

CITY CLERK ORIGINAL

C-10036
06/09/2015

AGREEMENT FOR LANDSCAPE MAINTENANCE SERVICES City of Glendale Solicitation No. RFP 15-26

This Agreement for Landscape Maintenance Services ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and Environmental Earthscapes, Inc., dba The Groundskeeper, an Arizona corporation, authorized to do business in Arizona, (the "Contractor"), as of the 9th day of June, 2015.

RECITALS

- A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, pursuant to Solicitation No. RFP 15-26 (the "Project");
- B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project attached hereto;
- C. City and Contractor desire to memorialize their agreement with this document.

AGREEMENT

In consideration of the Recitals, which are confirmed as true and correct and incorporated by this reference, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, City and Contractor agree as follows:

1. Key Personnel; Sub-contractors.

- 1.1 Services. Contractor will provide all services necessary to assure the Project is completed timely and efficiently consistent with Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other contractors or consultants, retained by City.
- 1.2 Project Team.
 - a. Project Manager.
 - (1) Contractor will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's option, complete the Project and handle all aspects of the Project such that the work produced by Contractor is consistent with applicable standards as detailed in this Agreement;
 - (2) The City must approve the designated Project Manager; and
 - (3) To assure the Project schedule is met, Project Manager may be required to devote no less than a specific amount of time as set out in Exhibit A.
 - b. Project Team.
 - (1) The Project Manager and all other employees assigned to the project by Contractor will comprise the "Project Team."
 - (2) Project Manager will have responsibility for and will supervise all other employees assigned to the Project by Contractor.
 - c. Discharge, Reassign, Replacement.
 - (1) Contractor acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in the response to the Project's solicitation.

- (2) Contractor will not discharge, reassign or replace or diminish the responsibilities of any of the employees assigned to the Project who have been approved by City without City's prior written consent unless that person leaves the employment of Contractor, in which event the substitute must first be approved in writing by City.
- (3) Contractor will change any of the members of the Project Team at the City's request if an employee's performance does not equal or exceed the level of competence that the City may reasonably expect of a person performing those duties or if the acts or omissions of that person are detrimental to the development of the Project.

d. Sub-contractors.

- (1) Contractor may engage specific technical contractor (each a "Sub-contractor") to furnish certain service functions.
- (2) Contractor will remain fully responsible for Sub-contractor's services.
- (3) Sub-contractors must be approved by the City, unless the Sub-contractor was previously mentioned in the response to the solicitation.
- (4) Contractor shall certify by letter that contracts with Sub-contractors have been executed incorporating requirements and standards as set forth in this Agreement.

2. **Schedule.** The services will be undertaken in a manner that ensures the Project is completed timely and efficiently in accordance with the Project.

3. **Contractor's Work.**

3.1 Standard. Contractor must perform services in accordance with the standards of due diligence, care, and quality prevailing among contractors having substantial experience with the successful furnishing of services for projects that are equivalent in size, scope, quality, and other criteria under the Project and identified in this Agreement.

3.2 Licensing. Contractor warrants that:

- a. Contractor and Sub-contractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of services ("Approvals"); and
- b. Neither Contractor nor any Sub-contractor has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").
 - (1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments or to examine Contractor's contracting ability.
 - (2) Contractor must notify City immediately if any Approvals or Debarment changes during the Agreement's duration and the failure of the Contractor to notify City as required will constitute a material default under the Agreement.

3.3 Compliance. Services will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, and other standards and criteria designated by City.

Contractor must not discriminate against any employee or applicant for employment on the basis race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

3.4 Coordination; Interaction.

- a. For projects that the City believes requires the coordination of various professional services, Contractor will work in close consultation with City to proactively interact with any other professionals retained by City on the Project ("Coordinating Project Professionals").
- b. Subject to any limitations expressly stated in the Project Budget, Contractor will meet to review the Project, Schedule, Project Budget, and in-progress work with Coordinating Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.
- c. For projects not involving Coordinating Project Professionals, Contractor will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

3.5 Work Product.

- a. Ownership. Upon receipt of payment for services furnished, Contractor grants to City, and will cause its Sub-contractors to grant to the City, the exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.*, and other intellectual work product as may be applicable ("Work Product").
 - (1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.
 - (2) Contractor warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.
- b. Delivery. Contractor will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.
- c. City Use.
 - (1) City may reuse the Work Product at its sole discretion.
 - (2) In the event the Work Product is used for another project without further consultations with Contractor, the City agrees to indemnify and hold Contractor harmless from any claim arising out of the Work Product.
 - (3) In such case, City shall also remove any seal and title block from the Work Product.

4. **Compensation for the Project.**

- 4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed \$48,096 per fiscal year, or a maximum of \$240,480, over five (5) years, as specifically detailed in **Exhibit B** (the "Compensation").
- 4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated scope of services as outlined in the Project is significantly modified.
 - a. Adjustments to the Compensation require a written amendment to this Agreement and may require City Council approval.
 - b. Additional services which are outside the scope of the Project contained in this Agreement may not be performed by the Contractor without prior written authorization from the City.
 - c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in

the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.

5. Billings and Payment.

5.1 Applications.

- a. Contractor will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.
- b. The period covered by each Payment Application will be one calendar month ending on the last day of the month or as specified in the solicitation.

5.2 Payment.

- a. After a full and complete Payment Application is received, City will process and remit payment within 30 days.
- b. Payment may be subject to or conditioned upon City's receipt of:
 - (1) Completed work generated by Contractor and its Sub-contractors; and
 - (2) Unconditional waivers and releases on final payment from Sub-contractors as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

5.3 Review and Withholding. City's Project Manager will timely review and certify Payment Applications.

- a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.
- b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

6. Termination.

6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than 30 days following the date of delivery.

- a. Contractor will be equitably compensated for Goods or Services furnished prior to receipt of the termination notice and for reasonable costs incurred.
- b. Contractor will also be similarly compensated for any approved effort expended and approved costs incurred that are directly associated with project closeout and delivery of the required items to the City.

6.2 For Cause. City may terminate this Agreement for cause if Contractor fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

- a. Contractor will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Contractor for Service and Repair furnished, City will pay the amount due to Contractor, less City's damages, in accordance with the provision of § 5.
- b. If City's direct damages exceed amounts otherwise due to Contractor, Contractor must pay the difference to City immediately upon demand; however, Contractor will not be subject to consequential damages of more than \$1,000,000 or the amount of this Agreement, whichever is greater.

7. **Conflict.** Contractor acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.

8. **Insurance.**

8.1 **Requirements.** Contractor must obtain and maintain the following insurance ("Required Insurance"):

- a. Contractor and Sub-contractors. Contractor, and each Sub-contractor performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively referred to herein as the "Contractor's Policies"), until each Party's obligations under this Agreement are completed.
- b. General Liability.
 - (1) Contractor must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate for each property damage and contractual property damage.
 - (2) Sub-contractors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least \$1,000,000 per occurrence.
 - (3) This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, XCU hazards if requested by the City, and a separation of insurance provision.
 - (4) These limits may be met through a combination of primary and excess liability coverage.
- c. Auto. A business auto policy providing a liability limit of at least \$1,000,000 per accident for Contractor and \$1,000,000 per accident for Sub-contractors and covering owned, non-owned and hired automobiles.
- d. Workers' Compensation and Employer's Liability. A workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.
- e. Notice of Changes. Contractor's Policies must provide for not less than 30 days' advance written notice to City Representative of:
 - (1) Cancellation or termination of Contractor or Sub-contractor's Policies;
 - (2) Reduction of the coverage limits of any of Contractor or and Sub-contractor's Policies; and
 - (3) Any other material modification of Contractor or Sub-contractor's Policies related to this Agreement.
- f. Certificates of Insurance.
 - (1) Within 10 business days after the execution of the Agreement, Contractor must deliver to City Representative certificates of insurance for each of Contractor and Sub-contractor's Policies, which will confirm the existence or issuance of Contractor and Sub-contractor's Policies in accordance with the provisions of this section, and copies of the endorsements of Contractor and Sub-contractor's Policies in accordance with the provisions of this section.
 - (2) City is and will be under no obligation either to ascertain or confirm the existence or issuance of Contractor and Sub-contractor's Policies, or to examine Contractor and Sub-contractor's Policies, or to inform Contractor or Sub-contractor in the event that any coverage does not comply with the requirements of this section.

- (3) Contractor's failure to secure and maintain Contractor Policies and to assure Sub-contractor policies as required will constitute a material default under the Agreement.
- g. Other Contractors or Vendors.
 - (1) Other contractors or vendors that may be contracted with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular contract.
 - (2) This insurance coverage must comply with the requirements set forth above for Contractor's Policies (e.g., the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance).
- h. Policies. Except with respect to workers' compensation and employer's liability coverages, City must be named and properly endorsed as additional insureds on all liability policies required by this section.
 - (1) The coverage extended to additional insureds must be primary and must not contribute with any insurance or self insurance policies or programs maintained by the additional insureds.
 - (2) All insurance policies obtained pursuant to this section must be with companies legally authorized to do business in the State of Arizona and reasonably acceptable to all parties.

8.2 Sub-contractors.

- a. Contractor must also cause its Sub-contractors to obtain and maintain the Required Insurance.
- b. City may consider waiving these insurance requirements for a specific Sub-contractor if City is satisfied the amounts required are not commercially available to the Sub-contractor and the insurance the Sub-contractor does have is appropriate for the Sub-contractor's work under this Agreement.
- c. Contractor and Sub-contractors must provide to the City proof of the Required Insurance whenever requested.

8.3 Indemnification.

- a. To the fullest extent permitted by law, Contractor must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties"), for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense"; collectively, "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Contractor) and that arises out of or results from the breach of this Agreement by the Contractor or the Contractor's negligent actions, errors or omissions (including any Sub-contractor or other person or firm employed by Contractor), whether sustained before or after completion of the Project.
- b. This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Contractor shall be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Contractor or of any person or entity for whom Contractor is responsible.

- c. Contractor is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

9. Immigration Law Compliance.

- 9.1 Contractor, and on behalf of any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.
- 9.2 Any breach of warranty under subsection 9.1 above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.
- 9.3 City retains the legal right to inspect the papers of any Contractor or subcontractor employee who performs work under this Agreement to ensure that the Contractor or any subcontractor is compliant with the warranty under subsection 9.1 above.
- 9.4 City may conduct random inspections, and upon request of City, Contractor shall provide copies of papers and records of Contractor demonstrating continued compliance with the warranty under subsection 9.1 above. Contractor agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this section.
- 9.5 Contractor agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon Contractor and expressly accrue those obligations directly to the benefit of the City. Contractor also agrees to require any subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.
- 9.6 Contractor's warranty and obligations under this section to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.
- 9.7 The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

10. Notices.

- 10.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:
 - a. The Notice is in writing; and
 - b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested); and
 - c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:
 - (1) Received on a business day, or before 5:00 p.m., at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service on or before 5:00 p.m.; or
 - (2) As of the next business day after receipt, if received after 5:00 p.m.
 - d. The burden of proof of the place and time of delivery is upon the Party giving the Notice; and
 - e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

10.2 Representatives.

- a. Contractor. Contractor's representative (the "Contractor's Representative") authorized to act on Contractor's behalf with respect to the Project, and his or her address for Notice delivery is:

Environmental Earthscapes, Inc., dba The Groundskeeper
c/o Paul Tripp
620 North Golden Key
Gilbert, AZ 85233

- b. City. City's representative ("City's Representative") authorized to act on City's behalf, and his or her address for Notice delivery is:

City of Glendale
c/o Max Morales
6210 West Myrtle Avenue
Glendale, Arizona 85301
623-930-2671

With required copy to:

City Manager
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

City Attorney
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

- c. Concurrent Notices.

- (1) All notices to City's representative must be given concurrently to City Manager and City Attorney.
- (2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by City Manager and City Attorney.
- (3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Contractor identifying the designee(s) and their respective addresses for notices.

- d. Changes. Contractor or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

11. Financing Assignment. City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the Project.

12. Entire Agreement; Survival; Counterparts; Signatures.

12.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and Contractor and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.

- a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
- b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.
- c. The solicitation, any addendums and the response submitted by the Contractor are incorporated into this Agreement as if attached hereto. Any Contractor response modifies the original solicitation as stated. Inconsistencies between the solicitation, any addendums

and the response or any excerpts attached as Exhibit A and this Agreement will be resolved by the terms and conditions stated in this Agreement.

12.2 Interpretation.

- a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.
- b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.
- c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

12.3 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.

12.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval. Electronic signature blocks do not constitute execution.

12.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.

12.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be deemed reformed to conform to applicable law.

12.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

13. **Term.** The term of this Agreement commences upon the effective date and continues for a two (2)-year initial period. The City may, at its option and with the approval of the Contractor, extend the term of this Agreement an additional three (3) years, renewable on an annual basis. Contractor will be notified in writing by the City of its intent to extend the Agreement period at least 30 calendar days prior to the expiration of the original or any renewal Agreement period. Price adjustments will only be reviewed during the Agreement renewal period and will be a determining factor for renewal. There are no automatic renewals of this Agreement.

14. **Dispute Resolution.** Each claim, controversy and dispute (each a "Dispute") between Contractor and City will be resolved in accordance with Exhibit C. The final determination will be made by the City.

15. **Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

Exhibit A	Project
Exhibit B	Compensation
Exhibit C	Dispute Resolution

(Signatures appear on the following page.)

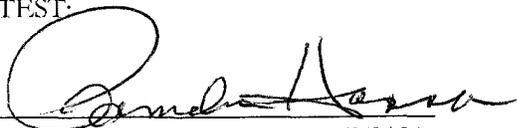
The parties enter into this Agreement as of the effective date shown above.

City of Glendale,
an Arizona municipal corporation



By: Richard A. Bowers
Its: Acting City Manager

ATTEST:



City Clerk

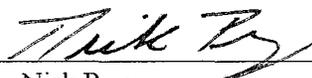
(SEAL)

APPROVED AS TO FORM:



City Attorney

Environmental Earthscapes, Inc., dba The
Groundskeeper, an Arizona corporation



By: Nick Perez
Its: Acting Branch Manager

EXHIBIT A
LANDSCAPE MAINTENANCE SERVICES
PROJECT

[See attached]



CITY OF GLENDALE MATERIALS MANAGEMENT REQUEST FOR PROPOSAL

SOLICITATION NUMBER: RFP 15-26
DESCRIPTION: LANDSCAPE MAINTENANCE SERVICES
OFFER DUE DATE AND TIME: FEBRUARY 12, 2015, AT 2:00 P.M. LOCAL TIME
PRE-OFFER CONFERENCE: FEBRUARY 4, 2015, 2:00 P.M.

A pre-offer conference will be held at City of Glendale, 5850 W. Glendale Avenue – Municipal Building, Third Floor, Conference Room 3A, Glendale, AZ 85301 at 2:00 P.M. local time.

Proposals must be in the actual possession of Materials Management on or prior to the time and date, and at the location indicated below. Materials Management is located on the third floor of the Glendale Municipal Office Complex (City Hall) behind the Engineering Department. Proposals are accepted from the hours of **8:00 a.m. and 5:00 p.m.**, Monday through Friday, unless otherwise indicated for a holiday. All proposals will be time stamped at the Engineering Department's front counter. Late proposals will not be considered.

Offer Opening and Submittal Location: City of Glendale
Attn: Materials Management
5850 W. Glendale Avenue, Suite 317
Glendale, Arizona 85301

Proposals must be submitted in a sealed envelope with the Solicitation Number and the Offeror's name and address clearly indicated on the envelope. See Section 4 for additional instructions for preparing an offer.

Proposals shall be opened publicly at the time, place and location designated on this page. Only the name of each Offeror shall be publicly read and recorded. All other information contained in the proposals shall be confidential so as to avoid disclosure of contents prejudicial to competing Offeror's.

OFFEROR'S ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

For questions regarding this solicitation contact:

Connie Schneider, C.P.M.
Purchasing & Materials Management
623-930-2868
CSchneider@glendaleaz.com

CITY OF GLENDALE
Materials Management
Solicitation Number: RFP 15-26
LANDSCAPE MAINTENANCE SERVICES

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CITY OF GLENDALE
Materials Management
Solicitation Number: RFP 15-26
LANDSCAPE MAINTENANCE SERVICES

1. OVERVIEW

1.1 BACKGROUND

The City of Glendale (City) currently uses multiple contracts that cover landscaping services throughout the City. The City is combining two departmental areas that have ongoing landscaping needs in multiple locations. The departments include Rights-of-Way (ROW) and Glendale Community Housing (GCH) or Area of Service (AOS). The specific locations for these services are detailed below.

Name of AOS	Locations	
ROW	1) Union Hills Road from 67th Avenue to 75th Avenue	
	2) 75th Avenue and Union Hills to Beardsley (Does not include 1st Median south of Beardsley.)	
	3) 67th and Union Hills to Beardsley	
GCH		Number of Units
Glendale Homes	5215 W. Ocotillo Road Glendale, AZ 85301	70
Lamar Homes and Administrative office	6842 W. Lamar Road Glendale, AZ 85301	51
Cholla Vista Apartments	5320 W. Maryland Avenue Glendale, AZ 85301	34

1.2 PURPOSE

The City of Glendale (City) is soliciting proposals from qualified individuals to provide landscape maintenance services described herein. The primary emphasis of the solicitation is to implement and ensure the City has quality lawn care and a landscaping maintenance program provided by one or more experienced and qualified Contractor(s). Services shall be for ongoing landscaping needs. Below is a listing for the City AOS along with the City AOS Contact pertaining to those area(s):

1.3 AREAS OF SERVICE (AOS):

Dept.	Area of Service (AOS)	AOS City Contact & Title	Address	Phone	Email
GCH	Glendale Community Housing	Fred Abraham Maintenance Supervisor	6842 N. 61st Ave. Glendale, AZ 85301	623-930-3707	Fabraham@glendaleaz.com
ROW	Rights-of-Way	Eddie Sandoval Contract Manager	6210 W. Myrtle Glendale, AZ 85301	623-930-2639	ESandoval@Glendaleaz.com

CITY OF GLENDALE
Materials Management
Solicitation Number: RFP 15-26
LANDSCAPE MAINTENANCE SERVICES

1.4 DEFINITION OF TERMS

- 1.4.1 **Arrowhead Ranch** - Arrowhead Ranch Amenities, Inc. is a non-profit corporation that governs the usage of effluent water usage for the Arrowhead Ranch area.
- 1.4.2 **Litter** – Organic plant material including leaves, limbs, twigs, animal feces, etc.
- 1.4.3 **MSDS** - Material Safety Data Sheet.
- 1.4.4 **Policing/Cleaning** – Act of removing all manmade trash from contracted rights-of-way areas.
- 1.4.5 **Rights-of-Way (ROW)** – City easements between curb, sidewalks, and residential walls. Includes contracted shoulders, bike and pedestrian paths, and medians.
- 1.4.6 **SASPCC** – State of Arizona Structural Pest Control Commission.
- 1.4.7 **Trash** – All man-made material including paper, cardboard, bottles, broken glass, cans, etc.
- 1.4.8 **Weeding Out** – Process of mechanically removing weeds.

CITY OF GLENDALE
Materials Management
Solicitation Number: RFP 15-26
LANDSCAPE MAINTENANCE SERVICES

SPECIFICATIONS

2 SCOPE OF SERVICES – Contractor shall provide Landscaping Maintenance services as requested by the City. All services performed shall be per a scheduled timeline as defined by the City AOS contact, or on an as needed basis.

2.1 GENERAL LANDSCAPING REQUIREMENTS –Contractor shall:

- 2.1.1** Furnish all supervision, labor, materials, tools, supplies, fertilizers, herbicides, post and pre-emergent, equipment, any incidentals, vehicles necessary to provide landscape maintenance; and incidental and customary work necessary to fully and adequately provide landscape maintenance services;
- 2.1.2** Provide services that include, but not limited to, sidewalks, bridle paths, shoulders, right of way, bike and pedestrian paths, medians, around building foundations and HVAC units;
- 2.1.3** Perform all work during daylight hours. No work will be performed on weekends without prior approval from the City AOS Contact;
- 2.1.4** Use only chemicals registered and approved by the Environmental Protection Agency;
- 2.1.5** Provide materials, techniques and processes that comply with Federal, State, local laws, regulations, standards and ordinances pertaining to health, safety and environmental protection;
- 2.1.6** Maintain a local office with contact availability during normal working hours of Monday through Friday, 8am to 5pm;
- 2.1.7** Not disturb posted political signs while performing services under this Contract;
- 2.1.8** Accomplished all work with a minimum of traffic interruption or pedestrian impediment;
- 2.1.9** Not allow any person that is not an employee in the work area unless prior approval is given by the City AOS Contact; and
- 2.1.10** Ensure all its employees have a legal right to work.

2.2 IRRIGATION REQUIREMENTS – Contractor shall:

- 2.2.1** Maintain irrigation system from the valve out. Bleeding the valve is not permitted;
- 2.2.2** Coordinate an appropriate water cycle with the ROW Contact or representative;
- 2.2.3** Adjust sprinkler heads to achieve maximum coverage and minimum overspray;
- 2.2.4** Meet **Arrowhead Ranch** amenities allocations;
- 2.2.5** Visually inspect the irrigation system each week for proper operation and provide notification of such to the City AOS Contact; Inspection includes the furnishing of all labor and parts to replace missing emitters and bubblers;
- 2.2.6** Plug all emitters not delivering water to plant material at the Contractor's expense;
- 2.2.7** Program clocks to City specifications. If timing adjustments are required, Contractor shall notify AOS contact or representative in writing where and when adjustments are needed;
- 2.2.8** Manually turn irrigation systems on if battery controller is removed for repair;

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- 2.2.9 Repair control valves and control clocks on irrigation system at the direction of the City AOS Contact or representative. Raise valve boxes to the level of the ground surface if needed when directed by the City AOS Contact or representative;
- 2.2.10 Complete all repairs within 48 hours of identifying areas in need of repair;
- 2.2.11 Test all spray heads after each mowing; and
- 2.2.12 Water by hand or use any other means in accordance with plant and vegetation needs; if an irrigation system is out of service due to Contractor's neglect.

2.3 PLANT MATERIAL (TREES, SHRUBS, & GROWDCOVERS) – Contractor shall:

- 2.3.1 Prune all shrubs and ground covers limited to symmetrical (rounded) shapes;
- 2.3.2 Trim all shrubs to a tapered base so as not to allow accumulation of debris at the base of shrub;
- 2.3.3 Prune / trim to include the containment of vegetative growth four inches (4") to the inside of the curb line;
- 2.3.4 Remove dead, dying, diseased and broke portions of each plant;
- 2.3.5 Perform pruning in such a way that plant material does not create a visibility obstruction to vehicular traffic;
- 2.3.6 Not blow or rake landscaping debris into street or parking lot;
- 2.3.7 Shall limit tree pruning to skirting, keeping tree branches out of street at a minimum of thirteen feet (13') high horizontal clearances, out of pedestrian walkways and view corridors at a minimum of eight feet (8') high vertical clearances; and
- 2.3.8 Remove all tree suckers and water sprouts.
- 2.3.9 Prune up to eighty (80) trees located at **GCH facilities ONLY** on an annual basis. This would include deciduous and evergreen, and exclude all palms.

2.4 TURF MAINTENANCE (INCLUDES EDGING AND WEEDING) – Contractor shall:

- 2.4.1 Ensure mowing areas are clean and free of all debris (paper, stones, bottles, tree limbs, etc.);
- 2.4.2 Mow Bermuda and Rye grass during their growing seasons once a week;
- 2.4.3 Perform mowing and edging together on the same day and shall be scheduled in accordance with irrigation schedules;
- 2.4.4 Apply post emergent as necessary to keep areas weed free at full label directed rate;
- 2.4.5 Ensure care is given to control dust while mowing for compliance with Maricopa County Environmental Services Department Air Quality Division regulations;
- 2.4.6 Ensure that mowing height of turf does not exceed 2 ½ inches;
- 2.4.7 Ensure mowing equipment operates at optimum speed to produce clean cutting results;
- 2.4.8 Equip all mowers with skirt guards;
- 2.4.9 Remove mowed clippings from property and dispose properly;
- 2.4.10 Edge turf with a mechanical edger along walkways, curbs and headers to maintain a neat appearance and ensure proper coverage and operation of sprinkler heads;
- 2.4.11 Inform the City AOS contact of delays in schedule due to excessive ground moisture, standing water, etc.;

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- 2.4.12 Provide an alternate schedule when delays in mowing occur; and
- 2.4.13 Keep all contracted areas, including adjacent sidewalks and curbs, and bull noses as applicable, free of weeds and grasses;
- 2.4.14 Lower (scalp) Bermuda grass to ½ inch or less the last week of September; and
- 2.4.15 Rake, retrieve, remove, and dispose from the site all bare areas dressed with decomposed granite and bare ground areas. This includes the gathering and removal of all trash organic material (litter), as well as dog and horse feces and organic material that was not generated by the contract area.

2.5 TRASH/LITTER DISPOSAL – This Section excludes GCH Area of Service. Contractor shall:

- 2.5.1 Remove and dispose of all trash and litter handled and/or generated from contracted sites the same day in performance of the contract;
- 2.5.2 Fully cover all open bed trucks used for transporting of waste;
- 2.5.3 Dispose of all debris and any other matter removed from the contracted area in compliance with Federal, State, County and City regulations; and
- 2.5.4 Be solely responsible for any disposal fees (dumping charges) incurred;

2.6 PEST, DISEASED PLANTS AND INSECT CONTROL – This Section excludes GCH Area of Service. Contractor shall:

- 2.6.1 Have the knowledge to diagnose and recommend proper procedures to remediate any pest, insect infestations, and plant diseases;
- 2.6.2 Immediately inform the City AOS contact of any pest, insect infestations, and plant diseases;

2.7 SOIL / TURF CONDITIONING – Contractor shall:

- 2.7.1 Notify AOS at least two (2) weeks prior to the date of performing soil/turf conditioning such as turf fertilization, and chemical weed control;
- 2.7.2 Apply 3 times a year (Applications and associated rates must be approved by Contract Manager two weeks prior to application);
 - a. May – Ammonium sulfate at a rate of 1 pound per 1,000 square feet;
 - b. July – Urea at a rate of 1 pound per 1,000 square feet;
 - c. September - Phosphate at a rate of 1 pound per 1,000 square feet;
- 2.7.3 Apply Perennial Rye seed at the rate of 12-15 pound per 1,000 square feet over scalped areas in the month of September no later than one(1) day after scalping; and
- 2.7.4 Apply starter fertilizer and the area top dressed with mulch;

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2.8 PERFORMANCE SCHEDULE AND REQUIREMENTS – Exhibit A reflects the landscaping schedule and associated Contractor requirements.

2.8.1 Weekly Schedules of Service shall be submitted to AOS contact or representative no later than Wednesday 12:00 noon prior to the upcoming week; and

2.8.2 Skipping a scheduled weekly mowing without AOS contact approval will result in a deduction of \$250 from the Contractor invoice for that week and a first offense letter of non-compliance.

2.9 CONTRACTOR RESPONSIBILITIES – Failure to comply shall be sufficient grounds for non-payment and immediate termination of Contract. Contractor shall:

2.9.1 Monitor and inspect landscaping AOS weekly during daylight hours to ensure compliance;

2.9.2 Maintain landscaped areas with proper mechanical and chemical application as necessary to ensure contracted areas are free of weeds and unwanted grass;

2.9.3 Treat all unwanted grasses and weeds with appropriate herbicide prior to mechanical removal;

2.9.4 Be accountable for any material damaged as a result of his/her service;

2.9.5 Be accountable for the replacement of plants that die from lack of care, and inappropriate use of pesticides or chemicals;

2.9.6 Be accountable for insufficient watering; if Contractor caused disruption of water delivery system or did not notify Operations Coordinator or staff of irrigation problem;

2.9.7 Be responsible for the replacement of damage to, or destruction of, trees, shrubs, and groundcover resulting from performance or lack thereof in accomplishing the scope of the contract;

2.9.8 Not be responsible for damage to or destruction of plant material that is the result of vandalism or damage caused by others;

2.9.9 Be responsible for the re-staking, when needed, all trees that are staked at the beginning of the contract;

2.9.10 Submit a list of proposed chemicals complete with current Material Safety Data Sheet (MSDS), copies of chemical specimen labels for products used for contracted services, and specific application rates when requested;

2.9.11 Not waste water as wasting water is a violation of City Ordinance No. 1659, Chapter 30, Article 1, Section 30-4; and

2.9.12 Not use blowers on high pollution advisory days.

2.10 CITY RESPONSIBILITIES - Prior to commencement of work, the City AOS Contact shall:

2.10.1 Schedule a kick-off meeting with Contractor(s) and their Supervisor to discuss the operational plan for the contracted work. Discussions shall include:

- Walk-through contracted site(s);

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- Finalize Work Schedules with Contractor (shall include tasks, frequency of work, number of workers performing each task);
- 2.10.2** Monitor every facet of Services described and to be performed in the Scope of Work;
- 2.10.3** AOS Contact shall be available for questions and respond to issues raised by landscaping Contractor as needed; and
- 2.10.4** City shall furnish all water for the irrigation.

2.11 **CONTRACTOR COMPLIANCE/ NOTICE OF DEFICIENCY –**

2.11.1 Contractor shall be considered non-compliant and shall be provided notice of deficiency report, **Exhibit B**, based on the criteria listed below. Contractor shall have up two (2) days to resolve notice of deficiency. If Contractor receives more than three (3) documented notices in one calendar year, they may be terminated if any of the following items exists upon inspection:

2.11.1.1 Trees, shrubs or ground covers not pruned or pruned in an unacceptable manner (i.e. improper stubs, ripped or torn bark, etc.)

2.11.1.2 Litter and or trash still exists in areas that should have been removed;

2.11.1.3 Weeds still exist in areas;

2.11.1.4 Damage to trees and shrubs caused by mower and line trimmer

2.11.1.5 Turf not mowed as per contract specifications;

2.11.1.6 Turf areas are brown, yellow or devoid of turf (bare);

2.11.1.7 When damages to City property occurs as a result of Contractor's negligence, 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 Contractor.

2.11.1.8 In the event the Contractor's performance does not meet one or more of the performance standards described herein, the Contractor will be given written notice setting forth the deficiencies to be corrected by the City AOS contact(s).

2.11.1.9 In the event the Contractor has been notified of a deficiency and the deficiency is not corrected, the City may perform the services using city personnel or by a separate contract. The cost for follow-up inspections and of the services performed may be deducted from the Contractor's monthly invoice.

2.11.1.10 Failure to correct the deficiency within a reasonable timeframe may result in termination of the contract for default.

2.11.1.11 Revoked, terminated, surrendered, or lapse of Contractor's certification(s) required by the City (SASPCC, WCISA, ISA, for the Term of the Contract.

2.12 **SAFETY** – Contractor shall:

- 2.12.1** Use barricades and caution tape in areas under repair that are not constantly supervised by Contractor;

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- 2.12.2** Provide and maintain all barricades when approved by Area Operation Coordinator;
- 2.12.3** Not restrict travel lanes or sidewalks on arterial roadways between the hours of 6am-8:30am & 4pm-6pm;
- 2.12.4** Use city approved barricades, warning lights, and notices and in accordance with the latest edition of the “City of Phoenix Barricade Manual for Traffic Control” manual;
- 2.12.5** Utilize turn-bays or deceleration lanes when possible for temporary parking of vehicles and equipment. If this isn’t possible, Contractor shall pull vehicle completely off of roadway, and not on or across the sidewalk;
- 2.12.6** Use 28 inch cones to warn, and restrict traffic from entering area where equipment is stored;
- 2.12.7** Have appropriately licensed, insured, and clearly identified vehicles with a vehicle number, name of the company, and phone number on each side of the vehicle. Lettering shall be at least three (3) inches high and of proportionate width;
- 2.12.8** Use a barricade company that is certified in the city of Glendale to set and pick all lane restrictions that are longer than 45 minutes;
- 2.12.9** Use arrow boards when work groups are working in lanes of traffic, and may utilize a ‘rolling lane closure’ as long as vehicles aren’t stopped for longer than 30 minutes; and
- 2.12.10** All employees in work area must wear a Type II reflective vest.
- 2.13 LOCAL OFFICE** - Contractor shall maintain a local office with a competent contractor representative who can be contacted during normal business hours of Monday through Friday, 6:00am to 5:00pm. *(An electronic address, fax, and a mobile telephone number will fulfill this requirement).*
- 2.14 CHANGES TO SCOPE OF SERVICE**
- 2.14.1** The City reserves the right to expand or delete landscaping service requirements and / or Areas of Service (AOS) at any time during the contract period when it is deemed to be in the City’s best interest. Any changes shall be done with an Amendment agreed to by both parties;
- 2.14.2** In the event of a substitution or deletion, the City will provide the Contractor ten (10) days written notice prior to the date of discontinuance or maintenance services and responsibilities;
- 2.14.3** In the event of additional service requirements and/or Areas of Service (AOS), the City and Contractor shall agree upon changes in writing by completing an Amendment to the Agreement;
- 2.14.4** In the event the City and the Contractor cannot agree on additional service charges, the City reserves the right to perform the additional services with City personnel, or other outside contract services;
- 2.14.5** The City reserves the right to make changes to the landscape schedule(s) when it is deemed to be in the City’s best interest; and

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2.14.6 The Contractor shall not be compensated for the loss of work due to deletions or substitutions to the Contract.

2.15 END OF CONTRACT CONDITIONS – During the last month of the contract, the City AOS contact or representative shall make a final inspection to determine the condition of all landscape areas. Items found to be improperly maintained by the current Contractor will be listed and evaluated by the City AOS Contact or authorized representative for that AOS. The City AOS contact shall arrange for any repairs to be made and the costs for such repairs shall be deducted from final payment.

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3 SPECIAL TERMS AND CONDITIONS

3.1 INCORPORATION BY REFERENCE All responses shall incorporate by reference the Scope/Specifications, terms and conditions, general instructions and conditions and any attachments. The Standard Terms and Conditions applicable to this solicitation are posted on the Internet. They are available for review and download at the City's Materials Management Internet home page, www.glendaleaz.com/purchasing. Offeror's are advised to review all provisions of the General Instructions and Conditions for this solicitation.

3.2 PERMITS AND LICENSES The Contractor and Subcontractors shall be responsible for determining and securing, at his/her expense, any and all licenses and permits that are required by any statute, ordinance, rule or regulation of any regulatory body having jurisdiction in any manner connected with providing operations and maintenance of the facility. Such fees shall be included in and are part of the total proposal cost. During the term of the contract, the Contractor shall notify the City in writing, within two (2) working days, of any suspension, revocation or renewal.

3.3 TERM OF AGREEMENT The initial term of the contract shall be two (2) years upon approval by the City Council.

3.4 OPTION TO EXTEND The City may, at its option and with the approval of the Contractor, extend the term of this agreement three (3) additional years in one (1) year increments based on satisfactory Contractor performance. Contractor shall be notified in writing by the City Materials Manager of the City's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period. Price adjustments will only be reviewed during contract renewal.

3.5 INSURANCE
Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than **\$1,000,000** per occurrence, **\$2,000,000** aggregate. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

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2. **Automobile Liability:** Insurance covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of Arizona, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

If the contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the contractor.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City, its officers, officials, employees, and volunteers are to be covered as additional insured's on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations.

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

Waiver of Subrogation

Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Verification of Coverage

Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received by the Contract Administrator and approved by the City before work commences. **DO NOT SEND CERTIFICATES TO RISK MANAGEMENT.** However, failure to obtain the required documents prior to the work

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beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

3.5.1 WORKERS' COMPENSATION Contractor shall be in full compliance with the provisions of the Arizona Workers' Compensation Law (Title 23, Chapter 6, Arizona Revised Statutes) as amended, and all rules and regulations of the Industrial Commission of Arizona made in pursuance thereof. Contractor shall secure payment of compensation to employees by insuring the payment of such compensation with the State Compensation Fund or any insurance company authorized by the Insurance Department of Arizona to transact business in the State of Arizona.

Contractor further agrees that he shall require any and all subcontractors performing work under the agreement to comply with said Workers' Compensation Law. It is expressly understood and agreed that all persons employed directly or indirectly by the Contractor, or any of his subcontractors, shall be considered the employees of such Contractor, or his subcontractor(s), and not the employees of the City.

3.6 INDEMNIFICATION CLAUSE:

To the extent allowed by law, Contractor shall defend, indemnify, and hold harmless the City of Glendale, and its departments, boards, commissions, officers, officials, agents, employees and volunteers (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the City of Glendale, its officers, officials, agents, employees and volunteers for losses arising from the work performed by the Contractor for the City of Glendale.

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3.7 CONFLICT OF INTEREST The Contractor covenants that no public or private interest exists and none shall be acquired directly or indirectly which would conflict in any manner with the performance of Contractor's contract.

3.8 ESTIMATED QUANTITIES The Quantities listed are the City's best estimate and do not obligate the City to order or accept more than City's actual requirements during the period of this agreement as determined by actual needs and availability of appropriated funds. It is expressly understood and agreed that the resulting contract is to supply the City with its complete actual requirements for the contract period, except that the estimated quantity shown for each proposal item shall not be exceeded by 100% without the express written approval of the Materials Manager. Any demand or order made by any employee or officer of the City, other than the Materials Manager, for quantities in the excess of the estimated quantities shall be void if the written approval of the Materials Manager was not received prior to the Contractor's performance.

3.9 COOPERATIVE USE OF CONTRACT This agreement may be extended for use by other governmental agencies and political subdivisions of the State, including all members of SAVE (Strategic Alliance for Volume Expenditures). Any such usage by other entities must be in accord with the ordinances, charter, rules and regulations of the respective entity and the approval of the Contractor and City. For a list of SAVE members, click on the following link: <http://www.maricopa.gov/Materials/save.aspx>.

3.10 CONFIDENTIAL INFORMATION The City of Glendale is obligated to abide by all public information laws. If a Contractor believes that any portion of a proposal, offer, specification, protest or correspondence contains information that should be withheld, a statement advising the Contract Officer of this fact should accompany the submission and the information shall be so identified wherever it appears. The City shall review all requests for confidentiality and may provide a written determination to designate specified documents confidential or the request may be denied. Price is not confidential and will not be withheld. If the confidential request is denied, such information shall be disclosed as public information, unless the Contractor submits a formal written objection.

3.11 PUBLIC RECORD Contractor acknowledges that the City is a public agency and must comply with all Public Records laws. All proposals submitted in response to the Solicitation shall become the property of the City and, subsequent to award recommendation, become a matter of public record available for review pursuant to Arizona Public Records Law.

If a Contractor believes that a specific section of its Proposal response is confidential, that should be withheld from the public record, Contractor shall isolate the pages and mark each page confidential in a specific and clearly labeled section of its Proposal response. The Contractor shall include a written statement as to the basis for considering the marked pages confidential including the specific harm or prejudice if disclosed. The City Materials Management Division will review the material and make a determination as to the confidentiality of any of the information and/or material contained within the Submittal. In

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the event of a public records request for documents Contractor deems confidential, the City will notify Contractor of the request and if Contractor claims such documents are confidential, it shall be the Contractor's sole responsibility, including sole cost, to take appropriate action, including legal action, to protect such documents.

3.12 CERTIFICATION By signature on the Offer page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Contractor certifies:

The submission of the offer did not involve collusion or other anti-competitive practices. The Contractor shall not discriminate against any employee or applicant for employment in violation of Federal or State law.

The Contractor 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, meal or service to a public servant in connection with the submitted offer.

The Contractor hereby certifies that the individual signing the submittal is an authorized agent for the Contractor and has the authority to bind the Contractor to the Contract.

3.13 KEY PERSONNEL Contractor shall assign specific individuals to the key positions in support of the Contract. Once assigned to work under the Contract, key personnel shall not be removed or replaced without the prior written approval of the City. Upon the replacement of any key personnel, Contractor shall submit the name(s) and qualifications of any new key personnel to the City Contract Administrator or Designee. With the concurrence of the Contract Administrator or Designee, the City shall amend the Contract to reflect the name(s) of any replacement key personnel. Upon any unplanned departure of key personnel, Contractor shall immediately notify the Contract Administrator or Designee.

For this purpose, a primary and secondary emergency contact name and phone number are required from the Contractor. It is critical to the City that the contractor's emergency contact information remains current. The Materials Management staff member, identified on page 1, is to be contacted by E-mail with any change to a contact name or phone number.

All products or services provided to meet an emergency phone request are to be supplied as per the contract prices, terms and conditions. The Contractor may provide the fee (pricing) for an after-hours emergency opening of the business separate from the Price Sheet (Section 5.0). In general, the order will be placed using a City Procurement Card. The billing is to include the emergency opening fee, if applicable.

3.14 PRICE All prices quoted shall be firm and fixed for the specified contract period.

3.15 PUBLIC RECORD Contractor acknowledges that the City is a public agency and must comply with all Public Records laws. All proposals submitted in response to the Solicitation shall become the property of the City and, subsequent to award recommendation, become a matter of public record available for review pursuant to Arizona Public Records Law.

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If a Contractor believes that a specific section of its proposal response is confidential, that should be withheld from the public record, Contractor shall isolate the pages and mark each page confidential in a specific and clearly labeled section of its Proposal response. The Contractor shall include a written statement as to the basis for considering the marked pages confidential including the specific harm or prejudice if disclosed. The City Materials Management Division will review the material and make a determination as to the confidentiality of any of the information and/or material contained within the Submittal. In the event of a public records request for documents Contractor deems confidential, the City will notify Contractor of the request and if Contractor claims such documents are confidential, it shall be the Contractor's sole responsibility, including sole cost, to take appropriate action, including legal action, to protect such documents.

- 3.16 ADDITIONS OF PRODUCTS OR SERVICES** The City reserves the right to add additional products or services to this contract when deemed necessary by the City. If this occurs, the Contractor will be requested to submit a negotiable quotation for the additions. Upon approval and authorization by the Materials Manager such additions will be added to and become a part of the contract through properly executed forms.
- 3.17 TYPE OF AWARDS** The City reserves the right to make multiple awards or to award by individual line items, by group of line items, or to make an aggregate award, whichever is deemed most advantageous to the City. If the City determines that an aggregate award to one offeror is not in the City's best interest, "all or none" offers shall be rejected.
- 3.18 DEFAULT** In case of default by the contractor, the City may, by written notice, cancel this contract and repurchase from another source and may recover the excess costs by (1) deduction from an unpaid balance due; (2) collection against the bid and/or performance bond; or (3) a combination of the aforementioned remedies or other remedies as provided by law.
- 3.19 TERMINATION FOR CONVENIENCE** The City reserves the right to terminate any order or contract upon thirty days written notice. The City will be responsible only for those standard items which have been delivered and accepted. If the items are unique and not saleable or useable for any other application, the City will reimburse the Seller for actual labor, material, and burden costs, plus a profit not to exceed 8%. Title to all materials, work-in-process, and completed but undelivered goods will pass to the City after costs are claimed and allowed.
- 3.20 REMEDIES** City shall have, in addition to the remedies provided herein, all remedies afforded by the Uniform Commercial Code as adopted by the State of Arizona. Contractor shall have, subject to the limitation imposed by the terms of this agreement, all remedies afforded by the Uniform Commercial Code as adopted by the State of Arizona.
- 3.21 ASSIGNMENT** Neither an order nor monies due thereunder shall be assigned in whole or in part without the City's prior written consent.

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3.22 IMMIGRATION LAW COMPLIANCE Contractor, and on behalf any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program. Any breach of warranty described above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement. City of Glendale (“City”) retains the legal right to inspect the papers of Contractor or subcontractor employee who performs work under this Agreement to ensure that Contractor or any subcontractor is compliant with the warranty described above. City may conduct random inspections, and upon request of the City, Contractor shall provide copies of papers and records demonstrating continued compliance with the warranty described above. Contractor agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this Section. Contractor agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon itself and expressly accrue those obligations directly to the benefit of the City. Contractor also agrees to require any subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City. Contractor’s warranty and obligations under this Section I to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement. The “E-Verify Program” above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

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4. SPECIAL INSTRUCTIONS

4.1 RETURN OF OFFER The Offeror shall submit three (3) hardcopies marked as "Copies". The offeror shall submit a complete proposal on a CD or flash drive as one file folder. The folder shall be identified as "RFP 15-26 – 'Original - Name of Offeror.'" (For example: RFP 15-26 – Original - ABC Company.)

The proposal responses and copies shall be submitted in bound format (three (3) ring loose-leaf binders, spiral and/or report covers). Proposals should be divided by tab sections according to items listed in the **Preparation of Offer Package** of these Special Instructions. This will assist the evaluation panel in identifying items and information submitted within the proposal. Offerors may reproduce the forms and recreate information, but all of the required information must be presented in the order requested.

The Offeror shall complete all sections of the solicitation in the format given in the space provided. If additional space is needed than what is given, enter "See attachment for detail." Offers that do not conform to the above format may be rejected.

4.2 PREPARATION OF OFFER PACKAGE The following items shall be completed and returned. Failure to include all the items may result in an offer being rejected. Offer packages shall be submitted in the following order:

- 4.2.1 OFFER SHEET**, Section 5.0
- 4.2.2 PRICE SHEET**, Section 6
- 4.2.3 ADDENDUM**, Return all addenda (if applicable).
- 4.2.4 SPECIFICATIONS**, Section 2
- 4.2.5 SUBMISSION REQUIREMENTS**, Section 4.0

4.3 EVALUATION CRITERIA The criteria is listed below with their relative weights.

- | | |
|--|-----|
| 4.3.1 Experience and Qualifications | 45% |
| 4.3.2 Method of Approach | 30% |
| 4.3.3 Cost | 25% |

4.4 ALTERNATE OFFERS/EXCEPTIONS

Offers submitted as alternates, or on the basis of exceptions to specific conditions of purchase and/or required specifications, must be submitted as an attachment referencing the specific paragraph number(s) and adequately defining the alternate or exception submitted. Detailed product brochures and/or technical literature, suitable for evaluation, must be submitted with the Offer. If no exceptions are taken, City will expect and require complete compliance with the specifications and all conditions of purchase.

4.5 SITE INSPECTION Offeror shall visit the site(s) to become familiar with any conditions which may affect the performance and pricing. Submission of an Offer will be prima facie evidence that the Offeror did, in fact, make a site inspection and is aware of all conditions.

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- 4.6 INQUIRIES** Any question related to the Request for Proposal shall be directed to the Contract Officer whose name appears above. An Offeror shall not contact or ask questions of the department for whom the requirement is being procured. The Contract Officer may require any and all questions be submitted in writing. Offerors are encouraged to submit written questions via electronic mail or facsimile, at least five days prior to the proposal due date. Any correspondence related to a solicitation should refer to the appropriate Request for Proposal number, page and paragraph number. An envelope containing questions should be identified as such; otherwise it may not be opened until after the official proposal due date and time. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the Request for Proposal will be binding.
- 4.7 EVALUATION PANEL** Offeror submittals will be evaluated by an evaluation panel. Award shall be made to the responsive, responsible Offeror whose proposal is determined to be the most advantageous to the City.
- 4.8 PANEL CONTACT** Offerors shall have no exclusive meetings, conversations or communications with an individual evaluation panel member on any aspect of the RFP, after submittal.
- 4.9 INTERVIEWS** The City reserves the right to conduct interviews with some or all of the Offerors at any point during the evaluation process. However, the City may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria. The City shall not reimburse the Offeror for the costs associated with the interview process.
- 4.10 ADDITIONAL INVESTIGATIONS** The City reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any Offeror submitting a proposal.
- 4.11 PRIOR EXPERIENCE** Experiences with the City and entities that evaluation committee members represent and that are not specifically mentioned in the solicitation response may be taken into consideration when evaluating offers.
- 4.12 BEST AND FINAL OFFERS** The City may request best and final offers if deemed necessary, and will determine the scope and subject of any best and final request.
- 4.13 PROPOSAL EVALUATION** The City reserves the right to secure additional information from the Offeror in various forms and or to award based on submitted information.
- 4.14 DISCUSSIONS AND REVISIONS TO PROPOSAL** Discussions may be conducted with responsible Offerors who submit proposals determined to be reasonably susceptible of being selected for award; and may obtain pertinent information for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Should the

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City elect to call for 'best and final' offers, Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Offerors. The purposes of such discussions shall be to:

4.14.1 Determine in greater detail such Offeror's qualifications, and

4.14.2 Explore with the scope and nature of the project, the Offeror's proposed method of performance, and the relative utility of alternate methods of approach;

4.14.3 Determining that the Offeror will make available the necessary personnel and facilities to perform within the required time;

4.14.4 Agreeing upon compensation which is fair and reasonable, taking into account the estimated value of the required services, and the scope, complexity and nature of such services.

4.15 EVALUATION LITERATURE (Note: This is not applicable to this RFP)

Proposals submitted for products considered by the seller to be equal to or better than the brand names or manufacturer's catalog references specified herein, must be submitted with technical literature and/or detailed product brochures with written statements if the literature or brochure is not specific as to the specification for the City's use to evaluate the product(s) offered. Proposals submitted without this product information may be considered as non-responsive and rejected.

4.16 NOTICE OF INTENT TO AWARD AND PROTEST PERIOD Information about the recommended award for this solicitation will be posted on the Internet. The information will be available for review on the City's Materials Management Internet home page www.glendaleaz.com/purchasing immediately after the City has completed its evaluation process of the offers received. If you have any questions, or would like further information about an intended award, contact the contract analyst immediately. Any protest must be submitted to the Materials Manager no later than seven (7) calendar days from the date of posting on the Internet. Please go to: <http://www.glendaleaz.com/Purchasing/doingbusinesswithglendale.cfm> for information and instructions on how to file a protest with the City of Glendale.

4.17 WITHDRAWAL OF PROPOSAL At any time prior to the specified solicitation due date and time, an Offeror may formally withdraw the proposal by a written letter, facsimile or electronic mail from the Offeror or a designated representative. Telephonic or oral withdrawals shall not be considered.

4.18 OFFER ERRORS OMISSIONS AND CORRECTIONS The City will not be responsible for any offeror errors or omissions. All prices and notations shall be written in ink or typed.

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Changes or corrections made on the offer form must be initialed in ink by the individual signing the offer. No corrections will be permitted after the offers have been opened.

4.19 DISCUSSIONS The City reserves the right to conduct discussions with Offerors for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal in order to clarify an offer and assure full understanding of, and responsiveness to, solicitation requirements.

4.20 COMPETITIVE NEGOTIATIONS Exclusive or concurrent negotiations may be conducted with responsible Offeror(s) for the purpose of altering or otherwise changing the conditions, terms and price of the proposed contract unless prohibited. Offerors shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing offerors. Exclusive or concurrent negotiations shall not constitute a contract award nor shall it confer any property rights to the successful Offeror. In the event the City deems that negotiations are not progressing, the City may formally terminate these negotiations and may enter into subsequent concurrent or exclusive negotiations with the next most qualified offeror(s).

4.21 NO CONTACT, NO INFLUENCE DURING THE RFP PROCESS The City is conducting a competitive RFP process for the contract, free from improper influence or lobbying. There shall be no contact concerning this RFP from Offerors submitting a Proposal with any member of the City Council, RFP Evaluation Committee Members, or anyone connected with the process for or on behalf of the City. Contact includes direct or indirect contact by the Offeror, its employees, attorneys, lobbyists, surrogates, etc. in an attempt to influence the RFP process.

From the time the RFP is issued until the expiration of the protest period or the resolution of any protest, whichever is later (the "Black-Out Period"), Offerors, directly or indirectly through others, are restricted from attempting to influence in any manner the decision making process through, including but not limited to, the use of paid media; contacting or lobbying the City Council or City Manager or any other City employee (other than Material Management employees); the use of any media for the purpose of influencing the outcome; or in any other way that could be construed to influence any part of the decision-making process about this RFP. This provision shall not prohibit an Offeror from petitioning an elected official or engaging in any other protected first amendment activity after the protest period has run or any protest has been resolved, whichever is later.

Violation of this provision will cause the proposal or offer of the Offeror to be found in violation and to be rejected.

4.22 PROPRIETARY INFORMATION An Offeror shall clearly mark any proprietary information contained in its bid with the words "Proprietary Information." Offeror shall not mark any Solicitation Form as proprietary. Pricing data shall not be considered proprietary. Marking all, or nearly all, of a bid as proprietary may result in rejection of the bid.

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Offeror's acknowledge that the City is required by law to make certain records available for public inspection. In the event that the City receives a request for disclosure of Proprietary Information by any person, court, agency or administrative body, or otherwise has a reasonable belief that it is obligated to disclose the Proprietary Information to any such person or authority, the City will provide Offeror with prompt written notice so that Offeror may seek a protective order or other appropriate remedy. The Offeror, by submission of materials marked Proprietary Information, acknowledges and agrees that the City will have no obligation to advocate for non-disclosure in any forum or any liability to the Offeror in the event that the City must legally disclose the Proprietary Information.

4.23 SUBMISSION REQUIREMENTS (Refer to Evaluation Criteria, Item 4.3)

Offeror's should provide written, narrative responses for each item requested within the criteria below. When applicable, supporting documents should be attached and reference the appropriate criterion. Offeror's, at a minimum must submit the following:

4.23.1 EXPERIENCE AND QUALIFICATIONS.....(45%)

4.23.1.1 Offeror's proposal should include:

- Company profile that details company history;
- Organization chart;
- Business locations; and
- Number of years in business.

4.23.1.2 Offeror shall provide names and years' of experience of key personnel, names of any subcontractors used and years' of experience.

4.23.1.3 Offeror's shall demonstrate their firm's knowledge of equipment, labor assignment capacity, and success in providing landscaping services.

4.23.1.4 Offeror shall identify all appropriate licenses held by company, key personnel and subcontractors.

4.23.1.5 Offeror shall demonstrate their knowledge of materials, techniques and processes that comply with Federal, State, local laws, regulations, standards and ordinances pertaining to health, safety and environmental protection;

4.23.1.6 Offeror's should provide details of projects undertaken that are of similar nature and size based on the City's Specifications.

4.23.1.7 Is your firm a current member of and in good standing with the Associated Landscape Contractors of America (ALCA)?

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4.23.1.8 Offeror shall list other industry association memberships. If none, respond with “NONE”.

4.23.1.9 Offeror’s shall submit with their offer a list of three (3) references, preferably letters of reference from companies for whom Offeror has provided landscaping services and clearly identify the types of properties maintained in the last three years. Include:

- Company name, address, phone number;
- Contract person, email address;
- A description landscaping services provided, number of personnel used, dates of services provided;

4.23.2 METHOD OF APPROACH.....(30%)

4.23.2.1 Offeror shall clearly provide their written understanding of the City’s requirements, specifications, meeting the terms and conditions of the RFP and matching the proposed methods to accomplish work and timelines.

4.23.2.2 Offeror’s shall provide a communication plan between key personnel and the City of Glendale Area of Service contact or representative.

4.23.2.3 Offeror shall describe method and approach for inspecting work performed by its employees and the process involved for correcting work not performed satisfactorily.

4.23.3 PRICING STRUCTURE.....(25%)

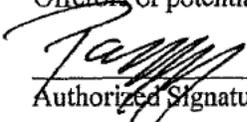
4.23.3.1 Offeror’s shall bid in accordance with the pricing structure as outlined in Section 6. While cost is a significant factor in the determination of award, it is not the only factor. The award will not be based on price alone, nor will it be based solely upon the lowest fees submitted.

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OFFER SHEET

5.1 OFFER Offeror certifies that they have read, understand, and will fully and faithfully comply with this solicitation, its attachments and any referenced documents. Offeror also certifies that the prices offered were independently developed without consultation with any of the other Offerors or potential Offerors.

 _____ Authorized Signature	Enviromental Earthscaper DBA The Groundskeeper _____ Company's Legal Name
Paul Tripp _____ Printed Name	620 N. Golden Key _____ Address
Landscape Consultant _____ Title	Gilbert AZ 85233 _____ City, State & Zip Code
480-545-0456 _____ Telephone Number	480-545-0016 _____ FAX Number
pault@groundskeeper.com _____ Authorized Signature Email Address	2/11/2015 _____ Date

For questions regarding this offer: (If different from above)

Contact Name	Phone Number	Fax Number
Email Address		

FEDERAL TAXPAYER ID NUMBER: [REDACTED]

Arizona Sales Tax No. [REDACTED] Tax Rate N/A

Offeror certifies it is a: Proprietorship Partnership Corporation

Minority or woman owned business: Yes No

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6.0 COST

6.1 Enter Cost below based on Areas of Service as stated in the Scope of Services.

	Area of Service		For Both ROW and GCH Areas of Service	DISCOUNT % (Provide discount applied if applicable)
	ROW	GCH	ROW & GCH	ROW & GCH
WEEKLY	\$ 925.00	\$1,900.00	\$ 2,825.00	\$ 0
MONTHLY	\$4,008.00	\$8,233.00	\$12,241.00	\$ 0
OTHER (PROVIDE DETAILS BELOW)	\$	\$	\$	\$
TOTALS	\$4,933.00	\$10,133.00	\$15,066.00	

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7. EXHIBIT A

LANDSCAPING SCHEDULE

(Current Schedule Needs)

FREQUENCY	AREA OF SERVICE	ACTIVITY	REQUIREMENTS
WEEKLY	ROW and as requested by GCH.	PLANT MATERIAL	See Section 2.3
	ALL	WEEDING	See Section 2.4
	ALL	TURF MAINTENANCE	See Section 2.4 (Weekly Schedules of Service shall be submitted to AOS contact or representative no later than Wednesday 12:00 noon prior to the upcoming week.)
	ROW	TRASH / LITTER DISPOSAL	See Section 2.5
	ROW	PEST, DISEASED PLANTS AND INSECT CONTROL	See Section 2.6
MONTHLY	ALL	RAKING	See Section 2.4
SEASONAL	ROW	OVERSEEDING	<ol style="list-style-type: none"> 1. September - lower (scalp) Bermuda grass to ½ inch or less. 2. Apply Perennial rye seed at the rate of 12-15 Lbs. per 1,000 square feet. 3. Apply starter fertilizer and dress the top area with mulch. 4. Coordinate appropriate water cycle with AOS contact or representative to establish winter rye grass.
	ROW	SOIL / TURF CONDITIONING	<ol style="list-style-type: none"> 1. May – Ammonium sulfate at a rate of 1 Lb. 1000 square feet; 2. July – Urea at a rate of 1 Lb. 1000 square feet; 3. September - Phosphate at a rate of 1 Lb. 1000 square feet.
ANNUAL	GHC	PLANT MATERIAL (TREES, SHRUBS, & GROUNDCOVERS)	See Section 2.3.9

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8 EXHIBIT B - NOTICE OF DEFICIENCY TO CONTRACTOR

- Trees, shrubs or ground covers not pruned or pruned in an unacceptable manner (i.e. improper stubs, ripped or torn bark, etc.)
- Litter and or trash still exists in areas that should have been removed;
- Weeds still exist in areas;
- Damage to trees and shrubs caused by mower and line trimmer;
- Turf not mowed as per contract specifications;
- Turf areas are brown, yellow or devoid of turf (bare);
- When damages to City property occurs as a result of Contractor's negligence, 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 Contractor;
- Contractor's performance does not meet one or more of the performance standards described in Contract specifications, the Contractor will be given written notice setting forth the deficiencies to be corrected by the City AOS contact(s);
- Contractor has been notified of a deficiency and the deficiency is not corrected, the City may perform the services using city personnel or by a separate contract. The cost for follow-up inspections and of the services performed may be deducted from the Contractor's monthly invoice;
- Failure to correct the deficiency within a reasonable timeframe may result in termination of the contract for default;
- Revoked, terminated, surrendered, or lapse of Contractor's certification(s) required by the City (SASPCC, WCISA, ISA, for the Term of the Contract.

City Comments: (Provide detailed information on areas of deficiency and corrective action.)

EXHIBIT B
LANDSCAPE MAINTENANCE SERVICES
COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

Method of payment is provided in Section 4.1 of this Agreement. The amount of monthly compensation for landscape services rendered, is provided in City of Glendale Final Pricing document for Solicitation No. RFP 15-26, which is attached.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed \$240,480.

DETAILED PROJECT COMPENSATION

Contractor shall provide Landscaping Maintenance services as requested by the City. Services shall include, but are not limited to the following: mowing, debris collection, irrigation, vegetation maintenance and trimming, sweeping, cleaning and maintenance of sidewalks, parking lots and roadways, medians, tree trimming, pruning, planting and removal of trees or plants, maintaining water systems and features, ground cover, weed control, fertilization, and soil conditioners and additives.

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6.0 COST

6.1 Enter Cost below based on Areas of Service as stated in the Scope of Services.

	Area of Service		For Both ROW and GCH Areas of Service	DISCOUNT % (Provide discount applied if applicable)
	ROW	GCH	ROW & GCH	ROW & GCH
WEEKLY	\$ 925.00	\$1,900.00	\$ 2,825.00	\$ 0
MONTHLY	\$4,008.00	\$8,233.00	\$12,241.00	\$ 0
OTHER (PROVIDE DETAILS BELOW)	\$	\$	\$	\$
TOTALS	\$4,933.00	\$10,133.00	\$15,066.00	

EXHIBIT C
LANDSCAPE MAINTENANCE SERVICES
DISPUTE RESOLUTION

1. Disputes.

- 1.1 Commitment. The parties commit to resolving all disputes promptly, equitably, and in a good-faith, cost-effective manner.
- 1.2 Application. The provisions of this Exhibit will be used by the parties to resolve all controversies, claims, or disputes ("Dispute") arising out of or related to this Agreement-including Disputes regarding any alleged breaches of this Agreement.
- 1.3 Initiation. A party may initiate a Dispute by delivery of written notice of the Dispute, including the specifics of the Dispute, to the Representative of the other party as required in this Agreement.
- 1.4 Informal Resolution. When a Dispute notice is given, the parties will designate a member of their senior management who will be authorized to expeditiously resolve the Dispute.
 - a. The parties will provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any Dispute in order to assist in resolving the Dispute as expeditiously and cost effectively as possible;
 - b. The parties' senior managers will meet within 10 business days to discuss and attempt to resolve the Dispute promptly, equitably, and in a good faith manner, and
 - c. The Senior Managers will agree to subsequent meetings if both parties agree that further meetings are necessary to reach a resolution of the Dispute.

2. Arbitration.

- 2.1 Rules. If the parties are unable to resolve the Dispute by negotiation within 30 days from the Dispute notice, and unless otherwise informal discussions are extended by the mutual agreement, the parties may agree, in writing, that the Dispute will be decided by binding arbitration in accordance with Commercial Rules of the AAA, as amended herein. Although the arbitration will be conducted in accordance with AAA Rules, it will not be administered by the AAA, but will be heard independently.
 - a. The parties will exercise best efforts to select an arbitrator within 5 business days after agreement for arbitration. If the parties have not agreed upon an arbitrator within this period, the parties will submit the selection of the arbitrator to one of the principals of the mediation firm of Scott & Skelly, LLC, who will then select the arbitrator. The parties will equally share the fees and costs incurred in the selection of the arbitrator.
 - b. The arbitrator selected must be an attorney with at least 10 years experience, be independent, impartial, and not have engaged in any business for or adverse to either Party for at least 10 years.
- 2.2 Discovery. The extent and the time set for discovery will be as determined by the arbitrator. Each Party must, however, within ten (10) days of selection of an arbitrator deliver to the other Party copies of all documents in the delivering party's possession that are relevant to the dispute.
- 2.3 Hearing. The arbitration hearing will be held within 90 days of the appointment of the arbitrator. The arbitration hearing, all proceedings, and all discovery will be conducted in Glendale, Arizona unless otherwise agreed by the parties or required as a result of witness location. Telephonic hearings and other reasonable arrangements may be used to minimize costs.

2.4 Award. At the arbitration hearing, each Party will submit its position to the arbitrator, evidence to support that position, and the exact award sought in this matter with specificity. The arbitrator must select the award sought by one of the parties as the final judgment and may not independently alter or modify the awards sought by the parties, fashion any remedy, or make any equitable order. The arbitrator has no authority to consider or award punitive damages.

2.5 Final Decision. The Arbitrator's decision should be rendered within 15 days after the arbitration hearing is concluded. This decision will be final and binding on the Parties.

2.6 Costs. The prevailing party may enter the arbitration in any court having jurisdiction in order to convert it to a judgment. The non-prevailing party shall pay all of the prevailing party's arbitration costs and expenses, including reasonable attorney's fees and costs.

3. **Services to Continue Pending Dispute.** Unless otherwise agreed to in writing, Contractor must continue to perform and maintain progress of required services during any Dispute resolution or arbitration proceedings, and City will continue to make payment to Contractor in accordance with this Agreement.

4. **Exceptions.**

4.1 Third Party Claims. City and Contractor are not required to arbitrate any third-party claim, cross-claim, counter claim, or other claim or defense of a third-party who is not obligated by contract to arbitrate disputes with City and Contractor.

4.2 Liens. City or Contractor may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice, but only to the extent the lien or stop notice the Party seeks to enforce is enforceable under Arizona Law, including, without limitation, an action under A.R.S. § 33-420, without the necessity of initiating or exhausting the procedures of this Exhibit.

4.3 Governmental Actions. This Exhibit does not apply to, and must not be construed to require arbitration of, any claims, actions or other process filed or issued by City of Glendale Building Safety Department or any other agency of City acting in its governmental permitting or other regulatory capacity.