



PURCHASING ITEM FOR COUNCIL AGENDA

1. Agenda Item Number:

11

Memo No. ST13-026

2. Council Meeting Date: March 28, 2013

TO: MAYOR & COUNCIL THROUGH: CITY MANAGER

3. Date Prepared: February 28, 2013

4. Requesting Department: Transportation & Development

5. SUBJECT: Agreement No. ST3-988-3188 for Landscape Maintenance Areas 1-2-3-4

6. RECOMMENDATION: Recommend approval of Agreement No. ST3-988-3188 for Landscape Maintenance Areas 1, 2, 3 and 4 with Somerset Landscape & Maintenance Inc. in an amount not to exceed \$2,277,472.08 for two (2) years with the option to renew for one additional two-year term.

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. This agreement includes trash pickup, weed control, irrigation repair, fertilization, palm trimming, mowing and pruning/trimming as required.

The 428 acres of landscaped areas to be maintained under this agreement include the Price Freeway frontage roads, Chandler Mall Transit Center, Airport terminal area, BRT stations, a portion of the McQueen Yard, and the Police impound facility. New areas within this contract include Arizona Avenue medians from Chandler Heights Road to south of Riggs Road, and additional medians on Gilbert Road south of Queen Creek Road.

8. EVALUATION PROCESS: On December 6, 2012 City staff issued a bid for Landscape Maintenance for Areas 1-2-3-4. Notification was sent to all registered vendors and five (5) responses were received and are listed on the attached spreadsheet. After reviewing all submittals, staff is recommending award to Somerset Landscape Maintenance Inc. for Areas 1, 2, 3 and 4. Somerset Landscape Maintenance Inc. was deemed to have submitted the lowest, most responsive and responsible bids.

The term of this agreement will be from April 1, 2013 through March 31, 2015 with option to renew for one additional two-year term.

9. FINANCIAL IMPLICATIONS:

Cost: \$2,277,472.08 Savings: N/A Long Term Cost: N/A

Table with 5 columns: Acct. No, Fund, Program Name, CIP Fund, Funds. Rows include General Fund and HURF for Landscape Maintenance.

(Note: the funding consists of three months in FY12/13, 12 months in FY13/14 and nine months in FY14/15)

10. PROPOSED MOTION: Move to approve Agreement No. ST3-988-3188 for Landscape Maintenance Areas 1, 2, 3 and 4 with Somerset Landscape & Maintenance Inc. in an amount not to exceed \$2,277,472.08 for two (2) years with the option to renew for one additional two-year term.

ATTACHMENT: Location Map, Agreements, Spreadsheet

APPROVALS

11. Requesting Department

[Signature] Daniel W. Cook, Transportation Manager

12. Department Head

[Signature] R.J. Zeder, Transportation & Development Director

13. Procurement Officer.

[Signature] Raquel McMahon, CPPB

14. City Manager

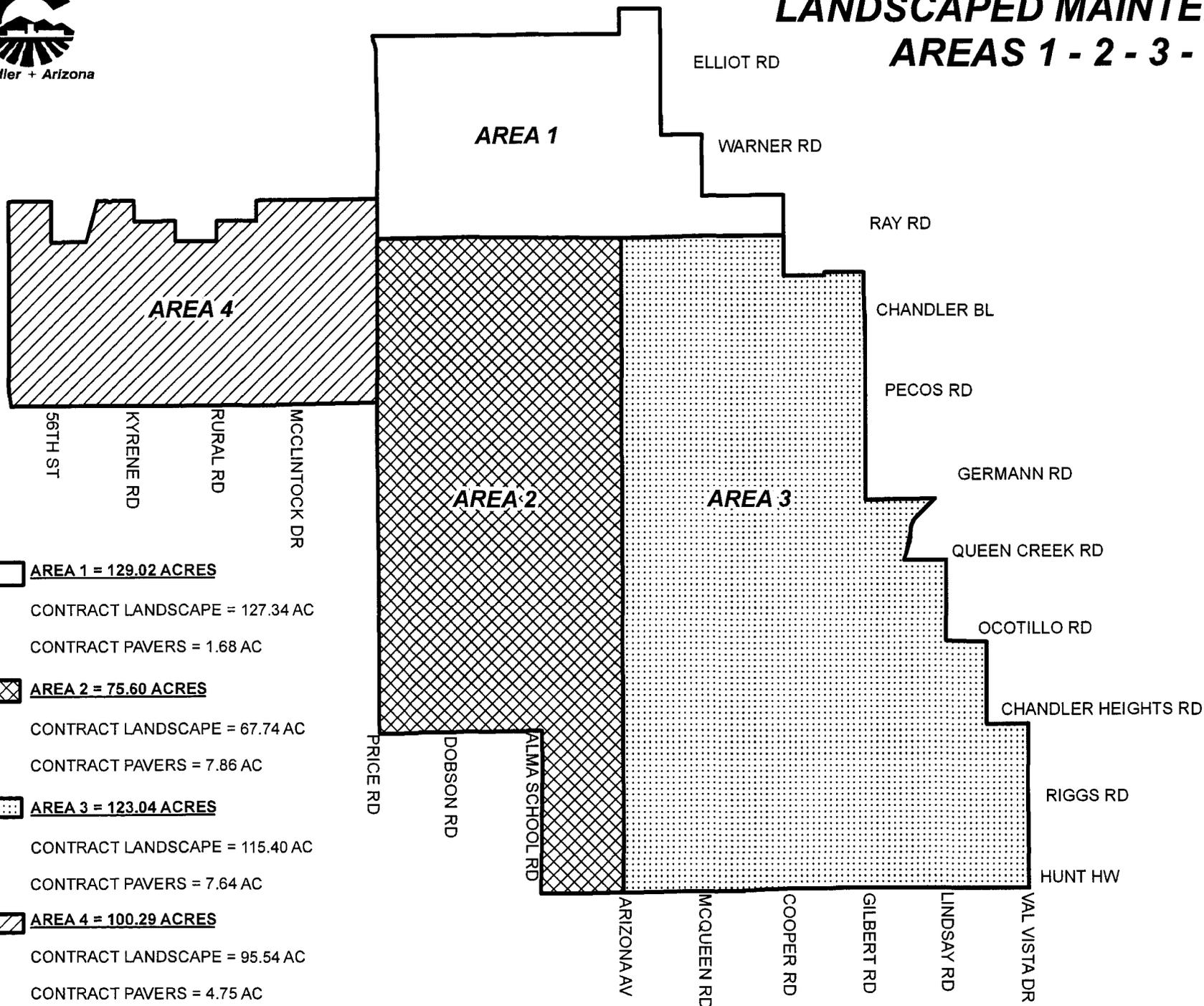
[Signature] Rich Dlugas





Chandler + Arizona

# LANDSCAPED MAINTENANCE AREAS 1 - 2 - 3 - 4



-  **AREA 1 = 129.02 ACRES**  
 CONTRACT LANDSCAPE = 127.34 AC  
 CONTRACT PAVERS = 1.68 AC
-  **AREA 2 = 75.60 ACRES**  
 CONTRACT LANDSCAPE = 67.74 AC  
 CONTRACT PAVERS = 7.86 AC
-  **AREA 3 = 123.04 ACRES**  
 CONTRACT LANDSCAPE = 115.40 AC  
 CONTRACT PAVERS = 7.64 AC
-  **AREA 4 = 100.29 ACRES**  
 CONTRACT LANDSCAPE = 95.54 AC  
 CONTRACT PAVERS = 4.75 AC



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**CITY OF CHANDLER SERVICES AGREEMENT  
LANDSCAPE MAINTENANCE AREAS 1-2-3-4  
AGREEMENT NO.: ST3-988-3188**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of, 2013, 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.
- 1.5. 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 for **Areas 1, 2, 3 and 4.**
- 1.6. 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.
- 1.7. 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. This shall include, but not be limited to, the Qualifying Party (QP) for an active license with the Arizona Registrar of Contractors A.R.S. §32-2312 ([www.azroc.gov](http://www.azroc.gov)) AND a QP for an active license with the Office of Pest Management (<http://www.sb.state.az.us/LicCatDefConv.php>). This information must be verifiable with the Arizona Registrar of Contractors and the Office of Pest Management and photocopies shall be provided with bid submittal.
- 1.8. 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.
- 1.9. Compliance With Applicable Laws.** CONTRACTOR shall comply with all applicable Federal, state and local laws, and with all applicable licenses and permit requirements.

- 1.9.1 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").
- 1.9.2 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.
- 1.9.3 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.
- 1.9.4 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.
- 1.9.5 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.
- 1.9.6 In accordance with A.R.S. §35-393.06, the Contractor hereby certifies that the Offeror does not have scrutinized business operations in Iran.
- 1.9.7 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 **ACCEPTANCE AND DOCUMENTATION:** Each task shall be reviewed and approved by the Contract Administrator to determine acceptable completion.
- 2.1 **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.
- 2.2 **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.
- 2.3 **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.
- 2.4 **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.

- 3 **PRICE.** CITY shall pay to CONTRACTOR an amount not to exceed **One Million One Hundred Thirty Eight Thousand, Seven Hundred Thirty Six Dollars and Four Cents (\$1,138,736.04) per year for a total amount of Two Million Two Hundred Seventy Seven Thousand, Four Hundred Seventy Two Dollars and Eight Cents (\$2,277,472.08) for both years** 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.
- 3.1 **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.
- 3.2 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.
- 3.3 **Reduction in Payment due to Unsatisfactory Service.** Each month CONTRACTOR's performance will be evaluated for satisfactory service. If the performance for any required service is unsatisfactory and poor performance is clearly the fault of the CONTRACTOR (any service not performed which is required by the contract), an amount of money equal to the service value will be withheld. Anytime the CONTRACTOR's performance is unsatisfactory payment will be withheld until CONTRACTOR's performance is satisfactory.
- In the event the CONTRACTOR is deficient in any required service, the City may perform the service by City personnel or by separate contract. Cost of services not performed by the CONTRACTOR will be deducted from Contractors monthly invoice
- 3.4 **Payment.** A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or completion of specified services and receipt of a correct invoice.
- 3.5 **Estimated Quantities.** The quantities shown on Exhibit C (the Price List) are estimates only, based upon available information. Payment shall be based on actual quantities and there is no guarantee that any certain quantity shall be required by CITY. City reserves the right to increase or decrease the quantities actually required.
- 3.6 **IRS W9 Form.** In order to receive payment CONTRACTOR shall have a current I.R.S. W9 Form on file with CITY, unless not required by law.
- 3.7 **Price Adjustment.** All prices offered herein shall be firm against any increase for Two (2) years 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.
- 3.8 **Acceptance by City.** CITY reserves the right to accept or reject the request for a price increase. If CITY approves the price increase, the price shall remain firm for the renewal term for which it was requested. If a price increase is agreed upon a written Contract Amendment must be approved and executed by the Parties.
- 3.9 **Price Reduction.** CONTRACTOR shall offer CITY a price reduction for its services concurrent with a published price reduction made to other customers.

4. **TERM:** The term of the Contract is **two (2) year (s)**, commencing on the 1<sup>st</sup> day of April, 2013 and terminating on March 31, 2015 unless sooner terminated in accordance with the provisions herein. The contract may be extended for one additional term of two (2) years with mutual agreement of the parties. CITY reserves the right, at its sole discretion, to extend the Contract for up to 60 days.
5. **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. **Emergency Purchases:** CITY reserves the rights to purchase from other sources those items, which are required on an emergency basis and cannot be supplied immediately by the CONTRACTOR.
7. **CITY'S CONTRACTUAL REMEDIES:**
  - 7.1 **Right to Assurance.** If the City in good faith has reason to believe that the CONTRACTOR does not intend to, or is unable to perform or continue performing under this Contract, the Contract Administrator may demand in writing that the CONTRACTOR give a written assurance of intent to perform. Failure by the CONTRACTOR to provide written assurance within the number of Days specified in the demand may, at the City's option, be the basis for terminating the Contract in addition to any other rights and remedies provided by law or this Contract.
  - 7.2 **Stop Work Order.** The City may, at any time, by written order to the CONTRACTOR, require the CONTRACTOR to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the City after the order is delivered to the CONTRACTOR. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the CONTRACTOR shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the CONTRACTOR shall resume work. The Contract Administrator shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
  - 7.3 **Non-exclusive Remedies.** The rights and the remedies of the City under this Contract are not exclusive.
  - 7.4 **Nonconforming Tender.** Services and materials supplied under this Contract shall fully comply with Contract requirements and specifications. Services or materials that do not fully comply constitute a breach of contract.
  - 7.5 **Right of Offset.** The City shall be entitled to offset against any sums due CONTRACTOR, any expenses or costs incurred by the City, or damages assessed by the City concerning the CONTRACTOR'S non-conforming performance or failure to perform the Contract, including expenses to complete the work and other costs and damages incurred by CITY.

## 8 TERMINATION:

- 8.1 Termination for Convenience:** CITY reserves the right to terminate this Agreement or any part thereof for its sole convenience with thirty (30) days written notice. In the event of such termination, CONTRACTOR shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and subcontractors to cease such work. As compensation in full for services performed to the date of such termination, the CONTRACTOR shall receive a fee for the percentage of services actually performed. This fee shall be in the amount to be mutually agreed upon by the CONTRACTOR and CITY, based on the agreed Scope of Work. If there is no mutual agreement, the Management Services Director shall determine the percentage of work performed under each task detailed in the Scope of Work and the CONTRACTOR'S compensation shall be based upon such determination and CONTRACTOR'S fee schedule included herein.
- 8.2 Termination for Cause:** City may terminate this Agreement for Cause upon the occurrence of any one or more of the following events:
- 1) If CONTRACTOR fails to perform pursuant to the terms of this Agreement
  - 2) If CONTRACTOR is adjudged a bankrupt or insolvent;
  - 3) If CONTRACTOR makes a general assignment for the benefit of creditors;
  - 4) If a trustee or receiver is appointed for CONTRACTOR or for any of CONTRACTOR'S property;
  - 5) If CONTRACTOR files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws;
  - 6) If CONTRACTOR disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction;
  - 7) Where Agreement has been so terminated by CITY, the termination shall not affect any rights of CITY against CONTRACTOR then existing or which may thereafter accrue.
- 8.3. Cancellation for Conflict of Interest.** Pursuant to A.R.S. § 38-511, CITY may cancel this Contract after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the City is or becomes at any time while this Contract or an extension of this Contract is in effect, an employee of or a consultant to any other party to this Contract. The cancellation shall be effective when the CONTRACTOR receives written notice of the cancellation unless the notice specifies a later time.
- 8.4. Gratuities.** CITY may, by written notice, terminate this Contract, in whole or in part, if CITY determines that employment or a Gratuity was offered or made by CONTRACTOR or a representative of CONTRACTOR to any officer or employee of CITY for the purpose of influencing the outcome of the procurement or securing this Contract, an amendment to this Contract, or favorable treatment concerning this Contract, including the making of any determination or decision about contract performance. The CITY, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by CONTRACTOR.
- 8.5. Suspension or Debarment.** CITY may, by written notice to the CONTRACTOR, immediately terminate this Contract if CITY determines that CONTRACTOR has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a SUBCONTRACTOR of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the CONTRACTOR is not currently suspended or debarred. If CONTRACTOR becomes suspended or debarred, CONTRACTOR shall immediately notify CITY.
- 8.6. Continuation of Performance Through Termination.** The CONTRACTOR shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

- 8.7. **No Waiver.** Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
- 8.8. **Availability of Funds for the next Fiscal Year.** Funds may not presently be available under this agreement beyond the current fiscal year. No legal liability on the part of the CITY for services may arise under this agreement beyond the current fiscal year until funds are made available for performance of this agreement. The CITY may reduce services or terminate this agreement without further recourse, obligation, or penalty in the event that insufficient funds are appropriated. The City Manager shall have the sole and unfettered discretion in determining the availability of funds.
9. **FORCE MAJEURE:** Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, power failures, or earthquakes.
10. **DISPUTE RESOLUTION:**
- 10.1 **Arizona Law.** This Agreement shall be governed and interpreted according to the laws of the State of Arizona.
- 10.2 **Jurisdiction and Venue.** The parties agree that this Agreement is made in and shall be performed in Maricopa County. Any lawsuits between the Parties arising out of this Agreement shall be brought and concluded in the courts of Maricopa County in the State of Arizona, which shall have exclusive jurisdiction over such lawsuits.
- 10.3 **Fees and Costs.** Except as otherwise agreed by the parties, the prevailing party in any adjudicated dispute relating to this Agreement is entitled to an award of reasonable attorney's fees, expert witness fees and costs including, as applicable, arbitrator fees; 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**, its successors, assigns and guarantors, shall defend, indemnify and hold harmless City and any of its elected or appointed officials, officers, directors, commissioners, board members, agents or employees from and against any and all allegations, demands, claims, proceedings, suits, actions, damages, including, without limitation, property damage, environmental damages, personal injury and wrongful death claims, losses, expenses (including claim adjusting and handling expenses), penalties and fines (including, but not limited to, attorney fees, court costs, and the cost of appellate proceedings), judgments or obligations, which may be imposed upon or incurred by or asserted against the City by reason of this Agreement or the services performed or permissions granted under it, or related to, arising from or out of, or resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused in whole or part by **CONTRACTOR**, or any of its subcontractors, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, relating to the discharge of any duties or the exercise of any rights or privileges arising from or incidental to this Agreement, including but not limited to, any injury or damages claimed by any of **CONTRACTOR's** and subcontractor's employees
12. **INSURANCE:**
1. General.
- A. At the same time as execution of this Agreement, the **CONTRACTOR** shall furnish the City of Chandler a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be

issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to CITY.

- B. The **CONTRACTOR** and any of its subcontractors, subconsultants or sublicensees shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.
  - C. The insurance requirements set forth below are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.
  - D. The City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect **CONTRACTOR** from liabilities that might arise out of the performance of the Agreement services under this Agreement by **CONTRACTOR**, its agents, representatives, employees, subcontractors, sublicensees or subconsultants and the **CONTRACTOR** is free to purchase any additional insurance as may be determined necessary.
  - E. Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve the **CONTRACTOR** from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement.
  - F. Use of SubContractors: If any work is subcontracted in any way, the **CONTRACTOR** shall execute a written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of the **CONTRACTOR** in this Agreement. The **CONTRACTOR** is responsible for executing the Agreement with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.
2. Minimum Scope And Limits Of Insurance. The **CONTRACTOR** shall provide coverage with limits of liability not less than those stated below.
- A. *Commercial General Liability-Occurrence Form.* **CONTRACTOR** must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 aggregate. Said insurance must also include coverage for products and completed operations, independent contractors, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying insurance.
  - B. *Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles Vehicle Liability.* **CONTRACTOR** must maintain Business/Automobile Liability insurance with a limit of \$1,000,000 each accident on **CONTRACTOR** owned, hired, and non-owned vehicles assigned to or used in the performance of the **CONTRACTOR**'s work or services under this Agreement. If any Excess or Umbrella insurance is utilized to fulfill the requirements of this paragraph, the Excess or Umbrella insurance must be "follow form" equal or broader in coverage scope than underlying insurance.
  - C. *Workers Compensation and Employers Liability Insurance.* **CONTRACTOR** must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of **CONTRACTOR** employees engaged in the performance of work or services under this Agreement and must also maintain Employers' Liability insurance of not less than \$1,000,000 for each accident and \$1,000,000 disease for each employee.

3. Additional Policy Provisions Required.

- A. *Self-Insured Retentions Or Deductibles.* Any self-insured retentions and deductibles must be declared and approved by the City. If not approved, the City may require that the insurer reduce or eliminate any deductible or self-insured retentions with respect to the City, its officers, officials, agents, employees, and volunteers.
- B. *City as Additional Insured.* The policies are to contain, or be endorsed to contain, the following provisions:
1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: The City, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, the **CONTRACTOR** including the City's general supervision of the **CONTRACTOR**; Products and Completed operations of the **CONTRACTOR**; and automobiles owned, leased, hired, or borrowed by the **CONTRACTOR**.
  2. The **CONTRACTOR's** insurance must contain broad form contractual liability coverage and must not exclude liability arising out of explosion, collapse, or underground property damage hazards ("XCU") coverage.
  3. The City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by the **CONTRACTOR** even if those limits of liability are in excess of those required by this Agreement.
  4. The **CONTRACTOR's** insurance coverage must be primary insurance with respect to the City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, agents, and employees shall be in excess of the coverage provided by the **CONTRACTOR** and must not contribute to it.
  5. The **CONTRACTOR's** insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
  6. Coverage provided by the **CONTRACTOR** must not be limited to the liability assumed under the indemnification provisions of this Agreement.
  7. The policies must contain a severability of interest clause and waiver of subrogation against the City, its officers, officials, agents, and employees, for losses arising from Work performed by the **CONTRACTOR** for the City.
  8. The **CONTRACTOR**, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of 3 years following completion and acceptance of the Work. The **CONTRACTOR** must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this 3 year period containing all the Agreement insurance requirements, including naming the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.
  9. If a Certificate of Insurance is submitted as verification of coverage, the City will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the required policies expire during the life of this Agreement, the **CONTRACTOR** must forward renewal or replacement Certificates to the City within 10 days after the renewal date containing all the necessary insurance provisions.

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

In the case of the CITY

Contract Administrator: Streets Division

Contact: Bart Brown  
Mailing Address: PO Box 4008 – MS 909  
Physical Address: 975 E Armstrong Way  
City, State, Zip Chandler AZ 85244  
Phone: 480-782-3428  
FAX: 480-782-3495

In the case of the CONTRACTOR

Firm Name: Somerset Landscape Maintenance Inc.

Contact: Pat Galan  
Address: 19051 S. Arizona Ave.  
City, State, Zip Chandler, AZ 85286  
Phone: 480-782-5296  
FAX: 480-922-8200  
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 **Entire Agreement.** This Agreement, including Exhibits attached hereto, constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Agreement may not be modified or amended except by a written document, signed by authorized representatives or each party.

- 15.3 **Arizona Law.** This Agreement shall be governed and interpreted according to the laws of the State of Arizona.
- 15.4 **Assignment:** Services covered by this Agreement shall not be assigned in whole or in part without the prior written consent of the CITY.
- 15.5 **Amendments.** The Contract may be modified only through a written Contract Amendment executed by authorized persons for both parties. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the City in writing or made unilaterally by the CONTRACTOR are violations of the Contract. Any such changes, including unauthorized written Contract Amendments shall be void and without effect, and the CONTRACTOR shall not be entitled to any claim under this Contract based on such changes.
- 15.6 **Independent CONTRACTOR.** The CONTRACTOR under this Contract is an independent CONTRACTOR. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 15.7 **No Parole Evidence.** This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- 15.8 **Authority:** Each party hereby warrants and represents that it has full power and authority to enter into and perform this Agreement, and that the person signing on behalf of each has been properly authorized and empowered to enter this Agreement. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.
- 15.9 **Deletion/Addition of Areas:** In the event an entire area or location within an area of substantial size no longer requires services, the City shall review reasonable adjustments to contractor personnel at the mutual agreement of the City contract administrator and Contractor. Should the City need to add locations the City expects that staffing personnel will increase as required.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names to this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

FOR THE CITY OF CHANDLER

FOR THE CONTRACTOR

\_\_\_\_\_  
MAYOR

By: \_\_\_\_\_  
Signature

APPROVED AS TO FORM:

ATTEST: If Corporation

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Secretary

ATTEST:

\_\_\_\_\_  
City Clerk

SEAL

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.

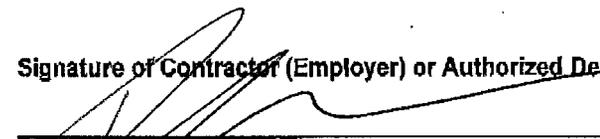
By completing and signing this form the contractor shall attest that it and all subcontractors performing work under the cited contract meet all conditions contained herein.

Contract Number:	ST3-988-3188		
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 Leuneman

Title: President

Date (month/day/year): 3/5/13

**EXHIBIT B**  
**SECTION 1 - GENERAL SPECIFICATIONS**

1. **DESCRIPTION.** CONTRACTOR shall provide landscaping maintenance, to include, not 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 trees and shrubs and other planting included in these locations as specified herein.

The Price Frontage Road areas will have trash picked up and maintained every Monday without fail and as required. The other sites will be scheduled throughout the rest of the week.

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 or 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.

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/pre-emergent applications. These tasks should not be completed by the maintenance crews.**

2. **SCOPE OF SERVICE.** CONTRACTOR shall furnish all labor, material and equipment necessary to maintain locations; i.e. rights-of-way, medians, sidewalks to curbs, trees, shrubs and other planting included in these locations as specified herein.
- 2.1 **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.
- 2.2 **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.

- 2.3 **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.
- 2.4 **ACCEPTANCE.** CONTRACTOR shall perform all work specified under the direction and to the satisfaction of the Contract Administrator/designee.
- 2.5 **ADDITIONS AND DELETIONS.** CITY will retain the right to modify maintenance areas and items to this Contract. Charges for areas or items deleted will be dropped 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 contract are subject to approval by the Mayor and City Council/City Manager. Charges for areas added shall be priced comparably to similar areas.
- 2.6 **EXTRA 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.

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

CONTRACTOR shall not perform any extra 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. Extra work performed without authorization will 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.

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

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

- 2.7 **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.
3. **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 not limited to the following:

CONTRACTOR shall be required to provide a schedule for weekly landscape 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.

- 4 **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 (See Section 14, p 44 of 66), 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.

- 5 **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

- 6 **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

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.

**7 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.

**8 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.

**9 CONTRACTOR'S PERSONNEL.**

**9.1 Crew Leaders.** CONTRACTOR shall have one crew leader per site area 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.

**9.2 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 five (5) calendar days, or are expected to devote substantially less effort to the work than 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.

**9.3 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. Parties agree that the one of the required spray technicians may not be licensed at time of award and will be licensed by July 1, 2013.

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

**AREA 2** – Contractor shall provide one (1) full time crew leader, one (1) full time lead man, one (1) licensed 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 provide one (1) full time crew leader, one (1) full time lead man, one (1) licensed spray technician, four (4) full-time laborers, one (1) full-time irrigation technician for a daily total of eight (8) personnel.

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

In any area, if an irrigation technician needs a helper, one of the laborers may be used temporarily, not to exceed two (2) days, to assist with permission from City personnel.

*At a minimum, the total personnel required on a daily basis for this Agreement is thirty-two (32) at all times. The Banking of hours is not permitted without authorization from the City.*

**9.4 Irrigation Technician.** CONTRACTOR's Irrigation Technician shall have his/her own dedicated 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 and 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.

9.4.1 The Scope of work does not include any activity that falls within the definition of construction in ARS 34-101(3).

**9.5 Minimum Requirements / List of Employees.** CONTRACTOR shall provide evidence of his/her ability to furnish the required personnel. All personnel shall be on site daily 8 hours (6am-2:30pm) with crews. The **minimum** personnel requirements for this Agreement per Area shall be:

- one (1) full-time crew leader/Field Supervisor
- one (1) full-time irrigation technician
- one (1) full-time licensed spray technician,
- one (1) leadman
- four (4) laborers to maintain areas to the required standards

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

**9.6 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 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.

**9.7 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.

**9.8 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.

## **10 CONTRACTOR'S EQUIPMENT.**

**10.1 Minimum Requirements / Vehicles and Equipment.** 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).

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.

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

**10.3 Equipment Safety.** All vehicles shall be 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 anything associated with safety is not permitted.

**11 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.

**12 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.

**13 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 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 14, p 44 of 66) 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, a full crew plus one individual will be required the next scheduled work 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.

## 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 April 1, 2013.
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/Location
- (2) Date actually removed
- (3) Type of tree removed
- (4) Approximate height and diameter
- (5) Purpose for removal

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

All frost-killed wood will be removed in the 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, for 13' 6" high vertical clearance on major streets and off sidewalk for 8' clearance. 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.

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
  - Area 1 – 86 Palm Trees
  - Area 2 – 54 Palm Trees
  - Area 3- 195 Palm Trees
  - Area 4 – 228 Palm Trees
  - Total – 563 Palm Trees

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 starting June 15<sup>th</sup> and completed by August 1<sup>st</sup>. Palms 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 1-2-3-4 require trimming unless otherwise advised by authorized City personnel.

**Palm trimming shall be completed by a separate crew, not the required landscape maintenance staff as specified within this contract.**

**5 MOWING-TRIMMING-EDGING – (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 – No 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"), maximum 2 inches (2")

The City reserves the right to set mowing height.

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 Department of Agriculture, 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 must be licensed by the Arizona Department of Agriculture, 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. Embark or Olive Stop 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**

- 7.1 CONTRACTOR will have a separate, licensed crew member designated as a spray technician.
- 7.2 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.
- 7.3 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.
- 7.4 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 1<sup>st</sup> to February 1<sup>st</sup>) and also **Suflan** at 1 gallon per acre (July 1<sup>st</sup> to August 1<sup>st</sup>). 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. Or approved equal.
- 7.5 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.

Utilize **Sedge Hammer** or **Certainty**, or approved equal for nutsedge as required

**7.6** 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 1<sup>st</sup> and completed by April 15<sup>th</sup>) or approved equal.

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

**7.7** 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**

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. 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.

<u>Area</u>	<u>1<sup>st</sup> Application</u>	<u>2<sup>nd</sup> Application</u>	<u>3<sup>rd</sup> Application</u>
Area 1 – 24.89 acres of turf	135 bags	87 bags	87 bags
Area 4 – 34.38 acres of turf	186 bags	120 bags	120 bags

**10. IRRIGATION MAINTENANCE**

CITY shall furnish all water. CONTRACTOR shall ensure water is furnished to the necessary location.

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. SPRINKLER 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: Controllers, 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.

OPTIONAL:

The City is looking at purchasing additional property which will need to be maintained under this Agreement. Therefore, we are asking for a "square footage" rate on maintaining these properties. Due to sensitivity issues with the existing owners, we cannot disclose the locations at this time. Some properties may / may not have housing structure, and some properties may only have decomposed granite (with the structure removed).

## LANDSCAPE CONTRACT FREQUENCY SCHEDULE

Service		Approximate Time Frequencies* Per Year
Cleaning/Litter	Every 7 days	52
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 June (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.

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.

**EXHIBIT C PRICING  
SOMERSET: AREAS 1, 2, 3 and 4**

		Area 1	Somerset Landscape Maintenance		
Site No.	Type	Location	Price Per Month Per Location with Irrigation	Qty	Annual Price Per Location
100	G	<u>Western Canal</u> (Basins - Price Road to AZ Ave. On the ungranted portion between Carriage Ln and Dobson Rd the CONTRACTOR is to maintain the pathway only, Includes all gateways and (3) rest areas, and medians at canal on all arterials – 31.5A)	\$6,247.48	12	\$74,969.76
101	G	<u>Elliot Road</u> (Basins –West of Coronado to Summit Pl. North side - 27 A)	\$5,363.55	12	\$64,362.60
102	G	<u>Elliot Road</u> (ROW – Villas Ln. East to Dakota St.South side only- 1.8A)	\$357.57	12	\$4,290.84
103	G	<u>Dobson Road/Warner Rd</u> to North City limits (ROW-North of Warner to Mesquite-both sides Basins-South of Elliot, Cheyenne to Shawnee-East side ROW-North of Elliot, North of Silvergate to Western Canal-both sides 5.1 A)	\$1,013.12	12	\$12,157.44
104	G	<u>Warner Road (ROW &amp; Basins – North side from Bullmoose to Comanche Ave. – 1.5 A) - (Medians on Dobson/Warner intersection- .2A)</u>	\$337.71	12	\$4,052.52
105	G	<u>Alma School</u> North of Elliot to the Western Canal (ROW – Both sides, North & South of Summit, Medians on Alma School, North & South of Summit– 2.1 A)	\$417.17	12	\$5,006.04
106	T	<u>Jordan School</u> Basin (Basin - on Carriage Lane and Silvergate, North of Elliot - 2.75 A)	\$546.29	12	\$6,555.48
107	T	<u>Elliot Road</u> (Basin - North side of Elliot Road, Summit East to San Marcos Pl. - 3.3 A)	\$655.55	12	\$7,866.60
108	T	<u>Alma School Road</u> (Basins - East side - North & South of Palomino – 4.32 A)	\$860.15	12	\$10,321.80
109	G	<u>Alma School Rd./Highland Basin</u> (South of Fire Station #2 - 1.02 A)	\$198.65	12	\$2,383.80
110	G	<u>Knox/Hartford</u> (ROW –North side on Knox, East of Nebraska, West to Hartford - 0.29 A)	\$57.61	12	\$691.32
111	G	<u>Alma School/Knox</u> to South of Ray (Medians - Knox to South of Ray - 0.1 A) (East side of Alma School North and South of Shannon – 0.5A)	\$119.19	12	\$1,430.28
112	G	<u>Warner Road</u> (ROW – South side-West of Lemon Tree to Coronado - 1.00 A)	\$198.65	12	\$2,383.80
113	G	<u>Warner/McQueen</u> (ROW on Warner-Ithica to McQueen, South side only McQueen-West side, Warner South to Knox Knox-North side, McQueen to Hamilton - 4.00 A)	\$794.60	12	\$9,535.20
114	G	<u>Improvement District 51-McQueen Rd/Warner</u> (Medians – McQueen-two medians-North of Warner, medians South to Ray (2.5A); Warner medians from McQueen West to AZ Ave. (2.0A); Ray medians from Cooper West to AZ Ave. (2.5A) Cooper Rd. North from Ray to Kent (2.0A)	\$1,787.85	12	\$21,454.20
115	G	<u>Ray Road</u> (Medians - Alma School West to Arrowhead, Arrowhead west to Price – 2.5 A)	\$496.63	12	\$5,959.56
116	G	<u>Warner Rd.-South side</u> (ROW-Arrowhead to just East of Comanche- 0.2A)	\$39.73	12	\$476.76

117	T	<u>Dobson &amp; Highland</u> (Basin - SE corner and granite around basin area- 1.93 A)	\$383.39	12	\$4,600.68
118	T	<u>Warner/Hartford Cedar Ridge Basins</u> (South side two Basins on Warner East and West of Illinois One-West side Hartford between Ranch and Highland Two-basins West side Hartford North and South of Iowa- 4.89 A)	\$971.40	12	\$11,656.80
119	T	<u>Warner Rd.-</u> South side (Basins on Warner between Pennington & Arrowhead Dr. - 7.20 A)	\$1,430.28	12	\$17,163.36
120	G	<u>Warner Road</u> (ROW - South side – Sunset to Evergreen Section east of Evergreen to Jay, and medians west of Arizona Ave - .50 A)	\$99.33	12	\$1,191.96
121	G	<u>Alma School Road</u> (ROW - Westside - Stottler Dr. to Calle Del Norte - O. 20 A)	\$39.73	12	\$476.76
122	G	<u>Alma School Rd.-</u> West side (ROW-Elliot South to Mesquite-.2A)	\$39.73	12	\$476.76
123	G	<u>Alma School Rd. –</u> East side (ROW & Basins-North of Elliot to South of Mesquite-3 A)	\$595.95	12	\$7,151.40
124	G	<u>Price Rd. and Curry Rd.</u> (Basins-North and South of Curry-.2A)	\$39.73	12	\$476.76
125	G	<u>Knox and Sunset-North side</u> (Basin-.2A)	\$39.73	12	\$476.76
126	G	<u>Ray Rd and Iowa St.</u> (Median.05A)	\$9.93	12	\$119.16
127	T	<u>Tremaine Rd</u> (three visits per year only)East of Arizona Ave. (Median 1.25A)	\$248.31	12	\$2,979.72
438	G	<u>1029 &amp; 1045 ALMA SCHOOL RD &amp; 988 W RAY RD (L) – 1.5 A</u>	\$297.98	12	\$3,575.76
207W	G	<u>Dobson Road</u> –South of Warner (ROW – West side-South of Flint, North of Tulsa West side-South of Knox to the North side of Rockwell - 1.19 A)	\$236.39	12	\$2,836.68
214W	G	<u>Ray Rd. -West of AZ Ave</u> (Basin west of Hamilton St- .2), Medians from Arizona Ave to Cooper.	\$39.73	12	\$476.76
219W	G	<u>Ray Rd. Southside Arrowhead to East of Central</u> (Basins-3A)	\$595.95	12	\$7,151.40
<b>AREA 1 - Section – BRT Stations - Transit</b>					
430	G	<u>6 BRT STATIONS ( 1 VISIT PER 2 MONTHS) (L) - .1A</u> (Ray Rd to Elliot Rd)	\$19.87	12	\$238.44
<b>Total Area 1:</b>					<b>\$294,947.16</b>
		Hourly Rate for Optional Work, (based on 40 hrs per person), if necessary	\$18.00	40	\$720.00
		Hourly Rate for Optional Work per crew (based on 40 hrs per crew), if necessary	\$72.00	40	\$2,880.00
		*Frequencies listed are listed as estimates <i>ONLY</i> and are not guaranteed.			
<b>Total Area 1 - Hourly Rates:</b>					<b>\$298,547.16</b>
<b>Area 2</b>					
200W	G	<u>Tyson Manor</u> (Basin - Flint & Pleasant - 0.31 A Basin-East of Alma School on Flint-.2A)	\$145.30	12	\$1,743.60
201W	G	<u>Price Road</u> (Medians –South of 202 to Queen Creek ROW-East and West side 202 South to Spectrum Blvd.-2.5A)	\$1,100.73	12	\$13,208.76
202W	G	<u>Alma School Road</u> (Medians - Chandler Blvd. to Queen Creek Road - 12 A) (ROW Alma School & 202 – 4 corners)	\$4,283.48	12	\$51,401.76
203W	G	<u>Dobson Road</u> (Medians - Chandler Blvd. to Queen Creek Rd. – 3.2 A Retention Basin, east side, north of Boston - 2.0A) (ROW Dobson & 202 – 4 corners)	\$2,289.51	12	\$27,474.12
204W	G	<u>Chandler Blvd.</u> (North side median, Sunset to Evergreen - 0.2 A)	\$88.06	12	\$1,056.72
206W	G	<u>Nebraska &amp; Fairview</u> (Denver Basin – ROW-North, South & West sides - 2.40 A)	\$1,056.70	12	\$12,680.40

208W	G	<u>Chandler Blvd.</u> (Medians, Price Road to Sunset Dr - 1.25A)	\$550.36	12	\$6,604.32
209W	G	<u>Chandler Heights Road</u> (Medians, Alma School Road to AZ Ave.- 1.9A)	\$836.55	12	\$10,038.60
210W	G	<u>Queen Creek Road</u> (Medians-West city limits to AZ Ave-5 A)	\$2,201.45	12	\$26,417.40
211W	G	<u>Alma School Road</u> (Medians-South of Ocotillo to Chandler Heights Rd-3 A)	\$1,320.87	12	\$15,850.44
212W	G	<u>Dobson Road</u> (Medians-1st median North of Ocotillo Rd. Median-1st median East of Dobson Medians South of Ocotillo to Sun Lakes entrance-2.7A) Medians between Germann and Queen Creek – 1A)	\$1,629.07	12	\$19,548.84
213W	G	<u>Pecos Road</u> (Medians-Dobson to AZ Ave-1.5A ROW-AZ Ave to Iowa St., North side -.5A)	\$880.58	12	\$10,566.96
215W	G	<u>Willis Rd./West of AZ Ave.</u> (Granite ROW-South side only-.2A)	\$88.06	12	\$1,056.72
216W	G	<u>Chandler Blvd./East and West of Apache</u> (Granite Basins, North side-.01A)	\$4.40	12	\$52.80
217W	G	<u>AZ Ave/Frye Rd South</u> (East and West side-Rights of Way Granite ROW-East side only-Detroit to Erie-.2A)	\$88.06	12	\$1,056.72
218W	G	<u>Germann Rd./Price to AZ Ave</u> (Medians-2A), ROW Hartford to Alma School – .75)	\$330.22	12	\$3,962.64
220W	G	<u>Ocotillo West of AZ Ave to Basha Rd.</u> (Medians-.5A)	\$220.15	12	\$2,641.80
238E	G	<u>Arizona Ave</u> Medians-South of Pecos to Chandler Hgts.-4A)(ROW 202 & Arizona – 4 corners)	\$3,172.32	12	\$38,067.84
241E	G	<u>Arizona Ave</u> (ROW, East and West sides South of Frye Rd. to Pecos Rd.- .5A)	\$220.15	12	\$2,641.80
<b>Area 2 - Section 1 - Police Impound Facility</b>					
408	G	<u>Police Impound Facility</u> - 576 w. Pecos Rd. Outside and Inside Fence area (L) - 1.8A	\$392.52	12	\$4,710.24
<b>AREA 2 - Section – BRT Stations - Transit</b>					
430	G	<u>5 BRT STATIONS ( 1 VISIT PER 2 MONTHS (L) - .1A</u> (Germann Rd to Pecos Rd)	\$44.03	12	\$528.36
<b>Total Area 2:</b>					<b>\$251,310.84</b>
		Hourly Rate for Optional Work, (based on 40 hrs per person), if necessary	\$18.00	40	\$720.00
		Hourly Rate for Optional Work per crew (based on 40 hrs per crew), if necessary	\$72.00	40	\$2,880.00
		*Frequencies listed are listed as estimates <i>ONLY</i> and are not guaranteed.			
<b>Total Area 2 - Hourly Rates:</b>					<b>\$254,910.84</b>
<b>Area 3</b>					
230E	G	<u>Chandler Blvd.</u> -East of Cooper (ROW – South side, East and West of 133rd St. to Cottonwood ROW North side-Cooper to Cottonwood and Medians on Chandler Blvd.,From Cooper to Gilbert Rds. – 1.5 A)	\$404.04	12	\$4,848.48
231E	G	<u>Pecos Rd./East of McQueen to Gilbert Rd.</u> (ROW – South side Pecos, East & West of 124 <sup>th</sup> St. to canal. Medians from McQueen to Gilbert Rd. Median on Canal Dr.-2A)	\$538.72	12	\$6,464.64
232E	G	<u>McQueen Road</u> -South of Ray to Chandler Blvd (ROW-East side North and South of Erie Street Medians from Ray to Chandler Blvd, - 2.30A)	\$619.52	12	\$7,434.24
233E	G	<u>Chandler Blvd.</u> (ROW and Medians -North & South side of Chandler Blvd. East of McQueen to Cooper Rd., - 1.5A)	\$404.04	12	\$4,848.48

234E	G	<u>McQueen Rd.</u> (ROW, West side of McQueen, North & South of Erie to Carla Vista - 0.3A)	\$80.80	12	\$969.60
235E	G	<u>Queen Creek Rd.</u> (Medians-AZ Ave to East of Gilbert Rd to Canal -3A)	\$808.08	12	\$9,696.96
236E	G	<u>McQueen Road</u> (ROW & medians-South of Chandler Blvd. to Pecos-2.2A) (ROW-East and West sides-Pecos to Willis-.2A) (Medians, 4 corners ROW,& 202 to median South of Ocotillo- 2.0A)	\$1,185.18	12	\$14,222.16
237E	G	<u>Germann Road</u> (Medians-Arizona Ave. to Gilbert Rd.-6.3A)	\$1,696.96	12	\$20,363.52
239E	G	<u>Fann Basin</u> (East of Arizona Ave. & North of Germann Road-1A)	\$269.36	12	\$3,232.32
240E	G	<u>Pecos Road</u> (Medians-AZ Ave to McQueen Rd.-1.5A ROW-North side, East & West of RR tracks-.2A)	\$778.48	12	\$9,341.76
242E	G	<u>Cooper Road</u> - (Medians-1st median South of Ray to 1st median South of Chandler Blvd.; ROW – West side from SanTan Dr. to Chandler Blvd. – 1.5A)	\$404.04	12	\$4,848.48
243E	G	<u>Cooper Road</u> (Medians – South of Riggs to Hunt Hwy – 2.75A)	\$740.74	12	\$8,888.88
244E	G	<u>Ocotillo Rd.</u> (Medians from Arizona Ave, to Lindsay Rd.-2A Medians West of Lindsay-.5A)	\$673.40	12	\$8,080.80
245E	G	<u>McQueen Rd.</u> (Medians-South of Riggs To Buena Vista Dr.-.7A) Basin on the north east corner of Riggs and McQueen - .5A	\$323.23	12	\$3,878.76
246E	G	<u>Chandler Heights Rd.</u> (Medians-East and West of Hamilton-.3A)	\$80.80	12	\$969.60
247E	G	<u>Gilbert Rd/ Pecos to Ocotillo Rd</u> (Medians-medians Pecos South to 202 Medians from 202 South to Ocotillo Rd-2A, ROW 202 & Gilbert Rd, - 4 corners)	\$538.72	12	\$6,464.64
248E	G	<u>Riggs Rd./AZ Ave to Val Vista Rd</u> (Medians-6.5A Granite basin, North side at 134 <sup>th</sup> Place-.2A Bus pullout, East of Lindsay, South side-.02A)	\$1,810.09	12	\$21,721.08
249E	G	<u>Cooper Rd</u> Queen Creek to South of Chandler Heights (Medians-1.5A), Pecos to south of Germann (Medians - 1 A)	\$673.40	12	\$8,080.80
250E	G	<u>Cooper Rd./Chandler Rd. South to Germann</u> (ROW-East side,N&S of Fyre-.3A basin by canal-.5A Medians Frye to Pecos-.5A, ROW 202 & Cooper Rd – 4 corners)	\$350.17	12	\$4,202.04
251E	G	<u>Chandler Heights.</u> (Medians-East of Lindsay-.3A Medians-West of Lindsay to 2 medians West of Gilbert-1A)	\$350.17	12	\$4,202.04
252E	G	<u>Gilbert Rd.</u> (Medians-between Queen Creek and Hunt Highway.- 1A)	\$269.36	12	\$3,232.32
253E	G	<u>Lindsay Rd.</u> (Medians-South of Ocotillo Rd. to Riggs Rd.-1A)	\$269.36	12	\$3,232.32
254E	G	<u>Lantana Ranch (formally Nozomi Basin)</u> (Median 15.25 A)	\$4,107.74	12	\$49,292.88
255E	G	<u>Airport Blvd</u> (Medians & Basins– Cooper and Germann to old Airport Blvd and about 100' of median to be located on Curtiss Way, south to Queen Creek) (Median 4.4 A)	\$1,185.18	12	\$14,222.16
404	G	<u>McQueen Road Yard</u> 975 E. ARMSTRONG WAY (L) Outside/Inside Landscaped areas - 3 A	\$808.08	12	\$9,696.96
504	G	<u>Arizona Ave</u> Medians Chandler Heights to 1/4mi south of Riggs	\$538.72	12	\$6,464.64
		<b>Total Area 3:</b>			\$238,900.56
		<b>Area 3 - Section 1 - Airport Facilities Areas</b>			
401	G	<u>Airport Terminal and Parking Area (L) 2380 S. Stinson Way - .5 A</u>	\$134.68	12	\$1,616.16
402	G	<u>Old Heliport Landscape Areas (L) -.5A</u>	\$134.68	12	\$1,616.16
		<b>Total - Area 3 - Section 1:</b>			\$3,232.32
		<b>Area 3 - Section 2 - Streets Department Vacant Lot Facilities</b>			\$0.00
411	G	<u>Vacant Lot at 1000 E. TRAILS END (U) – 3.75 A</u>	\$269.36	12	\$3,232.32
422	G	<u>Vacant Lot at 48 E MORALES (U) - .2A</u>	\$13.47	12	\$161.64
423	G	<u>Vacant Lot at 49 E MORALES (U) - .2A</u>	\$13.47	12	\$161.64

424	G	<u>Vacant Lot at 61 E MORALES (U) - .2A</u>	\$13.47	12	\$161.64
425	G	<u>Vacant Lot at 73 E MORALES (U) - .2A</u>	\$13.47	12	\$161.64
426	G	<u>Vacant Lot at 85 E MORALES (U) - .2A</u>	\$13.47	12	\$161.64
427	G	<u>Vacant Lot at 143 E MORALES(U) - .2A</u>	\$13.47	12	\$161.64
429	G	<u>Vacant Lot at 200 N MONTE VISTA (U) - .2A</u>	\$13.47	12	\$161.64
434	G	<u>Vacant Lot at 60 E SARAGOSA (L) - .2A</u>	\$13.47	12	\$161.64
435	G	<u>Vacant Lot at 97 E MORALES (L) - .2A</u>	\$13.47	12	\$161.64
436	G	<u>Vacant Lot at 755, 769, 779, &amp; 789 S WASHINGTON ST (L) - 1.0A</u>	\$67.34	12	\$808.08
437	G	<u>Vacant Lot at 83, 99, &amp; 101 E KESLER (L) - .75A</u>	\$67.34	12	\$808.08
418	G	<u>Vacant Lot at 201 N COLORADO (L) - .2A</u>	\$13.47	12	\$161.64
412	G	<u>Vacant Lot at 220-280 E CHANDLER BLVD (L) - .75 A</u>	\$67.34	12	\$808.08
429	G	<u>Vacant Lot at 200 N MONTE VISTA (L) - .2A</u>	\$13.47	12	\$161.64
		<b>Total Area 3 - Section 2:</b>			\$7,434.60
		<b>Area 3 - Section 3 - Transit Facilities</b>			
431	G	<u>Chandler Park and Ride 2100 S Hamilton St - 8A</u>	\$1,872.71	12	\$22,472.52
		<b>Total Area 3 - Section 3:</b>			\$22,472.52
		<b>Total Area 3 - All Sections</b>		12	\$272,040.00
		Hourly Rate for Optional Work, (based on 40 hrs per person), if necessary	\$18.00	40	\$720.00
		Hourly Rate for Optional Work per crew (based on 40 hrs per crew), if necessary	\$72.00	40	\$2,880.00
		*Frequencies listed are listed as estimates <i>ONLY</i> and are not guaranteed.			
		<b>Total Area 3 - Hourly Rates:</b>			\$275,640.00
		<b>Area 4</b>			
300	G	<u>Twelve Oaks Blvd. (ROW - both sides 12 Oaks Blvd., Rural East to Milky Way - 0.3 A)</u>	\$70.37	12	\$844.44
301	G	<u>Chandler Blvd. /Galaxy Dr.(ROW - Southside Chandler Blvd.Terrace Rd. East to Retention Basin - 0.44 A)</u>	\$103.22	12	\$1,238.64
302	G	<u>Ray Rd. ROW (Terrace East to Lakeshore, - 0.50 A)</u>	\$117.29	12	\$1,407.48
303	G	<u>Kyrene Road (Medians - Kessler Ln. North to Ray Road - 2.23 A)</u>	\$523.11	12	\$6,277.32
304	G	<u>Rural Road (Medians - Chandler Blvd. North to Ray Road - 1.23 A)</u>	\$288.53	12	\$3,462.36
305	G	<u>McClintock Dr. (Medians - Chandler Blvd. to North City limits - 1.53 A)</u>	\$358.91	12	\$4,306.92
306	G	<u>56th Street (Medians - Chandler Blvd. to Dublin Ln. - 1.34 A)</u>	\$314.34	12	\$3,772.08
307	G	<u>Ray Road (Medians - Price to 54th St. - 3.00 A)</u>	\$703.74	12	\$8,444.88
308	G	<u>Crestview bike path (East of Kyrene Road and West of Oak St.South of Cindy and North of Folley-1.1A)</u>	\$258.03	12	\$3,096.36
309	G	<u>Twelve Oaks (ROW - East side-Jen Tilly to Earhart Way, West side-Boston to Milky Way. Bikepaths-Galaxy Dr., to just West Of Del Pueblo. - 2.00 A)</u>	\$469.16	12	\$5,629.92
310	G	<u>McClintock(Medians-South of Chandler Blvd. to 202 Freeway East ROW-Saturn Way to Morelos-2.12 A)</u>	\$497.31	12	\$5,967.72
311	G	<u>Rural Road (Median - Chandler Blvd. to 12 Oaks Blvd. - 0.06 A)</u>	\$14.07	12	\$168.84
312	G	<u>Kyrene Road (Basin - Del Rio &amp; Kyrene-Westside only-- Basin between Del Rio and Ivanhoe 4.68 A)</u>	\$1,097.83	12	\$13,173.96
313	G	<u>Ray Road (ROW - North side, Willow to West of Juniper - 0.50 A)</u>	\$117.29	12	\$1,407.48
314	G	<u>McClintock (ROW - North of Ray, West side-Orchid Lane to Post Dr. - .25 A)</u>	\$58.64	12	\$703.68

315	G	<u>Kyrene Road</u> (Basin - South of Gila Springs Blvd. SE corner- 1.70 A)	\$398.78	12	\$4,785.36
316	T	<u>Kyrene/Chicago Crestview IV &amp; V</u> (Basins -Kyrene Road -Basin at Kyrene & Chicago; bike path between Cindy & Folley, Oak to East of Elm- 5.75A)	\$1,348.84	12	\$16,186.08
317	G	<u>Chandler/Galaxy Glenview</u> (Basin -on Chandler Blvd. at Galaxy St. - 4.53 A)	\$1,062.65	12	\$12,751.80
318	G	<u>Chandler/McClintock/Country Club Way</u> (Basins – two on Chandler Blvd. East & West of Country Club-North side; One on McClintock & South of Galveston- East side - 7.14 A)	\$1,674.90	12	\$20,098.80
319	T	<u>Twelve Oaks</u> (Basins & ROW – South of Twelve Oaks Blvd. from Twelve Oaks Blvd. To Milky Way Dr. – 13.90 A)	\$3,260.66	12	\$39,127.92
320	G	<u>Kyrene Rd.</u> (Basin-West side on Kyrene between Del Rio St. and Ivanhoe St. - 1.00 A)	\$234.58	12	\$2,814.96
321	G	<u>McClintock</u> - East side only (ROW-North of Ivanhoe, South of Monterey to Galveston and medians on Ivanhoe & Monterey- 1.0A)	\$234.58	12	\$2,814.96
322	G	<u>Twelve Oaks</u> - (bike path extension to the West of turf basin-East of Driftwood St.; no irrigation, desert plants-0.06A)	\$14.07	12	\$168.84
323	G	<u>Chandler Blvd</u> (Medians-54th St to Price Road-2.25A)	\$3,829.47	12	\$45,953.64
324	G	<u>Crafco Basin</u> (Basin-East of 56 <sup>th</sup> St and Crafco Way-1.0 A)	\$234.58	12	\$2,814.96
325	G	<u>Ray Rd. &amp; I-10 Entrance Way</u> (Median and ROW-North and South sides-2.0A)	\$469.16	12	\$5,629.92
326	G	<u>Metro Blvds.</u> (Medians-Tulsa to Galveston-.02A)	\$4.70	12	\$56.40
327	T	<u>McClintock/Chandler Blvd.</u> (Basin-.2A)	\$46.91	12	\$562.92
328	G	<u>McClintock/Chandler Blvd.</u> (Basin-.4A)	\$112.60	12	\$1,351.20
329	G	<u>Geronimo St</u> (ROW-1.0A)	\$234.58	12	\$2,814.96
405	G	<u>OLD ROOSEVELT WELLSITE</u> 500 S. Roosevelt (U) - 5 A No Irrigation/plants	\$117.29	12	\$1,407.48
400	G	<u>PRICE FRONTAGE ROAD</u> (L)ROW and medians- From Route 202 North to the Western Canal, including lot on the northeast corner of Elliot and Price, road arterial intersection corners and median and ROW frontage on Elliot east of Price, on Warner east of Price, inside corners at Ray Rd, and Chandler Blvd – 43 Acres	\$6,670.00	12	\$80,040.00
500	G	<u>56<sup>th</sup> St and the 202</u> North and South of highway (L) - .5A	\$117.29	12	\$1,407.48
501	G	<u>Chandler Village Dr and Rt 202</u> North side corners(L) - .5A	\$117.29	12	\$1,407.48
502	G	<u>McClintock Dr ROW</u> West side north of Rt 202(L) - .2A	\$46.91	12	\$562.92
503	G	<u>Erye Rd Median</u> East of Price (L) - .2A	\$46.91	12	\$562.92
<b>Area 4 - Section 1 - Transit Services Devison</b>					
407	G	<u>Transit Center - Chandler Fashion Center (L) - 1A</u>	\$234.58	12	\$2,814.96
<b>Total Area 4:</b>					<b>\$306,038.04</b>
		Hourly Rate for Optional Work, (based on 40 hrs per person), if necessary	\$18.00	40	\$720.00
		Hourly Rate for Optional Work per crew (based on 40 hrs per crew), if necessary	\$72.00	40	\$2,880.00
		*Frequencies listed are listed as estimates <i>ONLY</i> and are not guaranteed.			
<b>Total Area 4 + Hourly Rates:</b>					<b>\$309,638.04</b>
<b>Grand Total Area 1</b>					<b>\$294,947.16</b>
<b>Grand Total Area 2</b>					<b>\$251,310.84</b>
<b>Grand Total Area 3</b>					<b>\$272,040.00</b>

		<b>Grand Total Area 4</b>			\$306,038.04
		<b>Grand Total (Areas 1 - 4)</b>			<b>\$1,124,336.04</b>
		<b>Grand Total Area 1 with Hourly Rates</b>			\$298,547.16
		<b>Grand Total Area 2 with Hourly Rates</b>			\$254,910.84
		<b>Grand Total Area 3 with Hourly Rates</b>			\$275,640.00
		<b>Grand Total Area 4 with Hourly Rates</b>			\$309,638.04
		<b>Grand Total (Areas 1 - 4) with Hourly Rates for One Year</b>			<b>\$1,138,736.04</b>
		<b>GRAND TOTAL FOR INITIAL TWO YEAR TERM</b>			<b>\$2,277,472.08</b>