



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

☒ Award ☐ Contract ☐ Grant

Requested Board Meeting Date: 7/2/19

* = Mandatory, information must be provided

or Procurement Director Award ☒

***Contractor/Vendor Name/Grantor (DBA):**

Underwood Brothers, Inc. dba AAA Landscape (Headquarters: Phoenix, AZ)

***Project Title/Description:**

Landscape and Vegetation Management Services

***Purpose:**

Award: Master Agreement MA-PO-19-216. This Master Agreement is for an initial term of one (1) year in the annual award amount of \$2,200,000.00 and includes four (4) one-year renewal options. Administering Department: Transportation.

***Procurement Method:**

Pursuant to Pima County Procurement Code 11.12.010, Competitive sealed bidding, Solicitation No. IFB-PO-1900051 was conducted. Three (3) responses were received. Two (2) responses were deemed non-responsive. Award is to the responsive and responsible bidder.

PRCUID: 337700

Attachments: Notice of Recommendation for Award and Master Agreement.

***Program Goals/Predicted Outcomes:**

Economical landscape and vegetation management services within Pima County right of ways, basins, drainages and levees.

***Public Benefit:**

There will be safe traverse of pathways, shoulders, and sidewalks within right-of-ways. Vegetation within and around basins, drainages and levees will be properly maintained providing a safe, clean and healthy environment.

***Metrics Available to Measure Performance:**

Acres serviced by landscaping, pest control and vegetation maintenance.

***Retroactive:**

No.

Contract / Award InformationDocument Type: MA Department Code: PO Contract Number (i.e., 15-123): 19-216Effective Date: 8/4/19 Termination Date: 8/3/20 Prior Contract Number (Synergen/CMS): _____☒ Expense Amount: \$* 2,200,000.00 ☐ Revenue Amount: \$ _____*Funding Source(s) required: Highway User Revenue Fund (HURF), Flood Control Tax LevyFunding from General Fund? ☐ Yes ☒ No If Yes \$ _____ % _____Contract is fully or partially funded with Federal Funds? ☐ Yes ☒ No

If Yes, is the Contract to a vendor or subrecipient? _____

Were insurance or indemnity clauses modified? ☐ Yes ☒ No

If Yes, attach Risk's approval.

Vendor is using a Social Security Number? ☐ Yes ☒ No

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

Amendment / Revised Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____

Amendment No.: _____ AMS Version No.: _____

Effective Date: _____ New Termination Date: _____

Prior Contract No. (Synergen/CMS): _____

☐ Expense or ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$ _____Is there revenue included? ☐ Yes ☐ No If Yes \$ _____

*Funding Source(s) required:

Funding from General Fund? ☐ Yes ☐ No If Yes \$ _____ % _____**Grant/Amendment Information** (for grants acceptance and awards) ☐ Award ☐ Amendment

Document Type: _____ Department Code: _____ Grant Number (i.e., 15-123): _____

Effective Date: _____ Termination Date: _____ Amendment Number: _____

☐ Match Amount: \$ _____ ☐ Revenue Amount: \$ _____

*All Funding Source(s) required:

*Match funding from General Fund? ☐ Yes ☐ No If Yes \$ _____ % _____*Match funding from other sources? ☐ Yes ☐ No If Yes \$ _____ % _____

*Funding Source: _____

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

Contact: Jennifer Moore, Procurement OfficerDivision Manager: [Signature] 6/12/19Department: Procurement May 10 6/12/19 Telephone: 520-724-8164Department Director Signature/Date: [Signature] 6-13-19Deputy County Administrator Signature/Date: [Signature] 6/13/19County Administrator Signature/Date: [Signature] 6/13/19
(Required for Board Agenda/Addendum Items)



NOTICE OF RECOMMENDATION FOR AWARD

Date of Issue: June 13, 2019

The Procurement Department hereby issues formal notice to respondents to Solicitation No. IFB-PO-1900051 for Landscape and Vegetation Management Services that the following listed respondent will be recommended for award as indicated below. The award action is scheduled to be performed by the Board of Supervisors on or after July 2, 2019.

Award is recommended to the responsive and responsible Bidder.

<u>AWARDEE NAME</u>	<u>BID AMOUNT</u>	<u>ANNUAL AWARD AMOUNT</u>
Underwood Brothers, Inc. dba AAA Landscape	\$2,142,259.20	\$2,200,000.00

<u>OTHER RESPONDENT NAMES</u>	<u>BID AMOUNT</u>
BrightView Landscape Services, Inc.	Non-responsive
Santa Rita Landscaping, Inc.	Non-responsive

Issued by: Jennifer Moore, Procurement Officer
Telephone Number: 520.724.8164

This notice is in compliance with Pima County Procurement Code §11.12.010(C) and §11.20.010(C).

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

AW



MASTER AGREEMENT

PIMA COUNTY, ARIZONA

THIS IS NOT AN ORDER - TRANSMISSION CONSTITUTES
CONTRACT EXECUTION

Master Agreement No: 1900000000000000216

MA Version: 1

Page: 1 of 2

Description: Landscape and Vegetation Management Services

I S S U E R	Pima County Procurement Department 130 W. Congress St. 3rd Fl Tucson AZ 85701	T E R M S	Initiation Date: 08-04-2019				
			Expiration Date: 08-03-2020				
	Issued By: JENNIFER MOORE						
	Phone: 5207248164						
	Email: jennifer.moore@pima.gov						
			<table border="1"><tr><td>NTE Amount:</td><td>\$2,200,000.00</td></tr><tr><td>Used Amount:</td><td>\$0.00</td></tr></table>	NTE Amount:	\$2,200,000.00	Used Amount:	\$0.00
NTE Amount:	\$2,200,000.00						
Used Amount:	\$0.00						

V E N D O R	UNDERWOOD BROTHERS INC	Contact:	BILL DORGAN
	DBA: AAA LANDSCAPE	Phone:	520-429-3752
	4742 N ROMERO ROAD	Email:	b.dorgan@aaalandscape.com
	TUCSON AZ 85705	Terms:	1.00 %
		Days:	10

Shipping Method: Vendor Method

Delivery Type:

FOB: FOB Dest, Freight Prepaid

Modification Reason

This Master Agreement is for an initial term of one (1) year in the annual award amount of \$2,200,000.00 and includes four (4) one-year renewal options. Attachment: Offer Agreement

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.



MASTER AGREEMENT DETAILS

Master Agreement No: 19000000000000000216

MA Version: 1

Page: 2 of 2

Line	Description					
1	Superintendent w/Pick-Up Truck and cell phone					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	HOUR	\$32.62			
2	Crew Leader w Pick-Up Truck and Cell Phone					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	HOUR	\$22.67			
3	Crew Leader w 4/x 3/4 ton Pick-Up Truck and Cell Phone					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	HOUR	\$22.67			
4	Vegetation Management Labor					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	HOUR	\$22.67			
5	Certified Applicator with Vehicle					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	HOUR	\$27.27			
6	Mowing Equipment Operator w/mower, equipment and supplies					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	ACRE	\$22.67			
7	Irrigation Maintenance Technician w/ Vehicle					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	HOUR	\$28.99			
8	Irrigation Maintenance Technician w/ o Vehicle					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	HOUR	\$25.95			
9	Palm Tree Maintenance Technician w/ tools and equipment					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	HOUR	\$22.67			
10	Arborist Certified I.S.A					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	HOUR	\$15.06			
11	Storm and Accident Labor					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	HOUR	\$22.67			
12	Trailer Mounted Chipper w minimum 4" tree limb capacity					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	HOUR	\$25.04			
13	Driver & Dump Truck 12 cubic Yards mowing debris collection					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	TON	\$22.67			
14	Driver, Dump Truck 12 cubic YDS vegetation debris collection					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	HOUR	\$22.67			
15	3/4 Ton Pick-Up with 7 Yard Trailer					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	HOUR	\$12.46			
16	Portal to Portal , Ajo AZ Round Trip					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	TRIP	\$160.00			
17	Free Form Line					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %		\$0.00			

OFFER AGREEMENT**1. INTENT:**

This document is intended to establish a Master Agreement ("MA") to provide Pima County ("County") with **Landscape and Vegetation Management Services** on an "as required basis" by issue of Delivery Order ("DO").

Contractor will be responsible to furnish all staff, labor, equipment, materials, tools, and supplies including but not limited to personal safety equipment, traffic control devices necessary to maintain the landscape and vegetation on medians, roadway shoulders, rights-of ways, drainage ways and basins within Pima County. Staff and laborers will be properly licensed and certified by the State of Arizona, and paid in accordance with Pima County's Living Wage Ordinance when performing vegetation management services for the County.

The vegetation management services required by the County consist of:

General Grounds Maintenance:

- planting, mowing, tree trimming, rock/gravel laying
- tree removal, brush removal, litter pickup

Irrigation System Maintenance:

- irrigation systems inspections and repair,

Structural Pest Control:

- Weed, insect and chemical spraying

2. CONTRACT TERM, RENEWALS, EXTENSIONS & REVISIONS:

The initial term of the MA will be for a one (1) year period and include four (4) one-year renewal options that the parties may exercise upon written agreement as follows:

Contract extensions, renewals, or revisions will occur through the issuance by County to Contractor of a revised MA document setting forth the requested changes. Failure by Contractor to object in writing to the proposed revisions, terms, conditions, scope modifications and/or specifications within ten (10) calendar days of issuance by County will signify acceptance of all such changes by Contractor and the revision will be binding upon the parties.

3. CONTRACTOR MINIMUM QUALIFICATIONS:

The Contractor certifies that it is competent, willing and responsible for performing the services or providing the products in accordance with all requirements of the solicitation and this contract. Contractor certifies that it possesses all licenses required by applicable Agencies to satisfy the requirements of this contract.

Contractor must have at the time of bid submission, and maintain throughout the term of the contract the following licenses:

Minimum Qualifications		TO BE FILLED IN BY CONTRACTOR	
License and Issuing Agency Name (Internet Address(URL))		License Number	License Class
3.1	AZ Registrar of Contractors www.azroc.gov Contractor must be a licensed business to perform irrigation systems inspections and maintenance repair. Hardscape and Irrigation Classification Commercial C21 or Commercial/Residential CR21	ROC 096971 ROC 081595 ROC 205648	CR-21 A B-1
3.2	Licensed Pest Management Business agriculture.az.gov Arizona Department of Agriculture, Pest Management Division In order to provide pest control services the Contractor must currently hold an active PMD Business License.	4216	

3.3	<p>Licensed Qualifying Party(s) and/or Certified Applicators <u>agriculture.az.gov</u></p> <p>Arizona Department of Agriculture, Pest Management Division</p> <p>In order to perform structural pest and weed management services, in the maintenance of public roads, pipelines, rights-of-way or their similar areas; ornamental trees, shrubs, flowers and turf; mosquito larvae, in standing or running water by means other than use of a fumigant, Contractor must currently have registered staff with active certification in the following categories:</p> <ul style="list-style-type: none"> 1-Industrial and Institutional 3-Ornamental and Turf 4-Right-of-Way 5-Aquatic 	<p>Attach a list of Qualifying Party (s) and Certified Applicators by First, last name, License/Certification No., and Category(s).</p> <p>Include a copy of each certificate.</p>
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NOTE: No Subcontracting of primary contractual performance obligations: Pest Management/Control services. Contractor's license must be registered to the Contractor and sub-contracting to another vendor is not allowed.

4. PRODUCT OR SERVICE SPECIFICATIONS & SCOPE:

Refer to Exhibit A: Scope of Services

5. OFFER ACCEPTANCE AND ORDER RELEASES:

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

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

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

Contractor will establish, monitor, and manage an effective contract administration process that assures compliance with all requirements of this contract. In particular, Contractor will not provide goods or services in excess of the executed contract items, item quantity, item amount, or contract amount without prior written authorization by contract revision that County has properly executed and issued. Any items Contractor provides in excess of those stated in the contract are at Contractor's own risk. Contractor will decline verbal requests to deliver items in excess of the contract and will report all such requests in writing to 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 DO will accept goods and services only in accordance with this contract. Such acceptance is a prerequisite to the commencement of payment terms.

7. COMPENSATION & PAYMENT:

The MA issued to accept Contractor's offer will define the not-to-exceed amount of the contract.

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

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

UNIT PRICES (Net 30-day Payment Terms) – Refer to Exhibit B

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

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

Price Warranty. Contractor will give 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 renewal 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.

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

This section is for items that Contractor did not list or price above but are within the defined scope of this contract. Contractor may provide these items under this contract. Contractor will submit Master Price List (MPL) documents, diskette or compact disc and file names or identify website address, identifying all other items offered pursuant to this contract to include Description and Discounted Unit Price, or Unit Price and Discount % (Unit Price x Discount % = Discounted Unit Price). The resulting Unit Prices must be of similar discount off List Prices for those items specifically defined above. Item Unit Prices above will govern in case of conflict with the Master Price List.

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

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

Standard payment terms are net thirty (30) days from the date of valid invoice document and do not commence until the later of 1) the receiving County Department receives goods or services into County's payment system or 2) County Financial Operations receives and verifies Contractor's invoice.

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 will submit valid invoice document consistent with the associated DO or 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: 1 % if payment tendered within 10 Days as above.

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

All Invoice documents will reference the County's PO, DO or DOM 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 document. County may return invoices that include line items or unit prices that do not match those documented by the County's order to Contractor unprocessed for correction. **Contractor will not accept orders, or provide services or products that cumulatively exceed the contract amount.**

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

8. DELIVERY:

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

Countywide

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

9. TAXES, FEES, EXPENSES:

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

10. OTHER DOCUMENTS:

Contractor and County in entering into this contract have relied upon information provided or referenced by Pima County Solicitation No. IFB-PO-1900051 including the Instructions to Offerors, Offer Agreement, Standard Terms and Conditions, Solicitation Amendments, Contractor's Bid Offer, documents submitted by Contractor or References to satisfy Minimum Qualifications and any other information and documents that Contractor has submitted in its response to County's Solicitation. The Contract incorporates these documents as though set forth in full herein, to the extent not inconsistent with the provisions of this contract.

11. INSURANCE:

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

Minimum Scope and Limits of Insurance:

Contractor shall procure and maintain, until all contractual obligations have been discharged, the insurance coverage with limits of liability not less than stated below. Pima County in no way warrants that the minimum insurance limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract. The Contractor is free to purchase additional insurance that required by the County. If necessary, Contractor may obtain commercial umbrella or excess insurance to satisfy the County's Insurance Requirements.

Commercial General Liability (CGL) – Occurrence Form with limits of \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include bodily injury, property damage, personal/advertising injury and products – completed operations.

Business Automobile Liability – Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract with a Combined Single Limit (CSL) of \$1,000,000 each accident.

Workers' Compensation (WC) and Employers' Liability – Arizona Statutory requirements and Employer's Liability coverage with policy limits of \$1,000,000 and each accident and each person - disease.

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

Additional Insurance Requirements:

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

Additional Insured: The General Liability and Business Automobile Liability Policies shall each be endorsed to include Pima County, its departments, districts, boards, commissions, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

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

Primary Insurance: The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by Pima County, its agents, officials, or employees shall be excess and not contributory insurance.

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

Notice of Cancellation:

Each Required Insurance policy must provide, and certificates specify, that County will receive not less than thirty (30) days advance written notice of any policy cancellation, except 10-days prior notice is sufficient when the cancellation is for non-payment of a premium.

Verification of Coverage:

Contractor shall furnish Pima County with certificates of insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

All certificates and endorsements, as required by this written agreement, are to be received and approved by Pima County before work commences. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance coverages or policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the appropriate County Department. The Certificate of Insurance shall include the Pima County project or contract number and project description on the certificate. Pima County reserves the right to require complete copies of all insurance policies required by this Contract at any time.

Neither the County's failure to obtain a required insurance certificate or endorsement, the County's failure to object to a non-complying insurance certificate or endorsement, or the County's receipt of any other information from the Contractor, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

Approval and Modifications:

The Pima County Risk Manager may approve a modification of the Insurance Requirements without the necessity of a formal Contract amendment, but the approval must be in writing.

12. PERFORMANCE BOND: N/A

13. ACKNOWLEDGEMENT of SOLICITATION AMENDMENT(S):

Contractor acknowledges that it incorporates the following solicitation amendments in its offer and this contract:

Amendment #	Date	Amendment #	Date	Amendment #	Date

14. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION:Is your firm SBE-certified as defined by the solicitation "Instruction to Offerors" section? Yes ☐ No ☒ (Select one)If 'Yes', have you included your certification document? Yes ☐ No ☐ (Select one)

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

15. BID/OFFER CERTIFICATION:CONTRACTOR LEGAL NAME: Underwood Bros. Inc. dba. AAA LandscapeBUSINESS 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: Jeff Hatfield Tucson Branch ManagerPHONE: 520-696-3223FAX: 520-696-0314CONTACT PERSON EMAIL ADDRESS: j.hatfield@aaalandscape.comEMAIL ADDRESS FOR ORDERS & CONTRACTS: j.hatfield@aaalandscape.comCORPORATE HEADQUARTERS ADDRESS: 3747 E. Southern Ave, Phoenix, AZ 85040WEBSITE: www.aaalandscape.com

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 amendments and has incorporated all such amendments to its offer, that Contractor is qualified and willing to provide the items requested, and that Contractor will comply with all requirements of the 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 County may not evaluate them. Contractor's submission of a signed offer agreement must constitute a firm offer and upon the issuance of a MA or PO document issued by the Pima County Procurement Director or authorized designee will form a binding contract that will require Contractor to provide the goods or services and materials described in this solicitation. The undersigned hereby offers to furnish the goods or services in compliance with all terms, conditions, specifications that the solicitation defines or references, which includes Pima County Standard Terms & Conditions, this Offer Agreement and other documents as listed in this Offer Agreement's "Other Documents" article.

SIGNATURE: Jeff HatfieldDATE: 6/10/19Jeff Hatfield - Tucson Branch Manager

PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER

PHONE AND E-MAIL: 520-696-3223j.hatfield@aaalandscape.com

PIMA COUNTY STANDARD TERMS AND CONDITIONS**1. OPENING:**

Pima County ("COUNTY") will publicly open responses on the date and at the location as stated in the *Invitation for Bid (IFB)* or *Request for Proposal (RFP)*. The County will read each respondent's name, and for responses to an IFB will also read the total bid amount. COUNTY will open proposals so as to avoid disclosure of the contents of any proposal to competing offerors during the **evaluation** process. COUNTY invites all interested parties to attend the bid opening.

2. EVALUATION:

COUNTY will evaluate responses to determine which are most advantageous to COUNTY considering conformity to the specifications stated in the IFB, evaluation criteria stated in the RFP, and other factors, regardless of solicitation type.

If COUNTY makes an award, COUNTY will enter into an agreement with one or more Contractor(s) that submitted the lowest responsive bid(s) or highest scoring proposal that COUNTY determined responsible for providing the required goods or services. Unless otherwise specified on the IFB document, COUNTY will determine the low or lowest bids considering all items listed in the Unit Price Schedule.

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 proposed by Contractor.

3. AWARD NOTICE:

COUNTY will post a *Notice of Recommendation for Award* for IFB or RFP on the Procurement website available for review by interested parties. The Procurement Department will maintain a tabulation of the bids or ranking of proposals.

4. AWARD:

Either the Procurement Director or the Board of Supervisors will make the contract award in accordance with the Pima County Procurement Code. COUNTY reserves the right to reject any or all proposals, bids or to waive irregularities and informalities in the best interest of COUNTY. Unless COUNTY expressly agrees otherwise, resulting contracts are not exclusive, they 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 a proposal, 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 will govern, unless COUNTY accepts Contractor's terms in writing. No oral agreement or understanding will in any way modify this contract or the terms and conditions herein. Contractor's acceptance, delivery or performance called for herein will constitute unqualified acceptance of the terms and conditions of the resultant contract.

7. INTERPRETATION and APPLICABLE LAW:

The laws of the State of Arizona govern the interpretation and construction of this Contract. If any of Contractors' terms or conditions is not in agreement with County's terms and conditions as set forth herein, COUNTY's will 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 the COUNTY's Procurement Code requires. 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 that COUNTY will receive.

Contractor must provide a guaranteed delivery date, or interval period from order release date to delivery if the Price proposal document requires it. Upon receipt of notification of delivery delay, COUNTY 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 an authorized representative of COUNTY extends it to Contractor in writing.

To mitigate or prevent damages from delayed delivery, COUNTY may require Contractor to deliver additional quantity utilizing express modes of transport, or overtime, all costs to be Contractor's responsibility. COUNTY reserves the right to cancel any delinquent order, procure from an alternate source, or refuse receipt of or return delayed deliveries, all 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 is not 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, COUNTY will make an acceptable adjustment and will modify the order in writing. No verbal agreement for adjustment is acceptable.

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

13. INSPECTION:

COUNTY may inspect or test all goods and services at place of manufacture, destination, or both. Contractor will hold goods failing to meet specifications of the order or contract at Contractor's risk and COUNTY may return such goods to Contractor 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 any waiver of any condition will not apply to subsequent shipments or deliveries.

14. SHIPPING TERMS:

Unless the contract states otherwise, delivery terms are to be F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination") and Contractor is to include such terms in its Unit Price proposal.

15. PAYMENT TERMS:

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

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 the delivery meets all specification requirements.

17. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT:

In the event any item that Contractor furnishes in the performance of the contract should fail to conform to the specifications thereof, or to the sample that Contractor submitted, 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 MA or Purchase Order ("PO") and the 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 MA, PO 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 proposal or resulting contract. Additionally, during the conduct of business with COUNTY, Contractor will not knowingly certify, or induce others to certify, to a greater amount of labor performed than has been actually performed, or to the receipt of a greater amount or different kind of material or supplies that has been actually received. If COUNTY finds at any time that Contractor has in presenting any proposal(s) colluded with any other party or parties for the purpose of preventing any other proposal being made, then COUNTY will terminate any contract so awarded and that person or entity will be liable for all damages that COUNTY sustains.

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 that COUNTY has developed. Participating agencies may contact Contractor with requests to provide services and products pursuant to the pricing, terms and conditions defined by the COUNTY MA, or PO. 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 within the intended scope of the solicitation and resulting contract. The parties to the cooperative procurement will negotiate and transact any such usage in accordance with State, COUNTY and other Public Agency procurement rules, regulations and requirements. Contractor will hold harmless COUNTY, its officers, employees, and agents from and against all liability, including without limitation payment and performance associated with such use. Contractor may view a list of agencies that are authorized to use COUNTY contracts at the Procurement Department Internet home page: <http://www.pima.gov/procure> 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 MA, PO, and associated orders. COUNTY may require Contractor to furnish a bond or other indemnification to COUNTY against any and all loss, damage, costs, expenses, claims and liability for patent or copyright infringement.

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

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. § 38-503, the pertinent provisions of which are incorporated into and made part of all COUNTY MAs or POs 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 RECORDS:

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

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

The Contractor agrees to waive confidentiality of any price terms in the event of a contract award.

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 the contract specifically states otherwise. Such tools and documentation are the property of COUNTY and will be marked, as is

practical, as the "Property of Pima County" and COUNTY so requests, Contractor will deliver a copy of the tooling and documentation to COUNTY within twenty (20) days of acceptance by COUNTY of the first article sample, or not later than ten (10) days of termination of the contract associated with their development, without additional cost to COUNTY. Contractor also agrees to act in good faith to facilitate the transition of work to a subsequent Contractor if and as reasonably requested by COUNTY at no additional cost. Should exceptional circumstances be present that may justify an additional charge, Contractor may submit said justification and proposed cost and negotiate an agreement acceptable to both Contractor and COUNTY, but Contractor may not withhold any requested tooling, document or support as 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 has 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 in accordance with the Pima County Procurement Code, Section 11.20.010.

33. TERMINATION:

COUNTY reserves the right to terminate any MA, PO, DO, DOM 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 COUNTY and Contractor must promptly deliver them to COUNTY. Contractor is entitled to receive just and equitable compensation for work in progress, work completed and materials accepted 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: MA, DO or DOM, PO, Offer Agreement or contract attached to a MA, PO, DO or DOM; 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 parties may execute the MA or PO that COUNTY awards pursuant to this solicitation in any number of counterparts, and each counterpart is considered an original, and together such counterparts constitute one and the same instrument. For the purposes of the MA and PO, the signed proposal of Contractor and the signed acceptance of COUNTY are each an original and together constitute a binding MA, if all other requirements for execution are present.

38. AUTHORITY TO CONTRACT:

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

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 MA, PO, DO or DOM to be performed on the part of the other, or to take any action permitted as a result thereof, is not a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future.

The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.

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 that it directly employs. Nothing in this contract creates any obligation on the part of COUNTY to pay or see to the payment of any money due any subcontractor, except as may be required by law.

41. SEVERABILITY:

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

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

END OF PIMA COUNTY STANDARD TERMS AND CONDITIONS

Exhibit A: Scope of Services

1. CONTRACTOR will provide for the COUNTY with all labor, materials and equipment necessary to provide routinely scheduled and as-needed Landscape and Vegetation Management Services.
- 1.1 All work will be done per specifications described herein, the Manual on Uniform Traffic Control Devices, Millennium Edition; and the Pima County Living Wage Ordinance which are hereby incorporated by reference, all made a part thereof. In the event any provision of the Contract is inconsistent with those of any other document, the Contract provisions will prevail.
2. **GENERAL DESCRIPTION OF SERVICES:**
 - 2.1 Landscape and Vegetation Management services will be performed within Pima County, including Ajo, Az and at various locations.
 - 2.2 Locations and worksites will be primarily those under the administration of the Pima County Transportation department (DOT) and Regional Flood Control District (RFCD).
 - 2.3 The vegetation management services required by the County consist of:
 - General Grounds Maintenance:**
 - planting, mowing, tree trimming, rock/gravel laying
 - tree removal, brush removal, litter pickup
 - Irrigation System Maintenance:**
 - irrigation systems inspections and repair,
 - Structural Pest Control:**
 - Weed, insect and chemical spraying
 - 2.4 Pima County Department of Transportation (DOT) requires the performance of routine work consisting of:
 - 2.4.1 **Vegetation Crew:**

Right of Way maintenance consisting of 25-30 laborers, crew leaders and the remainder laborers, a 6 man Median – Parkway consisting of a six (6) man crew with a crew leader, 2 certified spray techs, and a certified Irrigation tech. on an annual bases for 40 hours per week on a Monday through Thursday schedule. The labor crew will need an assortment of hand tools consisting of loppers, pitch forks, rakes, chainsaws, pole saw and leaf blower to perform their assigned daily duties.
 - 2.4.2 **Mowing Crew**

RFCD will require a two person crew (consisting of a mower operator and one labor) for six (6) month time period during the course of the year.
 - 2.5 Pima County Regional Flood Control District (RFCD)
 - 2.5.1 **Vegetation Crew**

RFCD will require a four person crew (consisting of one crew leader and three labors) on an annual bases for 40 hours per week on a Monday through Thursday schedule. The labor crew will need an assortment of tools consisting of a wood chipper, chainsaws, pole saw, leaf blower, loppers, pitch forks, and rakes, to perform their assigned daily duties. Their primary location of work will be in basins, drainages, and levees under RFCD maintenance responsibly with Pima County.
 - 2.5.2 **Mowing Crew**

RFCD will require a two person crew (consisting of a mower operator and one labor) for six (6) month time period during the course of the year. During the six month this crew will work 40 hours per week on a Monday through Thursday schedule. The projected time frame for mowing will be September through December (post summer monsoon) and April through May (Post winter rains). Their primary location of work will be in basins, drainages, and levees under RFCD maintenance responsibility with Pima County.

*** During the remainder of the year (6 months) both of these workers will be utilized on the vegetation crew, at that point RFCD would require a six (6) person vegetation crew.

2.5.3 Pesticide Applicator with vehicle

RFCD will require a pesticide applicator on an annual bases for 40 hours per week on a Monday through Thursday schedule. The primary location of work will be in basins, drainages, and levees under RFCD maintenance responsibly with Pima County.

- 2.6 The Contractor will provide a yard for parking, maintenance, and storage of all vehicles, equipment, tools and supplies.

3. STAFF**3.1 Contractor Staff:**

- 3.1.1 **Effective Communications:** Contractor will utilize only individuals that speak and are conversant in English, as communication is an essential part of the contract.

- 3.1.2 **Superintendent:** Contractor will designate at least one individual to act in a management/supervisory capacity, herein referred to as the Superintendent. The Superintendent will be responsible for, and have the authority to act in overseeing and supervising contractor employees and workers, be available at the request of the County to inspect and discuss work, to resolve performance issues, and to provide technical advice, consultation, or input as requested by the County. The Superintendent will be available at all times via telephone and will be able to respond within 24-hours to requests for meeting or consultations, and within two (2) hour to emergencies as determined by the County.

- 3.1.3 **Apparel:** While working at County buildings and sites, or otherwise engaged in performing work for the County, Contractor employees and personnel will wear uniforms/apparel clearly showing the Contractor's company name. Employees of the Contractor will be fully trained and qualified to perform work. Contractor employees will conduct themselves in a professional manner and maintain constructive communication with County representatives, and the public at all times.

3.2 County Staff and Contract Administration:

- 3.2.1 The Pima County Transportation (DOT) and Regional Flood Control District (RFCD) departments require routine services on a regular basis. However, other County departments may request services at any time during the term of the contract.

- 3.2.2 The DOT and RFCD will designate one or more representatives to assist with and oversee Contractor work. The designated county representative(s), herein referred to as County Inspector, will be responsible for, but is not limited to, the following tasks:

- Issue any Notice to Proceed, coordinate and schedule work with the Contractor and meet the Contractor at work sites and buildings as necessary to facilitate and monitor the Contractor's work.
- Monitor Contractor performance, review, accept, or decline to accept the work performed by the Contractor, and to ensure overall contract compliance.
- Provide or coordinate the Contractor's access to work sites to facilitate the work, and resolve any unanticipated access issues.
- Assign as necessary access keys for access to the worksite irrigation systems, clocks, cages, control boxes, etc.
- Consult with the Contractor in advance and during the course of work to ensure the work progresses and is completed to the full satisfaction of the County.
- Conduct unannounced periodic inspections of the Contractor's work at any time.
- Direct the Contractor to correct any deficient processes, products, applications, or other Contractor actions, and request warranty work.

4. WORK SCHEDULE:

- 4.1 The work under this contract will be performed Monday – Thursday, between the hours of 6:00am and 4:30pm. All work will be scheduled such that A.M. and P.M. peak traffic flow is not adversely affected or interrupted. A.M. and P.M. peak traffic hours are defined as: 7:00am – 9:00am and 4:00pm – 6:00pm.

- 4.2 All work scheduled and performed will be accomplished so that there will only be a minimum traffic interruption. Road closures will not be permitted and it is not foreseen that road closures are anticipated within

the scope of this contract. Lane closures for major vegetation maintenance on arterial roads will require the Contractor to submit traffic control plans to the County for review and approval a minimum of one (1) calendar week prior to any work commencing.

- 4.3 Any and all deviations from these working days/hours will require prior notification to the County and will be subject to the review and prior approval by the County.
- 4.4 The Contractor will ensure that all of his/her employees assigned to perform services under this contract will be used exclusively for that purpose during the hours, which they are assigned to perform work under this contract. Work on private property will not be permitted while the Contractor is engaged in performing work under this contract during the hours the Contractor is performing work for Pima County.
- 4.5 There are no provisions for portal-to-portal payment within the Pima County areas of Green Valley, Oro Valley, Sahuarita, Marana, Vail and Three Points. **Portal-to-Portal payment is authorized for work performed at a worksite located in Ajo, AZ..** Travel to and from the work site by all Contractor employees, including superintendents, crew leaders, Arborists, tree workers, spray technicians, irrigation technicians, laborers etc. working on this contract for Pima County is considered incidental and it is not a pay item. **Reasonable travel time to and from the Ajo work site will be allowed.**

5. **LEVEL OF SERVICE:**

- 5.1 All worksite areas (medians, shoulders, basins, drainways) serviced and maintained to meet the following standards:
 - weed and/or vegetation free by use of approved chemical, manual or mechanical means; weeds are defined as any unintended or objectionable growth which may include but not necessarily be limited to Desert Broom.
 - irrigation systems inspected and monitored to ensure working properly
 - dead growth removed and properly disposed,
 - litter removed and properly disposed
 - adequate sight distance visibility at all intersections as defined or as directed by Pima County,
 - curbs will be un-obstructed and free of weeds, trash or debris,
 - areas covered by decomposed granite will be kept weed free and will be maintained with a minimum cover of decomposed granite such that no bare earth is present.
- 5.2 Tree trimming will be done at the direction and supervision of a certified International Society of Arboriculture (I.S.A.) Arborist or tree worker and will be consistent and in conformance with all current applicable guidelines of I.S.A.
- 5.3 Medians and/or shoulders containing natural vegetation (non-planted vegetation) will be maintained in their natural state/condition and trees will only be trimmed as necessary or as directed by the County to provide adequate intersection sight distance and to ensure an unobstructed path for vehicle, bicycles and pedestrians as necessary or as directed by the County.
- 5.4 Drainage ways, basins, and levees containing natural vegetation (non-planted vegetation) will be maintained in their natural state/condition and trees will only be trimmed as necessary or as directed by the County to provide conveyance of rain run off during storm events.
- 5.5 Only the removal or trimming of brush, tree branches etc. that may overhang or protrude into the traveled roadway will be permitted and will only be to the extent and when directed by the County.
- 5.6 Traffic Control will be provided. There are no payment provisions in this contract for traffic control. Traffic Control for routine activities is considered incidental to the work. The Contractor will provide any and all traffic control devices needed and all devices will be in conformance with Part VI of the Millennium Edition of the Manual on Traffic Control Devices.

6. TECHNICAL SPECIFICATIONS for PAY ITEMS:**6.1 Superintendent with pickup truck and Cell Phone (Pay Item 1)**

The Contractor will provide a Superintendent with a pickup truck and cell phone to manage and supervise the work of this contract. The Superintendent will serve as the main point of contact with the County. The Superintendent will be responsible for coordinating with the assigned County Inspector work schedules, Irrigation Inspection Schedules, Annual Spraying Plan, submitting logs, MSDA sheets, cost estimates for pest control of insects, mosquitos, scheduling a certified Arborist, etc.

Cell phone will not charge airtime to the incoming caller. Cost of Pickup truck and cell phone will be included in the unit price. Payment will be measured in hours worked by the Superintendent. Superintendent must be conversant in English.

The County must approve any change in personnel assigned to perform the duties of a Superintendent. The Superintendent will be responsible for providing the County daily, weekly or as needed schedules for performing all vegetation management work listed in this contract. The Superintendent will also be responsible for overseeing all activities of crew leaders, vegetation labor, arborist etc. The Contractor may assign two or a back-up Superintendent to perform during the absence of one.

Superintendent	
First, Last Name	Ivan Cruz
Cell Phone	520-664-7800
Office Phone Number	520-696-3223
Work/Office Address	4742 N. Romero Rd. Tucson, Arizona 85705

Superintendent	
First, Last Name	Norman Farmer
Cell Phone	520-245-9135
Office Phone Number	520-696-3223
Work/Office Address	4742 N. Romero Rd. Tucson, Arizona 85705

Each County department using this contract will have an assigned Inspector, responsible for approving schedules, designating work sites, performing inspections, issuing Notices to Proceeds, communicating performance evaluations, reviewing and approving invoices etc.

6.2 Crew Leader with Pickup Truck and Cell Phone (Pay Item 2)

Crew Leaders with Pickup Truck and Cell Phone will be provided as required by the County Inspector. Crew Leader is typically responsible for three (3) laborers and ensuring each is properly equipped with the necessary working tools.

Cell phone will not charge airtime to the incoming caller. Cost of Pickup truck and cell phone will be included in cost of the unit price. Payment will be measured in hours worked by the Crew Leader. All Crew Leaders will be conversant in English.

6.3 Crew Leader with 4x4 ¾ ton truck, truck mounted winch and cell phone (Pay Item 3)

Crew Leaders with Pickup Truck and Cell Phone will be provided as required by the County Inspector. Crew Leader is typically responsible for three (3) laborers and ensuring each is properly equipped with the necessary working tools.

Cell phone will not charge airtime to the incoming caller. Cost of Pickup truck and cell phone will be included in cost of the unit price. Payment will be measured in hours worked by the Crew Leader. All Crew Leaders will be conversant in English.

6.4 Vegetation Management Laborer, Crew and Tools/Equipment (Pay Item 4)

Laborers will perform general landscaping tasks:

- Pick Up Trash, which includes but is not limited to, removal of trash such as paper, plastic, cans, bottles and dried or dead plants or parts of plants (leaves, fronds, branches, etc.) accumulated in assigned areas as a result of littering, wind or rain storms.
- Use Appropriate Equipment/Tools to blow or rake debris, leaves, grass clippings, or any other matter.
- General weed removal by hand or use of a weed-eater
- Remove debris from site.

Laborers will perform work in a Crew. A Crew 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.

Labor crews will have with them hand tools such as loppers, pitchforks, rakes and any other tools as needed to perform the assigned or scheduled work. Crews will 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 will keep all tools clean, operative, sharp and in good working conditions at all times. The Contractor will sterilize tools periodically. If disease or infection is suspected or known by the County or the Contractor of a certain plant the Contractor will sterilize all tools needed to perform the trimming or cutting between each cut. All hand shears and loppers will be of the type that has two (2) cutting edges. Anvil type pruners are not acceptable.

The Contractor will provide the Crew any and all traffic control devices as required by the County and as required in Part VI of the 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.

Blowing or raking of debris, leaves, grass clippings, or any other matter into the street or right-of-way is not permitted. Accumulated debris will be removed from site and properly disposed on a daily basis. Any accumulated debris that the County considers to be potentially hazardous to motorists, bicyclists or pedestrians will be removed immediately.

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

6.5 Certified Applicator with Vehicle (Pay Item 5).

The Contractor will provide an Arizona Certified Applicator to perform any and all duties associated with the spraying of herbicides, pre emergent, post emergent as noted within the Special Conditions section. At the time the Contractor is issued a "Notice To Proceed" the Contractor will provide the County with the name(s) of the Applicator(s) and copies of the Applicator's certification(s). Travel to and from the work site is considered incidental and is not a pay item.

State of Arizona License: The Contractor performing pest control services shall be licensed by the **Arizona Department of Agriculture, Pest Management Division** to perform pest control services. All personnel applying pesticides and herbicides under this contract shall be in compliance with all rules and regulations of the **Occupational Safety and Health Administration and the Environmental Protection Agency** and shall be in possession of all required certifications applicable to the work being performed.

State of Arizona Pest Control Records: Accurate reporting and records of daily activities shall be maintained and records maintained and stored in compliance with the State of Arizona Public Infinity Retention Schedule, per Arizona State Library, Archives and Public Records ARS 41-151, item 10343, Pest Control Records- all other pests (A.A.C. R4-29-307), three (3) years from date of pest control application.

6.6 Mowing Equipment Operator with mower, equipment and supplies (Pay Item 6)

The Contractor will provide an operator to mow on an as-needed basis and scheduled basis. The Contractor will provide operators with mowers in sufficient number, size and working condition capable of performing the required work in an efficient manner. All equipment utilized will be maintained in good mechanical working condition to prevent and minimize breakdown

Operator will be paid per acre mowed. This item of work will be measured and paid for in acres or portions of acres. An acre is defined as 43,560 square feet. Travel cost of mow equipment operator will be included in the acre rate. Travel and transportation to and from the work site is considered incidental and is not a pay item, unless mowing services are required in Ajo, Az a portal-to-portal fee will be paid.

Areas assigned for mowing, include, but are not limited to; road shoulders, basins and drainage way areas will be mowed to a height of not less than two (2) inches and no more than four (4) inches.

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

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

Any debris, dirt, rocks, gravel or trimmings ejected onto or into the traveled roadway or sidewalk areas due to mowing will be removed the end of each workday. Any debris, dirt, rocks, gravel or trimmings considered potentially hazardous to motorists, pedestrians or bicyclists will 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 will 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.

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

Regional Flood Control District: The RFCD Inspector will direct the Superintendent of areas that require mowing based on RFCDs inspections of infrastructure and vegetation maintenance needs. Currently, monthly schedules are given to the "Superintendent" for continuous service requirements.

6.7 Irrigation Maintenance Technician with Vehicle (Pay Item 7)

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

6.8 Irrigation Maintenance Technician without Vehicle (Pay Item 8)

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

6.9 Palm Tree Maintenance (Pay Item 9)

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

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

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

Palm tree pruning and trimming will be done twice a year as recommended by the Contractors certified Arborist's with the prior approval of the County.

6.10 Certified Arborist (Pay Item 10)

The Contractor will 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.

An Arborist engaged in these activities will have full qualifications and experience to perform said services in a professional, safe, and competent manner. The County Inspector will inspect and approve activities associated with services required by an Arborist. At the time the contractor is issued a "Notice To Proceed" the Contractor will provide the County the names of the Arborist and copies of the arborist I.S.A. certification. The certified Arborist will 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.

6.11 Storm and Accident Damage (Pay Item 11)

Work under this pay item will include providing all labor, materials, equipment, supplies, travel, etc. necessary to remove damaged vegetation, trees, or shrubs as coordinated and approved by the Department of Transportation or Regional Flood Control District. This work will be requested on an as-needed basis.

6.12 Trailer Mounted Chipper (Pay Item 12)

Contractor must have available at least two (2) Trailer Mounted Chipper capable of processing at a minimum, 4" diameter tree limbs.

Superintendent will be responsible for determining if and what type of Trailer Mounted Chipper is needed for a particular worksite.

6.13 12 Cubic Yard Capacity Dump Truck for containing mowing debris (Pay Item 13)

Contractor will provide 12 cubic yard capacity Dump truck with driver as needed.

The dump truck driver will work as Laborer when dump truck is not in use. Cost of driver/laborer will be included in unit bid of this pay item.

6.14 12 Cubic Yard Capacity Dump Truck for containing vegetation debris (Pay Item 14)

Contractor will provide 12 cubic yard capacity Dump truck with driver as needed.

The dump truck driver will work as Laborer when dump truck is not in use. Cost of driver/laborer will be included in unit bid of this pay item.

6.15 ¾ Ton Pickup with 7 Yard Trailer (Pay Item 15)

Contractor will provide ¾ ton pick-up truck with driver as needed.

The truck driver will work as a Laborer when truck is not in use. Cost of driver/laborer will be included in unit bid of this pay item.

6.16 Miscellaneous Equipment (Pay Item 16)

Contractor will provide various types of equipment as requested on an as needed basis. Equipment may include, but not be limited to bush chipper, stump grinder. Equipment will be quoted and pricing mutually to by both parties.

7. SPECIAL CONDITIONS**7.1 Irrigation and Watering**

The Contractor is responsible to inspect and ensure that all plant materials owned by the County, within assigned areas, receive the proper amount of water to maintain health and vigor. This applies regardless of the method of payment applicable for 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 will 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 will be the responsibility of the Contractor to make any and all necessary adjustments.

The County also requires that the Contractor inspect all irrigation systems. **Irrigation Inspection Schedule** is:

- 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 will remain in effect until and if modified by the County. The Contractor will develop a schedule of inspections and provide a copy of the log of inspections to the County. In the event of any malfunctions, damage or inoperable systems the Contractor will notify the County within 48 hours.

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:
 - 2.a 1st Quarter (Jan – March) – Once Every Week
 - 2.b 2nd Quarter (April – June) – Every Third Day
 - 2.c 3rd Quarter (July – Sept.) – Every Other Day
 - 2.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.

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

7.2 Trimming-Pruning Guidelines

All shrubs, hedges and shaped trees will be trimmed in such a manner that they present a pleasing appearance.

- All trees scheduled will be pruned once a year,
- Scheduled shrubs and hedges monthly during the growing season.
- Dead plant parts will be trimmed weekly as part of the area-cleaning requirement.
- Shaped trees will be trimmed bimonthly.
- Suckers will be removed immediately.

All trimming will be done in a manner the minimizes "gouging" or "nicking" and will be directed or supervised by an I.S.A. certified Arborist having a working knowledge of applicable industry standards.

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

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

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

7.3 Weed Control

Weeds will be controlled in such a manner and at such intervals that all areas treated will be weed free upon inspection by the County. Routine weed control will consist of area spraying, spot spraying by the Certified Applicator and hand weeding by Vegetation Management Labor in sufficient quantity to achieve the required results.

The spraying will be done by an Arizona State Certified Applicator Technician. In the event that a driver is used in addition to the spray technician the driver will be paid at the rate of a Laborer per the bid schedule. The Applicator technician will be paid per the bid schedule.

Pre-emergence herbicide spraying does not include payment for routine weed control. Routine weed control for turf areas will be considered a part of mowing for each assigned area and will be reviewed weekly upon completion of the first cleaning of each area reported by the Contractor. Non-turf areas will be weed free upon inspection.

The Contractor will submit an **Annual Spraying Plan Each February** to the Department of Transportation Inspector 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 will 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 will furnish all labor, materials including but not limited to herbicides, pre-emergent and equipment including but not limited to for routine weed control and spraying.

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

7.4 Damage Due to Spraying

The Contractor will be responsible for the results of application of all herbicides and chemicals. The Contractor will replace any plants killed or severely damaged 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 will be treated with activated charcoal and other soil amendments that may be required to enhance the potential survival and growth of the existing or replacement plants. The treatment and materials must be approved by the County and will be furnished at no cost to the County.

7.5 Pest Control

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

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

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

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

7.6 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 will remove the plant, shrub or tree. The County will 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, will be supplied by the Contractor at no cost to the County. The replacement plant, shrub, or tree will be replaced in kind or with the nearest size nursery stock available, unless prior arrangements and approvals are obtained through the County.

For the purpose of this specification a dead plant will 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 will not be considered dead.

7.7 Equipment

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

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

7.8 Herbicides

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

7.9 Dump Sites

The contractor will haul all accumulated debris to a legal dumping site. Work under this item will include providing all labor, materials, equipment, supplies, travel, etc. necessary to dispose of vegetative and inert material at a licensed land fill. This item will be paid at the invoice cost from a certified scale and licensed commercial landfill. **Pima County will pay actual invoice from legal dumping site when submitted with Contractor's invoice to County.**

7.10 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 previous approved by Pima County. Any deviations from the working hours must have the County's prior approval.

7.11 Crew Size

Crew size will typically be limited to a maximum of four (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.

7.12 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 will 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 will be corrected or repaired within 24 hours. Damaged or displaced plant materials not affecting public safety will be corrected or repaired within 72 hours.

When notified of landscape damage or displacement because of traffic accidents, the Contractor will correct or repair the area in distress within 48 hours unless directed otherwise by the County. The Contractor will 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 will respond immediately to secure and protect the site with traffic control devices or by whatever means is deemed appropriate and as defined in the Millennium Edition of the Manual on Uniform Traffic Control Devices.

7.13 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 will notify the County immediately and the Contractor will be responsible for costs incurred in acquiring new locks or the rekeying of existing locks. The Contractor will be prohibited from duplicating any or all keys that are provided by the County.

8. INSPECTION:

County 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 will 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 will have the authority to suspend the work until the question and issue can be referred to and decided by the County. Inspectors will in no case act as foreman or perform other duties for the Contractor.

9. SUPERVISION BY CONTRACTOR:

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

10. PROTECTION OF FINISHED OR PARTIALLY FINISHED WORK:

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

11. CLEANUP:

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

12. DUST PREVENTION:

The Contractor will 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.

13. GUARANTEES AND WARRANTIES:

Contractor guarantees that all services provided pursuant to this agreement comply with all applicable Federal, State, and County laws and regulations.

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

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

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

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.

End of Exhibit A

Exhibit B: Unit Prices

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 \$
Staff and Labor					
1	Superintendent w/ Pickup truck and cell phone	2,000	Hour	\$32.62	\$65,240.00
2	Crew Leader with standard Pickup Truck and cell phone	15,000	Hour	\$22.67	\$340,050.00
3	Crew Leader with 4x4 ¾ ton truck, truck mounted winch and cell phone	2,000	Hour	\$22.67	\$45,340.00
4	Vegetation Management Labor	45,000	Hour	\$22.67	\$1,020,150.00
5	Certified Applicator with vehicle spray application of chemicals for the control of plants, weeds, insects including mosquitos Does not include cost of chemical herbicide/pesticide	4,000	Hour	\$27.27	\$109,080.00
6	Mowing Equipment Operator with mower, equipment and supplies	1,000	Acre	\$22.67	\$22,670.00
7	Irrigation Maintenance Technician with Vehicle	400	Hour	\$28.99	\$11,596.00
8	Irrigation Maintenance Technician without Vehicle	120	Hour	\$25.95	\$3,114.00
9	Palm Tree Maintenance Technician with tools and equipment.	100	Hour	\$22.67	\$2,267.00
10	Arborist (I.S.A Certified)	120	Hour	\$15.06	\$1,807.20
11	Storm and Accident Labor	300	Hour	\$22.67	\$6,801.00
Equipment					
12	Trailer Mounted Chipper with minimum capacity of 4" inch tree limbs	1200	Hour	\$25.04	\$30,048.00
13	Driver with Dump Truck (12 cubic yard) for collection of Mowing debris	12,000	Hour	\$22.67	\$272,040.00
14	Driver with Dump Truck (12 cubic yard) for Vegetation debris	3,000	Hour	\$22.67	\$68,010.00
15	¾ Ton Pickup with 7 Yard Trailer	100	Hour	\$12.46	\$1,246.00
16	Miscellaneous Equipment as needed at prices mutually agreed upon by both parties	1	Lot	N/A	\$2,000.00
Miscellaneous					
17	Landfill dump fee to be paid at actual cost as provided on Landfill receipt and attached to monthly invoice	1	Lot	N/A	\$70,000.00
18	Spray Chemicals (herbicides, pesticides)	1	Lot	N/A	\$70,000.00
19	Portal-to-Portal, Ajo, AZ Round Trip	5	Trip	\$160.00	\$800.00
FOB Destination/Unloaded; include cost of freight in unit price.				TOTAL BID	\$2,142,259.20
Although County will pay taxes IF applicable, do NOT include sales tax in unit price.					