dog waste, etc. to be performed at each location at each visit.

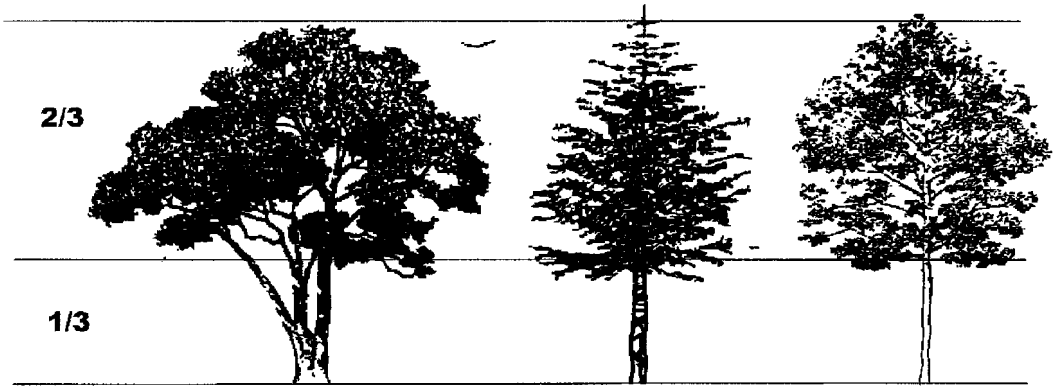
LANDSCAPE CONTRACT FREQUENCY SCHEDULE

Service	Time	Frequencies Per Year		
		Area 1	Area 2	Area 3
Cleaning/Litter	Every 7 days – Area 1 & 2; 14 days – Alternate area (Refer to spec's)	26	52	52
Raking	every month	12	12	12
Weed Control	Two (2) times per year with	2	2	2
Pre-emergent herbicide. Post-emergent herbicide as required at CONTRACTOR's cost to meet standards.				
Pest Control	As required	1	1	1
Pruning (trees)	Per pruning specifications varies	varies	varies	
Trimming	As required for trees and shrubs to be maintained in a pleasing and safe appearance at all times. (per specs)	varies	varies	
Palm Pruning	Pruning of all palms in June (once), and as needed to maintain appearance.	1	1	n/a

PARKS MAINTENANCE DIVISION

Tree and shrub pruning Specifications for General Parks and Right of Ways

Trees within the Park Maintenance System should follow the general pruning guide where 2/3 of a Pruned Tree is canopy and the lower 1/3 of the tree is open trunk. To promote health and non-suckering of the trees pruned we also never remove more than 25 % of the tree foliage at any one pruning. List below, CONTRACTOR will find some crude examples of what these trees may look like. This guide is not an all-inclusive guide that deals with all plant material found in the Parks system, but is provided to help establish how plant material should be pruned in a professional and timely manner.



Trees

Young (less than 20 feet,) Desert trees, and Eucalyptus tree's all will need to be pruned to the guidelines in the months as follows. **1st time** Mid May through April, **2nd time** in July, **& 3rd time** in October.

Young (Less than 20 feet), Pine trees, Oak tree's and deciduous tree's shall be pruned only 1 time each year in January, unless it is planted adjacent to a walkway or roadway and will be pruned as needed to keep walks and drives open.

Mature, (over 20 feet tall) Desert Tree's and Dalbergia Sissoo trees will be pruned in April to May the **1st time**, and October the **2nd time**.

Palms shall be pruned in July, with all fronts removed below the 10 and 2 o'clock positions as if looking at a wall clock. Note: do not over prune palms.

Shrubs and Ground Cover:

Ground covers: shall be pruned as needed to keep walkways clear, and pruned back in March as needed to remove die back and frost damage. *Note: Lantana shall be pruned completely to the ground each year in March.

Shrubs shall be pruned as follows:

- Mexican Birds of Paradise shall be pruned December through January to not more than 18" above the ground.
- Texas Sage's shall be pruned after blooms drop, starting in mid-November through January. Shall be pruned to 18" to 24" above ground.
- Cassias will be pruned before seed drop to 18" to 24" above ground, from mid-March through April.
- Oleanders shall be pruned 18" to 24" above ground from mid-March to through April.
- Bougainvilleas shall be pruned 18" to 24" above ground from mid-March through April.
- Ruellias shall be pruned to only 24" to 30" above ground from mid-March through April.
- Natal Plums shall be pruned 18" to 24" above ground from mid-March through April
- Brittle Bush shall be pruned 18" to 24" above ground in November.
- Sugar Bush shall be pruned hard as needed in November.
- Hesperalo requires little to no pruning; the flower stalks shall all be removed in November.

Desert Shrub as follows:

- Brittle Bush, Mallows, Mexican Primrose, Eremophilas, shall all be pruned to 12" or less in May.

Ornamental Grasses:

- All grasses shall be flat cut to ¾" above ground in April. Balling of ornamental grasses will not be acceptable.

PARKS & FACILITIES AREA

Trees and shrubs within these areas are needed to be more formal in nature.

Young and older trees should follow the general guidelines set forth in the regular guideline already discussed above. The only difference is that once the Trees are pruned to their individual specification they will be kept there by additional pruning throughout the growing season by additional pruning as needed and certainly within every 60 day of the growing cycle.

Shrub and ground cover should also follow the previous guidelines already discussed earlier. Pruning shall be maintained a minimum of every 60 days or as needed to keep the shrubs and groundcover acceptable and pleasant to look at throughout the year.

LANDSCAPE MAINTENANCE AREAS
TURF, NON-TURF, AND RETENTION ACREAGE

ASHLEY PARK
Greenbelt NE of Pima Park (starting at Superstition Blvd. extends to Cooper Road)

Total Acres	2.6
Turf Acres	0
Non-Turf Acres	2.6

SNEDIGAR SPORTSPLEX R.O.W. (Right-of-Way)
Between Ocotillo Rd & Basha Rd along Alma School and Basha Rd from Alma School North to soccer fields along Alma School (outside of ball field fences)

Total Acres	3.5
Turf Acres	0
Non-Turf Acres	3.5

SUMMERSET R.O.W.
Galveston Street & RR tracks

Total Acres	3.2
Turf Acres	0
Non-Turf Acres	3.2

TRADITIONS R.O.W.
North side of Thatcher Blvd between Tower Ave. & Superstition Blvd out to Cooper Rd

Total Acres	2.0
Turf Acres	0.5
Non-Turf Acres	1.5

FIRE STATION 1
911 S. Hamilton Street

Total Acres	1.5
Turf Acres	0
Non-Turf Acres	1.5

FIRE STATION 2
1911 N. Alma School Road

Total Acres	0.25
Turf Acres	0
Non-Turf Acres	0.25

FIRE STATION 3
275 E. Ellis Street

Total Acres	1.5
Turf Acres	0
Non-Turf Acres	1.5

FIRE STATION 4
295 N. Kyrene Road

Total Acres	0.5
Turf Acres	0
Non-Turf Acres	0.5

FIRE STATION 5
1775 W. Queen Creek Rd.

Total Acres	1.0
Turf Acres	0.85
Non-Turf Acres	0.15

FIRE STATION 6
911 N. Jackson

Total Acres	20,000 sq. ft.
Turf Acres	2500 sq. ft.
Non-Turf Acres	17,500 sq. ft.

FIRE STATION 7
6200 S. Gilbert Rd.

Total Acres	20,000 sq. ft.
Turf Acres	9,500 sq. ft.
Non-Turf Acres	10,500 sq. ft.

FIRE STATION 8
711 W. Frye Rd.

Total Acres	28,000 sq. ft.

FIRE STATION 9
211 N. Desert Breeze Blvd.

Total Acres	1.5
Turf Acres	.5
Non-Turf Acres	1.0.

FIRE STATION 10
5211 S. McQueen Rd

Total Area	2.1
Turf Acres	0
Non-Turf Acres	2.1

FIRE TRAINING FACILITY
3550 S. Dobson Road

Total Acres	4.0
Turf Acres	0
Non-Turf Acres	4.0

FIRE SUPPORT FACILITY
163 S. Price Road

Total Acres	0.25
Turf Acres	0
Non-Turf Acres	0.25

DESERT OASIS AQUATIC CENTER
1400 W. Summit Place

Total Acres	1.0
Turf Acres	0.65
Non-Turf Acres	0.35

CANYON OAKS (PASEO)
Greenbelt south of Pecos Rd. and east of the Consolidated Canal running south approx. ½ mile

Total Acres	9.8
Turf Acres	0
Non-Turf Acres	9.8

ROCKWOOD ESTATES (PASEO)
Greenbelt south of Chandler Heights and east of the Consolidated Canal running south approx. ½ mile.

Total Acres	5.5
Turf Acres	1.1
Non-Turf Acres	4.4

PASEO CROSSING (PASEO)
Greenbelt north of Riggs Rd. and east of the Consolidated Canal running north approx. ½ mile

Total Acres	2.84
Turf Acres	0
Non-Turf Acres	2.84

HAMILTON AQUATIC CENTER
3838 S Arizona Ave

Total Acres	21,000 sq. ft.
Turf Acres	5,000 sq. ft.
Non-Turf Acres	16,000 sq. ft.

MAMMOTH PARK (PASEO TRAIL)
East of Cooper, North of Chandler Blvd. along canal on the east side.

Total Acres	1.8 acres
Turf Acres	20,000 sq. ft.

WEST CHANDLER AQUATIC CENTER
250 S. Kyrene Rd

Total Acres	1.5
Turf Acres	.2
Non-Turf Acres	1.3

DESERT BREEZE POLICE SUBSTATION
251 N. Desert Breeze Blvd.

Total Acres	2.0
Turf Acres	.5
Non-Turf Acres	1.3

PASEO VISTA – R.O.W.
3850 S McQueen

Total Acres	10.5
Turf Acres	0
Non-Turf Acres	10.5

PRICE HOUSE
330 S. Chandler Village Drive

Total Acres	1.2
Total Turf Aces	9800 sq. ft.
Total low water use landscaping.	1

DESERT BREEZE R.O.W.
McClintock & Desert Breeze Blvd

Total Acres	3.2
Total Turf Acres	0
Non-Turf Acres	3.2

CHANDLER PARK-N-RIDE
2100 S Hamilton St

Total Acres	2.5
Total Turf Acres	0
Non-Turf Acres	2.5

BOYS & GIRLS CLUB
300 E Chandler Blvd.

Total Acres	5.2
Non-Turf Acres	1.2

Plant Name	Jan	Feb.	March	April	May	June	July	August	Sept.	Oct.	Nov.	Dec.
Young Desert Trees			xx	xxxxxxx	xxxxxx		xxxxxxxx			xxxxxxxx		
Eucalyptus			xx	xxxxxxxxxxxxx		x	xxxxxxx			xxxxxxxx		
Pines, Oaks, Deciduous	xxxxxxxx											
Mature Desert Trees			x	xxxxxxxxx	xxxxxxxx				x	xxxxxxx		
Delbergia Sisso				xxxxxxxxx	xxxxxxx					xxxxxxx		
Palm Tree's						x	xxxxxxxx					
Ground cover/Lantana		x	xxxxxxxxx									
Mexican Birds of Paradise	xxxxxxxx											xxxxxxxxx
Texas Sage	xxxxxxx										xxxxxxxxxxxxxxx	
All Cassias			xxxxxxxxxxxxxxx									
Oleanders			xxxxxxxxxxxxxxx									
Bougainvillea's			xxxxxxxxxxxxxxx									
Ruellia			xxxxxxxxxxxxxxxx									
Natural Plum			xxxxxxxxxxxxxxx									
Sugar Bush										xx	xxxxxxxx	
Hesperalo											xxxxxxxx	
Desert Shrubs/Brittle bush, Mexican Primrose, Eremofhilas					xxxxxxxxxx							
Ornamental Grasses				xxxxxxxx								

SECTION III – MUNICIPAL UTILITIES

It should be noted that some Municipal Utilities locations are located within City Parks.

1. **AERATION.** Aeration of all turf areas will be accomplished in April of each year and will be accomplished using standard aeration equipment supplied by the CONTRACTOR. Equipment used must be approved by the Contract Administrator/designee prior to use.

2. **MOWING.** Bermuda grass shall be mowed weekly during active growing season and as required during the winter months. The Contract Administrator/designee will regulate the frequency of the mowing. Turf shall be mowed and edged to not less than 1" in height and no more than 3" in height, starting short in the spring and progressively mowing higher during the summer to the fall. The height of cutting to be maintained consistently to insure against mower burns or gouging. Grass clippings will be dispersed evenly over the turf or removed if large piles remain. Turf will be edged and trimmed as necessary to maintain a neat appearance. Note: Winter months will be considered from November 1 to April 1.

3. **PEST CONTROL.** Spraying or dusting shall only be required when necessary to prevent a plant or tree from being damaged by an organism that can normally be controlled only by spraying or dusting. When spraying or dusting is required, special care shall be exercised to prevent unnecessary discomfort to the people in the area. The Contract Administrator/designee shall be notified.

   CONTRACTOR shall establish a continuing program to control ants and rodents and submit this program to the Contract Administrator/designee for approval. Request for approval must include the following information: the pest to be controlled, method of control, and product labels. CONTRACTOR shall complete a Pesticide Spray Log for any pesticides used and submit with monthly payment invoices. When spraying or dusting, the instructions on the label shall be followed and special care shall be exercised in application.

4. **REPLANTING.** Whenever a plant, shrub or tree dies as a result of vandalism, storm damage, age, or uncontrollable pest or disease, the replacement item and required labor shall be provided by CONTRACTOR at the CITY's expense. CONTRACTOR shall remove and replace the plant, shrub or tree at the hourly rate for special work listed on Exhibit C. The CITY reserves the right to furnish the replacement or to direct that a different tree variety be planted.

   If the plant, shrub or tree dies as a direct result of neglect, inadequate care or maintenance, the replacement item and required labor shall be provided by CONTRACTOR at no additional cost to the CITY. Replacement tree, plant or shrub shall be the same size and type as the tree, plant or shrub that was damaged or died.

5. **IRRIGATION MAINTENANCE.** CONTRACTOR shall be responsible to see that all plant materials planted within agreement boundaries or under CONTRACTOR's care at other locations owned by CITY receive the proper amount of water to maintain health and vigor. If special watering is needed for any area, it is 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 when under CONTRACTOR's control shall be replaced or returned to health at the CONTRACTOR's expense. Within four (4) weeks from beginning of contract, CONTRACTOR shall submit to the Contract Administrator/designee the following information for plant replacement and recovery, and an inventory of all irrigation systems to ensure they are working properly.

   When watering, CONTRACTOR shall not water to a point of runoff. 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 the CONTRACTOR can justify deviation from the guidelines to the Contract Administrator/designee's satisfaction:

1. Adjustment must be made to maintain growth at the desired rate.
2. Sprinkling between 9:00 p.m. and 6:00 a.m. is preferred.
3. Other hours must be approved by the Contract Administrator/designee.

All sprinkler systems shall be operated at an appropriate seasonal frequency using the least amount of water necessary to maintain the growth, health and vigor of all plant materials.

When sprinkler systems are out of service, CONTRACTOR shall be required to water by hand or by other means in accordance with plant needs and it shall be considered routine work.

CITY will assume the cost for hand watering done in accordance with the special watering provisions stated below upon written notification from CONTRACTOR of system failure involving electric supply and/or water supply from CITY's main lines.

CONTRACTOR shall maintain a log of current sprinkler timing at every site and a copy shall be given to the Contract Administrator/designee. A copy of the log shall be maintained at each site, properly protected from the elements. The log shall include, but not be limited to, the following items: (a) days of week system is on; (b) start times; (c) station timing; (d) station description information.

All sprinkler systems in the turf areas shall be turned off by CONTRACTOR's personnel when rain occurs or is forecast with some certainty, for more than a one-day period.

When requested by CITY, special watering will be paid for at the rate agreed upon by Contingency work authorization. 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 CITY.

Some manual systems will be watered by CONTRACTOR based on the required rate and frequency necessary for the season and to maintain healthy plant material.

6. **SPRINKLER MAINTENANCE.** CONTRACTOR shall maintain sprinkler systems so that all component features are operating as designed. Pumps, backflow prevention units, chemical injectors, controllers, valves, pressure regulators, filters, water lines, sprinklers, bubblers, and trickle emitters shall be checked on a bi-weekly basis and serviced as required. Repairs shall be made within two (2) days unless a written authorization for delay is issued by the CITY.

CONTRACTOR shall be required to employ at least one qualified Sprinkler Technician repair person and/or more as required to maintain and repair all irrigation systems within the boundaries described herein. The Sprinkler Technician and the Lead Maintenance person will not be the same person. The CITY will certify the skill level of all Sprinkler Technicians that will work on the C's sprinkler maintenance agreement. This certification will be accomplished by a "hands-on" situational exercise conducted by the CITY. CONTRACTOR may certify as many individuals as desired to successfully perform the requirements described herein. Failure to successfully certify Sprinkler Technicians shall be grounds for termination of this agreement in its entirety.

The situational exercises will consist of nine tasks related to establishing and maintaining a properly functioning sprinkler system. The nine tasks consist of:

1) Repairing a malfunctioning valve
2) Repairing a broken wire with a pin-tite connector
3) Adjusting the flow on a control valve

4) Check the Ohm reading on a solenoid valve for proper operation
5) Diagnosing a controller with no display
6) Programming an Irritrol MC plus controller
7) Check station voltage on the controller
8) Adjust radius and arcs on sprinkler heads
9) Install a new nozzle to an existing sprinkler head

Each task will be rated "pass/Not pass" by an authorized CITY employee. To achieve certification the applicant must receive a passing rating on **ALL** tasks.

6.1 **Time Frame for Sprinkler Technicians qualifications - Beginning of Agreement**. Testing to qualify Sprinkler Technicians from CONTRACTOR will be completed prior to City Council approval. If any applicant fails the test, they will be retested in five (5) days. Should CONTRACTOR fail to qualify a Sprinkler Technician, the agreement will be subject to termination and may be awarded to the next responsive CONTRACTOR.

6.2 **Mid-term**. Should CONTRACTOR lose their qualified Sprinkler Technician during the course of the agreement, they will be retested in five (5) working days. If the applicant fails the test a second time, they will not be retested. If the CONTRACTOR has failed to qualify a Sprinkler Technician in a thirty (30) day time period, the agreement is subject to termination for cause.

The City will pay for or provide the following parts for repair of the sprinkler systems: Controllers, electric valves, vacuum breakers, turf spray heads. All other parts shall be supplied by CONTRACTOR. All of the broken or defective parts being replaced by CITY must be returned to Contract Administrator/designee.

If sprinkler equipment presently in service malfunctions but is repairable, it shall be CONTRACTOR's responsibility to supply the labor to repair all such equipment at no additional cost to CITY. If timer malfunctions and cannot be repaired in the field CONTRACTOR shall notify Contract Administrator/designee to determine the best course of action.

All new equipment installed shall have prior written approval from Contract Administrator/designee. Equipment removed shall be marked for identification and returned to the City along with all excess parts. Installation or replacement equipment, whether new or rebuilt, shall be considered routine work.

Payment for sprinkler maintenance shall be part of the monthly cost for each area as stated herein. Special repairs or watering shall be paid for at the price agreed upon by Contingency work authorization.

7. **FERTILIZING.** TURF AREAS - February 14 to February 28 - apply fertilizer 16-20-0 at the rate of 4.5 pounds per 1,000 square feet to assure 1 1/2 pounds of nitrogen per 1,000 square feet. June 1 to July 1 - apply ammonium phosphate 16-20-0 at the rate of 4.5 pounds per 1,000 square feet. Water fertilizer into the soil immediately after application. CONTRACTOR shall notify Contract Administrator/designee of date of each application and location treated.

8. **GRANITE.** CONTRACTOR shall fertilize all other plant material on an annual basis during the month of March. All plants shall be observed for signs of nutrient deficiencies and treated to correct deficiencies throughout the year. The Contract Administrator/designee shall be notified in writing whenever granite is to be added to an area.

9. **TRIMMING.** CONTRACTOR shall trim all shrubs and hedges in such a manner that they present a pleasing appearance – year round. This may require more than 1 trimming.

10. **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 Attachment 2 – City Standard Site Distance, Detail #39). Shrubs in R.O.W. or basins within 10 feet of a wall shall be kept at the height not to exceed the wall. 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. 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 plant materials will be supplied by the City except when due to negligence of CONTRACTOR.

Pruning shall be performed in such a way that plant material does not create a visibility obstruction to vehicular traffic. The 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 City.

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 this agreement. Pruning shall be performed following accepted practices, not stubs.

CONTRACTOR shall have good quality, appropriate hand tools available at all times. CONTRACTOR shall keep his 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 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.

All trees shall be pruned annually but may require touch up trimming and pruning throughout the year on an as needed basis. Pruning standards shall follow the ISA Western Chapter Pruning Standards for correct pruning. Pruning over 25' in height will be pruned as requested. City will contract this pruning separately or ask CONTRACTOR to submit a separate quote for this work. An ISA Certified Arborist or Certified Tree Worker must be available to train, oversee, and supervise all pruning of trees.

Palm Trees, **regardless of height**, shall have frond stubs and seed pods removed no later than in July, but do not require skinning. More than one trimming of palms may be required. This will be on an as needed basis at no additional cost to CITY.

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

Immediately after wind storms, CONTRACTOR shall prune, re-stake or remove trees (less than 25' in height), and remove all debris as required at no additional charge to the City. Trees in excess of 25' in height will be dealt with on an individual basis.

11. **DISCING.** Un-landscaped basins will be disked two (2) times during the agreement - in November and May. Disc depth is not to exceed 3" deep. Mowing will be required for any un-landscaped basin having sides too steep for disking.

12. **BRUSH MOWING.** Mowing of un-landscaped area outside block fence will occur four (4) times per

year (every 3 months) in Jan, Apr, July, and October. Minimum height of cutting is 2". Dust shall be kept to a minimum. Canal area outside fence shall be sprayed with Reward for top kill of weeds during the months of March, July, and November.

WATER TREATMENT PLANT (WTP),
VARIOUS WELL SITES, AND OTHER LANDSCAPED SITES
CONTRACT FREQUENCY SCHEDULE
Areas of Maintenance & Maintenance Types

Refer to enclosed maps for areas identified:

AREA NAME	DESCRIPTION OF AREA	MAINTENANCE TYPE/FREQUENCY
A*	Along Pecos Road to the roadway & entry road to gate entrance. Areas landscaped with irrigation system and DG.	Cleaning – every week Weed – 12 times/year & as needed Pest – as required Fertilizing – once per year Pruning – once per year & as needed Trimming – as needed
B*	Outside of wall along Pecos Road, DG area behind berm, also overflow ditch.	Brush Mowing – 4 times/year Weeds in ditch – 4 times/year
C*	Three berms outside of wall on west side, Along the south fence line outside of fence. Along the canal outside of fence/wall. Area is landscaped with irrigation & DG.	Cleaning – every 2 weeks Fertilizing – once per year Trimming – as needed Pest – as required Weed – 12 times/year & as needed Pruning – once per year & as needed
D*	DG area along east property line from Pecos Road to end of Rancho De Chandler subdivision.	Cleaning – monthly Weed – 12 times/year & as needed Trimming – as needed Pest – as required Pruning – once per year & as needed
E*	All the DG areas inside the CWTP which do not have vegetation or irrigation. Areas do have decomposed granite.	Cleaning – once per month Weed – 12 times/year & as needed
F*	All the areas inside the wall that do not have irrigation, decomposed granite or planted vegetation.	Cleaning – once per month Weed – 12 times/year & as needed
G*	Inside wall area. Complete landscape area with irrigation system & vegetation planted.	Cleaning – every 2 weeks Weed – 12 times/year & as needed Fertilizing – once per year Pruning – once per year & as needed Trimming – as needed Pest – as required

* Refer to additional maintenance types that apply to all sites except un-landscaped wells & facilities listed.

WATER TREATMENT PLANT (WTP),
VARIOUS WELL SITES, AND OTHER LANDSCAPED SITES
CONTRACT FREQUENCY SCHEDULE
Areas of Maintenance & Maintenance Types

AREA NAME	DESCRIPTION OF AREA	MAINTENANCE TYPE/FREQUENCY
H*	Inside wall, large water storage basin SE corner. Outside wall on East side small triangular basin. Outside wall along Willis Rd. large basin. All 3 basins Un-landscaped.	Disking – 2 times/year Mowing of areas too steep to disc – 4 times per year & as needed
SP*	Special areas include planter in the court yard by the administration building	Cleaning – every two weeks Weed – by hand – as needed Pruning – once per year & as needed Trimming – as needed
UN-LANDSCAPED WELLS & FACILITIES		
	Various locations	Cleaning – weekly, Weed control – weekly basis
	LONE BUTTE WWTP	Cleaning as required Weed control as required
LANDSCAPED WELLS & FACILITIES*		
	Various locations	Cleaning – weekly Weed control – weekly Mowing – weekly basis as needed (approx. 34 times) Fertilizing – once/year, turf 3 times/year Aeration – once/year in April Pruning – once per year & as needed Trimming – as needed Pest – as required
RIVER ROCK		
	Various locations	Cleaning – weekly, Weed control – weekly basis
ALL SITES EXCEPT UN-LANDSCAPED WELLS & FACILITIES		
	Various locations	Sprinkler Maintenance – bi-weekly check of all systems – 26 times/year. Repairs made as required. Palm Tree trimming – July & as needed Palm Treatment – treat all palms with copper fungicide in November (once) and as needed to prevent disease.

EXHIBIT C - PRICING

SECTION 2 – MUNICIPAL UTILITIES

Item	Location	Total Monthly Unit Price		Frequency
	Municipal Utilities Admin 975 E Armstrong Way Bldg K and frontage road	$195.62	x	12 months

AREA 1 - WATER TREATMENT PLANT
1475 E. PECOS RD
35 Total Acres (See Maps for Locations)

Item	Location	Total Monthly Unit Price		Frequency
1.	A	$644.80	x	12 months
2.	B	$136.01	x	12 months
3.	C	$153.06	x	12 months
4.	D	$635.50	x	12 months
5.	E	$127.48	x	12 months
6.	F	$143.38	x	12 months
7.	G	$657.20	x	12 months
8.	H	$163.52	x	12 months
9.	SP	$12.00	x	12 months
10.	Pre-emergent to all locations	$3,999.00	x	2 times per year

AREA 3 – ENVIRONMENTAL RESOURCES

Item	Location	Total Monthly Unit Price		Frequency
1.	XERISCAPE LANDSCAPED AREA (L) 410 N Arrowhead Dr. (0.5 acres)	$85.00	x	12 months
2.	Pre-emergent to all locations	$18.50	x	2 times per year

AREA 4 – WASTEWATER COLLECTIONS

Item	Location	Total Monthly Unit Price		Frequency
1.	DIVERSION GATE (U) East of Price, Between Frye & Pecos (0.25 acres)	$20.46	x	12 months
2.	GOLF COURSE LIFT STATION (U) 308 E. Riggs Rd. (0.25 acres)	$20.46	x	12 months
3.	AIRPORT LIFT STATION (U) 3324 S. McQueen Rd. (0.25 acres)	$20.46	x	12 months

4.	MANGANARO LIFT STATION (U) 2991 W. Ray Rd. (0.25 acres)	$20.46	x	12 months
5.	OLD PECOS LIFT STATION (U) 6700 W. Pecos Rd. (0.25 acres)	$20.46	x	12 months
6.	PECOS/McQUEEN LIFT STATION (L) 993 E. Pecos Rd. (0.25 acres)	$20.46	x	12 months
7.	PUMP BACK STATION (U) west of Price, South of Queen Creek (0.25 acres)	$20.46	x	12 months
8.	RIGGS LIFT STATION (U) 598 W. Riggs Rd. (0.25 acres)	$20.46	x	12 months
9.	SUNBIRD LIFT STATION (U) 1520 E. Hunt Highway (0.25 acres)	$20.46	x	12 months
10.	Pre-emergent to all locations	$295.00	x	2 times per year

AREA 5 – WASTEWATER FACILITIES

Item	Location	Total Monthly Unit Price		Frequency
1.	DIVERSION GATE (U) East of Price, Between Frye & Pecos (0.25 acres)	$1.00 (DUPLICATE ITEM)	x	12 months
2.	LONE BUTTE WWTP (U) Weed control only (55 acres)	$3,534.00	x	4 (quarterly)
3.	AIRPORT W/W FACILITY (L) 905 E. Queen Creek RD (30 acres includes new berm, and area inside and outside of southeast block wall, and along roads around emergency storage basins and reclaimed pump station)	$2,445.20	x	12 months
4.	OCOTILLO ASR WELL SITES (4) (L) 3707 S. Old Price Rd. (1 acre)	$81.84	x	12 months
5.	TUMBLEWEED PARK WELL SITE (U) 822 E. Ryan Rd. (5.5 acres)	$450.12	x	12 months
6.	Bear Creek Reclaimed Turnout_ (R) 375 E Chandler Heights Rd.	$20.46	x	12 months
7.	Lone Tree Reclaimed Turnout_ (R) 6065 S Four Peaks Place	$20.46	x	12 months
8.	Sun Groves Reclaimed Turnout_ (R) 4550 E Riggs Rd	$20.46	x	12 months
9.	Lagos Vistoso Reclaimed Turnout_ (R) 853 E Riggs Rd	$20.46	x	12 months
10.	Pine Lakes Reclaimed Turnout_ (R) 478 E San Carlos Way	$20.46	x	12 months
11.	Fulton Ranch Reclaimed Turnout_ (R) 4804 S Sunland Dr.	$20.46	x	12 months
12.	Valencia II Reclaimed Turnout_ (R) 3888 S Desert Jewel Blvd.	$20.46	x	12 months
13.	Layton Lakes Reclaimed Turnout (R) 7425 E Layton Lakes Blvd.	$20.46	x	12 months
14.	Old Stone Ranch Reclaimed Turnout_ (R) 4203 S Mingus	$20.46	x	12 months
15.	Pre-emergent to all locations	$3,478.20	x	2 times per year

Labor charge for Power Washing	$23.00/hour
Labor charge for Bobcat with Operator	$45.00/hour
Labor charge for weed control – non turf (per acre/including materials)	$235.00/hour

****NOTE – NO FUEL SUR-CHARGES WILL BE ACCEPTED.**

CONTINGENCY WORK RATES (with prior written authorization from CITY)

Hourly rate for Contingency work	$23.00/hour
Certified Arborist / Tree Worker	$65.00/hour
Fertilization	$29.00/hour
Skilled Labor	$22.00/hour
General Labor	$19.00/hour
Sprinkler Technician	$26.00/hour
Hand Mowing / Trimming	$22.00/hour
Riding Mower – Size: 72"	$45.00/hour
Pest Control (rodents and insects)	$49.00/hour
Landscape tractor with operator (blade/rake/gannon, etc.)	$65.00/hour
Bushhog mowing	$65.00/hour
Backhoe with operator	$75.00/hour

Price for Palm Tree Trimming with one (1) year growth

Mexican Fan Palm - $33.00 per tree
Date Palm - $34.00 Per tree
Queen Palm - $25.00 per tree

TOTAL AMOUNT OF THIS AGREEMENT SHALL NOT EXCEED $50,000.00

EXHIBIT D1
BID BOND

ARIZONA STATUTORY BID BOND PURSUANT TO
TITLES 28,34 AND 41.
OF THE ARIZONA REVISED STATUTES
(Penalty of this bond must not be less than 10% of the bid amount)

KNOW ALL MEN BY THESE PRESENTS: That, _____ _____, (hereinafter Principal), as Principal , and _____, (hereinafter "Surety"), a corporation organized and existing under the laws of the State of _____, with its principal offices in _____, holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, held and firmly bound unto _____, (hereinafter "Obligee"), as Obligee, in the amount of Ten Percent (10%) of the amount of the bid of Principal, submitted by Principal to the Obligee for the work described below, for the payment of which sum, the Principal and the Surety bind themselves, and their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal has submitted an offer for:

LANDSCAPE MAINTENANCE - CITYWIDE; AGREEMENT NO. CS1-988-2989

NOW, THEREFORE, if the Obligee accepts the proposal of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of the proposal and give the bonds and certificates of insurance as specified in the Standard Specifications with good and sufficient surety for the faithful performance of the contract and for the prompt payment of labor and materials furnished in the prosecution of the contract, or in the event of the failure of the Principal to enter into the contract and give the bonds and certificates of insurance, if the Principal pays to the Obligee the difference not to exceed the penalty of the bond between the amount specified in the proposal and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the proposal then this obligation is void. Otherwise to remain in full force and effect provided, however, that this bond is executed pursuant to the provisions of Section 34-201, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of that section to the extent as if it were copied at length herein.

Witness our hands this _____ day of _____, 2011.

_____	_____
Principal	SEAL SURETY
By: _____	By: _____
	Attorney-in-Fact SEAL
Its: _____	_____
	AGENCY OF RECORD
	_____
	AGENCY ADDRESS

Revised 8/2004

EXHIBIT D2
PERFORMANCE BOND

STATUTORY PERFORMANCE BOND PURSUANT TO
TITLE 34, CHAPTER 2, ARTICLE 2,
OF THE ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the Bond amount)

KNOW ALL MEN BY THESE PRESENTS: That, _____ (hereinafter called the Principal), as Principal, and _____ a corporation organized and existing under the law of the State of _____ with its principal office in the City of _____, (hereinafter called the Surety), as Surety, are held and firmly bound unto the City of Chandler, County of Maricopa, State of Arizona, in the amount of _____Dollars ($_____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severely, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the City of Chandler, Dated the _____ day of _____, 2011, for **Landscape Maintenance - Citywide, Agreement No. CS1-988-2989**, which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants terms, conditions, and agreements of said contract during the original term of said Contract and any extensions thereof, with or without notice to the Surety, and during the life of any warranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of conditions of said Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligations shall be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2 of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of said Title, Chapter and Article, to the extent as if it were copied at length herein.

The prevailing party in a suit on this bond shall be entitled to such reasonable attorney's fees as may be fixed by a judge of the Court.

Witness our hands this ____ day of _____, 2011.

_____
PRINCIPAL SEAL

_____
AGENT OF RECORD

BY _____

_____
SURETY SEAL

_____
AGENT ADDRESS

EXHIBIT D3
PAYMENT BOND

ARIZONA STATUTORY PAYMENT BOND
PURSUANT TO TITLES 28, 34, AND 41, OF THE ARIZONA REVISED STATUTES
(Penalty of this Bond must be 100% of the Contract amount)

KNOW ALL MEN BY THESE PRESENTS:

THAT: _____(hereinafter "Principal"), as Principal, and _____ _____ (hereinafter "Surety"), a corporation organized and existing under the laws of the State of _____ with its principal office in the City of _____, holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto the City of Chandler, (hereinafter "Obligee") County of Maricopa, State of Arizona, in the amount of _____ _____ Dollars ($_____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the City of Chandler, dated the _____ day of _____, 2011, for **LANDSCAPING MAINTENANCE – CITYWIDE**; Agreement No. **CS1-988-2989**, which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLICATION IS SUCH, that if the Principal promptly pays all moneys due to all persons supplying labor or materials to the Principal or the Principal's subcontractors in the prosecution of the work provided for in said contract, this obligation is void. Otherwise it remains in full force and effect.

PROVIDED, HOWEVER that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2 Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the same extent as if it were copied at length in this agreement.

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this _____ day of _____, 2011.

_____
PRINCIPAL SEAL

_____
AGENT OF RECORD

BY_____

_____
SURETY SEAL

_____
AGENT ADDRESS

EXHIBIT e
Contractor's Equipment Listing (used for this Agreement only)
CS1-988-2989