



PLANNED DEVELOPMENT SERVICES

STETSON VALLEY OWNERS ASSOCIATION

14100 N. 83rd Ave Suite #200

Peoria, AZ 85381

Phone: (623) 887-1396 / Fax: (602) 557-0366

E-mail: Nikki@pdsaz.com

REQUEST FOR PROPOSAL (RFP)

The **Stetson Valley Owners Association** is soliciting proposals for landscape maintenance services. The Stetson Valley property is located at approximately 5100 - 5500 W. Happy Valley Road, Phoenix, AZ, between Happy Valley Road and the CAP Canal.

Planned Development Services, the Association's management company, will administer the bidding process to solicit, receive, and evaluate the proposals, and then submit recommendations to the Board of Directors. A map and corresponding bid specifications for the project are enclosed, together with instructions for preparing and submitting a proposal.

For purposes of this bid solicitation, the Stetson Valley Property is divided into two (2) sections: East {to include Median(s)} and West. Bids may be submitted for either of the two sections, or for both separately. You are welcome to bid the entire property as a whole; however, the Board may choose to keep the Community split into two (2) sections. **It is encouraged to submit three (3) separate proposals.** **Maps to be developed and submitted to HOA within three (3) months – All trees/type; Backflow Map; and Playground Map.**

A final contract, when awarded, will be prepared by the Association for signature, integrating the Bid Specifications as the contract Scope of Services. A bidder may, if desired, offer services beyond those included in these specifications; however, such additional or enhanced services must be appended as a separate Exhibit. Failure to offer at least the services listed in these specifications will cause the bid to be rejected.

A site inspection meeting and Q&A session will be held on Tuesday, November 12th at 3:30 PM at the "Water Wheel" monument, located in the center of the property at the 4-way intersection of 51st Ave. & 55th Ave.

Please submit your bid proposal by the due date of Wednesday, November 27, 2019

Proposals should be submitted by fax or email attachment to the following:

Fax: 602-557-0366 / Email: Nikki@pdsaz.com

Sincerely,

Nikki Ramalho

Bid Liaison

Nicole Fifer, CMCA, AMS

Nfifer@pdsaz.com

Community Manager

STETSON VALLEY OWNER'S ASSOCIATION

LANDSCAPE SPECIFICATIONS

Please prepare proposal based on the following specifications. Your proposal must include extras should there be any.

The Contract Documents consist of:

1. This Agreement (*landscape maintenance specifications, insurance requirements, payment terms, etc.*)
2. Appropriate plat maps (**Exhibit A**)
3. Necessary supplemental schedules of specific work items
4. Other documents listed in this Agreement
5. Modifications issued after execution of this Agreement, if any

These from the Contract, representing the entire integrated agreement between the parties. This document as presented supersedes any prior negotiations, representations, or agreements written or oral.

Interiors of the phases 11, 12 and 20 are not included in the contract. The sub communities are Inspiration and Harmony. North Stetson Valley easement is included in the contract.

Each week on the property, the following items must be complete prior to any additional repair/replacement work. There are no exceptions. These items must be completed every week.

1. Weekly service and Irrigation tech – 40 hours a week
2. Prune all plants and/or shrubs and trees as needed during the 6-week cycle.
3. Remove all trash and debris from the entire community's Common Areas and park ***on each service day***
4. Remove all pet waste as seen and order replacement bags for doggie stations (*Cost of bags not included*)
5. Remove all suckers from all trees along with trimming during the 6-week cycle.
6. Mow and edge turf weekly
7. Rake all granite areas and replace any rock that has been moved back into the area during the 6-week cycle.
8. Remove weeds ***on each service day***
9. Weekly written report
10. Checking & cleaning mailbox areas.
11. Pre-emergent application twice a year throughout the entire community
12. Post-emergent application as needed
13. Fertilization of trees and shrubs
14. Labor for fertilization of turf included in the contract. (*Cost of fertilizer not included*)
15. **Any items with a cost outside the contract (i.e. irrigation repairs) must include a photo of before and after with the invoice.**

This does not preclude you from completing all of the other required tasks as outlined in the attached specifications.

SECTION I - GENERAL PROVISIONS

A. Vendor shall provide all supervision, labor, equipment, tools, skills, transportation and materials required for the performance of the specified work as described herein. There is no storage available on-site. Labor and materials not included in the base contract shall be bid as extra work and completed as authorized and evidenced by an invoice signed by the Community Manager.

B. Vendor agrees to perform the best landscape care practices known in its industry or obtain permission for other practices. Unless otherwise specifically noted in this agreement, the Vendor's work shall be performed with the guidelines adopted by the Landscape Vendors' Association. Vendor shall act as an independent Vendor, and direct such staff as required performing the services herein. Vendor shall exercise full and complete authority over its staff.

C. Vendor shall be responsible to point out deficiencies in the landscape and or the irrigation system that should be called to the HOA's attention and shall make written notices of concern and recommendations to the Manager. Vendor shall provide a written weekly report of landscaping and irrigation activities to the Community Manager. This report should include activities, completion of projects, changes, deviations, scheduling and recommendations.

D. All vehicles shall be identifiable by company logo. Employees shall also carry ID of employment on their person. Service and/or transportation vehicles shall be parked in such a way as to not block the free flow of traffic on the streets of the Community and be parked only on paved roadways and with adequate hazard warning devices. All vendor's employees shall be U.S. citizens and/or legal residents as verified under Federal immigration laws.

E. Normal business hours shall be from 7am – 6pm, Monday thru Friday and 9am – 6pm Saturdays, with the exception of observed national holidays. Work done during non-business hours shall be on an emergency basis as directed. The HOA or the Manager must approve all non-business hours and emergency work in advance.

F. Vendor shall within five business days following award of contract provide certificates of insurance naming Stetson Valley HOA as additional insured. Minimum coverage shall be as follows:

- Workers' Compensation at statutory Workers' Compensation limits for occupational disease and injury coverage. Employers' Liability coverage is to be included at limits of not less than \$1,000,000.
- Comprehensive General Liability to include Premises and Operations and Products and Completed Operations at not less than single combined limit of \$1,000,000 per occurrence.
- Auto liability on an inclusive form including owned, non-owned, and hired vehicles if vehicles are to be used in the course of service or on the premises. Limit of liability is to be not less than \$1,000,000 per occurrence.
- Vendor shall carry a liability umbrella policy of not less than \$2,000,000 in addition to the \$1,000,000 General Liability and Automobile policies.
- Property and Inland Marine Insurance if Vendor has equipment on the premises. The limit of coverage should be sufficient to cover any loss to Vendor's equipment.
- Each Certificate of Insurance must include a statement that Stetson Valley HOA shall be given at least a thirty (30) day written notice of cancellation, expiration, or changes of any nature of the policy. This statement may not include a phrase such as, "but no responsibility is assumed by failure to do so."
- **All Vendor employees shall be in uniform, or otherwise clearly identified, including company logo while on the job site.** All Vendor employees shall meet State and Federal employment requirements.
- Vendor will inform and ensure all sub-Vendors are bound by the terms of this contract.

G. Vendor shall submit with their bid, copies of current local, state and federal licenses held by Vendor. This includes certificates for chemical application and Arizona Vendors License.

H. There must be a certified Chemical Applicator/Pesticide Control Operator (PCO) either on staff or under contract to the Vendor. Licenses and credentials of these specialists are to be provided with the bid tabulation sheet. The cost of such specialists, if provided under subcontract rather than on staff, shall be borne by the Vendor as part of the contract amount, and their charges shall not be billed to Stetson Valley HOA. If a sub-Vendor will be used, its licenses and professional and insurance certificates must also be presented as part of the contract.

I. Vendor will provide an on-site crew with a supervisor, and all other support staff (i.e. irrigation technician, spray technician, etc.), as needed. Vendor shall maintain a current roster of lead and on-site personnel involved with the property, including names, contact phone numbers, and email addresses. On site crews shall have an English-speaking Supervisor at all times.

J. Supervisor will check in weekly with the Community Manager to maintain open communications and email any landscape work orders and keep the Manager aware of any landscape issues requiring the Association's attention.

K. Vendor shall be available to attend Monthly Board meetings. Vendor shall be notified at least **Seventy-two (72)** hours in advance if attendance is required.

L. Vendor shall provide 24-hour emergency service, 7 days per week. Emergency contact information shall be included with the contract.

M. All maps and other records given to or created by Vendor for the Associations irrigation system are the property of Stetson Valley HOA and shall be transferred to the HOA upon request or termination of the contract.

SECTION II – SCOPE OF WORK

TURF to be maintained in a healthy growing condition through the following:

- **Mowing:** Mowing shall be performed as often as necessary to maintain a well-manicured lawn throughout the year.
 - All turf areas shall be mowed weekly. If a scheduled mowing day falls on an observed national holiday or inclement weather prevents regular service, a makeup schedule to be completed that same week shall occur at no additional cost to Stetson Valley.
 - Bermuda – no more than 2”
 - Rye – no more than 3”
 - Mowing shall be coordinated with watering cycles to avoid wet mowing. Any areas of turf are inadvertently scalped during mowing shall be immediately repaired.
 - Mulch mowing is permitted.
 - All sidewalks shall be blown or swept clean on the mowing days.
 - No remnant clumps of turf are allowed after mowing.
- **Edging:** Edging to be performed on the same schedule as mowing at all turf areas adjacent to hardscape areas such as walks, drives, curbs and header boards.
 - A steel blade vertical edger shall be used to edge all sidewalk and street curbs.
 - Tree wells, irrigation boxes and any structures within turf areas shall be string trimmed to present a “detailed” appearance.
 - Chemical applications of herbicides may be necessary if mechanical edging is injurious to existing plant material.
- **Weed Control:** Weed control program to be established for the turf areas to prevent weed infestation. *Labor to perform weeding must be included.* Any additional charges for materials must be outlined in your proposal.
- **Fertilization:** Labor to apply fertilizer must be **included**. Any additional charges for materials must be outlined in your proposal.
 - Grass must be maintained in a green appearance and fertilized four (4) times annually.
- **Soil Amendments:** Vendor shall provide all equipment and labor required to apply soil amendments up to twice (2) a year, including but not limited to
 - Agricultural gypsum, CBX soil amendment and/or foliar application of Calcium chloride.
 - Said soil amendments shall be recommended, in writing, by Vendor’s Agronomist and applied as requested and approved in writing by Stetson Valley.
- **Aeration:** The vendor shall monitor turf conditions and recommend areas in need of aeration at a depth of 4”. **The cost per acre for aeration shall be included on the bid sheet as an additional service.** Plugs shall be mowed.
- **Watering:** Lawns shall be watered at such frequencies as weather conditions require, replenishing soil moisture to the root zone.
 - Duration and frequency shall be dictated by need.
 - Use of a soil probe to monitor soil moisture levels in the root areas shall be performed as required.
- **Fall Renovation and Over-seeding:** Renovation shall begin in the fall when nighttime temperatures have become low enough to suppress Bermuda-Grass growth (approximately October 1-31).
 - The turf areas shall be over-seeded only upon written approval of the Stetson Valley Owner Association Board of Directors. The Board of Directors may modify the over-seeding locations to include or exclude areas.
 - Application rates shall be a minimum of Nine (9) pounds per 1000 sq. ft.

The vendor shall provide all equipment, materials and labor required to assure proper root development and rye turf establishment. **The costs of labor and equipment for the fall over seeding shall be included in the base bid price.** The intent of the HOA is to seed 50 percent of the turf. The cost of rye seed and starter fertilization, on a square foot basis, shall be billed to Stetson Valley Owner Association and is not included in the base bid price. Vendor’s cost for seed and fertilizer (per square foot) shall be included on the additional cost’s worksheet.

WEED CONTROL – DECOMPOSED GRANITE/BARE SOIL - All areas to be maintained weed free at all times.

- **Pre-emergent herbicide:** application once every 6 months (to provide a six month warranty with each application). Labor and material costs shall be inclusive in the monthly landscape maintenance cost.
- **Post-emergent herbicide:** applied as needed to maintain property free of weeds. Labor and material costs shall be inclusive in the monthly landscape maintenance cost.
- **Dead weed material:** shall be removed on each service day.

GROUND COVER BEDS & GRANITE AREAS

- **Pruning:** Pruning shall be performed regularly to control growth over walks, curbs, and walls. Prune dead plant material. No plant/shrub should ever be allowed to encroach on sidewalk areas.
- **Granite:** maintain and rake weekly, correct any minor erosion areas and blowing and removing debris.
 - Granite shall be raked level a minimum of once per month. Granite to be maintained at a level of ½" below curb and a minimum 2" deep. If granite level falls below minimum, Vendor shall submit recommendations to Manager.

TREES - (up to ten (10) feet in height)

- **Tree Inventory:** A tree count and condition inspection is to be conducted within three (3) months of contract initiation to allow Vendor baseline knowledge for maintenance.
 - Tree information is to be updated every three (3) years.
- **Pruning:** trees shall be pruned as needed to keep sidewalks, streets, and pathways clear. Pruning shall be performed to obtain a **neat and attractive** form and appearance as appropriate for each variety.
- **Tree Suckers:** to be removed on a weekly basis during the 6-week cycle.
- **Blowing:** common area tree debris and dropped leaves must be removed from under trees, plants and shrubs.
 - The streets and common areas must be blown free of all leaves and debris, bagged and taken away.
- **Watering:** Trees shall be watered at such duration and frequency as weather conditions require to meet the tree's needs, replenishing soil moisture down to the root zone at the drip edge of the tree.
 - Use of a soil probe to monitor soil moisture levels in the root areas shall be performed as required. Irrigation shall be extended out from the tree trunk to the drip edge of the tree every odd numbered year to prevent formation of root ball.
 - Trees that are positioned on sloping ground shall have earthen water dams on the lower side of the tree in order to provide uniform watering around the entire drip edge of the tree. These earthen water dams and irrigation systems must be periodically extended out away from the tree trunk to the drip edge every odd numbered year.

SHRUBS

- **Pruning:** Shrubs shall be pruned to avoid growth over walks, curbs, or walls. When needed, trim back **twice (2)** a year instead of annually. Shrubs **NOT** to exceed three (3) feet in height within 10 feet on all streets, sidewalks and trails.
- **Shaping:** shrubs shall be minimally pruned so as to obtain a natural form and appearance as appropriate for each variety.
 - Shrubs shall not be pruned in a box, hedge, or bubbled appearance, no geometrical pruning. It is imperative that the crew does not deviate from these specifications. Should any crew member not clearly understand this policy, they must seek assistance from their supervisor.
 - Shrubs are to be pruned as necessary to keep from spreading over walls/walks/curbs

IRRIGATION

Vendor shall respond immediately upon notification from the Community Manager of a major water leak. Failure to turn-off a major water leak within four hours of notification shall incur a penalty equal to the cost of water for that month which is in excess of the average cost of water for the same month during each of the three preceding years.

- **Controllers:** all controllers shall be monitored and adjusted weekly (if necessary) to achieve the most efficient use of the irrigation system based on rainfall and seasonal needs.
- **Heads:** in turf areas to be checked weekly and repaired or replaced immediately, (as necessary). Vendor shall investigate if heads are under warranty and can be replaced by the manufacturer free of charge. Labor cost of replacement shall be paid to the Vendor.

- If heads are damaged due to landscape crew, cost for such repairs shall be the responsibility of the landscape vendor.
- **Drip emitters / bubblers:** all shall be inspected monthly for missing heads or repairs.
- **Irrigation Repairs:** shall be billed separate from the monthly maintenance fee and shall require the prior approval of the association if in **excess of \$500.00.**
- **Irrigation Heads:** The association prefers to use constant pressure irrigation heads.

DEBRIS

- **Standard community debris:** shall be removed weekly from entire property.
- **Storm debris:** (**of an excessive nature**) shall be removed at additional cost.
- **Landscape debris:** vendor shall be responsible to provide all labor and equipment necessary to remove all debris generated by landscape maintenance activity from all areas.
- **Pet Waste:** It is the requirement of the Association that all pet waste bag dispensers are to be refilled on the regular service date(s) and pet waste to be removed when seen in the common areas.
- **Vendor shall remove litter and debris,** on each day(s) of service or at least two (2) times per week on a scheduled basis. This shall include, but not be limited to turf and granite areas, walkways, streets, mailboxes areas, green belts, drainage ways and open spaces.

STAKING / GUYING

- **Stakes and Guys:** on existing trees are to be inspected continually and adjusted or removed as necessary. Labor cost and materials to perform normal re-staking is NOT included and shall be paid to the Vendor.

PEST INSPECTION

- **Pest Inspect / Infestation:** Vendor will remain vigilant and inspect regularly for pest invasion of landscaped areas. If noticed, Community Manager is to be notified and proposal submitted. Vendor will take proper control measures upon approval.
 - Rodent, snail, insect and disease control will be monitored and reported to Community Manager.

REPLACEMENT OF TURF, PLANTS AND TREES

- Trees, plants or turf that is in a state of decline or dead shall be brought to Stetson Valley attention immediately. Vendor shall make effort to determine the cause of the death and shall communicate the results of their investigation to the Community Manager.
- Replacement plants shall be of size, condition, and variety acceptable to Stetson Valley, to be paid for by Stetson Valley, unless loss was due to negligence of Vendor. If plants are in a state of decline or dead due to actions of the vendor, such as, but not limited to, improper pruning, irrigation or mowing methods, it shall be the responsibility of the vendor to provide replacement materials at vendor's expense.
- Labor costs for normal, regular replacements of trees (up to 24" box size) and plants shall be included in base bid price. Materials shall be charged at Vendor's cost-plus negotiated mark-up. This does not include large projects that require additional hours to perform replacement. Those projects are proposed to include additional labor cost.

ANCILLARY SERVICES

- **Backflow assembly inspections:** landscape vendor shall coordinate the inspection by an outside inspection company if requested by the property management company.

SECTION III - GENERAL CONTRACT TERMS

- The term of the first Contract shall begin on the date of contract signing and ending one year later. Renewable annually thereafter by mutual agreement of both parties.
- Either party, upon 30 days written notice to the other party, may terminate the contract, without cause or penalty, at any time.
- The contract shall be subject to immediate cancellation for cause by either party without penalty.
- Stetson Valley shall be invoiced, monthly, in arrears. Invoices shall detail all items, costs and general location. Payment terms shall be approximately NET 30 days.
- Stetson Valley shall provide the vendor two (2) full working days notice to correct any problem or defect discovered in the performance of work required under the contract. If not cured during the notice period, up to 25% of any billing may

be held for non-completion or unsatisfactory completion of any work not cured during the notice period. Up to 50% may be withheld for non-completion or unsatisfactory completion of over seeding. No such deduction shall be made by Stetson Valley without written notice to vendor as described above.

- Bids submitted shall include all items referenced above in this Stetson Valley request for proposal and shall be submitted on the form attached for comparison of competitive bidding and inclusion of all items. Exceptions, amendments and or additions may be noted and/or attached as an addendum.
- This RFP will be converted to a contract with the successful bidder. Such contract shall include all the terms of this proposal except for amendments specifically negotiated with vendor as part of the bid process.

Vendor Certifications

- Vendor has carefully examined the Bid Documents (including maps) and has been thoroughly informed of all conditions and requirements that may affect the nature and extent of the work to be done under this contract.
- Vendor is thoroughly familiarized with the actual conditions of the project site that may in any manner affect the nature and extent of the work to be done under this contract.
- Vendor is thoroughly familiarized with all federal, state, county, and city ordinances, rules, and regulations that may in any manner affect the nature and extent of work to be done under this contract.
- That all entries made in the Bid Proposal are accurate and correct.

Bid Acceptance Period: The Vendor agrees to abide by the terms of this Bid for a period of sixty (60) days from the bid receipt date and agrees that this Bid may be accepted by the owner at any time prior to the expiration of that period.

Payment in Full: The Vendor acknowledges and agrees that payment in accordance with the prices listed (**must include tax**) in the Bid Proposal shall constitute full payment for all work, including all charges for incidental expenses, whether foreseeable or unforeseeable, at the time of this proposal; for supervision, for all applicable taxes, for bonds, for insurance, for overhead, for labor and for profit in accordance with the whole of this bid package.

Assignment: Neither party may assign, sell, transfer, delegate or otherwise dispose of, whether voluntarily or involuntarily, or by operation of law, any rights or obligations under this Agreement with the prior written consent of the other party. Any purported assignment, transfer, or delegation without such consent shall be void.

Severability: If a court of competent jurisdiction makes a final determination that any term or provision hereof is invalid, illegal or unenforceable, the invalid, illegal or unenforceable term or provision shall be deemed replaced by a term or provision that is legal, valid and enforceable and that comes closest to expressing the intention of the illegal, invalid or unenforceable term or provision, and the remaining terms and provisions hereof shall remain unimpaired.

Construction of the Agreement: The construction and effect of this agreement shall be governed by the laws of the State of AZ and any dispute arising under or in connection with this agreement or related to any matter which is the subject of this agreement shall be subject to the exclusive venue and jurisdiction of the courts located in Maricopa County, AZ. This agreement contains the entire understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, inducements, or conditions, express or implied, oral or written, except as contained herein. This agreement may be amended only in writing signed by both authorized agents of both parties.

Binding Effect: The Bid Proposal and Stetson Valley HOA's acceptance of this Proposal shall constitute a binding contract between both parties and shall inure to the benefit or detriment of the parties' respective heirs, successors, and assigns. The individuals signing submitting Bid Proposals and accepting said Proposals on behalf of the respective parties also represent and warrant that they have fully read this agreement, understand its terms and have the full and necessary author to execute it and to bind the respective parties hereto. The parties further represent and warrant that each has the authority to execute this agreement and to make the covenants contained herein.

Dispute Resolution: All claims and disputes arising under or relating to this agreement are to be settled by binding arbitration in Maricopa County, AZ or a location equally agreeable to the parties. The arbitration shall be conducted on a confidential basis pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorneys' fees. Any such arbitration shall be conducted by an attorney agreed to by both parties and shall include a written record of the arbitration hearing. The parties reserve the right to object to any individual who shall be employed by or affiliated with a competing organization or entity. An award of arbitration may be confirmed in a court of competent jurisdiction.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date(s) set forth below.

For and on behalf of Association:

For and on behalf of Vendor

Community HOA Legal Name

Vendor Company Legal Name

Signature of HOA Representative

Signature of Vendor Representative

Printed Name of HOA Representative

Date

Printed Name of Vendor Representative

Date

STETSON VALLEY HOA

Bid Proposal

Submitted to: *Nikki Ramalho, Bid Liaison*

Submitted by: _____
(Name of Company)

Address _____

Contact _____

Phone _____ Mobile _____

Corporation Sole Proprietor Partnership Other _____
(Circle One)

Arizona Vendor's License Number(s) _____

Chemical Applicator/PCO _____

Federal I.D. Number _____

Arizona Sales Tax No. _____

Number full time staff on site _____

Planned Days of Service _____

Hours per Day _____

Total Monthly Landscape Bid \$ _____

Written amount _____

Pre and Post Emergent \$ _____

Over seeding Bid \$ _____

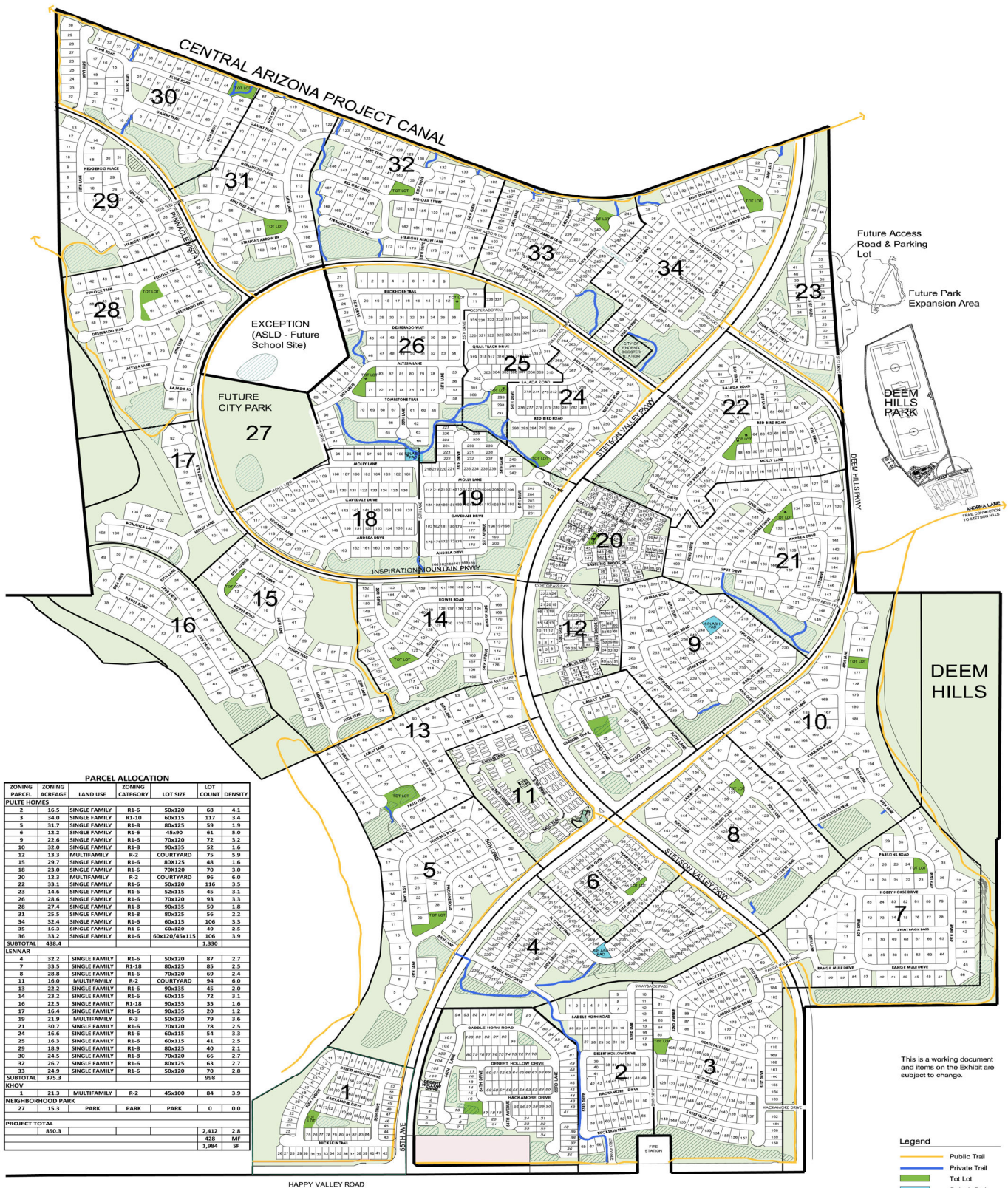
Non-ER Sprinkler Repair \$ _____ per hr. & ER Sprinkler Repair \$ _____ per hr.

Emergency Call (*Nights or Weekends*) \$ _____

Granite Topdressing \$ _____ per ton

Negotiated Mark-up _____ %

EXHIBIT A



STETSON VALLEY

Lotting, Trails and Open Space Exhibit

