

# BOARD OF SUPERVISORS AGENDA ITEM REPORT AWARDS / CONTRACTS / GRANTS

Award Contract C Grant	Requested Board Meeting Date: 08/19/2024
* = Mandatory, information must be provided	or Procurement Director Award:
*Contractor/Vendor Name/Grantor (DBA):	
Underwood Brothers Inc (Headquarters: Phoenix, AZ)	
*Project Title/Description:	
Landscape and Vegetation Management Services	
*Purpose:	

Award: Supplier Contract No. SC2400002223 This Supplier Contract is for an initial term of one (1) year in the annual award amount of \$2,700,000.00 (including sales tax) and includes four (4) one-year renewal options.

Administering Department: Transportation.

#### \*Procurement Method:

Pursuant to Pima County Procurement Code 11.12.020, Competitive sealed proposals, Solicitation No. RFP-24000257 was conducted. One (1) response was received. Award is to the responsive and responsible Proposer.

PRCUID: 521799

Attachments: Notice of Recommendation for Award and Supplier Contract.

# \*Program Goals/Predicted Outcomes:

To provide Pima County residents with an economical vegetation management within Pima County Right of Way.

# \*Public Benefit:

Provide safe traverse of pathways, shoulder, and sidewalk within Pima County Right of Way.

# \*Metrics Available to Measure Performance:

Monitor acres of Right of Way maintained.

# \*Retroactive:

No.

TO: COB 8/6/24 Vers: 0 # Pages; 67

# THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (\*) fields

<b>Contract / Award Information</b>				
Document Type: <u>SC</u>	Department	Code: <u>PO</u>	Contract Number (i.e., 15-123)	: <u>24-2223</u>
Commencement Date: <u>08/19/24</u>	Termination	Date: <u>8/18/25</u>	Prior Contract Number (Synerge	en/CMS):
Expense Amount \$ <u>2,700,000.00</u>	<u>)</u> *	Rev	enue Amount: \$	
*Funding Source(s) required: <u>HURF</u>				
Funding from General Fund?	es 🖲 No	If Yes \$		
Contract is fully or partially funded w  If Yes, is the Contract to a vendor of		C Yes € No		
Were insurance or indemnity clauses If Yes, attach Risk's approval.	modified?	C Yes		
Vendor is using a Social Security Num If Yes, attach the required form per Adr		C Yes         ♠ No           22-10.		
Amendment / Revised Award Infor	mation			
Document Type:	Department C	ode:	Contract Number (i.e., 15-123	
Amendment No.:		AM	IS Version No.:	
Commencement Date:		Ne	w Termination Date:	
		Pri	or Contract No. (Synergen/CMS):	MANAGEMENT AND ADDRESS AND ADD
Is there revenue included?		e Am Yes \$	ount This Amendment: \$	-
*Funding Source(s) required:				
Funding from General Fund? OY	es C/No If	Yes \$		%
Grant/Amendment Information (for	or grants acceptanc	e and awards)	C Award C Amendment	
Document Type:	Department C	ode:	Grant Number (i.e., 15-123):	on more represente comitante admissa su
Commencement Date:	Termi	nation Date:	Amendment Num	nber:
Match Amount: \$		Reven	ue Amount: \$	
*All Funding Source(s) required:	<del></del>			
*Match funding from General Fund	? C Yes C No	If Yes \$	<b>%</b>	
*Match funding from other source: *Funding Source:	S? O Yes O No	If Yes \$	<u></u>	·
*If Federal funds are received, is fu	nding coming direc	tly from the Federa	al government or passed through o	ther organization(s)?
Contact: Procurement Officer: Lad	d Lyons Digitally Date: 200		<sub>ion Manager:</sub> Ana Wilber	Digitally signed by Ana Wilber Date: 2024.07.25 13:16:57 -07'00'
Department: Procurement Director:		Digitally signed by Date: 2024.07.25	<u>17:20:56 -07'00'                                 </u>	<u>724-3730</u>
epartment Director Signature:	lathin	Digitally signed by Kr DN: cn=Kathryn Skin email≂Kathryn.Skinn Date: 2024.08.02 08	ner, o=Pima County Transportation, er@pima.gov, c=US	
eputy County Administrator Signature			Date:	5/2024
Ounty Administrator Signature:	(	9	Date: 46	17024



# NOTICE OF RECOMMENDATION FOR AWARD

Date of Issue: July 26, 2024

The Procurement Department hereby issues formal notice to respondents to Solicitation No. RFP-24000257 for Landscape and Vegetation Management Services that the following listed respondent will be recommended for award as indicated below. The award action is scheduled to be performed by the Board of Supervisors on or after August 19, 2024.

Award is recommended to the:
Responsive and Responsible Proposer

AWARDEE NAME
Underwood Brothers Inc.

ANNUAL AWARD AMOUNT \$2,700,00.00

OTHER RESPONDENT NAMES None.

Issued by: Ladd Lyons, Procurement Officer

Telephone Number: <u>520-724-3730</u>

This notice is in compliance with Pima County Procurement Code §11.12.020(C)

and §11.20.010(C).

Copy to: Pima County SBE via e-mail at SBE@pima.gov.

AW

Pima County Procurement Department 150 W. Congress St. 5th FI Tucson AZ 85701



# Supplier Contract

Contract Number	SC2400002223	
Contract Start Date	08-19-2024	
Contract End Date	08-18-2025	
Payment Type	Warrant/Check	
Buyer	Ladd Lyons	
Phone Number		
Email		

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Supplier:	Contract Name:
UNDERWOOD BROTHERS INC	Landscape and Vegetation Management Services
4742 N Romero Road Tucson, AZ 85705	

Supplier Contact and Payment Terms:

Phone: +1 (520) 6960314

Email: v.verdin@aaalandscape.com

Terms: Days:

Shipping Method	Delivery Lype	FUB
Vendor Method	Standard Ground	FOB Dest, Freight Prepaid

Currency	NTE Amount	Used Amount
USD	2,700,000.00	0.00

# **Contract/Amendment Description:**

This Supplier Contract is for an initial term of one (1) year in the annual award amount of \$2,700,000.00 (including sales tax) and includes four (4) one-year renewal options.

Attachment: Offer Agreement

Catalo	g Items:				
Line#	Item Description	UOM	Unit Price	Stock Code	MPN/VPN
1	From Calle de los Padres to 550 ft S of Foothills Dr., Medians and Shoulders	Each	9,292.50		
2	Aborist Certified I.S.A	Hour	46.37		
3	From 350 ft. N of Calle Herbosa to Santa Rebecca Medians Only	Each	7,363.20		
4	From Alvernon Way to Country Club, medians, and shoulders	Each	5,203.80		
5	From Dodge to River Rd, Medians Only	Each	548.70		
6	From the Veterans Memorial Underpass to W side of Alvernon Way/ Contractor Way bridge medians and shoulders	Each	2,070.90		

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Catal Line #	og Items:  Item Description	UOM	Unit Price	Stock Code MPN/VPN
7	From Old Bopp Rd. to Desert Cashe, Medians and Shoulders	Each	2,442.60	
8	Certified Applicator with Vehicle	Hour	36.89	
9	From Valencia Rd. to W. Tetakusim Rd. West Shoulder Only along walkway	Each	2,159.40	
10	From Placita Salubre to Calle Tres, Medians Only	Each	6,389.70	
11	From Trotter Sisters Dr. to Cienega Creek Dr. shoulders only	Each	1,982.40	
12	From just west of Abrego Dr. (Santa Cruz River) to La Canada Dr., Median and Shoulders. From La Canada to Cmo del Sol, Medians Only, and the Roundabout at Cmo del Sol and Continental Rd	Each	7,009.20	
13	From Shannon Rd. to Stargrass Rd, Medians and Shoulders	Each	11,469.60	
14	Cost per acre to perform litter pick up only (1 acre minimum)	Acre	1,770.00	
15	Cost per mile to perform ""Median Maintenance"" on arterial roadways (1 mile minimum)	Mile	1,770.00	
16	Cost per mile to perform ""Shoulder Maintenance"" on arterial roadways (1 mile minimum)	Mile	1,770.00	
17	Cost per mile to perform litter pick up only (1 mile minimum)	Mile	885.00	
18	From River to Paseo Cimmaron, Medians and Shoulders, removal of evasive weeds only	Each	14,921.10	

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Catalo	g Items:				
Line#		UOM	Unit Price	Stock Code	MPN/VPN
19	Crew Leader w/ 4 x 4 Pick Up Truck, Truck Mounted Winch and Cell Phone	Hour	29.50		
20	From Alvernon Way to Fort Lowell Rd., Shoulders Only	Each	1,805.40		
21	Driver & Dump Truck 12 Cubic Yards mowing/ vegetation debris collection	Hour	34.50		
22	From 1-19 to Desert Bell, Medians and Shoulders	Each	3,770.10		
23	From Paseo del Norte to Canyon Del Oro Bridge, Medians Only	Each	5,823.30		
24	From Oracle Rd to Firenze Dr. and Avenida de Sonya to Pima Canyon Rd, Median and Shoulders	Each	7,965.00		
25	Irrigation Maintenance Technician w/ Vehicle	Hour	36.89		
26	From Sabino Canyon Rd. to Territory Dr. Shoulders Only Remove evasive weeds only in the Hydro Seed areas From Territory Dr. to Sunrise Dr medians & shoulders.	Each	10,779.30		
27	From Calle de las Tiendas to 3 medians south of Continental, Medians Only	Each	6,018.00		
28	From Rancho Feliz to River Rd. Medians and Shoulders	Each	30,160.80		
29	From Duval Rd to 2,800 feet south of Duval Rd (end at drainageway). Medians Only	Each	938.10		

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Catalo	og Items:			
Line #	Item Description	UOM	Unit Price	Stock Code MPN/VPN
30	From La Canada to 4,320 feet east of La Canada (end at drainage way), Medians Only	Each	1,451.40	
31	2832 ft S of Lambert Ln. to 823 ft S of Ruthrauff Rd. Medians and Shoulders	Each	35,630.10	
32	From Northern Ave. to Shannon Rd., Medians and Shoulders,	Each	18,266.40	
33	930 ft S of Ajo Way to Holladay St., Medians and Shoulders	Each	10,089.00	
34	Mowing Equipment Operator w/ mower, equipment, and supplies	Hour	36.89	
35	From Cmo de la Tierra to Corona, Medians and Shoulders	Each	10,407.60	
36	Palm Tree Maintenance Technician w. tools and equipment	Hour	36.89	
37	460 ft. S of 31st to 44th St., median and shoulders Veterans Memorial PALO VERDE OVERPASS	Each	7,434.00	
38	Portal to Portal, Ajo, AZ Round Trip	Each	3,679.00	
39	From Pima Wash to Shannon Rd., Medians and Shoulders	Each	16,779.60	
40	From River Rd to Cmo Kino, Medians Only	Each	1,947.00	
41	From Kolb Rd to Summer Set Dr - Medians and Shoulders	Each	1,770.00	
42	From Cloud Rd. to Kolb Rd Medians and Shoulders	Each	4,566.60	

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Catale	og Items:		
Line #		UOM	Unit Price
43	From Tanque Verde Rd. to Cloud Rd., Medians Only and Guardrails	Each	4,495.80
44	From Ina Rd. to Magee Rd:, Medians and Shoulders	Each	4,460.40
45	From Skyline Dr. to Pima Canyon Rd., Medians and Shoulders	Each	10,195.20
46	Storm and Accident Damage	Hour	29.50
47	From 1 median east of Kolb Rd. to Skyline Dr. Medians and Shoulders	Each	27,187.20
48	From 1-10 Frontage Rd. to Silverbell Rd., Shoulders Only	Each	973.50
49	Superintendent w/Pick Up Truck and cell phone	Hour	46.37
50	From 1 median north of Sunrise to southside of Rillito River, medians and shoulders	Each	13,699.80
51	From Houghton Rd. to Tanque Verde Acres, median and shoulders	Each	7,009.20
52	From Rudolf Dr. to Cortaro Farms Rd., Medians and Shoulders	Each	7,062.30
53	Trailer Mounted Chipper w/ minimum 4" tree limb capacity	Hour	40.79
54	From 1960 ft. E of Mission Rd to Cardinal Ave, Medians Only	Each	1,787.70
55	From Cardinal Ave to Ajo HWY, Medians and Shoulders	Each	43,860.60
56	From Wilmot Rd to McCulloch Dr., Medians and Shoulders	Each	4,035.60

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Catal	og Items:				
Line #	Item Description	UOM	Unit Price	Stock Code	MPN/VPN
57	From 1,000 feet west of Craycroft Rd to Craycroft Rd, medians and guardrails. NO SHOULDERS	Each	566.40		
58	Vegetation Management Laborer	Hour	29.50		
59	From Schaefer Dr. to Calle Harmonia, Medians and Shoulders	Each	9,664.20		

# **OFFER AGREEMENT**

#### 1. PURPOSE

This contract establishes a system-generated form Supplier Contract ("SC") for Contractor to provide Pima County ("County") with Landscape and Vegetation Management Services on an "as required basis" by issue of Delivery Order ("DO") or Delivery Order Maximo ("DOM").

# 2. CONTRACT TERM, RENEWALS, EXTENSIONS and REVISIONS

The MA will document the commencement date of the contract and will be for a one (1) year period with four (4) one-year renewal options that the parties may exercise as follows: County will issue contract extensions, renewals, or revisions to Contractor with a revised MA document. Contractor must object in writing to the proposed revisions, terms, conditions, scope modifications and/or specifications within ten (10) calendar days of issuance by County. If Contractor does not notify county of any objections within that timeframe, the revision(s) will be binding on the parties.

#### 3. CONTRACTOR MINIMUM QUALIFICATIONS

Contractor certifies that it is competent, willing, and responsible for performing the services or providing the products in accordance with the requirements of this contract. Contractor certifies that it possesses all licenses required by applicable Agencies to satisfy the requirements of this contract. Utilize Exhibit B: Minimum Qualifications Verification Form (1 page).

# 4. PRODUCT OR SERVICE SPECIFICATIONS & SCOPE OF WORK

#### 4.1. General Specifications

- a) See Exhibit A Scope of Services (12 Pages)
- b) See Exhibit B Minimum Qualifications Verification (1 page)
- c) See Exhibit C Questionnaire (1 page)
- d) See Exhibit D Routine Maintenance Locations and Limits (2 pages)

#### 5. OFFER ACCEPTANCE & ORDER RELEASES

County will accept offer(s) and execute this contract by issuing an MA (recurring requirements) to be effective on the document's date of issue without further action by either party. The MA will include the term of the contract.

Pursuant to the executed MA, County departments requiring the goods or services described herein will issue a DO or DOM to the Contractor. County will furnish the DO or DOM to Contractor via facsimile, e-mail or telephone. If County gives the order verbally, the County Department issuing the order will transmit a confirming order document to Contractor within five (5) workdays of the date it gives the verbal order.

Contractor must not supply materials or services that are not specified on the MA and are not documented or authorized by a DO or DOM at the time of provision. County accepts no responsibility for control of or payment for materials or services not documented by a County DO or DOM.

Contractor will establish, monitor, and manage an effective contract administration process that assures compliance with all requirements of this contract. In particular, Contractor will not provide goods or services in excess of the executed contract items, item quantity, item amount, or contract amount without prior written authorization by contract amendment that County has properly executed and issued. Any items Contractor provides in excess of those stated in the contract are at Contractor's own risk. Contractor will decline verbal requests to deliver items in excess of the contract and will report all such requests in writing to County's Procurement Department within one (1) workday of the request. The report must include the name of the requesting individual and the nature of the request.

# 6. ACCEPTANCE OF GOODS & SERVICES

The County Department designated on the issued order (DO or DOM) will accept goods and services only in accordance with this contract. Such acceptance is a prerequisite to the commencement of payment terms.

#### 7. COMPENSATION & PAYMENT

The MA or PO will establish the contractual Not-to-Exceed Amount ("NTE Amount"). The NTE Amount represents the funding appropriated by County for this contract and cannot be altered without amendment. Contractor will not accept orders, or provide services or products that cumulatively exceed the contract amount.

### 7.1. Unit Prices (Net 30-day Payment Terms)

Contractor's unit prices must include all incidentals and associated costs required to comply with and satisfy all requirements of this contract, which includes the Offer Agreement and the Standard Terms and Conditions. County will make no payments for items not in the contract and Contractor will not invoice them.

Quantities in this solicitation are estimates only. County may increase or decrease quantities and amounts. County makes no guarantee regarding actual orders for items or quantities during the term of the contract. County is not responsible for Contractor inventory or order commitment.

# **UNIT PRICES (Net 30-day Payment Terms)**

# Unit Prices - Complete in Documents and Items tab on Bidnet.

Unless the parties otherwise agree in writing, all pricing will be F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination"). Contractor will deliver and unload products or services at the destination(s) that the delivery article of this contract or accepted Order indicates. The offered Unit Price must include all freight costs.

Although an order may not fully include State and City sales tax, County will pay such taxes as are **DIRECTLY** applicable to County and Contractor invoices such taxes as a separate line item. Contractor must not include such taxes in the item unit price.

### 7.2. Price Warranty and Trade-In Allowance

Contractor will give County the benefit of any price reduction before actual time of shipment. Parties may negotiate a fair and equitable trade-in allowance value for County surplus property to be applied through either a discounted purchase price or account credit. The trade-in value must be stated on a written price quote prior to County making a purchase, or on a credit memo invoice for a prior purchase. Trade-in property will be itemized on the quote or invoice by description, model/part number, quantity and guaranteed trade-in value. County will coordinate and document the delivery of surplus trade-in property to Contractor. Award of contract constitutes disposition authority to trade-in surplus property pursuant to Board of Supervisors' Policy D.29.11, Surplus Personal Property.

# 7.3. Price Escalation

All unit prices shall consider/provide for current economic and market conditions and include compensation for Contractor to implement and actively conduct cost and price control. No additional compensation shall be paid to Contractor to reimburse efforts to implement and conduct cost and price controls. Prices shall remain fixed for the initial contract term, after which Contractor may submit no more than one (1) written Price Escalation Request ("PER") per term. The PER must be submitted not later than 90 days prior to the contract renewal date and must clearly demonstrate justification for the increase in price, such as continued and significant changes in economic and/or market conditions justifying any requested price escalation. The PER must reference/cite any source materials used to form the basis of the proposed justification but must not include historical information prior to the initial contract term. County will research Bureau of Labor Statistics (BLS) Producer Price Index (PPI) and/or other related indicators or sources and conduct an analysis to determine 1) if the submitted justification and evidence are sufficient, 2) the requested price escalation is fair and reasonable, and 3) if approving the PER is in the County's best interest. County reserves the right to negotiate, accept or reject the PER, or terminate and re-solicit the contract.

# 7.4. Living Wage

All pricing will conform to Pima County's Living Wage Ordinance 2002-1 if applicable, including required annual adjustments of the wage.

### 7.5. Additional Items and/or Services

This following section is for items that Contractor did not list or price above but are within the scope of this contract. Contractor may provide these items under this contract. Contractor will submit Master Price List (MPL) documents, compact disc (CD) or USB flash drive and file names or identify website address, identifying all other items offered pursuant to this contract. The MPL or website address specifically designed for County must include the vendor's/manufacturer's or retail price list and the discount percentage off utilized to get to include Discounted Unit Price being offered to County i.e. Manufacturer's List Price – (List price x Discount %) = Discounted Unit

Price. The resulting Unit Prices must be of similar discount off List Prices for those items specifically included above. Item Unit Prices above will govern in case of conflict with the Master Price List.

List MPL Document by Title, MPL Media & Filenames or MPL Internet Address and Title(s)	Qty of Pages	Dated	Percentage Discount (Mfr List Price – (List price x Discount %) = Discounted Unit Price
Rock/Gravel https://www.pioneerco.com/			unit price x 0%≃unit price
Plants and Trees https://civanonursery.com/ or http://www.deserttreesnursery.com			unit price x 0%=unit price
Chemicals https://nutrienagsolutions.com/			unit price x 0%=unit price

The parties may negotiate and establish unit pricing in writing under the contract for items included in the scope of the contract that does not have previously listed unit pricing.

# 7.6. Standard Payment Term

Net (30), effective from the date of valid invoice document and does not commence until the later of 1) the receiving County Department receives goods or services into County's payment system or 2) County Financial Operations receives and verifies Contractor's invoice.

# 7.7. Optional Early Payment Discount Term

Pima County Administrative Procedure No. 22-35 Section 2.2.4 describes County's practice regarding discounts for early payment. Contractor offers the following discounts to those prices to be used for all orders issued pursuant to this contract. County will utilize the existing payment code that best matches that offered and does not exceed the offered discount percentage. Payment days cannot be less than ten (10) calendar days. Contractor will submit valid invoice document consistent with the associated DO or DOM to County's Finance Department at least seven (7) calendar days prior to the date on which the discounted payment is due. If desired, for any order issued pursuant with this contract, Contractor may offer early payment discounts that exceed this Early Payment Discount.

Optional Early Payment Discount:	1 %	if payment tendered within	10	Days as indicated above
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# 7.8. Invoicing

Contractor will submit Request(s) for Payment or Invoices to the location and entity identified by County's DO or DOM document.

All Invoice documents will reference County's DO or DOM number under which the services or products were ordered. Contractor must utilize the item description, precise unit price, **AND** unit of measure included in County's order document for **ALL** Invoice line items. County may return invoices that include line items or unit prices that do not match those documented by County's order to Contractor unprocessed for correction.

Contractor will provide detailed documentation in support of payment requests, which should be consistent with and not exceed County's DO or DOM document. Contractor will bill County within one (1) month after the date on which Contractor's right to payment accrues ("Payment Accrual Date"), which, unless this contract specifically provides otherwise, is the date Contractor delivers goods, performs services or incurs costs. Invoices must assign each billed amount to an appropriate line item of County's order and document each Payment Accrual Date. County may refuse to pay any amount that Contractor bills in which does not conform to County's DO or DOM document. County will refuse to pay any amount that Contractor bills more than six (6) months after the Payment Accrual Date, pursuant to A.R.S. § 11-622(C).

# 8. VENDOR RECORD MAINTENANCE

# 8.1. Pima County Record

Contractor must establish and maintain a complete Pima County Vendor record, which includes the provision of a properly completed and executed "Request for Taxpayer Identification Number and Certification" document (Form W-9). The record must be registered with a valid and monitored email address for Contractor. In the event of any change that renders the information on that record inaccurate Contractor must update the record within ten (10) calendar days of the change and prior to the submission of any invoice or request for payment. Contractor must register through <a href="https://www.pima.gov/208/Vendor-Self-Service-System-VSS">https://www.pima.gov/208/Vendor-Self-Service-System-VSS</a>.

#### 8.2. BidNet Record

Contractor must establish and maintain an active BidNet Vendor record, The record must be registered with a valid and monitored email address for Contractor. Use of BidNet by Contractor may be governed by terms and conditions as determined by BidNet, and County is not a party to any agreement formed by Contractor's use of the BidNet platform.

#### 9. DELIVERY

"On-Time" delivery is an essential part of the consideration that Contractor is to provide to County under the contract. Contractor will make delivery in accordance with the Standard Terms and Conditions and to the location(s) on the DO or DOM document.

If necessary to satisfy the guaranteed delivery time, Contractor will utilize premium freight method at no additional cost to County.

#### 10. TAXES, FEES, EXPENSES

Pursuant to IRS Publication 510, County is exempt from federal excise taxes for goods. County is subject to State and City sales tax. County will pay no separate charges for delivery, drayage, express, parcel post, packing, insurance, license fees, permits, costs of bonds, surcharges, or proposal preparation unless the contract expressly includes such charges and the solicitation documents itemize them.

#### 11. OTHER DOCUMENTS

Contractor and County are entering into this contract have relied upon information provided or referenced by Pima County Solicitation No. RFP-24000257 including the RFP, Offer Agreement, Standard Terms and Conditions, solicitation amendments, Contractor's proposal, documents submitted by Contractor or References to satisfy Minimum Qualifications and any other information and documents that Contractor has submitted in its response to County's solicitation. The Contract incorporates these documents as though set forth in full herein, to the extent not inconsistent with the provisions of this contract.

#### 12. INSURANCE

The Insurance Requirements herein are minimum requirements for this contract and in no way limit the indemnity covenants contained in this contract. Contractor's insurance shall be placed with companies licensed in the State of Arizona and the insureds shall have an "A.M. Best" rating of not less than A- VII, unless otherwise approved by County. County in no way warrants that the minimum insurer rating is sufficient to protect Contractor from potential insurer insolvency.

# 12.1. Minimum Scope and Limits of Insurance

Contractor will procure and maintain at its own expense, until all contractual obligations have been discharged, the insurance coverage with limits of liability not less than stated below. County in no way warrants that the minimum insurance limits contained herein are sufficient to protect Contractor from liabilities that arise out of the performance of the work under this contract. If necessary, Contractor may obtain commercial umbrella or excess insurance to satisfy County's Insurance Requirements.

#### 12.1.1. Commercial General Liability (CGL)

Occurrence Form with limits of \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include cover for liability arising from premises, operations, independent contractors, personal injury, bodily injury, property damage, broad form contractual liability coverage, personal and advertising injury and products – completed operations.

# 12.1.2. Business Automobile Liability

Bodily Injury and Property Damage for any owned, leased, hired, and/or non-owned automobiles assigned to or used in the performance of this contract with a Combined Single Limit (CSL) of \$1,000,000 Each Accident.

# 12.1.3. Workers' Compensation (WC) and Employers' Liability

Statutory requirements and benefits for Workers' Compensation. In Arizona, WC coverage is compulsory for employers of one or more employees. Employers' Liability coverage with limits of \$1,000,000 each accident and \$1,000,000 each person - disease.

In Arizona, WC coverage is compulsory for employers of one or more employees. For a Sole Proprietor: The Workers' Compensation requirement shall not apply to a Contractor that is exempt under A.R.S. § 23-901, and when such Contractor executes the appropriate "Pima County Sole Proprietor/Independent Contractor Waiver Form".

# 12.2. Additional Insurance Requirements

The policies shall include, or be endorsed to include, as required by this contract, the following provisions:

# 12.2.1. Claims-Made Insurance Requirements

If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date must precede the effective date of this contract, and Contractor must maintain such coverage for a period of not less than three (3) years following contract expiration, termination or cancellation.

#### 12.2.2. Additional Insured Endorsement

The General Liability, Business Automobile, policies must each be endorsed to include Pima County and all its related special districts, elected officials, officers, agents, employees and volunteers (collectively "County and its Agents") as additional insureds with respect to vicarious liability arising out of the activities performed by or on behalf of the Contractor. The full policy limits and scope of protection must apply to County and its Agents as an additional insured, even if they exceed the Insurance Requirements.

# 12.2.3. Subrogation Endorsement

The General Liability, Business Automobile Liability, Workers' Compensation Policies shall each contain a waiver of subrogation endorsement in favor of County, and its departments, districts, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

#### 12.2.4. Primary Insurance Endorsement

Contractor's policies shall stipulate that the insurance afforded Contractor shall be primary and that any insurance carried by County, its agents, officials, or employees shall be excess and not contributory insurance. The Required Insurance policies may not obligate County to pay any portion of Contractor's deductible or Self Insurance Retention (SIR).

12.2.5. Insurance provided by Contractor shall not limit Contractor's liability assumed under the indemnification provisions of this Contract.

# 12.2.6. Subcontractors

Contractor must either (a) include all subcontractors as additional insureds under its Required Insurance policies, or (b) require each subcontractor to separately meet all Insurance Requirements and verify that each subcontractor has done so, Contractor must furnish, if requested by County, appropriate insurance certificates for each subcontractor. Contractor must obtain County's approval of any subcontractor request to modify the Insurance Requirements as to that subcontractor.

# 12.3. Notice of Cancellation

Each Required Insurance policy must provide, and certificates specify, that County will receive not less than thirty (30) days advance written notice of any policy cancellation, except 10-days prior notice is sufficient when the cancellation is for non-payment of a premium. Notice must be mailed, emailed, hand-delivered or sent via facsimile transmission to County's Contracting Representative, and must include the project or contract number and project description.

### 12.4. Verification of Coverage

Contractor shall furnish County with certificates of insurance (valid ACORD form or equivalent approved by County) as required by this contract. An authorized representative of the insurer shall sign the certificates. Each certificate must include:

- County's tracking number for this contract, which is shown on the first page of the contract, and a
  project description, in the body of the Certificate;
- A notation of policy deductibles or SIRs relating to the specific policy; and

- Certificates must specify that the appropriate policies are endorsed to include additional insured and subrogation wavier endorsements for County and its Agents. Note: Contractors for larger projects must provide actual copies of the additional insured and subrogation endorsements.
- 12.4.1. All certificates and endorsements, as required by this contract, are to be received and approved by County before, and be in effect not less than 15 days prior to, commencement of work. A renewal certificate must be provided to County not less than 15 days prior to the policy's expiration date to include actual copies of the additional insured and waiver of subrogation endorsements. Failure to maintain the insurance coverages or policies as required by this contract, or to provide evidence of renewal, is a material breach of contract.
- 12.4.2. All certificates required by this contract shall be sent directly to the appropriate County Department. The Certificate of Insurance shall include County's project or contract number and project description on the certificate. County may require complete copies of all insurance policies required by this contract at any time.

# 12.5. Approval and Modifications

County's Risk Manager may approve a modification of the Insurance Requirements without the necessity of a formal contract amendment, but the approval must be in writing. County's failure to obtain a required insurance certificate or endorsement, County's failure to object to a non-complying insurance certificate or endorsement, or County's receipt of any other information from the Contractor, its insurance broker(s) and/or insurer(s), do not constitute a waiver of any of the Insurance Requirements.

# 13. PERFORMANCE BOND

Not applicable to this contract.

#### 14. ACKNOWLEDGEMENT OF SOLICITATION AMENDMENTS

Contractor must acknowledge in the table below to have read all published solicitation amendments and must ensure they are submitting all amended pages of the solicitation (if any) with their response:

Amendment#	Date	Amendment #	Date	Amendment#	Date
Amendment 01	6/21/24	Amendment 03	6/24/24		
Amendment 02	6/24/24		:		

# 15. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION

Not applicable to this contract.

Title: Landscape and Vegetation Management Solicitation No. RFP-24000257 Services 16. PROPOSAL/OFFER CERTIFICATION CONTRACTOR LEGAL NAME: Underwood Bros. Inc. BUSINESS ALSO KNOWN AS: AAA Landscape MAILING ADDRESS: 4742 N. Romero Road CITY/STATE/ZIP: Tucson, AZ 85705 REMIT TO ADDRESS: 4742 N. Romero Road CITY/STATE/ZIP: Tucson, AZ 85705 CONTACT PERSON NAME/TITLE: Jeff Hatfield, Tucson Branch Manager, Executive Board of Directors PHONE: (520) 696-3223 FAX: (520) 696-0314 CONTACT PERSON EMAIL ADDRESS: Jeff Hatfield, J.hatfield@aaalandscape.com EMAIL ADDRESS FOR ORDERS & CONTRACTS: Jeff Hatfield, J.hatfield@aaalandscape.com CORPORATE HEADQUARTERS ADDRESS: 3747 E. Southern Ave, Phoenix, AZ 85040 https://www.aaalandscape.com/ WEBSITE: By signing and submitting the Offer Agreement, the undersigned certifies that they are legally authorized to represent and bind Contractor to legal agreements, that all information submitted is accurate and complete, that Contractor has reviewed the County's Procurement website for solicitation amendments and has incorporated all such amendments to its offer, that Contractor is qualified and willing to provide the items requested, and that Contractor will comply with all requirements of the contract. The Unit Pricing includes all costs incidental to the provision of the items in compliance with the contract; no additional payment will be made. County may deem conditional offers that modify the solicitation requirements "Non-Responsive" and County may not evaluate them. Contractor's submission of a signed Offer Agreement will constitute a firm offer and upon the issuance of a MA document issued by County's Procurement Director or authorized designee will form a binding contract that will require Contractor to provide the goods or services and materials described in this contract. The undersigned hereby offers to furnish the goods or services in compliance with all terms, conditions, and specifications in this Offer Agreement. DATE: 6-26~2 Robert L Underwood, CEO PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER

PHONE AND EMAIL: (602) 437-2690 rlu@aaalandscape.com

County Attorney Contract Approval "As to Form".

# PIMA COUNTY STANDARD TERMS AND CONDITIONS

#### 1. WARRANTY

Contractor warrants goods or services to be satisfactory and free from defects. Contractor also warrants that all products and services provided under this contract are non-infringing.

#### 2. PACKING

Contractor will make no extra charges for packaging or packing material. Contractor is responsible for safe packaging conforming to carrier's requirements.

#### 3. DELIVERY

On-time delivery of goods and services is an essential part of the consideration that County will receive.

Contractor must provide a guaranteed delivery date, or interval period from order release date to delivery if the Price proposal document requires it. Upon receipt of notification of delivery delay, County may cancel the order or extend delivery times at no cost to County. Any extension of delivery times will not be valid unless an authorized representative of County extends it to Contractor in writing.

To mitigate or prevent damages from delayed delivery, County may require Contractor to deliver additional quantity utilizing express modes of transport, or overtime, all costs to be Contractor's responsibility. County may cancel any delinquent order, procure from an alternate source, or refuse receipt of or return delayed deliveries at no cost to County. County may cancel any order or refuse delivery upon default by Contractor concerning time, cost, or manner of delivery. Contractor is not responsible for unforeseen delivery delays caused by fires, strikes, acts of God, or other causes beyond Contractor's control, provided that Contractor provides County immediate notice of delay.

#### 4. SPECIFICATION CHANGES

County may make changes in the specifications, services, or terms and conditions of an order. If such changes cause an increase or decrease in the amount due under an order or in time required for performance, County will make an acceptable adjustment and will modify the order in writing. No verbal agreement for adjustment is acceptable.

Nothing in this clause reduces Contractor's' responsibility to proceed without delay in the delivery or performance of an order.

# 5. INSPECTION

County may inspect or test all goods and services at place of manufacture, destination, or both. Contractor will hold goods failing to meet specifications of the order or contract at Contractor's risk and County may return such goods to Contractor and Contractor will be responsible for costs for transportation, unpacking, inspection, repacking, reshipping, restocking or other like expenses. In lieu of return of nonconforming supplies, County may waive any nonconformity, receive the delivery, and treat the defect(s) as a warranty item, but any waiver of any condition will not apply to subsequent shipments or deliveries.

### 6. ACCEPTANCE OF MATERIALS AND SERVICES

County will not execute an acceptance or authorize payment for any service, equipment or component prior to delivery and verification that the delivery meets all specification requirements.

#### 7. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT

If Contractor furnishes items that do not to conform to the contract requirements, or to the sample that Contractor submitted, County may reject the items. Contractor must then reclaim and remove the items, without expense to County. Contractor must also immediately replace all rejected items with conforming items. Should Contractor fail, neglect, or refuse immediately to do so, County may purchase in the open market a corresponding quantity of any such items and deduct from any monies due or that may become due to Contractor the difference between the price named in the MA or Purchase Order ("PO") and the actual cost to County.

If Contractor fails to make prompt delivery of any item, County may purchase the item in the open market and invoke the reimbursement condition above apply, except when delivery is delayed by fire, strike, freight embargo, or acts of God or of the government. If County cancels a MA, PO or associated order, either in whole or in part, by reason of the default or breach by Contractor, Contractor will pay for any loss or damage sustained by County in procuring any items which Contractor was obligated to supply. These remedies are not exclusive and are in addition to any other rights and remedies provided by law or under the contract.

#### 8. FRAUD AND COLLUSION

Contractor certifies that no officer or employee of County or of any subdivision thereof has aided or assisted Contractor in securing or attempting to secure a contract to furnish labor, materials or supplies at a higher price than that proposed by any other Contractor. Contractor also certifies that it is not aware of any County employee 1) favoring one Contractor over another by giving or withholding information or by willfully misleading a Proposer in regard to the character of the material or supplies called for or the conditions under which the proposed work is to be done; 2) knowingly accepting materials or supplies of a quality inferior to those called for by any contract; or 4) directly or indirectly having a financial interest in the proposal or resulting contract. Additionally, during the conduct of business with County, Contractor will not knowingly certify, or induce others to certify, to a greater amount of labor performed than has been actually performed, or to the receipt of a greater amount or different kind of material or supplies that has been actually received. If County finds at any time that Contractor has in presenting any proposal(s) colluded with any other party or parties for the purpose of preventing any other proposal being made, then County will terminate any contract so awarded and that person or entity will be liable for all damages that County sustains.

#### 9. COOPERATIVE USE OF RESULTING CONTRACT

As allowed by law, County has entered into cooperative procurement agreements that enable other public agencies to utilize County's contracts. Those public agencies may contact Contractor with requests to provide services and products pursuant to the pricing, terms and conditions in the MA, or PO. A public agency and Contractor may make minor adjustments by written agreement to the contract to accommodate additional cost or other factors not present in the contract and required to satisfy particular public agency code or functional requirements and within the intended scope of the solicitation and resulting contract. The parties to the cooperative procurement will negotiate and transact any such usage in accordance with procurement rules, regulations and requirements. Contractor will hold harmless County, its officers, employees, and agents from and against all liability, including without limitation payment and performance associated with any cooperative agreement with another public agency. Contractor may view a list of agencies that are authorized to use County contracts at the Procurement Department Internet home page: http://www.pima.gov/procure, under the Vendor Information tab, by selecting the link titled County Cooperative Agreements — Authorized Agencies.

#### 10, INTELLECTUAL PROPERTY INDEMNITY

Contractor will indemnify, defend and hold County, its officers, agents, and employees harmless from liability of any kind, including costs and expenses, for infringement or use of any copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract and any MA, PO, and associated orders. County may require Contractor to furnish a bond or other indemnification to County against any and all loss, damage, costs, expenses, claims and liability for patent or copyright infringement.

# 11. INDEMNIFICATION

Contractor will indemnify, defend, and hold harmless County, its officers, employees, and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs, including attorney's fees arising out of any act, omission, fault or negligence by Contractor, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of the contract and any MA, PO or associated orders. Contractor will indemnify, defend and hold County harmless from any claim of infringement arising from services provided under this contract or from the provision, license, transfer or use for their intended purpose of any products provided under this Contract.

# 12. UNFAIR COMPETITION AND OTHER LAWS

Responses must comply with Arizona trade and commerce laws (Title 44 A.R.S.) and all other applicable County, State, and Federal laws and regulations.

# 13. COMPLIANCE WITH LAWS

Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation. In the event any services that Contractor provides under this contract require a license issued by the Arizona Registrar of Contractors ("ROC"), Contractor certifies that a Contractor licensed by ROC to perform those services in Arizona will provide such services. The laws and regulations of the State of Arizona govern the interpretation and construction of this contract, and the rights, performance and disputes of and between the parties. Any action relating to this Contract must be filed and maintained in a court of the State of Arizona in Pima County.

#### 14. ASSIGNMENT

Contractor may not assign its rights to the contract, in whole or in part, without prior written approval of County may withhold approval at its sole discretion, provided that County will not unreasonably withhold such approval.

# 15. CANCELLATION FOR CONFLICT OF INTEREST

This contract is subject to cancellation pursuant to A.R.S. §§38-506 and 38-511, the pertinent provisions of which are incorporated into this Contract by reference.

# 16. NON-DISCRIMINATION

Contractor agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 which is hereby incorporated into this contract as if set forth in full herein including flow down of all provisions and requirements to any subcontractors. During the performance of this contract, Contractor must not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

### 17. NON-APPRORIATION OF FUNDS

County may cancel this contract if for any reason County's Board of Supervisors does not appropriate funds for the stated purpose of maintaining the contract. In the event of such cancellation, County has no further obligation, other than payment for services or goods that County has already received.

#### 18. PUBLIC RECORDS

<u>Disclosure</u>. Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all documents submitted in response to the solicitation resulting in award of this Contract, including, but not limited to, pricing schedules, product specifications, work plans, and any supporting documents, are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.

Records Marked Confidential, Notice and Protective Order. If Contractor reasonably believes that some of those records contain proprietary, trade-secret or otherwise-confidential information, Contractor must prominently mark those records "CONFIDENTIAL." In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Contractor of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless Contractor has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.

Contractor agrees to waive confidentiality of any price terms.

# 19. CUSTOM TOOLING, DOCUMENTATION AND TRANSITIONAL SUPPORT

Costs to develop all tooling and documentation, such as and not limited to dies, molds, jigs, fixtures, artwork, film, patterns, digital files, work instructions, drawings, etc. necessary to provide the contracted services or products and unique to the services or products supplied to County are included in the agreed upon Unit Price unless the contract specifically states otherwise. Such tools and documentation are the property of County and will be marked, as is practical, as the "Property of Pima County" and County so requests, Contractor will deliver a copy of the tooling and documentation to County within twenty (20) days of acceptance by County of the first article sample, or not later than ten (10) days of termination of the contract associated with their development, without additional cost to County. Contractor also agrees to act in good faith to facilitate the transition of work to a subsequent Contractor if and as reasonably requested by County at no additional cost. Should exceptional circumstances be present that may justify an additional charge, Contractor may submit said justification and proposed cost and negotiate an agreement acceptable to both Contractor and County, but Contractor may not withhold any requested tooling, document or support as described above that would delay the orderly, efficient and prompt transition of work. Should conduct by Contractor result in additional costs to County, Contractor will reimburse County for said actual and incremental costs provided that County has given Contractor reasonable time to respond to County's requests for support.

### 20. AMERICANS WITH DISABILITIES ACT

Contractor will comply with all applicable provisions of the Americans with Disabilities Act (public law 101-336, 42 USC 12101-12213) and all applicable federal regulations under the act, including 28 CFR parts 35 and 36.

#### 21. NON-EXLCLUSIVE AGREEMENT

Contractor understands that this Contract is nonexclusive and is for the sole convenience of County. County may obtain like services from other sources for any reason.

# 22. TERMINATION

County may terminate any contract and any MA, PO, Delivery Order, DOM or issued NORFA, in whole or in part, at any time for any reason or no reason, without penalty or recourse, when in the best interests of County. Upon receipt of written notice, Contractor will immediately cease all work as directed by the notice, notify all subcontractors of the effective date of termination, and take appropriate actions to minimize further costs to County. In the event of termination under this paragraph, all documents, data, and reports prepared by Contractor under the contract become the property of County and Contractor must promptly deliver them to County. Contractor is entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted by County before the effective date of the termination.

# 23. ORDER OF PRECEDENCE - CONFLICTING DOCUMENTS

In the event of inconsistencies between contract documents, the following is the order of precedence, superior to subordinate, that will apply to resolve the inconsistency: MA or PO; DO or DOM; Offer Agreement; these standard terms and conditions; any Contractor terms (Terms of Sale; End User Licenses Agreement; Service Agreement; etc.) attached to an MA, PO, DO or DOM, if applicable; any other solicitation documents.

#### 24. INDEPENDENT CONTRACTOR

Contractor is an independent Contractor. Contractor and Contractor officer's agents or employees are not considered employees of County and are not entitled to receive any employment-related fringe benefits under County's Merit System. Contractor is responsible for paying all federal, state and local taxes associated with the compensation received pursuant to this Contract and will indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such taxes.

#### 25. BOOK AND RECORDS

Contractor will keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of County. In addition, Contractor will retain all records relating to this contract at least five (5) years after its termination or cancellation or, if later, until any related pending proceeding or litigation has been closed.

#### 26. COUNTERPARTS

The parties may execute the MA or PO that County awards pursuant to this solicitation in any number of counterparts, and each counterpart is considered an original, and together such counterparts constitute one and the same instrument. For the purposes of the MA and PO, the signed proposal of Contractor and the signed acceptance of County are each an original and together constitute a binding MA, if all other requirements for execution are present.

#### 27. AUTHORITY TO CONTRACT

Contractor warrants its right and power to enter into the MA or PO. If any court or administrative agency determines that County does not have authority to enter into the MA or PO, County is not liable to Contractor or any third party by reason of such determination or by reason of the MA or PO.

# 28. FULL AND COMPLETE PERFROMANCE

The failure of either party to insist on one or more instances upon the full and complete performance with any of the terms or conditions of the contract and any MA, PO, DO or DOM to be performed on the part of the other, or to take any action permitted as a result thereof, is not a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.

#### 29. SUBCONTRACTORS

Contractor is fully responsible for all acts and omissions of any subcontractor and of persons directly or indirectly employed by any subcontractor, and of persons for whose acts Contractor may be liable to the same extent that Contractor is responsible for the acts and omissions of persons that it directly employs. Nothing in this contract creates any obligation on the part of County to pay or see to the payment of any money due any subcontractor, except as may be required by law.

#### 30. SEVERABILITY

Each provision of this contract stands alone, and any provision of this contract that a court finds to be prohibited by law is ineffective to the extent of such prohibition without invalidating the remainder of this contract.

#### 31. LEGAL ARIZONA WORKERS ACT COMPLIANCE

For the procurement of services in the State of Arizona, Contractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor will further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws.

County has the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor will take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to ensure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor is a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Section is the responsibility of Contractor. In the event that remedial action under this Section results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay will be excusable delay for which Contractor is entitled to an extension of time, but not costs.

#### 32. CONTROL OF DATA PROVIDED BY COUNTY

For those projects and contracts where County has provided data to enable the Contractor to provide contracted services or products, unless County otherwise specifies and agrees in writing, Contractor will treat, control and limit access to said information as confidential and will under no circumstances release any data provided by County during the term of this contract and thereafter, including but not limited to personal identifying information as defined by A.R.S. § 44-1373, and Contractor is further prohibited from selling such data directly or through a third party. Upon termination or completion of the contract, Contractor will either return all such data to County or will destroy such data and confirm destruction in writing in a timely manner not to exceed sixty (60) calendar days.

# 33. ISRAEL BOYCOTT CERTIFICATION

Pursuant to A.R.S. § 35-393.01, if Contractor engages in for-profit activity and has ten (10) or more employees, and if this Contract has a value of \$100,000.00 or more. Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

#### 34. FORCED LABOR OF ETHNIC UYGHURS

Pursuant to A.R.S. § 35-394 if Contractor engages in for-profit activity and has 10 or more employees, Contractor certifies it is not currently using, and agrees for the duration of this Contract to not use (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and (3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Contractor becomes aware during the term of the Contract that the Company is not in compliance with A.R.S. § 35-394, Contractor must notify the County within five business days and provide a written certification to County regarding compliance within one hundred eighty days.

Offer Agreement Revised May 2024

# 35. ENTIRE AGREEMENT

This document constitutes the entire agreement between the parties pertaining to the subject matter it addresses, and this Contract supersedes all prior or contemporarieous agreements and understandings, oral or written.

# **END OF PIMA COUNTY STANDARD TERMS AND CONDITIONS**



# PIMA COUNTY PROCUREMENT DEPARTMENT

150 W CONGRESS ST., 5<sup>th</sup> FLOOR, TUCSON, AZ 85701-1207 PHONE: (520) 724-8161 FAX: (520) 222-1484

> Terri Spencer Procurement Director

June 21, 2024

# **AMENDMENT NO. 01**

SOLICITATION NO. RFP-24000257

TITLE: Landscape and Vegetation Management Services

Be advised of the following changes, clarifications and/or additions to the above-referenced Solicitation as stated in the following Amendment.

# **SOLICITATION DUE DATE:**

Please note that the Solicitation due date remains unchanged.

# **CHANGES AND/OR ADDITIONS:**

Documents & Items: Removed Item 10; Driver & Dump Truck 12 Cubic Yards mowing/vegetation debris collection and replaced with Item 59; Driver & Dump Truck 12 Cubic Yards mowing/vegetation debris collection to correct unit of measurement from Ton to Hour.

# **QUESTION AND ANSWER:**

Question: Is herbicide to be charged at a separate rate?

Answer: Herbicide will be included in the hourly rate for Item No 4 Certified Applicator with vehicle, per Exhibit A Scope of Services, 15.3.5. Spraying must be performed in accordance with Federal and State of Arizona rules and regulations. The Contractor will furnish all labor, materials including but not limited to herbicides, pre-emergent and equipment including but not limited to for routine weed control and spraying.

All other requirements and terms of the Solicitation remain unchanged. Failure to include acknowledgment of all amendments may be cause for rejection.

This Amendment is a total of 1 page.

If any questions, please contact me via e-mail at Ladd.Lyons@pima.gov.

Ladd Lyons, Procurement Officer

Lordel From



# PIMA COUNTY PROCUREMENT DEPARTMENT

150 W CONGRESS ST., 5<sup>th</sup> FLOOR, TUCSON, AZ 85701-1207 PHONE: (520) 724-8161 FAX: (520) 222-1484

Terri Spencer
Procurement Director

June 24, 2024

# **AMENDMENT NO. 02**

SOLICITATION NO. RFP-24000257 TITLE: Landscape and Vegetation Management Services

Be advised of the following changes, clarifications and/or additions to the above-referenced Solicitation as stated in the following Amendment.

#### **SOLICITATION DUE DATE:**

Please note that the Solicitation due date remains unchanged.

# **CHANGES AND/OR ADDITIONS:**

Added Exhibit F Example RFCD Locations

# **QUESTION AND ANSWER:**

#### Question:

Now that herbicide is included in the price, which chemicals will be used for the unit rate, considering variations in the product due to application and market fluctuations?

# Answer:

To clarify, the County will pay the cost of all herbicides, per-emergent for routine weed control and spraying as billed by the contractor. The <u>application</u> of the herbicide would be at the billed hourly rate. As part of the RFP the county is NOT requesting a separately quoted line item for herbicide and pre-emergent as part of the evaluation

# Question:

To accurately determine per acre pricing, we need to evaluate the sites associated with the RFCD areas that require service. Could you please provide a list of these sites so we can price our services accordingly.

#### Answer:

The County has added Exhibit F Example RFCD Locations. This is not an exhaustive list of possible sites as the County is requesting a mowing per acre rate for services for RFCD sites and not a per site rate.

#### Question:

Will the per acre and per mile pricing exclude areas that require storm cleanup?

# Answer:

RFCD will be per acre for mowing only – this would not include storm cleanup. Mowing is considered routine maintenance on the RFCD side.

#### Question:

For which areas will an Aquatics License be required for maintenance or RFCD site assignments?

#### Answer:

The only site required for the Aquatics License is the KERP (Ajo Detention Basin), the county would issue a separate DO for this type of work.

#### Question:

The RFP states that a certified Arborist must supervise all tree trimming (section 9.8). Is this requirement applicable to the Routine Maintenance areas for PCDOT? In section 5, the Arborist is not listed as a required crew member, yet tree trimming is included in our standard maintenance practices. Could you please clarify this requirement?

#### Answer:

Per scope of services 9.8.1 – "The contractor will provide an International Society of Arboriculture (I.SA) certified arborist as needed or requested by the County to ensure the methods or procedures used by the Contractor for maintaining vegetation or palm trees are in conformance with industry standards for maintaining all vegetation, palm trees etc."

The County would upon request require the Arborist to supervise, but not during all routine maintenance.

All other requirements and terms of the Solicitation remain unchanged. Failure to include acknowledgment of all amendments may be cause for rejection.

This Amendment is a total of 2 pages.

If any questions, please contact me via e-mail at Ladd.Lyons@pima.gov.

Ladd Lyons, Procurement Officer

Lordel Grons

### **Exhibit A: Scope of Services**

- Contractor will provide the County with all labor, materials, and equipment necessary to provide routinely scheduled and as-needed Landscape and Vegetation Management Services within Pima County, including Ajo, A7
- All work will be done per specifications described herein, the most current edition of the Manual on Uniform
  Traffic Control Devices, and the Pima County Living Wage Ordinance which are hereby incorporated by
  reference, all made a part thereof. In the event any provision of the Contract is inconsistent with those of any
  other document, the Contract provisions will prevail.
- 3. Locations and worksites will be primarily those under the administration of the Pima County Transportation department (PCDOT) and Regional Flood Control District (RFCD). However, other County departments may use these services on an as-needed basis.
- 4. The landscape/vegetation management services required by the County consist of but are not limited to the following:
  - 4.1. General Maintenance:
    - 4.1.1. Pruning, weed eating, mowing, tree trimming, brush removal, litter/debris pickup, wood chipping, spraying of herbicide/post-emergent/pre-emergent, irrigation systems inspection and repair.
  - 4.2. Reporting
    - 4.2.1. Daily Crew Day cards will be submitted to the County Inspector documenting work completed.
    - 4.2.2. High priority or fire prone invasive Species found within the right of way or drainage features will be documented in the Survey 1,2,3 Application. Any treatment activities of high priority or fire prone invasive Species by either chemical treatment or hand eradication shall be documented in the Survey 1,2,3 Application. A list of high priority and/or fire prone invasive species will be provided to the contractor by the County. The application and training will be provided by the County.
- PCDOT and RFCD require the performance of routine and as needed work consisting of the following staffing and equipment;
  - 5.1. Vegetation/Landscape Maintenance Crew (HOURLY BID ITEM UNITS ONLY)
    - 5.1.1. PCDOT will require up to four (4) six (6) member crews to include one (1) crew leader and five (5) laborers on an annual basis for up to 40 hours per week on a Monday through Thursday schedule. PCDOT will also require two (2) certified spray techs and one (1) certified irrigation technician to be used on a as needed basis. If additional or a reduced staff is needed to perform certain activities, prior approval must be obtained by the County before performing any work activities.
    - 5.1.2. RFCD will require up to ten (10) crew members on an annual basis for 40 hours per week on a Monday through Thursday schedule. Depending on current needs the crews will be set up in one of the two following options. Option A: one (1) six (6) person crew consisting of one (1) crew leader and five (5) laborers. Option B: two (2) five (5) person crews, each five (5) person crew will consist of one (1) crew leader and four (4) laborers. Their primary location of work will be in basins, drainages, and levees under RFCD maintenance responsibility within Pima County.

#### **5.2. VEGETATION CREW TOOLS**

5.2.1. Each crew will need an assortment of tools consisting of a woodchipper, chainsaws, pole saw, weed eater, leaf blower, loppers, pitch forks, rakes, and heavy-duty trash bags to perform their assigned duties. All tools will be provided by the Contractor.

#### 5.3. MOWING CREW

- 5.3.1. PCDOT and RFCD will utilize a two (2) person crew from the contractor crews consisting of a mower operator and one laborer) seasonally during the year. When in use, this crew will work 40 hours per week on a Monday through Thursday schedule with an option to work overtime on Fridays if extensive mowing is needed. The projected schedule for mowing will be September through December (post summer monsoon) and April through May (post winter rains).
- 5.3.2. The mow crew will need a Flail type mower, weed eater, loppers, and heavy-duty trash bags. All mowing equipment/tools will be provided by the Contractor.
- 5.4. SPRAY TECH/HERBICIDE APPLICATOR WITH VEHICLE
  - 5.4.1. DOT will require two (2) certified spray technicians to operate 40 hours a week on a Monday through Thursday schedule.

- 5.4.2. RFCD will require an herbicide applicator on a seasonal basis for 40 hours per week on a Monday through Thursday schedule. The seasonal schedule for herbicide application will be August through December and March through June. The primary location of work will be in basins, drainages, and levees under RFCD maintenance responsibility within Pima County.
- 5.4.3. The Contractor will provide a yard for parking, maintenance, and storage of all contractor vehicles, equipment, tools, and supplies.

#### 5.5. STAFF

#### 5.5.1. Contractor Staff:

- 5.5.1.1. <u>Effective Communications</u>: Contractor will utilize only individuals in key personnel positions (superintendent, crew leader) that speak and are conversant in English, as communication is an essential part of the contract.
- 5.5.1.2. <u>Superintendent</u>: Contractor will designate at least one individual to act in a management/supervisory capacity, herein referred to as the Superintendent. The Superintendent will be responsible for and have the authority to act in overseeing and supervising- contractor employees and workers, be available at the request of the County to inspect and discuss work, to resolve performance issues, and to provide technical advice, consultation, or input as requested by the County. The Superintendent will be available at all times via telephone and will be able to respond within 24 hours to requests for meetings or consultations.
- 5.5.1.3. <u>Apparel</u>: While working at County buildings and sites, or otherwise engaged in performing work for the County, Contractor employees and personnel will wear uniforms/apparel clearly showing the Contractor's company name. Employees of the Contractor will be fully trained and qualified to perform work. Contractor employees will conduct themselves in a professional manner and maintain constructive communication with county representatives, and the public at all times.

#### 5.5.2. Supervision by the Contractor:

5.5.2.1. The Contractor will supervise and direct all work and equipment either scheduled, extra, or emergency. The Contractor will be solely responsible for the means, methods, techniques, sequences, and procedures for the work. The Contractor will employ and maintain at the work site as needed or as required by the County, qualified supervisor or superintendent who will have been designated in writing by the Contractor as the Contractor's representative at the site. The supervisor will have full authority to act on behalf of the Contractor and all communications given to the Contractor. The supervisor will be present on the site at all times as required to perform adequate supervision and coordination of the work. All supervisors will be conversant in English.

#### 5.5.3. County Staff and Contract Administration:

- 5.5.3.1. The PCDOT and RFCD will designate one or more representatives to assist with and oversee Contractor work. The designated county representative(s), herein referred to as County Inspector, will be responsible for, but is not limited to, the following tasks:
  - 5.5.3.1.1. Issue any Notice to Proceed, coordinate and schedule work with the Contractor and meet the Contractor at work sites and buildings as necessary to facilitate and monitor the Contractor's work.
  - 5.5.3.1.2. Monitor Contractor performance, review, accept, or decline to accept the work performed by the Contractor, and to ensure overall contract compliance.
  - 5.5.3.1.3. Provide or coordinate the Contractor's access to work sites to facilitate the work and resolve any unanticipated access issues.
  - 5.5.3.1.4. Assign as necessary access keys for access to the worksite irrigation systems, clocks, cages, control boxes, etc.
  - 5.5.3.1.5. Consult with the Contractor in advance and during the course of work to ensure the work progresses and is completed to the full satisfaction of the County.
  - 5.5.3.1.6. Conduct unannounced periodic inspections of the Contractor's work at any time.
  - 5.5.3.1.7. Direct the Contractor to correct any deficient processes, products, applications, or other Contractor actions, and request warranty work.

- Inspection: The County Inspector may direct attention of the Contractor to unsatisfactory work, but such
  inspection will not relieve the Contractor from any obligation to provide routine scheduled landscape or
  vegetation management services.
  - 6.1. In case of any dispute arising between the County Inspector and the Contractor as to the manner of performing work, the County Inspector will have the authority to suspend the work until the question and issue can be referred to and decided by the PCDOT or RFCD Division Manager.
  - 6.2. County Inspectors are not authorized to revoke, alter, enlarge, relax, or release any requirements of these specifications and are not to issue instruction contrary to the plans and specification.
  - 6.3. County Inspectors will in no case act as foreman or perform other duties for the Contractor or interfere with the management of the work by the Contractor.
  - 6.4. Inspection or supervision by the County will not be considered as direct control of the individual workman and his work. The direct control will be solely the responsibility of the Contractor's foreman and superintendent.

#### 7. WORK SCHEDULE

- 7.1. The work under this contract will be performed Monday Thursday, between the hours of 6:00am and 4:30pm. All work will be scheduled such that A.M. and P.M. peak traffic flow is not adversely affected or interrupted. A.M. and P.M. peak traffic hours are defined as: 7:00am 9:00am and 4:00pm 6:00pm. The County may, as needed, modify working hours during certain times of the year if and as needed to accomplish certain work activities. Any deviations from the working hours must have the County's prior approval. Summer or winter work hours may be abbreviated or changed per County request to coincide with available daylight working hours.
- 7.2. All work scheduled and performed will be accomplished so that there will only be a minimum traffic interruption. Road closures will not be permitted, and it is not foreseen that road closures are anticipated within the scope of this contract. Lane closures for major vegetation maintenance on arterial roads will require the Contractor to submit traffic control plans to the County for review and approval a minimum of one (1) calendar week prior to any work commencing.
- 7.3. Any and all deviations from these working days/hours will require prior written notification to the County and will be subject to the review and prior written approval by the County.
- 7.4. The Contractor will ensure that all of his/her employees assigned to perform services under this contract will be used exclusively for that purpose during the hours, which they are assigned to perform work under this contract. Work on private property will not be permitted while the Contractor is engaged in performing work under this contract during the hours the Contractor is performing work for Pima County.
- 7.5. There are no provisions for portal-to-portal payment within the Pima County areas of Green Valley, Oro Valley, Sahuarita, Marana, Vail and Three Points. Portal-to-Portal payment is authorized for work performed at a worksite located in Ajo, AZ. Travel to and from the work site by all Contractor employees, including superintendents, crew leaders, Arborists, tree workers, spray technicians, irrigation technicians, laborers etc. working on this contract for Pima County is considered incidental and it is not a pay item.

#### 8. LEVEL OF SERVICE

- 8.1. All worksite areas (medians, shoulders, basins, drainageways) will be serviced per the Special Conditions section of this contract and maintained to meet the following:
  - 8.1.1. Weed and/or vegetation free by use of approved chemical, manual or mechanical means; weeds are defined as any unintended or objectionable growth which may include but not necessarily be limited to Desert Broom.
  - 8.1.2. Irrigation systems inspected and monitored to ensure working properly as needed.
  - 8.1.3. Dead growth removed and properly disposed.
  - 8.1.4. Litter/debris removed and properly dispose.
  - 8.1.5. Adequate sight distance visibility at all intersections as defined or as directed by Pima County.
  - 8.1.6. Shoulders and curbs will be unobstructed and free of weeds, trash or debris.
  - 8.1.7. Areas covered by decomposed granite will be kept weed free and will be maintained with a minimum cover of decomposed granite such that no bear earth is present.
  - 8.1.8. Sidewalks cleaned of weeds/overgrowth and swept free of debris.

- 8.2. Tree trimming will be done at the direction and supervision of a certified International Society of Arboriculture (I.S.A.) Arborist or tree worker and will be consistent and in conformance with all current applicable guidelines of I.S.A.
- 8.3. Medians and/or shoulders containing natural vegetation (non-planted vegetation) will be maintained in their natural state/condition and trees will only be trimmed as necessary or as directed by the County to provide adequate intersection sight distance and to ensure an unobstructed path for vehicle, bicycles and pedestrians as necessary or as directed by the County.
- 8.4. Drainage ways, basins, and levees containing natural vegetation (non-planted vegetation) will be maintained in their natural state/condition and trees will only be trimmed as necessary or as directed by the County to provide conveyance of rain run off during storm events.
- 8.5. Only the removal or trimming of brush, tree branches etc. that may overhang or protrude into the traveled roadway will be permitted and will only be to the extent and when directed by the County.
- 8.6. Traffic Control will be provided by the Contractor. There are no payment provisions in this contract for traffic control. Traffic Control for routine activities is considered incidental to the work. The Contractor will provide any and all traffic control devices needed, and all devices will be in conformance with Part VI of the most current Edition of the Manual on Traffic Control Devices. All devices will be clean and legible.
- 9. TECHNICAL SPECIFICATIONS FOR PAY ITEMS:
  - 9.1. Superintendent with pickup truck and Cell Phone (Pay Item #1)
    - 9.1.1. The Contractor will provide a Superintendent with a pickup truck and cell phone to manage and supervise the work of this contract. The Superintendent will serve as the main point of contact with the County. The Superintendent will be responsible for coordinating with the assigned County Inspector work schedules, Irrigation Inspection Schedules, Annual Spraying Plan, submitting logs, MSDA sheets, cost estimates for pest control of insects, mosquitos, scheduling a certified Arborist, etc.
    - 9.1.2. Cell phones will not charge airtime to the incoming caller. Cost of Pickup truck and cell phone will be included in the unit price. Payment will be measured in hours worked by the Superintendent. Superintendent must be conversant in English.
    - 9.1.3. The County must approve any change in personnel assigned to perform the duties of a Superintendent. The Superintendent will also be responsible for overseeing all activities of crew leaders, vegetation labor, arborist etc. The Contractor may assign a back-up Superintendent to perform during the absence of one.
    - 9.1.4. PCDOT and RFCD will provide the Superintendent with daily or weekly work schedules or as-needed maintenance requests for performing all vegetation management work listed in this contract.
    - 9.1.5. Each County department using this contract will have an assigned Inspector, responsible for approving schedules, designating work sites, performing inspections, issuing Notices to Proceeds, communicating performance evaluations, reviewing and approving invoices etc.
  - 9.2. Crew Leader 4 x 4 Pickup Truck, truck mounted winch and Cell Phone (Pay Item 2)
    - 9.2.1. Crew Leaders with Pickup Truck and Cell Phone will be provided as required by the County Inspector. Crew Leader is typically responsible for up to five (5) laborers and ensuring each is properly equipped with the necessary working tools.
    - 9.2.2. Cell phones will not charge airtime to the incoming caller. Cost of Pickup truck and cell phone will be included in cost of the unit price. All Crew Leaders will be conversant in English.
  - 9.3. Vegetation Management Laborer with Tools/Equipment (Pay Item 3)
    - 9.3.1. Laborers will perform general vegetation and landscape management tasks:
      - 9.3.1.1. Pick Up Trash and Debris which includes but is not limited to, removal of trash such as paper, plastic, cans, bottles and dried or dead plants or parts of plants (leaves, fronds, branches, etc.) accumulated in assigned areas as a result of littering, wind or rainstorms.
      - 9.3.1.2. Use Appropriate Equipment/Tools to blow or rake debris, leaves, grass clippings, or any other
      - 9.3.1.3. General weed removal by hand or use of a weed-eater.
      - 9.3.1.4. Remove debris from site.
      - 9.3.1.5. Trim and prune trees, shrubs and bushes at the direction of the County Inspector. General use of woodchippers and pole saws.

- 9.3.2. Laborers will perform work in a Crew. A Crew will typically be defined as consisting of a "Crew Leader" and five (5) Laborers. Any increases or decreases in Crew size must be approved by the County prior to performing any work.
- 9.3.3. Labor crews will have with them hand tools such as loppers, pitchforks, rakes, heavy duty trash bags and any other tools needed to perform the assigned or scheduled work. Crews will have an adequate number and proper size of chainsaws, pole saws, weed eaters and any other equipment necessary to accomplish assigned tasks in an efficient manner. The Contractor will keep all tools clean, operative, sharp and in good working conditions at all times. The Contractor will sterilize tools periodically. If disease or infection is suspected or known by the County or the Contractor of a certain plant the Contractor will sterilize all tools needed to perform the trimming or culling between each cut. All hand shears and loppers will be of the type that has two (2) cutting edges. Anvil type pruners are not acceptable.
- 9.3.4. The Contractor will provide the Crew any and all traffic control devices as required by the County and as required in Part VI of the most current edition of the Manual on Uniform Traffic Control Devices for all vegetation activities in medians and/or shoulders in or adjacent to public roads and streets. All traffic control devices must be kept in clean, legible condition.
- 9.3.5. Blowing or raking of debris, leaves, grass clippings, or any other matter into the street or right-of-way is not permitted. Accumulated debris will be removed from the site and properly disposed on a daily basis. Any accumulated debris that the County considers to be potentially hazardous to motorists, bicyclists or pedestrians will be removed immediately.
- 9.3.6. Overtime rate for laborers will be 1.5 times the unit price. All overtime will be approved by the County Inspector prior to any work being completed. Travel to and from the worksite is considered incidental and is not a pay item.
- 9.4. Certified Applicator with Vehicle (Pay Item 4)
  - 9.4.1. The Contractor will provide an Arizona Certified Applicator to perform any and all duties associated with the spraying of herbicides, pre-emergent, post emergent as noted within the Special Conditions section. At the time the Contractor is issued a "Notice to Proceed" the Contractor will provide the County with the name(s) of the Applicator(s) and copies of the Applicator's certification(s). Travel to and from the work site is considered incidental and is not a pay item.
  - 9.4.2. State of Arizona License: The Contractor performing pest control services will be licensed by the Arizona Department of Agriculture, Pest Management Division to perform pest control services. All personnel applying pesticides and herbicides under this contract will be in compliance with all rules and regulations of the Occupational Safety and Health Administration and the Environmental Protection Agency and will be in possession of all required certifications applicable to the work being performed.
  - 9.4.3. State of Arizona Pest Control Records: Accurate reporting and records of daily activities will be maintained, and records maintained and stored in compliance with the State of Arizona Public Infinity Retention Schedule, per Arizona State Library, Archives and Public Records ARS 41-151, item 10343, Pest Control Records- all other pests (A.AC. R4-29- 307), three (3) years from date of pest control application.
- 9.5. Mowing Equipment Operator with mower, equipment and supplies (Pay Item 5)
  - 9.5.1. The Contractor will provide an operator and laborer to mow on an as-needed basis and/or routine scheduled basis during times outlined in this contract. Road shoulders and drainage way areas assigned for mowing will be mowed to a height of not less than two inches nor more than four \_inches. The Contractor will provide operators with mowers in sufficient number, size and working condition capable of performing the required work in an efficient manner. PCDOT and RFCD will require a Flail type mower. All equipment utilized will be maintained in good mechanical working condition to prevent and minimize breakdown.
  - 9.5.2. Operator will be paid per acre mowed. This item of work will be measured and paid for in acres or portions of acres. An acre is defined as 43,560 square feet. The travel cost of the mow equipment operator will be included in the acre rate. Travel and transportation to and from the work site is considered incidental and is not a pay item, unless mowing services are required in Ajo, Az a portal-to-portal fee will be paid.

- 9.5.3. Any debris, dirt, rocks, gravel or trimmings ejected onto or into the traveled roadway or sidewalk areas due to mowing will be removed at the end of each workday. Any debris, dirt, rocks, gravel or trimmings considered potentially hazardous to motorists, pedestrians or bicyclists will be removed immediately.
- 9.5.4. Mowers working on or immediately adjacent to the pavement must be properly equipped with overhead strobe or rotating warning lights, slow moving vehicles placards.
- 9.5.5. The Contractor will provide temporary traffic control devices as deemed necessary and as required in Part VI of the most current Edition of the Manual on Traffic Control Devices to perform the required work in a safe and efficient manner and as necessary to inform and to provide adequate advance warning to motorists, bicyclists or pedestrians. All traffic control devices will be legible and in working order.
- 9.5.6. PCDOT will provide mowing schedules to the contractor at minimum of 2 weeks in advance of scheduled season. The schedules will list dates for anticipated starts and completion and the Contractor will take any and all steps necessary to ensure that the schedules are adhered to, and that work continues uninterrupted until the scheduled work is completed, including adding personnel and equipment at no additional cost to the County.
- 9.5.7. RFCD will direct the Superintendent to areas that require mowing based on RFCDs inspections of infrastructure and vegetation maintenance needs. Currently, weekly mow maps are given to the "Superintendent or Crew Leader" for continuous service requirements. The contractor will take any and all steps necessary to ensure that the schedules are adhered to, and that work continues uninterrupted until the scheduled work is completed, including adding personnel and equipment at no additional cost to the County.
- 9.6. Irrigation Maintenance Technician with Vehicle (Pay Item 6)
  - 9.6.1. The Contractor will provide irrigation maintenance technician on an as-needed basis. The technician will be paid on an hourly basis. The travel cost of technicians will be included in the hourly rate. Travel and transportation to and from the work site is considered incidental and is not a pay item.
- 9.7. Palm Tree Maintenance (Pay Item 7)
  - 9.7.1. Work under this item will include providing all tools, equipment, and labor necessary for maintaining all palm trees regardless of size, height, or location.
  - 9.7.2. Palm trees will be pruned to the height of the new frond growth regardless of height or size. All palm tree fronds stubs will be removed (trunk skinning) to the height that will not cause tree damage. If and as necessary, a certified Arborist will be used to determine the extent of trimming or skinning. The County will schedule this work.
  - 9.7.3. Palm trees added to the contract in need of pruning or skinning will be performed, within four (4) weeks after receiving notice from the County. Palm trees will be maintained by removing old leaves and skinning as necessary. Hauling of debris to the dumpsite will be included in this activity.
  - 9.7.4. Palm tree pruning and trimming will be done once a year as recommended by the Contractors certified Arborist's with the prior approval of the County.
- 9.8. Certified Arborist (Pay Item 8)
  - 9.8.1. The Contractor will provide an International Society of Arboriculture (I.SA) certified arborist as needed or requested by the County to ensure the methods or procedures used by the Contractor for maintaining vegetation or palm trees are in conformance with industry standards for maintaining all vegetation, palm trees etc.
  - 9.8.2. An Arborist engaged in these activities will have full qualifications and experience to perform said services in a professional, safe, and competent manner. The County Inspector will inspect and approve activities associated with services required by an Arborist. All the time the contractor is issued a "Notice to Proceed" the Contractor will provide the County the names of the Arborist and copies of the arborist I.S.A. certification. A certified Arborist will be used to direct and supervise any and all tree trimming. A vehicle for the arborist and travel to and from the work site is considered incidental and is not a pay item.
- 9.9. Trailer Mounted Chipper (Pay Item 9)
  - 9.9.1. The contractor must have available at least four (4) Trailer Mounted Chippers capable of processing at a minimum, 4" diameter tree limbs.

- 9.9.2. Superintendent along with the County Inspector will be responsible for determining if and what type of Trailer Mounted Chipper is needed for a particular worksite.
- 9.10. Driver and Cubic Yard Capacity Dump Truck for containing vegetation/mowing debris (Pay Item 10)
  - 9.10.1. The contractor will provide a 12 cubic yard capacity Dump truck with driver as needed.
  - 9.10.2. The dump truck driver will work as Laborer when dump truck is not in use. Cost of driver and laborer will be included in unit bid of this pay item.
- 9.11. Storm and Accident Damage (Pay Item 11)
  - 9.11.1. Work under this pay item will include providing all labor, materials, equipment, supplies, travel, etc. necessary to remove damaged vegetation, trees, shrubs, and/or trash/debris caused by storm or accident damage and as coordinated and approved by the Department of Transportation or Regional Flood Control District. This work will be requested on an as-needed basis and will be scheduled during normal working hours. If work lasts past normally scheduled working hours, overtime at 1.5 hours the hourly rate will be paid. The County Inspector will approve all overtime in advance of the work being performed.
  - 9.11.2. Travel to and from the worksite is considered incidental to this bid item.
- 9.12. Portal to Portal, Ajo, AZ Round Trip (Pay Item 12)
  - 9.12.1. Mobilization fees to work site and dump sites are considered incidental to the bid unit prices, except to Ajo, AZ. A portal-to-portal fee will be paid by the County to the Contractor for travel to and from Ajo, AZ
- 9.13. Shoulder Maintenance on Arterial Roadways (Pay Item 13)
  - 9.13.1. Work under this item will include providing all equipment, manpower, and materials to produce weed free shoulders; removal of any vegetation that is obstructing signage, guardrails, or sight distance; litter/debris pick up and removal; hauling waste to dump site; and traffic control costs. Shoulder maintenance is from the edge of pavement to an average of 12' from the edge of pavement. Travel to and from the work site should be included and is incidental to this bid item. Costs under this bid item include a 1-mile minimum and are for one side of the roadway only.
- 9.14. Median Maintenance on Arterial Roadways (Pay Item 14)
  - 9.14.1. Work under this item will include providing all equipment, manpower, and materials to produce weed free medians; removal of any vegetation that is obstructing signage, guardrails, or sight distance; litter/debris pick up and removal; hauling waste to dump site; and traffic control costs. Median Maintenance is from the edge of pavement to edge of pavement or curb to curb. Travel to and from the work site should be included and is incidental to this bid item. Costs under this bid item include a 1 mile minimum.
- 9.15. Litter/Debris Pick-Up Cost Per Mile (Pay Item 15)
  - 9.15.1. Work under this item will include providing all equipment, manpower, and materials to perform "Litter/Debris Pick-Up" per Mile. This bid item will include but is not limited to, removal of trash such as paper, plastic, cans, bottles and dried or dead plants or parts of plants (leaves, fronds, branches, etc.) accumulated in assigned areas as a result of littering, wind or rainstorms. Litter/Debris Pick Up is measured from right of way line to right of way line or as directed by the County Inspector. Travel to and from the work site should be included and is incidental to this bid item. Costs under this bid item include a 1 mile minimum.
- 9.16. Litter/Debris Pick-Up Cost Per Acre (Pay Item 16)
  - 9.16.1. Work under this item will include providing all equipment, manpower, and materials to perform "Litter/Debris Pick-Up" per Acre. This bid item will include but is not limited to, removal of trash such as paper, plastic, cans, bottles and dried or dead plants or parts of plants (leaves, fronds, branches, etc.) accumulated in assigned areas as a result of littering, wind or rainstorms. Litter/Debris Pick Up is measured from edge of drainage feature to edge of drainage feature or as directed by the County Inspector. Travel to and from the work site should be included and is incidental to this bid item. Costs under this bid item include a 1 acre minimum.
- 9.17. Routine Maintenance (Pay Item 17 through 59)
  - 9.17.1. Work under this item will include providing all equipment, tools, manpower, and materials to produce weed free shoulders/medians; removal of any vegetation that is obstructing signage, guardrails, or sight distance; litter/debris pick up and removal; hauling waste to dump site; and

traffic control costs. Shoulder maintenance is measured from the edge of pavement to an average of 12' from the edge of pavement or to the nearest sign edge. Medina maintenance is measured from curb to curb or edge of pavement to edge of pavement. Travel to and from the work site should be included and is incidental to this bid item. See Exhibit B for a list of Routine Maintenance areas.

#### 9.18. Miscellaneous Equipment/Maintenance (Pay Item 60)

9.18.1. Contractor will provide various types of equipment/additional maintenance activities as requested on an as needed basis. Equipment may include, but not be limited to bush chipper, stump grinder. Equipment/additional maintenance activities will be quoted and priced mutually by both parties prior to work starting.

#### 10. REPORTING

10.1. The Contractor will be responsible for providing the County with daily crew day cards to include the location of the work, the Service Request or Work Order Number, and the arrival and departure times from each job site. Crew day cards will also include daily dump ticket costs. Crew day cards will be in a format approved by the County Inspector.

#### 11. MEASUREMENT AND PAYMENT

- 11.1. The County does not guarantee a minimum amount of work per day, per week, or work per month.
- 11.2. The County reserves the right to modify the frequency of the "Routine Maintenance" areas by increasing or reducing the frequency based on funding availability.
- 11.3. Conditional lien releases from any Subcontractors and material suppliers will be provided with the monthly invoices, together with unconditional lien releases for the first previous month's billing. Payment will be made only after completion and acceptance of the work performed and receipt of supporting invoices.
- 11.4. Upon acceptance, the County Inspector will forward all necessary. Invoice papers to the Finance Department for payment.
- 11.5. Routine Maintenance Bid Item Units will include furnishing all materials, labor, tools, vehicles, equipment, dump trucks, traffic control, transport, temporary storage, and appurtenances necessary to complete the work in a satisfactory manner as specified by the County Inspector. No hourly bid items units will be paid under the Routine Maintenance costs. Costs should include all mobilization fees to the work site and dump sites and are considered incidental to this bid item.
- 11.6. Dump tickets/landfill receipts will be submitted with the monthly invoices. The actual dump ticket cost will be paid by the County. Only debris from DOT or RFCD work sites will be included on the dump ticket. Failure to comply with this will result in contract termination.
- 11.7. Cost Per Mile/Acres Bid Items Units will include furnishing all materials, labor, tools, vehicles, equipment, dump trucks, traffic control, transport, temporary storage, and appurtenances necessary to complete the work in a satisfactory manner as specified by the County Inspector. No hourly bid items units will be paid under the per mile/acre costs. Costs should include all mobilization fees to the work site and dump sites and are considered incidental to this bid item.
- 11.8. Dump tickets/landfill receipts will be submitted with the monthly invoices. The actual dump ticket cost will be paid by the County. Only debris from DOT or RFCD work sites will be included on the dump ticket. Failure to comply with this will result in contract termination.
- 11.9. Hourly Bid Items Units will be used for as needed work as directed by the County Inspector. No work will be completed without prior approval from the County. Costs will include all mobilization fees to the work site and dump sites and is considered incidental to this bid item.
- 11.10. Dump tickets/landfill receipts will be submitted with the monthly invoices. The actual dump ticket cost will be paid by the County. Only debris from DOT or RFCD work sites will be included on the dump ticket. Failure to comply with this will result in contract termination.
- 11.11. Traffic Control will be provided by the Contractor. There are no payment provisions in this contract for traffic control. Traffic Control for routine activities is considered incidental to the work. The Contractor will provide any and all traffic control devices needed, and all devices will be in conformance with Part VI of the most current Edition of the Manual on Traffic Control Devices. All devices will be clean and legible.

- 11.12. Mobilization fees to the work site and dump sites are considered incidental to the bid unit prices, except to Ajo, AZ. A portal-to-portal fee will be paid by the County to the Contractor for travel to Ajo, AZ. See Bid Items Unit 12.
- 11.13. Quantities for this work will be paid under the appropriate schedule at the applicable contract price per unit of measurement stipulated on the Bid Item List, with no allowance for waste.
- 12. Billing: The Contractor will bill PCDOT and RFCD monthly upon completion and acceptance of the work by the County Inspector. Invoices and copies of monthly dump tickets will be submitted to the Pima County Inspector for review and approval. Invoices will include work order numbers provided by the County Inspector.
- 13. Final Acceptance
  - 13.1. "Final Acceptance" will mean a written final acceptance of the work by the County Inspector. The County Inspector will make the final acceptance promptly after work has been completed in accordance with the terms and specifications defined herein and after inspection is made.
- 14. Dust Control and Permits: The-Contractor will take whatever steps, procedures, or means to prevent abnormal dust conditions due to his their operations in connection with this Contract and, in accordance with the requirements of all applicable air pollution control regulations. This is not a pay item.
- 15. SPECIAL CONDITIONS
  - 15.1. Irrigation and Watering
    - 15.1.1. The Contractor is responsible for inspecting and to ensure that all plant materials owned by the County, within assigned areas, receive the proper amount of water to maintain health and vigor. This applies regardless of the method of payment applicable for the care of specific plant material. If special watering is needed for any area, it is the responsibility of the Contractor to bring it to the County's attention in writing.
    - 15.1.2. Whether using flood irrigation or sprinkling, the Contractor will not water to a point of runoff. If runoff is occurring, adjustment of the watering schedule or use of a wetting agent may be necessary and will be the responsibility of the Contractor to make any and all necessary adjustments.
    - 15.1.3. The County also requires that the Contractor inspects all irrigation systems. Irrigation Inspection Schedule is:
      - 15.1.3.1. Once every four (4) weeks during the period of October 1st through March 31st.
      - 15.1.3.2. Once every two (2) weeks during the period of April 1st through September 30th.
    - 15.1.4. The above schedule AS NEEDED will remain in effect until and if modified by the County. The Contractor will develop a schedule of inspections and provide a copy of the log of inspections to the County. In the event of any malfunctions, damage, or inoperable systems the Contractor will notify the County within 48 hours.
    - 15.1.5. For efficient use of water, the guidelines below should be followed, unless the Contractor can justify to the County's satisfaction, deviation from the guidelines:
      - 15.1.5.1. Determine that the area is preconditioned.
      - 15.1.5.2. After preconditioning, the frequency of sprinkling areas under normal weather conditions should be:
        - 1st Quarter (Jan March) Once Every Week
        - 2nd Quarter (April June) Every Third Day
        - 3rd Quarter (July-Sept.) Every Other Day
        - 4th Quarter (Oct Dec.) Once Every Week
      - 15.1.5.3. Adjustment must be made to maintain growth at the desired rate.
      - 15.1.5.4. Water all turf areas to a soil depth of six inches.
      - 15.1.5.5. Sprinkling between 3:00am, and 7:00am is preferred but other nighttime hours may be approved if necessary.
    - 15.1.6. The County will provide the Contractor with required water for irrigation of the landscape areas and other items hereinafter specified and as required by Pima County Department of Environmental Quality Control.
  - 15.2. Trimming-Pruning Guidelines
    - 15.2.1. Limits of Trimming and Pruning will be directed by the County Inspector.

- 15.2.2. All shrubs, hedges and shaped trees will be trimmed in such a manner that they present a pleasing appearance.
- 15.2.3. All trimming will be done in a manner the minimizes "gouging" or "nicking" and will be directed or supervised by an ISA certified Arborist having a working knowledge of applicable industry standards.
- 15.2.4. All pruning will be trimmed so as not to conflict with pedestrians or bicycles and maintained in a manner that does not create a visibility obstruction to vehicular traffic. The County will reserve the right to determine when plant material, trees or brush creates a visibility obstruction.
- 15.2.5. Sidewalks and pedestrian walkways will always remain clear and tree limbs will have a minimum vertical clearance of ten feet over sidewalks or pedestrian walkways. A minimum vertical clearance of twelve feet will be maintained over roadways. All trimmings will be disposed of as debris.
- 15.2.6. Trimming and pruning will be paid for at the hourly bid unit price agreed upon as stated in the contract under labor hours.

#### 15.3. Weed Control

- 15.3.1. Weeds will be controlled in such a manner and at such intervals that all areas treated will be weed free upon inspection by the County. Routine weed control will consist of area spraying, spot spraying by the Certified Applicator and hand weeding by Vegetation Management Labor in sufficient quantity to achieve the required results.
- 15.3.2. The spraying will be done by an Arizona State Certified Applicator Technician. In the event that a driver is used in addition to the spray technician the driver will be paid at the rate of a Laborer per the bid schedule. The Applicator technician will be paid per the bid schedule.
- 15.3.3. The Contractor will submit an Annual Spraying Plan to the DOT and RFCD Inspector which names the herbicides/pre-emergent/post-emergent that are proposed for use, where and how they are to be applied along with a copy of the product label for each chemical to be used. The Contractor will provide Pima County all Material Safety Data Sheets (MSDS) for any and all chemicals used for weed control.
- 15.3.4. As part of the Contractor's plan upon receiving assigned areas, it is required that a statement of proposed procedure be submitted covering the following aspects of "Weed Control.":
  - 15.3.4.1. Proposed herbicides to be used and for what specific purposes.
  - 15.3.4.2. Herbicides mix ratios and application rates.
  - 15.3.4.3. Type of equipment to be used and a basic procedure for routine and spot treatments.
- 15.3.5. Spraying must be performed in accordance with Federal and State of Arizona rules and regulations. The Contractor will furnish all labor, materials including but not limited to herbicides, pre-emergent and equipment including but not limited to for routine weed control and spraying.
- 15.3.6. The Contractor will complete and submit two (2) copies of Herbicide Spray Log with billing invoices. The Contractor will supply the Spay Log forms.

#### 15.4. Damage Due to Spraying

- 15.4.1. The Contractor will be responsible for the results of application of all herbicides and chemicals.

  The Contractor will replace any plants killed or severely damaged using herbicides in kind or with the nearest size nursery stock available at no cost to the County.
- 15.4.2. The soil in the area of the affected plant(s) and planting pit will be treated with activated charcoal and other soil amendments that may be required to enhance the potential survival and growth of the existing or replacement plants. The treatment and materials must be approved by the County and will be furnished at no cost to the County.

# 15.5. Pest Control

15.5.1. Plants: Spraying or dusting will only be required when necessary to prevent a plant or tree from being damaged by an organism. When spraying or dusting is required the Contractor will provide the County all Material Data Safety Sheets (MSDS) for any and all materials used for spraying. The spraying will be performed in accordance with State of Arizona rules and regulations and will be

- performed by an Arizona Certified Applicator. Special care will be exercised to prevent unnecessary discomfort to the people in the area. The instructions for pesticide use are the highest priority.
- 15.5.2. The Contractor must report to the County, all possible unsafe situations before proceeding with chemical applications.
- 15.5.3. Pests: The Contractor is responsible for monitoring the assigned areas for potential pest control requirements including ants, mosquitos, and rodents. The Contractor will notify the County of all pests' intrusion and is requested to submit an estimate of the cost for each occurrence. The submittal must include the following information: location, the pest to be controlled, method of control, quantity of materials and labor hours. The Contractor will complete a Pesticide Spray Log for any pesticides used and submit them with the request for payment.
- 15.5.4. No pest control procedures and processes will be permitted without the notification and prior approval of the County.

#### 15.6. Equipment

- 15.6.1. The Contractor will provide and maintain during the entire period of this contract, equipment, tools, and materials sufficient in number, condition, and capacity to efficiently perform the work and render the services required by this contract.
- 15.6.2. All vehicles must be maintained in good repair, appearance, and sanitary condition at all times. All vehicles will be equipped as necessary with all appropriate safety devices including but not necessarily limited to emergency overhead strobe or flashing warning lights and as necessary illuminated directional warning arrow boards. The County reserves the right to inspect the Contractor's vehicles at any time throughout the contract term to ascertain said condition and inspect and evaluate equipment necessary to perform work in a safe and efficient manner.

#### 15.7. Herbicides

15.7.1. The Contractor will provide Pima County logs, herbicide labels, records and other documentation detailing herbicides applied, concentrations and mixes, application rates, location of application, and equipment used to include Material Safety Data Sheets as deemed necessary by the County.

Requests of such information will be transmitted by the Contractor to the County in writing. The Contractor will provide this information within five (5) days after they are requested. All herbicides will be used in strict conformance with the manufacturers recommendations and will be applied in strict conformance with all applicable Federal, State, and local laws, ordinances, and regulations.

#### 15.8. Dump Sites

- 15.8.1. The contractor will haul all accumulated debris to a legal dumping site. Work under this item will include providing all labor, materials, equipment, supplies, travel, etc. necessary to dispose of vegetative and inert material at a licensed land fill. This item will be paid at the invoice cost from a certified scale and licensed commercial landfill.
- 15.8.2. Pima County will pay the actual invoice from legal dumping site when submitted with Contractor's Dump Ticket invoice to the County. Dump tickets/landfill receipts submitted for payment to PCDOT will clearly indicate where the material for the load was collected to include the roadway, job site or Work Order number. Material from any source other than contracted PIMA COUNTY roadways will not be included in the dump load. Failure to comply will result in contract termination.

# 15.9. Keys

15.9.1. The Contractor will be required to sign for each key issued to the Contractor for accessing any and all irrigation systems, clocks, cages, control boxes, etc. If the Contractor loses a key, the Contractor

- may be required to pay a key replacement charge of ten (\$10.00) dollars per key for issuance of duplicate keys.
- 15.9.2. If a breach in security results from the Contractor's loss of key(s), the Contractor will notify the County immediately and the Contractor will be responsible for costs incurred in acquiring new locks or the rekeying of existing locks. The Contractor will be prohibited from duplicating any or all keys that are provided by the County.

#### 15.10. GUARANTEES AND WARRANTIES:

- 15.10.1. The contractor guarantees that all services provided pursuant to this agreement comply with all applicable Federal, State, and County laws and regulations.
- 15.10.2. The Contractor will guarantee all materials provided by the Contractor and/or the work against defective materials and/or workmanship for a period of twelve months from the date of its final acceptance under the Contract, ordinary wear and tear and unusual abuse or neglect excepted.
- 15.10.3. Should any defects develop within twelve months from the date of the final acceptance due to faulty workmanship, the Contractor will within seven (7) calendar days of receipt of written notice from Pima County, begin making the necessary repairs to the satisfaction of the Operations Division Manager. Such work will include the repair or replacement of other work or materials damaged or affected by making the above repairs or corrective work, all at no additional cost to Pima County.
- 15.10.4. The warranties and guarantees provided in this subsection of the Contract documents will be in addition to and not in limitation of any warranties, guarantees, or remedies required by law.
- 15.10.5. If the Contractor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the County may do so and charge the Contractor the cost thereby incurred.

**End of Exhibit A** 

#### **EXHIBIT B: MINIMUM QUALIFICATIONS VERIFICATION FORM (2 PAGES)**

PROPOSER'S NAME:		Underwood Bros. Inc., dba	AAA	Landsc	ape	atorio de la compania de la compani	
that sui	bstantiate their satisfact	ssess the following minimum ion of the Minimum Qualification quired to substantiate respon	ons. F	allure to	provi	de the inf	ormation required by these
	documented and verifi attachments are submit	able evidence that your firm sa ted.	itisfies	the folk	owing	Minimum	Qualifications and indicate
ITEM NO.	MINIMUM	QUALIFICATIONS		3 (517 73.591679)4	PLIAN S/NO CT O		DOCUMENT TITLE AND NUMBER OF PAGES SUBMITTED FOR EACH DOCUMENT
1	State of Arizona Business I	.icense	×	Yes	r	No	CONTRACTORS LICENSES 1 Page
2	Contractor shall establish a authorized managing agent available twenty-four (24) h	e period of this contract, the nd maintain an office/dispatch and an in the Tucson Metropolitan area ours a day seven (7) days a week. It shall serve as the point of contact be located in Tucson.	ίχ	Yes	ſ	No	Local Office 1 page
3	proposal must have a valid by the Arizona State Depart Management Division prior Required license categories way, and (as needed) Aqua Applicator No: sald license(s) for the term	to any pesticide work commencing. are Ornamental & Turf, Right-of-	×	Yes	1	No	Pesticide Licenses 1 Page
4	Arboriculture (I.SA) certified procedures used by the Cor	ff an International Society of arborist to ensure the methods or tractor for maintaining vegetation or ce with industry standards for alm trees etc.	ĭΧ	Yes	ľ	No	ISA Certified Arborist 1 Page
5	System inspections and Mai AZ Registrar of Contactors.	ed Business to perform Irrigation ntenance Repair as Licensed by the With a Hardscape and Irrigation 21 or Commercial/Residential CR21	IX	Yes	۳	No	Irrigation License 1 Page
SIGNAT	URE: Robert	Rllnobnoon	X	DATE	* .	(g-	26-24
Robe	rt L Underwood, CE	:0	,				ŧ

**END OF EXHIBIT B** 

PRINTED NAME & TITLE OF AUTHORIZED PROPOSER REPRESENTATIVE EXECUTING PROPOSAL

# 201120303C0000P6977830300112

ARIZONA DEPARTMENT OF REVENUE ATTN: Customer Care and Outreach PO BOX 29032 Phoenix, AZ 85038-9032

#### ARIZONA DEPARTMENT OF REVENUE TRANSACTION PRIVILEGE TAX LICENSE **NOT TRANSFERABLE**

The licensee listed below is licensed to conduct business upon the condition that taxes are paid to Arizona Department of Revenue as required under provisions of A.R.S. Title 42, Chapter 5, Article 1.

#### 2024

ISSUED TO: UNDERWOOD BROTHERS

**INCORPORATED** 3747 E SOUTHERN AVE PHOENIX AZ 85040

reports MUST REFER to

this LICENSE NO.

ALL communications and LICENSE: 07276937 START DATE: 07/18/1983

> ISSUED: 12/21/2023 **EXPIRES: 12/31/2024**

LOCATION: CODE 003

AAA LANDSCAPE 4742 N ROMERO RD **TUCSON, AZ 85705** 2300066922900 idisa maquadamens

BUSINESS CODE	REGION	JURISDICTION
015 - CONTRACTING - PRIME	PMA - PIMA	COUNTY
017 - RETAIL	PMA - PIMA	COUNTY
215 - PRE-6/2010 CONTRACTING	PMA - PIMA	COUNTY
015 - CONTRACTING - PRIME	FS - FLAGSTAFF	CITY
029 - USE TAX	FS - FLAGSTAFF	CITY
015 - CONTRACTING - PRIME	TU - TUCSON	CITY
017 - RETAIL	TU - TUCSON	CITY
029 - USE TAX	TU - TUCSON	CITY

This License is issued to the business named above for the address shown. Licenses, by law, cannot be transferred from one person to another, nor can they be transferred from one location to another. Arizona law requires licensees to notify the Department of Revenue if there is a change in business name, trade name, location, mailing address, or ownership. In addition, when the business ceases to operate or the business location changes and a new license is issued, this license must be returned to the Arizona Department of Revenue. According to R15-5-2201, license must be displayed in a conspicuous place.



We Beautify the World

June 25, 2024

Re:

RFP-24000257

Landscape and Vegetation Management

To whom it may concern,

AAA Landscape has been in Tucson, Arizona since its inception in 1975. Since 1997, AAA Landscape has been located at 4742 N. Romero Road, Tucson, AZ 85705.

Throughout the period of this contract, AAA Landscape will maintain an office and an authorized managing agent in the Tucson Metropolitan area available twenty-four (24) hours a day seven (7) days a week. Jeff Hatfield will serve as the point of contact for AAA Landscape and will be located in Tucson

Respectfully

Robert L. Underwee Robert L. Underwood

CEO

Phoenix Office 3747 E. Southern Ave. Phoenix, AZ 85040 P 602 437 2690

Tueson Office 4742 N. Romero Rd. Tucson, AZ 85705 P 520,596 3223

analandscape.com

**EXHIBIT B: ITEM 3** 

KATIE HOBBS Governor

Jeff Grant Interim Director

Arizona Department of Agriculture
Pest Management Division
1110 W. Washington St #450 , Phoenix, AZ 85007
Phone: 502-542-3578 Fax: 602-542-0466
https://agriculture.az.gov.gov

**BUSINESS LICENSE** 

Non-Transferable

**AAA LANDSCAPE** 

**Business License Number: 4216** 

Has been licensed since 02/13/1985, and is authorized to provide pest management services in Arizona through the last day of May 2026.

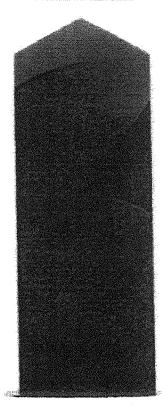
Copyright 2017 AZDA. All Rights Reserved.

Printed: 06/26/2024 Printed By: 4216

Count	Last Name	First Name	Certified Applicator#	Certified Qualified
	ALVARADO	OSCAR	120680	NA
1	ANGULO	MIGUEL ANTONIO	200480	N/A
2	ARMENTA	JUAN A	180733	NA
3	ARRIETA	RUBEN YBARRA	120371	31515
4	BARRAZA	RAMON EDUARDO	161023	N/A
6	CASTANEDA	ALBERT JOE	80283	N/A
T. <b>7</b>	CHAVEZ	JORGIE GABRIEL	<u> 190991</u>	N/A
	CODNER	MICHAEL DEAN	<u>230397</u>	N/A
8	GARCIA	ILSE	<u>221004</u>	N/A
9	GERRY	JOSHUA DAVID	<u>140612</u>	N/A
10	HATFIELD	JEFFREY DAVID	<u>71188</u>	WA
11	JARAMILLO	ADRIAN J	130402	N/A
12	KETCHEM	DALEA	150633	WA
15	MICKELSON	KARL J	140797	N/A
100	MURRIETA	CHRIS A	240038	N/A
16	PULIDO, JR	GILBERTO H	130775	N/A
	RAMOS-ALVARADO	ROSARIO ARTURO	<u>191242</u>	N/A
	RAMIREZ	JOSE R	80919	N/A
17	RIVERA	MATTHEW JAVIER	200423	NA
18	ROMO	MARCO ANTONIO	220041	N/A
19	SANCHEZ	JEREMY AARON	210346	NA
21	ZAMORA	JAMES A	130842	N/A







## The International Society of Arboriculture

Hereby Announces That

Ramon Eduardo Barraza

Has Earned the Credential

### ISA Certified Arborist ®

By successfully meeting ISA Certified Arborist certification requirements through demonstrated attainment of relevant competencies as supported by the ISA Credentialing Council

Caitlyn Pollinan
CEO & Executive Director

22 August 2016

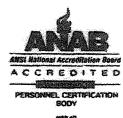
31 December 2025

WE-11641A

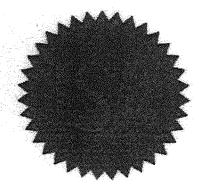
Issue Date

**Expiration Date** 

Certification Number



96847 ISA Certified Arberis



#### LICENSE EFFECTIVE THROUGH

STATE OF ARIZONA

March 31, 2025

#### Registrar of Contractors CERTIFIES THAT



Underwood Bros Inc. A A A Landscape

CONTRACTORS LIGENSE NO

ROC 090971

CLASS CR-21

Specialty Dual Hardscaping and Irrigation Systems

THIS CARD MUST BE MIESENTED UPON DEMAND

Martin J. Quezida, Director

#### **EXHIBIT C: QUESTIONNAIRE (1 PAGE)**

PROPOSER'S

NAME:

Underwood Bros. Inc., dba AAA Landscape

Department evaluation team will develop questions that when answered/submitted by Proposers will allow evaluators to evaluate, differentiate & score Proposers' proposals as defined by the published evaluation criteria. The evaluation committee will assign points to each proposal submitted on the basis of the following evaluation criteria unless otherwise indicated.

#### 7.1. Cost (20 points)

Will be evaluated and scored by the Procurement Department.

#### 7.2. Qualifications of the Contractor (30 points)

- a) Recruitment: Provide an overview of the Contractors ability to hire and maintain a quality work force to complete the required scope of services.
- Qualifications: Describe the Contractors capacity/ability to provide the required scope of services on a highquality consistent basis.
- c) Safety Action Plan: Provide information on a safety action plan for employees and the public while performing the required scope of services.

#### 7.3. Key Personnel (20 points)

- a) Laborer: Provide details on how the laborer staff will be trained on daily work activities, how they will be supervised, and how their arrival and departure times to and from the worksite will be documented.
- b) Crew Leader: Provide details on the role of the crew leader, how they will be trained on daily work activities, supervisor responsibilities and how their arrival and departure times to and from the worksite will be documented.
- Superintendent: Provide details on the role and responsibilities of the superintendent and how they will
  ensure the scope of services are provided on a high-quality consistent basis.

#### 7.4. Project Plan (25 points)

- Equipment Availability: Provide a list of tools and equipment that are available to execute this contract per the required Scope of Services.
- b) Equipment Breakdowns: Provide a contingency plan for equipment breakdowns and/or equipment unavailability (i.e. rentals, procuring equipment from other sites, etc.)
- c) Scheduling: Explain how the Contractor will mobilize a crew to start a new project in a timely manner once a request for services is received, ideally within 2 weeks.
- d) Quality Control/Quality Assurance: Provide steps that will be taken to ensure all services are completed per the scope of services in a safe, timely and efficient manner (i.e staff training, oversight, etc.).

7.5. Local Presence and Community Involvement (5 points)

Provide a brief statement addressing the Contractor's past and current presence in the local area. What are the Contractor's plans and goals for hiring a local workforce?

SIGNATURE:

Robert L Underwood, CEO

PRINTED NAME & TITLE OF AUTHORIZED PROPOSER REPRESENTATIVE EXECUTING PROPOSAL

END OF EXHIBIT C

Exhibit D: Reference Form

Page 1 of 1





#### 7.1 Cost

Submitted on Bidnet Direct Portal as per requirements.

#### 7.2 Qualifications of Contractor

#### a.) Recruitment:

AAA Landscape has a human resources team that only hires 100% legally documented workers. We perform E-Verify, background checks and drug screen all employees, along with conducting a field physical to make sure all employees are physically capable of performing the required duties in order to reduce the risk of injury. AAA Landscape has a Zero tolerance drug policy ensuring that our team members work in a safe environment.

AAA Landscape uses various recruitment methods that have successfully allowed us to be consistently staffed.

Local recruitment is achieved using Indeed and LinkedIn. AAA Landscape also partners with community outreach programs such as Pima County-One Stop, Pima County-Arizona at Work, Second Chance Tucson.

AAA Landscape uses the Federal H2B Program which allows nonimmigrant program permits employers to temporarily perform nonagricultural labor or services in the United States.

As a forward-thinking company, AAA Landscape consistently recruits in different local regions and discovers creative methods to fill all positions.

These staffing approaches have enabled us to maintain diversity in our hiring and keep our workforce well-staffed.

#### b.) Qualifications:

AAA Landscape was founded in 1975 in Arizona. While it ranks among the top 100 largest commercial landscape contractors in the United States, AAA Landscape remains a local Arizona company. AAA Landscape employs nearly 600 team members and operates offices in both Phoenix and Tucson. Additionally, there are several satellite offices and yards across various locations throughout Arizona to assist in managing the vast portfolio. AAA Landscape has built an excellent reputation, known for its strong client relationships, extensive product knowledge, and successful project delivery.

**EXHIBIT C: QUESTIONAIRE** 



#### Request for Proposal Landscape and vegetation management services Solicitation No. RFP 24000257



Of importance when considering our application is the combined experience & expertise in the landscape, irrigation & nursery industry that our team brings to the project. The team has over 49 years of experience in construction, landscape management and pest management. The size and scope of our projects have expanded throughout the years, ranging from ¼ acre sites to upwards of 300-acre sites, as well as miles roadways. AAA Landscape has acted as the General Contractor and managed as many as 14 subcontractors on multi-million-dollar sites to securing work as a subcontractor on billion-dollar sites.

AAA Landscape's national affiliation in the green industry and its local knowledge has been inestimable in consulting with landscape architects, government entities, municipalities, engineering, reclaimed water distribution, fertigation systems, and a variety of irrigation systems such as turf, drip, flood irrigation, smart controller systems, etc. In conjunction, AAA Landscape has also salvaged native plants and trees, setting up temporary nurseries and relocating the material.

Communication is part of our overall package. As a client, you will have direct communication with your manager via cellphone, text, and email. If any concerns arise, your manager will review them for resolution. If additional support is needed, the entire team can assist, and protocols are in place to handle concerns promptly.

#### **Arizona Contractor Licenses**

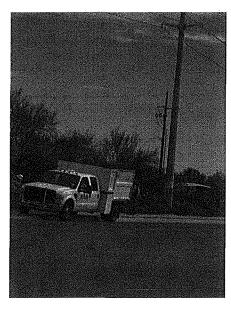
- Commercial License B-01 #250648
- ROC General Engineering License Class A-01 #081595
- ROC General Engineering License Class CR-21 #096971
- Office of Pest Management License #4216





#### **Project Samples:**

1. Pima County Transportation and Flood Control



Role of AAA Landscape:

General

Maintenance of Roadsides and flood control areas throughout Pima County

Contract Value:

\$ 2,044,318.00

**Construction Dates:** 

August 2009 - On-going

Project Owner:

Pima County

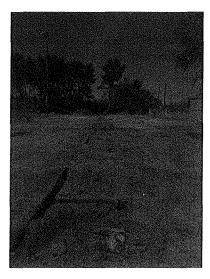
The extensive coordination and weekly team meetings between Pima County Administrators and our onsite Supervisor to review field issues and scheduling, contribute to the successful implementation of this large project. Work completed, daily chemical used, and any irrigation repairs are submitted regularly as a part of the weekly process. Monthly calculations are based and matched to each and every item on reports.

Daily and weekly coordination takes place between Pima County Administration and AAA Landscape to ensure contract requirements are being met.





#### 2.City of Tucson JOC #41476 Parks and Recreation



Role of AAA Landscape: Project Owner: Contract Value: Construction Dates: Project Contact:

General Contractor City of Tucson \$200,000 Per Project 2019 -Present Traci Shepherd

Through the City bonds issued, Parks are being revitalized and updated. AAA Landscape was one of the contractors awarded to install this work through the city's JOC program.

These projects are bid individually based on their own scope of work and budget. With extensive coordination and weekly partnership meetings, AAA Landscape is able to facilitate field issues and scheduling, contribute to value engineering, and allow for a successful project.

AAA Landscape uses local suppliers, as much as possible, to ensure that whether from plant to irrigation materials will thrive within the arid climate. We constantly consult our local suppliers about product knowledge and application to be able to use the best product for our clients. The company also utilizes local subcontractors because we trust their expertise and their command of their trade in accordance to the constructability against local conditions.





#### 3. Rancho Sahuarita Community Association



Role of the AAA Landscape:

Contractor

Maintenance of common areas, amenities including clubhouse, parks, dog parks and

roadways.

**Annual Contract Amount: Construction Dates:** 

\$722,636.64

**Project Owner:** 

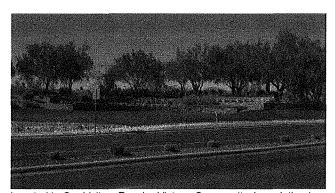
2001 - Present Rancho Sahuarita

Community Association

The master planned community of Rancho Sahuarita has received many awards for its daring and challenging vision that was created at the onset with the lake in the desert. AAA Landscape maintains the common areas, adjacent roadways and amenities throughout the community.

Each area is coordinated and scheduled for maintain in accordance with all contract and municipality restrictions. The onsite Supervisor regularly meets with the Facility Maintenance Manager to ensure schedules and areas that require emergency attention are tended and scheduled according to mutual satisfaction.

#### 4. Rancho Vistoso Community Association



Role of the AAA Landscape:

Contractor

Maintenance of common areas, sub associations, amenities including

clubhouse, parks, dog parks and roadways.

**Annual Contract Amount:** 

\$899,316.00

Construction Dates:

2003 -Present\*

Project Owner:

Rancho Vistoso Community

Association

Located in Oro Valley, Rancho Vistoso Community Association is a premier master planned community with more than 4300 homes in addition to commercial and business parcels. This community includes maintaining common areas, sub associations, commercial parcels, amenities including clubhouse, parks, dog parks and roadways. As well as coordinating extensive water management, tree management and pest control management schedules.

The extensive coordination and weekly partnership team meetings facilitated between the field, management company and the board of directors for the HOA allow for open communication and transparency. Scheduling is communicated with two crews; one maintains the community and the other maintains what are known as off sites.

\*AAA Landscape lost Rancho Vistoso Community Association due to price in 2014. We were awarded it back within 6 months as a result of the water budget being blown and costing more than the savings on the landscape services.





#### c.) Safety Action Plan:

AAA Landscape places a strong emphasis on safety, aiming to create a work environment that values teamwork, ethical behavior, and performance excellence. Here are some key aspects of the safety program:

- OSHA Safety Plan: AAA Landscape maintains a comprehensive Safety and Loss Prevention Manual. This manual coordinates policies, procedures, and practices to prevent injuries and health hazards for employees and the public.
- 2. Daily Safety Actions:
  - Each day, the crew gathers for "Stretch and Flex." During this time, they discuss a Daily Toolbox Topic, covering areas like heat stress, lifting techniques, and defensive driving.
  - The crew also reviews the **Job Safety Analysis (JSA)**, addressing potential hazards and prevention strategies.
- 3. Weekly Safety Actions:
  - The Supervisor meets with the crew weekly to discuss topics ranging from OSHA and DOT regulations to near misses and incident prevention.
  - The Weekly Safety Topic is included in reports issued to Managers, Community Managers and Boards of Directors.
- 4. **Employee Safety:** Each employee is equipped with Personal Protective Equipment (PPE). This includes a safety vest, ear plugs, safety gloves and ANSI certified eye protection. When working in heavily weeded areas, snake guards are provided. When working on trees all Arbor Care requirements are enforced.
- 5. **Vehicle Safety:** Safety is paramount, and these precautions help protect both employees and the public. Work trucks carry safety cones, which are deployed when vehicles are pulled over and work is being done. LED light boards are attached to trucks and Road Work Ahead signs are used. Additionally, spray vehicles use light signal boards during spraying operations. These measures ensure a safer environment for everyone involved.
- 6. **Safety Comes First:** Safety Director & Certified professionals provide on-site field training, as well as more formally structured educational opportunities in the company's state-of-the-art classrooms. OSHA certifications, first aid and safety certifications, field & equipment safety, and product usage/development are among the many training topics covered.

#### **Current EMOD Rating: .87**

AAA Landscape's commitment to safety extends to both employees and the communities they serve.





#### 7.3 Key Personnel

With extensive coordination and weekly partnership meetings, AAA Landscape will be able to facilitate field issues and scheduling, allowing for a successful project.

- a.) Laborer: Each day, the crew gathers for "Stretch and Flex." During this time, they discuss a Daily Toolbox Topic, covering areas like heat stress, lifting techniques, and defensive driving. The crew also reviews the Job Safety Analysis (JSA), addressing work being completed that day and potential hazards and prevention strategies. Crews are supervised by Crew Leader who in turn reports to Superintendent will be directed by Pima County Representative. Teams meet in the central yard and clock into MJOB (GPS-based timekeeping system). Crews travel to work sites, clock in at job sites, perform work and then travel to the next site or back to yard. Dump trucks travel to landfill and then head back to yard. Each change is tracked by Mjob.
- b.) Crew Leader: Each day, the crew gathers for "Stretch and Flex." During this time, the Crew Leader discusses a Daily Toolbox Topic. The Crew Leader also reviews the Job Safety Analysis (JSA), addressing work being completed that day and potential hazards and prevention strategies. Crew Leads confirms all trucks and crews are equipped and ready to work. Teams meet in the central yard and clock into MJOB (GPS-based timekeeping system). Crews travel to work sites, clock in at job sites, perform work and then travel back yard. Crew Leaders fill out daily reports including but not limited to Timesheets, JSA's and Tool Box Topics.
- c.) **Superintendent:** The Superintendent is actively involved in all aspects of the morning routine, including providing direction to Crew leads based on the work assignments and locations communicated by the Pima County Representative. Ensure that all work is completed in a high-quality manner. This person is also responsible for managing, contract, all personnel, schedules, equipment, PPE, submitting all necessary reports, approving invoices from vendors, and job costs associated with the portfolio.

AAA Landscape has specialty staff to assist you with additional resources.

**Arborists:** Certified Arborist routinely inspects projects during installation and diagnose any infestations and damage, as needed.

**GPS/GIS:** Certified Specialist provides asset management by tracking all equipment, irrigation, trees and invasive weeds.





#### Personnel

- Jeff Hatfield, Branch Manager, with over 25 years in the landscape industry. Certified with ALCP, OPM, SLM, OSHA 10, CPR/FIRST AID. Jeff has supervised a vast quantity of maintenance projects and will create strategic planning to ensure resources are being utilized to increase efficiency. Create standards and quality procedures. Control budget and waste.
- Ruben Arrieta, Director of Landscape Management, with over 15 years of industry experience and certifications including ACLP, OPM, SLM, Ruben Arrieta, Division Director takes the helm in overseeing property implementation. He spearheads the updating and execution of scheduling, costing, and logistics for all contracted properties. Ruben diligently monitors and manages field operations and contracts to ensure strict adherence to all aspects.
- Ivan Cruz, Superintendent, with over 15 years of industry experience and certifications including OPM, SLM, As the Superintendent he is actively involved in all aspects of the morning routine, including providing direction to Crew leads based on the work assignments and locations communicated by the Pima County Representative. Ensure that all work is completed in a high-quality manner. Ivan is also responsible for managing the contract, all personnel, schedules, equipment, PPE orders, submitting all necessary reports, approving invoices from vendors, and job costs associated with the portfolio.
- James Allen, Director of Business Development, with 5 years' experience in sales and development, In the role of Business development, he is maintaining strategic partnerships and maximizing business opportunities for AAA Landscape. He is tasked with creating new business relationships, engaging with the community to expand our brand awareness and grow our Southern Arizona portfolio.
- Ray Barraza, Supervisor, has 16 years' experience in the landscape industry. Ray has been certified in ALCA, SLM, OPM, First Aid and CPR. ISA # WE-11461-E. He will prepare the master workflow program adhering to all contractual obligations. He will set up schedules, plan on site and implement program. He will also monitor progress, report any deficiencies to the responsible party and coordinate resolutions. All weekly inspections, timesheets, daily, weekly and monthly reports, correspondence, meetings and performance will be handled by the Area manager.
- Virgina Verdin, Director Client Services, with over 30 years at AAA Landscape has gained extensive knowledge in the operations of installing and maintaining landscape projects in the landscape industry. She will ensure that the team abides by specific contract terms and requirements, compile all required documentation to include agreements, insurance certifications, service reports, monitor and audit the costs ensuring all contract requirements are met and monitor job costing analysis and budgeting. She will also manage the Workspace for the project.
- Mark Christensen, Safety Director, CMSP with 25 years of experience in both safety and case management, Mark will effectively manage policies and procedures to ensure a stable balance between productivity and safety. He provides AAA Landscape with knowledge and guidance to instill a strong safety culture throughout the company. Mark will oversee all safety requirements and will continue to guard our EMOD rating.
- Miguel Angulo, Safety Manager with over 3 years of experience in safety, Miguel will effectively manage policies and procedures to ensure a stable balance between productivity and safety. He provides AAA Landscape with knowledge and guidance to instill a strong safety culture throughout the company. Miguel will oversee all safety requirements and will continue to guard our EMOD rating, currently at .87.





- Adrian Jaramillo, Corporate Director of Pest Management, with over 12 years of combined experience in the Landscape Industry. Certified Applicator with application licenses in Industrial Institutional, Turf and Ornamental, Right of Way, Aquatics and ALCA Certified. Adrian oversees all projects within the Landscape Management Division in Tucson and Phoenix areas that require herbicide. Also working on other projects throughout the surrounding areas that are not contracted. He will ensure that all policies and procedures with regards to chemical use and application will be implemented for the proper care and maintenance of the project. With his vast knowledge of plants and chemical Adrian is a true asset on any project.
- Joshua Gerry, GPS/GIS, has been with AAA Landscape for over 10 years. Josh has been certified in ALCP, SLM, OPM, First Aid and CPR. While using his pest license, Joshua also maintains all site maps, schedules, tree inventories and tree plans. Joshua will be in charge of creating and maintaining the invasive species maps on the contract using a mobile device and GPS mapping software, ArcGIS Pro.

**Crew #1** – Alberto Herrera, 10 Years experience on County Contract

Crew #2 – Joaquin Casillas, 9 Years experience on County Contract

Crew #3 - Michael Targhetta, 6 Years experience on County Contract

Crew #4 – Julio Osuna, 15 Years experience on County Contract

Flood Crew - Francisco Villa, 15 Years experience on County Contract

Mowing Crew - Miguel Del Cid, 4 Years experience on County Contract

**Chemical Applicator** (Certificates Attached)

Ivan Cruz Dominguez Adrian Jaramillo Albert Joe Castaneda Michael Dean Codner Jose Ramirez-Ramirez





At AAA Landscape, we recognize that our success is built on the knowledge, skills, and dedication of our crews. To ensure the highest standards of quality and professionalism, we provide comprehensive training programs designed to equip our team with the necessary expertise to excel in the unique and challenging environments.

Below is a list of all applicator licenses currently employed by AAA Landscape.

Count	Last Name	First Name	Certified Applicator#	Certified Qualified
Annual Control	ALVARADO	OSCAR	120680	N/A
1	ANGULO	MIGUEL ANTONIO	200480	N/A
2	ARMENTA	JUAN A	180733	NA .
3	ARRIETA	RUBEN YBARRA	120371	31515
4	BARRAZA	RAMON EDUARDO	<u>161023</u>	WA
6	CASTANEDA	ALBERT JOE	80283	N/A
7	CHAVEZ	JORGIE GABRIEL	<u>190991</u>	N/A
	CODNER	MICHAEL DEAN	<u>230397</u>	N/A
8	GARCIA	ILSE	<u>221004</u>	WA
9	GERRY	JOSHUA DAVID	<u>140612</u>	N/A
10	HATFIELD	JEFFREY DAVID	<u>71188</u>	N/A
11	JARAMILLO	ADRIAN J	<u>130402</u>	N/A
12	KETCHEM	DALEA	<u>150633</u>	N/A
15	MICKELSON	KARL J	<u>140797</u>	N/A
	MURRIETA	CHRIS A	<u>240038</u>	N/A
16	PULIDO, JR	GILBERTO H	<u>130775</u>	N/A
	RAMOS-ALVARADO	ROSARIO ARTURO	<u>191242</u>	N/A
	RAMIREZ	JOSE R	<u>80919</u>	N/A
. 17	RIVERA	MATTHEW JAVIER	<u>200423</u>	N/A
18	ROMO	MARCO ANTONIO	<u>220041</u>	N/A
19	SANCHEZ	JEREMY AARON	<u>210346</u>	WA
21	ZAMORA	JAMES A	130842	N/A





### **ARIZONA LANDSCAPE CONTRACTORS' ASSOCIATION**

certifies that

# Ivan Cruz

S0624-2265

strives to preserve limited and valuable natural resources such as water, soil, and fuel; to reduce waste generation and pollution; and to support the natural growth habit and longevity of plant material; all while creating more beautiful, healthy, and efficiently maintained landscapes.

Linda Turnage

06/21/2026

ALCA Executive Director

Valle through

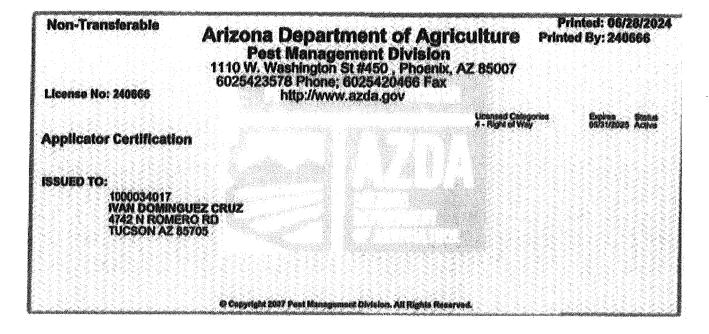


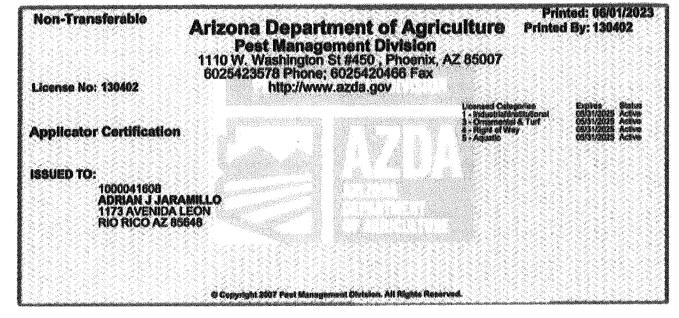






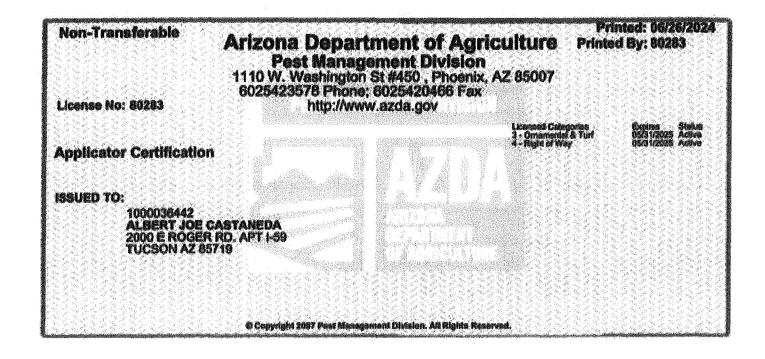


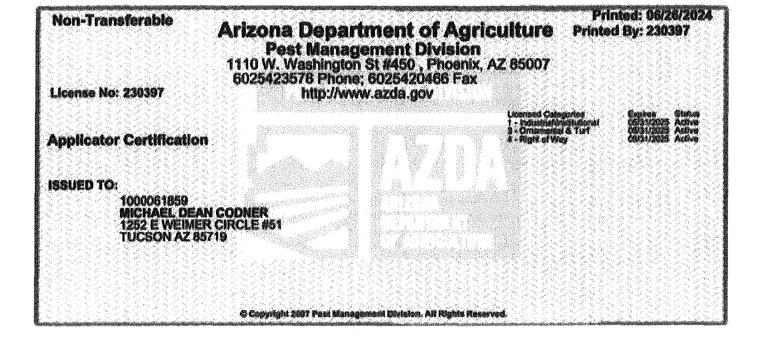






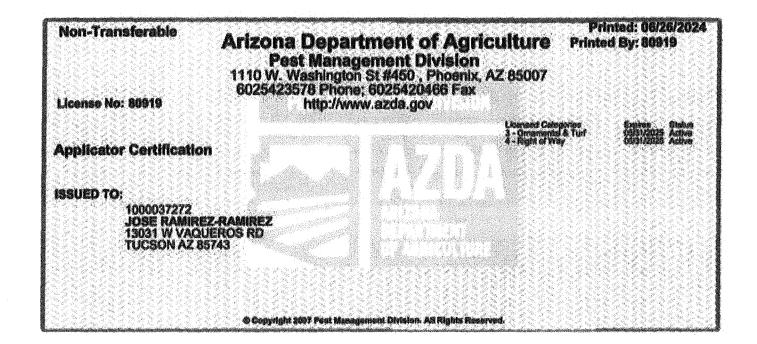










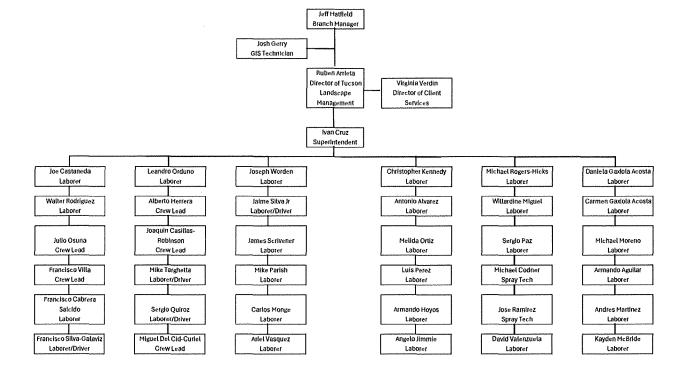






#### **Organizational Chart**





**EXHIBIT C: QUESTIONAIRE** 



Request for Proposal Landscape and vegetation management services Solicitation No. RFP 24000257



#### 7.4 Project Plan

a.) Equipment Availability: AAA Landscape has a fleet dedicated to the County contract. AAA Landscape will add the necessary equipment with an increase in line items such as chippers and trucks as required by contract. AAA Landscape has the entire fleet loaded on the Align Platform allowing us to track all our equipment with regards to age, repairs and locations. Due to AAA Landscape's vast fleet, we have the capability to mobilize a crew within a 5-day' notice.





#### **County Fleet**

#### **TRUCKS**

Equipment #	Brand	Туре	Model	Sage EQ#	
TLM303	FORD	150	F150	VEH-303-2023	pressortions:
TLM071	FORD	450	F450	VEH-056-2004	NAME OF TAXABLE PARTY.
TLM227	FORD	450	F450	VEH-189-2012	CHARLESTON
TLM170	FORD	250	F250	VEH-117-2007	
TLM006	FORD	450	F450	VEH-028-2001	
TLM339	FORD	450	F450	VEH-227-2015	
TLM354	FORD	350	F350	VEH-250-2017	annio-manifestation can
TLM179	FORD	250	F250	VEH-135-2008	20000000000000000000000000000000000000
TLM124	FORD	250	F250	VEH-025-2000	C
TLM083	FORD	250	F250	VEH-013-1999	
TLM021	FORD	250	F250	VEH-115-2007	
TLM358	FORD	250	F250	VEH-252-2017	H-Chrometer-
TLE172	FORD	450	F450	VEH-114-2007	ON OR PARTY OF THE
TLM061	FORD	450	F450	VEH-054-2004	***************************************
TLM068	FORD	450	F450	VEH-055-2004	
Programme and the State					*************

Truck Totals

#### **TRAILERS**

Equipment#	Brand	Туре	Sage EQ.#	# of Pieces
TCNT079	FLEMING	TRL	TRL-065-2000	$\mathcal{F}_{i}$
TLMT027	FLEMING	TRL	TRL-182-1980	
TLMT013	STARLITE	TRL	TRL-027-1992	1
TLMT115	FLEMING	TRL	TRL-086-2004	1
TLMT124	APC	TRL	TRL-190-2006	
Trailer Totals				

#### **TRACTORS**

Equipment#	Brand	Type	Sage EQ#	# of Pieces
TLM4052R	JOHN DEERE	TRC	TRC-003-2017	1
	#N/A	#N/A	#N/A	<b>1</b>
Trailer Totals			0.12	

#### **GATORS**

Equipment#	Brand	Type	Sage EΩ #	# of Pieces
TLMGA124	JOHN DEERE	GAT	GAT-035-2013	1
TLMGAT314	JOHN DEERE	GAT	GAT-064-2017	1
TLMGAT065	JOHN DEERE	GAT	GAT-065-2022	
Trailer Totals				

#### **EQUIPMENT**

Type		Sage EQ#	# of Pieces
BPB	Backpack Blower	BPB-000-0000	5
CHS	Chainsaw	CH5-000-0000	11
CHP	Chipper	CHP-000-0000	2
HHB	Handheld Blower	HHB-000-0000	2
HTR	Hedge Trimmer	HTR-000-0000	
PCS	Pole Chainsaw	PCS-000-0000	10
PMW	Push Mower	PMW-000-0000	
RMW	Riding Mower	RMW-000-0000	
TRC	Tractor	TRC-000-0000	1
STE	Stick Edger	STE-000-0000	
WDE	Weedeater	WDE-000-0000	16
Equipment 1	[otal		

**EXHIBIT C: QUESTIONAIRE** 



Request for Proposal Landscape and vegetation management services Solicitation No. RFP 24000257



- b.) Equipment Breakdown: AAA Landscape's Fleet Manager maintains and supplies all our equipment needs on a 24-hour basis. Our fleet is set up for contingencies such as breakdowns of vehicles and equipment. Our shop has loaners on hand to ensure that our crews are able to complete their tasks on a daily basis. Using the Align Platform allows us to track all our equipment with regards to repairs status and life of equipment for easier decision making on replacing equipment.
- c.) Scheduling: The scheduling of work is meticulously coordinated with the county representative every morning and adjusted as needed throughout the day. This ensures that all tasks are aligned with project requirements and timelines. The county representative submits daily pictures and specific work requests to AAA Landscape, providing clear direction and visual confirmation of site conditions. Upon receiving this information, the Superintendent reviews and prioritizes the tasks, then delegates responsibilities to the crews through the Crew Leads. This structured approach ensures efficient communication, timely task completion, and the flexibility to adapt to any changes or urgent needs that may arise during the day.
- d.) Quality Control Assurance: Before and after pictures, work orders, day cards, daily Reports, chemical application reports, and any other documentation requested is submitted daily. Flexibility in documentation is also important, as other documents may be requested by stakeholders or regulatory bodies. Maintaining open communication with stakeholders allows for the creation and submission of any additional documentation as needed, enhancing transparency and trust. If requested the Superintendent is also available for site walks with Pima County Representative.

**EXHIBIT C: QUESTIONAIRE** 



#### Request for Proposal Landscape and vegetation management services Solicitation No. RFP 24000257



#### 7.5 Local Presence and Community Involvement

AAA Landscape, founded in 1975, has a strong presence in the Tucson area. Our reputation is built on excellent client relationships, product knowledge, and successful project delivery.

AAA Landscape's community involvement extends beyond mere participation. By actively engaging with all local Chambers and associations including, Tucson Chamber of Commerce, Oro Valley Chamber of Commerce, Hispanic Chamber of Commerce and Marana Chamber of Commerce and other associations including Metropolitan Pima Alliance, Southern Arizona Home Builders Association, Arizona Construction Trades, Community Associations Institute and Arizona Association of Community Managers, we contribute to shaping the community. Our presence in these chambers and associations allows us to collaborate with other businesses, advocate for policies that benefit the community, and foster economic growth. Through these efforts, AAA Landscape not only demonstrates commitment but also actively influences the development and well-being of the Tucson area.

The College of Architecture and Landscape Architecture (CALA) is an essential part of the University of Arizona. It plays a crucial role in educating future architects, landscape architects, and urban planners. As for AAA Landscape's involvement, they have contributed to and continue to maintain the Sonoran Laboratory. This facility likely serves as a practical learning environment for students, allowing them to explore landscape design, sustainable practices, and the unique challenges of working in the Sonoran Desert ecosystem. By supporting this laboratory, AAA Landscape demonstrates its commitment to education, research, and the local landscape community.

As for hiring, AAA Landscape prioritizes local workforce development. Our vision is to build happy relationships with clients, the community, and employees while improving the environment and preserving the planet for future generations. Our goal is to hire local talent and grow it from within to support the community and ensure project success.

# **EXHIBIT D**ROUTINE MAINTENANCE LOCATIONS AND LIMITS

ITEM	LOCATIONS	FROM and TO	CENTERLINE MILES ONLY
1.	Palo Verde Rd.	460 ft. S of 31st to 44th St., median and shoulders Veterans Memorial PALO VERDE OVERPASS	1.4 mi.
2.	Aviation HWY	From the Veterans Memorial Underpass to W side of Alvernon Way/ Contractor Way bridge medians and shoulders	0.39 mí.
3.	Ajo HWY	From Alvernon Way to Country Club, medians, and shoulders	0.98 mí.
4.	Valencia Rd.	From 1,000 feet west of Craycroft Rd to Craycroft Rd, medians and guardrails. NO SHOULDERS	0.16 mi.
5.	Valencia Rd.	From Wilmot Rd to McCulloch Dr., Medians and Shoulders	0.76 mi.
6.	Colossal Cave Rd.	From Trotter Sisters Dr. to Cienega Creek Dr. shoulders only	0.56 mi.
7.	Tanque Verde Rd	From Houghton Rd. to Tanque Verde Acres, median and shoulders	1.32 mí.
8.	Sabino Canyon Rd.	From Tanque Verde Rd. to Cloud Rd., Medians Only and Guardrails	1.27 mi.
9.	Sabino Canyon Rd	From Cloud Rd. to Kolb Rd Medians and Shoulders	0.86 mi.
10.	Sabino Canyon Rd	From Kolb Rd to Summer Set Dr - Medians and Shoulders	0.33 mi.
11.	Kolb Rd.	From Sabino Canyon Rd. to Territory Dr. Shoulders Only Remove evasive weeds only in the Hydro Seed areas From Territory Dr. to Sunrise Dr medians & shoulders.	2.03 mi,
12.	Sunrise Dr.	From 1 median east of Kolb Rd. to Skyline Dr. Medians and Shoulders	5.12 mi
13.	Craycroft Rd.	From River to Paseo Cimmaron, Medians and Shoulders, removal of evasive weeds only	2.81 mi,
14.	Swan Rd.	From 1 median north of Sunrise to southside of Rillito River, medians and shoulders	2.58 mi.
15.	Skyline Dr.	From Skyline Dr. to Pima Canyon Rd., Medians and Shoulders	1.92 ml.
16.	Dodge Blvd.	From Alvernon Way to Fort Lowell Rd., Shoulders Only	0.51 mi,
17.	Alvernon Way	From Dodge to River Rd, Medians Only	0.31 ml.
18.	River Rd.	From River Rd to Cmo Kino, Medians Only	1.10 mì.
19.	1st Ave.	From Calle de los Padres to 550 ft S of Foothills Dr., Medians and Shoulders	1.75 mi.
20.	Ina Rd.	From Oracle Rd to Firenze Dr. and Avenida de Sonya to Pima Canyon Rd, Median and Shoulders	1.5 mi.
21.	Wetmore / Ruthruaff Rd.	From Schaefer Dr. to Calle Harmonia, Medians and Shoulders	1.82 mi.

# EXHIBIT D CONTINUED ROUTINE MAINTENANCE LOCATIONS AND LIMITS

22.	River Rd.	From Pima Wash to Shannon Rd., Medians and Shoulders	3.16 mi.
23.	Orange Grove Rd.	From Cmo de la Tierra to Corona, Medians and Shoulders	1.96 ml.
24.	Ina Rd.	From Paseo del Norte to Canyon Del Oro Bridge, Medians Only	3.29 mi.
25.	Magee Rd.	From Northern Ave. to Shannon Rd., Medians and Shoulders, Hydro Seed areas	3.44 mi.
26.	Cortaro Farms Rd.	From Shannon Rd. to Stargrass Rd, Medians and Shoulders	2.16 mi.
27.	La Canada Dr.	From Rancho Feliz to River Rd. Medians and Shoulders Hydro seed evasive weeds only	5.68 mi.
28.	La Cholla Blvd.	2832 ft S of Lambert Ln. to 823 ft S of Ruthrauff Rd. Medians and Shoulders Hydro seed and evasive weeds only	6.71 mi.
29.	Shannon Rd.	From Ina Rd. to Magee Rd., Medians and Shoulders	0.84 mi.
30.	Thornydale Rd.	From Rudolf Dr. to Cortaro Farms Rd., Medians and Shoulders	1.33 mí.
31.	Sunset Rd.	From I-10 Frontage Rd. to Silverbell Rd., Shoulders Only Hydro Seed areas UNDER CONSTRUCTION	0.55 mi.
32.	Bopp Rd.	From Old Bopp Rd. to Desert Cashe, Medians and Shoulders	0,46 mi.
33.	Mission Rd.	930 ft S of Ajo Way to Holladay St., Medians and Shoulders	1.9 mi.
34.	Valencia Rd.	From 1960 ft. E of Mission Rd to Cardinal Ave, Medians Only	1.01 mi.
35.	Valencia Rd.	From Cardinal Ave to Ajo HWY, Medians and Shoulders Hydro Seed only evasive weeds	8.26 mi.
36.	Cm. de Oeste	From Valencia Rd. to W. Tetakusim Rd. West Shoulder Only along walkway Hydro Seed area	1.22 ml.
37.	Abrego Dr.	From 350 ft. N of Calle Herbosa to Santa Rebecca Medians Only	4.16 mi.
38.	La Canada Dr.	From Calle de las Tiendas to 3 medians south of Continental, Medians Only	3.40 mi.
39.	La Canoa	From La Canada to 4,320 feet east of La Canada (end at drainage way), Medians Only	0.82 mi.
40.	La Canoa	From Duval Rd to 2,800 feet south of Duval Rd (end at drainageway), Medians Only	0.53 mi.
41.	Esperanza Blvd.	From I-19 to Desert Bell, Medians and Shoulders	0.71 mi.
42.	Continental Blvd.	From just west of Abrego Dr. (Santa Cruz River) to La Canada Dr., Median and Shoulders	1.32 mi.
		From La Canada to Cmo del Sol, Medians Only, and the Roundabout at Cmo del Sol and Continental Rd	
43.	Cmo del Sol	From Placita Salubre to Calle Tres, Medians Only	3.61 mi.

#### Exhibit E - Living Wage (2 pages)

#### Living Wage Requirement

This solicitation is subject to the Pima County living wage requirements as provided in the Pima County Procurement Code section 11.38 which specifies that a living wage requirement be included in County contracts for specific services.

Contractors entering into eligible contracts with Pima County for the covered services shall pay a living wage to their eligible employees for the hours expended providing services to Pima County. Eligible employees shall receive a wage not less than \$16.00 per hour. A contractor may pay its eligible employees a wage of no less than \$14.35 per hour if the contractor provides health benefits with a monthly value at least as high as the difference between that wage and a monthly wage based on \$16.00 per hour. A copy of section 11.38 of the Procurement Code is attached for your review and complete compliance. Contractors shall include all costs necessary for complete compliance to the living wage requirement.

In bid preparation, Contractors will need to consider the possibility of increased administrative costs. The following is a brief description of key Living Wage reporting requirements. These are not limited to but include:

One time reports: Due at the beginning term of each contract/renewal

- ->Payroll calendar
- -> Certificate of Living Wage Payments Form
- -> Master Listing of employees eligible to work on Pima County jobs
- ->Listing of Subcontractors to be used (if applicable)

<u>Staffing Plans, Including Subcontractors</u> (work schedules): Due <u>prior</u> to work performed to enable the Compliance Officer to rate check and interview employees; *If there is not sufficient time prior to performing work, then a plan must be submitted as soon as possible after work is performed*:

- -> Name of employee(s) who will be working
- ->Where work is performed
- ->Approximate time-frame work will be performed
- ->Total approximate hours to be worked
- -> Revised plan IF any information changed from the original staffing plan

Payroll Reports: Must be provided to the Compliance Officer 7 days after EVERY pay period

- ->Statement of Compliance
- >Payroll Summary Reports:
- · Name of all employees on a Pima County job
- Total hours worked/rate of pay/gross pay/paycheck number
- · Support documentation for this information
- Signed "Statement of Compliance" even if no payroll performed

<u>Subcontracted Labor (if applicable)</u>: Packets are required to be submitted to Pima County's Compliance Officer as soon as the Subcontractor is issued payment. This includes:

- ->A letter signed by subcontractor indicating that laborers associated with the work billed on their attached invoice were paid at or above the Living Wage required rate
- ->the check # and date which this invoice was paid should be noted
- ->Attach the appropriate staffing plans (work schedules) of the subcontractor to this invoice. The subcontractor employee payroll check# needs to be noted beside their employee (s) name



#### PROCUREMENT

150 W. CONGRESS ST., 5th FLOOR TUCSON, ARIZONA 85701 TELEPHONE (520) 724-8161, FAX (520) 724-3646

## <u>CERTIFICATION OF LIVING WAGE PAYMENTS</u> <u>Effective upon contract renewal in 2024</u>

This firm certifies that it will meet all specifications, terms, and conditions contained in the Living Wage Contract Ordinance; <u>AND</u> that if labor is subcontracted, subcontractors will be held to the exact terms that are required of this firm.

avant fating that are reduced of this little.
Yes 🚺 No 🔲 If no, you must explain all deviations in writing.
Company Name: Underwood Bros., Inc, dba AAA Landscape
Description of Services: Landscape Management
Job Location: Pima County
(PLEASE CHECK ONE(S) THAT APPLY)  I do hereby agree to pay all eligible employees working on the above listed contract at least sixteen dollars and zero cents (\$16.00) per hour.
AND/OR  I do hereby agree to pay all eligible employees working on the above contract a wage of no less than fourteen dollars and thirty-five cents (\$14.35) per hour and provide health benefits with a monthly value at least as high as the difference between a monthly wage based on sixteen dollars and zero cents (\$16.00) per hour and the requested monthly wage if no less than fourteen dollars and thirty-five cents (\$14.35) per hour. In essence, the employer paid portion of benefits must have a monthly value of two-hundred eighty-five dollars and ninety-nine cents (\$285.99). This equals the one dollar and sixty-five cents (\$1.65) per hour difference.
Providers Name: Cigna
Address: PO Box 188061 Cattanooga, TN 37422
Phone: (866) 494-2111 Fax:
Plan or Program Number: 00167298 Type of Benefit: Medical Value Plan
Total premium paid per month: \$61.55 Amount paid by employee: \$162.50
(Attach pages if needed for additional providers)
COMPANY NAME: Underwood Bros., Inc. dba AAA Landscape
AUTHORIZED SIGNATURE: Sug Seulon DATE: 6/26/24
Greg Gaston
PRINTED NAME CFO
TITLE OF AUTHORIZED

Revised 10/26/2023

No	Description	UOM	Quote Type	Price	Quantity	Tot	al Cost
	Superintendent w/Pick Up Truck and cell						
1	phone	Hour	Bid	\$ 46.37	2,000.00	\$	92,740.00
2	Crew Leader w/ 4 x 4 Pick Up Truck, Truck Mou	Hour	Bid	\$ 29.50	8,000.00	\$	236,000.00
3	Vegetation Management Laborer	Hour	Bid	\$ 29.50	40,000.00	\$	1,180,000.00
4	Certified Applicaator with Vehicle	Hour	Bid	\$ 36.89	4,000.00	\$	147,560.00
	Mowing Equipment Operator w/ mower,						
	equipment,						
5	and supplies	Acre	Bid	\$ 36.89	800	\$	29,512.00
6	Irrigation Maintenance Technician w/ Vehicle	Hour	Bid	\$ 36.89	100	\$	3,689.00
	Palm Tree Maintenance Technician w. tools						
7	and equipment	Hour	Bid	\$ 36.89	80	\$	2,951.20
8	Aborist Certified I.S.A	Hour	Bid	\$ 46.37	100	\$	4,637.00
	Trailer Mounted Chipper w/ minimum 4" tree						
9	limb capacity	Hour	Bid	\$ 40.79	4,000.00	\$	163,160.00
11	Storm and Accident Damage	Hour	Bid	\$ 29.50	80	\$	2,360.00
12	Portal to Portal, Ajo, AZ Round Trip	Each	Bid	\$ 367.90	10	\$	3,679.00
13	Cost per mile to perform "Shoulder	Mile	Bid	\$ 1,770.00	1	\$	1,770.00
14	Cost per mile to perform "Median	Mile	Bid	\$ 1,770.00	1	\$	1,770.00
	Cost per mile to perform litter pick up only (1						
15		Mile	Bid	\$ 885.00	1	\$	885.00
	Cost per acre to perform litter pick up only (1						
16	acre minimum)	Acre	Bid	\$ 1,770.00	1	\$	1,770.00
17	Location #1 Routine Maintenance	Mile	Bid	\$ 1,770.00	4.2	\$	7,434.00
18	Location #2 Routine Maintenance	Mile	Bid	\$ 1,770.00	1.17	\$	2,070.90
19	Location #3 Routine Maintenance	Mile	Bid	\$ 1,770.00	2.94	\$	5,203.80
20	Location #4 Routine Maintenance	Mile	Bid	\$ 1,770.00	0.32	\$	566.40
21	Location #5 Routine Maintenance	Mile	Bid	\$ 1,770.00	2.28	\$	4,035.60
22	Location #6 Routine Maintenance	Mile	Bid	\$ 1,770.00	1.12	\$	1,982.40
23	Location #7 Routine Maintenance	Mile	Bid	\$ 1,770.00	3.96	\$	7,009.20
24	Location #8 Routine Maintenance	Mile	Bid	\$ 1,770.00	2.54	\$	4,495.80
25	Location #9 Routine Maintenance	Mile	Bid	\$ 1,770.00	2.58	\$	4,566.60
26	Location #10 Routine Maintenance	Mile	Bid	\$ 1,770.00	1	\$	1,770.00
27	Location #11 Routine Maintenance	Mile	Bid	\$ 1,770.00	6.09	\$	10,779.30
28	Location #12 Routine Maintenance	Mile	Bid	\$ 1,770.00	15.36	\$	27,187.20
29	Location #13 Routine Maintenance	Mile	Bid	\$ 1,770.00	8.43	\$	14,921.10
30	Location #14 Routine Maintenance	Mile	Bid	\$ 1,770.00	7.74	\$	13,699.80
31	Location #15 Routine Maintenance	Mile	Bid	\$ 1,770.00	5.76	\$	10,195.20
32	Location #16 Routine Maintenance	Mile	Bid	\$ 1,770.00	1.02	\$	1,805.40
33	Location #17 Routine Maintenance	Mile	Bid	\$ 1,770.00	0.31	\$	548.70
34	Location #18 Routine Maintenance	Mile	Bid	\$ 1,770.00	1.1	\$	1,947.00
35	Location #19 Routine Maintenance	Mile	Bid	\$ 1,770.00	5.25	\$	9,292.50
36	Location #20 Routine Maintenance	Mile	Bid	\$ 1,770.00	4.5	\$	7,965.00
37	Location #21 Routine Maintenance	Mile	Bid	\$ 1,770.00	5.46	\$	9,664.20
38	Location #22 Routine Maintenance	Mile	Bid	\$ 1,770.00	9.48	\$	16,779.60

39	Location #23 Routine Maintenance	Mile	Bid	\$ 1,770.00	5.88	\$ 10,407.60
40	Location #24 Routine Maintenance	Mile	Bid	\$ 1,770.00	3.29	\$ 5,823.30
41	Location #25 Routine Maintenance	Mile	Bid	\$ 1,770.00	10.32	\$ 18,266.40
42	Location #26 Routine Maintenance	Mile	Bid	\$ 1,770.00	6.48	\$ 11,469.60
43	Location #27 Routine Maintenance	Mile	Bid	\$ 1,770.00	17.04	\$ 30,160.80
44	Location #28 Routine Maintenance	Mile	Bid	\$ 1,770.00	20.13	\$ 35,630.10
45	Location #29 Routine Maintenance	Mile	Bid	\$ 1,770.00	2.52	\$ 4,460.40
46	Location #30 Routine Maintenance	Mile	Bid	\$ 1,770.00	3.99	\$ 7,062.30
47	Location #31 Routine Maintenance	Mile	Bid	\$ 1,770.00	0.55	\$ 973.50
48	Location #32 Routine Maintenance	Mile	Bid	\$ 1,770.00	1.38	\$ 2,442.60
49	Location #33 Routine Maintenance	Mile	Bid	\$ 1,770.00	5.7	\$ 10,089.00
50	Location #34 Routine Maintenance	Mile	Bid	\$ 1,770.00	1.01	\$ 1,787.70
51	Location #35 Routine Maintenance	Mile	Bid	\$ 1,770.00	24.78	\$ 43,860.60
52	Location #36 Routine Maintenance	Mile	Bid	\$ 1,770.00	1.22	\$ 2,159.40
53	Location #37 Routine Maintenance	Mile	Bid	\$ 1,770.00	4.16	\$ 7,363.20
54	Location #38 Routine Maintenance	Mile	Bid	\$ 1,770.00	3.4	\$ 6,018.00
55	Location #39 Routine Maintenance	Mile	Bid	\$ 1,770.00	0.82	\$ 1,451.40
56	Location #40 Routine Maintenance	Mile	Bid	\$ 1,770.00	0.53	\$ 938.10
57	Location #41 Routine Maintenance	Mile	Bid	\$ 1,770.00	2.13	\$ 3,770.10
58	Location #42 Routine Maintenance	Mile	Bid	\$ 1,770.00	3.96	\$ 7,009.20
59	Location #43 Routine Maintenance	Mile	Bid	\$ 1,770.00	3.61	\$ 6,389.70
60	Driver & Dump Truck 12 Cubic Yards	Hour	Bid	\$ 34.50	6,000.00	\$ 207,000.00