



BOARD OF SUPERVISORS AGENDA ITEM REPORT
AWARDS / CONTRACTS / GRANTS

Award Contract Grant

Requested Board Meeting Date: September 17, 2024

* = Mandatory, information must be provided

or Procurement Director Award: []

*Contractor/Vendor Name/Grantor (DBA):

Group A: Underwood Brothers Inc (Headquarters: Phoenix, AZ)
Group B: CDK Design, LLC (Headquarters: Tucson, AZ)

*Project Title/Description:

Landscape Maintenance and Repair Services

*Purpose:

Award: Supplier Contracts: See Below. These contracts are for an initial term of one (1) year in the total annual award amount of \$1,320,000.00 (including sales tax) and includes four (4) one-year renewal options.
Administering Department: Facilities Management.

Table with 3 columns: Group, Supplier Contract, Annual Award Amount. Rows include Underwood Brothers Inc and CDK Design, LLC.

*Procurement Method:

Pursuant to Pima County Procurement Code 11.12.020, Competitive sealed proposals, Solicitation No. RFP-24000243 was conducted. Two (2) responses were received. Award is to the responsive and responsible Proposers based in the best interest of the County.

PRCUID: 527913

Attachments: Notice of Recommendation for Award and Supplier Contracts

*Program Goals/Predicted Outcomes:

To provide professional commercial grade landscape services for Pima County properties including repairs to irrigation systems as needed.

*Public Benefit:

Well maintained properties that are safe and visually appealing to the public who visit. The establishment of a maintenance contract with fixed pricing rates will be a cost-saving benefit to the County taxpayers. Routine testing and repairs to irrigation systems will prevent unnecessary waste of water resources.

*Metrics Available to Measure Performance:

Facilities Management Contract Services division performs routine inspections and provides oversight for all landscaping requirements. Invoices will be checked for accuracy and compliance to contract pricing.

*Retroactive:

No.

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

Contract / Award Information

Document Type: SC Commencement Department Code: PO Contract Number (i.e., 15-123): 24-2235 & 24-2236
Date: 09/17/24 Termination Date: 09/16/25 Prior Contract Number (Synergen/CMS):
Expense Amount \$ 1,320,000.00 * Revenue Amount: \$

*Funding Source(s) required: General Fund

Funding from General Fund? Yes No If Yes \$ % 100
Contract is fully or partially funded with Federal Funds? Yes No
If Yes, is the Contract to a vendor or subrecipient?
Were insurance or indemnity clauses modified? Yes No
If Yes, attach Risk's approval.
Vendor is using a Social Security Number? Yes No
If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

Document Type: Department Code: Contract Number (i.e., 15-123):
Amendment No.: AMS Version No.:
Commencement Date: New Termination Date:
Prior Contract No. (Synergen/CMS):
Expense Revenue Increase Decrease
Amount This Amendment: \$
Is there revenue included? Yes No If Yes \$
*Funding Source(s) required:
Funding from General Fund? Yes No If Yes \$ %

Grant/Amendment Information (for grants acceptance and awards)

Award Amendment

Document Type: Department Code: Grant Number (i.e., 15-123):
Commencement Date: Termination Date: Amendment Number:
Match Amount: \$ Revenue Amount: \$
*All Funding Source(s) required:
*Match funding from General Fund? Yes No If Yes \$ %
*Match funding from other sources? Yes No If Yes \$ %
*Funding Source:

*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?

Contact: Procurement Officer: Ladd Lyons Digitally signed by Ladd Lyons Date: 2024.07.29 08:50:36 -07'00' Division Manager: Ana Wilber Digitally signed by Ana Wilber Date: 2024.07.31 14:56:30 -07'00'
Department: Procurement Director: Terri Spencer Digitally signed by Terri Spencer Date: 2024.08.01 08:24:36 -07'00' Telephone: 520-724-3730
Department Director Signature: Tony Cisneros Digitally signed by Tony Cisneros Date: 2024.08.01 09:22:54 -07'00' Date:
Deputy County Administrator Signature: Date: 8-22-24
County Administrator Signature: Date: 8-22-24



NOTICE OF RECOMMENDATION FOR AWARD

Date of Issue: August 1, 2024

The Procurement Department hereby issues formal notice to respondents to Solicitation No. RFP-24000243 for Landscape Maintenance and Repair Services that the following listed respondents 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 Proposers based in the best interest of the County.

AWARDED

Group A - Underwood Brothers Inc
Group B - CDK Design, LLC

ANNUAL AWARD AMOUNT

\$1,000,00.00
\$320,000.00

OTHER RESPONDENT NAMES

None.

Issued by: Ladd Lyons, Procurement Officer

Telephone Number: 520-724-3730

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.

PIMA COUNTY

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

**Supplier Contract**

Contract Number	SC2400002236
Contract Start Date	09-17-2024
Contract End Date	09-16-2025
Payment Type	Warrant/Check
Buyer	Ladd Lyons
Phone Number	
Email	

Page

1 of 3

Supplier:	Contract Name:
CDK Design, LLC 2002 E 13th St Tucson, AZ 85719	24-243 Landscape Maintenance and Repair Services - Group B

Supplier Contact and Payment Terms: Phone: +1 (520) 4191417 Email: ronkirk@arcadia-landscape.com Terms: Days:	Shipping Method	Delivery Type	FOB
	Vendor Method	Standard Ground	FOB Dest, Freight Prepaid
	Currency	NTE Amount	Used Amount
	USD	320,000.00	0.00

Contract/Amendment Description:

This Supplier Contract is for an initial term of one (1) year in the annual award amount of \$320,000.00 (including sales tax) and includes four (4) one-year renewal options.

Attachment: Offer Agreement

Catalog Items:						
Line #	Item Description	UOM	Unit Price	Stock Code	MPN/VPN	
1	Arivaca Wastewater Facility	Each	192.63			
2	Avra Valley Wastewater Facility 10000 W. Snyder Hill	Each	513.68			
3	Chemical weed Control (Post Emergent) Outside of Regular Services	Square Foot	0.02			
4	Chemical weed Control (Pre Emergent) Outside of Regular Services	Square Foot	0.01			
5	Chilean Mesquite 5 gal.	Each	13.00			
6	Continental Ranch Wastewater Facility 10040 N. Coachline	Each	210.00			
7	Corona De Tucson Wastewater Facility 1100 W. Sahuarita Rd	Each	385.26			

This Supplier Contract incorporates the attached documents, and by reference all instructions, Standard Terms and Conditions, Special Terms and Conditions, and requirements that are included in or referenced by the solicitation documents used to establish this contract. All transactions and conduct are required to conform to these documents.

PIMA COUNTY

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

**Supplier Contract**

Contract Number	SC2400002236
Contract Start Date	09-17-2024
Contract End Date	09-16-2025
Payment Type	Warrant/Check
Buyer	Ladd Lyons
Phone Number	
Email	

Page

2 of 3

Catalog Items:

Line #	Item Description	UOM	Unit Price	Stock Code	MPN/VPN
8	Decomposed Granite 1/2" Apache Red or Equiv.	Ton	120.00		
9	Desert Marigold 1 Gal.	Each	6.00		
10	Desert Willow 10 Gal	Each	26.00		
11	Fairy Duster 1 Gal.	Each	6.00		
12	Green Valley Wastewater Facility 2201 N. Old Nogales Hwy	Each	299.64		
13	Hardscape and Drainage Design Services	Hour	50.00		
14	Irrigation Repair Specialist	Hour	52.00		
15	Landscape Laborer	Hour	37.00		
16	Landscape Supervisor	Hour	52.00		
17	Lantana 1 Gal.	Each	6.00		
18	Large Parcel Cleanup. Brushing, Clearing and Trash/Debris	Hour	37.00		
19	Mt. Lemmon Wastewater Facility 12633 N. Sabino Canyon Park	Each	278.20		
20	Palm Tree Trimming services	Hour	180.00		
21	Randolph Park Wastewater Facility 3805 E. 22nd St	Each	192.63		
22	Reject Sand	Ton	90.00		
23	Rip Rap Stone 6"+ -	Ton	130.00		
24	Salvia 1 gal.	Each	6.00		
25	Sub Regional Facilities 4527 W. Walker Rd	Each	107.02		
26	Texas Ebony 5 Gal.	Each	13.00		
27	Texas Ranger 5 Gal.	Each	13.00		
28	Top Soil	Ton	130.00		
29	Tree Removal 16ft to 30 ft.	Each	675.00		
30	Tree removal 8ft or less	Each	85.00		

This Supplier Contract incorporates the attached documents, and by reference all instructions, Standard Terms and Conditions, Special Terms and Conditions, and requirements that are included in or referenced by the solicitation documents used to establish this contract. All transactions and conduct are required to conform to these documents.



Contract Number	SC2400002236
Contract Start Date	09-17-2024
Contract End Date	09-16-2025
Payment Type	Warrant/Check
Buyer	Ladd Lyons
Phone Number	
Email	

Catalog Items:

Line #	Item Description	UOM	Unit Price	Stock Code	MPN/VPN
31	Tree removal 9ft to 15ft.	Each	445.00		
32	Tree Services Trimming and Thinning above 8'	Hour	150.00		
33	Tres Rios Wastewater Treatment Facility 7101 N. Casa Grande Hwy	Each	2,200.00		
34	Water Campus (ROMP) 2955 W. Calle Agua Nueva Bldg	Each	599.29		
35	Yellow Bells 5 Gal.	Each	13.00		

This Supplier Contract incorporates the attached documents, and by reference all instructions, Standard Terms and Conditions, Special Terms and Conditions, and requirements that are included in or referenced by the solicitation documents used to establish this contract. All transactions and conduct are required to conform to these documents.

OFFER AGREEMENT

1. PURPOSE

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

The established Supplier Contract will identify the Contractor to provide the required items as designated by the following groups:

Group A: Miscellaneous County Sites, Library Sites, and Sheriff Sites

- Group A1 - Misc. County Sites – REGULAR MAINTENANCE
- Group A2 - Misc. County Sites - NON-SCHEDULED SERVICES
- Group A3 - Misc. County Sites - PLANTS & MATERIALS
- Group A4 - Library Sites - REGULAR MAINTENANCE
- Group A5 - Library Sites - NON-SCHEDULED SERVICES
- Group A6 - Library Sites - PLANTS & MATERIALS
- Group A7 - Sheriff Sites - REGULAR MAINTENANCE
- Group A8 - Sheriff Sites - NON-SCHEDULED SERVICES
- Group A9 - Sheriff Sites - PLANTS & MATERIALS

Group B: Wastewater Facility Sites

- Group B1 - Wastewater Sites - REGULAR MAINTENANCE
- Group B2 - Wastewater Sites - NON-SCHEDULED SERVICES
- Group B3 - Wastewater Sites - PLANTS & MATERIALS

2. CONTRACT TERM, RENEWALS, EXTENSIONS and REVISIONS

The Supplier Contract 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 Supplier Contract 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 Work (11 pages)
- B. See Exhibit B – Minimum Qualifications Verification (1 page)
- C. See Exhibit C – Questionnaire (1 page)
- D. See Exhibit D – References (2 pages)
- E. See Unit Prices – In Documents and Items tab on BidNet
- F. See Exhibit E – Group A Site Maps
- G. See Exhibit F – Group B Site Maps

5. OFFER ACCEPTANCE & ORDER RELEASES

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

Pursuant to the executed Supplier Contract, 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 Supplier Contract 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 Supplier Contract 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. For this contract, the NTE Amount is shared between each Contractor awarded. The sum total of County payments to all Contractors cannot exceed the established NTE Amount, regardless of the independent total of each Contractor. **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 – 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

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: 0 % if payment tendered within n/a Days as indicated above.

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 <https://www.pima.gov/208/Vendor-Self-Service-System-VSS>.

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-24000243 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.

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, and 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 waiver 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
1	7/2/2024				

15. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION

Is your firm SBE certified as defined by the solicitation's Instructions to Proposers Section 7.1.1? Yes No

(select one)

If Yes, have you included your certification document? Yes No

(select one)

NOTE: If you do not submit the SBE Certification document with your proposal, County will not apply the SBE Preference.

16. PROPOSAL/OFFER CERTIFICATION

CONTRACTOR LEGAL NAME: CDK Design LLC

BUSINESS ALSO KNOWN AS: Arcadia Landscape

MAILING ADDRESS: 2002 E. 13th St.

CITY/STATE/ZIP: Tucson, AZ 85719

REMIT TO ADDRESS: 2002 E. 13th St.

CITY/STATE/ZIP: Tucson, AZ 85719

CONTACT PERSON NAME/TITLE: Ronald Kirk

PHONE: 520-791-0889 FAX: 520-791-0916

CONTACT PERSON EMAIL ADDRESS: ronkirk@arcadia-landscape.com

EMAIL ADDRESS FOR ORDERS & CONTRACTS: laurelb@arcadia-landscape.com

CORPORATE HEADQUARTERS ADDRESS: 2002 E. 13th St.; Tucson, AZ 85719

WEBSITE: arcadia-landscape.com

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 Supplier Contract 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.

SIGNATURE:  DATE: 07/02/2024

Ronald Kirk, Owner/CEO
PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER

PHONE AND EMAIL: 520-791-0889 ronkirk@arcadia-landscape.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 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 Supplier Contract 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 Supplier Contract, 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 Supplier Contract, 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 Supplier Contract, 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 Supplier Contract, 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. 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-APPROPRIATION 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

Disclosure. 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-EXCLUSIVE 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 Supplier Contract, 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: Supplier Contract 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 Supplier Contract, 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 Supplier Contract 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 Supplier Contract and PO, the signed proposal of Contractor and the signed acceptance of County are each an original and together constitute a binding Supplier Contract, if all other requirements for execution are present.

27. AUTHORITY TO CONTRACT

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

28. FULL AND COMPLETE PERFORMANCE

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 Supplier Contract, 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.

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 contemporaneous agreements and understandings, oral or written.

END OF PIMA COUNTY STANDARD TERMS AND CONDITIONS

Exhibit A: SCOPE OF WORK**1. SCOPE OF WORK:**

1.1. Contractor will furnish all supervision, labor, material, equipment, tools, chemicals, and transportation required to maintain Pima County landscapes in a professional, attractive, and healthy condition throughout the year as specified herein. Routine scheduled landscape maintenance shall be performed as called for in this Scope of Work. Additional services will be provided upon request for additional compensation to Contractor. Services should be provided Monday through Friday excluding County observed holidays. Weekend and holiday work may be scheduled under special circumstances when necessary.

2. TECHNICAL SPECIFICATIONS:**2.1. TREE AND SHRUB CARE**

2.2. Tree and shrub pruning up to eight (8) feet in height will be Contractor's responsibility under this contract and will be performed as part of the normal monthly maintenance. Pruning over eight (8) feet will be considered an additional service. Additional services will be required to provide a quote and be invoiced at the contracted rates. Contractor will maintain all trees and shrubs in a healthy, growing condition by performing all necessary operations, including but not limited to the following:

2.2.1. Maintain a large enough water basin around plants so that enough water can be applied to establish moisture throughout the major root zone. During the rainy seasons, Contractor will open basins to allow surface draining away from the root crown where excess water may accumulate.

2.2.2. Fertilize established plants with soluble nitrate fertilizer once in early spring, and once in late spring, or upon request by Facilities Management. CONTRACTOR WILL REPORT ALL FERTILIZATION ACTIVITIES TO PIMA COUNTY FACILITIES MANAGEMENT IN WRITING AND EITHER ATTACHED TO, OR NOTED ON, THE MONTHLY INVOICE WHEN SUCH ACTIVITIES ARE COMPLETED.

2.2.3. Maintain insect and disease control with a legally approved chemical and applied by certified landscape applicators (as approved by the State of Arizona Structure Pest Control Board).

2.2.4. Prune trees to select and develop permanent scaffold branches that are smaller in diameter than the trunk or branch to which they are attached, which have vertical spacing from the 18 to 48 inches and radial orientation so as not to overlay one another; to eliminate diseased or damaged growth; to reduce toppling and wind damage by thinning out crowns; to maintain growth within space limitations; to maintain a natural appearance; to balance crown with root and move deep foliage.

2.2.5. Under no circumstances will the stripping of lower branches (a raising up of young trees) be permitted. Lower branches will be retained in a tipped back or pinched condition with as much foliage as possible to promote caliper trunk growth (tapered trunk). Lower branches can be stub cut at the trunk only after the tree is able to stand erect without staking or other support.

2.2.6. Evergreen trees will be thinned out and shaped when necessary to prevent wind and storm damage. The primary pruning of deciduous trees will be completed during the dormant season.

2.2.7. All palm trees under eight (8) feet will be trimmed as needed only after flowering in June.

2.2.8. Parking lots will have all branches removed that interfere with the parking of vehicles at each site visit. Contractor will remove all debris.

- 2.2.9. All pruning cuts will be made to lateral branches, stub cuts are not allowed at the trunk or at a lateral branch.
- 2.2.10. Staking and Guying: Contractor will perform a test removal of existing stakes and guys when trees attain a trunk caliper of four (4) inch diameter. If tree is unstable at this time, Contractor will recommend replacement in writing to the County with specific remedy suggestions. Stakes will be installed at an angle to ensure stability. Guy wire must be 1/8" in diameter with turn buckle type coupler and rubber protection where wire is attached to the tree. All stakes will be positioned in a tri-pod pattern for trunks over 1" in diameter and a bi-pod for younger trees, placed approximately three (3) feet from trunk. *Stakes and guy wires on existing trees are not billable items.*
- 2.2.11. Shrubs will be pruned in the same manner as trees. Shrubs will not be clipped into balled or boxed forms unless specifically requested. In late winter/early spring (after potential of freeze/frost has passed), all shrubs will be cut down and thinned to a level appropriate for the site or by the shrub type or as requested by County Facilities Management. Shrubs will be cut to 24" above grade unless otherwise specified by Pima County Contract Services personnel. At no time will shrubs be allowed to be taller than 60" in height. This will be considered part of the regular maintenance plan and is not chargeable beyond the regular monthly maintenance charges. Special requests for removal or thinning of shrubs beyond normal maintenance as determined by Pima County Facilities Management will be made on an as needed basis and will be done as an additional service which is chargeable at the contracted rates.
- 2.2.12. Tree(s)/Shrub(s) in a state of decline will be brought to the attention of the County immediately. Contractor will submit a *bid proposal to County for replacement.*
- 2.2.13. Remove all debris and trash within the site areas to include street curbs, parking lots, or driveways. This includes weeds/grass growing through cracks in concrete or asphalt or gaps in these areas.
- 2.2.14. Contractor will immediately notify County Contract Services Manager of any homeless camp activity, when discovered. This may be initiated by email or phone call for immediate remedy while Contractor is at the site to avoid having to make an additional trip. Small items such as food, clothing, food/drink packaging that can be gathered into a 55-gal trash container should be removed at no additional cost and considered part of regular maintenance. Large amounts of items (exceeding what would fit into a 55-gal trash container) will be chargeable at the contracted rates. Additional charges for this type of cleanup will be allowable once an estimate from Contractor is provided and approved by County. Contractor will take extra precautions and have staff sufficiently trained to work safely in these situations.
- 2.2.15. Tree removal will include removal and disposal of all tree material, grinding of stump below grade, and chemical treatment of stump to prohibit future growth. The contractor will invoice tree removal based on size of tree per contracted rates. All tree removals will require approval from the Contract Services Manager.
- 2.2.16. Contractor will provide a quote for tree trimming above eight (8) feet including palm tree trimming by the man-hour according to the contracted price established. Quotes must include cost of all equipment and services (lift, special tools, disposal, etc.).
- 2.2.17. Removal of trees larger than 30 ft tall will be as an open bid. County reserves the right to obtain multiple bids from other Landscape Contractors in this situation.

2.3. GROUND COVER

- 2.3.1. At all sites, including locked enclosure areas and open terrain, will be kept in a healthy well-maintained condition. Areas in a state of decline will be brought to the attention of the County Contract Services Manager and appropriate measures will be implemented to correct the issue(s). Weeds will be controlled with pre/post-emergent herbicides (see Section 2.4) or removed manually at each site visit. Pre/post-emergent herbicide is not a billable item except at sites not specially listed in the agreed upon contract. Contractor will provide a quote to County for weed control for sites not listed on monthly maintenance contract. If approved, County will provide notice to proceed in writing; only then will Contractor proceed with services. Weeds and undesirable plants will be removed and chemically treated within the boundaries for each site (see Exhibit E – Group A Site Maps & Exhibit F – Group B Site Maps) this will include easement areas up to and including the sidewalk and curb areas adjacent to County property as well as all fence lines to enhance the overall appearance of each property.
- 2.3.2. Contractor will apply four (4) pounds of nitrogen per 1,000 square feet in two (2) or four (4) applications during the first year of a new growth or if ground cover is nitrogen starved (at County's discretion, Facilities Management shall exercise this determination if Contractor fails to ascertain nitrogen starved conditions). One application should be in early spring when growth begins. Reduce to three (3) pounds nitrogen in following years or as needed to maintain vigorous growth and good color.
- 2.3.3. Contractor will water enough that moisture penetrates throughout the root zone, and only as frequently as necessary to maintain healthy growth. A ground-cleared circle of 18" to 24" in diameter should be maintained at base of trees to reduce competition for nutrients by ground cover.
- 2.3.4. Contractor will edge ground cover to keep in bounds and off walkways and sidewalks, and trim top growth as necessary to achieve overall even appearance. Every two-years ground cover will be trimmed to four (4) inches above ground level to renew growth and improve density and attractiveness.
- 2.3.5. Contractor will control insects and diseases as necessary, using approved chemicals. List of chemicals will be provided to Contract Services Manager upon request. Contractor will keep shrubs, bushes, hedges and other plants clear of spider webs and any other insects that can hinder healthy growth. Contractor will clear the entire area of dead foliage under shrubs, trash and any undesirable plant or weeds at each site visit.
- 2.3.6. Contractor will bring ground cover in a state of decline to the attention of the County immediately, in writing. Failure of Contractor to document and communicate such decline to County, with subsequent death of ground cover will be Contractor's responsibility to replace dead ground cover and bring it to a condition acceptable to County.
- 2.4. LAWNS
- 2.4.1. Contractor will mow upright grasses such as Bluegrass and Ryegrass to a maximum height of two inches in warm weather and one and one-half inches (1 ½") during the rainy season. Other grasses such as Bermuda grass, will be mowed to a height of one and one-half (1 ½"). Mowing will be done at least every seven days during Spring and Summer seasons and as needed during other seasons. Contractor will trim lawn edges at least twice monthly or as needed for a neat appearance. Grass clippings from mowing will NOT be caught and removed unless they are too unsightly for the location or are lying in swaths which might damage the lawn.
- 2.4.2. Contractor will water lawns at such frequency as weather conditions require to replenish soil moisture below the root zone. Watering schedules should be set for nighttime watering. Normally, a total of two inches of water are needed weekly in hot weather, but not to be watered all at one time. Where possible, water runoff across pavements and onto gutters

must be avoided. ADJUST WATERING SCHEDULE SEASONALLY AND REPORT ADJUSTMENTS TO THE COUNTY IN WRITING EACH TIME.

- 2.4.3. Contractor will hand clip or power weed around sprinkler heads to allow for proper watering. Lawn edging will be performed at each site visit at the edges of sidewalks, walkways, paving block, or landscape separators (concrete curbing, brick, bender board, etc. that separates lawn from other landscape growth or granite).
- 2.4.4. Contractor will fertilize lawns at no additional cost to County with a total of four (4) to six (6) pounds of actual nitrogen per 1,000 square feet of area each year. The number of applications will be dependent on the type of nitrogen used, e.g. one to two applications of a slow-release fertilizer and four to six applications for readily soluble fertilizers such as ammonium nitrate (33-0-0), calcium nitrate (15-0-0), or ammonium sulfate (21-0-0). Lawn fertilizer that contains pre-emergent can be used on County lawns. Contractor must provide a fertilization schedule to County. REPORT ALL FERTILIZATION ACTIVITIES TO COUNTY IN WRITING WHEN SUCH ACTIVITIES ARE COMPLETED. Lawn care will include a one-time per year aeration of lawns in early spring or as recommended by Contractor's lawn care experts. Manual or machine aeration is acceptable. Contractor will provide additional aeration of lawns upon request at additional cost to County. County will request a quote from Contractor for additional services. Damages to irrigation system in any way during this process will be the responsibility of Contractor to correct solely at Contractor's cost and to the full satisfaction of County.
- 2.4.5. Contractor will keep lawns full and healthy. When sparse, Contractor will institute corrective measures by seeding, fertilization, and supplemental watering. Exception to this requirement are areas where grass is unable to grow, such as highly shaded areas. County reserves the right to verify this condition upon notification by Contractor. *Seasonal lawns should be kept full and healthy during the months of April to October or until dormant period begins.*
- 2.4.6. If needed, Contractor will control broadleaf weeds with approved herbicides. Contractor will provide a list of herbicides and the application rates upon request. In areas where weeds have infested a lawn, Contractor will apply a selective post emergent herbicide as soon as possible. Contractor will be responsible for the removal of weeds from all lawns.
- 2.4.7. Contractor will include over seeding of lawns in Winter (perennial rye) if requested by County. Winter lawns will be required in rare circumstances. See Section 2.10.1

2.5. WEED CONTROL

- 2.5.1. Contractor will be responsible for weed control at all sites. This will include the chemical treatment of, AND the physical removal of all weeds located in and around the site including public easement areas such as sidewalks and street curbs (including in cracks and seams of sidewalks and street curbs). Weed growth will be monitored by Contractor on each of their regularly scheduled site visits and appropriate action taken.
- 2.5.2. County defines Weeds as: A plant that is not valued where it is growing and is usually of aggressive growth; one that tends to overgrow or choke out more desirable plants. Examples are, but not limited to; grass that is overgrown in and around a small shrub, grass or weeds coming through cracks or edges of asphalt, any culvert, basin, or drainage channel within the property boundaries. Nut grass, foxtail, spurge, or dandelion growing in granite areas or grass areas are considered weeds. Tamarisk (salt Cedar) is an invasive species and should reported to County and removed any time they are encountered.
- 2.5.3. Contractor will provide current SDS sheets to Pima County Contract Services for any chemical used at/on County sites. Due to DEQ requirements, all chemicals applied to

RWRD (Wastewater) Treatment Facilities be provided in advance for approval. Contractor will submit the list including current SDS to the County for approval prior to application.

2.5.4. Contractor must comply with applicable federal, state, and local laws, regulations, standards, and ordinances pertaining to health, safety and environmental protection for all chemicals, application techniques and processes.

2.6. IRRIGATION SYSTEMS

2.6.1. Contractor is required to manually cycle all sprinkler/irrigation systems at least once a month using the controller at each of the county sites as listed. This will ensure the system is operational, and leaks or defects to the system are identified. This will also require a walk of the site, checking sprinkler heads, emitters, and bubblers. All heads are to be adjusted for unimpeded coverage. Contractor will be given keyed access to control boxes.

2.6.2. If a site utilizes manual valves for the irrigation system. Contractor may be asked to submit a cost to convert the system to automatic for approval.

2.6.3. If during testing of an irrigation system it is discovered that repairs are needed, Contractor is automatically approved to make repairs if cost is not expected to exceed \$150.00. Contractor must provide a before and after photo of all irrigation repairs that fall under the \$150.00 preauthorized limit or invoice may not be approved for payment. In the event estimated costs exceed this amount, Contractor must notify the Contract Services Manager with an estimate for repairs. Estimates will provide a breakdown of parts and estimated labor. All repairs exceeding this amount will require written authorization from County prior to Contractor performing the repair.

2.6.4. All irrigation repairs will be invoiced separate from the regular monthly invoice and will include before and after photos, itemized part list and labor breakdown to include dates and times. Any repair invoices that do not include the required photos will be sent back to Contractor and the invoice date will be adjusted to the date Contractor sends revised invoice to County. County reserves the right to perform irrigation repairs using County employees, at the County's sole discretion.

2.7. SERVICES NOT INCLUDED AS REGULAR MAINTENANCE:

2.7.1. Repairs or replacement of losses and/or damages beyond Contractor's control including but not limited to, storm damage, vandalism, landscape replanting etc. will be by request and accompanied by a separate purchase order number (PO) and written approval by the Contract Services Manager.

2.8. WEEKLY/MONTHLY ROUTINE WORK:

2.8.1. Contractor will:

2.8.1.1. Maintain grass to approximately 1-1/2 inches in height.

2.8.1.2. Trim around planters, sprinkler heads, trees, and along sidewalks.

2.8.1.3. Vacuum or blow sidewalks clear, *pick-up trash and debris from landscaped areas including parking lots adjacent to landscaped islands.*

2.8.1.4. Hand water as required. This includes but is not limited to manual hand watering if an irrigation system should be down for repairs and/or renovation, or if there is not any in-ground system.

2.8.1.5. Remove all clippings and debris from County property. All clippings to be hauled away by Contractor and not deposited into County trash containers.

- 2.8.1.6. Police areas around buildings, entryways, outside benches and furniture (if applicable) for trash.
 - 2.8.1.7. Rake granite to an even pattern.
 - 2.8.1.8. Trim all ground cover and small shrubs, *remove trash from inside plants and shrubs.*
 - 2.8.1.9. Trim all tree branches and trunks from the ground level to a maximum eight (8) feet. Exceptions to this are young trees that are under (10) feet tall. Also, trees overhanging walkways, which should be trimmed from ground level to a minimum of eight (8) feet in height. Trim all trees away from buildings so that branches/leaves are not touching or hanging on roofs, windows, walls, or cars in parking spaces.
 - 2.8.1.10. Remove weeds as needed (see Section 2.4 – Weed Control).
 - 2.8.1.11. Remove cigarette butts located in and around planters and landscape areas.
 - 2.8.1.12. Manually cycle sprinkler system controller through all phases at least once a month (refer to 2.5 – Irrigation Systems).
- 2.9. SEASONAL ROUTINE WORK:
- 2.9.1. Contractor will:
 - 2.9.1.1. Apply legally approved herbicide, fertilizer, and summer grass seed and dressing as needed. seeding for winter grass if requested.
 - 2.9.1.2. Treat granite areas with pre-emergent chemicals with dye just prior to seasonal rains in summer and winter to control new growth. **SUBMIT SCHEDULES TO COUNTY IN WRITING, AT LEAST TWO WEEKS PRIOR TO TREATMENT, AND REPORT IN WRITING WHEN SUCH ACTIVITIES ARE COMPLETED.**
 - 2.9.1.3. Maintain reasonable control for insect and disease with legally approved chemicals.
- 2.10. NON-SCHEDULED PROJECT WORK
- 2.10.1. All non-scheduled work will be done at the sole direction of Facilities Management Department. Contractor shall be called upon to estimate and perform various types of non-scheduled work including but not limited to, removing fallen/dead trees, major/minor repairs to sprinkler systems, spreading granite, rip rap or fill dirt; planting lawns, trees, shrubs, decorative plants, hardscape services, large lot clearing and trash removal. This will require the issuance of a Purchase Order from the Facilities Management Department allowing Contractor to proceed with non-scheduled project work at the pre-established contracted rates. Contractor will not proceed with non-scheduled work (except in emergency situations such as downed trees due to storm damage) without a Delivery Order or Purchase Order. All non-scheduled work must be invoiced separately, and itemization of all labor, supplies, equipment, or parts used is required.
 - 2.10.2. In most cases new plantings will be provided by Pima County, Parks and Recreation department. Contractor will be responsible for retrieving new plantings from the Native Plant Nursery at 3500 W River Rd and plant them as directed by County.
- 2.11. SPECIAL REQUIREMENTS
- 2.11.1. The following locations require Winter Rye grass planting and care: PRTC at 10001 S. Rita Road, Sheriff Training Facility at 1270 W Silverlake Rd., Martha Cooper Library at 1377 N. Catalina and Sheriff Rincon Substation at 8999 E. Tanque Verde Road.

2.11.2. Wastewater Sites, Detention Facilities and other high security facilities may require Contractor's employees submit to a background check. County will notify Contractor when this is required.

3. REQUIREMENTS FOR WASTEWATER RECLAMATION FACILITIES Group B

3.1. TRES RIOS WASTEWATER TREATMENT FACILITY

3.1.1. This facility has been divided into four sections due to the size of the site which cannot be serviced in a single visit. Each section will be completed on a weekly basis. Weed control is the primary focus for large areas of this site. Volunteer trees and other undesirable bushes and shrubs must be removed. Overflow basins in section 4 will require monthly post emergent herbicide treatment. Additionally, two times per year, prior to Summer and Winter rains, Contractor is required to apply pre-emergent. Proper protective gear must be worn at all times while on site.

3.1.2. Contractor's employees are required to sign in with the Regional Wastewater Reclamation Department Plant Site Administration Office and notify their presence to the Pima County employee designated as the Point of Contact. At Sub-regional facilities they must sign in with the operator in charge. Unmanned sites will have a call box that can be used to obtain access. When issued, Contractor's employees must always wear the ID pass while on plant site and return the ID pass at the end of each day to Regional Wastewater Reclamation Department Plant Site Administration Office.

3.1.3. Upon leaving the plant site the vendor's employees must check out with the Pima County designated Point of Contact.

3.1.4. Contractor will be required to provide their own Personal Protective Equipment (PPE) and wear the required plant site PPE. PPE may include but not limited to hard hats, safety boots, safety vest, eye protection and hearing protection.

3.1.5. Vendor vehicles must be clearly marked on the outside or windshield of the vehicle. The use of decals/magnets identifying the Contractor name or a sign displayed in the front window no smaller than 8.5 inches by 11 inches will be acceptable.

3.1.6. All Vendor personnel shall be designated by an easily identifiable company shirt or badge worn at all times personnel is on-site.

3.1.7. Contractor is to leave a clean work site once the inspection or repair work is completed. Any chemical or fluid spills are to be immediately reported to County Employee designated as the Point of Contact. All debris shall be disposed of by the vendor at the vendor's expense. All materials, tools, equipment, etc., shall be removed or safely stored.

3.1.8. Pima County is not responsible for theft or damage to vendor's property.

3.1.9. All potential safety hazards to workers or the public shall be corrected immediately and left in a safe condition at the end of each workday. Security fencing and barricades will be required for any open holes or trenches.

3.1.10. Contractor must provide all their own equipment and/or tools to perform the necessary services at no additional cost to Pima County.

3.1.11. Contractor must utilize safe lock-out/tag-out procedures at all times.

3.1.12. Contractor will be responsible for the safety of their employees at all times.

3.1.13. RWRD site entry is restricted to authorized persons with proper identification such as driver's license, commercial driver's license or a passport.

4. CONTRACTOR REQUIREMENTS:

4.1. LICENSES AND PERMITS

4.1.1. Contractor will comply with all requirements for licenses and permits as governed by the State of Arizona. Contractor must have at the time of bid submission, and maintain throughout the term of the Contract, a State of Arizona Commercial Landscape License C-21 or CR-21 and Office of Pest Management (OPM) Licenses, Class E weed control and Class F turf and ornamental. Contractor will pay all charges and fees necessary and incidental to the lawful conduct of their business. Contractor will keep fully informed of existing and future Federal, State and Local laws, ordinances and regulations which may, in any manner, affect the fulfillment of this contract and will comply with same. A copy of each permit/license listed above must accompany bid package. Contractor's licenses must be registered to the Contractor, and sub-contracting for the purpose of applying chemicals using another vendor is not allowed.

4.1.2. Contractor's employees who will be assigned the task of landscape chemical applications are required to be State of AZ Department of Agriculture applicator certified. Contractor must submit copies of these certifications at the post award conference and update them every six (6) months.

4.2. EMERGENCY SERVICE REQUESTS

4.2.1. Emergency requests, either during or after business hours, will be responded to on-site within three (3) hours of Contractor receiving the request. This may include but is not limited to: Sprinkler line breakage or related water problems; downed trees; storm debris/damage; or safety related landscape matters. Contractor must call back within two hours of the originating call. The emergency after-hours telephone number must be available to the County 24/7 to accept messages. Call back for emergency requests should occur within 30 minutes.

4.3. DAMAGE TO COUNTY FACILITIES OR PROPERTY

4.3.1. Contractor will provide services in such a manner that does not damage County property. Contractor will be responsible for any damages incurred to the facilities, underground sprinkler systems, trees, bushes, shrubs and/or any exterior portion of a building including windows. Damage to County vehicles or personal vehicles must be immediately reported to County Contract Services Manager. Damage to private vehicles while on County property will be left to the Contractor and vehicle owner to navigate.

4.3.2. In the event damage occurs to County property, or an adjacent property by reason of any landscape operations performed under this contract, Contractor will replace or repair the same at no cost to County. If damage caused by Contractor must be repaired or replaced by County, the cost of such work will be deducted from monies owed to the Contractor.

4.4. REPEAT WORK

4.4.1. All costs for repeat work or repairs due to failure of specific work or repairs, will be the sole cost to and responsibility of the Contractor.

4.5. SAFE WORK PRACTICES

4.5.1. Contractor and their employees will exercise safe industry-standard work practices. All work will be in compliance with appropriate OSHA, Federal, State, County, and Local municipalities' ordinances and regulations. Fertilizers and chemicals shall be transported in containers, which will ensure proper protection on the job site. Contractor will take steps to prevent abnormal dust conditions.

4.6. CONTRACTOR'S EQUIPMENT

4.6.1. All equipment and PPE (Personal Protective Equipment) used by Contractor to perform the specifications herein must be in good working condition and must also conform to OSHA

standards. Pima County reserves the right to request the replacement of defective or unsafe equipment.

4.7. TIME AND MANNER OF WORK

4.7.1. All work will be performed during the daylight hours, Monday through Friday, except emergencies or special work orders. ALL WORK MUST BE DONE AT A TIME AND IN A MANNER THAT WILL NOT INTERFERE WITH THE NORMAL ACTIVITIES OF THE FACILITY. Contractor will perform the work in a way that will minimize disruption to the normal operation of the building tenants.

4.8. WORK SCHEDULE:

4.8.1. At the post-award conference Contractor will provide a proposed work schedule to accomplish the services pursuant to this contract. This schedule will be set on a standard calendar year and will identify the tasks and frequency of work. This schedule will be subject to Facilities Management Department approval. Thereafter, changes in this schedule must be submitted in writing to the Facilities Management Department Contract Administrator for approval prior to implementation. Sites can and will be added during the term of this contract. Frequency of visits will also be adjusted as needed. All changes and additions will be submitted in writing by County Facilities Management department to Contractor for review and approval by both parties. Cost adjustments will be submitted by Contractor and approved before implementation occurs. County Procurement department will add agreed upon items to the contract and an updated copy will be forwarded to Contractor.

4.8.2. Contractor will adhere to the approved work schedule and will complete all routine work during the calendar week in which it is scheduled unless circumstances occur that are beyond the control of Contractor such as weather.

4.8.3. Due to the nature of unforeseen wind/rain/dust storms which cause much debris to be strewn about a site, Contractor may be notified by County to immediately perform emergency services to clean-up said debris including the removal of fallen trees. The request for this emergency service shall be billed to County and will require a Delivery Order or Purchase Order. Delivery Order or Purchase Order will be issued on the next business day in order not to delay the response time.

4.8.4. There will be no additional cost to County if the work is done on Contractor's scheduled service day unless there are fallen trees that would require chain saws and/or a debris trailer, this instance would be considered an additional service.

4.9. CLEAN-UP AND DEBRIS REMOVAL

4.9.1. Upon completion of the work, Contractor is responsible for removing all debris, materials, and equipment associated with the work performed. Debris is not to be placed into County trash containers or stockpiled on County property.

4.10. CONTRACTOR CONSULTATION

4.10.1. Contractor will be required to provide free of charge, training, consultation, and expertise to County to ensure the proper maintenance of all County landscapes and assist in the efficiency of the overall program.

4.11. EMPLOYEE IDENTIFICATION

4.11.1. County reserves the right to require security screening of all employees performing work at any County site. County may issue a temporary Contractor identification badge that will be returned each day.

4.11.2. Contractor must furnish County a current employee register upon the issuance of the contract and provide updated information upon request.

4.11.3. ALL CONTRACTOR EMPLOYEES MUST HAVE, AT ALL TIMES WHILE ON COUNTY PROPERTY, A PICTURE IDENTIFICATION CARD IN THEIR POSSESSTION AND MUST WEAR A COMPANY UNIFORM (SHIRT or VEST AND HAT) WITH THE COMPANY NAME OR LOGO.

4.12. ACCESS TO PIMA COUNTY FACILITIES

4.12.1. No one except authorized employees of Contractor are allowed on the premises of Pima County facilities. Contractor's employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor. Failure of Contractor to meet this requirement will result in permanent removal of the employee from County buildings.

4.13. EXPERIENCED, RESPONSIBLE EMPLOYEES

4.13.1. Contractor agrees to use only experienced, responsible and capable people in the performance of the work. County may require that Contractor remove from the job covered by this contract, any employee who endangers persons or property or whose continued employment under this contract is inconsistent with the interest of Pima County.

4.13.2. Contractor will furnish personnel who are trained and qualified to perform to the specifications of the contract.

4.14. RESOURCES: EQUIPMENT, SUPPLIES AND PERSONNEL

4.14.1. All equipment, PPE and supplies furnished by Contractor are Subject to prior approval by County. Contractor will provide sufficient equipment, supplies, and personnel to complete the work within the designated time frames. For example, if the schedule indicates that a site is to be serviced on the third Thursday of the month, the work should be completed on that day and not extended to subsequent days because of a lack of resources. Failure to fully complete landscape services per the schedule will be considered a failure to perform (See #39 of PC Standard Terms and Conditions). Contractor will have sufficient tools and supplies on hand to complete the work as required.

4.15. INSPECTIONS AND CONTRACT MONITORING

4.15.1. Each site shall be inspected by a Contract Services Department Representative within five (5) business days of the last service. A County representative shall inspect the site to ensure contract requirements are being met. An inspection report will be provided to Contractor by Contract Services personnel indicating the site has been inspected and is found to be acceptable or unacceptable. If found to be unacceptable, the Contractor shall be notified as to what deficiencies exist along with photo evidence of the inspection. Contractor will be provided with a 48 Hr. notice to correct the conditions. A follow-up inspection following the 48 Hr. notice will be performed to verify the corrections have been completed and the site complies with contractual requirements. If the site still does not meet the minimum requirements the site will not be eligible for payment for that month. Considerations shall be given to Contractor for the timeline after Contractor has visited the site due to windy or storm conditions or damages beyond the Contractors control. The successful Offeror will be closely monitored for contract compliance.

4.15.2. In the event the service performed remains unsatisfactory for more than a month, or is not in accordance with the specifications, County reserves the right to complete the work to its satisfaction in house or by another Contractor and deduct the cost from monies owed.

4.15.3. County shall, at its option, monitor Contractor's employee performance on a random and unannounced basis, to verify the proficiency of Contractor's staff by:

4.15.3.1. Observation

- 4.15.3.2. Audit of Performance
 - 4.15.3.3. Asking questions of Contractor's Supervisory personnel.
 - 4.15.3.4. Additionally, Contractor's representative will meet with County representatives upon request to review landscape performance.
 - 4.15.3.5. Current Representatives are:
 - Stacy Smith, Contract Services Manager - 520-724-8319
 - Jacob Vega, Landscape Supervisor - 520-724-3054
 - Robert LaBlue, Operation Manager - 520-724-9523
5. GENERAL SPECIFICATIONS:
- 5.1. SUB-CONTRACTING
 - 5.1.1. The County will allow for sub-contracting of the Sheriff Substation in Ajo, AZ ONLY. No other site locations may be sub-contracted out.
 - 5.2. ADDITIONS/DELETIONS OF SERVICE AND/OR SITES
 - 5.2.1. County reserves the right to add or stop service sites to this contract. Should additional services be required from this contract, prices for any additions will be negotiated between Contractor and County *and will be proportionate with average per sq ft costs of similar facilities already contractually agreed upon.*
 - 5.3. ADEQUACY OF RECORDS
 - 5.3.1. If Contractor's records and other documents relevant to this contract are not sufficient to support and document that services were provided, Contractor will reimburse County for services not performed to the full satisfaction of County.
 - 5.4. AUDIT DISALLOWANCES
 - 5.4.1. If at any time it is determined by County that charges for which payment has been made and is not within the terms of this contract, County shall notify Contractor in writing of the wrongful billed item(s) and payment. County will detail the required course of action, which will be at sole discretion of County. County may explore options such as but not limited to, adjustment of any future invoice submitted by Contractor OR repayment of the disallowed amount by Contractor issuing a check payable to Pima County.
 - 5.5. OFFSET FOR DAMAGES
 - 5.5.1. In addition to all other remedies owed to County by Law, County reserves the right to choose to offset from any money due to Contractor by any amount(s) Contractor owes to County for damages resulting from breach or deficiencies in performance under this contract.

End of Exhibit A Scope of Work

EXHIBIT B: MINIMUM QUALIFICATIONS VERIFICATION FORM (1 PAGE)

PROPOSER'S NAME:

CDK Design LLC DBA Arcadia Landscape

Proposer certifies that they possess the following minimum qualifications and will provide the requested documents that substantiate their satisfaction of the Minimum Qualifications. Failure to provide the information required by these Minimum Qualifications and required to substantiate responsibility may be cause for the Proposer's proposal to be rejected as **"Non-Responsive."**

Provide documented and verifiable evidence that your firm satisfies the following Minimum Qualifications and indicate what/if attachments are submitted. Proposer must include a copy of the Licenses requested.

ITEM NO.	MINIMUM QUALIFICATIONS	COMPLIANCE YES/NO (SELECT ONE)	DOCUMENT TITLE AND NUMBER OF PAGES SUBMITTED FOR EACH DOCUMENT
1	The Contractor must possess and maintain and AZ ROC license; C-21 or CR-21 Hardscaping and Irrigation Systems	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
2	The Contractor will have and maintain personnel possessing certified applicator licenses "PUC" by the AZ Department of Agriculture to perform herbicide, pesticide, and fertilizer applications	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
3	The Contracting firm must have been in business performing commercial landscape services for a minimum of five (5) years including the current year.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

SIGNATURE: 

DATE: 07/02/2024

Ronald Kirk, Owner/CEO

PRINTED NAME & TITLE OF AUTHORIZED PROPOSER REPRESENTATIVE EXECUTING PROPOSAL

END OF EXHIBIT B

STATE OF ARIZONA

License No. ROC 331447

Office of the Registrar of Contractors

This is to certify that:

CDK Design LLC

DBA (if any)

ARCADIA LANDSCAPE

*Having been shown to possess all the necessary qualifications, and having complied with all the requirements of the law,
is by order of the Registrar of Contractors duly licensed and admitted to engage in and pursue the business of*

CR-21 Hardscaping and Irrigation Systems

*Contractor in the State of Arizona. Given my hand and the seal of the Registrar of Contractors in my office, City of
Phoenix, on November 23, 2020*



A handwritten signature in black ink, appearing to be "J. H. H.", is written over a horizontal line.

DIRECTOR, ARIZONA REGISTRAR OF CONTRACTORS

KATIE HOBBS
Governor

Arizona Department of Agriculture
Pest Management Division

Jeff Grant
Interim Director

1110 W. Washington St #450 , Phoenix, AZ 85007
Phone: 602-542-3578 Fax: 602-542-0466
<https://agriculture.az.gov>

BUSINESS LICENSE

Non-Transferable

ARCADIA LANDSCAPE
Business License Number: 10080

Has been licensed since 05/08/2024, and is authorized to provide pest management services in Arizona through the last day of May 2026.

© Copyright 2017 AZDA. All Rights Reserved.

Printed: 05/08/2024
Printed By: 10080

Non-Transferable

**Arizona Department of Agriculture
Pest Management Division**

Printed: 04/15/2024
Printed By: 32363

1110 W. Washington St #450 , Phoenix, AZ 85007
6025423578 Phone; 6025420466 Fax
<http://www.azda.gov>

License No: 32363

QP Licensed Categories	Expires	Status
1 - Industrial & Institutional	05/31/2025	Active
3 - Ornamental & Turf	05/31/2025	Inactive
4 - Right-of-Way	05/31/2025	Inactive

Qualified Applicator Certification

ISSUED TO:

1000056376
EVAN TYLER CAMPBELL
98599 E. PLACITA PUEBLO BONITO
TUCSON AZ 85710

Non-Transferable

**Arizona Department of Agriculture
Pest Management Division**

Printed: 03/18/2024
Printed By: 210690

1110 W. Washington St #450 , Phoenix, AZ 85007
6025423578 Phone; 6025420466 Fax
<http://www.azda.gov>

License No: 210690

Licensed Categories	Expires	Status
1 - Industrial/Institutional	05/31/2025	Active
2A - Wood Destroying (Treat)	05/31/2025	Active
3 - Ornamental & Turf	05/31/2025	Active
4 - Right of Way	05/31/2025	Active

Applicator Certification

ISSUED TO:

1000056376
EVAN TYLER CAMPBELL
520791408898599 E. PLACITA PUEBLO BONITO
TUCSON AZ 85710

Non-Transferable

**Arizona Department of Agriculture
Pest Management Division**

1110 W. Washington St #450 , Phoenix, AZ 85007
6025423578 Phone; 6025420466 Fax
<http://www.azda.gov>

Printed: 04/03/2024
Printed By: 180661

License No: 180661

Applicator Certification

Licensed Categories
3 - Ornamental & Turf
4 - Right of Way

Expires	Status
05/31/2025	Active
05/31/2025	Active

ISSUED TO:

1000050386
JOHNNY ANGEL HERNANDEZ
668 S LUCINDA
TUCSON AZ 85748



City of Tucson

Business License

Business Name and Mailing Address:

ARCADIA LANDSCAPE
C/O CHRISTINA COOK
2002 E 13TH ST
TUCSON, AZ 85719

License Number: T3071852

Issue Date: January 05, 2024

Expiration Date: December 31, 2024

Owner:

CDK DESIGN LLC

This license/permit is **non-transferable** and must be posted in a conspicuous place at the business location.

Doing Business As:

ARCADIA LANDSCAPE

THE ISSUANCE OF THIS LICENSE / PERMIT SHALL NOT BE CONSTRUED AS PERMISSION TO OPERATE IN VIOLATION OF ANY LAW OR REGULATION.

City of Tucson, Arizona

LICENSE SECTION

Effective: January 01, 2024

Expiration Date: December 31, 2024



CITY OF
TUCSON

Business License

Non-Transferable

T3071852

MUST BE DISPLAYED IN
A CONSPICUOUS PLACE

For the payment of the license fee, the person or firm below is hereby licensed to conduct business in the City of Tucson. Tax accruing to the City of Tucson shall be paid under provisions of Ch. 19, Tucson City Code. This license is subject to revocation for violation of Ch. 7 or Ch. 19 of the Tucson City Code.

Issued To: ARCADIA LANDSCAPE

Located At: 2002 E 13TH ST TUCSON, AZ 85719

Please refer to license number in all correspondence.

BY: _____

CFO/Assistant City Manager

TO BE ATTACHED AND FORM A PART OF: **BOND NO.** LSM1419487

on behalf of: CDK Design LLC

The Surety, **RLI Insurance Company**, hereby gives its consent to:

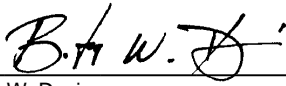
Change **Principal Name** to CDK Design LLC DBA Arcadia Landscape

RIDER EFFECTIVE DATE: December 28, 2020

PROVIDED, however, that the attached bond/policy shall be subject to all its agreements, limitations, and conditions except as herein expressly modified, and that the liability of the Surety under the attached bond/policy and under the attached bond/policy as changed by the rider shall not be cumulative.

SIGNED AND SEALED THIS 12th DAY OF January, 2021.




Barton W. Davis Vice President

POWER OF ATTORNEY

RLI Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Bond No. LSM1419487

Know All Men by These Presents:

That the RLI Insurance Company, a corporation organized and existing under the laws of the State of Illinois, and authorized and licensed to do business in all states and the District of Columbia does hereby make, constitute and appoint: Barton W. Davis in the City of Peoria, State of Illinois, as it's true and lawful Agent and Vice President, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Two Hundred Fifty Thousand and 00/100 Dollars (\$ 250,000.00) for any single obligation, and specifically for the following described bond.

Principal: CDK Design LLC DBA Arcadia Landscape
Obligee: Arizona Registrar of Contractors
Type Bond: Residential and Commercial Contractor
Bond Amount: \$ 14,500.00
Effective Date: December 28, 2020

The RLI Insurance Company further certifies that the following is a true and exact copy of a Resolution adopted by the Board of Directors of RLI Insurance Company, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the RLI Insurance Company has caused these presents to be executed by its Vice President with its corporate seal affixed this 12th day of January, 2021.

State of Illinois
County of Peoria

} SS



RLI Insurance Company

Barton W. Davis
Barton W. Davis Vice President

CERTIFICATE

On this 12th day of January, 2021, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company, and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Catherine D. Glover
Catherine D. Glover Notary Public

I, the undersigned officer of RLI Insurance Company do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company this 12th day of January, 2021.

RLI Insurance Company
By: Jeffrey D. Fick
Jeffrey D. Fick Corporate Secretary





P.O. BOX 3967 PEORIA, IL 61612-3967
 P: (800)645-2402 E: suretyaz@rlicorp.com
 RLISURETY.COM

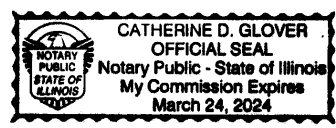
Acknowledgment of Surety

STATE OF Illinois
 COUNTY OF Peoria } ss.

On this 12th day of January, 2021, before me, a Notary Public in and for said County, personally appeared Barton W. Davis, personally known to me, who being by me duly sworn did say that he/she is the aforesaid Vice President of the RLI Insurance Company of Peoria, Illinois, a corporation duly organized and existing under the laws of the State of Illinois, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that the said instrument was signed, sealed and executed in behalf of said corporation by authority of its Board of Directors, and further acknowledge that the said instrument and the execution thereof to be a voluntary act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed by official seal the day and year last above written.

My Commission Expires:
3/24/2024



Catherine D. Glover
 Catherine D. Glover Notary Public

LICENSE BOND

THIS BOND MUST BE ON FILE WITH THE ARIZONA REGISTRAR OF CONTRACTORS

STATE OF ARIZONA
REGISTRAR OF CONTRACTORS

BOND NO: LSM1419487

That CDK Design LLC

as the principal, and RLI Insurance Company (Surety)

a corporation, duly authorized and licensed to transact surety business in the State of Arizona, are held and firmly bound unto the State of Arizona for the benefit of those persons described in A.R.S. §32-1152, as amended, in the penal sum set forth for the classification of license described:

Table with 2 columns: LICENSE CLASSIFICATION, PENAL SUM. Rows include CR-21 HARDSCAPING AND IRRIGATION SYSTEMS with Commercial (\$7,000.00) and Residential (\$7,500.00) options.

The Principal has applied to the Registrar of Contractors of the State of Arizona for a license to conduct the business of contracting under the above-described classifications and submits this bond to comply with the provisions of A.R.S. §32-1152, as amended, which are incorporated herein as though fully set forth.

Liability under this bond is limited to the penal sum for each classification of work performed by the principal. Liability under each classification shall be determined strictly in accordance with the provisions of A.R.S. §32-1152, as amended, which are incorporated herein as though fully set forth.

Upon making payment to a claimant against the bond, the Surety shall immediately give written notice to the Principal and the Registrar of Contractors of the date and amount of payment.

The amount of this bond is based on the representation of the Principal of the anticipated annual gross volume of work pursuant to Rule R4-9-112.

This bond becomes effective on 9th day of November, 2020.

SIGNED, SEALED AND DATED 9th day of November, 2020.



Signature of Contractor (Principal)

Member
Title of Signer

CDK Design LLC
Print or Type Name of Contractor (Principal)

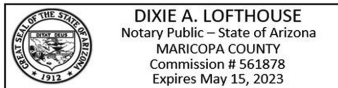
By: [Signature]
Signature Attorney In Fact (Must be Notarized)

Christine S. Cornelius
Print or Type Name of Attorney In Fact

Subscribed and sworn to before me this 9th

day of November, 2020.

[Signature]
Dixie A. Lofthouse
Notary Public



My Commission Expires: 05/15/2023

State of: Arizona

County of: Maricopa

THE ORIGINAL BOND MUST BE SIGNED BY THE PRINCIPAL, ATTORNEY IN FACT AND THE NOTARY PUBLIC AND BE FILED WITH THE REGISTRAR OF CONTRACTORS AT: 1700 W. Washington St. Ste. 105, PHOENIX, AZ 85007-2812, TO COMPLY WITH A.R.S. § 32-1152 Mail to: P.O. Box 6688, Phoenix, AZ 85005-6688



State of Arizona
Game and Fish Department
No refunds/Not transferable

LICENSE YEAR 2022
TUCSON
FREE E-NEWS SIGNUP
WWW.AZGFD.GOV/SIGNUP

CUSTOMER ID: 870591
DATE: 7/14/2022
RESIDENT AS OF: 1/1/1995

SP976107 WILDLIFE SERVICE
COMPANY: ARCADIA LANDSCAPE

\$245.00 VALID 7/14/2022 - 12/31/2024

DATE OF BIRTH	HEIGHT	WEIGHT	HAIR	EYES	SEX
11/10/1969	5' 11"	270	BROWN	BROWN	M

I HEREBY CERTIFY ALL INFORMATION
ON THIS LICENSE TO BE TRUE.

RONALD KIRK
2002 E 13TH ST
TUCSON, AZ 85719

NOT VALID UNTIL SIGNED

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: CDK DESIGN LLC
2002 E 13TH ST
TUCSON AZ 85719

ALL communications and
reports **MUST REFER** to
this LICENSE NO.

► **LICENSE: 21364034**
START DATE: 01/01/2020
ISSUED: 12/09/2023
EXPIRES: 12/31/2024

LOCATION: CODE 001
ARCADIA LANDSCAPING
2941 N. RIO VERDE DRIVE
TUCSON, AZ 85715
2300066847419



BUSINESS CODE

015 - CONTRACTING - PRIME
017 - RETAIL
029 - USE TAX
015 - CONTRACTING - PRIME
015 - CONTRACTING - PRIME
017 - RETAIL
029 - USE TAX

REGION

PMA - PIMA
PMA - PIMA
PMA - PIMA
PM - PIMA
TU - TUCSON
TU - TUCSON
TU - TUCSON

JURISDICTION

COUNTY
COUNTY
COUNTY
CITY
CITY
CITY
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.

State of Arizona

Department of State

TRADE NAME CERTIFICATION



Arcadia Landscape

I, Katie Hobbs, Arizona Secretary of State, do hereby certify that in accordance with the Trade Name Application filed in this Office, the Trade Name herein certified has been duly registered pursuant to Section 44-1460, Arizona Revised Statutes, on behalf of:

CDK Design LLC

2002 E 13th St Tucson, AZ 85719

Registration Date: August 15, 2020

Expiration Date: August 15, 2025

Date First Used: January 1, 1983

Filing Number: 9173514

Assignment Date: December 29, 2020



IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of the State of Arizona. Done at the Capitol in Phoenix, on this day, January 11, 2021.

A handwritten signature in black ink, appearing to be "Katie Hobbs".

Katie Hobbs
Secretary of State

Verification URL: go.azsos.gov/pd56

EXHIBIT C: QUESTIONNAIRE (1 PAGE)

PROPOSER'S

NAME: CDK Design LLC DBA Arcadia 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 (0 to 30 points)

Will be evaluated and scored by the Procurement Department.

7.2. Contractor Qualifications (0 to 30 points)


- a) **Recruitment/ Development Efforts:** Provide an overview of the Contractor's approach/methodology to hiring, developing, and maintaining a quality labor force. Provide example(s) of Contractors method of attracting and hiring local personnel. Minimum of one example.
- b) **Unique Qualifications:** Describe the Contractor's ability to provide services defined within the scope of work on a high-quality consistent basis. Describe your approach to how your firm would manage the various locations.
- c) **Specialized Programs:** Provide steps that will be taken to ensure all services are completed per the scope of services in a safe, timely and efficient manner.
 - Safety training programs.
 - Employee training and performance evaluations.
 - Quality Assurance Programs.

7.3. Key Personnel (0 to 20 points)

- a) **Organizational Chart:** Provide details of key personnel and describe their individual roles. Identify each team member's years of experience and any special training or certifications that are applicable to services being provided. The contractor's organizational chart must include all the afore-mentioned information to be considered complete.
- b) **Account Managers:** Identify the primary and secondary Account Managers that will be working directly with Pima County.
- c) **Accounting/Billing:** Provide an overview of the firm's accounting processes including the timeline for both monthly invoicing and turnaround time for corrected invoices or credits. Identify the current accounting Manager and support staff and any specialized degrees or certifications they possess.
- d) **Employment Level:** Provide the total number of current employees AND the estimated number of employees that will be required to successfully execute this contract with an explanation of how you arrived at this number. This can be either essay, chart form or a combination of both.

7.4. References (0 to 20 points)

- a) **Reference Statements:** Provide three (3) reference letters demonstrating the Contractor's ability to provide services on a scale equal or greater to what is requested in the RFP for Pima County. Include definition of tasks performed, general frequency of tasks, type of business and total years providing landscape services to the selected references. Provide this information individually. Reference surveys as indicated in Exhibit D are still required but do not substitute as the response to this criterion.
- b) **Community Involvement:** Provide a statement addressing the Contractor's presence in the local area. Include Contractors past and current efforts with local charitable organization and/or community involvement.

SIGNATURE:  DATE: 07/02/2024

Ronald Kirk, CEO/Owner
PRINTED NAME & TITLE OF AUTHORIZED PROPOSER REPRESENTATIVE EXECUTING PROPOSAL

END OF EXHIBIT C



Recruitment Development Efforts:

1. Attracting Talent

Company Website:

- **Description:** Our company website serves as a central hub for showcasing our culture and values.
- **Example:** Prospective candidates can apply directly through our website, simplifying the application process and ensuring a seamless user experience.

Job Boards (Hireclick, Indeed, ZipRecruiter):

- **Description:** We leverage popular job boards to reach a wide audience of local job seekers actively looking for opportunities.
- **Example:** Regularly posting detailed job descriptions with relevant keywords ensures our postings are visible to qualified candidates searching on these platforms.

Social Media (Facebook):

- **Description:** We utilize social media platforms like Facebook to engage with potential candidates and promote our employer brand.
- **Example:** Sharing job postings, company updates, and employee stories helps us connect with our local community and attract candidates who resonate with our values.

Google Searches:

- **Description:** We optimize our online presence to ensure visibility in local search results related to our industry and job opportunities.
- **Example:** Utilizing Google My Business effectively and maintaining an active presence on Google Search helps us attract local talent who are actively researching potential employers.

Job Fairs:

- **Description:** We participate in local job fairs to directly engage with candidates and showcase our company culture and career opportunities.
- **Example:** Setting up an interactive booth and networking with attendees at events allows us to attract motivated candidates and establish personal connections.

Special Events (Ronald McDonald House Walk, Rose Bowl):

- **Description:** We sponsor or participate in community events to increase brand visibility and demonstrate our commitment to local causes.
- **Example:** Involvement in events like the Ronald McDonald House Walk or the Rose Bowl not only supports the community but also enhances our reputation as an employer of choice among local talent.

2. Hiring Process

Application Screening:

- **Description:** We use an applicant tracking system (ATS) to streamline the screening process and ensure timely review of applications.
- **Example:** Our ATS filters applications based on predetermined criteria, allowing us to focus on candidates who meet our qualifications and are a good fit for our company culture.

Interviews:

- **Description:** We conduct structured interviews to assess candidates' technical skills, experience, and cultural fit.
- **Example:** Panel interviews involving department heads ensure comprehensive evaluation from multiple perspectives.

Assessment Tools:

- **Description:** Depending on the role, we use assessments such as skills tests or personality assessments to evaluate candidates objectively.
- **Example:** Technical skills assessments and situational judgment tests are administered to assess candidates' abilities and potential contributions to our team.

Feedback and Communication:

- **Description:** We maintain transparent communication with candidates throughout the hiring process.
- **Example:** Providing timely updates and personalized feedback to candidates, whether selected or not, reinforces our commitment to a positive candidate experience and strengthens our employer brand.

3. Developing and Maintaining Talent

Onboarding Programs:

- **Description:** We offer comprehensive onboarding programs to integrate new hires into our company culture and operational processes.
- **Example:** Assigning mentors and providing detailed orientation sessions ensures new employees feel supported and equipped to succeed from day one.

Career Advancement:

- **Description:** We provide clear paths for career progression and opportunities for internal promotion.
- **Example:** Regular performance reviews and personalized development plans help employees identify and achieve their career goals within our organization.



Unique Qualifications and Comprehensive Approach for Landscape Maintenance Services Group A

Overview

Arcadia Landscape has been a trusted provider of landscape services for Pima County for many years. Our commitment to delivering high-quality, consistent landscape maintenance services that meet the detailed specifications outlined in the scope of work for Pima County. We are uniquely qualified to provide these services, ensuring professional, attractive, and healthy landscapes year-round. This document outlines our qualifications and our approach to managing various locations efficiently and effectively.

Unique Qualifications

1. Experienced Team:

- Our team consists of highly skilled professionals with extensive experience in landscape maintenance.
- We employ certified landscape applicators approved by the State of Arizona Structure Pest Control Board, ensuring all treatments are legally compliant and safe.

2. Comprehensive Services:

- We provide a full range of services, including supervision, labor, materials, equipment, tools, chemicals, and transportation.
- Our expertise covers routine landscape maintenance as well as specialized services such as tree and shrub care, fertilization, and pest control.

3. Customized Solutions:

- We understand that each location has unique requirements.
- Our approach includes tailored maintenance plans that address the specific needs of each site, ensuring optimal plant health and aesthetic appeal.

4. Quality Assurance:

- We have robust quality control measures in place, including regular site inspections and detailed reporting.
- Our team ensures that all maintenance activities are performed to the highest standards, and we provide written reports of fertilization and other key activities to Pima County Facilities Management.

Approach to Managing Various Locations

Detailed Scope of Work Management

Tree and Shrub Care:

- **Pruning and Maintenance:**
 - Trees and shrubs will be pruned up to eight feet as part of the normal monthly maintenance. This includes selective pruning to develop permanent scaffold branches, eliminating diseased or damaged growth, and maintaining a natural appearance.
 - Shrubs will be pruned similarly to trees, without clipping into balled or boxed forms unless requested. In late winter/early spring, shrubs will be cut to 24 inches above grade unless otherwise specified.
- **Water Management:**
 - Maintain large enough water basins around plants to ensure proper moisture levels throughout the root zone.
 - During rainy seasons, basins will be opened to allow surface drainage away from the root crown.
- **Fertilization:**
 - Established plants will be fertilized with soluble nitrate fertilizer in early and late spring, or upon request. All fertilization activities will be reported in writing to Pima County Facilities Management.
- **Pest Control:**
 - Insect and disease control will be maintained using legally approved chemicals applied by certified landscape applicators.
- **Staking and Guying:**
 - Perform test removal of stakes and guys when trees reach a trunk caliper of four inches. If trees are unstable, recommendations for replacement will be provided.
 - Proper staking and guying methods will be used to ensure stability.

Additional Services:

- **Debris and Trash Removal:**
 - Regular removal of debris and trash within site areas, including street curbs, parking lots, and driveways.
 - Weeds and grass growing through cracks in concrete or asphalt will be managed as part of regular maintenance.

- **Homeless Camp Activity:**

- Immediate notification to County Contract Services Manager of any homeless camp activity discovered.
- Small items will be removed at no additional cost; larger cleanups will be charged at contracted rates with prior approval.

- **Tree Removal and Trimming:**

- Tree removal includes disposal of all tree material, stump grinding, and chemical treatment.
- Quotes will be provided for tree trimming above eight feet, including palm trees, with costs covering all necessary equipment and services.
- Removal of trees larger than 30 feet will be handled through an open bid process.

Ground Cover Maintenance:

- **Healthy Maintenance:**

- Ensure all ground cover areas, including locked enclosures and open terrain, are kept in a healthy, well-maintained condition.
- Any areas in a state of decline will be reported to the County Contract Services Manager, and corrective measures will be implemented promptly.

- **Weed Control:**

- Weeds will be controlled with pre/post-emergent herbicides or removed manually during each site visit.
- Weed control services for sites not listed in the monthly maintenance contract will be quoted separately and only performed upon written approval from the County.

- **Fertilization:**

- Apply four pounds of nitrogen per 1,000 square feet in two to four applications during the first year of new growth or if ground cover is nitrogen starved.
- Reduce to three pounds of nitrogen in subsequent years or as needed to maintain vigorous growth and good color.

- **Watering:**

- Water groundcover sufficiently to ensure moisture penetrates throughout the root zone, maintaining healthy growth.
- Maintain a ground-cleared circle of 18 to 24 inches in diameter at the base of trees to reduce competition for nutrients.

- **Edging and Trimming:**
 - Edge ground cover to keep it within bounds and off walkways and sidewalks.
 - Trim top growth as necessary to achieve an overall even appearance and trim ground cover to four inches above ground level every two years to renew growth and improve density.
- **Pest Control:**
 - Control insects and diseases as necessary, using approved chemicals.
 - Keep shrubs, bushes, hedges, and other plants clear of spider webs and any other insects that can hinder healthy growth.
 - Clear the entire area of dead foliage, trash, and any undesirable plants or weeds at each site visit.
- **Decline Management:**
 - Any ground cover in a state of decline will be reported to the County immediately in writing.
 - Failure to document and communicate such decline, resulting in the death of ground cover, will be the contractor's responsibility to replace and restore to an acceptable condition.

Lawn Care:

- **Mowing and Trimming:**
 - Mow upright grasses to a maximum height of two inches in warm weather and one and one-half inches during the rainy season.
 - Mow Bermuda grass to one and one-half inches. Mowing will be done at least every seven days during Spring and Summer and as needed during other seasons.
 - Trim lawn edges at least twice monthly or as needed for a neat appearance.
- **Watering:**
 - Water lawns as weather conditions require to replenish soil moisture below the root zone, with nighttime watering schedules.
 - Avoid water runoff across pavements and onto gutters.
- **Fertilization:**
 - Fertilize lawns with four to six pounds of actual nitrogen per 1,000 square feet of area each year.
 - Provide a fertilization schedule to the County and report all fertilization activities in writing when completed.

- Include a one-time per year aeration of lawns in early spring, with additional aeration upon request at additional cost to the County.
- **Weed Control:**
 - Control broadleaf weeds with approved herbicides.
 - Apply a selective post-emergent herbicide in areas where weeds have infested a lawn.
 - Remove all weeds from lawns.
- **Overseeding:**
 - Provide overseeding of lawns in Winter (perennial rye) if requested by the County.

Weed Control:

- **Comprehensive Weed Management:**
 - Responsible for weed control at all sites, including chemical treatment and physical removal of all weeds within site boundaries.
 - Monitor weed growth during regular site visits and take appropriate action.
- **Definition and Removal:**
 - County defines weeds as any undesirable, aggressive growth plant. Examples include grass overgrowing shrubs, plants growing through cracks, and invasive species like Tamarisk.
 - Provide current SDS sheets for any chemicals used at County sites and comply with all applicable laws, regulations, and standards.

Irrigation Systems:

- **Regular Testing:**
 - Manually cycle all sprinkler/irrigation systems at least once a month using the controller at each site to ensure operational status and identify any leaks or defects.
- **Automatic Conversion:**
 - Provide cost estimates for converting manual valve systems to automatic upon request for approval.
- **Repairs:**
 - Automatically approved to make repairs if costs do not exceed \$150.00, with before and after photos required.
 - Repairs exceeding this amount require written authorization from the County.

- **Invoicing:**

- Invoice all irrigation repairs separately, including before and after photos, itemized parts list, and labor breakdown.

Additional Services:

- **Non-Scheduled Work:**

- Perform various types of non-scheduled work at the sole direction of the Facilities Management Department, with written approval and purchase orders required for non-scheduled project work.
- Provide detailed itemization of all labor, supplies, equipment, and parts used in non-scheduled work.

In summary, our company is well-equipped to manage the landscape maintenance services for Pima County, ensuring a high level of professionalism, consistency, and quality. We look forward to the opportunity to work with you and to maintain the beauty and health of your landscapes throughout the year.



Specialized Programs for Landscape Maintenance Services

To ensure all services are completed in a safe, timely, and efficient manner, Arcadia Landscape implements a range of specialized programs tailored to meet the high standards expected by Pima County. These programs include comprehensive safety training, continuous employee development, and robust quality assurance processes.

Safety Training Programs

1. Comprehensive Safety Training:

- All employees undergo a rigorous safety training program upon hiring, covering industry-specific safety standards and OSHA regulations.
- Regular refresher courses are provided to keep employees updated on the latest safety protocols and best practices.
- Training includes proper use of Personal Protective Equipment (PPE), safe operation of equipment, and emergency response procedures.

2. Daily Safety Briefings:

- Daily briefings are conducted to discuss potential hazards, review safety protocols, and ensure all employees are prepared for the day's tasks.
- Special emphasis is placed on site-specific hazards and the necessary precautions.

3. Incident Reporting and Analysis:

- A formal system is in place for reporting, investigating, and analyzing any safety incidents or near-misses.
- Lessons learned from incidents are integrated into ongoing training to prevent future occurrences.

Employee Training and Performance Evaluations

1. Initial and Ongoing Training:

- New hires receive comprehensive training on all aspects of landscape maintenance, including plant care, equipment operation, and customer service.
- Ongoing training sessions are held to introduce new techniques, equipment, and industry advancements.

2. Performance Evaluations:

- Regular performance evaluations are conducted to assess each employee's skills, knowledge, and adherence to safety and quality standards.
- Feedback from these evaluations is used to identify areas for improvement and provide targeted training and support.

3. Certification and Specialization:

- Employees are encouraged and supported to obtain relevant certifications, such as pesticide applicator licenses and advanced horticultural training.
- Specialized training programs are offered for tasks such as irrigation system management, tree care, and pest control.

Quality Assurance Programs

1. Routine Inspections:

- Regular site inspections are conducted to ensure compliance with the scope of services and to identify any areas needing attention.
- Inspection reports are documented and reviewed to maintain high standards and continuous improvement.

2. Customer Feedback Mechanism:

- A structured feedback system is in place to gather input from clients, ensuring that their expectations and needs are consistently met.
- Feedback is used to refine services, address any concerns, and enhance overall customer satisfaction.

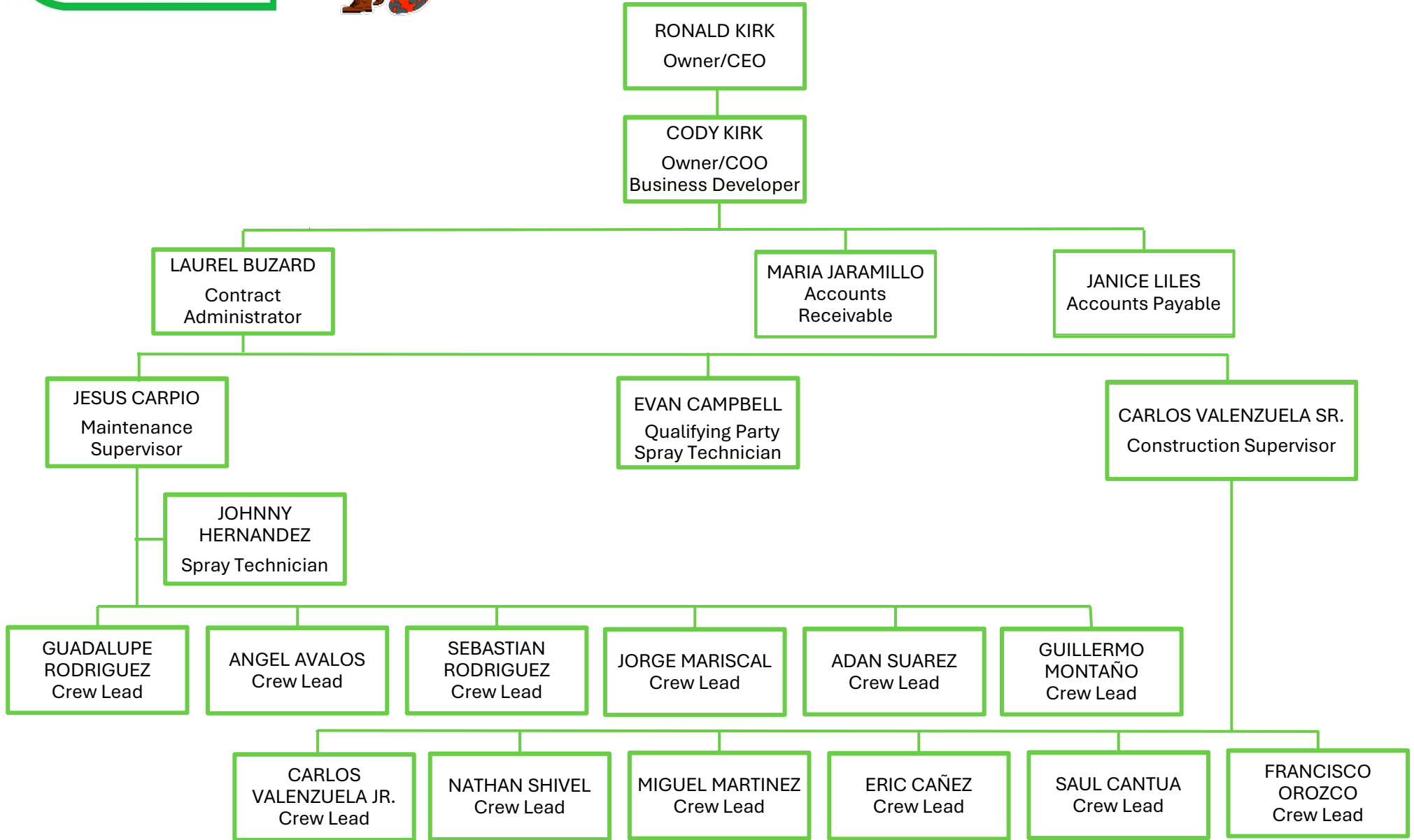
3. Quality Control Audits:

- Periodic quality control audits are conducted by senior management to ensure adherence to best practices and contract specifications.
- Audit results are reviewed and action plans are developed to address any identified issues.

4. Continuous Improvement:

- Arcadia Landscape fosters a culture of continuous improvement, where employees are encouraged to suggest innovations and improvements in processes.
- Best practices are regularly updated and shared across teams to ensure consistent, high-quality service delivery.

By integrating these specialized programs into our operations, Arcadia Landscape ensures that all landscape maintenance services are performed safely, efficiently, and to the highest quality standards, meeting and exceeding the expectations of Pima County.





Ron Kirk, CEO/Owner

Ron has been active within the green industry as a business owner for 9 years. Upon his retirement from The Arizona Department of Corrections, he was elevated to Sargent for his fidelity to duty and dedication to the Department. Ron ran a small Company out of his residence for 20 years as a sideline in which he maintained landscaping for friends and neighbors due to his love of plants and Landscaping in general. Upon his retirement he founded Saguaro Desert Landscaping LLC. A small company that consisted of a minimum of 2 crews and up to 8 people full-time (excluding Management). After six successful years as Owner of Saguaro Desert Landscape LLC Ron purchased CDK Design DBA Arcadia Landscape. He brings an eye for detail, is adept at Time Management, impeccably organizational skills, and hands on leadership to the employees of Arcadia Landscape.

Cody Kirk, COO/Business Developer:

Cody Kirk stands as a seasoned veteran at Arcadia Landscape, bringing over 10 years of invaluable experience in the landscape industry. As the Business Developer and COO, Cody exemplifies unparalleled mastery across diverse landscapes, having adeptly navigated roles spanning tree work, construction, and irrigation projects. His tenure is marked by sterling leadership, guiding teams with unparalleled finesse and vision, making him an indispensable asset in the realm of landscape management.

Juan “Carlos” Valenzuela, Construction Manager:

Carlos brings over 36 years of extensive experience in the landscape industry, specializing in maintenance, construction, and design/build. For the past 26 years, he has been a key asset to Arcadia, where he is recognized as indispensable. As a highly skilled Irrigation Technician, Carlos adeptly steps in for Ron and Cody when needed. Known for his talent, intelligence, and exceptional leadership, Carlos consistently demonstrates his expertise and dedication to excellence in all aspects of his work.

Jesus Carpio, Maintenance Supervisor:

Jesus Carpio is the cornerstone of excellence at Arcadia Landscape, with an impressive 20-year journey in the landscape industry. As our esteemed Maintenance Supervisor, he orchestrates and inspires the daily operations of our crews and employees with unmatched skill and dedication. Jesus's profound impact and unwavering commitment make him an invaluable asset, elevating the standards of service and client satisfaction to extraordinary heights within our company.

Laurel Buzard, Contract Administrator:

Laurel Buzard has been a valued member of our team for the past two years, contributing a wealth of experience and a consistently positive attitude. Her proficiency in Excel and Word has been instrumental in her role as a knowledgeable and hardworking Administrator. Laurel's career journey includes extensive involvement in the construction trades, where she previously served as a Project Coordinator for a local "green" company. Prior to joining our organization, Laurel accumulated over nine years of diverse experience at Home Depot, where she held various positions, notably thriving in the Gardening department. It was during this time that her passion for plants and all aspects of landscaping flourished. Laurel has skills in coordinating activities to meet project goals, invoicing, customer service with 38 years of experience, and verbal and written communication. Her combination of industry expertise, commitment to excellence, and passionate engagement makes Laurel an invaluable member of our team. We are grateful for her continued contributions and look forward to her ongoing impact within our organization.

Maria Jaramillo, Accounts Receivable:

With over 35 years of experience in customer service, Maria has honed her skills in effectively managing client relationships and ensuring satisfaction. For the past 8 years, she has served as an Accounts Receivable Manager, specializing in maintenance contract invoicing and time and materials invoicing. She holds certifications for Automated Accounting and office skills, as well as other certifications in accounting. Maria is also a Licensed Notary through the State of Arizona. Her role has allowed her to develop strong collections abilities and a keen eye for detail in managing accounts receivable.

Maria is fluent in both Spanish and English, which has enabled her to effectively communicate with a diverse client base and collaborate with teams across different regions. Her human resources abilities have further complemented her role, allowing Maria to understand and manage team dynamics efficiently.

Additionally, Maria brings expertise in payroll submissions, ensuring accurate and timely processing of payroll for employees. Her comprehensive experience and bilingual skills make Maria a versatile and valuable asset to any organization.

Janice Liles, Accounts Payable:

Janice Liles has been a cornerstone in the Landscape Accounting Industry since the 1980s, specializing in Construction Accounting within the Landscape Industry. Her career has encompassed pivotal roles across numerous governmental agencies including ADOT, COT, Pima County, Maricopa County, SEAGO, and Cochise County. Janice's expertise spans certifications, compliances, and pre-qualifications, managing certified payrolls, overseeing contract administration, and handling contract billing using all required governmental forms. She has been actively engaged in numerous "Partnering" workshops and pre-construction conferences, fostering collaborative environments that optimize project outcomes. Janice's focus in Construction Accounting includes producing Audited Financials with Job Schedules, precise Over/Under Billing Calculations, and managing comprehensive Depreciation for Equipment and Asset Schedules. Her tenure at Arcadia Landscape reflects a commitment to excellence, unparalleled expertise, and a consistent track record of surpassing expectations.

Evan Campbell, QP/Director of Weed Management/Certified Spray Technician:

Evan has been a licensed and certified professional in the landscape industry for over five years. Currently serving as the Qualified Party and Director of Weed Management at Arcadia Landscape, Evan brings extensive expertise in chemical compositions and compliance with the regulations set forth by the Arizona Department of Agriculture Pest Management Division. His dedication to his craft and deep knowledge of pest management have made him an invaluable asset to Arcadia Landscape, ensuring the highest standards of safety and effectiveness in weed control and overall landscape maintenance.

Johnny Hernandez, Certified Spray Technician:

Johnny Hernandez embodies unwavering dedication and expertise at Arcadia Landscape, where he serves as a skilled spray technician. With over 20 years in the landscape industry and licensed by the Arizona Department of Agriculture since 2018, Johnny exemplifies versatility and commitment. Beyond his official role, Johnny willingly steps into various responsibilities across the company, showcasing his adaptability and readiness to contribute wherever needed. His extensive experience and proactive approach consistently elevate our standards and ensure exceptional results, making Johnny an indispensable member of our team.

Carlos Valenzuela Jr., Irrigation Technician/Crew Lead:

Carlos "Jr." has been an irrigation technician at Arcadia Landscape for over five years. Rising through the ranks from his initial roles in construction and maintenance, he has proven himself as a valued Construction Crew leader. Carlos now oversees large irrigation projects, skillfully troubleshooting and repairing existing systems. His extensive hands-on experience has endowed him with deep insights into the specific water needs of various plant types and soil conditions, making him an indispensable asset to our team.



Accounting/Billing Overview

All invoice documents will reference the County's DO number and include item descriptions or property names, unit prices, and units of measure or monthly totals for the property as specified in the County's order document for all invoice line items. This ensures transparency and consistency in billing, allowing for accurate tracking and reconciliation of services rendered.

A comprehensive payroll report will be included with each invoice as supporting documentation upon request. This report will detail the labor costs associated with the services provided, offering a clear breakdown of hours worked and wages paid. This additional documentation aims to provide the County with a thorough understanding of the billing charges and to facilitate any necessary audits or reviews.

Invoicing will be performed on the last day of each month to ensure that all services provided within the month are accounted for and billed in a timely manner. This regular billing schedule helps maintain a consistent cash flow and ensures that both parties are aware of financial obligations at predictable intervals.

Any returned invoices requiring corrections will be promptly addressed within 7 business days, or sooner upon the County's request. Our commitment to swift resolution of any discrepancies underscores our dedication to maintaining a smooth and efficient billing process.

Importantly, the invoice date cannot legally be changed because it would alter tax data. This legal stipulation ensures that all financial records remain accurate and compliant with tax regulations. In cases where an invoice must be revised, the original invoice number will be retained with an added letter suffix to indicate the revision. This method maintains the integrity of our invoicing system and ensures clear traceability of all changes made.



Employment Level

Arcadia Landscape is proud to maintain a robust workforce of 40 dedicated employees. This diverse and skilled team enables us to effectively manage and deliver high-quality landscape maintenance services across various projects. For the successful completion of this contract, we have determined that approximately 13 employees will be required.

This estimation is based on a comprehensive analysis of the total number of properties to be serviced and the frequency of visits needed to meet the specified maintenance standards. Our calculation process involved a detailed review of each property's unique requirements, including the scope of work, seasonal variations, and the specific maintenance tasks to be performed.

By allocating 13 employees to this contract, we ensure that each property receives the attention and care necessary to maintain its landscape in optimal condition. This staffing level allows us to provide timely and efficient service while maintaining the flexibility to address any unexpected issues or additional requests from the County.

Our commitment to maintaining a well-trained and adequately staffed team ensures that we can meet the high standards expected by the County and deliver exceptional results consistently. With 40 employees in our workforce, we have the capacity to allocate the necessary resources to this contract while continuing to support our other projects seamlessly.



Community Involvement

Arcadia Landscape is deeply committed to contributing to the well-being of the local community, not only through our professional services but also through active involvement in charitable and community initiatives. Our presence in the area extends beyond our business operations, as we engage in various efforts to support and uplift the community.

Local Presence

Arcadia Landscape has been a proud member of the local community for many years, providing reliable and high-quality landscape maintenance services across Pima County. Our dedication to maintaining beautiful and healthy landscapes reflects our commitment to enhancing the environment and the quality of life for all residents.

Charitable Partnerships

We actively support and collaborate with several charitable organizations to make a positive impact:

Ronald McDonald House Charities:

- **Volunteer Efforts:** Our team regularly volunteers at Ronald McDonald House, assisting with landscaping projects to create a welcoming and serene environment for families staying there.
- **Fundraising and Donations:** We participate in fundraising events and make donations to support the essential services provided by Ronald McDonald House to families with critically ill children.

Rose Bowl:

- **Community Events:** Arcadia Landscape is involved in various community events held at the Rose Bowl, contributing our expertise in landscape maintenance to ensure these events are held in a beautiful and well-maintained setting.
- **Sponsorship and Support:** We sponsor events and activities at the Rose Bowl, demonstrating our commitment to preserving this iconic venue and supporting its role in the community.

Ongoing Community Engagement

In addition to our work with specific organizations, we engage in a range of community activities:

- **Local Schools and Parks:** We partner with local schools and parks to provide landscaping services, educational workshops, and support for environmental initiatives.
- **Environmental Stewardship:** Our company participates in local clean-up drives, tree planting events, and other environmental stewardship activities to promote sustainability and environmental awareness.

Arcadia Landscape's community involvement is a testament to our dedication to making a meaningful difference in the lives of those in our local area. We believe that our success is intertwined with the well-being of the community, and we are committed to continuing our efforts to support and enrich the places where we live and work.



Unique Qualifications and Approach to Managing Landscape Maintenance Services for Wastewater Reclamation Facilities Group B

Company Overview

Arcadia Landscape has been a leader in landscape maintenance services for over 40 years, specializing in large-scale facilities such as wastewater reclamation plants. Our commitment to quality, safety, and environmental sustainability has established us as a trusted partner for numerous public and private sector clients.

Unique Qualifications

1. **Experienced Personnel:** Our team consists of highly trained professionals with extensive experience in managing large and complex landscapes. All employees are certified in their respective fields, including Arizona Department of Agriculture applicator certification for chemical applications.
2. **Comprehensive Training Programs:** We invest in continuous training for our employees to ensure they are up to date with the latest industry standards, safety protocols, and environmental regulations.
3. **State-of-the-Art Equipment:** We utilize advanced equipment and tools to enhance efficiency and effectiveness. Our machinery is regularly inspected and maintained to ensure optimal performance and safety compliance.
4. **Proven Track Record:** We have successfully managed landscape maintenance for various wastewater treatment facilities, demonstrating our ability to handle the specific challenges these environments present.
5. **Environmental Stewardship:** Our approach includes sustainable practices such as the use of eco-friendly herbicides, efficient water management systems, and the implementation of native and drought-resistant plant species to minimize water usage and support local ecosystems.

Approach to Managing Tres Rios Wastewater Treatment Facility

Weekly Section Maintenance

- **Site Division:** The facility is divided into four manageable sections, each serviced weekly to ensure thorough and consistent maintenance. This allows us to focus on specific areas systematically, ensuring no part of the facility is neglected.
- **Weed Control:** We prioritize weed control through a combination of pre-emergent and post-emergent herbicide applications and manual removal. Overflow basins in section 4 will receive monthly post-emergent treatments, and pre-emergent applications will be conducted twice yearly, before summer and winter rains.

Volunteer Tree and Shrub Removal: Our team is trained to identify and remove volunteer trees and undesirable bushes to maintain the site's integrity and aesthetic.

Site Entry and Exit Protocol

- **Sign-In/Sign-Out Procedures:** Employees will sign in and out at the Regional Wastewater Reclamation Department Plant Site Administration Office and notify the designated Point of Contact. For unmanned sites, we will use the provided call box for access.
- **ID Pass Compliance:** All employees will wear the issued ID passes and return them at the end of each day.

Personal Protective Equipment (PPE)

- **PPE Provision:** We supply all necessary PPE, including hard hats, safety boots, vests, eye, and hearing protection. Compliance with PPE requirements is strictly enforced to ensure the safety of our employees and adherence to site regulations.

Identification and Vehicle Marking

- **Vehicle Identification:** Our vehicles will be clearly marked with decals or magnets displaying our company name. Alternatively, a sign of at least 8.5x11 inches will be displayed in the windshield.
- **Uniforms:** All personnel will wear company uniforms or badges at all times for easy identification.

Clean Work Site

- **Site Cleanliness:** We maintain a clean work environment by promptly disposing of debris and materials. Any spills will be reported immediately to the County Point of Contact.

Safety and Security

- **Safety Hazards:** Potential safety hazards will be addressed immediately. Open holes or trenches will be secured with fencing and barricades.
- **Equipment and Tool Provision:** We provide all necessary equipment and tools, ensuring no additional cost to Pima County.

Compliance and Security

- **Lock-Out/Tag-Out Procedures:** Safe lock-out/tag-out procedures will be utilized at all times.
- **Employee Safety:** We are committed to the safety of our employees and provide regular training on safety practices.
- **Authorized Entry:** Access to RWRD sites is restricted to authorized personnel with proper identification.

By leveraging our extensive experience and dedicated team, Arcadia Landscape is uniquely positioned to provide high-quality and consistent landscape maintenance services for the Tres Rios Wastewater Treatment Facility and other wastewater locations. Our proactive approach ensures that all requirements are met efficiently, enhancing the overall appearance and functionality of the facilities we serve.

Exhibit G - 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)

Staffing Plans, Including Subcontractors (work schedules): Due **prior** 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

Subcontracted Labor (if applicable): 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

Revised 10/26/2023



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

CERTIFICATION OF LIVING WAGE PAYMENTS
Effective upon contract renewal in 2024

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

Yes [checked] No [] If no, you must explain all deviations in writing.

Company Name: CDK Design LLC DBA Arcadia Landscape

Description of Services: Landscape Maintenance and Repair Services

Job Location: Pima County

(PLEASE CHECK ONE(S) THAT APPLY)

[checked] 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:

Address:

Phone: Fax:

Plan or Program Number: Type of Benefit:

Total premium paid per month: Amount paid by employee:

(Attach pages if needed for additional providers)

COMPANY NAME: CDK Design LLC DBA Arcadia Landscape

AUTHORIZED SIGNATURE: [Signature] DATE: 7/2/24

Ronald Kirk
PRINTED NAME

Owner/CEO
TITLE OF AUTHORIZED

No	Description	UOM	Group Id	Price	Quantity	Total Cost
139	Arivaca Wastewater Facility	Month	Group B1	\$ 192.63	12	\$ 2,311.56
140	Avra Valley Wastewater Facility 10000 W. Snyder Hill	Month	Group B1	\$ 513.68	12	\$ 6,164.16
141	Corona De Tucson Wastewater Facility 1100 W. Sahuarita Rd	Month	Group B1	\$ 385.26	12	\$ 4,623.12
142	Sub Regional Facilities 4527 W. Walker Rd **Site divided into four (4) sections. One section to be completed per week. Including overflow basins.	Week	Group B1	\$ 107.02	52	\$ 5,565.04
143	Green Valley Wastewater Facility 2201 N. Old Nogales Hwy (Every Other Week)	Week	Group B1	\$ 299.64	26	\$ 7,790.64
144	Mt. Lemmon Wastewater Facility 12633 N. Sabino Canyon Park	Month	Group B1	\$ 278.20	12	\$ 3,338.40
145	Randolph Park Wastewater Facility 3805 E. 22nd St (Every Other Week)	Week	Group B1	\$ 192.63	26	\$ 5,008.38
146	Tres Rios Wastewater Treatment Facility 7101 N. Casa Grande Hwy **Site divided into four (4) sections. One section to be completed per week. Including overflow basins.	Week	Group B1	\$ 2,200.00	52	\$ 114,400.00
147	Continental Ranch Wastewater Facility 10040 N. Coachline	Month	Group B1	\$ 210.00	12	\$ 2,520.00
148	Water Campus (ROMP) 2955 W. Calle Agua Nueva Bldg **Site divided into four (4) sections. One section to be completed per week. Including overflow basins.	Week	Group B1	\$ 599.29	52	\$ 31,163.08
149	Landscape Laborer	Hour	Group B2	\$ 37.00	500	\$ 18,500.00
150	Irrigation Repair Specialist	Hour	Group B2	\$ 52.00	200	\$ 10,400.00
151	Landscape Supervisor	Hour	Group B2	\$ 52.00	100	\$ 5,200.00
152	Tree removal 8ft or less	Each	Group B2	\$ 85.00	10	\$ 850.00
153	Tree removal 9ft to 15ft.	Each	Group B2	\$ 445.00	10	\$ 4,450.00
154	Tree Removal 16ft to 30 ft.	Each	Group B2	\$ 675.00	10	\$ 6,750.00
155	Tree Services Trimming and Thinning above 8'	Hour	Group B2	\$ 150.00	250	\$ 37,500.00
156	Palm Tree Trimming services	Hour	Group B2	\$ 180.00	40	\$ 7,200.00
157	Chemical weed Control (Pre Emergent) Outside of Regular Services	Square Foot/Feet	Group B2	\$ 0.01	10,000.00	\$ 100.00
158	Chemical weed Control (Post Emergent) Outside of Regular Services	Square Foot/Feet	Group B2	\$ 0.02	10,000.00	\$ 200.00
159	Large Parcel Cleanup. Brushing, Clearing and Trash/Debris	Hour	Group B2	\$ 37.00	250	\$ 9,250.00
160	Hardscape and Drainage Design Services	Hour	Group B2	\$ 50.00	50	\$ 2,500.00
161	Texas Ebony 5 Gal.	Each	Group B3	\$ 13.00	5	\$ 65.00
162	Texas Ranger 5 Gal.	Each	Group B3	\$ 13.00	10	\$ 130.00
163	Desert Willow 10 Gal	Each	Group B3	\$ 26.00	10	\$ 260.00
164	Desert Marigold 1 Gal.	Each	Group B3	\$ 6.00	20	\$ 120.00
165	Fairy Duster 1 Gal.	Each	Group B3	\$ 6.00	10	\$ 60.00
166	Yellow Belts 5 Gal.	Each	Group B3	\$ 13.00	10	\$ 130.00
167	Lantana 1 Gal.	Each	Group B3	\$ 6.00	10	\$ 60.00
168	Chilean Mesquite 5 gal.	Each	Group B3	\$ 13.00	10	\$ 130.00
169	Decomposed Granite 1/2" Apache Red or Equiv.	Ton	Group B3	\$ 120.00	10	\$ 1,200.00
170	Salvia 1 gal.	Each	Group B3	\$ 6.00	10	\$ 60.00
171	Rip Rap Stone 6"+ -	Ton	Group B3	\$ 130.00	10	\$ 1,300.00
172	Top Soil	Ton	Group B3	\$ 130.00	10	\$ 1,300.00
173	Reject Sand	Ton	Group B3	\$ 90.00	10	\$ 900.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/2/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AssuredPartners of Arizona, LLC 4544 E Camp Lowell Dr., Suite 110 Tucson AZ 85712		CONTACT NAME: Alyssa Canez PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: Alyssa.Canez@assuredpartners.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Secura Insurance, A Mutual Company	NAIC # 22543
		INSURER B: AmGUARD Ins Co	42390
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	
INSURED CDK Design LLC, DBA: Arcadia Landscape 2002 E 13th St Tucson AZ 85719			

COVERAGES

CERTIFICATE NUMBER: 23.24 MASTER

REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Deductible \$1,000 per claim GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	CP- 3399437	10/25/2023	10/25/2024	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 15,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
							Pesticide/Herbicide	\$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	CA- 3399438	10/25/2023	10/25/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	X	X	CU- 3399439	10/25/2023	10/25/2024	EACH OCCURRENCE	\$ 2,000,000
							AGGREGATE	\$ 2,000,000
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	R2WC410365	12/01/2023	12/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Rented/Leased Equipment			CP- 3399437	10/25/2023	10/25/2024	Unscheduled	\$60,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Solicitation No. RFP-24000243- Landscape Maintenance and Repair Services
 Pima County and all its related special districts, elected officials, officers, agents, employees and volunteers (collectively "County and its Agents") are additional insureds on the general liability and auto liability when required by written contract or agreement. Coverage is Primary and Noncontributory. General liability & Worker's Comp Waiver of Subrogation in favor of additional insureds. Worker's Comp Excluded: Nancy & Ronald Kirk

CERTIFICATE HOLDER**CANCELLATION**

Pima County Procurement Department 130 W Congress St, 3rd Floor Tucson AZ 85701	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---

© 1988-2015 ACORD CORPORATION. All rights reserved.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Specific Waiver

Person/Organization: City of Tucson
Job Description: Landscape maintenance
Waiver Premium: 1,225.00

Class	State	Payroll Subject to Waiver
0042	AZ	36,400

Person/Organization: Pacific General Contractor Builders Inc/ Autozone Inc.
Job Description: Landscape and irrigation installation
Waiver Premium: 1,225.00

Class	State	Payroll Subject to Waiver
0042	AZ	15,043

Person/Organization: Pima County Procurement Department Materials & Services
Job Description: Property maintenance
Waiver Premium: 1,225.00

Class	State	Payroll Subject to Waiver
9102	AZ	650,000

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Insured

Effective Policy No. R2WC410365 Endorsement No. Premium

Insurance Company

Countersigned by _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CinciPlus®
BUSINESS AUTO XC+®
(EXPANDED COVERAGE PLUS)
ENDORSEMENT

This endorsement modifies insurance provided by the following:

BUSINESS AUTO COVERAGE FORM

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

A. Blanket Waiver of Subrogation

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution or the "insured contract".

B. Noncontributory Insurance

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance c. is deleted in its entirety and replaced by the following:

c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability Coverage is primary and we will not seek contribution from any other insurance for any liability assumed under an "insured contract" that requires liability to be assumed on a primary noncontributory basis.

C. Additional Insured by Contract

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured is amended to include as an insured any person or organization for whom you have agreed in a valid written contract to provide insurance as afforded by this policy.

This provision is limited to the scope of the valid written contract.

This provision does not apply unless the valid written contract has been:

1. Executed prior to the accident causing "bodily injury" or "property damage", and
2. Is still in force at the time of the "accident" causing "bodily injury" or "property damage".

D. Employee Hired Auto

1. Changes in Liability Coverage

The following is added to the **SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes in General Conditions

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance is deleted in its entirety and replaced by the following:

b. For Hired Auto Physical Damage Coverage the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

E. Audio, Visual and Data Electronic Equipment

SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance is amended by adding the following:

4. The most we will pay for all "loss" to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of:

- a. The actual cash value of the damaged or stolen property as of the time of the "accident";
- b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
- c. \$2,500.

Provided the equipment, at the time of the "loss" is:

- a. Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- b. Removable from a permanently installed housing unit as described in Paragraph 2.a. above; or
- c. An integral part of such equipment.

F. Who is an Insured - Amended

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured is amended by adding the following:

The following are "insureds":

1. Any subsidiary which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this coverage form.

However, the insurance afforded by this provision does not apply to any subsidiary that is an "insured" under any other automobile liability policy or would be an "insured" under such policy but for termination of such policy or the exhaustion of such policy's limits of insurance.

2. Any organization that is newly acquired or formed by you and over which you maintain majority ownership. The insurance provided by this provision:

- a. Is effective on the date of acquisition or formation, and is afforded for 180 days after such date;
- b. Does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization;
- c. Does not apply to any newly acquired or formed organization that is a joint venture or partnership; and
- d. Does not apply to an insured under any other automobile liability policy or would be an insured under such a policy but for the termination of such policy or the exhaustion of such policy's limits of insurance.

3. Any of your "employees" while using a covered "auto" in your business or your personal affairs, provided you do not own, hire or borrow that "auto".

G. Liability Coverage Extensions - Supplementary Payments - Higher Limits

SECTION II - LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments is amended by:

1. Replacing the \$2,000 Limit of Insurance for bail bonds with \$4,000 in (2); and
2. Replacing the \$250 Limit of Insurance for reasonable expenses with \$500 in (4).

H. Amended Fellow Employee Exclusion

SECTION II - LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee is modified as follows:

Exclusion 5. Fellow Employee is deleted.

I. Hired Auto - Physical Damage

If hired "autos" are covered "autos" for Liability Coverage, then Comprehensive and Collision Physical Damage Coverages as provided under **SECTION III - PHYSICAL DAMAGE COVERAGE** of this Coverage Part are extended to "autos" you hire, subject to the following:

1. The most we will pay for "loss" to any hired "auto" is \$50,000 or the actual cash value or cost to repair or replace, whichever is the least, minus a deductible.
2. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage, or \$1,000, whichever is less.
3. Hired Auto - Physical Damage coverage is excess over any other collectible insurance.

AA 288 06 20

Includes copyrighted material of ISO Properties, Inc., with its permission.

Page 1 of 4

AA 288 06 20

Includes copyrighted material of ISO Properties, Inc., with its permission.

Page 2 of 4

4. Subject to the above limit, deductible, and excess provisions we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own insured under this policy.

Coverage includes loss of use of that hired auto, provided it results from an "accident" for which you are legally liable and as a result of which a monetary loss is sustained by the leasing or rental concern. The most we will pay for any one "accident" is \$3,000.

If a limit for Hired Auto - Physical Damage is shown in the Schedule, then that limit replaces, and is not added to, the \$50,000 limit indicated above and the deductibles shown in the Schedule are applicable.

J. Rental Reimbursement

SECTION III - PHYSICAL DAMAGE COVERAGE is amended by adding the following:

1. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductible applies to this coverage.
2. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 - a. The number of days reasonably required to repair the covered "auto", if "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or
 - b. 30 days.
3. Our payment is limited to the lesser of the following amounts:
 - a. Necessary and actual expenses incurred; or
 - b. \$50 per day.
4. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
5. We will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under **SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions**.

K. Transportation Expense - Higher Limits

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions is amended by replacing \$20 per day with \$50 per day, and \$800 maximum with \$1,500 maximum in **Extension a. Transportation Expenses**.

L. Airbag Coverage

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, 3.a. is amended by adding the following:

However, the mechanical and electrical breakdown portion of this exclusion does not apply to the accidental discharge of an airbag. This coverage for airbags is excess over any other collectible insurance or warranty.

M. Loan or Lease Gap Coverage

1. **SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance** is deleted in its entirety and replaced by the following, but only for private passenger type "autos" with an original loan or lease, and only in the event of a "total loss" to such a private passenger type "auto":

- a. The most we will pay for "loss" in any one "accident" is the greater of:
 - (1) The amount due under the terms of the lease or loan to which your covered private passenger type "auto" is subject, but will not include:
 - (a) Overdue lease or loan payments;
 - (b) Financial penalties imposed under the lease due to high mileage, excessive use or abnormal wear and tear;
 - (c) Security deposits not refunded by the lessor;
 - (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - (e) Carry-over balances from previous loans or leases; or
 - (2) Actual cash value of the stolen or damaged property.
- b. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of "loss".

2. **SECTION V - DEFINITIONS** is amended by adding the following, but only for the purposes of this Loan or Lease Gap Coverage:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

N. Glass Repair - Waiver of Deductible

SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible is amended by adding the following:

No deductible applies to glass damage if the glass is repaired in a manner acceptable to us rather than replaced.

O. Duties in the Event of an Accident, Claim, Suit or Loss - Amended

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties in the Event of Accident, Claim, Suit or Loss, a. is amended by adding the following:

This condition applies only when the "accident" or "loss" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An executive officer or insurance manager, if you are a corporation; or
4. A member or manager, if you are a limited liability company.

P. Unintentional Failure to Disclose Hazards

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation or Fraud is amended by adding the following:

However, if you unintentionally fail to disclose any hazards existing on the effective date of this Coverage Form, we will not deny coverage under this Coverage Form because of such failure.

Q. Mental Anguish Resulting from Bodily Injury

SECTION V - DEFINITIONS, C. "Bodily injury" is deleted in its entirety and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish and death sustained by the same person that results from such bodily injury, sickness or disease. "Bodily injury" does not include mental anguish or death that does not result from bodily injury, sickness or disease.

R. Coverage for Certain Operations in Connection with Railroads

With respect to the use of a covered "auto" in operations for or affecting a railroad:

1. **SECTION V - DEFINITIONS, H. "Insured contract", 1.c.** is deleted in its entirety and replaced by the following:
 - c. An easement or license agreement;
2. **SECTION V - DEFINITIONS, H. "Insured contract", 2.a.** is deleted.

AA 288 06 20

Includes copyrighted material of ISO Properties, Inc., with its permission.

Page 3 of 4

AA 288 06 20

Includes copyrighted material of ISO Properties, Inc., with its permission.

Page 4 of 4



PO Box 819
 Appleton, WI 54912-0819
 (920) 739-3161

SECURA Insurance Company
COMMERCIAL UMBRELLA POLICY
 DECLARATIONS

POLICY NO. 20-CU-003399439-0

ACCOUNT NUMBER: 5070772

NAMED INSURED AND MAILING ADDRESS

CDK DESIGN LLC
 2002 E 13TH ST
 TUCSON, AZ 85719

AGENCY AND MAILING ADDRESS

020098

ASSUREDPARTNERS OF AZ
 LOWELL DR #110
 4544 E CAMP
 TUCSON, AZ 85712

 (520) 571-7737

POLICY PERIOD: FROM 10/25/2023 TO 10/25/2024 AT 12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

THE NAMED INSURED IS: Limited Liability Company (LLC)

BUSINESS DESCRIPTION: Lawn Care Services

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

RETAINED LIMIT	
Self Insured Retention	\$ 10,000

UMBRELLA COVERAGE	
LIMITS OF INSURANCE	
Each Occurrence Limit (Liability Coverages)	\$ 2,000,000
Personal And Advertising Injury Limit	\$ 2,000,000
Aggregate Limit (Liability Coverages) (except with respect to "covered autos")	\$ 2,000,000
Other:	
Employee Benefits Liability Coverage	View Form CU0403

TERRORISM COVERAGE IS ACCEPTED.

--	--

SECURA Insurance Company
COMMERCIAL UMBRELLA POLICY
 DECLARATIONS

POLICY NO. 20-CU-003399439-0
INSURED: CDK DESIGN LLC

EFFECTIVE DATE: 10/25/2023
AGENCY: ASSURED PARTNERS OF AZ

This is not a bill - Invoice to follow.
 Total premium is payable in monthly installments.

FORMS AND ENDORSEMENTS
APPLYING TO THIS COVERAGE PART AND MADE PART OF THIS POLICY AT TIME OF ISSUE:
 See Forms Schedule
NOTE: IF NO ENTRY APPEARS ON THE ABOVE ENDORSEMENTS, INFORMATION REQUIRED TO COMPLETE THE FORM WILL BE SHOWN ON THE SUPPLEMENTAL IMMEDIATELY FOLLOWING THE APPLICABLE ENDORSEMENT.

SCHEDULE OF UNDERLYING INSURANCE

Commercial General Liability Underlying Information Company: SECURA Insurance Company	Policy Number: 20-CP-003399437-0
Each Occurrence Limit	\$ 1,000,000
General Aggregate Limit	\$ 2,000,000
Products-Completed Operations Aggregate Limit	\$ 2,000,000
Personal And Advertising Injury Limit	\$ 1,000,000
Other Coverages	
Employee Benefits Liability	<input type="checkbox"/> Occurrence <input checked="" type="checkbox"/> Claims Made
Each Employee Limit	\$ 1,000,000
Aggregate Limit	\$ 2,000,000
Retroactive Date	10/25/2023

Commercial Auto Liability Underlying Information Company: SECURA Insurance Company	Policy Number: 20-A-003399438-0
Each Accident Limit	\$ 1,000,000
Other Coverages	

THESE DECLARATIONS, IF APPLICABLE, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND ENDORSEMENTS, AND SUPPLEMENTAL FORM DECLARATION(S), IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Coverages provided by this endorsement are subject to the provisions applying to the Commercial General Liability Coverage Form unless otherwise noted. All policy provisions not in conflict with this endorsement shall apply. This endorsement is a valid part of the policy only when the form number is shown in the Declarations.

If coverage provided by any provision within this endorsement, any other endorsement, coverage form, or policy issued to you by us applies to the same "occurrence", the maximum applicable per occurrence and aggregate limits of insurance available under all endorsements, coverage forms, or policies may equal but not exceed the highest applicable per occurrence and aggregate limits of insurance under any one endorsement, coverage form, or policy providing coverage.

This condition does not apply to any coverage form or policy issued by us to apply specifically as excess insurance over the applicable coverage.

The following changes apply to **SECTION I - COVERAGES**:

1. Extended Nonowned Watercraft

- a. Under **2., Exclusions** of **SECTION I - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, **(2) of Exclusion g. Aircraft, Auto Or Watercraft** is removed and replaced by:

- (2)** A watercraft you do not own that is:
- (a)** Less than 51 feet long; and
 - (b)** Not being used to carry persons or property for a charge;

2. Voluntary Property Damage Coverage

- a. The following is added to **SECTION I COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

- (1)** At your request, we will pay for unintentional "property damage" to property of others in your possession. The "property damage" must be caused by an "occurrence" resulting from "your work" that is incidental to

your business operations which are covered by this policy and that take place away from the premises you own, rent, lease, or occupy. The "occurrence" must take place in the "coverage territory".

- (2)** With respect to coverage provided by this section of the endorsement, under **2., Exclusions** of **SECTION I COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, **(4)** and **(5)** of **Exclusion j. Damage To Property** are deleted.
- (3)** With respect to the coverage provided by this section of the endorsement, the following exclusions apply in addition to the Exclusions under **SECTION I COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

This insurance does not apply to:

- (a)** "Property damage" to property which is rented, leased, or borrowed by an insured;
- (b)** "Property damage" caused by or

resulting from ownership, maintenance, or use of any aircraft, "auto", or watercraft or transportation of property, including "loading or unloading" of property, from any aircraft, "auto", or watercraft;

- (c) "Property damage" caused by or arising out of work performed for you or on your behalf by a subcontractor;
 - (d) "Property damage" arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data";
 - (e) "Property damage" caused by or arising out of "your work" included in the "products-completed operations hazard"; or
 - (f) Mysterious disappearance, abstraction, or loss of use of property.
- (4) With respect to the coverage provided by this section of the endorsement, **SECTION III LIMITS OF INSURANCE** is replaced by the following:
- (a) The Limits of Insurance shown below fix the most we will pay regardless of the number of:
 - (i) Insureds;
 - (ii) Claims made or "suits" brought; or
 - (iii) Persons or organizations making claims or bringing "suits".
 - (b) Subject to (c) below, \$2,500 is the most we will pay for the sum of all "property damage" as the result of any one "occurrence" under this coverage extension.
 - (c) \$5,000 is the most we will pay for the sum of all "property damage" as the result of all "occurrences" under this coverage extension.
 - (d) These limits of insurance for this coverage apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the

beginning of the policy period shown in the Declarations that this endorsement was added to the policy, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

- (5) Our obligation to pay for covered "property damage" on your behalf applies only to the amount of "property damage" in excess of the greater of:
 - (a) \$250; or
 - (b) the deductible as stated in the Declarations Page of this coverage part.

This deductible amount applies to all damages sustained by any one person or organization because of "property damage" as the result of any one "occurrence".

The limit of insurance will not be reduced by the application of the deductible amount.

We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

- (6) The coverage provided under this section of the endorsement shall be excess over any other insurance, whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise, unless such other insurance is written only as specific excess insurance over the Limits of Liability provided in this endorsement.
- (7) In the event of "property damage" covered by this endorsement, you shall, if requested by us, replace the property or furnish the labor and materials necessary for repairs at your actual cost, excluding any profit or overhead charges.

- (8) With respect to this section of the endorsement, the following definition is added under **SECTION V - DEFINITIONS:**

"Electronic data" means information, facts, or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and application software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices, or any other media which are used with electronically controlled equipment.

3. Care, Custody, and Control Liability Coverage

- a. The following is added to **SECTION I COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

- (1) We will pay those sums that you become legally obligated to pay as damages because of unintentional "property damage" to property of others in your care, custody, or control. The "property damage" must be caused by an "occurrence" resulting from "your work" that is incidental to your business operations which are covered by this policy and that take place away from the premises you own, rent, lease, or occupy. The "occurrence" must take place in the "coverage territory".
- (2) With respect to coverage provided by this section of the endorsement, under 2., **Exclusions** of **SECTION I COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, (3), (4), and (5)** of **Exclusion j. Damage To Property** are deleted.
- (3) With respect to the coverage provided by this section of the endorsement, the following exclusions apply in addition to the Exclusions under **SECTION I COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

This insurance does not apply to:

- (a) "Property damage" caused by or resulting from ownership, maintenance, or use of any aircraft, "auto", or watercraft or transportation of property, including "loading or unloading" of property,

from any aircraft, "auto", or watercraft;

- (b) "Property damage" caused by or arising out of work performed for you or on your behalf by a subcontractor;
- (c) "Property damage" arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data";
- (d) "Property damage" caused by or arising out of "your work" included in the "products-completed operations hazard"; or
- (e) Mysterious disappearance, abstraction, or loss of use of property.
- (4) With respect to the coverage provided by this section of the endorsement, **SECTION III LIMITS OF INSURANCE** is replaced by the following:
- (a) The Limits of Insurance shown below fix the most we will pay regardless of the number of:
- (i) Insureds;
- (ii) Claims made or "suits" brought; or
- (iii) Persons or organizations making claims or bringing "suits".
- (b) Subject to (c) below, \$10,000 is the most we will pay for the sum of all "property damage" as the result of any one "occurrence" under this coverage extension.
- (c) \$30,000 is the most we will pay for the sum of all "property damage" as the result of all "occurrences" under this coverage extension.
- (d) These limits of insurance for this coverage apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations that this endorsement was added to the policy, unless the policy period is extended after issuance for an

additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

- (5) Our obligation to pay for covered "property damage" on your behalf applies only to the amount of "property damage" in excess of the greater of:

- (a) \$250; or
 (b) the deductible as stated in the Declarations Page of this coverage part.

This deductible amount applies to all damages sustained by any one person or organization because of "property damage" as the result of any one "occurrence".

The limit of insurance will not be reduced by the application of the deductible amount.

We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

- (6) The coverage provided under this section of the endorsement shall be excess over any other insurance, whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise, unless such other insurance is written only as specific excess insurance over the Limits of Liability provided in this endorsement.
- (7) In the event of "property damage" covered by this endorsement, you shall, if requested by us, replace the property or furnish the labor and materials necessary for repairs at your actual cost, excluding any profit or overhead charges.
- (8) With respect to this section of the endorsement, the following definition is added under **SECTION V - DEFINITIONS**:
- "Electronic data" means information, facts, or programs stored as or on,

created or used on, or transmitted to or from computer software (including systems and application software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices, or any other media which are used with electronically controlled equipment.

4. Electronic Data Liability

- a. The following paragraph is added to **SECTION III - LIMITS OF INSURANCE**:

8. Subject to 5. above, \$10,000 is the most we will pay under **Coverage A** for "property damage" because of all loss of "electronic data" arising out of any one "occurrence". The limit does not increase the "occurrence" limit stated in the Declarations.

- b. With respect to the coverage provided by this section of the endorsement, the following exclusion applies in addition to the Exclusions under **SECTION I COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

This insurance does not apply to:

- (p) Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property covered by this coverage form.
- c. The coverage provided under this section of the endorsement shall be excess over any other insurance, whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise, unless such other insurance is written only as specific excess insurance over the Limits of Liability provided in this endorsement.
- d. For the purposes of coverage provided under this section of the endorsement, the definition 17. "Property damage" under **SECTION V - DEFINITIONS** is removed and replaced by:

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;

- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it; or
- c. Loss of "electronic data". Loss of "electronic data" means: loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data" resulting from physical injury to tangible property covered by this coverage form. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purpose of this insurance, "electronic data" is not tangible property.

- e. For the purpose of coverage provided under this section of the endorsement, the following definition is added under **SECTION V- DEFINITIONS**:

"Electronic data" means information, facts, or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices, or any other media which are used with electronically controlled equipment.

5. Damage To Premises Rented To You

- a. If Damage To Premises Rented To You under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is not otherwise excluded from this coverage part by a separate endorsement, the following changes apply:

- (1) The paragraph immediately following **Exclusion 2.j.(6) of COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is removed and replaced by the following:

Paragraphs (1), (3), and (4) of this exclusion do not apply to "property damage" (other than damage by fire, explosion, smoke resulting from such fire or explosion, or leakage from an automatic fire protection system) to premises, including the contents of such premises, rented to you for a

period of 7 or fewer consecutive days. A separate Damage To Premises Rented To You Limit Of Insurance applies to this coverage as described in **SECTION III - LIMITS OF INSURANCE**.

- (2) Under **2. Exclusions of COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, the last paragraph is removed and replaced by the following:

Exclusions c. through n. do not apply to damage by fire, explosion, smoke resulting from such fire or explosion, or leakage from an automatic fire protection system to premises while rented to you or temporarily occupied by you with permission of the owner. A separate Damage To Premises Rented To You Limit Of Insurance applies to this coverage as described in **SECTION III - LIMITS OF INSURANCE**.

- (3) With respect to coverage afforded under this section of the endorsement, paragraph 6. under **SECTION III - LIMITS OF INSURANCE**, is removed and replaced by the following:

- 6. Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, explosion, smoke resulting from such fire or explosion, or leakage from an automatic fire protection system, while rented to you or temporarily occupied by you with permission of the owner.

Subject to all terms of **SECTION III - LIMITS OF INSURANCE**, the Damage To Premises Rented To You Limit is the greater of:

- a. \$300,000; or
- b. The amount shown in the Declarations for **DAMAGE TO PREMISES RENTED TO YOU LIMIT (ANY ONE PREMISES)**.

- (4) With respect to coverage afforded under this section of the endorsement,

condition **4.b.(1)(b)** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is removed and replaced by:

(b) That is insurance for Fire, Explosion, Smoke resulting from such Fire or Explosion, or Loss From Leakage From An Automatic Fire Protection System for premises rented to you or temporarily occupied by you with permission of the owner;

(5) With respect to coverage afforded under this section of the endorsement, paragraph **9.a.** of the definition of "Insured contract" under **SECTION V-DEFINITIONS**, is amended to read:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, explosion, smoke resulting from such fire or explosion, or leakage from an automatic fire protection system to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

6. Medical Payments

a. If **SECTION I - COVERAGE C MEDICAL PAYMENTS** is not otherwise excluded from this coverage part either by the provisions of any endorsement attached to this coverage part or by separate endorsement, the **MEDICAL EXPENSE LIMIT (ANY ONE PERSON)** as stated in the Declarations of this coverage part is increased to a limit of \$10,000.

7. Supplementary Payments

a. Under **SECTION I - SUPPLEMENTARY PAYMENTS - COVERAGES A AND B**, paragraph **1.b.** is removed and replaced by:

b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

b. Under **SECTION I-SUPPLEMENTARY PAYMENTS - COVERAGES A AND B**, paragraph **1.d.** is replaced by:

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

8. Employees as Insureds - Specified Health Care Services

a. Under **SECTION II - WHO IS AN INSURED**, paragraph **2. a. (1)(d)** is removed and replaced by the following:

(d) Arising out of his or her providing or failing to provide professional health care services. However, if you have "employees" who provide professional health care services on your behalf as duly licensed:

(i) Nurses;

(ii) Emergency Medical Technicians; or

(iii) Paramedics

in the jurisdiction where an "occurrence" or offense to which this insurance applies takes place, they are insureds with respect to professional health care services performed on your behalf. This coverage does not apply if you are in the business or occupation of providing any such professional services.

9. Additional Insured - Lessor of Leased Equipment

a. With respect to coverage afforded under this section of the endorsement, the following is added under **SECTION II - WHO IS AN INSURED**:

(1) Any person or organization from whom you lease equipment is an insured when you and such person or organization have agreed in a written contract that is currently in effect or becomes effective during the policy period stated on the Declarations Page and executed prior to the "bodily injury", or "property damage" for which coverage is sought, that you must add such person or organization as an additional insured on a policy of liability insurance such as is afforded by this policy. Such person or organization is an additional insured only with respect to liability for "bodily injury" or "property

damage" arising solely out of the maintenance, operation, or use of such leased equipment by you which may be imputed from any insured to that person or organization as the lessor of equipment. A person's or organization's status as an insured under this section of the endorsement ends when their contract with you for such leased equipment ends.

- (2) With respect to the coverage afforded to this additional insured, the following additional exclusion applies:

This insurance does not apply:

- (a) To any "occurrence" which takes place after the equipment lease expires.
- (3) If an endorsement is attached to this coverage part or policy that specifically names a person or organization as an insured or additional insured, then coverage under this endorsement does not apply to that entity.

10. Additional Insured - State or Political Subdivisions - Permits

- a. With respect to coverage afforded under this section of the endorsement, the following is added under **SECTION II - WHO IS AN INSURED:**

- (1) Any state or governmental agency or subdivision or political subdivision is an insured, when you and such state or governmental agency or subdivision or political subdivision have agreed in a written contract or agreement that is currently in effect or becomes effective during the policy period stated on the Declaration Page and executed prior to the "bodily injury" or "property damage" for which coverage is sought, that you must add such state or governmental agency or subdivision or political subdivision as an additional insured on a policy of liability insurance such as is afforded by this policy. Such state or governmental agency or subdivision or political subdivision is an additional insured with respect to liability for "bodily injury" or "property damage" arising solely out of the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit

or authorization in connection with premises you own, rent, or control and to which this insurance applies:

- (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
- (b) The construction, erection, or removal of elevators; or
- (c) The ownership, maintenance, or use of any elevators covered by this insurance.

- (2) If an endorsement is attached to this coverage part or policy that specifically names a state or governmental agency or subdivision or political subdivision as an insured or additional insured, then coverage under this endorsement does not apply to that entity.

11. Additional Insured - Managers or Lessors of Premises

- a. With respect to coverage afforded under this section of the endorsement, the following is added under **SECTION II - WHO IS AN INSURED:**

- (1) Any person or organization from whom you lease a premises is an insured when you and such person or organization have agreed in a written contract that is currently in effect or becomes effective during the policy period stated on the Declarations Page and executed prior to the "bodily injury" or "property damage" for which coverage is sought, that you must add such person or organization as an additional insured on a policy of liability insurance such as is afforded by this policy. Such person or organization is an additional insured only with respect to liability for "bodily injury" or "property damage" arising solely out of the ownership, maintenance, or use of that part of the premises leased to you which is the subject of the written contract for adding that person or organization as additional insured.

- (2) With respect to the coverage afforded to this additional insured, the following additional exclusions apply:

This insurance does not apply to:

- (a) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (b) Structural alterations, new construction, or demolition operations performed by or on behalf of such additional insured.
- (3) If an endorsement is attached to this coverage part or policy that specifically names a person or organization as an insured or additional insured, then coverage under this endorsement does not apply to that entity.

12. Newly Formed or Acquired Organizations

- a. Paragraph 4.a. of **SECTION II - WHO IS AN INSURED** is removed and replaced by:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

13. Construction Project General Aggregate Limit

- a. Paragraph 2. of **SECTION III - LIMITS OF INSURANCE**, is removed and replaced by:

2. The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical expenses under **Coverage C MEDICAL PAYMENTS**;
- b. Damages under **Coverage A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
- c. Damages under **Coverage B PERSONAL AND ADVERTISING INJURY LIABILITY**.

This General Aggregate Limit will not apply if the Construction Project General Aggregate Limit of Insurance, paragraph 9. applies.

- b. Under **SECTION III - LIMITS OF INSURANCE**, the following is added:

9. When it is agreed in a written contract by you and a person or organization for whom you are performing operations effective during the policy period stated on the Declarations Page and executed prior to the "bodily injury", "property damage", or "personal and advertising injury" for which coverage is sought to provide a Construction Project General Aggregate Limit of Insurance, a separate Construction Project General Aggregate Limit of Insurance, equal to the amount of the General Aggregate Limit shown in the Declarations, shall apply to each "construction project" for such person or organization and is the most we will pay for the sum of:

- a. Medical expenses under **Coverage C MEDICAL PAYMENTS**;
- b. Damages under **Coverage A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
- c. Damages under **Coverage B PERSONAL AND ADVERTISING INJURY LIABILITY**

which can be attributed only to your ongoing operations for such person or organization and only at a single "construction project" occurring away from a premises owned by, rented to, or leased to you.

For the purpose of this provision, "construction project" means: a location you do not own, rent, or lease where ongoing improvements, alterations, installation, demolition, or maintenance work is performed by you or on your behalf. All connected ongoing improvements, alterations, installation, demolition, or maintenance work performed by you or on your behalf at the same location for the same persons or organizations, no matter how often or under how many different contracts, will be deemed to be a single construction project.

14. Broadened Notice of an Occurrence

- a. Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, paragraphs 2.a. and 2.b. of **Duties In The Event Of Occurrence, Offense, Claim Or Suit** are removed and replaced by:

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when, and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

This condition applies only when the "occurrence" or offense is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) An "executive officer" of your corporation, if you are a corporation;
- (4) A member or manager, if you are a limited liability company;
- (5) Your insurance manager; or
- (6) Your elected or appointed officials, trustees, or board members, if you are an organization other than a partnership, joint venture, or limited liability company.

- b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

This condition will not be considered breached unless the breach occurs after such claim or "suit" is known to:

- (1) You, if you are an individual;

- (2) A partner, if you are a partnership;
- (3) An "executive officer" of your corporation, if you are a corporation;
- (4) A member or manager, if you are a limited liability company;
- (5) Your insurance manager; or
- (6) Your elected or appointed officials, trustees, or board members, if you are an organization other than a partnership, joint venture, or limited liability company.

15. Unintentional Failure to Disclose Hazards

- a. Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 6. Representations** is removed and replaced with:

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

If you should fail to disclose on the application all relevant hazards before the policy period begins, through no fault of your own, and despite a diligent effort to discover and disclose all such hazards, we will not deny coverage under this coverage form based solely upon such failure. However, you must report any such omission to us immediately after your discovery of it, and the failure to do so waives your rights under this paragraph.

16. Liberalization Condition

- a. Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, the following is added:

If we adopt a revision to this coverage form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the date the revision is effective in your state.

17. Broadened Bodily Injury Definition

- a. Under **SECTION V - DEFINITIONS**, definition **3**. "Bodily injury", is removed and replaced by:
 3. "Bodily Injury" means bodily injury, sickness, or disease sustained by a person, including mental anguish, mental injury, shock, fright, or death resulting from physical bodily injury, physical sickness, or physical disease sustained by that person.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY

**CONTRACTORS ADDITIONAL INSURED/
WAIVER OF RIGHTS OF RECOVERY
EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. Additional Insured - When Required By Written Construction Contract For Ongoing Operations Performed By You For An Additional Insured and/or Your Completed Operations

A. With respect to coverage afforded under this section of the endorsement, **Section II - Who Is An Insured** is amended to include as an insured any person or organization for whom you are performing operations, when you and such person or organization have agreed in a written contract effective during the policy period stated on the Declarations Page (hereinafter referred to as the "Policy Period") and executed prior to the "bodily injury" or "property damage" for which coverage is sought, that you must add that person or organization as an additional insured on a policy of liability insurance (hereinafter referred to as the "Additional Insured").

The Additional Insured is covered only with respect to vicarious liability for "bodily injury" or "property damage" imputed from You to the Additional Insured as a proximate result of:

- (1) Your ongoing operations performed for that Additional Insured during the Policy Period; or
- (2) "Your work" performed for the Additional Insured during the Policy Period, but only for "bodily injury" or "property damage" within the "products - completed operations hazard."

B. It is further understood that the designation of any person or organization as an Additional Insured:

- (1) does not increase the scope or limits of coverage afforded by this policy; and
- (2) does not apply if the person or organization is specifically named as an additional insured under any other provision of this policy.

C. With respect to the coverage afforded to the Additional Insured, the following additional exclusions apply:

This insurance does not apply to:

- (1) Liability for "bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional services, including, but not limited to:
 - (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Supervisory, inspection, architectural or engineering activities.
- (2) Liability for "bodily injury" or "property damage" arising out of or in any way attributable to the claimed negligence or statutory violation of the Additional Insured, other than vicarious liability which is imputed to the Additional Insured solely by virtue of the acts or omissions of the Named Insured.
- (3) Liability for "bodily injury" or "property damage" proximately caused by your ongoing operations, which takes place, in whole or in part, after the earlier of:

- (a) the date that all work called for in the written contract with the Additional Insured has been completed, as defined in the definition of "products-completed operations hazard" herein; or
 - (b) the end of the Policy Period.
- (4) Liability for "bodily injury" or "property damage" proximately caused by "your work" included in the "products-completed operations hazard" after the earlier of:
- (a) the conclusion of the period during which the written contract requiring such coverage requires it; or
 - (b) 1 year after completion of "your work" performed for the Additional Insured, as defined in the "products - completed operations hazard."

D. Section III - Limits Of Insurance is amended to include:

- (1) The limits of insurance applicable to the Additional Insured are:
 - (a) those specified in the written contract that requires the person or organization to be added as an Additional Insured; or
 - (b) as stated on the Declarations Page of this policy, whichever is less.

These limits of insurance are inclusive of, and not in addition to the limits of insurance shown on the Declarations Page. If other insurance of any type is written by us and applicable to the Additional Insured, the maximum recovery under all coverage forms or policies combined may equal but not exceed the highest applicable per occurrence and aggregate limit of insurance under one coverage form or policy providing coverage, whether primary or excess.

E. Section IV - Other Insurance is amended to include:

- (1) When required under a written contract with the Additional Insured which is executed prior to "bodily injury" or "property damage" for which coverage is sought by the

Additional Insured hereunder, the coverage provided to the Additional Insured under this section of the endorsement shall apply on a primary and noncontributory basis with any other insurance upon which the Additional Insured is listed as a Named Insured.

F. Section IV - Transfer Of Rights Of Recovery Against Others To Us is amended to include:

- (1) When required under a written contract executed prior to the "occurrence" for which we make payment under this coverage part, we waive any right of recovery we may have against any person or organization who is an Additional Insured because of payments we make under this section of the endorsement.

2. Additional Insured - State Or Political Subdivisions - Permits

- A. With respect to coverage afforded under this section of the endorsement, **Section II - Who Is An Insured** is amended to include as an insured any state or political subdivision which has issued a permit to you when you and such state or political subdivision have agreed in a written contract or agreement effective during the policy period stated on the Declarations Page and executed prior to "bodily injury," "property damage," or "personal and advertising injury" for which coverage is sought that you must add the state or political subdivision as an additional insured on a policy of liability insurance. Such state or political subdivision is an insured only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
- B. With respect to the coverage afforded to the additional insured provided by this section of the endorsement, the following additional exclusions apply:

This insurance does not apply to:

- (1) "Bodily injury," "property damage," or "personal and advertising injury" arising out of operations performed for the state, municipality, or political subdivision; or

- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

If an additional insured endorsement is attached to this coverage part or policy that specifically names a state or political subdivision as an insured or additional insured, then coverage under this endorsement does not apply for adding the state or political subdivision as an additional insured if the state or political subdivision would, in whole or in part, also be covered as an additional insured under this endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTO ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Coverages provided by this endorsement are subject to the provisions applying to the **Business Auto Coverage Form** unless otherwise noted. All policy provisions not in conflict with this endorsement shall apply. This endorsement is a valid part of the policy only when the form number is shown in the Declarations. The policy's deductible provisions will apply unless otherwise noted.

The following changes apply to **SECTION II - LIABILITY**:

1. Broad Form Insureds

A. Newly Formed Or Acquired Organizations

The following is added as an "insured" under **A.1. Who Is An Insured**:

a. Any organization you newly form or acquire, other than:

- (1) A partnership, joint venture, or limited liability company; or
- (2) An organization excluded either by the provisions of this **Business Auto Coverage Form**, or by endorsement,

and over which you maintain ownership or majority interest of more than 50%, subject to the following additional provisions:

b. This insurance does not apply to:

- (1) Any newly formed or acquired organization that is an "insured" under any other automobile policy or would be an "insured" under such policy but for such automobile policy's termination or the exhaustion of such automobile policy's limits of insurance;
- (2) "Bodily injury", "property damage" or "covered pollution cost or expense" resulting from an "accident" that occurred before you acquired or formed the organization.

c. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. Employees As Insureds

The following is added as an "insured" under **A.1. Who Is An Insured**:

a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. Employees As Insureds- Autos Hired In The Employees' Name

The following is added as an "insured" under **A.1. Who Is An Insured**:

a. An "employee" of yours is an "insured" while operating an "auto" hired or rented under a written contract executed prior to "loss" for which coverage is sought in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

b. With respect to coverage afforded under this section of the endorsement, paragraph **5.b.** of the **Other Insurance** Condition is removed and replaced by the following:

(1) For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(a) Any covered "auto" you lease, hire, rent or borrow; and

- (b) Any covered "auto" hired or rented by your "employee" under a written contract in the "employee's" own name and executed prior to the "loss" for which coverage is sought, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. Additional Insured - When Required By Written Contract - Primary and Noncontributory

The following is added as an "insured" under **A.1. Who Is An Insured:**

- a. Any person or organization is an "insured" for liability coverage as afforded under **SECTION II - LIABILITY COVERAGE**, when you and such person or organization have agreed in a written contract effective during the policy period stated on the Declarations Page (hereinafter referred to as the "Policy Period") and executed prior to the "bodily injury", "property damage" or "covered pollution cost or expense" for which coverage is sought, that you must add that person or organization as an additional "insured" on a policy of automobile liability insurance (hereinafter referred to as the "Additional Insured").

The "Additional Insured" is covered only with respect to vicarious liability for "bodily injury", "property damage" or "covered pollution cost or expense" resulting from your ownership, maintenance, or use of a covered "auto" during the "Policy Period".

- b. It is further understood that the designation of any person or organization as an "Additional Insured" does not increase the scope or limits of coverage afforded by this policy.
- c. **C. Limits of Insurance** is amended to include:
- (1) The limits of insurance applicable to the "Additional Insured" are:

- (a) those specified in the written contract that requires the person or organization to be added as an "Additional Insured"; or
- (b) as stated on the Declarations Page of this policy, whichever is less.

These limits of insurance are inclusive of, and not in addition to the limits of insurance shown on the Declarations Page.

- d. When required under a written contract with the "Additional Insured" which is executed prior to "bodily injury", "property damage" or "covered pollution cost or expense" for which coverage is sought by the "Additional Insured" hereunder, the coverage provided to the "Additional Insured" under this endorsement shall apply on a primary and noncontributory basis with any other insurance upon which the "Additional Insured" is listed as a Named Insured.
- e. If an endorsement is attached to this coverage form or policy that specifically names a person or organization as an "insured" or additional "insured", then coverage under this endorsement does not apply to that entity.

2. Broadened Supplementary Payments

- a. Under **2. Coverage Extensions**, Paragraph **2.a.(2)** of **Supplementary Payments** is removed and replaced by:
- (2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- b. Under **2. Coverage Extensions**, Paragraph **2.a. (4)** of **Supplementary Payments** is removed and replaced by:
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

3. Amended Fellow Employee Exclusion

- a. Under **B., Exclusions, 5. Fellow Employee** exclusion is removed and replaced by:

5. Fellow Employee

"Bodily injury" to:

- a. Any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business; or
- b. The spouse, child, parent, brother or sister of the fellow "employee" as a consequence of Paragraph a. above.

But this exclusion does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

The coverage provided under this section of the endorsement shall be excess over any other insurance, whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise, unless such other insurance is written only as specific excess insurance over the Limits of Liability provided in this endorsement.

The following changes apply to **SECTION III - PHYSICAL DAMAGE COVERAGE**:

1. Towing and Labor

Under **SECTION III - PHYSICAL DAMAGE COVERAGE, 2. Towing** is replaced by the following:

We will pay up to the following limits for towing and labor costs incurred each time a covered "auto" is disabled:

- a. \$100 for a covered "auto" rated and classified as a private passenger vehicle or "light truck".
- b. \$150 for a covered "auto" rated and classified as a "medium truck".

However, labor must be performed at the place of disablement.

- c. With respect to this section of this endorsement, the following definitions are added under **SECTION V - DEFINITIONS**:

- (1) "Light truck" means a truck or van that has a "gross vehicle weight" (GVW) of 10,000 pounds or less.
- (2) "Medium truck" means a truck or van that has a "gross vehicle weight" (GVW) of 10,001-20,000 pounds.

- (3) "Gross Vehicle Weight" (GVW) means the maximum loaded weight for which a single "auto" is designed, as specified by the manufacturer.

2. Broadened Transportation Expenses Including Limited Rental Reimbursement Coverage

Under **4. Coverage Extensions, a., Transportation Expenses** is removed and replaced by:

a. Transportation Expenses

We will pay up to \$75 per day to a maximum of \$2,250 for necessary and actual temporary transportation expense incurred by you because of a "loss" to a covered "auto", but only if the covered "auto" carries the coverages and meets the requirements described in (1) or (2) below:

- (1) We will pay the above temporary transportation expense because of the total theft of a covered "auto" if you carry Comprehensive Coverage on that covered "auto". We will only pay for such expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".
- (2) For "loss" other than the total theft of a covered "auto" if you carry Comprehensive Coverage on that covered "auto" or for a "loss" under Collision Coverage to that covered "auto", we will pay the above temporary transportation expense because of "loss" to that covered "auto" rendering the covered "auto" inoperable. We will only pay for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of:
- (a) the number of days reasonably required to repair or replace the covered "auto"; or
- (b) 30 days.
- (3) This coverage extension does not apply while there are spare or reserve "autos" available to you for your operations.

- (4) The Broadened Transportation Expenses Coverage described above does not apply to a covered "auto" that is described or designated as a covered "auto" on **Rental Reimbursement Coverage Endorsement CA9923** attached to this coverage form.

3. Accidental Discharge Of An Airbag

- a. Under **B., Exclusions, 3.** is removed and replaced by:

3. We will not pay for "loss" due and confined to:

- a. Wear and tear, freezing, mechanical or electrical breakdown. However, "loss" due to mechanical and electrical breakdown does not apply to the accidental discharge of an airbag. Coverage for accidental discharge of an airbag is excess over any other collectable insurance or warranty.

- b. Blowouts, punctures or other road damage to tires.

This exclusion does not apply to such "loss" resulting from the total theft of a covered "auto".

4. Audio, Visual And Data Electronic Equipment Increased Limit

- a. Under **C. Limit Of Insurance, 2.** is removed and replaced by:

2. \$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

- a. Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

- b. Removable from a permanently installed housing unit as described in Paragraph **2.a.** above; or

- c. An integral part of such equipment as described in Paragraphs **2.a.** and **2.b.** above.

- d. The Audio, Visual And Data Electronic Equipment Increased Limit Coverage described above does not apply to a covered "auto" that is described or designated as a covered "auto" on **Audio, Visual And Data Electronic Equipment Coverage Added Limits Endorsement CA9960** or **Loss Payable Clause - Audio, Visual And Data Electronic Equipment Coverage Added Limits Endorsement CA9961** attached to this policy or coverage form.

5. Glass Repair - Waiver Of Deductible

- a. Under Paragraph **D. Deductible**, for "loss" covered under **SECTION III - PHYSICAL DAMAGE COVERAGE**, the following is added:

No deductible applies to glass damage otherwise covered under **SECTION III - PHYSICAL DAMAGE COVERAGE**, if the glass is repaired rather than replaced.

6. Collision Deductible Amendment For Loss To Two (or More) Covered Autos In One Accident

- a. If a Collision "loss" from one "accident" involves two or more covered "autos" under this policy or coverage form, only the highest deductible applicable to those coverages will be applied to the "loss", if the cause of "loss" is covered for those vehicles. This provision only applies if you carry Collision Coverage for those vehicles, and does not extend coverage to any covered "autos" for which you do not carry such coverage.

7. Hired Auto Physical Damage Coverage (Limited)

Under Paragraph **A. Coverage** of **SECTION III - PHYSICAL DAMAGE COVERAGE**, the following is added:

a. If hired "autos" are covered "autos" for Liability Coverage in this policy or coverage form and if Comprehensive or Collision coverages are provided under this policy or coverage form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire subject to the following additional provisions:

- (1) The most we will pay for "loss" to any hired "auto" is:
 - (a) The actual cash value of the damaged or stolen property at the time of the "loss" ;
 - (b) The cost of repairing or replacing the damaged or stolen property, with other property of like kind or quality; or
 - (c) \$75,000
 whichever is smallest, minus a deductible.
- (2) The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning.
- (3) Hired Auto Physical Damage Coverage is excess over any other collectible insurance.
- (4) Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own scheduled in the Declarations under this policy or coverage part.
- (5) This extension of coverage does not apply to:
 - (a) Any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households; or
 - (b) Any "auto" you hire or borrow:
 - (i) For a period of more than 30 days; or
 - (ii) With a driver.

b. For any "auto" which is a covered "auto" under this extension, **7. Hired Auto Physical Damage Coverage (Limited)**, and subject to the coverages provided to **7.a.** above, we will also pay expenses for loss of use of such "auto", subject to the following additional provisions:

- (1) Such "auto" is rented or hired under a written rental contract or agreement executed prior to "loss" of such "auto" for which coverage is sought;
- (2) Such loss of use is a direct consequence of a "loss" covered under this extension, **7. Hired Auto Physical Damage Coverage (Limited)**:
 - (a) For which an "insured" is legally responsible; and
 - (b) As a result of which the rental agency sustains a monetary "loss";
- (3) The most we will pay for any expenses for loss of use is \$50 per day, subject to a maximum of \$1,500; and
- (4) With respect to coverage afforded by this section of the endorsement, Paragraph **b. Loss Of Use Expenses** of Paragraph **4. Coverage Extensions** in **SECTION III - PHYSICAL DAMAGE COVERAGE** does not apply.

Coverage under this extension, **7. Hired Auto Physical Damage Coverage (Limited)** will be excess over any other valid and collectible insurance available to the "insured", except that no coverage will be afforded if any physical damage coverage is provided for hired or borrowed "autos" under **ITEM FOUR - SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS** in the **BUSINESS AUTO DECLARATIONS** in this policy or coverage form (or which would have been provided except for the application of an exclusion).

8. Loan Or Lease GAP Coverage

Under **SECTION III - PHYSICAL DAMAGE COVERAGE**, the following is added under **4. Coverage Extensions**:

- a. In the event of a "total loss" to a covered "auto" which is either owned by you or is leased by you for a period of 6 consecutive months or longer, we will pay any unpaid amount due on the original lease or loan for a covered "auto" which carries Comprehensive and Collision Coverage on the Business Auto Coverage form to which this endorsement attaches. The amount payable will be reduced by:

- (1) The amount paid under **SECTION III - PHYSICAL DAMAGE COVERAGE** of the policy; and
- (2) Any:
 - (a) Overdue lease/loan payments at the time of the "loss";
 - (b) Deductibles applicable under **SECTION III - PHYSICAL DAMAGE COVERAGE**;
 - (c) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (d) Security deposits not refunded by the lessor;
 - (e) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - (f) Carry-over balances from previous loans or leases.

- b. With respect to this section of the endorsement, the following definition is added under **SECTION V - DEFINITIONS**:
"Total loss" means a "loss" in which the cost of repair plus the salvage value exceeds the actual cash value.
- c. This Loan/Lease Gap Coverage extension shall only apply when the **Auto Loan/Lease GAP Coverage Endorsement CA2071** is not included in or a part of this policy issued to you by us.

The following changes apply to **SECTION IV - BUSINESS AUTO CONDITIONS**:

1. Broadened Knowledge Of Accident, Claim, Suit Or Loss

Under **SECTION IV - BUSINESS AUTO CONDITIONS**, Paragraph 2.a. of **Duties In The Event Of Accident, Claim, Suit Or Loss** is removed and replaced by:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss".

Include:

- (1) How, when and where the "accident" or "loss" occurred;
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

This condition applies only when the "accident" or "loss" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) An executive officer or the "employee" designated by you to give such notice, if you are a corporation; or
- (4) A member or manager, if you are a limited liability company.

2. Waiver Of Transfer Of Rights Of Recovery Against Others To Us When Required By Written Contract

Under **SECTION IV - BUSINESS AUTO CONDITIONS**, the following is added under **A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us**:

However, we waive the right of recovery we may have against any person or organization because of payment we make for "bodily injury", "property damage" or "covered pollution cost or expense" arising out of the ownership, maintenance or use of a covered "auto" when you and such person or organization have agreed in a written contract executed prior to the "bodily injury", "property damage" or "covered pollution cost or expense" "loss" to waive your right of recovery against such person or organization.

This waiver applies only to such person or organization designated in such written contract executed prior to the "bodily injury", "property damage" or "covered pollution cost or expense" "loss" for which you have agreed to waive your right of recovery.

3. Unintentional Failure To Disclose Hazards

Under **SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation, Or Fraud** is amended by adding the following:

If you unintentionally fail to disclose any hazards existing at the inception date of this policy or coverage form, we will not deny coverage under this policy or coverage form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal.

The following change applies to **SECTION V - DEFINITIONS:**

1. Broadened Bodily Injury Definition

Under **SECTION V - DEFINITIONS**, definition C. "Bodily injury", is removed and replaced by:

- C. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from physical bodily injury, physical sickness, or physical disease sustained by that person.