
REQUEST FOR PROPOSALS # 2014122

Parks, Retention Basins and Sports Fields Landscape Maintenance Services – Zone 1, 2, 4, and Eastmark

December 2, 2013

NOTICE IS HEREBY GIVEN that sealed proposals will be received by the City of Mesa (City) until **3:00 PM, Local Time, December 30, 2013** to provide **Parks, Retention Basins and Sports Fields Landscape Maintenance Services – Zones 1, 2, 4 and Eastmark**.

Brief Description: The City of Mesa contracts with the private sector for a variety of services for the benefit and welfare for its citizens. Included in these contracts are several for landscape maintenance services for sports fields, parkways, medians, parks, retention basins, or grounds adjacent to City facilities.

Tasks performed include but are not limited to cleaning, irrigation, sprinkler system maintenance, trimming, mowing, weed control, fertilization, etc. depending on whether the area is turf, desert, or a combination of both. The awarded Contractor shall furnish all necessary labor, tools, equipment, and supplies to perform the required landscape maintenance services. This contract is for the geographic areas referred to by the City as Zone 1, 2, 4, and Eastmark Park.

Zones 1, 2, 4 and Eastmark Park shall be bid separately and shall be awarded separately. All Zones and Eastmark Park shall be staffed, operated and maintained separately per contract requirements.

Proposals must be in accordance with the provisions, specifications and instructions set forth herein and will be received by Purchasing until the above noted time, when they will be publicly acknowledged and accepted.

Proposal packets, any attachments and addenda are available for download at www.mesaaz.gov/purchasing.

Please read the entire solicitation package and submit the proposal in accordance with the instructions. This document (less this invitation and the instructions) and any required response documents, attachments, and submissions will constitute the proposal.

Mesa's Procurement Policies and Rules are available on the Purchasing Division's website at www.mesaaz.gov/purchasing.

Questions concerning this solicitation should be directed, IN WRITING, to the following project contacts or their designees:

General or Process Questions:

Angela Bennett
Procurement Specialist
Purchasing
(480) 644-2655 Fax
Angela.bennett@mesaaz.gov

Technical Questions:

Jess Romney, CPPB
Procurement Officer
Purchasing
(480) 644-2655 Fax
jess.romney@mesaaz.gov

20 East Main Street Suite 400
PO Box 1466
Mesa Arizona 85211-1466
480.644.2301 Tel

INSTRUCTIONS

i.1 **VENDOR QUESTIONS:** All questions regarding the contents of this solicitation, and solicitation process (including requests for ADA accommodations), shall be directed solely to the Project Contacts listed on Page 1 or designees or the Purchasing Administrator. Questions should be submitted in writing via letter, fax or email. Questions received less than seven (7) calendar days prior to the due date and time may be answered at the discretion of the City.

i.2 **ADDENDA/CLARIFICATIONS:** Any changes to the specifications will be in the form of an addendum. Addenda are posted on the City website and mailed to those who register on the City website when downloading solicitations no less than five (5) days prior to the Due Date. **Vendors are cautioned to check the Purchasing Website for addenda and clarifications prior to submitting their proposal.** The City cannot be held responsible if a vendor fails to receive any addenda issued. The City shall not be responsible for any oral changes to these specifications made by any employees or officer of the City. Failure to acknowledge receipt of an addendum may result in disqualification of a proposal.

i.3 **VENDOR CONFERENCE:** Yes No
Mandatory Attendance: Yes No

Date and Time: December 12, 2013 - 9:30 a.m.
Location: Mesa City Plaza Building
20 E. Main Street, Conference Room 450 South
Mesa, AZ 85201

If so designated above, attendance is mandatory as a condition of submitting a proposal. The conference/site visit provides interested parties an opportunity to discuss the City's needs, inspect the site and ask questions. During any site visit you must fully acquaint yourself with the conditions as they exist and the character of the operations to be conducted under the resulting contract.

i.4 **DUE DATE & TIME FOR SUBMISSION AND OPENING:**

Date: December 30, 2013
Time: 3:00 P.M. (Local Time)

The City will open all proposals properly and timely submitted, and will record the names and other information specified by law and rule. All proposals become the property of the City and will not be returned except in the case of a late submission. Respondent names, as read at the bid opening, will be posted on the City website. Once a contract has been executed by the City, proposals are available for inspection by contacting Purchasing.

i.5 **PROPOSAL FIRM TIME:** 120 Days from Opening

Proposal shall remain firm and unaltered after opening for the number of days shown above. The City may accept the proposal, subject to successful contract negotiations, at any time during this time.

i.6 **PROPOSAL SECURITY:** Yes \$3,500.00 No

If so designated above, a proposal security in the amount specified must be submitted with the proposal. The security may be submitted in any one of the following forms: an executed surety bond issued by a firm licensed and registered to transact such business with the State of Arizona; cash; certified check, or cashier's check payable to the City of Mesa (personal or company checks are not acceptable); certificate of deposit or any other form of deposit issued by a financial institution and acceptable to the City. Such proposal security shall be forfeited to the City of Mesa should the proposer selected fail to execute a contract when requested.

PERFORMANCE SECURITY: Zones 1, 2 & 4 Yes \$ 35,000.00 No
Eastmark Park Yes \$ 7,000.00 No

If required herein, the Contractor, simultaneously with the execution of the Contract, will be required to furnish a performance security. Separate performance securities shall be required for

INSTRUCTIONS

Zones 1, 2, 4 and Eastmark Park. The security may be submitted in one (1) year increments and in any one (1) of the following forms: an executed surety bond issued by a firm licensed and registered to transact such business with the State of Arizona; cash; certified check, cashier's check or money order payable to the City of Mesa (personal and company checks are not acceptable); certificate of deposit or any other form of deposit issued by a financial institution and acceptable to the City. If the Contractor fails or refuses to fully comply with the terms and conditions of the contract, the City shall have the right to use all or such part of said security as may be necessary to reimburse the City for loss sustained by reason of such breach. The balance of said security, if any, will be returned to Contractor upon the expiration or termination of the contract.

- i.7 **SUBMIT PROPOSALS TO:** Use label at the end of this solicitation package

FOR US POSTAL SERVICE

City of Mesa
Attn: Purchasing
PO Box 1466
Mesa, AZ 85211-1466

FOR HAND DELIVERIES, FEDEX, UPS, DHL OR OTHER COURIER SERVICES

City of Mesa
Attn: Purchasing
20 E. Main St., Suite 400
Mesa, AZ 85201

Proposals will be received publicly at this address. Proposers may mail or hand-deliver proposals. E-mail or fax submissions will not be accepted.

No responsibility will attach to the City of Mesa, its employees or agents for premature opening of a proposal that is not properly addressed and identified.

- i.8 **LATE PROPOSALS.** The proposer assumes responsibility for having the proposal delivered on time at the place specified. All proposals received after the date and time specified shall not be considered and will be returned unopened to the proposer. The proposer assumes the risk of any delay in the mail or in handling of the mail by employees of the City of Mesa, or any private courier, regardless whether sent by mail or by means of personal delivery. You must allow adequate time to accommodate all registration and security screenings at the delivery site. A valid photo I.D. may be required. It shall not be sufficient to show that you mailed or commenced delivery before the due date and time. All times are Mesa, Arizona local times. The proposer agrees to accept the time stamp in the City Purchasing Office as the official time.

- i.9 **LOBBYING PROHIBITION.** Any communication regarding this solicitation for the purpose of influencing the process or the award, between any person or affiliates seeking an award from this solicitation and the City, including but not limited to the City Council, employees, and consultants hired to assist in the solicitation, is prohibited.

This prohibition is imposed from the time of the first public notice of the solicitation until the City cancels the solicitation, rejects all responses, awards a contract or otherwise takes action which ends the solicitation process. This section shall not prohibit public comment at any City Council meeting, study session or Council committee meeting.

This prohibition shall not apply to vendor-initiated communication with the contact(s) identified in the solicitation or City-initiated communications for the purposes of conducting the procurement including but not limited to pre-bid conferences, clarification of responses, presentations if provided in the solicitation, requests for Best and Final Proposals, contract negotiations, protest/appeal resolution, or surveying non-responsive vendors.

Violations of this provision shall be reported to the Purchasing Administrator. Persons violating this prohibition may be subject to a warning letter or rejection of their response depending on the nature of the violation.

INSTRUCTIONS

- i.10 **LAWFUL PRESENCE IN THE UNITED STATES.** Arizona Revised Statutes §1-502 requires that all Persons who will be awarded a contract (a Public Benefit as defined in 8 USC Section 1621) must demonstrate they are lawfully present in the United States. Person is defined as a Natural person and therefore excludes Limited Liability Companies, Corporations or Partnerships as indicated on your W-9 form.
- Individuals or Sole Proprietorships must complete the affidavit in the “Vendor Information” section of this solicitation. Offers that fail to provide a completed affidavit and any required attachments may be deemed non-responsive.
- i.11 **COMMENCEMENT OF WORK.** If proposer begins any billable work prior to the City’s final approval and execution of the contract, proposer does so at its own risk.
- i.12 **RESPONSIBILITY TO READ AND UNDERSTAND.** Failure to read, examine and understand the solicitation will not excuse any failure to comply with the requirements of the solicitation or any resulting contract, nor shall such failure be a basis for claiming additional compensation. If a vendor suspects an error, omission or discrepancy in this solicitation, the vendor must immediately and in any case not later than seven (7) business days in advance of the due date notify the contact on page 1. The City is not responsible for and will not pay any costs associated with the preparation and submission of the proposal. Proposers are cautioned to verify their proposals before submission, as amendments to or withdrawal of proposals submitted after time specified for opening of proposals may not be considered. The City will not be responsible for any proposer errors or omissions.
- i.13 **FORM AND CONTENT OF PROPOSALS.** Unless otherwise instructed or allowed, proposals shall be submitted on the forms provided. An original and the designated number of copies of each proposal are required. Proposals, including modifications, must be submitted in ink, typed, or printed form and signed by an authorized representative. Please line through and initial rather than erase changes. If the proposal is not properly signed or if any changes are not initialed, it may be considered non-responsive. In the event of a disparity between the unit price and the extended price, the unit price shall prevail unless obviously in error, as determined by the City. The City may require that proposals be submitted on disk, CD or DVD. The proposal must provide all information requested and must address all points. The City does not encourage exceptions. The City is not required to grant exceptions and depending on the exception, the City may reject the proposal.
- i.14 **SPECIFICATIONS.** Technical specifications define the minimum acceptable standard. When the specification calls for “Brand Name or Equal,” the brand name product is acceptable. Other products will be considered upon showing the other product meets stated specifications and is equivalent to the brand product in terms of quality, performance and desired characteristics.
- Minor differences that do not affect the suitability of the supply or service for the City’s needs may be accepted. Burden of proof that the product meets the minimum standards or is equal to the brand name product, is on the proposer. The City reserves the right to reject proposals that the City deems unacceptable.
- i.15 **MODIFICATION / WITHDRAWAL OF PROPOSAL.** Written requests to modify or withdraw the proposal received by the City prior to the scheduled opening time will be accepted and will be corrected after opening. No oral requests will be allowed. Requests must be addressed and labeled in the same manner as the proposal and marked as a MODIFICATION or WITHDRAWAL of the proposal. Requests for withdrawal after the bid opening will only be granted upon proof of undue hardship and may result in the forfeiture of any proposal security. Any withdrawal after the bid opening shall be allowed solely at the City’s discretion.
- i.16 **DEBARMENT DISCLOSURE.** If the vendor submitting this proposal has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the proposer shall include a letter with its proposal identifying the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the

INSTRUCTIONS

suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided. A proposal from a proposer who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected.

- i.17 **RESERVATIONS.** The City reserves the right to reject any or all proposals or any part thereof; to rebid the solicitation; to reject non-responsive or non-responsible proposals; to reject unbalanced proposals; to reject proposals where the terms, prices, and/or awards are conditioned upon another event; to reject individual proposals for failure to meet any requirement; to award by item, part or portion of an item, group of items, or total; to make multiple awards; to waive minor irregularities, defects, omissions, technicalities or form errors in any proposal. The City may seek clarification of the proposal from proposer at any time, and failure to respond is cause for rejection. Submission of a proposal confers on proposer no right to an award or to a subsequent contract. The City is charged by its Charter to make an award that is in the best interest of the City. All decisions on compliance, evaluation, terms and conditions shall be made solely at the City's discretion and made to favor the City. No binding contract will exist between the proposer and the City until the City executes a written contract or purchase order.
- i.18 **OFFICIAL SOLICITATION DOCUMENT.** Changes to the solicitation document made by a proposer may not be acknowledged or accepted by the City. Award or execution of a contract does not constitute acceptance of a changed term, condition or specification unless specifically acknowledged and agreed to by the City. The copy maintained and published by the City shall be the official solicitation document.
- i.19 **COPYING OF PROPOSALS.** Proposer hereby grants the City permission to copy all parts of its proposal, including without limitation any documents and/or materials copyrighted by the proposer. The City's right to copy shall be for internal use in evaluating the proposal.
- i.20 **CONTRACTOR ETHICS.** It is the policy of the City to promote courtesy, fairness, impartiality, integrity, service, professionalism, economy, and government by law in the Procurement process. The responsibility for implementing this policy rests with each individual who participates in the Procurement process, including Respondents and Contractors.

To achieve the purpose of this Article, it is essential that Respondents and Contractors doing business with the City also observe the ethical standards prescribed herein. It shall be a breach of ethical standards to:

- a. Exert any effort to influence any City employee or agent to breach the standards of ethical conduct.
 - b. Intentionally invoice any amount greater than provided in Contract or to invoice for Materials or Services not provided.
 - c. Intentionally offer or provide sub-standard Materials or Services or to intentionally not comply with any term, condition, specification or other requirement of a City Contract.
- i.21 **GIFTS.** The City will accept no gifts, gratuities or advertising products from proposers or prospective proposers and affiliates. The City may request product samples from vendors for product evaluation.
 - i.22 **PROTESTS AND APPEALS.** If a Respondent believes there is a mistake, impropriety, or defect in the solicitation, believes the City improperly rejected its proposal, and/or believes the selected proposal is not in the City's best interests, the Respondent may submit a written protest. All protests and appeals are governed by the City of Mesa Procurement Rules ("Procurement Rules"). Please see the Procurement Rules for more information; if there exists any discrepancy in this Section i.22 and the Procurement Rules, the language of the Procurement Rules controls.

Protests based upon alleged mistake, impropriety, or defect in a solicitation that is apparent before the bid opening must be filed with the Procurement Officer no later than 6:00 p.m. four (4) calendar days before Bid Opening. Protests that only become apparent after the Bid Opening

INSTRUCTIONS

must be filed within the earlier of seven (7) calendar days after: (i) the protestor knows or should have known the basis of the protest; or (ii) the date the City issues a Notice of Intent to Award. Protests that only become apparent after the City issues a Notice of Intent to Award must be filed within seven (7) calendar days after the protestor knows or should have known the basis of the protest; however, no protest may be filed later than seven (7) calendar days after contract execution.

A protestor must file the protest with the Procurement Officer. Only written protests submitted in accordance with the Procurement Rules, within the time allowed, that are based on legal and/or factual grounds will be considered. The Procurement Officer will issue a written decision.

A protestor has the right to appeal the decision of the Procurement Officer to the City Manager or designee. Appeals must be filed with the Chief Procurement Officer within seven (7) calendar days after the date the decision is received by the protestor. The appeal must be in accordance with the Procurement Rules and be based on factual or legal errors in the Procurement Officer's decision, not simply a disagreement with that decision.

The City Manager or designee will review the record and all documents submitted to the Procurement Officer to determine whether the decision should be sustained. The City Manager, at his/her sole discretion, has the option of referring the appeal to a hearing officer. The City Manager or designee will issue a written response to the appeal and this determination is final.

Protest and appeal responses will be made by the City in a timely manner. The Procurement Officer will have the sole discretion to stay the contract process until a protest or appeal is resolved. Concerns raised seven (7) calendar days or more after execution of the contract are not subject to this protest/appeal process. Protests and appeals that do not follow the processes contained in this section will be rejected.

Address Protests and Appeals to:

PROCUREMENT OFFICER:

Matt Bauer
Procurement Administrator
20 East Main Street, Suite 400
PO Box 1466
Mesa, Arizona 85211-1466
Fax: (480) 644-2655

CHIEF PROCUREMENT OFFICER:

Edward Quedens
Business Services Department Director
20 East Main Street, Suite 450
PO Box 1466
Mesa, Arizona 85211-1466
Fax: (480) 644-2687

INSTRUCTIONS - EVALUATION

- i.23 **EVALUATION PROCESS.** Proposals will be reviewed by a screening committee comprised of City employees and/or authorized agents. The City staff may or may not initiate discussions with proposers for clarification purposes. Clarification is not an opportunity to change the proposal. Proposers shall not initiate discussions with any City employee or official.
- i.24 **CRITERIA FOR EVALUATION AND AWARD.** The City evaluates four categories of information: responsiveness, responsibility, the technical proposal and price. All proposals must meet the following responsiveness and responsibility criteria.
- a) **Responsiveness.** The City will determine whether the proposal complies with the instructions for submitting proposals including completeness of proposal which encompasses the inclusion of all required attachments and submissions. The City must reject any proposals that are submitted late. Failure to meet other requirements may result in rejection.
 - b) **Responsibility.** The City will determine whether the proposer is one with whom it can or should do business. Factors that the City may evaluate to determine "responsibility" include, but are not limited to: excessively high or low priced proposals, past performance, references (including those found outside the proposal), compliance with applicable laws-including tax laws, proposer's record of performance and integrity- e.g. has the proposer been delinquent or unfaithful to any contract with the City, whether the proposer is qualified legally to contract with the City, financial stability and the perceived ability to perform completely as specified. A proposer must at all times have financial resources sufficient, in the opinion of the City, to ensure performance of the contract and must provide proof upon request. City staff may also use Dun & Bradstreet and/or any generally available industry information. The City reserves the right to inspect and review proposer's facilities, equipment and personnel and those of any identified subcontractors. The City will determine whether any failure to supply information, or the quality of the information, will result in rejection.
 - c) **Technical Proposal.** The City will determine how well proposals meet its requirements in terms of the response to the specifications and how well the offer addresses the needs of the project. The City will rank offers using a point ranking system (unless otherwise specified) as an aid in conducting the evaluation.
 - d) **Price.** We will then evaluate the proposals that have met the requirements above.
 - e) Those vendors supplying quotes, bids or proposal who have Mesa Transaction Privilege Tax license and who would be charging Mesa City TPT on the invoice if awarded, will have 1.75% removed from the taxable item(s) for the purpose of award evaluation. Awarded vendors shall charge the full amount of tax on their invoice(s).

This consideration does not apply to:
 - Construction procurements or any other procurement done using Arizona Revised Statutes Title 34 processes.
 - Purchases using Federal or other funds where the agreement that provided the funds precludes any local consideration or preference.
 - f) If less than three (3) responsive proposals are received, at the City's sole discretion, the proposals may be evaluated using simple comparative analysis instead of any announced method of evaluation, subject to meeting administrative and responsibility requirements.

INSTRUCTIONS - EVALUATION

The elements that will be evaluated and their relative weights are:

Element	Points
Proposed Business Solutions	40
Proposal Format and Organization	20
Experience in performing services for Parks, Retention Basins and Sports Fields	40
Experience working with City Government Agencies	20
Past Performance	30
Price	70
Total:	220

$$\frac{\text{Lowest Proposal Cost}}{\text{Proposal Cost being evaluated}} \times \text{Price Points Possible} = \text{Pricing Score}$$

- i.25 **SHORT-LISTING.** The City at its sole discretion may create a short-list of the highest scored proposals based on a preliminary evaluation against the evaluation criteria. Only those short-listed proposers would be invited to give presentations and/or interviews. Upon conclusion of any presentations/interviews, the City will finalize the scoring against the evaluation criteria.
- i.26 **PRESENTATIONS/INTERVIEWS.** The proposer must provide a formal presentation/interview on-site at a City location upon request.
- i.27 **BEST & FINAL OFFERS.** The City may request best & final offers if deemed necessary, and will determine the scope and subject of any best & final request. However, the proposer should not expect that the City will ask for best & finals. Therefore, proposer must submit their best offer based on the terms and conditions set forth in this solicitation.
- i.28 **COST JUSTIFICATION.** In the event only one response is received, the City may require that the proposer submit a cost proposal in sufficient detail for the City to perform a cost/price analysis to determine if the proposal price is fair and reasonable.
- i.29 **CONTRACT NEGOTIATIONS AND ACCEPTANCE.** Proposer must be prepared for the City to accept the proposal as submitted. If proposer fails to sign all documents necessary to successfully execute the final contract within a reasonable time as specified, or negotiations do not result in an acceptable agreement, the City may reject proposal or revoke the award, and may begin negotiations with another proposer. Final contract terms must be approved or signed by the appropriately authorized City official(s). No binding contract will exist between the proposer and the City until the City executes a written contract or purchase order.
- i.30 **NOTICE OF INTENT TO AWARD.** Notices of the City's intent to award a Contract are posted to the Purchasing Division's website before 6:00 PM local time on Wednesdays. If Wednesday is a holiday observed by the City, Notice will be posted on Tuesday.

It is the proposer's responsibility to check the City of Mesa's Purchasing website at www.mesaaz.gov/purchasing to view Purchasing's Intent to Award notices. This is the only notification you will receive regarding the City's intent to award a contract related to this solicitation.

STANDARD TERMS AND CONDITIONS

- S.1 **INDEPENDENT CONTRACTOR.** It is expressly understood that the relationship of Contractor to the City shall be that of an independent contractor.
- S.2 **SUBCONTRACTING.** Contractor may not subcontract work without the express written permission of the City. If Contractor has received authorization to subcontract work, it is agreed that all subcontractors performing work under the Agreement shall comply with its provisions. Further, all agreements between Contractor and its subcontractors shall provide that the terms and conditions of this Agreement be incorporated therein.
- S.3 **ASSIGNMENT.** This Agreement may not be assigned either in whole or in part without first receiving the City's written consent. Any attempted assignment, either in whole or in part, without such consent shall be null and void and in such event the City shall have the right at its option to terminate the Agreement. No granting of consent to any assignment shall relieve Contractor from any of its obligations and liabilities under the Agreement.
- S.4 **SUCCESSORS AND ASSIGNS, BINDING EFFECT.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.
- S.5 **NO THIRD PARTY BENEFICIARIES.** This Agreement is intended for the exclusive benefit of the parties. Nothing set forth in this Agreement is intended to create, or shall create, any benefits, rights, or responsibilities in any third parties.
- S.6 **NON- EXCLUSIVITY.** The City, in its sole discretion, reserves the right to request the Materials or Services set forth herein from other sources when deemed necessary and appropriate. No exclusive rights are encompassed through this Agreement.
- S.7 **AMENDMENTS.** There shall be no oral changes to this Agreement. This Agreement shall only be modified in a writing signed by both parties. No charge for extra work or material will be allowed unless approved in writing, in advance, by the City and Contractor.
- S.8 **TIME OF THE ESSENCE.** Time is of the essence to the performance of the parties' obligations under this Agreement.
- S.9 **COMPLIANCE WITH APPLICABLE LAWS.**
- a. **General.** Contractor shall procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of business. Contractor must stay fully informed of existing and future Federal, State and local laws, ordinances, and regulations that in any manner affect the fulfillment of this Agreement and shall comply with the same at its own expense. Contractor bears full responsibility for training, safety, and providing necessary equipment for all Contractor Personnel to achieve compliance prior to the Effective Date. Upon request, Contractor shall demonstrate to the City's satisfaction any programs, procedures, and other activities used to ensure compliance.
 - b. **Drug-Free Workplace.** Contractor is hereby advised that the City has adopted a policy establishing a drug-free workplace for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor shall require a drug-free workplace for all Contractor Personnel working under this Agreement. Specifically, all Contractor Personnel who are working under this Agreement shall be notified in writing by Contractor that they are prohibited from the manufacture, distribution, dispensation, possession, or unlawful use of a controlled substance in the workplace. Contractor agrees to prohibit the use of intoxicating substances by all Contractor Personnel and shall ensure that Contractor Personnel do not use or possess illegal drugs while in the course of performing their duties.
 - c. **Federal and State Immigration Laws.** Contractor agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under this Agreement and to permit the City or its agents to inspect applicable personnel records to verify such compliance. Contractor shall ensure and keep appropriate records to demonstrate that all Contractor Personnel have a legal right to live and work in the United States.
 - (i) Under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors will comply with, and are contractually obligated to

STANDARD TERMS AND CONDITIONS

comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter “Contractor Immigration Warranty”).

- (ii) A breach of the Contractor Immigration Warranty shall constitute a material breach of this Agreement and shall subject Contractor to penalties up to and including termination of this Agreement at the sole discretion of the City.
 - (iii) The City retains the right to inspect the papers of all Contractor Personnel who provides Services under this Agreement to ensure that Contractor or its subcontractors are complying with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections.
 - (iv) The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any subcontractor to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed.
 - (v) Neither Contractor nor any subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214 (A).
- d. **Nondiscrimination.** Contractor represents and warrants that it does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and represents and warrants that it complies with all applicable Federal, State and local laws and executive orders regarding employment. Contractor and Contractor Personnel will comply with applicable provisions of Title VII of the U.S. Civil Rights Act of 1964, as amended, section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and applicable rules in performance under this Agreement.
- e. **State Sponsors of Terrorism Prohibition.** Per A.R.S. §35-392, the Contractor shall not be in violation of section 6(j) of the Federal Export Administration Act and subsequently prohibited by the State of Arizona from selling goods of services to the City.

S.10 **SALES/USE TAX, OTHER TAXES.**

- a. Contractor shall be responsible for payment of all taxes including Federal, State, and local taxes related to or arising out of Contractor’s Services under this Agreement, including by way of illustration but not limitation, Federal and State income tax, social security tax, unemployment insurance taxes, and any other taxes or business license fees as required.
- b. The City is exempt from paying certain Federal Excise Taxes and will furnish an exemption certificate upon request. The City is not exempt from State and local sales/use taxes.

S.11 **AMOUNTS DUE THE CITY.** Contractor must be current and remain current in all obligations due to the City during the performance of Services under the Agreement. Payments to Contractor may be offset by any delinquent amounts due the City or fees and charges owed to the City.

S.12 **PUBLIC RECORDS.** Contractor acknowledges that the City is a public entity, subject to Arizona’s public records laws (A.R.S. § 39-121 et. seq.) and that any documents related to this Agreement may be subject to disclosure pursuant to State law in response to a public records request or to subpoena or other judicial process.

S.13 **AUDITS AND RECORDS.** Contractor shall preserve the records related to this Agreement for five (5) years after completion of the Agreement. The City or its authorized agent reserves the right to inspect any records related to the performance of work specified herein. In addition, the City may inspect any and all payroll, billing or other relevant records kept by Contractor in relation to the Agreement. Contractor shall permit such inspections and audits during normal business hours and upon reasonable notice by the City. The audit of records may occur at Contractor’s place of business or at City offices, as determined by the City.

STANDARD TERMS AND CONDITIONS

- S.14 **BACKGROUND CHECK.** The City may conduct criminal, driver history, and all other requested background checks of Contractor Personnel who would perform Services under the Agreement or who will have access to the City's information, data, or facilities in accordance with the City's current background check policies. Any officer, employee, or agent that fails the background check must be replaced immediately.
- S.15 **SECURITY CLEARANCE AND REMOVAL OF CONTRACTOR PERSONNEL.** The City shall have final authority, based on security reasons: (i) to determine when security clearance of Contractor Personnel is required; (ii) to determine the nature of the security clearance, up to and including fingerprinting Contractor Personnel; and (iii) to determine whether or not any individual or entity may provide Services under this Agreement. If the City objects to any Contractor Personnel for any reasonable cause, then Contractor shall, upon notice from the City, remove any such individual from performance of Services.
- S.16 **DEFAULT.**
- a. A party shall be in default if that party:
 - (i) Is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's capability to perform under the Agreement;
 - (ii) Is the subject of a petition for involuntary bankruptcy not removed within Sixty (60) Days;
 - (iii) Conducts business in an unethical or illegal manner; or
 - (iv) Fails to carry out any term, promise, or condition of the Agreement.
 - b. Whenever the City in good faith has reason to question Contractor's intent to perform, the former party may demand that the other party give a written assurance of its intent to perform. In the event that the demand is made and no written assurance is given within five (5) Days, the demanding party may treat this failure as an anticipatory repudiation of the Agreement.
- S.17 **REMEDIES.** The remedies set forth in this Agreement are not exclusive. Election of one remedy shall not preclude the use of other remedies. In the event of default:
- a. The non-defaulting party may terminate the Agreement, and the termination shall be effective immediately or at such other date as specified by the terminating party.
 - b. The City may purchase the services required under the Agreement from the open market, complete required work itself, or have it completed at the expense of Contractor. If the cost of obtaining substitute services exceeds the contract price, the City may recover the excess cost by (i) requiring immediate reimbursement to the City (ii) deduction from an unpaid balance due to Contractor; (iii) collection against the proposal and/or performance security; if any; (iv) collection against liquidated damages (if applicable); or (v) a combination of the aforementioned remedies or other remedies as provided by law. Costs includes any and all, fees, and expenses incurred in obtaining substitute services and expended in obtaining reimbursement, including but not limited to administrative expenses, attorneys' fees, and costs.
 - c. The non-defaulting party shall have all other rights granted under this Agreement and all rights at law or in equity that may be available to it.
 - d. Neither party shall be liable for incidental, special, or consequential damages.
- S.18 **CONTINUATION DURING DISPUTES.** Contractor agrees that during any dispute between the parties, Contractor will continue to perform its obligations until the dispute is settled, instructed to cease performance by the City, enjoined or prohibited by judicial action, or otherwise required or obligated to cease performance by other provisions in this Agreement.
- S.19 **TERMINATION FOR CONVENIENCE.** The City reserves the right to terminate this Agreement in part or in whole upon thirty (30) Days written notice.
- S.20 **TERMINATION FOR CONFLICT OF INTEREST (A.R.S. § 38-511).** Pursuant to A.R.S. § 38-511, the City may cancel this Agreement within three (3) years after its execution, without penalty or further

STANDARD TERMS AND CONDITIONS

obligation, if any person significantly involved in initiating, securing, drafting, or creating the Agreement for the City becomes an employee or agent of Contractor.

- S.21 **TERMINATION FOR NON-APPROPRIATION AND MODIFICATION FOR BUDGETARY CONSTRAINT.** The City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City reasonably determines that it does not have funds to meet its obligations under this Agreement, the City shall have the right to terminate the Agreement without penalty on the last Day of the fiscal period for which funds were legally available. In the event of such termination, the City agrees to provide written notice of its intent to terminate thirty (30) Days prior to the stated termination date.
- S.22 **PAYMENT TO CONTRACTOR UPON TERMINATION.** Upon termination of this Agreement, Contractor shall be entitled only to payment for those Services performed up to the date of termination, and any authorized expenses already incurred up to such date of termination. The City shall make final payment within thirty (30) Days after the City has both completed its appraisal of the Materials and Services provided and received Contractor's properly prepared invoice.
- S.23 **NON-WAIVER OF RIGHTS.** There shall be no waiver of any provision of this agreement unless approved in writing and signed by the waiving party. Failure or delay to exercise any rights or remedies provided herein or by law or in equity, or the acceptance of, or payment for, any Services hereunder, shall not release the other party of any of the warranties or other obligations of the Agreement and shall not be deemed a waiver of any such rights or remedies.
- S.24 **INDEMNIFICATION/LIABILITY.**
- a. Indemnification, General. To the fullest extent permitted by Law, Contractor agrees to defend, indemnify, and hold the City, its officers, agents, and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys', witnesses', and expert witnesses' fees, and expenses incident thereto, relating to, arising out of, or resulting from: (i) the Services provided by Contractor Personnel under this Agreement; (ii) any negligent acts, errors, mistakes or omissions by Contractor or Contractor Personnel; and (iii) Contractor or Contractor Personnel's failure to comply with or fulfill the obligations established by this Agreement.
 - b. Contractor shall update the City during the course of the litigation to timely notify the City of any issues that may involve the independent negligence of the City that is not covered by this indemnification.
 - c. The City assumes no liability for actions of Contractor and shall not indemnify or hold Contractor or any third-party harmless for claims based on this Agreement or use of Contractor-provided supplies or services.
- S.25 **WARRANTY.** Contractor warrants that all Services will be performed in a good, workman-like and professional manner. If any Materials or Services are of a substandard or unsatisfactory manner as determined by the City, Contractor, at no additional charge to the City, will provide Materials or redo such Services until in accordance with this Agreement and to the City's reasonable satisfaction.
- Unless otherwise agreed, the Contractor warrants that Materials shall be new, unused, of most current manufacture and not discontinued, shall be free of defects in materials and workmanship, shall be provided in accordance with manufacturer's standard warranty for at least one (1) year unless otherwise specified, and shall perform in accordance with manufacturer's published specifications.
- S.26 **THE CITY'S RIGHT TO RECOVER AGAINST THIRD PARTIES.** Contractor shall do nothing to prejudice the City's right to recover against third parties for any loss, destruction, or damage to City property, and shall at the City's request and expense, furnish to the City reasonable assistance and cooperation, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of the City in obtaining recovery.
- S.27 **NO GUARANTEE OF WORK.** Contractor acknowledges and agrees that it is not entitled to deliver any specific amount of Materials or Services or any Materials or Services at all under this Agreement

STANDARD TERMS AND CONDITIONS

- and acknowledges and agrees that the Materials or Services will be requested by the City on an as needed basis at the sole discretion of the City. Any document referencing quantities or performance frequencies represent the City's best estimate of current requirements, but shall not bind it to purchase, accept, or pay for Materials or Services which exceed its actual needs.
- S.28 **OWNERSHIP.** All deliverables, Services, and information provided by Contractor or the City pursuant to this Agreement (whether electronically or manually generated) including without limitation, reports, test plans, and survey results, graphics, and technical tables, originally prepared in the performance of this Agreement, are the property of the City and shall not be used or released by Contractor or any other person except with prior written permission by the City.
- S.29 **USE OF NAME.** Contractor shall not use the name of the City of Mesa in any advertising or publicity without obtaining the prior written consent of the City.
- S.30 **CONFLICT OF INTEREST.** Pursuant to A.R.S. § 38-504, a current or former public officer or employee within the last twelve (12) months shall not represent another organization before the City on any matter for which the officer or employee was directly concerned and personally participated in during their service or employment or over which they had a substantial or material administrative discretion. Further, while employed by the City and for two (2) years thereafter, public officers or employees are prohibited from disclosing or using, without appropriate authorization, any confidential information acquired by such personnel in the course of his or her official duties at the City.
- S.31 **FOB POINT.** All deliveries shall be FOB destination unless otherwise agreed. Freight charged/terms shall be as agreed.
- S.32 **RISK OF LOSS.** Contractor agrees to bear all risks of loss, injury, or destruction of goods or equipment incidental to providing these Services and such loss, injury, or destruction shall not release Contractor from any obligation hereunder.
- S.33 **SAFEGUARDING CITY PROPERTY.** The Contractor will be responsible for any damage to City Real property or damage or loss of City Personal Property when such property is the responsibility of or in the custody of the Contractor or its employees.
- S.34 **WARRANTY OF RIGHTS.** The Contractor warrants it has title to, or the right to allow the City to use, the Materials and Services being provided and that the City may use same without suit, trouble or hindrance from the Contractor or third parties.
- S.35 **PROPRIETARY RIGHTS INDEMNIFICATION.** Without limiting the foregoing, Contractor shall, without limitation, at its expense defend the City against all claims asserted by any person that anything provided by Contractor infringes a patent, copyright, trade secret or other intellectual property right and shall, without limitation, pay the costs, damages and attorneys' fees awarded against the City in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment shall be obtained against the City's use or operation of the items provided by Contractor hereunder or any part thereof by reason of any alleged infringement, Contractor shall, at its expense and without limitation, either (a) modify the item so that it becomes non-infringing; or (b) procure for the City the right to continue to use the item; or (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the City an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of use, which amount shall be calculated on a useful life not less than five (5) years, and plus any additional costs the City may incur to acquire substitute supplies or services.
- S.36 **CONTRACT ADMINISTRATION.** The contract shall be administered by the Purchasing Administrator and/or an authorized representative from the using department. All questions regarding the contract shall be referred to an administrator for resolution. Supplements may be written to the contract for the addition or deletion of services. Payment will be negotiated and determined by the Contract Administrator(s).
- S.37 **FORCE MAJEURE.** Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the

STANDARD TERMS AND CONDITIONS

public enemy, riots, fire, explosion, legislation, and governmental regulation. The party whose performance is so affected shall within five (5) Days notify the other party of all pertinent facts and identify the force majeure event. The party whose performance is so affected shall also take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so, or to minimize or eliminate the effect thereof. The delivery or performance date shall be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay, provided however, under no circumstances shall delays caused by a force majeure extend beyond one hundred-twenty (120) Days from the scheduled delivery or completion date of a task.

- S.38 **COOPERATIVE USE OF CONTRACT.** The City has entered into various cooperative purchasing agreements with other Arizona government agencies, including the Strategic Alliance for Volume Expenditures (SAVE) cooperative. Any contract may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of the Contractor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.

If required to provide services on a school district property at least five (5) times during a month, Contractor shall submit a full set of fingerprints to the school district in accordance with A.R.S. 15-512 of each person or employee who may provide such service. The district shall conduct a fingerprint check in accordance with A.R.S. 41-1750 and Public law 92-544 of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the District. Additionally, the Contractor shall comply with the governing body fingerprinting policies of each individual school district/public entity. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City shall not be responsible for any disputes arising out of transactions made by others.

- S.39 **FUEL CHARGES AND PRICE INCREASES.** No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by the City's Purchasing Division.
- S.40 **NOTICES.** All notices to be given pursuant to this Agreement shall be delivered to the parties at their respective addresses. Notices may be (i) personally delivered; (ii) sent via certified or registered mail, postage prepaid; (iii) sent via overnight courier; or sent via facsimile. If provided by personal delivery, receipt shall be deemed effective upon delivery. If sent via certified or registered mail, receipt shall be deemed effective three (3) Days after being deposited in the United States mail. If sent via overnight courier or facsimile, receipt shall be deemed effective Two (2) Days after the sending thereof.
- S.41 **GOVERNING LAW, FORUM.** This Agreement shall be governed by the laws of the State of Arizona. The exclusive forum selected for any proceeding or suit in law or equity arising from or incident to this Agreement shall be Maricopa County, Arizona.
- S.42 **INTEGRATION CLAUSE.** This Agreement, including all attachments and exhibits hereto, shall supersede all prior oral or written agreements, if any, between the parties, and shall constitute the entire agreement between the parties with respect to the work to be performed.
- S.43 **PROVISIONS REQUIRED BY LAW.** Any provision required by law to be in this Agreement is a part of this Agreement as if fully stated in it.
- S.44 **SEVERABILITY.** If any provision of this Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect. The parties will negotiate diligently in good faith for such amendment(s) of this Agreement as may be necessary to achieve the original intent of this Agreement, notwithstanding such invalidity or unenforceability.
- S.45 **SURVIVING PROVISIONS.** Notwithstanding any completion, termination, or other expiration of this Agreement, all provisions which, by the terms of reasonable interpretation thereof, set forth rights and obligations that extend beyond completion, termination, or other expiration of this Agreement, shall

STANDARD TERMS AND CONDITIONS

survive and remain in full force and effect. Except as specifically provided in this Agreement, completion, Termination, or other expiration of this Agreement shall not release any party from any liability or obligation arising prior to the date of termination.

SPECIAL TERMS AND CONDITIONS

SPECIFIC PROVISIONS

1.0 DEFINITION OF TERMS

For the purpose of these specifications, the following words and terms shall be defined as hereinafter set forth:

- 1.1 "Agreement" shall mean the Agreement for landscape maintenance for the City of Mesa.
- 1.2 "City" shall mean the City of Mesa, Arizona, its officers, employees, or representatives.
- 1.3 "Contract Boundaries" shall mean the area within the perimeter of each individual contract maintenance area described and listed in this original agreement or later added by change order.
- 1.4 "Contractor" shall mean the person, corporation, or partnership performing landscape maintenance services under contract with the City.
- 1.5 "Debris" shall mean all litter, rubbish, leaves, sand, dirt, garbage, and other foreign material removable from within the contract boundaries.
- 1.6 "May" shall mean permissive.
- 1.7 "Should" shall mean expected.
- 1.8 "Shall" shall mean mandatory.
- 1.9 "Landscape" shall mean all wanted and unwanted plant life and the surface or earth that it is growing in or may grow in, which is within the boundaries of specific grounds covered by this contract.
- 1.10 "Grounds" shall mean all developed or undeveloped dedicated public right-of-way and other City owned property within the existing or future corporate limits of the City of Mesa. These "grounds" may include landscaped areas adjacent to City buildings or facilities, parks, retention basins, parkways, medians, or other lands proposed for future development by the City.
- 1.11 "Extra Work" shall mean any work the City requests the Contractor to perform which is either outside the contract boundaries or does not conform to the definition of "Routine Work" required by these specifications. All authorized and approved Extra Work performed under this contract shall be paid at the prevailing Extra Work Rate for labor services and equipment used.
- 1.12 "Routine Work" shall mean all work requirements described in these specifications included as part of the pay items listed for each contract area or areas added by change order.
- 1.13 "Emergency Response Work" shall mean any work the City requests the Contractor to perform which is in response to an immediate hazard or other emergency as determined by the City. The Contractor must be available to commence work within one hour of receiving the City's request. All authorized and approved Emergency Response work shall be paid at the prevailing Extra Work rate for that contract.
- 1.14 "Storm Clean Up" shall mean any Extra Work the City requests the Contractor to perform which is storm or weather related.
- 1.15 "Hard Surface Area" shall mean any area other than those where the surface of the ground is

SPECIAL TERMS AND CONDITIONS

covered with grass, plants, rock products, soil or any combination of these items.

1.16 "Landkey" Shall mean all area within the contracted boundaries of a specific site.

2.0 **SCOPE OF WORK**

Zones 1, 2, 4 and Eastmark Park shall be bid separately and shall be awarded separately. All zones and Eastmark Park shall be staffed, operated and maintained separately per contract requirements.

Unless otherwise specified, service for routine contract pay items and special work items shall include furnishing all labor, supervision, equipment, tools, fuel, materials (unless provided by the City in accordance with these documents), insurance, bonding, and all other items incidental thereto which are necessary to perform the work as specified, for grounds maintenance. The Contractor shall provide a yard for parking, maintenance, and storage of all equipment at a site other than on City property and at no added cost to the City. For the convenience of the City, and only when space is available, the Contractor may be permitted to place a materials storage unit on City Property. Any such storage unit so placed shall be removed from City property immediately when requested to do so by the City Representative.

The City shall provide the Contractor with required water for irrigation of the landscape areas and other items hereinafter specified.

3.0 **ADDITIONS AND DELETIONS**

The City may add or delete maintenance areas at any time by change order. The Contractor will be paid for all approved services satisfactorily completed. The City reserves the right to utilize the prices and services originally proposal for future award recommendations. Pricing for areas added to the contract may be negotiated amongst the awarded vendors if it is in the best interests of the City to employ.

4.0 **VANDALISM AND VEHICLE ACCIDENTS**

If an accident occurs within the contract boundaries or on adjacent property or public right of way, the Contractor shall report the accident to the City within twenty-four (24) hours of discovery. All cases of vandalism shall be reported to the City immediately. The City will review the situation and determine the appropriate course of action.

5.0 **CONSTRUCTION**

Areas where considerable construction is taking place are subject to suspension until construction is complete. Whenever construction is noted by the Contractor, the Contractor shall immediately notify the City and note on daily worksheet the limits of landscape areas affected. The Contractor shall also inspect the area(s) under construction and make notes of condition. A written report of condition shall be submitted to the City within three (3) working days after the City's request.

Upon request the Contractor shall submit a special maintenance agreement to the City. This special maintenance agreement will be to care for the area under construction to ensure the best possible maintenance under the circumstances.

Upon receiving notice that construction is complete, the Contractor shall inspect the area within three (3) working days and shall submit a written report to the City indicating the extent of any damage to the contract area, including a cost estimate to make needed repairs. The City may request the Contractor to perform repairs as an extra work authorization or to submit competitive quotes. After all damage is repaired, the City will authorize the Contractor to resume regular maintenance.

SPECIAL TERMS AND CONDITIONS

6.0 **DISPOSAL OF DEBRIS**

All debris and any other waste matter removed from the contract area shall be transported and disposed of in compliance with federal, state, county, and City laws and regulations. All material shall be covered while in transport to prevent spilling.

For the Streets and Parks Maintenance contracts, the Contractor is solely responsible for any disposal fees (dumping charges), incurred as a result of routine work. Fees for disposal of debris accumulated from Extra Work or Emergency Response Work shall be listed on Extra or Emergency Response Work invoices as a separate item to be reimbursed by the City. The disposal must be at an authorized landfill. Disposal costs greater than the areas current fee range will be the responsibility of the Contractor.

7.0 **CONTRACTOR/CITY COMMUNICATIONS**

7.1 **Local Office**

Throughout the period of this contract, the Contractor shall establish and maintain a local office and an authorized managing agent. The local office shall be within a one (1) hour drive time from the contract area.

Contractor's local managing agent shall serve as the point of contact for dealing and communicating with the City. Upon City request, the General Manager, President or their designee shall meet with City representatives within twenty-four (24) hours of receiving notice.

7.2 **City Contact**

The Contractor's primary contact will be the Parks Maintenance Landscape Coordinator, or the City's authorized representative, in all matters pertaining to change orders, invoice authorization, schedule approvals or daily performance of this contract. The City's official representatives for overall contract administration are listed in Section 14.0.

7.3 **Field Supervisor**

The Contractor shall furnish one (1) qualified field supervisor that speaks, reads and writes in English, for each contract awarded. Each Parks Zone, Streets Maintenance Section and Facilities Maintenance contract are separate contracts. The Contractor's Field Supervisor shall supervise only one (1) contract unless approved by the City Representative. The Field Supervisor will be available at all times during work hours to address problems, field inspections, and perform drive thrus. This person shall not have any additional labor duties other than incidentals. For example, the Field Supervisor shall not also function as a crew leader or foreman, and shall have separate transportation to be able to move independently between jobsites. The Field Supervisor is permitted to respond to and assist in emergency situations. The field supervisor will be required to meet with the City Representative, at their office, within the first hour of each work day.

The Contractor shall have a field supervisor available during working hours for coordination with the City. The Contractor shall provide a cellular telephone for the supervisor and/or foreman. The Contractor shall be responsible for payment of all charges relating to Cellular use. All communication equipment shall be kept in proper working condition at all times.

SPECIAL TERMS AND CONDITIONS

8.0 **CONTRACTOR'S EMPLOYEES**

8.1 **Identification**

Contractor's employees shall be required to wear a clean uniform bearing the Contractor's name. Employees who normally and regularly come into direct contact with the public shall bear some means of individual identification, such as a name tag or identification card. New employees shall be in uniform within ten (10) working days after their start date.

8.2 **Driver's License**

Employees driving the Contractor's vehicles shall at all times possess and carry a valid vehicle operator's license issued by the State of Arizona, the class of which shall be appropriate for the vehicles operated, in accordance with State law.

8.3 **Conduct**

Contractor's employees, officers and subcontractors shall not identify themselves as being employees of the City of Mesa. Employees shall conduct themselves in such a manner as to avoid embarrassment to the City of Mesa, and shall be courteous to the public. In the event of difficulty with the public, the City shall be notified immediately.

The Contractor shall prohibit the use of intoxicating substances by drivers and crew members while on duty or in the course of performing their duties under this contract. No employee of the Contractor or any subcontractor who is suspected of being under the influence of intoxicating substances shall be permitted to perform work under this contract.

8.4 **List of Employees**

The Contractor shall supply the City with a current list of employees assigned to each City contract. The list must include: full names, driver's license number with expiration date, job title, and where applicable, certified pesticide applicator's license number and expiration date or any other pertinent or required certification or registration. The list shall be kept current, changes to contract assignments of key personnel i.e. supervisors, and irrigation technicians must be submitted in writing to City of Mesa within two (2) workdays after implementation. Failure to submit current list and changes shall be subject to liquidated damages as set forth in section 15.0. Repeated failures may result in a Notice of Default.

All company officers and employees working on this contract must be listed and correlated to a City position title listed in the "Extra Work" section.

8.5 **Communications Skills**

It is important that at least one (1) crew member on each work crew be sufficiently proficient in the English language to receive/transmit instructions, interpret chemical washing labels and otherwise communicate with the City's Contract Monitors/Specialists. At least one (1) member of each irrigation maintenance crew must read and write English well enough to understand written instructions and irrigation plans and to prepare reports and schedules.

9.0 **CONTRACTOR'S EQUIPMENT**

9.1 **Vehicles and Equipment**

The Contractor shall provide and maintain during the entire period of this contract, vehicles

SPECIAL TERMS AND CONDITIONS

and equipment sufficient in number, condition and capacity to efficiently perform the work and render the services required by this contract.

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

All portable 2-cycle powered lawn and garden equipment shall have EPA required labeling attached attesting compliance with EPA Phase I emission standards. The Contractor shall use oil recommended by the equipment manufacturer that complies with EPA Phase I standards, and as a minimum, all 2-cycle engines shall use oil of ISO GC grade or better.

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

9.2 **Vehicle Identification**

All vehicles used by the Contractor must be clearly identified with the name of the company and phone number of the local office on each side of the vehicle.

9.3 **Vehicle Use and Access**

Vehicles that are not specifically designed for turf maintenance, such as pick-up trucks, front loaders, etc., shall not be permitted to enter a turf, xeriscape, or natural habitat area from a perimeter roadway, pathway, or parking lot, without the prior approval of a City representative. Parking on sidewalks shall be restricted. The Contractor will not at any time be allowed to park on a sidewalk adjacent to any Arterial or Major Collector Street without providing appropriate barricading or traffic control (per Traffic Barricading Manual), to allow Pedestrian traffic a safe route around vehicles.

10.0 **SCHEDULING OF WORK**

10.1 **Routine and Extra Work Schedule**

The Contractor shall provide written monthly schedules, using the City supplied worksheet, not later than the 25th of each month for all work planned during the following month. The monthly schedules must be specific by listing the type of tasks being performed each day at each location, i.e., mow, clean, irrigation, etc. The City shall review and approve the schedules submitted and reserves the right to demand reasonable changes or adjustments or to reject the entire proposed schedule if it can be shown that it is not in the best interest of the City as proposed.

Only re-works, and extra work will be permitted on Fridays unless prior approval is obtained. No weekend work is permitted, unless approved by the City. Exceptions are that all Parks will be cleaned seven (7) days a week, 365 days a year.

10.1.1 Parks and Streets contracts, mowing, cleaning, trimming and regular irrigation maintenance shall be scheduled on Monday through Thursday of each week. Only re-works, and extra work will be permitted on Fridays unless prior approval is obtained. No weekend work is permitted, unless approved by the City. Exceptions are that all parks will be cleaned seven (7) days a week, 365 days a year.

Special provisions for Sports Field Scheduling

Due to programming demands and the need to complete all required tasks prior to scheduled events, all sports field work must be completed at least one

SPECIAL TERMS AND CONDITIONS

(1) hour prior to the start of any scheduled activity.

- 10.1.2 Facilities contracts, mowing and cleaning shall be scheduled on Monday through Thursday of each week, except as specified in the time restrictions listed for each specific building or facility on the bid forms. There are no restrictions or limitations regarding the days of the week that other tasks (not listed above) may be performed. However, some sites have specific scheduling requirements and restrictions that must be adhered to.

The Contractor must make every effort to stay on schedule and shall complete all routine work during the scheduled calendar week unless unforeseen circumstances beyond the control of the Contractor cause delays. All scheduled items not completed, must be reported on the daily work sheet and submitted within the first working hour of the following day with an explanation why the work was not completed. This report shall be in written form using the City supplied worksheet. The Contractor shall be required to complete all tasks once started, before proceeding to other sites, unless authorized by the City.

The Contractor shall be required to complete all tasks at each site before proceeding to other sites. The City will determine if work not done on schedule constitutes a deficiency. The Contractor must gain approval of the City to do work more than one (1) day off of the schedule. If prior approval is not requested or obtained, the City may refuse to pay for work items done more than one day off of the schedule.

Failure to submit schedules or revisions prior to commencement of routine work shall be subject to liquidated damages as set forth in section 15.0. Repeated failures may result in a Notice of Default.

10.2 **Holiday Schedule**

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

- a. New Year's Day – January 1
- b. Martin Luther King Day - Third Monday in January
- c. Presidents' Day - Third Monday in February
- d. Memorial Day - Last Monday in May
- e. Independence Day - July 4
- f. Labor Day - First Monday in September
- g. Veterans' Day - November 11
- h. Thanksgiving Holiday - Fourth Thursday and the following Friday in November
- i. Christmas Day - December 25

Holidays that fall on a Saturday are observed the Friday before and holidays that fall on Sunday are observed the Monday following the holiday.

During the week of a holiday, the Contractor shall submit in writing, for approval, an adjusted weekly schedule so that tasks are not omitted and crews shall return to the normal weekly schedule the following week.

11.0 **CONDITION OF LANDSCAPE AREAS AT BEGINNING AND END OF CONTRACT**

11.1 **Condition of Landscape at Beginning of Contract:**

Upon receiving official notification that a contract has been approved by City Council, the

SPECIAL TERMS AND CONDITIONS

Contractor shall inspect the area for identification of preexisting conditions that would prevent or adversely affect completion of any normal routine maintenance activities. The Contractor shall prepare a list of specific deficiencies found at each contract area and submit the list to the City for review within two (2) weeks of award of contract. If no deficiencies are found, written documentation must be submitted stating such. The City will evaluate each problem listed to determine if extra compensation is warranted for repair work prior to starting routine maintenance.

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

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

All repairs to preexisting conditions deemed necessary and authorized by the City, shall be made within thirty (30) days of award of this contract.

11.2 **Condition of Landscape at End of Contract:**

Approximately six (6) weeks prior to this contract being terminated, the City and the Contractor will make a final inspection to determine the condition of all landscape areas. Items found to be improperly maintained by the outgoing Contractor will be fully corrected at no cost to the City, prior to the last two (2) weeks of the Contract. If not fully corrected within two (2) weeks of the end of the contract, the City will arrange for repairs to be made and the costs for making repairs to the areas will be deducted from final payments to the outgoing Contractor. The same will apply even if the current (outgoing) Contractor has been awarded a new contract for the same areas. The last payment shall be that which is due for all work completed during the final forty-five (45) days of the contract.

12.0 **WEATHER - SUSPENSION OF WORK**

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

13.0 **COMPENSATION**

13.1 **Payment**

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

Payment for work in any given area will be upon completion and acceptance by the City for the entire Landkey group quantity for any given task. An area is defined as the entire Landkey group. No partially completed task within a Landkey Group will be considered for payment.

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

SPECIAL TERMS AND CONDITIONS

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

- A. Deductions to Payments Due: The City shall establish the payment amount. If the Contractor fails to perform the work in accordance with the contract, the City may hold part or all payments due to the Contractor. Part payment may be withheld (never paid) if the Contractor fails to perform or fails to correct poor performance within the correction time limits.

If the Contractor has not taken action to correct the deficiency within the time listed in the ("Correction Time Limit Schedule") the City may withhold all payments for the area affected. Upon completion of the corrective action within the time frame listed, payment will be released for work completed satisfactorily. The City will not pay the Contractor for unsatisfactory work or uncorrected deficiencies.

- B. Failure to correct areas identified as deficient by the City within the limits of this correction time limit schedule, unless written extensions have been authorized, may result in cause for termination of the contract in accordance with provisions of this document.

Correction Time Limit Schedule: (Time starts upon receipt of notification)

Emergency Response Work	1 Hour response; Complete ASAP
Cleaning (Parks Contracts)	2 Working Hours
Backflow Assy. Testing & Repair (N/A Parks Contracts)	1 Working Day
Watering & Sprinkler Repair	1 " "
Cleaning (Facilities and Streets Contracts)	1 " "
Submission of Schedules & Work plans	1 " "
Mowing	2 Working Days
Trimming/Vegetation Maintenance	2 " "
Dead Plant Removal	2 " "
All other "Extra" Work	2 " "
Weed Control	3 Working Days
Fertilization	3 " "
All other "Unit Cost" Work	3 " "
Replanting	5 Working Days

For Facilities contract only. Corrective work can be performed on Saturday.

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

13.2 Payment Requests, Work Reports, and Re-inspection

Daily, the Contractor shall submit to the City a detailed report of work items (sprinklers, mowing, cleaning irrigation, detailing etc.) completed the previous day. The report will be due within one (1) hour after the City work shift begins on the next scheduled workday after completion of the work. Partially completed routine pay items are not to be listed. Late submittal of reports or inclusion of incomplete tasks may result in a re-inspection fee charge.

SPECIAL TERMS AND CONDITIONS

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

The City will inspect the work listed and approve or disapprove each item for payment. Items found to be incomplete or deficient in workmanship will be noted and a withholding notice issued to the Contractor. Deficient or incomplete work must be corrected in accordance with paragraph 13.1B. The withholding notice will be considered official notification of deficiencies. Additional information concerning the specifics of the deficiency will be given to the Contractor upon request.

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

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

13.3 **Extra Work**

All "Extra Work" ordered in the contracted area shall be compensated for in accordance with the schedule entitled "Hourly Payment Rates for Extra Work on Landscape and Grounds Maintenance", which contains hourly rates submitted by the Contractor with the bid. Landfill fees for Extra or Emergency Response Work shall be listed on invoices as a separate item to be reimbursed by the City. If the Contractor is asked to quote on Extra Work in another Contractor's area, labor rates may be quoted at the hourly wage rate determined by the Contractor.

The Contractor shall not perform any Extra Work until authorization is obtained from the City. This authorization will be in the form of a Change Order or a numbered service or work order authorization form. All Extra work shall commence within forty-eight (48) hours or on a date agreed, except Emergency Response Work that requires a one (1) hour response/commencement. Extra work performed without authorization may not be paid. The Contractor is not guaranteed full or exclusive right to perform extra work that may be required. The City reserves the right to obtain competitive quotations or otherwise select the most appropriate Contractor for performing extra work.

13.4 **Emergency Response**

The Contractor shall be prepared to respond to irrigation system and landscape emergency calls on a twenty-four (24) hour, seven (7) day per week basis. "Emergency Response Work" shall mean any work the City requests the Contractor to perform which is in response to an immediate hazard or other emergency as determined by the City. The Contractor must commence work within one (1) hour of receiving the City's request. Failure to respond shall be considered a default of Contract. Repeated failures are subject to termination as set forth in S.16.

The Contractor shall provide the names and phone numbers of employees who will be assigned to respond to after-hour "Emergency" situations. The City shall also be kept informed of the name of the specific person assigned to respond on any given day.

The Contractor shall respond to the site where the emergency exists within one (1) hour of receiving notification from the City. During "off duty" hours, the Contractor's employee assigned to respond to the emergency, shall only take those actions that will enable the

SPECIAL TERMS AND CONDITIONS

problem to be downgraded from an emergency. However, in no case shall a hazardous condition be left uncorrected.

The Contractor's employee who responds to each emergency shall fill out a "Daily Work Report" for "Extra Work" with information that explains the emergency call-out and the actions taken to correct the problem. The report shall also indicate the name of the City Employee who called, the time of day when he/she received the call, the time of day upon his/her arrival at the job site and the elapsed time spent on the job site correcting the problem.

Payment for "Emergency Response" shall comply with the Contractor's hourly labor and equipment rates listed in the bid documents. However, if the emergency was caused by the Contractor's failure to adequately perform "Routine" or "Extra" maintenance work, no compensation shall be made for responding to the emergency. The City shall make the determination whether or not payment is due after reviewing the "Daily Work Report" and the work performed.

14.0 **OFFICIAL ADDRESSES AND TITLES**

The Official City Representative and overall Contract Administrator is the Business Services Dept. Director, whose address is; City of Mesa Purchasing, 20 E. Main Street, Suite 400 (85201), P. O. BOX 1466, Mesa, Arizona 85211-1466. This person is authorized to approve change orders to the contract.

The Contractor's primary contact for scheduling and inspecting of work is the Parks Maintenance Landscape Coordinator, who works for and through the Parks Maintenance Supervisor.

15.0 **LIQUIDATED DAMAGES/PERFORMANCE GUARANTEES**

The City's expectation is that landscape and grounds maintenance performed by the Contractor will result in the Parks, Basins, Sports Fields, parkway medians and right of ways looking well-groomed and clean at all times. If tasks are omitted or not satisfactorily completed, public safety and the appearance of City Parks, Basins, Sports Fields, medians and right of ways are compromised. The Contractor and City agree upon the following schedule of liquidated damages to be deducted from monies due or to become due to the Contractor. These sums are fixed and agreed upon, not as a penalty, but because the parties agree that the actual loss to the City and to the public caused by the omission of work or substandard performance is impractical and extremely difficult to ascertain.

SPECIAL TERMS AND CONDITIONS

LIQUIDATED DAMAGE TABLE

SITUATION	AMOUNT TO BE DEDUCTED
A. Failure to respond to emergency calls within the specified time limits (Sec. 13.4)	\$50 per site/emergency
B. Failure to repair irrigation system problems in a timely manner or with acceptable quality. (Sec. 13.1B)	\$50 per site/day
C. Failure to correct deficiencies within the time allowed in the Correction Time Limit Schedule (Sec. 13.1B)	\$50 per site/day
D. Failure to start "extra work" within forty-eight (48) hours, or on the date agreed or withdrawing from the job prior to completion without authorization from the City (Sec. 13.3)	\$50 per day plus the City has the right to re-award and charge any increased difference to the Contractor.
E. Failure to start and satisfactorily complete routine work within the scheduling requirements (Sec. 16.0)	\$25 per site/day
F. Illegal or non-conforming waste disposal (Sec. 6.0)	\$50 per site/day
G. Failure to submit schedules and work plans within the dates and times required (Sec. 10.0)	\$25 per site/day
H. Field supervisor performing labor without City authorization or not being available during working hours to address problems, do field inspections, and/or meet with City representatives (Sec. 7.3).	\$25 per occurrence
I. Failure to wear a uniform bearing the Contractors name or to bear individual photo identification (Sec. 8.1)	\$25 per occurrence
J. Failure to comply with Parking Restrictions on Arterial and Major Collector Streets (Sec. 9.3)	\$50 per occurrence
K. Failure to satisfactorily complete routine work prior to reservation start times.	\$50 per site/day
L. Failure to comply with List of Employees requirements (Sec. 8.4)	\$25 per occurrence

DETAILED SPECIFICATIONS

16.0 ZONES 1, 2 & 4 REQUIREMENTS

16.1 Cleaning

16.1.1 Daily Trash Collection and Cleaning of Park Areas

All cleaning shall be performed during the hours of 06:00 a.m. to 10:00 a.m. daily. The City may delegate priority areas due to high use or programmed events.

Cleaning services in parks shall include, but not be limited to, removal of all trash, such as paper, cans, bottles, broken glass and dried or dead plants, or parts of plants (i.e. leaves, fronds, branches under six (6) inches in diameter, etc.), animal feces and signs attached to or placed, accumulated in the contracted area. Trash and debris removal after rain water has subsided shall be considered routine work.

All trash containers and animal waste stations shall be emptied and trash liners replaced as directed by the City, the liners shall be provided by the Contractor.

All trash and debris accumulating inside and under barbecue grills and drinking fountains; inside and around handball courts, playground sand/engineered wood fiber areas, multi-purpose play slabs, parking lots, bleachers, ramadas, picnic pads, basketball courts and volleyball courts, and hard surface walkways, sidewalks and patios shall be picked up and removed.

When high displacement of sand/engineered wood fiber play areas occur, it shall be filled or raked to a minimum depth of twenty-four (24) inches above base soil, (i.e. all fall zones around swings, slide exists, spring toys, etc.).

All trash and debris left in and around lakes, streams, wetland planters, (that can be reached without entering the water) decomposed granite, behind or inside retention, flood irrigation or storm water gates and grates (as far back as can be reached without breaking the plain of the opening) shall be picked up and removed.

All ramadas shall have remains of banners, tape, signs, streamers, and other foreign material removed from ramada surfaces and posts. Picnic tables directly under the ramadas shall have any remains from tablecloths, or coverings on the tables, removed.

All ramadas, hard surface walkways sidewalks, curb areas, hard surface play slabs and courts, bleachers, concession and table pads shall be free of ALL debris and spilled materials. The concrete shall be washed and squeegeed to remove standing water. Picnic tables directly under the ramadas or on pads shall be washed.

All trash and debris in and around splash pad shall be removed. Splash pad area shall be power washed daily one hour prior to opening.

Eastmark Park special provisions:

All trash containers and animal waste stations shall be emptied, and hosed/washed to remove spilled materials and debris as needed; trash liners replaced as needed, the liners are to be provided by the Contractor.

16.1.2 Weekly Trash Collection and Cleaning of Park and Sports Fields Areas

All non-turf areas shall be hand raked to a level finish and debris bagged and removed. The entire sand/engineered wood fiber area of contained play areas and volleyball courts shall be

DETAILED SPECIFICATIONS

raked, debris removed, and sand leveled to a minimum depth of twelve (12) inches. Except for fall zones which will be completed as outlined in 16.1.1 of daily cleaning.

Damaged or burned trash containers will be removed and replaced with new or reconditioned trash barrels furnished by the City of Mesa. (Damaged barrels shall be disposed of with the refuse or recycled after approval is given by the City.)

Inside all gated, fenced or block pump/Motorola station buildings shall have all trash, weeds, glass and debris removed. Hard surface areas within these buildings shall be cleaned to a broom swept condition.

16.1.3 Trash Collection and Cleaning of Retention Basins

Trash collection, and the cleaning of retention basins, shall be completed on the scheduled mowing day before the areas are to be mowed or as scheduled by the Landscape Coordinator.

As outlined in this estimated frequency section, cleaning shall be performed and shall include, but is not limited to, removal of trash, such as paper, cans, bottles, animal feces and dried or dead plants or parts of plants (leaves, fronds, branches under six (6) inches in diameter, etc.), accumulated in contracted areas as a result of littering, wind or rain storms, and unauthorized signs attached to or placed within contract area. Trash and debris removal after rain water has subsided shall be considered routine work.

All non-turf areas shall be hand raked to a level finish and debris removed. Trash and debris left as a result of storm water or nuisance water shall be picked up and removed.

Accumulations of trash and debris inside or behind retention grates shall be removed (as far back as can be reached without breaking the plane of the opening).

All ramadas, hard surface walkways sidewalks, curb areas, hard surface play slabs and courts, bleachers, concession and table pads shall be free of ALL debris and spilled materials. The concrete shall be washed and squeegeed to remove standing water. Picnic tables directly under the ramadas or on pads shall be washed.

If trash barrels are present, they are to be emptied and liners replaced as needed; liners to be supplied by Contractor. Damaged or burned trash containers will be removed and replaced with new or reconditioned trash barrels furnished by the City of Mesa. (Damaged barrels shall be disposed of with the refuse or recycled after approval is given by the City.)

Inside all gated, fenced or block pump/Motorola station buildings shall have all trash, weeds, glass and debris removed. Hard surface areas within these buildings shall be cleaned to a broom swept condition.

Eastmark Park special provisions:

Trash collection and cleaning of retention basins shall be completed daily.

If trash containers are present, they are to be emptied and hosed to remove spillage and debris, and liners replaced as needed; liners to be supplied by Contractor.

16.1.4 General Cleaning for Both Parks and Retention Basins

Plant material shall have a minimum nine (9) foot clearance unless otherwise directed by the Landscape Coordinator. All tree maintenance shall conform to ANSI A300, the American National Standard for Tree Care Operations – Tree, shrub and other Woody Plant Maintenance Standard Practices and be performed in such a manner as to encourage and maintain the healthy

DETAILED SPECIFICATIONS

growth and vigor of the plant. Sucker and/or low growth shall be removed as needed. This shall be considered as Routine Work.

All debris accumulated from plant material removal or trimming shall be removed by the Contractor during the same working day.

The Contractor shall be responsible for staking, tying, removal or loosening of ties, and removal of stakes as directed by City. All holes from removed plant material (washouts, irrigation repairs, etc.) shall be filled or refilled until grade is maintained. Any bubbler or drip emitter for a removed plant material will be capped as designated by the Landscape Coordinator or his representative. This shall be considered as Routine Work.

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

All debris falling within parking lot areas, on sidewalks, or on curb lines shall be picked up and removed by the Contractor.

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

Routine weed control, as described in Section 16.5.1, shall be considered a part of cleaning. Items collected during the process of cleaning and trash removal shall be disposed of by the Contractor by placing such material in an appropriate refuse container or to a sanitary landfill. The parks division will not supply the contractor with refuse dumpsters for their use.

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

16.1.5 **Vegetation Maintenance**

Vegetation maintenance shall be performed weekly at all parks, sports fields and basins as part of the routine work.

All vegetation maintenance shall conform to ANSI A300, the American National Standard for Tree Care Operations-Tree, Shrub and other Woody Plant Maintenance-Standard Practices and be performed in such a manner as to encourage and maintain the healthy growth and vigor of the plant. This shall be considered as Routine Work.

Shrubs and hedges shall be trimmed in such a manner that they present a pleasing appearance and do not obstruct the vision from building windows or the vision of vehicle drivers.

Shrubs, hedges and ground vegetation shall be maintained so the vegetation does not overgrow its designated growth perimeter.

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

Any bubbler or drip emitter for a removed plant will be capped.

The Contractor shall provide weekly removal of fallen leaves at no additional cost.

DETAILED SPECIFICATIONS

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

Eastmark Park special provisions:

Wetland Vegetation Maintenance:

Inspect watering system (natural or irrigation) daily to insure that all wetland plants are receiving continuous lake/stream and /or irrigation water for plant healthy growth and report findings to designated City of Mesa personnel.

Remove all trash and debris from planted areas daily.

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

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

16.2 **Mowing**

16.2.1 **Parks and Basins**

Lawn areas shall be mowed and edged to an even height, not to exceed one and one half (1½) inch. Uneven cuts, scalping and varying heights will be considered unsatisfactory to City standards. The Contractor may be penalized up to the full cost of the mowing plus a re-inspection fee for each occurrence.

Winter turf mowing of all Park areas shall require clippings or debris generated from the mow to be collected and removed immediately from the Park and disposed of in an approved container or landfill.

All mowing tasks initiated in parks and retention basins shall be completed during the same working day. Parks with large turf areas may be split between multiple days (upon approval), however, any section where mowing is initiated must be completed (mowing, edging, and hard surface sweeping) during the same working day.

Sports Fields and Sports Field Common Areas

In locations designated with a sports field, (i.e. softball, soccer, football, rugby field, etc.) the mowing height shall be set year around at one (1) inch for the in-play, and spectator and practice areas of all designated sports fields unless otherwise directed by the City. For soccer fields, softball, flag football, and rugby fields, it is fence to fence or the granite-to-granite area. All mowers used for Sports Field mows shall be equipped with baggers. All clippings or debris generated from the mow shall be collected and removed immediately from the site and disposed of in an approved container or landfill. **Windrowing prior to pick up will not be allowed.** The City may request additional sports field mows due to unusual growth or programmed use.

16.2.2 **Mowing Detail**

Lawn areas adjacent to sidewalks, curbs and hard surface pads or patios, shall be edged with a bladed lawn edger. Chemical control of grass will be permitted along chain link fences, around

DETAILED SPECIFICATIONS

sign posts, underneath certain play equipment, structures, certain trees and in sidewalk expansion joints only.

Chemical spraying must be performed in accordance with the State of Arizona Office of Pest Management (OPM) Rules and Regulations. The Contractor is required to be properly licensed for the specific pest control to be utilized. The Contractor shall furnish properly certified and trained personnel and equipment for routine grass control and spraying. If the Contractor is not licensed for the specific pest control to be utilized, a licensed subcontractor may be used. The subcontractor and its personnel are then bound by the above requirements. All chemical applications must be documented and submitted to the Parks Department representative within twenty-four (24) hours of application.

Mechanical edging and trimming shall be done around and underneath all other fixed structures (i.e. tables, benches, posts, etc.).

Grass clippings shall be collected and removed to a refuse container if they are thick enough to be designated as unsightly by the City at no extra charge.

The City will determine when a portion of any area is not mowable due to excessive ground moisture, standing water or flood irrigation water. The percentage not mowed will be deducted from the weekly mowing payment.

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

It is the Contractor's responsibility to remove weeds or grasses around the base of all trees and shrubs planted in turf areas to a diameter of ten (10) inches away from trunk. All methods used to remove this growth must insure that no damage to the tree or shrub occurs. If damage to the tree or shrub is evident, it shall be the Contractor's responsibility to replace said tree/shrub in kind, with no cost to the City. Damage to the tree/shrub includes but is not limited to: any girdling or bark removal, a broken trunk, leader or main branch which disfigures the plant, and/or chemical burning, stunting or leaf drop.

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

16.3 **Sprinkler System Maintenance**

The City will furnish all water.

The Contractor will work with the City to establish and maintain sprinkler station watering schedules. The Contractor will not be responsible for diagnostic procedures involving the Motorola, Irrinet, Scorpio, Ace or M controllers. If the Contractor has reason to believe that a controller has failed, it must be reported immediately to a Landscape Coordinator. The Contractor is still responsible for all maintenance (valves, sprinklers, field wiring, controller wiring main lines and laterals) while the control unit is being repaired.

16.3.1 **Philosophy and Goal**

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

DETAILED SPECIFICATIONS

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

The Contractor is responsible for adjusting the sprinkler system and station run times to maximize consistency and coverage. Locations that are utilizing Motorola Ace and/or M for irrigation control will be programmed by the City upon written request from the Contractor. Request must include but not limited to watering days, station times, frequencies, etc. Each unit (Motorola Ace/M) will be capable of connecting to a Rainmaster Remote Controller to allow for irrigation checks. Contractors shall be required to supply and maintain Rainmaster Remote Units as applicable. The City will have final approval of all sprinkler system adjustments and water application rates.

All the Sprinkler systems shall be operated at a designated seasonal frequency, using the least amount of water necessary to maintain the growth, health and vigor of all landscape plant materials. If special watering is needed for any area, it is the responsibility of the Contractor to bring it to the City's attention, in writing.

Plant materials that are damaged due to lack of water or overwatering (when the Contractor has control of watering), shall be replaced or returned to health at the Contractor's expense. Replacement and plant recovery procedures shall be submitted by the Contractor for the City's approval.

Any Contractor concerns for sprinkler system design or management practices must be submitted to the City, in writing, or otherwise be the responsibility of the Contractor. These concerns must be specific to the individual problem, with recommendations for repair/renovation.

The Contractor shall not water to a point of run-off. If run-off is occurring, adjustment of the watering schedule, or use of wetting agents, may be necessary. It is a violation of Mesa City Code to cause any water to flow into a public street (Ordinance No. 1065).

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

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

- 1) Sprinklers should start no earlier than 10:00 p.m. and be off no later than 11:00 a.m., where applicable;
- 2) Sprinklers operating after 11:00 a.m. must be approved by the City,
- 3) Adjustments that are made by the Contractor in order to maintain growth at the desired rate must be reported to the City in writing.
- 4) Sprinklers days/times shall be adjusted as needed to allow for special events and reservations of facilities.

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

Upon written notification from the Contractor of system failure involving electric supply and/or water supply from the City's main lines, the City will assume the cost for necessary hand watering done in accordance with the special watering provision (Section 16.3.2).

DETAILED SPECIFICATIONS

The Contractor shall submit a current weekly irrigation inspection report for each location to the Landscape Coordinator for approval. A detailed map of the irrigation system shall be kept current and stored at each location. Weekly reports of each location's irrigation and repairs report must be submitted the morning following the scheduled check for approval of payment. Reports must be filled out accurately to reflect system changes and/or repairs. Report forms shall be provided by the City.

The Contractor shall maintain a log of current sprinkler programs, stations and station times. A copy of the log shall be maintained at the site, properly protected from the elements, and a copy shall be submitted to the City and kept accurate as changes occur.

The irrigation inspection report shall include, but not be limited to:

- a) Start times
- b) Stop time
- c) Cycles
- d) Main line percentages
- e) Programs
- f) Days of week system waters
- g) Each station's watering time
- h) Station location

In all non-Motorola controlled areas, the Contractor's personnel is responsible for turning off all sprinkler systems when rain occurs or is forecasted with a certainty to continue for more than a one (1) day period. When rain conditions have passed, the Contractor shall adjust the system for proper operation. If storm water or nuisance water is being retained in water retention areas, the Contractor shall turn-off only the stations impacted by the standing water, until the water recedes or is removed, and then return the stations to normal operation. This adjustment shall be noted on the daily maintenance report and submitted to the Landscape Maintenance Coordinator on each occurrence. This shall be considered routine work.

Eastmark Park special provisions:

Eastmark Park currently utilizes Calsense controllers for all irrigation needs.

16.3.2 Special Watering

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

16.3.3 Certification

The Contractor will certify the skill level of all Sprinkler Technicians that will work on the City of Mesa's sprinkler maintenance contract. This certification will be accomplished by a "hands-on" situational exercise conducted by the City of Mesa. The Contractor may certify as many individuals as desired to successfully perform the contract requirements; however, each zone must have at least one (1) designated full time Sprinkler Technician for every one hundred (100) acres of turf. Failure to successfully certify Sprinkler Technicians with the City will be grounds for termination of the Parks Landscape Maintenance Contract in its entirety.

DETAILED SPECIFICATIONS

Time Frame for Sprinkler Technician qualification:

Beginning of Contract

Testing to qualify Sprinkler Technicians from the award winning Contractors will be within fifteen (15) days from commencement of contract. If any applicant fails the test, they will be retested in fifteen (15) days.

Mid-Contract

If a Contractor loses their qualified Sprinkler Technician during the course of the contract, they will have fifteen (15) days to hire a replacement and take the test. If the applicant fails the test, they will be retested in fifteen (15) days.

If the Contract has failed to qualify a Sprinkler Technician in the **thirty (30)** day time period, either at the beginning or in mid-term, the City reserves the right to complete the required work or have it completed at the expense of the Contractor. Failure to comply with the requirement may also trigger the default process. Contractors are encouraged to qualify back-up Sprinkler Technicians.

The situational exercises will consist of twenty (20) tasks directly related to establishing and maintaining a properly functioning sprinkler system. A total score of sixty-two (62) or better is required to pass. The twenty (20) tasks consist of:

<u>TASK</u>	<u>POINTS</u>
1) Recognize a failed backflow assembly.	2Pts
2) Repair a malfunctioning valve.	10Pts
3) Locate a valve in the field. (521)	10Pts
4) Repair a broken wire.	5Pt
5) Adjust the flow on a control valve.	1Pt
6) Check (Ohm) reading on a solenoid.	10Pts
7) Diagnose a controller with no display.	10Pts
8) Program an Irritrol.	7Pts
9) Program (Irrinet)	15Pts
10) Program (Scorpio)	15Pts
11) Check station voltage on the controller.	5Pts
12) Prepare an I-40 sprinkler for installation.	1Pt
13) Prepare a swing joint.	1Pt
14) Adjust radius and arcs on sprinkler heads.	1Pt
15) Replace a sprinkler head.	1Pt
16) Install a nozzle to an existing head.	1Pt
17) Clean out a clogged lateral.	2Pt
18) Adjust a drip system.	1Pt
19) Adjust a bubbler head.	1Pt
20) Clean a drip system filter.	1Pt
TOTAL POINTS	100

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

16.3.4 Sprinkler Maintenance

The Contractor is required to employ the necessary qualified sprinkler personnel with the knowledge and equipment to diagnose, repair and maintain all watering systems within the contract boundaries. The Contractor will furnish at least one (1) certified Sprinkler Technician for

DETAILED SPECIFICATIONS

every one hundred (100) acres of turf per Zone. Each Sprinkler Technician must be independently mobile. The Contractor shall maintain a reasonable City issued inventory of commonly required repair parts on the service vehicle in order to facilitate prompt sprinkler equipment repairs. Sprinkler equipment shall include, but is not limited to, all sprinkler mains, lateral lines, fittings, control valves, valve boxes, controller clocks and wiring, and sprinkler heads.

The Contractor shall furnish all necessary equipment, tools and labor in sufficient quantity to completely review each sprinkler system's components such as pumps, controllers, flow sensors, valves, pressure regulators, bubblers and drip emitters, each week for proper operation and function.

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

The Contractor will be responsible for the care and maintenance of any equipment issued by the City.

The City reserves the right to provide repair parts to the Contractor. The Contractor shall pickup repair parts from the City of Mesa's Parks Maintenance Shop service yard at the designated hours. **No purchases shall be made by the Contractor unless approved by the Landscape Coordinator.** The Contractor shall fill out a parts order form for each request listing:

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

If sprinkler equipment presently in service malfunctions, but is repairable, it is the Contractor's responsibility, at no additional cost to the City, to supply the labor to repair said equipment. If malfunctioning equipment cannot be repaired within the time frame outlined in Section 13.1 B, the Contractor shall notify the City in writing, within four (4) hours after malfunction is detected. The City will determine the best course of action. Installation of replacement equipment, whether new or rebuilt, shall be considered routine work.

If a non-Motorola controller malfunctions, the Contractor shall be responsible for removing the control clock needing repair, marking station wires, delivering clocks to the Parks Maintenance Shop for repairs and reinstalling the control clock with the station wires in the original order, as found.

If the Controller repairs encountered will take more than two (2) working days to correct, a temporary controller, supplied by the City, will be installed by the Contractor at no additional charge until the permanent controller can be repaired.

The Contractor shall return all sprinkler parts, control valves and valve parts that have been replaced, to the City's Parks Maintenance Shop's service yard every week on Friday morning. Control clocks will be returned to the City the day it is removed for repair or replacement.

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

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

DETAILED SPECIFICATIONS

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

16.3.5 **Backflow Prevention Assembly**

The Contractor is required to employ qualified personnel with knowledge in recognizing a failed backflow system. The Contractor must notify the Landscape Coordinator the same day the failure is detected.

16.4 **Fertilization**

The City will furnish all fertilizer.

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

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

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

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

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

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

Payment for fertilizing shall be paid for at the unit price agreed upon by an extra work authorization.

16.4.1 **Application Accountability**

The Contractor shall be allocated sufficient fertilizer to treat a given park or retention basin. This fertilizer may not be used for any other reason or on any other location outside the park system. All unused fertilizer bags will be returned to the Parks Maintenance Shop service yard for redistribution.

The City will conduct spot inspections on the Contractor's equipment and application method to assure material is being distributed and applied at the given rates. Failure to follow rates may result in the Contractor furnishing fertilizer to complete unfinished parks or basins within the contract boundaries.

DETAILED SPECIFICATIONS

16.5 **Pest Control**

16.5.1 **Weed Control**

There are two (2) payment variations for weed control. Charges for weed control in non-turf areas shall be included in the "cleaning" cost for each applicable park or retention basin. Non-turf areas shall be kept weed-free and grass-free as part of Routine work. Broadleaf weed control in turf areas shall be considered Extra Work.

Chemical spraying must be performed in accordance with the State of Arizona Office of Pest Management's Rules and Regulations (azda.gov). The Contractor is required to be properly licensed for the specific pest control methods utilized. The Contractor shall use only properly certified and trained personnel and equipment for routine weed control and spraying. The Contractor is responsible for providing the name and phone number of their Qualifying Party to the Landscape Maintenance Coordinator.

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

16.5.2 **Non-Turf Areas**

Routine weed control shall consist of area spraying, spot spraying, hand-weeding and removal in sufficient quantity to achieve a weed and grass free result. Payment shall be considered as "Cleaning" costs for each contract area.

Non-turf areas shall be weed free upon inspection to qualify for payment. Any pre-emergent herbicide used shall be considered a management tool and the cost will not be paid by the City. No materials will be furnished or authorized for extra payment by the City.

16.5.3 **Turf Areas**

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

The contractor shall be responsible for chemical control around designated trees within the turf area. The areas to be chemically controlled shall be no larger than ten (10) inches from the base of the tree.

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

16.5.4 **Damage Due to Spraying**

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

DETAILED SPECIFICATIONS

16.6 **Tree Maintenance**

All tree removals shall be approved by the City, in writing, before the Contractor begins any work. The Contractor shall submit a report on all areas where trees have been removed. The report shall include:

- 1) Area location
- 2) Work order authorization number
- 3) Date actually removed
- 4) Approximate location onsite
- 5) Type of tree removed
- 6) Approximate diameter and height
- 7) Replacement Status

Vandalism shall be documented by the Contractor through an incident report. Payment for vandalism will be paid for at the rate agreed upon by an Extra Work Authorization. Tree branches must be six (6) inches in diameter or larger from storm damage to constitute extra work, all other incidentals fall under Section 16.1.1.

16.6.1 **Replanting and Plant Removal**

Whenever a tree dies or is damaged as a result of storm, age, uncontrollable pest infestation, disease, or vandalism, the Contractor shall remove the tree and document such on a Daily Work Report form. The labor, equipment, plants and materials required for removal and replanting by the Contractor will be paid for at the price agreed upon by an extra work authorization.

If the tree dies as a result of neglect or poor management, as stated in Section 16.6, the Contractor shall supply all labor, materials and equipment at no cost to the City.

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

16.6.2 **Emergencies**

Any tree, or parts, blocking roadways, on sidewalks, in parking lots, or broken branches hanging from base tree, shall be promptly removed upon receipt of the City's emergency notification to the Contractor. The Contractor is required to respond to emergency requests within one (1) hour of notification as outlined in section 13.1 B. Payment for emergency calls will be made at the price agreed upon by an extra work authorization.

16.7 **Tree Pruning (If applicable)**

All horticultural techniques necessary to encourage and maintain healthy growth of trees shall be carried out. This landscape area will be performed as Extra Work Authorization. The company awarded such Extra Work Authorization must have Certified Arborist and Certified Tree Workers and copies of such certification must be submitted on request.

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

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

DETAILED SPECIFICATIONS

Payment for tree pruning where requested by the City, will be paid for at the price agreed upon from the bidding process and to the satisfaction of the landscape coordinator and/or his representative.

16.7.1 **Palm Trees**

Palm trees may be pruned annually to the height of new frond growth. This work generally starts approximately April 1st and is complete by July 1st, unless directed otherwise by the Landscape Coordinator.

Bucket truck and/or aerial lift devices shall be the permissible method of pruning. Climbing with spikes shall not be considered acceptable unless directed otherwise by the Landscape Coordinator or his/her Supervisor.

The Contractor, during the same working day, shall remove all debris accumulated from palm tree pruning.

Payment for palm tree pruning shall be paid for at the unit price agreed upon by an extra work authorization.

Eastmark Park special provision:

1. Date Palm Maintenance in the splash pad area:

Trim fronds as needed to maintain upward angle of approximately 35-45 degrees (measured from center line of palm trunk to the ground) to deter hanging fronds that will attract birds for perching.

Monthly inspect all date fronds for debris and trash, remove and maintain clean appearance as not to attract birds, remove immediately and damaged or hanging fronds that may attract and encourage bird habitat.

Between may 1st and June 15th inspect and remove all palm flower stalks cleanly to their base. Re-inspect within 2 weeks to insure no new flower stalks have grown or appeared.

Remove all completely to their base to prevent growth of fruit that attract birds.

2. Palm maintenance for (all) Palms in the Plaza Area:

Trimming of palms shall be performed at least once a year in the late spring prior to May 1st. Cut away any dead or browning fronds growing below the base of the crown. Do not cut too close to the trunk, to prevent exposing the trunk causing possible damage or harm to the tree.

Between may 1st and June 15th inspect and remove all palm flower stalks cleanly to their base. Re-inspect within 2 weeks to insure no new flower stalks have grown or appeared. Remove all completely to their base to prevent growth of fruit that attract birds.

Bucket truck and/or aerial lift devices shall be the permissible method of pruning. Climbing with spikes shall not be considered acceptable.

The Contractor during the same working day shall remove all debris accumulated from tree pruning.

DETAILED SPECIFICATIONS

Payment for palm tree pruning and maintenance shall be considered routine work.

16.7.2 Palm Trunk Skinning

The palm frond stubs shall be removed annually to the height that will not cause tree damage. Payment shall be considered a part of palm tree pruning (Section 16.7.1) for each contract area.

The City may request skinning to remove old palm frond stubs from the top of the last skinning to a designated height.

17. BIDDER REQUIREMENTS.

The Bidder must be licensed for landscape maintenance as required by Arizona Revised Statutes, (Chapter 10, Title 32, SS 32-1101 through 32-1170-03), and qualified by experience, adequate financing, equipment and personnel to do the work called for in this request for bid. This will be demonstrated in part by submitting a completed "Bidder Questionnaire" along with the bid form. Failure to submit complete information as requested shall be grounds for rejection of the bid. Each bidder must submit a copy of their A-21 or K-21 Arizona Contractor's license with their bid in order to be eligible for contract award. In addition, Contractors providing repair and/or maintenance on backflow prevention assemblies must have an A-21 or K-21 Contractor's license or acceptable alternate as determined by the Arizona Registrar of Contractors.

The City shall have the option of making a pre-award and/or regular post-award inspection of the bidders' facilities and records during the contract period. Such inspections will assist in determining that the Contractor is duly licensed, operating within all relevant legal guidelines, and has adequate personnel and equipment to perform the services required herein.

During the evaluation period and prior to the anniversary date of the contract, the City may require any bidder or the Contractor to submit a financial statement, and a statement disclosing all ownership interests whether direct, indirect or beneficial.

Upon request, the bidder may be required to furnish a demonstration of the service to be provided. Any such demonstration shall express a performance warranty that the whole of the service to be performed shall conform to the demonstration. Payment for any demonstration performed on a City area in need of maintenance will be made at the prices proposed on the bid schedule.

Bidders may be rejected if facilities, equipment, and/or financial resources are determined by the City to be inadequate for the services covered by this solicitation. The City's decision as to a bidder's ability to perform will be considered final.

18. LEGAL REQUIREMENTS.

Applicable Standard Specifications – The City of Mesa has incorporated the following sections of the most current Maricopa Association of Government (MAG) specifications into this Request for Proposal and any resulting contract to the extent that they do not conflict with other specifications herein:

- Section 424 "Parkway Grading"
- Section 425 "Topsoils"
- Section 430 "Landscaping & Planting"
- Section 440 "Sprinkler Irrigation System Installations"
- Section 757 "Sprinkler Irrigation System"
- Section 795 "Landscape Material"

These M.A.G. specifications may be downloaded from the Maricopa Association of Government's website at <http://www.mag.maricopa.gov>.

DETAILED SPECIFICATIONS

19. **MINIMUM QUALIFICATIONS.**

The City of Mesa (COM) shall determine, at its sole discretion, which Offerors have the basic qualifications to conduct the desired services. Offerors are required to have satisfactory previous experience of no less than five (5) years in providing exceptional landscape maintenance services. The requirement can be met if one or more of the principals, partners or corporate officers have the equivalent experience while in a senior management position with another firm. The Offeror must demonstrate sufficient financial resources to meet the requirements of the RFP. Offerors are responsible for acquainting themselves with the parks, basins and sports fields within the scope of this proposal, as listed in Appendix A.

20. **INSURANCE REQUIREMENTS.**

Contractor shall maintain coverage for all general, contractual and products liability risks normally associated with the goods and materials and/or services covered by this contract.

The Contractor shall maintain at all times during the term of this contract, a minimum amount of \$3 million per occurrence/\$5 million aggregate Commercial General Liability insurance, including Contractual Liability. For General Liability insurance, the City of Mesa, their agents, officials, volunteers, officers, elected officials or employees shall be named as additional insured, as evidenced by providing an additional insured endorsement..

The Contractor shall maintain at all times during the term of this contract, a minimum amount of \$1 million per occurrence Automobile Liability insurance.

The Contractor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statute.

Prior to the execution of the Contract, the Contractor shall provide the City with a Certificate of Insurance (using appropriate ACORD certificate) SIGNED by the Issuer, applicable endorsements, and the City reserves the right to request additional copies of any or all of the above policies, endorsements, or notices relating thereto.

When the City requires a Certificate of Insurance to be furnished, the Contractor's insurance shall be primary of all other sources available. When the City is a certificate holder, the Contractor agrees that no policy shall expire, be canceled or materially changed to affect the coverage available without advance written notice to the City.

“Waiver of Subrogation. The policies required by this agreement (or contract) shall contain a waiver of transfer rights of recovery (subrogation) against City, its agents, representatives, directors, elected officials, officers, employees, and volunteers for any claims arising out of the work of Contractor.”

All insurance certificates and applicable endorsements are subject to review and approval by the City's Risk Manager.

MILESTONES

1. **BEGINNING AND END DATE OF INITIAL TERM.** March 1, 2014 through February 28, 2017.
INITIAL TERM FOR EASTMARK PARK. July 1, 2014 through February 28, 2017.
 - a. If the commencement of performance is delayed because the City does not execute the contract on the start date, the City may adjust the start date, end date and milestones to reflect the delayed execution.
2. **EXTENSION.** The City reserves the right to extend the term of this contract, provided however, that the City shall give written notice of its intentions to extend this contract no later than thirty (30) days prior to the expiration date of the contract.
3. **RENEWAL.** At the end of the initial term of this contract, the City may initiate renewal(s) as provided. The decision to renew a contract rests solely with the City. The City will give written notice of its intention to renew the contract no later than thirty (30) days prior to the expiration.

1 Two (2) one (1) Year renewals possible at the City's option.
4. **PRICES.** All pricing shall be firm for the initial term of three (3) year except where otherwise provided by the specifications, and include all transportation, insurance and warranty costs. The City shall not be invoiced at prices higher than those stated in any contract resulting from this proposal.
 - a. The Contractor certifies that the prices offered are no higher than the lowest price the Contractor charges other buyers for similar quantities under similar conditions. The Contractor further agrees that any reductions in the price of the goods or services covered by this proposal and occurring after award will apply to the undelivered balance. The Contractor shall promptly notify the City of such price reductions.
 - b. During the 60- day period prior to each annual anniversary of the contract effective date, the Contractor may submit a written request that the City increase the prices in an amount for no more than the twelve month change in the ***Consumer Price Index for All Urban Consumers*** (CPI-U), US City Average, All Items, Not Seasonally Adjusted as published by the U.S. Department of Labor, Bureau of Labor Statistics (<http://www.bls.gov/cpi/home.htm>). The City shall review the request for adjustment and respond in writing; such response and approval shall not be unreasonably withheld.
 - c. At the end of the initial term, pricing may be adjusted for amounts other than inflation based on mutual agreement of the parties after review of appropriate documentation. Renewal prices shall be firm for at least one year, and may be adjusted thereafter as outlined in the previous paragraph.

No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by the City's Purchasing Division.

RESPONSE ELEMENTS

1. **PROPOSAL SUBMISSION** - Submit a signed original along with Five (5) copies of the offer in a sealed container.

Electronic Format Requested Yes (CD or Thumb Drive)

In order for your proposal to be considered, the following should be included and referenced with *index tabs*: **DO NOT use spiral binding or comb binding for your offers – 3-ring binders are preferred for large proposals.**

2. **PROPOSAL FORMAT**

Table of Contents: Identify contents by tab and page number

TAB 1 - Letter of Transmittal. A brief letter of transmittal shall be submitted that includes the following information:

1. The proposer's understanding of the work to be performed.
2. A positive commitment to perform the service within the time period specified.
3. The names of key persons, representatives, project managers who will be the main contacts for the City regarding this project.

TAB 2 - Qualifications. (Abilities, Experience and Expertise) The following information shall be included:

1. A statement of your qualifications, abilities, experience and expertise in providing the requested services.
 - a. A description of what qualifies your company, financial and otherwise, to provide the City with these services for the required period of time, provide appropriate staffing, provide necessary resources and show a history of demonstrated competence.
 - b. An assessment of the proposer's abilities to meet and satisfy the needs of the City, taking into consideration the requested services, additional services and/or expertise offered that exceed the requirements, or the vendor's inability to meet some of the requirements of the specifications.
 - c. References – A minimum of three references, preferably from other public entities within the State of Arizona, for whom you have provided similar services. Include the name of entity, contact person's names, phone numbers, e-mail addresses, mailing addresses, type of service provided, dates these services were provided.
2. Identification of senior and technical staff to be assigned to the City. Staff named in the proposal may not be substituted without permission of the City.
 - a. Resumes, including relevant experience must be included.

TAB 3 - Program Description AND Method of Approach. Clearly define the program offered and your method of approach to include, but not limited to the following elements.

1. Proposed Business Solutions
2. Proposal Format and Organization
3. Experience in performing services for Parks, Retention Basins and Sports Fields
4. Experience working with City Government Agencies
5. Past Performance
6. Price

TAB 4 - Pricing and Compensation Forms. The cost portion of the proposal shall include the following elements:

1. Completed and Signed Pricing and Compensation Forms.
2. A listing of any and all additional charges not specifically listed on the Pricing and Compensation Form.

TAB 5 - Other Forms. The following forms shall be completed and signed:

1. Vendor Questionnaire form, if required
2. Exceptions, Confidential and Additional Materials form
3. Vendor Information form
4. Offer and Acceptance form
5. Sample of Billing

RESPONSE ELEMENTS

6. Sample Contract (if your company requires the City to sign a contract separate from the RFP award and issuance of a Purchase Order).
7. W-9 Form. All responses should include a fully completed, most current W-9 form. Failure to include the W-9 will not disqualify your bid. (<http://www.irs.gov/pub/irs-pdf/fw9.pdf>)
8. Proposal security enclosed, if required

VENDOR QUESTIONNAIRE

GENERAL	
Years in Business providing similar services:	
Contractor's License No(s): (Submit a copy with the proposal)	Type:
Number of employees at location serving this contract:	
Provide Names, contact and telephone numbers of three (3) organizations that have received similar services from your company. At least one reference should be comparable in size to Mesa's proposed contract.	
Firm/Government Agency Name:	
Contact Person:	Phone:
Address:	Fax:
	E-Mail Address:
\$ Value of Work, Supplies/Services and Dates Provided:	
Firm/Government Agency Name:	
Contact Person:	Phone:
Address:	Fax:
	E-Mail Address:
\$ Value of Work, Supplies/Services and Dates Provided:	
Firm/Government Agency Name:	
Contact Person:	Phone:
Address:	Fax:
	E-Mail Address:
\$ Value of Work, Supplies/Services and Dates Provided:	
Vehicle/ Equipment Inventory which is available for this contract:	

Vendor Name _____

Date: _____

VENDOR QUESTIONNAIRE

List any additions to equipment or personnel you anticipate if awarded this contract:

Subcontractors:
List subcontractor that will participate in carrying out the obligations of any resulting contract.

Subcontractor Contact Name:	Phone:
Contractor License Type:	Type/Number:
Subcontractor Contact Name:	Phone:
Contractor License Type:	Type/Number:
Subcontractor Contact Name:	Phone:
Contractor License Type:	Type/Number:
Subcontractor Contact Name:	Phone:
Contractor License Type:	Type/Number:

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

FINANCIAL

Company Management: Provide names and years with the Company:

President:
Controller:
Contractor/Representative (Who would handle this account: submit resume with proposal):

Yearly sales volume at location serving this contract:

--

Banking References:

Bank:
Location:
Officer

Vendor Name _____ Date: _____

VENDOR QUESTIONNAIRE

Bank:	
Location:	
Officer:	
Credit References: Provide names and telephone numbers of at least three (3) organizations that your company deals with on a day-to-day basis (i.e. suppliers)	
Firm/Government Agency Name:	
Contact Person:	Phone:
Address:	Fax:
	E-Mail Address:
Supplier of:	
Firm/Government Agency Name:	
Contact Person:	Phone:
Address:	Fax:
	E-Mail Address:
Supplier of:	
Firm/Government Agency Name:	
Contact Person:	Phone:
Address:	Fax:
	E-Mail Address:
Supplier of:	
Firm/Government Agency Name:	
Contact Person:	Phone:
Address:	Fax:
	E-Mail Address:
Supplier of:	
Insurance: Provide name of insurance carriers that provide coverage for your company.	
Automobile:	
General/Contractor Liability:	
Bonding:	

Vendor Name _____

Date: _____

PRICING AND COMPENSATION

Pursuant to all the contract specifications enumerated and described in this solicitation, we agree to furnish **Parks, Retention Basins and Sports Fields Landscape Maintenance Services – Zones 1, 2, 4 and Eastmark** to the City of Mesa at the price(s) stated below.

ZONE 1 PARKS, RETENTION BASINS AND SPORTS FIELDS LANDSCAPE MAINTENANCE PRICE SUMMARY (Based on Detail Pricing Sheets pages 49-55) (Zone 1 Details Appendix B)	
Annual Cost	
Cleaning	\$
Mowing	\$
Sprinkler System Maintenance	\$
TOTAL BASE BID, ZONE 1: \$ _____	

ZONE 2 PARKS, RETENTION BASINS AND SPORTS FIELDS LANDSCAPE MAINTENANCE PRICE SUMMARY (Based on Detail Pricing Sheets pages 56-65) (Zone 2 Details Appendix C)	
Annual Cost	
Cleaning	\$
Mowing	\$
Sprinkler System Maintenance	\$
TOTAL BASE BID, ZONE 2: \$ _____	

ZONE 4 PARKS, RETENTION BASINS AND SPORTS FIELDS LANDSCAPE MAINTENANCE PRICE SUMMARY (Based on Detail Pricing Sheets pages 66-72) (Zone 4 Details Appendix D)	
Annual Cost	
Cleaning	\$
Mowing	\$
Sprinkler System Maintenance	\$
TOTAL BASE BID, ZONE 4: \$ _____	

Vendor Name _____

Date: _____

PRICING AND COMPENSATION

EASTMARK PARK LANDSCAPE MAINTENANCE

PRICING

Eastmark Park – 8.25 acre park located at Ray and Eastmark Parkway

Eastmark Park	Cost	Unit	Estimated Frequency	Total
Cleaning		Per Week	X 52	
Mowing		Per Occurrence	X 27	
Fertilization		Per Occurrence	X 3	
Sprinkler System Maintenance		Per Week	X 52	
Palm Tree Trimming		Per Occurrence	X 1	

TOTAL BASE BID, EASTEMARK: \$ _____

Vendor Name _____

Date: _____

PRICING AND COMPENSATION

**PARK MAINTENANCE FREQUENCIES
ZONE 1**

	<u>Unit Cost</u>	<u>Estimated Frequency</u>	<u>Unit Total</u>	<u>Annual Total</u>
Augusta Ranch Park:				
Cleaning	_____ per week	X 52	_____	
Mowing	_____ per occurrence	X 27	_____	
Sprinkler Sys. Maint.	_____ per week	X 52	_____	_____
Falcon Hill Park:				
Cleaning	_____ per week	X 52	_____	
Mowing	_____ per occurrence	X 27	_____	
Sprinkler Sys. Maint.	_____ per week	X 52	_____	_____
Golden Hills Park:				
Cleaning	_____ per week	X 52	_____	
Mowing	_____ per occurrence	X 27	_____	
Sprinkler Sys. Maint.	_____ per week	X 52	_____	_____
Jefferson Park:				
Cleaning	_____ per week	X 52	_____	
Mowing	_____ per occurrence	X 27	_____	
Sprinkler Sys. Maint.	_____ per week	X 52	_____	_____
Monterey Park:				
Cleaning	_____ per week	X 52	_____	
Mowing	_____ per occurrence	X 27	_____	
Sprinkler Sys. Maint.	_____ per week	X 52	_____	_____
Red Mountain Park:				
Cleaning	_____ per week	X 52	_____	
Mowing	_____ per occurrence	X 27	_____	
Sprinkler Sys. Maint.	_____ per week	X 52	_____	_____

Vendor Name _____

Date: _____

PRICING AND COMPENSATION

ZONE 1

	<u>Unit Cost</u>		<u>Estimated Frequency</u>		<u>Unit Total</u>	<u>Annual Total</u>
Red Mountain Baseball Fields:						
Cleaning	_____	per week		X 40	_____	
Mowing	_____	per occurrence		X 27	_____	
Drip Sys. Maint.	_____	per week		X 12	_____	

Red Mountain Multi-Generational Center:						
Cleaning	_____	per week		X 52	_____	
Mowing	_____	per occurrence		X 27	_____	
Sprinkler Sys. Maint.	_____	per week		X 52	_____	

Red Mountain Soccer						
Cleaning	_____	per week		X 40	_____	
Mowing	_____	per occurrence		X 27	_____	

Red Mountain Softball Fields:						
Cleaning	_____	per week		X 40	_____	
Mowing	_____	per occurrence		X 27	_____	
Drip Sys. Maint.	_____	per week		X 12	_____	

Skyline Park						
Cleaning	_____	per week		X 52	_____	
Mowing	_____	per occurrence		X 27	_____	
Sprinkler Sys. Maint.	_____	per week		X 52	_____	

Skyline Softball Fields:						
Cleaning	_____	per week		X 40	_____	
Mowing	_____	per occurrence		X 27	_____	

Vendor Name _____

Date: _____

PRICING AND COMPENSATION

BASIN MAINTENANCE FREQUENCIES

	<u>Unit Cost</u>	<u>ZONE 1 Estimated Frequency</u>	<u>Unit Total</u>	<u>Annual Total</u>
Basin #108:				
Cleaning	_____ per week	X 30	_____	
Mowing	_____ per occurrence	X 19	_____	
Sprinkler Sys. Maint.	_____ per week	X 25	_____	_____
Basin #109:				
Cleaning	_____ per week	X 12	_____	
Sprinkler Sys. Maint.	_____ per week	X 12	_____	_____
Basin #110:				
Cleaning	_____ per week	X 12	_____	
Sprinkler Sys. Maint.	_____ per week	X 12	_____	_____
Basin #111:				
Cleaning	_____ per week	X 30	_____	
Mowing	_____ per occurrence	X 19	_____	
Sprinkler Sys. Maint.	_____ per week	X 25	_____	_____
Basin #112:				
Cleaning	_____ per week	X 30	_____	
Mowing	_____ per occurrence	X 19	_____	
Sprinkler Sys. Maint.	_____ per week	X 25	_____	_____
Basin #113:				
Cleaning	_____ per week	X 30	_____	
Mowing	_____ per occurrence	X 19	_____	
Sprinkler Sys. Maint.	_____ per week	X 25	_____	_____

Vendor Name _____

Date: _____

PRICING AND COMPENSATION

ZONE 1

	<u>Unit Cost</u>	<u>Estimated Frequency</u>	<u>Unit Total</u>	<u>Annual Total</u>
Basin #114:				
Cleaning	_____ per week	X 30	_____	
Mowing	_____ per occurrence	X 19	_____	
Sprinkler Sys. Maint.	_____ per week	X 25	_____	_____
Basin #115:				
Cleaning	_____ per week	X 30	_____	
Mowing	_____ per occurrence	X 19	_____	
Sprinkler Sys. Maint.	_____ per week	X 25	_____	_____
Basin #116:				
Cleaning	_____ per week	X 30	_____	
Mowing	_____ per occurrence	X 19	_____	
Sprinkler Sys. Maint.	_____ per week	X 25	_____	_____
Basin #117:				
Cleaning	_____ per week	X 12	_____	_____
Basin #801				
Cleaning	_____ per week	X 30	_____	
Mowing	_____ per occurrence	X 19	_____	
Sprinkler Sys. Maint.	_____ per week	X 25	_____	_____
Basin #802:				
Cleaning	_____ per week	X 30	_____	
Mowing	_____ per occurrence	X 19	_____	
Sprinkler Sys. Maint.	_____ per week	X 25	_____	_____
Basin #803:				
Cleaning	_____ per week	X 30	_____	
Mowing	_____ per occurrence	X 19	_____	
Sprinkler Sys. Maint.	_____ per week	X 25	_____	_____

Vendor Name _____

Date: _____

PRICING AND COMPENSATION

ZONE 1

	<u>Unit Cost</u>	<u>Estimated Frequency</u>	<u>Unit Total</u>	<u>Annual Total</u>
Basin #804				
Cleaning	_____ per week	X 30	_____	
Mowing	_____ per occurrence	X 19	_____	
Sprinkler Sys. Maint.	_____ Per week	X 25	_____	_____
Basin #805				
Cleaning	_____ per week	X 30	_____	
Mowing	_____ per occurrence	X 19	_____	
Sprinkler Sys. Maint.	_____ Per week	X 25	_____	_____
Basin #806:				
Cleaning	_____ per week	X 30	_____	
Mowing	_____ per occurrence	X 19	_____	
Sprinkler Sys. Maint.	_____ Per week	X 25	_____	_____
Basin #807:				
Cleaning	_____ As needed	x 2	_____	_____
Basin #808:				
Cleaning	_____ per month	X 30	_____	
Mowing	_____ per occurrence	X 19	_____	
Sprinkler Sys. Maint.	_____ Per week	X 25	_____	_____
Basin #809:				
Cleaning	_____ per week	X 30	_____	
Mowing	_____ per occurrence	X 19	_____	
Sprinkler Sys. Maint.	_____ Per week	X 25	_____	_____

Vendor Name _____

Date: _____

PRICING AND COMPENSATION

ZONE 1

	<u>Unit Cost</u>	<u>Estimated Frequency</u>	<u>Unit Total</u>	<u>Annual Total</u>
Basin #810:				
Cleaning	_____ per week	X 30	_____	
Mowing	_____ per occurrence	X 19	_____	
Sprinkler Sys. Maint.	_____ Per week	X 25	_____	_____
Basin #811				
Cleaning	_____ per week	X 30	_____	
Mowing	_____ per occurrence	X 19	_____	
Sprinkler Sys. Maint.	_____ per week	X 25	_____	_____
Basin #812:				
Cleaning	_____ per week	X 30	_____	
Mowing	_____ per occurrence	X 19	_____	
Sprinkler Sys. Maint.	_____ per week	X 25	_____	_____
Basin #813:				
Cleaning	_____ per month	X 30	_____	
Mowing	_____ per occurrence	X 19	_____	
Sprinkler Sys. Maint.	_____ per week	X 25	_____	_____
Basin #814				
Cleaning	_____ per week	X 30	_____	
Mowing	_____ per occurrence	X 19	_____	
Sprinkler Sys. Maint.	_____ per week	X 25	_____	_____
Basin #815:				
Cleaning	_____ per week	X 30	_____	
Mowing	_____ per occurrence	X 19	_____	
Sprinkler Sys. Maint.	_____ per week	X 25	_____	_____

Vendor Name _____

Date: _____

PRICING AND COMPENSATION

ZONE 1

	<u>Unit Cost</u>	<u>Estimated Frequency</u>	<u>Unit Total</u>	<u>Annual Total</u>
Basin #816				
Cleaning	_____ per week	X 12 _____		
Sprinkler Sys. Maint.	_____ per week	X 12 _____		_____
Basin #817:				
Cleaning	_____ per week	X 12 _____		
Sprinkler Sys. Maint.	_____ per week	X 12 _____		_____
Basin #818:				
Cleaning	_____ per week	X 12 _____		
Sprinkler Sys. Maint.	_____ per week	X 12 _____		_____
Falcon Hill Basin				
Cleaning	_____ per week	X 30 _____		
Mowing	_____ per occurrence	X 19 _____		
Sprinkler Sys. Maint.	_____ per week	X 25 _____		_____

Vendor Name _____

Date: _____

PRICING AND COMPENSATION

**PARK MAINTENANCE FREQUENCIES
ZONE 2**

	<u>Unit Cost</u>	<u>Estimated Frequency</u>	<u>Unit Total</u>	<u>Annual Total</u>
Alta Mesa Park:				
Cleaning	_____ per week	X 52	_____	
Mowing	_____ per occurrence	X 27	_____	
Sprinkler Sys. Maint.	_____ per week	X 52	_____	_____
Chelsea Park:				
Cleaning	_____ per week	X 52	_____	
Mowing	_____ per occurrence	X 27	_____	
Sprinkler Sys. Maint.	_____ per week	X 52	_____	_____
Enid Park:				
Cleaning	_____ per week	X 52	_____	
Mowing	_____ per occurrence	X 27	_____	
Sprinkler Sys. Maint.	_____ per week	X 52	_____	_____
Ensenada Park:				
Cleaning	_____ per week	X 52	_____	
Mowing	_____ per occurrence	X 27	_____	
Sprinkler Sys. Maint.	_____ per week	X 52	_____	_____
Falcon Field Park:				
Cleaning	_____ per week	X 52	_____	
Mowing	_____ per occurrence	X 27	_____	
Sprinkler Sys. Maint.	_____ per week	X 52	_____	_____

Vendor Name _____

Date: _____

PRICING AND COMPENSATION

ZONE 2

	<u>Unit Cost</u>		<u>Estimated Frequency</u>		<u>Unit Total</u>	<u>Annual Total</u>
Gene Autry Park						
Cleaning	_____	per week		X 52	_____	
Mowing	_____	per occurrence		X 27	_____	
Sprinkler Sys. Maint.	_____	Per week		X 52	_____	

Gene Autry Baseball:						
Cleaning	_____	per week		X 40	_____	
Mowing	_____	per occurrence		X 27	_____	

Greenfield Park						
Cleaning	_____	per week		X 52	_____	
Mowing	_____	per occurrence		X 27	_____	
Sprinkler Sys. Maint.	_____	Per week		X 52	_____	

Holmes Park						
Cleaning	_____	per week		X 52	_____	
Mowing	_____	per occurrence		X 27	_____	
Sprinkler Sys. Maint.	_____	Per week		X 52	_____	

Pequeno Park						
Cleaning	_____	per week		X 52	_____	
Mowing	_____	per occurrence		X 27	_____	
Sprinkler Sys. Maint.	_____	Per week		X 52	_____	

Princess Park						
Cleaning	_____	per week		X 52	_____	
Mowing	_____	per occurrence		X 27	_____	
Sprinkler Sys. Maint.	_____	Per week		X 52	_____	

Vendor Name _____

Date: _____

PRICING AND COMPENSATION

ZONE 2

	<u>Unit Cost</u>		<u>Estimated Frequency</u>		<u>Unit Total</u>		<u>Annual Total</u>
Quail Run Park:							
Cleaning	_____	per week		X 52	_____		
Mowing	_____	per occurrence		X 27	_____		
Sprinkler Sys. Maint.	_____	per week		X 52	_____		_____
Quail Run Park Sports:							
Cleaning	_____	per week		X 40	_____		
Mowing	_____	per occurrence		X 27	_____		_____
Summit Park:							
Cleaning	_____	per week		X 52	_____		
Mowing	_____	per occurrence		X 27	_____		
Sprinkler Sys. Maint.	_____	per week		X 52	_____		_____
Vista Monterey Park:							
Cleaning	_____	per week		X 52	_____		
Mowing	_____	per occurrence		X 27	_____		
Sprinkler Sys. Maint.	_____	per week		X 52	_____		_____
Valencia Parks:							
Cleaning	_____	per week		X 52	_____		
Mowing	_____	per occurrence		X 27	_____		
Sprinkler Sys. Maint.	_____	per week		X 52	_____		_____

Vendor Name _____

Date: _____

PRICING AND COMPENSATION

BASIN MAINTENANCE FREQUENCIES

ZONE 2

	<u>Unit Cost</u>	<u>Estimated Frequency</u>	<u>Unit Total</u>	<u>Annual Total</u>
Basin #101:				
Cleaning	_____ per week	X 30	_____	
Mowing	_____ per occurrence	X 19	_____	
Sprinkler Sys. Maint.	_____ per week	X 25	_____	_____
Basin #103:				
Cleaning	_____ per week	X 30	_____	
Mowing	_____ per occurrence	X 19	_____	
Sprinkler Sys. Maint.	_____ per week	X 25	_____	_____
Basin #104:				
Cleaning	_____ per week	X 30	_____	
Mowing	_____ per occurrence	X 19	_____	
Sprinkler Sys. Maint.	_____ per week	X 25	_____	_____
Basin #105:				
Cleaning	_____ per week	X 30	_____	
Mowing	_____ per occurrence	X 19	_____	
Sprinkler Sys. Maint.	_____ per week	X 25	_____	_____
Basin #106:				
Cleaning	_____ per week	X 30	_____	
Mowing	_____ per occurrence	X 19	_____	
Sprinkler Sys. Maint.	_____ per week	X 25	_____	_____

Vendor Name _____

Date: _____

PRICING AND COMPENSATION

ZONE 2

	<u>Unit Cost</u>	<u>Estimated Frequency</u>	<u>Unit Total</u>	<u>Annual Total</u>
Basin #107:				
Cleaning	_____ per week	X 30	_____	
Mowing	_____ per occurrence	X 19	_____	
Sprinkler Sys. Maint.	_____ Per week	X 25	_____	

Basin #701:				
Cleaning	_____ per week	X 30	_____	
Mowing	_____ per occurrence	X 19	_____	
Sprinkler Sys. Maint.	_____ per week	X 25	_____	

Basin #702:				
Cleaning	_____ per week	X 30	_____	
Mowing	_____ per occurrence	X 19	_____	
Sprinkler Sys. Maint.	_____ per week	X 25	_____	

Basin #703:				
Cleaning	_____ per week	X 30	_____	
Mowing	_____ per occurrence	X 19	_____	
Sprinkler Sys. Maint.	_____ per week	X 25	_____	

Basin #704:				
Cleaning	_____ per week	X 30	_____	
Mowing	_____ per occurrence	X 19	_____	
Sprinkler Sys. Maint.	_____ per week	X 25	_____	

Basin #705:				
Cleaning	_____ per week	X 30	_____	
Mowing	_____ per occurrence	X 19	_____	
Sprinkler Sys. Maint.	_____ per week	X 25	_____	

Vendor Name _____

Date: _____

PRICING AND COMPENSATION

	<u>Unit Cost</u>	<u>Estimated Frequency</u>	<u>Unit Total</u>	<u>Annual Total</u>
Basin #706:				
Cleaning	_____ per week	X 30	_____	
Mowing	_____ per occurrence	X 19	_____	
Sprinkler Sys. Maint.	_____ Per week	X 25	_____	_____
Basin #707:				
Cleaning	_____ per week	X 30	_____	
Mowing	_____ per occurrence	X 19	_____	
Sprinkler Sys. Maint.	_____ per week	X 25	_____	_____
Basin #708:				
Cleaning	_____ per week	X 30	_____	
Mowing	_____ per occurrence	X 19	_____	
Sprinkler Sys. Maint.	_____ per week	X 25	_____	_____
Basin #709:				
Cleaning	_____ per week	X 30	_____	
Mowing	_____ per occurrence	X 19	_____	
Sprinkler Sys. Maint.	_____ per week	X 25	_____	_____
Basin #710:				
Cleaning	_____ per week	X 30	_____	
Mowing	_____ per occurrence	X 19	_____	
Sprinkler Sys. Maint.	_____ per week	X 25	_____	_____

Vendor Name _____

Date: _____

PRICING AND COMPENSATION

	<u>Unit Cost</u>	<u>Estimated Frequency</u>	<u>Unit Total</u>	<u>Annual Total</u>
Basin #711:				
Cleaning	_____ per week	X 30	_____	
Mowing	_____ per occurrence	X 19	_____	
Sprinkler Sys. Maint.	_____ per week	X 25	_____	

Basin #712:				
Cleaning	_____ per week	X 30	_____	
Mowing	_____ per occurrence	X 19	_____	
Sprinkler Sys. Maint.	_____ per week	X 25	_____	

Basin #713:				
Cleaning	_____ per week	X 30	_____	
Mowing	_____ per occurrence	X 19	_____	
Sprinkler Sys. Maint.	_____ per week	X 25	_____	

Basin #714:				
Cleaning	_____ per week	X 30	_____	
Mowing	_____ per occurrence	X 19	_____	
Sprinkler Sys. Maint.	_____ per week	X 25	_____	

Basin #715:				
Cleaning	_____ per month	X 12	_____	

Basin #716:				
Cleaning	_____ per week	X 30	_____	
Mowing	_____ per occurrence	X 19	_____	
Sprinkler Sys. Maint.	_____ per week	X 25	_____	

Vendor Name _____

Date: _____

PRICING AND COMPENSATION

	<u>Unit Cost</u>	ZONE 2 <u>Estimated Frequency</u>	<u>Unit Total</u>	<u>Annual Total</u>
Basin #717:				
Cleaning	_____ per week	X 30	_____	
Mowing	_____ per occurrence	X 19	_____	
Sprinkler Sys. Maint.	_____ per week	X 25	_____	_____

Basin #718:				
Cleaning	_____ per week	X 30	_____	
Mowing	_____ per occurrence	X 19	_____	
Sprinkler Sys. Maint.	_____ per week	X 25	_____	_____

Basin #719:				
Cleaning	_____ per week	X 30	_____	
Mowing	_____ per occurrence	X 19	_____	
Sprinkler Sys. Maint.	_____ per week	X 25	_____	_____

Basin #720:				
Cleaning	_____ per month	X 12	_____	_____

Basin #721:				
Cleaning	_____ per week	X 30	_____	
Mowing	_____ per occurrence	X 19	_____	
Sprinkler Sys. Maint.	_____ per week	X 25	_____	_____

Basin #722:				
Cleaning	_____ per week	X 30	_____	
Mowing	_____ per occurrence	X 19	_____	
Sprinkler Sys. Maint.	_____ per week	X 25	_____	_____

Vendor Name _____

Date: _____

PRICING AND COMPENSATION

	<u>Unit Cost</u>	ZONE 2 <u>Estimated Frequency</u>	<u>Unit Total</u>	<u>Annual Total</u>
Basin #723:				
Cleaning	_____ per week	X 52	_____	
Mowing	_____ per occurrence	X 19	_____	
Sprinkler Sys. Maint.	_____ per week	X 25	_____	_____
Basin #724:				
Cleaning	_____ per week	X 30	_____	
Mowing	_____ per occurrence	X 19	_____	
Sprinkler Sys. Maint.	_____ per week	X 25	_____	_____
Basin #725:				
Cleaning	_____ per week	X 30	_____	
Mowing	_____ per occurrence	X 19	_____	
Sprinkler Sys. Maint.	_____ per week	X 25	_____	_____
Basin #726:				
Cleaning	_____ per week	X 30	_____	
Mowing	_____ per occurrence	X 19	_____	
Sprinkler Sys. Maint.	_____ per week	X 25	_____	_____
Basin #727:				
Cleaning	_____ per week	X 30	_____	
Mowing	_____ per occurrence	X 19	_____	
Sprinkler Sys. Maint.	_____ per week	X 25	_____	_____
Basin #728:				
Cleaning	_____ per week	X 30	_____	
Mowing	_____ per occurrence	X 19	_____	
Sprinkler Sys. Maint.	_____ per week	X 25	_____	_____

Vendor Name _____

Date: _____

PRICING AND COMPENSATION

ZONE 2

	<u>Unit Cost</u>	<u>Estimated Frequency</u>	<u>Unit Total</u>	<u>Annual Total</u>
Basin #729:				
Cleaning	_____ per month	X 12	_____	_____
Basin #730:				
Cleaning	_____ per week	X 30	_____	_____
Mowing	_____ per occurrence	X 19	_____	
Sprinkler Sys. Maint.	_____ per week	X 25	_____	
Basin #731:				
Cleaning	_____ per month	X 12	_____	_____
Basin #732:				
Cleaning	_____ per week	X 30	_____	_____
Mowing	_____ per occurrence	X 19	_____	
Sprinkler Sys. Maint.	_____ per week	X 25	_____	
Basin #733:				
Cleaning	_____ per week	X 30	_____	_____
Mowing	_____ per occurrence	X 19	_____	
Sprinkler Sys. Maint.	_____ per week	X 25	_____	
Basin #734:				
Cleaning	_____ per month	X 12	_____	_____

Vendor Name _____

Date: _____

PRICING AND COMPENSATION

**PARKS MAINTENANCE FREQUENCIES
ZONE 4**

	<u>Unit Cost</u>	<u>Estimated Frequency</u>	<u>Unit Total</u>	<u>Annual Total</u>
<u>Beverly Park:</u>				
Cleaning	_____ per week	X 52	_____	
Mowing	_____ per occurrence	X 27	_____	
Drip Maintenance	_____ per week	X 27	_____	_____
<u>Carriage Lane Park:</u>				
Cleaning	_____ per week	X 52	_____	
Mowing	_____ per occurrence	X 27	_____	
Sprinkler Sys. Maint.	_____ per week	X 52	_____	_____
<u>Dobson Ranch Park:</u>				
Cleaning	_____ per week	X 52	_____	
Mowing	_____ per occurrence	X 27	_____	
Sprinkler Sys. Maint.	_____ per week	X 52	_____	_____
<u>Escobedo Park:</u>				
Cleaning	_____ per week	X 52	_____	
Mowing	_____ per occurrence	X 27	_____	
Drip Maintenance	_____ per week	X 27	_____	_____
<u>Evergreen Park:</u>				
Cleaning	_____ per week	X 52	_____	
Mowing	_____ per occurrence	X 27	_____	
Drip Maintenance	_____ per week	X 27	_____	_____
<u>Fitch Park:</u>				
Cleaning	_____ per week	X 52	_____	
Mowing	_____ per occurrence	X 27	_____	
Sprinkler Sys. Maint.	_____ per week	X 52	_____	_____

Vendor Name _____

Date: _____

PRICING AND COMPENSATION

ZONE 4

	<u>Unit Cost</u>	<u>Estimated Frequency</u>	<u>Unit Total</u>	<u>Annual Total</u>
<u>Freedom Park:</u>				
Cleaning	_____ per week	X 52	_____	_____
Mowing	_____ per occurrence	X 27	_____	_____
Sprinkler Sys. Maint.	_____ per week	X 52	_____	_____
<u>Gateway Park:</u>				
Cleaning	_____ per week	X 52	_____	_____
Mowing	_____ per occurrence	X 27	_____	_____
Sprinkler Sys. Maint.	_____ per week	X 52	_____	_____
<u>Guerrero Rotary Park:</u>				
Cleaning	_____ per week	X 52	_____	_____
Mowing	_____ per occurrence	X 27	_____	_____
Sprinkler Sys. Maint.	_____ per week	X 52	_____	_____
<u>Heritage Park:</u>				
Cleaning	_____ per week	X 52	_____	_____
Mowing	_____ per occurrence	X 27	_____	_____
Sprinkler Sys. Maint.	_____ per week	X 52	_____	_____
<u>Kleinman Park:</u>				
Cleaning	_____ per week	X 52	_____	_____
Mowing	_____ per occurrence	X 27	_____	_____
Sprinkler Sys. Maint.	_____ per week	X 52	_____	_____
<u>Kleinman Ball Field Complex:</u>				
Cleaning	_____ per week	X 52	_____	_____
Mowing	_____ per occurrence	X 27	_____	_____
<u>Marlborough Park:</u>				
Cleaning	_____ per week	X 52	_____	_____
Mowing	_____ per occurrence	X 27	_____	_____
Sprinkler Sys. Maint.	_____ per week	X 52	_____	_____

Vendor Name _____

Date: _____

PRICING AND COMPENSATION

ZONE 4

	<u>Unit Cost</u>	<u>Estimated Frequency</u>	<u>Unit Total</u>	<u>Annual Total</u>
<u>Mesa Grande Ruin:</u>				
Cleaning	_____ per week	X 12	_____	
Sprinkler Sys. Maint.	_____ per week	X 12	_____	_____
<u>Palo Verde Park:</u>				
Cleaning	_____ per week	X 52	_____	
Mowing	_____ per occurrence	X 27	_____	
Sprinkler Sys. Maint.	_____ per week	X 52	_____	_____
<u>Park of the Canals:</u>				
Cleaning	_____ per week	X 52	_____	
Drip Maintenance	_____ per week	X 27	_____	_____
<u>Parks Admin Office:</u>				
Cleaning	_____ per week	X 52	_____	
Sprinkler Sys. Maint.	_____ per week	X 27	_____	_____
<u>Pioneer Park:</u>				
Cleaning	_____ per week	X 52	_____	
Mowing	_____ per occurrence	X 27	_____	
Sprinkler Sys. Maint.	_____ per week	X 52	_____	_____
<u>Porter Park:</u>				
Cleaning	_____ per week	X 52	_____	
Mowing	_____ per occurrence	X 27	_____	
Drip Maintenance	_____ per week	X 27	_____	_____
<u>Rancho Del Mar:</u>				
Cleaning	_____ per week	X 52	_____	
Mowing	_____ per occurrence	X 27	_____	
Sprinkler Sys. Maint.	_____ per week	X 52	_____	_____

Vendor Name _____

Date: _____

PRICING AND COMPENSATION

ZONE 4

	<u>Unit Cost</u>	<u>Estimated Frequency</u>	<u>Unit Total</u>	<u>Annual Total</u>
<u>Sherwood Park:</u>				
Cleaning	_____ per week	X 52	_____	
Mowing	_____ per occurrence	X 27	_____	
Sprinkler Sys. Maint.	_____ per week	X 52	_____	_____
<u>Stapley Park:</u>				
Cleaning	_____ per week	X 52	_____	
Mowing	_____ per occurrence	X 27	_____	_____
<u>Washington Park:</u>				
Cleaning	_____ per week	X 52	_____	
Mowing	_____ per occurrence	X 27	_____	
Drip Maintenance	_____ per week	X 27	_____	_____
<u>Whitman Park:</u>				
Cleaning	_____ per week	X 52	_____	
Mowing	_____ per occurrence	X 27	_____	
Sprinkler Sys. Maint.	_____ per week	X 52	_____	_____
<u>Woodglen Park:</u>				
Cleaning	_____ per week	X 52	_____	
Mowing	_____ per occurrence	X 27	_____	
Sprinkler Sys. Maint.	_____ per week	X 52	_____	_____

Vendor Name _____

Date: _____

PRICING AND COMPENSATION

BASIN MAINTENANCE FREQUENCIES

	<u>Unit Cost</u>	<u>Estimated Frequency</u>	<u>Unit Total</u>	<u>Annual Total</u>
Basin #401				
Cleaning	_____ per week	X 52	_____	
Mowing	_____ per occurrence	X 19	_____	
Sprinkler Sys. Maint.	_____ per week	X 25	_____	

Basin #402				
Cleaning	_____ per week	X 52	_____	
Mowing	_____ per occurrence	X 19	_____	
Sprinkler Sys. Maint.	_____ per week	X 25	_____	

Basin #403				
Cleaning	_____ per week	X 52	_____	
Mowing	_____ per occurrence	X 19	_____	
Sprinkler Sys. Maint.	_____ per week	X 25	_____	

Basin #404				
Cleaning	_____ per week	X 52	_____	
Mowing	_____ per occurrence	X 19	_____	
Sprinkler Sys. Maint.	_____ per week	X 25	_____	

Basin #405				
Cleaning	_____ per week	X 52	_____	
Mowing	_____ per occurrence	X 19	_____	
Sprinkler Sys. Maint.	_____ per week	X 25	_____	

Basin #406				
Cleaning	_____ per week	X 52	_____	
Mowing	_____ per occurrence	X 19	_____	
Sprinkler Sys. Maint.	_____ per week	X 25	_____	

Basin #407				
Cleaning	_____ per week	X 52	_____	
Mowing	_____ per occurrence	X 19	_____	
Sprinkler Sys. Maint.	_____ per week	X 25	_____	

Vendor Name _____

Date: _____

PRICING AND COMPENSATION

ZONE 4

	<u>Unit Cost</u>		<u>Estimated Frequency</u>		<u>Unit Total</u>	<u>Annual Total</u>
Basin #408						
Cleaning	_____	per week	X 52		_____	
Mowing	_____	per occurrence	X 19		_____	
Sprinkler Sys. Maint.	_____	per week	X 25		_____	

Basin #409						
Cleaning	_____	per week	X 52		_____	
Mowing	_____	per occurrence	X 19		_____	
Sprinkler Sys. Maint.	_____	per week	X 25		_____	

Basin #417						
Cleaning	_____	per week	X 52		_____	
Mowing	_____	per occurrence	X 19		_____	
Sprinkler Sys. Maint.	_____	per week	X 25		_____	

Basin #418						
Cleaning	_____	per week	X 52		_____	
Mowing	_____	per occurrence	X 19		_____	
Sprinkler Sys. Maint.	_____	per week	X 25		_____	

Basin #419						
Cleaning	_____	per week	X 52		_____	
Mowing	_____	per occurrence	X 19		_____	
Sprinkler Sys. Maint.	_____	per week	X 25		_____	

Basin #426						
Cleaning	_____	per week	X 52		_____	
Mowing	_____	per occurrence	X 19		_____	
Sprinkler Sys. Maint.	_____	per week	X 25		_____	

Vendor Name _____

Date: _____

PRICING AND COMPENSATION

ZONE 4

	<u>Unit Cost</u>	<u>Estimated Frequency</u>	<u>Unit Total</u>	<u>Annual Total</u>
Basin #427				
Cleaning	_____ per week	X 52	_____	
Mowing	_____ per occurrence	X 19	_____	
Sprinkler Sys. Maint.	_____ per week	X 25	_____	
<hr/>				
Basin #602				
Cleaning	_____ per week	X 52	_____	
Mowing	_____ per occurrence	X 19	_____	
Sprinkler Sys. Maint.	_____ per week	X 25	_____	
<hr/>				
Basin #603				
Cleaning	_____ per month	X 52	_____	
Mowing	_____ per occurrence	X 19	_____	
Sprinkler Sys. Maint.	_____ per week	X 25	_____	
<hr/>				
Basin #604				
Cleaning	_____ per week	X 52	_____	
Mowing	_____ per occurrence	X 19	_____	
Sprinkler Sys. Maint.	_____ per week	X 25	_____	
<hr/>				
Basin #605				
Cleaning	_____ per week	X 52	_____	
Mowing	_____ per occurrence	X 19	_____	
Sprinkler Sys. Maint.	_____ per week	X 25	_____	
<hr/>				
Basin #606				
Cleaning	_____ per week	X 52	_____	
Mowing	_____ per occurrence	X 19	_____	
Sprinkler Sys. Maint.	_____ per week	X 25	_____	

Vendor Name _____

Date: _____

PRICING AND COMPENSATION

**HOURLY PAYMENT RATES FOR
EXTRA WORK ON PARKWAY AND MEDIAN LANDSCAPE MAINTENANCE SERVICES**

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

Adjustments will be made in accordance with Special Terms and Conditions, Section 13.3, or as otherwise approved by the City.

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

Work requiring only one (1) person will be paid for at the labor rate. No extra payment will be made for time spent on any job by Contractor's personnel above the class of Foreman. Supervisors, General Superintendents, Estimators, and Company Owners, etc., are considered by the City to be compensated for by the overhead portion of other earnings from the City.

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

EXTRA WORK RATES

(Shall apply to all Zones bid)

(Must have Written City Authorization)

Labor Charges (Itemized per Hour unless otherwise noted)	<u>Hourly Rate</u>
a) Certified Arborist/Tree Worker	_____
b) Fertilization (per acre)	_____
c) Skilled Labor	_____
d) General Labor	_____
e) Sprinkler Technician	_____
f) Hand Mowing/Trimming	_____
g) Riding Mower - Size: _____	_____
h) Pest Control (Rodents & Insects)	_____
i) Landscape Tractor w/Operator (Blade, Rake, Gannon etc.)	_____
j) Bushhog Mowing	_____
k) Backhoe with Operator	_____

Vendor Name _____

Date: _____

PRICING AND COMPENSATION

Labor Charges (Itemized per Hour unless otherwise noted)	<u>Hourly Rate</u>
l) Power Washing	_____
m) Bobcat with Operator	_____
n) Dump Truck with Operator	_____
o) Water Truck/Tank with Operator	_____
p) Weed Control – Non Turf (per acre) (including materials)	_____
q) Weed Control – Turf Area (per acre) (including materials)	_____
r) Vacuuming – (per acre)	_____
s) Aerification with Tractor and Operator (per acre)	_____
t) Vegetation Maintenance	_____
u) Turf Scalping – (per acre)	_____
v) Over seeding – (per acre)	_____

The City will add any applicable sales tax or use tax. Sales/Use taxes should not be included in the proposal prices. Vendors who will be charging a Mesa Transaction Privilege Tax (TPT) will have 1.75% removed from the taxable item(s) for the purpose of award evaluation (i.25).

FOB: Destination
Freight Costs: Unit prices should include all Shipping and Transportation Costs
No fuel surcharges will be accepted.

Delivery, as stated in Detailed Specifications, can be met. Yes No
If no, specify number of days for delivery _____

Payment terms (not less than net 30 days): _____
Prompt Payment Discount of _____% if invoices are paid within _____ days of receipt.

Does Respondent agree to honor the prices, terms and conditions to other agencies as specified in section S.38?
 Yes No (A "no" answer will not disqualify your bid.)

Will you allow payment of invoices using a Procurement Card? Yes No
Discount for Procurement Card Purchases? _____%

Respondent complies with S.9 "Compliance With Applicable Law"? Yes No

Vendor Name _____ Date: _____

PRICING AND COMPENSATION

ADDENDA

Proposers are responsible for verifying receipt of any addenda issued by checking the City's website at www.mesaaz.gov/purchasing prior to the bid opening (see i.2). Failure to acknowledge any addenda issued may result in a response being deemed non-responsive.

Acknowledgement of Receipt of Addenda (initial for each addenda received, if applicable):

Addenda #1 _____

Addenda #2 _____

Vendor Name _____

Date: _____

EXCEPTIONS, CONFIDENTIAL & ADDITIONAL MATERIALS

Proposers shall indicate any and all exceptions taken to the provisions or specifications in this solicitation document.

Exceptions (mark one):

****Special Note – Any material exceptions taken to the City’s Standard Terms and Conditions may render a Proposal Non-responsive.**

_____ No exceptions

_____ Exceptions taken (describe--attach additional pages if needed)

Confidential/Proprietary Submittals (mark one):

_____ No confidential/proprietary materials have been included with this proposal

_____ Confidential/Proprietary materials included. Proposers should identify below any portion of their proposal deemed confidential or proprietary (see S.12). Identification in this section does not guarantee that disclosure will be prevented but that the item will be subject to review by the Offeror and the City prior to any public disclosure. Requests to deem the entire proposal as confidential will not be considered.

Additional Materials submitted (mark one):

_____ No additional materials have been included with this proposal

_____ Additional Materials attached (describe--attach additional pages if needed)

Vendor Name _____

Date: _____

VENDOR INFORMATION

Company Legal/Corporate Name: _____

Doing Business As (if different than above): _____

Address: _____

City: _____ State: _____ Zip: _____ - _____

Phone: _____ Fax: _____

E-Mail Address: _____ Website: _____

Taxpayer Identification Number: _____ DUNS # _____

Remit to Address (if different than above):

Order from Address (if different from above):

Address: _____

Address: _____

City: _____ State: _____ Zip: _____

City: _____ State: _____ Zip: _____

Contact for Questions about this proposal:

Name: _____ Fax: _____

Phone: _____ E-Mail Address: _____

Day-to-Day Project Contact (if awarded):

Name: _____ Fax: _____

Phone: _____ E-Mail Address: _____

Sales/Use Tax Information (check one):

_____ Proposer is located outside Arizona and does NOT collect Arizona State Sales/Use Tax (The City will pay use tax directly to the AZ Dept. of Revenue)

_____ Proposer is located outside Arizona is authorized to collect Arizona Sales/Use Taxes (The Proposer should invoice the applicable sales tax and remit to the appropriate taxing authorities)
State Sales Tax Number: _____
City Sales Tax Number: _____ City of: _____, AZ
Sales Tax Rate: _____

_____ Proposer is located in Arizona (The Proposer should invoice the applicable sales tax and remit to the appropriate taxing authorities)
State Sales Tax Number: _____
City Sales Tax Number: _____ City of: _____, AZ
Sales Tax Rate: _____

_____ Certified Small Business Certifying Agency: _____

_____ Certified Minority, Woman or Disadvantaged Business Enterprise Certifying Agency: _____

VENDOR INFORMATION

SKIP THIS AFFIDAVIT IF:

_____ Bidder is a(n) **LLC, Corporation or Partnership** as indicated on your W-9

COMPLETE AFFIDAVIT IF:

_____ Bidder is a(n) **Individual or Sole Proprietor** as indicated on your W-9

AFFIDAVIT

ARS §1-502 requires that any Person who applies to the City for a Local Public Benefit (defined as a Grant, Contract or Loan) must demonstrate through the presentation of one (1) of the following documents that he/she is lawfully present in the United States (See section i.10 of the Instructions).

Please place a check mark next to the applicable document and present the document to the City employee. If mailing the document, attach a copy of the document to this Affidavit. (If the document says on its face that it may not be copied or you know for reasons of confidentiality that it cannot be copied, you will need to present the document in person to the City for review and signing of the affidavit.)

- _____ 1. **Arizona driver license issued after 1996.**
Print first 4 numbers/letters from license: _____
- _____ 2. **Arizona non-operating identification License.**
Print first 4 numbers/letters: _____
- _____ 3. **Birth certificate or delayed birth certificate issued in any state, territory or possession of the United States.**
Year of birth: _____; Place of birth: _____
- _____ 4. **United States Certificate of Birth abroad.**
Year of birth: _____; Place of birth: _____
- _____ 5. **United States passport.**
Print first 4 numbers/letters on Passport: _____
- _____ 6. **Foreign passport with a United States Visa.**
Print first 4 numbers/letters on Passport: _____
Print first 4 numbers/letters on Visa: _____
- _____ 7. **I-94 form with a photograph.**
Print first 4 numbers on I-94: _____
- _____ 8. **United States Citizenship & Immigration Services Employment Authorization Document (EAD).**
Print first 4 numbers/letters on EAD: _____
- _____ 9. **Refugee travel document.**
Date of Issuance: _____; Refugee Country: _____
- _____ 10. **United States Certificate of Naturalization.**
Print first 4 digits of CIS Reg. No.: _____
- _____ 11. **United States Certificate of Citizenship.**
Date of Issuance: _____; Place of Issuance: _____
- _____ 12. **Tribal Certificate of Indian Blood.**
Date of Issuance: _____; Name of Tribe: _____
- _____ 13. **Tribal or Bureau of Indian Affairs Affidavit of Birth.**
Year of Birth: _____; Place of Birth: _____

In accordance with the requirements of Arizona Law, I do swear or affirm under penalty of perjury that I am lawfully present in the United States and that the document I presented to establish this presence is true.

Signature

Business/Company Name

Print Name

Verification of Attachment by City Staff Member:

Date

Signature Date

OFFER AND ACCEPTANCE

By signing and submitting this Proposal, the Vendor certifies that:

- a) It is under no legal prohibition on contracting with the City of Mesa.
- b) It has read, understands, and is in compliance with the specifications, terms and conditions stated herein, as well as its attachments, and any referenced documents.
- c) It has no known, undisclosed conflicts of interest.
- d) The prices offered were independently developed without consultation or collusion with any of the other respondents or potential respondents or any other anti-competitive practices.
- e) No offer of gifts, payments or other consideration were made to any City employee, officer, elected official, or consultant who has or may have had a role in the procurement process for the services and or goods/materials covered by this contract.
- f) It grants the City of Mesa permission to copy all parts of this response, including without limitation any documents and/or materials copyrighted by the respondent, for Mesa's internal use in evaluating respondent's offer, or in response to a public records request under Arizona's public records law (A.R.S. §39-121 et. seq.) or other applicable law, subpoena, or other judicial process; provided that Mesa agrees not to change or delete any copyright or proprietary notices.
- g) Under the provisions of A.R.S. §41-4401, respondent hereby warrants to the City that the respondent and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. §23-214(A) (hereinafter "Contractor Immigration Warranty").
- h) Under the provisions of A.R.S. §35-392, respondent certifies that they are not in violation of section 6(j) of the Federal Export Administration Act and barred by the State of Arizona from selling to the City.
- i) Under the provision of A.R.S. §35-391 and §35-393, respondent certifies that they do not have Scrutinized Business Operations in Sudan or Iran.
- j) It will provide the materials or services specified in compliance with all Federal, State, and Local Statutes and Rules if awarded by the City.
- k) It is current in all obligations due to the City.
- l) It will accept such terms and conditions in a resulting contract if awarded by the City.
- m) The signatory is an officer or duly authorized agent of the respondent with full power and authority to submit binding offers for the goods or services as specified herein.

ACCEPTED AND AGREED TO:

Company Name: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

ACCEPTANCE OF OFFER:

The offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract, including all terms and conditions, specifications, addenda, etc. This contract shall henceforth be referred to as Contract Number **2014122**.

Term (if different than stated in the Milestones) _____ through _____

Awarded this ____ day of _____, 20____

Edward Quedens, CPPO, C.P.M.
As Business Services Director

APPENDIX A

CITY OF MESA MESA, ARIZONA

ZONE **1** PARKS & RETENTION BASINS

LANDSCAPE MAINTENANCE AGREEMENT

This Agreement is made and entered into by and between _____ hereinafter designated "Contractor," and the CITY OF MESA, ARIZONA, hereafter designated "City".

WHEREAS, the City has requested proposals for landscape maintenance services and as more fully set forth in the City's Request for Proposal No.#2014122, General Terms and Conditions, Special Terms and Conditions (if applicable) and Specifications (the "Request for Proposal"); and

WHEREAS, Contractor has submitted a proposal, including a completed Pricing and Compensation and Questionnaire (the "Proposal") in response to the Request for Proposal; and

WHEREAS, the City by appropriate resolution has accepted the Contractor's Proposal; and

WHEREAS, the parties now desire to enter into a contract whereby the City will receive landscape maintenance services as specified from the Contractor, and the Contractor will provide such service in a timely and acceptable manner to the City:

NOW, THEREFORE, in consideration of the mutual covenants between the parties, it is agreed as follows:

1. The Contractor shall furnish all labor, equipment, materials, tools, insurance, supervision and all other items incidental thereto and to perform all work necessary and specified, and in the prescribed manner and time, to provide the service of landscape maintenance in the area of the City of Mesa designated as Zone **1** in the Contract Documents. The Contract Documents, which are the Request for Proposal, General Terms and Conditions, Special Terms and Conditions, the Performance Specifications, the Vendor Questionnaire, Pricing and Compensation, Performance Bond, Insurance Certificate, and any future Authorized Supplements, Addenda and Change Orders related to Request for Proposal No. #2014122 (if any) are made a part of this contract.
2. Contractor agrees to supply roadworthy vehicles and necessary tools of the trade at its own expense and cost and in the manner and under the conditions specified in the Contract Documents.
3. The City agrees to pay the Contractor in accordance with the amounts set forth on the Pricing and Compensation and under the conditions specified in Sections S.22 and 13.0. Payment will be for actual work performed in accordance with the Contract specifications. The Contractor agrees to execute a Settlement of Claims form whenever subcontracted labor is used and prior to receiving final payment.
4. The Contractor agrees to begin work on the date specified in the Notice to Proceed and to submit work schedules as set forth in Section 10.0 of the Special Terms and Conditions.
5. This Agreement may be cancelled by either party pursuant to A.R.S. § 38-511.
6. This Agreement shall not be assigned, in whole or part, without prior written consent of all

APPENDIX A

parties.

7. This Agreement shall be governed by the laws of the State of Arizona.
8. Any modifications of this agreement shall be in writing and approved by the parties.
9. If any of the terms, covenants, conditions or provisions of this Agreement are held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this Agreement shall remain in full force and effect and shall have been in no way affected, impaired or invalidated.
10. In the event of a conflict, the following document precedence shall prevail: (1) this Agreement, (2) the Request for Proposal and issued addenda, (3) the Proposal, (4) any exhibits or attachments to the Proposal.

This Contract is valid for a period of three (3) years from and may be renewed by the City for Two (2) additional One (1) year periods.

IN WITNESS WHEREOF, The City and the Contractor have executed this Agreement.

CITY OF MESA

By: _____
Edward Quedens Date
Its: Business Services Director

CONTRACTOR

By: _____
Date

Its: _____

APPENDIX B

Zone 1							
Parks	Granite	% Granite	Turf	% Turf	Acres	Address	Cross Streets
Augusta Ranch	1.77	17.7%	6.91	69.1%	10.00	9455 E. Neville	N. of Guadalupe & E. of Ellsworth
Falcon Hill	2.13	9.6%	6.54	29.5%	22.15	7222 E. Jensen	Sterling and Jensen
Golden Hills	0.14	1.6%	8.61	98.4%	8.75	7256 E. Pueblo	Pueblo and Drummer
Jefferson	1.51	8.9%	11.24	66.5%	16.91	306 S. Jefferson	Jefferson and Broadway
Monterey	1.10	5.3%	18.70	90.1%	20.75	7045 E. Monterey	Monterey and E. of Power
Red Mountain Park	7.60	3.1%	12.40	5.1%	241.78	7745 E. Brown	Sun Valley and Brown
Red Mountain BB	0.05	0.4%	8.57	61.3%	13.97	8008 E. Brown Rd.	Brown & 80th Street
Red Mountain MGC	4.97	31.5%	0.12	0.8%	15.78	7550 E. Adobe	Adobe & Sunvalley Blvd
Red Mountain Soccer	3.25	14.9%	16.84	77.3%	21.79	905 N. Sunvalley	Adobe & Sunvalley Blvd
Red Mountain SB	1.22	10.3%	6.10	51.3%	11.89	7808 E. Brown Rd.	Brown & E of Sterling St
Skyline Park	2.90	15.7%	10.40	56.2%	18.50	655 S. Crismon	Crismon and Coralbell
Skyline SB	0.05	0.5%	6.10	57.5%	10.60	655 S. Crismon	Crismon and Coralbell
Park Acreage	26.69		112.53		412.87		
108	0.20	26.7%	0.55	73.3%	0.75	2445 S. Saranac	Saranac and Medero
109	0.48	5.9%	0.00	0.0%	8.20	250 N. 96th St.	95th St. and S. of University
110	2.12	19.0%	0.00	0.0%	11.15	10045 E. Akron	Akron and Crismon
111	1.44	8.0%	11.53	64.1%	18.00	10302 E. Southern Ave.	Southern and E. of Crismon
112	0.89	33.2%	1.79	66.8%	2.68	11228 E. Warner Rd.	Mountain Rd. and N. of Warner
113	1.57	29.8%	3.69	70.2%	5.26	11402 E. Ramona Ave.	Warner and E. of Mountain Rd.
114	2.03	23.5%	6.62	76.5%	8.65	10226 E. Elliot Rd.	Warner and Crismon
115	2.12	11.6%	16.19	88.4%	18.31	9850 E. Elliot Rd.	Warner and W. of Crismon
116	2.94	24.3%	9.18	75.7%	12.12	9750 E. Elliot Rd.	Warner and E. of Ellsworth
117		0.0%		0.0%	3.20	6763 S. Ellsworth	Ellsworth & Pecos
801	0.05	3.7%	1.29	96.3%	1.34	6865 E. Jensen	Jensen & E. of Power
802	0.10	3.5%	2.72	96.5%	2.82	1228 N. Terripin	Brown & Terripin
803	0.29	3.7%	7.48	96.3%	7.77	1240 N. Sterling	Brown & Sterling
804	0.09	4.4%	1.96	95.6%	2.05	7026 E. Brown Rd.	Brown & 70th
805	1.50	35.5%	2.73	64.5%	4.23	459 E. 81st St.	81st & N. of University
806	0.11	3.6%	2.94	96.4%	3.05	8015 E. Enrose St.	80th & Adobe
807		0.0%		0.0%	8.00	7560 E. University	Sossaman & University
808	0.23	24.0%	0.73	76.0%	0.96	9934 E. Quarterline Rd.	Quarterline & Crismon
809	0.84	29.2%	2.04	70.8%	2.88	8045 E. Dover St.	80th and N. of University
810	0.48	13.0%	3.22	87.0%	3.70	515 N. Greenwood	Greenwood & N. of University.
811	0.51	11.8%	3.80	88.2%	4.31	713 N. Palo Verde	Palo Verde & N. of Basin 810.
812	0.77	18.3%	3.43	81.7%	4.20	715 N. Calle Largo	South of Adobe off Calle Largo
813	0.18	4.9%	3.49	95.1%	3.67	463 N. Calle Largo	N. of University off of 80th
814	0.53	23.8%	1.70	76.2%	2.23	6812 E. Minton St.	Power and Mallory
815	0.80	28.6%	2.00	71.4%	2.80	416 N. St. Claire Cir.	University & 110th St.
816	0.80	7.3%	0.00	0.0%	10.98	9330 E. University Dr.	Ellsworth and N. of University
817	0.46	8.2%	0.00	0.0%	5.63	650 N. 90th St.	Decatur and 90th St.
818		0.0%		0.0%	4.79	7555 E. McDowell Rd.	McDowell & Sossaman
Falcon Hill Basin	0.31		0.7		1.01	7398 E. Iyglen	Jensen & Sterling
Basin Acreage	21.84		89.78		164.74		
Zone 1 Acres	48.53		202.31		577.61		

APPENDIX C

Zone 2							
Parks	Granite	% Granite	Turf	% Turf	Acres	Address	Cross Streets
Alta Mesa Park	0.92	11.2%	6.10	74.4%	8.20	1910 N. Alta Mesa	Alta Mesa and south of McKellips
Chelsea Park	1.12	19.3%	3.59	61.9%	5.80	145 N. 40th St.	Norwalk and 40th St.
Enid Park	0.25	3.7%	5.70	83.6%	6.82	5319 E. Enid Ave.	Enid and E. of Higley
Ensenada Park	0.08	1.0%	7.28	91.2%	7.98	6413 E. Elmwood St.	64th and S. of Brown
Falcon Field Park	0.26	5.0%	4.00	77.1%	5.19	4800 E. Falcon Dr.	Falcon Field and Fighter Aces
Gene Autry Park	1.65	9.5%	3.45	20.0%	17.29	4125 E. McKellips	McKellips and west of Greenfield
Gene Autry Baseball	2.49	10.4%	10.58	44.4%	23.84	4125 E. McKellips	McKellips and west of Greenfield
Greenfield Park	0.31	1.5%	17.36	85.9%	20.20	4320 E. Pueblo Ave.	Greenfield and Pueblo
Holmes Park	1.00	8.9%	10.43	93.1%	11.20	1450 S. Greenfield Rd.	Greenfield and Hwy. 60
Pequeno Park	0.05	5.4%	0.50	53.8%	0.93	537 N. Oakland	Contessa and W. of Greenfield
Princess Park	0.51	7.9%	5.17	79.7%	6.49	4461 E. Princess Dr.	Princess and E. of Greenfield
Quail Run Park	5.72	33.6%	4.97	29.2%	17.00	4155 E. Virginia St.	Greenfield and Virginia
Quail Run Park Sports	0.21	1.2%	14.71	83.7%	17.58	4155 E. Virginia St.	Greenfield and Virginia
Summit Park	2.68	26.1%	5.85	57.1%	10.25	6237 E. Virginia St.	Virginia and Platina
Valencia Park	1.45	28.0%	2.62	50.6%	5.18	634 N. Quail	Quail and Des Moines
Vista Monterey Park	0.05	1.5%	3.03	91.3%	3.32	633 N. Val Vista Dr.	Val Vista and S. of Adobe
Park Acreage	18.75		105.34		167.27		
101	0.14	5.4%	2.43	94.6%	2.57	5228 E. Delta	Delta and Higley
103	0.39	29.8%	1.00	76.3%	1.31	5032 E. Delta	Delta and W. of Higley
104	0.84	20.7%	3.21	79.3%	4.05	3656 E. Pueblo	Val Vista and Pueblo
105	0.41	10.9%	3.34	89.1%	3.75	1143 S. 37th St.	37th and N. of Southern
106	0.40	12.4%	2.82	87.6%	3.22	3701 E. Holmes Ave.	37th and Hopi
107	0.07	4.2%	1.59	95.8%	1.66	4005 E. Hopi Ave.	Holmes and Hopi
701	0.44	41.5%	0.62	58.5%	1.06	2016 N. Maple	McKellips & Maple
702	0.03	6.5%	0.43	93.5%	0.46	462 N. Maple	Maple & N. of University
703	0.25	3.7%	6.45	96.3%	6.70	601 N. Norfolk	Nassau & Covina
704	0.00	0.0%	4.32	100.0%	4.32	564 N. Greenfield Rd.	Ogden & Covina
705	0.05	0.7%	6.52	95.5%	6.83	552 N. Quail	Greenfield & Covina
706	0.07	2.8%	2.02	79.8%	2.53	4426 E. Adobe St.	Greenfield & Adobe
707	0.89	32.6%	1.84	67.4%	2.73	4026 E. Brown Rd.	Brown & 40th Street
708	0.18	8.2%	2.02	91.8%	2.20	1634 N. Maple	Maple & McLellan
709	0.00	0.0%	3.25	100.0%	3.25	1231 N. 48th St.	Brown & 48th Street
710	0.01	0.5%	1.96	99.5%	1.97	839 N. Quail Cir.	48th & Adobe
711	2.40	24.4%	7.44	75.6%	9.84	5121 E. Decatur St.	Higley & Decatur
712	0.00	0.0%	4.00	100.0%	4.00	6045 E. Encanto St.	Recker & Encanto
713	0.09	13.6%	0.57	86.4%	0.66	6313 E. Gary St.	Gary & Platina
714	0.01	0.2%	4.67	99.8%	4.68	6023 E. Ivy St.	McLellan & Recker
715	2.16	100.0%	0.00	0.0%	2.16	6260 E. Orion St.	Orion & E. of Kashmir
716	0.00	0.0%	1.02	100.0%	1.02	1831 N. 64th St.	64th & Jensen
717	0.37	13.5%	2.38	86.5%	2.75	6434 E. McLellan Rd.	McLellan & 64th
718	0.00	0.0%	2.81	88.4%	3.18	1628 N. 66th St.	McLellan & 66th
719	0.32	3.9%	7.65	93.1%	8.22	3211 N. Recker Rd.	Recker & Preston
720	0.40	100.0%	0.00	0.0%	0.40	2810 N. Kashmir	Kashmir & McDowell
721	0.09	18.0%	0.50	100.0%	0.50	1315 N. 64th St.	64th & Tonto
722	0.44	16.9%	2.17	83.1%	2.61	6015 E. Gary St.	Gary & Recker
723	2.15	25.0%	5.78	67.3%	8.59	6420 E. Brown Rd.	Brown & 64th St.
724	0.67	42.4%	0.91	57.6%	1.58	4213 E. Hackamore St.	Hackamore & Ogden
725	1.01	25.2%	3.00	74.8%	4.01	525 N. Val Vista Dr.	Val Vista & N. of University
726	0.26	18.8%	1.12	81.2%	1.38	2806 N. Saffron Cir.	Sericin & McDowell
727	0.15	21.7%	0.50	72.5%	0.69	3005 N. Sericin	Sericin & Palm
728	0.35	28.7%	0.87	71.3%	1.22	2805 N. Ramada	Ramada & McDowell
729	0.00	0.0%	0.00	0.0%	5.42	2205 N. 64th St.	64th and Holly
730	0.32	7.7%	3.81	92.3%	4.13	553 N. Quail	Quail & N. of Covina
731	5.16	100.0%	0.00	0.0%	5.16	553 N. 62nd St.	64th & N. of Colby
732	0.49	55.1%	0.50	56.2%	0.89	6202 E. Hermosa Vista Dr.	64th and Orion
733	0.09	10.1%	1.00	112.4%	0.89	2935 N. 64th St.	62nd St and Hermosa Vista
734	0.16	100.0%	0.00	0.0%	0.16	2807 N. 64th St.	McDowell and E. of 64th St.
Basin Acreage	21.26		94.52		122.75		
Zone 2 Acres	40.01		199.86		290.02		

APPENDIX D

Zone 4							
Parks	Granite	% Granite	Turf	% Turf	Acres	Address	Cross Streets
Beverly Park	0.15	5.2%	2.65	92.7%	2.86	115 N. Beverly St.	Beverly and N. of Main
Carriage Lane Park	4.86	21.6%	17.64	78.4%	22.50	3140 S. Carriage Lane	Carriage Lane and Rte. 101
Dobson Ranch Park	0.56	5.6%	9.28	92.8%	10.00	2359 S. Dobson Rd.	Dobson and Baseline
Escobedo Park	2.30	50.0%	2.30	50.0%	4.60	215 E. 6th St.	6th St and Pasadena
Evergreen Park	0.25	5.3%	2.40	51.1%	4.70	328 W. 5th St.	5th and Country Club
Fitch Park	1.69	18.2%	5.27	56.7%	9.29	651 N. Center St.	Mesa and 8th St
Freedom Park		0.0%		0.0%	0.17	1137 W. 9th Street	Alma School and University
Gateway Park	0.05	5.0%	0.80	80.0%	1.00	315 E. Main St.	Mesa and Main
Guerrero Rotary Park	0.70	9.3%	4.80	64.0%	7.50	205 W. 8th Ave.	8th and MacDonald
Heritage Park	2.00	11.6%	14.20	82.6%	17.20	1501 S. Pima	Mesa and US 60
Kleinman Park	1.58	6.4%	19.44	78.4%	24.80	710 S. Extension Rd.	Extension and 8th Ave
Kleinman Softball	0.00	0.0%	2.62	65.5%	4.00	710 S. Extension Rd.	Extension and 8th Ave
Marlborough Park	0.52	9.8%	4.75	89.6%	5.30	3105 S. Alma School Rd.	Alma School and Canal
Mesa Grande Ruin	0.13	5.2%	0.00	0.0%	2.50	1000 N. Date	Date and Brown
Palo Verde Park	0.37	2.1%	17.63	97.9%	18.00	3135 S. Dobson Rd.	Dobson and Guadalupe
Park of the Canals	3.00	9.6%	0.00	0.0%	31.30	1710 N. Home	Home and Inca
Pioneer Park	0.00	0.0%	17.80	100.0%	17.80	526 E. Main St.	Hobson and Main
Porter Park	0.00	0.0%	2.70	100.0%	2.70	420 E. 8th St.	8th and Mesa
Rancho Del Mar Park	3.50	31.3%	7.20	64.3%	11.20	748 W. Guadalupe Rd.	Cherry and Gaudalupe
Sherwood Park	0.50	2.3%	20.50	93.2%	22.00	1453 S. Home	Home and US 60
Stapley Park	0.00	0.0%	1.60	80.0%	2.00	306 S. LeSueur	LeSueur and Udall
Washington Park	1.38	46.0%	0.62	20.7%	3.00	529 N. Pima	5th and Pima
Whitman Park	3.00	30.0%	5.00	50.0%	10.00	1750 N. Grand	Grand and Inglewood
Woodglen Park	0.15	1.9%	7.95	101.9%	7.80	2342 S. Beverly	Beverly and Medina
Park Acreage	26.69		167.15		242.22		
401	0.00	0.0%	0.90	94.7%	0.95	155 W. McLellan Rd.	McLellan and Grand
402	0.00	0.0%	0.75	100.0%	0.75	153 W. Indigo St.	McLellan and Grand
403	0.00	0.0%	0.77	100.0%	0.77	140 W. Inglewood St.	Inglewood and Grand
404	0.00	0.0%	1.06	100.0%	1.06	101 E. Juniper St.	Juniper and Pima
405	0.00	0.0%	0.40	100.0%	0.40	211 E. Juniper St.	Juniper and Pasadena
406	0.50	45.5%	0.55	50.0%	1.10	1715 N. Pasadena	Pasadena and Ingram
407	0.00	0.0%	0.32	100.0%	0.32	214 E. Ivy St.	Pasadena and Ivy
408	0.00	0.0%	0.55	100.0%	0.55	407 E. Jensen St.	Mesa and Jensen
409	0.00	0.0%	0.26	100.0%	0.26	208 E. Bates St.	Pasadena and Bates
417	0.00	0.0%	3.84	100.0%	3.84	821 E. Inca St.	Home and Inca
418	0.00	0.0%	5.02	100.0%	5.02	1234 N. Home	Grandview and Home
419	0.00	0.0%	5.67	100.0%	5.67	231 E. Glencove St.	Glencove and Pasadena
426	0.00	0.0%	1.41	100.0%	1.41	1441 S. Hobson	Hobson and Holmes
427	0.00	0.0%	0.50	100.0%	0.50	909 E. 9th Dr.	9th and Nevada Way
602	0.00	0.0%	3.30	100.0%	3.30	2646 S. Spruce	Spruce and Nido
603	0.00	0.0%	1.77	100.0%	1.77	755 W. Flower Ave.	Extension and Flower
604	0.00	0.0%	0.50	100.0%	0.50	740 W. Emerald Ave.	Emeral and Enid
605	0.00	0.0%	0.44	100.0%	0.44	755 S. Date	8th and Date
606	0.67	19.7%	2.73	80.3%	3.40	1834 S. Vineyard	Vineyard and Juanita
Basin Acreage	1.17		30.74		32.01		
Zone 4 Acreage	27.86		197.89		274.23		

MAILING LABEL

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----- For US Mail -----

SEALED PROPOSAL

Submitted by: Company Name:
Address:
City, State, Zip:

RFP # 2014122 Parks, Retention Basins and Sports
Fields Landscape Maintenance Services – Zones 1, 2, 4
and Eastmark
Due Date: December 30, 2013, at 3:00 p.m.

City of Mesa
Attn: **Purchasing**
PO Box 1466
Mesa, AZ 85211-1466

----- For US Mail -----

----- For Hand Deliveries, FEDEX, UPS or Other Courier Services -----

SEALED PROPOSAL

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City of Mesa
Attn: **Purchasing**
20 E. Main St., Suite 400
Mesa, AZ 85201

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