



**PURCHASING ITEM
FOR
COUNCIL AGENDA**

1. Agenda Item Number:

22

2. Council Meeting Date:

June 25, 2009

TO: MAYOR & COUNCIL

3. Date Prepared: May 15, 2009

THROUGH: CITY MANAGER

4. Requesting Department:
Municipal Utilities Department

5. SUBJECT: Award Agreement MU9-988-2734 for Landscape Maintenance Service at Municipal Utilities Facilities to Artistic Land Management Inc. for one year with provisions for four one-year extensions in an amount not to exceed \$130,000.

6. RECOMMENDATION: Recommend awarding Agreement MU9-988-2734 for Landscape Maintenance Service at Municipal Utilities Facilities to Artistic Land Management Inc. for one year with provisions for four one-year extensions in an amount not to exceed \$130,000.

7. HISTORICAL BACKGROUND/DISCUSSION: These contracts include weekly trash pickup, weed control, irrigation repair, mowing and pruning/trimming as required. The landscaped areas to be maintained under these contracts are the two Environmental Resource locations (section 3), Wastewater Collection lift stations (section 4), the Lone Butte Plant, Airport WRF and well sites (section 5), and three solid waste facilities (section 6), within the City.

8. EVALUATION PROCESS: The Municipal Utilities Department requested proposals be obtained for landscaping maintenance for facilities within the City. A Request for Proposals was advertised and notices sent to all registered vendors. Seven responses were received and evaluated (see attached spreadsheet).

City staff is recommending an award to Artistic Land Management, Inc. due to past exemplary service with this Contractor, their ability to meet our requirements, and the new lower pricing offered for the next term. The new Agreement reflects a \$50,000 decrease from FY 2008-09 pricing. Staff did not recommend the apparent low offer due to lack of sufficient maintenance history, expertise and the references provided were as sub-contractor only. The term of the Agreement will be July 1, 2009 – June 30, 2010.

9. FINANCIAL IMPLICATIONS:

Cost \$130,000
Savings NA
Long Term Costs NA

Fund Source:

Account Number	Fund Name	Program Name	CIP Funded	Amount
605.3840.0000.5410	Water Operating	Building & Grounds R&M	N/A	600.
615.3900.0000.5410	Wastewater Operating	Building & Grounds R&M	N/A	3,000.
615.3940.0000.5410	Wastewater Operating	Building & Grounds R&M	N/A	15,200.
615.3960.0000.5410	Wastewater Operating	Building & Grounds R&M	N/A	48,500.
625.3700.0000.5410	Solid Waste Operating	Building & Grounds R&M	N/A	49,000.
Funds reserved for unexpected tree damage and other maintenance emergencies.			N/A	13,500.

10. PROPOSED MOTION: Move to award Agreement MU9-988-2734 for Landscape Maintenance Service at Municipal Utilities Facilities to Artistic Land Management Inc for one year with provisions for four one-year extensions in an amount not to exceed \$130,000.

ATTACHMENTS: Agreement; Spreadsheet

APPROVALS

11. Requesting Department


Kim Neill, Utility Systems Manager

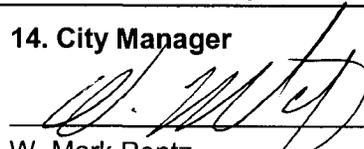
12. Department Head


Dave Siegel, Municipal Utilities Director

13. Procurement Officer


Sharon Brause, CPPB, CPCP

14. City Manager


W. Mark Pentz

**CITY OF CHANDLER SERVICES AGREEMENT
LANDSCAPE MAINTENANCE – MUNICIPAL UTILITIES DEPARTMENT
AGREEMENT NO.: MU9-988-2734**

THIS AGREEMENT is made and entered into this ~~17th~~ day of ~~June~~, 2009, by and between the City of Chandler, a Municipal Corporation of the State of Arizona, hereinafter referred to as "CITY", and **ARTISTIC LAND MANAGEMENT INC**, a Corporation of the State of, etc), 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 Municipal Utilities Director /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. Subcontracts. CONTRACTOR shall not enter into any Subcontract under this Contract for the performance 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. Exhibit B-1 is the Contract Frequency Schedule. Exhibit D sets forth the Contractor's Equipment Listing for this Agreement.

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 have in their possession at time of bid submittal and shall maintain in current status all Federal, State and local licenses and permits required for the operation of the business conducted by the CONTRACTOR as applicable to this contract. This shall include, but not be limited to, the Qualifying Party (QP) for an active A-21 license with the Arizona Registrar of Contractors A.R.S. §32-2312 (www.azroc.gov) AND a QP for an active B-3 and B-5 license with the Office of Pest Management (<http://www.sb.state.az.us/LicCatDefConv.php>). This information must be verifiable with the Arizona Registrar of Contractors and the Office of Pest Management and photocopies provided with bid submittal.

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.

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 Dollars (\$130,000)** for the completion of all the work and services described herein, which sum shall include all costs or expenses incurred by CONTRACTOR, payable as set forth in Exhibit C, attached hereto and made a part hereof by reference.
- 4. 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 **one (1) year (s)**, commencing on the **1st day of July 2009 and terminating on June 30, 2010** unless sooner terminated in accordance with the provisions herein. CITY reserves the right, at its sole discretion, to extend the Contract for up to **four (4)** 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:	Municipal Utilities Dept	Firm Name:	Artistic Land Mgmt Inc
Contact:	<u>John Pinkston</u>	Contact:	<u>Jose Hernandez</u>
Mailing Address:	<u>PO Box 4008 – MS 905</u>	Address:	<u>PO Box 2320</u>
Physical Address:	<u>975 E Armstrong Way</u>	City, State, Zip	<u>Chandler AZ 85244</u>
City, State, Zip	<u>Chandler, AZ 85249</u>	Phone:	<u>480-821-4966</u>
Phone:	<u>480-782-3719</u>	FAX:	<u>480-964-5191</u>
FAX:	<u>480-782-3715</u>	EMAIL	<u>Vanessa@ArtisticLandManagement.com</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. 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

FOR THE CONTRACTOR

MAYOR

By: 
Signature

ATTEST:

City Clerk

SEAL

ATTEST: If Corporation

Secretary

Approved as to form:

City Attorney 

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:	MU9-988-2734				
Name (as listed in the contract):	Artistic Land Management				
Street Name and Number:	506 E Boston C1				
City:	Chandler	State:	AZ	Zip Code:	85225

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: Jose Hernandez
Title: President
Date (month/day/year): 5-26-09

EXHIBIT B

SCOPE OF WORK

- A. SITE INSPECTION:** CONTRACTOR shall be responsible for visiting the site(s) and becoming familiar with any conditions that may affect performance and pricing. Submission of an offer will be prima facie evidence that CONTRACTOR did, in fact, make a site inspection and is aware of all conditions affecting such.
- B. MATERIALS:** Any materials required that are not stipulated in the agreement shall be approved by Contract Administrator/designee prior to purchase. CONTRACTOR shall provide invoices as proof of purchase to the Contract Administrator/designee before reimbursement will be made. The CITY retains the right to make direct purchases of all materials and to make them available to CONTRACTOR for use in fulfilling the terms of this agreement.
- C. WATER:** CITY will furnish all water. A water meter will be provided when needed.
- D. ACCEPTANCE:** All work specified shall be completed under the direction of and to the satisfaction of the Contract Administrator/designee.
- E. ADDITIONS AND DELETIONS:** CITY retains the right to delete or add maintenance areas and items to this agreement. Charges for areas or items deleted will be dropped from the monthly billing. CITY may delete an item or area at any time and will prorate charges for services already performed. Charges for maintenance items or areas added to this agreement are subject to the approval by Contract Administrator/designee with approval from the Purchasing Division. Charges for areas added shall be priced comparably to similar areas.
- F. SPECIAL WORK:** CITY may require CONTRACTOR to perform work in addition to items specified in the agreement including, but not limited to, repair of accident damage to landscaping and one-time cleanup fees.

All extra work ordered on the basis that hourly rates would be used shall be compensated for in accordance with the hourly rates listed on Exhibit C attached.

CONTRACTOR shall not perform any extra work until a written authorization is obtained from the Contract Administrator/designee. Extra work performed without authorization may not be paid.

- G. QUALITY CONTROL:** CONTRACTOR shall establish a complete quality control program to assure the requirements of this agreement are provided as specified. A copy of the CONTRACTOR's quality control program shall be provided to the Contract Administrator/designee and to the Purchasing Division at the time of award of agreement. The CITY will approve or disapprove the CONTRACTOR's program within ten (10) working days of submittal. CONTRACTOR *MUST* have an approved program before the agreement start date. The program shall include, but not be limited to the following:
1. Weekly schedule of performance
 2. Performance requirements summary report: This report shall provide such information so as to insure compliance of quality control standards. CONTRACTOR may use the CITY's format or may submit their own format to CITY for approval. Any vandalism shall be reported within two (2) hours after it is noted and a vandalism report form submitted.
 3. CONTRACTOR shall be required to provide a schedule for weekly maintenance of all areas, specifying when each area will be maintained. No changes shall be made to the schedule without prior approval of the Contract Administrator/designee.

4. All cases of vandalism shall be reported to the Contract Administrator/designee when discovered and the Contract Administrator/designee will determine the course of action to be taken.

H. QUALITY ASSURANCE: The Contract Administrator/designee will monitor the CONTRACTOR's performance by periodic inspection using the specifications herein as a guide. In the event of a deficiency, and after having been notified of the deficiency, CONTRACTOR will be given the allotted time according to the Correction Time Limit schedule included in agreement to correct the problem. If the problem is not corrected within the time limit, there will be deductions made in accordance with Section II - Schedule of Payments. CONTRACTOR will not be paid for services not rendered in accordance with the standards set forth in this agreement, notwithstanding that the CONTRACTOR is required to re-work services that were unsatisfactorily performed.

I. HOLIDAYS: The following is a list of holidays on which landscaping service will not be required:

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

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. This information is for reference only as a reminder that the work still needs to be completed during the holiday week. CONTRACTOR may work on City holidays at his or her own discretion. However, all mowing shall be completed during the holiday week.

J. COMMUNICATIONS / EMPLOYEES:

1. **Local Office:** Throughout the period of this agreement, CONTRACTOR shall establish and maintain a local office and an authorized managing agent who can be contacted during normal business hours. A local office is 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 Contract Administrator/designee. CONTRACTOR is to return calls made by the CITY within two hours.
2. **Field Supervisor:** CONTRACTOR shall have a field supervisor available during working hours to address problems, field inspections, perform drive-throughs and for other coordination with the Contract Administrator/designee. CONTRACTOR's field supervisor shall supervise only one contract unless approved by the CITY. This person shall not have any additional labor duties other than incidentals. For example, the field supervisor shall not also function as a crew leader or foreman, and shall have separate transportation to be able to move independently between situations. CITY has the right to review the qualifications of the field supervisor. If Contract Administrator/designee does not feel the supervisor is qualified, CONTRACTOR shall remove him/her from that position. An alternate contact will be supplied by the CONTRACTOR in the event the Field Supervisor is not available.

CONTRACTOR shall provide a mobile radio or cell phone to the CONTRACTOR's field supervisors and/or foreman to enhance communication between Contract Administrator/designee and CONTRACTOR's field representative. At a minimum, all crews should be equipped with radios. If a cell phone 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.

3. **Minimum Requirements / List of Employees:** CONTRACTOR shall describe in detail the personnel requirements for this agreement. CONTRACTOR shall provide evidence of his ability to furnish the proper personnel during the entire period of this agreement sufficient in number to efficiently perform the work and render the services required herein.

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 at all times. All company officers and employees working on this agreement must be listed.

4. **Identification:** CONTRACTOR's employees shall be required to wear a clean uniform bearing CONTRACTOR's name. Employees who 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 (10) working days after their start date.
5. **Driver's License:** Employees driving CONTRACTOR's vehicles shall at all times possess and carry a valid Vehicle Operator's license issued by the State of Arizona.
6. **Conduct:** CONTRACTOR's employees and officers 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, and shall be courteous to the public.
7. **Key Personnel:** It is essential that CONTRACTOR provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this agreement. CONTRACTOR shall agree to assign specific individuals to the key positions.
 - a. The CONTRACTOR agrees that, once assigned to work under this agreement, 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 agreement for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the work than initially anticipated, CONTRACTOR shall immediately notify the Contract Administrator/designee, and shall, subject to the concurrence of the City, replace each personnel with personnel of substantially equal ability and qualifications.

K. CONTRACTOR'S EQUIPMENT:

1. **Vehicles and Equipment:** CONTRACTOR shall be required to have the equipment on hand necessary to perform agreement requirements. CONTRACTOR shall list all equipment to be used on this contract on Exhibit D attached. CONTRACTOR shall provide and maintain during the entire period of this agreement, equipment sufficient in number, condition and capacity to efficiently perform the work and render the services required by this agreement. CONTRACTOR shall furnish to the Purchasing Division 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. CONTRACTOR shall provide evidence of his ability to furnish the proper equipment.

All vehicles shall be maintained in good repair, appearance and sanitary condition at all times. CITY reserves the right to inspect CONTRACTOR's vehicles at any time to ascertain said condition.

2. **Equipment Identification:** All vehicles used by 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.

L. **LICENSE REQUIREMENTS:** CONTRACTOR shall be a licensed landscape CONTRACTOR and licensed by the Registrar of Contractors. CITY is requiring the CONTRACTOR have a qualifying party, at time of submittal, with an A-21 or K-21 license with the Registrar of Contractors as well as a qualifying party with a B-3 and B-5 license with the Office of Pest Management (<http://www.sb.state.az.us/LicCatDefConv.php>). The specifications listed herein are the minimum requirements and are intended to govern the Agreement. The CITY reserves the right to evaluate variations from these specifications.

TECHNICAL SPECIFICATIONS

The specifications listed below are the *minimum requirements* and are intended to govern the requirements desired. The City of Chandler reserves the right to evaluate variations from these specifications.

GENERAL REQUIREMENTS: CONTRACTOR shall furnish all labor, licenses and permits, as well as material and equipment necessary to maintain the City locations as specified herein. For this Agreement, the CONTRACTOR shall be a licensed landscape CONTRACTOR and licensed by the Registrar of Contractors. CITY is requiring the CONTRACTOR have a qualifying party, at time of submittal, with an A-21 license with the Registrar of Contractors as well as a qualifying party with a B-3 and B-5 license with the Office of Pest Management (<http://www.sb.state.az.us/LicCatDefConv.php>). The specifications listed herein are the minimum requirements and are intended to govern the Agreement. The CITY reserves the right to evaluate variations from these specifications.

CONTRACTOR shall keep all areas clean of weeds, seedlings and suckers. All trees and shrubs shall be kept in such a manner that they present a pleasing appearance and are not a sight or safety hazard. All areas shall be fertilized in accordance with specifications listed herein. Gravel areas shall be kept clean and raked in accordance with specifications to present a pleasing appearance. All irrigation systems shall be repaired and operating efficiently to insure healthy plants and turf. All turf areas shall be mowed, cleaned and maintained according to requirements in the specifications.

Several sites in this Agreement currently utilize reclaimed water for irrigation. The facilities at 975 E. Armstrong Way and other site will be switching to reclaimed water as it becomes available in the future. CONTRACTOR shall be responsible for identifying which locations utilize reclaimed water and providing notification and training to their employees in accordance with Arizona Administration Code R18-9-704, General Requirements, and the Maricopa County Environmental Health Service Reuse Manual while working at these locations.

All work specified herein shall be completed under the direction of and to the satisfaction of the Contract Administrator/designee. All areas shall be mowed and trimmed in accordance with specifications. As additional facilities are built within the City, they may be added to the maintenance of this agreement at a negotiated price. CONTRACTOR shall be required to have the equipment on hand necessary to perform Agreement requirements. CONTRACTOR shall list all equipment to be used on this contract on Exhibit D attached.

All work will be performed Monday through Friday, from 7:00 a.m. until 4:00 p.m. during the months November through March and from 6:00 a.m. until 4:00 p.m. April through October. In addition, the following provisions apply to the Scope of Work:

1. **CLEANING:** Shall include, but is not limited to removal of trash such as paper, cans, bottles, dog waste, dried or dead plants or parts of plants (leaves, fronds, branches, etc.) accumulated in

contracted areas as a result of littering, wind or rain storms on a cycle not to exceed five (5) calendar days. Tumbleweeds accumulating in landscape areas are also included in this. This is to include sidewalks, walls and areas adjacent to the inside and outside walls and any area where such debris is collecting. All material collected shall be disposed of by the CONTRACTOR and in accordance with all City, County, State, and Federal requirements.

Raking will be considered part of the cleaning. Raking will be done a minimum of once a month.

EROSION: CONTRACTOR shall repair erosion around plants and landscape areas and due to irrigation problems. Excessive erosion, traffic damage, or vandalism shall be repaired at no additional cost to the CITY at the discretion of the Contract Administrator/designee.

2. **WEED CONTROL:** All sites are to be kept free from weeds. It shall be the responsibility of CONTRACTOR to maintain the areas with herbicide and manual labor as needed. Two (2) complete applications of Surflan, or City approved alternate, applied at a rate of 4 quarts per acre to the all site; except un-landscaped basins (area H) Water Treatment Plant, the un-landscaped area outside the wall (area B) Water Treatment Plant, and the flat unimproved area south of the main building (area F) Water Treatment Plant. Application of Surflan will occur between February 15 and March 15, and again between October 15 and November 15. Additional applications of pre-emergent and watering in with a water truck will be as needed at CONTRACTOR's expense.

A minimum of two (2) applications of post emergent Roundup at a volume of 2% will be used for weed control for all sites except un-landscaped basins (Area H) at the Water Treatment Plant and the un-landscaped area outside the wall (Area B) at the Water Treatment Plant. Weeds that exceed 2" in height may be required to be manually removed. All dead weeds shall be removed or raked out.

All turf areas shall be treated for weed control in the winter. One application for broadleaf weed control and any additional applications applied at CONTRACTOR's expense.

Any additional herbicide needed, other than the 4 applications of pre-emergent and post-emergent herbicide, CONTRACTOR shall be required to purchase additional applications at their own expense.

All herbicide uses other than mentioned above will be considered a management tool and therefore excluded from reimbursement, i.e. using herbicides instead of hoeing to eliminate weeds. CONTRACTOR shall submit applicable material safety data sheets to Contract Administrator/designee prior to use, a letter naming the herbicides that are proposed for use, where and how they are to be applied, and a copy of the product label. CONTRACTOR shall complete and furnish copies of a herbicide Spray Log with the billing invoices to Contract Administrator/designee on a monthly basis.

Roundup will be used as needed for a systemic weed killer. Surflan will be used as the pre-emergent. No other chemical will be used unless approved by the Contract Administrator/designee. All labor and material to control the weeds will be supplied by the CONTRACTOR. Weeds will also be controlled manually by hoe. All weeds controlled by chemicals must be removed or raked out.

The City reserves the right to sample and test of pre-emergent to ensure compliance with requirements, at any time during the application of herbicides.

3. **AERATION:** Aeration of all turf areas will be accomplished in April of each year and will be accomplished using standard aeration equipment supplied by the CONTRACTOR. Equipment used must be approved by the Contract Administrator/designee prior to use.
4. **MOWING:** Bermuda grass shall be mowed weekly during active growing season and as required during the winter months. The Contract Administrator/designee will regulate the frequency of the mowing. Turf shall be mowed and edged to not less than 1" in height and no more than 3" in height, starting short in the spring and progressively mowing higher during the summer to the fall. The height

of cutting to be maintained consistently to insure against mower burns or gouging. Grass clippings will be dispersed evenly over the turf or removed if large piles remain. Turf will be edged and trimmed as necessary to maintain a neat appearance. Note: Winter months will be considered from November 1 to April 1.

5. **PEST CONTROL:** Spraying or dusting shall only be required when necessary to prevent a plant or tree from being damaged by an organism that can normally be controlled only by spraying or dusting. When spraying or dusting is required, special care shall be exercised to prevent unnecessary discomfort to the people in the area. The Contract Administrator/designee shall be notified.

CONTRACTOR shall establish a continuing program to control ants and rodents and submit this program to the Contract Administrator/designee for approval. Request for approval must include the following information: the pest to be controlled, method of control, and product labels. CONTRACTOR shall complete a Pesticide Spray Log for any pesticides used and submit with monthly payment invoices. When spraying or dusting, the instructions on the label shall be followed and special care shall be exercised in application.

6. **REPLANTING:** Whenever a plant, shrub or tree dies as a result of vandalism, storm damage, age, or uncontrollable pest or disease, the replacement item and required labor shall be provided by CONTRACTOR at the City's expense. CONTRACTOR shall remove and replace the plant, shrub or tree at the hourly rate for special work listed on Exhibit C. The City reserves the right to furnish the replacement or to direct that a different tree variety be planted.

If the plant, shrub or tree dies as a direct result of neglect, inadequate care or maintenance, the replacement item and required labor shall be provided by CONTRACTOR at no additional cost to the CITY. Replacement tree, plant or shrub shall be the same size and type as the tree, plant or shrub that was damaged or died.

7. **IRRIGATION MAINTENANCE:**

- a. CONTRACTOR shall be responsible to see that all plant materials planted within agreement boundaries or under CONTRACTOR's care at other locations owned by CITY receive the proper amount of water to maintain health and vigor. If special watering is needed for any area, it is 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 when under CONTRACTOR's control shall be replaced or returned to health at the CONTRACTOR's expense. Within four (4) weeks from beginning of contract, CONTRACTOR shall submit to the Contract Administrator/designee the following information for plant replacement and recovery, and an inventory of all irrigation systems to ensure they are working properly.
- b. When watering, CONTRACTOR shall not water to a point of runoff. 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 the CONTRACTOR can justify deviation from the guidelines to the Contract Administrator/designee's satisfaction:
1. Adjustment must be made to maintain growth at the desired rate.
 2. Sprinkling between 9:00 p.m. and 6:00 a.m. is preferred.
 3. Other hours must be approved by the City.
- d. All sprinkler systems shall be operated at an appropriate seasonal frequency using the least amount of water necessary to maintain the growth, health and vigor of all plant materials.
- e. When sprinkler systems are out of service, CONTRACTOR shall be required to water by hand or by other means in accordance with plant needs and it shall be considered routine work.

- f. CITY will assume the cost for hand watering done in accordance with the special watering provisions stated below upon written notification from CONTRACTOR of system failure involving electric supply and/or water supply from CITY's main lines.
- g. CONTRACTOR shall maintain a log of current sprinkler timing at every site and a copy shall be given to the Contract Administrator/designee. A copy of the log shall be maintained at each site, properly protected from the elements. The log shall include, but not be limited to, the following items: (a) days of week system is on; (b) start times; (c) station timing; (d) station description information.
- h. All sprinkler systems in the turf areas shall be turned off by CONTRACTOR's personnel when rain occurs or is forecast with some certainty, for more than a one-day period.
- i. When requested by CITY, special watering will be paid for at the rate agreed upon by extra work authorization. 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 CITY.
- j. Some manual systems will be watered by CONTRACTOR based on the required rate and frequency necessary for the season and to maintain healthy plant material.

8. SPRINKLER MAINTENANCE

- a. CONTRACTOR shall maintain sprinkler systems so that all component features are operating as designed. Pumps, backflow prevention units, chemical injectors, controllers, valves, pressure regulators, filters, water lines, sprinklers, bubblers, and trickle emitters shall be checked on a bi-weekly basis and serviced as required. Repairs shall be made within two (2) days unless a written authorization for delay is issued by the City.
- b. CONTRACTOR shall be required to employ at least one qualified Sprinkler Technician repair person and/or more as required to maintain and repair all irrigation systems within the boundaries described herein. The Sprinkler Technician and the Lead Maintenance person will not be the same person. The City will certify the skill level of all Sprinkler Technicians that will work on the C's sprinkler maintenance agreement. This certification will be accomplished by a "hands-on" situational exercise conducted by the City. CONTRACTOR may certify as many individuals as desired to successfully perform the requirements described herein. Failure to successfully certify Sprinkler Technicians shall be grounds for termination of this agreement in its entirety.

The situational exercises will consist of nine tasks related to establishing and maintaining a properly functioning sprinkler system. The nine tasks consist of:

- 1) Repairing a malfunctioning valve
- 2) Repairing a broken wire with a pin-tite connector
- 3) Adjusting the flow on a control valve
- 4) Check the Ohm reading on a solenoid valve for proper operation
- 5) Diagnosing a controller with no display
- 6) Programming an Irritrol MC plus controller
- 7) Check station voltage on the controller
- 8) Adjust radius and arcs on sprinkler heads
- 9) Install a new nozzle to an existing sprinkler head

Each task will be rated "pass/Not pass" by an authorized City employee. To achieve certification the applicant must receive a passing rating on **ALL** tasks.

Time Frame for Sprinkler Technicians qualifications - Beginning of Agreement:

Testing to qualify Sprinkler Technicians from CONTRACTOR will be completed prior to City Council approval. If any applicant fails the test, they will be retested in five (5) days. Should CONTRACTOR fail to qualify a Sprinkler Technician, the agreement will be subject to termination and may be awarded to the next responsive CONTRACTOR.

Mid-term:

Should CONTRACTOR lose their qualified Sprinkler Technician during the course of the agreement, they will be retested in five (5) working days. If the applicant fails the test a second time, they will not be retested. If the CONTRACTOR has failed to qualify a Sprinkler Technician in a thirty (30) day time period, the agreement is subject to termination for cause. **CONTRACTOR is encouraged to qualify back-up Sprinkler Technicians.**

- c. The City will pay for or provide the following parts for repair of the sprinkler systems: Controllers, electric valves, vacuum breakers, turf spray heads. All other parts shall be supplied by CONTRACTOR. All of the broken or defective parts being replaced by CITY must be returned to Contract Administrator/designee.
 - d. If sprinkler equipment presently in service malfunctions but is repairable, it shall be CONTRACTOR's responsibility to supply the labor to repair all such equipment at no additional cost to CITY. If timer malfunctions and cannot be repaired in the field CONTRACTOR shall notify Contract Administrator/designee to determine the best course of action.
 - e. All new equipment installed shall have prior written approval from Contract Administrator/designee. Equipment removed shall be marked for identification and returned to the City along with all excess parts. Installation or replacement equipment, whether new or rebuilt, shall be considered routine work.
 - f. Payment for sprinkler maintenance shall be part of the monthly cost for each area as stated herein. Special repairs or watering shall be paid for at the price agreed upon by extra work authorization.
- 9. FERTILIZING:** TURF AREAS - February 14 to February 28 - apply fertilizer 16-20-0 at the rate of 4.5 pounds per 1,000 square feet to assure 1 1/2 pounds of nitrogen per 1,000 square feet. June 1 to July 1 - apply ammonium phosphate 16-20-0 at the rate of 4.5 pounds per 1,000 square feet. Water fertilizer into the soil immediately after application. CONTRACTOR shall notify Contract Administrator/designee of date of each application and location treated.
- 10. GRANITE:** CONTRACTOR shall fertilize all other plant material on an annual basis during the month of March. All plants shall be observed for signs of nutrient deficiencies and treated to correct deficiencies throughout the year. The Contract Administrator/designee shall be notified in writing whenever granite is to be added to an area.
- 11. TRIMMING:** CONTRACTOR shall trim all shrubs and hedges in such a manner that they present a pleasing appearance -- year round. This may require more than 1 trimming.
- 12. PRUNING:**
- a. CONTRACTOR shall prune all shrubs and groundcover in an acceptable and methodical manner: i.e., selective pruning in keeping with good horticultural practices. Pruning of all shrubs and groundcover shall be limited to containment of vegetative growth to the inside edge of curb lines, sidewalks (if any) and a maximum of 24 inches above height of grade (street surface) for shrubs within the sight distance triangle (refer to Attachment 2 – City Standard Site Distance, 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. 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. Pruning

shall also include the removal of dead, dying, diseased and broken portions; not to exceed 25 feet in height, of each plant. If replacement is necessary plant materials will be supplied by the City except when due to negligence of CONTRACTOR.

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. Height of trimming will be determined by the City.

- 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 this agreement. Pruning shall be performed following accepted practices, not stubs.
- c. CONTRACTOR shall have good quality, appropriate hand tools available at all times. 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), CONTRACTOR shall sterilize cutting tools between each cut. All hand shears and loppers shall be a type having two (2) cutting edges. Anvil type pruners are not acceptable. All branches and clippings shall be removed from site at completion of each work day.
- d. All trees shall be pruned annually but may require touch up trimming and pruning throughout the year on an as needed basis.
- e. Pruning standards shall follow the ISA Western Chapter Pruning Standards for correct pruning.
- f. Pruning over 25' in height will be pruned as requested. City will contract this pruning separately or ask CONTRACTOR to submit a separate quote for this work.
- g. An ISA Certified Arborist or Certified Tree Worker must be available to train, oversee, and supervise all pruning of trees. The ISA Certified Arborist or Certified Tree Worker must be a full-time employee of CONTRACTOR. This service shall not be sub-contracted
- h. Palm Trees, **regardless of height**, shall have frond stubs and seed pods removed no later than 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 to CITY.
- i. CONTRACTOR shall keep all trees that are staked at the beginning of the agreement, and any trees replaced during the agreement period, staked according to CITY specifications: Two 8-foot 2" x 2" redwood stakes on each side of the tree approximately 18" apart with two hose protected wire guys between trees; and stakes firmly driven into the ground 12" - 18". Additionally, as trees mature, stakes shall be removed for the health of the tree.

Immediately after wind storms, CONTRACTOR shall prune, re-stake or remove trees (less than 25' in height), and remove all debris as required at no additional charge to the City. Trees in excess of 25' in height will be dealt with on an individual basis.

12. DISCING: Un-landscaped basins will be disked two (2) times during the agreement - in November and May. Disc depth is not to exceed 3" deep. Mowing will be required for any un-landscaped basin having sides too steep for disking.
13. BRUSH MOWING: Mowing of un-landscaped area outside block fence will occur four (4) times per year (every 3 months) in Jan, Apr, July, and October. Minimum height of cutting is 2". Dust shall

be kept to a minimum. Canal area outside fence shall be sprayed with Reward for top kill of weeds during the months of March, July, and November.

**EXHIBIT B-1
 WATER TREATMENT PLANT (WTP),
 VARIOUS WELL SITES, AND OTHER LANDSCAPED SITES
 CONTRACT FREQUENCY SCHEDULE
 Areas of Maintenance & Maintenance Types**

<u>AREA NAME</u>	<u>DESCRIPTION OF AREA</u>	<u>MAINTENANCE TYPE/FREQUENCY</u>
UN-LANDSCAPED WELLS & FACILITIES	Various locations	Cleaning – weekly, Weed control – weekly basis
	LONE BUTTE WWTP	Cleaning as required Weed control as required
LANDSCAPED WELLS & FACILITIES*	Various locations	Cleaning – weekly Weed control – weekly Mowing – weekly basis as needed (approx. 34 times) Fertilizing – once/year, turf 3 times/year Aeration – once/year in April Pruning – once per year & as needed Trimming – as needed Pest – as required
RIVER ROCK	Various locations	Cleaning – weekly, Weed control – weekly basis
ALL SITES EXCEPT UN-LANDSCAPED WELLS & FACILITIES	Various locations	Sprinkler Maintenance – bi-weekly check of all systems – 26 times/year. Repairs made as required. Palm Tree trimming – July & as needed Palm Treatment – treat all palms with copper fungicide in November (once) and as needed to prevent disease.

**EXHIBIT C
PRICING**

SECTION 3 - ENVIRONMENTAL RESOURCES

<u>Item #</u>	<u>Description</u>	<u>Cost per Month</u>	<u>Qty</u>	<u>Annual - Extended</u>
1.	<u>XERISCAPE LANDSCAPED AREA (L)</u> 410 N Arrowhead Dr. (0.5 acres)	<u>\$44.00</u>	12 MO	<u>\$528.00</u>

APPLYING PRE-EMERGENT

Cost Per Service

2.	All locations Section 3	<u>\$19.89</u>	2 PER/YR	<u>\$39.78</u>
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TOTAL SECTION 3 - ENVIRONMENTAL RESOURCES AREAS Items 1-2 \$ 567.78

SECTION 4 – WASTEWATER COLLECTIONS

<u>Item #</u>	<u>Description</u>	<u>Cost per Month</u>	<u>Qty</u>	<u>Annual - Extended</u>
1.	<u>DIVERSION GATE (U) (0.25 acres)</u> East Side of Price, Between Frye Rd and Pecos Rd	<u>\$22.00</u>	12 MO	<u>\$264.00</u>
2.	<u>GOLF COURSE LIFT STATION (U)</u> 308 E. Riggs Rd. (0.25 acres)	<u>\$22.00</u>	12 MO	<u>\$264.00</u>
3.	<u>AIRPORT LIFT STATION (U)</u> 3324 S. McQueen Rd. (0.25 acres)	<u>\$22.00</u>	12 MO	<u>\$264.00</u>
4.	<u>MANGANARO LIFT STATION (U)</u> 2991 W. Ray Rd. (0.25 acres)	<u>\$22.00</u>	12 MO	<u>\$264.00</u>
5.	<u>OLD PECOS LIFT STATION (U)</u> 6700 W. Pecos Rd. (0.25 acres)	<u>\$22.00</u>	12 MO	<u>\$264.00</u>
6.	<u>PECOS/McQUEEN LIFT STATION (L)</u> 993 E. Pecos Rd. (0.25 acres)	<u>\$22.00</u>	12 MO	<u>\$264.00</u>
7.	<u>PUMP BACK STATION (U) (0.25 acres)</u> west of Price, South of Queen Creek	<u>\$22.00</u>	12 MO	<u>\$264.00</u>
8.	<u>RIGGS LIFT STATION (U)</u> 598 W. Riggs Rd. (0.25 acres)	<u>\$22.00</u>	12 MO	<u>\$264.00</u>
9.	<u>SUNBIRD LIFT STATION (U)</u> 1520 E. Hunt Highway (0.25 acres)	<u>\$22.00</u>	12 MO	<u>\$264.00</u>
10.	<u>APPLYING PRE-EMERGENT</u>	<u>Cost Per Service</u>		
	All locations Section 4	<u>\$89.52</u>	2 per/yr	<u>\$179.04</u>

TOTAL SECTION 4 – WASTEWATER COLLECTION – ITEMS 1-10 \$ 2,555.04

SECTION 5 – WASTEWATER FACILITIES

1.	<u>*LONE BUTTE WWTP (U) (55 acres)</u>	<u>\$3,800.00</u>	4 MO	<u>\$15,200</u>
	Weed control only, this location will be cleaned as needed estimated 4 times per year will be for evaluation. I-10 and Maricopa Road			
2.	<u>AIRPORT WASTE WATER FACILITY (L)</u>	<u>\$2,640.00</u>	12 MO	<u>\$31,680.00</u>
	905 E. Queen Creek RD (30 acres includes new berm, and area inside and outside of southeast block wall, and along roads around emergency storage basins and reclaimed pump station)			
3.	<u>OCOTILLO ASR WELL SITES (4) (L)</u>	<u>\$88.00</u>	12 MO	<u>\$1,056.00</u>
	3707 S. Old Price Rd. (next to RO Plant) (1 acre)			
4.	<u>TUMBLEWEED PARK WELL SITE (U)</u>	<u>\$484.00</u>	12 MO	<u>\$5,808.00</u>
	822 E. Ryan Rd. (5.5 acres)			
5.	<u>Bear Creek Reclaimed Turnout (R)</u>	<u>\$22.00</u>	12 MO	<u>\$264.00</u>
	375 E Chandler Heights Rd.			
6.	<u>Lone Tree Reclaimed Turnout (R)</u>	<u>\$22.00</u>	12 MO	<u>\$264.00</u>
	6065 S Four Peaks Place			
7.	<u>Sun Groves Reclaimed Turnout (R)</u>	<u>\$22.00</u>	12 MO	<u>\$264.00</u>
	4550 E Riggs Rd			
8.	<u>Lagos Vistoso Reclaimed Turnout (R)</u>	<u>\$22.00</u>	12 MO	<u>\$264.00</u>
	853 E Riggs Rd			
9.	<u>Pine Lakes Reclaimed Turnout (R)</u>	<u>\$22.00</u>	12 MO	<u>\$264.00</u>
	478 E San Carlos Way			
10.	<u>Fulton Ranch Reclaimed Turnout (R)</u>	<u>\$22.00</u>	12 MO	<u>\$264.00</u>
	4804 S Sunland Dr.			
11.	<u>Valencia II Reclaimed Turnout (R)</u>	<u>\$22.00</u>	12 MO	<u>\$264.00</u>
	3888 S Desert Jewel Blvd.			
12.	<u>Layton Lakes Reclaimed Turnout (R)</u>	<u>\$22.00</u>	12 MO	<u>\$264.00</u>
	7425 E Layton Lakes Blvd.			
13.	<u>Old Stone Ranch Reclaimed Turnout (R)</u>	<u>\$22.00</u>	12 MO	<u>\$264.00</u>
	4203 S Mingus			
14.	<u>APPLYING PRE-EMERGENT</u>	Cost Per Service		
	All locations Section 5	<u>\$3,739.79</u>	2 PER/YR	<u>\$7,479.58</u>
	TOTAL SECTION 5 – WASTEWATER FACILITIES – ITEMS 1- 14			<u>\$63,599.58</u>

SECTION 6 - SOLID WASTE FACILITIES

<u>Item #</u>	<u>Description</u>	<u>Cost per Month</u>	<u>Qty</u>	<u>Annual - Extended</u>
1.	<u>OLD LANDFILL BERMS-Outside Landfill (L) (5 acres), ROW McQueen and Ocotillo</u>	<u>\$440.00</u>	12 MO	<u>\$5,280.00</u>
2.	<u>TRANSFER STATION AND BASIN AREA (L) (18 acres), 3200 S. McQueen Rd</u>	<u>\$1,584.00</u>	12 MO	<u>\$19,008.00</u>
3.	<u>TRANSFER STATION BERMS (L) (20 acres), North & West of Transfer Station</u>	<u>\$ 1,760.00</u>	12 MO	<u>\$21,120.00</u>
4.	<u>APPLYING PRE-EMERGENT</u>	<u>Cost Per Service</u>		
	All locations Section 6	<u>\$1,710.00</u>	2 PER/YR	<u>\$3,420.00</u>
TOTAL SECTION 6 - SOLID WASTE FACILITIES – Items 1-4				<u>\$48,828.00</u>

TOTAL ANNUAL PRICE - EXTENDED

TOTAL SECTION 3 -	\$ <u>567.78</u>
TOTAL SECTION 4 -	\$ <u>2,555.04</u>
TOTAL SECTION 5 -	\$ <u>63,599.58</u>
TOTAL SECTION 6 -	\$ <u>48,828.00</u>

GRAND TOTAL (SECTIONS 3 - 6) \$115,550.40

Hourly Rate for Special Work - \$20.00/hr @ 722 ½ hours **\$ 14,449.60**

TOTAL AMOUNT - \$130,000.00

SCHEDULE OF PAYMENTS. CONTRACTOR shall provide invoices reflecting work completed. Payment will be made monthly based on invoices submitted or as agreed to in Exhibit C. CONTRACTOR shall indicate on the invoices the location or areas the charge applies.

DEDUCTIONS TO PAYMENTS DUE:

If CONTRACTOR fails to perform the work in accordance with the agreement, the City may hold part or all payments due to the CONTRACTOR. Part payment may be withheld (never paid) if CONTRACTOR has performed poorly. CITY will establish the payment amount. If the CONTRACTOR has not taken action to correct the deficiency within the time listed below ("Correction Time Limit Schedule") CITY may withhold all payments for the area affected until correction is made. Upon completion of the corrective action, payment will be released for work completed satisfactorily. Unsatisfactory work will not be paid for.

Unless written extensions have been authorized, failure to correct areas identified as deficient by the Contract Administrator/designee within the limits of this correction time limit schedule may result in cause for termination of the agreement in accordance with provisions of this document.

Correction Time Limit Schedule:

Water & Sprinkler Repair *	2	Working Days
Weed Control	3	" "

Mowing	2	"	"
Cleaning	2	"	"
Fertilization	5	"	"
Trimming	3	"	"
Pruning	10	"	"
Hazard Removal (sight obstruction) *	1	"	"
Replanting	10	"	"
Dead Plant Removal	2	"	"
Schedules	2	"	"
Total Neglect of Area *	1	"	"

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

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

