**PURCHASING ITEM**
**FOR**
**COUNCIL AGENDA**

**Memo No. ST12-013**

**1. Agenda Item Number:** 17

**2. Council Meeting Date:** November 17, 2011

**TO:** **MAYOR & COUNCIL**
**THROUGH:** **CITY MANAGER**

**3. Date Prepared:** October 19, 2011

**4. Requesting Department:** Transportation & Development

**5. SUBJECT:** Agreement No. ST2-988-3050 for Landscape Maintenance Areas 1-2-3 with Somerset Landscape & Maintenance Inc. for one year with option to extend one additional one-year period in a total amount not to exceed $904,908.00.

**6. RECOMMENDATION:** Recommend approval of Agreement No. ST2-988-3050 for Landscape Maintenance Areas 1-2-3 with Somerset Landscape & Maintenance Inc. for one year with option to extend one additional one-year period in a total amount not to exceed $904,908.00.

**7. BACKGROUND/DISCUSSION:** The landscaped areas to be maintained under this Agreement are the arterial street rights-of-way, medians, and retention basins within the City of Chandler limits. This Agreement includes weekly trash pickup, weed control, irrigation repair, mowing and pruning/trimming as required. Three new locations have been added to this Agreement for the upcoming year - Tremaine Road, Airport Boulevard, and Nozomi Basin. This agreement breaks out lawn mowing so it is completed by a separate crew and also requires a certified spray technician for areas 1 & 3 and a certified spray technician for zones 2E & 2W.

**8. EVALUATION PROCESS:** On September 14, 2011 City staff issued a bid for Landscape Maintenance for Areas 1-2-3. Notification was sent to all registered vendors and seven (7) responses were received and are listed as follows:

| | |
|---|---|
| Somerset Landscape & Maintenance Inc. | - $ 904,908.00 |
| Artistic Land Management | - $ 977,777.79 |
| United Right of Way | - $1,004,544.00 |
| The Groundskeeper | - $1,030,816.50 |
| Mariposa Landscape Arizona | - $1,172,316.00 |
| Agave Environmental | - withdrawn |
| Premier Land Design | - non-responsive |

Staff is recommending award to Somerset Landscape & Maintenance Inc. as the lowest responsive, responsible vendor. The term of this agreement will be from December 1, 2011 through November 30, 2012 with option to renew for one (1) additional one-year period.

**9. FINANCIAL IMPLICATIONS:**

Cost: $904,908
Savings: N/A
Long Term Cost: N/A

| Acct. No | Fund: | Program Name: | CIP Fund: | Funds: |
|---|---|---|---|---|
| 101.3300.5219.0000 | General Fund | Other Professional/Contracts Svcs. | No | $904,908 |

*It is estimated that $527,863 will be expended in FY11/12 and the remainder, if necessary, in FY12/13.

**10. PROPOSED MOTION:** Move to approve Agreement No. ST2-988-3050 for Landscape Maintenance Areas 1-2-3 with Somerset Landscape & Maintenance Inc. for one year with option to extend one additional one-year period in a total amount not to exceed $904,908.00.

**ATTACHMENT: Agreement, Map**

**APPROVALS**

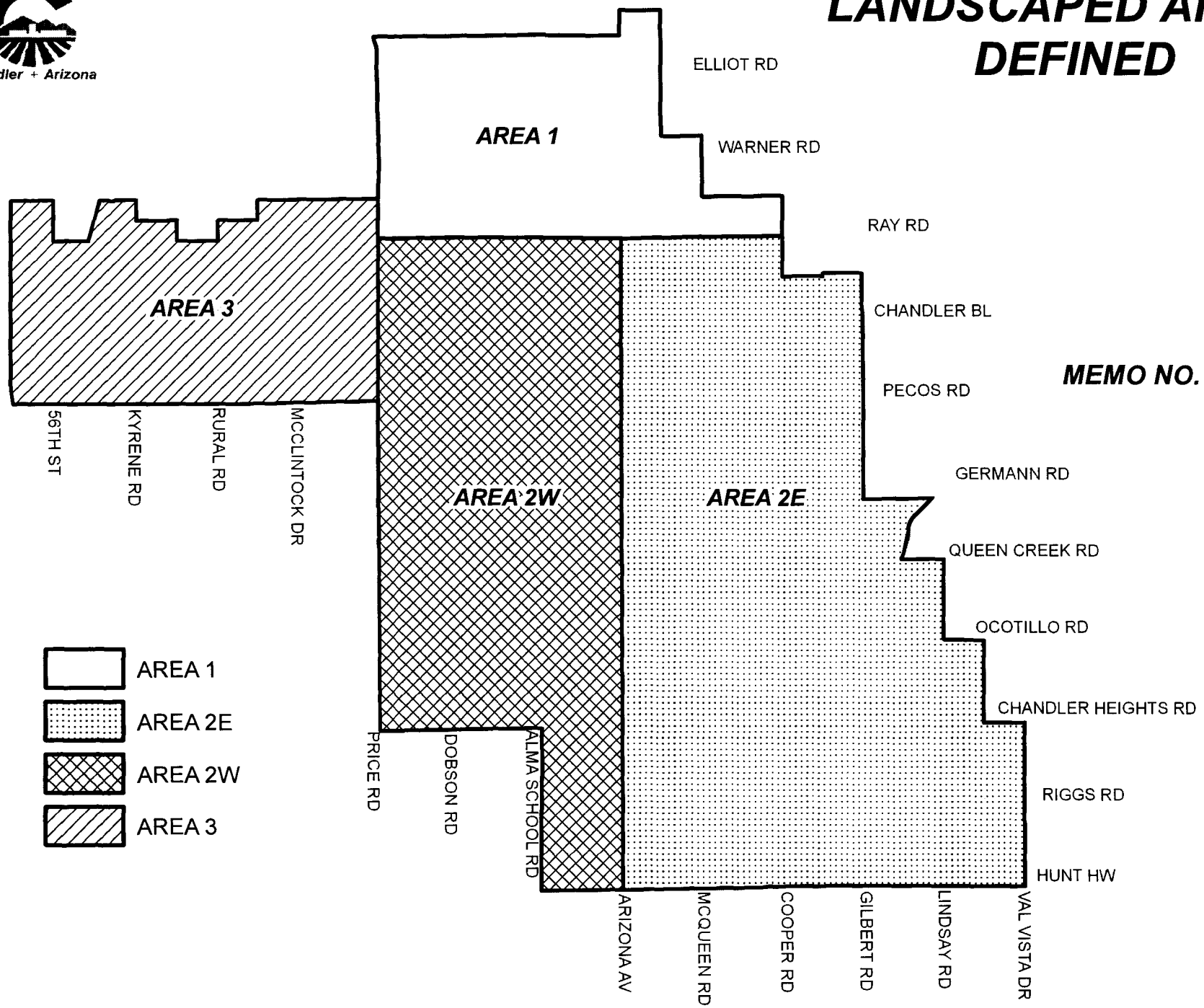
| | |
|---|---|
| **11. Requesting Department** | **12. Department Head** |
| Daniel W. Cook, Transportation Manager | R.J. Zeder, Transportation & Development Director |
| **13. Procurement Officer** | **14. City Manager** |
| Sharon Brause, CPPB, CPCP | Rich Dlugas |

CC Form 10 - 02/95

# LANDSCAPED AREAS DEFINED

Chandler + Arizona

**MEMO NO. ST12-013**

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**CITY OF CHANDLER SERVICES AGREEMENT**
**LANDSCAPE MAINTENANCE AREAS 1-2-3**
**AGREEMENT NO.: ST2-988-3050**

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 **SOMERSET LANDSCAPE & MAINTENANCE 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 Streets Superintendent/designee (Contract Administrator), to provide the services required by this Agreement.

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

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

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

**2. SCOPE OF WORK:** CONTRACTOR shall all as more specifically set forth in the Technical Specifications, 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, Performance Bond, and Payment Bond forms (Exhibits E1-E3), Equipment Listing (Exhibit F1) and Personnel Listing (Exhibit F2), 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 maintain in current status all Federal, State and local licenses and permits required for the operation of the business conducted by the CONTRACTOR as applicable to this contract.

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

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

**2.4.1** Pursuant to the provisions of A.R.S. § 41-4401, the Contractor hereby warrants to the City that the

Contractor and each of its subcontractors ("Subcontractors") will comply with all Federal Immigration laws and regulations that relate to the immigration status of their employees and the requirement to use E-Verify set forth in A.R.S. §23-214(A) (hereinafter "Contractor Immigration Warranty").

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

**2.4.3** The City retains the legal right to inspect the papers of any Contractor or Subcontractor employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. The Contractor agrees to assist the City in the conduct of any such inspections.

**2.4.4** The City may, at its sole discretion, conduct random verifications of the employment records of the Contractor and any Subcontractors to ensure compliance with Contractors Immigration Warranty. The Contractor agrees to assist the City in performing any such random verifications.

**2.4.5** The provisions of this Article must be included in any contract the Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

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

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

**2.5 Warranties.**

**2.6 One-Year Warranty.** CONTRACTOR must provide a one-year warranty on all work performed pursuant to this Contract.

**3. ACCEPTANCE AND DOCUMENTATION:** Each task shall be reviewed and approved by the Contract Administrator to determine acceptable completion.

**3.1 Records**. The CONTRACTOR shall retain and shall contractually require each SUBCONTRACTOR to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract.

**3.2 Audit.** At any time during the term of this Contract and five (5) years thereafter, the CONTRACTOR'S or any SUBCONTRACTOR'S books and records shall be subject to audit by the City to the extent that the books and records relate to the performance of the Contract or Subcontract. Upon request, the CONTRACTOR shall produce a legible copy of any or all such records.

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

**3.4 Property of CITY.** Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of CITY. CONTRACTOR is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. CONTRACTOR shall not use or release these materials without the prior written consent of CITY.

**4. PRICE.** CITY shall pay to CONTRACTOR an amount not to exceed **Nine Hundred Thirty Thousand**

**Dollars ($930,000)** for the completion of all the work and services described herein, which sum shall include all costs or expenses incurred by CONTRACTOR, payable as set forth in Exhibit C, attached hereto and made a part hereof by reference.

**4.1.** **Taxes.** CONTRACTOR shall be solely legally responsible for any and all tax obligations, which may result out of CONTRACTOR'S performance of this Contract. CITY shall have no legal obligation to pay any amounts for taxes, of any type, incurred by CONTRACTOR. City agrees that Contractor may bill the City for applicable privilege license taxes which are paid for by Contractor and that the City will reimburse Contractor for privilege license taxes actually paid by Contractor. If Contractor obtains any refund of privilege license taxes paid, City will be entitled to a refund of such amounts.

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

**4.3.** **Payment.** A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or completion of specified services and receipt of a correct invoice.

**4.4.** **Estimated Quantities.** The quantities shown on Exhibit C (the Price List) are estimates only, based upon available information. Payment shall be based on actual quantities and there is no guarantee that any certain quantity shall be required by CITY. City reserves the right to increase or decrease the quantities actually required.

**4.5.** **IRS W9 Form.** In order to receive payment CONTRACTOR shall have a current I.R.S. W9 Form on file with CITY, unless not required by law.

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

**4.7.** **Acceptance by City.** CITY reserves the right to accept or reject the request for a price increase. If CITY approves the price increase, the price shall remain firm for the renewal term for which it was requested. If a price increase is agreed upon a written Contract Amendment must be approved and executed by the Parties.

**4.8.** **Price Reduction.** CONTRACTOR shall offer CITY a price reduction for its services concurrent with a published price reduction made to other customers.

**5.** **TERM.** The term of the Contract is **one (1) year**, commencing on the **1st day of December, 2011** and terminating on **November 30, 2012** unless sooner terminated in accordance with the provisions herein. CITY reserves the right, at its sole discretion, to extend the Contract for up to **one (1) additional term of one year**. CITY reserves the right, at its sole discretion, to extend the Contract for up to **sixty (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.

**7.3** If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the CONTRACTOR shall resume work. The Contract Administrator shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

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

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

**7.6** **Right of Offset.** The City shall be entitled to offset against any sums due CONTRACTOR, any expenses or costs incurred by the City, or damages assessed by the City concerning the CONTRACTOR'S non-conforming performance or failure to perform the Contract, including expenses to complete the work and other costs and damages incurred by CITY.

**8** **TERMINATION:**

**8.1** **Termination for Convenience:** CITY reserves the right to terminate this Agreement or any part thereof for its sole convenience with thirty (30) days written notice. In the event of such termination, CONTRACTOR shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and sub-CONTRACTORs 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.

If CONTRACTOR is a sole proprietor and has no employees, CITY will accept a Sole Proprietor's waiver of Workers' Compensation benefits in lieu of Workers' Compensation insurance

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

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

| In the case of the CITY | | In the case of the CONTRACTOR | |
|---|---|---|---|
| Contract Administrator: | Streets Division | Firm Name: | Somerset Landscape & Maintenance Inc. |
| Contact: | Bart Brown | Contact: | Brian Lemmerman |
| Mailing Address: | PO Box 4008 - MS 909 | Address: | 19051 S Arizona Ave |
| Physical Address: | 975 E Armstrong Bldg. C | City, State, Zip | Chandler AZ 85286 |
| City, State, Zip | Chandler AZ 85249 | Phone: | 480-782-5296 |
| Phone: | 480-782-3428 | FAX: | 480-922-8200 |
| FAX: | 480-782-3495 | EMAIL: | SomersetLandscape@cox.net |

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 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.

**15.3 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.

**15.4 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 SKM

SEAL

FOR THE CONTRACTOR

By: _____
Signature

ATTEST: If Corporation

_____
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:** | **ST2-988-3050** | | |
| **Name (as listed in the contract):** | **SOMERSET LANDSCAPE & MAINTENANCE INC.** | | |
| **Street Name and Number:** | **19051 S ARIZONA AVE** | | |
| **City:** **CHANDLER** | **State:** **AZ** | **Zip Code:** **85286** | |

I hereby attest that:

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

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

**Signature of Contractor (Employer) or Authorized Designee:**

**Printed Name:** Brian Lemmon

**Title:** President

**Date (month/day/year):** 10/31/11

## EXHIBIT B
## SECTION 1 - GENERAL SPECIFICATIONS

1. **DESCRIPTION.** CONTRACTOR shall provide landscaping maintenance, to include, but may not be limited to, all labor, material and equipment necessary to maintain locations; i.e. retention basins, medians and right-of-way, granite mulch, turf, sidewalks to curbs, also the trees and shrubs and other planting included in these locations as specified herein.

   CONTRACTOR shall keep all areas, including sidewalks, designated pathways, and curbs, clean of weeds, seedlings and suckers. CONTRACTOR shall sweep all sidewalks and paver areas as required. CONTRACTOR shall be responsible for picking up all litter and other foreign matter in areas of responsibility listed herein. CONTRACTOR shall maintain all trees and shrubs in such a manner that they present a pleasing appearance and are not unsightly or a safety hazard. CONTRACTOR shall maintain tree staking including providing staking to ANSI standards as directed by the Contract Administrator/designee.

   CONTRACTOR shall fertilize all areas in accordance with specifications herein.

   CONTRACTOR shall maintain and rake all gravel areas in accordance with specifications to present a pleasing appearance.

   CONTRACTOR shall maintain and repair all irrigation systems and assure they are operating efficiently to insure healthy plants and promoting water conservation.

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

   If requested, CONTRACTOR shall provide a quote to replace plant material that has been lost due to storms, accidents, and other natural causes.

   CONTRACTOR shall maintain all palm trees in accordance to the Technical Specifications herein.

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

   CONTRACTOR shall adhere to all current and applicable CITY codes.

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

   CONTRACTOR shall have separate crews to do mowing, palm tree pruning, and larger pesticide/herbicide applications. These tasks should not be completed by the maintenance crews.

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

3. **MATERIALS.** Any materials required that are not stipulated in this Contract shall be submitted to Contract Administrator/designee *in writing* prior to purchase. CONTRACTOR shall provide invoices as proof of purchase to Contract Administrator/designee prior to reimbursement request. CITY retains the right to make direct purchases of all materials and to make them available to CONTRACTOR for use in fulfilling the terms of this contract.

4. **WATER/RECLAIMED WATER.** CITY shall furnish all water. A water meter will be provided where required. CITY may require the CONTRACTOR to perform work in addition to the items specified in this contract including, but not limited to adjusting controllers, valves, or other equipment to either provide

water or reduce water use as requested by the Contract Administrator/designee.

5. **ACCEPTANCE.** CONTRACTOR shall perform all work specified under the direction and to the satisfaction of the Contract Administrator/designee.

5.1 **ADDITIONS AND DELETIONS.** CITY will retain the right to modify maintenance areas and items to this Agreement. Charges for areas or items deleted shall be removed from the monthly billing. CITY may delete an item or area at any time and will pro-rate charges for services already performed. Charges for maintenance items or areas added to this Agreement are subject to approval by the Mayor and City Council/City Manager.

5.2 **ADDITIONAL 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 in the areas listed.

Additional 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. Additional work is not to be performed by the day to day maintenance crew.

CONTRACTOR shall not perform any additional 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. Additional work performed without *written 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. 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 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 the Procurement Officer. *All 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 additional 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 additional work that may be required during the term of this Agreement.

6. **VANDALISM.** All cases of vandalism found by CONTRACTOR shall be reported to the Contract Administrator/designee within two (2) hours after noted and a vandalism report form submitted for determination of course of action to be taken.

7. **QUALITY CONTROL.** CONTRACTOR shall establish a complete quality control program to assure the requirements of this Contract are provided as specified. A copy of CONTRACTOR's quality control program shall be provided to the Contract Administrator/designee at the time of notice of award of Contract. Contract Administrator/designee will approve or disapprove CONTRACTOR's program within ten (10) working days of submittal. CONTRACTOR shall have an approved program before Contract start date. The program will include but may not be limited to the following:

CONTRACTOR shall be required to provide a schedule for weekly landscape post and pre-emergent applications and irrigation maintenance of all areas, specifying when each area will be maintained. CONTRACTOR shall make no changes to the schedule without prior approval of the Contract

Administrator/designee.

CONTRACTOR shall provide horticultural schedule and required notifications as outlined herein. This includes providing spray logs and irrigation logs as requested.

**7.1** **QUALITY ASSURANCE.** Contract Administrator/designee will monitor the CONTRACTOR's performance to Technical Specifications by periodic inspection. After notification of a deficiency, CONTRACTOR will be given time, according to the Correction Time Limit schedule referenced within Contract, to correct the problem. If the problem is not corrected within the time limit, there will be deductions made in accordance Schedule of Payments section. CONTRACTOR will not be paid for services not rendered in accordance with the standards set forth in this contract, notwithstanding that CONTRACTOR is required to re-work services that were found to be unsatisfactory.

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

**7.2.** **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 landscape areas listed herein are compromised.

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

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

**7.3.** **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:

a. Fertilization
b. Soil amendment and conditioning
c. Chemical pest control
d. Other items as determined by Contract Administrator/designee

Failure to notify specialized horticultural maintenance schedules in writing shall be considered breach of contract in accordance with this Contract. Specifications of the material to be applied shall also be

supplied to the Contract Administrator/Designee at least two (2) weeks prior to the date of all specialized horticultural maintenance operations.

**8.** **HOLIDAYS.** The following is a list of holidays for which Contract services will not be performed:

1. New Year's Eve Night
2. New Year's Day
3. Civil Rights 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. Veterans Day
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

Should a holiday named herein fall on Sunday, it will be observed on the following Monday, and conversely when a holiday named herein falls on Saturday, it will be observed on the preceding Friday.

During a holiday week, CONTRACTOR shall adjust his weekly schedule so as to return to the normal weekly schedule the following week.

If the CONTRACTOR desires to take off another time period, a written request must be submitted to and approved by the Contract Administrator/designee a minimum of two (2) weeks prior to the date or time desired to be absent. ***Partial staffing will not be acceptable.*** Hours not worked by CONTRACTOR shall be deducted from the monthly bill.

**9.** **CONTRACTOR / CITY COMMUNICATIONS.** During the term 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 defined as one that can be reached from within the City of Chandler without a toll call. An answering machine, fax and a mobile telephone will fulfill the requirement for a local office. CONTRACTOR shall have a telephone number for contact, Monday through Friday, 6:00 am to 5:00 pm. CONTRACTOR's local managing agent shall serve as the point of contact for dealing and communicating with Contract Administrator/designee. CONTRACTOR shall make every effort to return calls made by Contract Administrator/designee within 30 minutes of receiving a message.

**10.** **Crew Leaders.** CONTRACTOR shall have two crew leaders available during working hours to address problems, field inspections, perform drive-thrus and for other coordination with the CITY. CONTRACTOR's crew leaders shall supervise only one contract unless approved by the Contract Administrator/designee. These persons shall not have any additional labor duties other than incidentals. For example, the Crew Leaders shall not also function as a lead man, and shall have separate transportation to allow them to move independently between situations.

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

The CITY has the right to review the qualifications of the crew leaders. If the CITY does not feel the crew leaders are qualified, CONTRACTOR shall remove him/her from that position. An alternate contact will be supplied by CONTRACTOR in the event the crew leader is not available.

**10.1** **Key Personnel.** It is essential that CONTRACTOR provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this agreement.

CONTRACTOR shall agree to assign specific individuals to the key positions.

a. CONTRACTOR agrees that, once assigned to work under this agreement, key personnel shall not be removed or replaced without *PRIOR written notice* to the CITY.

b. If key personnel are not available for work under this agreement for a continuous period exceeding ten (10) calendar days, or are expected to devote substantially less effort to the work then initially anticipated, CONTRACTOR shall immediately notify the CITY, and shall, subject to the concurrence of the CITY, replace each personnel with personnel of substantially equal ability and qualifications.

**10.2** **CONTRACTOR's Personnel.** ***At a minimum***, CONTRACTOR shall provide evidence of his ability to furnish the proper personnel at time of approval of Agreement. The *minimum* daily personnel requirements for each maintenance area on a daily basis are listed as follows – no exceptions will be permitted:

**AREA 1** – Contractor shall provide one (1) full time crew leader, one (1) full time lead man, one (1) certified spray technician, four (4) full-time laborers, one (1) full-time irrigation technician for a daily total of eight (8) personnel.

**AREA 3** – Contractor shall utilize the same crew leader and certified spray technician as Area 1, one (1) full time lead man, four (4) full-time laborers, one (1) full-time irrigation technician for a daily total of eight (8) personnel.

**AREAS 2E and 2W** – Contractor shall provide one (1) full time crew leader, one (1) certified spray technician, two (2) full time lead men, eight (8) full time laborers, two (2) full time irrigation technicians for a daily total of fourteen (14) personnel. If an irrigation technician needs a helper, one of the laborers may be used temporarily, not to exceed two (2) days, to assist.

*At a minimum, the total personnel required on a daily basis for this Agreement is twenty-eight (28) at all times.*

**10.3** **Key Personnel.** It is essential that 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.

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.

If key personnel are not available for work under this contract for a continuous period exceeding ten (10) 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.

**10.4** **Irrigation Technician.** CONTRACTOR's Irrigation Technician shall be required to have has his/her own vehicle for repairs and maintenance of the irrigation system. Such vehicle shall be equipped with standard irrigation supplies including standard PVC fittings/pipe, glue, solvent, risers, standard heads for emitters, volt meters, and any other tools required to perform irrigation work.

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

**10.5** **Minimum Requirements / List of Employees.** CONTRACTOR shall provide evidence of his/her ability to

furnish the required personnel. CITY expects all CONTRACTOR's personnel shall be *ON-SITE* daily from 6am to 2:30pm, 5 days a week, 8 hours per day. Travel time to/from the work site before and after work is not considered on-site. The ***minimum*** personnel requirements for this Agreement shall be:

two (2) full-time crew leader/Field Supervisor (1 per area for Areas 1 & 3, and 1 for Areas 2W & 2E)
two (2) full-time certified spray technician (one per area for Areas 1 & 3, & one for Areas 2W & 2E)
four (4) full-time irrigation technician (one per Area for Areas 1,2W, 2E, &3)
four (4) crew leader (one per area for Areas 1,2W, 2E, &3)
sixteen (16) laborers to maintain areas to the required standards (4 for Area 1; 4 for Area 3; & 8 for Areas 2E and 2W).

CONTRACTOR shall supply Contract Administrator/designee a current list of employees assigned to CITY contract(s). The list must include: full names, driver's license number with expiration date, job title, and where applicable, certified pesticide applicator's license number and expiration date or any other pertinent or required certification or registration. The list shall be kept current with CITY at all times. All company officers and employees working under this Agreement shall be listed as well.

CONTRACTOR shall provide a vehicle and all necessary equipment for to the staff to perform their job. A vehicle and all necessary equipment shall be provided to the crew leader, certified spray technician, and irrigation technician, as well as vehicles and equipment as required for the crews. In addition to a vehicle, the certified spray technician must have a minimum 100 gallon spray tank that may be utilized.

**10.6** **Contractor Identification.** CONTRACTOR shall require all employees 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 working days after their start date.

CONTRACTOR shall take all necessary precautions utilizing protective gear meeting the standards of the International Society of Arboriculture and also the Standards of the Arizona Department of Occupational Safety & Health (OSHA) when using chain saws and other hazardous equipment. This includes and is not limited to gloves, eye protection, ear plugs and chaps. CONTRACTOR shall perform all work in a safe manner.

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

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

## 11. CONTRACTOR'S EQUIPMENT.

**11.1** **Minimum Vehicles and Equipment Requirements.** CONTRACTOR shall provide and maintain equipment sufficient in type, number, condition, and capacity to efficiently perform the work and render the services required by this Agreement during the entire term of this Agreement. This excludes boom trucks or hoists used to prune, plant or repair mature trees if subcontractors are used to perform the work. CONTRACTOR shall provide evidence of his/her ability to furnish the proper equipment.

The minimum equipment requirements for this Agreement are: chainsaw, blowers, hedgers/pruners, various hand tools as required for the job, tractor or other large capacity equipment to fertilize, trucks (as required). As previously stated and as part of the minimums listed above, the Irrigation Technician shall be required to have a vehicle of his/her own with standard irrigation supplies including standard PVC fittings/pipe, glue, solvent, risers, standard heads for emitters, volt meters, and other tools necessary to perform irrigation work.

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 Contract and notify the Contract Administrator/designee of any additions or deletions. Any changes in the CONTRACTOR's equipment from the proposed equipment will require prior approval of the Contract Administrator/designee.

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

**11.3** **Equipment Safety.** CONTRACTOR shall ensure all vehicles are properly equipped with flashing lighting. All vehicles must adhere to the CITY's Technical Design Manual #7, most current addition. This includes and is not limited to the requirements for service vehicles, barricading, arrow boards, etc. Any type of altered equipment by removal of safety attachments is not permitted.

**12.** **CONDITION OF LANDSCAPE AT BEGINNING OF CONTRACT.** CONTRACTOR shall inspect the areas for identification of pre-existing conditions that would prevent or adversely affect completion of any normal specific deficiencies found at each contract area. The list of pre-existing conditions shall be submitted to the Contract Administrator/designee prior to receiving a Notice to Proceed. The CITY will evaluate each problem listed to determine if extra compensation is warranted for repair work prior to starting routine maintenance.

The CITY may authorize CONTRACTOR to make extra cost repairs or may determine that the items listed represent normal conditions that might be expected at any time during the contract period. The determination of disposition of all items listed shall be the responsibility of the Contract Administrator/designee. This decision shall be final and binding upon CONTRACTOR. All repairs to pre-existing conditions deemed necessary and authorized by the City shall be made prior to the start of normal maintenance for the identified areas.

**13.** **CONDITION OF LANDSCAPE AT END OF CONTRACT.** Four weeks prior to this Agreement expiration / ending, CITY and CONTRACTOR will make a final inspection to determine the condition of all landscape areas. Items found to be improperly maintained by CONTRACTOR will be listed and evaluated by CITY. CONTRACTOR shall take corrective action or CITY will arrange for repairs to be made and the costs for making such repairs will be deducted from final payments due to CONTRACTOR. The same will apply even if CONTRACTOR has been awarded a new contract for the same areas.

**14.** **SCHEDULE OF PAYMENTS.** CONTRACTOR shall provide invoices reflecting completed work. CONTRACTOR shall indicate location or areas for which service was provided on all invoices.

**14.1** **DEDUCTIONS TO PAYMENTS DUE.** Should CONTRACTOR fail to perform the work in accordance with this Contract, CITY may hold all or partial payments due to CONTRACTOR. Partial payment may be withheld if CONTRACTOR has performed poorly. CITY shall establish the payment amount. If CONTRACTOR has not taken action to correct the deficiency within the time listed in "Correction Time Limit Schedule" section referenced herein, CITY may withhold all payments for the area(s) affected until correction has been made. Upon satisfactory corrective action, payment will be released. Payment for work completed in an unsatisfactory manner will not be paid.

If CONTRACTOR fails to provide a full crew on a normal scheduled workday within the required 8 hr period, a full crew plus one individual will be required the next scheduled work day for the time that that person(s) were absent the prior day. If a crew fails to show up for work on a scheduled workday, a deduction of one workday, or the hours of the absent crewmember, will be withheld from that month's payment.

Unless written extensions have been authorized, failure to correct areas identified as deficient by the Contract Administrator/designee within the limits listed, may result in cause for termination of the Contract in accordance with provisions herein.

| Correction Time Limit Schedule: | Working Days |
|---|---|
| Water & Sprinkler Repair * | 2 |
| Weed Control / Trimming | 3 |
| Cleaning / Dead Plant Removal | 2 |
| Fertilization | 5 |
| Pruning / Replanting | 10 |
| Hazard Removal (sight obstruction/safety issue) * | 1 |
| Schedules | 2 |
| Total Neglect of Area * | 1 |

Note: Items denoted with an asterisk are considered *serious deficiencies*. If a second inspection by Contract Administrator/designee still finds deficiencies, a *$50.00 re-inspection fee* will be assessed for each item found in this condition. If repeat deficiencies are noted in a given area within a 30 day time frame, then this condition will be considered as a serious deficiency and the re-inspection fee will be assessed. Accumulated re-inspection fees will be deducted from CONTRACTOR's monthly invoices.

If multiple deficiencies or re-inspection charges are evident, Contract Administrator/designee may require a weekly status report for each site each week indicating condition, tree/plant health, irrigation status, pest treatments, chemical application, or any other relevant information to the site.

8 **AMENDMENTS.** Should a change in the scope of work contemplated in this Agreement be determined necessary, the work will be performed in accordance with the Agreement provided; however, ***before*** such work is started, a contract amendment shall be executed by CITY and CONTRACTOR. Additions, modifications, or deletions from the Agreement provided herein may be made and the compensation to be paid to CONTRACTOR may be adjusted accordingly by mutual agreement. It is distinctly understood and agreed that no claim for extra work done or materials furnished by CONTRACTOR shall be allowed by CITY except as provided herein, nor shall CONTRACTOR do any work or furnish any materials not covered under this Agreement unless such work is approved by Contract Administrator/designee *in writing* prior to commencement of work.

## SECTION 2 - TECHNICAL SPECIFICATIONS

1. CONTRACTOR shall provide all labor and equipment necessary to maintain all maintenance areas as specified herein. The anticipated start date is December 1, 2011.

2. **MINIMUM 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.

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

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

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

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

   All tree 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. Trees that have been removed shall have the stump ground down or cut back 4-6" below grade. CONTRACTOR shall cap off irrigation lines.

   The report shall include:
   (1) Area/Specific Location (this data needs to be sufficient so the City Tree Inventory may be edited as required.
   (2) Date actually removed
   (3) Type of tree removed
   (4) Approximate height and diameter
   (5) Purpose for removal

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

   All frost-killed wood will be removed in January or when CONTRACTOR and Contract Administrator/designee come to a mutual Agreement after new growth begins.

   CONTRACTOR shall keep all trees that are staked at the beginning of the Agreement, and any trees replaced during the contract period, staked according to CITY specifications: Two 8-foot 2" x 2" redwood

stakes on each side of the tree approximately 18 inches apart with two hose protected wire guys between trees; and stakes firmly driven into the ground 12 to 18 inches. Additionally, as trees mature, stakes will need to be loosened or removed for the health of the tree. Stakes should adjusted periodically as part of routine maintenance to keep the plant safe, secure, and looking well kept.

CONTRACTOR shall maintain staking as part of the maintenance program. Staking shall be functional as specified in CITY specifications. The CONTRACTOR is responsible for keeping trees staked that require staking, keeping wires and stakes neat and functional while protecting the tree. This includes adjusting the wires as required to prevent gurgling.

Immediately after a storm event including 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. CITY will contract this separately or ask CONTRACTOR to submit a separate bid for this work. Removed trees are to be stump ground as required. The CONTRACTOR is to mobilize crews to assist in storm clean up as soon as possible with direction from the City.

All trees shall be pruned by approved method to keep tree branches out of street right-of-way. The required vertical clearance for major streets are for 13' 6" high and the vertical clearance off sidewalks is 8' high. These heights must be maintained. Pole saws and pruners are approved for this work.

## 4. PRUNING

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

There are approximately 484 palm trees listed in this contract. All are accessible by bucket truck with the exception of 2. CONTRACTOR shall not "spike" trees when climbing. All palm tree work as well as mowing-trimming-edging work in (turf areas only) shall be done by a separate crew – CONTRACTOR shall not use the daily crew for this work. Pruning shall be performed in such a way that plant material does not create a visibility obstruction to vehicular traffic. CITY shall reserve the right to determine when plant material creates a visibility obstruction.

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

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

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

c. CONTRACTOR shall have good quality, appropriate hand tools available at all times. CONTRACTOR shall keep all tools in a clean, operative and sharp condition and be sterilized periodically. If disease/infection is suspected or known within a certain plant(s), CONTRACTOR shall sterilize his/her 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.

d. All trees shall be pruned yearly, but may require touch up trimming and pruning throughout the year on an as needed basis.

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

f. Pruning over 25' in height, except palm trees, will be pruned as requested. CITY will contract this pruning separately or ask CONTRACTOR to submit a separate quote for this work.

g. An ISA Certified Arborist or Certified Tree Worker must be available to train, oversee, and supervise all pruning of trees.

h. Palm Trees – Palm tree pruning will be an individual component of this contract. There are approximately 484 palm trees in Areas 1, 2, &3. The palm tree quantity may vary slightly due to maintenance area responsibility with the addition and subtraction of maintenance areas. Palm trees regardless of height shall have frond stubs and seed pods removed in August, 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. All palms within Areas 1,2,&3 require trimming. **Palm trimming shall be completed by a separate crew, <u>not</u> the required landscape maintenance staff as specified within this contract.**

**5. <u>MOWING-TRIMMING-EDGING</u> – (MOWING IS TO BE PERFORMED BY SEPERATES CREW(S)**

a. Prior to mowing, the area shall be cleaned and free of all debris (paper, stones, bottles, and miscellaneous litter).

b. Mowing of lawn areas shall be conducted in a neat, orderly manner using appropriate equipment, which is to be clean, sharp, and well maintained. CONTRACTOR shall remove all clippings, trimmings, scrap, litter or debris and blow off sidewalks before leaving the site.

c. Edging shall be accomplished by using a standard power edger. Lawns shall be edged along curbs, sidewalks, driveways and their physical barriers, except bed dividers, when lawns are cut as required.

d. Trimming shall be done when lawns are cut. Trimming may be done with a powered, monofilament type trimming machine or by hand.

e. Lawn Areas:
Mowing (Turf Areas – <u>No</u> Overseed)
(a) May 1 thru October 15
Frequency – Weekly
Height – One and one half inches (1 ½")

(b) October 16 thru April 30
Bermuda: Frequency – Monthly or when grass (annual or Bermuda) exceeds 3" in height
Height - The minimum height shall be one and one half inches (1 ½")

Bagging of grass will not be required unless there are piles of grass left after mowing. If grass becomes long or it is necessary to mow when grass is tall, lawn vacuuming and bagging will be required. City reserves the right to deem when removal of grass clippings is required.

## 6. PEST AND INSECT CONTROL

a. 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.

b. CONTRACTOR shall submit a list of proposed chemicals to the Contract Administrator/designee for approval. Any deviation from the approved list without prior written approval from Contract Administrator/designee may be grounds for termination of Contract. All site chemical applications shall be done by applicators licensed through Arizona Office of Pest Management.

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

d. 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 with approval of the Contract Administrator/designee.

e. 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.

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

g. Product names, formulas and antidotes covering chemicals and pesticides to be used under this Contract shall be maintained by CONTRACTOR for quick reference. MSDS and product labels shall be on file at all times. A chemical spray log will be kept indicating all spraying done for this Contract. Spray indicator (blue dye) will be used for on applications.

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

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

j. CONTRACTOR shall perform 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 Arizona Office of Pest Management. All herbicide and pesticide applicators will be required to be licensed by the Arizona Office of Pest Management.

k. 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. Additional inspection and service shall be completed by CONTRACTOR four (4) working days after notification.

l. Yearly, in November, all palms will be treated with a copper fungicide (Bordeaux) to prevent bud rot. Additional applications in May or June will be applied as necessary by CONTRACTOR at no additional expense to CITY.

m. All fruit bearing olive trees shall be treated for pollen and fruit prevention. Atrimmec shall be used at the recommended label rate for two (2) applications. A chemical log sheet must be submitted to

Contract Administrator/designee indicating the date, location and chemical used during the application.

7. **WEED CONTROL**. CONTRACTOR will have a separate, licensed crew member designated as a spray technician. Other laborers may apply post emergent utilizing the Office of Pest Management's "8 Gallon Rule". The City encourages a licensed crew member to perform this work. The City reserves the right to require any or all applications by a licensed applicator for any reason, specifically abuse of the 8 gallon rule.

Areas listed in this Agreement which consist of river rock, pea gravel, decomposed granite, irrigation backflow cages 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 Agreement, CITY will consider the affected areas unsatisfactory and appropriate action as deemed by Contract Administrator/designee will be taken.

Pre-Emergent Herbicide Application. Year 1: Apply United Dimension- 2EW at 1 quart per acre to all non-turf and open areas per label instruction for the winter application (January 1st – February 1st) and one summer application of BASF brand Pendulum 3.3 WDG, at 3 quarts per acre (July 1st – August 1st). Year 2: Apply Sureguard at 10 ounces per acre (January 1st to February 1st) and also Suflan at 1 gallon per acre (July 1st to August 1st). Prior to application of pre-emergent, areas must be free from weeds. Schedule of pre-emergent applications shall be submitted to the Contract Administrator/designee a minimum of five (5) working days prior to application. Failure to submit schedule as prescribed may be grounds for termination of contract.

Post-Emergent Weed Control - Non-Turf Areas. All weeds are to be controlled by chemical and mechanical means. All weeds are to be removed.

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

Winter - Weeds to be controlled by Reward, Finale or Knockout at 1.5 ounces per gallon in the granite areas. Or approved equal.

Post-Emergent Weed Control - Turf Areas. Winter annual broadleaf weeds to be controlled by the use of Quincept herbicide, at 2 ounces per gallon, 3 applications starting (February 1st and completed by April 15th) or approved equal.

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

No soil sterilants of any type shall be used.

8. **CLEANING:** Shall include, but is not limited to removal of trash such as paper, cans, bottles, animal waste, dried or dead plants or parts of plants (leaves, fronds, branches, etc.) accumulated in contracted areas as a result of littering, wind or rain storms on a cycle not to exceed seven (7) days. This is to include sidewalks, bike paths and medians adjacent to planted areas and medians in the middle of the streets. Bare earth areas and areas dressed with decomposed granite will be raked every other month. Excessive erosion, traffic damage, or vandalism may be repaired at extra cost, at the discretion of the Contract Administrator/designee. All material collected shall be disposed of by CONTRACTOR and in accordance with all City, County, State and Federal requirements. The CITY understands that illegal dumping takes place on CITY property. CONTRACTOR shall be responsible for cleaning and disposing of debris. Each Incident will be considered on an individual basis and CONTRACTOR will be paid at the hourly rate listed.

9. **FERTILIZING**

NON-TURF AREAS

March 1 through March 31
Other plant material must be fertilized yearly during the month of March with 16/8/4 fertilizer with two ounces per plant. All plants shall be observed for signs of nutrient deficiencies and treated to correct deficiencies throughout the year. Such corrective action shall be at the CONTRACTOR's cost. Palm trees are to be fertilized with a City approved formulated fertilizer for palm trees.

TURF AREAS
April 15 through September 30
Rate of application – The first application will be six (6) lbs. (16-4-4, Min. 3% FE) per 1,000 square feet, second and third applications are to be (25-3-11) with an application every 6 weeks, This shall be a total of 270 lbs. per acre/application. Three (3) applications will be required within the specified time frame. Fertilizer is to be watered into the soil immediately after each application. Other nitrogen fertilizers may be substituted which provide the same level of nitrogen throughout the growing season. All substitute material, application rates and times must be approved by the Contract Administrator/designee.

## 10. IRRIGATION MAINTENANCE

CITY shall furnish all water. CONTRACTOR shall ensure water is furnished.

a. CONTRACTOR shall be responsible for monitoring of all plant materials to ensure they receive the proper amount of water to maintain health and vigor. If special watering is needed for any area, it shall be the responsibility of CONTRACTOR to bring it to the Contract Administrator/designee's attention *in writing*. Plant materials that are damaged due to lack of water or over watering shall be replaced or returned to health at the CONTRACTOR's expense, unless prior arrangements have been made with the Contract Administrator/designee. Replacement and plant recovery procedures shall be submitted by CONTRACTOR for Contract Administrator/designee's approval.

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

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

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

d. CONTRACTOR shall adjust all irrigation systems to operate at an appropriate seasonal frequency using the least amount of water necessary to maintain the growth, health and vigor of all landscape plant materials.

e. CONTRACTOR shall water by hand or by other means in accordance with plant needs when irrigation systems are out of service.

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

g. CONTRACTOR shall maintain a log of current irrigation timing. A copy of the log shall be maintained at the site, properly protected from the elements. The log shall include, but not be limited to, the following items: (1) days of week system is on; (2) start times; (3) station timing; and (4) station description information. CONTRACTOR shall provide a current copy of the inspection log to the Contract Administrator/designee upon request.

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

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

j. Manual systems are to be properly maintained and operated by CONTRACTOR based on the required rate and frequency necessary for the season and to maintain healthy plant material.

## 11. IRRIGATION MAINTENANCE

a. Irrigation systems shall be maintained so that all component features are operating as designed. Pumps, backflow prevention units, chemical injectors, controllers, valves, shut off ball valves, pressure regulators, filters, water lines, irrigation heads, bubblers and trickle emitters shall be checked on a bi-weekly basis and serviced as required. Repairs shall be made within two (2) days of notification to CONTRACTOR unless a delay is authorized by the Contract Administrator/designee in writing.

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

Time Frame for Irrigation Technician qualifications:

Beginning of Contract:
Testing to qualify Irrigation Technicians from CONTRACTOR shall be completed prior to award of Agreement by City Council. If any applicant fails the test they will be retested in five (5) days. If CONTRACTOR has failed to qualify an Irrigation Technician, the Contract is subject to re-award.

Mid-Contract:
If CONTRACTOR loses their qualified Irrigation Technician during the course of this Contract, CONTRACTOR shall have five (5) working days to hire a replacement and take the test. If the applicant fails the test, they will be retested in five working (5) days. If the applicant fails the test a second time, they will not be retested. If CONTRACTOR has failed to qualify an Irrigation Technician in a thirty (30) day time period, the Contract is subject to termination for cause.

**CONTRACTOR is encouraged to qualify back-up Irrigation Technicians.**

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 assembly for proper operation
5) Diagnosing a controller with no display
6) Programming an irrigation 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.

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

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

e. New equipment shall be installed after prior written approval from Contract Administrator/designee and equipment removed shall be marked for identification and returned to CITY along with all excess parts. Installation or replacement equipment, whether new or rebuilt, shall be considered routine work.

f. Payment for irrigation maintenance shall be part of the monthly cost for each area as stated in this Contract. Special repairs or watering shall be paid for at the price agreed upon by extra work authorization.

g. When any work is done (repairs/replacement) on a valve, the contractor will: raise the valve box to the existing grade; paint the top of the box white; and using a 2 inch stencil, paint the appropriate valve number in black on the top of the box.

h. The CITY's irrigation system will be CONTRACTOR'S responsibility in areas designated to be maintained or not maintained by CONTRACTOR as long as it is determined by the Contract Administrator/designee to be integral to the CITY's irrigation system.

Correction Time Limit Schedule:

| | |
|---|---|
| Water & Sprinkler Repair * | 2 working days |
| Weed Control | 3 working days |
| Mowing | 2 working days |
| Cleaning | 2 working days |
| Fertilization | 5 working days |
| Trimming | 3 working days |
| Pruning | 10 working days |
| Hazard Removal (sight obstruction) * | 1 working day |
| Replanting | 10 working days |
| Dead Plant Removal | 2 working days |
| Schedules | 2 working days |
| Total Neglect of Area * | 1 working day |

The items denoted with an asterisk are considered serious deficiencies. If after the second inspection the Contract Administrator/designee still finds the deficiency, a $100.00 re-inspection fee may be assessed for each area found in this condition. If repeat deficiencies are noted in a given area within a 30-day time frame, then this condition will be construed as a serious deficiency and the re-inspection fee will be assessed. Accumulated re-inspection fees will be deducted from CONTRACTOR's monthly payments.

If multiple deficiencies or re-inspection charges are evident, Contract Administrator/designee may require a weekly status report for each site each week indicating condition, tree/plant health, irrigation status, pest treatments, chemical application, or any other relevant information to the site.

## LANDSCAPE CONTRACT FREQUENCY SCHEDULE

| Service | | Approximate Time Frequencies* Per Year |
|---|---|---|
| Cleaning/Litter | Every 14 days | 26 |
| Raking | Every other month | 6 |
| Weed Control | Two (2) times per year with pre-emergent herbicide. Post-emergent herbicide as required at CONTRACTOR's cost to meet standards. | 2 |
| Pest Control | As required | 1 |
| Fertilizing (Plants) | Once per year | 1 |
| Fertilizing (turf) | Three (3) times per year (April 15 through August 30) | 3 |
| Pruning (trees) | Once per year (minimum) & as needed | 1 |
| Trimming | As required for trees and shrubs to be maintained in a pleasing and safe appearance at all times. | 8 minimum |
| Mowing | May 1 through October 15 weekly (refer to section 3 of standards) and October 16 through April 30 monthly (refer to section 3 of standards) | 31 |
| Irrigation Maintenance | Bi-weekly check of all systems. Repairs made as required. | 26 |
| Palm Pruning | Pruning of all palms in July (once), and as needed to maintain appearance | 1 |
| Palm Treatment | Treatment of all palms with copper fungicide in November (once) and as needed to prevent disease. | 1 |
| Olive Treatment | Treatment between January and April on all pollen/fruit bearing Olive trees. | 2 |
| Aeration | Aeration of all turf areas in April. | 1 |
| CITY-Wide Medians | Bi-Weekly maintenance (including cleaning and weeding) | 26 |

*Frequencies are listed as estimates ONLY and are not guaranteed.

# EXHIBIT C
# PRICING

T = TURF
G = GRANITE
U = UNIMPROVED
A = ACRE

## AREA 1

| Site # | Location | Price Per Month | Qty | Annual Price |
|---|---|---|---|---|
| 100 | Western Canal - Basins - Price Rd to AZ Ave | $ 6,176.00 | 12 | $ 74,112.00 |
| 101 | Elliot Road - Basins - West of Coronado to Summit Pl. | $ 4,765.00 | 12 | $ 57,180.00 |
| 102 | Elliot Road - ROW - Villas Lane East to Dakota St. | $ 318.00 | 12 | $ 3,816.00 |
| 103 | Dobson Road/Warner Road to North City Limits | $ 900.00 | 12 | $ 10,800.00 |
| 104 | Warner Road - ROW & Basins - Northside from Bullmoose to Comanche | $ 300.00 | 12 | $ 3,600.00 |
| 105 | Alma School - ROW - N & S of Summit | $ 370.00 | 12 | $ 4,440.00 |
| 106 | Jordan School Basin | $ 485.00 | 12 | $ 5,820.00 |
| 107 | Elliot Road - Basin - North side of Elliot Road | $ 583.00 | 12 | $ 6,996.00 |
| 108 | Alma School Road - Basins - East Side - N & S of Palomino | $ 762.00 | 12 | $ 9,144.00 |
| 109 | Alma School Road/Highland Basin | $ 180.00 | 12 | $ 2,160.00 |
| 110 | Knox/Hartford - ROW North side on Knox | $ 51.00 | 12 | $ 612.00 |
| 111 | Alma School/Knox to Ray - Medians | $ 71.00 | 12 | $ 852.00 |
| 112 | Warner Road - ROW - South side - West of Lemon Tree to Coronado | $ 176.00 | 12 | $ 2,112.00 |
| 113 | Warner/McQueen - ROW | $ 706.00 | 12 | $ 8,472.00 |
| 114 | Improvement District 51 - McQueen/Warner | $ 1,588.00 | 12 | $ 19,056.00 |
| 115 | Ray Road - Medians - Alma School West to Arrowhead | $ 441.00 | 12 | $ 5,292.00 |
| 116 | Warner Rd. - South side - ROW Arrowhead to just e of Comanche | $ 36.00 | 12 | $ 432.00 |
| 117 | Dobson & Highland - Basin - SE Corner | $ 340.00 | 12 | $ 4,080.00 |
| 118 | Warner/Hartford Cedar Ridge Basins | $ 863.00 | 12 | $ 10,356.00 |
| 119 | Warner Rd - Basins on Warner between Pennington & Arrowhead Dr | $ 1,271.00 | 12 | $ 15,252.00 |
| 120 | Warner Rd - ROW - Sunset to Evergreen | $ 88.00 | 12 | $ 1,056.00 |
| 121 | Alma School Road - ROW- Westside - Stottler Dr to Calle Del Norte | $ 20.00 | 12 | $ 240.00 |

| | | | | |
|---|---|---|---|---|
| 122 | Alma School Rd - Westside - Cheyenne to Mesquite | $ 20.00 | 12 | $ 240.00 |
| 123 | Alma School Rd - Eastside - Cheyenne to Mesquite | $ 529.00 | 12 | $ 6,348.00 |
| 124 | Price Rd and Curry Rd | $ 30.00 | 12 | $ 360.00 |
| 125 | Knox and Sunset - Northside | $ 30.00 | 12 | $ 360.00 |
| 126 | Ray Rd and Iowa St. | $ 20.00 | 12 | $ 240.00 |
| 127 | Tremaine Rd. | $ 80.00 | 3 | $ 240.00 |
| | | | **Total Area 1:** | **$ 253,668.00** |
| **Hourly Rate for Optional Work due to Emergency/Storm Damage / misc, if necessary:** | | | | $18.00 |
| | | | | |
| **AREA 2 - WEST SIDE** | | | | |
| Item # | Location | Price Per Month | Qty | Annual Price |
| 200W | Tyson Manor - Basin | $ 177.00 | 12 | $ 2,124.00 |
| 201W | Price Road - Medians - S of 202 to Queen Creek Rd | $ 870.00 | 12 | $ 10,440.00 |
| 202W | Alma School Road - Medians - Chandler Blvd to Queen Creek Rd | $ 4,175.00 | 12 | $ 50,100.00 |
| 203W | Dobson Road - Medians - Chandler Blvd to Medians S of Pecos Rd | $ 1,114.00 | 12 | $ 13,368.00 |
| 204W | Chandler Blvd - Northside Median - Sunset to Evergreen | $ 70.00 | 12 | $ 840.00 |
| 205W | Dobson Road - Medians - 202 S to Queen Creek Rd | $ 1,044.00 | 12 | $ 12,528.00 |
| 206W | Nebraska & Fairview - Denver Basin | $ 835.00 | 12 | $ 10,020.00 |
| 207W | Dobson Road - South of Warner - ROW | $ 414.00 | 12 | $ 4,968.00 |
| 208W | Chandler Blvd - Medians - Price Rd to Sunset Dr | $ 435.00 | 12 | $ 5,220.00 |
| 209W | Chandler Heights Road - Medians - Alma School Rd to Arizona Ave | $ 661.00 | 12 | $ 7,932.00 |
| 210W | Queen Creek Rd - Medians - W City limits to AZ Ave. | $ 1,740.00 | 12 | $ 20,880.00 |
| 211W | Alma School Road - Medians - S of Ocotillo to Chandler Heights Rd | $ 1,044.00 | 12 | $ 12,528.00 |
| 212W | Dobson Road - 1st median N of Ocotillo - 1st median E of Dobson | $ 940.00 | 12 | $ 11,280.00 |
| 213W | Pecos Road - Medians - Dobson to AZ Ave - ROW AZ Ave to Iowa St | $ 696.00 | 12 | $ 8,352.00 |
| 214W | Ray Road Basin - West of AZ Ave | $ 70.00 | 12 | $ 840.00 |
| 215W | Willis Road - W of Arizona Ave | $ 70.00 | 12 | $ 840.00 |
| 216W | Chandler Blvd - E and W of Apache | $ 3.00 | 12 | $ 36.00 |

| | | | | |
|---|---|---|---|---|
| 217W | AZ Ave/Frye Rd North | $ 70.00 | 12 | $ 840.00 |
| 218W | Germann Road - Price to Arizona Ave | $ 695.00 | 12 | $ 8,340.00 |
| 219W | Ray Road - Southside Arrowhead East of Central | $ 1,044.00 | 12 | $ 12,528.00 |
| 220W | Ocotillo - West of AZ Ave to Basha Road | $ 174.00 | 12 | $ 2,088.00 |
| | | | **Total Area 2W:** | $ 196,092.00 |
| **Hourly Rate for Optional Work due to Emergency/Storm Damage / misc, if necessary:** | | | | $18.00 |

**AREA 2 - EAST SIDE**

| Item # | Location | Price Per Month | Qty | Annual Price |
|---|---|---|---|---|
| 230E | Chandler Blvd - East of Cooper | $ 500.00 | 12 | $ 6,000.00 |
| 231E | Pecos Road - East of McQueen to Gilbert Rd | $ 665.00 | 12 | $ 7,980.00 |
| 232E | McQueen Road - S of Ray to Chandler Blvd | $ 765.00 | 12 | $ 9,180.00 |
| 233E | Chandler Blvd - ROW - NS & SS of Chandler | $ 500.00 | 12 | $ 6,000.00 |
| 234E | McQueen Rd - ROW WS of McQueen | $ 100.00 | 12 | $ 1,200.00 |
| 235E | Queen Creek Rd - Medians - E of Cooper | $ 998.00 | 12 | $ 11,976.00 |
| 236E | McQueen Rd - ROW & Medians - S of Chandler to Pecos | $ 1,297.00 | 12 | $ 15,564.00 |
| 237E | Germann Rd - Medians - AZ Ave to Gilbert | $ 2,096.00 | 12 | $ 25,152.00 |
| 238E | AZ Ave - Medians S of Pecos to Chandler H | $ 1,330.00 | 12 | $ 15,960.00 |
| 239E | Fann Basin | $ 333.00 | 12 | $ 3,996.00 |
| 240E | Pecos Rd - Medians - AZ Ave to McQueen | $ 566.00 | 12 | $ 6,792.00 |
| 241E | AZ Ave - ROW - E and W Sides S of Frye Rd to Pecos Rd | $ 166.00 | 12 | $ 1,992.00 |
| 242E | Cooper Rd - Medians - 1st Median S of Ray to 1st Median S of Chandler Blvd | $ 500.00 | 12 | $ 6,000.00 |
| 243E | Cooper Rd - Medians - S of Riggs to Hunt Hwy | $ 915.00 | 12 | $ 10,980.00 |
| 244E | Ocotillo Rd - Medians from McQueen - to W of Gilbert | $ 832.00 | 12 | $ 9,984.00 |
| 245E | McQueen Rd - Medians - N of Riggs to Buena Vista | $ 233.00 | 12 | $ 2,796.00 |
| 246E | Chandler Heights Rd - Medians E & W of Hamilton | $ 100.00 | 12 | $ 1,200.00 |
| 247E | Gilbert Rd/Pecos to Queen Creek Rd | $ 665.00 | 12 | $ 7,980.00 |
| 248E | Riggs Rd - AZ Ave to Val Vista | $ 2,235.00 | 12 | $ 26,820.00 |
| 249E | Cooper Rd/Queen Creek to S of Ocotillo | $ 333.00 | 12 | $ 3,996.00 |

| | | | | |
|---|---|---|---|---|
| 250E | Cooper Rd - Chandler S to Pecos | $ 432.00 | 12 | $ 5,184.00 |
| 251E | Chandler Heights - Medians E of Lindsay - Medians W of Lindsay | $ 333.00 | 12 | $ 3,996.00 |
| 252E | Gilbert Rd - Medians between Ocotillo & Chandler Heights | $ 100.00 | 12 | $ 1,200.00 |
| 253E | Lindsay Rd - S of Ocotillo to Riggs Rd | $ 333.00 | 12 | $ 3,996.00 |
| 254E | Nozomi Basin | $ 300.00 | 12 | $ 3,600.00 |
| 255E | New Airport Blvd' | $ 150.00 | 12 | $ 1,800.00 |
| | | | **Total Area 2E:** | **$ 201,324.00** |
| | | | **Total Area 2W & 2E:** | **$ 397,416.00** |
| Hourly Rate for Optional Work due to Emergency/Storm Damage / misc, if necessary: | | | | **$18.00** |
| | | | | |
| | **AREA 3** | | | |
| Site # | Location | Price Per Month | Qty | Annual Price |
| 300 | Twelve Oaks Blvd | $ 100.00 | 12 | $ 1,200.00 |
| 301 | Chandler Blvd/Galaxy Dr | $ 147.00 | 12 | $ 1,764.00 |
| 302 | Ray Rd. ROW | $ 168.00 | 12 | $ 2,016.00 |
| 303 | Kyrene Rd - Medians - Kesler Ln N to Ray | $ 749.00 | 12 | $ 8,988.00 |
| 304 | Rural Rd - Medians - Chandler Blvd N to Ray | $ 413.00 | 12 | $ 4,956.00 |
| 305 | McClintock Dr - Chandler Blvd to N City | $ 514.00 | 12 | $ 6,168.00 |
| 306 | 56th St - Medians - Chandler to Dublin | $ 450.00 | 12 | $ 5,400.00 |
| 307 | Ray Rd - Price to 54th St | $ 1,008.00 | 12 | $ 12,096.00 |
| 308 | Crestview Bike Path | $ 370.00 | 12 | $ 4,440.00 |
| 309 | Twelve Oaks - ROW | $ 671.00 | 12 | $ 8,052.00 |
| 310 | McClintock - Medians S of Chandler Blvd to 202 Freeway | $ 712.00 | 12 | $ 8,544.00 |
| 311 | Rural Rd - Medians - Chandler Blvd to Twelve Oaks | $ 20.00 | 12 | $ 240.00 |
| 312 | Kyrene Rd - Basin - Del Rio & Kyrene | $ 1,571.00 | 12 | $ 18,852.00 |
| 313 | Ray Rd - ROW - NS, Willow to W of Juniper | $ 168.00 | 12 | $ 2,016.00 |
| 314 | McClintock - ROW - N of Ray, WS of Orchid Ln | $ 84.00 | 12 | $ 1,008.00 |
| 315 | Kyrene Rd - Basin - S of Gila Springs | $ 570.00 | 12 | $ 6,840.00 |

| | | | | |
|---|---|---|---|---|
| 316 | Kyrene/Chicago Crestview IV and V | $ 1,931.00 | 12 | $ 23,172.00 |
| 317 | Chandler Blvd/Galaxy Glenview | $ 1,521.00 | 12 | $ 18,252.00 |
| 318 | Chandler/McClintock/Country Club Way | $ 2,398.00 | 12 | $ 28,776.00 |
| 319 | Twelve Oaks - Basins & ROW | $ 4,668.00 | 12 | $ 56,016.00 |
| 320 | Kyrene Rd - Basin WS on Kyrene between Del Rio St and Ivanhoe St | $ 336.00 | 12 | $ 4,032.00 |
| 321 | McClintock - ES only - ROW | $ 335.00 | 12 | $ 4,020.00 |
| 322 | Twelve Oaks - Bike Extension | $ 20.00 | 12 | $ 240.00 |
| 323 | Chandler Blvd - Medians - 54th to Price | $ 755.00 | 12 | $ 9,060.00 |
| 324 | Crafco Basin | $ 336.00 | 12 | $ 4,032.00 |
| 325 | Ray Rd & I-10 Entrance Way | $ 671.00 | 12 | $ 8,052.00 |
| 326 | Metro Blvds | $ 6.00 | 12 | $ 72.00 |
| 327 | McClintock/Chandler Blvd Basin .2A | $ 67.00 | 12 | $ 804.00 |
| 328 | McClintock/Chandler Blvd Basin .4A | $ 67.00 | 12 | $ 804.00 |
| 329 | Geronimo St - ROW | $ 326.00 | 12 | $ 3,912.00 |
| | | | **Total Area 3:** | **$ 253,824.00** |
| **Hourly Rate for Optional Work due to Emergency/Storm Damage / misc, if necessary:** | | | | **$18.00** |
| | | | | |
| **MAINTENANCE RATES (for work requested which is NOT listed above)** | | | | |
| | | | **Unit Cost Per Granite Acre:** | $158.00/ACRE |
| | | | **Unit Cost Per Turf Acre:** | $88.00/ACRE |
| | | | | |
| | | | **TOTAL AREA 1:** | $ 253,668.00 |
| | | | **TOTAL AREA 2:** | $ 397,416.00 |
| | | | **TOTAL AREA 3:** | $ 253,824.00 |
| | | | **GRAND TOTAL AREAS 1-3:** | **$ 904,908.00** |

***Frequencies listed are listed as estimates ONLY and are not guaranteed.**

**TOTAL AMOUNT OF CONTRACT NOT TO EXCEED $930,000.00**

## EXHIBIT D
## LIST OF CITYWIDE RAISED MEDIANS

| Location | Number of Medians |
|---|---|
| Price Rd | 1 |
| 56th St and Ray | 1 |
| Warner and East and West of Hartford | 2 |
| Warner and East and West of Evergreen | 2 |
| East and West of Alma School and Frye | 2 |
| East and West of Dobson and Frye | 2 |
| Dobson South of Frye | 1 |
| Alma School North and South of El Monte | 3 |
| Kyrene and Chandler Blvd. | 3 |
| 56th St and Chandler | 1 |
| 54th St and Chandler | 1 |
| Dobson North and South of Chandler | 1 |
| North of Chandler and Alma School | 1 |
| Alma School South of Ray | 2 |
| Ray and Dobson | 2 |
| Warner and West of Arizona Ave | 2 |
| Ocotillo, East of AZ Ave | 2 |
| TOTAL - | 29 |

**EXHIBIT E1**
**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 a bid for:

**LANDSCAPE MAINTENANCE – AREAS 1-2-3; Bid No. ST2-988-3050,**

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 E2
# 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 _____, _____, for **LANDSCAPE MAINTENANCE – AREAS 1-2-3; Bid No. ST2-988-3050**, 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 E3**

**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 **LANDSCAPE MAINTENANCE Areas 1-2-3; ST2–988-3050**, 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 F1**
**Contractor's Equipment**
**(To be used on Agreement ST2-988-3050 only)**

## EXHIBIT F2

**Personnel to be Assigned**
**and their Qualification/Experience**
**(To be assigned to Agreement ST2-988-3050 only)**

| Name | Qualifications/Experience |
|---|---|
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