

Add info # 23

BID TAB
PARKS & FACILITIES LANDSCAPE MAINTENANCE
Proposal No. CS9-988-2708

MAY 14 2009

	Area 1	Area 2	Area 3	TOTAL BID
Somerset Landscape Maintenance	\$50,870.00	\$71,830.00	\$3,200.00	\$125,900.00
Pacheco Brothers Gardening Inc	\$57,484.00	\$93,352.00	\$5,880.00	\$156,716.00
Bela Contracting LLC	\$62,514.00	95,008.00	\$4,390.00	\$161,912.00
Mariposa Landscape Arizona	\$64,606.00	\$90,154.00	\$8,310.00	\$163,070.00
Agave Environmental Contracting Inc	\$50,085.42	\$113,761.80	\$7,864.90	\$171,712.12
ISS Grounds Control Inc	\$69,933.94	\$99,569.68	\$5,468.80	\$174,972.42
Desert Glen Commercial Landscape Group	\$62,512.88	\$100,804.04	\$14,627.60	\$177,944.52
The Groundskeeper	\$55,960.00	\$113,724.00	\$8,580.00	\$178,264.00
Artistic Land Management <i>Current</i>	\$85,222.14	\$122,114.42	\$9,891.36	\$217,227.92
Desierto Verde Landscape	\$59,096.00	\$149,954.00	\$12,630.00	\$221,680.00
Basin Tree Services dba United Right of Way	\$98,020.00	\$137,480.00	\$20,816.00	\$256,316.00



**PURCHASING ITEM
FOR
COUNCIL AGENDA
CS09-247**

1. Agenda Item Number:

23

2. Council Meeting Date:
May 14, 2009

TO: MAYOR & COUNCIL

3. Date Prepared: April 13, 2009

THROUGH: CITY MANAGER

4. Requesting Department: Community Services

5. SUBJECT: Award Agreement No. CS9-988-2708 to Somerset Landscape Maintenance for Parks and Facilities Landscape Maintenance Service, for two (2) years in an amount not to exceed \$130,000.00 per year.

6. RECOMMENDATION: Recommend award of Agreement No. CS9-988-2708 to Somerset Landscape Maintenance for Parks and Facilities Landscape Maintenance Service, for two (2) years in an amount not to exceed \$130,000.00 per year.

7. HISTORICAL BACKGROUND/DISCUSSION: This Agreement includes the landscape maintenance of various city facilities administered by the Parks Division. They include all Fire Stations and training facilities, Desert Breeze Police Substation, Price House and Paseo Vista Recreation Area's right-of-way, City pools, special use paths (Paseo & Ashley Park) and Chandler Park-N-Ride. Maintenance responsibilities included in this Agreement are: mowing, trash control, weed control, tree and shrub pruning.

8. EVALUATION PROCESS: The City issued a Request for Proposals for landscape maintenance services at various City facilities. Eleven vendors responded to the solicitation. The selection process was conducted in accordance with established City policies and procedures. The evaluation committee determined Somerset Landscape Maintenance as the lowest responsive, responsible bidder. The amount requested is a \$40,000.00 savings from last year's pricing. Initial term of the Agreement will be two-years, June 1, 2009 through May 31, 2011 with the option to renew up to three additional one-year periods.

Somerset Landscape is a Chandler business and in accordance with the City's sustainability efforts they will be chipping and mulching all green waste generated under this contract.

9. FINANCIAL IMPLICATIONS: Funds for this service will be from the General Fund, Parks Maintenance for Buildings and Grounds Repair and Maintenance, account number 101.4530.0000.5410 in the amount of \$126,000.00 and General Fund, Transit Services for Other Equipment Repair and Maintenance, account number 101.3340.0000.5419 in the amount of \$ 4,000.00 for the total amount of \$130,000.00.

10. PROPOSED MOTION: Move to award Agreement No. CS9-988-2708 to Somerset Landscape Maintenance for Parks and Facilities Landscape Maintenance Service, for two (2) years in an amount not to exceed \$130,000.00 per year.

APPROVALS

11. Requesting Department

Kris Kircher, Parks & Facilities Maintenance Manager

12. Department Head

Mark M. Eynatten, Community Services Director

13. Procurement Officer

Sharon Brause, CPPB; CPCP

14. City Manager

W. Mark Pentz

**CITY OF CHANDLER SERVICES AGREEMENT
PARKS & FACILITIES LANDSCAPE MAINTENANCE
AGREEMENT NO.: CS9-988-2708**

THIS AGREEMENT is made and entered into this _____ day of _____, 200____, 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 Contract Compliance Inspector /designee (Contract Administrator), to provide the services required by this Agreement.

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

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

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

2. SCOPE OF WORK: CONTRACTOR shall perform landscape maintenance services all as more specifically set forth in the Scope of Work, labeled Exhibit B, attached hereto and made a part hereof by reference and as set forth in the Specifications and details included therein.

2.1. Non-Discrimination. The CONTRACTOR shall comply with State Executive Order No. 99-4 and all other applicable City, State and Federal laws, rules and regulations, including the Americans with Disabilities Act.

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

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

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

2.4.1 Pursuant to the provisions of A.R.S. § 41-4401, the Contractor hereby warrants to the City that the Contractor and each of its subcontractors ("Subcontractors") will comply with all Federal Immigration

laws and regulations that relate to the immigration status of their employees and the requirement to use E-Verify set forth in A.R.S. §23-214(A) (hereinafter "Contractor Immigration Warranty").

- 2.4.2 A breach of the Contractor Immigration Warranty (Exhibit A) shall constitute a material breach of this Contract that is subject to penalties up to and including termination of the contract.
- 2.4.3 The City retains the legal right to inspect the papers of any Contractor or Subcontractor employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. The Contractor agrees to assist the City in the conduct of any such inspections.
- 2.4.4 The City may, at its sole discretion, conduct random verifications of the employment records of the Contractor and any Subcontractors to ensure compliance with Contractors Immigration Warranty. The Contractor agrees to assist the City in performing any such random verification.
- 2.4.5 The provisions of this Article must be included in any contract the Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.
- 2.4.6 In accordance with A.R.S. §35-393.06, the Contractor hereby certifies that the Offeror does not have scrutinized business operations in Iran.
- 2.4.7 In accordance with A.R.S. §35-391.06, the Contractor hereby certifies that the Offeror does not have scrutinized business operations in Sudan.
- 3. **ACCEPTANCE AND DOCUMENTATION:** Each task shall be reviewed and approved by the Contract Administrator to determine acceptable completion.
 - 3.1. **Records.** The CONTRACTOR shall retain and shall contractually require each SUBCONTRACTOR to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract.
 - 3.2. **Audit.** At any time during the term of this Contract and five (5) years thereafter, the CONTRACTOR'S or any SUBCONTRACTOR'S books and records shall be subject to audit by the City to the extent that the books and records relate to the performance of the Contract or Subcontract. Upon request, the CONTRACTOR shall produce a legible copy of any or all such records.
 - 3.3. **New/Current Products.** All equipment, materials, parts and other components incorporated in the work or services performed pursuant to this Contract shall be new, or the latest model and of the most suitable grade for the purpose intended. All work shall be performed in a skilled and workmanlike manner.
 - 3.4. **Property of CITY.** Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of CITY. CONTRACTOR is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. CONTRACTOR shall not use or release these materials without the prior written consent of CITY.
 - 3.5. **PRICE:** CITY shall pay to CONTRACTOR an amount not to exceed One Hundred Thirty Thousand Hundred Dollars (\$130,000) per year for the completion of all the work and services described herein, which sum shall include all costs or expenses incurred by CONTRACTOR, payable as set forth in Exhibit C, attached hereto and made a part hereof by reference.

4. TAXES

- 4.1. **CONTRACTOR** shall be solely responsible for any and all tax obligations, which may result out of the **CONTRACTOR'S** performance of this Agreement. The **CITY** shall have no obligation to pay any amounts for taxes, of any type, incurred by the **CONTRACTOR**.
- 4.2. **Payment.** A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or completion of specified services and receipt of a correct invoice.
- 4.3. **Estimated Quantities.** The quantities shown on Exhibit C (the Price List) are estimates only, based upon available information. Payment shall be based on actual quantities and there is no guarantee that any certain quantity shall be required by **CITY**. **City** reserves the right to increase or decrease the quantities actually required.
- 4.4. **IRS W-9 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 (Annual).** All prices offered herein shall be firm against any increase for one (1) year from the effective date of the Contract. Prior to commencement of subsequent renewal terms, **CITY** will entertain a fully documented request for price adjustment. The requested increase shall be based upon a cost increase to **CONTRACTOR** that was clearly unpredictable at the time the Contract was executed directly correlated to the price of the product concerned.
- 4.6. **Acceptance by City.** **CITY** reserves the right to accept or reject the request for a price increase. If **CITY** approves the price increase, the price shall remain firm for the renewal term for which it was requested. If a price increase is agreed upon a written Contract Amendment must be approved and executed by the Parties.
- 4.7. **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 Contract is **two (2) years** (s), commencing on the June 1st, 2009 and terminating on May 31, 2011 unless sooner terminated in accordance with the provisions herein. **CITY** reserves the right, at its sole discretion, to extend the Contract for up to **three (3)** additional terms of one year each. **CITY** reserves the right, at its sole discretion, to extend the Contract for up to sixty (60) days.
6. **USE OF THIS CONTRACT:** The Contract is for the sole convenience of the City of Chandler. **CITY** reserves the rights to obtain like services from another source to secure significant cost savings or when timely completion cannot be met by **CONTRACTOR**.
 - 6.1. **Cooperative Use of Contract.** In addition to the City of Chandler and with approval of the **CONTRACTOR**, this Contract 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.
 - 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**.
7. **CITY'S CONTRACTUAL REMEDIES:**
 - 7.1. **Right to Assurance.** If the City in good faith has reason to believe that the **CONTRACTOR** does not intend to, or is unable to perform or continue performing under this Contract, the Contract Administrator may demand in writing that the **CONTRACTOR** give a written assurance of intent to perform. Failure

by the CONTRACTOR to provide written assurance within the number of Days specified in the demand may, at the City's option, be the basis for terminating the Contract in addition to any other rights and remedies provided by law or this Contract.

- 7.2. Stop Work Order.** The City may, at any time, by written order to the CONTRACTOR, require the CONTRACTOR to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the City after the order is delivered to the CONTRACTOR. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the CONTRACTOR shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
- 7.3.** If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the CONTRACTOR shall resume work. The Contract Administrator shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- 7.4. Non-exclusive Remedies.** The rights and the remedies of the City under this Contract are not exclusive.
- 7.5. Nonconforming Tender.** Services and materials supplied under this Contract shall fully comply with Contract requirements and specifications. Services or materials that do not fully comply constitute a breach of contract.
- 7.6. Right of Offset.** The City shall be entitled to offset against any sums due CONTRACTOR, any expenses or costs incurred by the City, or damages assessed by the City concerning the CONTRACTOR'S non-conforming performance or failure to perform the Contract, including expenses to complete the work and other costs and damages incurred by CITY.

8. TERMINATION:

- 8.1 Termination for Convenience:** CITY reserves the right to terminate this Agreement or any part thereof for its sole convenience with thirty (30) days written notice. In the event of such termination, CONTRACTOR shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and 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. Alternate Dispute Resolution. REQUIREMENT FOR ALTERNATIVE DISPUTE RESOLUTION:** Notwithstanding anything to the contrary provided elsewhere in the Agreement documents, the alternate dispute resolution (ADR) process provided herein shall be the exclusive initial means for resolution of claims or disputes and other matters in question between CITY and CONTRACTOR arising out of, or relating to the Agreement documents, interpretation of the Agreement, or the performance or the breach by any party thereto, including but not limited to, original claims or disputes asserted as cross claims, counterclaims, third party claims or claims for indemnity or subrogation, in any threatened or ongoing litigation or arbitration with third parties, if such disputes involve parties to Agreements containing this ADR provision.

A. INTERNAL RESOLUTION PROCESS

1. **Notice:** CONTRACTOR shall submit written notice of any claim or dispute to the Purchasing Manager within thirty (30) days of the occurrence, event or disputed response from CITY for immediate resolution pursuant to these provisions. Each claim or dispute shall be submitted and resolved as they occur and not postponed until the end of the Agreement nor lumped together with other pending claims.
2. **Forfeiture:** Failure to submit a notice of any claim, dispute, or other issue within such thirty (30) days shall constitute CONTRACTOR'S forfeiture of its right to dispute the issue, raise the claim or make the request and shall also constitute CONTRACTOR'S agreement and acceptance of CITY'S position.
3. **CITY Response:** The Agreement Administrator will provide to CONTRACTOR a written response to any claim, request for clarification or dispute on or before thirty (30) days from receipt of CONTRACTOR'S written claim.
4. **Appeal:** If CONTRACTOR disagrees with the response of the Purchasing Manager, within fifteen days of the date of the response by the Agreement Administrator, CONTRACTOR shall file with the Assistant Management Services Director, written notice of appeal. The Purchasing Manager shall provide copies of all relevant information concerning the Agreement and claim or dispute to the Assistant Management Services Director who will determine the appeal. The Assistant Management Services Director may request additional information from either party, may hold an informal informational hearing or may make the determination based on the information provided. The Assistant Management Services Director shall make a final determination of the appeal and provide written notice to CONTRACTOR within sixty (60) days from the date of CONTRACTOR'S written notice of appeal.

B. ARBITRATION

1. **Arbitration:** If CONTRACTOR is not satisfied with the determination of the Assistant Management Services Director, the following binding arbitration procedure shall serve as the exclusive method to resolve all unresolved disputes in which the claims are for \$500,000 or less except for errors of law which may be appealed if an award exceeds \$100,000 and is based on an error of law . If CONTRACTOR chooses not to accept the decision of the Assistant Management Services Director, CONTRACTOR shall notify the Agreement Administrator in writing within ten (10) business days of receipt of the Assistant Management Services Director's decision of a request for arbitration. The CONTRACTOR shall post a cash bond with the Arbitrator in the amount of \$5,000, or a greater amount as determined by the Arbitrator, that will defray the cost of the arbitration as set forth in paragraph E, Fees and Costs, and proceeds from said bond shall be allocated in accordance with said paragraph by the Arbitrator.
2. **Arbitration Panel:** The Arbitration Panel shall consist of the arbitrators selected by the parties involved in the dispute, (i.e., CITY will select one arbitrator, CONTRACTOR will select one arbitrator, and any other CONTRACTOR who has a Agreement with CITY which contains this ADR provision and is a party to the same dispute will also select an arbitrator), and the foregoing arbitrators shall select a neutral Arbitrator who will hear the matter and make a final determination, as set forth herein.
3. **Expedited Hearing:** The parties have structured this procedure with the goal of providing for the prompt and efficient resolution of all disputes falling within the purview of this ADR process. To that end, any party can petition the Arbitrator to set an expedited hearing if circumstances justify it. The Arbitrator shall contact the parties and schedule the arbitration at the earliest possible date. In any event, the hearing of any dispute not expedited will commence as soon as practical, but in no event later than sixty (60) days after notification of request for arbitration having been submitted. This deadline can be extended only with the consent of all the parties to the dispute, or by decision of the Arbitrator upon a showing of emergency circumstances.

4. **Procedure:** The Arbitrator shall conduct the hearing that will resolve disputes in a prompt, cost efficient manner giving due regard to the rights of all parties. Each party shall supply to the Arbitrator a written pre-hearing statement, which shall contain a brief statement of the nature of the claim or defense, a list of witnesses and exhibits, a brief description of the subject matter of the testimony of each witness who will be called to testify, and an estimate as to the length of time that will be required for the arbitration hearing. The Arbitrator shall determine the nature and scope of discovery, if any, and the manner of presentation of relevant evidence consistent with the deadlines provided herein, and the parties' objective that disputes be resolved in a prompt and efficient manner. The Arbitrator, upon proper application, shall issue such orders as may be necessary and permissible under law to protect confidential, proprietary, or sensitive materials or information from public disclosure or other misuse. Any party may make application to the Maricopa County Superior Court to have a protective order entered as may be appropriate to conform to such orders of the Arbitrator.
5. **Hearing Days:** To effectuate the parties' goals, the hearing once commenced, will proceed from business day to business day until concluded, absent a showing of emergency circumstances.
6. **Award:** The Arbitrator shall within ten (10) days from the conclusion of any hearing issue its award. The award shall include an allocation of fees and costs pursuant to the Binding Arbitration Procedure paragraph herein. Any award providing for deferred payment shall include interest at the rate of ten (10%) percent per annum. The award is to be rendered in accordance with the Agreement and the laws of the State of Arizona.
7. **Scope of Award:** The Arbitrator shall be without authority to award punitive damages, and any such punitive damage award shall be void. The Arbitrator shall also be without authority to issue an award against any individual party in excess of \$500,000, exclusive of interest, arbitration fees, costs, and attorney's fees. If an award is made against any individual party in excess of \$50,000, exclusive of interest, arbitration fees, costs and attorneys' fees, it must be supported by written findings of fact, conclusions of law and statement as to how damages were calculated.
8. **Jurisdiction:** The Arbitrator shall not be bound for jurisdictional purposes by the amount asserted in any party's claim, but shall conduct a preliminary hearing into the question of jurisdiction upon application of any party at the earliest convenient time, but not later than the commencement of the arbitration hearing.
9. **Entry of Judgment:** Any party can make application to the Maricopa County Superior Court for confirmation of any award and for entry of judgment on it.
10. **Severance and Joinder:** To reduce the possibility of inconsistent adjudications, the Arbitrator, may at the request of any party, join and/or sever parties, and/or claims arising under other Agreements containing this ADR provision, and the Arbitrator may, on his own authority, join or sever parties and/or claims subject to this ADR process as they deem necessary for a just resolution of the dispute, consistent with the parties' goal of the prompt and efficient resolution of disputes. Nothing herein shall create the right by any party to assert claims against another party not recognized under the substantive law applicable to the dispute. The Arbitrator is not authorized to join to the proceeding parties not in privity with CITY.

C. APPEAL TO MARICOPA COURTS: Any party may appeal errors of law by the Arbitrator if, but only if, the errors arise in an award in excess of \$100,000; the exercise by the Arbitrator of any powers contrary to or inconsistent with the Agreement; or any of the grounds provided in A.R.S. 12-1512. Appeals shall be to the Maricopa County Superior Court within fifteen (15) days of entry of the award. The standard of review in such cases shall be that applicable to the consideration of a motion for judgment notwithstanding the verdict, and the Maricopa County Superior Court shall have the authority to confirm, vacate, modify or remand an award appealed under this section.

D. UNIFORM ARBITRATION ACT: Except as otherwise provided herein, binding arbitration pursued under this provision shall be governed by the Uniform Arbitration Act as enacted in Arizona in A.R.S. 12-1501, et. seq.

E. FEES AND COSTS: Each party shall bear its own fees and costs in connection with any internal dispute resolution procedure. All fees and costs associated with any arbitration before the Arbitrator, including without limitation, the Arbitrator's fees, the prevailing party's attorneys' fees, expert witness fees and costs, will be paid by the non-prevailing party, except as provided for herein. The determination of prevailing and non-prevailing parties, and the appropriate allocation of fees and costs, will be included in the award by the Arbitrator.

F. EQUITABLE LITIGATION: Notwithstanding any other provision of ADR to the contrary, any party may petition the Maricopa County Superior Court for interim equitable relief as necessary to preserve the status quo and prevent immediate and irreparable harm to a party or to ongoing work pending resolution of a dispute pursuant to ADR provided for herein. No court may order any permanent injunctive relief except as may be necessary to enforce an order or award entered by the Arbitrator. The fees and costs incurred in connection with any such equitable proceeding shall be determined and assessed in pursuant to the Alternative Dispute Resolution provisional of this Agreement.

11. INDEMNIFICATION: To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless the City of Chandler, its Mayor and Council, appointed boards and commissions, officials, officers, employees individually and collectively; from and against all losses, claims, suits, actions, payments and judgments, demands, expenses, damages, including consequential damages and loss of productivity, attorney's fees, defense costs, or actions of any kind and nature relating to, arising out of, or alleged to have resulted from CONTRACTOR'S work or services. CONTRACTOR'S duty to defend, hold harmless and indemnify the City of Chandler, its Mayor and Council, appointed boards and commissions, officials, officers, employees shall arise in connection with any claim or amounts arising or recovered under Worker Compensation Laws, damage, loss or expenses relating to, arising out of or alleged to have resulted from any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of CONTRACTOR, anyone directly or indirectly employed by them or anyone for whose acts CONTRACTOR may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including the City of Chandler. IT IS THE INTENTION OF THE PARTIES to this contract that the City of Chandler, its Mayor and Council, appointed boards and commissions, officials, officers, employees, individually and collectively, are to be indemnified against their own negligence unless and except their negligence is found to be the sole cause of the injury to persons or damages to property. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

12. INSURANCE:

12.1. Insurance Representations and Requirements:

A. CONTRACTOR, at its own expense, shall purchase and maintain insurance of the types and amounts required in this section, with companies possessing a current A.M. Best, Inc. rating of B++6, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to CITY.

- B. Policies written on a "Claims made" basis are not acceptable without written permission from the City's Risk Manager.
- C. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of CITY, constitute a material breach of this Agreement and may result in termination of this contract.
- D. If any of the insurance policies are not renewed prior to expiration, payments to the CONTRACTOR may be withheld until these requirements have been met, or at the option of the City, the City may pay the Renewal Premium and withhold such payments from any monies due the CONTRACTOR.
- E. All insurance policies, except Workers' Compensation required by this Agreement, and self-insured retention or deductible portions, shall name, to the fullest extent permitted by law for claims arising out of the performance of this contract, the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insureds.
- F. CONTRACTOR'S insurance shall be primary insurance over any insurance available to the CITY and as to any claims resulting from this contract, it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the described insurance.
- G. The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against CITY, its agents, representatives, officers, directors, officials and employees for any claims arising out of CONTRACTOR'S acts, errors, mistakes, omissions, work or service.
- H. The insurance policies may provide coverage, which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall be assumed by and be for the account of, and at the sole risk of CONTRACTOR. CONTRACTOR shall be solely responsible for the deductible and/or self-insured retention. The amounts of any self-insured retentions shall be noted on the Certificate of Insurance. CITY, at its option, may require CONTRACTOR to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit. Self-insured retentions (SIR) in excess of \$25,000 will only be accepted with the permission of the Management Services Director/Designee.
- I. All policies and certificates shall contain an endorsement providing that the coverage afforded under such policies shall not be reduced, canceled or allowed to expire until at least thirty (30) days prior written notice has been given to CITY.
- J. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the CONTRACTOR with reasonable promptness in accordance with the CONTRACTOR'S information and belief.
- K. In the event that claims in excess of the insured amounts provided herein, are filed by reason of any operations under this contract, the amount of excess of such claims, or any portion thereof, may be withheld from payment due or to become due the CONTRACTOR until such time as the CONTRACTOR shall furnish such additional security covering such claims as may be determined by the CITY.

12.2. Proof of Insurance – Certificates of Insurance

- A. Prior to commencing work or services under this Agreement, CONTRACTOR shall furnish to CITY Certificates of Insurance, issued by CONTRACTOR'S insurer(s), as evidence that policies providing the

required coverages, conditions and limits required by this Agreement are in full force and effect and obtain from the City's Risk Management Division approval of such Certificates.

- B. If a policy does expire during the life of this Agreement, a renewal certificate must be sent to the City of Chandler five (5) days prior to the expiration date.
- C. All Certificates of Insurance shall identify the policies in effect on behalf of CONTRACTOR, their policy period(s), and limits of liability. Each Certificate shall include the job site and project number and title. Coverage shown on the Certificate of Insurance must coincide with the requirements in the text of the contract documents. Information required to be on the certificate of Insurance may be typed on the reverse of the Certificate and countersigned by an authorized representative of the insurance company.
- D. REQUIRED CITY reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. CITY shall not be obligated, however, to review same or to advise CONTRACTOR of any deficiencies in such policies and endorsements, and such receipt shall not relieve CONTRACTOR from, or be deemed a waiver of CITY'S right to insist on, strict fulfillment of CONTRACTOR'S obligations under this Agreement.

12.3. Coverage

- A. Such insurance shall protect CONTRACTOR from claims set forth below which may arise out of or result from the operations of CONTRACTOR under this Contract and for which CONTRACTOR may be legally liable, whether such operations be by the CONTRACTOR or by a SUBCONTRACTOR by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Coverage under the policy will be at least as broad as Insurance Services Office, Inc., policy form CG00011093 or equivalent thereof, including but not limited to severability of interest and waiver of subrogation clauses.
- B. Claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
- C. Claims for damages because of bodily injury, occupational sickness or disease, or death of the CONTRACTOR'S employees;
- D. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the CONTRACTOR'S employees;
- E. Claims for damages insured by usual personal injury liability coverage;
- F. Claims for damages, other than to Work itself, because of injury to or destruction of tangible property, including loss of use resulting there from;
- G. Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; Coverage will be at least as broad as Insurance Service Office, Inc., coverage Code "I" "any auto" policy form CA00011293 or equivalent thereof.
- H. Claims for bodily injury or property damage arising out of completed operations;
- I. Claims involving contractual liability insurance applicable to the CONTRACTOR'S obligations under the Indemnification Agreement;
- J. Claims for injury or damages in connection with one's professional services;
- K. Claims involving construction projects while they are in progress. Such insurance shall include coverage for loading and off loading hazards. If any hazardous material, as defined by any local, state or federal authorities are to be transported, MCS 90 endorsement shall be included.

- 12.4. Commercial General Liability - Minimum Coverage Limits.** The Commercial General Liability insurance required herein shall be written for not less than \$500,000 limits of liability. Any combination between general liability and excess general liability alone amounting to a minimum of \$2,000,000 per occurrence (or 10% per occurrence) and an aggregate of \$5,000,000 (or 20% whichever is greater) in coverage will be acceptable. The Commercial General Liability additional insured endorsement shall be as broad as the Insurance Services, Inc's (ISO) Additional Insured, Form B, CG 20101001, and shall include coverage for CONTRACTOR'S operations and products, and completed operations.
- 12.5. Automobile Liability.** CONTRACTOR shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any owned, hired, and non-owned vehicles assigned to or used in performance of the CONTRACTOR'S work. Coverage shall be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof).
- 12.6. Worker's Compensation and Employer's Liability.** CONTRACTOR shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over CONTRACTOR'S employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease coverage for each employee, and \$1,000,000 disease policy limit.

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

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

In the case of the CITY		In the case of the CONTRACTOR	
Contract Administrator:	<u>Parks Operations</u>	Firm Name:	<u>Somerset Landscape Maint. Inc.</u>
Contact:	<u>Brad Van Auken</u>	Contact:	<u>Brian Lemmermann</u>
Mailing Address:	<u>PO Box 4008 – MS 906</u>	Address:	<u>19051 S Arizona Ave</u>
Physical Address:	<u>249 E Chicago St</u>	City, State, Zip	<u>Chandler AZ 85248</u>
City, State, Zip	<u>Chandler, AZ 85224</u>	Phone:	<u>480-782-5296</u>
Phone:	<u>480-782-2755</u>	FAX:	<u>480-922-8200</u>
FAX:	<u>480-782-2560</u>	EMAIL:	<u>SomersetLandscape@cox.net</u>

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

- 14. CONFLICT OF INTEREST:**
- 14.1. No Kickback.** CONTRACTOR warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no member of the City Council or any employee of the CITY has any interest, financially or otherwise, in the firm unless this interest has been declared pursuant to the provisions of A.R.S. Section 38-501. Any such interests were disclosed in CONTRACTOR'S proposal to the CITY.
- 14.2. Kickback Termination.** CITY may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of the CITY is, at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a CONTRACTOR to any other party to the Agreement with respect to the subject matter of the Agreement. The cancellation

shall be effective when written notice from CITY is received by all other parties, unless the notice specifies a later time (A.R.S. §38-511).

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

15. GENERAL TERMS:

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

15.2. Performance Bond. Within fifteen (15) days from the time a Contract is awarded, CONTRACTOR shall furnish fully executed Performance in such form and context as determined by CITY from a surety approved by CITY. Said bond shall be in a sum no less than one hundred (100%) of the Contract price.

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

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

The Performance Bond will be reviewed annually and any increases in the contract amount will require bond to be increased and reissued. Performance Bond is attached here to as Exhibit D2. Bid Bond is attached hereto as Exhibit D1.

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

15.3 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.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names to this
day of 2009.

FOR THE CITY OF CHANDLER

MAYOR

ATTEST:

City Clerk

Approved as to form:

City Attorney 

FOR THE CONTRACTOR

By: 
Signature

ATTEST: If Corporation

SEAL

Secretary

EXHIBIT A

**Contractor Immigration Warranty
To Be Completed by Contractor Prior to Execution of Contract**

A.R.S. § 41-4401 requires as a condition of your contract verification of compliance by the contractor and subcontractors with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of its employees.

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

Contract Number:	CS9-988-2708			
Name (as listed in the contract):	SOMERSET LANDSCAPE MAINTENANCE INC			
Street Name and Number:	19051 S. Arizona Ave			
City:	Chandler	State:	AZ	Zip Code: 85248

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:

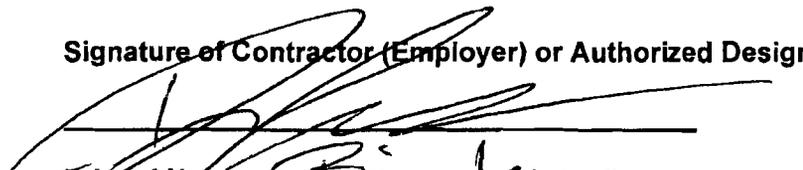

Printed Name: Brian Leunemann
Title: President
Date (month/day/year): 4/10/07

EXHIBIT B
SCOPE OF WORK

CONTRACTOR shall furnish all labor, material and equipment necessary to for the general maintenance of the City Parks and facilities as specified herein.

- A. **MATERIALS**: Park Maintenance Superintendent/designee must approve the purchase of any materials that are not stipulated in the contract prior to purchase. CONTRACTOR must provide invoices as proof of purchase to the contract administrator before reimbursement will be made.

The City retains the right to make direct purchases of all materials and to make them available to the CONTRACTOR for use in fulfilling the terms of this agreement.

- B. **ACCEPTANCE**: All work specified shall be completed under the direction of and to the satisfaction of the Contract Administrator/designee/designee.

- C. **WATER**: The City will furnish all water. A water meter will be provided, when needed.

- D. **ADDITIONS AND DELETIONS**: City retains the right to delete or add maintenance areas and items to this contract. Charges for areas or items deleted will be dropped from the monthly billing. The City may delete an item or area at any time and will prorate charges for services already performed. Charges for maintenance items or areas added to this contract are subject to the approval by the Mayor and City Council/City Manager. Charges for areas added shall be priced comparably to similar areas.

- E. **SPECIAL WORK**: The City may require the CONTRACTOR to perform work in addition to items specified in the contract including but not limited to repair of accident damage to landscaping and one-time cleanup.

- F. Extra work ordered on the basis of hourly rates, will be compensated payable as set forth per pricing sheet attached hereto and made a part hereof by reference.

The CONTRACTOR shall not perform any extra work until written authorization is obtained from the City. This authorization will be in the form of an Amendment. Extra work performed without authorization may not be paid.

The City will approve any additional work not covered by the hourly rate prior to CONTRACTOR commencing any such work. The CONTRACTOR shall submit a prior estimate to the City for approval. The Contract Administrator/designee will determine if such charges are fair and reasonable. The City reserves the right to perform the work or contract other vendor(s) if the CONTRACTOR's estimate is not considered fair and reasonable.

- G. **VANDALISM**: All cases of vandalism shall be reported to the City when discovered and the City shall determine the course of action to be taken.

- H. **QUALITY CONTROL**: The CONTRACTOR shall establish a complete quality control program to assure the requirements of the contract are provided as specified. One copy of the CONTRACTOR's quality control program shall be provided to the City for approval within ten (10) days after receiving the Notice of Award. The City will approve or disapprove the CONTRACTOR's program within 10 working days of submittal. The CONTRACTOR must have an approved program before work starts. The program shall include but not be limited to the following:

1. Weekly Schedule of Performance
2. Performance Requirements Summary Report: This report will provide such information so as to insure compliance of quality control standards. The City will provide the preferred format that the

CONTRACTOR should use. The CONTRACTOR shall submit the Performance Requirement Summary Report on a weekly basis. Any vandalism shall be reported within two (2) hours after it is noted and vandalism report form submitted.

3. The CONTRACTOR will be required the Friday before the scheduled workweek to provide a schedule for weekly maintenance of all areas, specifying when each area will be maintained and no changes to the schedule shall be made without prior approval of the City.

I. **QUALITY ASSURANCE:** The City will monitor the CONTRACTOR's performance by random inspection of City parks to insure CONTRACTOR compliance with the requirements of the contract. In the event a contract deficiency exists, the CONTRACTOR will be required to explain in writing why performance was unacceptable, how performance will be returned to acceptable levels, and how reoccurrence of the problem will be prevented in the future. The CONTRACTOR will not be paid for services not rendered in accordance with the standards set forth in this contract, notwithstanding that the CONTRACTOR is required to rework services that were unsatisfactorily performed.

J. **HOLIDAYS:** The following is a list of holidays on which contract service will not be performed with the exception of Litter Control Services:

1. New Year's Eve Night
2. New Year's Day – January 1
3. Martin Luther King Day – Third Monday in January
4. President's Day – Third Monday in February
5. Memorial Day – Last Monday in May
6. Independence Day – July 4
7. Labor Day – First Monday in September
8. Veteran's Day – November 11
9. Thanksgiving Holiday – Fourth Thursday and the following Friday in November
10. Christmas Eve from 12:00 Noon – December 24
11. Christmas Day – December 25

When a holiday named herein falls on Sunday, it shall be observed on the following Monday, and when a holiday named herein falls on Saturday, it shall be observed on the preceding Friday. During the week of a holiday, the CONTRACTOR shall adjust his weekly schedule so as to return to the normal weekly schedule the following week.

K. **CONTRACTOR / CITY COMMUNICATIONS:**

1. Local Office: Throughout the period of this contract, the CONTRACTOR shall establish and maintain a local office and an authorized managing agent who can be contacted during normal business hours. A local office is one that can be reached from within the City of Chandler without a toll call. An answering machine, fax and a mobile telephone will fulfill the requirement for a local office. CONTRACTOR must have a telephone number for contact, Monday through Friday, 6:00 am to 5:00 pm. CONTRACTOR's local managing agent shall serve as the point of contact for dealing and communicating with the City. CONTRACTOR is to return calls made by the City within 2 hours.
1. City Contact: The City's point of contact will be the Parks Superintendent/designee in all matters pertaining to the performance of this contract.
3. CONTRACTOR shall provide one work crew per each landscape area.
4. Field Supervisor: The CONTRACTOR shall have a field supervisor available during working hours to address problems, field inspections, perform drive-throughs and for other coordination with the City. The CONTRACTOR's Field Supervisor shall supervise only one contract unless approved by

the Parks Superintendent/designee. This person shall not have any additional labor duties, other than incidentals, nor function as a crew leader or foreman. The Field Supervisor shall have separate transportation to be able to move independently between locations.

The CONTRACTOR shall provide a mobile radio or cellular phone to the CONTRACTOR's field supervisors and/or foreman to enhance communication between the City and the CONTRACTOR's field representative. At a minimum, all crews should be equipped with radios. If a cellular telephone is used, the CONTRACTOR shall be responsible for payment of all charges relating to its use. All communication equipment shall be kept on during business hours and in proper working condition at all times.

The City has the right to review the qualifications of the field supervisor. If the City does not feel the supervisor is qualified, the CONTRACTOR shall remove him/her from that position. The CONTRACTOR will be provided an alternate contact when the Field Supervisor is not available.

5. Key Personnel: It is essential that the CONTRACTOR provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The CONTRACTOR shall assign specific individuals to the key positions.
 - a. The CONTRACTOR agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City.
 - b. If key personnel are not available for work under this contract for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the 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.

L. CONTRACTOR'S PERSONNEL:

1. List of Employees:
The CONTRACTOR shall supply the City with a current list of employees assigned to City contracts. 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. All company officers and employees working on this contract must be listed.
2. Identification: CONTRACTOR's employees shall be required to wear a clean uniform bearing the CONTRACTOR's name. Employees who normally and regularly come into direct contact with the public shall bear some means of individual identification, such as a nametag or identification card. New employees shall be in uniform within ten working days after their start date.
3. Driver's License: Employees driving the CONTRACTOR's vehicles shall at all times possess and carry a valid Vehicle Operator's license issued by the State of Arizona.
4. Conduct: CONTRACTOR's employees, officers and subcontractors shall not identify themselves as being employees of the City of Chandler. Employees shall conduct themselves in such a manner as to avoid embarrassment to the City of Chandler, and shall be courteous to the public.

M. CONTRACTOR'S EQUIPMENT:

1. Vehicles and Equipment: The CONTRACTOR shall provide and maintain during the entire period of this contract, equipment sufficient in number, condition and capacity to efficiently perform the work and render the services required by this contract.

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.

The CONTRACTOR shall furnish the Administrator with a list identifying all equipment to be used in fulfilling this agreement and notify the Administrator of any additions or deletions. Any changes in the CONTRACTOR's equipment from the proposed equipment must have prior approval of the City.

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

N. **SUBCONTRACTORS:** If the CONTRACTOR intends to subcontract any portion of this contract, the complete identity of the subcontractor(s) shall be submitted with the bid. If it is determined that a subcontractor will be needed at any time the identity of the subcontractor shall be provided to the Park Maintenance Division Superintendent/designee and use of the subcontractor must be approved before work starts.

O. **LICENSE REQUIREMENTS:** Bidder shall be a licensed landscape CONTRACTOR and licensed by the Registrar of Contractors and licensed by State of Arizona Structural Board of Pesticide Control or obtain licensed subcontractor for the application of pesticide and herbicide products. All chemical application must be done by applicators certified through State Structural Pesticide Department. Applicators need to have a Qualifying Party status through the State Structural Pest Board.

P. **CONDITION OF MAINTENANCE AREAS AT BEGINNING OF CONTRACT:** Upon receiving official notification that a contract has been approved by City Council, the CONTRACTOR shall inspect the area for identification of pre-existing conditions that would prevent or adversely affect completion of any normal specific deficiencies found at each contract area and submit the list to the City for review before a notice or proceed will be issued. 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 the CONTRACTOR to make extra cost repairs or may determine that the items listed represent normal conditions that might be expected at any time during the contract period.

The determination of disposition of all items listed shall be the responsibility of the City and the City's decision shall be final and binding upon the 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.

Q. **CONDITION OF MAINTENANCE AREAS AT END OF CONTRACT:** Four weeks prior to this contract being terminated, the City and the CONTRACTOR (if desired) will make a final inspection to determine the condition of all maintenance areas. Items found to be improperly maintained by the outgoing CONTRACTOR will be listed and evaluated by the City.

If the CONTRACTOR does not take correcting action, the City will arrange for repairs to be made and the costs for making repairs to the areas will be deducted from final payments to the outgoing CONTRACTOR. The same will apply even if the current (outgoing) CONTRACTOR has been awarded a new contract for the same areas.

TECHNICAL SPECIFICATIONS

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

AREA 1:

	<u>Area</u>	<u>Address or Location</u>	<u>Landscaped Acres</u>
1.	Fire Station #1	911 S. Hamilton	1.5
2.	Fire Station #2	1911 N. Alma School Rd.	.25
3.	Fire Station #3	275 E. Ellis St.	1.5
4.	Fire Station #4	295 N. Kyrene Rd.	.5
5.	Fire Station #5	1775 N. Queen Creek	1.0
6.	Fire Station #6	911 N. Jackson St.	20,000 sq. ft.
7.	Fire Station #7	6200 S. Gilbert Rd.	20,000 sq. ft.
8.	Fire Station #8	711 W. Frye Rd.	28,000 sq. ft.
9.	Fire Station #9	211 N. Desert Breeze Blvd.	1.5
10.	Fire Station #10	5211 S McQueen Rd.	2.1
11.	Fire Training Facility	3550 S. Dobson Rd.	4.0
12.	Fire Support Building Plus 20,000 sq ft of granite around water tank (Keep free of weeds and trash. No plant material present in this additional area)	163 S. Price Rd.	.25
13.	Snedigar Sportsplex R.O.W.	West side of Basha Rd. to Alma School South, East Side Of Alma School from Basha Rd. North	3.5
14.	Summerset (R.O.W. – Retention)	Hamilton, Galveston, RR Row.	3.0

AREA 2:

	<u>Area</u>	<u>Address or Location</u>	<u># of Landscaped Acres</u>
1.	Ashley Multi-Use Path	Greenbelt NE of Pima Park (Starting at Superstition Blvd. Extending to Cooper Rd.)	2.6
2.	Canyon Oaks (Paseo)	Greenbelt South of Pecos and East of Consolidated Canal running South Approx. ½ mile.	9.8
3.	Rockwood Estates (Paseo)	Greenbelt South of Chandler Heights	5.5

4.	Paseo Crossing (Paseo)	& East of the consolidated canal running South approx. ½ mile. Greenbelt North of Riggs Rd. and East of the consolidated canal running North approx. ½ mile.	2.8
5.	Mammoth Park	Greenbelt north of Chandler Blvd. and East of the consolidated canal	1.2
6.	Desert Oasis Aquatic Facility	1400 W. Summit Pl.	1.1
7.	Hamilton Aquatic Facility	3838 S. Arizona Ave.	.5
8.	Traditions (ROW)	North side of Thatcher from Superstition Blvd. East to Tower, South side of Binner Dr. from Hudson to Newport.	2.5
9.	Paseo Vista (ROW)	NW corner of McQueen & Ocotillo	10.5
10.	West Chandler Pool	250 S. Kyrene Rd.	2.3
11.	Desert Breeze Police Substation	251 N. Desert Breeze BLVD.	2.0
12.	Price House Total Landscape Acres. 1.2, Total low water use landscaping.	330 S, Chandler Village Drive Total Turf Aces, 9800sqft. 1 Acre	1.2
13.	Desert Breeze R.O.W.	McClintock & Desert Breeze Blvd E.	3.2

AREA 3:

	<u>Area</u>	<u>Address or Location</u>	<u>Landscaped Acres</u>
1.	Chandler Park & Ride	Hamilton & Germann @ Tumbleweed Park	2.5

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

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

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

All turf areas are to be mowed, cleaned and maintained in accordance with specifications.

A. SPECIALIZED HORTICULTURAL MAINTENANCE SCHEDULING AND NOTIFICATION:

1. CONTRACTOR shall notify the Park Maintenance representative, in writing, at least two (2) weeks prior to the date of all Specialized Horticultural Maintenance operations including:

a. Chemical Pest Control

- b. Other items as determined by the Park Maintenance representative
- 2. Failure to notify in writing Specialized Horticultural Maintenance Schedules shall be considered breach of contract in accordance with this document.

B. STANDARDS: The specifications listed below are the minimum requirements and are intended to govern, in general, the requirements desired. The City of Chandler reserves the right to evaluate variations from these specifications.

1. PLANT MATERIAL (TREES, SHRUBS, LAWNS, GROUNDCOVER)

- a. The CONTRACTOR shall be responsible for damage to or destruction of trees, shrubs, lawns and groundcover resulting from his performance in accomplishing the scope of the contract. (CONTRACTOR shall not be responsible for damage to or destruction of plant material that is the result of vandalism or damage caused by others.)
- b. CONTRACTOR shall replace, at his expense, plant material damaged or destroyed as a result of his service, including the replacement of plants that die from "root shock" or lack of water or care, within ten (10) days after planting by the CONTRACTOR. All replacement plants furnished by the CONTRACTOR shall be equal in size, species and quality to the original plant, which it replaces.
- c. CONTRACTOR shall replace plant material damaged or destroyed as a result of vandalism or other causes beyond the control of the CONTRACTOR and will be reimbursed for labor at the "Rate per Hour", as stated in the Bid Price Schedule of this Invitation for Bid.

The City will provide the replacement plant material at no cost to the CONTRACTOR. The CONTRACTOR will notify the Parks Maintenance representative of any badly stressed or damaged plant material immediately. The City reserves the right to determine what should be replaced.

- d. All plant material replacements to be made by the CONTRACTOR must be approved by the Parks Maintenance representative prior or replacement. Cost liability for replacement will be determined at that time. The City will be sole judge as to whether treatment or removal and replacement are required.
- e. All tree removals shall be approved by the City, in writing, before the CONTRACTOR begins any work. The CONTRACTOR shall submit a report on all areas where trees have been removed. The log shall include:
 - (1) Area/Location
 - (2) Date actually removed
 - (3) Type of tree removed
 - (4) Approximate height and diameter
 - (5) Purpose for removal
- f. CONTRACTOR shall immediately notify the Parks Maintenance representative 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 Section 4, Pest and Insect Control), CONTRACTOR will be responsible for all plant material and labor costs required to restore the plant materials and area to its original condition.
- g. All frost-killed wood will be removed in the spring after new growth begins.

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

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

- i. 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. Trimming height will not be limited to this specified height. The City has the right to request trimming of all trees per City of Chandler tree and shrub pruning for parks and right of ways.

2. PRUNING

- a. The CONTRACTOR shall prune all shrubs and groundcover in an acceptable and methodical manner: i.e., selective pruning in keeping with good horticultural practices. Pruning of all shrubs and groundcover shall be limited to containment of vegetative growth to the inside edge of curb lines, sidewalks (if any) and a maximum of 24 inches above height of grade (street surface) for shrubs within the sight distance triangle (see attached detail 39). Shrubs in R.O.W. or basins within 10 feet of a wall shall be kept at the height not to exceed the wall. Pruning shall also include the removal of dead, dying, diseased and broken portions of each plant. If replacement is necessary, except when due to negligence of CONTRACTOR, the City will supply plant materials. Pruning shall be performed in such a way that plant material does not create a visibility obstruction to vehicular traffic. The 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. The City will determine height of trimming. See City of Chandler Tree & Shrub pruning specifications for parks and right of ways.

- 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. The CONTRACTOR shall have good quality, appropriate hand tools available at all times. The CONTRACTOR shall keep his tools in a clean, operative and sharp condition and be sterilized periodically. If disease/infection is suspected or known within a certain plant(s), the CONTRACTOR shall sterilize his cutting tools between each cut. All hand shears and loppers shall be a type having two (2) cutting edges. Anvil type pruners are not acceptable. All branches and clippings shall be removed from site at completion of each workday.
- d. All trees shall be pruned at least once a year, but may require touch up trimming and pruning throughout the year on an as needed basis, per City Tree & Shrub pruning specifications for parks and right of ways.

Palm trees regardless of height shall have frond stubs and seed pods removed in July, but do not require skinning. More than one trimming of palms may be required. This will be on an as needed basis at no additional cost. There are approximately 85 palm trees. (Snedigar, Fire Station #2)

- e. Pruning standards shall follow the ISA Western Chapter Pruning Standards for correct pruning.
- f. An ISA Certified Arborist or Certified Tree Worker must be available to train, oversee, and supervise all pruning of trees.

3. MOWING - TRIMMING - EDGING

- 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 clean, sharp and well maintained. CONTRACTOR shall remove all clippings, trimmings, scrap, litter or debris before leaving work 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. Trees requiring trimming shall be done for clearance, safety and appearance. This requires an 8' height clearance on walkways and 13 1/2" clearance on roadways. Date trees may be trimmed in late May and others may be done in late June; however, prior approval should be obtained from the Contract Administrator/designee.

e. Lawn Areas:

a. Areas with Turf:

- 1. AREA 1
 - Fire Station #5, 6, 7, 9, and Fire Training
- 2. AREA 2
 - Rockwood Estates (Paseo)
 - Desert Oasis Pool
 - Hamilton Aquatic
 - Price House
 - Traditions (ROW) Buffalo Grass

b. Mowing Frequency (March 1 – October 31)

- 1. AREA 1 and 2
Frequency – Weekly
Height – (1 ½ - 2")

Note: Traditions (ROW) twice per month

c. Mowing Frequency (November 1 – February 28)

- 1. Non-Overseed Areas:
Bermuda: Frequency – monthly or when grass area exceeds two (2") inches in height.

2. Over seeded Areas:

- A. Over seeding to existing Bermuda lawn areas to be performed during the period of October 15 – November 1.
- B. Lawn to be power raked and mowed to height of one-half inch (1/2). All grass debris is to be removed by CONTRACTOR.
- C. Perennial rye grass to be applied to areas at rate of 10 pounds per 1000 sq ft.
- D. CONTRACTOR to inform city parks authority when seed has been sowed so watering can be programmed.
- E. City will provide rye grass.
- F. Areas to be over seeded:
 - Area 1**
 - Fire Station #5
 - Area 2**
- G. Special Mowing Requirements
Desert Oasis Aquatic Center, Hamilton Pool, and West Chandler Pool
 - Lawns must be mowed before 7:30 a.m. for the months of June, July and August.

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 necessary.

4. 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 City for approval. Any deviation from the approved list without prior written approval may be grounds for termination.
- c. CONTRACTOR shall be responsible for any adverse affects or death of plant materials, including soil sterilization, runoff and drift onto adjacent properties, caused by the application of chemicals. CONTRACTOR shall make all repairs or replacements, due to the application of chemicals, at his own expense.
- 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.
- e. CONTRACTOR shall furnish all chemicals, rodenticides, insecticides, and equipment and labor necessary to provide pest control at various City of Chandler 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 the premises of City of Chandler buildings or grounds.
- g. The CONTRACTOR shall be maintained for quick reference Product names, formulas and antidotes covering chemicals and pesticides to be used under this contract. MSDS shall be

on file at all times. A chemical spray log will be kept indicating all spraying done for this contract.

- 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 the contract.
- j. The CONTRACTOR performing the required pest, insect and disease control services shall be licensed by the State of Arizona to perform the required services as approved by the State of Arizona Structural Pest Control Board. All herbicide and pesticide applicators must be certified by the Structural Pest Control Board.
- k. The City expressly reserves the right to require additional service at no added cost should pest infestation or problems be experienced during the interim between the treatments. The CONTRACTOR shall complete additional service four (4) working days after notification.

5. WEED CONTROL

- a. In this contract the areas consisting of river rock, pea gravel, decomposed granite and bare earth in planting areas, shall be kept free of grass and weeds at all times. It is the CONTRACTOR's responsibility to insure this is accomplished.
- b. If weeding is not performed as required in this contract, the City will consider the affected areas unsatisfactory and appropriate action will be taken.
- c. Pre-Emergent Herbicide Application
Apply pre-emergent herbicide to all non-turf and open areas per label instruction: one Summer application (July 15 – August 15) and one Winter application (January 15 - February 15). Before application, areas must be free from weeds. Schedule of Galary herbicide applications must be submitted to the Parks Maintenance representative at least five (5) working days prior to application. Failure to submit schedule as prescribed may be grounds for termination of contract.
- d. Post-Emergent Weed Control - Non-Turf Areas
All weeds are to be controlled by chemical means before reaching three (3) inches high. Weeds are not to be controlled by mechanical means (hoeing).

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

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

Cutting of the grass is not considered a weed control measure.
- f. No soil sterilants of any type shall be used.

6. **CLEANING:**

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

Debris is not to be placed in on-site dumpsters. Debris is to be removed from the park site. CONTRACTOR shall be solely responsible for any disposal fees (dumping charges).

1. Parks and sites requiring cleaning service every seven (7) days:
 - All Area 2 & 3 Sites (Except Desert Oasis Aquatic Center)
 2. Parks and sites requiring cleaning service every fourteen (14) days:
 3. Parks and sites requiring cleaning services three (3) days per week (Mondays, Wednesdays, Saturdays):
 - Desert Oasis Aquatic Center park site
- b. Sidewalks: All sidewalks within landscape areas to be cleaned by mechanically blowing off debris according to the following schedule:
- | | |
|-------------|--------------------------|
| Area 1: | Every fourteen (14) days |
| Area 2 & 3: | Every seven (7) days |
- c. Raking: Shall include the raking of debris and trash from all granite areas. Debris includes: trash, dead plant material, dog waste, etc.

7. **IRRIGATION MAINTENANCE (Area 3 only):**

CITY shall furnish all water.

- a. CONTRACTOR shall be responsible for all routine maintenance; HOWEVER, if repairs are necessary that are not specifically listed, a separate quote shall be given to Contract Administrator/designee for approval prior to commencing work. 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) Sprinkling between 9:00 PM and 6:00 AM is preferred but other nighttime hours are approved if necessary.

- (3) Sprinkling after 6:00 AM must be approved by CITY.
- d. CONTRACTOR shall adjust all sprinkler 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 sprinkler 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 sprinkler 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.
 - h. When rain occurs or is forecast with some certainty, for more than a one-day period, all sprinkler 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.

LANDSCAPE CONTRACT FREQUENCY SCHEDULE

Service	Time	Frequencies Per Year		
		Area 1	Area 2	Area 3
Cleaning/Litter	Every 7 days – Area 2 & 3; 14 days – Area 1 (Refer to Section C, 6. of standards)	26	52	52
Raking	every month	12	12	12
Weed Control Pre-emergent herbicide. Post-emergent herbicide as required at CONTRACTOR's cost to meet standards.	Two (2) times per year with	2	2	2
Pest Control	As required	1	1	1
Pruning (trees)	Per pruning specifications	varies	varies	varies
Trimming	As required for trees and shrubs to be maintained in a pleasing and safe appearance at all times. (Per specs)	varies	varies	varies
Mowing	<ul style="list-style-type: none"> • March 1 through October 31 weekly (Refer to section II, C, 3 of standards) And • November 1 through February 28 monthly or 5 to 21 weekly (refer to section II, C, 3 of standards) (refer to specs) 	36	36	n/a
Palm Pruning	Pruning of all palms in June (once), and as needed to maintain appearance.	1	1	n/a
Irrigation Maintenance	See specifications			1

City of Chandler Park Maintenance Division

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

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



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

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

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

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

Shrubs and Ground Cover:

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

Shrubs shall be pruned as follows:

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

Desert Shrub as follows:

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

Ornamental Grasses:

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

**City of Chandler Park Maintenance Division
Tree and Shrub Specifications
For all High Visibility Area's**

AREA 2

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

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

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

TURF, NON-TURF, AND RETENTION ACREAGE

ASHLEY PARK

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

Total Acres	2.6
Turf Acres	0
Non-Turf Acres	2.6

SNEDIGAR SPORTSPLEX R.O.W. (Right-of-Way)

Between Ocotillo Rd & Basha Rd along Alma School and Basha Rd from Alma School North to soccer fields along Alma School (outside of ball field fences)

Total Acres	3.5
Turf Acres	0
Non-Turf Acres	3.5

SUMMERSET R.O.W.

Galveston Street & RR tracks

Total Acres	3.2
Turf Acres	0
Non-Turf Acres	3.2

TRADITIONS R.O.W.

North side of Thatcher Blvd between Tower Ave. & Superstition Blvd out to Cooper Rd

Total Acres	2.0
Turf Acres	0.5
Non-Turf Acres	1.5

FIRE STATION 1

911 S. Hamilton Street

Total Acres	1.5
Turf Acres	0
Non-Turf Acres	1.5

FIRE STATION 2

1911 N. Alma School Road

Total Acres	0.25
Turf Acres	0
Non-Turf Acres	0.25

FIRE STATION 3

275 E. Ellis Street

Total Acres	1.5
Turf Acres	0
Non-Turf Acres	1.5

FIRE STATION 4

295 N. Kyrene Road

Total Acres	0.5
Turf Acres	0
Non-Turf Acres	0.5

FIRE STATION 5

1775 W. Queen Creek Rd.

Total Acres	1.0
Turf Acres	0.85
Non-Turf Acres	0.15

FIRE STATION 6

911 N. Jackson

Total Acres	20,000 sq ft.
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Turf Acres	8,200 sq ft.
Non-Turf Acres	11,800 sq ft.

FIRE STATION 7

6200 S. Gilbert Rd.

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

FIRE STATION 8

711 W. Frye Rd.

Total Acres	28,000 sq ft.
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FIRE STATION 9

211 N. Desert Breeze Blvd.

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

FIRE STATION 10

5211 S. McQueen Rd

Total Area	2.1
Turf Acres	0
Non-Turf Acres	2.1

FIRE TRAINING FACILITY

3550 S. Dobson Road

Total Acres	4.0
Turf Acres	1,500 sq. ft
Non-Turf Acres	

FIRE SUPPORT FACILITY

163 S. Price Road

Total Acres	0.25
Turf Acres	0
Non-Turf Acres	0.25

DESERT OASIS AQUATIC CENTER

1400 W. Summit Place

Total Acres	1.0
Turf Acres	0.65
Non-Turf Acres	0.35

CANYON OAKS (PASEO)

Greenbelt south of Pecos Rd. and east of the Consolidated Canal running south approx. ½ mile

Total Acres	9.8
Turf Acres	0
Non-Turf Acres	9.8

ROCKWOOD ESTATES (PASEO)

Greenbelt south of Chandler Heights and east of the Consolidated Canal running south approx ½ mile.

Total Acres	5.5
Turf Acres	1.1
Non-Turf Acres	4.4

PASEO CROSSING (PASEO)

Greenbelt north of Riggs Rd. and east of the Consolidated Canal running north approx. ½ mile

Total Acres	2.84
Turf Acres	0
Non-Turf Acres	2.84

HAMILTON AQUATIC CENTER

NW corner of Arizona Avenue and Ocotillo

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

MAMMOTH PARK (PASEO TRAIL)

East of Cooper, North of Chandler Blvd. along canal on the east side.

Total Acres	1.8 acres
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WEST CHANDLER AQUATIC CENTER

250 S. Kyrene Rd

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

DESERT BREEZE POLICE SUBSTATION

251 N. Desert Breeze Blvd.

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

PASEO VISTA – R.O.W.

NW corner of McQueen & Ocotillo Avenue and Ocotillo

Total Acres	10.5
Turf Acres	0
Non-Turf Acres	10.5

PRICE HOUSE

330 S. Chandler Village Drive

Total Acres	1.2
Total Turf Acres	9, 800 sq.ft.
Total low water use landscaping.	1

DESERT BREEZE R.O.W.

McClintock & Desert Breeze Blvd

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

Chandler Park –N- Ride

Hamilton & Germann (Tumbleweed Park)

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

Plant Name	Jan	Feb.	March	April	May	June	July	August	Sept.	Oct.	Nov.	Dec.
Young Desert Trees				XX XXXXXXXX XXXXXX			XXXXXXXXXX			XXXXXXXXXX		
Eucalyptus				XX XXXXXXXXXXXXXXXX			X XXXXXXXX			XXXXXXXXXXXX		
Pines, Oaks, Deciduous	XXXXXXXXXX											
Mature Desert Trees				X XXXXXXXXXXXX XXXXXXXX						X XXXXXXXXXXXX		
Delbergia Sisso				XXXXXXXXXXXX XXXXXXXX						XXXXXXXXXXXXXXX		
Palm Tree's							X XXXXXXXX					
Ground cover/Lantana			X XXXXXXXXX									
Mexican Birds of Paradise	XXXXXXXXXX											XXXXXXXXXX
Texas Sage	XXXXXXXXXX											XXXXXXXXXXXXXXXXXXXX
All Cassias				XXXXXXXXXXXXXXXXXXXX								
Oleanders				XXXXXXXXXXXXXXXXXXXX								
Bougainvilleas				XXXXXXXXXXXXXXXXXXXX								
Ruellia				XXXXXXXXXXXXXXXXXXXX								
Natural Plum				XXXXXXXXXXXXXXXXXXXX								
Sugar Bush											XX XXXXXXXX	
Hesperalo											XXXXXXXXXX	
Desert Shrubs/Brittle bush, Mexican Primrose, Eremophilas					XXXXXXXXXXXX							
Ornamental Grasses				XXXXXXXXXX								

**EXHIBIT C
PRICING**

Somerset Landscape Maintenance							
Area 1	Cleaning, Raking	Mowing	Trimming, Pruning, etc	Herbicides, Pesticides	Total Monthly Unit Price	Qty	Total Extended Price by Area
1. Fire Station #1	\$ 64.00	\$ -	\$ 30.00	\$ 16.00	\$ 110.00	12	\$ 1,320.00
2. Fire Station #2	\$ 64.00	\$ -	\$ 30.00	\$ 16.00	\$ 110.00	12	\$ 1,320.00
3. Fire Station #3	\$ 64.00	\$ -	\$ 30.00	\$ 16.00	\$ 110.00	12	\$ 1,320.00
4. Fire Station #4	\$ 64.00	\$ -	\$ 30.00	\$ 16.00	\$ 110.00	12	\$ 1,320.00
5. Fire Station #5	\$ 120.00	\$ 470.00	\$ 60.00	\$ 16.00	\$ 666.00	12	\$ 7,992.00
6. Fire Station #6	\$ 120.00	\$ 150.00	\$ 60.00	\$ 16.00	\$ 346.00	12	\$ 4,152.00
7. Fire Station #7	\$ 120.00	\$ 190.00	\$ 40.00	\$ 30.00	\$ 380.00	12	\$ 4,560.00
8. Fire Station #8	\$ 80.00	\$ -	\$ 40.00	\$ 30.00	\$ 150.00	12	\$ 1,800.00
9. Desert Breeze Police & Fire Station #9	\$ 360.00	\$ 315.00	\$ 160.00	\$ 75.00	\$ 910.00	12	\$ 10,920.00
10. Fire Station #10	\$ 64.00	\$ -	\$ 30.00	\$ 16.00	\$ 110.00	12	\$ 1,320.00
11. Fire Training	\$ 64.00	\$ 20.00	\$ 75.00	\$ 30.00	\$ 189.00	12	\$ 2,268.00
12. Fire Support	\$ 60.00	\$ -	\$ 30.00	\$ 15.00	\$ 105.00	12	\$ 1,260.00
13. Snedigar	\$ 64.00	\$ -	\$ 240.00	\$ 30.00	\$ 334.00	12	\$ 4,008.00
14. Summerset	\$ 95.00	\$ -	\$ 140.00	\$ 40.00	\$ 275.00	12	\$ 3,300.00
Total Extended Pricing							\$ 46,860.00
Pre-Emergent App.	Cost per Application	Applications per Year		Cost Per Year for Pre-Emergent			
1. Fire Station #1	\$ 150.00	2		\$ 300.00			
2. Fire Station #2	\$ 25.00	2		\$ 50.00			
3. Fire Station #3	\$ 150.00	2		\$ 300.00			
4. Fire Station #4	\$ 50.00	2		\$ 100.00			
5. Fire Station #5	\$ 20.00	2		\$ 40.00			
6. Fire Station #6	\$ 40.00	2		\$ 80.00			
7. Fire Station #7	\$ 25.00	2		\$ 50.00			
8. Fire Station #8	\$ 50.00	2		\$ 100.00			
9. Desert Breeze Police & Fire Station #9	\$ 220.00	2		\$ 440.00			
10. Fire Station #10	\$ 200.00	2		\$ 400.00			
11. Fire Training	\$ 400.00	2		\$ 800.00			
12. Fire Support	\$ 25.00	2		\$ 50.00			
13. Snedigar	\$ 350.00	2		\$ 700.00			
14. Summerset	\$ 300.00	2		\$ 600.00			
Total Extended Pricing							\$ 4,010.00

Area 2	Cleaning, Raking	Mowing	Trimming, Pruning, etc	Herbicides, Pesticides	Total Monthly Unit Price	Qty	Total Extended Price by Area
1. Ashley	\$ 135.00	\$ -	\$ 60.00	\$ 25.00	\$ 220.00	12	\$ 2,640.00
2. Canyon Oaks	\$ 190.00	\$ -	\$ 190.00	\$ 45.00	\$ 425.00	12	\$ 5,100.00
3. Rockwood	\$ 190.00	\$ 700.00	\$ 145.00	\$ 35.00	\$ 1,070.00	12	\$ 12,840.00
4. Paseo Crossing	\$ 145.00	\$ -	\$ 70.00	\$ 25.00	\$ 240.00	12	\$ 2,880.00
5. Desert Oasis	\$ 605.00	\$ 270.00	\$ 70.00	\$ 25.00	\$ 970.00	12	\$ 11,640.00
6. Hamilton	\$ 145.00	\$ 145.00	\$ 60.00	\$ 20.00	\$ 370.00	12	\$ 4,440.00
7. Traditions	\$ 145.00	\$ 240.00	\$ 70.00	\$ 25.00	\$ 480.00	12	\$ 5,760.00
8. Mammoth Park	\$ 145.00	\$ -	\$ 45.00	\$ 15.00	\$ 205.00	12	\$ 2,460.00
9. Pasco Vista	\$ 145.00	\$ -	\$ 45.00	\$ 65.00	\$ 255.00	12	\$ 3,060.00
10. W. Chandler Pool	\$ 145.00	\$ 190.00	\$ 65.00	\$ 15.00	\$ 415.00	12	\$ 4,980.00
11. Price House	\$ 190.00	\$ 145.00	\$ 120.00	\$ 30.00	\$ 485.00	12	\$ 5,820.00
12. Desert Breeze ROW	\$ 145.00	\$ -	\$ 60.00	\$ 25.00	\$ 230.00	12	\$ 2,760.00
Total Extended Pricing							\$ 64,380.00
	Cost per Application		Applications per Year		Cost Per Year for Pre-Emergent		
1. Ashley	\$ 250.00		2		\$ 500.00		
2. Canyon Oaks	\$ 950.00		2		\$ 1,900.00		
3. Rockwood	\$ 400.00		2		\$ 800.00		
4. Paseo Crossing	\$ 300.00		2		\$ 600.00		
5. Desert Oasis	\$ 50.00		2		\$ 100.00		
6. Hamilton	\$ 50.00		2		\$ 100.00		
7. Traditions	\$ 150.00		2		\$ 300.00		
8. Mammoth Park	\$ 50.00		2		\$ 100.00		
9. Pasco Vista	\$ 1,000.00		2		\$ 2,000.00		
10. W. Chandler Pool	\$ 125.00		2		\$ 250.00		
11. Price House	\$ 100.00		2		\$ 200.00		
12. Desert Breeze ROW	\$ 300.00		2		\$ 600.00		
Total Extended Pricing							\$ 7,450.00
Area 3	Cleaning, Raking	Mowing	Trimming, Pruning, etc.	Herbicides, Pesticides	Total Monthly Unit Price	Qty	Total Extended Price
1. Chandler Park-N- Ride	\$ 140.00	\$ -	\$ 40.00	\$ 10.00	\$ 190.00	12	\$ 2,280.00
	Price	Qty	Total				
2. Chandler Park-N- Ride Pre-Emergent Application	\$ 200.00	2	\$ 400.00				
3. Irrigation Maintenance	\$ 20.00	26	\$ 520.00				
Total Extended Pricing							\$ 3,200.00
Price per acre for additional turf areas:							\$ 25.00
Price per acre per month for cleaning:							\$ 45.00
Price per acre per month for granite areas:							\$ 65.00

Hourly Rate for special work:	\$	19.00
Total - Area 1:	\$	50,870.00
Total - Area 2:	\$	71,830.00
Total - Area 3:	\$	3,200.00
Grand Total - Areas 1 - 3:	\$	125,900.00
Price for Palm Tree Trimming with one year growth:		
Mexican Fan Palm:	\$35	per tree
Date Palm:	\$40	per tree
Queen Palm:	\$30	per tree

Additional work under this contract will not exceed \$4,100.00 per year for a total contract amount of \$130,000 annually.

EXHIBIT D
BID BOND

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

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

WHEREAS, the said Principal has submitted an offer for:
PARKS & FACILITIES LANDSCAPE MAINTENANCE; AGREEMENT NO. CS9-988-2708

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

Witness our hands this _____ day of _____, 20_____.

Principal

By: _____

Its: _____

SEAL SURETY

By: _____
Attorney-in-Fact SEAL

AGENCY OF RECORD

AGENCY ADDRESS

Revised 8/2004

PERFORMANCE BOND

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

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

WHEREAS, the Principal has entered into a certain written Contract with the City of Chandler, Dated the _____ day of _____, _____, for **PARKS & FACILITIES LANDSCAPE MAINTENANCE; BID No. CS9-988-2708**, which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein.

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

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

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

Witness our hands this ____ day of _____, 2009.

PRINCIPAL SEAL

AGENT OF RECORD

BY _____

SURETY SEAL

AGENT ADDRESS

Contractor's Equipment List
PARKS & FACILITIES LANDSCAPE MAINTENANCE
Bid No. CS9-988-2708

2000 Chevy 2500
2003 Chevy 1500
2004 8 x 16 Trailer
2007 72" mower
2008 52" mower
Misc power tools
2007 gator spray rig
2004 Ford F550 Spray Truck
2004 F750 Bucket Truck