



# CONTRACT AMENDMENT

**Materials Management  
Procurement**  
 9875 N. 85<sup>th</sup> Ave., 2<sup>nd</sup> Fl.  
 Peoria, AZ 85345  
 Telephone: (623) 773-7115  
 Fax: (623) 773-7118  
 Buyer: Christine Finney

Solicitation No. P11-0055 Page 1 of 1  
 Description: Landscape Maintenance  
 Amendment No. Five (5) Date: 4/1/15

In accordance with the Contract Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 7/31/15. **CONTRACT EXTENSION FOUR**

LAST YEAR OF CONTRACT

THE NEW CONTRACT TERM: **8/1/15 to 7/31/16**

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

	<u>5-12-15</u>	Paul Tripp	The Groundskeeper
Signature	Date	Typed Name and Title	Company Name
<u>620 N. Golden Key</u>		<u>Gilbert</u>	<u>AZ</u> <u>85233</u>
Address		City	State Zip Code

Attested By:  
  
 Rhonda Geriminsky, City Clerk

Director: John R. Sefton, Jr., Community Services Director

Department Rep: Erik Wilson, ROW Contract Supervisor



CC Number  
 ACON39711E  
 Contract Number

Department Rep: Michael D. Weber, Deputy Utilities Director

Approved as to Form: Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed

May 20, 2015, at Peoria, Arizona

Dan Zenko, Materials Management Supervisor

**City Seal**  
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 (Rev 07/05/11) Official File

ACON39711E



# CONTRACT AMENDMENT

## Materials Management Procurement

9875 N. 85<sup>th</sup> Ave., 2<sup>nd</sup> Fl.  
Peoria, AZ 85345  
Telephone: (623) 773-7115  
Fax: (623) 773-7118

Buyer: Christine Finney

Solicitation No. P11-0055 Page 1 of 1  
Description: Landscape Maintenance  
Amendment No. Four (4) Date: 3/24/14

In accordance with the Contract Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 7/31/14. **CONTRACT EXTENSION THREE**

THE NEW CONTRACT TERM: **8/1/14 to 7/31/15**

In addition, a Price Adjustment has been approved. Attached Revised Price Sheet hereby replaces all other Price Sheets.

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

	6-3-14	Paul Tripp	The Groundskeeper
Signature	Date	Typed Name and Title	Company Name
620 N. Golden Key		Gilbert	AZ 85233
Address		City	State Zip Code

Attested By:

Rhonda Geriminsky, City Clerk

Director: John R. Sefton, Jr., Community Services Director

Department Rep: Erik Wilson, ROW Contract Supervisor

Department Rep: Mike Weber, Deputy Utilities Director

Approved as to Form: Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed  
June 12, 2014, at Peoria, Arizona  
  
Dan Zenko, Materials Manager



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ACON39711D

The Groundskeeper  
 Contract Amendment # 4  
 P11-0055, Landscape Maintenance  
 Price Sheet Effective 8/1/2014

Location 1 - City Hall Campus					
City Hall Campus	Sq. Ft.	Old Monthly	Old Annually	New Monthly	New Annually
Consists of the area bound by 85th Avenue on the west, 83rd Avenue on the east, Monroe Avenue to the north and Mountain View Road to the South.	696,000	\$ 6,046.00	\$ 72,552.00	\$ 6,166.92	\$ 74,003.04
<b>Total Location 1 - City Hall Campus</b>	<b>696,000</b>	<b>\$ 6,046.00</b>	<b>\$ 72,552.00</b>	<b>\$ 6,166.92</b>	<b>\$ 74,003.04</b>
				Overall Increase Location 1	\$ 120.92
					\$ 1,451.04

Location 3 - Utilities Treatment Plants					
Greenway WTP	Sq. Ft.	Old Monthly	Old Annually	New Monthly	New Annually
ROW Weed Control (DG with trees and shrubs)	74,833	\$ 224.50	\$ 2,694.00	\$ 228.99	\$ 2,747.88
Interior Weed Control (DG - mostly large open areas)	501,682	\$ 903.03	\$ 10,836.36	\$ 921.09	\$ 11,053.09
Canal exterior Weed Control (Dirt with trees and shrubs)	17,215	\$ 68.86	\$ 826.32	\$ 70.24	\$ 842.85
Prune shrubs quarterly (interior and exterior) - 375	n/a	\$ 720.00	\$ 8,640.00	\$ 734.40	\$ 8,812.80
<b>Greenway Subtotal:</b>	<b>593,730</b>	<b>\$ 1,916.39</b>	<b>\$ 22,996.68</b>	<b>\$ 1,954.72</b>	<b>\$ 23,456.61</b>
Beardsley WRF	Sq. Ft.	Old Monthly	Old Annually	New Monthly	New Annually
Interior Weed Control (Dirt - mostly large open areas)	166,128	\$ 498.38	\$ 5,980.56	\$ 508.35	\$ 6,100.17
Landscaped Interior Weed Control (DG with trees and shrubs)	13,654	\$ 13.65	\$ 163.80	\$ 13.92	\$ 167.08
Prune shrubs quarterly (interior) - 131	n/a	\$ 180.00	\$ 2,160.00	\$ 183.60	\$ 2,203.20
<b>Beardsley Subtotal</b>	<b>179,782</b>	<b>\$ 692.03</b>	<b>\$ 8,304.36</b>	<b>\$ 705.87</b>	<b>\$ 8,470.45</b>
Butler WRF	Sq. Ft.	Old Monthly	Old Annually	New Monthly	New Annually
Interior Weed Control (DG with trees and shrubs)	268,331	\$ 429.33	\$ 5,151.96	\$ 437.92	\$ 5,255.00
ROW Weed Control (DG with trees and shrubs)	29,018	\$ 116.07	\$ 1,392.84	\$ 118.39	\$ 1,420.70
Prune shrubs quarterly (interior and exterior) - 354	n/a	\$ 500.00	\$ 6,000.00	\$ 510.00	\$ 6,120.00
<b>Butler Subtotal</b>	<b>297,349</b>	<b>\$ 1,045.40</b>	<b>\$ 12,544.80</b>	<b>\$ 1,066.31</b>	<b>\$ 12,795.70</b>
Butler IPS	Sq. Ft.	Old Monthly	Old Annually	New Monthly	New Annually
ROW Weed Control (DG with trees and shrubs)	14,411	\$ 43.23	\$ 518.76	\$ 44.09	\$ 529.14
Prune shrubs quarterly (interior) - 32	n/a	\$ 120.00	\$ 1,440.00	\$ 122.40	\$ 1,468.80
<b>Butler IPS Subtotal</b>	<b>297,349</b>	<b>\$ 163.23</b>	<b>\$ 1,958.76</b>	<b>\$ 166.49</b>	<b>\$ 1,997.94</b>
Jomax WRF	Sq. Ft.	Old Monthly	Old Annually	New Monthly	New Annually
Interior Weed Control (DG - mostly large open areas)	397,109	\$ 476.53	\$ 5,718.36	\$ 486.06	\$ 5,832.73
Exterior Weed Control (DG with cactus and shrubs)	181,743	\$ 181.74	\$ 2,180.88	\$ 185.37	\$ 2,224.50
Prune shrubs quarterly (interior) - 9	n/a	\$ 80.00	\$ 960.00	\$ 81.60	\$ 979.20
<b>Jomax Subtotal</b>	<b>578,852</b>	<b>\$ 738.27</b>	<b>\$ 8,859.24</b>	<b>\$ 753.04</b>	<b>\$ 9,036.42</b>
<b>Grand Total for Location 3 - Utilities Treatment Plants</b>	<b>1,947,062</b>	<b>\$ 4,555.32</b>	<b>\$ 54,663.84</b>	<b>\$ 4,646.43</b>	<b>\$ 55,757.12</b>
				Overall Increase Location 3	\$ 91.11
					\$ 1,093.28

The Groundskeeper  
 Contract Amendment # 4  
 P11-0055, Landscape Maintenance  
 Price Sheet Effective 8/1/2014

Location 4 – Well Sites & Lift Stations					
Well Sites and Lift Stations	Sq. Ft.	Old Monthly	Old Annually	New Monthly	New Annually
W408 - Vistancia Well 8 - 28202 N. Mirage Road	6,347	\$ 15.87	\$ 190.44	\$ 16.19	\$ 194.25
W410 - Vistancia Well 10-11416 W. Dynamite Road	205,756	\$ 411.51	\$ 4,938.12	\$ 419.74	\$ 5,036.88
W501 - Quintero # Well-39473 N. Rees Jones Blvd	3,536	\$ 8.84	\$ 106.08	\$ 9.02	\$ 108.20
B203 - West Wing Booster-26344 N. Black Rock Blvd	11,359	\$ 28.40	\$ 340.80	\$ 28.97	\$ 347.62
W406 - Vistancia Well 6-12611 W. Jomax Road	10,852	\$ 27.13	\$ 325.56	\$ 27.67	\$ 332.07
W405 - Vistancia Well 5-28027 N. El Mirage Road	7,299	\$ 18.25	\$ 219.00	\$ 18.62	\$ 223.38
W402 - Vistancia Well 2-27126 N. El Mirage Road	19,158	\$ 47.90	\$ 574.80	\$ 48.86	\$ 586.30
W214 - 99th & Rose Garden-9963 W. Lake Pleasant Pkwy	30,609	\$ 76.52	\$ 918.24	\$ 78.05	\$ 936.60
W213 - Fire Station 5-23063 N. 102nd Avenue	5,294	\$ 13.24	\$ 158.88	\$ 13.50	\$ 162.06
W212 - Falcon-22435 N. 83rd Avenue	3,319	\$ 8.30	\$ 99.60	\$ 8.47	\$ 101.59
W211 - Patterson B-10725 W. Williams Road	25,939	\$ 64.85	\$ 778.20	\$ 66.15	\$ 793.76
W210 - Deer Valley 104th-10455 W. Deer Valley Road	12,668	\$ 31.67	\$ 380.04	\$ 32.30	\$ 387.64
W209 - 105th and Rose Garden-10650 W. Rose Garden Lane	8,404	\$ 21.01	\$ 252.12	\$ 21.43	\$ 257.16
W208 - Westbrook 3C-8897 W. Beardsley Road	9,117	\$ 22.79	\$ 273.48	\$ 23.25	\$ 278.95
W207 - Westbrook 1-9301 W. Beardsley Road	13,800	\$ 34.50	\$ 414.00	\$ 35.19	\$ 422.28
W206 - Parkridge-9620 W. Beardsley Road	25,053	\$ 62.63	\$ 751.56	\$ 63.88	\$ 766.59
W205 - Ventana 2C-10827 W. Beardsley Road	5,690	\$ 14.23	\$ 170.76	\$ 14.51	\$ 174.18
W204 - Ventana 1-20000 N. 107th Avenue	23,798	\$ 59.50	\$ 714.00	\$ 60.69	\$ 728.28
W203 - Union Hills-8901 W. Union Hills	22,387	\$ 55.97	\$ 671.64	\$ 57.09	\$ 685.07
W202 - Country Club-18546 N. Country Club	17,942	\$ 44.86	\$ 538.32	\$ 45.76	\$ 549.09
W201 - Peacock Village 17850 N. 87th Avenue	24,525	\$ 61.31	\$ 735.72	\$ 62.54	\$ 750.43
W115 S - ADOT Metering Site-8451 W. Bell Road	7,975	\$ 19.94	\$ 239.28	\$ 20.34	\$ 244.07
W115 N-ADOT 8451 W. Bell Road	746	\$ 1.87	\$ 22.44	\$ 1.91	\$ 22.89
W114 - Peoria Sports Complex-16111 N. 83rd Avenue	5,336	\$ 13.34	\$ 160.08	\$ 13.61	\$ 163.28
W113 - 71st & Canal B 15787 N. 72nd Avenue	9,555	\$ 23.89	\$ 286.68	\$ 24.37	\$ 292.41
W112 - Arrowhead Shores-15410 N. 87th Avenue	23,402	\$ 58.51	\$ 702.12	\$ 59.68	\$ 716.16
W111 - Desert Harbor B-15301 N. 91st Avenue	9,569	\$ 23.92	\$ 287.04	\$ 24.40	\$ 292.78
W110 - Weedville-14017 N. 73rd Avenue	22,654	\$ 56.64	\$ 679.68	\$ 57.77	\$ 693.27
W109 - Sweetwater-12740 N. 91st Avenue	7,223	\$ 18.06	\$ 216.72	\$ 18.42	\$ 221.05
W108 - Bailey-11940 N. 75th Avenue	2,510	\$ 6.28	\$ 75.36	\$ 6.41	\$ 76.87
W107 - 70th and Peoria-7021 W. Peoria Avenue	15,290	\$ 38.23	\$ 458.76	\$ 38.99	\$ 467.94
W106 - Stone-8325 W. Stone Avenue	26,917	\$ 67.29	\$ 807.48	\$ 68.64	\$ 823.63
W105 - 71st & Olive-7116 W. Olive Avenue	4,653	\$ 11.63	\$ 139.56	\$ 11.86	\$ 142.35
W104 - 91st & Olive-9183 N. 91st Avenue	3,430	\$ 8.58	\$ 102.96	\$ 8.75	\$ 105.02
W103 - Sunnyboy #1-8686 N. 108th Lane	15,579	\$ 38.95	\$ 467.40	\$ 39.73	\$ 476.75
W102 - Butler-8301 N. 103rd Avenue	18,481	\$ 46.20	\$ 554.40	\$ 47.12	\$ 565.49
W101 - 83rd & Northern-8310 W. Northern Avenue	3,745	\$ 9.36	\$ 112.32	\$ 9.55	\$ 114.57
R401 - Vistancia Zone 5/6-13050 W. Westland Road	179,477	\$ 269.22	\$ 3,230.64	\$ 274.60	\$ 3,295.25
R302 - Sonoran Mtn Ranch Reservoir-29300 N. 72nd Lane	33,230	\$ 83.08	\$ 996.96	\$ 84.74	\$ 1,016.90
R301 - Pleasant Valley-9537 Kyser Drive	34,039	\$ 85.10	\$ 1,021.20	\$ 86.80	\$ 1,041.62
R201 - West Wing Reservoir-26327 N. 91st Avenue	81,335	\$ 203.34	\$ 2,440.08	\$ 207.41	\$ 2,488.88
R103 - Sports Complex Tank Site-8200 W. Tierra Buena	33,326	\$ 83.32	\$ 999.84	\$ 84.99	\$ 1,019.84
L503 - Quintero Lift Station 43-40120 N Quintero Lane	2,717	\$ 6.79	\$ 81.48	\$ 6.93	\$ 83.11
L502 - Quintero Lift Station 30-40096 N Iron Age Dr	2,177	\$ 5.44	\$ 65.28	\$ 5.55	\$ 66.59
L501 - Quintero Lift Station 12-39482 N Iron Age Dr	2,007	\$ 5.02	\$ 60.24	\$ 5.12	\$ 61.44
R102 - Cortez-9251 W. Cortez	18,222	\$ 45.56	\$ 546.72	\$ 46.47	\$ 557.65
P301 - Rock Spring PRV-8298 W. Jomax Road	7,101	\$ 17.75	\$ 213.00	\$ 18.11	\$ 217.26
P108 - Cotton Crossing PRV-8083 W. Market Street	8,500	\$ 21.25	\$ 255.00	\$ 21.68	\$ 260.10
P106 - MOC-8900 N. 79th Avenue	124,107	\$ 310.27	\$ 3,723.24	\$ 316.48	\$ 3,797.70
M108 - 16221 N. 75th Avenue-16221 N. 75th Avenue	250	\$ 0.63	\$ 7.56	\$ 0.64	\$ 7.71
M105 - Plaza Del Rio-12753 N. Plaza Del Rio Blvd.	1,407	\$ 3.52	\$ 42.24	\$ 3.59	\$ 43.08
M103 - 99th & Olive Avenue-99th & Olive Avenue	250	\$ 0.63	\$ 7.56	\$ 0.64	\$ 7.71
LL - Loma Lane Lot-10300 W Loma Lane	11,571	\$ 28.93	\$ 347.16	\$ 29.51	\$ 354.10
L303 - Sonoran Mtn Ranch Lift Station 1-7436 W. Jomax	2,954	\$ 7.39	\$ 88.68	\$ 7.54	\$ 90.45
L302 - Sonoran Mtn Ranch Lift Station 2-7436 W. Brookhart Way	12,653	\$ 31.63	\$ 379.56	\$ 32.26	\$ 387.15
L301 - Pleasant Valley Lift station-28155 N 99th Ave	1,132	\$ 2.83	\$ 33.96	\$ 2.89	\$ 34.64
L201 - Ventana Lakes Lift Station-19621 N. 111th Avenue	636	\$ 1.59	\$ 19.08	\$ 1.62	\$ 19.46
L105 - 75th & Cinnabar LS-10051 N. 75th Avenue	90	\$ 0.23	\$ 2.76	\$ 0.23	\$ 2.82
L104 - Apollo LS-9700 W. Peoria	2,390	\$ 5.98	\$ 71.76	\$ 6.10	\$ 73.20
L103 - 101st & Northern LS-10140 W. Northern Avenue	9,876	\$ 24.69	\$ 296.28	\$ 25.18	\$ 302.21
L102 - 112th & Northern LS-11220 W. Northern Avenue	284	\$ 0.71	\$ 8.52	\$ 0.72	\$ 8.69
B301 - Sonoran Mtn Ranch Booster-7494 W. Jomax Road	28,028	\$ 70.07	\$ 840.84	\$ 71.47	\$ 857.66
L101 - 11th & Orangewood LS-111th & Orangewood	2,084	\$ 5.21	\$ 62.52	\$ 5.31	\$ 63.77
B401 - Quintero - CAP-Sarival Avenue & CAP Canal	101,853	\$ 203.71	\$ 2,444.52	\$ 207.78	\$ 2,493.41
B204 - Jomax/Terramar Booster-7069 W. Jomax	42,025	\$ 105.06	\$ 1,260.72	\$ 107.16	\$ 1,285.93
B202 - Deer Valley Estates-22609 N. 83rd Avenue	5,009	\$ 12.52	\$ 150.24	\$ 12.77	\$ 153.24
B201 - Williams Pump-22541 N. Lake Pleasant Road	16,605	\$ 41.51	\$ 498.12	\$ 42.34	\$ 508.08
<b>Grand Total for Location 4 - Well Sites &amp; Lift Stations</b>	<b>1,435,252.00</b>	<b>\$ 3,254.95</b>	<b>\$ 39,059.40</b>	<b>\$ 3,320.05</b>	<b>\$ 39,840.59</b>
		<b>Overall Increase Location 4</b>		<b>\$ 65.10</b>	<b>\$ 781.19</b>

The Groundskeeper  
 Contract Amendment # 4  
 P11-0055, Landscape Maintenance  
 Price Sheet Effective 8/1/2014

EXTRA WORK RATES (Shall apply to all Locations bid)		
	Original Hourly Rate	New Hourly Rate
Skilled Labor	\$ 26.00	\$ 26.52
General Labor	\$ 22.50	\$ 22.95
Sprinkler Technician	\$ 48.00	\$ 48.96
Certified Arborist	\$ 55.00	\$ 56.10
Certified Tree Worker	\$ 65.00	\$ 66.30
Power Wash Concrete Areas	\$ 35.00	\$ 35.70
Pest Control (Rodents & Insects)	\$ 65.00	\$ 66.30
Weed Control -- non-turf areas	\$ 55.00	\$ 56.10
Landscape Tractor w/Operator	\$ 80.00	\$ 81.60
Bushhog Mowing	\$ 80.00	\$ 81.60
Backhoe with Operator	\$ 130.00	\$ 132.60
Ramada Washing	\$ 35.00	\$ 35.70
Bobcat with Operator	\$ 80.00	\$ 81.60
Dump Truck with Operator	\$ 90.00	\$ 91.80
Vacuuming (per Acre)	\$ 75.00	\$ 76.50
Weed Control! (Turf Area per Acre)	\$ 300.00	\$ 306.00
Aerification w/Tractor and Operator (per Acre)	\$ 300.00	\$ 306.00
Vegetation Maintenance	\$ 25.00	\$ 25.50
Riding Mower, Small	\$ 60.00	\$ 61.20
Riding Mower, Large	\$ 75.00	\$ 76.50
Hand Watering	\$ 22.50	\$ 22.95
Hand Mowing, Trimming	\$ 25.00	\$ 25.50



# CONTRACT AMENDMENT

**Materials Management Procurement**  
 9875 N. 85<sup>th</sup> Ave., 2<sup>nd</sup> Fl.  
 Peoria, AZ 85345  
 Telephone: (623) 773-7115  
 Fax: (623) 773-7118  
 Buyer: Christine Finney

Solicitation No. P11-0055 Page 1 of 1  
 Description: Landscape Maintenance  
 Amendment No. Three (3) Date: 4/18/13

In accordance with the Contract Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 7/31/13. **CONTRACT EXTENSION TWO**

THE NEW CONTRACT TERM:

**Contract Term: 8/1/13 to 7/31/14**

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

	6-14-13	Paul Tripp	The Groundskeeper
Signature	Date	Typed Name and Title	Company Name
620 N. Golden Key		Gilbert	AZ 85233
Address		City	State Zip Code

Attested By:

*for*   
 Rhonda Geriminsky, City Clerk

Director: John Sefton, Community Services Director

Department Rep: Erik Wilson, ROW Contract Supervisor



CC Number

Department Rep: Linda Bezy-Botma, Utilities Operations Mgr.

ACON39711C  
 Contract Number

Approved as to Form: Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed

July 2, 2013 at Peoria, Arizona  
  
 Dan Zenko, Materials Manager



# CONTRACT AMENDMENT

**Materials Management Procurement**  
 9875 N. 85<sup>th</sup> Ave., 2<sup>nd</sup> Fl.  
 Peoria, AZ 85345  
 Telephone: (623) 773-7115  
 Fax: (623) 773-7118  
 Buyer: Christine Finney

Solicitation No. P11-0055 Page 1 of 1  
 Description: Landscape Maintenance  
 Amendment No. Two (2) Date: 4/16/12

In accordance with the Contract Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 7/31/12. **CONTRACT EXTENSION ONE (1)**

### THE NEW CONTRACT TERM:

**Contract Term: 8/1/12 to 7/31/13**

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

	4-30-12	Paul Tripp	The Groundskeeper	
Signature	Date	Typed Name and Title	Company Name	
620 N. Golden Key		Gilbert	AZ	85233
Address		City	State	Zip Code

Attested By:

Wanda Nelson, City Clerk

Director: Jeff Tyne, Community Services Director

Department Rep: Erik Wilson, ROW Contract Supervisor

Department Rep: Linda Bezy-Botma, Utilities Operations Mgr.

CC Number



ACON39711B  
Contract Number

Approved as to Form: Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed

May 31, 2012, at Peoria, Arizona

Dan Zenko, Materials Management Supervisor

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Official File

A CON 39711B



# CONTRACT AMENDMENT

## Materials Management Procurement

9875 N. 85<sup>th</sup> Ave., 2<sup>nd</sup> Fl.  
Peoria, AZ 85345  
Telephone: (623) 773-7115  
Fax: (623) 773-7118

Solicitation No. P11-0055 Page 1 of 1  
Description: Landscape Maintenance  
Amendment No. One (1) Date: March 5, 2012

Buyer: Christine Finney

The above referenced contract is amended as follows:

Special Terms and Conditions, Page 14, Section 41, Billing is amended to include the last sentence (shown below in bold).

**41. Billing:** All billing notices to the City shall identify the specific item(s) being billed and the purchase order number. Items are to be identified by the name, model number, and/or serial number most applicable. Any purchase/delivery order issued by the requesting agency shall refer to the contract number resulting from this solicitation. **The Contractor shall invoice the City no later than thirty (30) calendar days upon completion of work performed under the contract.**

All other provisions of the contract shall remain in their entirety.

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

	3-12-12	Paul Tripp	The Groundskeeper
Signature	Date	Typed Name and Title	Company Name
620 N. Golden Key		Gilbert	AZ 85233
Address		City	State Zip Code

Attested By:  
  
Wanda Nelson, City Clerk

	03-06-2012	Director	Bill Mattingly, Public Works/Utilities Director
	3/6/2012	Department Rep:	Linda Bezy-Botma, Utilities Operations Manager
		Approved as to Form:	Stephen M. Kemp, City Attorney
The above referenced Contract Amendment is hereby Executed			
March 21, 2012 at Peoria, Arizona			
Dan Zenko, Materials Management Supervisor			



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(Rev 07/05/11)

CC Number  
ACON39711A  
Contract Number

Official File

ORIGINAL



# City of Peoria, Arizona Notice of Request for Proposal



Request for Proposal No: **P11-0055** Proposal Due Date: **June 22, 2011**  
 Materials and/or Services: **Landscape Maintenance** Proposal Time: **5:00 P.M. AZ Time**  
 Contact: **Christine Finney**  
 Mailing Address: **City of Peoria, Materials Management** Phone: **(623) 773-7115**  
**9875 N. 85<sup>th</sup> Avenue, 2<sup>nd</sup> Floor, Peoria, AZ 85345**

In accordance with City of Peoria Procurement Code competitive sealed proposals for the material or services specified will be received by the City of Peoria Materials Management at the specified location until the date and time cited above. Proposals shall be in the actual possession of the City of Peoria Materials Management on or prior to the exact date and time indicated above. Late proposals will not be considered, except as provided in the City of Peoria Procurement Code. **Proposals shall be submitted in a sealed envelope with the Request for Proposal number and the offeror's name and address clearly indicated on the front of the envelope.** All proposals shall be completed in ink or typewritten. Offerors are strongly encouraged to carefully read the **entire** Request for Proposal Package.

### OFFER

To the City of Peoria: The undersigned on behalf of the entity, firm, company, partnership, or other legal entity listed below offers on its behalf to the City a proposal that contains all terms, conditions, specifications and amendments in the Notice of Request for Proposal issued by the City. Any exception to the terms contained in the Notice of Request for Proposal must be specifically indicated in writing and are subject to the approval of the City prior to acceptance. The signature below certifies your understanding and compliance with Paragraph 1 of the City of Peoria Standard Terms and Conditions (form COP 202) contained in the Request for Proposal package issued by the City.

For clarification of this offer contact:

Name: PAUL TRIPP Telephone: 480 5450456 email: paitegro@roadrunner.com

THE Groundskeeper  
Company Name

[Signature]  
Authorized Signature for Offer

620 N. GOLDEN KEY  
Address

PAUL TRIPP  
Printed Name

Goibet AZ 85233  
City State Zip Code

MANAGER  
Title

### ACCEPTANCE OF OFFER AND CONTRACT AWARD (For City of Peoria Use Only)

Your offer is accepted by the City, subject to approval of each written exception that your proposal contained. The contract consists of the following documents: 1.) Request for Proposal issued by the City; 2.) Your offer in Response to the City's Request for Proposal; 3.) This written acceptance and contract award.

As the contractor, you are now legally bound to sell the materials and/or services listed by the attached award notice, based on the solicitation of proposals, including all terms, conditions, specifications, amendments and your offer as now accepted by the City. The Contractor shall not commence any billable work or provide any material, service or construction under this contract until the Contractor receives an executed Purchase Order or written Notice to Proceed.

Attested by: Wanda Nelson  
Wanda Nelson, City Clerk

City of Peoria, Arizona. Effective Date: August 1, 2011

Approved as to form:  
[Signature]  
Stephen M. Kemp, City Attorney



CC: \_\_\_\_\_

Contract Number:  
ACW 39711

Contract Awarded Date July 28<sup>th</sup> 2011

Official File: \_\_\_\_\_

[Signature]  
Materials Manager

DESCRIPTION	SQ. FT.	QTY	ORIGINAL OFFER		BEST AND FINAL		
			MONTHLY	ANNUALLY	MONTHLY	ANNUALLY	
<b>Location 1 - City Hall Campus</b>							
City Hall Campus - consists of the area bound by 85th Avenue on the west, 83rd Avenue on the east, Monroe Avenue to the north and Mountain View Road to the South.							
	696,000	12	\$7,090.00	\$85,080.00	\$6,046.00	\$72,552.00	
<b>Subtotal Location 1 - City Hall</b>	<b>696,000</b>	<b>12</b>		<b>\$85,080.00</b>		<b>\$72,552.00</b>	
<b>Location 2 - Retention Basins</b>							
BN001 - 85th Ln from Grovers Ave to Athens St - No Turf	25,230	12	\$151.38	\$1,816.56	\$138.77	\$1,665.24	
BN018 - 85th Ave from Wethersfield Rd to Charter Oak Rd - No Turf	18,391	12	\$110.35	\$1,324.20	\$101.15	\$1,213.80	
BN019 - Bloomfield Rd from 83rd Dr to 84th Dr - No Turf	21,532	12	\$129.19	\$1,550.28	\$118.43	\$1,421.16	
BN021 - Windrose Dr from 86th Dr to 87th Ave - Turf	62,330	12	\$436.31	\$5,235.72	\$342.82	\$4,113.84	
BN022 - 79th Ave from 78th Ave to Port Au Prince - Turf	109,020	12	\$763.14	\$9,157.68	\$599.61	\$7,195.32	
BN024 - Northern Ave from 108th Dr to 109th Ave - No Turf	35,836	12	\$215.02	\$2,580.24	\$197.10	\$2,365.20	
BN025 - Yucca St from 88th Dr to 89th Dr - Turf	112,484	12	\$787.39	\$9,448.68	\$618.66	\$7,423.92	
BN029 - 77th Ave from Mountain View Rd to Turquoise Ave - No Turf	46,729	12	\$280.37	\$3,364.44	\$257.01	\$3,084.12	
BN035 - 75th Ave from Eva St to Sanna St - No Turf	51,290	12	\$307.74	\$3,692.88	\$282.10	\$3,385.20	
BN036 - 76th Ln from Sunnyside Dr to Cherry Hills Dr - Turf	35,610	12	\$249.27	\$2,991.24	\$195.86	\$2,350.32	
BN038 - 83rd Ave from Shangri La Rd to Yucca St - No Turf	9,166	12	\$55.00	\$660.00	\$50.41	\$604.92	
BN039 - 82nd Ave from Mescal St to Shangri La Rd - No Turf	17,596	12	\$105.58	\$1,266.96	\$96.78	\$1,161.36	
ALIGN - 115th Alignment from Olive to Butler - No Turf	181,405	12	\$1,088.43	\$13,061.16	\$997.73	\$11,972.76	
<b>Subtotal Location 2 - Basins</b>	<b>726,619</b>	<b>12</b>		<b>\$56,150.04</b>	<b>\$3,996.43</b>	<b>\$47,957.16</b>	
<b>Location 3 - Utilities</b>							
<b>Greenway WTP</b>							
ROW Weed Control (DG with trees and shrubs)	74,833	12	\$299.33	\$3,591.96	\$224.50	\$2,694.00	
Interior Weed Control (DG - mostly large open areas)	501,682	12	\$1,003.36	\$12,040.32	\$903.03	\$10,836.36	
Canal exterior Weed Control (Dirt with trees and shrubs)	17,215	12	\$68.86	\$826.32	\$68.86	\$826.32	
Prune shrubs quarterly (interior and exterior) - 375	n/a	12	\$720.00	\$8,640.00	\$720.00	\$8,640.00	
<b>Beardsley WRF</b>							
Interior Weed Control (Dirt - mostly large open areas)	166,128	12	\$664.51	\$7,974.12	\$498.38	\$5,980.56	
Landscaped Interior Weed Control (DG with trees and shrubs)	13,654	12	\$13.65	\$163.80	\$13.65	\$163.80	
Prune shrubs quarterly (interior) - 131	n/a	12	\$240.00	\$2,880.00	\$180.00	\$2,160.00	
<b>Butler WRF</b>							
Interior Weed Control (DG with trees and shrubs)	268,331	12	\$536.66	\$6,439.92	\$429.33	\$5,151.96	
ROW Weed Control (DG with trees and shrubs)	29,018	12	\$116.07	\$1,392.84	\$116.07	\$1,392.84	
Prune shrubs quarterly (interior and exterior) - 354	n/a	12	\$680.00	\$8,160.00	\$500.00	\$6,000.00	
<b>Butler IPS</b>							
ROW Weed Control (DG with trees and shrubs)	14,411	12	\$43.23	\$518.76	\$43.23	\$518.76	
Prune shrubs quarterly (interior) - 32	n/a	12	\$120.00	\$1,440.00	\$120.00	\$1,440.00	
<b>Jomax WRF</b>							
Interior Weed Control (DG - mostly large open areas)	397,109	12	\$476.53	\$5,718.36	\$476.53	\$5,718.36	
Exterior Weed Control (DG with cactus and shrubs)	181,743	12	\$181.74	\$2,180.88	\$181.74	\$2,180.88	
Prune shrubs quarterly (interior) - 9	n/a	12	\$80.00	\$960.00	\$80.00	\$960.00	
<b>Subtotal Location 3 - Utilities</b>	<b>1,676,210</b>			<b>\$62,927.28</b>	<b>\$4,555.32</b>	<b>\$54,663.84</b>	
<b>Location 4 - Well Sites and Lift Stations</b>							
W408 - Vistancia Well 8 - 28202 N. Mirage Road	6,347	12	\$31.74	\$380.88	\$15.87	\$190.44	
W410 - Vistancia Well 10 - 11416 W. Dynamite Road	205,756	12	\$823.02	\$9,876.24	\$411.51	\$4,938.12	
W501 - Quintero # Well-39473 N. Rees Jones Blvd	3,536	12	\$17.68	\$212.16	\$8.84	\$106.08	
B203 - West Wing Booster-26344 N. Black Rock Blvd	11,359	12	\$56.80	\$681.60	\$28.40	\$340.80	
W406 - Vistancia Well 6-12611 W. Jomax Road	10,852	12	\$54.26	\$651.12	\$27.13	\$325.56	
W405 - Vistancia Well 5-28027 N. El Mirage Road	7,299	12	\$36.50	\$438.00	\$18.25	\$219.00	
W402 - Vistancia Well 2-27126 N. El Mirage Road	19,158	12	\$95.79	\$1,149.48	\$47.90	\$574.80	
W214 - 99th & Rose Garden-9963 W. Lake Pleasant Pkwy	30,609	12	\$153.05	\$1,836.60	\$76.52	\$918.24	
W213 - Fire Station 5-23063 N. 102nd Avenue	5,294	12	\$76.47	\$917.64	\$13.24	\$158.88	
W212 - Falcon-22435 N. 83rd Avenue	3,319	12	\$16.60	\$199.20	\$8.30	\$99.60	
W211 - Patterson B-10725 W. Williams Road	25,939	12	\$129.70	\$1,556.40	\$64.85	\$778.20	
W210 - Deer Valley 104th-10455 W. Deer Valley Road	12,668	12	\$63.34	\$760.08	\$31.67	\$380.04	
W209 - 105th and Rose Garden-10650 W. Rose Garden Lane	8,404	12	\$42.02	\$504.24	\$21.01	\$252.12	
W208 - Westbrook 3C-8897 W. Beardsley Road	9,117	12	\$45.59	\$547.08	\$22.79	\$273.48	
W207 - Westbrook 1-9301 W. Beardsley Road	13,800	12	\$69.00	\$828.00	\$34.50	\$414.00	
W206 - Parkridge-9620 W. Beardsley Road	25,053	12	\$125.27	\$1,503.24	\$62.63	\$751.56	
W205 - Ventana 2C-10827 W. Beardsley Road	5,690	12	\$28.45	\$341.40	\$14.23	\$170.76	
W204 - Ventana 1-20000 N. 107th Avenue	23,798	12	\$118.99	\$1,427.88	\$59.50	\$714.00	
W203 - Union Hills-8901 W. Union Hills	22,387	12	\$111.94	\$1,343.28	\$55.97	\$671.64	
W202 - Country Club-18546 N. Country Club	17,942	12	\$89.71	\$1,076.52	\$44.86	\$538.32	
W201 - Peacock Village-17850 N. 87th Avenue	24,525	12	\$122.63	\$1,471.56	\$61.31	\$735.72	
W115_S - ADOT Metering Site-8451 W. Bell Road	7,975	12	\$39.88	\$478.56	\$19.94	\$239.28	
W115_N-ADOT - 8451 W. Bell Road	746	12	\$3.73	\$44.76	\$1.87	\$22.44	
W114 - Peoria Sports Complex-16111 N. 83rd Avenue	5,336	12	\$26.68	\$320.16	\$13.34	\$160.08	

P11-0055, Landscape Maintenance  
The Groundskeeper

W113 - 71st & Canal B-15787 N. 72nd Avenue	9,555	12	\$47.78	\$573.36	\$23.89	\$286.68
W112 - Arrowhead Shores-15410 N. 87th Avenue	23,402	12	\$117.01	\$1,404.12	\$58.51	\$702.12
W111 - Desert Harbor B-15301 N. 91st Avenue	9,569	12	\$47.85	\$574.20	\$23.92	\$287.04
W110 - Weedville-14017 N. 73rd Avenue	22,654	12	\$113.27	\$1,359.24	\$56.64	\$679.68
W109 - Sweetwater-12740 N. 91st Avenue	7,223	12	\$36.12	\$433.44	\$18.06	\$216.72
W108 - Bailey-11940 N. 75th Avenue	2,510	12	\$12.55	\$150.60	\$6.28	\$75.36
W107 - 70th and Peoria-7021 W. Peoria Avenue	15,290	12	\$76.45	\$917.40	\$38.23	\$458.76
W106 - Stone-8325 W. Stone Avenue	26,917	12	\$134.59	\$1,615.08	\$67.29	\$807.48
W105 - 71st & Olive-7116 W. Olive Avenue	4,653	12	\$23.27	\$279.24	\$11.63	\$139.56
W104 - 91st & Olive-9183 N. 91st Avenue	3,430	12	\$17.15	\$205.80	\$8.58	\$102.96
W103 - Sunnyboy #1-8686 N. 108th Lane	15,579	12	\$77.90	\$934.80	\$38.95	\$467.40
W102- Butler-8301 N. 103rd Avenue	18,481	12	\$92.41	\$1,108.92	\$46.20	\$554.40
W101 - 83rd & Northern-8310 W. Northern Avenue	3,745	12	\$18.73	\$224.76	\$9.36	\$112.32
R401 - Vistancia Zone 5/6-13050 W. Westland Road	179,477	12	\$897.39	\$10,768.68	\$269.22	\$3,230.64
R302 - Sonoran Mtn Ranch Reservoir-29300 N. 72nd Lane	33,230	12	\$166.15	\$1,993.80	\$83.08	\$996.96
R301 - Pleasant Valley-9537 Kyser Drive	34,039	12	\$170.20	\$2,042.40	\$85.10	\$1,021.20
R201 - West Wing Reservoir-26327 N. 91st Avenue	81,335	12	\$406.68	\$4,880.16	\$203.34	\$2,440.08
R103 - Sports Complex Tank Site-8200 W. Tierra Buena	33,326	12	\$166.63	\$1,999.56	\$83.32	\$999.84
L503 - Quintero Lift Station 43-40120 N Quintero Lane	2,717	12	\$13.59	\$163.08	\$6.79	\$81.48
L502 - Quintero Lift Station 30-40096 N Iron Age Dr	2,177	12	\$10.89	\$130.68	\$5.44	\$65.28
L501 - Quintero Lift Station 12-39482 N Iron Age Dr	2,007	12	\$10.04	\$120.48	\$5.02	\$60.24
R102 - Cortez-9251 W. Cortez	18,222	12	\$91.11	\$1,093.32	\$45.56	\$546.72
P301 - Rock Spring PRV-8298 W. Jomax Road	7,101	12	\$35.51	\$426.12	\$17.75	\$213.00
P108 - Cotton Crossing PRV-8083 W. Market Street	8,500	12	\$42.50	\$510.00	\$21.25	\$255.00
P106 - MOC-8900 N. 79th Avenue	124,107	12	\$620.54	\$7,446.48	\$310.27	\$3,723.24
M108 - 16221 N. 75th Avenue-16221 N. 75th Avenue	250	12	\$1.25	\$15.00	\$0.63	\$7.56
M105 - Plaza Del Rio-12753 N. Plaza Del Rio Blvd.	1,407	12	\$7.04	\$84.48	\$3.52	\$42.24
M103 - 99th & Olive Avenue-99th & Olive Avenue	250	12	\$1.25	\$15.00	\$0.63	\$7.56
LL - Loma Lane Lot-10300 W Loma Lane	11,571	12	\$57.86	\$694.32	\$28.93	\$347.16
L303 - Sonoran Mtn Ranch Lift Station 1-7436 W. Jomax	2,954	12	\$14.77	\$177.24	\$7.39	\$88.68
L302 - Sonoran Mtn Ranch Lift Station 2-7436 W. Brookhart Way	12,653	12	\$63.27	\$759.24	\$31.63	\$379.56
L301 - Pleasant Valley Lift station-28155 N 99th Ave	1,132	12	\$5.66	\$67.92	\$2.83	\$33.96
L201 - Ventana Lakes Lift Station-19621 N. 111th Avenue	636	12	\$3.18	\$38.16	\$1.59	\$19.08
L105 - 75th & Cinnabar LS-10051 N. 75th Avenue	90	12	\$0.45	\$5.40	\$0.23	\$2.76
L104 - Apollo LS-9700 W. Peoria	2,390	12	\$11.95	\$143.40	\$5.98	\$71.76
L103 - 101st & Northern LS-10140 W. Northern Avenue	9,876	12	\$49.38	\$592.56	\$24.69	\$296.28
L102 - 112th & Northern LS-11220 W. Northern Avenue	284	12	\$1.42	\$17.04	\$0.71	\$8.52
B301 - Sonoran Mtn Ranch Booster-7494 W. Jomax Road	28,028	12	\$140.14	\$1,681.68	\$70.07	\$840.84
L101 - 11th & Orangewood LS-111th & Orangewood	2,084	12	\$10.42	\$125.04	\$5.21	\$62.52
B401 - Quintero - CAP-Sarival Avenue & CAP Canal	101,853	12	\$509.27	\$6,111.24	\$203.71	\$2,444.52
B204 - Jomax/Terramar Booster-7069 W. Jomax	42,025	12	\$210.13	\$2,521.56	\$105.06	\$1,260.72
B202 - Deer Valley Estates-22609 N. 83rd Avenue	5,009	12	\$25.05	\$300.60	\$12.52	\$150.24
B201 - Williams Pump-22541 N. Lake Pleasant Road	16,605	12	\$83.03	\$996.36	\$41.51	\$498.12

Subtotal Location 4 – Well Sites & Lift Stations 1,435,252 \$83,648.04 \$3,254.95 \$39,059.40

Total of all 4 Locations \$287,805.36 \$214,232.40

Tax Rate \_\_\_\_\_% (to be included separately on all invoices) 5.915% \$17,023.69 \$12,671.85

Grand Total of all 4 Locations, Including Tax \$304,829.05 \$226,904.25

EXTRA WORK RATES (Shall apply to all Locations bid)  
(Must have Written City Authorization)

	Hourly Rate	Hourly Rate
Skilled Labor	\$26.00	\$26.00
General Labor	\$22.50	\$22.50
Sprinkler Technician	\$48.00	\$48.00
Certified Arborist	\$55.00	\$55.00
Certified Tree Worker	\$65.00	\$65.00
Power Wash Concrete Areas	\$35.00	\$35.00
Pest Control (Rodents & Insects)	\$65.00	\$65.00
Weed Control -- non-turf areas	\$55.00	\$55.00
Landscape Tractor w/Operator	\$80.00	\$80.00
Bushhog Mowing	\$80.00	\$80.00
Backhoe with Operator	\$130.00	\$130.00
Ramada Washing	\$35.00	\$35.00
Bobcat with Operator	\$80.00	\$80.00
Dump Truck with Operator	\$90.00	\$90.00
Vacuuming (per Acre)	\$75.00	\$75.00
Weed Control (Turf Area per Acre)	\$300.00	\$300.00
Aerification w/Tractor and Operator (per Acre)	\$300.00	\$300.00
Vegetation Maintenance	\$25.00	\$25.00
Riding Mower, Small	\$60.00	\$60.00
Riding Mower, Large	\$75.00	\$75.00
Hand Watering	\$22.50	\$22.50
Hand Mowing, Trimming	\$25.00	\$25.00

## Christine Finney

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**From:** Paul Tripp [pault@groundskeeper.com]  
**Sent:** Wednesday, July 20, 2011 10:32 AM  
**To:** Christine Finney  
**Subject:** Groundskeeper best and final  
**Attachments:** Revised\_P11-0055\_Price\_Sheet\_BAFO\_7-20-11.xls

Good Morning Christine,

I have reviewed the prices we submitted and have modified all four locations. Please accept our best and final pricing. I did not complete the RFP as it is in PDF format. I trust this spreadsheet is acceptable.

Please let me know if you need this entered in a different manner.

Best Regards,

Paul

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*Paul Tripp*

**The Groundskeeper  
Branch Manager  
620 N. Golden Key  
Gilbert, AZ 85233  
(480) 545-0456 Office  
(480) 545-0016 Fax  
(602) 376-8291 Cell  
[pault@groundskeeper.com](mailto:pault@groundskeeper.com)**



**Materials Management  
Procurement**  
9875 N. 85<sup>th</sup> Avenue  
Peoria, Arizona 85345-6560  
Phone: (623) 773-7115  
Fax: (623) 773-7118

July 19, 2011

The Groundskeeper  
Attn: Paul Tripp, Regional Manager  
620 N. Golden Key  
Gilbert, AZ 85233

RE: City of Peoria Solicitation Number P11-0055  
Best and Final Offer Request for Landscape Maintenance Services

Dear Mr. Tripp:

The City of Peoria is still reviewing your proposal for the above referenced project and hereby requests your best and final offer. Please re-evaluate and consider reducing the pricing where possible, specifically for LOCATION 4. For your convenience I have attached an excel version of the RFP price sheet with your firm's proposed prices.

Your written response will constitute a Best and Final Offer and should be submitted to my attention as soon as possible, preferably no later than 5:00 pm, **Thursday, July 21, 2011**. The requested information may be e-mailed to me at [christine.finney@peoriaaz.gov](mailto:christine.finney@peoriaaz.gov).

Sincerely,

Christine Finney, CPPB  
Buyer II



# SOLICITATION AMENDMENT

Solicitation No: P11-0055  
 Description: Landscape Maintenance  
 Amendment No: One (1)  
 Solicitation Due Date: June 22, 2011  
 Solicitation Due Time: 5:00 pm

**Materials Management  
 Procurement**  
 9875 N. 86<sup>th</sup> Ave., 2<sup>nd</sup> Fl.  
 Peoria, Arizona 85345-8580  
 Telephone: (623) 773-7115  
 Fax: (623) 773-7118

**Buyer: Christine Finney, Buyer II**

**A signed copy of this Amendment shall be received by the City of Peoria, Materials Management no later than the Solicitation Due Date and Time.**

The solicitation is hereby amended as follows:

Aerial (GIS) photographs are now provided for Location 1 (Municipal Office Complex) and Location 2 (Basins). [Click here for the maps](#)

Location 3 (Utilities Treatment Plants) and Location 4 (Well Sites & Lift Stations) are considered critical infrastructure and aerial photographs of those areas shall only be disclosed to the successful contractor upon award.

Nothing Further.

*All other provisions of this Solicitation shall remain in their entirety.*

Vendor hereby acknowledges receipt and agreement with the amendment.

 7-25-11  
 Signature Date  
Paul Tripp Manager  
 Typed Name and Title  
The Groundkeeper  
 Company Name  
420 N Goldkey  
 Address  
Gilbert AZ 85233  
 City State Zip

The above referenced Solicitation Amendment is hereby Executed

June 2, 2011

at Peoria, Arizona



# SOLICITATION AMENDMENT

Solicitation No: P11-0055  
 Description: Landscape Maintenance  
 Amendment No: Two (2)  
 Solicitation Due Date: June 22, 2011  
 Solicitation Due Time: 5:00 pm

**Materials Management Procurement**  
 9875 N. 85<sup>th</sup> Ave., 2<sup>nd</sup> Fl.  
 Peoria, Arizona 85345-6560  
 Telephone: (623) 773-7115  
 Fax: (623) 773-7118

**Buyer: Christine Finney, Buyer II**

**A signed copy of this Amendment shall be received by the City of Peoria, Materials Management no later than the Solicitation Due Date and Time.**

The solicitation is hereby amended as follows:

- A. Scope of Work, Page 29, Paragraph 10.1.3, Certification; remove "with the City" from the third sentence to read as follows:

*"Failure to successfully certify Irrigation Technicians ~~with the City~~ will be grounds for termination of the Landscape Maintenance Contract in its entirety."*

- B. Scope of Work, Page 34, Paragraph 11.2, Tree Pruning, Subparagraph 11.2.1, Palm Trees, first sentence; remove may and replace with shall to read as follows:

*"Palm trees ~~may~~ shall be pruned annually to the height of new frond growth. This work generally starts approximately September 1st and is complete by October 30th, unless directed otherwise by the Contract monitor. Contractor shall remove all inflorescences in palms before fruit forms in May or June."*

- C. The following questions were received and the City is responding for clarification:

- 1) Are there certain areas inside the water treatment plants where spraying chemicals for weed control shall not be allowed? *City Response: Yes, but only in the recharge basin areas, which are not included in the monthly maintenance, rather they are done on a City requested (as-needed) basis.*

*All other provisions of this Solicitation shall remain in their entirety.*

Vendor hereby acknowledges receipt and agreement with the amendment.

  
 \_\_\_\_\_  
 Signature Date 6-17-11

Paul Tripp  
 \_\_\_\_\_  
 Typed Name and Title

THE Groundkeeper  
 \_\_\_\_\_  
 Company Name

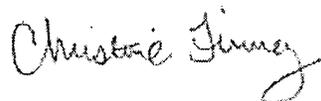
620 N. Golden Key  
 \_\_\_\_\_  
 Address

Gilbert AZ 85233  
 \_\_\_\_\_  
 City State Zip

The above referenced Solicitation Amendment is hereby Executed

June 14, 2011

at Peoria, Arizona





## SOLICITATION AMENDMENT

Solicitation No: P11-0055  
Description: Landscape Maintenance  
Amendment No: Two (2)  
Solicitation Due Date: June 22, 2011  
Solicitation Due Time: 5:00 pm

### Materials Management Procurement

9875 N. 85<sup>th</sup> Ave., 2<sup>nd</sup> Fl.  
Peoria, Arizona 85345-6560  
Telephone: (623) 773-7115  
Fax: (623) 773-7118

**Buyer: Christine Finney, Buyer II**

**A signed copy of this Amendment shall be received by the City of Peoria, Materials Management no later than the Solicitation Due Date and Time.**

- 2) With regard to Centennial Plaza which is currently under construction but is to be included with the contract, Location 1, Municipal Office Complex. When will the construction be complete on the plaza and what is the landscaping and irrigation layout? *City Response: The construction is expected to be complete October 1, 2011. The Engineering Permit Set for Centennial Plaza - Landscaping Irrigation can be downloaded via FTP. Instructions for downloading via City FTP are as follows:*

FTP site: <ftp://cityftp.peoriaaz.gov/solicitation>  
User Login: ftpsolicitation  
User Pwd: AEC91&!v  
(password is case sensitive)

- 3) Does the City require compliance with any type of security policy with regard to trees' canopy heights near the treatment plant walls? *City Response: Yes. Existing vegetation must be maintained at least 5' away from the fence line on both sides when applicable. This may not be applicable at all locations (example: mature trees). Bushes cannot grow over 3' when matured and trees cannot have limbs over hanging the fence line. For areas that are not in compliance with this directive at the time of award of the contract, the City will issue an extra work order to bring the areas into compliance.*

Nothing Further.



# REQUEST FOR PROPOSAL

## INSTRUCTIONS TO OFFEROR

### Materials Management Procurement

9875 N. 85<sup>th</sup> Ave., 2<sup>nd</sup> Fl.  
Peoria, Arizona 85345-6560  
Phone: (623) 773-7115  
Fax: (623) 773-7118

#### 1. PREPARATION OF PROPOSAL:

- a. All proposals shall be on the forms provided in this *Request For Proposal* package. It is permissible to copy these forms if required. Telegraphic (facsimile) or mailgram proposals will not be considered.
- b. The Offer and Contract Award document (COP Form 203) shall be submitted with an original ink signature by a person authorized to sign the offer.
- c. Erasures, interlineations, or other modifications in the proposal shall be initialed in original ink by the authorized person signing the Vendor Offer.
- d. If price is a consideration and in case of error in the extension of prices in the proposal, the unit price shall govern. No proposal shall be altered, amended, or withdrawn after the specified proposal due date and time.
- e. Periods of time, stated as a number of days, shall be calendar days.
- f. It is the responsibility of all Offerors to examine the entire *Request For Proposal* package and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a bid. Negligence in preparing a Proposal confers no right of withdrawal after proposal due date and time.

2. **INQUIRIES:** Any question related to the *Request For Proposal* shall be directed to the Buyer whose name appears on the front. The Offeror shall not contact or ask questions of the department for which the requirement is being procured. Questions should be submitted in writing when time permits. The Buyer may require any and all questions be submitted in writing at the Buyer's sole discretion. Any correspondence related to a *Request For Proposal* should refer to the appropriate *Request For Proposal* number, page, and paragraph number. However, the Offeror shall not place the *Request For Proposal* number on the outside of any envelope containing questions since such an envelope may be identified as a sealed proposal and may not be opened until after the official *Request For Proposal* due date and time.

3. **PROSPECTIVE OFFERORS CONFERENCE:** A prospective offerors conference may be held. If scheduled, the date and time of this conference will be indicated within this document. The purpose of this conference will be to clarify the contents of this *Request For Proposal* in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this *Request For Proposal* or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine if any action is necessary and may issue a written amendment to the *Request for Proposal*. Oral statements or instructions will not constitute an amendment to this *Request for Proposal*.

4. **LATE PROPOSALS:** Late Proposals will not be considered, except as provided by the **City of Peoria Procurement Code**. A vendor submitting a late proposal shall be so notified.

5. **WITHDRAWAL OF PROPOSAL:** At any time prior to the specified proposal due date and time, a Vendor (or designated representative) may withdraw the proposal. Telegraphic (facsimile) or mailgram proposal withdrawals will not be considered.

6. **AMENDMENT OF PROPOSAL:** Receipt of a Solicitation Amendment (COP Form 207) shall be acknowledged by signing and returning the document prior to the specified proposal due date and time.

7. **PAYMENT:** The City will make every effort to process payment for the purchase of goods or services within thirty (30) calendar days after receipt of goods or services and a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account. Any proposal that requires payment in less than thirty (30) calendar days shall not be considered.

8. **NEW:** All items shall be new, unless otherwise stated in the specifications.

9. **DISCOUNTS:** Payment discount periods will be computed from the date of receipt of material/service or correct invoice, whichever is later, to the date Buyer's payment is mailed. Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice. Payment discounts of thirty (30) calendar days or more will be deducted from the proposal price in determining the low bid. However, the Buyer shall be entitled to take advantage of any payment discount offered by the Vendor provided payment is made within the discount period.

10. **TAXES:** The City of Peoria is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a separate item.

11. **VENDOR REGISTRATION:** After the award of a contract, the successful Vendor shall have a completed Vendor Registration Form (COP Form 200) on file with the City of Peoria Materials Management Division.

#### 12. AWARD OF CONTRACT:

- a. Unless the Offeror states otherwise, or unless provided within this *Request For Proposal*, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.
- b. Notwithstanding any other provision of this *Request For Proposal*, The City expressly reserves the right to:
  - (1) Waive any immaterial defect or informality; or
  - (2) Reject any or all proposals, or portions thereof, or
  - (3) Reissue a *Request For Proposal*.
- c. A response to a *Request For Proposal* is an offer to contract with the City based upon the terms, conditions and specifications contained in the City's *Request For Proposal* and the written amendments thereto, if any. Proposals do not become contracts unless and until they are accepted by the City Council. A contract is formed when written notice of award(s) is provided to the successful Offeror(s). The contract has its inception in the award document, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the procurement contract are contained in the *Request For Proposal*; unless modified by a Solicitation Amendment (COP Form 207) or a Contract Amendment (COP Form 217).



## STANDARD TERMS AND CONDITIONS

### Materials Management Procurement

9875 N. 85<sup>th</sup> Ave., 2<sup>nd</sup> Fl.  
Peoria, Arizona 85345-6560  
Phone: (623) 773-7115  
Fax: (623) 773-7118

THE FOLLOWING TERMS AND CONDITIONS ARE AN EXPLICIT PART OF THE SOLICITATION AND ANY RESULTANT CONTRACT.

1. **CERTIFICATION:** By signature in the Offer section of the Offer and Contract Award page (COP Form 203), the Vendor certifies:
  - a. The submission of the offer did not involve collusion or other anti-competitive practices.
  - b. The Vendor shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11456.
  - c. The Vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the vendor may be debarred.
2. **GRATUITIES:** The City may, by written notice to the Contractor, cancel this contract if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City with a view toward securing an order, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such order. In the event this contract is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity. Paying the expense of normal business meals which are generally made available to all eligible city government customers shall not be prohibited by this paragraph.
3. **APPLICABLE LAW:** In the performance of this agreement, contractors shall abide by and conform to any and all laws of the United States, State of Arizona and City of Peoria including but not limited to federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this agreement.

Contractor specifically understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986, and the Drug Free Workplace Act of 1989. In addition, if this agreement pertains to construction, Contractor must also comply with A.R.S. § 34-301, as amended (Employment of Aliens on Public Works Prohibited) and A.R.S. § 34-302, as amended (Residence Requirements for Employees).

Under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter, "Contractor Immigration Warranty").

A breach of the Contractor Immigration Warranty shall constitute a material breach of this agreement and shall subject Contractor to penalties up to and including termination of this agreement at the sole discretion of the City. The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any Subcontractors to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verifications performed.

Neither Contractor nor any Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if Contractor or the Subcontractor establishes that it has complied with the employment verification provisions prescribed by §§ 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214(A).

The provisions of this Paragraph must be included in any contract Contractor enters into with any Subcontractors who provide services under this agreement or any subcontract. "Services" is 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.

Contractor warrants, for the term of this agreement and for six months thereafter, that it has fully complied with the requirements of the Immigration Reform and Control Act of 1986 and all related or similar legal authorities.



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This contract shall be governed by the City and Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this contract or in statutes pertaining specifically to the City. This contract shall be governed by the laws of the State of Arizona and suit pertaining to this contract may be brought only in courts in the State of Arizona.

This contract is subject to the provisions of ARS §38-511; the City may cancel this contract without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City or any of its departments or agencies, is at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

4. **LEGAL REMEDIES:** All claims and controversies shall be subject to resolution according to the terms of the City of Peoria Procurement Code.
5. **CONTRACT:** The contract between the City and the Contractor shall consist of (1) the Solicitation, including instructions, all terms and conditions, specifications, scopes of work, attachments, and any amendments thereto, and (2) the offer submitted by the Vendor in response to the solicitation. In the event of a conflict in language between the Solicitation and the Offer, the provisions and requirements in the Solicitation shall govern. However, the City reserves the right to clarify, in writing, any contractual terms with the concurrence of the Contractor, and such written contract shall govern in case of conflict with the applicable requirements stated in the Solicitation or the Vendor's offer. The Solicitation shall govern in all other matters not affected by the written contract.
6. **CONTRACT AMENDMENTS:** This contract may be modified only by a written Contract Amendment (COP Form 217) signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor.
7. **CONTRACT APPLICABILITY:** The Offeror shall substantially conform to the terms, conditions, specifications and other requirements found within the text of this specific Solicitation. All previous agreements, contracts, or other documents, which have been executed between the Offeror and the City are not applicable to this Solicitation or any resultant contract.
8. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the contract will forthwith be physically amended to make such insertion or correction.
9. **SEVERABILITY:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.
10. **RELATIONSHIP TO PARTIES:** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Contractor should make arrangements to directly pay such expenses, if any.
11. **INTERPRETATION-PAROL EVIDENCE:** This contract represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this contract are hereby revoked and superseded by this contract. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this contract. This contract may not be changed, modified or rescinded except as provided for herein, absent a written agreement signed by both Parties. Any attempt at oral modification of this contract shall be void and of no effect.
12. **NO DELEGATION OR ASSIGNMENT:** Contractor shall not delegate any duty under this Contract, and no right or interest in this Contract shall be assigned by Contractor to any successor entity or third party, including but not limited to an affiliated successor or purchaser of Contractor or its assets, without prior written permission of the City. The City, at its



## STANDARD TERMS AND CONDITIONS

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option, may cancel this Contract in the event Contractor undertakes a delegation or assignment without first obtaining the City's written approval. Contractor agrees and acknowledges that it would not be unreasonable for the City to decline to approve a delegation or assignment that results in a material change to the services provided under this Contract or an increased cost to the City.

13. **SUBCONTRACTS:** No subcontract shall be entered into by the contractor with any other party to furnish any of the material, service or construction specified herein without the advance written approval of the City. The prime contractor shall itemize all sub-contractors which shall be utilized on the project. Any substitution of sub-contractors by the prime contractor shall be approved by the City and any cost savings will be reduced from the prime contractor's bid amount. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract and if the Subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not Subcontractors are used.
14. **RIGHTS AND REMEDIES:** No provision in this document or in the vendor's offer shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of the City to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the City's acceptance of and payment for materials or services, shall not release the Contractor from any responsibilities or obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.
15. **INDEMNIFICATION:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

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.

16. **OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the goods and services used to fulfill the Contract.
17. **FORCE MAJEURE:** Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force Majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; acts of terror, hate crimes affecting public order; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; events or obstacles resulting from a governmental authority's response to the foregoing; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract.

Force majeure shall not include the following occurrences:



## STANDARD TERMS AND CONDITIONS

### Materials Management Procurement

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- a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.
- b. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this Force Majeure term and Condition.

Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure. If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed *Certified-Return Receipt* and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this contract.

18. **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
19. **RIGHT TO AUDIT RECORDS:** The City may, at reasonable times and places, audit the books and records of any Contractor as related to any contract held with the City. This right to audit also empowers the City 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 made pursuant to Paragraph 3 above.
20. **RIGHT TO INSPECT PLANT:** The City may, at reasonable times, inspect the part of the plant or place of business of a Contractor or Subcontractor which is related to the performance of any contract as awarded or to be awarded.
21. **WARRANTIES:** Contractor warrants that all material, service or construction delivered under this contract shall conform to the specifications of this contract. Unless otherwise stated in Contractor's response, the City is responsible for selecting items, their use, and the results obtained from any other items used with the items furnished under this contract. Mere receipt of shipment of the material/service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in the solicitation.
22. **INSPECTION:** All material and/or services are subject to final inspection and acceptance by the City. Materials and/or services failing to conform to the specifications of this Contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. The City may elect to do any or all:
  - a. Waive the non-conformance.
  - b. Stop the work immediately.
  - c. Bring material into compliance.

This shall be accomplished by a written determination for the City.

23. **TITLE AND RISK OF LOSS:** The title and risk of loss of material and/or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.
24. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach of the Contract as a whole.
25. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment of lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials or a default of any nature, at the option of the City, shall constitute a breach of the Contract as a whole.



## STANDARD TERMS AND CONDITIONS

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26. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.
27. **LIENS:** All materials, service or construction shall be free of all liens, and if the City requests, a formal release of all liens shall be delivered to the City.
28. **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.
29. **PATENTS AND COPYRIGHTS:** All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this contract are the property of the City and shall not be used or released by the Contractor or any other person except with the prior written permission of the City.
30. **PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN CITY PERSONNEL:** All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the City's needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.
31. **COST OF BID/PROPOSAL PREPARATION:** The City shall not reimburse the cost of developing presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
32. **PUBLIC RECORD:** All offers submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code. However, subsequent to the award of the contract, any information and documents obtained by the City during the course of an audit conducted in accordance with Paragraph 19 above for the purpose of determining compliance by Contractor or a Subcontractor with the Contractor Immigration Warranty mandated by Paragraph 3 above shall remain confidential and shall not be made available for public review or produced in response to a public records request, unless the City is ordered or otherwise directed to do so by a court of competent jurisdiction.
33. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract, without prior written consent of the City.
34. **DELIVERY ORDERS:** The City shall issue a Purchase Order for the material and/or services covered by this contract. All such documents shall reference the contract number as indicated on the Offer and Contract Award (COP Form 203).
35. **FUNDING:** Any contract entered into by the City of Peoria is subject to funding availability. Fiscal years for the City of Peoria are July 1 to June 30. The City Council approves all budget requests. If a specific funding request is not approved, the contract shall be terminated.
36. **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 services and correct invoice.
37. **PROHIBITED LOBBYING ACTIVITIES:** The Offeror, his/her agent or representative shall not contact, orally or in any written form any City elected official or any City employee other than the Materials Management Division, the procuring department, City Manager, Deputy City Manager or City Attorney's office (for legal issues only) regarding the contents of this solicitation or the solicitation process commencing from receipt of a copy of this request for proposals and ending upon submission of a staff report for placement on a City Council agenda. The Materials Manager shall disqualify an Offeror's proposal for violation of this provision. This provision shall not prohibit an Offeror from petitioning an elected official after submission of a staff report for placement on a City Council agenda or engaging in any other protected first amendment activity after submission of a staff report for placement on a City Council agenda.
38. **PROHIBITED POLITICAL CONTRIBUTIONS:** Consultant during the term of this Agreement shall not make a contribution reportable under Title 16, Chapter 6, Article 1, Arizona Revised Statutes to a candidate or candidate committee for any city elective office during the term of this Agreement. The City reserves the right to terminate the Agreement without penalty for any violation of this provision.



# SPECIAL TERMS AND CONDITIONS

Solicitation Number: P11-0055

Materials Management  
Procurement  
9875 N. 85<sup>th</sup> Ave., 2<sup>nd</sup> Fl.  
Peoria, Arizona 85345-6560  
Phone: (623) 773-7115  
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1. **Purpose:** Pursuant to provisions of the City Procurement Code, the City of Peoria, Materials Management Division intends to establish a contract for **Landscape Maintenance Services for Various Locations within the City Limits.**
2. **Authority:** This Solicitation as well as any resultant contract is issued under the authority of the City. No alteration of any resultant contract may be made without the express written approval of the City Materials Manager in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract and the City Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.
3. **Offer Acceptance Period:** In order to allow for an adequate evaluation, the City requires an offer in response to this Solicitation to be valid and irrevocable for ninety (90) days after the opening time and date.
4. **Eligible Agencies:** Any contract resulting from this Solicitation shall be for the use of all City of Peoria departments, agencies and boards.
5. **Cooperative Purchasing:** Any contract resulting from this solicitation shall be for the use of the City of Peoria. In addition, specific eligible political subdivisions and nonprofit educational or public health institutions may also participate at their discretion. In order to participate in any resultant contract, a political subdivision or nonprofit educational or public health institution must have been invited to participate in this specific solicitation and the contractor must be in agreement with the cooperative transaction. In addition to cooperative purchasing, any eligible agency may elect to participate (piggyback) on any resultant contract; the specific eligible political subdivision, nonprofit educational or public health institution and the contractor must be in agreement.  
  
Any orders placed to the successful contractor will be placed by the specific agencies participating in this purchase. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The City shall not be responsible for any disputes arising out of transactions made by others.
6. **Contract Type:** Firm Fixed Price
7. **Term of Contract:** The term of any resultant contract shall commence on the first day of the month following the date of award and shall continue for a period of one (1) year thereafter, unless terminated, cancelled or extended as otherwise provided herein.
8. **Contract Extension:** By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of forty-eight (48) months.
9. **Affirmative Action Report:** It is the policy of the City of Peoria that suppliers of goods or services to the City adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, and promote regardless of race, color, religion, gender, national origin, age or disability. The City of Peoria encourages diverse suppliers to respond to solicitations for products or services.
10. **Pre-Proposal Conference:** A conference will be held at the Municipal Office Complex, Development and Community Services Building: All interested parties are urged to attend the pre-submittal Conference.

**ADDRESS:** 9875 N. 85<sup>th</sup> Avenue  
Peoria, Arizona 85345  
Point of View Conference Room

**DATE:** June 8, 2011

**TIME:** 8:00 a.m., Arizona Time

The purpose of this conference will be to clarify the contents of this Request For Proposal in order to prevent any misunderstanding of the City's position. Since the City staff will not be available to respond to individual inquiries regarding the project scope outside of this pre-submittal conference, it is strongly recommended that interested firms send a representative. Any doubt as to the requirements of this Request For Proposal or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine the appropriate action necessary, if any, and



## SPECIAL TERMS AND CONDITIONS

Solicitation Number: P11-0055

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issue a written amendment to the Request For Proposal. Oral statements or instructions shall not constitute an amendment to this Request For Proposal.

11. **Proposal Format:** Proposals shall be submitted in one (1) original and five (5) copies on the forms and in the format as contained in the Request for Proposal. Proposals shall be on 8 1/2" & 11" paper with the text on one side only. **DO NOT BIND THE ORIGINAL.**
12. **Submittal Requirements:** See Pages 35 - 36 for Submittal Requirements for this solicitation.
13. **Evaluation:** In accordance with the City of Peoria Procurement Code, awards shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the City, based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance.
  - a. Firm's & Staff's Capabilities and Experience
  - b. Project Understanding and Method of Approach;
  - c. Prices;
  - d. Similar Experience / References;
  - e. Conformance to Request for Proposals.

The City reserves the right to consider historic information and facts, whether gained from the Offeror's proposal, questions and answer conferences, references, or other source and the views of the evaluator(s) with prior Contract or service delivery experience with any of the Offerors, while conducting the proposal evaluations.

14. **Discussions:** In accordance with the City of Peoria Procurement Code, after the initial receipt of proposals, discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award.
15. **Interview Guidelines:** During any requested interview, which would be scheduled in the future, be prepared to discuss your firm's proposal, staff assignments, project approach and other pertinent information. The presentation shall be approximately 30 minutes, allowing 15 minutes for a question and answer session. The Consultant's Project/Team Manager shall lead the presentation team and answer questions on behalf of the Consultant. If work involves a major sub-consultant, the firms Project/Team Manager's presence may also be requested (by the City) at the interview.
16. **Proposal Opening:** Proposals shall be submitted at the time and place designated in the request for proposals. All information contained in the proposals shall be deemed as exempt from public disclosure based on the City's need to avoid disclosure of contents prejudicial to competing offerors during the process of negotiation. The proposals shall not be open for public inspection until after contract award. **PRICES SHALL NOT BE READ.** After contract award, the successful proposal and the evaluation documentation shall be open for public inspection.
17. **Performance Warranty:** Contractor warrants that the services rendered in performance will conform to the requirements and to the highest professional standards in the engineering field.
18. **Permits and Approvals:** Contractor agrees and undertakes to obtain necessary permits and approvals from all local, state and federal authorities for the project.
19. **Scope of Work Deliverable:** The successful contractor shall prepare and provide a detailed Scope of Work for the project. The finalized Scope of Work shall include the agreed upon approach, method, format, and timing to complete the project.
20. **Inspection:** All work shall be subject to inspection, surveillance, and test by the City at reasonable times during the performance. The Contractor shall provide and maintain an inspection system which is acceptable to the City.
21. **Price Adjustment:** The City of Peoria Purchasing Office will review fully documented requests for price increases after any contract has been in effect for one (1) year. Any price increase adjustment will only be made at the time of contract extension and will be a factor in the extension review process. The City of Peoria Materials Management Division will determine whether the requested price increase or an alternate option, is in the best interest of the City. Any price adjustment will be effective upon the effective date of the contract extension.
22. **Price Reduction:** A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice.



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23. **Investigation of Conditions:** The Contractor warrants and agrees familiarity of the work that is required, is satisfied as to the conditions under which is performed and enters into this contract based upon the Contractor's own investigation.
24. **Compensation:** Compensation for services shall be based upon fees negotiated, including all approved costs and expenses incurred in connection with the project; including but not limited to, telephone and other communications, reproduction of documents, special consultants (as approved by the City) and computer costs.
25. **Acceptance:** Determination of the acceptability of work shall be completed in a responsive and professional manner and in accordance with the specifications, schedules, or plans which are incorporated in the Scope of Work.
26. **Payments:** The City shall pay the Contractor monthly, based upon work performed and completion to date, and upon submission of invoices. All invoices shall document and itemize all work completed to date. The invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.
27. **Shipping Terms:** Prices shall be F.O.B. Destination to the delivery location designated herein. Contractor shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the contractor. All claims for visible or concealed damage shall be filed by the contractor. The City will notify the contractor promptly of any damaged goods and shall assist the contractor in arranging for inspection.
28. **Insurance Requirements:** The Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, or approved unlicensed in the State of Arizona with policies and forms satisfactory to the City.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted; failure to do so may, at the sole discretion of the City, constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance as respects the City, and any insurance or self-insurance maintained by the City shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the City.

The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the City, its agents, representatives, directors, officers, and employees for any claims arising out of the Contractor's acts, errors, mistakes, omissions, work or service.

The insurance policies may provide coverage which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the City under such policies. The Contractor shall be solely responsible for the deductible and/or self-insured retention and the City, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit.

The 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 endorsements. The 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 the City's right to insist on, strict fulfillment of Contractor's obligations under this Contract.

The insurance policies, except Workers' Compensation and Professional Liability, required by this Contract, shall name the City, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

29. **Required Insurance Coverage:**

a. Commercial General Liability

Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit.



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The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011207 or any replacements thereof. The coverage shall not exclude X, C, U.

Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, nor any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form B, CG 20370704, and shall include coverage for Contractor's operations and products and completed operations.

Any Contractor subletting any part of the work, services or operations awarded to the Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

b. 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 the Contractor's any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00010306, or any replacements thereof). Such insurance shall include coverage for loading and off loading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

c. Workers' Compensation

The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

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

30. **Certificates of Insurance:** Prior to commencing work or services under this Contract, Contractor shall furnish the City with Certificates of Insurance, and formal endorsements as required by the Contract, issued by Contractor's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect.

In the event any insurance policy(ies) required by this contract is(are) written on a "Claims made" basis, coverage shall extend for two years past completion and acceptance of the Contractor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the City fifteen (15) days prior to the expiration date.

All Certificates of Insurance shall be identified with bid serial number and title. A \$25.00 administrative fee will be assessed for all certificates received without the appropriate bid serial number and title.

31. **Cancellation and Expiration Notice:** Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the City.



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### 32. Independent Contractor:

#### a. General

- i. The Contractor acknowledges that all services provided under this Agreement are being provided by him as an independent contractor, not as an employee or agent of the City Manager or the City of Peoria.
- ii. Both parties agree that this Agreement is nonexclusive and that Contractor is not prohibited from entering into other contracts nor prohibited from practicing his profession elsewhere.

#### b. Liability

- i. The City of Peoria shall not be liable for any acts of Contractor outside the scope of authority granted under this Agreement or as the result of Contractor's acts, errors, misconduct, negligence, omissions and intentional acts.
- ii. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

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.

#### c. Other Benefits

The Contractor is an independent contractor, therefore, the City Manager will not provide the Contractor with health insurance, life insurance, workmen's compensation, sick leave, vacation leave, or any other fringe benefits. Further, Contractor acknowledges that he is exempt from coverage of the Comprehensive Benefit and Retirement Act (COBRA). Any such fringe benefits shall be the sole responsibility of Contractor.

### 33. Key Personnel: It is essential that the Contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor must agree to assign specific individuals to the key positions.

- a. The Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City.
- b. If key personnel are not available for work under this contract for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

### 34. Estimated Quantities: This solicitation references quantities as a general indication of the needs of the City. The City anticipates considerable activity resulting from contracts that will be awarded as a result of this solicitation; however, the quantities shown are estimates only and the City reserves the right to increase or decrease any quantities actually acquired.

No commitment of any kind is made concerning quantities and that fact should be taken into consideration by each potential contractor.



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35. **Confidential Information:**

- a. If a person believes that a bid, proposal, offer, specification, or protest contains information that should be withheld, a statement advising the Materials Supervisor of this fact shall accompany the submission and the information shall be identified.
- b. The information identified by the person as confidential shall not be disclosed until the Materials Supervisor makes a written determination.
- c. The Materials Supervisor shall review the statement and information and shall determine in writing whether the information shall be withheld.
- d. If the Materials Supervisor determines to disclose the information, the Materials Supervisor shall inform the bidder in writing of such determination.

36. **Confidentiality of Records:** The contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that information contained in its records or obtained from the City or from others in carrying out its functions under the contract shall not be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of contractor as needed for the performance of duties under the contract.

37. **Multiple Awards:** In order to assure that any ensuing contracts will allow the City to fulfill current and future requirements, the City reserves the right to award contracts to multiple companies. The actual utilization of any contract will be at the sole discretion of the City. The fact that the City may make multiple awards should be taken into consideration by each potential contractor.

38. **Identity Theft Prevention:** The Contractor shall establish and maintain Identity Theft policies, procedures and controls for the purpose of assuring that "personal identifying information," as defined by A.R.S. § 13-2001(10), as amended, contained in its records or obtained from the City or from others in carrying out its responsibilities under the Contract, is protected at all times and shall not be used by or disclosed to unauthorized persons. Persons requesting such information should be referred to the City. Contractor also agrees that any "personal identifying information" shall not be disclosed other than to employees or officers of Contractor as needed for the performance of duties under the Contract. Contractor agrees to maintain reasonable policies and procedures designed to detect, prevent and mitigate the risk of identity theft. Contractor is required under this contract to review the City of Peoria's Identity Theft Program and to report to the Program Administrator any Red Flags as defined within that program. At a minimum, the contractor will have the following Identity Theft procedures in place:

- a. Solicit and retain only the "personal identifying information" minimally necessary for business purposes related to performance of the Contract.
- b. Ensure that any website used in the performance of the contract is secure. If a website that is not secure is to be used, the City shall be notified in advance before any information is posted. The City reserves to right to restrict the use of any non-secure websites under this contract.
- c. Ensure complete and secure destruction of any and all paper documents and computer files at the end of the contracts retention requirements.
- d. Ensure that office computers are password protected and that computer screens lock after a set period of time.
- c. Ensure that offices and workspaces containing customer information are secure.
- f. Ensure that computer virus protection is up to date

39. **Ordering Process:** Upon award of a contract by the City of Peoria, Materials Management Division may procure the specific material and/or service awarded by the issuance of a purchase order to the appropriate contractor. The award of a



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contract shall be in accordance with the City of Peoria Procurement Code and all transactions and procedures required by the Code for public bidding have been complied with. A purchase order for the awarded material and/or service that cites the correct contract number is the only document required for the department to order and the contractor to delivery the material and/or service.

Any attempt to represent any material and/or service not specifically awarded as being under contract with the City of Peoria is a violation of the contract and the City of Peoria Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.

40. **Taxes:** Prices offered shall include all applicable State and local taxes. The City will pay all applicable taxes. Taxes **must be listed as a separate item on the price sheet** attached to this Solicitation and on all invoices.
41. **Billing:** All billing notices to the City shall identify the specific item(s) being billed and the purchase order number. Items are to be identified by the name, model number, and/or serial number most applicable. Any purchase/delivery order issued by the requesting agency shall refer to the contract number resulting from this solicitation.
42. **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.
43. **Cancellation:** The City reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any obligation, term or condition of the contract. The City will issue written notice to the contractor for acting or failing to act as in any of the following:
  - a. The contractor provides material that does not meet the specifications of the contract;
  - b. The contractor fails to adequately perform the services set forth in the specifications of the contract;
  - c. The contractor fails to complete the work required or to furnish the materials required within the time stipulated in the contract;
  - d. The contractor fails to make progress in the performance of the contract and/or gives the City reason to believe that the contractor will not or cannot perform to the requirements of the contract.

Upon receipt of the written notice of concern, the contractor shall have ten (10) days to provide a satisfactory response to the City. Failure on the part of the contractor to adequately address all issues of concern may result in the City resorting to any single or combination of the following remedies:

  - a. Cancel any contract;
  - b. Reserve all rights or claims to damage for breach of any covenants of the contract;
  - c. Perform any test or analysis on materials for compliance with the specifications of the contract. If the results of any test or analysis find a material non-compliant with the specifications, the actual expense of testing shall be borne by the contractor;
  - d. In case of default, the City reserves the right to purchase materials, or to complete the required work in accordance with the City Procurement Code. The City may recover any actual excess costs from the contractor by:
    - i. Deduction from an unpaid balance;
    - ii. Any combination of the above or any other remedies as provided by law.
44. **Project Travel Reimbursable Expenses:** If travel expenses are allowed as part of the contract the reimbursable expenses will be as follows. All expenses will be billed to the City at cost without markup. Copies of bills for expenses are to be submitted with the invoice. Travel time to and from job site is excluded from this contract. There will be no allowances for parking or personal car mileage. No incidentals for travel of any kind are allowed under this contract.

The following is a list of allowable travel expenses under this contract agreement:



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- a. Transportation:
  - i. Air Transportation – coach class fares, minimum 14 days advanced purchase, unless otherwise agreed upon.
  - ii. Car Rental – mid size car, gas for rental car (City assumes no liability regarding additional insurance costs).
- b. Lodging and Meals:
  - i. Meals – three meals per day, at the current federal per diem rate for Maricopa County.
  - ii. Lodging – not to exceed the current federal rate for Maricopa County. Vendors are encouraged to stay in hotels located within the City of Peoria when practical. A listing of accommodations within Peoria can be found on the following website: <http://visitpeoriaaz.com/accommodations.php>



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### BACKGROUND

The City of Peoria is soliciting for landscape maintenance services for various locations within the city limits. Contractor will be responsible for the following tasks, including, but not limited to: cleaning, irrigation, sprinkler system maintenance, trimming, mowing, weed control, fertilization, etc., depending on whether the area is turf, desert or a combination of both.

The solicitation references four (4) location categories. The City intends to award to one or more contractors, which may be a combination of one or more locations, categories, or the grand total, whichever is determined to be in the best interest of the City.

#### THE FOLLOWING SHALL APPLY TO ALL LOCATIONS:

##### 1.0 FIELD SUPERVISOR

The contractor shall furnish at least one qualified field supervisor. The field supervisor will be available Monday through Friday, 6:00 a.m. – 3:00 p.m., to address problems, field inspections and drive-throughs and shall not have any additional labor duties other than incidentals. Supervisor shall coordinate with the City and be accessible by pager or cellular telephone provided at contractor's expense. The field supervisor shall not also function as a crew leader or foreman and shall have separate transportation to be able to move independently between jobsites.

##### 2.0 CONTRACTOR'S EMPLOYEES

###### 2.1 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 name tag or identification card.

###### 2.2 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, the class of which shall be appropriate for the vehicles operated, in accordance with State law.

###### 2.3 Conduct

Contractor's employees, officers and subcontractors shall conduct themselves in a professional and courteous manner. In the event of difficulty with the public, the City shall be notified immediately.

Contractor agrees to prohibit the use of intoxicating substance by drivers and crew members while on duty or in the course of performing their duties under this contract.

###### 2.4 Background Checks

All contractor's employees requiring access to Utilities sites, including managers & lead persons or supervisors, are required to have a City of Peoria Police Department limited security background check, which may include fingerprinting. Approval of this background check is based upon the City of Peoria's Police Department recommendation. If approved, Contractor's employees will be issued identity/access badges to gain access to areas of the building/site that are necessary to perform the services under the contract.



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### 3.0 CONTRACTOR'S EMPLOYEES AND EQUIPMENT

#### 3.1 Equipment

Contractor shall provide and maintain during the entire period of this contract, equipment sufficient in number, condition and capacity to efficiently perform the work and render the services required by this contract.

All vehicles must be maintained in good repair, appearance and sanitary condition at all times. The City reserves the right to inspect the Contractor's vehicles at any time to ascertain said condition.

The Contractor shall furnish the City with a list identifying all equipment to be used in fulfilling this agreement and notify the City of any additions or deletions.

#### 3.2 Equipment Use in Parks & Basin

Vehicles that are not specifically designed for turf maintenance, such as pick-up trucks, etc., shall not be permitted to enter a turf, xeriscape, or natural habitat area from a perimeter roadway, pathway, or parking lot, without the prior approval from the City's Contract Monitors.

#### 3.3 List of Employees

The contractors shall supply the City with a current list of employees assigned to City contracts. The list must include: full names, license numbers with expiration date, job title, including driver's license, pesticide license and backflow certification, and where applicable, certified pesticide applicator's license number and expiration date or any other pertinent or required certification or registration. The list shall be kept current. All company officers and employees working on this contract must be listed.

#### 3.4 Communication Skills

It is important that a minimum of one member of each work crew be sufficiently proficient in the English language to receive/transmit instructions and other communications from the City's Contract Monitor. It is required that the supervisor who coordinates tasks with the City shall be proficient in the English language.

### 4.0 SCHEDULING OF WORK

#### 4.1 Routine and Extra Work Schedule

Locations shall be maintained based on the following:

- Location One – Daily
- Location Two – Monthly, with turf area maintenance and trash collection weekly.
- Location Three – Quarterly pruning, with weed control as-needed.
- Location Four – Monthly, with turf area maintenance and trash collection weekly.

The Contractor shall provide written monthly schedules not later than the 25th of each month for all work planned during the following month. The City shall review and approve the schedules submitted and reserves the right to demand reasonable changes or adjustment or to reject the entire proposed schedule if it can be shown that it is not in the best interest of the City as proposed. All maintenance shall be scheduled on Monday through Friday of each week. No weekend/holiday work is permitted, unless approved by the City.



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The contractor must make every effort to stay on schedule and shall complete all routine work during the scheduled calendar week unless unforeseen circumstances beyond the control of the contractor cause delays. All scheduled items not completed during the week must be reported on Friday of the same week with an explanation why the work was not completed. This report shall be in written form, furnished not later than 8:00 AM each Friday.

The City will determine if work not done on schedule constitutes a deficiency. The Contractor must gain approval of the City to do work more than one (1) day off of the schedule. If prior approval is not requested or obtained, the City may refuse to pay for work items done more than one day off of the schedule.

### 4.2 Holiday Schedule

The following is a list of holidays on which contract service will not be performed unless previously approved by the City (except emergency service):

- a. New Year's Day
- b. President's Day - Third Monday in February
- c. Memorial Day - Last Monday in May
- d. Independence Day - July 4
- e. Labor Day - First Monday in September
- f. Veteran's Day - November 11
- g. Thanksgiving Holiday - Fourth Thursday and the following Friday in November
- h. Christmas Day - December 25

During the week of a holiday, the Contractor shall adjust the weekly schedule so as to return to the normal weekly schedule the following week.

## 5.0 CONDITION OF LANDSCAPE AREAS AT BEGINNING AND END OF CONTRACT

### 5.1 Condition of Landscape at Beginning of Contract:

Prior to award of the contract the Contractor shall inspect the area for identification of pre-existing conditions that would prevent or adversely effect completion of any normal routine maintenance activities. The Contractor shall prepare a list of specific deficiencies found at each contract area and submit the list to the City for review. The City will evaluate each problem listed to determine if extra compensation is warranted for repair work prior to starting routine maintenance.

The City may authorize the Contractor to make extra cost repairs or may determine that the items listed represent normal conditions that might be expected at any time during the contract period.

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

All repairs to pre-existing conditions deemed necessary and authorized by the City, shall be made prior to the start of normal maintenance for the identified areas.

### 5.2 Condition of Landscape at End of Contract:

Eight (8) weeks prior to this contract being terminated, the City and the Contractor (if desired) will make a final inspection to determine the condition of all landscape areas. Items found to be improperly maintained by the outgoing Contractor will be listed and evaluated by the City. The City will arrange for repairs to be made and the costs for making repairs to the areas will be deducted from final payments to the outgoing Contractor. The same will apply even if the current (outgoing)



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Contractor has been awarded a new contract for the same areas. The last payment shall be that which is due for all work completed during the final 60 days of the contract.

### 6.0 WEATHER - SUSPENSION OF WORK

In the event of inclement weather, the Contractor must obtain approval from the City prior to performing any work. The City reserves the right to suspend any or all work due to poor weather conditions or other extreme conditions. The City also reserves the right to authorize the delayed work to be performed at a later date, or the City's contract Representative may deem it more appropriate to omit the delay work and resume the normal schedule. The Contractor shall not perform any suspended work without written authorization from the City.

### 7.0 COMPENSATION

#### 7.1 Payment

Payment will be made on a monthly basis within 30 days after receipt of an itemized invoice from the Contractor and acceptance of the work by the City, less any deductions or assessments as described. Monthly invoices are requested to be submitted on or before the 10th of each month for the preceding month.

At the City's request, the Contractor shall submit copies of payroll reports. Payroll reports shall include names of employees, hours worked, days worked, location worked, and classification for all employees who performed the work. These copies shall be submitted quarterly and specific to location.

The amounts invoiced shall be those agreed upon by this contract or by change order to the contract. The unit price shall include all labor, materials (unless supplied by the City), equipment, overhead, profit, and any other incidental costs to perform the contracted maintenance.

**7.1.1 Deduction to Payments Due:** The City shall establish the payment amount. If the contractor fails to perform the work in accordance with the contract, the city may hold part or all payments due to the contractor.

**7.1.2 Failure to Correct:** Areas identified as deficient by the city within the limits of this correction time limit schedule, unless written extension has been authorize, may result in cause for termination of the contract in accordance with provisions of this document.

#### Correction Time Limit Schedule:

Watering & Sprinkler Repair	1 Working Day
Weed Control	3 Working Days
Mowing	2 Working Days
Cleaning	1 Working Day
Fertilization	3 Working Days
Trimming/Vegetation Maintenance	2 Working Days
<b>Emergency Response Work</b>	<b>1 Hour response; Complete ASAP</b>
Replanting	5 Working Days
Dead Plant Removal	2 Working Days
Schedules	1 Working Day

The City may determine it is necessary to hire an outside contractor to perform work that was neglected or done poorly by the primary Contractor. The City may charge back the cost



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of such outside labor to the primary Contractor.

#### 7.2 Payment Request, Work Reports, and Reinspection:

Weekly, the Contractor will be required to submit to the City a report of work items completed the previous week. The report will be due by 5:00 P.M. on the Monday following the week completing the work. Partially completed routine pay items are not to be listed. Late submittal of reports may result in a reinspection fee charge. (All reports will be due and reviewed at least one week prior to billing.)

Extra Work and Emergency Response items shall be reported daily on the provided form, whether complete or not.

The City will inspect the work listed and approve or disapprove each item for payment. Items found to be incomplete or deficient in workmanship will be noted and the work report form will be returned to the Contractor. Deficient or incomplete work must be corrected in accordance with Section 7.1.2. The returned work report will be considered official notification of deficiencies. Additional information concerning the specifics of the deficiency will be given to the Contractor upon request.

If after a second inspection by the City, the City Inspector again finds serious deficiencies, or incompleteness, a \$50.00 reinspection fee will be assessed for each area found in this condition. Accumulated reinspection fees will be deducted from the Contractor's monthly payment.

The work report forms shall be used by the contractor in the preparation of payment requests. A consolidated worksheet must be submitted with the contractor's invoice. Invoices must be numbered and shall reference each work report attached by listing the work report number and/or date or billed amount.

#### 7.3 Extra Work

All extra work ordered in the contracted area shall be compensated for in accordance with the schedule entitled "Hourly Payment Rates for Extra Work on Landscape and Grounds Maintenance", which contains hourly rates submitted by the Contractor with the bid. If the Contractor is asked to quote on Extra Work in another Contractor's area, labor rates may be quoted at the hourly wage rate determined by the Contractor.

The Contractor shall not perform any Extra Work until authorization is obtained from the City. This authorization will be in the form of a Change Order or a numbered work order authorization form. Extra work performed without authorization shall not be paid. The Contractor is not guaranteed full or exclusive right to perform extra work that may be required. The City reserves the right to obtain competitive quotations or otherwise select the most appropriate Contractor for performing extra work.

#### 7.4 Emergencies

Any tree, or parts, blocking roadways, on sidewalks, in parking lots, or broken branches hanging from the base tree, shall be promptly removed upon receipt of the City's emergency notification to the Contractor. The Contractor is required to respond to emergency requests within one hour of notification as outlined in Section 7.1.2. Payment for emergency calls will be made at the price agreed upon by an extra work authorization.



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### 8.0 LOCATIONS:

The landscape maintenance shall be broken out to four (4) locations, which all include various City properties.

**8.1 Location One - Municipal Office Complex** – The maintenance boundary shall consist of the area bound by 85<sup>th</sup> Avenue on the west, 83<sup>rd</sup> Avenue on the east, Monroe Avenue to the north and Mountain View Road to the South. This area encompasses the City Hall building, Council Chambers, Library, Information Technology, Court building, the Public Safety Administration Building, the Development and Community Services Building and Centennial Plaza.

**8.2 Location Two – Basins:** Locations of the basins are as follows:

CITY UNITID	PRIMARY STREET NAME	FROM STREET NAME	TO STREET NAME	AREA (in Square Feet)	Turf or No Turf
BN001	85TH LN	GROVERS AV	ATHENS ST	25,230.13	NT
BN018	85TH AV	WETHERSFIELD RD	CHARTER OAK RD	18,391.45	NT
BN019	BLOOMFIELD RD	83RD DR	84TH DR	21,532.56	NT
BN021	WINDROSE DR	86TH DR	87TH AV	62,330.48	T
BN022	79TH AV	78TH AV	PORT AU PRINCE LN	109,020.33	T
BN024	NORTHERN AV	108TH DR	109TH AV	35,836.78	NT
BN025	YUCCA ST	88TH DR	89TH DR	112,484.40	T
BN029	77TH AV	MOUNTAIN VIEW RD	TURQUOISE AV	46,729.69	NT
BN035	75TH AV	EVA ST	SANNA ST	51,290.51	NT
BN036	76TH LN	SUNNYSIDE DR	CHERRY HILLS DR	35,610.74	T
BN038	83RD AV	SHANGRI LA RD	YUCCA ST	9,166.29	NT
BN039	82ND AV	MESCAL ST	SHANGRI LA RD	17,596.93	NT
ALING	115th alignment	OLIVE	BUTLER	181,405.00	NT

**8.3 Location Three - Utilities Treatment Plants:** Locations of Utilities plants and service frequencies/requirements are as follows:

- Greenway Water Treatment Plant (WTP) - 7300 W. Greenway Rd., Peoria, Arizona 85382
- Beardsley Water Reclamation Facility (WRF) - 19980 N. 111th Ave., Peoria, Arizona 85382
- Jomax Water Reclamation Facility (WRF) - 12483 W. Jomax Rd., Peoria, Arizona 85383
- Butler Water Reclamation Facility (WRF) - 8660 N. 79th Avenue, Peoria, Arizona 85345
- Butler Influent Power Station (IPS) – 8660 N. 79<sup>th</sup> Avenue, Peoria, Arizona 85345
- Quintero Water Treatment Plant (WTP) - 19194 Iron Age Drive, Peoria, Arizona 85383

**Keep the following locations weed free:**

			<u>Area in Sq. Ft.</u>
Greenway WTP	ROW	DG with trees & shrubs	74,833
	Interior	DG - mostly large open areas	501,682
	Canal exterior	Dirt with trees & shrubs	17,215
Beardsley WRF	Interior	Dirt - mostly large open areas	166,128
	Landscaped Interior	DG with trees & shrubs	13,654



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Butler WRF	Interior	DG with trees & shrubs	268,331
	ROW	DG with trees & shrubs	29,018
Butler IPS	ROW	DG with trees & shrubs	14,411
Jomax WRF	Interior	DG - mostly large open areas	397,109
	Exterior	DG with cactus & shrubs	181,743
Quintero WTP	Interior – remove weeds	DG with small retention pond	12,086
<b>Total Square Feet</b>			<b>1,676,210</b>

**Trim bushes at the following locations:**

			<u>Quantity</u>
Greenway WTP	Interior & exterior	Prune shrubs quarterly	375
Beardsley WRF	Interior	Prune shrubs quarterly	131
Butler WRF	Interior & exterior	Prune shrubs quarterly	354
Butler IPS	Exterior	Prune shrubs quarterly	32
Jomax WRF	Interior	Prune shrubs quarterly	9
<b>Total Number of Bushes</b>			<b>901</b>

**Maintain Trees (trim/thin) as needed & upon request only – billed at hourly rates:**

			<u>Quantity</u>
Greenway WTP	Interior & exterior	As Requested	161
Beardsley WRF	Interior	As Requested	20
Butler WRF	Interior & exterior	As Requested	120
Butler IPS	Exterior	As Requested	7
Jomax WRF	Interior	As Requested	42
<b>Total Number of Trees</b>			<b>350</b>

**Additional services as needed & upon request only – billed at hourly rates:**

Beardsley WRF	Manually remove weeds	Recharge Basins	16 acres
Quintero WTP	Weed removal	As needed	12,086 Sq. Ft.
All Sites	Tree removal	As needed	



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**8.4 Location Four – Well Sites and Lift Stations:** Locations and square footage of Peoria Well Sites and Lift Stations are as follows:

Code	Name	Address	Interior SF	Exterior SF	Total SF
W408	Vistancia Well 8	28202 N. Mirage Road	4,769	1,578	6,347
W410	Vistancia Well 10	11416 W. Dynamite Road	143,596	62,160	205,756
W501	Quintero # Well	39473 N. Rees Jones Blvd	3,536	0	3,536
B203	West Wing Booster	26344 N. Black Rock Blvd	6,207	5,152	11,359
W406	Vistancia Well 6	12611 W. Jomax Road	9,344	1,508	10,852
W405	Vistancia Well 5	28027 N. El Mirage Road	5,599	1,700	7,299
W402	Vistancia Well 2	27126 N. El Mirage Road	4,039	15,119	19,158
W214	99th & Rose Garden	9963 W. Lake Pleasant Pkwy	8,363	22,246	30,609
W213	Fire Station 5	23063 N. 102nd Avenue	4,921	373	5,294
W212	Falcon	22435 N. 83rd Avenue	1,513	1,806	3,319
W211	Patterson B	10725 W. Williams Road	24,651	1,288	25,939
W210	Deer Valley 104th	10455 W. Deer Valley Road	10,900	1,768	12,668
W209	105th and Rose Garden	10650 W. Rose Garden Lane	6,456	1,948	8,404
W208	Westbrook 3C	8897 W. Beardsley Road	6,318	2,799	9,117
W207	Westbrook 1	9301 W. Beardsley Road	13,221	579	13,800
W206	Parkridge	9620 W. Beardsley Road	25,053	0	25,053
W205	Ventana 2C	10827 W. Beardsley Road	4,167	1,523	5,690
W204	Ventana 1	20000 N. 107th Avenue	21,108	2,690	23,798
W203	Union Hills	8901 W. Union Hills	17,335	5,052	22,387
W202	Country Club	18546 N. Country Club	15,770	2,172	17,942
W201	Peacock Village	17850 N. 87th Avenue	20,606	3,919	24,525
W115_S	ADOT Metering Site	8451 W. Bell Road	6,968	1,007	7,975
W115_N	ADOT	8451 W. Bell Road	376	370	746
W114	Peoria Sports Complex	16111 N. 83rd Avenue	5,336	0	5,336
W113	71st & Canal B	15787 N. 72nd Avenue	9,555	0	9,555
W112	Arrowhead Shores	15410 N. 87th Avenue	21,900	1,502	23,402
W111	Desert Harbor B	15301 N. 91st Avenue	8,183	1,386	9,569
W110	Weedville	14017 N. 73rd Avenue	15,972	6,682	22,654
W109	Sweetwater	12740 N. 91st Avenue	5,376	1,847	7,223
W108	Bailey	11940 N. 75th Avenue	2,510	0	2,510
W107	70th and Peoria	7021 W. Peoria Avenue	15,290	0	15,290
W106	Stone	8325 W. Stone Avenue	24,958	1,959	26,917
W105	71st & Olive	7116 W. Olive Avenue	4,653	0	4,653
W104	91st & Olive	9183 N. 91st Avenue	2,524	906	3,430
W103	Sunnyboy #1	8686 N. 108th Lane	15,049	530	15,579



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W102	Butler	8301 N. 103rd Avenue	17,113	1,368	18,481
W101	83rd & Northern	8310 W. Northern Avenue	1,277	2,468	3,745
R401	Vistancia Zone 5/6	13050 W. Westland Road	179,477	0	179,477
R302	Sonoran Mtn Ranch Reservoir	29300 N. 72nd Lane	33,230	0	33,230
R301	Pleasant Valley	9537 Kyser Drive	30,357	3,682	34,039
R201	West Wing Reservoir	26327 N. 91st Avenue	0	81,335	81,335
R103	Sports Complex Tank Site	8200 W. Tierra Buena	30,899	2,427	33,326
L503	Quintero Lift Station 43	40120 N Quintero Lane	557	2,160	2,717
L502	Quintero Lift Station 30	40096 N Iron Age Dr	551	1,626	2,177
L501	Quintero Lift Station 12	39482 N Iron Age Dr	535	1,472	2,007
R102	Cortez	9251 W. Cortez	16,454	1,768	18,222
P301	Rock Spring PRV	8298 W. Jomax Road	3,797	3,304	7,101
P108	cotton Crossing PRV	8083 W. Market Street	0	8,500	8,500
P106	MOC	8900 N. 79th Avenue	124,107	0	124,107
M108	16221 N. 75th Avenue	16221 N. 75th Avenue	0	250	250
M105	Plaza Del Rio	12753 N. Plaza Del Rio Blvd.	250	1,157	1,407
M103	99th & Olive Avenue	99th & Olive Avenue	0	250	250
LL	Loma Lane Lot	10300 W Loma Lane	11,571	0	11,571
L303	Sonoran Mtn Ranch Lift Station 1	7436 W. Jomax	2,954	0	2,954
L302	Sonoran Mtn Ranch Lift Station 2	7436 W. Brookhart Way	2,676	9,977	12,653
L301	Pleasant Valley Lift station	28155 N 99th Ave	556	576	1,132
L201	Ventana Lakes Lift Station	19621 N. 111th Avenue	636	0	636
L105	75th & Cinnabar LS	10051 N. 75th Avenue	90	0	90
L104	Apollo LS	9700 W. Peoria	1,392	998	2,390
L103	101st & Northern LS	10140 W. Northern Avenue	1,319	8,557	9,876
L102	112th & Northern LS	11220 W. Northern Avenue	0	284	284
B301	Sonoran Mtn Ranch Booster	7494 W. Jomax Road	12,003	16,025	28,028
L101	11th & Orangewood LS	111th & Orangewood	983	1,101	2,084
B401	Quintero - CAP	Sarival Avenue & CAP Canal	38,454	63,399	101,853
B204	Jomax/Terramar Booster	7069 W. Jomax	42,025	0	42,025
B202	Deer Valley Estates	22609 N. 83rd Avenue	1,221	3,788	5,009
B201	Williams Pump	22541 N. Lake Pleasant Road	6,142	10,463	16,605
<b>Totals</b>			<b>1,056,748</b>	<b>378,504</b>	<b>1,435,252</b>



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## 9.0 DESCRIPTION OF WORK – All Locations

### 9.1 Cleaning

#### 9.1.1 Trash Collection and Cleaning:

Cleaning services on the grounds shall include, but not be limited to, removal of all trash, such as paper, can, bottles, broken glass, dried or dead plants, or parts of plants (i.e. leaves, fronds, branches under 6" in diameter, etc.), accumulated in the contracted area.

If trash barrels or pet waste stations are present, they are to be emptied and liners replaced as needed; liners to be supplied by Contractor.

Trash and debris, including the accumulation of silt, left in and around water features and storm water retention areas shall be picked up and removed.

All non-turf areas shall be raked and debris removed.

All trash and debris behind or inside retention grates shall be removed.

Trash collection, and the cleaning of retention basins, shall be completed as to maintain areas in a "debris free" condition.

#### 9.1.2 General Cleaning:

Blowing or raking debris, leaves, grass clippings or any other matter, into the street or parking lots is not permitted.

All debris created by landscape tasks shall be picked up and removed up and removed by the Contractor.

Routine weed control, as described in Section 9.3.1, shall be considered a part of cleaning.

Items collected during the process of cleaning and trash removal shall be disposed of by the Contractor by placing such material in designated refuse containers or to a sanitary landfill. If a designated refuse container is used, the refuse container shall not be overfilled to prevent emptying. Debris around refuse containers shall be picked up and disposed of in the container.

Payment shall be made at the agreed upon unit price stated in the contract. Any special cleaning required will be paid for at the contract rate per cleaning or as agreed upon by extra work authorization.

### 9.2 Mowing

#### 9.2.1 All Areas

Lawn areas shall be mowed and edged to an even height, not to exceed one and one half (1-1/2) inches and a minimum height of one (1) inch as designated by the Contractor Monitor. Uneven cuts, scalping and varying heights will be considered unsatisfactory to City standards. The Contractor will be given one (1) written warning for each occurrence. If the problem continues in the same location(s), the Contractor may be penalized up to \$100 for each occurrence.

All mowing tasks initiated on the grounds shall be completed during the same working day. All clippings or debris generated from the mow shall be collected and removed immediately



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from the site and disposed of in an approved container or landfill.

### 9.2.2 Mowing Detail

All existing debris shall be removed prior to mowing tasks. Lawn areas adjacent to sidewalks, curbs and hard surface pads or patios shall be edged. Chemical control of grass will be permitted along fences, around sign posts, structures, certain trees and in sidewalk expansion joints only.

Chemical spraying must be performed in accordance with the State of Arizona Office of Pest Management Rules and Regulations. The Contractor is required to be properly licensed for the specific pest control to be utilized. The Contractor shall furnish properly certified and trained personnel and equipment for routine grass control and spraying. If the Contractor is not licensed for the specific pest control, a licensed subcontractor may be used for the specific pest. The subcontractor and its personnel are then bound by the above requirements.

Mechanical edging and trimming shall be done around underneath all other fixed structures (i.e. tables, benches, posts, etc.). Line trimmers shall not be used around trees or shrubs.

Grass clippings shall be collected and removed if they are thick enough to be designated unsightly or do not disperse evenly over the turf area.

When a portion of any area is not mowable due to excessive ground moisture, standing water or flood irrigation water, the City shall determine the percentage not mowed and deduct that from the weekly mowing payment.

Chemical and/or other accepted methods of weed control are the responsibility of the Contractor. Any herbicide used shall be considered a management tool and will not be paid for by the City. Line trimmers shall not be used around trees or shrubs.

Payment shall be made at the agreed upon unit price started in the contract. Any special mowing or vacuuming required will be paid for at the price agreed upon by an extra work authorization.

### 9.3 Pest Control:

#### 9.3.1 Weed Control:

Charges for weed control in turf and non-turf areas shall be included as part of the "cleaning" cost for each applicable grounds area. All turf and non-turf areas shall be kept weed-free and grass-free as part of Routine work.

Chemical spraying must be performed in accordance with the State of Arizona Office of Pest Management Rules and Regulations. The Contractor is required to be properly licensed for the specific pest control methods utilized. The Contractor shall use only properly certified and trained personnel and equipped for routine weed control and spraying. If the Contractor is not licensed subcontractor may be used. The subcontractor and its personnel are then bound by the above requirements.

State law requires records to be kept of all pesticides used. The Contractor shall maintain such records as required and shall provide the City with copies of each report within 24 hours after application.



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#### 9.3.2 Turf and Non-Turf Areas:

Routine weed control shall consist of area spraying, spot spraying, hand-weeding and removal in sufficient quantity to achieve a weed and grass free result in non-turf areas, and a weed free result in turf areas, including periods of dormancy. Payment shall be considered a part of "Cleaning" cost for each contract area.

Areas shall be weed free upon inspection to qualify for full payment. Any pre-emergent tool and the cost will not be paid by the City. No materials will be furnished or authorized for extra payment by the City.

#### 9.3.3 Damage Due to Spraying:

The Contractor shall be responsible for the results of application of all herbicides and chemicals. Plants killed or severely damaged by the use of herbicides, shall be replaced, at no cost to the City, with the nearest size nursery stock available to the size of the dead or severely damaged plant. The soil in the area of the affected plant(s) and planting pit shall be treated with activated charcoal and other soil amendments that may be required to enhance the potential survival and growth of the existing or replacement plants. Treatment and materials must be approved by the City and shall be furnished at no cost to the City.

#### 9.3.4 Animals & Insects:

Chemical spraying must be performed in accordance with the State of Arizona Office of Pest Management Rules and Regulations. The Contractor is required to be properly licensed for pest control and to furnish properly certified and trained personnel and equipment to control pests. If the Contractor is not licensed for pest control application, a licensed subcontractor may be utilized. The subcontractor and its personnel are then bound by the above requirements.

The Contractor is responsible for monitoring the contract area for potential pest infestations including, but not limited to, ants, rodents (including gophers), spiders, etc. The Contractor shall notify the City of all pest instructions, in writing.

No pest control procedure should begin without the notification and approval of the City.

#### 9.3.6 Disease Control:

Chemical spraying must be performed in accordance with the State of Arizona Office of Pest Management Rules and Regulations. The Contractor is required to be properly licensed for the specific pest required to be properly licensed for the specific pest control method utilized. The Contractor shall use only properly certified and trained personnel and equipped to control disease problems. If the Contractor is not licensed subcontractor may be used. The subcontractor and its personnel are then bound by the above requirements.

The Contractor is responsible for monitoring the contract area for potential disease problems including, but not limited to fungus, bacteria, etc. The Contractor shall notify the City of all disease problems, in writing.

No disease control procedures should begin without the notification and approval of the City.



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### 10.0 DESCRIPTION OF WORK –All Locations

#### 10.1 Sprinkler System Maintenance

The City will furnish all water. The Contractor is responsible for the maintenance of the sprinkler control system. The contractor will work with the City to establish and maintain sprinkler station watering schedules.

##### 10.1.1 Philosophy and Goal:

It is the desire of the City to provide turf areas of a uniform color within the limitation of soil quality, water availability and funding. An example of undesirable turf quality would be dark green areas with yellow and/or bare areas dispersed throughout lawn area. This is not to say that dark emerald green turf throughout is possible in Arizona's soils, but adjacent turf with similar soils should have a uniform color that is appropriate for the type of turf and season of the year.

A functioning sprinkler system will be defined as one where all the heads are providing uniformed precipitation rates over a given period of time, resulting in a uniform green turf area, the control timer is keeping time and all stations are operating. With these points in mind, the Contractor is responsible to see that all plant material owned by the City, which are either planted within the contract boundaries receive the proper amount of water to maintain health and vigor.

All the sprinkler system 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 material. 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 material that are damaged due to lack of water or over watering (when the Contractor has control of watering), shall be replaced or returned to health at the Contractor's expense. Replaced and plant recovery procedures shall be submitted by the Contractor for the City's approval.

Any Contractor concerns for sprinkler system design or management practices, must be submitted to the City, in writing, or otherwise be the responsibility of the Contractor.

When watering retention basins, the Contractor shall not water to a point of run-off. If run-off is occurring, adjustment of the watering schedule, or use of wetting agents, may be necessary. It is a violation of Peoria Code to cause any water to flow into a public street.

The City will program computerized controllers to activate the water sprinkler system based on the Contractor's mowing schedule, with the Contractor's prior approval. It is the Contractor's sole responsibility to notify the landscape Coordinator if the approved watering schedule fails to meet the appropriate watering requirements for the season. The watering schedule should assure the proper maintenance of the turf and plant material. (Example: No brown areas or standing water).

For efficient use of water, the guideline below should be followed, unless the Contractor can justify, to the City's satisfaction, the deviation from the guidelines:

- 1) Sprinklers should start no earlier than 10:00 p.m. and be off no later than 6:00 a.m., where applicable;



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- 2) Sprinklers operating after 6:00 a.m. must be approved by the City;
- 3) Adjustments that are made by the Contractor in order to maintain growth at the desired rate must be reported to the City in writing.

When sprinkler system are out-of-service, the Contractor is required to water by hand, or by other means in according with plant needs, and it shall be considered routine work.

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 provision, Section 10.1.2.

The contractor shall maintain a log of current sprinkler station times. A copy of the log shall be maintained at the site, property protected from the elements, and a copy shall be submitted to the city and kept accurate as changes occur.

The log shall include, but not be limited to:

- a) Start times;
- b) Days of the week systems water;
- c) Each stations watering time;
- d) Station location;
- e) End time;
- f) Non scaled map of sprinkler system.

When rain occurs or is forecasted with a certainly to continue for more than one day period, all sprinkler systems shall be turned off by the Contractor's personnel. When rain conditions have passed, the Contractor shall adjust the system for proper operation. If storm water or nuisance water is being retained in water retention areas, the Contractor shall turn-off only the stations impacted by the standing water, until the water recedes or is removed, and then return the stations to normal operation. This adjustment shall be noted on the daily maintenance report and submitted to the Contract Monitors on each occurrence. This shall be considered routine work.

### 10.1.2 Special Watering:

Special watering (only when ordered by the City) will be paid for at the agreed upon extra work authorization. The payment for special watering shall only be made for reasonable amounts of time required to set-up equipment, adjust for coverage, occasional monitoring and breakdown of equipment. Equipment and methods used for special watering will be subject to approval by the City.

### 10.1.3 Certification

The Contractor will certify the skill level of all Irrigation Technicians that will work on the City of Peoria's sprinkler maintenance contract. The Contractor may certify as many individuals as desired to successfully perform the contract requirements, however, **each zone must have at least one Irrigation Technician designated full time to each zone.** Failure to successfully certify Irrigation Technicians ~~with the City~~ will be grounds for termination of the Landscape Maintenance Contract in its entirety.

The Irrigation Technician must be skilled in these tasks:

- 1) Repair a main line.



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- 2) Repair a malfunctioning valve.
- 3) Locating a valve in the field.
- 4) Repair a broken wire.
- 5) Adjust the flow on a control valve.
- 6) Check (ohm) reading on a solenoid assembly for proper operation.
- 7) Diagnosis of a controller with no display.
- 8) Program a variety of controllers.
- 9) Check station voltage on controller.
- 10) Prepare an I-20 or I-25 sprinkler head for installation.
- 11) Prepare a swing joint.
- 12) Adjust radius and areas.
- 13) Replace a sprinkler head.
- 14) Install a nozzle to an existing head.
- 15) Clean out a clogged lateral.
- 16) Adjust a drip system.
- 17) Adjust a bubbler head.
- 18) Clean a drip system filter and flush the drip system.

#### **10.1.4 Sprinkler Maintenance:**

The Contractor is required to employ the necessary qualified Irrigation Technician with the knowledge and equipment to diagnose, repair and maintain all watering systems within the contract boundaries. The Contractor shall maintain a reasonable inventory of commonly required repair parts on the service vehicle in order to facilitate prompt sprinkler equipment repairs. Sprinkler equipment shall include, but is not limited to, all sprinkler mains, lateral lines, fittings, control valves, valve boxes, controller clocks and wiring, and sprinkler heads.

The Contractor shall supply the appropriate personnel to respond to emergency calls or citizen complaints, twenty-four (24) hours a day, seven (7) days a week. This shall be considered routine work, unless it is a direct result of vandalism or accident.

The City will supply the Contractor with a means of reviewing the Municipal Office Complex sprinkler stations. The Contractor will be responsible for the care and maintenance of any equipment issued by the City.

The City reserves the right to provide repair parts to the Contractor. The Contractor shall pickup repair parts from the City of Peoria's Contract Coordinator if so directed.

If sprinkler 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 said equipment. If malfunctioning equipment cannot be repaired within the time frame outlined in Section 10.1.4, the Contractor shall notify the City in writing, within 4 hours after malfunction is detected. The City will determine the best course of action. Irrigation main line breaks are considered emergencies and shall be handled under "Emergency Response Work" in Section 7.1.2. Installation of replacement equipment, whether new or rebuilt, shall be considered routine work.

If a sprinkler controller malfunctions, the Contractor shall be responsible for removing the control clock needing repair, marking station wires, delivering clocks to the Contract Coordinator for repairs and reinstalling the control clock with the station wires in the



## SCOPE OF WORK

Solicitation Number: **P11-0055**

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Fax: (623) 773-7118

original order, as found.

The Contractor shall return all sprinkler parts, control valves and valve parts that have been replaced, to the Contract Coordinator upon request. Control clocks will be returned to the City the day it is removed for repair or replacement.

The Contractor shall adjust sprinkler head arcs and nozzles as needed so water is not sprayed into the street, parking lots, courts, walkways or plaza areas. Sprinkler heads shall be adjusted to provide an even pattern of water distribution.

The Contractor shall adjust sprinkler heads and valve boxes to the level of the ground surface. Valve boxes, control boxes and wire boxes, shall be kept free and clear of grass and dirt so as to be visible. Existing sprinkler control valves shall be exposed with a minimum of 3" below the diaphragm.

Payment for sprinkler system maintenance shall be paid for at the unit price agreed upon as stated in the contract. Special repairs or watering will be paid for at the price agreed upon on the extra work authorization.

### 10.2 Fertilization

The City will designate the fertilizer formula.

All turf areas shall be fertilized by broadcast method to provide an even and uniformed distribution of the material used. The rate and amount of fertilizer to be applied will be provided to the Contractor by the City. The Contractor shall supply all labor and equipment necessary to apply the material correctly.

Tentatively, the Contractor should be prepared to apply fertilizer during the following periods:

April 1	to	April 30
July 1	to	July 20
September 1	to	September 20

If the Contractor does not apply fertilizer in an even and uniform manner, the areas(s) will be re-fertilized at no additional cost to the City and the Contractor shall supply the comparable material at their cost for re-fertilizing.

Applications of nutrients to trees and planting areas (when ordered by the City) will be paid for at the rate agreed upon by an extra work authorization. Avoid lodging or spraying material on or in foliage. Thoroughly water material into the soil immediately following application on trees and planting areas.

The Contractor is fully responsible for the proper application of nutrients and fertilizer. Plant material that are damaged due to over fertilization or burning resulting from contact shall be replaced or returned to health at the Contractor's expense. Replacement and plant recovery procedures shall be submitted by the Contractor for the City's approval.

Any spillage or fertilizer overthrown onto sidewalks, patios, hard surface courts, etc. shall be immediately removed. The contractor will be liable for all costs associated with the damage to city and/or private property which occurs during fertilization.



## SCOPE OF WORK

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### 10.3 Turf Areas:

The Contractor is responsible for monitoring the contract area for potential turf weed problems, including but not limited to clover, bird weed and other low growing varieties. The Contractor shall notify the City in writing when turf weed densities exceed 10% of the turf area on any given site. The City will specify the remedial action, if any, to be taken by the Contractor.

The contractor shall be responsible for chemical control around designated trees within the turf area.

No weed control procedures should begin without the notification and approval of the City. The Contractor's price shall be all inclusive of labor, materials and equipment costs. No material will be furnished or authorized for extra payment by the City.

### 10.4 Vegetation Maintenance

All horticultural techniques necessary to encourage and maintain the healthy growth of plants, shall be carried out. Shrubs and hedges shall be trimmed in an acceptable manner and at the appropriate season that they present a pleasing appearance and do not obstruct the vision from building windows or the vision of vehicle drivers.

All vegetation maintenance shall be performed in such a manner as to encourage and maintain healthy growth and vigor of the plant material. Plants shall be trimmed so as not to conflict with pedestrian or vehicular traffic. Sidewalks shall remain clear at all times and tree limbs shall have a minimum of nine (9)-foot clearance over pedestrian right-of-ways and (13') thirteen foot clearance over vehicular right of ways.

All debris accumulated from vegetation maintenance shall be removed by the Contractor during the same working day.

The Contractor shall be held liable for any damage to plants due to poor management procedures. If the plant dies as a result of Contractor negligence, including newly planted and transplanted material, the replacement item, of comparable size, shall be provided by the Contractor with all required labor at no cost to the City.

Plants that need to be replaced as a direct result of storm, wind, accident, or vandalism, shall be paid for at the rate agreed upon by an extra work authorization.

Payment for vegetative maintenance shall be paid for at the unit price agreed upon as stated in the contract.

### 10.5 Tree Pruning

All horticultural techniques necessary to encourage and maintain healthy growth of trees, shall be carried out. Pruning techniques shall be done to maintain an aesthetic appearance common to the tree variety. No tree topping will be allowed.

All debris accumulated from tree pruning shall be removed by the Contractor during the same working day. Suckers shall be removed as needed.

Any dead limbs or branches, detached or not, shall be removed as needed. Damage done to plant material due to frost or freezing shall be removed as soon as conditions become favorable, without threat of further damage occurring.

The Contractor shall be responsible for staking, tying, removal or loosening of ties, and removal of stakes, weekly or as needed. All holes from removed trees shall be filled, or refilled, until grade



## SCOPE OF WORK

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level is maintained. Any bubble or drip emitter for a removed tree will be capped.

During the autumn season, the Contractor shall provide weekly removal of fallen leaves after the initial request to begin is given by the City.

All tree removals shall be approved by the City, in writing, before the Contractor begins any work. The Contractor shall submit an Urban Forestation Update Report on all areas where trees have been removed. The log shall include:

- 1) Area location
- 2) Work order authorization number
- 3) Date actually removed
- 4) Approximate location onsite
- 5) Type of tree removed
- 6) Approximate diameter and height
- 7) If replaced, or not

Storm damage and vandalism shall be documented by the Contractor through an incident report.

#### **10.6 Pruning Conifers and Broadleaf Trees:**

The City will designate the areas where trees need corrective pruning. All horticulture techniques necessary to encourage and maintain healthy growth and prevent damage of the trees shall be carried out.

#### **10.7 Replanting and Plant Removal:**

Whenever a tree dies or is damaged as a result of storm, age, uncontrollable pest infestation, disease, or vandalism, the Contractor shall remove the tree and document such on an Urban Forestation Update form.

If the tree dies as a result of neglect or poor management, the Contractor shall supply all labor, materials and equipment at no cost to the City.

For the purpose of this specification, a dead plant or tree shall mean any plant or tree which the City determines is in such a poor condition that its appearance detracts significantly from the otherwise pleasing appearance of the landscape and which may not be expected to fully recover within a reasonable period of time. Seasonally dormant plants shall not be considered dead.

If so ordered by the City, the Contractor shall install new plants and remove live plants. The Contractor shall submit and estimate to the City for the cost of planting or removing live plants. The estimate shall include all costs including, but not limited to the following:

- 1) Estimated number of man-hours to be used
- 2) Estimated equipment to be used
- 3) Plant handling costs, including re-containerizing, transporting, storage, extended care and replanting (if requested).

Payment for planting or removal of live plants will be made at the price agreed upon by an extra work authorization.



## SCOPE OF WORK

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Solicitation Number: **P11-0055**

### 11.0 DESCRIPTION OF WORK –Location One

#### 11.1 Cleaning

Debris accumulating inside and around, multi-purpose areas, parking lots, ramadas and hard surface walkways, sidewalks and patios shall be picked up and removed. The use of mechanical blowers will not be allowed.

All hard surface walkways, sidewalks, patio areas, hard surface slabs and courts shall be cleaned to a broom swept condition.

Damaged or burned trash barrels will be removed and replaced with new or reconditioned trash barrels furnished by the City of Peoria. (Damaged barrels shall be disposed of with the refuse, after approval is given by the City; burned barrels will be brought to the Parks Maintenance Shop Service yard for reconditioning.)

#### 11.2 Tree Pruning

##### 11.2.1 Palm Trees:

Palm trees *may shall* be pruned annually to the height of new frond growth. This work generally starts approximately September 1st and is complete by October 30th, unless directed otherwise by the Contract monitor. Contractor shall remove all inflorescences in palms before fruit forms in May or June.

Bucket truck and/or aerial lift devices shall be the permissible method of pruning. Climbing with spikes shall not be considered acceptable unless no other method can be utilized.

##### 11.2.2 Palm Trunk Skinning:

If the palm tree's old palm frond stubs are removed completely to the present growth, the palm frond stubs will be removed annually to the height that will not cause tree damage. Payment shall be considered a part of palm tree pruning, Section 11.2.1., for each contract area.

If the palm tree's old palm frond stubs are more than the accumulation of one year, the City shall request skinning to remove old palm frond stubs from the top of the last skinning to a designated height.

### 12.0 DESCRIPTION OF WORK –Location One

#### 12.1 Power Washing

Eight ( 8 ) hours of power washing will be scheduled per week. The following entrances and sidewalks will be power washed on a rotating schedule: Council Chambers, Library, City Hall, Information Technology, Courts, Development and Community Services and the Public Safety Administration Buildings, and the Centennial Plaza. The City reserves the right to delegate priority areas due to high use or programmed events.



## SUBMITTAL REQUIREMENTS

Solicitation Number: **P11-0055**

### Materials Management Procurement

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**I. Proposal Format:** Proposals shall be submitted in one (1) original and five (5) copies on the forms and in the format as contained in the Request for Proposal. Proposals shall be on 8 1/2" & 11" paper with the text on one side only. **DO NOT BIND THE ORIGINAL.**

**II. Proposal Content** - The following items shall be addressed in the proposal submission. Failure to provide the requested information below may result in proposal rejection.

**A. Firm's & Staff's Capabilities and Experience**

- Brief history of the firm's history and experience
- Provide firm's applicable certifications and licenses
- Number of staff, assignments and qualifications
- Include individual staff's credentials/licenses/certifications
- Required licenses, including applicable applicator renewal certificates and copies of all endorsements
- Certifications, Licensing & Professional Memberships (attach copies)
- Outline of staffing levels including supervisors
- Organizational chart including key personnel

**B. Project Understanding and Method of Approach**

- The method of approach should include a written narrative to demonstrate the firm's ability to satisfy the scope of work. The language of the written narrative should be straightforward and limited to facts, and solutions to problems and plans of proposed action.
- Response time and methods to respond to City's request for service.
- Reporting Procedures and Communication with Owner
- Quality Control and Quality Assurance plans
- Irrigation Maintenance Plan
- Pruning Practices
- Procedures for controlling the City's Inventory (replacement of lost plants)
- Landscape Maintenance plan
- Weed abatement plan
- Litter control plan
- Safety and Traffic Control
- Contractor owned equipment/equipment capabilities
- Plan to respond to emergency requests in addition to normal work
- Access to additional staffing when necessary
- Sample Invoices

**C. Prices**

- Complete the Price Sheets on **Pages 37-43**
- Unit prices quoted should not include tax. Tax should be listed separately on the Price Sheet.

**D. Similar Experience / References**

- References - Provide a list of three (3) clients with projects similar in size and scope on **Page 44.**
- Include any copies of letters of recommendation from clients, if applicable.



## SUBMITTAL REQUIREMENTS

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E. Conformance to RFP

- Failure to provide all requested information may result in proposal being rejected as non-responsive.
- Complete and return all City forms.
- Exceptions – Any exceptions to any part of the RFQ must be clearly noted and identified on **Page 45**.

**III. Evaluation:** In accordance with the City of Peoria Procurement Code, awards shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the City, based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance.

- a. Firm's & Staff's Capabilities and Experience
- b. Project Understanding and Method of Approach;
- c. Prices;
- d. Similar Experience / References;
- e. Conformance to Request for Proposals.

The City reserves the right to consider historic information and facts, whether gained from the Offeror's proposal, questions and answer conferences, references, or other source and the views of the evaluator(s) with prior Contract or service delivery experience with any of the Offerors, while conducting the proposal evaluations.

**IV. Proposal Due Date and Contact Information:**

Proposals are due no later than **5:00 P.M., Arizona Time, on June 22, 2011.**

Proposals shall be submitted in one (1) original and five (5) copies and shall be delivered to:

City of Peoria, Materials Management  
Attn: Christine Finney, Buyer II  
9875 N. 85th Avenue, 2nd Floor  
Peoria, Arizona 85345

Proposals must be submitted in a sealed envelope or package with the solicitation number and the Artist's name and address clearly indicated on the envelope or package as shown below:

Company Name  
Company Address  
RFP#: P11-0055, Landscape Maintenance

All questions regarding this RFP should be in writing and directed to Christine Finney, Buyer via E-mail at [Christine.Finney@PeoriaAZ.gov](mailto:Christine.Finney@PeoriaAZ.gov) or Fax at (623) 773-7118.

Contact with City staff, other than the designated contact person indicated in the RFP, regarding this solicitation is strictly prohibited during the proposal process.



# PRICE SHEET

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**DESCRIPTION**

**SQ. FT. QTY MONTHLY ANNUALLY**

**Location 1 - City Hall Campus**

City Hall Campus - consists of the area bound by 85th Avenue on the west, 83rd Avenue on the east, Monroe Avenue to the north and Mountain View Road to the South.

696,000 12 \$ 7090.00 \$ 85,080.00

Subtotal Location 1 - City Hall

696,000 \$ 7090.00 \$ 85,080.00

**Location 2 - Retention Basins**

- BN001 - 85th Ln from Grovers Ave to Athens St - No Turf
- BN018 - 85th Ave from Wethersfield Rd to Charter Oak Rd - No Turf
- BN019 - Bloomfield Rd from 83rd Dr to 84th Dr - No Turf
- BN021 - Windrose Dr from 86th Dr to 87th Ave - Turf
- BN022 - 79th Ave from 78th Ave to Port Au Prince - Turf
- BN024 - Northern Ave from 108th Dr to 109th Ave - No Turf
- BN025 - Yucca St from 88th Dr to 89th Dr - Turf
- BN029 - 77<sup>th</sup> Ave from Mountain View Rd to Turquoise Ave - No Turf
- BN035 - 75<sup>th</sup> Ave from Eva St to Sanna St - No Turf
- BN036 - 76th Ln from Sunnyside Dr to Cherry Hills Dr - Turf
- BN038 - 83rd Ave from Shangri La Rd to Yucca St - No Turf
- BN039 - 82nd Ave from Mescal St to Shangri La Rd - No Turf
- ALIGN - 115th Alignment from Olive to Butler - No Turf

*Subtotalled by BAFO*

25,230 12 \$ 151.38 \$ 1816.56  
 18,391 12 \$ 110.35 \$ 1324.15  
 21,532 12 \$ 129.19 \$ 1550.30  
 62,330 12 \$ 436.31 \$ 5235.72  
 109,020 12 \$ 763.14 \$ 9157.68  
 35,836 12 \$ 215.02 \$ 2580.19  
 112,484 12 \$ 787.39 \$ 9448.66  
 46,729 12 \$ 280.37 \$ 3364.49  
 51,290 12 \$ 307.74 \$ 3692.88  
 35,610 12 \$ 249.27 \$ 2991.24  
 9,166 12 \$ 55.00 \$ 659.95  
 17,596 12 \$ 105.58 \$ 1266.91  
 181,405 12 \$ 1088.43 \$ 13061.16

Subtotal Location 2 - Basins

726,619 \$ 11679.16 \$ 56,149.90



# PRICE SHEET

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**DESCRIPTION**

Location 3 - Utilities

Greenway WTP

DESCRIPTION	SQ. FT.	QTY	MONTHLY	ANNUALLY
ROW Weed Control (DG with trees and shrubs)	74,833	12	\$ 299.33	\$ 3591.98
Interior Weed Control (DG - mostly large open areas)	501,682	12	\$ 1003.36	\$ 12040.37
Canal exterior Weed Control (Dirt with trees and shrubs)	17,215	12	\$ 68.86	\$ 826.32
Prune shrubs quarterly (interior and exterior) - 375	n/a	12	\$ 720.00	\$ 8640.00
Beardsley WRF				
Interior Weed Control (Dirt - mostly large open areas)	166,128	12	\$ 664.51	\$ 7974.14
Landscaped Interior Weed Control (DG with trees and shrubs)	13,654	12	\$ 13.65	\$ 163.85
Prune shrubs quarterly (interior) - 131	n/a	12	\$ 240.00	\$ 2880.00
Butler WRF				
Interior Weed Control (DG with trees and shrubs)	268,331	12	\$ 536.66	\$ 6439.94
ROW Weed Control (DG with trees and shrubs)	29,018	12	\$ 116.07	\$ 1392.86
Prune shrubs quarterly (interior and exterior) - 354	n/a	12	\$ 680.00	\$ 8160.00
Butler IPS				
ROW Weed Control (DG with trees and shrubs)	14,441	12	\$ 43.23	\$ 518.80
Prune shrubs quarterly (interior) - 32	n/a	12	\$ 120.00	\$ 1440.00
Jomax WRF				
Interior Weed Control (DG - mostly large open areas)	397,109	12	\$ 476.53	\$ 5718.37
Exterior Weed Control (DG with cactus and shrubs)	181,743	12	\$ 181.74	\$ 2180.92
Prune shrubs quarterly (interior) - 9	n/a	12	\$ 80.00	\$ 960.00
<b>Subtotal Location 3 - Utilities</b>	<b>1,676,210</b>		<b>\$ 5243.96</b>	<b>\$ 62,927.55</b>

*Superseded by DAFO*



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**DESCRIPTION**

Location 4 - Well Sites and Lift Stations

- W408 - Vistancia Well 8 - 28202 N. Mirage Road
- W410 - Vistancia Well 10-11416 W. Dynamite Road
- W501 - Quintero # Well-39473 N. Rees Jones Blvd
- B203 - West Wing Booster-26344 N. Black Rock Blvd
- W406 - Vistancia Well 6-12611 W. Jomax Road
- W405 - Vistancia Well 5-28027 N. El Mirage Road
- W402 - Vistancia Well 2-27126 N. El Mirage Road
- W214 - 99th & Rose Garden-9963 W. Lake Pleasant Pkwy
- W213 - Fire Station 5-23063 N. 102nd Avenue
- W212 - Falcon-22435 N. 83rd Avenue
- W211 - Patterson B-10725 W. Williams Road
- W210 - Deer Valley 104th-10455 W. Deer Valley Road
- W209 - 105th and Rose Garden-10650 W. Rose Garden Lane
- W208 - Westbrook 3C-8897 W. Beardsley Road
- W207 - Westbrook 1-9301 W. Beardsley Road
- W206 - Parkridge-9620 W. Beardsley Road
- W205 - Ventana 2C-10827 W. Beardsley Road
- W204 - Ventana 1-20000 N. 107th Avenue
- W203 - Union Hills-8901 W. Union Hills
- W202 - Country Club-18546 N. Country Club
- W201 - Peacock Village-17850 N. 87th Avenue
- W115\_S - ADOT Metering Site-8451 W. Bell Road
- W115\_N-ADOT - 8451 W. Bell Road
- W114 - Peoria Sports Complex-16111 N. 83rd Avenue
- W113 - 71st & Canal B-15787 N. 72nd Avenue
- W112 - Arrowhead Shores-15410 N. 87th Avenue

*Superseded by BAFD*

DESCRIPTION	SQ. FT.	QTY	MONTHLY	ANNUALLY
W408 - Vistancia Well 8 - 28202 N. Mirage Road	6,347	12	\$ 31.74	\$ 380.82
W410 - Vistancia Well 10-11416 W. Dynamite Road	205,756	12	\$ 823.02	\$ 9876.29
W501 - Quintero # Well-39473 N. Rees Jones Blvd	3,536	12	\$ 17.68	\$ 212.16
B203 - West Wing Booster-26344 N. Black Rock Blvd	11,359	12	\$ 56.80	\$ 681.54
W406 - Vistancia Well 6-12611 W. Jomax Road	10,852	12	\$ 54.26	\$ 651.12
W405 - Vistancia Well 5-28027 N. El Mirage Road	7,299	12	\$ 36.50	\$ 437.94
W402 - Vistancia Well 2-27126 N. El Mirage Road	19,158	12	\$ 95.79	\$ 1149.48
W214 - 99th & Rose Garden-9963 W. Lake Pleasant Pkwy	30,609	12	\$ 153.05	\$ 1836.54
W213 - Fire Station 5-23063 N. 102nd Avenue	5,294	12	\$ 26.47	\$ 317.64
W212 - Falcon-22435 N. 83rd Avenue	3,319	12	\$ 16.60	\$ 199.14
W211 - Patterson B-10725 W. Williams Road	25,939	12	\$ 129.70	\$ 1556.34
W210 - Deer Valley 104th-10455 W. Deer Valley Road	12,668	12	\$ 63.34	\$ 760.08
W209 - 105th and Rose Garden-10650 W. Rose Garden Lane	8,404	12	\$ 42.02	\$ 504.24
W208 - Westbrook 3C-8897 W. Beardsley Road	9,117	12	\$ 45.59	\$ 547.02
W207 - Westbrook 1-9301 W. Beardsley Road	13,800	12	\$ 69.00	\$ 828.00
W206 - Parkridge-9620 W. Beardsley Road	25,053	12	\$ 125.27	\$ 1503.18
W205 - Ventana 2C-10827 W. Beardsley Road	5,690	12	\$ 28.45	\$ 341.40
W204 - Ventana 1-20000 N. 107th Avenue	23,798	12	\$ 118.99	\$ 1427.88
W203 - Union Hills-8901 W. Union Hills	22,387	12	\$ 111.94	\$ 1343.22
W202 - Country Club-18546 N. Country Club	17,942	12	\$ 89.71	\$ 1076.52
W201 - Peacock Village-17850 N. 87th Avenue	24,525	12	\$ 182.63	\$ 2191.56
W115_S - ADOT Metering Site-8451 W. Bell Road	7,975	12	\$ 39.88	\$ 478.50
W115_N-ADOT - 8451 W. Bell Road	746	12	\$ 3.73	\$ 44.76
W114 - Peoria Sports Complex-16111 N. 83rd Avenue	5,336	12	\$ 26.68	\$ 320.16
W113 - 71st & Canal B-15787 N. 72nd Avenue	9,555	12	\$ 47.78	\$ 573.30
W112 - Arrowhead Shores-15410 N. 87th Avenue	23,402	12	\$ 117.01	\$ 1404.12



# PRICE SHEET

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W111 - Desert Harbor B-15301 N. 91st Avenue	9,569	12	\$	47.85	\$	574.14
W110 - Weedville-14017 N. 73rd Avenue	22,654	12	\$	113.27	\$	1359.24
W109 - Sweetwater-12740 N. 91st Avenue	7,223	12	\$	36.12	\$	433.38
W108 - Bailey-11940 N. 75th Avenue	2,510	12	\$	12.55	\$	150.60
W107 - 70th and Peoria-7021 W. Peoria Avenue	15,290	12	\$	76.45	\$	917.40
W106 - Stone-8325 W. Stone Avenue	26,917	12	\$	134.59	\$	1615.02
W105 - 71st & Olive-7116 W. Olive Avenue	4,653	12	\$	23.27	\$	279.18
W104 - 91st & Olive-9183 N. 91st Avenue	3,430	12	\$	17.15	\$	205.80
W103 - Sunnyboy #1-8686 N. 108th Lane	15,579	12	\$	77.96	\$	934.74
W102 - Butler-8301 N. 103rd Avenue	18,481	12	\$	92.41	\$	1108.86
W101 - 83rd & Northern-8310 W. Northern Avenue	3,745	12	\$	18.73	\$	224.70
R401 - Vistancia Zone 5/6-13050 W. Westland Road	179,477	12	\$	897.39	\$	10768.62
R302 - Sonoran Mtn Ranch Reservoir-29300 N. 72nd Lane	33,230	12	\$	166.15	\$	1993.80
R301 - Pleasant Valley-9537 Kyser Drive	34,039	12	\$	170.20	\$	2042.34
R201 - West Wing Reservoir-26327 N. 91st Avenue	81,335	12	\$	406.68	\$	4880.10
R103 - Sports Complex Tank Site-8200 W. Tierra Buena	33,326	12	\$	166.63	\$	1999.56
L503 - Quintero Lift Station 43-40120 N Quintero Lane	2,717	12	\$	13.59	\$	163.02
L502 - Quintero Lift Station 30-40096 N Iron Age Dr	2,177	12	\$	10.89	\$	130.62
L501 - Quintero Lift Station 12-39482 N Iron Age Dr	2,007	12	\$	10.04	\$	120.42
R102 - Cortez-9251 W. Cortez	18,222	12	\$	91.11	\$	1093.32
P301 - Rock Spring PRV-8298 W. Jomax Road	7,101	12	\$	35.51	\$	426.06
P108 - Cotton Crossing PRV-8083 W. Market Street	8,500	12	\$	42.50	\$	510.00
P106 - MOC-8900 N. 79th Avenue	124,107	12	\$	620.54	\$	7446.02
M108 - 16221 N. 75th Avenue-16221 N. 75th Avenue	250	12	\$	1.25	\$	15.00
M105 - Plaza Del Rio-12753 N. Plaza Del Rio Blvd.	1,407	12	\$	7.04	\$	84.42
M103 - 99th & Olive Avenue-99th & Olive Avenue	250	12	\$	1.25	\$	15.00
LL - Loma Lane Lot-10300 W Loma Lane	11,571	12	\$	57.86	\$	694.26
L303 - Sonoran Mtn Ranch Lift Station 1-7436 W. Jomax	2,954	12	\$	14.77	\$	177.24
L302 - Sonoran Mtn Ranch Lift Station 2-7436 W. Brookhart Way	12,653	12	\$	63.27	\$	759.18

*Superseded by BAA*



# PRICE SHEET

Solicitation Number: P11-0055

## Materials Management Procurement

9875 N. 85<sup>th</sup> Ave., 2<sup>nd</sup> Fl.  
Peoria, Arizona 85345-6560  
Phone: (623) 773-7115  
Fax: (623) 773-7118

L301 - Pleasant Valley Lift Station-28155 N 99th Ave	1,132	\$	5.66	\$	6,419.52
L201 - Ventana Lakes Lift Station-19621 N. 111th Avenue	636	\$	3.18	\$	2,022.48
L105 - 75th & Cinnabar LS-10051 N. 75th Avenue	90	\$	.45	\$	40.50
L104 - Apollo LS-9700 W. Peoria	2,390	\$	11.95	\$	28,460.50
L103 - 101st & Northern LS-10140 W. Northern Avenue	9,876	\$	49.38	\$	487,600.08
L102 - 112th & Northern LS-11220 W. Northern Avenue	284	\$	1.42	\$	403.28
B301 - Sonoran Mtn Ranch Booster-7494 W. Jomax Road	28,028	\$	146.14	\$	4,097,000.12
L101 - 11th & Orangewood LS-111th & Orangewood	2,084	\$	10.42	\$	21,717.28
B401 - Quintero - CAP-Sarival Avenue & CAP Canal	101,853	\$	509.27	\$	51,668,000.11
B204 - Jomax/Terramar Booster-7069 W. Jomax	42,025	\$	210.13	\$	8,831,000.75
B202 - Deer Valley Estates-22609 N. 83rd Avenue	5,009	\$	25.05	\$	125,400.45
B201 - Williams Pump-22541 N. Lake Pleasant Road	16,605	\$	83.03	\$	1,379,000.15
<b>Subtotal Location 4 - Well Sites &amp; Lift Stations</b>	<b>1,435,252</b>	<b>\$</b>	<b>6,970.50</b>	<b>\$</b>	<b>9,996,460.05</b>

*Superseded by BAF*

Total of all 4 Locations

Tax Rate 5.92 % (to be included separately on all invoices)

Grand Total of all 4 Locations, Including Tax

\$ 23,983,622.87  
 \$ 1,418,630.88  
 \$ 25,402,263.75

The City anticipates awarding by one or more Locations, or by Grand Total, whichever is most advantageous to the City.



# PRICE SHEET

Solicitation Number: P11-0055

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### ADDITIONAL RATE SCHEDULE

This rate schedule, submitted by the Contractor, is considered to be valid throughout the course of the contract.

Hourly rates are considered to include all materials, equipment, profit, overhead, mobilization and transportation costs. The City will pay rental companies directly for any authorized equipment rentals.

Work requiring only one person will be paid for at the labor rate. No extra payment will be made for time spent on any job by Contractor's personnel above the class of foreman. Supervisors, general superintendents, estimators, and company owners, etc., are considered by the City to be compensated for by the overhead portion of other earnings from the City.

**THE CONTRACTOR UNDERSTANDS AND AGREES THAT THIS CONTRACT DOES NOT CONVEY ANY EXCLUSIVE RIGHT TO PERFORM EXTRA WORK THAT MAY BE REQUIRED DURING THE TERM OF THIS CONTRACT.**

EXTRA WORK RATES (Shall apply to all Locations bid)  
(Must have Written City Authorization)

<b>Labor Charges (Itemized per Hour)</b>	<b>Hourly Rate</b>
a) Skilled Labor	\$ <u>26.00</u>
b) General Labor	\$ <u>22.50</u>
c) Sprinkler Technician	\$ <u>48.00</u>
d) Certified Arborist	\$ <u>55.00</u>
e) Certified Tree Worker	\$ <u>65.00</u>
f) Power Wash Concrete Areas	\$ <u>35.00</u>
g) Pest Control (Rodents & Insects)	\$ <u>65.00</u>
h) Weed Control -- non-turf areas	\$ <u>55.00</u>
i) Landscape Tractor w/Operator	\$ <u>80.00</u>
j) Bushhog Mowing	\$ <u>80.00</u>
k) Backhoe with Operator	\$ <u>130.00</u>
l) Ramada Washing	\$ <u>35.00</u>
m) Bobcat with Operator	\$ <u>80.00</u>
n) Dump Truck with Operator	\$ <u>90.00</u>



# PRICE SHEET

Solicitation Number: **P11-0055**

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### ADDITIONAL RATE SCHEDULE (CONTINUED)

<b>Continued Labor Charges (Itemized per Hour)</b>	<b><u>Hourly Rate</u></b>
o) Vacuuming (per Acre)	\$ <u>75.<sup>00</sup></u>
p) Weed Control (Turf Area per Acre)	\$ <u>300.<sup>00</sup></u>
q) Aerification w/Tractor and Operator (per Acre)	\$ <u>300.<sup>00</sup></u>
r) Vegetation Maintenance	\$ <u>25.<sup>00</sup></u>
s) Riding Mower, Small	\$ <u>60.<sup>00</sup></u>
t) Riding Mower, Large	\$ <u>75.<sup>00</sup></u>
u) Hand Watering	\$ <u>22.<sup>50</sup></u>
v) Hand Mowing, Trimming	\$ <u>15.<sup>00</sup></u>



# QUESTIONNAIRE

**Materials Management  
Procurement**  
 9875 N. 85<sup>th</sup> Ave., 2<sup>nd</sup> Fl.  
 Peoria, Arizona 85345-6560  
 Phone: (623) 773-7115  
 Fax: (623) 773-7118

Solicitation Number: P11-0055

Please list a minimum of three (3) owner references from similar projects whom the Materials Management Division may contact:

1. Company: City of MESA  
 Contact: JONATHAN ARNOID Phone: 480-644-4728  
 Address: 300 E. SIXTH STREET MESA AZ  
 Description of Work: MEDIAN/ROW & PARK LANDSCAPE MAINTENANCE  
WEED CONTROL & IRRIGATION REPAIR  
 Annual Value: \$ 720,000.00

2. Company: TOWN OF GILBERT  
 Contact: DENNIS SULLIVAN Phone: 480-283-3710  
 Address: 525 N. LINDSAY RD GILBERT AZ 85242  
 Description of Work: LANDSCAPE & IRRIGATION MAINTENANCE IN DOWNTOWN  
GILBERT, PARK & RIDE & STREETSCAPES  
 Annual Value: \$ 70,000.00

3. Company: CITY OF PEORIA  
 Contact: ERIK WILSON Phone: 623-773-5245  
 Address: 9875 N. 85<sup>TH</sup> AVE PEORIA AZ 85345  
 Description of Work: LANDSCAPE & IRRIGATION MAINTENANCE ON CITY WELLS  
FACILITIES & ROW'S.  
 Annual Value: \$ 150,000.00



## QUESTIONNAIRE

Solicitation Number: **P11-0055**

### Materials Management Procurement

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Offerors are to indicate below any exceptions they have taken to the Terms, Conditions or Scope of Work:

*No exceptions*



## QUESTIONNAIRE

Solicitation Number: **P11-0055**

### Materials Management Procurement

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Has your firm been certified by any jurisdiction in Arizona as a minority or woman owned business enterprise? Yes \_\_\_\_\_, No  \_\_\_\_\_.

If yes, please provide details and documentation of the certification.

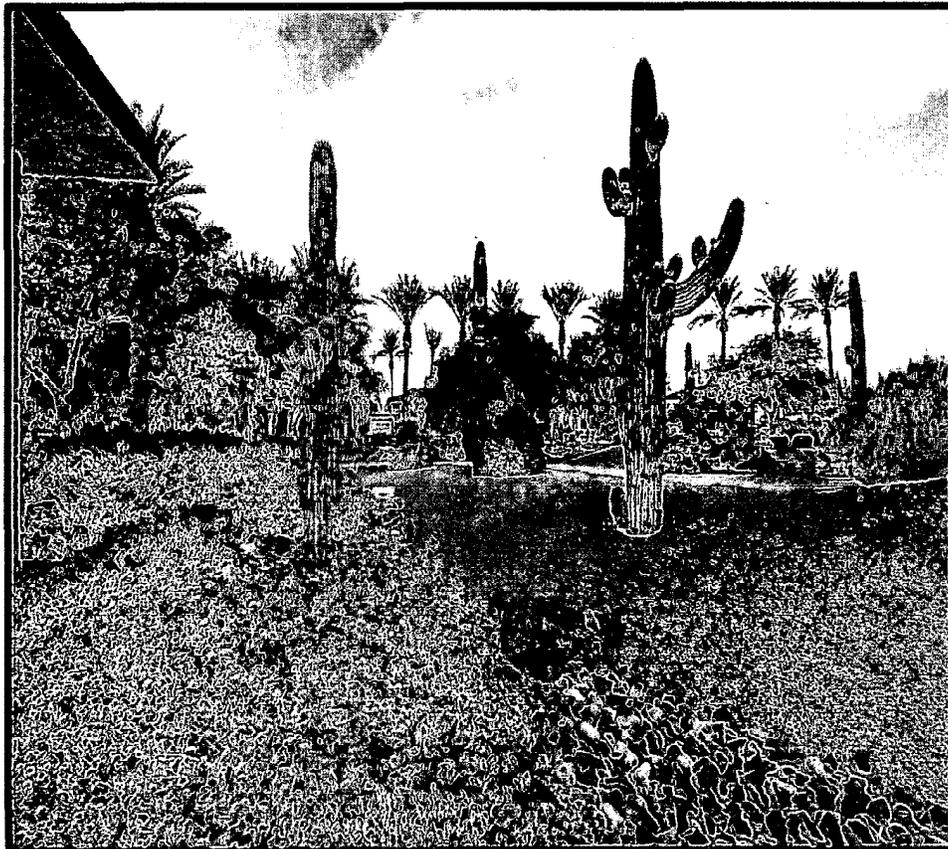


**City of Peoria**  
**Request for Proposal**  
**Landscape Maintenance**

**#P11-0055**

**Respectfully Submitted by:**

**The Groundskeeper**





June, 2011

City of Peoria

Review Committee

On behalf of The Groundskeeper's 800 employees/owners, we would like to thank you for the opportunity to provide our proposal. With more than 35 years experience in landscape management, specializing in the arid climates of the southwest, The Groundskeeper has the experience and resources for all your Landscape Maintenance, Improvement and Arbor Care needs.

The Groundskeeper considers all of our projects a Partnership. We take pride of ownership in the accounts we service. The Groundskeeper has the team and resources to ensure your contracts are maintained with only the highest standards and are able to flourish under our care.

Please visit our website at [www.groundskeeper.com](http://www.groundskeeper.com) to learn more about our organization.

Thank you for the opportunity to submit our proposal.

Sincerely,



## **INDEX**

- 1. Method of Approach**
  - **Staff**
  - **Support Staff**
  
- 2. Work Plan**
  - **Safety**
  - **Specialty Crews**
  - **Equipment**
  
- 3. Quality Control**
  
- 4. Capabilities / Experience**
  - **Certificates and Licenses**
  
- 5. Community Involvement**
  
- 6. References**
  - **Letters**
  
- 7. Closing Statement**
  - **Authorized Signature**
  - **Questionnaire**
  - **Amendment**
  - **Price Sheet**



## Method of Approach

### Staffing

The Groundskeeper recognizes that the landscaping around your facilities, represent the city and therefore, must be presentable at all times. We believe our management plan reflects our 37 years of experience and will demonstrate our capabilities in managing the areas so they are continually viewed as well manicured, clean and pleasing to the your residents. When areas are as spread out as the City of Peoria, we have learned that dedication to a routine work schedule, while having the flexibility to adapt, is critical to the success in managing municipal accounts. We believe our plan, as well as our company structure allows for this.

### Base Staffing:

We will provide a **Field Supervisor** Monday through Friday. His responsibilities would include:

- Communication with the City Representative
- Oversight of crews
- Schedule Chemical weed control applications
- Have an understanding of irrigation controllers and repairs
- Quality control inspections

We envision 2 **Crew Leaders** assigned to separate geographical areas, City Hall Campus and Basins & Utilities. The Crew Leaders and their helpers will follow the weekly work schedule and will be supported by the Field Supervisor, Irrigation Technician and Certified Chemical Applicator. The City Hall Campus crew will be on site daily. The Basins & Utilities crew will follow a pre-determined schedule moving from site to site.

The Crew Leaders will ensure the:

- Removal of trash, weeds, suckers and debris
- Turf areas are mowed and manicured
- Power washing is complete
- Weeds have been manually removed
- Low hanging trees branches lifted over sidewalks (as needed outside of seasonal pruning)
- Hardscapes clear and granite rake



*All staff will be uniformed according to their position*

### Our Support Team includes:

- Seasonal labor support (Summer, Fall and Winter cut backs)
- Specialty Crews (Certified Spray and Irrigation Technicians)
- Additional support staff (3 Full time Mechanics, Area Superintendant, Certified Arborists and Arbor Care Consultants, Improvement Consultants, Landscape Design and Regional Manager)



## PROFILE OF THE MAINTENANCE SUPERVISOR

**NAME:** ALEJANDRO MARTINEZ

**DIVISION:** Maintenance, Phoenix Region

**Education, Qualifications and Experience:**

- **Qualified Party** with The Office of Pest Management (OPM), he is also a Certified Applicator.
- **June 2009** became a member of the Arizona Community Tree Council.
- **5 years** worked as a Superintendent at Star Dust Golf Course in Sun City West, responsible for 15 employees, aided in the construction of Golf Courses thru Del Webb Investment Corporation by following detailed Blueprints provided. Kept a daily vigil on all areas of maintenance, including all water and electrical usage throughout a typical day of operations.
- **12 years** worked as a Maintenance Supervisor and Spray applicator for Alhambra School District, responsible for 11 employees and ensured all 15 schools in the district had proper lawn care as well as irrigation maintenance. Extensive knowledge in irrigation and various types of water controllers. Responsible for employee training on handling hazardous materials. Kept daily logs on equipment for proper maintenance as needed. Doubled the efficiency of the maintenance program by implementing new and more profitable ideas as well as suggesting new products that would aid the school district in their budget.
- **Since 2003** has worked at The Groundskeeper as Maintenance Supervisor holding the Qualifying Party for our company in the State of Arizona, responsible for over 75 properties and oversees 26 employees, responsible for employee evaluations, ensure that 43 spray applicators are trained on new and improved products and also comply with the laws and regulations of the State of Arizona.

**Responsibilities:** Maintenance Supervisor  
Qualified Party for The Groundskeeper  
Public Relations and Customer Service  
Quality inspections  
Scheduling Crews



## PROFILE OF THE IMPROVEMENTS SUPERVISOR

---

**NAME:** JOEY MOYA

**DIVISION:** Improvements, Phoenix Region

### **Education, Qualifications and Experience:**

- **2007 Certified MSHA Trainer** at Phelps Dodge in Bagdad, AZ.
- **10 years** worked as a Laborer and Lead Labor for Home Sprinkler, Co. in Glendale, AZ. Responsible for irrigation installations, brick work, flagstone installation, granite, turf and all related residential installations and improvements. Ordered materials, communicated with homeowners, read blue prints and basic electrical and plumbing.
- **Since 2000** has worked at The Groundskeeper starting as General Labor and worked his way up to Irrigator, Crew Leader, On Site Supervisor for Phelps Dodge Mining Company at the Town site of Bagdad, AZ, and currently as Improvements Supervisor, responsible for overseeing 15 employees, including irrigators, their evaluations, training, timesheets, ordering materials and equipment, extensive knowledge on irrigation installations and repairs, enhancements and Improvements proposals to customers for over 280 properties around the valley.

### **Responsibilities:**

Improvements Supervisor  
Improvements and new installations proposals  
Employee evaluations  
Delivers, verifies and enhances customer satisfaction  
Quality Control



## IRRIGATION CONSULTANT/TECHNICIAN

**NAME: ANTHONY MOYA**

**DIVISION: Maintenance and Improvements Phoenix Region**

### **Education, Qualifications and Experience:**

- **2000** training Level 1 Maxicom Irrigation System.
- **April 2009** attended a class Certification on Smart Controller Training by ET Water in Escondido, CA.
- **2009** Re-certification in Backflow Testing and installation for multiple cities across the valley.
- **19 years** irrigation experience.
- Major projects have included The Peoria Sports Complex, Downtown Phoenix Partnership, Metro Light Rail System and City of Glendale.
- **Since 1997** has worked for The Groundskeeper currently as Lead Irrigator for the Phoenix Region at the West Production Yard, with extensive knowledge of Irrigation evaluations, repairs, maintenance and installation, extensive experience in the management of large HOA's irrigation systems.

**Responsibilities:**     Evaluation  
                                 Troubleshooting  
                                 Controller installation and setting  
                                 Repair of irrigation related issues  
                                 Customer Service



## CHEMICAL APPLICATOR

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**NAME:** KC Vasquez

**DIVISION:** Maintenance, Phoenix Region

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### Education, Qualifications and Experience:

- **3 years** working at The Groundskeeper as a Chemical Applicator.
- **Worked at SW Ground Control – 2 years spray tech**
- **Attended** numerous seminars including Supervisor Seminar, Fire Hazmat, Landscape Safety and Driver's safety, training class for confined spaces, Chemical Safety training at ADOT, practices and procedures.
- **Certified** Chemical Applicator with the Office of Pest Management 5 years
- **Qualifying Party license holder. Have successful passed the requirements to hold a qualifying party license.**

### Responsibilities:

- **Oversee proper chemical storage and application**
- **Develop weed control programs for clients**
- **Consultant on specific weeds and advise on proper chemical**



## The Groundskeeper Support Team:



**Paul Tripp**  
**Regional Manager**

Paul has worked in the Landscape Industry for 30 years and with The Groundskeeper for 15 years. Paul's experienced working as a crew leader and a Supervisor. His knowledge of Southwestern landscape is extensive and his passion for the clients and the landscape has allowed Paul to become the Regional Manager for The Groundskeeper. Paul communicates with the Supervisors to make sure that we are doing the best for our clientele.



**John Maleske**  
**Landscape Consultant**

John has been in the landscape industry for the past 30 years and has been with The Groundskeeper for 9 years. John assists with competitive Improvement and Maintenance proposals for The Groundskeeper. John is available for consulting on your landscape improvement needs. John believes there is no substitute for quality work and competitive pricing. He works with the Supervisors to deliver and exceed client expectations.



**Brian Ostler**  
**Phoenix Tree Division Manager**

Brian joined The Groundskeeper after relocating to Phoenix. He has worked in the Landscape industry and has also owned a Tree Care Company in Las Vegas for the last 10 years. Brian is a tree expert with extensive knowledge in Arbor care, Brian has constant interaction with customers by providing consultations, proposals, budgeting and our "My Trees" Inventory Program.



**Michelle Lopez**  
**Regional Office Manager**

Michelle has 15 years experience as an Office Manager and has been with The Groundskeeper for over 6 years. Michelle works hard to provide support for the supervisors in the field as well as outstanding customer service for our clients. She will assist the supervisor with the weekly reports for the Manager, along with any maintenance related requests and invoices.



**Joey Moya**  
**Improvements Supervisor**

Joey has been at The Groundskeeper for 11 years starting as General Labor and worked his way up to Irrigator, Crew Leader, and On Site Supervisor for Phelps Dodge Mining Company at the Town site of Bagdad, AZ. Joey is currently the Improvements Supervisor. Joey is responsible for overseeing 3 Improvement crews. He has extensive knowledge with irrigation installations and repairs, enhancements and Improvements proposals. Joey is available to assist the City with all your landscape projects.



**Anthony Moya**  
**Certified Irrigation Technician Valley Wide**

Anthony has been at The Groundskeeper for more than 12 years and he has 20 years of irrigation experience. Anthony holds a certification in Backflow testing, installation and repairs throughout the valley. He is Maxicom Level 1 and Calsense Certified. Anthony has earned a Certification on Smart Controller Training by ET Water in Escondido CA. Anthony is available for consultations or exploring irrigation issues.



**Allison Slabbert**  
**Landscape Sales & Design**

Allison graduated from the University of Minnesota with a Bachelor of Science degree in Environmental Horticulture with an emphasis in Landscape Design. Allison has designed and created beautiful flower arrangements, bouquets, and boutonnières for 4 weddings including her own. She has been featured in the Star Tribune, Minneapolis, MN for Potscaping and in the MetroMag/Maple Grove Magazine (MN) for shopping center annual designs as well as submitted articles for Examiner.com.

## Work Plan

### Start Up and Maintenance:

Before the onset of the contract, the Groundskeeper will prepare a written service schedule that maps daily, weekly, and seasonal functions. A key component will be sectioning the service area into distinct sections. We will be able to measure our progress per this schedule and adjust the crew size as needed to ensure that this rotational pruning and cleaning schedule is maintained. A project management notebook will be started that includes copies of the contract and service maps. This will be updated as long range plans are developed, and idiosyncrasies are discovered.

Sample mapping:



<b>Parkway Weekly Schedule</b>		
<b>Week 1</b>	<div style="display: flex; align-items: center;"> <div style="width: 15px; height: 10px; background-color: #cccccc; margin-right: 5px;"></div> <span style="font-size: 8px;">Remove debris from the area across the road from the road.</span> </div>	
<b>Week 2</b>	<div style="display: flex; align-items: center;"> <div style="width: 15px; height: 10px; border: 1px solid black; margin-right: 5px;"></div> <span style="font-size: 8px;">Remove debris from road and sidewalk to the road.</span> </div>	
<b>Week 3</b>	<div style="display: flex; align-items: center;"> <div style="width: 15px; height: 10px; background-color: #cccccc; margin-right: 5px;"></div> <span style="font-size: 8px;">Remove debris from the area across the road from the road including the area across the road.</span> </div>	
<b>Week 4</b>	<div style="display: flex; align-items: center;"> <div style="width: 15px; height: 10px; background-color: #cccccc; margin-right: 5px;"></div> <span style="font-size: 8px;">Remove debris from the area across the road from the road.</span> </div>	
<b>Week 5</b>	<div style="display: flex; align-items: center;"> <div style="width: 15px; height: 10px; background-color: #cccccc; margin-right: 5px;"></div> <span style="font-size: 8px;">Remove debris from the area across the road from the road.</span> </div>	
<b>Side Streets Crews</b>		
<div style="display: flex; justify-content: space-between; font-size: 8px;"> <div style="width: 15px; height: 10px; background-color: #cccccc; margin-right: 5px;"></div> Monday           </div>	<div style="display: flex; justify-content: space-between; font-size: 8px;"> <div style="width: 15px; height: 10px; background-color: #cccccc; margin-right: 5px;"></div> Tuesday           </div>	<div style="display: flex; justify-content: space-between; font-size: 8px;"> <div style="width: 15px; height: 10px; background-color: #cccccc; margin-right: 5px;"></div> Wednesday           </div>
<div style="display: flex; justify-content: space-between; font-size: 8px;"> <div style="width: 15px; height: 10px; background-color: #cccccc; margin-right: 5px;"></div> Thursday           </div>	<div style="display: flex; justify-content: space-between; font-size: 8px;"> <div style="width: 15px; height: 10px; background-color: #cccccc; margin-right: 5px;"></div> Friday           </div>	



## Work Plan Continued:

The Groundskeeper's routine maintenance approach will be to perform the landscape duties outlined in the specifications. The specifications outline the approach with regards the removal of trash weeds and suckers, tree, shrub and groundcover trimming, and maintenance, weed abatement control, along with tree staking.

The ground maintenance crew will service sections daily being mindful of the community and traffic. The crew is responsible to complete the daily schedule tasks in the respective area. This would include lifting trees to appropriate height (when necessary), tree staking, manual weed removal, raking decomposed granite, removing suckers and removal of dead plants. The debris truck (equipped with arrow board) will move along with the crew to ensure debris is collected as it is generated. Necessary heavy pruning will be identified and will be discussed with city representative. (Heavy pruning would be seasonal cut backs and frost damage removal). Seasonal cut backs will be done in conjunction with specification requirements and advance notification to the City representative. The exception would be hazards which will be identified, reported and addressed immediately.

The ultimate goal of The Groundskeeper is to deliver the 'clean, natural look' you desire.

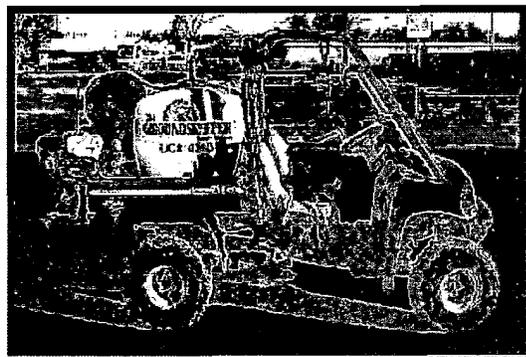
### Seasonal Trim Crew

The Groundskeeper anticipates staffing seasonal pruning with a minimum of a 4 person crew (addition staffing available if necessary to meet the time commitments).

Palms will be trimmed by our Arbor Care Division using only certified workers and climbers.

### Spray Technician

The Spray Technician will complete urgent work orders received from the Field Supervisor. Routine spot spraying for weeds will be mapped to ensure all areas are treated monthly. The City Representative will be informed as to which area is being serviced. Pre-emergent applications will be coordinated prior to spraying. The Spray Technician will service all areas a minimum of one time per month. They will follow a pre-determined map of all areas. In the early spring when rain promotes weed growth, the Spray Technician will be scheduled for additional spot spraying. Utility sites will be sprayed with our 500 gallon rig and utility cart.





## **Litter Control**

Litter control will be handled by the designated clean crew assigned to that area. They will work daily to police and pick up debris, remove suckers and weeds on the prepared scheduled. Collected debris will be hauled off and transported to a landfill. Whenever practical, a green waste facility will be used.

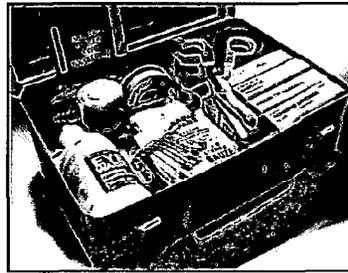
## **SAFETY**

The Groundskeeper utilizes the latest in communication technology. Superintendents, Field Supervisors and crews are issued Blackberry's or cell phones capable of receiving e-mails and voice messages. Safety precautions will be taken to ensure the safety of personnel and the public. All employees will wear OSHA approved safety vest, gloves, hard hats as well as additional safety related gear as a specific task warrants.

All major hospitals or urgent cares within direct proximity to where we will be working will be identified and stored in all vehicles in case of any work related accidents.

### **SAFETY EQUIPMENT USED BY GROUNDSKEEPER WORK CREWS**

- Fire Extinguisher
- First Aid Kit
- Rubber/Leather Gloves
- Safety Glasses
- Work Boots
- CPR & First-Aid Training
- Ear Plugs
- Safety Vests
- Dust & Chemical Masks
- Tree Safety Harness & Equipment
- Material Safety Data Sheets (MSDS Sheets)
- On-going safety training, i.e., heat stroke, dehydration, major cuts, etc.



### **MECHANICAL**

- In-house mechanical department (3 staff mechanics with mobile field repair capabilities )
- Trucks serviced on a regularly scheduled basis
- Safety concerns are immediately repaired
- Truck report completed weekly
- Status of vehicle, i.e., windshield wipers, tires, oil, lights, safety beacons, arrow boards
- Small equipment regularly monitored and repaired to ensure safety devices on all equipment is safe and operative

### **EMERGENCY CONTACT PROCEDURES**

- All crew leaders are equipped with cellular phones
- Dial 911
- Poison control number
- Groundskeeper management accident and injury procedures

## **General:**

- Personal protection equipment will be issued and required for use for on-site employees. These items will include white hard hats (when applicable), of an OSHA approved type, high visibility vests, leather work boots, safety glasses with side shields, ear plugs, and leather or rubber gloves (chemical applicators).
- Weekly safety meetings will be held and documented the first working day of the week. Items to be discussed will include; traffic safety, proper lifting techniques, and importance of safety equipment, tool usage, chemical handling and defensive driving.
- The Crew Leaders will have mobile phones with voice-mail capabilities to facilitate communication between their contact, other work crews and Groundskeeper office personnel. All crewmembers will be instructed in the use of this equipment.
- All vehicles and machinery will be equipped high visibility yellow beacons, arrow boards and orange safety cones. Safety equipment will be used at all times when on site.
- All vehicles will contain a first aid kit and fire extinguisher. A qualified person will be trained to administer first aid.
- A list of medical facilities available for emergency treatment will be made available to all crewmembers.
- In the event of an emergency, crewmembers and Supervisors are required to contact either an area Superintendent or one of our branch offices by phone and transport to the closest Concentra or emergency room for treatment. Necessary documentation is completed and turned into the office.

## **Groundskeeper Safety Rules & Regulation**

- Work boots must be worn at all times while on the job.
- Use of other protective wear is required when operating equipment or performing certain tasks. This protective equipment is available from the supervisors and includes goggles, gloves, hard hats, etc.
- Employees are not permitted to ride in the bed of a truck or trailer
- A seat belt must be worn at all times while riding in a COMPANY vehicle.
- At no time should employees handle restricted Use chemicals such as herbicides and pesticides unless they are registered and certified with the Structural Pest Control Commission.
- Always use caution whenever lifting anything in or out of trucks or when loading/unloading trailers. DO NOT BE AFRAID TO ASK FOR HELP! Remember to lift with your legs, not your back.
- No smoking in Groundskeeper vehicles or around equipment while refueling.
- Report ALL accidents to supervisors or to the office immediately.
- Report any unsafe conditions to a Supervisor, and NEVER purposely do anything that you know to be dangerous or unsafe. USE COMMON SENSE.
- NEVER BREAK GROUND WITH ANY EQUIPMENT WITHOUT BLUE STAKING. Safety vests must be worn whenever working on or near public roads.
- Follow Equipment Operation and Maintenance Guidelines:
- Turn off engine when it is necessary to touch any part except the handle or when removing the catcher from a lawn mower. When removing or sharpening blades, disconnect wire from spark plug.
- When power equipment must be left unattended, turn off engine and secure (chain and lock or lock in truck.)
- All machine guards must be in kept in place while machines are in operation.
- While using pole pruners, stake pounders, or chain saws, a hard hat and eye safety goggles must be worn.

## **Supervision**

Our Field Supervisors are well versed on the importance of maintaining a service schedule. The Supervisor and the Crew Leaders are instructed to pay attention to the details. They will both review the areas to check for items that may need attention. This can include down trees, stuck irrigation valves, shrubs growing into pathways, etc. Items of immediate concern will be communicated to the City Representative.

The Groundskeeper will also provide regional over site to assist our Supervisor. Initially, site visits will be conducted on a weekly basis to see that we "hit the ground running."

## **Communication**

Communication with City Representative, Groundskeeper office, Supervisors and emergency personnel is extremely important while working larger areas. The Groundskeeper has had success with a daily check in with the assigned contact and dedicated group emails that are dispatched to all concerned individuals. This distribution list also includes Groundskeeper management so that we can stay up to date as to the frequency and types of requests. We also want to ensure that requests are addressed promptly. All Groundskeeper Supervisors and Managers carry Blackberry's, so emails will be received immediately. Our Crew Leaders have mobile phones to facilitate dispatching messages. With our 24 hour on call service, we are able to respond in a timely manner for general maintenance, and safety issues. During monsoon season, if a storm creates the necessity to respond on weekends or after hours, we have a system in place to respond to these situations.



## **SPECIALTY CREWS**

As mentioned earlier, The Groundskeeper has several specialty crews available to provide support to the maintenance crew.

- Arbor Care Division: Highly trained personnel will perform all tree work over 13' under the direction of a Certified Arborist. This crew is available for emergency cleanup and consultation on tree issues that may arise.
- Improvements Division: Crews specializing in small landscape designs, installations, retrofits, lot clean-ups and upgrades are handle services that fall outside the routine maintenance service. Replants, turf conversions, granite topdressing, and emergency clean ups are typical services that these crews perform. Having our Improvements Crews available allow the maintenance staff to remain focused on their schedules when other services are needed.
- Irrigation Specialists: Highly trained and certified personnel that are available to troubleshoot serious problems and perform emergency repairs. Irrigation Specialists are certified to perform backflow inspections.
- State Certified Pesticide Applicators: Specially equipped technicians that will handle larger pesticide applications safely and efficiently. Also available for consultations on disease or insect issues.

## EQUIPMENT

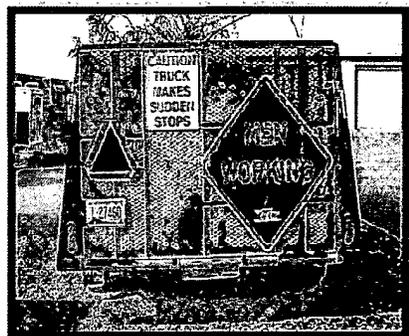
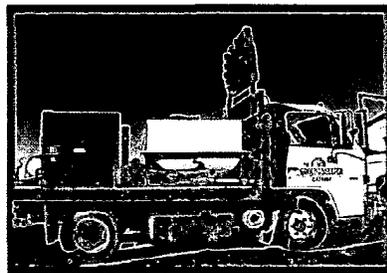
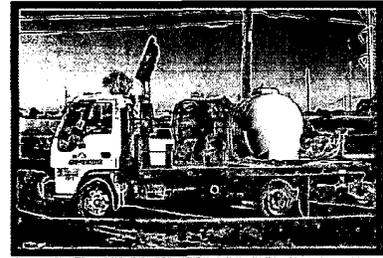
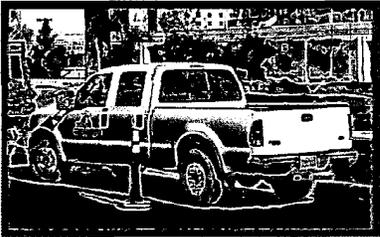
- Crew cab pickup trucks with arrow boards
- Landscape trailers
- All necessary power equipment and hand tools

### Truck Inventory List

Loppers, Air Blowers, MSDS Manual,  
Rakes, Hand Pruners,  
First Aid Kit, Push brooms  
Pole Saw, Fire Extinguisher,  
Hand Saws, Street Safety Manual,  
Hula-hoes, Cellular Telephones,  
Chain Saw, Schedule w/service reports,  
Hedge Trimmers, Shovels.

All vehicles will be presentable,  
well maintained trucks.

The Groundskeeper logo is affixed  
to all vehicles. Each crew will have  
all the appropriate hand tools and  
small equipment needed to  
perform their tasks.





## Quality Control

The Groundskeeper fully understands the forces of nature our native landscapes endure throughout the year, from our harsh hot summers to our occasional freezing winters. We also understand the importance of teaching our employees to produce a quality product in these environments. We have developed training lessons which employees are routinely scheduled for training.

### The Groundskeeper Quality Control Training

#### Actions to improve quality:

- Promote the attitude of quality and client satisf-ACTION throughout the region.
- Train Crew Leaders what quality truly is as defined by the client.
- Empower the Crew Leaders to deliver what the client expects.
- Portray a professional image via our uniforms, trucks and conversation.
- Continue to elevate Crew Leaders to a position of authority with prestige.

#### Policies to achieve results:

- Meetings for Crew Leaders to allow them to bring their obstacles for success.
- Develop the solutions arrived at by the Crew Leaders.
- Facilitated solutions via the Supervisors and monitored by the Branch Manager.
- Drill down pertinent information, i.e. route hours, Supervisor philosophies, sales promises, client expectations and perceptions, etc.
- Train Crew Leaders on proper communication with client.
- Continue the emphasis and importunacy of the daily Service Reports.
- Train Crew Leaders on how OSMP (Onsite Maintenance Practices) are performed and why it's necessary.

The purpose is to improve quality and client satisfaction. Our Goal is to move Crew Leaders from a function based mentality to a plant species method of performing landscape maintenance.





## **Quality Control Plan**

The Groundskeeper will ensure the quality of this project by consistently performing the following actions:

- Bi-monthly meetings with crew leaders and crew members to discuss current conditions, i.e. seasonal requirements – monsoon season, frost damage, site visibility due to plant overgrowth, thinning tree canopies to eliminate toppling, obstruction of traffic/public signage and pedestrian walkways, overgrown plant material growing into right-of-ways and completion of work requests.
- Service reports are filled out on day of service and filed for future reference. The daily report can be emailed, faxed or hand delivered to City Representative for review.
- The Groundskeeper services multiple properties throughout Peoria which encourages other Supervisors and Managers to evaluate our contracts while traveling throughout.
- Field Supervisor ensures crews have information, tools and equipment to perform daily maintenance without experiencing a break in service.
- Field Supervisor will on a daily basis inspect contracted areas to ensure quality and potential liabilities. Upon inspection, Field Supervisor will fill out an Inspection Report. Inspection report will be reviewed with the Crew Leaders. The Supervisor will re-inspect site ensuring item(s) were completed.
- Supervisor and City Representative to conduct routine inspections of contracted areas to ensure that The Groundskeeper is providing the level of service expected.
- When The Groundskeeper receives a faxed or electronic copy of a work request a supervisor will give a Work Request to crews in charge of the area and ensure it is completed in a timely manner. Once the crews complete the request, the area will be inspected to ensure the request was fully completed. If there is a name and phone number on the work request from the person who called, the Supervisor will call them to ensure the request was completed to their satisfaction. The Supervisor will sign off on the Work Request and fax or email a copy back to the City Representative.

# Capabilities / Experience

## The Groundskeeper Advantages



- The Groundskeeper promotes and encourages on-going education for our entire staff and shares these benefits with our customers through improved quality and evolving, innovative approaches related to our customer services.
- The Groundskeeper is **100% Employee Owned**
- The Groundskeeper participates in and draws from a wide base of resources in the community to enable us to be at the forefront of the latest information and research as it becomes available.
- The Groundskeeper is able provide long-range improvement ideas and budgeting to enhance and modernize your city as it grows and changes.
- The Groundskeeper has a full-time mechanical staff dedicated to the operation of a full fleet of vehicles and an efficient smooth running line of equipment.
- The Groundskeeper actively recruits and screens potential employees in order to attract the most qualified and capable employees to be part of a team.
  - **E-Verify**
  - **Drug screening**
  - **Motor vehicle driving record reports – Under 21 driving restriction**
  - **Character and job history information.**
- The Groundskeeper is very active in community involvement and with Professional Associations:





## Experience

Founded in Tucson in 1976, The Groundskeeper has been a consistent, dependable source for commercial and municipal landscape services in Arizona for thirty plus years. The Groundskeeper is an employee-owned corporation currently ranked by *Landscape Management* in the top twenty of U.S. commercial landscape firms, The Groundskeeper has maintained its focus on providing quality, affordable landscape construction, maintenance, and tree care throughout the Southwest.

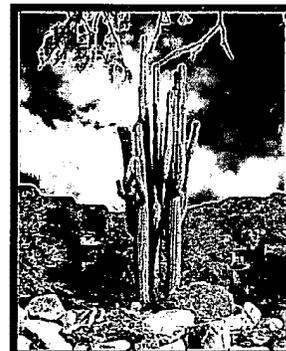
With offices in Phoenix, Tucson, Albuquerque and Las Vegas, The Groundskeeper is able to provide a full complement of green-industry services to clients ranging from Federal, State, County, and City governments to general contractors, private business owners, and commercial developers. Our municipal contracts and projects have included construction and maintenance of parks, streetscapes, playing fields, schools, well sites, and offices, and we currently hold maintenance contracts for the City of Peoria, City of Mesa, Town of Gilbert, and seven contracted sections for the Arizona Department of Transportation.

One hundred percent (100%) of The Groundskeeper is owned by 800+ employees, many of whom have grown with the company from laborers, crew leaders and supervisors into its current corporate leadership. Our COO, Vice-Presidents, and Branch Managers have at least 15 to 35 years of service and have held numerous positions within the company.

The Groundskeeper possesses excellent bonding capabilities, as well as extensive insurance and general liability coverage. We work in all phases of our operations to continuously improve the safety of our crews, fellow trades, and the general public. Weekly internal safety meetings involving all personnel involved in labor management translate into similar tailgate safety meetings with each crew on every project, as well as a commitment to continual diligence and pro-active intervention for safety's sake by all members of The Groundskeeper team.

We have an excellent working relationship with our municipal partners. Our staff works closely with the municipal Supervisors in the Streets, Parks, Facilities and Water Wells Divisions. We pride ourselves on the relationships we've established. The Groundskeeper truly believes communication is the key component of success with our municipal clients. Our supervisors and crew leaders are equipped with cell phones with message capabilities and can be in regular communication with city personnel to meet their needs.

The Groundskeeper has a high degree of expertise in the many facets of this contract and perform our work with commitment and reliability. We have a unique understanding of the needs of municipal contracts.

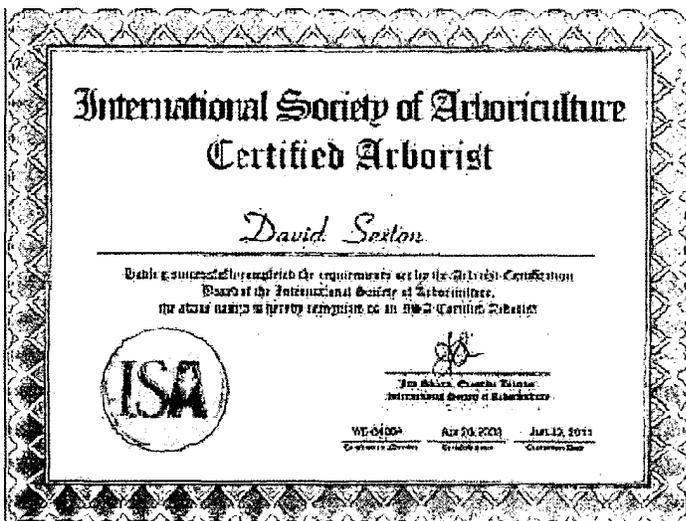




**Continued:**

Our ability to build models and to anticipate the cost of a landscape contract provides us with the knowledge to closely predict such cost as: Field labor, hours by function, supervisor labor, herbicides, equipment costs, vehicle costs and many other related costs. This process has been used by The Groundskeeper throughout its 37 years in business and allows us to meet the budgetary requirements of our commercial and municipal customers. The Groundskeeper has successfully completed all the terms and agreements of its municipal and commercial contracts without budgetary overruns. This success has helped us develop long-term relationships and excellent quality. The longevity of our relationships and quality are evident by reviewing the lengths of our current contracts and by the number of awards we have received over the years.

**Certifications**





## Office of Pest Management Licenses

Office of Pest Management Licenses			
Phoenix Area			
Last Name	First Name	Applicator/Lic. No.	Expires
DI MARINO	RYAN ANTHONY	80516	5/31/2011
FLOREZ	YGNACIO	940130	5/31/2011
FUENTES	FRANCISCO	70102	5/31/2011
HERNANDEZ	CORNELIO	980690	5/31/2011
HERRING	JEFFREY GENE	990446	5/31/2011
MARTINEZ	ALEJANDRO	840375	5/31/2011
RAMIREZ	JOEL	980692	5/31/2011
SEXTON	DAVID LEE	960703	5/31/2011

Janice K. Brewer Governor	<b>STATE OF ARIZONA</b> <b>Office Of Pest Management</b> 9535 E. Doubletree Ranch Road Scottsdale, Arizona 85258-5514 (602) 255-3684 Phone; (602) 255-1281 fax <a href="http://www.ohp.state.az.us">http://www.ohp.state.az.us</a>	Ellis M. Jones Acting Director
<b>BUSINESS LICENSE</b>	<b>THE GROUNDSKEEPER</b> Business License number: 4243	Non-Transferable
<p>Has been licensed since 05/22/1998, and is authorized to provide pest management services in Arizona for the year 2010, as long as the business has a current and "valid" Active or Temporary Qualifying Party Licensee and the required financial responsibility, according to the Office Of Pest Management's laws and rules.</p> <p>This license must be renewed by December 1st of each year, and expires on December 31st of each year. For any inquiries regarding this license please visit the Office Of Pest Management's website at <a href="http://www.ohp.state.az.us">www.ohp.state.az.us</a> or contact the Office Of Pest Management.</p> <p>Printed: 11/07/2009 Printed By: MLEN</p> <p>© Copyright 2007 Office Of Pest Management. All Rights Reserved.</p>		

**WARRANTY NOTICE**

- PERMIT REGISTRATION OF LANDSCAPING AND IRRIGATION SYSTEMS (MCS 400-1-22 FROM 12/1/97 TO 1/1/99)
- PERMIT APPLICANT FOR ATOR 55 (MCS 400-1-22 FROM 12/1/97 TO 1/1/99)
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- PERMIT APPLICANT FOR ATOR 55 (MCS 400-1-22 FROM 12/1/97 TO 1/1/99)

Environmental Landscapes Inc  
 One Greenway  
 Phoenix, AZ 85004  
 Tucson, AZ 85733-3000

**THIS IS YOUR IDENTIFICATION CARD  
DO NOT DESTROY**

↓

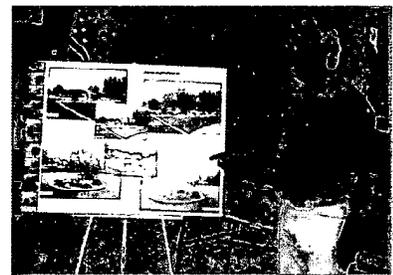
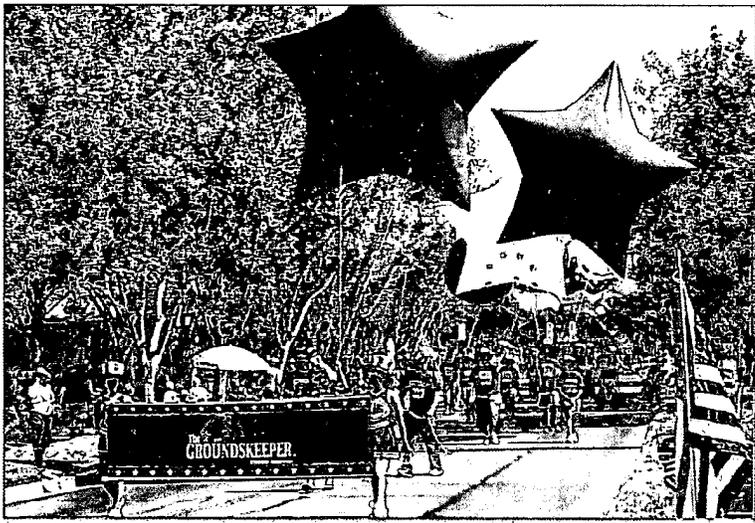
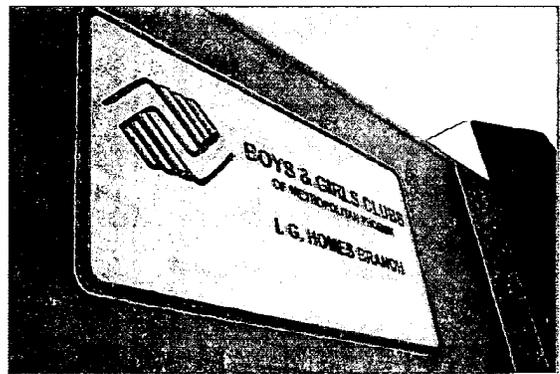
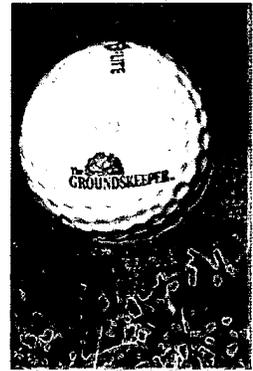
WILLIAM A. M...  
 STATE OF ARIZONA  
 Registrar of Contractors  
 Environmental Contractors Division  
 The Groundskeeper  
 74451 SAN ALDO  
 Landscaping and Irrigation Systems

Signature: *William A. M...*

## Community Involvement

### Recent Community Events Include:

- Sponsored a Golf Tournament to benefit the American Cancer Society
- Provided BBQ for residents
- Lot Cleanup Villages at Rancho El Dorado
- City of Peoria Library irrigation installation
- Boys & Girls complete landscape installation
- Sponsored and participated in annual community parade
- City of Peoria Arbor Day
- Resident Education Classes
- December social at Westbrook Village-served cup cakes
- December social at Solera HOA
- April 2011 BBQ for 1,000 at Villages at El Dorado





## References

Organization: **Arizona Department of Transportation**  
Address: 1600 W. Grand Ave.  
Phoenix AZ 85007  
Contact: Rudy Mora  
Telephone #: 602-340-8987  
Date of Contract Initiation: 5/06 to present  
Contract Name: Vegetation Management Services – Annually \$720,000  
Landscape Maintenance on valley Interstates (vegetation maintenance, weed control, irrigation repair trimming)

Organization: **City of Mesa**  
Address: 300 East Sixth Street  
Mesa, AZ  
Contact: Jonathon Arnold  
Telephone #: 480-644-4728  
Date of Contract Initiation: 11/04 to present  
Contract Name: Medians and Rights of Way – Annually up to \$280,000  
Landscape Maintenance and irrigation on public Rights of Way

Organization: **City of Peoria**  
Address: 9875 N. 85<sup>th</sup> Ave  
Peoria AZ 85345  
Contact: Erik Wilson  
Telephone #: 623-773-5245  
Date of Contract Initiation: 12/05 to present  
Contract Name: Water Well Sites and Rights of Way – Annually \$150,000  
Landscape & Irrigation maintenance on City wells, Facilities and ROW's.

Organization: **Town of Gilbert**  
Address: 525 N. Lindsay Rd.  
Gilbert, AZ 85242  
Contact: Dennis Sullivan  
Telephone #: 480-283-3710  
Date of Contract Initiation: 10/05 to present  
Contract Name: Heritage District – Annually \$70,000  
Landscape Maintenance & Irrigation in Downtown Gilbert, Park & Ride & Streetscapes

Organization: **City of Mesa**  
Address: 340 E. 6<sup>th</sup> Street  
Mesa, AZ 85211  
Contact: Don Porter  
Telephone #: 480-250-0629  
Date of Contract Initiation: 1/06 to present  
Contract Name: Facilities – Annually \$500,000  
Landscape & Irrigation maintenance on City owned building ie. Public Works, PD & Fire & Libraries

**REFERENCE LETTERS**



Date: February 10, 2011

To whom it may concern

I am pleased to recommend The Groundskeeper, Inc. to anyone seeking landscape maintenance service.

As the Contract Specialist for the City of Mesa's Facility Maintenance Department, I have worked closely with The Groundskeeper, Inc. for the past four years. They were recently awarded Facilities Maintenance's Landscape Maintenance Contract for the second consecutive period (three years plus a two year option). This contract is to provide landscape maintenance around the City's 80 plus buildings at an annual cost of approximately \$ 500,000.00.

Because of Groundskeeper's size they have no trouble providing enough man power and equipment to get the job done. They provide full time irrigation techs as well as certified spray techs and a certified arborist. They are capable of large tree removal as well as planting color. They are quick to respond to emergency work as evidenced by the storm that hit us last year when they worked into the night removing downed trees and branches that were creating a hazard.

Thank you  
Don Porter  
Facilities Maintenance Contract Specialist  
Phone: 480-644-3426  
Fax: 480-644-3213  
Email: don.porter@mesaaz.org



100 E Sixth St  
PO Box 1466  
Mesa, Arizona 85211-1466

2/11/2011

To whom it may concern,

The Groundskeeper has, over the last five years, had seven maintenance contracts with the City of Mesa's Transportation Department. These contracts have ranged in value from under \$20,000 to over \$280,000. The Groundskeeper organization has consistently demonstrated a high level of professionalism: they have been responsive to maintenance activity requests, very helpful in emergency situations such as storm events and performed well in their execution of overall contract requirements. I would recommend them as qualified and responsible landscape maintenance contractors.

Sincerely,

A handwritten signature in black ink that reads "Jonathan Arnold". The signature is written in a cursive style with a large initial "J" and "A".

Jonathan Arnold  
Lead Contract Specialist  
Transportation Department

www.husd.org



February 14, 2011

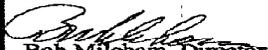
To Whom It May Concern:

This letter is a recommendation for 'The Groundskeeper'. Last summer Higley Unified School District (HUSD) outsourced our grounds and landscaping responsibilities for the entire district. Several companies submitted their proposal in response to our Request for Qualifications (RFQ). The review committee selected 'The Groundskeeper' to provide services for ten school sites and five additional facilities within HUSD.

HUSD is extremely satisfied with the work of 'The Groundskeeper'. 'The Groundskeeper' started just a few days prior to students returning for their first day of school. After ensuring our campuses were presentable for the first day of school they immediately started assessing what needed to be accomplished and prioritized their task list. They implemented a watering schedule that meets the needs of the vegetation and plants. They developed a schedule of trimming and pruning that not only enhances the appearance of our district, but accomplished what is needed for each particular plant or tree. As a result of their expertise and hard work the appearance of our district has improved significantly.

I highly recommend 'The Groundkeeper' as your choice for maintaining the grounds and vegetation of your organization. If you have any questions, please feel free to contact me at 480-279-7132.

Sincerely,

  
Bob Mileham, Director  
Maintenance and Operations

District Offices

480.279.7000  
480.279.7005 Fax

2935 S. Recker Road  
Gilbert, AZ 85297



**Banner Baywood**  
**Medical Center**  
**Heart Hospital**

April 8, 2009

To Whom It May Concern:

RE: The Groundskeeper

The Groundskeeper provides full service landscape services at Banner Baywood Medical Center, Heart Hospital. They maintain all landscape areas within our property including trees, shrubs, ground covers, flowers and turf. With The Groundskeeper, we have experienced an exceptional standard of service and quality. Their staff is very knowledgeable and responsive to our needs and they have proven to be a reliable and quality organization.

The crews perform with minimal inconvenience to our patients and significant impact to our landscape.

Communication with The Groundskeeper staff is open, accurate and directed at short-long term goals and objectives. We have enjoyed a pleasant relationship.

Please allow me to congratulate The Groundskeeper on their commitment to quality care and customer satisfaction.

Sincerely,

Raymond Rivera

Facilities Services Manager

Banner Baywood Medical Center

Banner Heart Hospital

(480) 321-4333



## **Closing Statement**

The Groundskeeper is committed to long-term relationships with our clients. We operate from our first discussions as if we are already engaged and hold clear understanding and expertise necessary to help you achieve your goals for the City.

Underlying everything we do within The Groundkeeper, our knowledge and experience is our clients' most rewarding benefit! We strive to provide the highest quality landscape service while ensuring timeliness, reliability, communication and above all immeasurable industry knowledge which allows our clients the trust and hold confidence of a job well done!

Upon evaluation by the landscape maintenance review committee, should you have questions please contact me.

**We look forward to building a long-term relationship together.**

**Paul Tripp, Regional Manager**

***Paul Tripp***

**The Groundskeeper  
Regional Manager**

620 N. Golden Key  
Gilbert, AZ 85233  
(480) 545-0456 Office  
(480) 545-0016 Fax  
(602) 376-8291 Cell  
[pault@groundskeeper.com](mailto:pault@groundskeeper.com)

