



**PURCHASING ITEM  
FOR  
COUNCIL AGENDA**

1. Agenda Item Number:

**13**

**MEMO NO. ST10-016**

2. Council Meeting Date:  
November 19, 2009

**TO: MAYOR & COUNCIL**

3. Date Prepared: October 23, 2009

**THROUGH: CITY MANAGER**

4. Requesting Department: Public Works

**5. SUBJECT:** Approve Agreement No. ST60-988-2804 for Landscape Maintenance Sites 1-2-3 to Artistic Land Management for one year with options to renew up to four (4) additional one-year extensions in a total amount not to exceed \$766,564.56.

**6. RECOMMENDATION:** Recommend approval of Agreement No. ST60-988-2804 for Landscape Maintenance Sites 1-2-3 to Artistic Land Management for one year with options to renew up to four (4) additional one-year extensions in a total amount not to exceed \$766,564.56.

**7. BACKGROUND/DISCUSSION:** The landscaped areas to be maintained under this agreement are the arterial street right-of-ways, medians, retention basins, and 27 acres along the Western Canal within the City of Chandler limits. The Agreement includes trash pickup, weed control, irrigation repair, mowing and pruning/trimming as required.

**8. EVALUATION PROCESS:** On September 21, 2009 staff issued a Request for Proposals for Landscape Maintenance at Sites 1-2-3 within the City. The RFP was advertised and all registered vendors were notified. Nine responses were received from the following Contractors:

Artistic Land Management	- \$ 766,564.56
Somerset Landscape Maintenance	- \$ 876,098.28
Groundskeeper	- \$ 885,677.16
TrueGreen Landcare	- \$1,109,371.80
Desert Glen Landscape	- \$1,142,004.72
United Right of Way	- \$1,166,892.00
ISS Grounds Control	- \$1,179,088.00
Mariposa Landscape	- \$1,307,315.88
Agave Environmental Contracting (withdrew response)	

The selection process was conducted in accordance with established City policies and procedures. An evaluation committee consisting of Purchasing staff as well as Ruthann Goemaat, Bill DePauw, and Scott Wills from Public Works was formed to evaluate the proposals received using the evaluation criteria listed in the RFP. The evaluation committee is recommending awarding an agreement to Artistic Land Management due to previous satisfactory experience with this Contractor, his ability to perform the work, and overall low pricing.

**9. FINANCIAL IMPLICATIONS:**

Cost: \$766,564.56  
Savings: N/A  
Long Term Cost: N/A

<u>Acct. No</u>	<u>Fund:</u>	<u>Program Name:</u>	<u>CIP Fund:</u>	<u>Funds:</u>
101.3300.0000.5219	General Fund	Other Professional/Contracts Svcs.	N/A	\$766,564.56

**10. PROPOSED MOTION:** Move to approve Agreement No. ST60-988-2804 for Landscape Maintenance Sites 1-2-3 to Artistic Land Management for one year with options to renew up to four (4) additional one-year extensions in a total amount not to exceed \$766,564.56.

**APPROVALS**

**11. Requesting Department**

*DW Cook*  
Daniel W. Cook, Deputy Public Works Director

**12. Department Head**

*RJ Zeder*  
R.J. Zeder, Public Works Director

**13. Procurement Officer**

*S Brause*  
Sharon Brause, CPPB, CPCP

**14. City Manager**

*W Mark Pentz*  
W. Mark Pentz

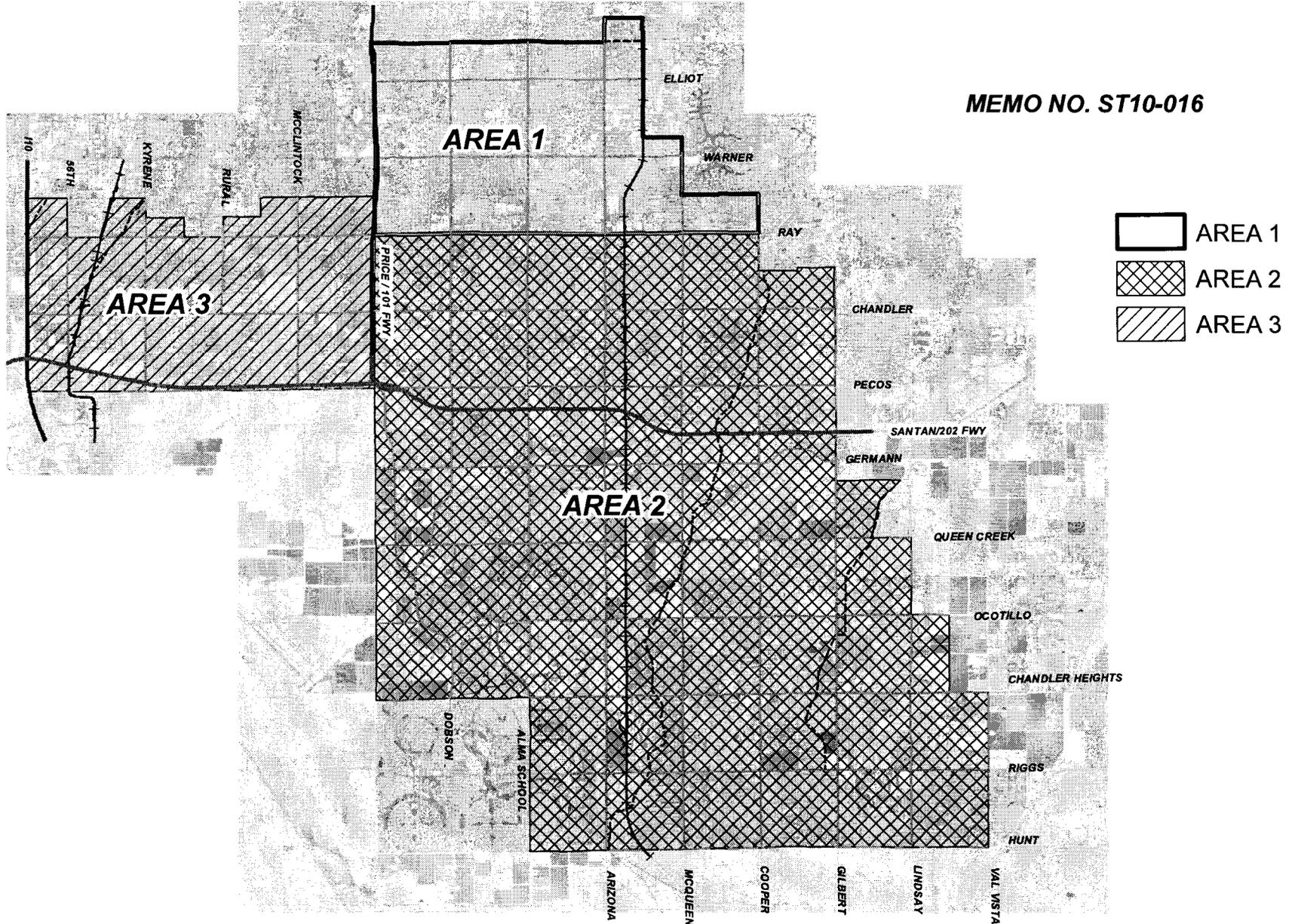
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# LANDSCAPE AREAS DEFINED



MEMO NO. ST10-016



**CITY OF CHANDLER SERVICES AGREEMENT  
LANDSCAPE MAINTENANCE – SITES 1-2-3  
AGREEMENT NO.: ST0-988-2804**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 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 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 Officer /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 provide landscape 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. Listing of raised median location (Exhibit D), Bid Bond, Performance Bond and Payment Bond forms (Exhibits E1 – E3), Equipment Listing (Exhibit F), and Personnel (Exhibit G) are attached as reference.

**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 verifications.
- 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.

## 2.5. Warranties.

- 2.6. **One-Year Warranty.** CONTRACTOR must provide a one-year warranty on all work performed pursuant to this Contract.

## 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. **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.
- 3.4. **PRICE:** CITY shall pay to CONTRACTOR an amount not to exceed **Seven Hundred Sixty-Six Thousand Five Hundred Sixty-Four Dollars and 56/100 (\$766,564.56)** 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 W9 Form.** In order to receive payment **CONTRACTOR** shall have a current I.R.S. W9 Form on file with **CITY**, unless not required by law.
- 4.5. **Price Adjustment (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:** The term of the Contract is **one (1) year (s)**, commencing on the **1<sup>ST</sup> day of December, 2009** and terminating on **November 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](http://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. **Dispute Resolution**
  - 10.1 **Alternative Dispute Resolution.** The parties hereby agree that there shall be a sixty (60) day moratorium on litigation commencing on the day that a claim is filed by CONTRACTOR pursuant to A.R.S. § 12-821.01 during which time the parties will negotiate in good faith to resolve the dispute and evaluate the viability of pursuing alternative dispute resolution procedures such as mediation and arbitration.
  - 10.2 **Arizona Law.** This Agreement shall be governed and interpreted according to the laws of the State of Arizona.
  - 10.3 **Jurisdiction and Venue.** The parties agree that this Agreement is made in and shall be performed in Maricopa County. Any lawsuits between the Parties arising out of this Agreement shall be brought and concluded in the courts of Maricopa County in the State of Arizona, which shall have exclusive jurisdiction over such lawsuits.

**10.4 Fees and Costs.** Except as otherwise agreed by the parties, the prevailing party in any adjudicated dispute relating to this Agreement is entitled to an award of reasonable attorney's fees, expert witness fees and costs including, as applicable, arbitrator fees; provided, however, that no award of attorney's fees shall exceed ten percent (10%) of the damages awarded the prevailing party unless the non-prevailing party has been determined to have acted in bad faith or in a frivolous manner during the adjudication.

**11. INDEMNIFICATION:** To the fullest extent permitted by law, CONTRACTOR 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

Contract Administrator:	<u>Public Works - Streets</u>
Contact:	<u>Scott Wills</u>
Mailing Address:	<u>PO Box 4008-MS 909</u>
Physical Address:	<u>975 E Armstrong Way #C</u>
City, State, Zip	<u>Chandler AZ 85244</u>
Phone:	<u>480-782-3492</u>
FAX:	<u>480-782-3495</u>

In the case of the CONTRACTOR

Firm Name:	<u>Artistic Land Management Inc.</u>
Contact:	<u>Jose Hernandez</u>
Address:	<u>506 E Boston Cr</u>
City, State, Zip	<u>Chandler AZ 85244</u>
Phone:	<u>480-821-4966</u>
FAX:	<u>480-964-5191</u>
EMAIL:	<u>Jose@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. Performance and Payment Bonds.** Within fifteen (15) days from the time a Contract is awarded, CONTRACTOR shall furnish fully executed Performance and Payment Bond (Labor and Materials) in such form and context as determined by CITY from a surety approved by CITY. Said bonds shall be in a sum no less than one hundred (100%) of the Contract price.

CITY has the option to forfeit said bonds 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.

- 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 of each party.
- 15.4. Arizona Law.** This Agreement shall be governed and interpreted according to the laws of the State of Arizona.
- 15.5. Assignment:** Services covered by this Agreement shall not be assigned in whole or in part without the prior written consent of the CITY.
- 15.6. 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.
- 15.7. 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.
- 15.8. 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.

**15.9. 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: Jose Hernandez  
Signature

ATTEST:

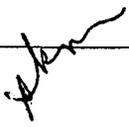
ATTEST: If Corporation

SEAL

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

\_\_\_\_\_  
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.

<b>Contract Number: ST0-988-2804</b>				
<b>Name (as listed in the contract): Artistic Land Management Inc.</b>				
<b>Street Name and Number: 506 E Boston Cr</b>				
<b>City:</b>	<b>Chandler</b>	<b>State:</b>	<b>AZ</b>	<b>Zip Code: 85225</b>

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):** 10-30-09

**EXHIBIT B  
SCOPE OF WORK**

1. **GENERAL SPECIFICATIONS.** The work to be completed shall include all labor, material and equipment necessary to maintain locations; i.e. retention basins, medians and right-of-way, sidewalks to curbs, also the trees and shrubs and other planting included in these locations as specified herein.
2. CONTRACTOR shall ensure all areas, includes sidewalks and curbs, and are kept clean of weeds, seedlings and suckers. CONTRACTOR shall maintain all trees and shrubs in such a manner that they present a pleasing appearance and are not a sight or safety hazard.
  - 2.1. CONTRACTOR shall fertilize all areas in accordance with Technical Specifications herein. Gravel areas are to be kept clean and raked in accordance with specifications to present a pleasing appearance.
  - 2.2. CONTRACTOR shall repair all irrigation systems are to be repaired and operating efficiently to insure healthy plants and turf.
  - 2.3. All turf areas are to be mowed, cleaned and maintained according to requirements in the Technical Specifications.
  - 2.4. CONTRACTOR shall clean the three (3) drinking fountains located along the Western Canal pathway on a weekly basis with a hospital grade disinfectant, diluted according to the manufacturer's mixture ratio. The Western Canal pathway will be cleaned on a weekly basis with air blowers or in the case of mud being tracked on the pathway with a high-pressure water hose.
  - 2.5. **Acceptance.** All work specified shall be completed under the direction of and to the satisfaction of the Contract Administrator/designee.
  - 2.6. **Additions and deletions.** CITY retains the right to delete or add maintenance areas and items to this agreement. Charges for areas or items deleted shall 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 agreement are subject to the approval by the Mayor and City Council/City Manager. Charges for areas added shall be priced comparably to similar areas.
  - 2.7. **Special Work.** The 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. All extra work requested on the basis that hourly rates would be used, shall be compensated for in accordance with the schedule entitled "Hourly Rate for Special Work", which contains hourly rates submitted by CONTRACTOR (see Exhibit C attached).

CONTRACTOR shall not perform any extra work until authorization is obtained from the Contract Administrator/designee. This authorization will be in writing in the form of a change Order or a numbered authorization form. Extra Work performed without authorization may not be paid.

3. **SITE INSPECTION.** CONTRACTOR shall visit the site(s) and familiarize themselves with any conditions, which may affect performance and bid prices. Submission of a bid will be prima facie evidence that the CONTRACTOR did, in fact, make a site inspection and is aware of all conditions affecting performance and pricing.
4. **MATERIALS.** Any materials used by CONTRACTOR that has not been stipulated in the agreement must be approved by Contract Administrator/designee prior to use. CONTRACTOR shall provide invoices as proof of purchase to the Contract Administrator/designee before reimbursement will be made. 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.

4.1. **Water.** The CITY shall furnish all water. There are potable water systems and reclaimed water systems within the City's maintenance areas.

5. **VANDALISM.** Any vandalism shall be reported within two (2) hours after it is noted and a vandalism report form submitted. All cases of vandalism shall be reported to the Contract Administrator/designee. At that time, the CITY will determine the course of action to be taken.

6. **QUALITY CONTROL.** CONTRACTOR shall establish a complete quality control program to assure the requirements of the agreement are being provided as specified. One (1) copy of CONTRACTOR's quality control program shall be provided to the Contract Administrator/designee at the time of notice of award of agreement. The Contract Administrator/designee will approve/deny the CONTRACTOR's program within ten (10) working days of submittal. CONTRACTOR shall have an approved program before the agreement start date. The program shall include, but not be limited to, the following:

6.1. 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.

6.2. **Quality assurance.** The Contract Administrator/designee will monitor 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 time, according to the Correction Time Limit schedule included herein, to correct the problem. If the problem is not corrected within the time limit, there will be deductions made in accordance with the 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 rework services that were unsatisfactorily performed.

6.3. **Specialized Horticultural Maintenance Scheduling & Notification.** CONTRACTOR shall notify the Contract Administrator/designee, in writing, at least two (2) weeks prior to the date of all specialized horticultural maintenance operations including:

- a. Fertilization
- b. Soil Amendment and Conditioning
- c. Chemical Pest Control
- d. Other items as determined by the Landscape Architect

Failure to notify in writing Specialized Horticultural Maintenance Schedules shall be considered breach of contract in accordance with this document.

7. **HOLIDAYS.** The following is a list of holidays on which maintenance will not be expected to be performed:

- 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 the 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, CONTRACTOR shall adjust his weekly schedule so as to return to the normal weekly schedule the following week.

8. **CONTRACTOR / CITY COMMUNICATIONS.** 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 may fulfill the requirement for a local office. CONTRACTOR shall have a telephone number for contact, Monday through Friday, 6:00 am to 5:00 pm. CONTRACTOR's local managing agent shall serve as the point of contact for dealing and communicating with the CITY. CONTRACTOR shall attempt to return calls made by the CITY within 30 minutes of leaving a message.

8.1. **City Contact.** The CITY's point of contact will be the Contract Administrator/designee in all matters pertaining to the performance of this agreement.

8.2. **Crew Leaders.** CONTRACTOR shall have two crew leaders available during working hours to address problems, field inspections, perform drive-throughs and for other coordination with the CITY. CONTRACTOR's crew leaders shall supervise only one contract unless approved by the Contract Administrator/designee. These persons shall not have any additional labor duties other than incidentals. For example, the Crew Leaders shall not also function as a lead man, and shall have separate transportation to allow them to move independently between situations. In addition the City requests that the Crew Leaders be a certified spray technician thru the Arizona State Office of Pest Management and will be utilized as such.

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

The CITY has the right to review the qualifications of the crew leaders. If the CITY does not feel the crew leaders are qualified, CONTRACTOR shall remove him/her from that position. An alternate contact will be supplied by CONTRACTOR in the event the crew leader is not available.

8.3. **Key Personnel.** It is essential that CONTRACTOR provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this agreement. CONTRACTOR shall agree to assign specific individuals to the key positions.

- a. CONTRACTOR agrees that, once assigned to work under this agreement, key personnel shall not be removed or replaced without *PRIOR written notice* to the CITY.
- b. If key personnel are not available for work under this agreement for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the work than initially anticipated, CONTRACTOR shall immediately notify the CITY, and shall, subject to the concurrence of the CITY, replace each personnel with personnel of substantially equal ability and qualifications.

8.4. **CONTRACTOR's Personnel.** At minimum, CONTRACTOR shall provide evidence of his ability to furnish the proper personnel. The minimum daily personnel requirements for each maintenance area on a daily basis are: **AREA 1** one (1) full time crew leader, one (1) full time lead man, five (5) full-time laborers, one (1) full-time irrigation technician for a daily total of 8 personnel. **AREA 3** will utilize the same crew leader as Area 1, one (1) full time lead man, five (5) full-time laborers, one (1) full-time irrigation technician for a daily total of 7 personnel. **AREAS 2E and 2W** will have one (1) full time crew leader, two (2) full time lead men, six (6) full time laborers, two (2) full time irrigation technicians for a daily total of 11 personnel. If an irrigation technician needs a helper, one of the laborers may be used temporarily, not to exceed two (2) days, to assist. The total personnel required on a daily basis for this

agreement is 26.

With the number of personnel that we have on a daily basis during the monthly mowing season, palm tree pruning times, pre-emergent applications, one laborer from each crew may be utilized to help perform these tasks not to exceed three (3) days.

CONTRACTOR shall supply the CITY with a current list of employees assigned to all 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 supplied to the Purchasing Office and kept current. All company officers and employees working on this agreement shall be listed as well

- 8.5. **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 (10) working days after their start date.
- 8.6. **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.
- 8.7. **Conduct.** CONTRACTOR's employees, officers and subcontractors shall not identify themselves as being employees of the CITY. Employees shall conduct themselves in such a manner as to avoid embarrassment to the CITY, and shall be courteous to the public.
9. **CONTRACTOR'S EQUIPMENT.** At minimum, the CONTRACTOR shall provide and maintain equipment sufficient in number, condition and capacity to efficiently perform the work and render the services required during the entire period of this agreement. This excludes boom trucks or hoists required to prune, plant or repair mature trees in the event subcontractors are used to perform this work. CONTRACTOR shall provide evidence of the ability to furnish the proper equipment.

The minimum equipment requirements for this agreement are: adequate deck mowers, one push mower, weed eaters, chainsaw, blowers, hedgers/pruners, various hand tools as required for the job, tractor or other large capacity equipment to fertilize and aerate, one trailer, and adequate number of trucks for all personnel requiring one (at least ½ or ¾ ton). A spray unit (100 gal tank) is also required for pesticide/herbicide control.

As part of the minimums listed above, the CONTRACTOR's irrigation technician shall have a vehicle of his/her own with standard irrigation supplies including standard PVC fittings/pipe, glue, solvent, risers, standard heads for emitters, volt meters, and hand tools required to perform irrigation work.

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

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

- 9.1 **Equipment Identification.** All vehicles used by CONTRACTOR shall be clearly identified with the name of the company and phone number of local office on each side of the equipment, including personnel transportation vehicles. The letters must be of such size that they are distinguishable from reasonable distance.
10. **SUB-CONTRACTORS.** Should CONTRACTOR intend to sub-contract any portion of this agreement, the complete identity of the sub-contractor(s) shall be submitted turned in with the bid response for prior approval by Contract Administrator/designee. No more than 50% of the dollar value of the work paid to

CONTRACTOR shall be sub-contracted, per MAG Specifications, Section 108.2. No such approval will be construed as making the CITY a party of or to such sub-contract, or subjecting the CITY to liability of any kind to any sub-contractor. No sub-contract shall, under any circumstances, relieve the CONTRACTOR of liability and obligation under this agreement; and despite any such subletting, the CITY shall deal strictly with the CONTRACTOR only. Sub-contractors will be dealt with as workmen and representatives of CONTRACTOR.

11. **LICENSE / PERMIT REQUIREMENTS.** CONTRACTOR shall be a licensed landscape CONTRACTOR and licensed by the Registrar of Contractors and licensed by State of Arizona Office of Pest Management or obtain licensed sub-contractor for the application of pesticide and herbicide products. All chemical application shall be done by applicators licensed through Office of Pest Management.

12. **CONDITION OF LANDSCAPE AT BEGINNING OF AGREEMENT.** Upon receiving official notification that an agreement has been approved by City Council, 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 Contract Administrator/designee for review before a notice to 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 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 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.

13. **CONDITION OF LANDSCAPE AT END OF AGREEMENT.** Four weeks prior to this agreement being terminated, the CITY and CONTRACTOR (if desired) will make a final inspection to determine the condition of all landscape areas. Items found to be improperly maintained by the out-going CONTRACTOR will be listed and evaluated by the CITY. If corrective action is not taken care of by out-going CONTRACTOR within a reasonable amount of time, 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 out-going CONTRACTOR. The same will apply even if the current (outgoing) CONTRACTOR has been awarded a new agreement for the same areas.

14. **SCHEDULE OF PAYMENTS.** CONTRACTOR shall provide invoices reflecting work completed. The CITY will pay CONTRACTOR the amount as agreed to on Exhibit C. Payment will be made monthly on the basis of invoices submitted or as agreed. CONTRACTOR shall indicate on the invoices the location or areas the charge has been applied to.

14.1 **Deductions to Payments Due.** Should CONTRACTOR fail to perform the work in accordance with the agreement, the CITY may hold part or all payments due to CONTRACTOR. Partial payment may be withheld and not paid if it is determined that CONTRACTOR has performed poorly.

The CITY shall establish the payment amount. If CONTRACTOR has not taken action to correct the deficiency within the time listed below ("Correction Time Limit Schedule"), the 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. Work completed in an unsatisfactory manner will not be paid for.

14.2 Failure to correct areas identified as deficient by the CITY within the limits of this correction time limit schedule, unless written extensions have been authorized, 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 working days
Mowing	2 working days
Cleaning	2 working days
Fertilization	5 working days
Trimming	3 working days
Pruning	10 working days
Hazard Removal (sight obstruction) *	1 working day
Replanting	10 working days
Dead Plant Removal	2 working days
Schedules	2 working days
Total Neglect of Area *	1 working day

The items denoted with an asterisk are considered serious deficiencies. If after the second inspection the Contract Administrator/designee still finds the deficiency, a \$100.00 re-inspection fee may be assessed for each area found in this condition. If repeat deficiencies are noted in a given area within a 30-day time frame, then this condition will be construed as a serious deficiency and the re-inspection fee will be assessed. Accumulated re-inspection fees will be deducted from CONTRACTOR's monthly payments.

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

15. **CHANGES TO AGREEMENT (AMENDMENTS)**. Whenever a change in the scope of work contemplated in this contract is determined to be necessary, the work will be performed in accordance with the agreement provided; however, **before** such work is started, an amendment shall be executed by the CITY and CONTRACTOR. Additions, modifications, or deletions from the scope of work provided herein may be made and the compensation to be paid to CONTRACTOR may be adjusted accordingly by mutual agreement of the contracting parties. It is distinctly understood and agreed that no claim for extra work done or materials furnished by CONTRACTOR will be allowed by the CITY except as provided herein, nor shall CONTRACTOR do any work or furnish any materials not covered by the agreement unless such work is first requested in writing.
16. **TERMINATION OF AGREEMENT**. The CITY and CONTRACTOR agree to the full performance of the covenants contained herein, except that the CITY reserves the right, at its discretion, to terminate or abandon the service provided for in this agreement or abandon any portion of the project for which service have been performed by CONTRACTOR.

In the event that the CITY abandons the services or any part of the services herein provided, the CITY will notify CONTRACTOR in writing. Immediately after receiving such notice, CONTRACTOR shall discontinue advancing the work under this agreement and shall proceed to close such operations.

Upon such termination or abandonment, CONTRACTOR shall deliver to the Contract Administrator/designee all drawings, notes, calculations, sketches and other material entirely or partially completed, together with all unused materials supplied by the CITY. CONTRACTOR shall appraise the work that has been completed and submit a final appraisal to the Contract Administrator/designee for evaluation.

CONTRACTOR shall receive, as compensation in full for services performed to date of such termination, a fee for the percentage of work actually completed. This fee shall be a percentage of the CONTRACTOR's fee described in this agreement and shall be in the amount to be agreed upon mutually by CONTRACTOR and the CITY. The CITY will make this final payment within sixty (60) days after CONTRACTOR has delivered the last of the partially completed items.

17. **STANDARDS.** The specifications listed below are the minimum requirements and are intended to govern, in general, the requirements desired. The CITY reserves the right to evaluate variations from these specifications.

17.1 **PLANT MATERIAL (TREES, SHRUBS, LAWNS, GROUNDCOVER)**

- a. 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 agreement. 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 CONTRACTOR. All replacement plants furnished by 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 "Hourly Rate for Special Work", as stated in Exhibit C "Pricing".

The CITY will provide the replacement plant material at no cost to the CONTRACTOR. CONTRACTOR shall notify the Contract Administrator/designee 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 Contract Administrator/designee prior to 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. When a tree has been removed the stump will be ground down or cut back 4-6" below grade. Irrigation lines will be capped off.

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 Contract Administrator/designee of any disease or pest infestation that may result in the destruction of plant material. In the event the disease or pest infestation resulted from improper plant maintenance (see section on Pest and Insect Control), CONTRACTOR shall 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 shall 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" redwood stakes on each side of the tree out of the root-ball area 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 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.

- 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.

## 17.2 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" above height of grade (street surface) for shrubs within the sight distance triangle (refer to CITY Standard Site Distance, Detail #39). Shrubs in R.O.W. or basins within 10' 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; not to exceed 25' in height, of each plant. If replacement is necessary, except when due to negligence of CONTRACTOR, plant materials will be supplied by the CITY.

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 2(a) of this contract. Pruning shall be performed following accepted practices, no stubs.

Pruning is defined as cutting to a tree to shape, thin, or change the direction of the new growth. This would include crown cleaning, crown thinning, crown reduction, crown restoration and crown raising. Trimming is cutting to remove a hazard or sight obstruction.

- c. CONTRACTOR shall have good quality, appropriate hand tools available at all times. CONTRACTOR shall keep 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 work day.
- d. All trees shall be pruned yearly, but may require touch up trimming and pruning throughout the year on an as needed basis.
- e. Pruning standards shall follow the ISA Western Chapter Pruning Standards for correct pruning.
- f. Pruning over 25' in height, except palm trees, will be pruned as requested. CITY will contract this pruning separately or ask CONTRACTOR to submit a separate bid for this work.

- g. An ISA Certified Arborist or Certified Tree Worker must be available to train, oversee, and supervise all pruning of trees.
- h. Palm Trees – Palm tree pruning will be a component of this agreement. There are approximately 484 palm trees. CONTRACTOR shall be responsible to trim palm trees within the boundaries of their assigned sites. Palm trees, regardless of height, shall have frond stubs and seed pods removed in July, but do not require skinning, and trimming will be completed by August 31. More than one trimming of palms may be required. This will be on an as needed basis and at no additional cost to the CITY.

**17.3 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 and blow off sidewalks 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.

**17.4 Lawn Areas:**

- (1) Mowing (Turf Areas - No Overseed)
  - (a) May 1 through October 15  
*Frequency - Weekly*  
*Height - One and one-half Inches (1 1/2")*
  - (b) October 16 through April 30  
*Bermuda: Frequency - Monthly or when grass (annual or Bermuda) exceeds three (3) inches in height*  
*Height - The minimum height shall be one and one-half Inches (1 1/2")*

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.

**17.5 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. All site chemical applications shall be done by applicators certified through State of Arizona Office of Pest Management. All spot applications of over eight (8) gallons must meet the perimeters set in OPM Code Section 32-2311.

- 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 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 buildings or grounds.
- g. Product names, formulas and antidotes covering chemicals and pesticides to be used under this contract shall be maintained by the CONTRACTOR for quick reference. 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 Office of Pest Management. All herbicide and pesticide applicators must be certified by the Office of Pest Management. However, spot applications of eight (8) gallons or less may be allowed for non-licensed individuals if the meet the parameters set in OPM code section 32-2311.
- 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. Additional inspection and service shall be completed by the CONTRACTOR four (4) working days after notification.
- l. Yearly, in November, all palms will be treated with a copper fungicide (Bordeaux) to prevent bud rot. Additional applications in May or June will be applied as necessary by the CONTRACTOR at no additional expense to the CITY.
- m. All fruit bearing Olive trees will be treated for pollen and fruit prevention. Embark or Olive Stop will be used at the recommended label rate for two (2) applications. A chemical log sheet must be submitted indicating the date, location and chemical used during the application.

## 17.6 WEED CONTROL

- a. Under this agreement, the areas consisting of river rock, pea gravel, decomposed granite, irrigation backflow cages and bare earth in planting areas, shall be kept free of grass and weeds at all times. It shall be CONTRACTOR's responsibility to insure this is accomplished.
- b. If weeding is not performed as required in this contract, the CITY will consider the affected areas unsatisfactory and retain another CONTRACTOR to remove weeds and deduct that expense from the CONTRACTOR's monthly payment.
- c. Pre-Emergent Herbicide Application  
 Apply BSAF brand Surflan to all non-turf and open areas per label instruction: one winter application (December 15 - January 15) and one summer application of Surflan or Ronstar (June 15 - July 15). Before application, areas must be free from weeds. Schedule of Surflan applications must be submitted to the Contract Administrator/designee at least five (5) working days prior to application. Failure to submit schedule as prescribed may be grounds for termination of agreement. A blue dye spray indicator will be used on applications.
- d. Post-Emergent Weed Control - Non-Turf Areas  
 All weeds are to be controlled by chemical means before reaching 3" high. Weeds are not to be controlled by mechanical means (hoeing).  
Summer - Weeds to be controlled by the use of Monsanto brand "Roundup" or RazorPro herbicide per label instructions or approved equal.  
Winter - Weeds to be controlled by Reward, Quik-Pro, or Razor in the granite areas or approved equal.
- e. Post-Emergent Weed Control - Turf Areas  
 Winter annual broadleaf weeds to be controlled by the use of a broadleaf herbicide, per label instructions.  
 Cutting of the grass is not considered a weed control measure.
- f. No soil sterilants of any type shall be used.

**17.7 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 fourteen (14) days. This is to include sidewalks, bike paths and medians adjacent to planted areas and medians in the middle of the streets. Bare earth areas and areas dressed with decomposed granite will be raked every other month. Excessive erosion, traffic damage, or vandalism may be repaired at extra cost, at the discretion of the Contract Administrator/designee. All material collected shall be disposed of by CONTRACTOR and in accordance with all City, County, State and Federal requirements. The CITY understands that illegal dumping takes place on CITY property. CONTRACTOR shall be responsible for cleaning and disposal of debris. Each incident will be considered on an individual basis and CONTRACTOR will be paid at the hourly rate listed.

Debris is to be removed to a licensed transfer station or landfill. CONTRACTOR shall be solely responsible for any disposal fee (dumping charges).

**17.8 CLEAN AND WEED CONTROL OF RAISED MEDIANS:** Clean all raised, non- landscaped medians (26) in the CITY on major arterial streets. Blow off area using care to protect vehicles. Remove trash, remove weeds in cracks of concrete and between concrete and asphalt. Shovel and remove debris in the gutter

line at the bull nose of the median. Debris is to be removed to the transfer station or landfill (refer to above section).

## 17.9 **FERTILIZATION**

### **TURF AREAS**

*April 15 through September 30*

**Rate of Application** - Six (6) lbs. ammonium sulphate (25-5-11) per 1,000 square feet every eight weeks. This would total 270 lbs. per acre/application. Three (3) applications will be required within this time frame. Fertilizer to be watered into the soil immediately after each application. Other nitrogen fertilizers may be substituted which provide the same level of nitrogen throughout the growing season. Substitute material, application rates and times must be approved by the Contract Administrator/designee.

**Aeration** of all turf areas will be performed in April of each year. A 6" deep verti-cut will be accomplished using standard aeration equipment supplied by CONTRACTOR. Equipment used will be approved by the Contract Administrator/designee prior to use.

### **NON-TURF AREAS**

*March 1 through March 31*

Other plant material must be fertilized **yearly** during the month of March. All plants shall be observed for signs of nutrient deficiencies and treated to correct deficiencies throughout the year. Such corrective action shall be at CONTRACTOR's cost.

**17.10 IRRIGATION MAINTENANCE.** The CITY shall furnish all water. In some cases reclaim water will be used. There are special requirements for dealing with reclaim water. The CITY will give proper instructions concerning these conditions.

- a. CONTRACTOR shall be responsible to see that all plant materials owned by the CITY, which are planted within contract boundaries, receive the proper amount of water to maintain health and vigor. If special watering is needed for any area, it is the responsibility of the CONTRACTOR to bring it to the CITY's attention in writing. Plant materials that are damaged due to lack of water or over watering (when CONTRACTOR has control) shall be replaced or returned to health at CONTRACTOR's expense. Replacement and plant recovery procedures shall be submitted by CONTRACTOR for CITY's approval.
- 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 CONTRACTOR can justify, to the CITY's satisfaction, deviation from the guidelines:
  - (1) Adjustment must be made to maintain growth at the desired rate.
  - (2) Irrigation between 9:00 p.m. and 6:00 a.m. is preferred but other nighttime hours are approved if necessary.
  - (3) Irrigation after 6:00 a.m. must be approved by Contract Administrator/designee.
- d. All the irrigation 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 landscape plant materials.
- e. When irrigation 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. Upon written notification from the CONTRACTOR 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 below.
- g. The CONTRACTOR shall maintain a log of current irrigation timing. A copy of the log shall be maintained at the site, properly protected from the elements. The log shall include, but not be limited to, the following items: (1) days of week system is on; (2) start times; (3) station timing; and (4) station description information.
- h. When rain occurs or is forecast with some certainty, for more than a one-day period, all irrigation systems in the turf areas shall be turned off by the CONTRACTOR's personnel.
- i. Special watering (when ordered by the CITY) will be paid for at the "Hourly Rate for Special Work" as stated in the Bid Price Schedule of this bid. 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. Any manual systems are to be properly maintained and operated by the CONTRACTOR based on the required rate and frequency necessary for the season and to maintain healthy plant material.
- k. All systems will be checked on a bi-weekly basis. The CITY will provide controller locations.

**17.11 IRRIGATION MAINTENANCE**

- a. Irrigation systems shall be maintained 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 must be made within two (2) days unless a delay is authorized by the CITY in writing.
- b. The CONTRACTOR is required to employ at least four qualified Irrigation Technician repair persons and/or more as required to maintain and repair all irrigation systems within the contract boundaries. The Irrigation Technician and the Lead Maintenance person will not be the same person. The CITY will certify the skill level of all Irrigation Technicians that will work on the CITY of Chandler's sprinkler maintenance contract. This certification will be accomplished by a "hands-on" situational exercise conducted by the CITY of Chandler. The CONTRACTOR may certify as many individuals as desired to successfully perform the contract requirements. Failure to successfully certify Irrigation Technicians will be grounds for termination of the Landscape Contract in its entirety.

Time Frame for Irrigation Technician qualifications:

Beginning of Contract:

Testing to qualify Irrigation Technicians from the successful bid CONTRACTOR will be completed prior to City Council approval. If any applicant fails the test they will be retested in five (5) days. If the CONTRACTOR has failed to qualify a Irrigation Technician the contract is subject to be awarded to the next low bidder.

Mid-Contract:

If a CONTRACTOR loses their qualified Irrigation Technician during the course of the contract, they will have ten (10) working days to hire a replacement and take the test. If the applicant fails the test, they will be retested in five working (5) days. If the applicant fails the

test a second time, they will not be retested. If the CONTRACTOR has failed to qualify a Irrigation Technician in a thirty (30) day time period, the contract is subject to termination for cause.

**CONTRACTOR is encouraged to qualify back-up Irrigation Technicians.**

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

- 1) Repairing a malfunctioning valve
- 2) Repairing a broken wire with a pin-tite connector
- 3) Adjusting the flow on a control valve
- 4) Check the (Ohm) reading on a solenoid assembly for proper operation
- 5) Diagnosing a controller with no display
- 6) Programming an 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.

- c. The CITY will pay for or provide the following parts for repair of the irrigation systems: Controllers, electric valves, vacuum breakers and turf spray heads. All other parts will be supplied by the CONTRACTOR. All of the broken or defective parts, which the CITY is replacing, must be returned to the CITY.
- d. If irrigation equipment presently in service malfunctions but is repairable, it is the CONTRACTOR's responsibility, at no additional cost to the CITY, to supply the labor to repair all such equipment. If a timer malfunctions and cannot be repaired in the field, the CITY, upon notification, will determine the best course of action.
- e. If new equipment is installed, it shall be with the CITY's prior approval and 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 irrigation maintenance shall be part of the monthly cost for each area as stated in the contract. Special repairs or watering shall be paid for at the price agreed upon by extra work authorization.
- g. When any work is done (repairs/replacement) on a valve, the CONTRACTOR will: raise the valve box to the existing grade, and paint the appropriate valve number in black on the top of the box.

## LANDSCAPE CONTRACT FREQUENCY SCHEDULE

<b>Service</b>		<b>Approximate Time Frequencies Per Year</b>
Cleaning/Litter	Every 14 days	26
Raking	every other month	6
Weed Control	Two (2) times per year with pre-emergent herbicide. Post-emergent herbicide as required at CONTRACTOR's cost to meet standards.	2
Pest Control	As required	1
Fertilizing (Plants)	Once per year	1
Fertilizing (turf)	Three (3) times per year (April 15 through August 30)	3
Pruning (trees)	once per year (minimum) & as needed	1
Trimming	As required for trees and shrubs to be maintained in a pleasing and safe appearance at all times.	8 minimum
Mowing	May 1 through October 15 weekly (refer to section 3 of standards) and October 16 through April 30 monthly (refer to section 3 of standards)	31
Irrigation Maintenance	Bi-weekly checks of all systems. Repairs made as required.	26
Palm Pruning	Pruning of all palms in July (once), and as needed to maintain appearance	1
Palm Treatment	Treatment of all palms with copper fungicide in November (once) and as needed to prevent disease.	1
Olive Treatment	Treatment between January and April on all pollen/fruit bearing Olive trees.	2
Aeration	Aeration of all turf areas in April.	1
CITY-Wide Medians	Bi-Weekly maintenance (including cleaning and weeding)	26

**EXHIBIT C  
PRICING**

T = TURF  
U = UNIMPROVED

G = GRANITE  
A = ACRE

**AREA 1**

Site #	Location	Price Per Month	Qty	Annual Price
100	Western Canal - Basins - Price Rd to AZ Ave	\$ 5,756.45	12	\$ 69,077.40
101	Elliot Road - Basins - West of Coronado to Summit Pl.	\$ 4,440.69	12	\$ 53,288.28
102	Elliot Road - ROW - Villas Lane East to Dakota St.	\$ 296.05	12	\$ 3,552.60
103	Dobson Road/Warner Road to North City Limits	\$ 838.80	12	\$ 10,065.60
104	Warner Road - ROW & Basins - Northside from Bullmoose to Comanche	\$ 279.60	12	\$ 3,355.20
105	Alma School - ROW - N & S of Summit	\$ 345.39	12	\$ 4,144.68
106	Joran School Basin	\$ 452.29	12	\$ 5,427.48
107	Elliot Road - Basin - North side of Elliot Road	\$ 542.75	12	\$ 6,513.00
108	Alma School Road - Basins - East Side - N & S of Palomino	\$ 710.51	12	\$ 8,526.12
109	Alma School Road/Highland Basin	\$ 167.76	12	\$ 2,013.12
110	Knox/Hartford - ROW North side on Knox	\$ 47.70	12	\$ 572.40
111	Alma School/Knox to Ray - Medians	\$ 65.79	12	\$ 789.48
112	Warner Road - ROW - South side - West of Lemon Tree to Coronado	\$ 164.47	12	\$ 1,973.64
113	Warner/McQueen - ROW	\$ 657.88	12	\$ 7,894.56
114	Improvement District 51 - McQueen/Warner	\$ 1,480.23	12	\$ 17,762.76
115	Ray Road - Medians - Alma School West to Arrowhead	\$ 411.18	12	\$ 4,934.16
116	Warner Rd. - South side - ROW Arrowhead to just e of Comanche	\$ 32.89	12	\$ 394.68
117	Dobson & Highland - Basin - SE Corner	\$ 317.43	12	\$ 3,809.16
118	Warner/Hartford Cedar Ridge Basins	\$ 804.26	12	\$ 9,651.12
119	Warner Rd - Basins on Warner between Pennington & Arrowhead Dr	\$ 1,184.18	12	\$ 14,210.16
120	Warner Rd - ROW - Sunset to Evergreen	\$ 82.24	12	\$ 986.88

121	Alma School Road - ROW- Westside - Stottler Dr to Calle Del Norte	\$ 32.89	12	\$ 394.68
122	Alma School Rd - Westside - Cheyenne to Mesquite	\$ 32.89	12	\$ 394.68
123	Alma School Rd - Eastside - Cheyenne to Mesquite	\$ 493.41	12	\$ 5,920.92
124	Price Rd and Curry Rd	\$ 32.89	12	\$ 394.68
125	Knox and Sunset - Northside	\$ 32.89	12	\$ 394.68
126	Ray Rd and Iowa St.	\$ 8.22	12	\$ 98.64
<b>Total Area 1:</b>				<b>\$ 236,540.76</b>
<b>Hourly Rate for Optional Work, if necessary:</b>				<b>\$18.00</b>

**AREA 2 - WEST SIDE**

Item #	Location	Price Per Month	Qty	Annual Price
200W	Tyson Manor - Basin	\$ 149.24	12	\$ 1,790.88
201W	Price Road - Medians - S of 202 to Queen Creek Rd	\$ 731.55	12	\$ 8,778.60
202W	Alma School Road - Medians - Chandler Blvd to Queen Creek Rd	\$ 3,511.44	12	\$ 42,137.28
203W	Dobson Road - Medians - Chandler Blvd to Medians S of Pecos Rd	\$ 936.38	12	\$ 11,236.56
204W	Chandler Blvd - Northside Median - Sunset to Evergreen	\$ 58.52	12	\$ 702.24
205W	Dobson Road - Medians - 202 S to Queen Creek Rd	\$ 877.86	12	\$ 10,534.32
206W	Nebraska & Fairview - Denver Basin	\$ 702.29	12	\$ 8,427.48
207W	Dobson Road - South of Warner - ROW	\$ 348.22	12	\$ 4,178.64
208W	Chandler Blvd - Medians - Price Rd to Sunset Dr	\$ 365.78	12	\$ 4,389.36
209W	Chandler Heights Road - Medians - Alma School Rd to Arizona Ave	\$ 555.98	12	\$ 6,671.76
210W	Queen Creek Rd - Medians - W City limits to AZ Ave.	\$ 1,463.10	12	\$ 17,557.20
211W	Alma School Road - Medians - S of Ocotillo to Chandler Heights Rd	\$ 877.86	12	\$ 10,534.32
212W	Dobson Road - 1st median N of Ocotillo - 1st median E of Dobson	\$ 790.07	12	\$ 9,480.84
213W	Pecos Road - Medians - Dobson to AZ Ave - ROW AZ Ave to Iowa St	\$ 585.24	12	\$ 7,022.88
214W	Ray Road Basin - West of Az Ave	\$ 58.52	12	\$ 702.24
215W	Willis Road - W of Arizona Ave	\$ 58.52	12	\$ 702.24

216W	Chandler Blvd - E and W of Apache	\$ 2.93	12	\$ 35.16
217W	AZ Ave/Frye Rd North	\$ 58.52	12	\$ 702.24
218W	Germann Road - Price to Arizona Ave	\$ 585.24	12	\$ 7,022.88
219W	Ray Road - Southside Arrowhead East of Central	\$ 877.86	12	\$ 10,534.32
220W	Ocotillo - West of AZ Ave to Basha Road	\$ 146.31	12	\$ 1,755.72

**AREA 2 - EAST SIDE**

Item #	Location	Price Per Month	Qty	Annual Price
230E	Chandler Blvd - East of Cooper	\$ 419.82	12	\$ 5,037.84
231E	Pecos Road - East of McQueen to Gilbert Rd	\$ 559.76	12	\$ 6,717.12
232E	McQueen Road - S of Ray to Chandler Blvd	\$ 643.72	12	\$ 7,724.64
233E	Chandler Blvd - ROW - NS & SS of Chandler	\$ 419.82	12	\$ 5,037.84
234E	McQueen Rd - ROW WS of McQueen	\$ 83.96	12	\$ 1,007.52
235E	Queen Creek Rd - Medians - E of Cooper	\$ 839.64	12	\$ 10,075.68
236E	McQueen Rd - ROW & Medians - S of Chandler to Pecos	\$ 1,091.53	12	\$ 13,098.36
237E	Germann Rd - Medians - Az Ave to Gilbert	\$ 1,763.24	12	\$ 21,158.88
238E	AZ Ave - Medians S of Pecos to Chandler H	\$ 1,119.52	12	\$ 13,434.24
239E	Fann Basin	\$ 279.88	12	\$ 3,358.56
240E	Pecos Rd - Medians - AZ Ave to McQueen	\$ 475.80	12	\$ 5,709.60
241E	AZ Ave - ROW - E and W Sides S of Frye Rd to Pecos Rd	\$ 139.94	12	\$ 1,679.28
242E	Cooper Rd - Medians - 1st Median S of Ray to 1st Median S of Chandler Blvd	\$ 419.82	12	\$ 5,037.84
243E	Cooper Rd - Medians - S of Riggs to Hunt Hwy	\$ 769.67	12	\$ 9,236.04
244E	Ocotillo Rd - Medians from McQueen - to W of Gilbert	\$ 699.70	12	\$ 8,396.40
245E	McQueen Rd - Medians - N of Riggs to Buena Vista	\$ 195.92	12	\$ 2,351.04
246E	Chandler Heights Rd - Medians E & W of Hamilton	\$ 83.96	12	\$ 1,007.52
247E	Gilbert Rd/Pecos to Queen Creek Rd	\$ 559.76	12	\$ 6,717.12
248E	Riggs Rd - AZ Ave to Val Vista	\$ 1,880.79	12	\$ 22,569.48

249E	Cooper Rd/Queen Creek to S of Ocotillo	\$ 279.88	12	\$ 3,358.56
250E	Cooper Rd - Chandler S to Pecos	\$ 363.84	12	\$ 4,366.08
251E	Chandler Heights - Medians E of Lindsay - Medians W of Lindsay	\$ 279.88	12	\$ 3,358.56
252E	Gilbert Rd - Medians between Ocotillo & Chandler Heights	\$ 83.96	12	\$ 1,007.52
253E	Lindsay Rd - S of Ocotillo to Riggs Rd	\$ 279.88	12	\$ 3,358.56
<b>Total Area 2:</b>				<b>\$ 329,701.44</b>
<b>Hourly Rate for Optional Work, if necessary:</b>				<b>\$18.00</b>

**AREA 3**

Site #	Location	Price Per Month	Qty	Annual Price
300	Twelve Oaks Blvd	\$ 79.46	12	\$ 953.52
301	Chandler Blvd/Galaxy Dr	\$ 116.53	12	\$ 1,398.36
302	Ray Rd. ROW	\$ 132.43	12	\$ 1,589.16
303	Kyrene Rd - Medians - Kessler Ln N to Ray	\$ 590.62	12	\$ 7,087.44
304	Rural Rd - Medians - Chandler Blvd N to Ray	\$ 325.77	12	\$ 3,909.24
305	McClintock Dr - Chandler Blvd to N City	\$ 405.22	12	\$ 4,862.64
306	56th St - Medians - Chandler to Dublin	\$ 354.90	12	\$ 4,258.80
307	Ray Rd - Price to 54th St	\$ 794.55	12	\$ 9,534.60
308	Crestview Bike Path	\$ 291.34	12	\$ 3,496.08
309	Twelve Oaks - ROW	\$ 529.70	12	\$ 6,356.40
310	McClintock - Medians S of Chandler Blvd to 202 Freeway	\$ 561.48	12	\$ 6,737.76
311	Rural Rd - Medians - Chandler Blvd to Twelve Oaks	\$ 15.89	12	\$ 190.68
312	Kyrene Rd - Basin - Del Rio & Kyrene	\$ 1,239.50	12	\$ 14,874.00
313	Ray Rd - ROW - NS, Willow to W of Juniper	\$ 132.43	12	\$ 1,589.16
314	McClintock - ROW - N of Ray, WS of Orchid Ln	\$ 66.21	12	\$ 794.52
315	Kyrene Rd - Basin - S of Gila Springs	\$ 450.25	12	\$ 5,403.00
316	Kyrene/Chicago Crestview IV and V	\$ 1,522.89	12	\$ 18,274.68

317	Chandler Blvd/Galaxy Glenview	\$ 1,199.77	12	\$ 14,397.24
318	Chandler/McClintock/Country Club Way	\$ 1,891.03	12	\$ 22,692.36
319	Twelve Oaks - Basins & ROW	\$ 3,681.42	12	\$ 44,177.04
320	Kyrene Rd - Basin WS on Kyrene between Del Rio St and Ivanhoe St	\$ 264.85	12	\$ 3,178.20
321	McClintock - ES only - ROW	\$ 264.85	12	\$ 3,178.20
322	Twelve Oaks - Bike Extension	\$ 15.89	12	\$ 190.68
323	Chandler Blvd - Medians - 54th to Price	\$ 595.91	12	\$ 7,150.92
324	Crafco Basin	\$ 264.85	12	\$ 3,178.20
325	Ray Rd & I-10 Entrance Way	\$ 529.70	12	\$ 6,356.40
326	Metro Blvds	\$ 5.30	12	\$ 63.60
327	McClintock/Chandler Blvd Basin .2A	\$ 52.97	12	\$ 635.64
328	McClintock/Chandler Blvd Basin .4A	\$ 52.97	12	\$ 635.64
329	Geronimo St - ROW	\$ 264.85	12	\$ 3,178.20

**Total Area 3: \$ 200,322.36**

<b>Hourly Rate for Irrigation Tech:</b>	<b>\$22.00</b>
<b>Hourly Rate for Laborer:</b>	<b>\$18.00</b>
<b>Hourly Rate for Arborist:</b>	<b>\$60.00</b>
<b>Unit Cost Per Granite Acre:</b>	<b>\$145.00</b>
<b>Unit Cost Per Turf Acre:</b>	<b>\$175.00</b>

<b>TOTAL AREA 1:</b>	<b>\$ 236,540.76</b>
<b>TOTAL AREA 2:</b>	<b>\$ 329,701.44</b>
<b>TOTAL AREA 3:</b>	<b>\$ 200,322.36</b>
<b>GRAND TOTAL AREAS 1-3:</b>	<b>\$ 766,564.56</b>

**EXHIBIT D  
LIST OF CITYWIDE RAISED MEDIANS**

<u>Location</u>	<u>Number of Medians</u>
Price and Frye	1
56 <sup>th</sup> St and Ray	1
Warner and Hartford	2
Warner and Evergreen	2
Alma School and Frye	2
Dobson and Frye	3
Kyrene and Chandler Blvd.	3
56 <sup>th</sup> St and Chandler	1
54 <sup>th</sup> St and Chandler	1
Dobson and Chandler	1
Chandler and Alma School	1
Ray and Alma School	2
Ray and Dobson	2
Warner and Arizona Ave	2
Ocotillo, East of AZ Ave	<u>2</u>
<b>TOTAL -</b>	<b>26</b>

**EXHIBIT E1  
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 a bid for:

**LANDSCAPE MAINTENANCE SITES 1-2-3**

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

\_\_\_\_\_  
SEAL SURETY

By: \_\_\_\_\_  
Attorney-in-Fact

By: \_\_\_\_\_  
SEAL

Its: \_\_\_\_\_

\_\_\_\_\_  
AGENCY OF RECORD

\_\_\_\_\_  
AGENCY ADDRESS

**EXHIBIT E2  
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 **LANDSCAPE MAINTENANCE SITES 1-2-3; RFP No. ST0-988-2804**, 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 \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
PRINCIPAL

CORPORATE SEAL

\_\_\_\_\_  
AGENT OF RECORD

BY \_\_\_\_\_

\_\_\_\_\_  
SURETY  
CORPORATE SEAL

\_\_\_\_\_  
AGENT ADDRESS

BY \_\_\_\_\_

**EXHIBIT E3  
PAYMENT BOND**

ARIZONA STATUTORY PAYMENT BOND  
PURSUANT TO TITLES 28, 34, AND 41, OF THE ARIZONA REVISED STATUTES  
(Penalty of this Bond must be 100% of the Contract 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 office in the City of \_\_\_\_\_, 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, are held and firmly bound unto the City of Chandler, (hereinafter "Obligee") 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 \_\_\_\_\_, 20\_\_\_\_, for **Landscape Maintenance – Sites 1-2-3; RFP No. ST0-988-2804**; 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 Principal promptly pays all moneys due to all persons supplying labor or materials to the Principal or the Principal's subcontractors in the prosecution of the work provided for in said contract, this obligation is void. Otherwise it remains in full force and effect.

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

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

AGENT OF RECORD		PRINCIPAL	SEAL
AGENT ADDRESS		BY _____	SEAL

**EXHIBIT F**  
**Contractor's Equipment**  
 (To be used on Agreement ST0-988-2804 only)

1987 Ford Dump Truck (2)

1997 Chevy S10 Pick up (2)

2006 Ford F-150 Full Size ½ Ton Pick Up

1999 Chevy GK3 Pick up

1994 Chevy Van Sport

1988 Chevy Truck ½ ton

2002 Ford Ranger Pick Up

1997 Chevy S4 Pick Up

1998 Ford 15V Pick Up

1999 Ford Truck ½ ton with Trailer

2000 Chevy Astro Mini Van (2)

2000 Chevy S10 Pick Up

1998 Ford F150 Truck with trailer

1999 International Bucket Truck – 50'

1995 Chevy ¾ ton pick up with 500-gallon tank for chemical application

72" ExMark Lazer Riding Mower (3)

Honda push mower

Echo Weed eaters (3)

Echo Chainsaws (4)

Echo Backpack blowers (6)

Hedge trimmers (4)

Clippers (2)

Various loppers, shears, hand pruners, rakes and all other necessary small tools needed to complete the work listed in this contract

