

## **REQUEST FOR PROPOSALS**

### **SOLICITATION INFORMATION AND SELECTION SCHEDULE**

Solicitation Number:	<b>PR 17-041</b>
Solicitation Title:	<b>Citywide Facility Landscaping Services</b>
Release Date:	<b>November 1, 2017</b>
Advertisement Dates:	<b>November 1 and 8, 2017 – West Valley View November 2, 2017 – Arizona Business Gazette</b>
<b>NON-MANDATORY</b>	<b>November 16, 2017</b>
Pre-Submittal Conference:	<b>9:00 a.m.</b> (local time, Phoenix, Arizona) Avondale City Hall 11465 West Civic Center Drive Avondale, Arizona 85323  A site tour will be held immediately following the conference. No other requests will be considered.
Final Date for Inquiries:	<b>November 30, 2017</b>
Proposal Due Date and Time:	<b>December 13, 2017 3:00 p.m.</b> (local time, Phoenix, Arizona)
Shortlist Announced for Oral Interviews:	<b>January 4, 2018</b>
Oral Interviews (if necessary):	<b>January 18, 2018</b>
Target City Council Award Date:	<b>February 21, 2018</b>
Anticipated Agreement Start Date:	<b>February 22, 2018</b>
RFP Administrator:	<b>Loretta Browning</b> <a href="mailto:lbrowning@avondale.org">lbrowning@avondale.org</a> <b>623-333-2029</b>

\* In the event that a Vendor cannot be selected based solely on Proposals submitted, Oral Interviews may be conducted at the City's sole discretion.

\*\* The City of Avondale reserves the right to amend the solicitation schedule as necessary.

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SECTION A

PART I. RFP PROCESS; AWARD OF AGREEMENT

1.1 Purpose; Scope of Work. The City of Avondale (the “City”) is issuing this Request For Proposals (this “RFP”) seeking proposals (“Proposals”) from qualified, licensed firms (“Vendors”) interested in providing professional landscaping services for the City’s facilities, which will include, but are not limited to, mowing, edging, pruning, fertilizing, aeration, irrigation programming and repair, raking, weed control and trash/debris cleanup and removal (the “Services”), as more particularly described in the Scope of Work attached to the sample Professional Services Agreement as Exhibit B, and incorporated herein by reference. Maps of the facilities are available online at the address set forth in the Scope of Work. It is strongly recommended that Vendors make an on-site inspection of the locations where the Services will be performed to become familiar with the existing conditions. Failure to do so will not relieve the successful offeror of its obligation to perform the Scope of Work at the awarded amount. In accordance with the City’s Procurement Code, the City will accept sealed Proposals for the Services specified in the Scope of Work.

1.2 Preparation/Submission of Proposal. Vendors are invited to participate in the competitive selection process for the Services outlined in this RFP. Responding parties shall review their Proposal submissions to ensure the following requirements are met.

A. Irregular or Non-responsive Proposals. The City shall consider as “irregular” or “non-responsive” and reject any Proposal not prepared and submitted in accordance with this RFP, or any Proposal lacking sufficient information to enable the City to make a reasonable determination of compliance to the minimum qualifications. Unauthorized conditions, limitations, or provisions shall be cause for rejection. Proposals may be deemed non-responsive at any time during the evaluation process if, in the sole opinion of the City Manager or authorized designee, any of the following are true:

- (1) Vendor does not meet the minimum required skill, experience or requirements to perform or provide the Services.
- (2) Vendor has a past record of failing to fully perform or fulfill contractual obligations.
- (3) Vendor cannot demonstrate financial stability.
- (4) Vendor’s Proposal contains false, inaccurate or misleading statements that, in the opinion of the City Manager or authorized designee, are intended to mislead the City in its evaluation of the Proposal.

B. Submittal Quantities. Interested Vendors must submit **one original** and **four copies (five total submittals)** of the Proposal. In addition, interested parties must submit **one original copy** of the Proposal on a CD-ROM (or electronic media approved by the City) in printable Adobe or Microsoft Word format (or other format approved by the City). Failure to

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adhere to the submittal quantity criteria shall result in the Proposal being considered non-responsive.

C. Required Submittal. The Proposal shall be submitted with a cover letter with an **original ink** signature by a person authorized to bind the Vendor. Proposals submitted without a cover letter with an **original ink signature** by a person authorized to bind the Vendor shall be considered non-responsive. The Proposal shall be a maximum of **15** pages to address the Proposal criteria (excluding resumes and the Vendor Information Form, but including the materials necessary to address project understanding, general information, organizational chart, photos, tables, graphs, and diagrams). Each page side (maximum 8 1/2" x 11") with criteria information shall be counted. However, one page may be substituted with an 11" x 17" sheet of paper, folded to 8 1/2" x 11", showing a proposed project schedule or organizational chart and only having information on one side. Cover, back, table of contents and tabs may be used and shall not be included in the page count, unless they include additional project-specific information or Proposal criteria responses. The minimum allowable font for the Proposal is **11 pt, Arial or Times New Roman**. Failure to adhere to the page limit, size and font criteria shall result in the Proposal being considered non-responsive. Telegraphic (facsimile), electronic (e-mail) or mailgram Proposals will not be considered.

D. Vendor Responsibilities. All Vendors shall (1) examine the entire RFP, (2) seek clarification of any item or requirement that may not be clear, (3) check all responses for accuracy before submitting a Proposal and (4) submit the entire Proposal by the Proposal Due Date and Time. Late Proposals will not be considered. A Vendor submitting a late Proposal shall be so notified. Negligence in preparing a Proposal shall not be good cause for withdrawal after the Proposal Due Date and Time.

E. Sealed Submittals. All Proposals shall be sealed and clearly marked with the RFP number and title, **(PR 17-041) Citywide Facility Landscaping Services**, on the lower left hand corner of the mailing envelope. A return address must also appear on the outside of the sealed Proposal. The City is not responsible for the pre-opening of, post-opening of, or the failure to open, any Proposals not properly addressed or identified.

F. Pricing. The Vendor shall submit the same number of copies of the Fee Proposal as described in Part I, Subsection 1.2(B) (Submittal Quantities) in a separate, sealed envelope enclosed with the Vendor's Proposal. Pricing shall be inclusive of all of the Services in the Scope of Work as described in the Professional Services Agreement in Exhibit B. A sample Fee Proposal is attached to the Professional Services Agreement as Exhibit C.

G. Address. All Proposals shall be directed to the following address: City Clerk, 11465 West Civic Center Drive, Suite 200, Avondale, Arizona 85323, or hand-delivered to the City Clerk's office by the Proposal Due Date and Time indicated on the cover page of this RFP.

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H. Pricing Errors. If price is a consideration and in case of error in the extension of prices in the Proposal, the unit price shall govern. Periods of time, stated as number of days, shall be calendar days.

I. Proposal Irrevocable. In order to allow for an adequate evaluation, the City requires the Proposal to be valid and irrevocable for **90** days after the Proposal Due Date and Time indicated on the cover of this RFP.

J. Amendment/Withdrawal of Proposal. At any time prior to the specified Proposal Due Date and Time, a Vendor (or designated representative) may amend or withdraw its Proposal. Any erasures, interlineations, or other modifications in the Proposal shall be initialed in **original ink** by the authorized person signing the Proposal. Facsimile, electronic (e-mail) or mailgram Proposal amendments or withdrawals will not be considered. No Proposal shall be altered, amended or withdrawn after the specified Proposal Due Date and Time.

1.3 Cost of Proposal Preparation. The City does not reimburse the cost of developing, presenting or providing any response to this solicitation. Proposals submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The Vendor is responsible for all costs incurred in responding to this RFP. All materials and documents submitted in response to this RFP become the property of the City and will not be returned.

1.4 Inquiries.

A. Written Inquiries. Any question related to the RFP, including any part of the Scope of Work, shall be directed to the RFP Administrator whose name appears on the cover page of this RFP. Questions shall be submitted in writing by the date indicated on the cover page of this RFP. In the event the City offices are closed on the Final Date for Inquiries, the Vendor may submit the question(s) to the RFP Administrator via e-mail or voicemail. Any correspondence related to the RFP shall refer to the title and number, page and paragraph. However, the Vendor shall not place the RFP number and title on the outside of any envelope containing questions, because such an envelope may be identified as a sealed Proposal and may not be opened until the Proposal Due Date and Time.

B. Inquiries Answered. Verbal or telephone inquiries directed to City staff **will not be answered.** Within two business days following the Final Date for Inquiries listed on the cover page of this RFP, answers to all questions received in writing or via e-mail will be mailed, sent via facsimile and/or e-mailed to all parties who obtained an RFP package from the City and who legibly provided a mailing address, facsimile and/or e-mail address to the City. No questions, submitted in any form, will be answered after the Final Date for Inquiries.

C. Pre-Submittal Conference. A Pre-Submittal Conference may be held. If scheduled, the date and time of this conference will be indicated on the cover page of this RFP. This conference may be designated as mandatory or non-mandatory on the cover page of this RFP. Additionally, if the Pre-Submittal Conference is designated as mandatory, failure to attend

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shall render that Vendor's Proposal non-responsive. Vendors are strongly encouraged to attend those Pre-Submittal Conferences designated as non-mandatory. The purpose of this conference will be to clarify the contents of this RFP in order to prevent any misunderstanding of the City's requirements. Any doubt as to the requirements of this RFP or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine if any action is necessary and may issue a written amendment or addendum to this RFP. Oral statements or instructions will not constitute amendments or addenda to this RFP.

1.5 Addenda. Any addendum issued as a result of any change in this RFP shall become part of the RFP and must be acknowledged in the Proposal submittal. Failure to indicate receipt of the addendum shall result in the Proposal being rejected as non-responsive. It shall be the Vendor's responsibility to check for addenda issued to this RFP. Any addendum issued by the City with respect to this RFP will be available at:

City of Avondale City Hall  
11465 West Civic Center Drive, Avondale, Arizona 85323  
Buyhub website at: <http://eprocure.avondale.org>  
City of Avondale website at:  
[www.avondaleaz.gov/government/departments/finance-budget](http://www.avondaleaz.gov/government/departments/finance-budget)

1.6 Payment Requirements; Payment Discounts. Any Proposal that requires payment in less than 30 calendar days shall not be considered. Payment discounts of 30 calendar days or less will not be deducted from the Proposal Price in determining the low Proposal. The City shall be entitled to take advantage of any payment discount offered, provided payment is made within the discount period. Payment discounts shall be indicated on Price Sheet.

1.7 Federal Excise Tax; Transaction Privilege Tax. The City is exempt from Federal Excise Tax, including the Federal Transportation Tax. Transaction privilege tax, if any, shall be included in the unit price for each line item. It shall not be considered a lump sum payment item.

1.8 Public Record. All Proposals shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code.

1.9 Confidential Information. If a Vendor believes that a Proposal or protest contains information that should be withheld from the public record, a statement advising the RFP Administrator of this fact shall accompany the submission and the information shall be clearly identified. The information identified by the Vendor as confidential shall not be disclosed until the Procurement Agent makes a written determination. The Procurement Agent shall review the statement and information with the City Attorney and shall determine in writing whether the information shall be withheld. If the City Attorney determines that it is proper to disclose the information, the RFP Administrator shall inform the Vendor in writing of such determination.

1.10 Vendor Licensing and Registration. Prior to the award of the Agreement, the successful Vendor shall (A) be registered with the Arizona Corporation Commission and authorized to do business in Arizona and (B) have a completed Request for Vendor Number on

file with the City Financial Services Department. The Vendor shall provide licensure information with the Proposal. Corporations and partnerships shall be able to provide a Certificate of Good Standing from the Arizona Corporation Commission.

1.11 Certification. By submitting a Proposal, the Vendor certifies:

A. No Collusion. The submission of the Proposal did not involve collusion or other anti-competitive practices.

B. No Discrimination. It shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.

C. No Gratuity. It has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor or service to a City employee, officer or agent in connection with the submitted Proposal. It (including the Vendor's employees, representatives, agents, lobbyists, attorneys, and subcontractors) has refrained, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process, including the Selection Committee, elected officials, the City Manager, Assistant City Managers, Department Heads, and other City staff. All contact must be addressed to the City's Procurement Agent, except for questions submitted as set forth in Part I, Subsection 1.4 (Inquiries), above. Any attempt to influence the selection process by any means shall void the submitted Proposal and any resulting Agreement.

D. Financial Stability. It is financially stable, solvent and has adequate cash reserves to meet all financial obligations including any potential costs resulting from an award of the Agreement.

E. No Signature/False or Misleading Statement. The signature on the cover letter of the Proposal and the Vendor Information Form is genuine and the person signing has the authority to bind the Vendor. Failure to sign the cover letter and the Vendor Information Form, or signing either with a false or misleading statement, shall void the submitted Proposal and any resulting Agreement.

F. Professional Services Agreement. In addition to reviewing and understanding the submittal requirements, it has reviewed the attached sample Professional Services Agreement including the Scope of Work and other Exhibits.

1.12 Award of Agreement.

A. Selection. A Selection Committee composed of representatives from the City will conduct the selection process according to the schedule listed on the cover page of this RFP. Proposals shall be opened at the time and place designated on the cover page of this RFP. The name of each Vendor and the identity of the RFP for which the Proposal was submitted shall



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be publicly read and recorded in the presence of witnesses. PRICES SHALL NOT BE READ. The Selection Committee shall award the agreement to the responsible and responsive Vendor whose Proposal is determined, in writing, to be the most advantageous to the City and best meets the overall needs of the City taking into consideration the evaluation criteria set forth in this RFP. The amount of applicable transaction privilege or use tax of the City shall not be a factor in determining the most advantageous Proposal. After the City has entered into an Agreement with the successful Vendor, the successful Proposal and the scoring documentation shall be open for public inspection.

B. Line Item Option. Unless the Proposal states otherwise, or unless otherwise provided within this RFP, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.

C. Multiple Award. The City, at its sole discretion, may elect to enter into Agreements with multiple Vendors who are qualified to provide the Services. The final terms and conditions of the proposed Agreement will be negotiated by the City with the successful offerors.

D. Form of Agreement. The selected Vendor will be required to execute the City's standard Professional Services Agreement in a form acceptable to the City Attorney. A sample of the standard agreement is included with this RFP. If the City is unsuccessful in negotiating an Agreement with the highest-scoring Vendor, the City may then negotiate with the second, then third, highest-scoring Vendor until an Agreement is executed. City Council approval may be required. The City reserves the right to terminate the selection process at any time.

E. Waiver; Rejection; Reissuance. Notwithstanding any other provision of this RFP, the City expressly reserves the right to: (1) waive any immaterial defect or informality, (2) reject any or all Proposals or portions thereof and (3) cancel or reissue an RFP.

F. Protests. Any Vendor may protest this RFP, the proposed award of an Agreement, or the actual award of an Agreement. All protests will be considered in accordance with the City Procurement Code.

1.13 Offer. A Proposal is an offer to contract with the City based upon the terms, conditions and specifications contained in this RFP and the Vendor's responsive Proposal, unless any of the terms, conditions, or specifications are modified by a written addendum or agreement amendment. Provided, however, that no contractual relationship shall be established until the Vendor has signed, and the City has approved, a Professional Services Agreement between the City and the Vendor in the form acceptable to the City Attorney. A sample Professional Services Agreement is included herein.



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**PART II. PROPOSAL FORMAT; SCORING**

2.1 Evaluation Process. Each submittal will be reviewed for compliance with the Proposal requirements by the Selection Committee. If necessary, the Selection Committee may conduct oral interviews with up to three of the highest ranked Vendors based upon the Proposal submittal scoring.

2.2 Proposal Format and Scoring. Proposals shall be organized and submitted in the format as outlined below. Failure to conform to the designated format, standards and minimum requirements shall result in a determination that the Proposal is non-responsive. Additionally, the Selection Committee will evaluate and award points to each Proposal based upon the evaluation criteria as outlined in this document. Points listed below are the maximum number of points possible for each criteria; there is no minimum number that the Selection Committee must award.

A. General Information - 5 pts.

(1) One page cover letter as described in Part I, Subsection 1.2(C) (Required Submittal).

(2) Provide Vendor identification information. Explain the Vendor's legal organization including the legal name, address, identification number and legal form of the Vendor (e.g., partnership, corporation, joint venture, limited liability company, sole proprietorship). If a joint venture, identify the members of the joint venture and provide all of the information required under this section for each member. If a limited liability company, provide the name of the member or members authorized to act on the company's behalf. If the Vendor is a wholly-owned subsidiary of another company, identify the parent company. If the corporation is a nonprofit corporation, provide nonprofit documentation. Provide the name, address and telephone number of the person to contact concerning the Proposal.

(3) Identify the location of the Vendor's principal office and the local work office, if different. Include any documentation that supports the Vendor's authority to provide services in Arizona.

(4) Provide a general description of the Vendor's organization, including years in business.

(5) Identify any contract or subcontract held by the Vendor or officers of the Vendor that have been terminated within the last five years. Briefly describe the circumstances and the outcome.

(6) Identify any claims arising from a contract which resulted in litigation or arbitration within the last five years. Briefly describe the circumstances and the outcome.

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(7) Vendor Information Form (may be attached as separate appendix).

B. Experience and Qualifications of the Vendor - 15 pts.

(1) Provide a detailed description of the Vendor's experience in providing similar services to municipalities or other entities of a similar size to the City, specifically relating experience with respect to providing professional landscaping services, including, but not limited to, mowing, edging, pruning, fertilizing, aeration, irrigation programming, raking, weed control and trash/debris cleanup.

(2) Vendor must demonstrate successful completion of at least three similar projects within the past 60 months. For the purpose of this Solicitation, "successful completion" means completion of a project within the established schedule and "similar projects" resemble this project in size, nature and scope. Provide a list of at least three organizations for which you successfully completed a similar project. This list shall include, at a minimum, the following information:

- (a) Name of company or organization.
- (b) Contact name.
- (c) Contact address, telephone number and e-mail address.
- (d) Type of services provided.
- (e) Dates of contract initiation and expiration.

*These references will be checked, and it is Vendor's responsibility to ensure that all information is accurate and current. Vendor authorizes the City's representative to verify all information from these references and releases all those concerned from any liability in connection with the information they provide. Inability of the City to verify references shall result in the Proposal being considered non-responsive.*

(3) The City's representative may conduct any investigation deemed necessary to determine the Vendor's ability to perform the project. Vendors may be requested to submit additional documentation within 72 hours (or as specified) to assist the City in its evaluation.

C. Key Positions - 15 pts.

(1) Identify each key personnel member that will render services to the City including title and relevant experience required, including the proposed project manager and project staff.

(2) Indicate the roles and responsibilities of each key position. Include senior members of the Vendor only from the perspective of what their roles will be in providing services to the City.

(3) If a subcontractor will be used for work of a certain type, include information on this subcontractor. A detailed plan for providing supervision must be included.

(4) Attach a résumé and evidence of certification, if any, for each key personnel member and/or subcontractor to be involved in this project. Résumés should be attached together as a single appendix at the end of the Proposal and will not count toward the Proposal page limit. However, each resume shall not exceed two pages in length.

**D. Project Approach - 45 pts.**

(1) Describe the Vendor's approach to performing the required Services in the Scope of Work described in the Professional Services Agreement in Exhibit B, and its approach to contract management, including its perspective and experience on partnering, customer service, quality control, scheduling and staff. This narrative should be straightforward and include the following information:

- (a) Landscaping maintenance plan.
- (b) Irrigation maintenance plan.
- (c) Litter control plan.
- (d) Pruning practices.
- (e) Procedure for replacing lost plants or other City assets.
- (f) Weed abatement plan.
- (g) Safety and traffic control plan.
- (h) Process for responding to emergency requests.
- (i) Process for access to additional staffing when necessary.

(2) Vendor must attach a copy of the quality control plan it will use when performing the Services as a separate appendix (will not be included in Proposal page limit).

(3) Vendor must attach a detailed list of all company vehicles and equipment that will be used to perform the Services as a separate appendix (will not be included in Proposal page limit). This list should include the make, model and year, state whether owned or leased, and include color pictures of equipment that will be used for the job. Upon award of contract, Vendor will be required to provide copies of:

- (a) Title and registration for all vehicles.
- (b) Automobile insurance certificates.
- (c) Name of lessor and conditions of the lease for leased vehicles and equipment.

(4) Describe any alternate approach if it is believed that such an approach would best suit the needs of the City. Include rationale for any alternate

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approach, and indicate how the Vendor will ensure that all efforts are coordinated with the City's Representatives.

(5) Describe any "value added" services that the Vendor offers beyond the items that have been requested. If there are added costs for these services, please identify the financial impact and describe why this would add value to the contract.

(6) Fill out and return with your proposal the Sustainability Commitment form attached to the Professional Services Agreement as Exhibit D.

**E. Project Schedule; Job Start-Up Plan - 10 pts.**

(1) Provide a proposed schedule reflecting the months during which annual or seasonal Services will occur. The schedule shall include the calendar month (or week), and City facility being serviced. Anticipate the start date is February 22, 2018. At a minimum the following services shall be included:

- (a) Pre-emergent herbicide application.
- (b) Fertilization and spraying.
- (c) De-thatching and/or verticutting.

(2) Provide a Job Start-Up Plan showing goals for 30, 60 and 90 days, as well as proposed solutions in the format below. Vendor should evaluate each type of service (i.e., irrigation, turf, landscape plant material) and may include additional steps. All Services must be implemented within 90 days after the Notice to Proceed has been issued by the City.

<b>Job Start-Up Plan</b>		<b>30</b>	<b>60</b>	<b>90</b>
1.	Vision Statement: (Paragraph form)			
2.	Communication Plan			
	A.			
3.	Existing Landscape Evaluation – Recommended Improvements			
	A.			
4.	Irrigation Plan			
	A.			

**F. Pricing - 10 pts.**

Vendor shall submit the same number of copies of the Fee Proposal as described in Part I, Subsection 1.2(F) (Pricing) in a separate, sealed envelope enclosed with the Vendor's Proposal with the signature of the representative of the Vendor who is authorized to make such an offer. The Fee Proposal must be provided in the format attached as Exhibit C of the Professional Services Agreement. Identify all other costs to be billed to the project, including project expenses (no mark-up on expenses will be allowed) and subcontractor fees. Prices are presumed to include all applicable taxes.

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**Total Possible Points for Proposal: 100**

**PART III. ORAL INTERVIEWS; SCORING**

In the event that a Vendor cannot be selected based solely on the Proposals submitted, up to three Vendors may be selected for oral interviews. The selected Vendors will be invited to participate in discussions with the Selection Committee on the date indicated on the cover page of this RFP and awarded points based upon the criteria as outlined below. Vendors may be given additional information for these oral interviews. These discussions will relate less to the past experience and qualifications already detailed in the Proposals and relate more to identification of the Vendor's project approach and to an appraisal of the people who would be directly involved in the Services for this RFP.

**Oral Interview**

20	Experience and Qualifications of the Vendor
40	Key Positions
<u>40</u>	Project Approach
<b>100</b>	<b>Total Possible Points for Oral Interview</b>

**Total Points Possible for this RFP: 200**

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PART IV. VENDOR INFORMATION FORM

By submitting a Proposal, the submitting Vendor certifies that it has reviewed the administrative information and draft of the Professional Services Agreement's terms and conditions and, if awarded the Agreement, agrees to be bound thereto.

\_\_\_\_\_  
VENDOR SUBMITTING PROPOSAL

\_\_\_\_\_  
FEDERAL TAX ID NUMBER

\_\_\_\_\_  
PRINTED NAME AND TITLE

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
TELEPHONE

\_\_\_\_\_  
FAX #

\_\_\_\_\_  
CITY            STATE            ZIP

\_\_\_\_\_  
DATE

WEB SITE: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

SMALL, MINORITY, DISADVANTAGED AND WOMEN-OWNED BUSINESS ENTERPRISES (check appropriate item(s):

\_\_\_\_\_ Small Business Enterprise (SBE)

\_\_\_\_\_ Minority Business Enterprise (MBE)

\_\_\_\_\_ Disadvantaged Business Enterprise (DBE)

\_\_\_\_\_ Women-Owned Business Enterprise (WBE)

Has the Vendor been certified by any jurisdiction in Arizona as a minority or woman-owned business enterprise?

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

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND**

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THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is entered into as of \_\_\_\_\_, 2018, between the City of Avondale, an Arizona municipal corporation (the "City") and \_\_\_\_\_, a(n) \_\_\_\_\_ (the "Contractor").

RECITALS

A. The City issued a Request for Proposals, PR 17-041 "Citywide Facility Landscaping Services" (the "RFP"), a copy of which is on file in the City's Finance Office and incorporated herein by reference, seeking proposals from vendors for professional landscaping services (the "Services").

B. The Contractor responded to the RFP by submitting a proposal (the "Proposal"), attached hereto as Exhibit A and incorporated herein by reference, and the City desires to enter into an Agreement with the Contractor for the Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Contractor hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until \_\_\_\_\_, 2019 (the "Initial Term"), unless terminated as otherwise provided in this Agreement. After the expiration of the Initial Term, this Agreement may be renewed for up to four successive one-year terms (each, a "Renewal Term") if (i) it is deemed in the best interests of the City, subject to availability and appropriation of funds for renewal in each subsequent year, (ii) at least 30 days prior to the end of the then-current term of this Agreement, the Contractor requests, in writing, to extend this Agreement for an additional one-year term and (iii) the City approves the additional one-year term in writing (including any price adjustments approved as part of this Agreement), as evidenced by the City Manager's signature thereon, which approval may be withheld by the City for any reason. The Contractor's failure to seek a renewal of this Agreement shall cause this Agreement to terminate at the end of the then-current term of this Agreement; provided, however, that the City may, at its discretion and with the agreement of the Contractor, elect to waive this requirement and renew this Agreement. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.



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2. Scope of Work. Contractor shall provide the Services as set forth in the Scope of Work, attached hereto as Exhibit B and incorporated herein by reference.

3. Compensation. The City shall pay Contractor an amount not to exceed \$\_\_\_\_.00 for the Services at the rates set forth in the Fee Proposal, attached hereto as Exhibit C and incorporated herein by reference.

4. Payments. The City shall pay the Contractor monthly, based upon work performed and completed to date, and upon submission and approval of invoices. All invoices shall document and itemize all work completed to date. Each invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.

5. Safety Plan. Contractor shall provide the Services in accordance with a safety plan that is compliant with Occupational Safety and Health Administration (“OSHA”), American National Standards Institute and National Institute for Occupational Safety and Health standards. If, in the Contractor’s sole determination, the Services to be provided do not require a safety plan, Contractor shall notify the City, in writing, describing the reasons a safety plan is unnecessary. The City reserves the right to request a safety plan following such notification.

6. Documents. All documents, including any intellectual property rights thereto, prepared and submitted to the City pursuant to this Agreement shall be the property of the City.

7. Contractor Personnel. Contractor shall provide adequate, experienced personnel, capable of and devoted to the successful performance of the Services under this Agreement. Contractor agrees to assign specific individuals to key positions. If deemed qualified, the Contractor is encouraged to hire City residents to fill vacant positions at all levels. Contractor agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the City. If key personnel are not available to perform the Services for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, Contractor shall immediately notify the City of same and shall, subject to the concurrence of the City, replace such personnel with personnel possessing substantially equal ability and qualifications.

8. Inspection; Acceptance. All work shall be subject to inspection and acceptance by the City at reasonable times during Contractor’s performance. The Contractor shall provide and maintain a self-inspection system that is acceptable to the City.

9. Licenses; Materials. Contractor shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Contractor. The City has no obligation to provide Contractor, its employees or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement. The City has no obligation to provide tools, equipment or material to Contractor.

10. Performance Warranty. Contractor warrants that the Services rendered will conform to the requirements of this Agreement and with the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality.

11. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the City and each council member, officer, employee or agent thereof (the City and any such person being herein called an “Indemnified Party”), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys’ fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever (“Claims”), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Contractor, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

12. Insurance.

12.1 General.

A. Insurer Qualifications. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to ARIZ. REV. STAT. § 20-206, as amended, with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City’s option.

B. No Representation of Coverage Adequacy. By requiring insurance herein, the City does not represent that coverage and limits will be adequate to protect Contractor. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

C. Additional Insured. All insurance coverage, except Workers’ Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Named Insured as specified under the respective coverage sections of this Agreement.

**SECTION B**

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D. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.

E. Primary Insurance. Contractor's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured.

F. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance and necessary endorsements citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

G. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Contractor. Contractor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

H. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. Contractor shall be solely responsible for any such deductible or self-insured retention amount.

I. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Contractor shall execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the City and Contractor. Contractor shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

J. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Contractor will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Contractor's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the

**SECTION B**

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declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. The City shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be Contractor's responsibility to forward renewal certificates and declaration page(s) to the City 30 days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing the RFP number and title or this Agreement. A \$25.00 administrative fee shall be assessed for all certificates or declarations received without the appropriate RFP number and title or a reference to this Agreement, as applicable. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing the appropriate RFP number and title or a reference to this Agreement, as applicable, will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

(1) The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:

(a) Commercial General Liability – Under Insurance Services Office, Inc., (“ISO”) Form CG 20 10 03 97 or equivalent.

(b) Auto Liability – Under ISO Form CA 20 48 or equivalent.

(c) Excess Liability – Follow Form to underlying insurance.

(2) Contractor's insurance shall be primary insurance with respect to performance of this Agreement.

(3) All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Contractor under this Agreement.

(4) ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

**SECTION B**

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K. Endorsements. Contractor shall provide the City with the necessary endorsements to ensure City is provided the insurance coverage set forth in this Section 12.

12.2 Required Insurance Coverage.

A. Commercial General Liability. Contractor shall maintain “occurrence” form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured’s clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read “Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of “your work” for that insured by or for you.” If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

B. Vehicle Liability. Contractor shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Contractor’s owned, hired and non-owned vehicles assigned to or used in the performance of the Contractor’s work or services under this Agreement. Coverage will be at least as broad as ISO coverage code “1” “any auto” policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

C. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Contractor engages in any professional services or work in any way related to performing the work under this Agreement, the Contractor shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Contractor, or anyone employed by the Contractor, or anyone for whose negligent acts, mistakes, errors and omissions the Contractor is legally liable, with an unimpaired liability insurance limit of \$2,000,000 each claim and \$2,000,000 annual aggregate.

D. Workers' Compensation Insurance. If Contractor employs anyone who is required by law to be covered by workers' compensation insurance, Contractor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Contractor's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

12.3 Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or be materially changed without 30 days' prior written notice to the City.

13. Termination; Cancellation.

13.1 For City's Convenience. This Agreement is for the convenience of the City and, as such, may be terminated without cause after receipt by Contractor of written notice by the City. Upon termination for convenience, Contractor shall be paid for all undisputed services performed to the termination date.

13.2 For Cause. If either party fails to perform any obligation pursuant to this Agreement and such party fails to cure its nonperformance within 30 days after notice of nonperformance is given by the non-defaulting party, such party will be in default. In the event of such default, the non-defaulting party may terminate this Agreement immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting party's nonperformance is such that it cannot reasonably be cured within 30 days, then the defaulting party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting party immediately (A) provides written notice to the non-defaulting party and (B) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed 90 days. In the event of such termination for cause, payment shall be made by the City to the Contractor for the undisputed portion of its fee due as of the termination date.

13.3 Due to Work Stoppage. This Agreement may be terminated by the City upon 30 days' written notice to Contractor in the event that the Services are permanently abandoned. In the event of such termination due to work stoppage, payment shall be made by the City to the Contractor for the undisputed portion of its fee due as of the termination date.

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



13.5 Gratuities. The City may, by written notice to the Contractor, cancel this Agreement if it is found by the City that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer, agent or employee of the City for the purpose of securing this Agreement. In the event this Agreement is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Contractor an amount equal to 150% of the gratuity.

13.6 Agreement Subject to Appropriation. The City is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the City's then current fiscal year. The City's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the City concerning budgeted purposes and appropriation of funds. Should the City elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the City shall be relieved of any subsequent obligation under this Agreement. The parties agree that the City has no obligation or duty of good faith to budget or appropriate the payment of the City's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The City shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The City shall keep Contractor informed as to the availability of funds for this Agreement. The obligation of the City to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the City. Contractor hereby waives any and all rights to bring any claim against the City from or relating in any way to the City's termination of this Agreement pursuant to this section.

14. Miscellaneous.

14.1 Independent Contractor. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the City. Contractor, its employees and subcontractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual work of Contractor, its employees or subcontractors. The Contractor, and not the City, shall determine the time of its performance of the services provided under this Agreement so long as Contractor meets the requirements of its agreed Scope of Work as set forth in Section 2 above and Exhibit B. Contractor is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. City and Contractor do not intend to nor will they combine business operations under this Agreement.

14.2 Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.



14.3 Laws and Regulations. Contractor shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Contractor is responsible abides by, and remains in compliance with, all rules, regulations, ordinances, statutes or laws affecting the Services, including, but not limited to, the following: (A) existing and future City and County ordinances and regulations; (B) existing and future State and Federal laws; and (C) existing and future Occupational Safety and Health Administration standards.

14.4 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor.

14.5 Provisions Required by Law. Each and every provision of law and any clause required by law to be in this Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, this Agreement will promptly be physically amended to make such insertion or correction.

14.6 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of this Agreement which may remain in effect without the invalid provision or application.

14.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting this Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

14.8 Assignment; Delegation. No right or interest in this Agreement shall be assigned or delegated by Contractor without prior, written permission of the City, signed by the City Manager. Any attempted assignment or delegation by Contractor in violation of this provision shall be a breach of this Agreement by Contractor.

14.9 Subcontracts. No subcontract shall be entered into by the Contractor with any other party to furnish any of the material or services specified herein without the prior written approval of the City. The Contractor is responsible for performance under this Agreement whether or not subcontractors are used. Failure to pay subcontractors in a timely manner pursuant to any subcontract shall be a material breach of this Agreement by Contractor.

**SECTION B**

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14.10 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the City to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the City's acceptance of and payment for services, shall not release the Contractor from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.

14.11 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

14.12 Liens. All materials or services shall be free of all liens and, if the City requests, a formal release of all liens shall be delivered to the City.

14.13 Offset.

A. Offset for Damages. In addition to all other remedies at law or equity, the City may offset from any money due to the Contractor any amounts Contractor owes to the City for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

B. Offset for Delinquent Fees or Taxes. The City may offset from any money due to the Contractor any amounts Contractor owes to the City for delinquent fees, transaction privilege taxes and property taxes, including any interest or penalties.

14.14 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the City:                      City of Avondale  
   11465 West Civic Center Drive  
   Avondale, Arizona 85323  
   Attn: David W. Fitzhugh, City Manager

With copy to:                      GUST ROSENFELD P.L.C.  
   One East Washington Street, Suite 1600  
   Phoenix, Arizona 85004-2553  
   Attn: Andrew J. McGuire

If to Contractor: \_\_\_\_\_

Attn: \_\_\_\_\_

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

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

14.16 Records and Audit Rights. To ensure that the Contractor and its subcontractors are complying with the warranty under subsection 14.17 below, Contractor's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Contractor and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City, to the extent necessary to adequately permit (A) evaluation and verification of any invoices, payments or claims based on Contractor's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (B) evaluation of the Contractor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 14.17 below. To the extent necessary for the City to audit Records as set forth in this subsection, Contractor and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the City to Contractor pursuant to this Agreement. Contractor and its subcontractors shall provide the City with adequate and appropriate workspace so that the City can conduct audits in compliance with the provisions of this subsection. The City shall give Contractor or its subcontractors reasonable

advance notice of intended audits. Contractor shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

14.17 E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Contractor's or its subcontractors' failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the City.

14.18 Israel. Contractor certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in a "boycott," as that term is defined in ARIZ. REV. STAT. § 35-393, of Israel.

14.19 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, the Scope of Work, any City-approved Purchase Order, the Fee Proposal, the RFP and the Contractor's Proposal, the documents shall govern in the order listed herein.

14.20 Non-Exclusive Contract. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods and services from another source when necessary.

14.21 Cooperative Purchasing. Specific eligible political subdivisions and nonprofit educational or public health institutions ("Eligible Procurement Unit(s)") are permitted to utilize procurement agreements developed by the City, at their discretion and with the agreement of the awarded Contractor. Contractor may, at its sole discretion, accept orders from Eligible Procurement Unit(s) for the purchase of the Materials and/or Services at the prices and under the terms and conditions of this Agreement, in such quantities and configurations as may be agreed upon between the parties. All cooperative procurements under this Agreement shall be transacted solely between the requesting Eligible Procurement Unit and Contractor. Payment for such purchases will be the sole responsibility of the Eligible Procurement Unit. The exercise of any rights, responsibilities or remedies by the Eligible Procurement Unit shall be the exclusive obligation of such unit. The City assumes no responsibility for payment, performance or any liability or obligation associated with any cooperative procurement under this Agreement. The City shall not be responsible for any disputes arising out of transactions made by others.

14.22 Special Provisions. Contractor will comply with the City's Municipal Sustainability Plan and Stormwater Management Program. Specific requirements will be provided to Contractor, which will include, at a minimum, the components listed herein.

A. Municipal Sustainability Plan ("MSP"). Contractor shall comply with the following sustainability practices when performing the Services outlined in the Scope of Work:

**SECTION B**

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- (1) Take green waste collected from the designated City properties to the City authorized location.
- (2) Ensure the highest level of resource conservation including water conservation, ground water recharge and green waste reduction.
- (3) Install and maintain drought tolerant native vegetation, turf grass and an irrigation system designed for water conservation.
- (4) Use a mulching mower and leave mulched grass in place to return nutrients to the soil, thereby reducing the amount of fertilizer needed.
- (5) Maintain all equipment in proper working condition. The City reserves the right to inspect the Contractor's equipment at any time, and any equipment deemed unacceptable by the City representative which may include, but not be limited to, equipment malfunctions, excessive noise, unacceptable emissions and leaking, shall be replaced immediately at the Contractor's expense.
- (6) Reschedule all Services requiring the use of gas-operated equipment and leaf blowers on the days declared by the County as high pollution advisory days, to the next non-advisory date. This does not, however, relieve the Contractor from performing other scheduled Services where this type of equipment is not required.

B. Stormwater Management Program ("SMP"). It is mandatory that Contractor attend annual training of the City's SMP at no charge and perform the Services in the Scope of Work adhering to the regulations described below as it pertains to (i) mowing, (ii) application of fertilizer and pesticides and (iii) removal of litter and debris.

- (1) Under no circumstances must lawn clippings be allowed to go down storm drains or be disposed of in drainage ditches, catch basins or watercourses. Grass clippings are to be removed from all paved areas.
- (2) Fertilizer shall be applied in a manner that minimizes the potential of it entering any lake, stream, river, sewer, drain, wetland, or natural watercourse.
- (3) Fertilizer shall be kept off all paved or impervious surfaces and immediately swept or blown back onto the turf areas to prevent it from washing into the storm drain.
- (4) Pesticides must be applied in a manner to minimize the potential of any amount entering any lake, stream, river, sewer, drain, wetland, or natural watercourse.

**SECTION B**

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(5) All pesticide and herbicide applications shall be made by a Certified Pesticide Applicator in accordance with the State of Arizona Office of Pest Management (ornamental and turf, and right-of-way certifications).

<http://www.sb.state.az.us/>  
[http://opm.azda.gov/Assets/PDFDocuments/Applications/  
Applicator\\_Certification\\_Application.pdf](http://opm.azda.gov/Assets/PDFDocuments/Applications/Applicator_Certification_Application.pdf)

(6) Special equipment, such as anti-siphoning devices and shutoff valves, must be used when mixing or loading pesticides.

(7) Special spill kits must be available at the site.

(8) The mixing and loading of pesticides, as well as their storage, must be done in areas specially designed to minimize the risk of human or environmental exposure.

(9) Contractor must remove all litter and debris from all contracted sites.

[SIGNATURES ON FOLLOWING PAGES]

**SECTION B**

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first set forth above.

“City”

CITY OF AVONDALE,  
an Arizona municipal corporation

\_\_\_\_\_  
David W. Fitzhugh, City Manager

ATTEST:

\_\_\_\_\_  
Carmen Martinez, City Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA        )  
                                      ) ss.  
COUNTY OF MARICOPA    )

On \_\_\_\_\_, 2018, before me personally appeared David W. Fitzhugh, the City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the City of Avondale.

\_\_\_\_\_  
Notary Public

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]



## SECTION B

EXHIBIT A  
TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND

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[Contractor's Proposal]

See following pages.

EXHIBIT B  
TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND

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[Scope of Work]

See following pages.

## SCOPE OF WORK

### Citywide Facility Landscaping Services PR 17-041

1. General Requirements. Contractor shall abide by the following specifications while performing the Services for the City facilities listed in this RFP. It is Contractor's responsibility to notify the City representative of any necessary modifications to this Scope of Work in order to keep all locations clean, manicured, healthy and free from weeds and pest infestations.
  - 1.1 Irrigation Specifications. Contractor shall keep the irrigation system functioning properly so that the control timer is keeping time, all stations are operating and all emitters are providing uniform precipitation rates over a given period of time, resulting in healthy plant materials and uniform growth.
    - A. Watering.
      1. Watering shall be scheduled by the Contractor on automatic controllers in quantities and frequencies consistent with seasonal requirements and accepted horticultural practices of the turf and plant materials in the landscape and adjusted as needed. Contractor shall follow the watering guidelines on pages 66 – 67 in the City of Avondale Street Tree Master Plan ("STMP"), located at: <http://www.avondale.org/index.aspx?NID=2661> and incorporated herein by reference, for trees, shrubs and groundcover. Any plant materials that are damaged due to under or over watering must be returned to health or replaced at Contractor's expense.
      2. Sprinkler heads and emitters shall be inspected routinely for required adjustments and replacements to ensure maximum coverage. Immediate adjustments shall be made to correct (a) over-spray into streets, parking lots or other paved areas, (b) excessive runoff and (c) standing water. **AT NO TIME SHALL STANDING WATER BE ALLOWED TO EXIST.**
      3. Hand watering may be required in some areas or if irrigation system is under repair.
      4. Watering shall be scheduled at night unless notified otherwise by the City representative. Exceptions are watering after fertilization and at times of over seeding.
      5. Contractor shall periodically use a soil probe to monitor soil moisture levels in the root areas of trees, shrubs and plant materials.

6. Tree wells shall be maintained within drip or shrub areas to ensure proper retention of irrigation water. All tree irrigation emitters shall be adjusted as needed so that their distance from the base of the tree promotes proper growth and root formation.
7. The Contractor shall maintain a log of current irrigation station times, update as necessary and submit a copy to the City representative. The log shall include, but not be limited to, station location, days of the week, duration of watering and start and stop times.
8. Contractor shall adhere to City codes and state and local watering restrictions.
9. Contractor must inspect all leaks within 24 hours of the notice and advise the City representative whether the leak can be repaired immediately or whether the irrigation system will need to be shut down temporarily for repair. Under no circumstances shall an irrigation system be shut down in excess of 72 hours without authorization from the City representative.
10. Every effort shall be made to conserve water.

B. Inspection, Maintenance, Damages and Repairs.

1. Complete irrigation systems shall be inspected for proper operation weekly during normal work schedule.
2. Contractor must have personnel that possess the knowledge and equipment to maintain, diagnose and repair the irrigation systems. Contractor shall maintain a reasonable inventory of parts including, but not limited to, lateral lines, fittings, control valves, valve boxes, wiring, emitters and matching sprinkler heads, in its service vehicles in order to facilitate prompt equipment repairs described in Subsections 3 and 4 below.
3. All labor and materials for irrigation repairs from the valve to the termination of the system including the valves, sprinkler heads, emitters and water lines are included in this Scope of Work.
4. Contractor is required to inspect controllers, time clocks, backflow prevention and other devices before the valve for any needed repairs. All labor and materials required for the repairs shall be charged on a time-and-materials basis, and the work shall not be commenced until authorization has been received from the City representative. If the Contractor is required to make emergency or

vandalism repairs or adjustments at times other than regularly-scheduled visits, the work shall be accomplished on a time-and-materials basis, as approved by the City. Contractor's staff must be certified to perform the required repairs, and Contractor shall warranty all work for a minimum of six months from the date of the repair.

5. Any damage to the irrigation systems caused by the Contractor's equipment or personnel while performing the Services shall be repaired without charge to the City.
6. Vandalism or accidental damage caused by others shall be reported promptly to the City representative.

#### 1.2. Common Turf Specifications.

- A. Mowing, Edging and Trimming. All turf areas shall be mowed, trimmed and edged once per week at a height not to exceed 1.5." All turf areas adjacent to paved surfaces, including, but not limited to sidewalks, curbs, headboards, as well as around planters, sprinkler heads, trees and shrubbery shall be edge trimmed. All sidewalks and curbs shall be swept of clippings and all trash/debris shall be removed from the premises. De-thatching and/or verticutting shall occur as necessary, but not less than once each spring.
- B. Fertilization. All turf areas shall be fertilized to coincide with the spring Bermuda grass regeneration, during the early summer growing cycle and during the fall months to revitalize root growth, or at winter grass over-seeding to promote lush, abundant growth. Fertilizers must be pre-approved by the City. Appropriate watering procedures shall be followed before and after fertilizer application.
- C. Aeration. Turf areas shall be aerated two times per year.

#### 1.3 Trees, Shrubs and Groundcover Specifications.

- A. Pruning and Trimming. The City seeks a clean natural look where trees and shrubbery are maintained with selective pruning that removes unwanted growth and keeps the materials healthy, thereby allowing them to grow to a mature size and shape.
  1. Contractor shall follow the maintenance guidelines on pages 58 – 67 in the STMP.
  2. Contractor shall prune, shape, thin and trim all trees (including palms), shrubbery, hedges and plants pursuant to arborist recommendations to stimulate growth, maintain shade over

walkways, maintain a natural appearance or growth within the space limitations and eliminate all damaged or diseased foliage. Suckers are to be removed immediately on appearance. The sides should taper out at the bottom to allow sunlight to hit the base of the plants and for debris removal. Some shrubs may require pruning immediately after flowering to maximize flower display in the following year.

3. Palm trees shall be pruned up to one foot of the crown, one time each year, in accordance with the pruning guidelines in the STMP. The skinning of fan palms must be within one foot of the lowest green fronds. Undergrowth must be trimmed and pruned as often as necessary to permit unobstructed sight and passage.
  4. All trees, shrubs and bushes are to be pruned in such a manner to permit an unobstructed view of all signage and traffic and shall not present a hazard to pedestrians or vehicles as stated in the City Municipal Code, Section 14-170(d). Furthermore, all trees shall be trimmed a minimum of three feet away from all buildings, carports and structures. In the event that such pruning results in an unsightly appearance, it will be the Contractor's responsibility to make the City aware of the problem and suggest a remedy.
  5. Ground cover must be edged as needed to prevent it from spreading over walks and curbs or up walls and into other plants.
  6. All debris must be removed off-site on the day of service.
- B. Staking and Guying. Stakes and guys are to be inspected regularly and adjusted, replaced or removed as necessary. All labor and materials for staking, re-staking or removal of staking shall be included within this Scope of Work.
- C. Fertilization and Spraying. Contractor shall follow the guidelines on page 66 in the STMP.
- D. Dead and Declining Foliage. Trees, shrubs and plants that are in a state of decline or are dead shall be brought to the attention of the City representative immediately. Replacements shall be of the size, condition, and variety acceptable to the City and no replacements shall occur without the written approval of the City. **Failure of the Contractor to document and report such state of decline to the City representative, followed by the subsequent death of the tree, shrub or plant, shall shift the responsibility to the Contractor for the replacement of the tree, shrub or plant of a size, condition and variety acceptable to the City, at the Contractor's sole expense.**



E. Emergency and Replacement Services.

1. The City representative may call Contractor to perform emergency services to assist the City with clearing tree/shrub debris from roads, sidewalks, parking areas and/or other damaged areas resulting from severe storms or accidents; such assistance will require disposing of the debris. Contractor must respond within three hours with an emergency crew consisting of four people and appropriate equipment to clear and dispose of the debris. These emergency services performed by Contractor will be outside the scope of work for this Agreement and shall be billed separately on a time and materials basis at the hourly rates quoted for this Agreement.
2. Contractor shall, at the request of the City representative, replace trees and shrubs that are damaged due to storms or disease. All costs for tree/shrub replacement and services resulting from severe storms or accidents will be outside the scope of work for this Agreement and shall be billed separately on a time and materials basis at the hourly rates quoted for this Agreement.

1.4 Cleaning Specifications.

- A. Areas to be Cleaned. Contractor shall clean the entire site, which includes, but is not limited to, granite areas, sidewalks, walkways, streets, building entrance areas, parking areas, grass/turf areas, areas enclosed by fences, concrete plaza areas, landscape planting beds and driveways.
- B. Trash Removal. On a daily basis, Contractor shall remove all litter, trash, animal waste, dried or dead plants and parts of plants (leaves, fronds, branches). Trash and recycle receptacles are to be emptied, appropriately disposed of and replaced with new trash can liners (to be provided by the Contractor).
- C. Blowing. Contractor shall remove all debris from sidewalks, curbs, gutters, granite rock areas, parking lots and turf areas on each service day. Debris shall be blown to a collecting area, picked up and removed from the site. **Contractor shall comply with Maricopa County and the City's leaf blower ordinances, which prohibit operating leaf blowers on high pollution advisory days and blowing landscape debris into public roadways at any time. It shall be Contractor's responsibility to monitor for high pollution advisories issued by the Maricopa County Air Quality Department.**

1.5 Granite Maintenance.

- A. Raking. Raking and leveling of decomposed rock areas shall be done as needed.
- B. Herbicide Application. A pre-emergent herbicide shall be applied semi-annually to prevent the germination of most noxious weeds and grasses based on seasonal growth for summer and winter weeds. The product (supplied by the Contractor) shall be Surflan containing Oryzalin or equivalent.

1.6 Weed and Pest Control.

- A. Weeds. The City expects a weed-free environment. Contractor shall not allow weeds to become established in any turf, landscape or walkway area. Weeds and unwanted grass greater than three inches in height or in spread shall be manually removed. If weeds and unwanted grass are less than three inches, they may be chemically treated and removed as needed. Weeds and unwanted grass growing in decomposed rock areas, shrub beds, planter islands, ground cover areas and cracks of sidewalks, curbs and asphalt adjacent to landscaped areas shall be removed daily.
- B. Post-Emergent. Post-emergent shall be administered as required. The use of chemicals should be limited to only what is necessary and shall be applied in accordance with the manufacturer's recommendations, as well as all local, state and federal standards and regulations.
- C. Safety Data Sheets ("SDS"). Contractor shall supply the City with copies of SDS for all herbicides and pesticides prior to application. The City reserves the right to deny the use of any chemical deemed not to be in the best interests of the City, the public or the environment.
- D. Damage Due to Spraying. Contractor is responsible for all herbicide and pesticide applications. Vegetation killed or severely damaged from an application will be replaced at Contractor's sole expense with the closest size nursery stock available. The City representative shall be notified of the replacement.
- E. Animal, Insect and Disease Control. Contractor shall monitor the contract area for potential pest infestations and disease problems and provide written notification of all problems to the City representative. Applications to control ants and various pests may be required at the City's request based on site inspections and complaints.

1.7 Landscape Lighting. Contractor must inspect the landscape lighting systems installed at American Sports Center ("ASC"), Civic Center Campus and Avondale Transit Center for proper operation and aiming of lights a minimum of once per

week. All necessary aiming adjustments and repairs, including replacement of light bulbs, ballasts, fuses, breakers, timers, or other components necessary for the proper operation of all lights shall be included in this Scope of Work. Vandalism or damage caused by others shall be reported promptly to the City representative and repairs for such damage shall be on a time-and-materials basis, as approved by the City representative.

- 1.8 Fountain Maintenance and Repair. Contractor must have all equipment, tools, parts and supplies to provide preventative maintenance and repairs for the decorative fountain located at City Hall. The fountain must be maintained in proper operating condition for safety to the general public and to be aesthetically pleasing.

A. Weekly Inspection.

1. Test water chemistry and adjust as needed.
2. Add chlorine briquettes to feeder and adjust control valve for proper setting.
3. Add conditioning chemicals as needed.
4. Backwash the sand filter.
5. Skim and brush the feature.
6. Clean tile and stone using tile brush and recommended cleaner.
7. Turn the recirculation pump “off” and clean hair and lint basket.
8. Turn on the lights to test for proper function.
9. Check and adjust the cleaning jets for proper movement and function.

B. Annual Maintenance.

1. Remove coins.
2. Bead blasting or approved equivalent.

C. Materials Covered Under Maintenance Service.

1. Water treatment chemicals.
2. Light bulbs.

3. Fountain submersible lighting system accessories and controls.
4. Filtration and water treatment system, media, accessories and controls.
5. Drain, water makeup and overflow equipment and controls.
6. Inoperable components such as breakers, wiring, switches, motors, pumps, spray heads, valves, gaskets, sensors, baskets, gauges and leaking pipes.
7. Annual bead blasting or approved equivalent.

D. Materials and Repairs Not Covered Under Maintenance Service.

1. Repairs due to vandalism or catastrophic events.
2. Caulking.
3. Replacement of tiles or stone.
4. Replacement of grout.
5. Repairs of cracks.

2.0 City Facilities to be Serviced. The facilities listed below shall receive Services related to irrigation, turf, trees, shrubs, groundcover, cleaning, granite maintenance, weed and pest control and landscape lighting all in accordance with the specifications set forth in Section 1 above at the times set forth in the Frequency Schedule, attached hereto as Attachment 1 and incorporated herein by reference. Maps of these parks can be accessed on the City's FTP Site as follows:

<ftp://ftp.avondale.org>

→UserName: ProcurementFTP

→Password: P7ocu7e@!

→Once logged in, choose:

“RFP PR 17-041 – Citywide Facility Landscaping Services”

2.1 Civic Center Campus.

A. Location. 11465 West Civic Center Drive.

B. Additional Specifications.

1. Contractor shall power wash sidewalk entryways to City Hall, City Court, Civic Center Library and the Police Station every Monday – Thursday. Any debris sprayed on the buildings' glass, doors and

windows shall be cleaned with glass cleaner and a squeegee in their entirety.

2. Contractor shall power wash benches, tables, trash and recycling receptacles one time each week.
3. All turf areas of the Civic Center campus shall be over seeded on an annual basis. Proper turf preparation, adequate seed quantity, fertilization and reapplication of fertilizer, if necessary, shall be performed to ensure the growth of superior winter grass.

## 2.2 ASC and Sam Garcia Library.

### A. Locations.

1. Sam Garcia Library, 495 East Western Avenue
2. ASC, 755 North Avondale Boulevard

### B. Additional Specifications.

1. Hand-water the pots on the ASC grounds daily.
2. Clean seven days each week.
3. Contractor shall power wash all walkways adjacent to the ASC and Sam Garcia weekly. Any debris sprayed on the buildings' glass, doors and windows shall be cleaned with glass cleaner and a squeegee in their entirety.
4. Contractor shall power wash benches, tables, trash and recycling receptacles one time weekly.
5. All turf areas shall be over seeded on an annual basis. Proper turf preparation, adequate seed quantity, fertilization and reapplication of fertilizer, if necessary, shall be performed to ensure the growth of superior winter grass.

## 2.3 Other City Facilities. The following nine City facilities are to be serviced:

### A. Locations.

1. Avondale Community Center: 1007 South 3rd Street (including lot on southwest corner of 4th Street and Mountain View Drive)
2. Police and Fire Station 171 (includes City jail, police substation and fire station): 519 East Western Avenue

3. Fire Station 172: 1825 North 107th Avenue
4. Fire Station 173: 11510 West Durango
5. Public Safety Station 174: 3200 North Dysart Road
6. Old City Hall: 525 North Central Avenue
7. Avondale Transit Center: 11390 West Dale Earnhardt Drive
8. Avondale Corporate Center: 125 South Avondale Boulevard, except privately maintained areas designated on the Avondale Corporate Center map.
9. Care1st Avondale Resource and Housing Center (“Care1st”): 328 West Western, including the interior atrium.
10. Municipal Operations and Service Center: 399 East Lower Buckeye Road

B. Additional Specifications.

1. All turf areas of Care 1<sup>st</sup> shall be over seeded on an annual basis. Proper turf preparation, adequate seed quantity, fertilization and reapplication of fertilizer, if necessary, shall be performed to ensure the growth of superior winter grass.

3.0 Site Inspections; Contractor’s Performance.

- 3.1 The Contractor must establish monthly schedules and follow up with the City representative on a weekly basis the items completed for the previous week and the items planned for the following week. A progress report must be electronically provided to the City representative every Friday.
- 3.2 City representatives will constantly monitor each site and evaluate Contractor’s performance of the Services throughout the course of this Agreement. The following will be taken into account:
  - A. Contractor’s completion of the Services in a timely and professional manner.
  - B. Contractor’s compliance with this Scope of Work and their Quality Control Plan to keep the City facilities clean, manicured, healthy and free from weeds and pest infestations.
  - C. Contractor’s ability to respond to emergency calls.

- 3.3 An inspection form will be used to evaluate the Contractor's performance. City representatives shall meet monthly with the Contractor to review the inspection reports and discuss any deficiencies. The following rating system will be used on the Quality Inspection Form:

- 1 – Poor
- 2 – Needs improvement
- 3 – Fair
- 4 – Good
- 5 – Excellent

**ANY AREA RECEIVING A RATING OF "POOR" OR "NEEDS IMPROVEMENT" MUST BE CORRECTED IMMEDIATELY.**

4.0 Contractor Requirements.

- 4.1 The Contractor shall furnish all labor, materials, equipment, tools, services and skill required to maintain the landscape in a healthy and attractive condition throughout the Contract period in accordance with the specifications in this Agreement on each service day. All work shall be performed in a professional manner within the standards of the industry.
- 4.2 Contractor shall guarantee performance of the Services between the hours of 5:00 a.m. and 4:00 p.m. (local time, Phoenix, Arizona). The Contractor shall have the right to use weekends and holidays to accomplish limited weekly, monthly, semi-annual and annual Services as approved by the City.
- 4.3 Upon notification of Contract award, Contractor shall prepare and submit a delivery schedule for each of the Services (i.e., turf maintenance, fertilization, irrigation) stating the number of calendar days on a monthly basis required to deliver each Service to the City.
- 4.4 The Contractor is expected to coordinate landscape services with the City representative. Landscape services shall be coordinated and/or scheduled to prevent interference and/or disturbance of City business such as events, sports activities, or meetings held in certain areas of the facility during the servicing period.
- 4.5 Contractor shall provide the City representative with the name and phone number of the Contractor's 24 hour contact representative by the start of the Contract.
- 4.6 The Contractor shall work with the City representative to schedule Services for each facility whereby supervision of Contractor's personnel and security of the facility will be maintained at all times.



- 4.7 Contractor shall provide to the City representative, in writing, at least five days prior to the Contract start date, the name, address and telephone number of the on-site supervisor who has authority to act for the Contractor at the work site.
- 4.8 No minimum workforce requirements shall be placed on the Contractor in relation to the number of personnel required, as long as Contractor has sufficient personnel to provide all the Services listed in this Scope of Work.
- 4.9 Public safety must be maintained at all times. Contractor shall comply with all standards, rules and regulations sited in the Arizona Department of Transportation Traffic Control Design Guidelines, 2011 edition. Contractor is required to use high visibility yellow safety vests, vehicles equipped with high intensity amber rotating lights, orange cones/barrels and work zone signage whenever work is being conducted in the City's street medians, shoulder rights-of-way and sidewalks.
- 4.10 At the end of each work day, Contractor must leave the work site in a clean and safe condition, clear of debris and all of Contractor equipment, tools, chemicals and supplies. All debris generated shall be disposed of appropriately by the Contractor.
- 4.11 Contractor shall use herbicide, chemical compounds, formulations and application methods that present the lowest potential hazard to humans and the environment and are approved by the EPA.
- 4.12 Contractor must provide a complete label and SDS book and log book to the City representative.
- 4.13 Contractor shall provide a report to the City representative for each City location serviced which includes the name of the pesticide applied, EPA registration number, quantity used, location treated, date and time of application and name of applicator. The report must be signed by the City representative acknowledging the use of the pesticide.
- 4.14 Contractor shall take precautions to protect all areas from damage due to Contractor's Services. Any damage done by Contractor to any City property, equipment, landscaping, or fixtures will be replaced or repaired, at Contractor's sole expense, in a manner acceptable to the City.
- 4.15 Contractor shall bring to the City's attention any concerns or problems that should be corrected, including preventative maintenance.
- 4.16 Call-back services (services needed between routine Services) shall be provided at no additional cost to the City. The Contractor shall respond to the request and complete the necessary work within 24 hours of receipt or as directed by City representative.

- 4.17 When requested to perform corrective, special or on-call services that are beyond routine Services, Contractor shall respond to the request and complete the necessary work within 24 hours of receipt or as directed by the City representative. All work orders and approvals for extra services will be coordinated through the City's landscape work order management system, which Contractor will be granted access to. Contractor shall ensure its personnel are equipped with the necessary equipment (i.e., smartphones, internet service) to access the system.
- 4.18 All quotations for additional services not covered under this Agreement shall be provided to the City representative at no additional expense; Contractor may note fees for additional services in the Fee Proposal.

5.0 Contractor Personnel Requirements.

- 5.1 Personnel must wear uniforms or other identification that clearly identifies them as employees of the Contractor, be well-groomed and present a professional appearance.
- 5.2 Personnel must not have been convicted of any felony.
- 5.3 Personnel may not carry firearms or have them in their vehicles on City property.
- 5.4 Personnel must conduct themselves in a respectable and courteous manner.
- 5.5 Personnel are not permitted to play loud music, make unnecessary loud noise, or use inappropriate language.
- 5.6 Personnel must adhere to the City's Drug and Alcohol Policy. A copy of the policy can be accessed at:  
  
<http://www.avondaleaz.gov/government/departments/human-resources/policies-procedures>
- 5.7 Personnel may use tobacco products only in designated smoking areas.
- 5.8 If there is a reasonable doubt regarding Contractor's personnel, the City representative may request a security/background check, which Contractor must respond to within 24 hours.
- 5.9 It is the sole responsibility of Contractor's personnel to safeguard all equipment, tools and supplies while on City property. The City will not assume any responsibility for vandalism.

## 6.0 Traffic Control and Right-of-Way Requirements.

- 6.1. A Right-of-Way (“ROW”) Permit Application must be submitted and approved by the Engineering Department for all work performed within the public ROW. The issued permit will be good for one year for Contractor to perform the proposed maintenance within proper work zones in the ROW. Contract will need to re-apply for the permit annually at the start of each contract renewal period. The application form, a copy of which is attached hereto as Attachment 2 and incorporated herein by reference, can be found on the City’s website.
- 6.2 Traffic Control Plans (“TCP”) for ROW permits will be required. TCP will need to be submitted and approved by the City on an annual basis. Typical set-up plans must be submitted for the various road classifications and set-ups lasting less than 60 minutes (a/k/a “rolling” set-ups). Site-specific TCP may also be required.
  - A. TCP submittals must meet all City requirements. American Traffic Safety Services Association certification is required.
  - B. In addition to City requirements, TCP must comply with the latest City of Phoenix Barricade Manual and the Manual on Uniform Traffic Control Devices (“MUTCD”) for temporary construction work zones, as applicable.
  - C. All work vehicles, trailers and equipment must meet the required arrow board and safety lights requirements.
  - D. All barricades, cones and other traffic control devices must meet MUTCD requirements.
- 6.3 Work hour restriction for landscape maintenance may apply based on other approved work permits granted within the ROW.
- 6.4 The ROW permit, certificate of liability insurance, ROW bond and other required documents must be submitted and approved before Services can begin.

ATTACHMENT 1  
TO  
EXHIBIT B  
TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND

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[Frequency Schedule]

See following page.

## CITYWIDE FACILITY LANDSCAPING FREQUENCY SCHEDULE

IRRIGATION	
Service Description	Frequency
Watering	Nightly and seasonal requirements
Sprinkler and emitter check	Weekly
Inspection, repair damages	Daily; repair as required
COMMON TURF MAINTENANCE	
Service Description	Frequency
Mowing, edging, trimming	Weekly
De-thatching and/or verticutting	Once annually at minimum
Fertilization: two applications	Twice annually (Spring, Fall)
Aeration	Semi-annually
TREES, SHRUBS, GROUND COVER	
Service Description	Frequency
Pruning and trimming	As needed
Staking, re-staking and guying	As needed
Fertilization and spraying	Once annually
Removal/replacement of dead and declining foliage	As needed
CLEANING	
Service Description	Frequency
Remove litter, animal waste, dead plants – all areas	Daily
Empty trash receptacles and replace liners	Daily
Blowing (leaf blower)	Daily
GRANITE MAINTENANCE	
Service Description	Frequency
Raking and leveling	As needed
Pre-emergent application	Semi-annually (Spring, Fall)
WEED AND PEST CONTROL	
Service Description	Frequency
Post-emergent application	As needed
Manual removal of unwanted grass and weeds	Daily
Ants, pests and gopher maintenance/abatement	As needed
SAM GARCIA, ASC, CIVIC CENTER BUILDING MAINTENANCE	
Service Description	Frequency
Power wash sidewalk entryways	Daily
LANDSCAPE LIGHTING MAINTENANCE	
Service Description	Frequency
Inspection for proper operation and aiming	Once per week
Repairs or replacement of bulbs, ballasts, fuses, breakers, timers or other components	As needed
FOUNTAIN MAINTENANCE AND REPAIR	
Service Description	Frequency
Inspection	Weekly
Bead blasting and coin removal	Annually

ATTACHMENT 2  
TO  
EXHIBIT B  
TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND

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[ROW Permit Application]

See following page.

**CITY ID NUMBER: ENG – 17 – \_\_\_\_\_**

Project Name:	Date:
Project Location:	
Construction Description:	

**ENGINEERING PERMIT APPLICATION REQUIREMENTS**

1. This Engineering Permit Application Form must be completely filled out before it may be submitted for an engineering permit.
2. For private development projects, the permit application must be accompanied by the Approved required deliverables checklist (DC).
3. The Contractor must have a valid license and be in good standing with the Arizona Corporation Commission, Registrar of Contractors, State of Arizona, and the City of Avondale in order to be issued an engineering permit.
4. Copies of the approved Maricopa County Dust Permit and approved ADEQ *Notice Of Intent* (NOI) to the AZPDES Construction General Permit must be submitted.
5. A copy of the approved Maricopa County Environmental Services *Approval To Construct* (ATC) document for applicable sewer and water projects must be submitted.
6. A copy of the Contractor's insurance certificates meeting the City's minimum requirements must be submitted.
7. Performance bonds may be required for various types of improvements located within the public right-of-way when those improvements are to be owned and maintained by the City.

**TYPE OF PERMIT APPLICATION**

<input type="checkbox"/> Improvement Plans (comm.)	DC*	<input type="checkbox"/> Dirt Haul	3 sets
<input type="checkbox"/> Grading and Drainage (sub.)	DC*	<input type="checkbox"/> Permit Modification	
<input type="checkbox"/> Water Improvements (sub.)	DC*	<input type="checkbox"/> Renew Expired Permit	
<input type="checkbox"/> Sewer Improvements (sub.)	DC*	<input type="checkbox"/> Capital Improvement Projects	3 sets & MC*
<input type="checkbox"/> Paving Improvements (sub.)	DC*	<input type="checkbox"/> Other:	
<input type="checkbox"/> Street Light Improvements (sub.)	DC*	<input type="checkbox"/> Traffic Control Plan (TCP)	
<input type="checkbox"/> Signing and Marking (sub.)	DC*	<input type="checkbox"/> Dry Utility (TELCO, CATV, FO, GAS, IRRIG, ELEC., ETC.)	3 sets
<input type="checkbox"/> Traffic Signal (sub.)	DC*	Utility Co. Job #:	

\*MC stands for signed Mylar Coversheet

\*DC stands for Required Deliverables Checklist

**CONTRACTOR INFORMATION**

Contractor Professional Firm:		Phone:	
Contact:	Email Address:		
Address:	City:	St:	Zip:
AZ ROC License #:	AZ Tax ID #:	City Sales Tax License #:	
<p><b>I hereby certify that I am the contractor or duly authorized contractor's agent, that I have read this application, and that all information is correct. I further certify that I have read, understand, and agree, that I will (or if I am an contractor's agent; that the owner will) comply with all the provision outlined in the Engineering Department Right-of-Way and Construction Permit General Notes. I also certify that the engineering plans submitted are complete and accurate and show any and all existing and proposed structures on the subject property.</b></p>			
Name:	Signature:	Date:	
<b>"SIGNATURE REQUIRED FOR CONSTRUCTION PERMIT ISSUANCE"</b>			

**Development and Engineering Services Department**

11465 W. Civic Center Drive, #120, Avondale, AZ 85323 • Phone (623) 333-4200 • Fax (623) 333-0420 • TDD (623) 333-0010

[www.avondale.org/engineering](http://www.avondale.org/engineering)



EXHIBIT C  
TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND

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[Fee Proposal]

See following pages.

## **FEE PROPOSAL**

### Citywide Facility Landscaping Services PR 17-041

Provide monthly and annual price for each City facility detailed in Sections 1 and 2 of the Scope of Work. Include rates for the Initial Term and all Renewal Terms. Vendor must consider all requirements listed in the RFP and Scope of Work, as well as past experience providing the same type of services to other clients to determine its proposal costs. These rates will remain firm and fixed for the duration of the Agreement subject to modification only as set forth herein.

**NOTE: All pricing blanks must be filled in. Empty or unfilled spaces in the Fee Proposal shall result in a determination that a Proposal is non-responsive.**

Section	Description	Monthly Price	Annual Price (Monthly Price x 12)	Vendor's Notes
<b>2.1</b>				
1.	Civic Center Campus	\$	\$	
<b>2.2</b>				
1.	Sam Garcia Library	\$	\$	
2.	American Sports Center	\$	\$	
<b>2.3</b>	<b>City Structures</b>			
1.	Avondale Community Center	\$	\$	
2.	Police and Fire Station 171	\$	\$	
3.	Fire Station 172	\$	\$	
4.	Fire Station 173	\$	\$	
5.	Public Safety Station 174	\$	\$	
6.	Old City Hall	\$	\$	
7.	Avondale Transit Center	\$	\$	
8.	Avondale Corporate Center	\$	\$	
9.	Care1st Avondale Resource Center	\$	\$	
10.	Municipal Operations and Service Center	\$	\$	
<b>Total*</b>			<b>\$</b>	

**\* ALL PRICES ARE PRESUMED TO INCLUDE ALL APPLICABLE TAXES.**

Company Name: \_\_\_\_\_

Date: \_\_\_\_\_

### CITYWIDE FACILITY ADDITIONAL PRICING

Provide prices\* for each of these Services as indicated. These rates will remain firm and fixed for the duration of the Agreement subject to modification only as set forth herein. **NOTE: Proposal will be deemed non-responsive if all applicable pricing blanks are not filled in.**

Description		Monthly Price	Annual Price
1.	Power wash sidewalk entryways:		
	Sam Garcia (seven times per week)	\$	\$
	ASC (seven times per week)	\$	\$
	Civic Center Buildings (four times per week)	\$	\$
2.	Fountain Maintenance and Repair	\$	\$
3.	Green Waste Program Participation and Disposal of Green Waste (trimmings, clippings, or dead and declining foliage.) Specify Composting/Reuse Facility: Name: _____ Location: _____ Transport (divert from landfill) Disposal	\$ /ton   \$ \$	\$ /ton   \$ \$
4.	Other (must specify)	\$	\$
		TOTAL	\$

Description		Hourly Rate	Linear Foot
1.	Emergency Cleanup Services (SOW Subsection 1.3(E)(1))	\$	
2.	Replacement Services (SOW Subsection 1.3(E)(2)) – Excluding materials	\$	
3.	Landscape lighting – repair due to vandalism/damage	\$	
4.	Palm tree skinning – per linear foot of tree		\$
5.	Other (must specify)	\$	

**\* ALL PRICES ARE PRESUMED TO INCLUDE ALL APPLICABLE TAXES.**

Company Name: \_\_\_\_\_ Date: \_\_\_\_\_

EXHIBIT D  
TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND

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[Sustainability Commitment Form]

See following page.

## **Sustainability Commitment**

The City is committed to protecting the environment and being a successful sustainable community. Therefore, it is essential that sustainability considerations be a part of all City activities and operations. This commitment is demonstrated through compliance, environmental and social sustainability, continued improvement and pollution prevention. Each Contractor for the City is held to this same commitment and goal.

There are many laws and regulations relating to the protection of the environment. It is each contractor's responsibility to know and comply with all laws, regulations, approvals or permits that relate to the work they perform for the City.

The City is pro-active in encouraging environmentally and socially sustainable practices in our operations and among our residents, businesses and suppliers. Please review the scope of work for this solicitation for any environmental or sustainability requirements.

✓ Check any of the following which apply to your business operation and provide reports detailing (A) compliance (if applicable), (B) performance and (C) the tracking mechanisms used to measure results. Contractor shall also indicate how often the City will be provided reports.

- \_\_\_\_\_ Recycling
- \_\_\_\_\_ Energy efficiency practices (*i.e. Paper made with renewable energy*)
- \_\_\_\_\_ Environmentally preferred (*i.e. Use of paper content  $\geq$  30% PCW, Forest Stewardship Council (FSC) certified papers and printers, chlorine-free, recycled-content paper, use of environmentally-friendly inks*)
- \_\_\_\_\_ Air quality/greenhouse gas emissions
- \_\_\_\_\_ Disposal practices
- \_\_\_\_\_ Other environmentally friendly practices
- \_\_\_\_\_ Raise awareness of sustainability
- \_\_\_\_\_ Economic benefits for recipients and/or wider community
- \_\_\_\_\_ Improved health and/or wellbeing of recipients or the wider community
- \_\_\_\_\_ Contributions toward local regeneration and positive impacts on future residents
- \_\_\_\_\_ Contributions toward education concerning climate change, sustainability issues and methods

Company Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_