

**REGULAR MEETING OF THE COMMON COUNCIL
OF THE CITY OF EL MIRAGE
EL MIRAGE CITY COUNCIL CHAMBERS
14010 N. EL MIRAGE ROAD
6:00 PM – TUESDAY, November 3, 2015**

Members of the El Mirage City Council will attend either in person or by telephone conference call. Please silence all electronic communication devices (including cell phones and pagers) before the meeting is called to order. Thank you.

Note: The Common Council of the City of El Mirage, by a duly passed motion, may vote in public session to adjourn to executive session on any agenda item in conformation with A.R.S. Section 38.431.03 including legal advice from the City Attorney.

Agenda

I. ROLL CALL

Mayor Lana Mook
Councilmember Roy Delgado
Councilmember Jack Palladino
Councilmember David Shapera

Vice Mayor Joe Ramirez
Councilmember Bob Jones
Councilmember Lynn Selby

II. CALL TO ORDER

Pledge of Allegiance
Moment of Silence
Silence Cell Phones & Pagers

III. CALL TO THE PUBLIC

Citizens desiring to speak on a matter that IS NOT on this agenda may do so at this time. Comments shall be limited to three (3) minutes per person and shall be addressed to the City Council as a whole. At the conclusion of the Call to the Public, individual City Council Members may (1) respond to criticism made by those who have spoken (2) direct staff to review or respond to the matter, and/or (3) direct that the matter be put on a future agenda.

IV. CONSENT AGENDA

All items listed under the Consent Agenda will be voted on with one motion. If discussion is desired regarding any Consent Agenda Item, that item will be removed from the Consent Agenda and voted on separately.

1. Consideration and action to approve minutes of the Regular Council Meeting held Tuesday, October 20, 2015. (City Clerk)

- 2. Consideration and action to approve the destruction of municipal documents that have reached the end of their retention period as authorized under A.R.S.41-151.19. (Finance)

V. REGULAR AGENDA

- A. Consideration and action to authorize the City Manager to enter into a contract with CareScape, Inc. for landscape maintenance services in City Parks, Facilities, and Right of Ways in the amount not to exceed \$267,594. (Public Works)

VI. CITY MANAGER SUMMARY OF CURRENT EVENTS

The City Council may not act upon any matter in the City Manager’s summary but may have general comment or questions. Items to be discussed will include, but not be limited to, the following:

- 1. Fall Festival Event
- 2. New Employees

VII. MAYOR’S COMMENTS and COUNCIL SUMMARY OF CURRENT EVENTS

The Mayor and City Council may not discuss or act upon any matter in the summary unless the specific matter is properly noticed for legal action.

VIII. ADJOURNMENT

Accommodations for Individuals with Disabilities - Alternative format materials, sign language interpretation, assistive listening devices or interpretation in languages other than English are available upon 72 hours advance notice through the Office of the City Clerk, 12145 NW Grand Avenue, El Mirage, Arizona, (623) 876-2943, TDD (623)933-3258, or FAX (623) 876-4603. To the extent possible, additional reasonable accommodations will be made available within the time constraints of the request.

AFFIDAVIT OF POSTING – CITY COUNCIL MEETING OF NOVEMBER 3, 2015

I hereby certify that this agenda was posted by 5:00 p.m. on October 30, 2015 at the following locations: 1) City of El Mirage Exterior Bulletin Board, 12145 N.W. Grand Avenue and 2) the City of El Mirage website at www.cityofelmirage.org.


 Sharon Antes, City Clerk

**REGULAR MEETING OF THE COMMON COUNCIL
OF THE CITY OF EL MIRAGE
EL MIRAGE CITY COUNCIL CHAMBERS
14010 N. EL MIRAGE ROAD
6:00 PM – TUESDAY, October 20, 2015**

Minutes

I. ROLL CALL

PRESENT: Mayor Lana Mook, Vice Mayor Joe Ramirez, Councilmember Roy Delgado, Councilmember Bob Jones, Councilmember Jack Palladino, Councilmember Lynn Selby, Councilmember David Shapera

II. CALL TO ORDER

Meeting was Called to Order at 6:00 p.m.
Pledge of Allegiance
Moment of Silence
Silence Cell Phones & Pagers

III. PROCLAMATION

PR1. Proclamation to support American Diabetes Month – November, 2015.
(Administration)

Intergovernmental and PR Manager Amber Wakeman presented this proclamation and advised Council that nearly 30 million children and adults in the United States have diabetes, including 692,311 people in Arizona, and another 86 million are at high risk for developing Type 2 diabetes. The American Diabetes Association has invited the City of El Mirage to support American Diabetes Month as November 2015, and promote a more active and healthier lifestyle. Edyth Haro, Senior Manager for Mission Delivery at the American Diabetes Association, and Volunteer Ruth Stewart, were present to receive a copy of the proclamation.

Mayor Mook proclaimed November 1 through 30, 2015 as American Diabetes Month in El Mirage.

IV. CALL TO THE PUBLIC

Citizens desiring to speak on a matter that IS NOT on this agenda may do so at this time. Comments shall be limited to three (3) minutes per person and shall be addressed to the City Council as a whole. At the conclusion of the Call to the Public, individual City Council Members may (1) respond to criticism made by those who have spoken (2) direct staff to review or respond to the matter, and/or (3) direct that the matter be put on a future agenda.

Resident Dan Dotson stated he is a new resident living at the northeast corner of El Mirage Road and Peoria Avenue and expressed his displeasure and concern about what he deems excessive noise and light coming from an adjacent business on Peoria Avenue during the very early morning hours. He is currently working with Sgt. Robert Peoples at the Police Department and has met with Jose Macias in the Planning Department; they are working to find a solution. He also stated he is representing other residents in this area of the Pueblo Resort and asked the Council to consider a possible ordinance change to resolve this issue.

V. CONSENT AGENDA

All items listed under the Consent Agenda will be voted on with one motion. If discussion is desired regarding any Consent Agenda Item, that item will be removed from the Consent Agenda and voted on separately.

1. Consideration and action to approve minutes of the Regular Council Meeting held Tuesday, October 6, 2015. (City Clerk)
2. Consideration and action to approve Ordinance 015-10-10 setting forth and fixing the dates, times and location of the 2016 City Council meetings. (City Clerk)

Vice Mayor Ramirez moved to approve all Consent Agenda Items as presented; seconded by Councilor Delgado. Motion carried unanimously (7/0).

VI. REGULAR AGENDA

- A. Consideration and action to authorize the City Manager to approve a contract modification to the construction services contract with Sunland Asphalt to reconstruct Varney Road, from 127th Avenue to El Mirage Road, in the amount not to exceed \$223,639.13. (Public Works)

Public Works Director Larry Dobrosky introduced Management Administrator Nick Russo to give the presentation.

Mr. Russo gave a PowerPoint presentation and reviewed the Council approved pavement improvement program that was implemented in March 2012. He listed the four main goals of the program as 1) extending the life of City streets to preserve the pavement and prevent future deterioration, 2) enhancing the safety, quality and appearance of the streets, 3) ensuring a cost efficient method of preservation by "paying now" rather than "paying later," and 4) achieving one of the Council's priorities. He presented a slide showing how the City is divided into 24 maintenance districts plus major streets to help develop a balanced budget from year to year. The product used for street preservation is HA5 and the City of El Mirage is the first Arizona city to use this product. El Mirage recently presented at a Utah Conference about this product and its efficiency; a case study analysis projects a 30-year savings of \$100-\$130M.

Council approval of the proposed change order for Sunland Asphalt to reconstruct Varney Road from 127th Avenue to El Mirage Road has a projected savings of 10%.

Mayor Mook asked if any repaired streets have needed additional repairs and Mr. Dobrosky reported no; all repaired streets have a 5-year warranty with an expected life span of six to eight years. At the six-year mark, repaired roads will be re-evaluated with major streets being considered first.

Councilor Delgado asked if this project meets bidding requirements and Mr. Dobrosky affirmed that all requirements were properly met for this project.

Vice Mayor Ramirez said Varney Road definitely needs work and he has worked with Engineering regarding fixing small related items. Mr. Dobrosky stated the contingency will take care of the small items after construction is completed.

Councilor Jones stated it is a good opportunity to save money.

Councilor Selby asked if Varney Road will always be two lanes or are there plans to expand; City Engineer Jorge Gastelum reported Varney Road is planned to remain two lanes with bike lanes on both sides.

Vice Mayor Ramirez moved to authorize the City Manager to approve a contract modification to the construction services contract with Sunland Asphalt to reconstruct Varney Road, from 127th Avenue to El Mirage Road, in the amount not to exceed \$223,639.13; seconded by Councilor Delgado. Motion carried unanimously (7/0).

- B.** Public hearing, closure of public hearing, followed by consideration and action to approve Resolution R15-10-20 amending the City's fee schedule and adopting fees as required through the IGA with the Office of Manufactured Housing. (Fire)

Building Official Mary Dickson reported the City has had an Intergovernmental Agreement (IGA) with the Office of Manufactured Housing (OMH) for a number of years and one of the stipulations is that the City is required to charge fees consistent with OMH fees. Since the OMH fee schedule does not coincide with the City's fee schedule adoption, the recommendation is to change the City's fee schedule to indicate "fees consistent with the OMH Fee Schedule" to keep the City in compliance at all times.

Mayor Mook asked how much these fees have increased and was advised by Ms. Dickson that this year there is one fee that affects the City which increased by \$50.

Mayor Mook opened the Public Hearing and asked for public comments; none were received. Mayor Mook closed the Public Hearing.

Vice Mayor Ramirez moved to approve Resolution R14-10-20 amending the City's fee schedule and adopting fees as required through the IGA with the Office of Manufactured Housing; seconded by Councilor Delgado. Motion carried unanimously (7/0).

- C. Consideration and action to reject the bids received for the Landscape Maintenance and Litter Removal, Project No. PW15-LM05 - PW15-LM08 and authorize the City Manager to negotiate an agreement. (Finance)

Councilor Shapera made a motion to split the action into two considerations; one regarding the rejection of the bid and the second giving City Manager authority to negotiate one or more contracts and waive the bid process; seconded by Councilor Selby. (5/2) (Nays: Vice Mayor Ramirez and Councilor Palladino)

Mayor Mook asked his reason for wanting to split the consideration and Councilor Shapera stated he has questions regarding negotiations for contracts in the future.

Finance Director Robert Nilles presented the history. The first issuance was for a Request for Proposal (RFP) but the costs received were too high so the City decided to open the issuance as Invitation for Bids (IFB). There were problems with all the bids received which is the reason staff is requesting Council to reject all the bids. And since the bidding process was open, all bids were public and there is the possibility that bids could be higher in the future. Staff is requesting Council authorize waiving the bid process and negotiate the final contract. Mr. Nilles pointed out that the negotiated contract would be brought back to Council since it will be over the \$30K threshold.

Mayor Mook reported it is her understanding that separate bids were requested because of different kinds of landscaping. Mr. Nilles answered that there was an effort to determine if offering the project in this format would have a financial benefit and reported that the end result was not satisfactory. Of the four bids received, there were various issues with each. Dr. Isom clarified that the low bidder was \$34K under budget, one bidder neglected to fill out one form and the next lowest bidder is the current contract company; going out to bid again with known bids could be problematic.

Councilor Shapera asked what "enhanced services" referred to and Mr. Dobrosky explained that in splitting up the service areas, staff thought it might provide better service by making the bids more manageable so multiple contractors could pay more attention to detail. Councilor Shapera stated that answered his concerns.

Councilor Jones stated re-bidding could create real trouble and Mr. Dobrosky affirmed Council Jones' concerns. Councilor Jones asked if there were any legal issues regarding not re-bidding and City Attorney Robert Hall read the code sections regarding waiving the bid process if it is in the best interest of the City. He stated the Code gives Council authority to do what is being considered with this action and agreed that re-bidding could run the risk of higher costs. A negotiated contract would need to be brought back to Council for approval.

Councilor Selby asked the budget amount for this project and was advised by Mr. Dobrosky the budget is \$280K.

Vice Mayor Ramirez asked for clarification on his understanding that there were four bids total with one not in compliance and three too high in cost; Mr. Nilles confirmed his understanding was correct.

Mayor Mook reported the whole idea for separating the bids was to get more service for varying types of vegetation; Mr. Dobrosky stated the objective was to get the best service at the best price.

Councilor Delgado asked when the contract would come back to Council and Dr. Isom stated as soon as possible, hopefully by the next Council Meeting.

Motion 1: Councilor Shapera moved to approve rejecting the bids for Regular Agenda Item C; seconded by Councilor Delgado. Motion carried unanimously (7/0).

Motion 2: Councilor Shapera made a motion authorizing the City Manager to negotiate one or more Landscape Maintenance and Litter Removal contracts and to waive the bid process; seconded by Councilor Delgado. Motion carried unanimously (7/0).

VII. CITY MANAGER SUMMARY OF CURRENT EVENTS

The City Council may not act upon any matter in the City Manager's summary but may have general comment or questions. Items to be discussed will include, but not be limited to, the following:

1. Halloween Harvest Event

PR Manager Amber Wakeman reported the Halloween Harvest Event will be held Friday, October 23rd from 5-9; there will be hayrides, free pumpkins to the first 500 attendees and a lot of fun at this free event for the public.

2. Bulk Trash Program

The Curbside Bulk Trash collection begins Monday, October 26, 2015. Public notification was accomplished by advertising the information on the billboard at Gateway Park, distributing flyers in water utility bills, placing an article in the El Mirage Newsletter, and displaying a poster board at Customer Service. This will be the first bulk trash collection that will take place with changes made in reshaping the program, which were necessary to better educate the community in compliance requirements and ensure the program continues to be cost effective and successful for future collection events.

3. New Employees

Police Chief Terry McDonald introduced Adaly Armenta, the newest member of the Victims' Assistance Program with nine years of experience at the Avondale Police Department. She resides in El Mirage and has three children. Ms. Armenta thanked the City for giving her the opportunity as a Victim Advocate and she is pleased to be working with the City of El Mirage.

Chief McDonald continued by stating he believes a cornerstone of good Police work in the community is connecting with the group of young people from the Dysart Community Center (DCC) who presented at the last Council meeting. He shared with Council a draft letter he proposed to send to DCC stating the contributions that the Police are currently doing to work with the public. These include the Victims' Assistance Program, Police Explorers and a long term partnership with Dysart schools through the School Resource Program. The Victims' Assistance Coordinator will begin working with the DCC in response to their discussion relating to violence in the community. Dr. Isom stated he believes this is an innovative approach to use non-sworn personnel to interact on a more regular basis. The issue of the presentation dealt with domestic violence which the City is already focused on. Mayor Mook commented the Council wanted to assist DCC in a positive way and the City is fortunate to have the trained resources in the area of domestic violence.

Chief McDonald then introduced Sgt. Chris Culp to discuss the Police Explorer Program. Sgt. Culp presented Police Explorer Xitlaly Luna who reported on El Mirage's participation in the Third Annual 2015 Southwest Arizona Law Enforcement Explorer Event held October 9th in Marana, Arizona. El Mirage Explorers participated in many of the events and placed second in Law Enforcement Knowledge Aptitude and fourth in Crisis Negotiation. The Police Explorers expressed their appreciation for the support of Staff, Council and Dr. Isom.

Chief Terry McDonald explained the Forfeiture Monies Quarterly Report that each Council member received, stating recent legislation requires these reports of monies received be accounted for and reported quarterly to Council. He stated these funds are used only for legal purposes.

VIII. MAYOR'S COMMENTS and COUNCIL SUMMARY OF CURRENT EVENTS

The Mayor and City Council may not discuss or act upon any matter in the summary unless the specific matter is properly noticed for legal action.

Councilor Jones stated he observed an employee of Public Works picking up trash and displayed outstanding pride in this community. He asked Mr. Dobrosky to determine the specific employee and give him his thanks for a job well done. He also recently attended a Public Works staff/safety meeting and stated Mr. Dobrosky and Mr. Gastelum were doing an excellent job in keeping staff informed of current coinciding projects. He thanked them both and stated he appreciated the time he was allowed to spend with staff.

Councilor Selby advised he had a number of items to report. First, approximately 25-40 volunteers will be working on numerous homes this Saturday morning as part of the Community Uplift Program (CUP). Building Official Mary Dickson continues to drive this program and works hard to promote it; he thanked her for her efforts. Second, there will be a passenger train on the BNSF line this weekend, beginning in El Mirage, to take disadvantaged children on a train ride to Wickenburg and back. Third, he wanted to know from the City Manager how a Veterans' Day Breakfast and fundraising charity is classified as a political event. Dr. Isom reported that when these types of events are scheduled, employees are made aware of the Personnel Policy regarding permissible activities. This is a Fire Association event to hold a Veteran's Day Pancake Breakfast and the City is providing the Association the opportunity to use the Fire Station to hold their event.

IX. ADJOURNMENT

The meeting was adjourned at 7:12 PM.

Lana Mook, Mayor

Attest:

Approved As to Form

Sharon Antes, City Clerk

Robert M. Hall, City Attorney

I hereby certify the aforementioned minutes are a true and accurate record of the Regular City of El Mirage Council Meeting held on Tuesday, October 20, 2015 and a quorum was present.



Sharon Antes, City Clerk

REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: <u>10/29/2015</u>	TYPE OF ACTION: <input type="checkbox"/> RESOLUTION # _____ <input type="checkbox"/> ORDINANCE # _____ <input checked="" type="checkbox"/> OTHER: Destruction of records	SUBJECT: Consideration and action to approve the destruction of municipal documents that have reached the end of their retention period as authorized under A.R.S. 41-151.19.
DATE ACTION REQUESTED: <u>11/3/2015</u>		
<input type="checkbox"/> REGULAR <input checked="" type="checkbox"/> CONSENT <input type="checkbox"/> WORK STUDY <input type="checkbox"/> SPECIAL		

TO: Mayor and Council
FROM: Robert Nilles, Deputy City Manager Administration\Finance Director
RECOMMENDATION: Approval to maintain Records Management as set by the State of Arizona.
PROPOSED MOTION: I make a motion to approve the destruction of municipal documents as authorized under A.R.S. 41-151.19.
ATTACHMENTS: Certificate of Records Destruction.

DISCUSSION: The State of Arizona and the City of El Mirage have determined retention schedules for public record and destruction of those records not meant to be kept indefinitely. Orderly destruction of public records pursuant to the laws of the State of Arizona and the City of El Mirage will provide more space for permanent records and keep the City compliant with State law.

FISCAL IMPACT: \$200 (estimated, not to exceed)

DEPARTMENT LINE ITEM ACCOUNT: 10-511-313 (Savings will come from 10-511-230)

BALANCE IN LINE ITEM IF APPROVED: \$518

Finance Director:

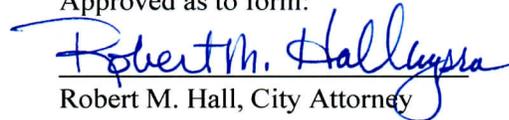


Robert Nilles

10/29/15

Date

Approved as to form:



Robert M. Hall, City Attorney

10/29/15

Date

City Manager:



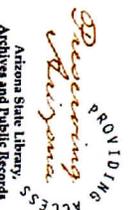
Dr. Spencer A. Isom

10/29/15

Date



**ARIZONA STATE
LIBRARY, ARCHIVES AND PUBLIC RECORDS**
A DIVISION OF THE ARIZONA SECRETARY OF STATE
Joan Clark, State Librarian & Director



ARCHIVES AND RECORDS MANAGEMENT

Page 1 of 2

CERTIFICATE OF RECORDS DESTRUCTION

As authorized under ARS §41-151.19, ...A report of records destruction that includes a list of all records disposed of shall be filed at least annually with the state library on a form prescribed by the state library.
Failure to comply with these procedures is a violation of ARS §41-151.19.

Public Body CITY OF EL MIRAGE

Division FINANCE

Department FINANCE

Office/Unit FINANCE

Record Series Title as Stated on Approved Schedule	Schedule Number or Date	Item #	Records Start Date	Records End Date	Format: Paper, Digital, Microfilm	# of Files, Boxes, Reels, Electronic File Size
Accounts Payable - A - Autozone	000.12.45	14	7.1.2011	6.30.2012	Paper	.01 Box
Accounts Payable - AZ - Cigna	000.12.45	14	7.1.2011	6.30.2012	Paper	.01 Box
Accounts Payable - City - EW	000.12.45	14	7.1.2011	6.30.2012	Paper	.01 Box
Accounts Payable - F - H	000.12.45	14	7.1.2011	6.30.2012	Paper	.01 Box
Accounts Payable - I - M	000.12.45	14	7.1.2011	6.30.2012	Paper	.01 Box
Accounts Payable - N - RE	000.12.45	14	7.1.2011	6.30.2012	Paper	.01 Box
Accounts Payable - RMG - T	000.12.45	14	7.1.2011	6.30.2012	Paper	.01 Box
Accounts Payable - U - Z	000.12.45	14	7.1.2011	6.30.2012	Paper	.01 Box
Accounts Payable - Procurement Card Documentation	000.12.45	14	7.1.2010	6.30.2011	Paper	.01 Box
Payroll Agency Files	000.12.45	25	7.1.2009	6.30.2010	Paper	.01 Box
Payroll Agency Files	000.12.45	25	7.1.2009	6.30.2010	Paper	.01 Box

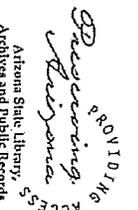
Name (type or print): Christy Eusebio	Title: Records Officer or Designee (type or print): Asst Finance Director	Phone : 623-876-2968
Signature: 	E-Mail: ceusebio@cityofelmirage.org	Date: 10-29-2015

RECORDS MANAGEMENT CENTER

1919 West Jefferson Street • Phoenix, Arizona 85009 • Home Page: <http://www.azlibrary.gov/records>
Phone: (602) 926-3815 • FAX: (602) 256-2838 • E-Mail: records@azlibrary.gov



**ARIZONA STATE
LIBRARY, ARCHIVES AND PUBLIC RECORDS**
A DIVISION OF THE ARIZONA SECRETARY OF STATE
Joan Clark, State Librarian & Director



ARCHIVES AND RECORDS MANAGEMENT

Page 2 of 2

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Failure to comply with these procedures is a violation of ARS §41-151.19.

Public Body CITY OF EL MIRAGE Division FINANCE
Department FINANCE Office/Unit FINANCE

Record Series Title as Stated on Approved Schedule	Schedule Number or Date	Item #	Records Start Date	Records End Date	Format: Paper, Digital, Microfilm	# of Files, Boxes, Reels; Electronic File Size
Payroll Agency Files	000.12.45	16	7.1.2009	6.30.2010	Paper	.01 Box
Payroll - Quarterly 941	000.12.45	16	3.31.2005	12.31.2009	Paper	.01 Box
Bank Statements	000.12.45	8	7.1.2004	6.30.2005	Paper	.01 Box
Bank Statements	000.12.45	8	7.1.2005	6.30.2006	Paper	.01 Box
Bank Statements	000.12.45	8	7.1.2006	6.30.2007	Paper	.01 Box
Journal Entries	000.12.45	19	1.1.2004	6.30.2005	Paper	.01 Box
Journal Entries	000.12.45	19	7.1.2005	6.30.2006	Paper	.01 Box
Journal Entries	000.12.45	19	7.1.2007	6.30.2008	Paper	.01 Box
Journal Entries	000.12.45	19	7.1.2010	6.30.2011	Paper	.01 Box
Grants	000.12.45	16	7.1.2006	6.30.2007	Paper	.01 Box
Grants	000.12.45	16	7.1.2007	6.30.2008	Paper	.01 Box

Name (type or print): Christy Eusebio	Title: Records Officer or Designee (type or print): Asst Finance Director	Phone : 623-876-2968
Signature:	E-Mail: ceusebio@cityofelmirage.org	Date: 10-29-2015

REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: <u>10/30/2015</u>	TYPE OF ACTION: ___ RESOLUTION # _____ ___ ORDINANCE # _____ <input checked="" type="checkbox"/> OTHER: Contract	SUBJECT: Consideration and action to authorize the City Manager to enter into a contract with CareScape, Inc. for landscape maintenance services in City Parks, Facilities, and Right of Ways in the amount not to exceed \$267,594.
DATE ACTION REQUESTED: <u>11/03/2015</u>		
<input checked="" type="checkbox"/> REGULAR ___ CONSENT		

TO: Mayor and Council
FROM: Larry Dobrosky, Deputy City Manager 
RECOMMENDATION: Approval
PROPOSED MOTION: I move to authorize the City Manager to enter into a contract with CareScape, Inc. for landscape maintenance services and exercise any future contract extensions as presented.
ATTACHMENTS: Contract PW15-LM09, Bid Tab, Line Item Cost Breakdown

DISCUSSION: The City conducted a Request for Proposals (RFP) for landscape maintenance but all were significantly over budget. Staff rejected all RFP and issued an Invitation for Bids (IFB). Half of the respondents were deemed non responsive to the IFB; therefore, all bids were rejected by Council at the regular meeting on 10/20/15. In addition, authorization was granted to waive the bid process and allow the City Manager to enter into landscape maintenance contract negotiations based on services that would provide the greatest overall value to the City. A contract has been negotiated for an amount in the first year of \$267,594, which is below other previous vendor prices, with CareScape Inc. for landscape maintenance services.

FISCAL IMPACT: Pricing for three years is attached and is included in FY 15-16 budget.

DEPARTMENT LINE ITEM ACCOUNT: 21-400-313; 10-521-313; 10-522-313; 53-403-313; 10-522-392

BALANCE IN LINE ITEM IF APPROVED: \$89,498; \$21,096; \$90,122; \$103,296; \$9,394

Finance Director:

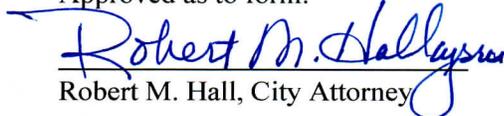


 Robert Nilles

10/29/15

 Date

Approved as to form:

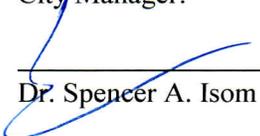


 Robert M. Hall, City Attorney

10/29/15

 Date

City Manager:



 Dr. Spencer A. Isom

10/29/15

 Date



**LANDSCAPE MAINTENANCE &
LITTER REMOVAL SERVICE
CONTRACT**

**Public Works
Procurement**
12145 NW Grand Avenue
El Mirage, AZ 85335
Phone: (623) 876-2956
Fax: (623) 972-8110

AGREEMENT

BETWEEN

CITY OF ELMIRAGE

AND

CARESCAPE, INC.

THIS AGREEMENT is by and between the **CITY OF EL MRAGE, (CITY)** and **CARESCAPE INC. (CONTRACTOR)**.

WHEREAS, **CITY** desires to provide or obtain services and/or goods described in Attachment(s) hereto;

WHEREAS, **CONTRACTOR** desires to provide to **CITY** services and/or goods described in Attachment(s) hereto;

WHEREAS, **CITY and CONTRACTOR** desire to provide in writing a full statement of their respective rights and obligations in connection with their mutual agreement in furtherance of the above described purposes;

NOW, THEREFORE in consideration of the mutual promises and undertakings herein specified, the parties agree as follows:

GENERAL TERMS AND CONDITIONS

1. Term. This Contract shall be effective from the date it is fully executed by the City and remain in full force and effect for three years thereafter (the "Initial Term"), unless terminated as otherwise provided herein. After the expiration of the Initial Term, this Contract may be renewed for up to two additional years in one year increments (each a "Renewal Term") if (A) the City Manager deems in the best interests of the City, subject to availability and appropriation of funds for renewal in each subsequent year, (B) at least 60 days prior to the end of the then-current term of the Contract, the Contractor requests, in writing, to extend the Contract for an additional one-year term and (C) the City approves the additional one-year term in writing (including any price adjustments), as evidenced by the City Manager's signature thereon, which approval may be withheld by the City for any reason. The Contractor's failure to seek a renewal of this Contract shall cause the Contract to terminate at the end of the then-current term of this Contract; provided however, that the City may, at its discretion and with the agreement of the awarded Contractor, elect to waive this requirement and renew this Contract. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Contract shall remain in full force and effect.

2. Compensation. The City shall pay the Contractor for Services completed and accepted by the City at the rates set forth in the Price Sheet, Appendix A. The Contractor shall not commence any billable Work or provide any Services under this Contract until the Contractor receives an executed purchase order from the City. Price increases may be requested by the Contractor not less than 90 days prior to the anniversary date of the



LANDSCAPE MAINTENANCE & LITTER REMOVAL SERVICE CONTRACT

**Public Works
Procurement**
12145 NW Grand Avenue
El Mirage, AZ 85335

Phone: (623) 876-2956
Fax: (623) 972-8110

Contract. Price increases will become effective only after City Manager approval.

3. Payments. The Contractor will be paid on the basis of invoices submitted following acceptance of the Services/Materials. All invoices shall document and itemize all Services performed and Materials delivered in sufficient detail to justify payment, shall include the Work Order number authorizing the transaction and shall be sent via email to the department receiving the service.

4. Documents. All documents prepared and submitted to the City pursuant to this Contract shall be the property of the City.

5. Contractor Personnel. Contractor shall provide adequate, experienced personnel, capable of and devoted to the successful performance of the Services under this Contract. Contractor agrees to assign specific individuals to key positions. If deemed qualified, the Contractor is encouraged to hire City residents to fill vacant positions at all levels. Contractor agrees that, upon commencement of the Services to be performed under this Contract, key personnel shall not be removed or replaced without prior written notice to the City. The term "Key Personnel" means individuals who will be directly assigned to this Project and includes, but is not limited to, the owner, principals, project manager, project superintendent, scheduler, engineer and supervisory personnel. At least two of the Bidder's Key Personnel must have a minimum of three years' experience in similar projects (defined above) and the scheduler must have experience in employing scheduling techniques appropriate for this Project. Resumes of Key Personnel shall be submitted upon request.

6. Inspection; Acceptance. All Work shall be subject to inspection and acceptance by the City at reasonable times during Contractor's performance.

7. Licenses; Materials. Contractor shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Contractor. The City has no obligation to provide Contractor, its employees or Subcontractors any business registrations or licenses required to perform the specific Services set forth in this Contract. The City has no obligation to provide tools, equipment or Material to Contractor.

8. Performance Warranty. Contractor warrants that the Services rendered will conform to the requirements of this Contract and to the highest professional standards in the field.

9. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the City and each council member, officer, employee or agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the Work or Services of the Contractor, its officers, employees, agents, or any tier of Subcontractor in the performance of this Contract. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

10. Changes; Cancellation. The City reserves the right to cancel or make changes in the Services



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or Materials to be furnished by the Contractor within a reasonable period of time after issuance of Work Orders. If such changes cause an increase or decrease in the amount due under the Work Order, or in the time required for Contractor's performance, an acceptable adjustment shall be made and the Work Order shall be modified in writing accordingly. Any agreement for adjustment must be asserted in writing within ten days from when the change is ordered. Should a Work Order be canceled, the City agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Work Order. The City will not reimburse the Contractor for any costs incurred after receipt of a notice of cancellation from the City, or for lost profits, shipment of product or costs incurred prior to issuance of a Work Order.

11. Insurance.

A. General.

1. **Insurer Qualifications.** Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to ARIZONA REVISED STATUTES (A.R.S.) § 20-206, as amended, with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Contract at the City's option.

2. **No Representation of Coverage Adequacy.** By requiring insurance herein, the City does not represent that coverage and limits will be adequate to protect Contractor. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Contract but have no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Contract or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Contract.

3. **Additional Insured.** All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Contract, the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Contract.

4. **Coverage Term.** All insurance required herein shall be maintained in full force and effect until all Work or Services required to be performed under the terms of this Contract are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Contract.

5. **Primary Insurance.** Contractor's insurance shall be primary insurance with respect to performance of this Contract and in the protection of the City as an additional insured.

6. **Claims Made.** In the event any insurance policies required by this Agreement



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are written on a “claims made” basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

7. **Waiver.** All policies, except for Professional Liability, including Workers’ Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the Work or Services of Contractor. Contractor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

8. **Policy Deductibles and/or Self-Insured Retentions.** The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. Contractor shall be solely responsible for any such deductible or self-insured retention amount.

9. **Use of Subcontractors.** If any Work under this Contract is subcontracted in any way, Contractor shall execute written agreement with its Subcontractors containing the indemnification provisions set forth in this subsection and insurance requirements set forth herein protecting the City and Contractor. Contractor shall be responsible for executing any agreements with its Subcontractor and obtaining certificates of insurance verifying the insurance requirements.

10. **Evidence of Insurance.** Prior to commencing any Work or Services under this Contract, Contractor will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Contract, issued by Contractor’s insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Contract and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Contract. The City shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Contract. If any of the policies required by this Contract expire during the life of this Contract, it shall be Contractor’s responsibility to forward renewal certificates and declaration page(s) to the City 30 days prior to the expiration date. All certificates of insurance and declarations required by this Contract shall be identified by referencing this Contract. A \$25.00 administrative fee shall be assessed for all certificates or declarations received without a reference to this Contract. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing this Contract will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

a. The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:



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(i) Commercial General Liability - Under Insurance Services Office, Inc., (“ISO”) Form CG 20 10 03 97 or equivalent.

(ii) Auto Liability - Under ISO Form CA 20 48 or equivalent.

(iii) Excess Liability - Follow Form to underlying insurance.

b. Contractor’s insurance shall be primary insurance with respect to performance of the Contract.

c. All policies, except for Professional Liability, including Workers’ Compensation, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials and employees for any claims arising out of Work or Services performed by Contractor under this Contract.

d. ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

B. Required Insurance Coverage.

1. Commercial General Liability. Contractor shall maintain “occurrence” form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$1,000,000 Products and Completed Operations Annual Aggregate and a \$1,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured’s clause. To the fullest extent allowed by law, for claims arising out of the performance of this Contract, the City, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read “Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of “your work” for that insured by or for you.” If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

2. Vehicle Liability. Contractor shall maintain Business Automobile Liability insurance with a limit of \$300,000 each occurrence on Contractor’s owned, hired and non-owned vehicles assigned to or used in the performance of the Contractor’s Work or Services under this Contract. Coverage will be at least as broad as ISO coverage code “1” “any auto” policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this



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Contract, the City, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

3. Professional Liability. Intentionally omitted.

4. Workers’ Compensation Insurance. Contractor shall maintain Workers’ Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Contractor’s employees engaged in the performance of Work or Services under this Contract and shall also maintain Employers Liability Insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee and \$500,000 disease policy limit.

C. Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or be materially changed without 30 days’ prior written notice to the City.

12. Applicable Law; Venue. This Contract shall be governed by the laws of the State of Arizona and suits pertaining to this Contract may be brought only in courts in Maricopa County, Arizona.

13. Termination; Cancellation.

A. For City’s Convenience. This Contract is for the convenience of the City and, as such, may be terminated without cause after receipt by Contractor of written notice by the City. Upon termination for convenience, Contractor shall be paid for all undisputed Services performed and Materials delivered to the termination date.

B. For Cause. If either party fails to perform any obligation pursuant to this Contract or such party fails to cure its nonperformance within 30 days after notice of nonperformance is given by the non-defaulting party, such party will be in default. In the event of such default, the non-defaulting party may terminate this Contract immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting party’s nonperformance is such that it cannot reasonably be cured within 30 days, then the defaulting party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting party immediately (1) provides written notice to the non-defaulting party and (2) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed 90 days. In the event of such termination for cause, payment shall be made by the City to the Contractor for the undisputed portion of its fee due as of the termination date.

C. Due to Work Stoppage. This Contract may be terminated by the City upon 30 days’ written notice to Contractor in the event that the Services are permanently abandoned. In the event of such termination due to Work stoppage, payment shall be made by the City to the Contractor for the undisputed portion of its fee due as of the termination date.

D. Conflict of Interest. This Contract is subject to the provisions of A.R.S. § 38-



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511. The City may cancel this Contract without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Contract on behalf of the City or any of its departments or agencies is, at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter of the Contract.

E. **Gratuities.** The City may, by written notice to the Contractor, cancel this Contract if it is found by the City that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer, agent or employee of the City for the purpose of securing this Contract. In the event this Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Contractor an amount equal to 150% of the gratuity.

F. **Agreement Subject to Appropriation.** The City is obligated only to pay its obligations set forth in the Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the City's then current fiscal year. The City's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the City concerning budgeted purposes and appropriation of funds. Should the City elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the City shall be relieved of any subsequent obligation under this Agreement. The parties agree that the City has no obligation or duty of good faith to budget or appropriate the payment of the City's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which the Agreement is executed and delivered. The City shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The City shall keep Contractor informed as to the availability of funds for this Agreement. The obligation of the City to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the City. Contractor hereby waives any and all rights to bring any claim against the City from or relating in any way to the City's termination of this Agreement pursuant to this section.

14. Miscellaneous.

A. **Independent Contractor.** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor acknowledges and agrees that all Services and Materials provided under this Contract are being provided as an independent contractor, not as an employee or agent of the City. Contractor, its employees and Subcontractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual Work of Contractor, its employees or Subcontractors. The Contractor, and not the City, shall determine the time of its performance of the Services provided under this Contract so long as Contractor meets the requirements of its agreed Scope of Work. Contractor is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. City and Contractor do not intend to nor will they combine business operations under this Contract.



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B. **Laws and Regulations.** The Contractor shall keep fully informed and shall at all times during the performance of its duties under this Contract ensure that it and any person for whom the Contractor is responsible remains in compliance with all rules, regulations, ordinances, statutes or laws affecting the Services or Materials including, but not limited to, the following: (1) existing and future City and County ordinances and regulations; (2) existing and future state and federal laws; and (3) existing and future Occupational Safety and Health Administration standards.

C. **Contract Amendments.** This Contract may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor; provided, however, that Change Orders may be issued and approved administratively by the City when such changes do not alter the Contract Price.

D. **Provisions Required by Law.** Each and every provision of law and any clause required by law to be in the Contract will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract will promptly be physically amended to make such insertion or correction.

E. **Severability.** The provisions of this Contract are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of the Contract which may remain in effect without the invalid provision or application.

F. **Entire Agreement; Interpretation; Parol Evidence.** This Contract represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Contract are hereby revoked and superseded by this Contract. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Contract. This Contract shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting the Contract. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Contract.

G. **Assignment; Delegation.** No right or interest in this Contract shall be assigned or delegated by Contractor without prior, written permission of the City and signed by the City Manager. Any attempted assignment or delegation by Contractor in violation of this provision shall be a breach of this Contract by Contractor and subject to immediate termination of the contract.

H. **Subcontracts.** No subcontract shall be entered into by the Contractor with any other party to furnish any of the Services or Materials specified herein without the prior written approval of the City. The Contractor is responsible for performance under this Contract whether or not Subcontractors are used.

I. **Rights and Remedies.** No provision in this Contract shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Contract. The failure of the City to insist upon the strict



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performance of any term or condition of this Contract or to exercise or delay the exercise of any right or remedy provided in this Contract, or by law, or the City's acceptance of and payment for Services, shall not release the Contractor from any responsibilities or obligations imposed by this Contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Contract.

J. Attorneys' Fees. In the event either party brings any action for any relief, declaratory or in the event either party brings any action for any relief, declaratory or otherwise, arising out of this Contract, or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury or arbitration board, which shall be deemed to have accrued on the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment or by arbitration award.

As an alternative to filing a law suit to resolve the dispute, the parties may elect to arbitrate the dispute. Each party shall select a competent and impartial arbitrator. The two selected arbitrators shall appoint a third arbitrator. If the two appointed arbitrators cannot agree on a third, they may petition a judge having competent jurisdiction to select the third arbitrator, or they may resign their appointment jointly or individually so that the parties may renew the selection process. The written award of two of the three arbitrators shall bind the parties. The cost of the arbitrators and any expert witnesses shall be borne by the party that hired them. The cost of the third arbitrator and other expenses of the arbitration shall be shared equally by the parties. The arbitration shall take place in the City of El Mirage. State court rules of procedure and evidence shall be governing.

K. Liens. All Services or Materials shall be free of all liens and, if the City requests, a formal release of all liens shall be delivered to the City.

L. Offset.

1. Offset for Damages. In addition to all other remedies at law or equity, the City may offset from any money due to the Contractor any amounts Contractor owes to the City for damages resulting from breach or deficiencies in performance or breach of any obligation under this Contract.

2. Offset for Delinquent Fees or Taxes. The City may offset from any money due to the Contractor any amounts Contractor owes to the City for delinquent fees, transaction privilege taxes and property taxes, including any interest or penalties.

M. Notices and Requests. Any notice or other communication required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if (1) delivered to the party at the address set forth (2) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth or (3) given to a recognized and reputable overnight delivery service, to the address set forth or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (1) when delivered to the party, (2) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (3) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery



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service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

Notice to the City of El Mirage shall be sent to the following:

City of El Mirage
c/o Public Works Director
12145 NW Grand Avenue
El Mirage, AZ 85335

Notice to Carescape, Inc. shall be sent to the following:

Carescape, Inc.
President
13370 W. Firefox Drive, Suite 101
Surprise, AZ 85378

N. Overcharges by Antitrust Violations. The City maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the goods and services used to fulfill the Contract.

O. Force Majeure. Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party, of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract. Force majeure shall not include the following occurrences:

Late Performance. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure. If either party is delayed at any time in the progress of the Work by force majeure, then the delayed party shall notify the other party. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing. The time of Substantial Completion or Final Completion shall be extended by



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written Contract amendment for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

P. Confidentiality of Records. The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in its records or obtained from the City or from others in carrying out its obligations under this Contract shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Contractor's duties under this Contract. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under this Contract.

Q. Records and Audit Rights. Contractor's and its Subcontractors are complying with the warranty as herein stated and Subcontractors' books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Contract, including the papers of any Contractor and its Subcontractors' employees who perform any Work or Services pursuant to this Contract (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City, to the extent necessary to adequately permit (1) evaluation and verification of any invoices, payments or claims based on Contractor's and its Subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of Work under this Contract, and (2) evaluation of the Contractor's and its Subcontractors' compliance with the Arizona employer sanctions laws. To the extent necessary for the City to audit Records as set forth in this subsection, Contractor and its Subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City shall have access to said Records, even if located at its Subcontractors' facilities, from the effective date of this Contract for the duration of the Work and until three years after the date of final payment by the City to Contractor pursuant to this Contract. Contractor and its Subcontractors shall provide the City with adequate and appropriate workspace so that the City can conduct audits in compliance with the provisions of this subsection. The City shall give Contractor or its Subcontractors reasonable advance notice of intended audits. Contractor shall require its Subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Contract.

R. E-verify Requirements. To the extent applicable under A.R.S. § 41-4401, the Contractor and its Subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under A.R.S. § 23-214(A). Contractor's or its Subcontractors' failure to comply with such warranty shall be deemed a material breach of this Contract and may result in the termination of this Contract by the City.

S. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Contract, the Scope of Work, any City-approved Purchase Order, the Price Sheet, any City-approved Work Orders, invoices and the Contractor's response, the documents shall govern in the order listed herein. Notwithstanding the foregoing, unauthorized exceptions, conditions, limitations or provisions in conflict with the terms of this Contract (collectively, the "Unauthorized Conditions"), other than the City's project-specific quantities, configurations or delivery dates, are expressly declared void and shall be of no force and effect. Acceptance by the City of any Work Order or invoice containing any such



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Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Contract shall not alter or relieve Contractor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Contract.

T. Non-Exclusive Contract. This Contract is entered into with the understanding and agreement that it is for the sole convenience of the City of El Mirage. The City reserves the right to obtain like goods and Services from another source when necessary.

U. Cooperative Purchasing. Specific eligible political subdivisions and nonprofit educational or public health institutions (“Eligible Procurement Unit(s)”) are permitted to utilize procurement agreements developed by the City, at their discretion and with the agreement of the awarded Contractor. Contractor may, at its sole discretion, accept orders from Eligible Procurement Unit(s) for the purchase of the Materials and/or Services at the prices and under the terms and conditions of this Contract in such quantities and configurations as may be agreed upon between the parties. All cooperative procurements under this Contract shall be transacted solely between the requesting Eligible Procurement Unit and Contractor. Payment for such purchases will be the sole responsibility of the Eligible Procurement Unit. The exercise of any rights, responsibilities or remedies by the Eligible Procurement Unit shall be the exclusive obligation of such unit. The City assumes no responsibility for payment, performance or any liability or obligation associated with any cooperative procurement under this Contract. The City shall not be responsible for any disputes arising out of transactions made by others.

15. Incorporated Documents.

The services to be performed and/or the goods to be provided and the consideration therefore shall be specifically described in the attachments to this Agreement, which are incorporated into this Agreement and are specifically a part of this Agreement, as follows:

- ATTACHMENT A: SCOPE OF WORK
- APPENDIX A: PRICING
- EXHIBIT A: AREA MAP
- EXHIBIT B: MOWING FREQUENCIES
- EXHIBIT C: SITE TRIANGLE

SIGNATURE PAGE FOLLOWS:



LANDSCAPE MAINTENANCE & LITTER REMOVAL SERVICE CONTRACT

**Public Works
Procurement**
12145 NW Grand Avenue
El Mirage, AZ 85335
Phone: (623) 876-2956
Fax: (623) 972-8110

This Contract shall be effective from the date it is fully executed by the City.

CITY: City of El Mirage

CONTRACTOR: CareScape, Inc.

_____ Date: _____

_____ Date: _____

By: Dr. Spencer Isom

By: Mr. Mitchell S. Owens

Its: City Manager

Its: President

Approved as to Form:

Robert Hall, City Attorney

Attest:

Sharon Antes, City Clerk



**LANDSCAPE MAINTENANCE &
LITTER REMOVAL SERVICE
CONTRACT**

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Attachment A
Scope of Work

CITY OF EL MIRAGE
PUBLIC WORKS DEPARTMENT



**LANDSCAPE AND LITTER REMOVAL
MAINTENANCE AT CITY WIDE**



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PROJECT SPECIFICATIONS

PW15 - LM09

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1. LOCATION OF THE WORK:

All work is located within the City of El Mirage, Maricopa County, Arizona. Specific sites are shown on maps in Exhibit A.

2. PROPOSED WORK:

The contract work consists of all necessary labor, material, transportation services and equipment, to perform landscape maintenance and trash and litter pickup on a regular basis for City Parks per the City of El Mirage Landscape Maintenance Guidelines (latest version) and the contract specifications on the areas specified above and in Exhibit A.

3. CONTRACT TERM:

This Contract is a three (3) year contract and commences on **November 30, 2015** and expires **October 31, 2018**. If renewed, contract is an annual contract from **November 30 to October 31**. Contract renewal shall be within 30 days of contract expiration.

The City of El Mirage may at its sole option and with the consent of the Contractor, extend the period of this agreement up to two (2) additional years in one (1) year increments. The costs for any price increase for additional years must be mutually agreed upon by the City and the Contractor.

Either party has the right to cancel this contract without cause at any time with a 60 day written notice.

4. PERFORMANCE:

A. Contractor's Performance: The Contractor shall furnish all necessary trained personnel, supervision, scheduling, equipment and tools, chemicals, supplies and other accessories required to perform landscape maintenance in the City of El Mirage as designated in the Scope of Work. All work shall be performed in strict accordance with the conditions, provisions, standards and specifications described herein.

B. Quality and Acceptability of Work: The Public Works Director or designee shall decide all questions, which may arise as to the quality and acceptability of any work, performed under the contract. If, in the opinion of the Public Works Director or designee, performance becomes unsatisfactory, the City of El Mirage shall notify the Contractor, its authorized representatives or agents in writing.



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- C. Contacting The Contractor: The Contractor must have a telephone number where it can be contacted immediately anytime during a twenty- four (24) hour period and the Contractor must call back within sixty (60) minutes of the originating call.

5. TYPE OF SUPERVISION:

- A. The Contractor shall provide supervision for each shift of work to assure competent performance of the work during the scheduled hours.
- B. The Contractor or authorized agent will make daily routine inspections to ensure that the work is performed as required by this Contract.
- C. The Contractor's Job Manager and Supervisors must be literate and fluent in the English language because of the necessity to read chemical labels, job instructions and signs, as well as the need for conversing with management personnel. All on-site supervisors must also be literate and fluent in the primary language of the landscape staff.
- D. The Supervisor/Crew Leader on-site shall have the knowledge and ability to train and direct crew members in correct landscape maintenance practices and ensure they adhere to the City of El Mirage Landscape Maintenance Guidelines (latest version) and contract standards and specifications.

6. INSPECTIONS:

- A. The Public Works Director or designee will conduct random daily inspections of the areas covered under this Contract.
- B. The Public Works Director or designee shall conduct joint inspections with the Contractor of each location on a monthly basis. The date and time shall be mutually agreed upon.

7. CONDITION OF LANDSCAPE AREAS:

The Public Works Director or designee and the Contractor will inspect the areas under the contract one (1) week prior to the Contract start date to agree on the acceptance of the areas in the condition at the time of the inspection.

8. NON-COMPLIANCE CONDITIONS AND REQUIRED REMEDIES SCHEDULE:

- A. Failure by the Contractor to provide routine landscape service as specified in the contract documents or to comply with the contract specifications or the City of El Mirage Landscape Maintenance Guidelines (latest version), which are incorporated herein by this reference, will result in the issuance of a Notice of Non-compliance by the Public Works Director or designee. If the Public Works Director or designee hand-delivers or faxes a Notice of Non-compliance to the Contractor, the Contractor will have twenty-four (24) hours to respond to and correct the non-compliance, unless the Notice of Non-compliance states a different time for Contractor to achieve compliance.
- B. If Contractor fails to correct a non-compliance within twenty-four (24) hours, or such other time as set forth in the Notice, of Contractor's receipt of the Notice of Non-compliance by hand-delivery or facsimile, the City shall be entitled to deduct the prorated share of the areas not in compliance from any payments due Contractor, based on the Contractor's price quoted in the bid price sheets. The City may also exercise its right to either perform the work itself or use another City approved landscape maintenance contractor to perform the work. The cost of any work done in this manner will be deducted from the monthly billing in addition to the prorated deduction for unfinished work. These actions will in no way alleviate the responsibility of the Contractor to continue the maintenance of the sites once the area has been recovered.
- C. Contractor recognizes, acknowledges and understands that its failure to comply with the service requirements and specifications set forth below will result in financial loss and damage to the City and that the City's ability to prove the actual amount of such damage and loss will be expensive and difficult. Therefore, instead of requiring proof of the actual amount of such damage and loss, Contractor and City hereby agree that as liquidated damages, and not as a



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penalty or forfeiture, Contractor shall pay to City, as a deduction from any amounts owed by City to Contractor, the amounts set forth below for the violations specified.

- i. No Picture I.D. or uniform as required: \$10.00/per incident
- ii. Trash and Litter: \$100/per incident/per area. If the Contractor does not fulfill the Scope of Work for trash and litter removal and the Contractor has left the site, two (2) hours will be the maximum allowable time for return and completion of the task. This condition does not apply to vehicular accidents, storm damage, or other events where the Contractor has no control (i.e. newspapers blow out of a truck and into the landscaped area). This paragraph covers the weekly trash and litter pickup required in the contract.
- iii. Trees, Shrubs, and Groundcover: \$150/per day/per area until the area is back in compliance. If any tree(s) or shrub(s) are pruned, raised, or removed contrary to the scope of work described in the contract documents or the City of El Mirage Landscape Maintenance Guidelines (latest version) without permission from the Public Works Director or designee, the Contractor shall, at their sole expense, provide compensation for and/or replacement of the tree(s) or shrub(s) subject to the sole discretion of the Public Works Director or designee.
- iv. Weeds: \$150/per day/per area until the area is back in compliance.
- v. Turf Areas: \$150/per day/per area until the area is back in compliance.
- vi. General Landscape Maintenance: \$100/per day/per area until the area is back in compliance. This includes any work specified by the contract documents or the City of El Mirage Landscape Maintenance Guidelines (latest version) not covered under other areas of this Section.
- vii. Equipment and/or Employees: Any equipment and/or employees not meeting the standards and conditions set forth in the contract documents or City of El Mirage Landscape Maintenance Guidelines will be required to leave the job site until basic work standards are met. This shall not alleviate the Contractor from fulfilling its responsibility to adhere to the schedule established with the Public Works Director or designee.
- viii. Contractor shall not be subjected to deductions that exceed their monthly service rate.

9. DEFINITION OF TRASH AND LITTER:

Any item not installed as part of the landscape or hardscape at the time the Contractor began the contract. Additionally, it will cover any and all trash or litter, which may have been, windblown and includes such things as cigarette butts and tumbleweeds.

10. DUMPING AND DISPOSAL OF WASTE:

The Contractor is responsible for the cost to dispose of all waste products including excess earth material. The waste product referred to herein shall become the property of the Contractor, unless otherwise directed by the Public Works Director or his designee.

11. PUBLIC CONVENIENCE AND SAFETY:

The contractor shall at all times conduct his work as to assure the least possible obstruction to traffic and adjacent residents. The contractor shall provide for the safety, convenience, and the protection of persons and property of the general public and residents along the street, and all areas adjacent to the work area.

Whenever the Contractor's operations create a condition potentially hazardous to the public, they shall furnish such flaggers and safety devices as necessary to give adequate warning to the public of any potentially hazardous conditions. Flaggers and safety devices used for traffic control shall conform to applicable City, county, state, and federal requirements. Should the Contractor appear to be neglectful or negligent in furnishing adequate warning and protection measures, the inspector may direct attention to the existence of a hazard and the necessary warning and protective measures shall be furnished and installed by the Contractor without additional cost to the City. Should the City point out the inadequacy of warning and



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protective measures, such an action of the City shall not relieve the Contractor from any responsibility for public safety and abrogate his obligation to furnish and pay for those devices. Nothing in this section is intended, nor shall be construed, to abrogate the Contractor's sole and ultimate responsibility for performing the operations pursuant to this agreement in a safe manner. The installation of any general illumination shall not relieve the Contractor of his responsibility for furnishing and maintaining any protective facility.

Two lanes of traffic on major streets shall be maintained open for traffic at all times. Local access shall be maintained at all driveways.

12. SCHEDULING OF WORK:

The nature of this work may require scheduling work at times which will least impact traffic. This may include weekend and/or night work. Under no circumstances will the Contractor be allowed to impede vehicular or pedestrian traffic, without written permission from the Public Works Director or designee.

The Public Works Director or designee shall work with the Contractor to establish a written schedule. The Public Works Director or designees will have the authority to change this schedule with two (2) weeks written notice.

PLEASE NOTE, it is very important for the Contractor to stay on schedule and to visit the sites during the hours and dates mentioned in the schedule. Any deviation from the schedule may result in a letter of non-compliance from the City of El Mirage requiring immediate action from the Contractor to remedy the situation. Any work not completed will be deducted from the monthly bill.

13. SAFETY DATA SHEETS:

- A. Contractor shall furnish to the City of El Mirage a list and copies of the Safety Data Sheets (SDS), for all products used in the City on an annual basis. In addition, each time a new chemical product is introduced, a copy of that product's SDS must be provided to the Public Works Department prior to the product being used in the City.
- B. The Safety Data Sheets must be in compliance with OSHA Regulation 1910.1200, paragraph g.

14. IRRIGATION CONTROLLERS:

The Contractor **is not** responsible for any repair, maintenance or replacement of the irrigation controllers. The setting of watering schedules for any irrigation controllers is the responsibility of City personnel. The Contractor is required to submit to the Public Works Director or designee all requests for watering schedule changes, and recommendations.

15. CORNER VISION:

Within the triangle formed by connecting the ends of the respective fifty (50) foot distances as illustrated in the drawing, all the hedges, shrubbery and other plantings shall be limited to a height of two (2) feet above the elevation of the nearest edge of pavement at the said intersecting streets. Trees located within the fifty (50) foot clear distance are to have the foliage cleared to a height of eight (8) feet above the ground. (See Exhibit C)

16. EQUIPMENT:

- A. The Contractor shall use trucks and vehicles licensed in the State of Arizona and equipped with a warning light(s) on top of the cab, which is clearly seen from a distance no less than 500'. All vehicles shall be clearly marked with the name of the company and phone number. All permanent lettering shall be a minimum of 2",
- B. Power blowers shall not be used to move dirt and dust.
- C. Employees shall wear uniforms or other marked clothing clearly identifying the Contractor's name.
- D. Employees shall wear reflective safety vests or shirts while working on all phases of this contract.



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- E. The supervisor of each crew shall wear a badge clearly identifying their name and the company name.
- F. Uniforms and steel-toed shoes are specifically required. No shorts, except those used as part of a uniform, or tennis/running shoes are accepted. No devices will be allowed nor any apparatus which may impede hearing or sight other than earplugs or safety glasses.
- G. No loud stereos or radios on sites.

17. ADDITIONAL WORK

A. Ordering Work

Furnish all labor, material, equipment and tools of the trade on a job order basis for additional landscape services in the public rights-of-way and on public properties in the City.

- i. When contacted, Contractor shall provide the City with a written cost estimate for each project.
 - 1. Estimates shall be itemized where applicable.
 - 2. Estimates are binding on the Contractor. However, conditions which will alter the original estimate may be brought to the attention of the Public Works Director or designee for approval. Such notification will occur quickly enough so as not to delay any project underway.
- ii. If contacted, the Contractor must return calls within 24 hours to give customers availability and pricing information. Contractors who consistently fail to return calls or consistently refuse work requests (too busy/over booked) may be terminated from the contract.
- iii. Contractor shall proceed with work only upon obtaining an Off-site / ROW permit from the Engineering Department and the receipt of a purchase order. The City will waive any City of El Mirage permit fees.

18. SCOPE OF WORK:

A. GENERAL

- i. Scheduling work with the Public Works Director or designee.
- ii. Landscaped areas shall be raked as needed. All sites shall be raked in their entirety a minimum of once per quarter
- iii. Trash and litter pickup weekly, excluding weekends and Holidays. It also includes picking up any dog waste and emptying the waste receptacles at the dog parks and refilling the bag dispensers.
- iv. All trash receptacles need to be emptied when they are half full, with new bags installed. Trash receptacles also need to be wiped down on a weekly basis to keep them clean and presentable.
- v. Trimming all shrubs and ground cover that touch walkways and curbs as needed.
- vi. Removing all dead vegetation as it appears on shrubs and ground cover as needed.
- vii. All median sight lines clear and in accordance with Maricopa Association of Governments (MAG) specifications and City Code for appropriate traffic triangle.
- viii. The City staff will maintain all irrigation systems to include backflow devices, controllers, wiring, main lines, valves, lateral lines, heads, and emitters. The City staff will also set all irrigation clocks.
- ix. The Contractor is required to notify the Public Works Director or designee of any irrigation problems that they encounter, especially as they pertain to the health of the plant, trees, or turf care within 24 hours of discovery.
- x. The Contractor shall remove and dispose of all trash, litter, and plant debris on the same day.
- xi. Playground surfaces shall be maintained as needed. Sand, wood chips, or other materials shall be raked and fill in any low areas underneath the play equipment.
- xii. All suckers, pups, offshoot of on existing plant, or any plant growing that was not part of the original landscaping is considered a weed and shall be removed as soon as it is seen.



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B. TREES

- i. The City of El Mirage adheres to all standards for pruning stipulated by the American National Standards Institute (ANSI) 300, and taught through the ACLP program. All pruning of trees shall require work and/or direct supervision done by an arborist, certified tree worker, or certified ACLP member.
- ii. The Contractor shall not be responsible for any tree pruning requiring work higher than 12'. The Contractor will be responsible for any tree pruning requiring the removal of a tree limb originating less than 8' high. Any limb removal shall be performed consistent with ANSI 300 standards.
- iii. Contractor is responsible for replacing tree stakes as needed that are damaged or broken. All staking will be done to City of El Mirage Standards.
- iv. Any damage to trees shall be reported to the Public Works Director or designee.
- v. All "suckers" are to be pruned off of trees as they appear.
- vi. All trees are to be trimmed to maintain an eight (8) foot clearance (ground to bottom of canopy) over sidewalks, benches, tables, barbeques, etc. Tree canopies are to be elevated evenly to the standards specified in the Proposal documents.
- vii. All trees are to be trimmed not to interfere with traffic. Tree canopies are to be elevated evenly to the standards specified in the Proposal documents.
- viii. All trees are to be trimmed to maintain a three (3) foot clearance above playground equipment, ramadas, or other large permanent structures. Minor trimming is allowed to clear objects but in general tree canopies are to be elevated evenly to the standards specified in the Proposal documents.

C. WEEDS

- i. Weeds are any plants in the landscape that are growing in an unwanted area. These include annuals and perennials growing in areas where they were not specifically planted. These areas include but are not limited to other plants, irrigation devices, paths and walls and any cracks in sidewalks, curbs and gutters.
- ii. Weeds growing in and around other plants shall be removed by hand.
- iii. Weeds shall be removed as soon as they become visible. Weeds in open areas will be killed and removed by means of herbicides and/or manual pulling.
- iv. A pre-emergent herbicide shall be sprayed on all non-turf landscaped areas a minimum of once per year to help keep weed growth to a minimum.
- v. All spraying of herbicides will be performed when weather conditions are not conducive for drift or moving offsite. All herbicide applications will be made in accordance with the label instructions governing their use. Records will be kept on pests identified and treatment(s) rendered for control.
- vi. All herbicides, including post-emergent and pre-emergent products that will be used by the Contractor must be submitted and approved by the Public Works Director or designee prior to application of the product.
- vii. Herbicides used shall be listed and logged and the list must be given to the Public Works Director or his designee on a monthly basis.

D. SHRUBS, GROUND COVER

- i. All shrubs and ground cover shall be trimmed and maintained behind all sidewalks and curbs. All shrubs and ground cover shall be maintained in an orderly fashion, defined as not allowing the ground cover to grow vertically into the shrub canopy. Branches should be selectively pruned to avoid exposing woody material.
- ii. Shrubs and ground cover shall be trimmed and maintained to a size proportionate to the area where they are planted. Example, shrubs in a small traffic-calming median shall be trimmed and maintained to a small size



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proportionate to the size of the median. Other areas shall include but are not limited to small planters or landscaped areas between the sidewalks and curb. Branches should be selectively pruned to avoid exposing woody material.

- iii. The Contractor shall remove all debris and tarps prior to moving on to the next site.
- iv. All pruning will be as specified in the City of El Mirage Landscape Maintenance Guidelines (latest version) and the Master Gardeners Manual published by the University of Arizona, Maricopa County Extension Office. This can be found on their website (cals.arizona.edu).
- v. Shrubs in designated areas were planted to screen or protect walls/areas and are not to be cut back annually. The successful proposer will be shown the specific areas at the start of the contract.

E. IRRIGATION

- i. The Contractor shall not be responsible for repair and maintenance of any irrigation repairs.
- ii. The Contractor is not responsible in the case of damage caused by an accident not caused by the Contractor. The Contractor shall notify the Public Works Director or designee when damage is discovered.
- iii. The main lines, vacuum breakers, irrigation clocks, and valves shall remain the responsibility of the City.
- iv. Any problems observed by the Contractor, such as valves not functioning properly or lack of water, should be reported to the Public Works Director or designee immediately in writing (Fax is acceptable).
- v. The Contractor shall be responsible for any and all plant material that may have died or was seriously injured if, in the opinion of the Public Works Director, or designee, was neglected by the Contractor. Neglect would be recognized as anything other than a documented problem with the main line or the irrigation clock. In this event the Contractor shall replace all plant material, at their sole expense, and warranty it for a period of one year. All plant material replaced shall be of similar size and species.

F. TURF AREAS

- i. Collect litter from all turf, shrub beds, and garden area hard surfaces prior to commencing mowing operations.
- ii. Sweep, rake or blow excessive clippings from all turf areas, patios, sidewalks, curb lines and roadways
- iii. Trim all turf areas adjacent to trees, tree wells, shrubs, flowerbeds, fences, patios, walls, fire hydrants, walkways, trees, light standards, posts and all other areas where trimming is required. Trimming shall be done so that the turf is not gouged, scalped, or damaged. String trimming shall be performed where the trimmed surface is the same as the mower height. Do not allow string to contact tree trunks.
- iv. Contractor is responsible for any damages incurred as a result of mower damage to trees and shrubs and must repair or replace any such damage at no cost to the City.
- v. Edge all sidewalks and other hardscaping with a bladed edger (no string trimmers) so that these areas present a neat, clean-cut appearance at all times.
- vi. Mowing shall be with a (reel/rotary/or mulching) mower. Clippings will be left on the turf as long as no readily visible clumps remain on the turf surface after mowing. Otherwise, large clumps of clippings will be distributed by mechanical blowing, raking, or collected and removed by the contractor.
- vii. Turf to be mowed per the Mowing Schedule (Exhibit B). Turf shall not be cut closer than 1" nor shall it be longer than 1-1/2 inches in height after each cutting unless directed by the Public Works Director or designee. The mower blades shall be kept sharp to prevent shredded tips that turn brown. Matching mower heights are required if multiple mowers are used.
- viii. Aerate all compacted areas of formal turf once annually in the spring when turf is well established. Aerate with a vertically operating core aerator utilizing shaft mounted 1/2" hollow tines. Cores shall be made 4" on center to a 3" depth. Vacuum plugs.



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- ix. Remove any thatch over 1/2 inch in depth from turf areas once annually in the spring.
- x. The contractor will inspect turf areas each visit for indications of pest/weed problems and advise the client or representative of such problems. Upon confirmation of a specific problem requiring treatment, pesticides/herbicides will be applied as needed to eradicate and prevent the problem from spreading, whenever possible, using the least toxic, effective pesticide/herbicide.
- xi. All spraying of pesticides and fertilizer applications will be performed when weather conditions are not conducive for drift or moving offsite. Pesticide/herbicide applications will be made in accordance with the label instructions governing their use.
- xii. No pesticide/herbicide will be applied to turf areas without the express approval of the City. This includes weed and feed formulations. Records will be kept on pests identified and treatment(s) rendered for control.
- xiii. Monitor all turf for infestation of harmful insects. Apply pesticides only to specific areas where infestations have been identified by the Contractor and pose significant risks to the health and appearance of turf.
- xiv. Apply Bermuda seed to declining turf at a rate of 1 to 2 pounds per 1,000 sq. ft. in the spring for recovery. The contractor is responsible for bringing the new turf to maturity. The contractor shall coordinate seed application with City staff so proper water scheduling can be programmed.
- xv. Apply pre-emergent herbicide for broad leaf weeds to turf in September *only if the turf is not to be over-seeded.*
- xvi. A Bid item in the contract is to over-seed turf areas in the fall. Use seeding rate per the City of El Mirage Landscape Maintenance Guidelines (latest version).

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Appendix A

PRICING SHEET

City Parks				
SECTION	CITY PARKS	YEAR 1	YEAR 2	YEAR 3
1	LANDSCAPE MAINTENANCE & LITTER REMOVAL FOR GATEWAY PARK	\$45,584	\$46,724	\$48,126
1a	OVER-SEED TURF AREAS AT GATEWAY PARK	\$10,528	\$10,528	\$10,528
2	LANDSCAPE MAINTENANCE & LITTER REMOVAL FOR GENTRY PARK	\$16,110	\$16,513	\$17,008
2a	OVER-SEED TURF AREAS AT GENTRY PARK	\$3,682	\$3,682	\$3,682
	TOTAL COST	\$75,904	\$77,447	\$79,344
SECTION	CITY FACILITIES	YEAR 1	YEAR 2	YEAR 3
3	COURT/SENIOR CENTER	\$11,125	\$11,403	\$11,746
3a	OVER-SEED COURT/SENIOR CENTER	\$1,050	\$1,050	\$1,050
4	LIBRARY	\$606	\$621	\$640
5	NEW FIRE STATION	\$9,658	\$9,899	\$10,196
6	OLD FIRE STATION	\$2,695	\$2,762	\$2,845
6a	OVER-SEED OLD FIRE STATION	\$180	\$180	\$180
7	VACANT SITE. (OLD PD SITE)	\$1,254	\$1,286	\$1,324
8	CITY HALL	\$1,667	\$1,709	\$1,760
9	CUSTOMER SERVICE	\$1,749	\$1,793	\$1,847
10	CANTERBURY WELL SITE	\$5,307	\$5,440	\$5,603
11	DIETZ CRANE WELL SITE	\$1,967	\$2,016	\$2,076
12	ALTO WELL SITE	\$919	\$942	\$970
13	COTTONWOOD WELL SITE	\$591	\$606	\$624
14	BRISAS WELL SITE	\$421	\$431	\$444
	TOTAL COST	\$39,188	\$40,138	\$41,305
SECTION	POCKET PARKS	YEAR 1	YEAR 2	YEAR 3
15	LANDSCAPE MAINTENANCE & LITTER REMOVAL FOR BRISAS PARK NORTH	\$4,451	\$4,563	\$4,700
15a	OVER-SEED TURF AREAS AT BRISAS PARK NORTH	\$1,217	\$1,217	\$1,217
16	LANDSCAPE MAINTENANCE & LITTER REMOVAL FOR BRISAS PARK SOUTH	\$4,092	\$4,194	\$4,320
16a	OVER-SEED TURF AREAS AT BRISAS PARK SOUTH	\$921	\$921	\$921
17	LANDSCAPE MAINTENANCE & LITTER REMOVAL FOR SURRY PARK	\$10,365	\$10,625	\$10,943
17a	OVER-SEED TURF AREAS AT SURRY PARK	\$1,854	\$1,854	\$1,854
18	LANDSCAPE MAINTENANCE & LITTER REMOVAL FOR DREYFUS PARK	\$464	\$475	\$490
18a	OVER-SEED TURF AREAS AT DREYFUS PARK	\$87	\$87	\$87



LANDSCAPE MAINTENANCE & LITTER REMOVAL SERVICE CONTRACT

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19	LANDSCAPE MAINTENANCE & LITTER REMOVAL FOR DAHLIA PARK	\$1,722	\$1,765	\$1,818
19a	OVER-SEED TURF AREAS AT DAHLIA PARK	\$0	\$0	\$0
20	LANDSCAPE MAINTENANCE & LITTER REMOVAL FOR BUENA VIDA PARK	\$10,590	\$10,855	\$11,181
20a	OVER-SEED TURF AREAS AT BUENA VIDA PARK	\$2,289	\$2,289	\$2,289
21	LANDSCAPE MAINTENANCE & LITTER REMOVAL FOR PARQUE VERDE PARK	\$6,252	\$6,409	\$6,601
	TOTAL COST	\$44,304	\$45,254	\$46,421
SECTION	CITY RIGHT OF WAY	YEAR 1	YEAR 2	YEAR 3
22	ARIZONA BRISAS	\$15,407	\$15,792	\$16,266
23	DYSART PARK (A & B)	\$22,030	\$22,580	\$23,258
23c	OVER-SEED TURF AREA/DYSART PARK	\$545	\$545	\$545
24	DYSART & CACTUS	\$3,800	\$3,895	\$4,012
25	PARQUE VERDE (A THRU D)	\$10,696	\$10,964	\$11,293
26	BUENA VIDA (A & B)	\$11,680	\$11,972	\$12,331
27	THUNDERBIRD ROW	\$646	\$662	\$682
28	THUNDERBIRD MEDIANS (A & B)	\$2,897	\$2,969	\$3,058
29	DYSART MEDIANS (A & B)	\$473	\$485	\$499
30	CACTUS MEDIANS	\$6,777	\$6,946	\$7,154
31	THUNDERBIRD/GRAND AVE. AREA	\$14,042	\$14,393	\$14,825
32	GRAND AVENUE	\$19,205	\$19,685	\$20,276
	TOTAL COST	\$108,198	\$110,888	\$114,199
SECTION	TOTAL PROJECT ANNUAL COST	YEAR 1	YEAR 2	YEAR 3
ALL	ALL	\$267,594	\$273,727	\$281,269



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Exhibit A

AREA MAPS

1. Gateway Park – 10100 N El Mirage Road.
2. Gentry Park – 14000 N El Mirage Road.
3. Court/Senior Center – 14010 North El Mirage Road.
4. Library – 14011 N. 1st Avenue.
5. New Fire Station – 13601 N El Mirage Road.
6. Old Fire Station – 13513 N El Mirage Road.
7. Vacant site – Old PD Site, 14406 North Primrose Street.
8. City Hall – 12145 West Grand Avenue.
9. Customer Service – 14406 North Alto Street.
10. Canterbury Well Site – 12500 W Canterbury Drive.
11. Dietz Crane Well Site – 14995 N Dysart Road.
12. Alto Well Site – 12206 Well Street.
13. Cottonwood Well Site – 16401 N Nash Street.
14. Brisas Well Site –
15. Brisas Park North – 13055 N B Street.
16. Brisas Park South – 12325 N B Street.
17. Surry Park – Surry Avenue & 127th Drive.
18. Dreyfus Park – 12933 W Dreyfus Drive.
19. Dahlia Park – 12814 W Dahlia Drive.
20. Buena Vida Park – 12800 N 124th Lane.
21. Parque Verde Park – 13200 N 127th Avenue.
22. Arizona Brisas
23. Dysart Park
24. Dysart & Cactus
25. Parque Verde
26. Buena Vida
27. Thunderbird ROW
28. Thunderbird Medians
29. Dysart Medians
30. Cactus Medians
31. Thunderbird/Grand Ave. Area
32. Grand Avenue

City Parks Section

1. Gateway Park



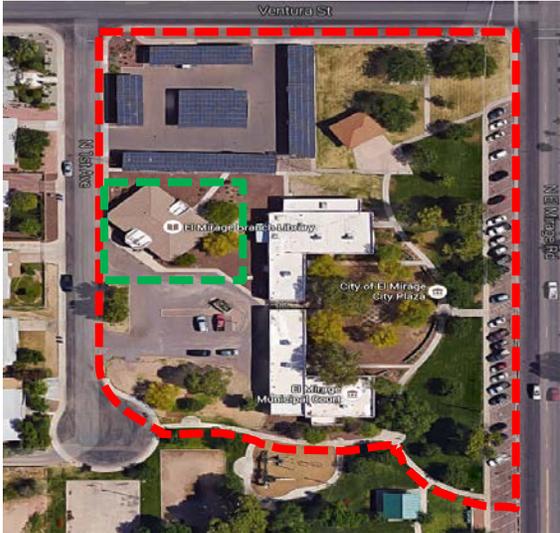
2. Gentry Park



City Facility Section

3. Court/Senior Center - - -

4. Library - - -



5. New Fire Department



6. Old Fire Department



7. Vacant Site - Old PD Site



8. City Hall



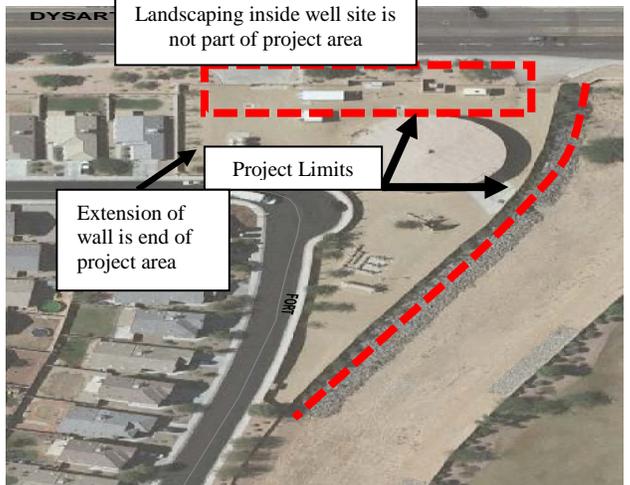
9. Customer Service



10. Canterbury Well Site



11. Dietz Crane Well Site



12. Alto Well Site



13. Cottonwood Well Site



14. Brisas Well



City Pocket Parks Section

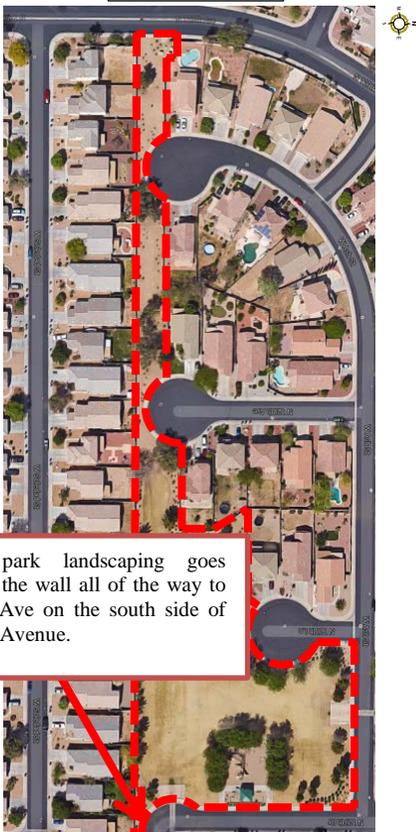
15. Brisas Park North



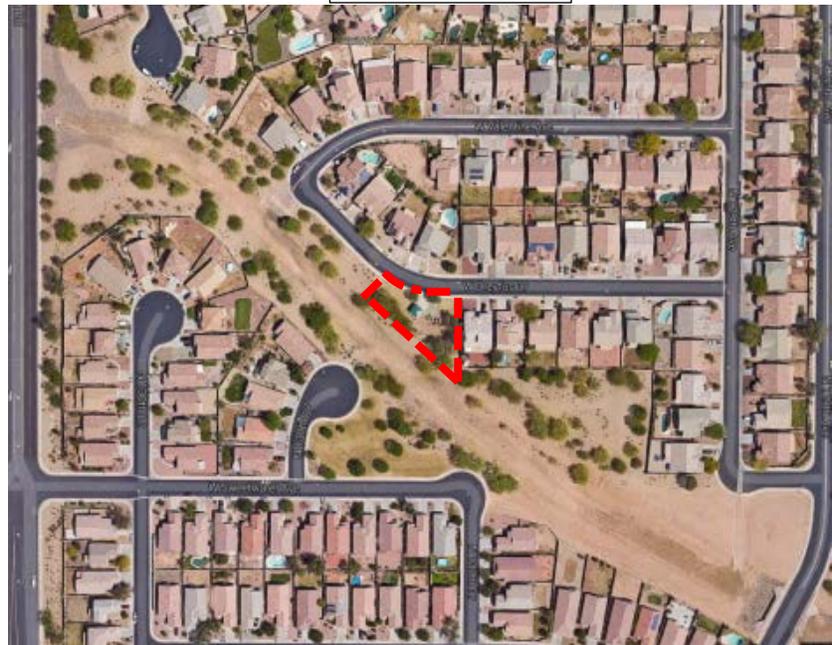
16. Brisas Park South



17. Surry

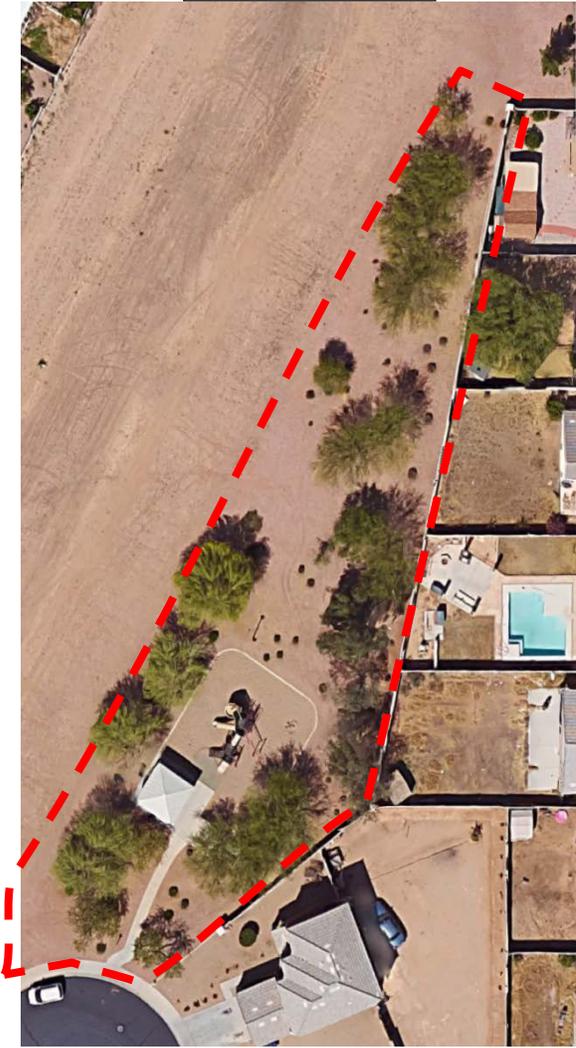


18. Dreyfus Park



The park landscaping goes along the wall all of the way to 127th Ave on the south side of Surry Avenue.

19. Dahlia Park



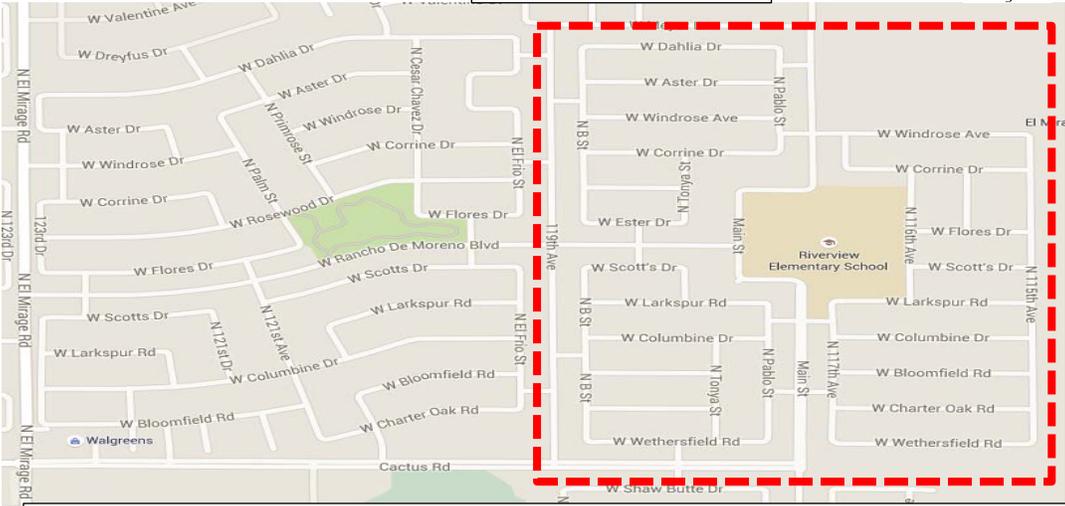
20. Buena Vida Park



21. Parque Verde Park

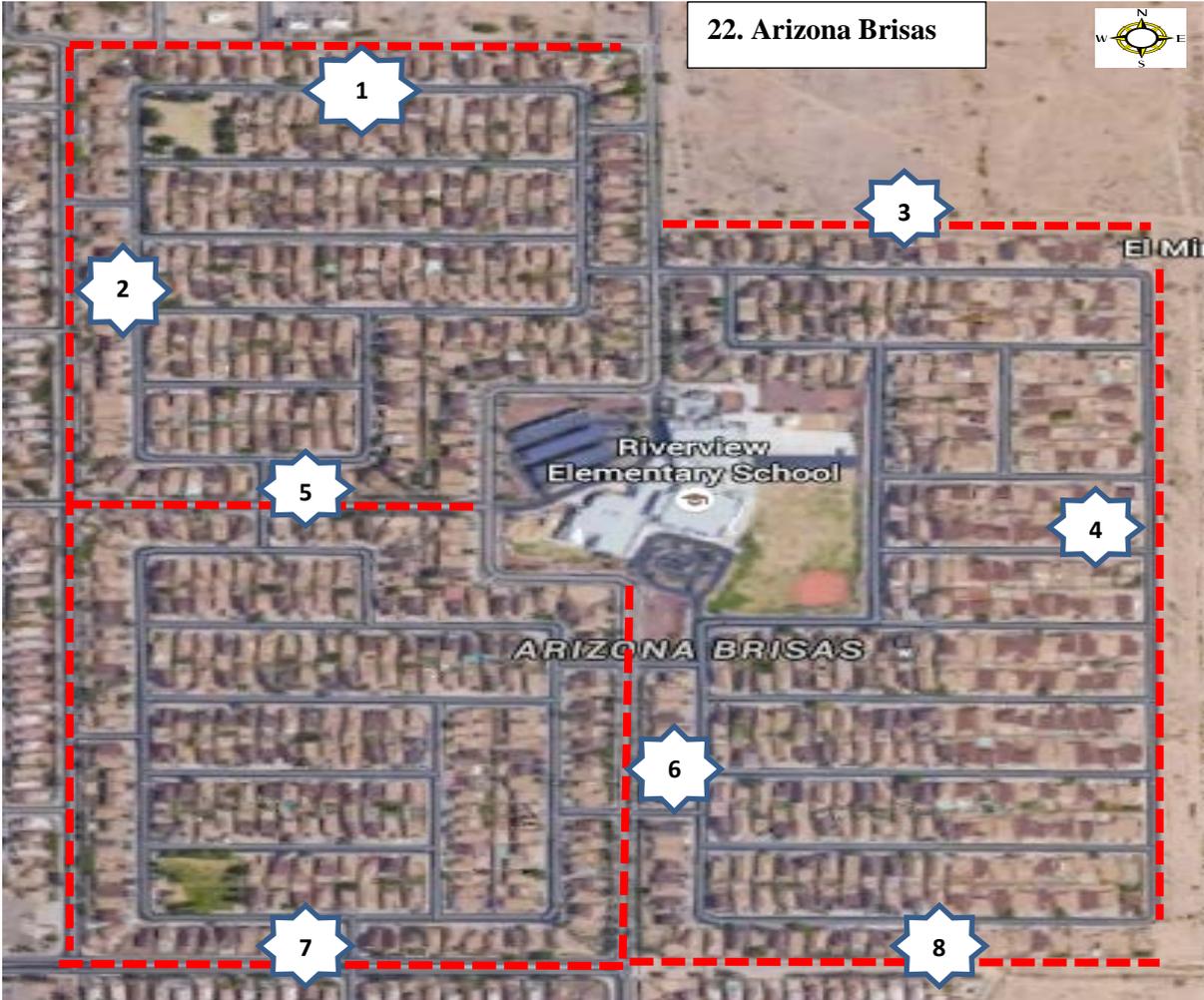


22. Arizona Brisas



Maintenance Area Descriptions

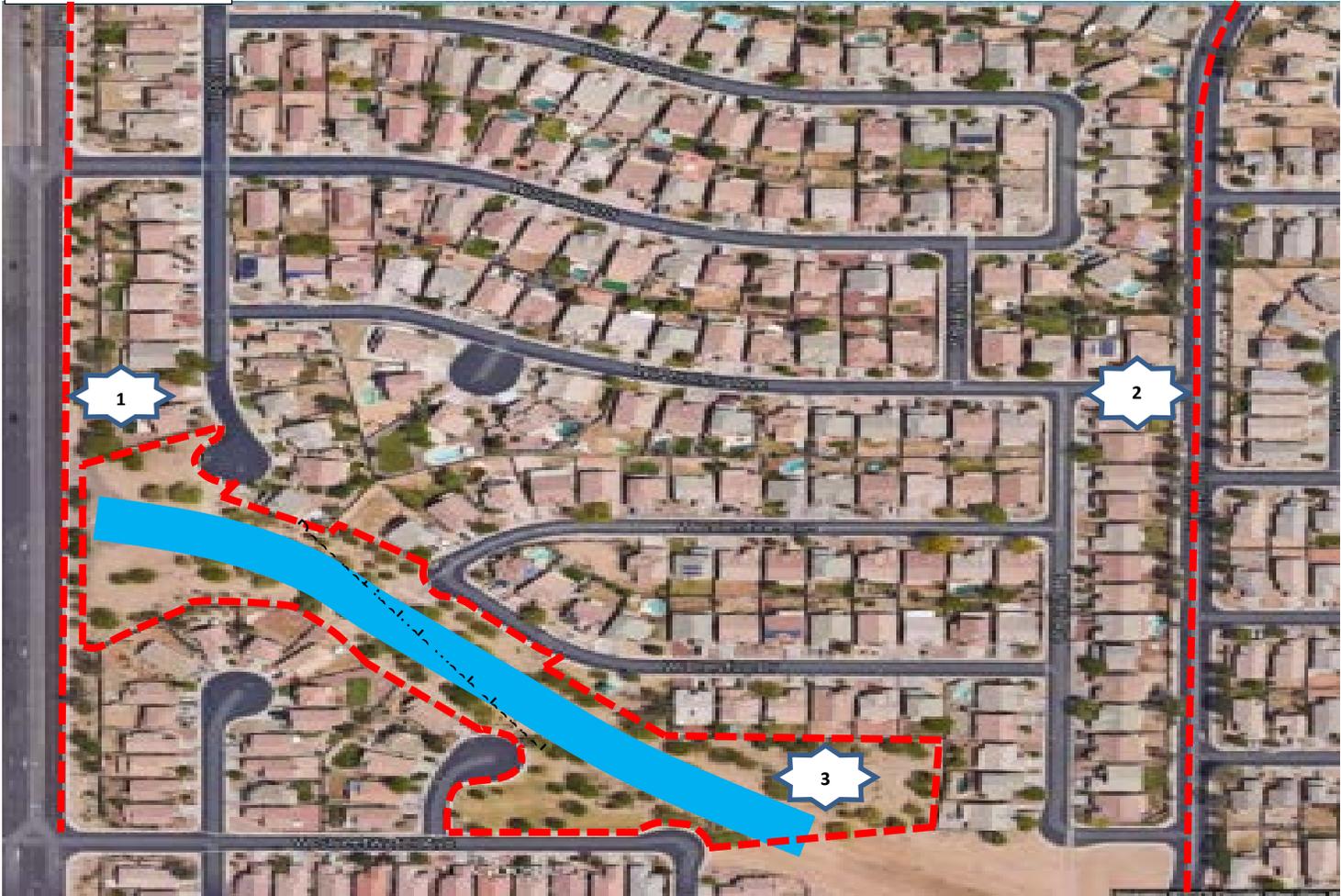
1. The south side of Meyer Ln. from 119th Ave. to Main St.
2. The east side of 119th Ave. from Meyer Ln., south to Cactus Rd.
3. The drainage canal and the area between drainage canal and wall from Main St. to east end of subdivision wall.
4. Maintain 15 feet from back of the curb east free of all weeds, trash, and debris.
5. Both sides of street and center medians.
6. Both sides of street and center medians but not the retention basin on school property.
7. Center median and north side of the street.
8. Drainage canal and area on north side of canal. From Main St., to the east end of the north side subdivision wall.



22. Arizona Brisas

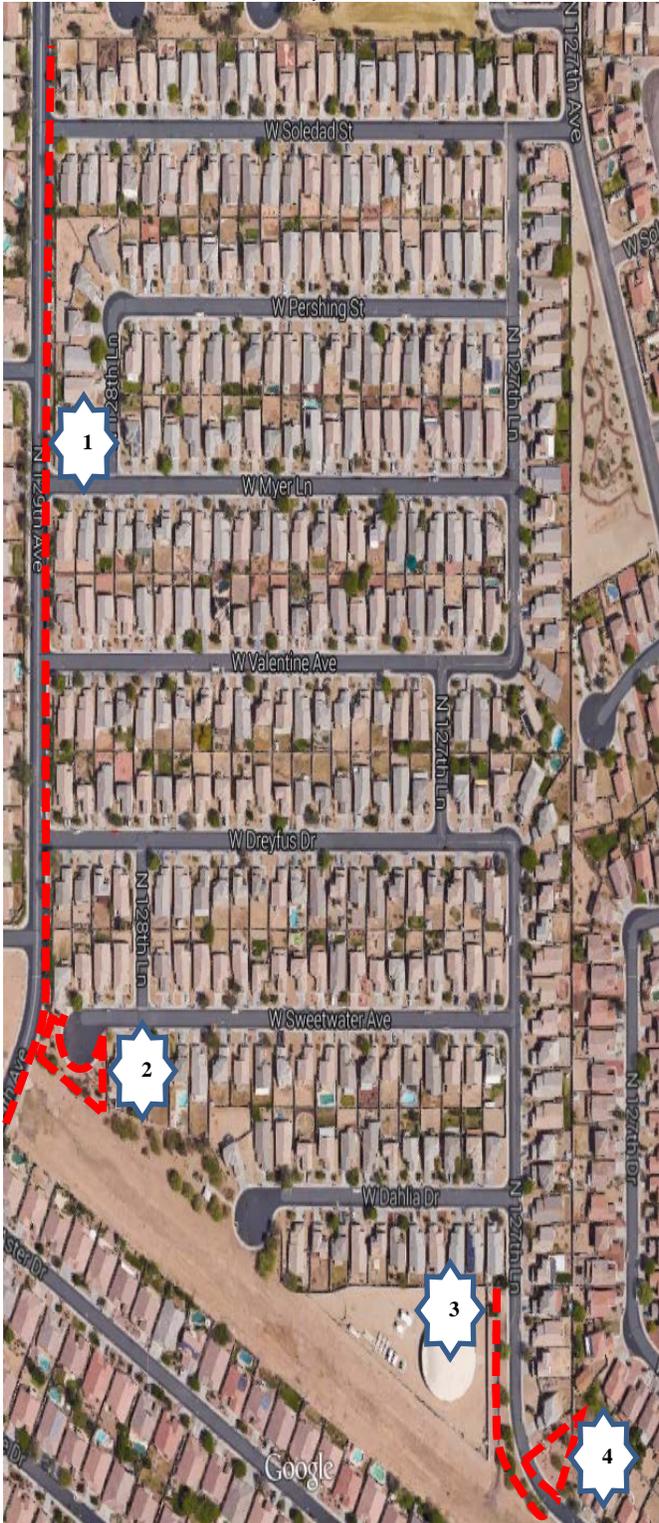


23B. Dysart Park



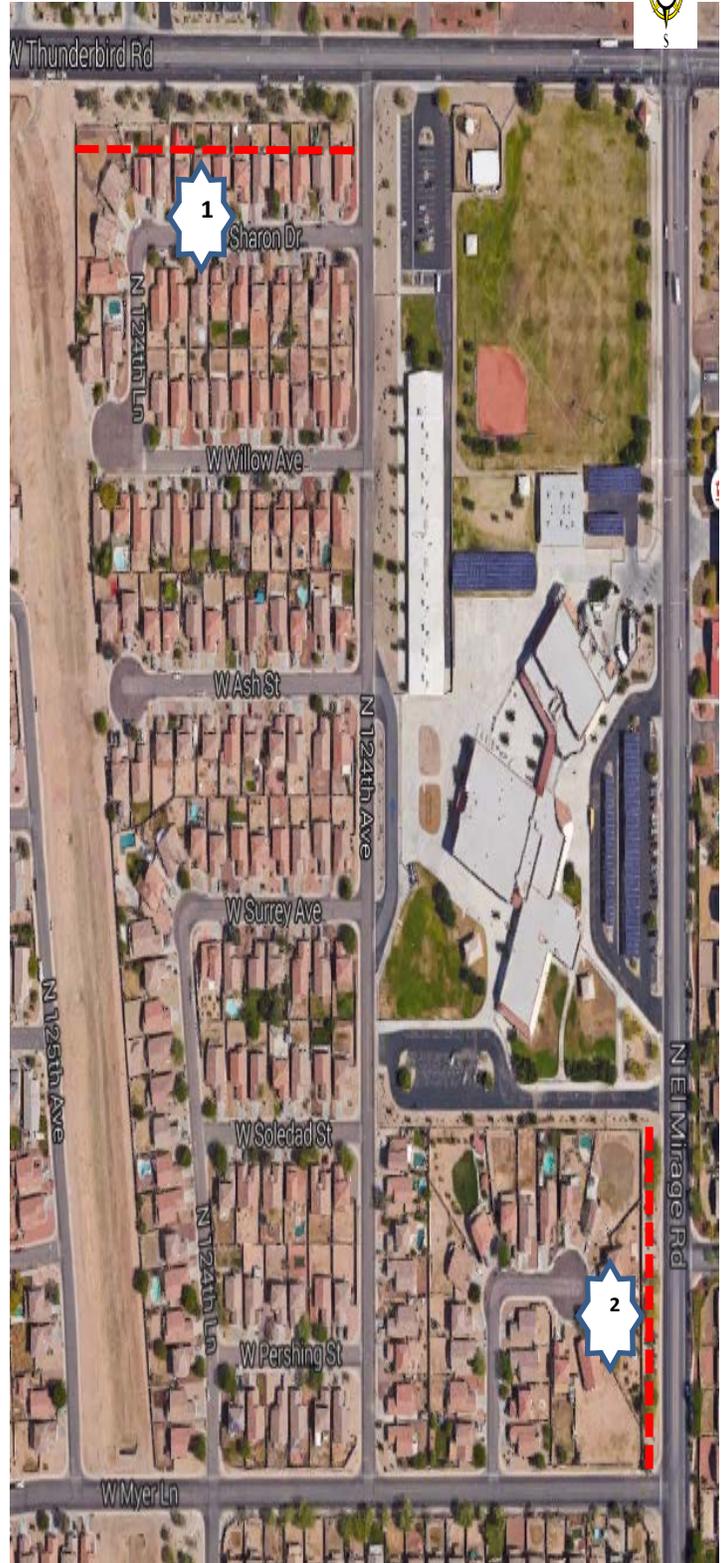
1. ROW landscaping along the east side of Dysart Rd. from the north end of the subdivision wall, south to the north side of Sweetwater Ave., including the entry features at Soledad St. (more than one map).
2. ROW landscaping along both sides of 129th Ave. from Thunderbird Rd., south to the wash (more than one map). One exception is the east side of 129th Ave. from the subdivision wall north of Soledad St., south to the wash. This is part of another area in the contract (Dysart & Cactus).
3. Landscaping and turf plus keeping the drainage structure clean of weeds and debris. It does not include the wash channel.

24. Dysart & Cactus



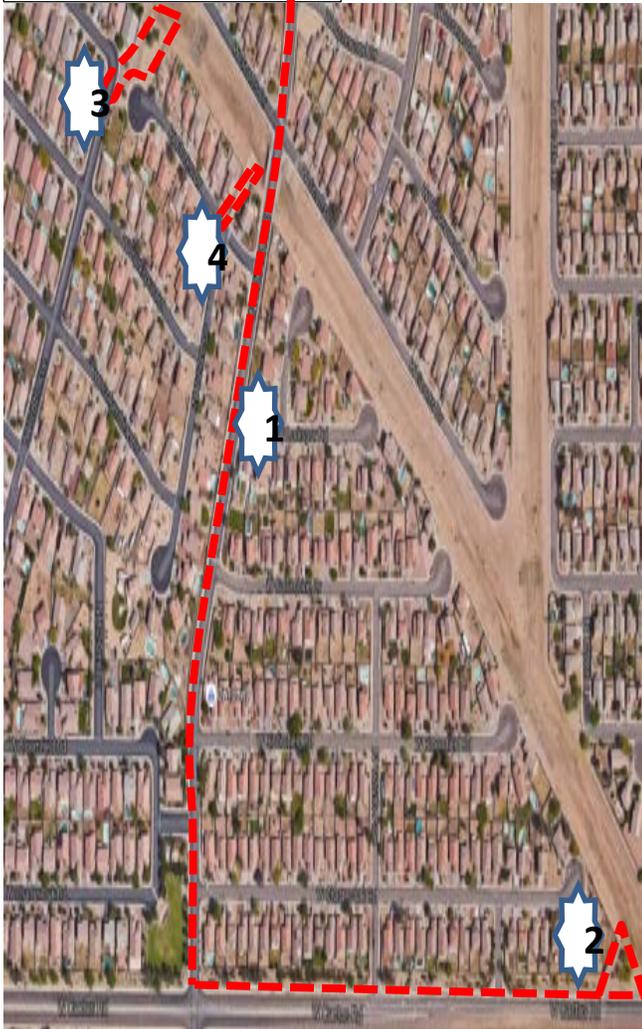
1. The east side of 129th Ave. from the subdivision wall north of Soledad St., south to the wash.
2. Landscaped area, not including wash channel
3. ROW landscaping all the way to the wall and up to the wash channel and keep the drainage structure clean of weeds and debris.
4. Landscaped area.

25A. Parque Verde



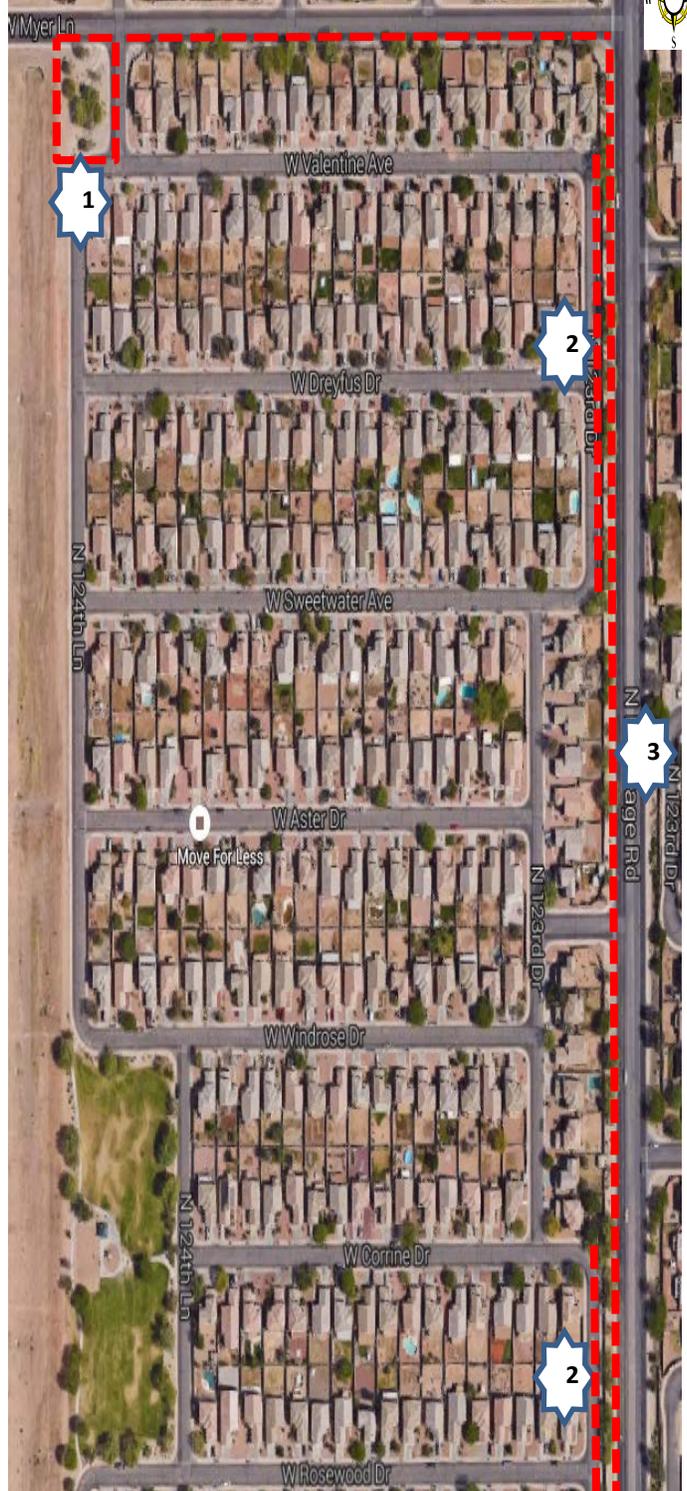
1. ROW landscaping along the south side of Thunderbird Rd. from the west end of the subdivision wall, east to 124th Ave.
2. ROW landscaping along the west side of El Mirage Rd. from Myer Ln., north to the school driveway.

25D. Parque Verde



1. ROW landscaping on both sides of 127th Ave. from Surry Ave., south to Cactus Rd. (more than one map) with the exception of the west side from Bloomfield south to Cactus Rd.
2. ROW Landscaping on the north side of Cactus Rd. from 127th Ave to the wash. It includes the landscaped triangle area at the end of the subdivision wall on the east end.
3. Landscaped area and the concrete drainage structure. Landscape maintenance and keep the drainage structure clear of weeds and debris.
4. Keep the drainage structure clear of weeds and debris.

26A. Buena Vida



1. Landscaped open area
2. ROW landscaping on the inside of the subdivision wall along 123rd Dr., including the triangle area at each end (more than one map).
3. ROW landscaping along El Mirage Rd. from the south side of Myer Ln., south to Cactus Rd. (more than one map).

26B. Buena Vida



1. ROW landscaping along El Mirage Rd. from the south side of Myer Ln., south to Cactus Rd. (more than one map).
2. ROW landscaping on the inside of the subdivision wall along 123rd Dr., including the triangle area at each end (more than one map).
3. Landscaped open area
4. ROW landscaping along the west side of 123rd Ln. from Cactus Road north to Bloomfield Rd. and the landscaped open area.
5. ROW and open area landscaping on the north side of Cactus Rd. from El Mirage Rd., east to 123rd Ln.

27. Thunderbird ROW



Concrete border is project limit

28A. Thunderbird Medians



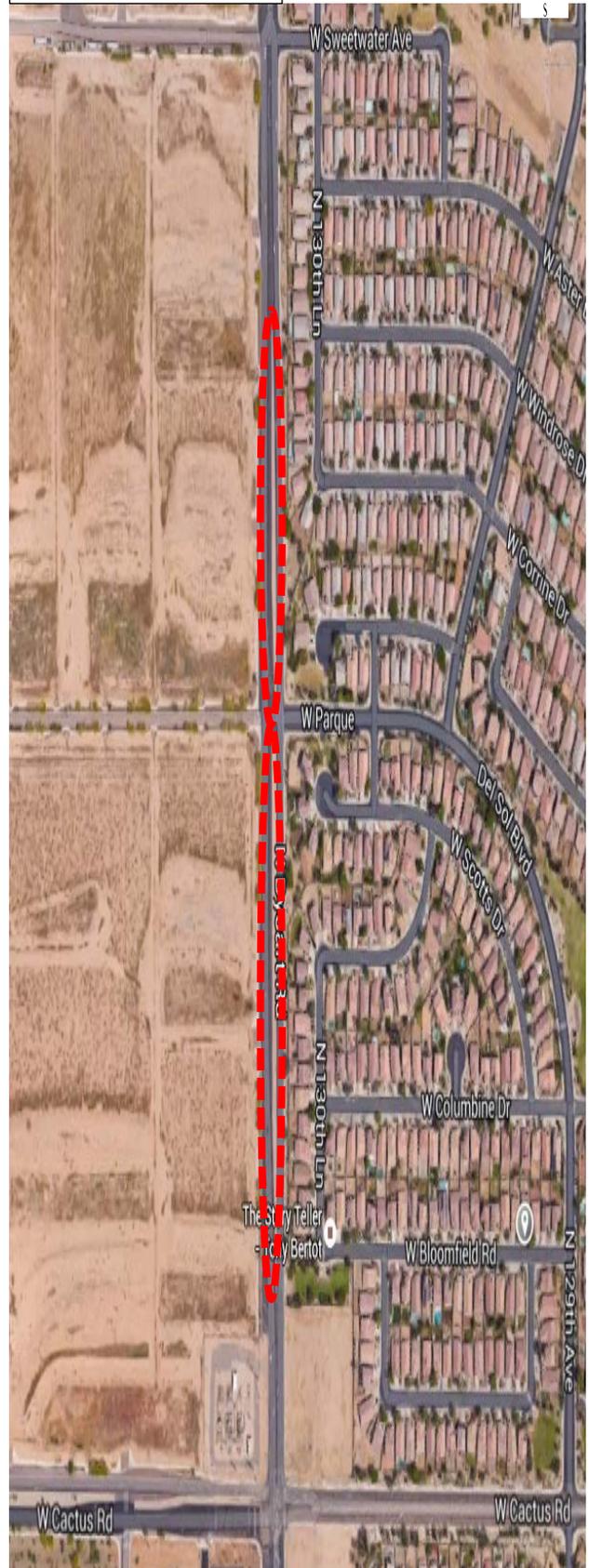
28B. Thunderbird Medians



29. Dysart Medians



29. Dysart Medians



30. Cactus Medians



31. Thunderbird/Grand Ave. Area



32A. Grand Ave.



Thompson Ranch Road

ROW area is 10 ft. from back of the curb.



32B. Grand Ave.



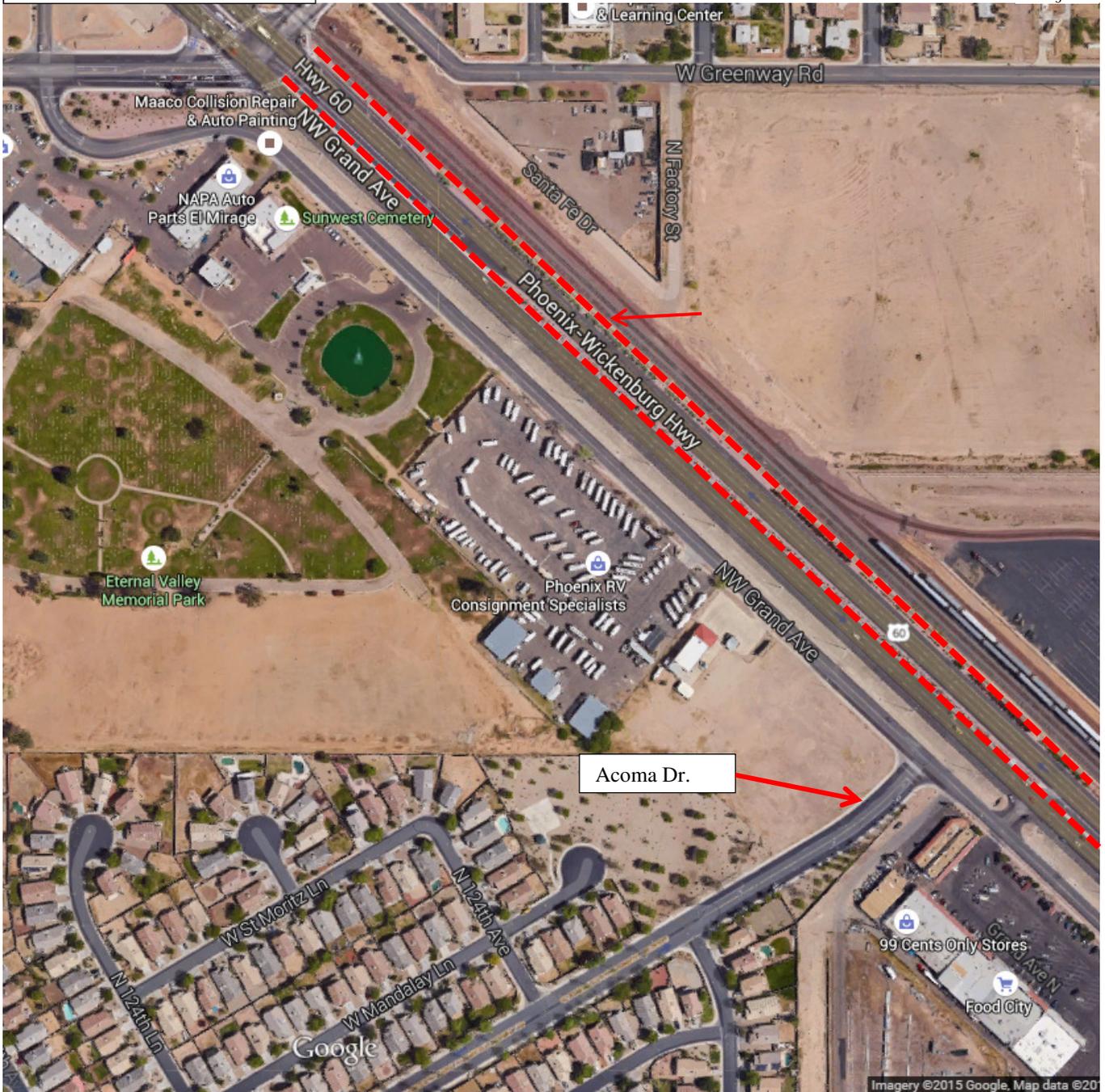
Primrose St.

ROW area is 10 ft. from back of the curb.

Thompson Ranch Road



32D. Grand Ave.





LANDSCAPE MAINTENANCE & LITTER REMOVAL SERVICE CONTRACT

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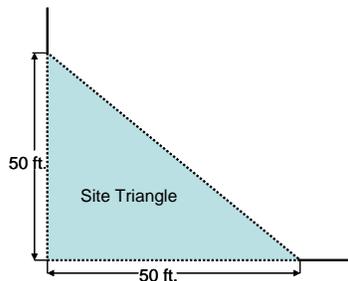
Phone: (623) 876-2956
Fax: (623) 972-8110

Exhibit B

MOWING FREQUENCIES		
	Non Over-Seeded	Over-Seeded
January	1	4
February	1	4
March	2	4
April	5	5
May	4	4
June	4	4
July	5	5
August	4	4
September	4	4
October	2	3
November	1	3
December	1	5
TOTAL	34	49

Mowing frequencies are based on a Thursday mowing schedule. Days per month may vary based on the mowing day but total mowing days must be met.

Exhibit C



Landscape Maintenance and Litter Removal

PW15-LM05 - PW15-LM08 & OPTIONAL ALTERNATE AWARD

Bid Opening: Monday, October 5, 2015 2:00PM

CITY PARKS				
VENDOR	PW15-LM05 YEAR 1	PW15-LM05 YEAR 2	PW15-LM05 YEAR 3	RANK
VENDOR 1	\$76,594.41	\$78,892.24	\$81,259.01	2
VENDOR 2	\$113,429.00	\$117,871.00	\$122,446.00	3
CARESCAPE	\$75,904.00	\$77,447.00	\$79,344.00	1
VENDOR 3	NB	NB	NB	N/A

CITY FACILITIES				
VENDOR	PW15-LM06 YEAR 1	PW15-LM06 YEAR 2	PW15-LM06 YEAR 3	RANK
VENDOR 1	\$32,638.11	\$33,617.25	\$34,625.77	1
VENDOR 2	NB	NB	NB	N/A
CARESCAPE	\$39,188.00	\$40,137.00	\$41,305.00	2
VENDOR 3	\$53,500.00	\$55,200.00	\$56,800.00	3

POCKET PARKS				
VENDOR	PW15-LM07 YEAR 1	PW15-LM07 YEAR 2	PW15-LM07 YEAR 3	RANK
VENDOR 1	\$54,783.74	\$56,427.26	\$58,070.77	2
VENDOR 2	\$68,474.00	\$70,465.00	\$72,520.00	3
CARESCAPE	\$44,306.00	\$45,254.00	\$46,421.00	1
VENDOR 3	\$83,650.00	\$85,950.00	\$88,250.00	4

CITY RIGHT OF WAYS				
VENDOR	PW15-LM08 YEAR 1	PW15-LM08 YEAR 2	PW15-LM08 YEAR 3	RANK
VENDOR 1	\$148,904.58	\$153,371.71	\$157,838.85	2
VENDOR 2	NB	NB	NB	N/A
CARESCAPE	\$108,196.00	\$110,888.00	\$114,198.00	1
VENDOR 3	NB	NB	NB	N/A

COMBINED ALL FOUR PROJECTS				
VENDOR	ALTERNATE TOTAL YEAR 1	ALTERNATE TOTAL YEAR 2	ALTERNATE TOTAL YEAR 3	RANK
CARESCAPE	\$267,594.00	\$273,727.00	\$281,269.00	1
VENDOR 1	\$302,523.00	\$311,567.00	\$320,668.00	2
VENDOR 2	NB	NB	NB	N/A
VENDOR 3	NB	NB	NB	N/A

Landscape Maintenance Contract Line Item Cost

Line Item	Beginning Balance	Contractor Cost	Ending Balance
Streets 21-400-313	\$242,000	\$152,502	\$89,498
Parks 10-521-313	\$97,000	\$75,904	\$21,096
Facilities 10-522-313	\$119,500	\$29,378	\$90,122
Water 53-403-313	\$112,500	\$9,204	\$103,296
Library 10-522-392	\$10,000	\$606	\$9,394

\$267,594