



ORIGINAL

City of Peoria, Arizona Notice of Request for Proposal



Request for Proposal No: **P06-0059** Proposal Due Date: **May 8, 2006**
 Materials and/or Services: **Landscape Maintenance** Proposal Time: **5:00 P.M. MST**
 Contact: **Kimberley Benedict**
 Project No: _____ Location: **City of Peoria, Materials Management** Phone: **(623) 773-7115**
 Mailing Address: **8314 West Cinnabar Avenue, 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.

Arizona Transaction (Sales) Privilege Tax License Number: _____

For clarification of this offer contact:

Name: **ED MACIAS**

Federal Employer Identification Number: _____

Telephone: **602 269 6922** Fax: **602 269 6243**

THE GROUNDSKEEPER
Company Name

[Signature]
Authorized Signature for Offer

3159 W. BUCKEYE RD
Address

ED MACIAS
Printed Name

PHOENIX AZ 85009
City State Zip Code

BRANCH 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: *[Signature]*
Mary Jo Kief, City Clerk

City of Peoria, Arizona. Effective Date: **June 8, 2006**

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

cc: **12C 060606**

Contract Number: **CON 05106**

Contract Awarded Date: **6-7-06**

Official File: _____

[Signature]
Terrence L. Ellis, City Manager





City of Peoria

8401 West Monroe Street, Peoria, Arizona 85345

June 13, 2006

The Groundskeeper
Ed Macias
3159 W. Buckeye Rd.
Phoenix, AZ 85009

RE: P060059, Landscapc Maintenance

Dear Mr. Macias:

Congratulations, you are the successful contractor for the requirements in the solicitation referenced above. Enclosed is your copy of the contract.

As per Contract Special Terms and Conditions a valid Certificate of Insurance (naming the City as additional insured), must be received by our office within 10 days.

If you have any questions regarding the contract, please contact the Materials Management Division at (623) 773-7115. Thank you for your interest in doing business with the City of Peoria.

Sincerely,

A handwritten signature in black ink that reads "Dan Zenko".

Dan Zenko, CPPB
Materials Management Supervisor

Enclosure

From: Sylvia Mitchell At: Brown & Brown Ins FaxID: To: Angelica Yguado

Date: 6/26/2006 01:32 PM Page: 2 of 3

ACORD CERTIFICATE OF LIABILITY INSURANCE		OP ID 2M GROUN-2	DATE (MM/DD/YYYY) 06/26/06
PRODUCER Brown & Brown Insurance of AZ 2800 N. Central Ave., #1600 P.O. Box 2800 Phoenix AZ 85002-2800 Phone: 602-277-6672	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.		
INSURED	INSURERS AFFORDING COVERAGE		NAIC #
The Groundskeeper Environmental Earthscapes dba PO Box 43820 Tucson AZ 85733	INSURER A: Westfield Insurance INSURER B: Great American INSURER C: INSURER D: INSURER E:		0584

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADDL INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	X	GENERAL LIABILITY				EACH OCCURRENCE \$ 1000000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Gen Agg - Per Loc GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO <input type="checkbox"/> LOC	CMM3447209	01/01/06	01/01/07	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 150000 MED EXP (Any one person) \$ 10000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS & COMP/OP AGG \$ 2000000
A		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$ 1000000
		<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CMM3447209	01/01/06	01/01/07	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
B		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE \$ 500000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 0	TUE4057237	01/01/06	01/01/07	AGGREGATE \$ 500000
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS \$ OTHER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A		OTHER				Install \$50,000 Deduct \$2500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

* Except for 10 days notice for non payment of premium
 Re: Various jobs of the insured
 City of Peoria is named as additional insured with respects General Liability per form CG2033 (07/04)

CERTIFICATE HOLDER CITYPEO City of Peoria 8401 W. Monroe Street Peoria AZ 85345	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30+ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Sandra Lynn Gernal</i>
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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

CC: LC
Amend No. _____

Date Prepared: May 17, 2006

Council Meeting Date: June 6, 2006

TO: Terry Ellis, City Manager
FROM: J. P. de la Montaigne, Community Services Director J.P.
PREPARED BY: Kirk Haines, Parks Manager K.H.
SUBJECT: Maintenance Contract with The Groundskeeper

RECOMMENDATION:

That the Mayor and City Council award a one (1) year term contract (P06-0059) with 4 additional 1 year extensions to The Groundskeeper in the amount of \$202,728 for annual landscape maintenance services at the City Hall campus, five fire stations, and various retention basins and drainage channels, and charge this expense to Parks South Grounds/Detention Repairs and Maintenance account 1000-1570- 524004 and Parks North Grounds/Detention Repairs and Maintenance account 1000-1560-524004.

SUMMARY:

Approximately five years ago, City Council approved a contract with The Groundskeeper for landscape maintenance services at the City Hall campus. Since that time, additional maintenance areas have been added to the list including the Public Safety Administration Building, the area around the modular offices, all maintenance improvement district retention basins, and some of the drainage channels throughout the City of Peoria. The contract with The Groundkeeper expired earlier this year. Therefore, the City advertised and re-bid the maintenance service contract.

More than fifteen proposals were distributed to various contractors. Two contractors attended the pre-bid conference and only one proposal was submitted. Staff members reviewed the proposal by The Groundkeeper and have determined it to be a good bid. Of the total contract amount, the City of Peoria will receive actual reimbursement expenses in the amount of \$62,820 for all costs to retention basins that are part of maintenance improvement districts.

By comparison, the following outlines The Groundskeeper's new bid to their previous bid:

CITY CLERK USE ONLY:

Consent Agenda
 Carry Over to Date: _____
 Approved
 Unfinished Business (Date heard previous: _____)
 New Business

ORD. # _____ RES. # _____
LCON# 05106 LIC. # _____
Action Date: _____

	<u>Previous</u>	<u>New</u>	<u>% change</u>
City Hall Campus	\$84,890	\$94,920	+11%
MID Retention Basins	\$57,198	\$62,820	+ 9%
Fire Stations	n/a	\$30,048	
Drainage Channels and Canals	\$16,760	\$14,940	-11%
TOTALS		\$202,728	

Over the past five years, The Groundskeeper has never increased their contract on an annual basis which could have happened for legitimate increases due to inflationary costs, gasoline increases, etc. Furthermore, The Groundkeeper has done exceptional work for Peoria over the past five years. Its reputation and customer service is outstanding. In 2004, it was recognized by the Arizona Landscape Contractor's Association for exceptional service at the Peoria Municipal Complex for professional excellence in landscape maintenance.

ATTACHMENTS: Contract

05/02/2006 TUE 14:18 FAX 6 737118 CITY OF PEORIA

001/001

	<h2>SOLICITATION AMENDMENT</h2>	Materials Management Procurement 8314 West Cinnabar Avenue Peoria, Arizona 85345-6560 Telephone: (623) 773-7115 Fax: (623) 773-7118
	Solicitation No: P06-0059 Description: Landscape Maintenance Amendment No: One (1) Solicitation Due Date: May 8, 2006 Solicitation Due Time: 5:00 P.M. Local Time	Buyer: Dan Zenko

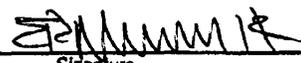
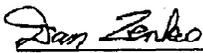
A signed copy of this Amendment shall be received by the City of Peoria, Materials Management no later than the Solicitation Due Date and Time.

The Landscape Maintenance Solicitation P06-0059 is hereby amended as follows:

- Page 25 of 48, paragraph 9.3.2, Turf and Non-Turf Areas, First Sentence.
Delete: Bi-annual and Insert Semi-annual
Delete: application and Insert chemicals
 New sentence to read as follows:

Semi-annual pre-emergent chemicals will be provided by the City or it's designee.
- For clarification pricing purposes, Page 22 of 49, 8.3, Location 3, Basins
 And
 Page 44 of 48, Price Sheet, Item 3, Location 3 - Basins:
The following Basins have turf area:
 BN021 Windrose/86th
 BN022 79th/Port au Prince
 BN025 Yucca/88th
 BN032 Jenan/76th

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

Vendor hereby acknowledges receipt and agreement with the amendment. <div style="display: flex; justify-content: space-between;"> <div style="border-bottom: 1px solid black; width: 80%; text-align: center;">  </div> <div style="border-bottom: 1px solid black; width: 15%; text-align: center;"> 5/8/06 </div> </div> <div style="display: flex; justify-content: space-between; font-size: small;"> Signature Date </div> <div style="border-bottom: 1px solid black; width: 80%; text-align: center; margin-top: 5px;"> ED MACIAS / BRANCH MWR </div> <div style="display: flex; justify-content: center; font-size: small; margin-bottom: 5px;"> Typed Name and Title </div> <div style="border-bottom: 1px solid black; width: 80%; text-align: center; margin-bottom: 5px;"> THE GROUNDSKEEPER </div> <div style="display: flex; justify-content: center; font-size: small; margin-bottom: 5px;"> Company Name </div> <div style="border-bottom: 1px solid black; width: 80%; text-align: center; margin-bottom: 5px;"> 3159 W. BUCKEYE RD </div> <div style="display: flex; justify-content: center; font-size: small; margin-bottom: 5px;"> Address </div> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="border-bottom: 1px solid black; width: 20%; text-align: center;"> PHOENIX </div> <div style="border-bottom: 1px solid black; width: 10%; text-align: center;"> AZ </div> <div style="border-bottom: 1px solid black; width: 20%; text-align: center;"> 85009 </div> </div> <div style="display: flex; justify-content: space-between; font-size: small;"> City State Zip </div>	The above referenced Solicitation Amendment is hereby Executed <div style="text-align: right; margin-bottom: 20px;"> May 2, 2006 </div> at Peoria, Arizona <div style="text-align: right; margin-top: 20px;">  Dan Zenko, CPPB Materials Management Supervisor </div>
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REQUEST FOR PROPOSAL

INSTRUCTIONS TO OFFEROR

**Materials Management
Procurement**
8314 West Cinnabar Avenue
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 on the cover page of 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**
8314 West Cinnabar Avenue
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 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.

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.



STANDARD TERMS AND CONDITIONS

Materials Management Procurement

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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. **ASSIGNMENT-DELEGATION:** No right or interest in this contract shall be assigned by Contractor without prior written permission of the City and no delegation of any duty of Contractor shall be made without prior written permission of 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



STANDARD TERMS AND CONDITIONS

Materials Management Procurement

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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; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; 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:

- 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.
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.



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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.
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.



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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.
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.



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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**.
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 sixty (60) 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 Definite Quantity
7. **Term of Contract:** The term of any resultant contract shall commence on 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. **Price Adjustment:** The City of Peoria, Materials Management Division will review fully documented requests for price increases after the contract has been in effect for 365 days. The requested price increase must be based upon a cost increase that was clearly unpredictable at the time of the offer and can be shown to directly effect the price of the item concerned. The City of Peoria, Materials Management Division will determine whether the requested price increase, or an alternative option, is in the best interest of the City. The contractor shall likewise offer any published price reduction to the City concurrent with its announcement to other customers. Advanced 30 day written notification by the contractor is required for any price changes. All price adjustments will be effective on the first day of the month following approval or acceptance by the City of Peoria, Materials Management Division.
10. **Price Reduction:** A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice.
11. **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.



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12. **Pre-Proposal Conference:** A conference will be held at the Municipal Office Complex, Materials Management Division:

ADDRESS: 8314 W. Cinnabar Street
Peoria, Arizona 85345
Maricopa Room

DATE: May 1, 2006

TIME: 2:00 p.m., MST

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 the appropriate action necessary, if any, and issue a written amendment to the Request For Proposal. Oral statements or instructions shall not constitute an amendment to this Request For Proposal.

13. **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. All submittal information must contain data for only the local office(s) which will be performing the work. The proposals should be submitted in the maximum length requirements as specified:
- a. Proposal Content - the following items shall be addressed in the technical proposal submission.
 - i. Understanding and Plan and Method of approach to accomplish the Scope of Work – Complete Questionnaire Page 36, attach additional pages if required.
 - ii. Firm's Experience/Projects – Complete Questionnaire Page 37, attach additional pages if required.
 - iii. Staff Assignments and Experience – Complete Questionnaire Pages 38 through 43, attach additional pages if required.
 - iv. Fee Schedule – Complete Price Sheet Pages 44-46.
 - v. References from Similar Projects completed within the last five (5) years – Complete Questionnaire Page 47.
 - vi. Additional Data Support - detailed resumes, etc. Information and support data shall only be for the local office(s) performing the services. (Data should *not* be mostly a continuation of data called for in items above).
14. **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.
15. **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 Experience/Projects.
 - b. Cost Considerations.
 - c. Staff's Capabilities and Assignments.
 - d. Project Understanding and Project Approach.
 - e. Conformance to Request for Technical Proposals.



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16. **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.
17. **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.
18. **Delivery:** Delivery shall be made within fourteen (14) days of receipt of a purchase order.
19. **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.
20. **Non-Exclusive Contract:** Any contract resulting from this Solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Peoria. The City reserves the right to obtain like goods or services from another source when necessary. Off-Contract Purchase Authorization may only be approved by the City Materials Manager. Approval shall be at the discretion of the City Materials Manager and shall be conclusive, however, approval shall be granted only after a proper review and when deemed to be appropriate. Off-contract procurement shall be consistent with the City Procurement Code.
21. **Performance Warranty:** Contractor warrants that the services rendered in performance will conform to the requirements and to the highest professional standards in their field.
22. **Permits and Approvals:** Contractor agrees and undertakes to obtain necessary permits and approvals from all local, state and federal authorities for the project.
23. **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.
24. **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.
25. **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.
26. **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.
27. **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.
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.



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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/or 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. 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 00011093 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 20101185, 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.



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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 00011293, 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.

d. Professional Liability

The Contractor retained by the City to provide the work or service required by this Contract will maintain Professional Liability insurance covering acts, errors, mistakes and omissions arising out of the work or services performed by the Contractor, or any person employed by the Contractor, with a limit of not less than \$1,000,000 each claim.

30. **Certificates of Insurance:** Prior to commencing work or services under this Contract, Contractor shall furnish the City with Certificates of Insurance, or 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.

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.



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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. **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.



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d. If the Materials Supervisor determines to disclose the information, the Materials Supervisor shall inform the bidder in writing of such determination.

35. **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.

36. **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.

37. **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 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.

38. **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.

39. **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.

40. **Safety Standards:** All items supplied on this contract shall comply with the current applicable Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code, and the National Fire Protection Association Standards.

41. **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.

42. **Contract Termination:** Any contract entered into as a result of this Solicitation is for the convenience of the City and as such, may be terminated without default by the City by providing a written thirty (30) day notice of termination.



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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 other remedies as provided by law.

45. **Contract Default:** The City, by written notice of default to the contractor, may terminate the whole or any part of this contract in any one of the following circumstances:

- a. If the contractor fails to make delivery of the supplies or to perform the services within the time specified; or
- b. If the contractor fails to perform any of the other provisions of this contract; and fails to remedy the situation within a period of ten (10) days after receipt of notice.

In the event the City terminates this contract in whole or part, the City may procure supplies or services similar to those terminated, and the contractor shall be liable to the City for any excess costs for such similar supplies or services.



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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 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 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.

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.



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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:

- A. Location One – Daily
- B. Location Two – Monthly
- C. Location Three – Monthly, with turf area maintenance and trash collection weekly.
- D. Location Four – Quarterly

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.



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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) 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 conductor 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.



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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
Emergency Response Work	1 Hour response; Complete ASAP
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 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.



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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.

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 85th Avenue on the west, 83rd Avenue on the east, Monroe Avenue to the north and Mountain View Road to the South. This area excludes the undeveloped lot at the southwest corner of 85th Avenue and Mountain View Road. This area encompasses the City Hall building, Council Chambers, Library, Information Technology, Court building, City Hall Annex (temporary modular buildings and trailers) and the Public Safety Administration Building.

8.2 Location Two

Fire Stations - The maintenance boundary shall include all the surrounding grounds of the buildings and structures located at the following addresses:

Identifier	Area (Sq Ft)	Maint Area	Primary Street	Cross Street 1	Cross Street 2
FS191	104713	SOUTH	PEORIA AVE	80TH AVE	81ST AVE
FS192	29348	NORTH	89TH AVE	BLUEFIELD AVE	UNION HILLS DRIVE
FS193	29958	SOUTH	EMILE ZOLA AVE	83RD AVE	84TH AVENUE
FS194	25429	SOUTH	OLIVE AVE	99TH AVE	NEW RIVER BRIDGE
FS195	56191	NORTH	LAKE PLEASANT RD	JESSIE LN	PINNACLE PEAK RD



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8.3 Location Three

Basins.

Identifier	Area (Sq Ft)	Maint Area	Primary Street	Cross Street 1	Cross Street 2
BN001	24791	NORTH	85TH LANE	GROVERS AVENUE	ATHENS STREET
BN018	18362	SOUTH	85TH AVENUE	WETHERSFIELD ROAD	CHARTER OAK ROAD
BN019	21554	SOUTH	BLOOMFIELD RD	83RD DRIVE	84TH DRIVE
BN021	62111	SOUTH	WINDROSE DRIVE	86TH DRIVE	87TH AVENUE
BN022	110685	SOUTH	79TH AVENUE	78TH AVENUE	PORT AU PRINCE LANE
BN024	35936	SOUTH	NORTHERN AVE	108TH DRIVE	109TH AVENUE
BN025	112231	SOUTH	YUCCA STREET	88TH DRIVE	89TH DRIVE
BN029	46385	SOUTH	77TH AVENUE	MOUNTAIN VIEW ROAD	TURQUOISE AVENUE
BN032	25442	SOUTH	76TH AVENUE	JENAN DRIVE	SUNNYSIDE DRIVE
BN035	48226	SOUTH	75TH AVENUE	EVA STREET	SANNA STREET

8.4 Location Four

Drainage Channels and Drainage Ditches

Identifier	Area (Sq Ft)	Maint Area	Primary Street	Cross Street 1	Cross Street 2	Type
DC001	140773	NORTH	BEARDSLEY RD	99TH AVE	107TH AVE	CHAN
DC002	284187	NORTH	CARIBBEAN LN	85TH AVE	91ST AVE	CHAN
DC003	45082	SOUTH	LAWRENCE LN	112TH AVE	114TH AVE	CHAN
DC004	232109	NORTH	91ST AVE	GREENWAY RD	BELL RD	CHAN
DT001	2584	SOUTH	104TH AVE	RUTH AVE	ALICE AVE	DRAIN
DT002	2142	SOUTH	104TH AVE	BUTLER DR	ORCHID LN	DRAIN
DT003	933	SOUTH	ECHO LN	104TH AVE	104TH DR	DRAIN
DT004	1181	SOUTH	LAURIE LN	104TH DR	105TH AVE	DRAIN
DT005	793	SOUTH	LAURIE LN	104TH DR	105TH AVE	DRAIN
DT006	1067	SOUTH	LAURIE LN	105TH AVE	105TH DR	DRAIN
DT007	1149	SOUTH	LAURIE LN	105TH DR	105TH LN	DRAIN
DT008	1295	SOUTH	MESCAL ST	93RD AVE	93RD AVE	DRAIN
DT009	791	SOUTH	93RD AVE	YUCCA ST	CHOLLA ST	DRAIN
DT010	791	SOUTH	93RD AVE	CHOLLA ST	HOLLYWOOD AVE	DRAIN
DT011	1023	SOUTH	79TH AVE	BECKER LN	PEORIA AVE	DRAIN
DT012	1890	SOUTH	79TH AVE	JENAN DR	KIRBY ST	DRAIN
DT013	1493	SOUTH	94TH AVE	CARON DR	SANNA ST	DRAIN
DT014	2450	SOUTH	89TH DR	ANTHONY JOSEPH LN	CHRISTOPHER MICHAEL LN	DRAIN
DT015	2876	SOUTH	89TH AVE	CHRISTOPHER MICHAEL LN	GREER AVE	DRAIN
DT016	1472	SOUTH	77TH DR	PORT AU PRINCE LN	ACAPULCO LN	DRAIN
DT017	1198	SOUTH	DIANA AVE	ORCHID LN	112TH AVE	DRAIN
DT018	1090	SOUTH	71ST AVE	PEORIA AVE	LEITH LN	DRAIN
DT101	2262	NORTH	83RD AVE	FULLAM ST	VILLA RITA DR	DRAIN
DT102	2617	NORTH	83RD DR	MORNINGSIDE DR	84TH AVE	DRAIN
DT103	19769	NORTH	83RD AVE	83RD DR	84TH LN	DRAIN
DT104	2965	NORTH	83RD DR	VILLAGE DR	COOLBROOK AVE	DRAIN
DT105	2741	NORTH	83RD DR	TROT ST	BLUEFIELD AVE	DRAIN
DT999	1568	SOUTH	CHERRY HILLS DR	68TH DR	68TH LN	DRAIN



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9.0 DESCRIPTION OF WORK – All Locations

9.1 Cleaning

9.1.1 Trash Collection and Cleaning of Grounds Areas:

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 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 for Both Grounds and Retention Basins:

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.



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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 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 with a bladed lawn edger. 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 Structural Pest Control Commission's 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 to be utilized, a licensed subcontractor may be used. 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.).

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.



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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 Structural Pest Control Commission's 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.

9.3.2 Turf and Non-Turf Areas:

Bi-annual pre-emergent application will be provided by the City or its designee. 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. 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 Structural Pest Control Commission's 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.



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The Contractor is responsible for monitoring the contract area for potential pest infestations including, but not limited to, ants, rodents, 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 Structural Pest Control Commission's 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.

10.0 DESCRIPTION OF WORK –Locations One, Two and Three

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.



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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;
- 2) Sprinklers operating after 6:00 a.m. must be approved by the City;
- 3) Adjustment 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.



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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 Sprinkler Technicians that will work on the City of Peoria's sprinkler maintenance contract. This certification will be accomplish by a "hand-on" situational exercise conducted by the City of Peoria. The Contractor may certify as many individuals as desired to successfully perform the contract requirements, however, each zone must have at least one Sprinkler Technician designated full time to each zone. Failure to successfully certify Sprinkler Technicians with the City will be grounds for termination of the Landscape Maintenance Contract in its entirety.

The situation exercise will consist of 18 tasks directly related to establishing and maintaining a properly functioning sprinkler system. The 18 tasks consist of:

- 1) Repair a main line.
- 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.



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- 8) Program an irritrol MC plus controller.
- 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.

Each task will be rated "pass/did not pass" by an authorization City employee. To achieve certification the applicant must receive a passing rating on 15 or more tasks.

10.1.4 Sprinkler Maintenance:

To be eligible to work on the City's irrigation system, the Contractor is required to employ the necessary qualified sprinkler personnel with the knowledge and equipment to diagnose, repair and maintain all watering systems within the contract boundaries.

The Contractor is required to employ the necessary qualified sprinkler personnel with the knowledge and equipment to diagnose, repair and maintain all watering systems within the contract boundaries. The Contractor shall maintain a reasonable city issued 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. These parts shall be used only to repair areas within the Contract limits. The City reserves the right to retain the inventory and issue parts to the Contractor on an as needed basis.

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 Parks Maintenance Shop service yard at the designated hours. No purchases shall be made by the Contractor. The Contractor shall fill out a parts order form for each request listing:

- 1) The area part(s) will be used;
- 2) Description of part(s) needed;
- 3) Date needed; and
- 4) Repair person.



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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 according to the definition for "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 Parks Maintenance Shop for repairs and reinstalling the control clock with the station wires in the original order, as found.

If the Controller repairs encountered will take more than two working days to correct, a temporary controller, supplied by the City, will be installed by the Contractor at no additional charge until the permanent controller can be repaired.

The Contractor shall return all sprinkler parts, control valves and valve parts that have been replaced, to the City's Parks Maintenance Shop's service yard every week on Friday morning. 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 adjust 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 furnish all fertilizer.

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 to the Contractor by the City. The Contractor shall supply all labor and equipment necessary to apply the material correctly.



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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

These are only tentative dates which will be determined by actual need and/or availability of funds. The Contractor shall be responsible for coordinating fertilizer applications with the flood irrigation schedule for areas that receive flood irrigation.

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.

10.2.1 Application Accountability:

The Contractor shall be allocated sufficient fertilizer to treat a given retention basin. This fertilizer may not be used for any other reason or on any other location outside the park system. The Contractor shall return all empty fertilizer bags (in maximum bundles of ten (10) to the Right-of-Way Maintenance Shop. The bundles shall be labeled with the area used in and date fertilized. All unused fertilizer bags will be returned to the Right-of-Way Maintenance Shop service yard for redistribution.

The City will conduct spot inspections on the Contractor's equipment and application method to assure material is being distributed and applied at the given rates.

10.3 Turf Areas: (Exclude Location Two from this Section)

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.



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The contractor shall be responsible for chemical control around designated trees within the turf area. The areas to be chemically controlled shall be no larger than 10" in any direction and not less than 12" from the base of the tree.

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.

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.



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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 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, as stated in Section 16.6, 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).



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

11.0 DESCRIPTION OF WORK –Locations One and Two

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.

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 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.

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.

11.2.3 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 and the Public Safety Administration Buildings. The City reserves the right to delegate priority areas due to high use or programmed events.



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13.0 PROPOSAL FORMAT

Proposals shall be provided in the form and format as shown in Paragraph 13., Page 9.

14.0 EVALUATION

Awards shall be made based upon the evaluation criteria listed in Paragraph 15., Page 9.

15.0 CONTACT INFORMATION

All questions regarding the proposal should be directed to:

Kimberley Benedict, CPPB
Buyer
(623) 773-7531
kimberlb@peoriaaz.com



QUESTIONNAIRE

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Project Understanding and Method of Approach (attach additional pages if required):



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Firm's Experience with Similar Projects (attach additional pages if required):



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Staff Assignments and Experience (attach additional pages if required):

City Of Peoria Solicitation Number: PO6-0059

Project Understanding and Method of Approach (page 36 of 48):

The Groundskeeper has a working understanding of the current solicitation. For the last five and half years The Groundskeeper has maintained the City of Peoria Municipal Complex, the basins, and the drainage canals. At one time in this contract city parks were part of the existing solicitation. The addition of the Fire Stations and the Drainage ditches would not pose any additional routing stress.

We would provide continuity with the existing City of Peoria contacts, Erik Wilson and Eugene Krause. Our current contract is very similar in scope and expectations.

We anticipate staffing the Municipal Complex with on-site personnel. A minimum of two individuals during the growing season and one to two individuals during the off season would be staffed daily Monday-Friday. A designated crew would attend to the basins, fire stations, and drainage canals and ditches. Supplemental staffing would assist with pre and post emergent weed control and major irrigation repairs. All spraying would be done by Structural Pest Certified applicators and any irrigation repairs would be done by certified irrigators per the City of Peoria testing requirements. As it currently stands if the contract is awarded to The Groundskeeper there would be a continuation of the current staffing of Supervisor, crew leader and crew members.

Firm's Experience with Similar Projects (page 37 of 48):

Currently The Groundskeeper has similar contracts with the Cities of Scottsdale, Mesa, Chandler, Gilbert, Phoenix, Tucson and Peoria, as well as ADOT freeway. These contracts include right of ways, basins, parks, facilities, water treatment facilities, water well sites. We have been involved with these types of contracts for over twenty years. Other duties have included arbor care, plant and tree installation, design build projects. The Groundskeeper management staff was invited to be part of the interview hiring process for The City of Peoria during one of the hiring for a parks and facilities supervisor. The Groundskeeper has 30 years experience in the commercial landscape industry and is one of the leaders in the industry.

Staff Assignments and Experience (page 38 of 48):

Management

Ed Macias – Buckeye Branch Manager, 14 years with The Groundskeeper
Alejandro Martinez – Buckeye Branch Supervisor, 2 years with The Groundskeeper
Rodney Robbins – Buckeye Branch Mechanic – 16 years with The Groundskeeper
Angelica Yguado – Office Manager, 3 years with The Groundskeeper
Maria Ellis – Contract Administrator, 2 years with The Groundskeeper
Laura Sedivy – Landscape Sales Consultant, 2 years with The Groundskeeper

Staff Assignments and Experience (page 38 of 48): cont.

Spray Technicians

Alex Martinez – SPCC Qualifying Party #1393 / SPCC licensed #840375

Ronnie Benavidez - SPCC License #990392

Tree Division

Doug Duport – Certified Arborist, ISA cert# WC-5760

Alfred Burt – Certified Arborist, ISA cert #WE5769

Existing Crew Leaders and Crew members currently maintaining City of Peoria Municipal Complex, basins, and drainage canals.

Luis Pena – Sergio Dias, (additional person/people would be added when new contract goes into effect and seasonal requirements.

Martin Rios – Eric Dominguez



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Please provide the following information (or attach a list in the same format):

1. Equipment and Facilities

A. Please write the location of your yard and repair facility

3159 W. BUCKEYE RD.
PHOENIX, AZ 85009

B. Complete the following list of presently owned or leased equipment that would be used on this contract.

<u>Quantity</u>	<u>Year</u>	<u>Make/Model</u>	<u>Description</u>
2	1990-2000	3/4 CHEV, FORD	DOOHIE WORK TRUCK
2			LANDSCAPE TYPE GARDEN MAINTENANCE
1	1999	ISUZU FLAT BED	SPRAY RINSE
1	2001	3/4 T DOOHIE	IRRIGATION VEHICLE W/ PIPE RACKS & BOXES
1	2000	1/2 T FORD	SUPERVISOR VEHICLE

C. If your company is successful in securing the contract based on this proposal, list the additional equipment you would purchase or lease to execute the contract.

<u>Quantity</u>	<u>Year</u>	<u>Make/Model</u>	<u>Description</u>	<u>Approximate Cost</u>
			THE GROUNDSKEEPER BUCKEYE BRANCH CURRENTLY HOUSE	
			55 WORKING VEHICLES, APPROXIMATELY 125 PERSONNEL,	
			OUR REGIONAL TREE DEPARTMENT, WE CURRENTLY	
			HAVE THE EQUIPMENT TO PROCEED WITH THE JOBS	
			AND THE AVAILABILITY TO PURCHASE ANY ADDITIONAL	
			EQUIPMENT	



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2. Subcontractors:

List subcontractors (including pest control, arborist, and others if applicable) that will participate in carrying out the obligations of any resulting contract. It is recognized that additional subcontractors may be required at a later date. A copy of pest control or other applicable licenses must be attached.

<u>License Contractor</u>	<u>Type/No</u>	<u>Contact</u>	<u>Phone</u>

3. Contractor currently possesses the following business, contracting, and pest control licenses or permits: (Note: Arizona Registrar of Contractors Type A-21 Landscaping & Irrigation Systems is required as a minimum. Attach a copy of each license).

<u>Contractor's License Description</u>	<u>Lic. No.</u>	<u>Exp. Date</u>
LANDSCAPE & IRRIGATION	200074451 A-21	8/2006
LANDSCAPE & IRRIGATION	200054223 C-21	3/2007

<u>Structural Pest Control Board Qualifying Party</u>	<u>Lic. No.</u>	<u>Exp. Date</u>
ALEJANDRO MARTINEZ	1393	12/31/06



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4. Pest Control Certified Applicator Information: (Attach copies of the front and back of each certificate)

<u>Applicator's Name</u>	<u>Cert. No.</u>	<u>Exp. Date</u>
RONALD BENVEDER	# 990392	5/07
TRACEY RICHES	# 050843	5/07

5. Certified Arborist and Tree Worker Information: (Attach copies of each certification card)

<u>Applicator's Name</u>	<u>Cert. No.</u>	<u>Exp. Date</u>
DOUG DUPORE	WC - 5760	
ALFRED BURT	WE - 5769	

6. Other Specialized Certification: (Attach copy of each certification card)

<u>Applicator's Name</u>	<u>Cert. No.</u>	<u>Exp. Date</u>
ANTHONY MOYA	03-00990	12/31/08
- BACKFLOW PREVENTION ASSEMBLY TESTER		

7. List the names and qualifications of individuals that your company plans to submit to be certified with the City as Sprinkler Technicians.

Name: ANTHONY MOYA

Background and experience in sprinkler systems:

- 15 YRS. AS IRRIGATION TECHNICIAN
- MAXICOM CERTIFIED PAST SEVEN (7) YEARS
- CERTIFIED BACKFLOW TESTER



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Name: PASCACIO SALINAS

Background and experience in sprinkler systems:

- 13 YEARS IRRIGATION EXPERIENCE
- LEAD IRRIGATION FOR OCONTO MASTER PLANNED COMMUNITY

Name: _____

Background and experience in sprinkler systems:

8. Briefly describe how many crews, their size, and responsibilities would be utilized on this contract.

- ONE (1) - TWO MAN CREW ON-SITE MON-FRIDAY AT THE MUNICIPAL COMPLEX
- ONE (1) TWO-THREE MAN CREW TO SERVICE BASINS, FIRE STATIONS, CHANNELS & DITCHES.
- SUPPLEMENTAL STAFFING TO INCLUDE:
 - CERTIFIED SPRAY APPLICATION
 - CERTIFIED IRRIGATION TECHNICIAN
 - CERTIFIED TREE ARBORIST



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9. How many employees would be new hires?

OUR CURRENT CONTRACT WITH THE CITY OF PEORIA WOULD ALLOW US TO START WITH OUR EXISTING CREWS.

10. List any other information which may be helpful in determining your qualifications for this contract:

THE GROUNDSKEEPER CURRENTLY HAS A WORKING PARTNERSHIP WITH THE CITY OF PEORIA. WE HAVE UTILIZED A COMPLETE LANDSCAPE MANAGEMENT APPROACH THAT HAS INCLUDED MAINTENANCE, IMPROVEMENTS, CONSTRUCTION, ARBOR CARE, DESIGN BUILT PROJECTS AND HAVE BEEN ABLE TO WORK HAND IN HAND WITH ANY REQUESTS THAT HAVE BEEN MADE OF THE GROUNDSKEEPER. WE CURRENTLY HAVE SIMILAR CONTRACTS WITH THE MUNICIPALITIES OF MESA, CHANDLER, PHOENIX, SCOTTSDALE AND HAVE WORK IN SIMILAR CONTRACTS WITH TEMPE AND GLENDALE. WE LOOK FORWARD TO CONTINUING OUR RELATIONSHIP WITH THE CITY OF PEORIA.



PRICE SHEET

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Company Name:

Item	Description of material and/or services	Quantity	Unit	Unit Price	Extended Price
1.	Location One – Municipal Office Complex Per Page 21, Paragraph 8.1	12	Month	\$ <u>7910</u>	\$ <u>94,920</u>
2.	Location Two – Fire Stations				
	Fire Station 191 – 104,713 sq. ft.	12	Month	\$ <u>798</u>	\$ <u>9576</u>
	Fire Station 192 – 29,348 sq. ft.	12	Month	\$ <u>397</u>	\$ <u>4764</u>
	Fire Station 193 – 29,958 sq. ft.	12	Month	\$ <u>364</u>	\$ <u>4368</u>
	Fire Station 194 – 25,429 sq. ft.	12	Month	\$ <u>288</u>	\$ <u>3456</u>
	Fire Station 195 – 56,191 sq. ft.	12	Month	\$ <u>657</u>	\$ <u>7884</u>
3.	Location Three - Basins				
	Basin Number 001 – 24,791 sq. ft.	12	Month	\$ <u>324</u>	\$ <u>3888</u>
	Basin Number 018 – 18,362 sq. ft.	12	Month	\$ <u>239</u>	\$ <u>2868</u>
	Basin Number 019 – 21,554 sq. ft.	12	Month	\$ <u>247</u>	\$ <u>2964</u>
	Basin Number 021 – 62,111 sq. ft.	12	Month	\$ <u>684</u>	\$ <u>8208</u>
	Basin Number 022 – 110,685 sq. ft.	12	Month	\$ <u>948</u>	\$ <u>11376</u>
	Basin Number 024 – 35,936 sq. ft.	12	Month	\$ <u>370</u>	\$ <u>4440</u>
	Basin Number 025 – 112,231 sq. ft.	12	Month	\$ <u>1153</u>	\$ <u>13836</u>
	Basin Number 029 – 46,385 sq. ft.	12	Month	\$ <u>441</u>	\$ <u>5292</u>
	Basin Number 032 – 25,442 sq. ft.	12	Month	\$ <u>356</u>	\$ <u>4272</u>
	Basin Number 035 – 48,226 sq. ft.	12	Month	\$ <u>473</u>	\$ <u>5676</u>
4.	Location Four – Drainage Channels & Drainage Ditches Per Page 22, Paragraph 8.4 – 760,291 Total sq. ft.	12	Month	\$ <u>1245</u>	\$ <u>14,940</u>
Total Annual Fee:					\$ <u>202,724</u>

NOTE 1: The contractor shall familiarize himself regarding the type and quantity of landscape contained within each location. The contractor is solely responsible for any disposal fees (dumping charges), including fees for disposal of debris accumulated from extra work or emergency response work. The disposal must be at an authorized landfill.

NOTE 2: The City may add additional areas throughout this contract using a written contract amendment. Pricing for all additions shall be comparable to pricing for areas shown above.



PRICE SHEET

Solicitation Number: P06-0059

Materials Management

Procurement

8314 West Cinnabar Avenue

Peoria, Arizona 85345-6560

Phone: (623) 773-7115

Fax: (623) 773-7118

Company Name:

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)

Labor Charges (Itemized per Hour)	Hourly Rate
a) Skilled Labor	\$ <u>25</u>
b) General Labor	\$ <u>20</u>
c) Sprinkler Technician	\$ <u>48</u>
d) Certified Arborist	\$ <u>55</u>
e) Certified Tree Worker	\$ <u>65</u>
f) Power Wash Concrete Areas	\$ <u>35</u>
g) Pest Control (Rodents & Insects)	\$ <u>N/A</u>
h) Weed Control -- non-turf areas	\$ <u>50</u>
i) Landscape Tractor w/Operator	\$ <u>75</u>
j) Bushhog Mowing	\$ <u>75</u>
k) Backhoe with Operator	\$ <u>125</u>
l) Ramada Washing	\$ <u>35</u>
m) Bobcat with Operator	\$ <u>75</u>
n) Dump Truck with Operator	\$ <u>75</u>



PRICE SHEET

Solicitation Number: P06-0059

Materials Management
Procurement
8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Company Name:

Continued Labor Charges (Itemized per Hour)	<u>Hourly Rate</u>
o) Vacuuming (per Acre)	\$ <u>75</u>
p) Weed Control (Turf Area per Acre)	\$ <u>300</u>
q) Aerification w/Tractor and Operator (per Acre)	\$ <u>300</u>
r) Vegetation Maintenance	\$ <u>20</u>
s) Riding Mower, Small	\$ <u>60</u>
t) Riding Mower, Large	\$ <u>75</u>
u) Hand Watering	\$ <u>20</u>
v) Hand Mowing, Trimming	\$ <u>25</u>



QUESTIONNAIRE

Solicitation Number: P06-0059

Materials Management
Procurement
8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

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

1. Company: CITY OF PEORIA
Contact: ERIK WILSON / EUGENE KRAUS
Address: 8401 W. MONROE ST.
PEORIA, AZ 85345
Phone: 623-773-7491 / 623-773-7472

2. Company: CITY OF GLENDALE
Contact: ROBERT RHODES
Address: 6210 W. MYRTLE AVE., STE 111
GLENDALE, AZ 85310-1700
Phone: 602-469-7946 / 623-930-2653

3. Company: CITY OF SCOTTSDALE
Contact: BILL STURGILL
Address: 7340 SCOTTSDALE MALL
SCOTTSDALE, AZ 85251
Phone: 480-312-4410 / 602-689-1079



QUESTIONNAIRE

Solicitation Number: P06-0059

Materials Management
Procurement
8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

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

1. Company: THE ARIZONA CENTER
Contact: JOHN AUGUSTYN - OPERATIONS MANAGER
Address: 455 N. 3RD STREET
PHOENIX, AZ
Phone: 602-271-4000 x 704
2. Company: CITY OF MESA
Contact: BEN DURAME
Address: _____
Phone: 480-644-4997
3. Company: CITY OF PHOENIX
Contact: BERTIN MORALES
Address: 5204 E. THOMAS RD.
PHOENIX, AZ
Phone: 602-495-5592



QUESTIONNAIRE

Solicitation Number: P06-0059

Materials Management
Procurement
8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

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.

THE GROUNDSKEEPER

License Number **4243**

Has been duly licensed and is hereby authorized to engage in the business of Structural Pest Control within the State of Arizona for 2006.

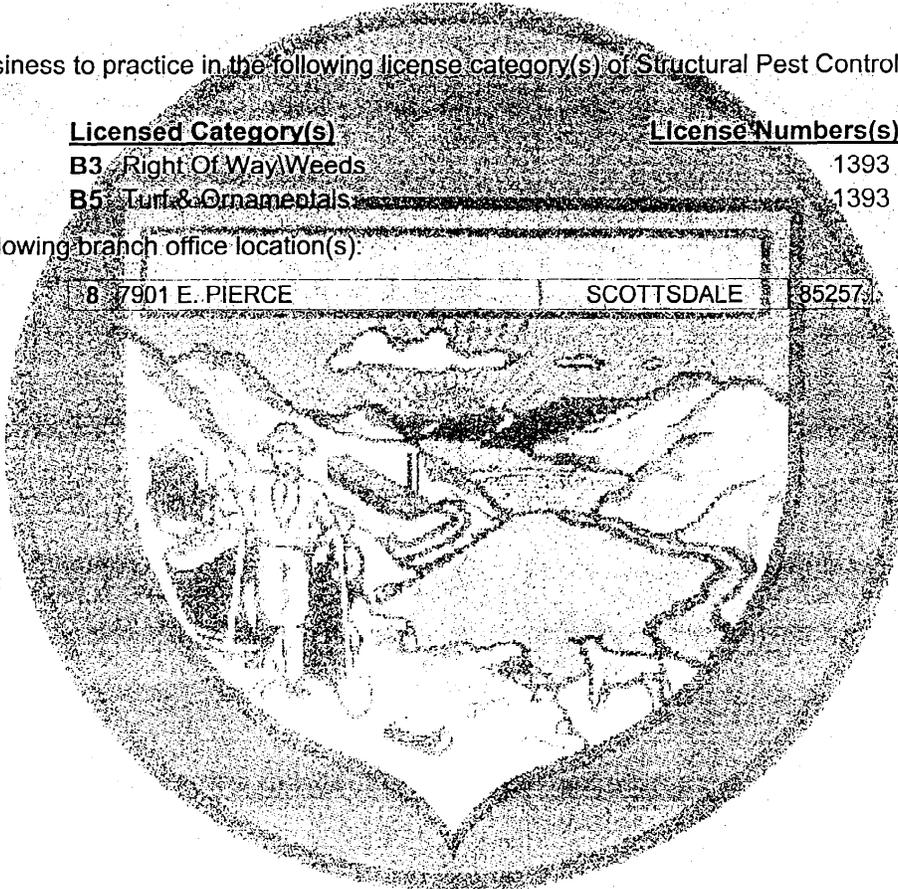
<u>Qualifying Party Name(s)</u>	<u>Qualifying Party License Number(s)</u>
ALEJANDRO MARTINEZ	1393

Hereby qualify the business to practice in the following license category(s) of Structural Pest Control within the State of Arizona.

<u>Licensed Category(s)</u>	<u>License Numbers(s)</u>
B3 Right Of Way/Weeds	1393
B5 Turf & Ornamentals	1393

Has registered the following branch office location(s):

87901 E. PIERCE	SCOTTSDALE	85257
-----------------	------------	-------



This license must be renewed by December 1 of each year, and shall expire on December 31 of each year. For any inquiries regarding this license please visit the Structural Pest Control Commission website at www.sb.state.az.us or contact the Structural Pest Control Commission.

Janet Napolitano
Governor

STATE OF ARIZONA
Structural Pest Control Commission
9535 E Doubletree Ranch Road Scottsdale, AZ 85258-5514
(602) 255-3664 (602) 255-1281 fax
www.sb.state.az.us

Lisa Gervase
Executive Director

THE GROUNDSKEEPER

License Number: **4243**

Has been duly licensed and is hereby authorized to engage in the business of Structural Pest Control within the State of Arizona for 2005.

Qualifying Party Name(s)

ALEJANDRO MARTINEZ

**Qualifying Party
License Number(s)**

1393

Hereby qualify the business to practice in the following license category(s) of Structural Pest Control within the State of Arizona.

Licensed Category(s)

B3 Right Of Way/Weeds

B5 Turf & Ornamentals

License Numbers(s)

1393

1393

Has registered the following branch office location(s):

12	620 GOLDEN KEY STREET	GILBERT	85233
7	3159 W. BUCKEYE	PHOENIX	85009
8	7901 E. PIERCE	SCOTTSDALE	85257
3	4315 N. PLUM	TUCSON	85705
10	5075 S. SWAN ROAD	TUCSON	85706

This license must be renewed by December 1 of each year, and shall expire on December 31 of each year. For any inquiries regarding this license please visit the Structural Pest Control Commission website at www.sb.state.az.us or contact the Structural Pest Control Commission.

Printed: 11/15/2004
By: ROBERT

THIS IS YOUR IDENTIFICATION CARD
DO NOT DESTROY

CORP



LICENSE EFFECTIVE THROUGH: AUG 2006
STATE OF ARIZONA
Register of Contractors CERTIFIES THAT
THE GROUNDSKEEPER

CONTRACTORS LICENSE NO. ROC074451 CLASS A-21
LANDSCAPING & IRRIGATION SYSTEMS
MS
COMMERCIAL ONLY

THIS CARD MUST BE
PRESENTED UPON DEMAND

DIRECTOR

THE GROUNDSKEEPER
P O BOX 43820
TUCSON AZ 85733-3820

- 1) REPORT DISSOCIATION OF QUALIFYING PARTY IN WRITING WITHIN 15 DAYS. (SEE A.R.S. § 32-1154(A)(19) AND § 32-1151.01)
- 2) REPORT A CHANGE OF ADDRESS IN WRITING WITHIN 30 DAYS. (SEE A.R.S. § 32-1122(B)(1))
- 3) REPORT ANY TRANSFER OF OWNERSHIP OF 50% OR MORE IMMEDIATELY. (SEE A.R.S. § 32-1151.01)
- 4) REPORT ANY CHANGE IN LEGAL ENTITY SUCH AS ANY CHANGE IN THE OWNERSHIP OF SOLE PROPRIETORSHIP OR CHANGE OF A PARTNER IN A PARTNERSHIP OR THE CREATION OF A NEW CORPORATE ENTITY. (SEE RULE R4-9-110)

IMPORTANT NOTICE
YOU MUST:

CONTRACTORS LICENSE
(COMMERCIAL)

IMPORTANT NOTICE
YOU MUST:

- 1) REPORT DISSOCIATION OF QUALIFYING PARTY IN WRITING WITHIN 15 DAYS. (SEE A.R.S. § 32-1154(A)(9) AND § 32-1151.01)
- 2) REPORT A CHANGE OF ADDRESS IN WRITING WITHIN 30 DAYS. (SEE A.R.S. § 32-1122(B)(1))
- 3) REPORT ANY TRANSFER OF OWNERSHIP OF 50% OR MORE IMMEDIATELY. (SEE A.R.S. § 32-1151.01)
- 4) REPORT ANY CHANGE IN LEGAL ENTITY SUCH AS ANY CHANGE IN THE OWNERSHIP OF SOLE PROPRIETORSHIP OR CHANGE OF A PARTNER IN A PARTNERSHIP OR THE CREATION OF A NEW CORPORATE ENTITY. (SEE RULE R4-9-110)

THE GROUNDSKEEPER
 P O BOX 43820
 TUCSON AZ 85733-3820

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



CORP



LICENSE EFFECTIVE THROUGH: MAR 2007
 STATE OF ARIZONA
 Registrar of Contractors CERTIFIES THAT
 THE GROUNDSKEEPER

CONTRACTORS LICENSE NO. R0C054223 CLASS C-21
 LANDSCAPING & IRRIGATION SYSTEMS
 MS
 RESIDENTIAL ONLY

THIS CARD MUST BE
 PRESENTED UPON DEMAND

[Signature]
 DIRECTOR

Non-Transferable

STATE OF ARIZONA
Structural Pest Control Commission
9535 E. Doubletree Ranch Rd.

Printed: 12/01/2005
Printed By: HELEN

License No: 1393

(602)255-3664
www.sb.state.az.us



Qualifying Party License

QP License Cat(s) Expires/Status
B3 - Right Of Way/Wei 12/31/06 Active
B5 - Turf & Ornament: 12/31/06 Active

ISSUED TO:

1000000827
ALEJANDRO MARTINEZ
6751 W. CRITTENDEN LN
PHOENIX AZ 85033



This paper license is being provided in lieu of an I.D. card or I.D. card update sticker.
This license MUST be renewed by December 1 of each year, and shall expire on December 31 of each year.

Non-Transferable

STATE OF ARIZONA
Structural Pest Control Commission
9535 E. Doubletree Ranch Rd.

Printed: 01/31/2005
Printed By: JEAN

License No: 990493

(602)255-3664
www.sb.state.az.us

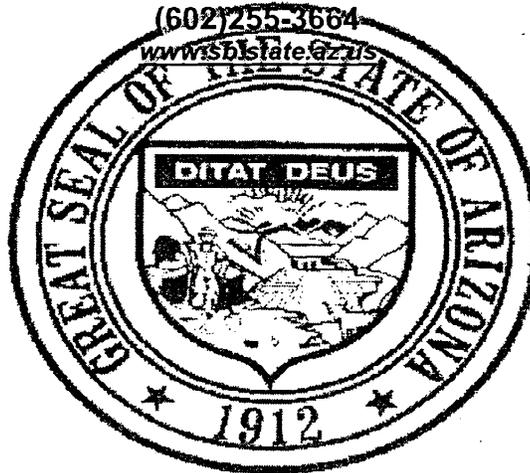


Pesticide Applicator License

Licensed Cat(s) Expires/Status
B3 - Right of Way/Wee 05/31/05 Active
B5 - Turf & Ornament 05/31/05 Active

ISSUED TO:

1000012422
JORGE HURTADO
5137 N. 68TH DR
GLENDALE AZ 85303



This paper license is being provided in lieu of an I.D. card or I.D. card update sticker.
This license MUST be renewed by May 1 of each year, and shall expire on May 30 of each year.

Non-Transferable

STATE OF ARIZONA
Structural Pest Control Commission
9535 E. Doubletree Ranch Rd.

Printed: 04/12/2006
Printed By: HELEN

License No: 840375

(602)255-3664
www.sb.state.az.us



Pesticide Applicator License

Licensed Cat(s) Expires/Status
B1 - General PC/Public 05/31/07 Active
B2 - Wood Destroying 05/31/07 Active
B3 - Right of Way/Wee 05/31/07 Active
B4 - Fumigation 05/31/07 Active
B5 - Turf & Ornament: 05/31/07 Active
B8 - Wood Destroying 05/31/07 Active

ISSUED TO:

1000000827
ALEJANDRO MARTINEZ
6751 W. CRITTENDEN LN
PHOENIX AZ 85033



SPCC SPCC SPCC SPCC SPCC SPCC SPCC SPCC SPCC SPCC



AMERICAN BACKFLOW
PREVENTION ASSOCIATION

Be it known that

Anthony M. Moya

having submitted acceptable evidence of qualification by education, training, and experience
is hereby granted this Certificate as a

Backflow Prevention Assembly Tester

03-00990

Witness our Hand and Seal,

effective 31 January 2006

[Signature]
Administrator, ABPA Tester Certification Program



Certified Arborist

International Society of Arboriculture

Douglas S Dupont

Having successfully completed the requirements set by the Arborist Certification Board of the International Society of Arboriculture, the above named is hereby recognized as an I.S.A. Certified Arborist



[Signature]

*Executive Director
International Society of Arboriculture*

WC-5760

12/31/03

Certificate Number

Expiration Date

ORIGINAL



CONTRACT AMENDMENT

Materials Management
Procurement
8314 W. Cinnabar Ave.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118

Solicitation No: **P06-0059** Page 1 of 1
Description: Landscape Maintenance
Amendment No: One (1) Date: **5/31/07**

Buyer: Christine Finney

In accordance with Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on June 8, 2007 and is hereby extended.

The new Contract Term is: **June 9, 2007 to June 8, 2008.**

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

Signature

6/18/07
Date

Ed Macias,
Branch Manager
Typed Name and Title

The Groundskeeper
Company Name

3159 W. Buckeye Rd.
Address

Phoenix
City

AZ
State

85009
Zip Code

Attested by:

Mary Jo Kief, City Clerk

Requested by:

Recommended by: **5-31-07**

William L. Emerson, Assistant City Attorney

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

The above referenced Contract Amendment is hereby Executed
_____, 2007, at Peoria, Arizona.

Herman F. Koebergen, Materials Manager



City Seal

CC Number

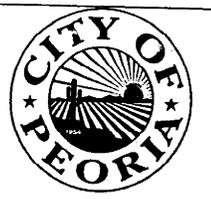
LCON 05106 A

Contract Number:

Official File

L CON 05106A

ORIGINAL



CONTRACT AMENDMENT Change Order

Materials Management
Procurement
8314 W. Cinnabar Ave.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118
Buyer: Christine Finney

Solicitation No.: P06-0059 Page 1 of 2
Amendment No.: Two (2) Date: May 31, 2007

Project No.: _____ Agreement Date: June 2, 2006
Project Description: Landscape Maintenance Completion Date: _____

Change Order Type: Owner Initiated Errors & Omissions Unknown Conditions

The changes as shown on the attached sheet are hereby made to the contract.

Contract Price Change:

Original Contract Price:	\$202,728.00
Total of previous change orders:	\$0.00
Original contract price plus previous change order(s):	\$202,728.00
The contract price due to this change order will be increased/decreased by:	\$47,712.00
The new contract price including this change order will be:	\$250,440.00

Contract Time Change:

The contract time will be increased by N/A days.
The new date for completion of all work will be N/A

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

	6/18/07	Ed Macias, Branch Manager	The Groundskeeper
Signature	Date	Typed Name and Title	Company Name

3159 W. Buckeye Rd.	Phoenix	Arizona	85009
Address	City	State	Zip Code

Attested By:

Mary Jo Kief, City Clerk

Stephen Bontrager, Utilities Director

Linda Bezy-Botma, Utilities Operations Manager

Christine Finney, Buyer

William L. Emerson, Assistant City Attorney

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

The above referenced Contract Amendment is hereby Executed
at Peoria, Arizona

Herman F. Koebergen, Materials Manager



City Seal
Copyright 2003 City of Peoria, Arizona

Official File

L CON 05106B

ORIGINAL



CONTRACT AMENDMENT
Change Order
Summary Sheet

**Materials Management
Procurement**
8314 W. Cinnabar Ave.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118

Solicitation No.: P06-0059 Page 2 of 2
Amendment No.: Two (2) Date: May 31, 2007

Buyer: Christine Finney

Prepared By: Christine Finney

Project Description: Landscape Maintenance

Intent: This form is to be utilized to summarize the key changes on the attached change order(s). Please use common description to condense the essential or main points of the changes(s) and the dollars associated with each of those changes.

The following Two (2) Utility Locations are added to the Contract Price Sheet as Location Five (5):

Location 5	Monthly	Yearly
A. Greenway Water Treatment Plant 7300 W. Greenway Rd Peoria, AZ 85381	\$ 2,025.00	\$ 24,300.00
B. Beardsley Waste Water Treatment Plant 19980 N. 111 th Ave Peoria, AZ 85382	\$ 1,951.00	\$ 23,412.00
Total Amendment No. 2	\$ 3,976.00	\$ 47,712.00

Location Five (5) shall be serviced in accordance with the Description of Work as outlined in the Contract Scope of Work, Sections 9.0, 10.0 & 11.0.

All other provisions shall remain in their entirety

LCON051067B



Arizona • Nevada • New Mexico

LANDSCAPE MANAGEMENT AGREEMENT

Date 01/17/08 PAGE 1 OF 2

Project Name City of Peoria Development Center City Peoria
 Project Address 9875 N 85th Ave State Arizona Zip 85345
 Property Description (areas included): All landscaped areas

The Groundskeeper's **LANDSCAPE SERVICE SPECIFICATIONS** are hereby incorporated into this agreement in accordance with the type of service to be provided below

<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="text-align: center;"><input checked="" type="checkbox"/></td><td>Lawn Care</td></tr> <tr><td style="text-align: center;"><input checked="" type="checkbox"/></td><td>Tree & Shrub Care</td></tr> <tr><td style="text-align: center;"><input type="checkbox"/></td><td>Ground Cover & Flower Bed</td></tr> <tr><td style="text-align: center;"><input type="checkbox"/></td><td>Customer Provided Specifications</td></tr> </table>	<input checked="" type="checkbox"/>	Lawn Care	<input checked="" type="checkbox"/>	Tree & Shrub Care	<input type="checkbox"/>	Ground Cover & Flower Bed	<input type="checkbox"/>	Customer Provided Specifications	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="text-align: center;"><input checked="" type="checkbox"/></td><td>Inert Area</td></tr> <tr><td style="text-align: center;"><input type="checkbox"/></td><td>Natural Desert & Hydro-seed Areas</td></tr> <tr><td style="text-align: center;"><input checked="" type="checkbox"/></td><td>Irrigation Repairs & Maintenance (\$48.00 Hourly Rate for Irrigation Repairs)</td></tr> </table>	<input checked="" type="checkbox"/>	Inert Area	<input type="checkbox"/>	Natural Desert & Hydro-seed Areas	<input checked="" type="checkbox"/>	Irrigation Repairs & Maintenance (\$48.00 Hourly Rate for Irrigation Repairs)
<input checked="" type="checkbox"/>	Lawn Care														
<input checked="" type="checkbox"/>	Tree & Shrub Care														
<input type="checkbox"/>	Ground Cover & Flower Bed														
<input type="checkbox"/>	Customer Provided Specifications														
<input checked="" type="checkbox"/>	Inert Area														
<input type="checkbox"/>	Natural Desert & Hydro-seed Areas														
<input checked="" type="checkbox"/>	Irrigation Repairs & Maintenance (\$48.00 Hourly Rate for Irrigation Repairs)														

SCHEDULE:

January: \$ 1,795.00	May: \$ 1,861.00	September: \$ 1,861.00
February: \$ 1,795.00	June: \$ 1,861.00	October: \$ 1,795.00
March: \$ 1,795.00	July: \$ 1,861.00	November: \$ 1,795.00
April: \$ 1,861.00	August: \$ 1,861.00	December: \$ 1,795.00

MONTHLY AVERAGE: \$ 1,828.00 TOTAL ANNUAL COST: \$ 21,936.00

* (Refer to terms and conditions on next page)

ADDITIONAL SERVICES: The Groundskeeper provides a variety of services supplemental to landscape management. Please see the service specification sheet for a detailed list. (The prices listed below, as well as the irrigation repair rate, are subject to change.)

Annual Flowers: <u>\$35.00 per flat + Tax</u> Winter Rye: <u>\$1106.00 + Tax</u> Aeration: <u>\$158.00</u> Dethatch: <u>\$316.00</u>	Plantings Each: <table border="0" style="width: 100%;"> <tr><td>1 Gal</td><td><u>\$9.00 + Tax, Installed</u></td></tr> <tr><td>5 Gal</td><td><u>\$28.00 + Tax, Installed</u></td></tr> <tr><td>15 Gal</td><td><u>\$90.00 + Tax, Installed</u></td></tr> <tr><td>24" Box</td><td><u>\$275.00 + Tax, Installed</u></td></tr> </table>	1 Gal	<u>\$9.00 + Tax, Installed</u>	5 Gal	<u>\$28.00 + Tax, Installed</u>	15 Gal	<u>\$90.00 + Tax, Installed</u>	24" Box	<u>\$275.00 + Tax, Installed</u>
1 Gal	<u>\$9.00 + Tax, Installed</u>								
5 Gal	<u>\$28.00 + Tax, Installed</u>								
15 Gal	<u>\$90.00 + Tax, Installed</u>								
24" Box	<u>\$275.00 + Tax, Installed</u>								

APPROVED BY: _____

FOR THE GROUNDSKEEPER:

Ed Macias

Date _____
 Commencement _____
 Client Name _____ City _____
 Bill To Address _____ State _____ Zip _____

ORIGINAL

Materials Management
Procurement
8314 W. Cinnabar Ave.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118
Buyer: Christine Finney



CONTRACT AMENDMENT

Change Order

Solicitation No.: P06-0059 Page 1 of 2
Amendment No.: Three (3) Date: January 30, 2008

Project No.: Original Agreement Date: June 8, 2006

Project Description: Landscape Maintenance Expiration Date: June 8, 2008

Change Order Type: Owner Initiated Errors & Omissions Unknown Conditions

The changes as shown on the attached sheet are hereby made to the contract.

Contract Price Change:

Original Contract Price:	\$202,728.00
Total of previous change orders:	\$47,712.00
Original contract price plus previous change order(s):	\$250,440.00
The contract price due to this change order will be increased/decreased by:	\$21,936.00
The new contract price including this change order will be:	\$272,376.00

Contract Time Change:

The contract time will be increased by N/A days.

The new date for completion of all work will be N/A

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

	2/15/08	Ed Macias, Branch Manager	The Groundskeeper
Signature	Date	Typed Name and Title	Company Name

3159 W. Buckeye Rd.	Phoenix	Arizona	85009
Address	City	State	Zip Code

Attested By:

Mary Jo Kief, City Clerk

J.P. de la Montaigne, Community Services Director

Kirk Haines, Parks Manager

Christine Finney, Buyer

William L. Emerson, Assistant City Attorney

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

The above referenced Contract Amendment is hereby Executed

at Peoria, Arizona

Herman F. Koebergen, Materials Manager



City Seal

Copyright 2003 City of Peoria, Arizona

Official File

CC Number

LCON 05106 C
Contract Number

L CON 05106C



CONTRACT AMENDMENT

Change Order Summary Sheet

**Materials Management
Procurement**
8314 W. Cinnabar Ave.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118

Solicitation No.: P06-0059 Page 2 of 2
Amendment No.: Two (2) Date: May 31, 2007

Buyer: Christine Finney

Prepared By: Christine Finney

Project Description: Landscape Maintenance

Intent: This form is to be utilized to summarize the key changes on the attached change order(s). Please use common description to condense the essential or main points of the changes(s) and the dollars associated with each of those changes.

I. The following location is added to the contract Scope of Work, Section 8.0, Locations.

Location 6	Monthly Price	Yearly Price
A. Development & Community Services Bldg 9875 N 85 th Avenue Peoria, AZ 85345	\$ 1,828.00	\$ 21,936.00

II. Location 6 shall be serviced in accordance with the Description of Work as outlined in the Contract Scope of Work, Sections 9.0, 10.0, 11.0 & 12.0.

Contract Summary:

Original Contract	\$ 202,728.00
Amendment 1 (Extension only)	\$ 0.00
Amendment 2 (Added Location 5 Utilities)	\$ 47,712.00
<u>Amendment 3 (Adding Location 6 DCSB)</u>	<u>\$ 21,936.00</u>
Contract Total (Annually) to date	\$ 272,376.00

All other provisions of this contract shall remain in their entirety



Arizona • Nevada • New Mexico

LANDSCAPE MANAGEMENT AGREEMENT

Date 01/17/08 PAGE 1 OF 2

Project Name City of Peoria Development Center City Peoria
 Project Address 9875 N 85th Ave State Arizona Zip 85345
 Property Description (areas included): All landscaped areas

The Groundskeeper's **LANDSCAPE SERVICE SPECIFICATIONS** are hereby incorporated into this agreement in accordance with the type of service to be provided below

<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="text-align: center;"><input checked="" type="checkbox"/></td><td>Lawn Care</td></tr> <tr><td style="text-align: center;"><input checked="" type="checkbox"/></td><td>Tree & Shrub Care</td></tr> <tr><td style="text-align: center;"><input type="checkbox"/></td><td>Ground Cover & Flower Bed</td></tr> <tr><td style="text-align: center;"><input type="checkbox"/></td><td>Customer Provided Specifications</td></tr> </table>	<input checked="" type="checkbox"/>	Lawn Care	<input checked="" type="checkbox"/>	Tree & Shrub Care	<input type="checkbox"/>	Ground Cover & Flower Bed	<input type="checkbox"/>	Customer Provided Specifications	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="text-align: center;"><input checked="" type="checkbox"/></td><td>Inert Area</td></tr> <tr><td style="text-align: center;"><input type="checkbox"/></td><td>Natural Desert & Hydro-seed Areas</td></tr> <tr><td style="text-align: center;"><input checked="" type="checkbox"/></td><td>Irrigation Repairs & Maintenance (\$48.00 Hourly Rate for Irrigation Repairs)</td></tr> </table>	<input checked="" type="checkbox"/>	Inert Area	<input type="checkbox"/>	Natural Desert & Hydro-seed Areas	<input checked="" type="checkbox"/>	Irrigation Repairs & Maintenance (\$48.00 Hourly Rate for Irrigation Repairs)
<input checked="" type="checkbox"/>	Lawn Care														
<input checked="" type="checkbox"/>	Tree & Shrub Care														
<input type="checkbox"/>	Ground Cover & Flower Bed														
<input type="checkbox"/>	Customer Provided Specifications														
<input checked="" type="checkbox"/>	Inert Area														
<input type="checkbox"/>	Natural Desert & Hydro-seed Areas														
<input checked="" type="checkbox"/>	Irrigation Repairs & Maintenance (\$48.00 Hourly Rate for Irrigation Repairs)														

SCHEDULE:

January: \$ 1,795.00	May: \$ 1,861.00	September: \$ 1,861.00
February: \$ 1,795.00	June: \$ 1,861.00	October: \$ 1,795.00
March: \$ 1,795.00	July: \$ 1,861.00	November: \$ 1,795.00
April: \$ 1,861.00	August: \$ 1,861.00	December: \$ 1,795.00

MONTHLY AVERAGE: \$ 1,828.00 TOTAL ANNUAL COST: \$ 21,936.00

* (Refer to terms and conditions on next page)

ADDITIONAL SERVICES: The Groundskeeper provides a variety of services supplemental to landscape management. Please see the service specification sheet for a detailed list. (The prices listed below, as well as the irrigation repair rate, are subject to change.)

Annual Flowers: <u>\$35.00 per flat + Tax</u> Winter Rye: <u>\$1106.00 + Tax</u> Aeration: <u>\$158.00</u> Dethatch: <u>\$316.00</u>	Plantings Each: <table border="0" style="width: 100%;"> <tr><td>1 Gal</td><td><u>\$9.00 + Tax, Installed</u></td></tr> <tr><td>5 Gal</td><td><u>\$28.00 + Tax, Installed</u></td></tr> <tr><td>15 Gal</td><td><u>\$90.00 + Tax, Installed</u></td></tr> <tr><td>24" Box</td><td><u>\$275.00 + Tax, Installed</u></td></tr> </table>	1 Gal	<u>\$9.00 + Tax, Installed</u>	5 Gal	<u>\$28.00 + Tax, Installed</u>	15 Gal	<u>\$90.00 + Tax, Installed</u>	24" Box	<u>\$275.00 + Tax, Installed</u>
1 Gal	<u>\$9.00 + Tax, Installed</u>								
5 Gal	<u>\$28.00 + Tax, Installed</u>								
15 Gal	<u>\$90.00 + Tax, Installed</u>								
24" Box	<u>\$275.00 + Tax, Installed</u>								

APPROVED BY: _____

FOR THE GROUNDSKEEPER:

Ed Macias

Date _____
 Commencement _____
 Client Name _____ City _____
 Bill To Address _____ State _____ Zip _____

07186

ORIGINAL



CONTRACT AMENDMENT

Change Order

Materials Management
Procurement
8314 W. Cinnabar Ave.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118
Buyer: Christine Finney

Solicitation No.: P06-0059 Page 1 of 2
Amendment No.: Four (4) Date: May 1, 2008

Project No.: _____ Original Agreement Date: June 8, 2006
Project Description: Landscape Maintenance Expiration Date: June 8, 2009
Change Order Type: Owner Initiated Errors & Omissions Unknown Conditions

The changes as shown on the attached sheet are hereby made to the contract.

Contract Price Change:

Original Contract Price:	\$202,728.00
Total of previous change orders:	\$69,648.00
Original contract price plus previous change order(s):	\$272,376.00
The contract price due to this change order will be increased/decreased by:	\$19,140.00
The new contract price including this change order will be:	\$291,516.00

Contract Time Change:

The contract time will be increased by N/A days.
The new date for completion of all work will be N/A

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

	5/12/08	Ed Macias, Branch Manager	The Groundskeeper
Signature	Date	Typed Name and Title	Company Name

3159 W. Buckeye Rd.	Phoenix	Arizona	85009
Address	City	State	Zip Code

Attested By:

Mary Jo Kief, City Clerk

J.P. de la Montaigne, Community Services Director

Kirk Haines, Parks Manager

Christine Finney, Buyer

Ellen Van Riper, Assistant City Attorney

Approved as to Form: Stephen M. Kemp, City Attorney
The above referenced Contract Amendment is hereby Executed
5/22/08, _____, at Peoria, Arizona

Herman F. Koebergen, Materials Manager



CC Number

LCON 05106 D
Contract Number

City Seal
Copyright 2003 City of Peoria, Arizona

Official File

L CON 05106D



CONTRACT AMENDMENT
Change Order
Summary Sheet

**Materials Management
Procurement**
8314 W. Cinnabar Ave.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118

Solicitation No.: P06-0059 Page 2 of 2
Amendment No.: Four (4) Date: May 1, 2008

Buyer: Christine Finney

Prepared By: Christine Finney

Project Description: Landscape Maintenance

Intent: This form is to be utilized to summarize the key changes on the attached change order(s). Please use common description to condense the essential or main points of the changes(s) and the dollars associated with each of those changes.

I. In accordance with the Special Terms and Conditions, Contract Extension, the contract shall expire on June 8, 2008 and is hereby extended. **The new Contract Term is June 9, 2008 – June 8, 2009.**

II. Effective July 1, 2008, the following locations are added to the contract Scope of Work, Section 8.0, Locations.

Location 7	Monthly Price	Yearly Price
City of Peoria Theater 8355 W. Peoria Avenue Peoria, AZ 85345	\$ 795.00	\$ 9,540.00

Location 8	Monthly Price	Yearly Price
Monument Plaza Area on Grand Ave 8301 NW Grand Avenue Peoria, AZ 85345	\$ 450.00	\$5,400.00

Location 9	Monthly Price	Yearly Price
Shangri La Retentions 11206 N 82nd Ln & 11210 N 82nd Ave Peoria, AZ 85345	\$ 350.00	\$ 4,200.00

III. Locations 7, 8 and 9 shall be serviced in accordance with the Description of Work as outlined in the Contract Scope of Work, Sections 9.0, 10.0, 11.0 & 12.0.

Contract Summary:

Original Contract	\$ 202,728.00
Amendment 1 (Extension only)	\$ 0.00
Amendment 2 (Added Location 5 Utilities)	\$ 47,712.00
Amendment 3 (Added Location 6 DCSB)	\$ 21,936.00
<u>Amendment 4 (Adding Locations 7, 8 & 9)</u>	<u>\$ 19,140.00</u>
Contract Total (Annually) to date	\$ 291,516.00

All other provisions of this contract shall remain in their entirety



Arizona • Nevada • New Mexico

LANDSCAPE MANAGEMENT AGREEMENT

Date 03/19/08

Project Name City of Peoria Theater City Peoria
 Project Address 8355 W Peoria State Arizona Zip 85345
 Property Description (areas included): All landscaped areas

The Groundskeeper's **LANDSCAPE SERVICE SPECIFICATIONS** are hereby incorporated into this agreement in accordance with the type of service to be provided below.

<input checked="" type="checkbox"/> Lawn Care	<input checked="" type="checkbox"/> Inert Area
<input checked="" type="checkbox"/> Tree & Shrub Care	<input type="checkbox"/> Natural Desert & Hydro-seed Areas
<input checked="" type="checkbox"/> Ground Cover & Flower Bed Treatment	<input checked="" type="checkbox"/> Irrigation Repairs & Maintenance
<input checked="" type="checkbox"/> Customer Provided Specifications	(\$48.00 Hourly Rate for Irrigation Repairs)

MONTHLY \$ 795.00 TOTAL ANNUAL COST: \$ 9,540.00

* (Refer to terms and conditions on next page)

ADDITIONAL SERVICES: The Groundskeeper provides a variety of services supplemental to landscape management. Please see the service specification sheet for a detailed list (The prices listed below, as well as the irrigation repair rate, are subject to change.)

Annual Flowers: <u>\$35.00 per flat + Tax</u>	Plantings Each:	1 Gal <u>\$9.00 + Tax, Installed</u>
Winter Rye: <u>INC</u>		5 Gal <u>\$28.00 + Tax, Installed</u>
Aeration: <u>INC</u>		15 Gal <u>\$90.00 + Tax, Installed</u>
Dethatch: <u>INC</u>		24" Box <u>\$275.00 + Tax, Installed</u>

APPROVED BY: _____

FOR THE GROUNDSKEEPER:

Ed Macias

Date _____

Commencement 03/01/08

Branch Manager _____

Client Name The City of Peoria City Peoria

Bill To Address 8401 W Monroe State AZ Zip 85345



**The
GROUNDSKEEPER.**
Outside Solutions

Arizona • Nevada • New Mexico

LANDSCAPE MANAGEMENT AGREEMENT

Date 03/19/08

Project Name The Monument Plaza Area on Grand Ave City Peoria
 Project Address 8301 NW Grand State Arizona Zip 85345
 Property Description (areas included): All landscaped areas

The Groundskeeper's **LANDSCAPE SERVICE SPECIFICATIONS** are hereby incorporated into this agreement in accordance with the type of service to be provided below

- | | |
|-------------------------------------------------------------------------|----------------------------------------------------------------------|
| <input checked="" type="checkbox"/> Lawn Care | <input checked="" type="checkbox"/> Inert Area |
| <input checked="" type="checkbox"/> Tree & Shrub Care | <input type="checkbox"/> Natural Desert & Hydro-seed Areas |
| <input checked="" type="checkbox"/> Ground Cover & Flower Bed Treatment | <input checked="" type="checkbox"/> Irrigation Repairs & Maintenance |
| <input checked="" type="checkbox"/> Customer Provided Specifications | (\$48.00 Hourly Rate for Irrigation Repairs) |

MONTHLY \$ 450.00 TOTAL ANNUAL COST: \$ 5,400.00

* (Refer to terms and conditions on next page)

ADDITIONAL SERVICES: The Groundskeeper provides a variety of services supplemental to landscape management. Please see the service specification sheet for a detailed list. (The prices listed below, as well as the irrigation repair rate, are subject to change.)

Annual Flowers: <u>\$35.00 per flat + Tax</u>	Plantings Each:	1 Gal <u>\$9.00 + Tax, Installed</u>
Winter Rye: <u>INC</u>		5 Gal <u>\$28.00 + Tax, Installed</u>
Aeration: <u>INC</u>		15 Gal <u>\$90.00 + Tax, Installed</u>
Dethatch: <u>INC</u>		24" Box <u>\$275.00 + Tax, Installed</u>

APPROVED BY:

FOR THE GROUNDSKEEPER:

Date _____

Ed Macias

Commencement 03/01/08

Branch Manager _____

Client Name The City of Peoria

City Peoria

Bill To Address 8401 W Monroe

State AZ Zip 85345



Arizona • Nevada • New Mexico

LANDSCAPE MANAGEMENT AGREEMENT

Date 03/19/08

Project Name Shangri La Retentions City Peoria

Project Address 11206 N 82nd Lane & 11210 N 82nd Ave State Arizona Zip 85345

Property Description (areas included): All landscaped areas

The Groundskeeper's **LANDSCAPE SERVICE SPECIFICATIONS** are hereby incorporated into this agreement in accordance with the type of service to be provided below.

<input checked="" type="checkbox"/>	Lawn Care	<input checked="" type="checkbox"/>	Inert Area
<input checked="" type="checkbox"/>	Tree & Shrub Care	<input type="checkbox"/>	Natural Desert & Hydro-seed Areas
<input checked="" type="checkbox"/>	Ground Cover & Flower Bed Treatment	<input checked="" type="checkbox"/>	Irrigation Repairs & Maintenance
<input checked="" type="checkbox"/>	Customer Provided Specifications		(\$48.00 Hourly Rate for Irrigation Repairs)

MONTHLY \$ 350.00 TOTAL ANNUAL COST: \$ 4,200.00

*(Refer to terms and conditions on next page)

ADDITIONAL SERVICES: The Groundskeeper provides a variety of services supplemental to landscape management. Please see the service specification sheet for a detailed list. (The prices listed below, as well as the irrigation repair rate, are subject to change.)

Annual Flowers:	\$35.00 per flat + Tax
Winter Rye:	INC
Aeration:	INC
Dethatch:	INC

Plantings Each:	1 Gal	\$9.00 + Tax, Installed
	5 Gal	\$28.00 + Tax, Installed
	15 Gal	\$90.00 + Tax, Installed
	24" Box	\$275.00 + Tax, Installed

APPROVED BY:

FOR THE GROUNDKEEPER:

Ed Macias

Date _____

Commencement 03/01/08

Branch Manager _____

Client Name The City of Peoria City Peoria

Bill To Address 8401 W Monroe State AZ Zip 85345



CONTRACT AMENDMENT

Change Order

ORIGINAL
Materials Management
Procurement

8314 W. Cinnabar Ave.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118
Buyer: Christine Finney

Solicitation No.: P06-0059 Page 1 of 2
Amendment No.: Five (5) Date: August 11, 2008

Project No.: _____ Original Agreement Date: June 8, 2006
Project Description: Landscape Maintenance Expiration Date: June 8, 2009
Change Order Type: Owner Initiated Errors & Omissions Unknown Conditions

The changes as shown on the attached sheet are hereby made to the contract.

Contract Price Change:

Original Contract Price:	\$202,728.00
Total of previous change orders:	\$88,788.00
Original contract price plus previous change order(s):	\$291,516.00
The contract price due to this change order will be increased/decreased by:	\$67,056.00
The new contract price including this change order will be:	\$358,572.00

Contract Time Change:

The contract time will be increased by N/A days.
The new date for completion of all work will be N/A

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

	10/1/08	Ed Macias, Branch Manager	The Groundskeeper
Signature	Date	Typed Name and Title	Company Name

3159 W. Buckeye Rd.	Phoenix	Arizona	85009
Address	City	State	Zip Code

Attested By:

Mary Jo Kief, City Clerk

CC Number

LCON 05106 E
Contract Number

Official File

City Seal
Copyright 2003 City of Peoria, Arizona

Linda Bezy-Botma, Utilities Operations Manager

Christine Finney, Buyer

Ellen Van Riper, Assistant City Attorney

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

The above referenced Contract Amendment is hereby Executed
10/14/08 _____, at Peoria, Arizona

Herman F. Koebergen, Materials Manager



CONTRACT AMENDMENT

Change Order Summary Sheet

**Materials Management
Procurement**
8314 W. Cinnabar Ave.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118

Solicitation No.: P06-0059 Page 2 of 2

Amendment No.: Five (5) Date: August 11, 2008

Buyer: Christine Finney

Prepared By: Christine Finney

Project Description: Landscape Maintenance

Intent: This form is to be utilized to summarize the key changes on the attached change order(s). Please use common description to condense the essential or main points of the changes(s) and the dollars associated with each of those changes.

I. The following locations are added to the contract Price Sheet for Location 5 (Utilities Sites).

Location 5	Monthly Price	Yearly Price
Greenway (ROW maint & litter)	\$ 1,215.00	\$ 14,580.00
Jomax (interior trimming, maint & weeds)	\$ 1,643.00	\$ 19,716.00
Butler WRF (interior trimming & maint)	\$ 1,930.00	\$ 23,160.00
Butler IPS (interior)	\$ 500.00	\$ 6,000.00
Quintero TP (interior)	\$ 300.00	\$ 3,600.00
TOTAL ADDITIONS	\$ 5,588.00	\$ 67,056.00

II. Location 5 shall be serviced in accordance with the *Description of Work* as outlined in the Contract Scope of Work, Sections 9.0, 10.0, 11.0 & 12.0.

III. The attached price sheet summarizes all changes to date.

Contract Summary:

Original Contract	\$ 202,728.00
Amendment 1 (Extension only)	\$ 0.00
Amendment 2 (Added Location 5 Utilities)	\$ 47,712.00
Amendment 3 (Added Location 6 DCSB)	\$ 21,936.00
Amendment 4 (Adding Locations 7,8 & 9)	\$ 19,140.00
Amendment 5 (Adding to Location 5 Utilities)	\$ 67,056.00
Contract Total (Annually) to date	\$ 358,572.00

All other provisions of this contract shall remain in their entirety

**LANDSCAPE MAINTENANCE CONTRACT
FOR UTILITIES PLANT OPERATIONS - FY 2009**

site	type	sq ft	frequency	ADD to Grounds- keeper Contract	Already on contract	Notes	Monthly	Yearly
GREENWAY	ROW mnt & litter - Greenway Rd	74,833	monthly	\$14,580	need estimate	landscaped	\$ 1,215.00	\$ 14,580.00
7300 W Greenway	Canal exterior trimming & mnt	17,215	quarterly		already included	landscaped		
	Interior trimming, mnt, weeds	501,682	quarterly		\$24,300	some landscape, gravel	\$2,025	\$24,300
BEARDSLEY	ROW mnt & litter - 111th Ave	70,521	monthly	C.S./Parks		landscaped		
19980 N 111th Av	ROW mnt & litter - Beardsley Rd	31,880	quarterly	C.S./Parks		undeveloped		
	ROW mnt & litter - Union Hills	32,581	quarterly	C.S./Parks		undeveloped		
	Interior trimming & mnt - landscaped areas	13,654	quarterly		already included	landscaped		
	Interior weeds & spraying - dirt areas	166,128	quarterly		\$23,412	dirt	\$1,951	\$23,412
	Interior drainage basin - UH & 111th	62,500	semi-annual		billed by hrs	basin		
	Manual mnt - recharge basins	15 acres	semi-annual		billed by hrs	basins		
JOMAX	ROW mnt & litter - Jomax Rd	174,175		Shea S.B.		heavy landscape	\$ 1,643.00	\$ 19,716.00
12483 W Jomax	ROW Detention Basin (West side)	77,190		Shea S.B.		dirt		
	Interior trimming, mnt, weeds	397,109	quarterly	\$19,716	need estimate	light landscape, gravel		
BUTLER DRIVE WRF	Interior trimming & mnt - front area	268,331	quarterly	\$23,160	need estimate	landscaped, gravel	\$ 1,930.00	\$ 23,160.00
	ROW mnt & litter - 79th Ave	29,018	monthly	C.S./Parks		landscaped		
BUTLER IPS	Interior	22,270	quarterly	\$6,000	need estimate	gravel	\$ 500.00	\$ 6,000.00
9976 W Northern	ROW mnt & litter	14,411	monthly		included	landscaped		
QUINTERO TP	Interior	12,086	quarterly	\$3,600	need estimate	gravel	\$ 300.00	\$ 3,600.00
16194 W Iron Age Dr								
TOTAL				\$67,056			\$9,564.00	\$ 114,768.00

P06-0059
Landscape Maintenance
Contract Summary

LOCATION	SQ. FT.	QTY	MONTHLY	ANNUALLY
City Hall Campus				
City Hall	420,000	12	\$7,910.00	\$94,920.00
Annex	40,000	12	included	included
PSAB	135,000	12	included	included
Subtotal	595,000		\$7,910.00	\$94,920.00
Retention Basins				
BN1 - 85 th & Grovers	24,791	12	\$324.00	\$3,888.00
BN18 - 85 th & Wethersfield	18,362	12	\$239.00	\$2,868.00
BN19 - 84 th & Bloomfield	21,554	12	\$247.00	\$2,964.00
BN21 - Windrose/86 th	62,111	12	\$684.00	\$8,208.00
BN22 - 79 th /Port au Prince/Country Gables	110,685	12	\$948.00	\$11,376.00
BN24 - 109 th & Northern	35,936	12	\$370.00	\$4,440.00
BN25 - Yucca/88 th	112,231	12	\$1,153.00	\$13,836.00
BN29 - 77 th & Mountain View	46,385	12	\$441.00	\$5,292.00
BN32 - Jenan/76th	25,442	12	\$356.00	\$4,272.00
BN35 - 75 th & Sanna	48,226	12	\$473.00	\$5,676.00
Subtotal	505,723		\$5,235.00	\$62,820.00
Fire Stations				
1	104,713	12	\$798.00	\$9,576.00
2	29,348	12	\$397.00	\$4,764.00
3	29,958	12	\$364.00	\$4,368.00
4	25,429	12	\$288.00	\$3,456.00
5	56,191	12	\$657.00	\$7,884.00
Subtotal	245,639		\$2,504.00	\$30,048.00
Drainage Channels and Ditches				
ALL	760,291	12	\$1,245.00	\$14,940.00
Subtotal	760,291		\$1,245.00	\$14,940.00
Total Original Contract	1,511,653		\$16,894.00	\$202,728.00

LOCATION	SQ. FT.	FREQ	MONTHLY	ANNUALLY
Amendments				
One (1)				
Contract Extension Only	-	-	-	-
Two (2)				
Greenway WTP (interior trimming, mnt, weeds)	501,682	12	\$2,025.00	\$24,300.00
Greenway WTP (canal exterior trimming & mnt)	17,215	12	included	included
Beardsley WWTP (interior weeds & spraying - dirt areas)	166,128	12	\$1,951.00	\$23,412.00
areas)	13,654	12	included	included
Three (3)				
DCSB	101,000	12	\$1,828.00	\$21,936.00
Four (4)				
Contract Extension	-	-	-	-
Theater	41,000	12	\$795.00	\$9,540.00
Monument Plaza on Grand	40,000	12	\$450.00	\$5,400.00
Shangri La Retentions	25,000	12	\$350.00	\$4,200.00
Five (5)				
Greenway WTP (ROW maint & litter)	74,833	12	\$1,215.00	\$14,580.00
Jomax (interior trimming, maint & weeds)	397,109	12	\$1,643.00	\$19,716.00
Butler WRF (interior trimming & mnt - front area)	268,331	12	\$1,930.00	\$23,160.00
Butler IPS (interior)	22,270	12	\$500.00	\$6,000.00
Butler IPS (ROW mnt & litter)	14,411	12	included	included
Quintero TP (interior)	12,086	12	\$300.00	\$3,600.00
Total Amendments	1,694,719		\$12,987.00	\$155,844.00
New Contract Total	3,206,372		\$29,881.00	\$358,572.00



CONTRACT AMENDMENT Change Order

Materials Management
Procurement
8314 W. Cinnabar Ave.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118
Buyer: Christine Finney

Solicitation No.: P06-0059 Page 1 of 2
Amendment No.: Six (6) Date: September 22, 2008

ORIGINAL

Project No.: _____ Original Agreement Date: June 8, 2006

Project Description: Landscape Maintenance Expiration Date: June 8, 2009

Change Order Type: Owner Initiated Errors & Omissions Unknown Conditions

The changes as shown on the attached sheet are hereby made to the contract.

Contract Price Change:

Original Contract Price:	\$202,728.00
Total of previous change orders:	\$155,844.00
Original contract price plus previous change order(s):	\$358,572.00
The contract price due to this change order will be increased/decreased by:	\$13,812.00
The new contract price including this change order will be:	\$372,384.00

Contract Time Change:

The contract time will be increased by N/A days.

The new date for completion of all work will be N/A

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

Signature

10/1/08
Date

Ed Macias,
Branch Manager
Typed Name and Title

The Groundskeeper
Company Name

3159 W. Buckeye Rd.
Address

Phoenix
City

Arizona
State

85009
Zip Code

Attested By:

Mary Jo Kief, City Clerk

Kirk Haines, Parks Manager

JP de la Montaigne, Community Services Director

Christine Finney, Buyer
Ellen Van Riper, Assistant City Attorney

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

The above referenced Contract Amendment is hereby Executed
10/1/08, at Peoria, Arizona

Herman F. Koebergen, Materials Manager



CC Number

LCON 05106 F
Contract Number

Official File

City Seal

Copyright 2003 City of Peoria, Arizona

L CON 05106F



CONTRACT AMENDMENT

Change Order Summary Sheet

**Materials Management
Procurement**
8314 W. Cinnabar Ave.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118

Solicitation No.: P06-0059 Page 2 of 2

Amendment No.: Six (6) Date: September 22, 2008 Buyer: Christine Finney

Prepared By: Christine Finney

Project Description: Landscape Maintenance

Intent: This form is to be utilized to summarize the key changes on the attached change order(s). Please use common description to condense the essential or main points of the changes(s) and the dollars associated with each of those changes.

I. The following locations are added to the contract Price Sheet for the Fire Stations:

Fire Stations	Monthly Price	Yearly Price
Fire Station #6	\$ 591.00	\$ 7,092.00
Fire Station #7	\$ 560.00	\$ 6,720.00
TOTAL ADDITIONS	\$ 1,151.00	\$ 13,812.00

II. The attached price sheet summarizes all changes to date.

Contract Summary:

Original Contract	\$ 202,728.00
Amendment 1 (Extension#1 only)	\$ 0.00
Amendment 2 (Added Location 5 Utilities)	\$ 47,712.00
Amendment 3 (Added Location 6 DCSB)	\$ 21,936.00
Amendment 4 (Extension#2 & Adding Locations 7,8 & 9)	\$ 19,140.00
Amendment 5 (Adding to Location 5 Utilities)	\$ 67,056.00
<u>Amendment 6 (Adding to Fire Stations)</u>	<u>\$ 13,812.00</u>
Contract Total (Annually) to date	\$ 372,384.00

All other provisions of this contract shall remain in their entirety

P06-0059
Landscape Maintenance
Contract Summary

LOCATION	SQ. FT.	QTY	MONTHLY	ANNUALLY
City Hall Campus				
City Hall	420,000	12	\$7,910.00	\$94,920.00
Annex	40,000	12	included	included
PSAB	135,000	12	included	included
Subtotal	595,000		\$7,910.00	\$94,920.00
Retention Basins				
BN1 - 85 th & Grovers	24,791	12	\$324.00	\$3,888.00
BN18 - 85 th & Wethersfield	18,362	12	\$239.00	\$2,868.00
BN19 - 84 th & Bloomfield	21,554	12	\$247.00	\$2,964.00
BN21 - Windrose/86 th	62,111	12	\$684.00	\$8,208.00
BN22 - 79 th /Port au Prince/Country Gables	110,685	12	\$948.00	\$11,376.00
BN24 - 109 th & Northern	35,936	12	\$370.00	\$4,440.00
BN25 - Yucca/88 th	112,231	12	\$1,153.00	\$13,836.00
BN29 - 77 th & Mountain View	46,385	12	\$441.00	\$5,292.00
BN32 - Jenar/76 th	25,442	12	\$356.00	\$4,272.00
BN35 - 75 th & Sanna	48,226	12	\$473.00	\$5,676.00
Subtotal	505,723		\$5,235.00	\$62,820.00
Fire Stations				
1	104,713	12	\$798.00	\$9,576.00
2	29,348	12	\$397.00	\$4,764.00
3	29,958	12	\$364.00	\$4,368.00
4	25,429	12	\$288.00	\$3,456.00
5	56,191	12	\$657.00	\$7,884.00
Subtotal	245,639		\$2,504.00	\$30,048.00
Drainage Channels and Ditches				
ALL	760,291	12	\$1,245.00	\$14,940.00
Subtotal	760,291		\$1,245.00	\$14,940.00
Total Original Contract	1,511,653		\$16,894.00	\$202,728.00

LOCATION	SQ. FT.	FREQ	MONTHLY	ANNUALLY
Amendments				
One (1)				
Contract Extension Only	-	-	-	-
Two (2)				
Greenway WTP (interior trimming, mnt, weeds)	501,682	12	\$2,025.00	\$24,300.00
Greenway WTP (canal exterior trimming & mnt)	17,215	12	included	included
Beardsley WWTP (interior weeds & spraying - dirt areas)	166,128	12	\$1,951.00	\$23,412.00
Beardsley WWTP (interior trimming & mnt - landscaped areas)	13,654	12	included	included
Three (3)				
DCSB	101,000	12	\$1,828.00	\$21,936.00
Four (4)				
Contract Extension	-	-	-	-
Theater	41,000	12	\$795.00	\$9,540.00
Monument Plaza on Grand	40,000	12	\$450.00	\$5,400.00
Shangri La Retentions	25,000	12	\$350.00	\$4,200.00
Five (5)				
Greenway WTP (ROW maint & litter)	74,833	12	\$1,215.00	\$14,580.00
Jomax (interior trimming, maint & weeds)	397,109	12	\$1,643.00	\$19,716.00
Butler WRF (interior trimming & mnt - front area)	268,331	12	\$1,930.00	\$23,160.00
Butler IPS (interior)	22,270	12	\$500.00	\$6,000.00
Butler IPS (ROW mnt & litter)	14,411	12	included	included
Quintero TP (interior)	12,086	12	\$300.00	\$3,600.00
Six (6)				
Fire Station #6	-	12	\$591.00	\$7,092.00
Fire Station #7	-	12	\$560.00	\$6,720.00
Total Amendments	1,694,719		\$14,138.00	\$169,656.00
New Contract Total	3,206,372		\$31,032.00	\$372,384.00

ORIGINAL



CONTRACT AMENDMENT Change Order

Materials Management
Procurement
9875 N. 85th Ave.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118
Buyer: Christine Finney

Solicitation No.: P06-0059 Page 1 of 2
Amendment No.: Eight (8) Date: March 9, 2010

Project No.: Original Agreement Date: June 8, 2006
Project Description: Landscape Maintenance Expiration Date: June 8, 2010
Change Order Type: Owner Initiated Errors & Omissions Unknown Conditions

The changes as shown on the attached sheet are hereby made to the contract.

Contract Price Change:

Original Contract Price:	\$202,728.00
Total of previous change orders:	\$132,526.00
Original contract price plus previous change order(s):	\$349,065.00
The contract price due to this change order will be increased by:	\$4,560.00
The new contract price including this change order will be:	\$353,625.60

Contract Time Change:

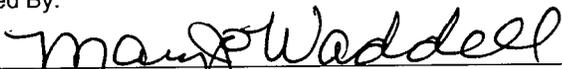
The contract time will be increased by N/A days.
The new date for completion of all work will be N/A

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

	<u>3-18-10</u>	Ed Macias, ^{PAUL TRIPP} General Manager MANAGER	The Groundskeeper
Signature	Date	Typed Name and Title	Company Name

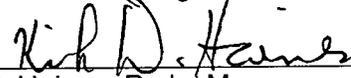
<u>620 N. Golden Key St.</u>	<u>Gilbert</u>	<u>Arizona</u>	<u>85233</u>
Address	City	State	Zip Code

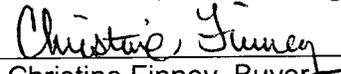
Attested By:



Mary Jo Waddell, City Clerk


J.P. de la Montaigne, Community Services Director

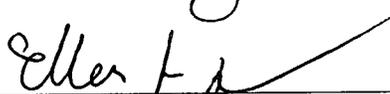

Kirk Haines, Parks Manager

 3/9/10
Christine Finney, Buyer

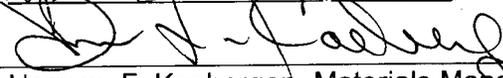


CC Number

LCON 05106 H
Contract Number


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

The above referenced Contract Amendment is hereby Executed
March 30, 2010, at Peoria, Arizona


Herman F. Koeberger, Materials Manager

City Seal

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Official File

L CON 05106 H



CONTRACT AMENDMENT

Change Order Summary Sheet

**Materials Management
Procurement**
9875 N. 85th Ave.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118

Solicitation No.: P06-0059 Page 2 of 2
Amendment No.: Eight (8) Date: March 9, 2010

Buyer: **Christine Finney**

Prepared By: Christine Finney
Project Description: Landscape Maintenance

Intent: This form is to be utilized to summarize the key changes on the attached change order(s). Please use common description to condense the essential or main points of the changes(s) and the dollars associated with each of those changes.

- I. This contract amendment administratively corrects the previous contract price sheet (Amd#7) to include the monthly maintenance for Retention Basin at 115th Avenue Alignment @ \$380.00 per month x 12 months = \$4,560.00 annually. This administrative change shall be retro-active, effective June 1, 2009.
- II. Note: Administrative change only. No City amounts are past due. The Contractor has been providing maintenance for 115th Alignment & billing accordingly for this service. The City has been paying for the service with their monthly maintenance invoice.
- III. The attached Revised Price Sheet shows the correction and replaces all previous Price Sheets.

Contract Summary:

Original Contract	\$ 202,728.00
Amendment 1 (Extension only)	\$ 0.00
Amendment 2 (Added Location 5 Utilities)	\$ 47,712.00
Amendment 3 (Added Location 6 DCSB)	\$ 21,936.00
Amendment 4 (Extension & Adding Locations 7,8 & 9)	\$ 19,140.00
Amendment 5 (Adding to Location 5 Utilities)	\$ 67,056.00
Amendment 6 (Adding to Fire Stations)	\$ 13,812.00
Amendment 7 (Extension & Price Reduction)	\$ (23,318.40)
<u>Amendment 8 (Price Correction)</u>	<u>\$ 4,560.00</u>
Contract Total (Annually) to date	\$ 353,625.60

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



P06-0059
Landscape Maintenance
Contract Pricing Summary

	SQ. FT.	QTY	CURRENT MONTHLY	CURRENT ANNUALLY	NEW MONTHLY	NEW ANNUALLY	ANNUAL CHANGE
Municipal Locations							
City Hall	420,000	12	\$7,514.50	\$90,174.00	\$7,514.50	\$90,174.00	\$0.00
Annex	40,000	12	included	included	included	included	
PSAB	135,000	12	included	included	included	included	
DCSB	101,000	12	\$1,736.60	\$20,839.20	\$1,736.60	\$20,839.20	\$0.00
Theater	41,000	12	\$755.25	\$9,063.00	\$755.25	\$9,063.00	\$0.00
Monument Plaza on Grand	40,000	12	\$427.50	\$5,130.00	\$427.50	\$5,130.00	\$0.00
Municipal Operations Center	40,000	12	\$806.00	\$9,672.00	\$806.00	\$9,672.00	\$0.00
Sunrise Mountain Library (Lake Pleasant Pkwy)	40,000	12	\$1,105.00	\$13,260.00	\$1,105.00	\$13,260.00	\$0.00
Subtotal	857,000		\$12,344.85	\$148,138.20	\$12,344.85	\$148,138.20	\$0.00
Fire Stations							
1	104,713	12	\$758.10	\$9,097.20	\$758.10	\$9,097.20	\$0.00
2	29,348	12	\$377.15	\$4,525.80	\$377.15	\$4,525.80	\$0.00
3	29,958	12	\$345.80	\$4,149.60	\$345.80	\$4,149.60	\$0.00
4	25,429	12	\$273.60	\$3,283.20	\$273.60	\$3,283.20	\$0.00
5	56,191	12	\$624.15	\$7,489.80	\$624.15	\$7,489.80	\$0.00
6	40,000	12	\$561.45	\$6,737.40	\$561.45	\$6,737.40	\$0.00
7	40,000	12	\$532.00	\$6,384.00	\$532.00	\$6,384.00	\$0.00
Subtotal	325,639		\$3,472.25	\$41,667.00	\$3,472.25	\$41,667.00	\$0.00
Retention Basins							
BN1 - 85 th & Grovers	24,791	12	\$307.80	\$3,693.60	\$307.80	\$3,693.60	\$0.00
BN18 - 85 th & Wethersfield	18,362	12	\$227.05	\$2,724.60	\$227.05	\$2,724.60	\$0.00
BN19 - 83rd & Bloomfield	21,554	12	\$234.65	\$2,815.80	\$234.65	\$2,815.80	\$0.00
BN21 - Windrose/87 th	62,111	12	\$649.80	\$7,797.60	\$649.80	\$7,797.60	\$0.00
BN22 - 79 th /Port au Prince/Country Gables	110,685	12	\$900.60	\$10,807.20	\$900.60	\$10,807.20	\$0.00
BN24 - 108 th & Northern	35,936	12	\$351.50	\$4,218.00	\$351.50	\$4,218.00	\$0.00
BN25 - Yucca/88 th	112,231	12	\$1,095.35	\$13,144.20	\$1,095.35	\$13,144.20	\$0.00
BN29 - 77 th & Mountain View	46,385	12	\$418.95	\$5,027.40	\$418.95	\$5,027.40	\$0.00
BN35 - 75 th & Eva	48,226	12	\$449.35	\$5,392.20	\$449.35	\$5,392.20	\$0.00
BN36 - 76th & Sunnyside	25,442	12	\$338.20	\$4,058.40	\$338.20	\$4,058.40	\$0.00
BN38 - 83rd & Shangri La	10,000	12	\$118.75	\$1,425.00	\$118.75	\$1,425.00	\$0.00
BN39 - 82nd & Shangri La	15,000	12	\$213.75	\$2,565.00	\$213.75	\$2,565.00	\$0.00
BN - 115th Alignment		12	\$0.00	\$0.00	\$380.00	\$4,560.00	\$4,560.00
Subtotal	530,723		\$5,305.75	\$63,669.00	\$5,685.75	\$68,229.00	\$0.00
Total - Parks & ROW	1,713,362		\$21,122.85	\$253,474.20	\$21,502.85	\$258,034.20	\$4,560.00
Utilities							
Greenway WTP (ROW maint & litter)	74,833	12	\$2,573.00	\$30,876.00	\$2,573.00	\$30,876.00	\$0.00
Greenway WTP (interior trimming, mnt, weeds)	501,682	12	included	included	included	included	
Greenway WTP (canal exterior trimming & mnt)	17,215	12	as-needed	as-needed	as-needed	as-needed	
Beardsley WWTP (interior weeds & spraying - dirt areas)	166,128	12	\$1,853.45	\$22,241.40	\$1,853.45	\$22,241.40	\$0.00
Beardsley WWTP (interior trimming & mnt - landscaped areas)	13,654	12	included	included	included	included	
Jomax (interior weed control, quarterly spot spraying, semi-annual pre-emergent)	397,109	12	\$931.00	\$11,172.00	\$931.00	\$11,172.00	\$0.00
Jomax (exterior weed control, quarterly spot spraying, semi-annual pre-emergent)	181,743	12	included	included	included	included	
Butler WRF (interior trimming & mnt - front area)	268,331	12	\$1,833.50	\$22,002.00	\$1,833.50	\$22,002.00	\$0.00
Butler IPS (interior)	22,270	12	\$475.00	\$5,700.00	\$475.00	\$5,700.00	\$0.00
Butler IPS (ROW mnt & litter)	14,411	12	included	included	included	included	
Quintero TP (interior)	12,086	12	\$300.00	\$3,600.00	\$300.00	\$3,600.00	\$0.00
Total - Utilities	1,669,462		\$7,965.95	\$95,591.40	\$7,965.95	\$95,591.40	\$0.00
Contract Grand Total	3,382,824		\$29,088.80	\$349,065.60	\$29,468.80	\$353,625.60	\$4,560.00

Contract Summary

Original Contract	\$202,728.00
Amd1	\$0.00
Amd2	\$47,712.00
Amd3	\$21,936.00
Amd4	\$19,140.00
Amd5	\$67,056.00
Amd6	\$13,812.00
Amd7	(\$23,318.40)
Amd8	\$4,560.00
New Total	\$353,625.60

ORIGINAL



**CONTRACT AMENDMENT
Change Order**

**Materials Management
Procurement**
9875 N. 85th Ave.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118
Buyer: **Christine Finney**

Solicitation No.: P06-0059 Page 1 of 2

Amendment No.: Nine (9) Date: May 24, 2010

Project No.: Original Agreement Date: June 8, 2006
Project Description: Landscape Maintenance Expiration Date: June 30, 2011
Change Order Type: Owner Initiated Errors & Omissions Unknown Conditions

The changes as shown on the attached sheet are hereby made to the contract.

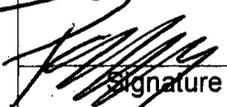
Contract Price Change:

Original Contract Price:	\$202,728.00
Total of previous change orders:	\$155,844.00
Original contract price plus previous change order(s):	\$372,384.00
The contract price due to this change order will be increased/decreased by:	\$(113,919.00)
The new contract price including this change order will be:	\$239,706.60

Contract Time Change:

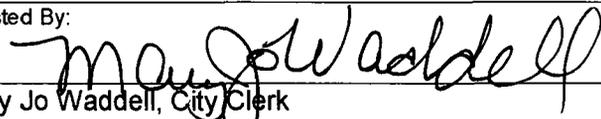
The contract time will be increased by N/A days.
The new date for completion of all work will be N/A

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

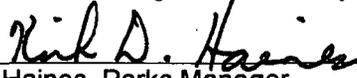
	6-10-10	Paul Tripp Production Manager	The Groundskeeper
Signature	Date	Typed Name and Title	Company Name

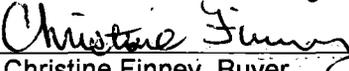
620 N. Golden Key St.	Gilbert	Arizona	85233
Address	City	State	Zip Code

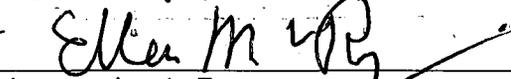
Attested By:


Mary Jo Waddell, City Clerk

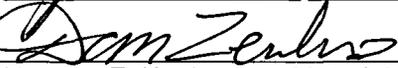

J.P. de la Montaigne, Community Services Director


Kirk Haines, Parks Manager


Christine Finney, Buyer
Ellen Van Riper, Assistant City Attorney


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

The above referenced Contract Amendment is hereby Executed
June 21, 2010, at Peoria, Arizona


Herman F. Koebergen, Materials Manager



City Seal
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Official File

L CON 051061



CONTRACT AMENDMENT

Change Order Summary Sheet

**Materials Management
Procurement**
8314 W. Cinnabar Ave.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118

Solicitation No.: P06-0059 Page 2 of 2
Amendment No.: Nine (9) Date: May 24, 2010

Buyer: **Christine Finney**

Prepared By: Christine Finney
Project Description: Landscape Maintenance

Intent: This form is to be utilized to summarize the key changes on the attached change order(s). Please use common description to condense the essential or main points of the changes(s) and the dollars associated with each of those changes.

- I. In accordance with the Special Terms and Conditions, Contract Extension, the contract **shall expire on June 8, 2010 and is hereby extended through June 30, 2011.** (LAST EXTENSION)
- II. City Hall Campus maintenance will be reduced in staff and the price is also reduced by (\$2,177.25) monthly.
- III. The Theater, Monument Plaza, Municipal Operations Center & Sunrise Mountain Library (Lake Pleasant Parkway) are removed from the contract resulting in a reduction of (\$3,093.75) monthly.
- IV. All Fire Station Locations are removed from the contract resulting in a reduction of (\$3,472.25) monthly.
- V. Retention Basins are reduced by (\$750.00) monthly.
- VI. Utilities Locations – No changes.
- VII. As a result of the changes indicated above, the contract price is reduced by (\$9,493.25) monthly or (\$113,919.00) annually.
- VIII. Rates for one time clean-up or service will have the following rate structure which includes labor, equipment, dump fees and chemicals and is based on providing a 3 person crew by the hour.

Crew Leader with crew	\$90.00 per hour
Irrigation tech	\$48.00 per hour plus parts need for repair
Chemical applicator	\$80.00 per hour including chemicals
- IX. The attached Revised Price Sheet replaces all previous Price Sheets.

Contract Summary:

Original Contract	\$ 202,728.00
Amendment 1 (Extension#1 only)	\$ 0.00
Amendment 2 (Added Location 5 Utilities)	\$ 47,712.00
Amendment 3 (Added Location 6 DCSB)	\$ 21,936.00
Amendment 4 (Extension#2 & Adding Locations 7,8 & 9)	\$ 19,140.00
Amendment 5 (Adding to Location 5 Utilities)	\$ 67,056.00
Amendment 6 (Adding to Fire Stations)	\$ 13,812.00
Amendment 7 (Extension & Price Reduction)	\$ (23,318.40)
Amendment 8 (Price Correction)	\$ 4,560.00
Amendment 9 (Final Extension, Service & Price Reduction)	\$ (113,919.00)
Contract Total (Annually) to date	\$ 239,706.60

- X. **The above referenced changes shall become effective July 1, 2010.**

All other provisions of this contract shall remain in their entirety



P06-0059
Landscape Maintenance
Contract Pricing Summary

	OLD SQ. FT.	NEW SQ. FT.	QTY	OLD MONTHLY	OLD ANNUALLY	NEW MONTHLY	NEW ANNUALLY	CHANGE
City Hall Campus								
City Hall	420,000	696,000	12	\$7,514.50	\$90,174.00	\$7,073.85	\$84,886.20	reduced
Annex	40,000			included	included	included	included	
PSAB	135,000			included	included	included	included	
DCSB	101,000			\$1,736.60	\$20,839.20	included	included	
Theater	41,000	0	12	\$755.25	\$9,063.00	\$0.00	\$0.00	removed
Monument Plaza on Grand	40,000	0	12	\$427.50	\$5,130.00	\$0.00	\$0.00	removed
Municipal Operations Center	40,000	0	12	\$806.00	\$9,672.00	\$0.00	\$0.00	removed
Sunrise Mountain Library (Lake Pleasant Pkwy)	40,000	0	12	\$1,105.00	\$13,260.00	\$0.00	\$0.00	removed
Subtotal	857,000	696,000		\$12,344.85	\$148,138.20	\$7,073.85	\$84,886.20	
Fire Stations								
1	104,713	0	12	\$758.10	\$9,097.20			removed
2	29,348	0	12	\$377.15	\$4,525.80			removed
3	29,958	0	12	\$345.80	\$4,149.60			removed
4	25,429	0	12	\$273.60	\$3,283.20			removed
5	56,191	0	12	\$624.15	\$7,489.80			removed
6	40,000	0	12	\$561.45	\$6,737.40			removed
7	40,000	0	12	\$532.00	\$6,384.00			removed
Subtotal	325,639	0		\$3,472.25	\$41,667.00			
Retention Basins								
BN01 - 85 th & Grovers - No Turf	24,791	24,791	12	\$307.80	\$3,693.60	\$214.05	\$2,568.60	reduced
BN18 - 85 th & Wethersfield - No Turf	18,362	18,362	12	\$227.05	\$2,724.60	\$133.30	\$1,599.60	reduced
BN19 - 83rd & Bloomfield - No Turf	21,554	21,554	12	\$234.65	\$2,815.80	\$140.90	\$1,690.80	reduced
BN21 - Windrose/87th - Turf	62,111	62,111	12	\$649.80	\$7,797.60	\$649.80	\$7,797.60	reduced
BN22 - 79 th /Port au Prince/Country Gables - Turf	110,685	110,685	12	\$900.60	\$10,807.20	\$900.60	\$10,807.20	reduced
BN24 - 108 th & Northern - No Turf	35,936	35,936	12	\$351.50	\$4,218.00	\$257.75	\$3,093.00	reduced
BN25 - Yucca/88th - Turf	112,231	112,231	12	\$1,095.35	\$13,144.20	\$1,095.35	\$13,144.20	reduced
BN29 - 77 th & Mountain View - No Turf	46,385	46,385	12	\$418.95	\$5,027.40	\$325.20	\$3,902.40	reduced
BN35 - 75 th & Eva - No Turf	48,226	48,226	12	\$449.35	\$5,392.20	\$355.60	\$4,267.20	reduced
BN36 - 76th & Sunnyside - Turf	25,442	25,442	12	\$338.20	\$4,058.40	\$338.20	\$4,058.40	reduced
BN38 - 83rd & Shangri La - No Turf	10,000	10,000	12	\$118.75	\$1,425.00	\$25.00	\$300.00	reduced
BN39 - 82nd & Shangri La - No Turf	15,000	15,000	12	\$213.75	\$2,565.00	\$120.00	\$1,440.00	reduced
BN - 115th Alignment			12	\$380.00	\$4,560.00	\$380.00	\$4,560.00	reduced
Subtotal	530,723	530,723		\$5,685.75	\$68,229.00	\$4,935.75	\$59,229.00	
Total - City Hall Campus and Basins	1,713,362	1,226,723		\$21,502.85	\$258,034.20	\$12,009.60	\$144,115.20	
Utilities								
Greenway WTP (ROW maint & litter)	74,833	74,833	12	\$2,573.00	\$30,876.00	\$2,573.00	\$30,876.00	
Greenway WTP (interior trimming, mnt, weeds)	501,682	501,682	12	included	included	included	included	
Greenway WTP (canal exterior trimming & mnt)	17,215	17,215	12	as-needed	as-needed	as-needed	as-needed	
Beardsley WWTP (interior weeds & spraying - dirt areas)	166,128	166,128	12	\$1,853.45	\$22,241.40	\$1,853.45	\$22,241.40	
Beardsley WWTP (interior trimming & mnt - landscaped areas)	13,654	13,654	12	included	included	included	included	
Jomax (interior weed control, quarterly spot spraying, semi-annual pre-emergent)	397,109	397,109	12	\$931.00	\$11,172.00	\$931.00	\$11,172.00	
Jomax (exterior weed control, quarterly spot spraying, semi-annual pre-emergent)	181,743	181,743	12	included	included	included	included	
Butler WRF (interior trimming & mnt - front area)	268,331	268,331	12	\$1,833.50	\$22,002.00	\$1,833.50	\$22,002.00	
Butler IPS (interior)	22,270	22,270	12	\$475.00	\$5,700.00	\$475.00	\$5,700.00	
Butler IPS (ROW mnt & litter)	14,411	14,411	12	included	included	included	included	
Quintero TP (interior)	12,086	12,086	12	\$300.00	\$3,600.00	\$300.00	\$3,600.00	
Total - Utilities	1,669,462	1,669,462		\$7,965.95	\$95,591.40	\$7,965.95	\$95,591.40	
Contract Grand Total	3,382,824	2,896,185		\$29,468.80	\$353,625.60	\$19,975.55	\$239,706.60	



CONTRACT AMENDMENT

Materials Management Procurement

9875 N. 85th Ave.
Peoria, AZ 85345

Telephone: (623) 773-7115
Fax: (623) 773-7118

Buyer: Christine Finney, CPPB

Solicitation No: **P06-0059** Page 1 of 1
Description: Landscape Maintenance
Amendment No: Ten (10) Date: 05/03/11

In accordance with Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on **June 30, 2011**. The contract is being extended on a month to month basis, not to exceed six (6) months, or until a new contract can be awarded.

Nothing Further

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

Paul Tripp

The Groundskeeper

Signature

Date

Typed Name and Title

Company Name

620 N. Golden Key St.

Gilbert

AZ

85233

Address

City

State

Zip Code

Attested by:

Wanda Nelson, City Clerk

Jeff Tyrfe, Interim Community Services Director

Kirk Haines, Parks Manager Erik Wilson

Christine Finney, Buyer II

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

Ellen Van Riper, Assistant City Attorney

The above referenced Contract Amendment is hereby Executed

May 26 2011, at Peoria, Arizona.

Herman F. Koebergen, Materials Manager



City Seal

CC Number

LCON05106J

Contract Number:

Official File

for L CON 05106J