



**PURCHASING ITEM  
FOR  
COUNCIL AGENDA**

1. Agenda Item Number:

**25**

2. Council Meeting Date:

January 11, 2007

TO: **MAYOR & COUNCIL**

3. Date Prepared: December 26, 2006

THROUGH: **CITY MANAGER**

4. Requesting Department: Community Services

**5. SUBJECT:** Approve the utilization of City of Scottsdale Contract No. 06PB012 with Desierto Verde, LLC for Native Plant Salvage, Storage and Replanting in an amount not to exceed \$271,300.

**6. RECOMMENDATION:** Recommend the utilization of City of Scottsdale Contract No. 06PB012 with Desierto Verde, LLC for Native Plant Salvage, Storage and Replanting in an amount not to exceed \$271,300.

**7. HISTORICAL BACKGROUND/DISCUSSION:** This contract will provide all labor, materials and equipment necessary to salvage 272 native mesquite trees located at the Mesquite Groves park site. The trees are located where the future Mesquite Groves Aquatic Facility will be built. Construction of the new facility forced the need to salvage or destroy the mature trees. The mature native mesquite trees have an average trunk caliper of 12 inches. The size and maturity of the trees provides an opportunity for use in other parks currently being designed or constructed. Park staff, during the public input process in new park designs, often receives requests for large mature trees to be incorporated in new parks. The cost of large trees often deters staff from planting them in large numbers in a park. The average cost for a large 12 inch caliper tree with installation is \$2000. The price per tree for salvaging and re-planting based on this contract is \$994. The contract provides for 100% survival during the first year or the contractor will replace the trees. Thirty of the trees will be re-planted around the new Mesquite Groves Aquatic Facility. The other trees will be used at Veterans Oasis Park, Desert Breeze new expansion and various neighborhood parks planned for renovation.

**8. EVALUATION PROCESS:** By utilizing the City of Scottsdale Contract No. 06PB012 with Desierto Verde, LLC for Native Plant Salvage, Storage and Replanting the City will realize savings in administrative costs associated with bidding. See attached agreement.

**9. FINANCIAL IMPLICATIONS:**

Funds for this service will be paid through the following Park Capital Improvement Bonds; Desert Breeze Park Expansion 420.4580.0000.6611 \$28,371.91; Existing Neighborhood Park Improvements 420.4580.0000.6611.6PR049 \$20,862.06; Existing Neighborhood Park Improvements 420.4580.0000.6611.7PR042, \$129,775.50; Community Park Development 420.4580.0000.6611.3PR042, \$92,275.34 for a total amount of \$271,300

**10. PROPOSED MOTION:** Move to approve the utilization of the City of Scottsdale Contract No. 06PB012 with Desierto Verde, LLC for Native Plant Salvage, Storage and Replanting in an amount not to exceed \$271,300.

**APPROVALS**

**11. Requesting Department**

Kris Kircher m3  
Kris Kircher, Parks Maintenance Superintendent

**12. Department Head**

Mark M. Eynatten  
Mark M. Eynatten, Community Services Director

**13. Procurement Officer**

Thomas W. North  
Thomas W. North, CPPB

**14. City Manager**

W. Mark Pentz  
W. Mark Pentz

AGREEMENT  
TO PROVIDE SERVICES  
PURSUANT TO CITY OF SCOTTSDALE CONTRACT

This Contract is made and entered into by and between the City of Chandler, Arizona, a municipal corporation, hereinafter called the City, and Desierto Verde, LLC, hereinafter called the CONTRACTOR.

WITNESSETH:

WHEREAS, the CONTRACTOR has contracted with City of Scottsdale to provide Native Plant Salvage, Storage and Replanting #06PB012 (the city of Scottsdale Contract); and

WHEREAS, the City wishes to engage the CONTRACTOR to provide services set forth in the City of Scottsdale Contract; and

WHEREAS, WHEREAS, pursuant to A.R.S. § 41-2632, the City has entered into a cooperative purchasing agreement with the S.A.V.E Cooperative permitting it to engage contractors under the terms of the contract the Contractor entered with the City of Scottsdale.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, it is hereby agreed by and between the City and the CONTRACTOR as follows:

1. Scope of Work. The CONTRACTOR shall provide the following services and materials: For Native Plant Salvage, Storage and Replanting as shown in Exhibit A, attached hereto and incorporated herein by reference and all in accordance with the specifications and details contained in the City of Scottsdale Contract No. 06PB012:
2. Completion of Work. The CONTRACTOR shall complete work in accordance with schedules agreed on between the CONTRACTOR and Parks Operations Division.
3. Payment. The City shall pay CONTRACTOR in an amount not to exceed the sum of Two Hundred Seventy-one Thousand Four Hundred Eighty-five Dollars (\$271,485.00) for the Native Plant Salvage, Storage and Replanting services, in accordance with the unit prices set forth in Exhibit B.
4. Terms of City of Scottsdale Contract Apply. All provisions of the City of Scottsdale Contract are incorporated in and shall apply to this Contract as though fully set forth herein with these exception that any reference to the City of Scottsdale shall be deemed to mean the City. This includes, without limitation, the requirement to name the City as an additional insured.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names this 27 day of Dec, 2006

CITY OF CHANDLER:

By: \_\_\_\_\_  
Mayor

APPROVED AS TO FORM:

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

ATTEST:

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

CONTRACTOR:

By: Kathy Saland  
Title: Contract Manager

ATTEST: (If corporation)

Secretary \_\_\_\_\_

OR

WITNESS: (If individual or Partnership)

Gloria J. Gayles



Exhibit A:  
SCOPE

CONTRACTOR shall salvage, store (if necessary) and replant native plants per inventory table:

SPECIES	SALVAGE	NON-SALVAGE	TOTAL
Blue Palo Verde	25	25	50
Crucifixion Thorn	2	15	17
Native Mesquite	298	422	720
TOTALS	325	462	787

And per drawing No.DV06-413-CS attached at City of Chandler Mesquite Groves Aquatic Center.

The CONTRACTOR shall salvage and relocate plants to onsite holding yard and include water system set-up. The total salvage operation will be completed within 10 weeks from notice to proceed.

Tree Salvage And Cacti Relocation Clarifications:

1. Meetings onsite required by the City of Chandler will be billed at \$65 per hour.
2. CONTRACTOR will need reasonable truck access to the plants designated for salvage and relocation.
3. CONTRACTOR will not be responsible for theft, vandalism, storm damage, fire or other acts of God that adversely affect the boxed trees and relocated saguaro and small cacti. If Desierto Verde is requested to correct problems resulting from the aforementioned occurrences, billing will be made on a time and material basis.
4. The City of Chandler will be responsible to provide barricades and traffic control if needed.
5. CONTRACTOR will not be responsible for any damage (nor repair) done to the existing irrigation system, privately owned utilities and unmarked utilities.
6. City will be responsible for the removal any curb, sidewalk, pavement or any other hardscape that prevents CONTRACTOR from salvaging the trees.
7. The salvage operation will require a minimum of 10 weeks. If required by the City, CONTRACTOR will remove dead plants from the nursery at no additional cost, providing there is an onsite disposal area for the excess dirt, tree stumps and dead branches.
8. If the salvage operation must be completed in less than the 10 required weeks, CONTRACTOR will not guarantee the trees, billing will be made regardless of survival and disposal of the dead trees will be billed on a time and material basis.
9. CONTRACTOR will charge a \$200 mobilization fee for each additional salvage or relocation activity (of less than 30 plants) required by the developer.
10. Partial charges will be made if CONTRACTOR is unable to complete the salvage or relocation operations, due to hard dig conditions, existing underground utilities or any other reason beyond CONTRACTOR's control.
11. The City will be responsible to backfill the holes and remove the trimmings generated from the salvage operation.

Maintenance and Watering Clarifications:

1. Before the completion of the salvage operation, CONTRACTOR will need an onsite holding yard with pressurized water available within 50' of the stored plants. The pressurized water must include the water meter and a faucet, with backflow preventer incorporated, with the sole purpose of watering the salvaged plants in one operation.
2. If pressurized water, as described above, is not available truck watering will begin at the rate of \$600 per trip.
3. If CONTRACTOR is unable to move the plants to the onsite holding yard, truck watering in the field will begin at the rate of \$800 per trip.

4. If the installation of the backflow preventer and faucet occurs after the consolidation of the plants at the onsite holding yard. Kris Kircher (project manager/designee) must be immediately notified so that truck watering can be cancelled and regular drip irrigation maintenance started.
5. Any interruption of the pressurized water service, beyond CONTRACTOR's control, will immediately trigger truck watering. Kris Kircher (project manager/designee) must be immediately notified once service is resumed so that truck watering can be cancelled.
6. Interruption of the pressurized water service for over one week will terminate CONTRACTOR's guarantee.
7. The monthly maintenance does not include the cost of the water. Monthly maintenance fees are due 30 days after billing.

Replant Clarifications:

1. CONTRACTOR recommends that boxed plants be replanted within one year after salvage. If left boxed longer than one year, their health will deteriorate. CONTRACTOR will not be held responsible for the condition of the plant material left in the holding yard after one year.
2. If CONTRACTOR is required to move or replant trees that have been in the holding yard for more than one year, extra charges may be made to rebox or reband the tree boxes before moving the trees.
3. Although CONTRACTOR always calls blue stake prior to any planting operation, some areas do not get marked. Planting in these unmarked areas will only occur if the trees and saguaro locations are staked by the City. Any damage done to unmarked underground utilities, and any additional costs incurred by CONTRACTOR, because of damaged, unmarked utilities, will be the responsibility of the owner or City of Chandler.
4. It is imperative that, prior to their replanting, the salvaged trees show evidence of new growth and that their rootball solidity and develop new roots. Replanting of the boxed trees should never occur less than four weeks following their salvage. Therefore, a rushed replanting operation will void CONTRACTOR's guarantee.
5. Determining the planting locations of the trees and cacti designated for replant must be done with the City of Chandler's representative so that issues related to access, underground utilities, coordination with other contractors, timing, etc., can be addressed.
6. Any down time, beyond CONTRACTOR's control, that interferes with any phase of the planting operation will be charged to the City.
7. Additional charges will be made if the planting locations are changed by the City of Chandler's representative, after the work is already in progress.
8. Additional charges will be made if CONTRACTOR is required to rope off tree holes during the replant operation.
9. Additional charges will be made if CONTRACTOR is required to excavate the replant holes by hand.
10. Additional charges will be made if CONTRACTOR is required to use a jackhammer or ram hoe to excavate the replant holes.
11. The prices for replanting presume reasonable wheel loader access to set the boxed trees. Additional charges will be made if the use of a crane is required to set the boxed trees, or if the client requires a "special" scheduled setting of the trees.
12. If it is necessary to cross sidewalks, curbs, driveways or freshly surfaced areas with a backhoe, loader or other heavy equipment to replant or set trees, CONTRACTOR will not be responsible for any damage done to such improvements.
13. Proper planting depth is imperative for the long term viability of the replanted tree. Therefore, any alteration of the grade following planting will not only adversely affect the health of the tree, but also void all guarantees.
14. Excess dirt generated by digging the replant hole will be distributed in the immediate area around the plant.
15. There is no setup fee for the initial replanting of the material. However, CONTRACTOR will charge a \$200 mobilization fee for each additional planting activity required by the City of Chandler.
16. CONTRACTOR will truck water the trees for one week, free of charge, after they have been replanted. Additional charges at the rate of \$700 per trip will be made if CONTRACTOR is required to continue truck watering after the one week.

Salvage Guarantee:

CONTRACTOR disclaims any minimum survival rate conditions attached to any City's native plant salvage permit. If like size replacements are required, we will apply a credit equivalent to the value of the replacement tree towards the purchase of the City required tree, from CONTRACTOR's nursery.

Billing will be made regardless of ultimate survival. However, CONTRACTOR will share in the risk by replace 100% of the trees that fail to survive boxing, as per the following "Replacement Tree Schedule".

The nursery grown replacement trees will be delivered to the site by CONTRACTOR, free of charge during the replant operation. No replacement tree(s) will be supplied after the replant operation is completed.

Please note that tree salvage is a service that, when successful, yields a tree at almost half the price of its wholesale cost. For that reason, the replacement tree will always be smaller than the salvaged tree.

Condition:

Because proper care and handling is essential to the survival of boxed trees, our guarantee will be terminated when non- CONTRACTOR personnel moves, waters or maintains the salvaged plant material.

Replant Guarantee:

CONTRACTOR will bill for the replant prices shown after the plants have been replanted. If watered adequately by drip irrigation and if CONTRACTOR's watering recommendations are followed (watering schedule enclosed), these plants will be guaranteed to survive for one year after replanting. Should any of these plants fail to survive for the one year, it will be replaced as per the following "Replacement Tree Schedule" (assumes backhoe and wheel loader access – excludes crane services).

<b>REPLACEMENT TREE SCHEDULE</b>			
Trees That Fail To Survive Salvage	Nursery Grown Replacements	Trees That Fail To Survive Within 1 Year Of Replant	Nursery Grown Replacement
BOX SIZE	BOX SIZE	BOX SIZE	BOX SIZE
36"	24"	36"	24"
42"	24"	42"	24"
48"	24"	48"	24"
54"	24"	54"	36"
60"	36"	60"	36"
66"	36"	66"	36"
72"	36"	72"	42"
78"	42"	78"	48"

**Exhibit B:  
Pricing:**

**A. SALVAGE AND RELOCATION TO ONSITE HOLDING YARD:**

	DESCRIPTION	QTY	UNIT PRICE	TOTALS
1.	Salvage 272 trees totaling	3,315 caliper inches @	\$44.00	\$145,860.00
2.	Salvage Blue Palo Verde (#703)	1	\$1,900.00	\$1,900.00
3.	Crane & semi estimated (cost plus 10%)	1	\$800.00	\$800.00
4.	Water system set-up at the holding yard for above salvage and relocated plant material (Meter, faucet with backflow preventer and deposit not included).			<u>\$2,200.00</u>
			Subtotal	\$150,760.00
			Sales Tax	<u>\$ 7,643.54</u>
			<u>Salvage and relocation total, excluding maintenance and plant care</u>	<u>\$158,403.54</u>

**B. MAINTENACE AND PLANT CARE: (Billed Monthly)**

	DESCRIPTION	QTY	UNIT PRICE	TOTALS
1.	Maintenance and plant care at onsite holding yard	12 months	\$1,400.00	\$16,800.00

**C. REPLANT AND RELOCATION INTO LANDSCAPEING**

	DESCRIPTION	QTY	UNIT PRICE	TOTALS
1.	Replant 272 trees totaling	3,315 caliper inches	\$27.00 per inch	\$89,505.00
2.	Replant 78" box Blue Palo Verde (#703)	1 specimen	\$1,140.00	\$1,140.00
3.	Crane & semi estimated (cost plus 10%)	1	\$800.00	\$800.00
			Subtotal	\$91,445.00
			Sales Tax	<u>\$ 4,636.27</u>
			<u>Replant Total</u>	<u>\$96,081.27</u>

		<b>GRAND TOTAL AREAS A,B &amp; C</b>		<u>\$271,284.81</u>
1.	One time Mobilization Fee			<u>\$200.00</u>
		<b>GRAND TOTAL AREAS A,B &amp; C plus mobilization fee</b>		<u>\$271,484.81</u>