



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

Requested Board Meeting Date: 07/07/15

or Procurement Director Award ☐

Contractor/Vendor Name (DBA): Underwood Brothers, Inc. d.b.a. AAA Landscape (Headquarters: Tucson, AZ)

Project Title/Description:

Landscape and Vegetation Management

Purpose:

Amendment of Board of Supervisors (BOS) Award: Extend contract term by one year to 08/04/2016; increase the annual award amount by \$442,000.00 from \$1,602,317.90 to \$2,044,317.90. Administering Department: Department of Transportation (DOT).

Background:

Pursuant to Pima County Procurement Code 11.24.010, Competitive Sealed Bidding and as requested by the Department of Transportation, Invitation for Bid #142320 was published in the legal newspaper of Pima County, posted to the Procurement Department internet site and competed to establish an "as required" contract for Landscape and Vegetation Management. The Board of Supervisors (BOS) awarded a contract on 08/05/14 for an annual amount of \$1,602,317.90. The award included four (4) one-year renewals, this is the first of the renewals.

This Amendment for Master Agreement (MA) 15-0042 version 3 will extend the contract for an additional one-year term, effective 08/05/2015, and increase the annual award amount by \$442,000.00 from \$1,602,317.90 to \$2,044,317.90.

The increase in the annual award amount will be used to cover the costs associated with the needed services that have exceeded the original estimates from one year ago. The tipping fee costs at the landfill will be higher in the next term due to the privatization of the landfills. The size of the constructed landscape crew was increased due to the deferred maintenance to protect the investment in the constructed landscapes (medians, parkways, bikeways), to be funded by our increased HURF funding. Four new CIP projects accepted into the maintenance system (La Cholla, Magee [2 segments], La Canada) also posed an increase in the workload. The contractor has requested an increase in their unit prices due to the increase in Pima County's living wage policy, increased costs in training and licensing for their employees and new Department of Labor Requirements.

Procurement Method:

Program Goals/Predicted Outcomes:

Provide routine and as-needed vegetation and irrigation maintenance for constructed and natural landscaped areas within Pima County road right-of-way.

Public Benefit:

Achieve aesthetic landscape needs while providing for safety needs. Maintain the investment of those landscapes.

Metrics Available to Measure Performance:

Provide routine maintenance to all of Pima County constructed landscape a minimum to 2 times per year. Provide as needed services to ensure zero damage claims per year.

Retroactive:

No

JUL 01 11 PM 03 23 PC CLK OF PH

WSTK

Original Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
Effective Date: _____ Termination Date: _____ Prior Contract Number (Synergen/CMS): _____
☐ Expense Amount: \$ _____ ☐ Revenue Amount: \$ _____
Funding Source(s): _____

Cost to Pima County General Fund: _____

Contract is fully or partially funded with Federal Funds? ☐ Yes ☐ No ☐ Not Applicable to Grant Awards
Were insurance or indemnity clauses modified? ☐ Yes ☐ No ☐ Not Applicable to Grant Awards
Vendor is using a Social Security Number? ☐ Yes ☐ No ☐ Not Applicable to Grant Awards

If Yes, attach the required form per Administrative Procedure 22-73.

Amendment Information

Document Type: MA Department Code: PO Contract Number (i.e., 15-123): 15*0042
Amendment No.: _____ AMS Version No.: 3
Effective Date: 08/05/15 New Termination Date: 08/04/16
☒ Expense ☐ Revenue ☒ Increase ☐ Decrease Amount This Amendment: \$ 442,000.00
Funding Source(s): Transportation Operating Funds

Cost to Pima County General Fund: _____

Contact: Hazel Houston, Commodity/Contracts Officer *Hazel Houston* 6/16/15
Department: Procurement *L.A. Williams* 6/23/15 Telephone: 724-8168
Department Director Signature/Date: _____
Deputy County Administrator Signature/Date: *Jon Butler* 6-25-15
County Administrator Signature/Date: *C. Buebel* 6/25/15
(Required for Board Agenda/Addendum Items)



MASTER AGREEMENT

PIMA COUNTY, ARIZONA

THIS IS NOT AN ORDER - TRANSMISSION CONSTITUTES CONTRACT EXECUTION

Master Agreement No: 1500000000000000042

MA Version: 3

Page: 1

Description: Landscape and vegetation management

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Pima County Procurement Department
130 W. Congress St. 3rd Fl
Tucson AZ 85701

Issued By: HAZEL HOUSTON

Phone: 5207248168

Email: hazel.houston@pima.gov

T
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Initiation Date: 08-05-2014

Expiration Date: 08-04-2015

NTE Amount: \$3,646,635.80

Used Amount: \$1,515,854.59

V
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UNDERWOOD BROTHERS INC

4742 N ROMERO ROAD

TUCSON AZ 85705

Contact: BILL DORGAN

Phone: 520-429-3752

Email: b.dorgan@aaalandscape.com

Terms: 0.0000 %

Days: 30

Shipping Method: Vendor Method

Delivery Type: STANDARD GROUND

FOB: FOB Dest, Freight Prepaid

Modification Reason

6-19-15 Added funding approved by BOS amendment. Increased annual award by \$442,000.00 to \$2,044,317.90. Adjust unit pricing and add line item for overtime for next term of the contract (2015 - 2016). hdh

This Master Agreement 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 agreement. All Transactions and conduct are required to conform to these documents.

Number of Attachments:

Attachment Names:



MASTER AGREEMENT DETAILS

Master Agreement No: 1500000000000000042

MA Version: 3

Page: 2

Line	Description					
1	FREE FORM or DISCOUNT LINE					
	Service Contract Amt			Service From		Service To
	\$0.00			--		--
2	MOWING (SHOULDERS AND DRAINAGE WAYS)					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	ACRE	\$23.31			
3	SUPERINTENDENT WITH PICKUP TRUCK AND CELL PHONE					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	HOURL	\$29.78			
4	CREW LEADER WITH PICKUP TRUCK AND CELL PHONE					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	HOURL	\$23.11			
5	IRRIGATION MAINTENANCE TECHNICIAN WITH VEHICLE					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	HOURL	\$27.31			
6	VEGETATION MANAGEMENT LABOR					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	HOURL	\$16.92			
7	ARBORISTS (I.S.A. CERTIFIED)					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	HOURL	\$17.58			
8	ARIZONA CERTIFIED SPRAY TECHNICIAN WITH VEHICLE					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	HOURL	\$27.31			
9	TRAILER MOUNTED CHIPPER MIN CAPACITY OF 4 INCH TREE LIMBS					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	HOURL	\$20.03			
10	DUMP TRUCK (12 CUBIC YARD) WITH DRIVER					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	HOURL	\$23.11			
11	3/4 TON PICKUP WITH 7 YARD TRAILER					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	HOURL	\$11.81			
12	PALM TREE MAINTENANCE TECHNICIAN					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	HOURL	\$20.34			
13	STORM AND ACCIDENT DAMAGE					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	HOURL	\$18.99			
14	DUMP FEES					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	TON	\$0			
15	OVERTIME HOURS VERIFIED BY PIMA COUNTY					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	HOURL	\$0			

OFFER AGREEMENT: VEGETATION MAINTENANCE (1 of 7 pages) Second Term August 2015**1. INTENT:**

This document is intended to establish an indefinite delivery/indefinite quantity (IDIQ) "Master" agreement contract to provide Pima County ("County") with such quantities of vegetation management services as the County may order from time to time by issue of Delivery Order (DO) or Delivery Order Maximo (DOM) pursuant to a resulting executed and effective agreement. As defined by the attached Pima County Standard terms and Conditions (STC) this agreement is non-exclusive and may be terminated for any reason without penalty or cost to Pima County. The estimated annual budget for this project is \$1,600,000.00. The following primary values and objectives will be mutual obligations assumed by both parties regarding the interpretation and performance under the agreement: COUNTY will award an agreement for the purchase of goods as specified herein, and Supplier will receive compensation when goods are delivered as per the terms of the purchase order issued against the agreement.

Although particular County Departments may be identified in the solicitation, unless otherwise documented by the executed agreement document, all County Departments may utilize the resulting agreement.

All Goods and Services offered or provided pursuant to the contract will conform to the requirements defined by or referred to by the solicitation documents including *Solicitation Addenda*, *Instructions to Bidders*, *Standard Terms and Conditions* and this *Offer Agreement*, all of which are incorporated herein.

This document, including all attachments and documents incorporated by reference, constitutes the entire contract between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Contract may be modified, amended, altered or extended only by a written amendment signed by the parties.

2. AGREEMENT TERM EXTENSIONS-RENEWALS & REVISIONS:

The initial term of the agreement will be for a one-year period and include four (4) one-year renewals that may be exercised upon the written agreement of the parties, as set forth below.

Proposed extension or renewals of the contract if included in the contract and revisions to the contract shall be made through the issuance by County to Contractor of a revised Master Agreement (MA), document setting forth the requested changes. Failure by Contractor to object in writing to the proposed revisions, terms, conditions and/or specifications within ten (10) calendar days of issuance by County shall signify acceptance by Contractor and the amendment shall be binding upon the parties, effective on the date of issuance.

3. SUPPLIER MINIMUM QUALIFICATIONS:

The Supplier certifies that they are competent, willing and responsible for performing the services or providing the products in accordance with all requirements of the solicitation and this Offer Agreement. The Supplier further stipulates that they possess all licenses required by applicable Agencies to satisfy the requirements of this agreement.

Contractor must have at the time of bid submission, and maintain throughout the term of the Contract, a General Contractor's license A or B and/or a State of Arizona Commercial Landscape License A-21 or L-26 and State of Arizona Office of Pest Management Licenses, B3 Right of Way/Weed Control and B5 turf and ornamental. Contractor shall pay all charges and fees necessary and incidental to the lawful conduct of his business. He shall keep himself 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 shall 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 to another vendor is not allowed. Supplier further agrees to notify Pima County within 10-workdays of any change in status.

Contractor's employees who will be assigned the task of landscape chemical applications are required to be certified. The Irrigation Maintenance Technician shall demonstrate proficiency through a resume or documentation on company letterhead. Contractor must submit copies of these certifications at the post award conference and update them every six (6) months.

(REMAINDER OF THIS PAGE LEFT BLANK)

OFFER AGREEMENT: VEGETATION MAINTENANCE (2 of 7 pages) Second Term August 2015**CERTIFY MINIMUM QUALIFICATIONS BY MARKING RESPONSE****Failure to mark a response or a "NO" response may be cause for rejection as non-responsive.**

This supplier certifies they are competent, willing and responsible for performing the services or providing the products in accordance with all requirements of the solicitation and this Offer Agreement.

☒ Yes ☐ No

Supplier certifies that they have been in business for a minimum of 5 consecutive years, including the current year. (Documentation submitted with sealed bid)

☒ Yes ☐ No

Supplier certifies they currently have all required licenses, permits, certifications and other documents listed in this solicitation. (Documentation submitted with sealed bid)

☒ Yes ☐ No

Supplier has demonstrated the proficiency of their Irrigation maintenance Technician. (Documentation or Resume submitted with sealed bid)

☒ Yes ☐ No

Supplier DID include with submission of bid a statement outlining what 'green' programs are implemented per BOS Resolution 2007-84. (see below)

☒ Yes ☐ No

The following are Specifications for **BOS Resolution 2007-84** and Vendor is to include with submission of paperwork a statement outlining what 'green' programs, if any, have been implemented that may include, but not be limited to: recycling of paper, glass and cans; efforts to conserve energy in offices and work areas; utilization of alternative fuels for vehicles and production equipment.

All proposed paper products for use under this contract, such as toilet tissue and seat covers, should contain the highest percentages of recovered materials and post-consumer contents as possible.

All cleaning and disinfecting products should be green products; such as biodegradable and containing the lowest toxicity and VOC (volatile organic compound) contents necessary.

Other areas of conservation should include:

- Supplier should dispose of chemicals appropriately so as not to disrupt the ecology of the soil, water, or air in the area.
- Supplier shall recycle as many items as possible including office paper, corrugated paperboard (aka cardboard) boxes and sheet, chip board boxes and sheet, plastics, aluminum and steel cans/containers, etc.
- Supplier should use as many environmentally preferable items as possible, i.e. Items that do not impact the environment such as 30-100% post-consumer recycled content, processed chlorine free (PCF) paper; Energy Star equipment and appliances; remanufactured, low air emission paint; low volatile organic compound (VOC) water based adhesives and paint; zero formaldehyde emitting composite wood products; odorless and non-toxic water based markers, etc. the company's daily operations.
- Supplier should provide to the consumer as many environmentally preferable products as possible.
- Supplier should modify business practices to decrease air, water and ground pollution.
- Supplier should modify business practices to conserve energy and water use,
- Supplier/Contractor should purchase eco-friendly supplies whenever possible including office supplies.

4. PRODUCT OR SERVICE SPECIFICATIONS & SCOPE:

CONTRACTOR will provide for the COUNTY all labor, materials and equipment necessary to complete the project as described in APPENDIX 'A' – SCOPE OF WORK (8 pages), incorporated into the resulting Contract. All work shall be done per specifications called for in the bid documents as contained in Pima County Solicitation Number 142320, which includes the Bid Documents; General Conditions to the Contract; and Manual on Uniform Traffic Control Devices, Millennium Edition; hereby incorporated by reference, the Living Wage Ordinance referenced in Appendix B, and other documents incorporated into this Contract, all made a part thereof. In the event any provision of the Contract is inconsistent with those of any other document, the Contract provisions will prevail.

5. OFFER ACCEPTANCE AND ORDER RELEASES:

County will accept offers and execute contracts by issue of a Master Agreement (MA) to be effective on the document's date of issue without further action by either party. Master Agreement (MA) and Contract documents will document the term of the agreement.

OFFER AGREEMENT: VEGETATION MAINTENANCE (3 of 7 pages) Second Term August 2015

County will order products or services pursuant to an executed Master Agreement by issue of Delivery Order (DO) or Delivery Order Maximo (DOM) documents. Order documents will be furnished to Contractor via facsimile, e-mail or telephone. **If the order is given verbally, the County Department that issued the order will transmit a confirming order document to Contractor within five workdays of the date the verbal order is given.**

Contractor must not supply materials or services pursuant to the contract that are not documented or authorized by a Delivery Order (DO) or Delivery Order Maximo (DOM) at the time of provision. County accepts no responsibility for control of or payment for materials or services not documented by a COUNTY Delivery Order (DO) or Delivery Order Maximo (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 revision properly executed and issued by County. Any items provided in excess of that 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 the COUNTY 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 AND SERVICES:

The County Department designated on the issued Order will accept goods and services only in accordance with this contract. Such acceptance is required prior to commencement of Payment terms.

7. COMPENSATION & PAYMENT:

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

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

All Invoice documents will reference the County's Purchase Order (PO) Delivery Order (DO) or Delivery Order Maximo (DOM) or Contract number under which the services or products were ordered. **ALL** Invoice line items will utilize the item description, precise unit price and unit of measure defined by the County's Order or Contract document. Invoices that include line items or unit prices that do not match those documented by the County's order or contract may be returned to Contractor unprocessed for correction. **Contractor will not accept orders, or provide services or products that cumulatively exceed the contract amount.**

Standard payment terms are net thirty (30) days from the date of valid invoice document and do not commence until the later of receipt of goods into payment system by the receiving Department and Contractor's Invoice is received and verified by County Financial Operations.

OPTIONAL EARLY PAYMENT DISCOUNT TERM: Pima County Administrative Procedure No. 22-35 section 2.2.4 defines 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 shall submit valid invoice document consistent with the associated Purchase Order (PO), Delivery Order (DO) or Delivery Order Maximo (DOM) to County 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 Standard Early Payment Discount.

Standard Early Payment Discount Percent: 0 % if payment tendered within 0 Days as above

The Master Agreement (MA) or Purchase Order (PO) issued to accept Contractor's offer will define the not to exceed amount of the contract.

The parties may negotiate and establish unit pricing in writing under the contract for items included in the scope of the contract for which unit pricing has not been previously defined.

Unless the parties otherwise agree in writing, all pricing will be *F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination")*, delivered to and unloaded at the destination(s) defined by the delivery article of this contract or accepted Order for services or products and all freight costs must be included in the offered Unit Price.

OFFER AGREEMENT: VEGETATION MAINTENANCE (4 of 7 pages) Second Term August 2015

Although State and City sales tax may not be fully or accurately defined on an order, they will be paid when they are DIRECTLY applicable to Pima County and invoiced as a separate line item. Such taxes should not be included in the item unit price.

Price Warranty. Contractor will give Pima County the benefit of any price reduction before actual time of shipment.

Price Escalation. All unit prices include compensation for Contractor to implement and actively conduct cost and price control activities. Pricing will remain firm during the initial year of the contract term after which the parties may consider price increases no more frequently than once per year. Contractor will submit a written request to COUNTY that includes supporting documents justifying requested increases at least ninety (90) days prior to the desired implementation date. Contractor will provide evidence, cite sources, demonstrate specific conditions and document how those conditions affect the cost of its performance, and identify specific efforts Contractor has taken to control and reduce those and other costs to avoid the need to increase prices. COUNTY will review proposed pricing and determine if it is allowable, fair and reasonable, and in the best interest of COUNTY to accept the proposal. County reserves the right to continue, accept or reject the price proposal, or terminate and re-solicit the contract.

Quantities referred to are estimated quantities. COUNTY reserves the right to increase or decrease the quantities and amounts. No guarantee is made regarding actual orders issued for items or quantities during the term of the agreement. COUNTY is not responsible for Contractor inventory or order commitment.

Unit prices offered must include all incidentals and associated costs required to comply with and satisfy all requirements referred to or included in this solicitation, which includes the *Instructions to Bidders, Standard Terms and Conditions* and Offer Agreement. No payments will be made for items not included in the contract.

Contractor will provide detailed documentation in support of payment requests which will document, be consistent with and not exceed COUNTY's order. 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 goods are delivered, services are performed, or costs are incurred. Invoices must assign each amount billed to an appropriate line item of COUNTY's order and document each Payment Accrual Date. COUNTY may refuse to pay any amount billed in an untimely manner or which is not conforming to COUNTY's order. County will refuse to pay any amount billed more than six (6) months after the Payment Accrual Date, pursuant to A.R.S. § 11-622(C).

UNIT PRICES (Net 30 day Payment Terms)

All unit prices **shall** be filled in. Failure to do so **shall** be cause for rejection as non-responsive.

ITEM #	ITEM NAME Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications	ESTIMATED ANNUAL USAGE QUANTITY	UOM	UNIT PRICE \$	EXTENDED AMOUNT \$
1	Mowing (Shoulders and drainage ways)	500	acre	\$23.31	\$11,655.00
2	Superintendent with Pickup truck and cell phone	2,080	hours	\$29.16	\$60,652.80
3	Crew Leader with Pickup truck and cell phone	10,000	hours	\$20.76	\$207,600.00
4	Vegetation Management labor	41,000	hours	\$20.99	\$860,590.00
5	Irrigation Maintenance Technician with vehicle	4,000	hours	\$24.85	\$99,400.00
6	Arborists (I.S.A. Certified)	200	hours	\$13.35	\$2,670.00
7	Arizona Certified Spray Technician with vehicle	2,000	hours	\$20.99	\$41,980.00
8	Trailer Mounted Chipper with minimum capacity of 4 inch tree limbs	2,100	hours	\$18.12	\$38,052.00
9	Dump Truck (12 cubic yard) with driver	20,000	hours	\$20.76	\$415,200.00
10	3/4 ton Pickup with 7 yard Trailer	1,000	hours	\$11.81	\$11,810.00

OFFER AGREEMENT: VEGETATION MAINTENANCE (5 of 7 pages) Second Term August 2015

All unit prices **shall** be filled in. Failure to do so **shall** be cause for rejection as non-responsive.

11	Palm Tree maintenance technician	800	hours	\$20.00	\$16,000.00
12	Storm and Accident Damage	350	hours	\$18.67	\$6,534.50
13	DUMP FEES *or actual fee (paid on landfill receipt)	300	TONS	\$40.95*	\$12,285.00*
14	Crew Lead and Dump Truck Drivers Overtime	4032	hours	\$29.25	\$117,936.00
	FOB Destination/Unloaded; Cost of freight should be included in unit price. Although taxes will be paid IF applicable do NOT include sales tax in unit price.			TOTAL BID	\$1,887,965.30

For those items not specifically listed and priced above that may be provided within the defined scope of this agreement the Seller shall submit Master Price List (MPL) documents, diskette or compact disc and filenames or identify website address, identifying all other items offered pursuant to this agreement to include Description and Discounted Unit Price, or Unit Price and Discount % (Unit Price x Discount % = Discounted Unit Price). The resulting Unit Prices shall be of similar discount **off List Prices** as given for those items specifically defined above. Item Unit Prices above shall govern in case of conflict with the Master Price List.

Vendor shall list the irrigation supplies with the percentage discount offered to Pima County for these items.

List MPL Document by Title, MPL Media & Filenames or MPL Internet Address and Title(s)	Qty of Pages	Dated	Percentage Discount (Unit Price x Discount % = Discounted Unit Price)
Ewing Irrigation http://ewing1.com/general/ews_prd_catalog.htm	327	2014	Unit Price x 0%=DUP

Vendor shall list the chemical supplies with the percentage discount offered to Pima County for these items.

List MPL Document by Title, MPL Media & Filenames or MPL Internet Address and Title(s)	Qty of Pages	Dated	Percentage Discount (Unit Price x Discount % = Discounted Unit Price)
Evade 4FL (price per gallon)			\$106.37 x 0%=\$106.37
Kleenup Pro (price per gallon)			\$40.63 x 0%=\$40.63
Activator 90 (price per gallon)			\$28.75 x 0%=\$28.75
Element 3A (price per gallon)			\$74.75 x 0%=\$74.75

Vendor shall list the plant replacements with the percentage discount offered to Pima County for these items.

List MPL Document by Title, MPL Media & Filenames or MPL Internet Address and Title(s)	Qty of Pages	Dated	Percentage Discount (Unit Price x Discount % = Discounted Unit Price)
Arid Solutions Nursery – www.aridsolutions.com Native Plants (see attached List)	5	May 2014	Unit Price x 0% = Unit Price

8. DELIVERY:

As defined by the Standard Terms, "On-Time" delivery is an essential part of the consideration to be given to COUNTY under the contract. Delivery will be made in accordance with the Instructions to Bidders, Standard Terms and Conditions and to the location(s) referenced on the Delivery Order (DO) or Delivery Order Maximo (DOM) or Contract.

This is a county wide agreement.

Contractor guarantees delivery of product or service in **less than two (2) calendar days after issue date of order**. If required to satisfy the guaranteed delivery interval Contractor will utilize premium freight method at no additional cost to County.

OFFER AGREEMENT: VEGETATION MAINTENANCE (6 of 7 pages) Second Term August 2015

9. TAXES, FEES, EXPENSES:

Articles sold to COUNTY are exempt from federal excise taxes. 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 bid preparation unless expressly included in the contract and itemized by the solicitation documents.

10. OTHER DOCUMENTS

Contractor and COUNTY in entering into this contract have relied upon information provided or referenced by Pima County Solicitation No. 142320 including the Invitation For Bids, Instructions to Bidders, Standard Terms and Conditions, Solicitation Addenda, Contractor's Bid Offer, documents submitted by Contractor or References to satisfy Minimum Qualifications and on other information and documents submitted by Contractor's response to County's Solicitation. These documents are hereby incorporated into and made a part of this Contract as if set forth in full herein, to the extent not inconsistent with the provisions of this contract.

10. INSURANCE:

Offeror shall obtain and maintain at its own expense, during the entire term of this Contract the following type(s) and amounts of insurance:

- a) Commercial General Liability in the amount of \$1,000,000.00 combined single limit Bodily Injury and Property Damage. Pima County is to be named as an additional insured for all operations performed within the scope of the Contract between Pima County and CONTRACTOR;
- b) Commercial or Business automobile liability coverage for owned, non-owned and hired vehicles used in the performance of this Contract with limits in the amount of \$1,000,000.00 combined single limit or \$1,000,000.00 Bodily Injury, \$1,000,000.00 Property Damage;
- c) If this Contract involves professional services, professional liability insurance in the amount of \$1,000,000.00; and,
- d) If required by law, workers' compensation coverage including employees' liability coverage.

Offeror shall provide COUNTY with current executed certificates of insurance within two weeks from when the Notice of Award is issued by the County. All certificates of insurance shall guarantee the provision of written notice to the COUNTY of cancellation, non-renewal or material change within fifteen (15) days of such action.

11. PERFORMANCE BOND:

No Bond Required.

13. ACKNOWLEDGEMENT of SOLICITATION ADDENDA:

Supplier acknowledges that the following solicitation addenda have been incorporated in their offer and this agreement:

Addendum #	Date	Addendum #	Date	Addendum #	Date
1	6/18/14	5	7/1/2014		
2	6/24/14				
3	6/25/14				
4	6/27/14				

14. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION:

NOT APPLICABLE: BID EXCEEDS THE \$500,000 PER CONTRACT YEAR AMOUNT LIMITATION.

(REMAINDER OF THIS PAGE LEFT BLANK)

OFFER AGREEMENT: VEGETATION MAINTENANCE (7 of 7 pages) Second Term August 2015CONTRACTOR LEGAL NAME: Underwood Bros. Inc.BUSINESS ALSO KNOWN AS: AAA LandscapeMAILING ADDRESS: 4742 N. Romero RoadCITY/STATE/ZIP: Tucson, Arizona 85705REMIT TO ADDRESS: 4742 N. Romero RoadCITY/STATE/ZIP: Tucson, Arizona 85705CONTACT PERSON NAME/TITLE: Bill DorganPHONE: (520) 696-3323FAX: (520) 696-0314CONTACT PERSON EMAIL ADDRESS: b.dorgan@aaalandscape.com

EMAIL ADDRESS TO WHICH ORDERS & CONTRACTS SHALL BE TRANSMITTED:

b.dorgan@aaalandscape.comCORPORATE HEADQUARTERS LOCATION:STREET ADDRESS CITY, STATE, ZIP: 3747 E. Southern Ave. Phoenix, AZ 85040

By signing and submitting these Offer Agreement documents, 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 Pima County Procurement website for solicitation addenda and has incorporated all such addenda to its offer, that Contractor is qualified and willing to provide the items requested, and that Contractor will comply with all requirements of the solicitation. The Unit Pricing includes all costs incidental to the provision of the items in compliance with the above documents; no additional payment will be made. Conditional offers that modify the solicitation requirements may be deemed not 'responsive' and may not be evaluated. Contractor's submission of a signed offer agreement shall constitute a firm offer and upon the issuance of a Master Agreement (MA) or Purchase Order (PO) document signed by the Pima County Procurement Director or authorized designate a binding contract is formed that will require Contractor to provide the services and materials described in this solicitation. The undersigned hereby offers to furnish the material or service in compliance with all terms, conditions, specifications, defined or referenced by the solicitation, which includes Pima County Standard Terms & Conditions, this Offer Agreement and other documents listed in this Offer Agreement's Other Documents article.

SIGNATURE: DATE: 7-1-2015William Dorgan, Director of Business Development for Robert Underwood, CEO

PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER

PHONE AND E-MAIL: (520) 245-9129 b.dorgan@aaalandscape.comCounty Attorney Contract Approval "As to Form":Approved as to formDeputy County AttorneyEND OF OFFER AGREEMENT: VEGETATION MAINTENANCE (7 of 7 pages) Second Term August 2015

PIMA COUNTY STANDARD TERMS AND CONDITIONS (03/18/15) Second Term August 2015**1. OPENING:**

Responses will be publicly opened and each respondent's name, and if a Bid the amount, will be read on the date and at the location defined in the *Invitation for Bid (IFB)* or *Request For Proposals (RFP)*. Proposals shall be opened so as to avoid disclosure of the contents of any proposal to competing offerors during the process of negotiation. All interested parties are invited to attend.

2. EVALUATION:

Responses shall be evaluated to determine which are most advantageous to Pima County (COUNTY) considering evaluation criteria, conformity to the specifications and other factors.

If an award is made, COUNTY will enter into an agreement with the one or multiple respondent(s) that submitted the lowest responsive bid(s) that were determined responsible for supplying the required goods or services. Unless otherwise specified on the Bid/Offer document determination of the low/lowest bids will be made considering the total bid amount.

COUNTY, at its sole discretion, reserves the following rights: 1) to waive informalities in the bid or bid procedure; 2) to reject the response of any persons or corporations that have previously defaulted on any contract with COUNTY or who have engaged in conduct that constitutes a cause for debarment or suspension as set forth in COUNTY Code section 11.32; 3) to reject any and all responses; 4) to re-advertise for bids previously rejected; 5) to otherwise provide for the purchase of such equipment, supplies materials and services as may be required herein; 6) to award on the basis of price and other factors, including but not limited to such factors as delivery time, quality, uniformity of product, suitability for the intended task, and bidder's ability to supply; 7) to increase or decrease the item quantity or eliminate any item of this solicitation prior to the award. Pricing evaluations will be based on pre-tax pricing offered by Contractor.

3. AWARD NOTICE:

A *Notice of Recommendation for Award* for IFB or RFP will be posted on the Procurement website and available for review by interested parties. A tabulation of responses will be maintained at the Procurement Department.

4. AWARD:

Awards will be made by either the Procurement Director or the Board of Supervisors in accordance with the Pima County Procurement Code. COUNTY reserves the right to reject any or all offers, bids or proposals or to waive irregularities and informalities if it is deemed in the best interest of COUNTY. Unless expressly agreed otherwise, resulting contracts are not exclusive, are for the sole convenience of COUNTY, and COUNTY reserves the right to obtain like goods or services from other sources.

5. WAIVER:

Each offeror, by submission of an offer, bid or proposal waives any and all claims for damages against COUNTY or its officers or employees when COUNTY exercises any of its reserved rights.

6. ACKNOWLEDGEMENT AND ACCEPTANCE:

If Contractor's terms of sale are inconsistent with the terms of the resultant contract, the terms herein shall govern, unless COUNTY accepts Contractor's terms in writing. No oral agreement or understanding shall in any way modify this contract or the terms and conditions herein. Contractor's acceptance, delivery or performance called for herein shall constitute unqualified acceptance of the terms and conditions of the resultant contract.

7. INTERPRETATION and APPLICABLE LAW:

The contract will be interpreted, construed and given effect in all respects according to the laws of the State of Arizona. If any of Contractors' terms or conditions is not in agreement with County's terms and conditions as set forth herein, COUNTY's shall govern. This contract incorporates the complete agreement of the parties with respect to the subject matter of this contract. No oral agreement or other understanding will in any way modify the terms and conditions of this contract.

8. WARRANTY:

Contractor warrants goods or services to be satisfactory and free from defects.

9. QUANTITY:

Contractor will not exceed or reduce the quantity of goods ordered without written permission from COUNTY in the form of a properly executed Master Agreement (MA), Purchase Order (PO) Delivery Order (DO) or Delivery Order Maximo (DOM) revision or amendment as required by COUNTY Procurement Code. All quantities are estimates and COUNTY provides no guarantee regarding actual usage.

10. PACKING:

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

11. DELIVERY:

On-time delivery of goods and services is an essential part of the consideration to be received by COUNTY.

A guaranteed delivery date, or interval period from order release date to delivery, must be given if requested by the Price offer document. Upon receipt of notification of delivery delay, COUNTY at its sole option and at no cost to COUNTY may cancel the order or extend delivery times. Such extension of delivery times will not be valid unless extended in writing by an authorized representative of COUNTY.

To mitigate or prevent damages caused by delayed delivery, COUNTY may require Contractor to deliver additional quantity utilizing express modes of transport, and or overtime, all costs to be Contractor's responsibility. COUNTY reserves the right to cancel any delinquent order, procure from alternate source, or refuse receipt of or return delayed deliveries, at no cost to COUNTY. COUNTY reserves the right to cancel any order or refuse delivery upon default by Contractor concerning time, cost, or manner of delivery.

Contractor will not be held responsible for unforeseen delays caused by fires, strikes, acts of God, or other causes beyond Contractor's control, provided that Contractor provides COUNTY immediate notice of delay.

12. SPECIFICATION CHANGES:

COUNTY has the right to 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, an acceptable adjustment will be made and the order modified in writing. Any agreement for adjustment must be made in writing.

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

13. INSPECTION:

All goods and services are subject to inspection and testing at place of manufacture, destination or both by COUNTY. Goods failing to meet specifications of the order or contract will be held at Contractor's risk and may be returned to Contractor with costs for transportation, unpacking, inspection, repacking, reshipping, restocking or other like expenses to be the responsibility of Contractor. In lieu of return of nonconforming supplies, COUNTY, at its sole discretion and without prejudice to COUNTY's rights, may waive any nonconformity, receive the delivery, and treat the defect(s) as a warranty item, but waiver of any condition will not be considered a waiver of that condition for subsequent shipments or deliveries.

14. SHIPPING TERMS:

Unless stated otherwise by the contract, delivery terms are to be F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination") and are to be included in the Unit Price offered by Contractor and accepted by COUNTY.

15. PAYMENT TERMS:

Payment terms are net thirty (30) days, unless otherwise specified by the contract.

16. 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 all specification requirements have been met.

17. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT:

In the event any item furnished by Contractor in the performance of the contract should fail to conform to the specifications thereof, or to the sample submitted by Contractor, COUNTY may reject same, and it thereupon becomes the duty of Contractor to reclaim and remove the same, without expense to COUNTY, and immediately replace all such rejected items with others conforming to the specifications or samples. Should Contractor fail, neglect, or refuse immediately to do so, COUNTY has the right to purchase in the open market, in lieu thereof, a corresponding quantity of any such items and to deduct from any monies due or that may become due to Contractor the difference between the price named in the Master Agreement or Purchase Order and actual cost to COUNTY.

In the event Contractor fails to make prompt delivery as specified of any item, the same conditions as to the rights of COUNTY to purchase 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. In the event of cancellation of the Master Agreement, Purchase Order or associated orders, either in whole or in part, by reason of the default or breach by Contractor, Contractor will bear and pay for any loss or damage sustained by COUNTY in procuring any items which the Contractor agreed to supply. The rights and remedies of COUNTY provided above are not exclusive and are in addition to

any other rights and remedies provided by law or under the contract.

18. FRAUD AND COLLUSION:

Each Contractor, by submission of a bid, certifies that no officer or employee of COUNTY or of any subdivision thereof: 1) 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; 2) has favored one Contractor over another by giving or withholding information or by willfully misleading the bidder in regard to the character of the material or supplies called for or the conditions under which the proposed work is to be done; 3) will knowingly accept materials or supplies of a quality inferior to those called for by any contract; 4) has any direct or indirect financial interest in the offer 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 at any time it shall be found that Contractor has in presenting any offer(s) colluded with any other party or parties for the purpose of preventing any other offer being made, then any contract so awarded shall be terminated and that person or entity shall be liable for all damages sustained by COUNTY.

19. COOPERATIVE USE OF RESULTING CONTRACT:

As allowed by law, COUNTY has entered into cooperative procurement agreements that enable other Public Agencies to utilize procurement agreements developed by COUNTY. Contractor may be contacted by participating agencies and requested to provide services and products pursuant to the pricing, terms and conditions defined by the COUNTY Master Agreement, or Purchase Order. Minor adjustments are allowed subject to agreement by both Contractor and Requesting Party to accommodate additional cost or other factors not present in the COUNTY's agreement and required to satisfy particular Public Agency code or functional requirements and are within the intended scope of the solicitation and resulting contract. Any such usage shall be in accordance with State, COUNTY and other Public Agency procurement rules, regulations and requirements and shall be transacted between the requesting party and Contractor. Contractor shall hold harmless COUNTY, its officers, employees, and agents from and against all liability, including without limitation payment and performance associated with such use. A list of agencies that are authorized to use COUNTY contracts can be viewed at the Procurement Department Internet home page: <http://www.pima.gov/procure> by selecting the link titled *Authorized Use of COUNTY Contracts*.

20. PATENT INDEMNITY:

Contractor will indemnify, defend and hold COUNTY, its officers, agents and employees, harmless from liability of any nature or 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 Master Agreement, Purchase Order, and associated orders. Contractor may be required 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.

21. 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 attendant thereto, 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 Master Agreement, Purchase Order or associated orders. Contractor warrants that all products and services provided under this contract are non-infringing. 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.

22. UNFAIR COMPETITION AND OTHER LAWS:

Responses must be in accordance with Arizona trade and commerce laws (Title 44 A.R.S.) and all other applicable COUNTY, State, and Federal laws and regulations.

23. 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 provided under this contract require a license issued by the Arizona Registrar of Contractors (ROC), Contractor certifies that those services will be provided by a contractor licensed by ROC to perform those services in Arizona. The laws and regulations of the State of Arizona govern the rights, performance and disputes of and between the parties. Any action relating to this Contract must be brought in a court of the State of Arizona in Pima County.

Any changes in the governing laws, rules, and regulations during an agreement apply, but do not require an amendment or revisions.

24. 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.

25. CONFLICT OF INTEREST:

This contract is subject to the provisions of A.R.S. § 38-511, the pertinent provisions of which are incorporated into and made part of all COUNTY Master Agreements or Purchase Orders as if set forth in full therein.

26. 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.

27. NON-APPROPRIATION OF FUNDS:

COUNTY may cancel this contract pursuant to A.R.S. § 11-251(42) if for any reason the COUNTY 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.

28. PUBLIC INFORMATION:

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 information submitted in response to this solicitation, including, but not limited to, pricing, product specifications, work plans, and any supporting data becomes public information and upon request, is subject to release or review by the general public including competitors.

Any records submitted in response to this solicitation that Contractor reasonably believes constitute proprietary, trade secret or otherwise confidential information must be appropriately and prominently marked as CONFIDENTIAL by Contractor prior to the close of the solicitation.

Notwithstanding the above provisions, in the event records marked CONFIDENTIAL are requested for public release pursuant to A.R.S. § 39-121 et seq., COUNTY will release records marked CONFIDENTIAL ten (10) business days after the date of notice to Contractor of the request for release, unless Contractor has, within the ten (10) day period, secured a protective order, injunctive relief or other appropriate order from a court of competent jurisdiction, enjoining the release of the records. For the purposes of this paragraph, the day of the request for release is not counted in the time calculation. Contractor will be notified of any request for such release on the same day of the request for public release or as soon thereafter as practicable.

COUNTY will not, under any circumstances, be responsible for securing a protective order or other relief enjoining the release of records marked CONFIDENTIAL, nor is COUNTY in any way financially responsible for any costs associated with securing such an order.

29. 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 specifically stated otherwise in the contract. Such tools and documentation are the property of COUNTY and will be marked, as is practical, as the "Property of Pima County" and if requested by COUNTY a copy of the tooling and documentation will be delivered 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 defined 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 had given Contractor reasonable time to respond to COUNTY's requests for support.

30. 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.

31. NON-EXCLUSIVE:

Contracts resulting from this solicitation are non-exclusive and are for the sole convenience of COUNTY, which reserves the right to obtain like goods and services from other sources for any reason.

32. PROTESTS:

An interested party may file a protest regarding any aspect of a solicitation, evaluation, or recommendation for award. Protests must be filed in accordance with the Pima County Procurement Code, Section 11.20.010.

33. TERMINATION:

COUNTY reserves the right to terminate any Master Agreement, Purchase Order, Delivery Order, Delivery Order Maximo or award, in whole or in part, at any time, 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 and must be promptly delivered to COUNTY. Contractor is entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures defined by A.A.C. R2-7-701 apply.

34. 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: Master Agreement, Delivery Order or Delivery Order Maximo, Purchase Order, offer agreement or contract attached to a Master Agreement, Purchase Order, Delivery Order or Delivery Order Maximo; these standard terms and conditions; any other solicitation documents.

35. INDEPENDENT CONTRACTOR:

The status of Contractor is that of 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 the COUNTY Merit System. Contractor is responsible for payment of 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. Contractor is solely responsible for its program development and operation.

36. BOOKS 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.

37. COUNTERPARTS:

The Master Agreement or Purchase Order awarded pursuant to this solicitation may be executed 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 Master Agreement and Purchase Order, the signed offer of Contractor and the signed acceptance of COUNTY are each considered an original and together constitute a binding Master Agreement, if all other requirements for execution have been met.

38. AUTHORITY TO CONTRACT:

Contractor warrants its right and power to enter into the Master Agreement or Purchase Order. If any court or administrative agency determines that COUNTY does not have authority to enter into the Master Agreement or Purchase Order, COUNTY is not liable to Contractor or any third party by reason of such determination or by reason of the Master Agreement or Purchase order.

39. 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 Master Agreement, Purchase Order, Delivery Order or Delivery Order Maximo 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.

40. 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 directly employed by it. 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

41. SEVERABILITY:

Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law is ineffective to the extent of such prohibition without invalidating the remainder of this Contract.

42. LEGAL ARIZONA WORKERS ACT COMPLIANCE:

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 Article 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 insure 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 Article is the responsibility of CONTRACTOR. In the event that remedial action under this Article 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.

43. 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 otherwise specified and agreed to in writing by COUNTY, 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.

END OF PIMA COUNTY STANDARD TERMS AND CONDITIONS Second Term August 2015

APPENDIX 'A' – SCOPE OF WORK (1 of 8 pages) Second Term August 2015**DESCRIPTION OF WORK:**

The proposed work is within Pima County at various locations. Communication is an essential part of the contract therefore all workers will speak English.

The work shall include furnishing all equipment, labor, materials, tools, and supplies including but not limited to personal safety equipment, all traffic control devices necessary to maintain medians, roadway shoulders, rights-of ways and drainage ways.

The work shall consist of weed control, mowing, tree trimming, tree removal, brush removal, irrigation inspection, irrigation repair, planting, litter pickup, chemical spraying, rodent control, pest control, insect control and general grounds maintenance.

WORK SCHEDULE:

The work under this contract shall be performed Monday – Thursday, between the hours of 6:00am and 4:30pm. All work shall be scheduled such that A.M. and P.M. peak traffic flow is not adversely affected or interrupted. A.M. and P.M. peak traffic hours are defined as: 7:00am – 9:00am and 4:00pm – 6:00pm. All work scheduled and performed shall be accomplished so that there will only be a minimum traffic interruption. Road closures will not be permitted and it is not foreseen that road closures are anticipated within the scope of this contract. Lane closures for major vegetation maintenance on arterial roads will require the Contractor to submit traffic control plans to the County for review and approval a minimum of one calendar week prior to any work commencing.

Any and all deviations from these working days/hours shall require prior notification to the County and shall be subject to the review and prior approval by the County.

The Contractor shall ensure that all of his/her employees assigned to perform services under this contract shall be used exclusively for that purpose during the hours, which they are assigned to perform work under this contract. Work on private property will not be permitted while the Contractor is engaged in performing work under this contract during the hours the Contractor is working for Pima County.

There are no provisions for portal-to-portal payment **except Ajo work site**. Travel to and from the work site by all Contractor employees, including superintendents, crew leaders, arborists, tree workers, spray technicians, irrigation technicians, laborers etc. working on this contract for Pima County is considered incidental and it is not a pay item. **Reasonable travel time to and from the Ajo work site will be allowed.**

LEVEL OF SERVICE:**1. Medians / Shoulders**

All medians and shoulders are required to be weed free by use of approved chemical, manual or mechanical means; weeds are defined as any unintended or objectionable growth which may include but not necessarily be limited to Desert Broom, irrigation systems working properly, dead growth removed and properly disposed, adequate sight distance visibility at all intersections as defined or as directed by Pima County, all curbs shall be un-obstructed and free of weeds, trash or debris, litter removed and properly disposed, all areas covered by decomposed granite shall be kept weed free and shall be maintained with a minimum cover of decomposed granite such that no bare earth is present. Tree trimming shall be done at the direction and supervision of a certified International Society of Arboriculture (I.S.A.) arborist or tree worker and shall be consistent and in conformance with all current applicable guidelines of I.S.A.

Medians and/or shoulders containing natural vegetation (non-planted vegetation) shall be maintained in their natural state/condition and trees shall only be trimmed as necessary or as directed by the County to provide adequate intersection sight distance and to ensure an unobstructed path for vehicle, bicycles and pedestrians as necessary or as directed by the County. Only the removal or trimming of brush, tree branches etc. that may overhang or protrude into the traveled roadway will be permitted and will only be to the extent and when directed by the County.

TECHNICAL SPECIFICATIONS:**1. Mowing Road Shoulders and Drainage Ways (Item 1)**

Road shoulders and drainage way areas assigned for mowing shall be mowed to a height of not less than two inches nor more than four inches. The Contractor shall provide mowers with operators in sufficient number, size and working condition capable of performing the required work in an efficient manner. All equipment utilized shall be maintained in good mechanical working condition to prevent and minimize breakdowns.

APPENDIX 'A' – SCOPE OF WORK (2 of 8 pages) Second Term August 2015

The Contractor shall provide schedules to the County for the County's review and approval. The schedules shall list dates for anticipated starts and completion and the Contractor shall take any and all steps necessary to ensure that the schedules are adhered to and that work continues uninterrupted until the scheduled work is completed, including adding personnel and equipment at no additional cost to the County.

Any debris, dirt, rocks, gravel or trimmings ejected onto or into the traveled roadway or sidewalk areas shall be removed at the end of each workday. Any debris, dirt, rocks, gravel or trimmings considered potentially hazardous to motorists, pedestrians or bicyclists shall be removed immediately. Mowers working on or immediately adjacent to the pavement must be properly equipped with overhead strobe or rotating warning lights, slow moving vehicles placards. The Contractor shall provide temporary traffic control devices as deemed necessary and as required in Part VI of the Millennium Edition of the Manual on Traffic Control Devices to perform the required work in a safe and efficient manner and as necessary to inform and to provide adequate advance warning to motorists, bicyclists or pedestrians.

This item of work shall be measured and paid for in acres or portions of acres. An acre is defined as 43,560 square feet.

Travel and transportation to and from the work sites is considered incidental and is not a pay item.

2. Superintendent with pickup truck and cell phone (Item 2)

The contractor shall provide a superintendent with a pickup truck and cell phone to manage and supervise the work of this contract. At the time the County issues a notice to proceed the contractor shall provide the County with the name and cell phone number of the superintendent assigned by the contractor to this contract. The County must approve any change in personnel assigned to perform the duties of a superintendent. The superintendent shall be responsible for providing the County daily, weekly or as needed schedules for performing all vegetation management work listed in this contract. The superintendent shall also be responsible for overseeing all activities of crew leaders and vegetation labor.

3. Crew Leader with Pickup Truck and Cell Phone (Item 3)

Crew Leaders with Pickup Truck and Cell Phone shall be provided as required by the inspector. Cell phone shall not charge airtime to the incoming caller. Cost of Pickup truck and cell phone shall be included in cost of this unit bid price. Payment shall be measured in hours. All crew leaders shall be conversant in English.

4. Vegetation Management Laborer (Item 4)

Laborers shall do general landscaping labor. Labor crews shall have with them hand tools such as loppers, pitchforks, rakes and any other tools as needed to perform the assigned or scheduled work. Labor crews will typically be defined as consisting of a "crew leader" and three (3) laborers. Any increases or decreases in crew size must be approved by the County prior to performing any work. Crews shall have an adequate number and proper size of chainsaws, weed eaters and any other equipment necessary to accomplish assigned task in an efficient manner. The Contractor shall keep all tools clean, operative, sharp and in good working conditions at all times. The Contractor shall sterilize tools periodically. If disease or infection is suspected or known by the County or the Contractor of a certain plant the Contractor shall sterilize all tools needed to perform the trimming or cutting between each cut. All hand shears and loppers shall be of the type that has two (2) cutting edges. Anvil type pruners are not acceptable.

The Contractor shall provide any and all traffic control devices as required by the County and as required in Part VI of the Millennium Edition of the Manual on Uniform Traffic Control Devices for all vegetation activities in medians and / or shoulders in or adjacent to public roads and streets.

The laborer shall also pick up trash, which shall include but is not limited to, removal of trash such as paper, plastic, cans, bottles and dried or dead plants or parts of plants (leaves, fronds, branches, etc.) accumulated in assigned areas as a result of littering, wind or rain storms. Blowing or raking of debris, leaves, grass clippings, or any other matter into the street or right-of-way is not permitted. Accumulated debris shall be removed from site and properly disposed on a daily basis. Any accumulated debris that the County considers to be potentially hazardous to motorist, bicyclists or pedestrians shall be removed of immediately.

Payment shall be measured in hours. Laborers shall be paid on a ten-hour payday basis. Overtime rate for laborers shall be 1.5 times the unit bid price. Travel to and from the work site is considered incidental and is not a pay item.

APPENDIX 'A' – SCOPE OF WORK (3 of 8 pages) Second Term August 2015**5. Irrigation Maintenance Technician with Vehicle (Item 5)**

The Contractor shall provide certified irrigation maintenance technician on an as-needed basis. Technician shall be paid on an hourly basis. Travel cost of technicians shall be included in the hourly rate of unit bid. Travel and transportation to and from the work site is considered incidental and is not a pay item.

6. Certified Arborist (Item 6)

The Contractor shall provide an International Society of Arboriculture (I.S.A.) certified arborist as needed or requested by the County to ensure the methods or procedures used by the Contractor for maintaining vegetation or palm trees are in conformance with industry standards for maintaining all vegetation, palm trees etc. All arborist engaged in these activities should have full qualifications and experience to perform said services in a professional, safe, and competent manner. The County inspector shall inspect and approve activities associated with this activity. At the time the contractor is issued a "Notice To Proceed" the Contractor shall provide the County the names of the arborist and copies of the arborist I.S.A. certification. The certified arborist shall be used to direct and supervise any and all tree trimming. Travel to and from the work site is considered incidental and is not a pay item.

7. Arizona Certified Spray Technician with Vehicle (Item 7).

The contractor shall provide an Arizona Certified Spray Technician to perform any and all duties associated with the spraying of herbicides, per emergent, post emergent as noted within the special provisions. At the time the contractor is issued a "Notice To Proceed" the Contractor shall provide the County with the name(s) of the technician(s) and copies of the Spray Technicians certifications. Travel to and from the work site is considered incidental and is not a pay item.

8. Trailer Mounted Chipper (Item 8)

Must have the capability to properly process, per Project Manager's determination, at minimum, 4" minimum diameter tree limbs.

9. 12 Cubic Yard Capacity Dump Truck (Item 9)

Contractor shall provide 12 cubic yard capacity Dump truck with driver as needed. The dump truck driver shall work as laborer when dump truck is not in use. Cost of driver/laborer shall be included in unit bid of this pay item.

10. ¾ Ton Pickup with 7 Yard Trailer (Item 10)

Contractor shall provide ¾ ton pick-up truck with driver as needed. The truck driver shall work as laborer when truck is not in use. Cost of driver/laborer shall be included in unit bid of this pay item.

11. Palm Tree Maintenance (Item 11)

Work under this item shall include providing all tools, equipment and labor necessary for maintaining all palm trees regardless of size, height or location.

Palm trees shall be pruned to the height of the new frond growth regardless of height or size. All palm tree fronds stubs shall be removed (trunk skinning) to the height that will not cause tree damage. If and as necessary a certified arborists shall be used to determine the extent of trimming or skinning. The County will schedule this work.

Palm trees added to the contract in need of pruning or skinning shall be performed, within four (4) weeks after receiving notice from the County. Palm trees shall be maintained by removing old leaves and skinning as necessary. Hauling of debris to the dumpsite shall be included in this activity.

Palm tree pruning and trimming shall be done twice a year as recommended by the Contractors certified arborists with the prior approval of the County.

12. Storm and Accident Damage (Item 12)

Work under this item shall include providing all labor, materials, equipment, supplies, travel, etc. necessary to remove damaged vegetation, trees, or shrubs in coordination with the Department of Transportation.

Traffic Control

There are no payment provisions in this contract for traffic control. Traffic Control for routine activities is considered incidental to the work. The contractor shall provide any and all traffic control devices needed and all devices shall be in conformance with Part VI of the Millennium Edition of the Manual on Traffic Control Devices.

APPENDIX 'A' – SCOPE OF WORK (4 of 8 pages) Second Term August 2015**Special Conditions****1. Irrigation and Watering**

The Contractor is responsible to see that all plant materials owned by the County, within assigned areas, receive the proper amount of water to maintain health and vigor. This applies regardless of the method of payment applicable for care of specific plant material. If special watering is needed for any area, it is the responsibility of the Contractor to bring it to the County's attention in writing.

Whether using flood irrigation or sprinkling, the Contractor shall not water to a point of runoff. If runoff is occurring, adjustment of watering schedule or use of a wetting agent may be necessary and shall be the responsibility of the Contractor to make any and all necessary adjustments.

The County also requires that the Contractor inspect all irrigation systems once every four (4) weeks during the period of October 1st through March 31st, and once every two (2) weeks during the period of April 1st through September 30th. The above schedule shall remain in effect until and if modified by the County. The Contractor shall develop a schedule of inspections and provide a copy of the log of inspections to the County. In the event of any malfunctions, damage or inoperable systems the contractor shall notify the County within 48 hours.

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

1. Determine that the area is preconditioned.
2. After preconditioning, the frequency of sprinkling areas under normal weather conditions should be:
 - a. 1st Quarter (Jan – March) – Once Every Week
 - b. 2nd Quarter (April – June) – Every Third Day
 - c. 3rd Quarter (July – Sept.) – Every Other Day
 - d. 4th Quarter (Oct – Dec.) – Once Every Week
3. Adjustment must be made to maintain growth at the desired rate.
4. Water all turf areas to a soil depth of six inches.
5. Sprinkling between 3:00 A.M. and 7:00 A.M. is preferred but other nighttime hours may be approved if necessary.

2. Trimming-Pruning Guidelines

All shrubs, hedges and shaped trees shall be trimmed in such a manner that they present a pleasing appearance. All trees scheduled shall be pruned once a year, scheduled shrubs and hedges monthly during the growing season. Dead plant parts shall be trimmed weekly as part of the area-cleaning requirement. Shaped trees shall be trimmed bimonthly. Suckers shall be removed immediately. All trimming shall be done in a manner that minimizes "gouging" or "nicking" and shall be directed or supervised by an I.S.A. certified arborist having a working knowledge of applicable industry standards.

All pruning shall be trimmed so as not to conflict with pedestrians or bicycles and maintained in a manner that does not create a visibility obstruction to vehicular traffic. The County shall reserve the right to determine when plant material, trees or brush creates a visibility obstruction.

Sidewalks and pedestrian walkways shall remain clear at all times and tree limbs shall have a minimum vertical clearance of seven (7) feet over sidewalks or pedestrian walkways. All trimmings shall be disposed of as debris.

Trimming and pruning shall be paid for at the unit price agreed upon as stated in the contract under labor hours.

3. Weed Control

Weeds shall be controlled in such a manner and at such intervals that all areas treated shall be weed free upon inspection by the County. Routine weed control shall consist of area spraying, spot spraying and hand weeding in sufficient quantity to achieve the required results. The spraying shall be done by an Arizona State Certified Spray Technician. In the event that a driver is used in addition to the spray technician the driver will be paid at the rate of a laborer per the bid schedule. The spray technician will be paid per the bid schedule.

Pre-emergence herbicide spraying does not include payment for routine weed control. Routine weed control for turf areas shall be considered a part of mowing for each assigned area and will be reviewed weekly upon

APPENDIX 'A' – SCOPE OF WORK (5 of 8 pages) Second Term August 2015

completion of the first cleaning of each area reported by the Contractor. Non-turf areas shall be weed free upon inspection.

The Contractor shall submit an annual spraying plan each February which names the herbicides and pre-emergence that are proposed for use, where and how they are to be applied along with a copy of the product label for each chemical to be used. The Contractor shall provide Pima County all Material Data Safety Sheets (MSDS) for any and all chemicals used for weed control.

As part of the CONTRACTOR'S plan upon receiving assigned areas, it is required that a statement of proposed procedure be submitted covering the following aspects of "Weed Control.":

- a. Proposed herbicides to be used and for what specific purposes.
- b. Herbicides mix ratios and application rates.
- c. Type of equipment to be used and a basic procedure for routine and spot treatments.

Spraying must be performed in accordance with Federal and State of Arizona rules and regulations. The Contractor shall furnish all labor, materials including but not limited to herbicides, pre-emergent and equipment including but not limited to for routine weed control and spraying.

The Contractor shall complete and submit two (2) copies of Herbicide Spray Log with billing invoices. The Contractor shall supply the forms.

4. Damage Due to Spraying

The Contractor shall be responsible for the results of application of all herbicides and chemicals. The Contractor shall replace any plants killed or severely damaged by the use of herbicides in kind or with the nearest size nursery stock available at no cost to the County.

The soil in the area of the affected plant(s) and planting pit shall be treated with activated charcoal and other soil amendments that may be required to enhance the potential survival and growth of the existing or replacement plants. The treatment and materials must be approved by the County and shall be furnished at no cost to the County.

5. Pest Control

Spraying or dusting shall only be required when necessary to prevent a plant or tree from being damaged by an organism. When spraying or dusting is required the contractor shall provide the County all Material Data Safety Sheets (MSDS) for any and all materials used for spraying. The spraying shall be performed in accordance with State of Arizona rules and regulations and shall be performed by an Arizona Certified Spray Technician. Special care shall be exercised to prevent unnecessary discomfort to the people in the area. The instructions for pesticide use are the highest priority.

The Contractor must report to the County, all possible unsafe situations before proceeding with applications.

The Contractor is responsible for monitoring the assigned areas for potential pest control requirements including ants and rodents. The Contractor shall notify the County of all pests' intrusion and is requested to submit an estimate of the cost for each occurrence. The submittal must include the following information: location, the pest to be controlled, method of control, quantity of materials and labor hours. The Contractor shall complete a Pesticide Spray Log for any pesticides used and submit them with the request for payment.

No pest control procedures will be permitted without the notification and prior approval of the County.

6. Replanting and Plant Removal

Whenever a plant, shrub or tree dies as a result of storm damage, age, or uncontrollable pest or disease, the Contractor shall remove the plant, shrub or tree. The County shall approve replacement of the plant. The labor, equipment, plants and materials required for replanting by the Contractor will be paid for at the applicable unit price. If the plant, shrub, or tree dies as a direct result of neglect, inadequate care, or inadequate maintenance by the Contractor, the replacement item, labor, fertilizers and all other items required, shall be supplied by the Contractor at no cost to the County. The replacement plant, shrub, or tree shall be replaced in kind or with the nearest size nursery stock available, unless prior arrangements and approvals are obtained through the County.

APPENDIX 'A' – SCOPE OF WORK (6 of 8 pages) Second Term August 2015

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

7. Equipment

The Contractor shall provide and maintain during the entire period of this contract, equipment, tools and materials sufficient in number, condition, and capacity to efficiently perform the work and render the services required by this contract.

All vehicles must be maintained in good repair, appearance and sanitary condition at all times. All vehicles shall be equipped as necessary with all appropriate safety devices including but not necessarily limited to emergency overhead strobe or flashing warning lights and as necessary illuminated directional warning arrow boards. The County reserves the right to inspect the CONTRACTOR'S vehicles at any time throughout the contract term to ascertain said condition and inspect and evaluate equipment necessary to perform work in a safe and efficient manner.

8. Herbicides

The Contractor shall provide Pima County logs, herbicide labels, records and other documentation detailing herbicides applied, concentrations and mixes, application rates, location of application, and equipment used including Material Safety Data Sheets as deemed necessary by the County. Requests of such information shall be transmitted by the Contractor to the County in writing. The Contractor shall provide this information within five (5) days after they are requested. All herbicides shall be used in strict conformance with the manufacturers recommendations and shall be applied in strict conformance with all applicable Federal, State and local laws, ordinances and regulations.

9. Dump Sites

The Contractor shall haul all accumulated debris to a legal dumping site. Work under this item shall include providing all labor, materials, equipment, supplies, travel, etc. necessary to dispose of vegetative and inert material at a licensed land fill. This item shall be paid at the invoice cost from a certified scale and licensed commercial landfill. Item 13 on the pricing page (page 8) will be based on the July 1, 2014 posted rate of \$40.95/ton at the Catalina Transfer Station. **Pima County will pay actual invoice from legal dumping site when submitted with supplier's invoice to County.**

10. Working Hours

Typical working hours will be from 6:00am – 4:30pm, Monday through Thursday. The County may, as needed modify working hours during certain times of the year if and as needed to accomplish certain work activities. In situations where a traffic lane or lanes are restricted in order to perform work on arterial or high volume collector streets work will not be permitted between the hours of 7:00am and 9:00am and between 4:00pm and 6:00pm unless special permission is previously approved by Pima County. Any deviations from the working hours must have the County's prior approval.

11. Crew Size

Crew size shall typically be limited to a maximum of 4 workers including a crew leader for median maintenance crews and 4 workers including a crew leader for drainage way maintenance. If additional or a reduced staff is needed to perform certain activities, prior approval must be obtained by the County.

12. Storms and Accident Damage

At times, landscaping materials are damaged or displaced because of rain or windstorms, or because of vehicular accidents or damage caused by others including but not limited to vandalism. The Contractor shall immediately inspect the work areas for safety considerations following heavy storms for damage or displaced landscape materials. Any damage or displacement that affects the safety shall be corrected or repaired within 24 hours. Damaged or displaced plant materials not affecting public safety shall be corrected or repaired within 72 hours.

When notified of landscape damage or displacement because of traffic accidents, the Contractor shall correct or repair the area in distress within 48 hours unless directed otherwise by the County. The Contractor shall also provide specific documentation detailing the extent of the work performed, including labor, materials and equipment.

In any event where such damage may affect the safety of the motoring public, pedestrians or bicycle traffic the Contractor shall respond immediately to secure and protect the site with traffic control devices or by whatever

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means is deemed appropriate and as defined in the Millennium Edition of the Manual on Uniform Traffic Control Devices.

13. Keys

The Contractor will be required to sign for each key issued to the Contractor for accessing any and all irrigation systems, clocks, cages, control boxes, etc. If the Contractor loses a key, the Contractor may be required to pay a key replacement charge of ten (\$10.00) dollars per key for issuance of duplicate keys.

If a breach in security results from the CONTRACTOR'S loss of key(s), the Contractor shall notify the County immediately and the Contractor shall be responsible for costs incurred in acquiring new locks or the rekeying of existing locks. The Contractor shall be prohibited from duplicating any or all keys that are provided by the County.

INSPECTION:

Inspectors may be stationed at the work site to report to the County as to the progress of the work, the manner in which it is being performed, and also to report whenever it appears that work performed by the Contractor fails to fulfill the requirements of the specifications and the Contract.

The Inspector may direct attention to the Contractor to such failure or infringement but such inspection shall not relieve the Contractor from any obligation to provide completed work that is satisfactory in every particular.

In case of any dispute arising between the Inspector and the Contractor as to the manner of performing work, the Inspector shall have the authority to suspend the work until the question and issue can be referred to and decided by the County. Inspectors shall in no case act as foreman or perform other duties for the Contractor.

SUPERVISION BY CONTRACTOR:

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

PROTECTION OF FINISHED OR PARTIALLY FINISHED WORK:

The Contractor shall properly guard and protect all finished or partially finished work, and shall be responsible for the same until the entire contract is completed and accepted by the Operations Division Manager. Estimate or partial payment of work so completed shall not release the Contractor from such responsibility but he shall turn over the entire work in full accordance with these specifications before final settlement shall be made.

CLEANUP:

After all work under this Contract is complete, at designated work sites the Contractor shall remove all loose debris and other materials not incorporated in the work from the site of the work.

DUST PREVENTION:

The Contractor shall take whatever steps, procedures, or means to prevent abnormal dust conditions due to his operations in connection with this Contract and, in accordance with the requirements of all applicable air pollution control regulations as required by Pima County Department of Environmental Quality. This is not a pay item. The Contractor is encouraged to become familiar with all applicable Pima County Department of Environmental Quality rules and regulations to ensure full compliance.

RIGHT OF WAY:

The Contractor, at their own expense, is responsible for the acquisition of any necessary temporary easements for construction / maintenance purposes, which may be required in addition to existing easements and/or right-of-way.

GUARANTEES AND WARRANTIES:

Bidder shall guarantee that all services provided pursuant to this agreement comply with all applicable Federal, State, and County laws and regulations.

APPENDIX 'A' – SCOPE OF WORK (8 of 8 pages) Second Term August 2015

The Contractor shall guarantee all materials provided by the Contractor and/or the work against defective materials and/or workmanship for a period of twelve months from the date of its final acceptance under the Contract, ordinary wear and tear and unusual abuse or neglect excepted.

Should any defects develop within twelve months from the date of the final acceptance due to faulty workmanship, the Contractor shall within seven (7) calendar days of receipt of written notice from Pima County, begin making the necessary repairs to the satisfaction of the Operations Division Manager. Such work shall include the repair or replacement of other work or materials damaged or affected by making the above repairs or corrective work, all at no additional cost to Pima County.

The warranties and guarantees provided in this subsection of the Contract documents shall be in addition to and not in limitation of any warranties, guarantees, or remedies required by law.

In the event that the Contractor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the County may do so and charge the Contractor the cost thereby incurred.

MISCELLANEOUS:

The County shall provide the Contractor with required water for irrigation of the landscape areas and other items hereinafter specified and as required by Pima County Department of Environmental Quality Control.

The Contractor shall provide his own yard for parking, maintenance and storage of all equipment, tools and supplies.

END OF APPENDIX 'A' – SCOPE OF WORK Second Term August 2015

APPENDIX 'B' – LIVING WAGE Second Term August 2015Living 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 \$11.71 per hour. A contractor may pay its eligible employees a wage of no less than \$10.42 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 \$11.71 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

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PIMA COUNTY PROCUREMENT
 130 W. CONGRESS ST., 3RD FLOOR
 TUCSON, ARIZONA 85701-1317
 TELEPHONE (520) 724-8161, FAX (520) 222-1484

CERTIFICATION OF LIVING WAGE PAYMENTS

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 is required of this firm.

Yes X No _____ If no, you must explain all deviations in writing.

Company Name: AAA Landscape

Description of Services: Landscape Maintenance

Job Location: Pima County

(PLEASE CHECK ONE(S) THAT APPLY)



I do hereby agree to pay all eligible employees working on the above listed contract at least eleven dollars and seventy-one cents (\$11.71) per hour.

AND/OR



I do hereby agree to pay all eligible employees working on the above contract a wage of no less than ten dollars and twenty-four cents (\$10.42) per hour **and** provide health benefits with a monthly value at least as high as the difference between a monthly wage based on eleven dollars and seventy-one cents (\$11.71) per hour and the requested monthly wage if no less than ten dollars and forty-two cents (\$10.42) per hour. In essence, the **employer paid portion** of benefits must have a *monthly* value of two-hundred twenty-three dollars and sixty cents (\$223.60). This equals the one dollar and twenty-seven cents (\$1.29) per hour difference.

Providers Name: Beal Benefit Solutions

Address: 6730 N. Scottsdale Rd., Suite 285 Scottsdale, AZ

Phone: 480-348-2620 _____ Fax: 480-348-2621 _____

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: AAA Landscape, an Underwood Bros. Co.

AUTHORIZED SIGNATURE:  DATE: July, 2015

William Dorgan
 PRINTED NAME

President
 TITLE OF AUTHORITY

END OF APPENDIX 'B' – LIVING WAGE Second Term August 2015