



**PURCHASING ITEM
FOR
PUBLIC HOUSING AUTHORITY COMMISSION (PHAC)**

1. Agenda Item Number:

3

2. PHAC Meeting Date:
September 21, 2015

TO: CHAIRMAN & COMMISSIONERS

3. Date Prepared: September 3, 2015

THROUGH: CITY MANAGER

4. Requesting Department: Community and Neighborhood Services Department/Housing

5. SUBJECT: Agreement No. HO5-988-3575 with Goodwill of Central Arizona for Public Housing Landscape Maintenance Services.

6. RECOMMENDATION: Staff recommends the Public Housing Authority Commission approve Agreement No. HO5-988-3575, with Goodwill of Central Arizona, for Public Housing Landscape Maintenance Services for the term of October 1, 2015, through September 30, 2016, in an amount not to exceed \$62,279 with the option to renew for four (4) one-year terms.

7. BACKGROUND/DISCUSSION: The Housing Division contracts with an outside vendor for the landscaping of five apartment sites. The contract includes weed control, tree/shrub trimming, periodic landscape raking and turf mowing on four of the five apartment sites. The total amount of landscaping proposed under the contract is approximately 16 acres. Turf will be mowed every other week from May through November, weed control is year round, shrub/bush trimming is twice yearly and tree trimming is annually to include a complete landscape clean up.

This Agreement also includes a budget allowance for additional landscaping tasks such as landscape services for our 103 scattered site homes. The bids include a base level of landscape services for the apartment locations. Housing Division staff suggests additional services to be included under the contract including: irrigation repairs, pre-emergent and herbicide treatments, additional tree trimming/removal and emergency landscape services due to storm damage. Housing staff added an amount of up to \$15,000 for these items.

8. EVALUATION: On June 26, 2015, City staff issued an Invitation for Bid for Public Housing Landscape Maintenance Services. Notification was sent to all registered vendors. Three responses were received as follows:

Goodwill of Central Arizona:	\$47,279*
Artistic Landscape:	\$55,022
Somerset Landscape:	\$55,450

Staff reviewed all bids and recommends a contract award to Goodwill of Central Arizona, as the lowest, responsive, responsible bidder. The term of this Agreement will be October 1, 2015, through September 30, 2016, for one year with the option to renew for four (4) one-year terms.

*An additional \$15,000 has been added to this Agreement as an additional service reserve for irregular and emergency landscape services at the hourly rates listed in the agreement.

9. FINANCIAL IMPLICATIONS:

Cost:	\$62,279
Savings:	N/A
Long Term Costs:	N/A

<u>Acct. No.:</u>	<u>Fund:</u>	<u>Program Name:</u>	<u>Funds:</u>
224.4650.5259	Grant	Prof. Serv. Landscaping	\$48,000
227.4650.5259	Grant	Prof. Serv. Landscaping	\$14,279

10. PROPOSED MOTION: Move the Public Housing Authority Commission approve Agreement No. HO5-988-3575 with Goodwill of Central Arizona for Public Housing Landscaping Services, for the term of October 1, 2015, through September 30, 2016, in an amount not to exceed \$62,279 with the option to renew for four (4) additional one-year terms.

ATTACHMENTS: Agreement

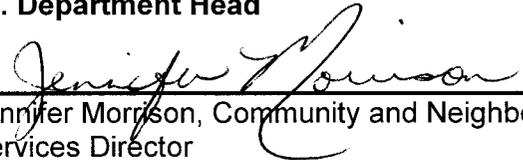
APPROVALS

11. Requesting Department



Kurt Knutson, Housing and Redevelopment Manager

13. Department Head



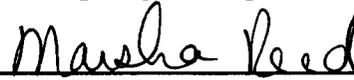
Jennifer Morrison, Community and Neighborhood Services Director

12. Procurement Officer



Raquel McMahon, CPPB

14. Acting City Manager



Marsha Reed

**CITY OF CHANDLER SERVICES AGREEMENT
PUBLIC HOUSING LANDSCAPE MAINTENANCE SERVICES
AGREEMENT NO.: HO5-988-3575**

THIS AGREEMENT is made and entered into this ____ day of _____, 2015, by and between the City of Chandler, a Municipal Corporation of the State of Arizona, hereinafter referred to as "City", and **GOODWILL OF CENTRAL 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. AGREEMENT ADMINISTRATOR:

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

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

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

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

2. SCOPE OF WORK: Contractor shall provide landscape maintenance services all as more specifically set forth in Exhibit A, attached hereto and made a part hereof by reference.

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

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

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

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

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

- 2.4.2 A breach of the Contractor Immigration Warranty shall constitute a material breach of this Agreement that is subject to penalties up to and including termination of the agreement.
- 2.4.3 The City retains the legal right to inspect the papers of any Contractor or Subcontractor employee who works on this Agreement to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. The Contractor agrees to assist the City in the conduct of any such inspections.
- 2.4.4 The City may, at its sole discretion, conduct random verifications of the employment records of the Contractor and any Subcontractors to ensure compliance with Contractors Immigration Warranty. The Contractor agrees to assist the City in performing any such random verification.
- 2.4.5 The provisions of this Article must be included in any agreement the Contractor enters into with any and all of its subcontractors who provide services under this Agreement or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.
- 3. ACCEPTANCE AND DOCUMENTATION:** Each task shall be reviewed and approved by the Agreement Administrator to determine acceptable completion.
- 3.1. Records.** The Contractor shall retain and shall contractually require each Subcontractor to retain all data and other "records" relating to the acquisition and performance of the Agreement for a period of five years after the completion of the Agreement.
- 3.2. Audit.** At any time during the term of this Agreement and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the City to the extent that the books and records relate to the performance of the Agreement or Subcontract. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 3.3. New/Current Products.** All equipment, materials, parts and other components incorporated in the work or services performed pursuant to this Agreement shall be new, or the latest model and of the most suitable grade for the purpose intended. All work shall be performed in a skilled and workmanlike manner.
- 3.4. Property of City.** Any materials, including reports, computer programs and other deliverables, created under this Agreement are the sole property of City. Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. Contractor shall not use or release these materials without the prior written consent of City.
- 4. PRICE:**
- 4.1.** CITY shall pay to CONTRACTOR an amount not to exceed **SIXTY TWO THOUSAND TWO HUNDRED SEVENTY NINE DOLLARS (\$62,279)** for the completion of all the work and services described herein, which sum shall include all costs or expenses incurred by CONTRACTOR, payable as set forth in Exhibit B, attached hereto and made a part hereof by reference.
- 4.2. Taxes.** Contractor shall be solely legally responsible for any and all tax obligations, which may result out of Contractor's performance of this Agreement. City shall have no legal obligation to pay any amounts for taxes, of any type, incurred by Contractor. City agrees that Contractor may bill the City for applicable privilege license taxes which are paid for by Contractor and that the City will reimburse Contractor for privilege license taxes actually paid by Contractor. If Contractor obtains any refund of privilege license taxes paid, City will be entitled to a refund of such amounts.

- 4.3. **Payment.** A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or completion of specified services and receipt of a correct invoice. Any quantities shown are estimates only, based upon available information. Payment shall be based on actual quantities and there is no guarantee that any certain quantity shall be required by City. City reserves the right to increase or decrease the quantities actually required.
- 4.4. **IRS W9 Form.** In order to receive payment Contractor shall have a current I.R.S. W9 Form on file with City, unless not required by law.
- 4.5. **Price Adjustment in Extension Terms.** All prices offered herein shall be firm against any increase for the initial term of the Agreement. Prior to commencement of subsequent renewal terms, City may approve a fully documented request for a price adjustment. The City shall determine whether any requested price increases for extension terms is acceptable to the City. If City approves the price increase, the price shall remain firm for the renewal term for which it was requested. If a price increase is agreed upon by the Parties a written Agreement Amendment shall be approved and executed by the Parties.

4.6. **Price Reduction.** Contractor shall offer City a price reduction for its services concurrent with a published price reduction made to other customers.

5. **TERM:**

5.1. The term of the Agreement is **ONE YEAR**, commencing on **OCTOBER 1, 2015** and terminating on **SEPTEMBER 30 2016** unless sooner terminated in accordance with the provisions herein. City reserves the right, at its sole discretion, to extend the Agreement for up to **FOUR (4)** additional terms of **ONE (1) year** each. Additionally, the City may extend the contract for a period of 60 days.

6. **USE OF THIS AGREEMENT:** The Agreement is for the sole convenience of the City of Chandler. City reserves the rights to obtain like services from another source to secure significant cost savings or when timely completion cannot be met by Contractor.

6.1. **Cooperative Use of Agreement.** In addition to the City of Chandler and with approval of the Contractor, this Agreement may be extended for use by other municipalities, school districts and government agencies of the State. A current listing of eligible entities may be found at www.maricopa.gov/materials and then click on 'Contracts', 'S.A.V.E.' listing and 'ICPA'. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

If required to provide services on a school district property at least five (5) times during a month, Contractor shall submit a full set of fingerprints to the school of each person or employee who may provide such service. The District shall conduct a fingerprint check in accordance with A.R.S. 41-1750 and Public Law 92-544 of all Contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the District. Additionally, the Contractor shall comply with the governing body fingerprinting policies of each individual school district/public entity. Contractor, sub-contractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City shall not be responsible for any disputes arising out of transactions made by other agencies who utilize this Agreement.

6.2 **Emergency Purchases:** City reserves the rights to purchase from other sources those items, which are required on an emergency basis and cannot be supplied immediately by the Contractor.

6.3 Non-Exclusive Agreement: This agreement is for the sole convenience of the City of Chandler. The City reserves the right to obtain like goods or services from another source when necessary.

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

7. CITY'S CONTRACTUAL REMEDIES:

7.1. Right to Assurance. If the City in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Agreement, the Agreement Administrator may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the City's option, be the basis for terminating the Agreement in addition to any other rights and remedies provided by law or this Agreement.

7.2. Stop Work Order. The City may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Agreement for period(s) of days indicated by the City after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

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

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

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

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

8. TERMINATION:

8.1 Termination for Convenience: City reserves the right to terminate this Agreement or any part thereof for its sole convenience with thirty (30) days written notice. In the event of such termination, Contractor shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and subcontractors to cease such work. As compensation in full for services performed to the date of such termination, the Contractor shall receive a fee for the percentage of services actually performed. This fee shall be in the amount to be mutually agreed upon by the Contractor and City, based on the agreed Scope of Work. If there is no mutual agreement, the Management Services Director or designee shall determine the percentage of work performed under each task detailed in the Scope of Work and the Contractor's compensation shall be based upon such determination and Contractor's fee schedule included herein.

8.2 Termination for Cause: City may terminate this Agreement for Cause upon the occurrence of any one or more of the following events:

- 1) If Contractor fails to perform pursuant to the terms of this Agreement
- 2) If Contractor is adjudged a bankrupt or insolvent;
- 3) If Contractor makes a general assignment for the benefit of creditors;
- 4) If a trustee or receiver is appointed for Contractor or for any of Contractor's property;
- 5) If Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws;
- 6) If Contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction;

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

8.3. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, City may cancel this Agreement after Agreement execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the City is or becomes at any time while this Agreement or an extension of this Agreement is in effect, an employee of or a consultant to any other party to this Agreement. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.

8.4. Gratuities. City may, by written notice, terminate this Agreement, in whole or in part, if City determines that employment or a Gratuity was offered or made by Contractor or a representative of Contractor to any officer or employee of City for the purpose of influencing the outcome of the procurement or securing this Agreement, an amendment to this Agreement, or favorable treatment concerning this Agreement, including the making of any determination or decision about agreement performance. The City, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by Contractor.

8.5. Suspension or Debarment. City may, by written notice to the Contractor, immediately terminate this Agreement if City determines that Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of an agreement shall attest that the Contractor is not currently suspended or debarred. If Contractor becomes suspended or debarred, Contractor shall immediately notify City.

8.6. Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.

8.7. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

8.8. Availability of Funds for the next Fiscal Year. Funds may not presently be available under this Agreement beyond the current fiscal year. No legal liability on the part of the City for services may arise under this Agreement beyond the current fiscal year until funds are made available for performance of this Agreement. The City may reduce services or terminate this Agreement without further recourse, obligation, or penalty in the event that insufficient funds are appropriated. The City Manager shall have the sole and unfettered discretion in determining the availability of funds.

9. **FORCE MAJEURE:** Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, power failures, or earthquakes.
10. **DISPUTE RESOLUTION:**
- 10.1. **Arizona Law.** This Agreement shall be governed and interpreted according to the laws of the State of Arizona.
- 10.2. **Jurisdiction and Venue.** The parties agree that this Agreement is made in and shall be performed in Maricopa County. Any lawsuits between the Parties arising out of this Agreement shall be brought and concluded in the courts of Maricopa County in the State of Arizona, which shall have exclusive jurisdiction over such lawsuits.
- 10.3. **Fees and Costs.** Except as otherwise agreed by the parties, the prevailing party in any adjudicated dispute relating to this Agreement is entitled to an award of reasonable attorney's fees, expert witness fees and costs including, as applicable, arbitrator fees.
11. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall defend, indemnify and hold harmless City and any of its elected or appointed officials, officers, directors, commissioners, board members, agents or employees from and against any and all allegations, demands, claims, proceedings, suits, actions, damages, including, without limitation, property damage, environmental damages, personal injury and wrongful death claims, losses, expenses (including claim adjusting and handling expenses), penalties and fines (including, but not limited to, attorney fees, court costs, and the cost of appellate proceedings), judgments or obligations, which may be imposed upon or incurred by or asserted against the City by reason of this Agreement or the services performed or permissions granted under it, or related to, arising from or out of, or resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused in whole or part by Contractor, or any of its subcontractors, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, relating to the discharge of any duties or the exercise of any rights or privileges arising from or incidental to this Agreement, including but not limited to, any injury or damages claimed by any of Contractor's and subcontractor's employees.

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

12. **INSURANCE:**

1. General.

- A. At the same time as execution of this Agreement, the Contractor shall furnish the City of Chandler a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to City. Provided, however, the A.M. Best rating requirement shall not be deemed to apply to required Workers' Compensation coverage.
- B. The Contractor and any of its subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.
- C. The insurance requirements set forth below are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.

- D. The City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect Contractor from liabilities that might arise out of the performance of the Agreement services under this Agreement by Contractor, its agents, representatives, employees, subcontractors, and the Contractor is free to purchase any additional insurance as may be determined necessary.
 - E. Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve the Contractor from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement.
 - F. Use of Subcontractors: If any work is subcontracted in any way, the Contractor shall execute a written contract with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of the Contractor in this Agreement. The Contractor is responsible for executing the Agreement with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.
2. Minimum Scope And Limits Of Insurance. The Contractor shall provide coverage with limits of liability not less than those stated below.
- A. *Commercial General Liability-Occurrence Form.* Contractor must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 aggregate. Said insurance must also include coverage for products and completed operations, independent contractors, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying insurance.
 - B. *Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles Vehicle Liability.* Contractor must maintain Business/Automobile Liability insurance with a limit of \$1,000,000 each accident on Contractor owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Agreement. If any Excess or Umbrella insurance is utilized to fulfill the requirements of this paragraph, the Excess or Umbrella insurance must be "follow form" equal or broader in coverage scope than underlying insurance.
 - C. *Workers Compensation and Employers Liability Insurance:* Contractor must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor employees engaged in the performance of work or services under this Agreement and must also maintain Employers' Liability insurance of not less than \$1,000,000 for each accident and \$1,000,000 disease for each employee.
3. Additional Policy Provisions Required.
- A. *Self-Insured Retentions Or Deductibles.* Any self-insured retentions and deductibles must be declared and approved by the City. If not approved, the City may require that the insurer reduce or eliminate any deductible or self-insured retentions with respect to the City, its officers, officials, agents, employees, and volunteers.
 - B. *City as Additional Insured.* The policies are to contain, or be endorsed to contain, the following provisions:
 - 1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: The City, its officers, officials, agents, and

employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, the Contractor including the City's general supervision of the Contractor; Products and Completed operations of the Contractor; and automobiles owned, leased, hired, or borrowed by the Contractor.

2. The Contractor's insurance must contain broad form contractual liability coverage and must not exclude liability arising out of explosion, collapse, or underground property damage hazards ("XCU") coverage.
3. The City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Agreement.
4. The Contractor's insurance coverage must be primary insurance with respect to the City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, agents, and employees shall be in excess of the coverage provided by the Contractor and must not contribute to it.
5. The Contractor's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
6. Coverage provided by the Contractor must not be limited to the liability assumed under the indemnification provisions of this Agreement.
7. The policies must contain a severability of interest clause and waiver of subrogation against the City, its officers, officials, agents, and employees, for losses arising from Work performed by the Contractor for the City.
8. The Contractor, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of 3 years following completion and acceptance of the Work. The Contractor must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this 3 year period containing all the Agreement insurance requirements, including naming the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.
9. If a Certificate of Insurance is submitted as verification of coverage, the City will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the required policies expire during the life of this Agreement, the Contractor must forward renewal or replacement Certificates to the City within 10 days after the renewal date containing all the necessary insurance provisions.
10. By signing this Agreement, the Contractor certifies it is fully aware of Insurance Requirements contained in the Agreement and assures the City of Chandler that it is able to produce the Insurance coverage required.
11. Should the Contractor become unable to produce the Insurance coverage specified within ten working days, the Contractor is fully aware and understands that it may not be considered for further projects by City of Chandler.

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

In the case of the CITY

Agreement Administrator: Housing Proj. Coordinator
 Contact: Wayne McMinn
 Mailing Address: PO Box 4008, MS101
 Physical Address: 235 S. Arizona Ave.
 City, State, Zip: Chandler, AZ
 Phone: 480-782-3204
 FAX: 480-782-3220

In the case of the CONTRACTOR

Firm Name: Goodwill of Central AZ
 Contact: Jenifer Meyers
 Address: 2626 W. Beryl Ave.
 City, State, Zip: Phoenix, AZ 85021
 Phone: 602-535-4183
 FAX: 602-535-4384
Jenifer.meyers@goodwillaz.org

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

14. **CONFLICT OF INTEREST:**

- 14.1. **No Kickback.** Contractor warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no member of the City Council or any employee of the City has any interest, financially or otherwise, in the firm unless this interest has been declared pursuant to the provisions of A.R.S. Section 38-501. Any such interests were disclosed in Contractor's proposal to the City.

- 14.2. **Kickback Termination.** City may cancel any agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the City is, at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a Contractor to any other party to the Agreement with respect to the subject matter of the Agreement. The cancellation shall be effective when written notice from City is received by all other parties, unless the notice specifies a later time (A.R.S. §38-511).

- 14.3. **No Conflict:** Contractor stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this project.

15. **GENERAL TERMS:**

- 15.1. **Ownership.** All deliverables and/or other products of the Agreement (including but not limited to all software documentation, reports, records, summaries and other matter and materials prepared or developed by Contractor in performance of the Agreement) shall be the sole, absolute and exclusive property of City, free from any claim or retention of right on the part of Contractor, its agents, sub-contractors, officers or employees.

- 15.2. **Entire Agreement.** This Agreement, including all Exhibits attached hereto, constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Agreement may not be modified or amended except by a written document, signed by authorized representatives or each party.

- 15.3. **Assignment:** Services covered by this Agreement shall not be assigned in whole or in part without the prior written consent of the City.
- 15.4. **Amendments.** The Agreement may be modified only through a written Agreement Amendment executed by authorized persons for both parties. Changes to the Agreement, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the City in writing or made unilaterally by the Contractor are violations of the Agreement. Any such changes, including unauthorized written Agreement Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Agreement based on such changes.
- 15.5. **Independent Contractor.** The Contractor under this Agreement is an independent Contractor. Neither party to this Agreement shall be deemed to be the employee or agent of the other party to the Agreement.
- 15.6. **No Parole Evidence.** This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- 15.7. **Authority:** Each party hereby warrants and represents that it has full power and authority to enter into and perform this Agreement, and that the person signing on behalf of each has been properly authorized and empowered to enter this Agreement. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

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

FOR THE CITY OF CHANDLER

Mayor

Approved as to form:

City Attorney *[Signature]*

ATTEST:

City Clerk

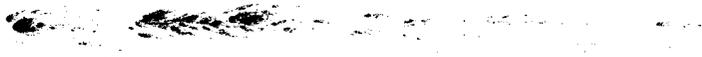
FOR THE CONTRACTOR

By: *[Signature]*
Signature

ATTEST: If Corporation

[Signature]
Secretary

SEAL



**EXHIBIT A
SCOPE OF WORK
PUBLIC HOUSING LANDSCAPING MAINTENANCE SERVICES**

1. STATEMENT OF PURPOSE:

- 1.1. Contractor shall provide landscape maintenance services for the City's Public Housing properties.
- 1.2. HRD owns and maintains five (5) apartment complexes, and 103 single-family homes. This contract includes the annual landscape maintenance of five (5) apartment complexes and landscape services for the scattered single family homes on an as needed basis.

2. SCOPE OF WORK:

2.1. Apartment Sites Tree Pruning (Lot One):

- 2.1.1. Apartment site tree pruning shall be performed one (1) time a year at the five (5) public housing apartment sites in the fall.
- 2.1.2. Prune all trees on the sites in an acceptable and methodical manner, using selective pruning in keeping with good horticultural practices.
- 2.1.3. All trees shall be trimmed a minimum of five (5) feet above roofs, three (3) feet from the face of buildings, eight (8) feet above sidewalks, and 13'-6" above driveways and streets.
- 2.1.4. Pruning shall include the removal of dead, dying, diseased and broken portions; not to exceed 25 feet in height, of each plant.
- 2.1.5. Heavy tree pruning such as for structural and restorative pruning or pruning at heights over 25 feet where climbing gear or man lifts are required shall NOT be included in the annual service agreement. These pruning tasks will be performed on an as needed basis and will be billed separately from the annual contract using specific cost quotes.
- 2.1.6. Additional touch up tree trimming and pruning services may be required throughout the year on an as need basis and will be billed separately from the annual contract using independent cost quotes.

2.2. Apartment Sites Shrub Pruning Lot One):

- 2.2.1. Apartment site shrub pruning shall be performed two (2) times a year at the five (5) public housing apartment sites in the spring and fall.
- 2.2.2. Prune shrubs a minimum of three (3) feet from buildings, one (1) foot from curbs, sidewalks, drives, and parking spaces, or as directed by the Maintenance Supervisor (MS).
- 2.2.3. Prune all shrubs on the sites in an acceptable and methodical manner, using selective pruning in keeping with good horticultural practices.

2.3. Apartment Sites Cleanup (Lot One):

- 2.3.1. Apartment site cleanup shall be performed one (1) time a year at the five (5) public housing apartment sites in conjunction with the fall tree and shrub pruning.
- 2.3.2. Apartment site cleanup shall consist of removing vegetation debris, trimmings, leaves, weeds and trash from the site.
- 2.3.3. Site cleanup includes all landscaped areas, lawns, granite, playgrounds, courts and sidewalks.
- 2.3.4. The asphalt driveways and parking areas are not included.

2.4. Apartment Sites Lawn Mowing (Lot Two):

- 2.4.1. Lawn mowing shall be performed at two (2) of the public housing apartment sites located at 73 S. Hamilton St. and 660 S. Palm Ln.
- 2.4.2. Lawn mowing shall be performed every two (2) weeks starting May 1 and ending November 1 for the apartment sites located at 73 S. Hamilton St. and 660 S. Palm Ln.
- 2.4.3. All turf shall be mowed to not less than 1-1/2" in height and no more than 2" in height. The height of cutting to be maintained consistently to insure against mower burns or gouging.
- 2.4.4. All lawn areas inaccessible to mowing equipment will be trimmed. Care shall be taken with trimmers to avoid damaging tree trunks and property.
- 2.4.5. Prior to mowing, the area shall be cleaned and free of all debris, trash, bottles and miscellaneous litter.
- 2.4.6. Bagging of grass will not be required unless there are piles of grass left after mowing or deemed necessary by the MS.

2.5. Apartment Sites Weed Control (Lot Three):

- 2.5.1. Contractor shall be responsible for keeping the five (5) apartment sites free of weeds and unwanted grass.
- 2.5.2. Contractor shall maintain the areas with herbicides and manual labor as needed.
- 2.5.3. **Pre-Emergent:** One (1) complete applications of Surflan, or approved alternate, applied at a rate of 4 quarts per acre for all sites.
- 2.5.4. **Post-Emergent:** Post emergent herbicides shall be used by the Contractor for weed control as needed at the Contractor's expense.
- 2.5.5. Weeds that exceed 3" in height or diameter shall be manually removed.
- 2.5.6. All dead weeds and chemically controlled weeds shall be removed or raked out.
- 2.5.7. All turf areas shall be treated for weed control in the winter with one (1) application of broadleaf weed control. Any additional turf applications shall be applied at Contractor's expense. Mowing of grass is not considered a weed control measure.
- 2.5.8. Any additional herbicide application needed, other than the required applications of pre-emergent and turf herbicide, shall be the Contractor's responsibility and applied at their own expense.
- 2.5.9. Contractor shall complete and furnish copies of a herbicide Spray Log with the billing invoices to the MS on a monthly basis.
- 2.5.10. No soil sterilants of any type shall be used.

2.6. Additional Landscape Maintenance Services (As Needed):

- 2.6.1. During the term of the contract HRD may require the Contractor to provide additional landscape services on an as needed basis.
- 2.6.2. A scope of work will be determined by the MS and the Contractor shall provide a quote for the cost of services. No work shall be performed prior to approval by the MS.
- 2.6.3. The additional landscape services may include items listed in the scope of work and include tree removal, stump grinding, landscaping installation, tree/shrub planting, palm tree trimming, tree lacing and cactus removal.

2.7. Scattered Single Family Home Yard Maintenance (As Needed):

- 2.7.1. Yard maintenance services on the scattered single family homes typically result from a neglected yard and must be completed expeditiously within three (3) days of notification.
- 2.7.2. Yard maintenance services may include yard cleanup, weed control, mowing, trimming, and irrigation repairs as described in the scope of work. The cost for, "Scattered Home Yard Maintenance" shall be inclusive of all tasks listed.
- 2.7.3. Scattered home yard cleanup shall involve the removal of all debris as directed by the MS, including but not limited to such items as lawn clippings, pruned vegetation, weeds, and trash.
- 2.7.4. Alley cleanup behind the property may be requested and would require the removal of debris within the property lines to the middle of the alley.

2.8. Emergency Landscape Services: Emergency landscape services may be requested for landscape related damage that pose an immediate safety hazard, blocks traffic, restricts the use of sites or causes a similar nuisance. Emergency services typically result from storm damage or fallen trees/branches that require cleanup and removal.

2.9. General Requirements:

- 2.9.1. The MS will work with the Contractor to coordinate the timing and schedule of annual landscape services with the Contractor.
- 2.9.2. The City reserves the right to change the frequency and schedule of landscape services provided in this contract.
- 2.9.3. Contractor shall supply, at Contractor's own expense, all labor, supervision, parts, materials, chemicals, tools, equipment, and transportation necessary to perform all the specified landscape services.
- 2.9.4. Contractor shall comply with applicable federal, state and local laws, ordinances, and codes associated with the specified landscape services.
- 2.9.5. Contractor shall obtain any licenses, permits and certifications required to perform the work specified in this IFB.
- 2.9.6. All Debris resulting from landscape services shall be removed from the City's property and legally disposed of at the end of each work day. Contractor will vacuum or sweep up all remaining debris, leaves, and clippings from sidewalks, parking spaces, driveways, gravel areas, and playgrounds prior to leaving the site.
- 2.9.7. Contractor shall not sweep or blow trash, leaves, clippings, or landscape debris into planters, driveways, parking, and playgrounds, or onto adjacent property.

3. LANDSCAPE SERVICE COSTS:

- 3.1. The annual landscape services for the five (5) apartment sites shall consist of three lots.
 - 3.1.1. **Lot One:** Apartment Sites Cleanup and Apartment Sites Tree and Shrub Pruning
 - 3.1.2. **Lot Two:** Apartment Sites Lawn Mowing
 - 3.1.3. **Lot Three:** Apartment Sites Weed Control
- 3.2. Scattered Single Family Home Yard Maintenance and Additional Landscape Maintenance Services will be quoted by the Contractor on an as needed basis.

- 3.3. Emergency landscape services shall be priced on a per man hour rate for debris cleanup utilizing hand tools typically used for landscape maintenance, cleanup and pruning. In the event special equipment is needed (i.e. backhoe, man lift, crane) a price quote will be provided by the Contractor and must be approved by HRD prior to starting work.
- 3.4. Contractor shall provide proper equipment and tools. HRD will not pay for extra man hours when labor saving devices are readily available to efficiently and effectively provide landscape services as set forth in this contract.

4. PROPERTY LOCATIONS AND DESCRIPTION:

- 4.1. The five (5) apartment sites are located at 130 N. Hamilton St., 210 N. McQueen Rd., 73 S. Hamilton St., 660 S. Palm Ln., and 127 N. Kingston St. See site maps Exhibit H.
- 4.2. With the exception of 660 S. Palm Lane, landscaping services shall cover the entire site within the property boundaries including the landscaped areas between the site wall and the adjacent streets, as shown on the site maps.
- 4.3. At 660 S. Palm Lane, the landscape strip between the west property wall and Nebraska Street shall not be included in the landscape service area.
- 4.4. The Family Investment Center located at 71 S. Hamilton St. shall be included with the 73 S. Hamilton St. apartment site landscape maintenance services described in the Scope of Work (section 2).
- 4.5. The 103 single family homes located within the Chandler City limits.

5. PROCUREMENT AND BILLING:

- 5.1. Routine landscape services shall be billed monthly for work performed.
- 5.2. Non-routine (As Needed) landscape service work shall be performed by the Contractor after receiving written approval for propose/quoted work.
- 5.3. Upon completion of service work, the Contractor shall provide a job ticket signed by the service representative. The ticket shall include, but not be limited to, the following information:
 - 5.3.1. Company name;
 - 5.3.2. Printed name(s) of the personnel performing the work;
 - 5.3.3. Date of service;
 - 5.3.4. Detailed description of the work performed;
 - 5.3.5. Arrival, departure, and total time spent on job.

6. SERVICE HOURS & RESPONSE TIME:

- 6.1. **Regular Service Hours:** Contractor shall provide landscape services Monday through Friday from 8:00 AM to 5:00 PM.
- 6.2. **Response Time for Additional Landscape Services:** Contractor shall respond on-site and start work within three (3) days of receiving a request for services from HRD.
- 6.3. **Emergency Request:** Contractor shall arrive to the property location for emergency service requests within 24 hours after notification by HRD, including weekends and holidays, and start mitigation of the emergency item(s).
- 6.4. **Scattered Single Family Home Yard Maintenance:** Yard maintenance services on the scattered single family homes typically results from a neglected yard and must completed expeditiously within three (3) days of notification. In the event maintenance services are extensive, completion time may be extended at the discretion of the MS.

7. CONTRACTOR QUALIFICATIONS:

- 7.1. Contractor shall have a current Arizona Registrar of Contractors CR-21 Landscaping and Irrigation Systems license.
- 7.2. Contractor shall have a minimum of three (3) years' experience as an Arizona Registrar of Contractors licensed landscaping service Contractor.
- 7.3. Contractor(s) shall comply with all applicable federal, state and local laws, rules, regulations, ordinances and codes and possess any license(s), permits, and certifications required to provide the services under this IFB.

8. QUALITY CONTROL:

- 8.1. Where not more specifically described in any of the contract documents, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved. All work shall be executed by personnel skilled in their respective lines of work.
- 8.2. Contractor shall apply all chemicals, in accordance with all applicable laws, rules, and regulations as well as manufacturer's instructions.
- 8.3. All site chemical applications shall be performed by applicators licensed through Arizona Department of Agriculture, Office of Pest Management (OPM).
- 8.4. Contractor shall only apply chemicals approved and registered by the Environmental Protection Agency and considered safe for use in residential areas by the OPM.
- 8.5. Contractor shall have a program in place to alternate chemical treatments in order to avoid reduction in effectiveness of treatments over time.
- 8.6. Pruning methods shall follow the ISA Western Chapter Pruning Standards for correct pruning.

9. SITE USE AND SAFETY REQUIREMENTS:

- 9.1. The Contractor's employees shall be identified by a company shirt. No employee will be allowed on the City's properties out of uniform.
- 9.2. All vehicles used by the Contractor must be clearly identified with the name of the company and local phone number.
- 9.3. Contractor must take necessary safety precautions to prevent any work related safety hazards for employees, residents and the public while performing work under this contract.
- 9.4. Contractor shall follow OSHA and industry safety standards, and use only industry approved safety equipment in accordance with OSHA and the manufacturer's specifications in the performance of all duties.
- 9.5. Contractor shall be responsible for cleaning, repairing, or replacement of any damage to the City's or resident's property caused by the Contractor while performing work associated with this service agreement.
- 9.6. Any damage to sprinkler or irrigation systems, caused by the Contractor shall be repaired prior to the leaving the site.
- 9.7. City dumpsters and/or resident trash containers shall not be used for disposal of any construction related material.
- 9.8. Contractor can park in visitor spaces; parking in designated spaces is not permitted.

10. HUD MAINTENANCE WAGE RATES DETERMINATION (MWRD): The U.S. Department of Housing and Urban Development (HUD) has determined that, for non-construction maintenance work (work not covered by Davis-Bacon requirements), the Housing Authority (HA) must ensure that Contractors do not pay its employees that perform such work for the HA at a rate less than the rates listed on the HUD MWRD table below. See Exhibit F for copies of the City of Chandler Housing Division's MWRD. Contractor is thereby agreeing to and verifying that he/she will not pay his/her employees at rates less than the following:

10.1. HUD Maintenance Wage Rate Determination for the City of Chandler Housing Division

Classification	HUD Determined Wage Rate	HUD Determined Fringe Benefit
Groundskeeper	\$14.53	\$1.67
Laborer	\$13.22	\$1.52

- 10.2.** The Groundskeeper position performs mowing, trimming, weeding, planting, cultivation, fertilization, watering, and pruning operations, applying fertilizers, herbicides, and pesticides, and perform irrigation repairs.
- 10.3.** The Contractor is not required to submit certified payrolls or pay employees weekly as required by Davis-Bacon and related acts.
- 10.4.** The Housing Division is required to perform periodic checks to verify that employees are being paid at least the wage rates indicated in the HUD MWRD for the work performed under this service contract.

END OF SCOPE OF WORK

**EXHIBIT B
FEE SCHEDULE**

Apartment Sites Annual Landscape Services

ITEM	Unit of Measure	Cost
Lot One: Apartment Sites Tree and Shrub Pruning, and Cleanup (Sections 2.1, 2.2, 2.3)	Annual	\$ 40,545
Lot Two: Apartment Sites Lawn Mowing (Section 2.4)	Annual	\$ 3,849
Lot Three: Apartment Sites Weed Control (Section 2.5)	Annual	\$ 2,885
ADDITIONAL FUNDS FOR UNFORSEEN LANDSCAPE SERVICES AT HOURLY RATES LISTED BELOW		\$15,000
TOTAL		\$ 62,279

Hourly Rates for As Needed Landscape Services

ITEM	Unit of Measure	Cost
Yard & Site Cleanup General	Per Man Hour	\$ 37.00
Scattered Home Yard Maintenance	Per Man Hour	\$ 37.00
Weed Control (manual & chemical)	Per Man Hour	\$ 37.00
Lawn Mowing & Edging	Per Man Hour	\$ 37.00
Tree Trimming & Pruning	Per Man Hour	\$ 37.00
Shrub Trimming	Per Man Hour	\$ 37.00
Irrigation Repair	Per Man Hour	\$ 40.00
Pre-emergent Herbicide	Per 1,000 sq ft	\$ 50.00
Emergency Landscape Services	Per Man Hour	\$ 40.00