

**AGREEMENT FOR
AQUIFER RECHARGE FACILITY LANDSCAPE SERVICES
City of Glendale Solicitation No. RFP 16-54**

This Agreement for Aquifer Recharge Facility Landscape Services ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and Handyman Maintenance, Inc. (HMI), an Arizona corporation, (the "Contractor"), as of the ____ day of _____, 2016.

RECITALS

- A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, pursuant to Solicitation No. 16-54 (the "Project");
- B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project attached hereto;
- C. City and Contractor desire to memorialize their agreement with this document.

AGREEMENT

In consideration of the Recitals, which are confirmed as true and correct and incorporated by this reference, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, City and Contractor agree as follows:

1. Key Personnel; Sub-contractors.

- 1.1 Services. Contractor will provide all services necessary to assure the Project is completed timely and efficiently consistent with Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other contractors or consultants, retained by City.
- 1.2 Project Team.
 - a. Project Manager.
 - (1) Contractor will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's option, complete the Project and handle all aspects of the Project such that the work produced by Contractor is consistent with applicable standards as detailed in this Agreement;
 - (2) The City must approve the designated Project Manager; and
 - (3) To assure the Project schedule is met, Project Manager may be required to devote no less than a specific amount of time as set out in Exhibit A.
 - b. Project Team.
 - (1) The Project Manager and all other employees assigned to the project by Contractor will comprise the "Project Team."
 - (2) Project Manager will have responsibility for and will supervise all other employees assigned to the Project by Contractor.
 - c. Discharge, Reassign, Replacement.
 - (1) Contractor acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in the response to the Project's solicitation.

- (2) Contractor will not discharge, reassign or replace or diminish the responsibilities of any of the employees assigned to the Project who have been approved by City without City's prior written consent unless that person leaves the employment of Contractor, in which event the substitute must first be approved in writing by City.
- (3) Contractor will change any of the members of the Project Team at the City's request if an employee's performance does not equal or exceed the level of competence that the City may reasonably expect of a person performing those duties or if the acts or omissions of that person are detrimental to the development of the Project.

d. Sub-contractors.

- (1) Contractor may engage specific technical contractor (each a "Sub-contractor") to furnish certain service functions.
- (2) Contractor will remain fully responsible for Sub-contractor's services.
- (3) Sub-contractors must be approved by the City, unless the Sub-contractor was previously mentioned in the response to the solicitation.
- (4) Contractor shall certify by letter that contracts with Sub-contractors have been executed incorporating requirements and standards as set forth in this Agreement.

2. **Schedule.** The services will be undertaken in a manner that ensures the Project is completed timely and efficiently in accordance with the Project.

3. **Contractor's Work.**

3.1 Standard. Contractor must perform services in accordance with the standards of due diligence, care, and quality prevailing among contractors having substantial experience with the successful furnishing of services for projects that are equivalent in size, scope, quality, and other criteria under the Project and identified in this Agreement.

3.2 Licensing. Contractor warrants that:

- a. Contractor and Sub-contractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of services ("Approvals"); and
- b. Neither Contractor nor any Sub-contractor has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").
 - (1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments or to examine Contractor's contracting ability.
 - (2) Contractor must notify City immediately if any Approvals or Debarment changes during the Agreement's duration and the failure of the Contractor to notify City as required will constitute a material default under the Agreement.

3.3 Compliance. Services will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, and other standards and criteria designated by City.

Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

3.4 Coordination; Interaction.

- a. For projects that the City believes requires the coordination of various professional services, Contractor will work in close consultation with City to proactively interact with any other professionals retained by City on the Project ("Coordinating Project Professionals").
- b. Subject to any limitations expressly stated in the Project Budget, Contractor will meet to review the Project, Schedule, Project Budget, and in-progress work with Coordinating Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.
- c. For projects not involving Coordinating Project Professionals, Contractor will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

3.5 Work Product.

- a. Ownership. Upon receipt of payment for services furnished, Contractor grants to City, and will cause its Sub-contractors to grant to the City, the exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.*, and other intellectual work product as may be applicable ("Work Product").
 - (1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.
 - (2) Contractor warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.
- b. Delivery. Contractor will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.
- c. City Use.
 - (1) City may reuse the Work Product at its sole discretion.
 - (2) In the event the Work Product is used for another project without further consultations with Contractor, the City agrees to indemnify and hold Contractor harmless from any claim arising out of the Work Product.
 - (3) In such case, City shall also remove any seal and title block from the Work Product.

4. **Compensation for the Project.**

- 4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed \$165,000 for the entire term of this Agreement, including all extensions, as specifically detailed in **Exhibit B** (the "Compensation").
- 4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated scope of services as outlined in the Project is significantly modified.
 - a. Adjustments to the Compensation require a written amendment to this Agreement and may require City Council approval.
 - b. Additional services which are outside the scope of the Project contained in this Agreement may not be performed by the Contractor without prior written authorization from the City.
 - c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in

the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.

5. Billings and Payment.

5.1 Applications.

- a. Contractor will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.
- b. The period covered by each Payment Application will be one calendar month ending on the last day of the month or as specified in the solicitation.

5.2 Payment.

- a. After a full and complete Payment Application is received, City will process and remit payment within 30 days.
- b. Payment may be subject to or conditioned upon City's receipt of:
 - (1) Completed work generated by Contractor and its Sub-contractors; and
 - (2) Unconditional waivers and releases on final payment from Sub-contractors as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

5.3 Review and Withholding. City's Project Manager will timely review and certify Payment Applications.

- a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.
- b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

6. Termination.

6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than 30 days following the date of delivery.

- a. Contractor will be equitably compensated for Goods or Services furnished prior to receipt of the termination notice and for reasonable costs incurred.
- b. Contractor will also be similarly compensated for any approved effort expended and approved costs incurred that are directly associated with project closeout and delivery of the required items to the City.

6.2 For Cause. City may terminate this Agreement for cause if Contractor fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

- a. Contractor will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Contractor for Service and Repair furnished, City will pay the amount due to Contractor, less City's damages, in accordance with the provision of § 5.
- b. If City's direct damages exceed amounts otherwise due to Contractor, Contractor must pay the difference to City immediately upon demand; however, Contractor will not be subject to consequential damages of more than \$1,000,000 or the amount of this Agreement, whichever is greater.

7. **Conflict.** Contractor acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.

8. **Insurance.**

8.1 Requirements. Contractor must obtain and maintain the following insurance ("Required Insurance"):

- a. Contractor and Sub-contractors. Contractor, and each Sub-contractor performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively referred to herein as the "Contractor's Policies"), until each Party's obligations under this Agreement are completed.
- b. General Liability.
 - (1) Contractor must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate for each property damage and contractual property damage.
 - (2) Sub-contractors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least \$1,000,000 per occurrence.
 - (3) This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, XCU hazards if requested by the City, and a separation of insurance provision.
 - (4) These limits may be met through a combination of primary and excess liability coverage.
- c. Auto. A business auto policy providing a liability limit of at least \$1,000,000 per accident for Contractor and \$1,000,000 per accident for Sub-contractors and covering owned, non-owned and hired automobiles.
- d. Workers' Compensation and Employer's Liability. A workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.
- e. Notice of Changes. Contractor's Policies must provide for not less than 30 days' advance written notice to City Representative of:
 - (1) Cancellation or termination of Contractor or Sub-contractor's Policies;
 - (2) Reduction of the coverage limits of any of Contractor or and Sub-contractor's Policies; and
 - (3) Any other material modification of Contractor or Sub-contractor's Policies related to this Agreement.
- f. Certificates of Insurance.
 - (1) Within 10 business days after the execution of the Agreement, Contractor must deliver to City Representative certificates of insurance for each of Contractor and Sub-contractor's Policies, which will confirm the existence or issuance of Contractor and Sub-contractor's Policies in accordance with the provisions of this section, and copies of the endorsements of Contractor and Sub-contractor's Policies in accordance with the provisions of this section.
 - (2) City is and will be under no obligation either to ascertain or confirm the existence or issuance of Contractor and Sub-contractor's Policies, or to examine Contractor and Sub-contractor's Policies, or to inform Contractor or Sub-contractor in the event that any coverage does not comply with the requirements of this section.

- (3) Contractor's failure to secure and maintain Contractor Policies and to assure Sub-contractor policies as required will constitute a material default under the Agreement.
- g. Other Contractors or Vendors.
 - (1) Other contractors or vendors that may be contracted with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular contract.
 - (2) This insurance coverage must comply with the requirements set forth above for Contractor's Policies (e.g., the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance).
- h. Policies. Except with respect to workers' compensation and employer's liability coverages, City must be named and properly endorsed as additional insureds on all liability policies required by this section.
 - (1) The coverage extended to additional insureds must be primary and must not contribute with any insurance or self insurance policies or programs maintained by the additional insureds.
 - (2) All insurance policies obtained pursuant to this section must be with companies legally authorized to do business in the State of Arizona and reasonably acceptable to all parties.

8.2 Sub-contractors.

- a. Contractor must also cause its Sub-contractors to obtain and maintain the Required Insurance.
- b. City may consider waiving these insurance requirements for a specific Sub-contractor if City is satisfied the amounts required are not commercially available to the Sub-contractor and the insurance the Sub-contractor does have is appropriate for the Sub-contractor's work under this Agreement.
- c. Contractor and Sub-contractors must provide to the City proof of the Required Insurance whenever requested.

8.3 Indemnification.

- a. To the fullest extent permitted by law, Contractor must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties"), for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense"; collectively, "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Contractor) and that arises out of or results from the breach of this Agreement by the Contractor or the Contractor's negligent actions, errors or omissions (including any Sub-contractor or other person or firm employed by Contractor), whether sustained before or after completion of the Project.
- b. This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Contractor shall be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Contractor or of any person or entity for whom Contractor is responsible.

- c. Contractor is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

9. **E-verify, Records and Audits.** To the extent applicable under A.R.S. § 41-4401, the Contractor warrant their compliance and that of its subcontractors with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Contractor or subcontractor's breach of this warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the City under the terms of this Agreement. The City retains the legal right to randomly inspect the papers and records of the other party to ensure that the other party is complying with the above-mentioned warranty. The Contractor and subcontractor warrant to keep their respective papers and records open for random inspection during normal business hours by the other party. The parties shall cooperate with the City's random inspections, including granting the inspecting party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

10. **No Boycott of Israel.** The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.

11. **Notices.**

11.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:

- a. The Notice is in writing; and
- b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested); and
- c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:
 - (1) Received on a business day, or before 5:00 p.m., at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service on or before 5:00 p.m.; or
 - (2) As of the next business day after receipt, if received after 5:00 p.m.
- d. The burden of proof of the place and time of delivery is upon the Party giving the Notice; and
- e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

11.2 Representatives.

- a. Contractor. Contractor's representative (the "Contractor's Representative") authorized to act on Contractor's behalf with respect to the Project, and his or her address for Notice delivery is:

Handyman Maintenance, Inc. (HMI)
c/o Steve Adams, President
4714 N. 43rd Ave
Phoenix, AZ 85031
Stevea@hmiofaz.com
602-307-0040

- b. City. City's representative ("City's Representative") authorized to act on City's behalf, and his or her address for Notice delivery is:

City of Glendale

c/o Connie Schneider
5850 W Glendale Ave #317
Glendale, Arizona 85301
623-930-2868
CSchneider@glendaleaz.com

With required copy to:

City Manager
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

City Attorney
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

c. **Concurrent Notices.**

- (1) All notices to City's representative must be given concurrently to City Manager and City Attorney.
- (2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by City Manager and City Attorney.
- (3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Contractor identifying the designee(s) and their respective addresses for notices.

d. **Changes.** Contractor or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

12. Financing Assignment. City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the Project.

13. Entire Agreement; Survival; Counterparts; Signatures.

13.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and Contractor and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.

- a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
- b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.
- c. The solicitation, any addendums and the response submitted by the Contractor are incorporated into this Agreement as if attached hereto. Any Contractor response modifies the original solicitation as stated. Inconsistencies between the solicitation, any addendums and the response or any excerpts attached as Exhibit A and this Agreement will be resolved by the terms and conditions stated in this Agreement.

13.2 Interpretation.

- a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.
- b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.
- c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

- 13.3 **Survival.** Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.
- 13.4 **Amendment.** No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval. Electronic signature blocks do not constitute execution.
- 13.5 **Remedies.** All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.
- 13.6 **Severability.** If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be deemed reformed to conform to applicable law.
- 13.7 **Counterparts.** This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.
14. **Term.** The term of this Agreement commences upon the effective date and continues for a one (1)-year initial period. The City may, at its option and with the approval of the Contractor, extend the term of this Agreement an additional four (4) years, renewable on an annual basis. Contractor will be notified in writing by the City of its intent to extend the Agreement period at least thirty (30) calendar days prior to the expiration of the original or any renewal Agreement period. Price adjustments will only be reviewed during the Agreement renewal period and any such price adjustment will be a determining factor for any renewal. There are no automatic renewals of this Agreement.
15. **Dispute Resolution.** Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered according to the American Arbitration Association's Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.
16. **Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.
- | | |
|-----------|--------------|
| Exhibit A | Project |
| Exhibit B | Compensation |

(Signatures appear on the following page.)

The parties enter into this Agreement as of the effective date shown above.

City of Glendale,
an Arizona municipal corporation

By: Kevin R. Phelps
Its: City Manager

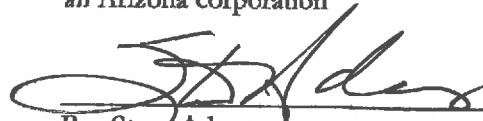
ATTEST:

Julie K. Bower
City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

Handyman Maintenance, Inc.,
an Arizona corporation



By: Steve Adams
Its: President

EXHIBIT A
AQUIFER RECHARGE FACILITY LANDSCAPE SERVICES
PROJECT

As detailed on the attached RFP and HMI response.



CITY OF GLENDALE MATERIALS MANAGEMENT REQUEST FOR PROPOSAL

SOLICITATION NUMBER: RFP 16-54

DESCRIPTION: AQUIFER RECHARGE FACILITY LANDSCAPE SERVICES

PUBLISHED DATE: JUNE 2, 2016

OFFER DUE DATE AND TIME: JUNE 28, 2016 2:00pm local time

PRE-OFFER CONFERENCE: JUNE 14, 2016 AT 10:00 AM
The pre-offer conference will be held at City of Glendale, 5850 W. Glendale Avenue– Municipal Building, Third Floor, Conference Room 3A, Glendale, AZ 85301
Attendance is not required.

SUBMITTAL LOCATION: City of Glendale
Materials Management
5850 West Glendale Avenue, Suite 317
Glendale, Arizona 85301

Proposals must be in the actual possession of Materials Management on or prior to the time and date, and at the location indicated. Materials Management is located on the third (3rd) floor of the Glendale Municipal Office Complex (City Hall) in the Engineering Department. Proposals are accepted from the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, unless otherwise indicated for a holiday. All proposals will be received and time/date stamped at the Engineering Department's window. Late proposals will not be considered.


Proposals must be submitted in a sealed envelope with the Solicitation Number and the Offeror's name and address clearly indicated on the envelope. See **Paragraph 2.3 for additional instructions for preparing an offer.**

Proposals shall be opened publicly at the time, place and location designated on this page. Only the name of each Offeror shall be publicly read and recorded. All other information contained in the proposals shall be confidential so as to avoid disclosure of contents prejudicial to competing Offerors.


OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

For questions regarding this solicitation contact:

Connie Schneider, C.P.M.
5850 W Glendale Ave, Suite 317
Glendale, AZ 85301
623-930-2868
CSchneider@glendaleaz.com

	<p align="center">City of Glendale Materials Management Solicitation Number: RFP 16-54 Aquifer Recharge Facility Landscape Services</p>	<p align="center">CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</p>
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1.0 SPECIFICATIONS


1.1 INTRODUCTION

1.1.1 The City of Glendale (City) intends to enter into a contract with a qualified Contractor to conduct regular maintenance and upkeep of the City's Water Services Aquifer Recharge Facility (ARF). All work specified shall be completed under the direction and satisfaction of the Water Services Department.

1.1.2 The Aquifer Recharge Facility is a 40-acre City-owned facility located at 11719 W. Glendale Ave., Glendale, AZ 85307. It includes pipelines that deliver treated wastewater effluent to basins that replenish the Glendale's groundwater supply. (See basins 1 through 5 on Exhibit 1).

1.2 SCOPE OF WORK – Contractor shall:

- 1.2.1** Furnish all labor, materials, supplies and equipment as necessary to perform the facility maintenance services defined in this Scope of Work;
- 1.2.2** Have at least two (2) years of experience in providing facility maintenance services;
- 1.2.3** Maintain active status all Federal, State, County and Local licenses and permits required to operate the Contractor's business;
- 1.2.4** Comply with Occupational Safety and Health Administration (OSHA) standards during the performance of all contracted services;
- 1.2.5** Perform all work during daylight hours, Monday through Friday. The City observes the following holidays: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving and Christmas;
- 1.2.6** Comply with all Federal, State, local laws, regulations, permits, standards and ordinances pertaining to environmental protection for materials, techniques, and processes used under this Scope of Work. Failure to comply shall be sufficient grounds for non-payment and immediate termination of contract.
- 1.2.7** Have a Field Supervisor available during working hours to coordinate with the City.

	<p style="text-align: center;">City of Glendale Materials Management Solicitation Number: RFP 16-54 Aquifer Recharge Facility Landscape Services</p>	<p>CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</p>
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1.2.8 SCHEDULE - Comply with the following scheduled of services:

1.2.8.1 Weekly Maintenance - Contractor shall:

- a) Mechanically remove all organic and vegetative materials within the fenced area of the ARF including the aquifer recharge basins, basin berms and walls, along fence lines, retention areas, and roads.
- b) Remove vegetation and debris from the grounds in and around the front gate area leading into ARF during every visit.
- c) Restore berm materials eroded into the basin to maintain erosion control (see Exhibit 1). Manual/mechanical means shall be the only approved method of removal (no chemicals shall be used).
- d) Remove and dispose of all debris generated from this work.

1.2.8.2 Seasonal Maintenance (Months of June, August, November and March) - Ripping and Grading of Basins – Contractor shall:


- a) Rip all basin beds to a depth of 12” (not exceeding 15”) making two (2) perpendicular passes and one (1) diagonal pass.
- b) Upon completion of ripping, grading may be required to restore a relatively flat basin bed. This task shall be coordinated with the Western Area Water Reclamation Facility Supervisor or their designee to avoid damage to underground basin piping.
- c) Remove and dispose of all debris generated from this work.

1.2.8.3 Schedule Changes –

- a) City of Glendale work hours may vary to accommodate seasonal change;
- b) No work will be performed on weekends without prior approval of the ARF Supervisor.
- c) The ARF Supervisor shall coordinate with the Contractor to determine if the Contractor will need to work on any of the specified holidays.

1.2.9 EROSION CONTROL – Contractor shall:

- 1.2.9.1** Upon request by the City, maintain the integrity of the basin side slopes by removing river rock materials from the basin beds and placing them on the basin side slopes. This shall include repairing, and re-shaping basin side slopes and ramps, as necessary.
- 1.2.9.2** Remove and dispose of all debris generated from this work.
- 1.2.9.3** Supply labor and equipment (tractor, front end loader, etc) as necessary to perform the contracted services.


	<p style="text-align: center;">City of Glendale Materials Management Solicitation Number: RFP 16-54 Aquifer Recharge Facility Landscape Services</p>	<p style="text-align: center;">CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</p>
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1.2.10 HAZARD AND SAFETY REPORTING – Contractor shall:

- 1.2.10.1 During the normal work hours, obtain emergency medical care for any member of the public who is in need of such care, due to illness or injury occurring on the work site;
- 1.2.10.2 Cooperate fully with the City in the investigation of any accidental injury or death occurring on site, including immediate verbal notification and written report within one day thereof to the City ARF Supervisor, or designee, if the accident or death occurs while onsite performing the contracted activities.
- 1.2.10.3 Report all hazardous conditions in the City contract areas to the City ARF Supervisor, or designee immediately;
- 1.2.10.4 Comply with all applicable environmental regulations including but not limited to those required by Environmental Protection Agency, Arizona Department of Environmental Quality and Maricopa County;
- 1.2.11 The City through its designees, reserves the right to issue immediate restraints or cease or desist orders to Contractor when unsafe or harmful acts are observed or reported relative to the performance of the work under the contract.

1.2.12 SERVICE ADDITIONS / INTERRUPTIONS/ END OF CONTRACT CONDITIONS

- 1.2.12.1 The City reserves the right to add or delete services during the contract period.
- 1.2.12.2 The City reserves the right to make changes to the set schedule when it is deemed to be in the City's best interest.
- 1.2.12.3 In the event of such a substitution or deletion of service areas, the City will give the Contractor 10-day notice prior to date of discontinuance of maintenance services and responsibilities.
- 1.2.12.4 Contractor shall not be compensated for the loss of work due to deletions or substitutions of service.
- 1.2.12.5 In the event the City and the Contractor cannot agree on additional service charges, the City reserves the right to perform the additional services with City personnel, or other outside contract services.

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1.2.13 SUMMARY AND WORK REPORT - Contractor shall prepare a written monthly summary report that covers all maintenance activities and submit these reports to the City ARF Supervisor, or designee, along with monthly invoice for payment.

1.2.14 WASTE - Contractor, at his/her expense, shall remove and dispose of all debris and any other matter removed from the contract area in compliance with Federal, State, County and City laws and regulations.

1.2.15 EQUIPMENT – All equipment used by Contractor shall be maintained during the entire period of this contract, equipment in operational condition and capacity to efficiently perform the work and render the services required by this contract.


1.2.16 DEFICIENCIES IN WORK, PENALTIES AND REMEDIES

1.2.16.1 Damages to City property as a result of Contractor's actions, the City will arrange for repairs to be made and the costs for making repairs to the areas shall be deducted from final payments to the Contractor.

1.2.16.2 In the event Contractor's performance does not meet one or more of the performance standards described herein, the Contractor shall be given written notice setting forth the deficiencies to be corrected to the City ARF Supervisor's approval.

1.2.16.3 In the event the Contractor has been notified of a deficiency and the deficiency is not corrected, the City ARF may perform the services using City personnel or a separate Contractor. The cost for follow-up inspections and of the services performed may be deducted from the Contractor's monthly invoice.

1.2.16.4 Failure to correct the deficiency within a reasonable timeframe may result in termination of the contract for default.

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2. SPECIAL INSTRUCTIONS

2.1 PRE-OFFER CONFERENCE

2.1.1 A Pre-Offer Conference will be held on **June 14, 2016 10:00 A.M, Arizona Time, located at 5850 W. Glendale Avenue, Room 3A.** Attendance is not required. Copies of the Request for Proposal (RFP) will NOT be available.


2.1.2 The purpose of the conference will be to clarify the contents of the solicitation in order to prevent any misunderstanding of the City of Glendale's position. Any doubt as to the requirements of the solicitation or any apparent omission or discrepancy should be presented to the City at the conference. The City will determine the appropriate action necessary, if any, and issue a written amendment to the solicitation if required. Oral statements or instructions will not constitute an amendment to the solicitation.

2.2 RETURN OF OFFER The Offeror shall submit three (3) hardcopies marked as "Copies". The offeror shall submit a complete proposal on a CD, flash drive, or email to **CSchneider@glendaleaz.com**, as one file folder. The folder shall be identified as "RFP 16-xx – 'Original - Name of Offeror.'" (For example: RFP 16-xx – Original - ABC Company.)

The proposal responses shall be submitted in a bound format (i.e. three (3) ring loose-leaf binders, spiral and/or report covers). Proposals should be divided by tab sections according to items listed in the **Preparation of Proposal Package Instructions section 2.3**. This will assist the evaluation panel in identifying items and information submitted within the proposal. Offerors may reproduce the forms and recreate information, but all of the required information must be presented in the order requested.

The Offeror shall complete all sections of the solicitation in the format given in the space provided. If additional space is needed than what is given, enter "See attachment for detail." Proposals that do not conform to the above format may be rejected.

The Offeror shall bear all costs associated with submitting the proposal, including proposal preparation, site visitation or any travel connected with submission of the proposal. The City shall have no liability whatsoever for such costs.

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2.3 PREPARATION OF OFFER PACKAGE The following items shall be completed and returned including the written, narrative responses required in section 2.4 Submission Requirements. Failure to include all the items may result in an offer being rejected. Offer packages shall be submitted in the following order:

- 2.3.1 COVER SHEET**
- 2.3.2 OFFER SHEET, Section 4.0**
- 2.3.3 PRICE SHEET, Section 5.0**
- 2.3.4 ADDENDUM, Return all addenda (if applicable).**
- 2.3.5 SUBMISSION REQUIREMENTS, Section 2.4 (written narrative)**
 - 2.3.5.1 EXPERIENCE AND QUALIFICATIONS**
 - 2.3.5.2 METHOD OF APPROACH**

2.4 SUBMISSION REQUIREMENTS

Offeror's should provide written, narrative responses for each item requested within the criteria below. *Unnecessarily elaborate responses beyond that sufficient to present a complete and effective response to this solicitation are not desired. Do not provide general answers or reference to sales literature.* When applicable, supporting documents should be attached and reference the appropriate criterion. **Offeror's, at a minimum must submit the following information in the order it appears and provide the reference number in their response:**

2.4.1 EXPERIENCE AND QUALIFICATIONS


2.4.1.1 Offeror's proposal should include:

- 2.4.1.1.1 Company profile that details company history;
- 2.4.1.1.2 Organization chart;
- 2.4.1.1.3 Business locations; and
- 2.4.1.1.4 Number of years in business.

2.4.1.2 Offeror shall list three (3) projects of similar size and scope performed over the last two (2) years with a summary of project.

2.4.1.3 Offeror shall confirm they are in registered with the Arizona Registrar of Contractors: _____ YES _____ NO **(If "NO" provide reason)**

2.4.1.4 Offeror shall confirm they are in compliance with Occupational Safety and Health Administration (OSHA) standards: _____ YES _____ NO **(If "NO" provide reason)**

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- 2.4.1.5 Offeror shall confirm they can comply with all Federal, State, local laws, regulations, permits, standards and ordinances pertaining to environmental protection for materials, techniques, and processes used under this Scope of Work. _____ YES _____ NO (If “NO” provide reason)
- 2.4.1.6 Offeror shall demonstrate their firm’s knowledge of equipment, labor assignment capacity, and success in providing landscaping services.
- 2.4.1.7 Offeror shall provide their list of available/owned equipment.
- 2.4.1.8 Offeror shall identify all appropriate licenses held by company, key personnel and subcontractors.
- 2.4.1.9 Offeror shall provide names and years’ of experience of key personnel, names of any subcontractors used and years’ of experience.

2.4.2 **METHOD OF APPROACH**


- 2.4.2.1 Offeror shall provide a clear written understanding of the City’s requirements and specifications in meeting the terms and conditions of the RFP and matching the proposed methods to accomplish work and timelines.
- 2.4.2.2 Offeror shall provide a communication plan between key personnel and the City of Glendale Area of Service contact or representative.
- 2.4.2.3 Offeror shall describe their method and approach for inspecting work performed by its employees and the process involved for correcting work not performed satisfactorily.

2.4.3 PRICING STRUCTURE - Offeror’s shall bid in accordance with the pricing structure as outlined in Section 5. While cost is a significant factor in the determination of award, it is not the only factor. The award will not be based on price alone, nor will it be based solely upon the lowest fees submitted.

2.5 EVALUATION CRITERIA The evaluation criteria is weighted in accordance with the Submission Requirements, section 2.4.


- | | | |
|--------------|-------------------------------|-----|
| 2.5.1 | Experience and Qualifications | 35% |
| 2.5.2 | Method of Approach | 40% |
| 2.5.3 | Cost | 25% |

2.6 TYPE OF AWARD The City reserves the right to make multiple awards or to award by group of line items, or to make an aggregate award, whichever is deemed most advantageous to the


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City. If the City determines that an aggregate award to one bidder is not in the City's best interest, "all or none" Bids shall be rejected.

- 2.7 ALTERNATE OFFERS/EXCEPTIONS** Offers submitted as alternates, or on the basis of exceptions to specific conditions of purchase and/or required specifications, must be submitted as an attachment referencing the specific paragraph number(s) and adequately defining the alternate or exception submitted. Offeror shall clearly and specifically detail all exceptions to the exact requirements imposed by this solicitation. Detailed product brochures and/or technical literature, suitable for evaluation, must be submitted with the Offer. If no exceptions are taken, City will expect and require complete compliance with the specifications and all conditions of purchase.
- 2.8 SITE INSPECTION** Offeror shall visit the site(s) to become familiar with any conditions which may affect the performance and pricing. Submission of an Offer will be prima facie evidence that the Offeror did, in fact, make a site inspection and is aware of all conditions.
- 2.9 INQUIRIES** Any question related to the Request for Proposal shall be directed to the Contract Officer whose name appears above. An Offeror shall not contact or ask questions of the department for whom the requirement is being procured. The Contract Officer may require any and all questions be submitted in writing. Offerors are encouraged to submit written questions via electronic mail or facsimile, no later than **five days** prior to the proposal due date. Any correspondence related to a solicitation should refer to the appropriate Request for Proposal number, page and paragraph number. An envelope containing questions should be identified as such; otherwise it may not be opened until after the official proposal due date and time. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the Request for Proposal will be binding.
- 2.10 EVALUATION PANEL** Offeror submittals will be evaluated by an evaluation panel. Award shall be made to the responsive, responsible Offeror whose proposal is determined to be the most advantageous to the City.
- 2.11 PANEL CONTACT** Offerors shall have no exclusive meetings, conversations or communications with an individual evaluation panel member on any aspect of the RFP, after submittal.
- 2.12 INTERVIEWS** The City reserves the right to conduct interviews with some or all of the Offerors at any point during the evaluation process. However, the City may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria. The City shall not reimburse the Offeror for the costs associated with the interview process.

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- 2.13 ADDITIONAL INVESTIGATIONS** The City reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any Offeror submitting a proposal.
- 2.14 DISCUSSIONS AND REVISIONS TO PROPOSAL** Discussions may be conducted with responsible Offerors who submit proposals determined to be reasonably susceptible of being selected for award; and may obtain pertinent information for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Should the City elect to call for 'best and final' offers, Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Offerors. The purposes of such discussions shall be to:
- 2.14.1** Determine in greater detail such Offeror's qualifications, and
 - 2.14.2** Explore with the scope and nature of the project, the Offeror's proposed method of performance, and the relative utility of alternate methods of approach;
 - 2.14.3** Determining that the Offeror will make available the necessary personnel and facilities to perform within the required time;
 - 2.14.4** Agreeing upon compensation which is fair and reasonable, taking into account the estimated value of the required services, and the scope, complexity and nature of such services.
- 2.15 BEST AND FINAL OFFERS** The City may request best and final offers if deemed necessary, and will determine the scope and subject of any best and final request.
- 2.16 PROPOSAL EVALUATION** The City reserves the right to secure additional information from the Offeror in various forms and or to award based on submitted information.
- 2.17 NOTICE OF INTENT TO AWARD AND PROTEST PERIOD** Information about the recommended award for this solicitation will be posted on the Internet. The information will be available for review on the City's Materials Management Internet home page www.glendaleaz.com/purchasing immediately after the City has completed its evaluation process of the offers received. If you have any questions, or would like further information about an intended award, contact the contract analyst immediately. Any protest must be submitted to the Materials Manager no later than seven (7) calendar days from the date of posting on the Internet. Please go to: <http://www.glendaleaz.com/Purchasing/doingbusinesswithglendale.cfm> for information and instructions on how to file a protest with the City of Glendale.
- 2.18 WITHDRAWAL OF PROPOSAL** At any time prior to the specified solicitation due date and time, an Offeror may formally withdraw the proposal by a written letter, facsimile or

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electronic mail from the Offeror or a designated representative. Telephonic or oral withdrawals shall not be considered.

2.19 OFFER ERRORS OMISSIONS AND CORRECTIONS The City will not be responsible for any offeror errors or omissions. All prices and notations shall be written in ink or typed. Changes or corrections made on the offer form must be initialed in ink by the individual signing the offer. No corrections will be permitted after the offers have been opened.


2.20 COMPETITIVE NEGOTIATIONS Exclusive or concurrent negotiations may be conducted with responsible Offeror(s) for the purpose of altering or otherwise changing the conditions, terms and price of the proposed contract unless prohibited. Offerors shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing offerors. Exclusive or concurrent negotiations shall not constitute a contract award nor shall it confer any property rights to the successful Offeror. In the event the City deems that negotiations are not progressing, the City may formally terminate these negotiations and may enter into subsequent concurrent or exclusive negotiations with the next most qualified offeror(s).

2.21 NO CONTACT, NO INFLUENCE DURING THE RFP PROCESS The City is conducting a competitive RFP process for the contract, free from improper influence or lobbying. There shall be no contact concerning this RFP from Offerors submitting a Proposal with any member of the City Council, RFP Evaluation Committee Members, or anyone connected with the process for or on behalf of the City. Contact includes direct or indirect contact by the Offeror, its employees, attorneys, lobbyists, surrogates, etc. in an attempt to influence the RFP process.

From the time the RFP is issued until the expiration of the protest period or the resolution of any protest, whichever is later (the "Black-Out Period"), Offerors, directly or indirectly through others, are restricted from attempting to influence in any manner the decision making process through, including but not limited to, the use of paid media; contacting or lobbying the City Council or City Manager or any other City employee (other than Material Management employees); the use of any media for the purpose of influencing the outcome; or in any other way that could be construed to influence any part of the decision-making process about this RFP. This provision shall not prohibit an Offeror from petitioning an elected official or engaging in any other protected first amendment activity after the protest period has run or any protest has been resolved, whichever is later.


Violation of this provision will cause the proposal or offer of the Offeror to be found in violation and to be rejected.

2.22 PROPRIETARY INFORMATION An Offeror shall clearly mark any proprietary information contained in its bid with the words "Proprietary Information." Offeror shall not

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mark any Solicitation Form as proprietary. Pricing data shall not be considered proprietary. Marking all, or nearly all, of a bid as proprietary may result in rejection of the bid.


Offeror's acknowledge that the City is required by law to make certain records available for public inspection. In the event that the City receives a request for disclosure of Proprietary Information by any person, court, agency or administrative body, or otherwise has a reasonable belief that it is obligated to disclose the Proprietary Information to any such person or authority, the City will provide Offeror with prompt written notice so that Offeror may seek a protective order or other appropriate remedy. The Offeror, by submission of materials marked Proprietary Information, acknowledges and agrees that the City will have no obligation to advocate for non-disclosure in any forum or any liability to the Offeror in the event that the City must legally disclose the Proprietary Information.

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3.0 SPECIAL TERMS AND CONDITIONS

- 3.1 TERM OF AGREEMENT** The initial term of the contract shall be one (1) year upon approval by the City Council.
- 3.2 OPTION TO EXTEND** The City may, at its option and with the approval of the Contractor, extend the term of this agreement four (4) additional years in one (1) year increments based on satisfactory Contractor performance. Contractor shall be notified in writing by the City Materials Manager of the City's intention to extend the contract period at least sixty (60) calendar days prior to the expiration of the original contract period. Price adjustments will only be reviewed during contract renewal.
- 3.3 INCORPORATION BY REFERENCE** All responses shall incorporate by reference the Scope/Specifications, terms and conditions, general instructions and conditions and any attachments or exhibits. The Standard Terms and Conditions applicable to this solicitation are posted on the Internet. They are available for review and download at the City's Materials Management Internet home page, www.glendaleaz.com/purchasing. Offerors are advised to review all provisions of the General Instructions and Conditions for this solicitation.
- 3.4 INSURANCE** Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.
- 3.4.1 MINIMUM SCOPE AND LIMIT OF INSURANCE**
Coverage shall be at least as broad as:
- 3.4.1.1 Commercial General Liability (CGL):** Insurance covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence, \$2,000,000 aggregate. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- 3.4.1.2 Automobile Liability:** Insurance covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
- 3.4.1.3 Workers' Compensation:** as required by the State of Arizona, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

If the contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the contractor.

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Other Insurance Provisions The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status The City, its officers, officials, employees, and volunteers are to be covered as additional insured's on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations.

Primary Coverage For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

Waiver of Subrogation Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.


Acceptability of Insurers Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Verification of Coverage Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received by the Contract Administrator and approved by the City before work commences. DO NOT SEND CERTIFICATES TO RISK MANAGEMENT. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

3.5 INDEMNIFICATION CLAUSE:

To the extent allowed by law, Contractor shall defend, indemnify, and hold harmless the City of Glendale, and its departments, boards, commissions, officers, officials, agents, employees and volunteers (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs,

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attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the City of Glendale, its officers, officials, agents, employees and volunteers for losses arising from the work performed by the Contractor for the City of Glendale.

- 3.6 CONFLICT OF INTEREST** Contractor shall disclose the following: 1) the name(s) and position(s) of each Contractor's employee or subcontractor that participated in the preparation of the submittal or who will be involved, directly or indirectly, with performing the contract, if awarded; 2) the name(s) of any City of Glendale employee who is a relative of persons identified pursuant to No. 1; 3) the name(s) and position(s) of Contractor's personnel that have a financial or proprietary interest in the contract; 4) the name(s) of any City of Glendale employee who is a relative of persons identified pursuant to No. 3.


Providing such disclosure will not necessarily disqualify a Contractor. Failure to disclose the requested information or any potential conflict of interest pursuant to A.R.S. § 38-501 et seq. may result in rejection of the proposal or bid or any contract being void or terminated.

For purposes of this provision, the following definitions apply:

"Employee" means all persons who are employed on a full-time, part-time or contract basis by the City of Glendale.

"Relative" means the spouse, child, child's child, parent, grandparent, brother or sister of the whole or half blood and their spouses and the parent, brother, sister or child of a spouse.

- 3.7 ESTIMATED QUANTITIES** The Quantities listed are the City's best estimate and do not obligate the City to order or accept more than City's actual requirements during the period of this agreement as determined by actual needs and availability of appropriated funds. It is expressly understood and agreed that the resulting contract is to supply the City with its complete actual requirements for the contract period, except that the estimated quantity shown for each proposal item shall not be exceeded by 100% without the express written approval of the Materials Manager. Any demand or order made by any employee or officer of the City, other than the Materials Manager, for quantities in the excess of the

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estimated quantities shall be void if the written approval of the Materials Manager was not received prior to the Contractor's performance.

3.8 COOPERATIVE USE OF CONTRACT This agreement may be extended for use by other governmental agencies and political subdivisions of the State, including all members of SAVE (Strategic Alliance for Volume Expenditures). Any such usage by other entities must be in accord with the ordinances, charter, rules and regulations of the respective entity and the approval of the Contractor and City. For a list of SAVE members, click on the following link: <http://www.maricopa.gov/procurement/Pubdocuments/SAVE-members.pdf>


3.9 PUBLIC RECORD Contractor acknowledges that the City is a public agency and must comply with all Public Records laws. All proposals submitted in response to the Solicitation shall become the property of the City and, subsequent to award recommendation, become a matter of public record available for review pursuant to Arizona Public Records Law.

If a Contractor believes that a specific section of its Proposal response is confidential, that should be withheld from the public record, Contractor shall isolate the pages and mark each page confidential in a specific and clearly labeled section of its Proposal response. The Contractor shall include a written statement as to the basis for considering the marked pages confidential including the specific harm or prejudice if disclosed. The City Materials Management Division will review the material and make a determination as to the confidentiality of any of the information and/or material contained within the Submittal. In the event of a public records request for documents Contractor deems confidential, the City will notify Contractor of the request and if Contractor claims such documents are confidential, it shall be the Contractor's sole responsibility, including sole cost, to take appropriate action, including legal action, to protect such documents. Price is not confidential and will not be withheld.

3.10 PERMITS AND LICENSES The Contractor and Subcontractors shall be responsible for determining and securing, at his/her expense, any and all licenses and permits that are required by any statute, ordinance, rule or regulation of any regulatory body having jurisdiction in any manner connected with providing operations and maintenance of the facility. Such fees shall be included in and are part of the total proposal cost. During the term of the contract, the Contractor shall notify the City in writing, within two (2) working days, of any suspension, revocation or renewal.

3.11 CERTIFICATION By signature on the Offer/Bid page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Contractor certifies:

The submission of the offer did not involve collusion, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition or other anti-competitive practices. The Contractor

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shall not discriminate against any employee or applicant for employment in violation of Federal or State law. The Contractor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with the submitted offer. The Contractor hereby certifies that the individual signing the submittal is an authorized agent for the Contractor and has the authority to bind the Contractor to the Contract.

- 3.12 KEY PERSONNEL** Contractor shall assign specific individuals to the key positions in support of the Contract. Once assigned to work under the Contract, key personnel shall not be removed or replaced without the prior written approval of the City. Upon the replacement of any key personnel, Contractor shall submit the name(s) and qualifications of any new key personnel to the City Contract Administrator or Designee. With the concurrence of the Contract Administrator or Designee, the City shall amend the Contract to reflect the name(s) of any replacement key personnel. Upon any unplanned departure of key personnel, Contractor shall immediately notify the Contract Administrator or Designee.

For this purpose, a primary and secondary emergency contact name and phone number are required from the Contractor. It is critical to the City that the contractor's emergency contact information remains current. The Materials Management staff member, identified on page 1, is to be contacted by E-mail with any change to a contact name or phone number.

All products or services provided to meet an emergency phone request are to be supplied as per the contract prices, terms and conditions. The Contractor may provide the fee (pricing) for an after-hours emergency opening of the business separate from the Price Sheet. In general, the order will be placed using a City Procurement Card. The billing is to include the emergency opening fee, if applicable.

- 3.13 PRICE & PRICE ADJUSTMENTS** All prices quoted shall be firm and fixed for the initial contract period. Price adjustments shall be addressed a minimum of sixty (60) days prior to the contract renewal date, shall be in writing and include supportive justification for the proposed increase. The rate increase shall only be considered at time of contract extension. The City will review the request and shall determine if the increase shall be granted or if an alternate option is in the best interest of the City. The price increase adjustment, if approved, will be effective and executed via a contract amendment.
- 3.14 ADDITIONS OF PRODUCTS OR SERVICES** The City reserves the right to add additional products or services to this contract when deemed necessary by the City. If this occurs, the Contractor will be requested to submit a negotiable quotation for the additions. Upon approval and authorization by the Materials Manager such additions will be added to and become a part of the contract through properly executed forms.

	<p style="text-align: center;">City of Glendale Materials Management Solicitation Number: RFP 16-54 Aquifer Recharge Facility Landscape Services</p>	<p>CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</p>
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- 3.15 NON-DISCRIMINATION** By submitting this Offer, Contractor agrees not to discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.


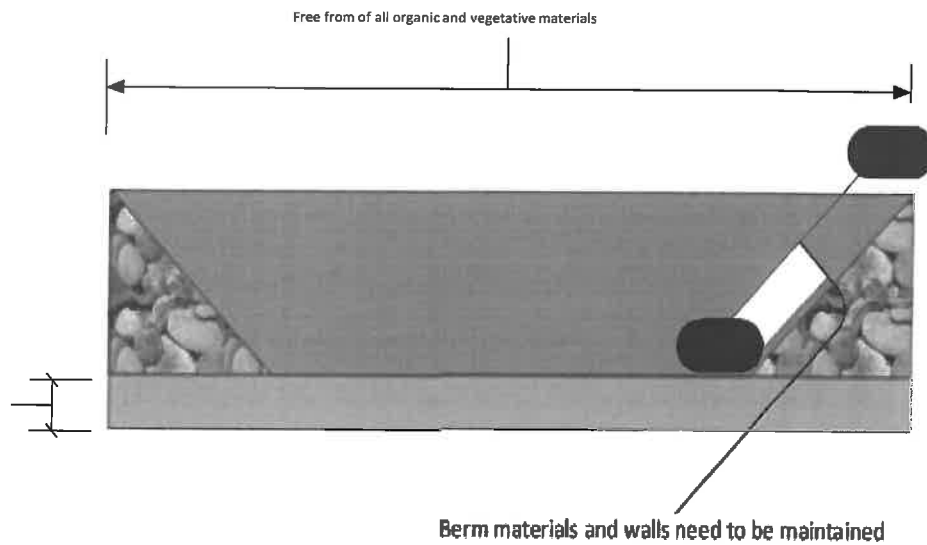
	<p align="center">City of Glendale Materials Management Solicitation Number: RFP 16-54 Aquifer Recharge Facility Landscape Services</p>	<p>CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</p>
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EXHIBIT 1

The blue area in the image below is to be free of all vegetative materials.



Berm materials and walls need to be maintained to prevent corrosion



	<p style="text-align: center;">SOLICITATION ADDENDUM</p> <p>Solicitation Number: RFP 16-54 Addendum #1 Page 1 of 1</p> <p>Solicitation Due Date: June 28, 2016, 2:00 p.m. (Local Time)</p>	<p>CITY OF GLENDALE Materials Management 5850 W. Glendale Avenue Suite 317 Glendale, AZ 85301 Phone: (623) 930-28XX</p>
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RFP 16-54**AQUIFER RECHARGE FACILITY LANDSCAPE SERVICES**

As a result of the pre-offer conference conducted on June 14, 2016, a site visit has been scheduled on the following date and time for those interested in attending:

DATE: **Wednesday June 22nd**
TIME: **7:00-10:00 a.m.**
LOCATION: **11719 W. Glendale Ave., Glendale, AZ 85307**

Name of Company: _____

Address: _____

Authorized Signature: _____

Print Name and Title: _____

City of Glendale
RFP 16-54
June 28, 2016, 2 pm

ORIGINAL

HMI Landscaping
4714 N 43rd Ave
Phoenix, AZ 85031

4.1 OFFER Offeror certifies that they have read, understand, and will fully and faithfully comply with this solicitation, its attachments and any referenced documents. Offeror also certifies that the prices offered were independently developed without consultation with any of the other Offerors or potential Offerors.

For questions regarding this offer: (If different from above)

FEDERAL TAXPAYER ID NUMBER: 860601314

Arizona Sales Tax No. 07509279 Tax Rate 8.6%

Offeror certifies it is a: Proprietorship _____ Partnership _____ Corporation X

Minority or woman owned business: Yes _____ No x

COMPANY PROFILE

Thank you for your interest in the many services which our company provides. We have employee strength in excess of 140 F.T.E. on salary throughout the State of Arizona. We pride ourselves as a positive growth company that has worked well in meeting our contract requirements. With this same pride we will continue to meet and exceed these requirements.

H.M.I. is owned and operated by Steve and Ann Adams. We have thirty (30) years' experience in all phases of landscape and building maintenance. Our experience encompasses property and building maintenance, large commercial landscape maintenance, irrigation repairs and weed control.

Our corporate office is located at 4714 N. 43rd Ave, Phoenix, AZ 85031. At this location we maintain our office staff as well as a labor force in excess of one hundred (100) employees and all equipment necessary to meet and/or exceed any contract requirements.

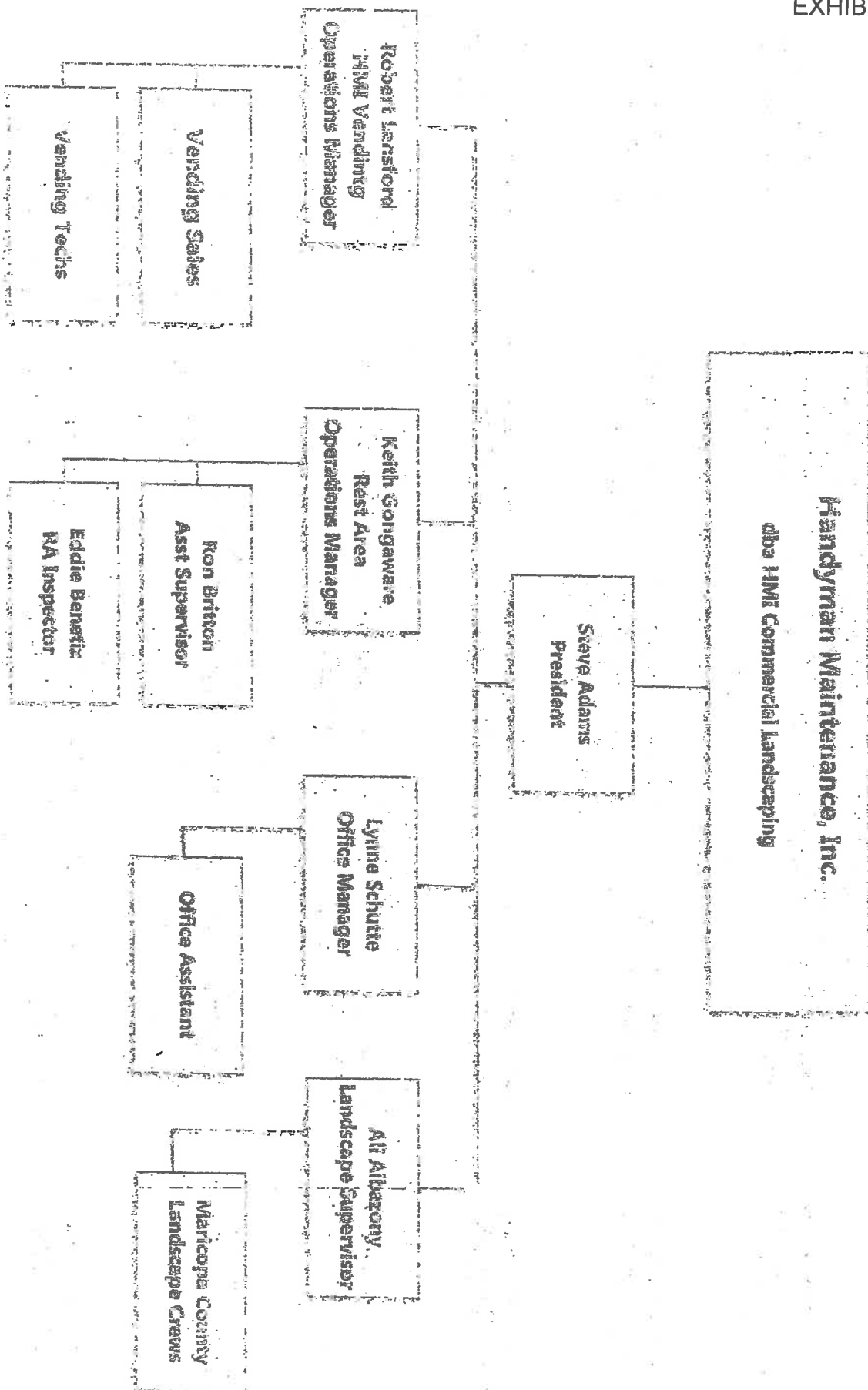
Our landscape and maintenance divisions have experience in building repairs, electrical, plumbing and back-flow prevention services; also weed control, pump house maintenance, tree trimming, mowing, pest control, erosion and landscape maintenance.

The power equipment used by our company meets or exceeds current ADEQ Phase Two Tier III. Be assured that as technology develops for power equipment resulting in lower emissions, HMI will implement their use.

We are licensed members of the Register of Contractors, Structural Pest Control, Better Business Bureau and Arizona Water User Association, AZ Landscape Contractors Association, NAMA, and AMA.

We are proud to say that we have had no complaints against our company with the Register of Contractors and/or Better Business Bureau since our licenses were initiated.

Please visit our website at www.hmiofaz.com



2.4.1 Experience and Qualifications

2.4.1.1-.4

HMI is a commercial landscape contractor with over 30 years of experience. HMI is located at 4714 N 43rd Ave, Phoenix, AZ 85031. HMI prides itself on our current contract list which includes ADOT, Maricopa County Facilities Management and the City of Scottsdale. We also have worked on an “on call basis” for the City of Glendale at the Aquifer Recharge Facility. We work hard to establish a working partnership with each owner that results in positive communication and removes any “contractor vs owner” issues. This policy has proven effective because HMI understands the importance of the integrity of a contract and meets or exceeds its specifications.

2.4.1.2

Arizona Department of Transportation – On Call Landscape Contract (2000 to 2016) consisting of 5 crews working Monday-Friday in Maricopa County. Current gross sales: \$800,000 to 900,000.

Rest Area Maintenance – Maintaining grounds and janitorial work at 26 locations 24/7. Current five year contract 2013-2018. Current gross sales \$2,200,000.

Maricopa County Facilities Management – Full landscaping services on a weekly schedule to over 85 locations. Currently employing 5 crews and 2 irrigation techs working Monday-Friday. Currently began our 3rd 5 years contract grossing \$900,000 to 1,000,000.

City of Scottsdale – On Call Landscape utilizing 1-2 crews depending on project. 2010 to current with gross sales of \$24,000 to 50,000.

2.4.1.3

HMI is registered with the Arizona Registrar of Contractors as well as The Office of Pest Management. Copies of appropriate licenses are attached.

2.4.1.1

HMI is in full compliance with the Occupational Safety and Health Administration (OSHA) standards. Our Safety Officer is Terry Everett.

2.4.1.5

HMI fully complies with all Federal State, local laws, regulations, permits, standards and ordinances pertaining to environmental protection for materials, techniques and processes used under the Scope of Work.

EQUIPMENT LIST
CITY OF GLENDALE
GROUNDSKEEPING SERVICES

1. 2 - 2012 or newer Chevrolet 3/4T crew cab long bed pickup with 30"x60" arrowboards, strobe light kit, rotating beacon light, auto, PS, PB, air, AM/FM radio, fire extinguisher, first aid kit, miscellaneous set of tools, water container, tarps for trailers and locking tool box.
2. 3 - 2010 or newer Chevrolet 1/2T regular cab long bed, Strobe light kit, rotating beacon light, , auto, PS, PB, air, AM/FM radio, fire extinguisher, first-aid kit, miscellaneous set of tools, water container, and locking tool box
3. 10 - 2006 or newer 14' to 16' tandem axle Trailers with side boards, and tarps with strobe light kit
4. 1 - Ford tractor, model 700, with mower and dump
5. 1 - 2002 Chevrolet 1T Dump Truck with Strobe light kit
6. 1- Kabota tractor with mover, bush hog, flail mower & gannon
7. 10 - Shovels, (round tip, square tip, scoop or spade)
7. Wheel Barrows, Dollies - if requested for large items
8. 55 gallon Trash Bags, black and clear, as needed
9. 8 - Echo #2100 Model Year 2015 Line Trimmers
10. 6 - Shindowa Pole Pruners, Hedge Trimmers and Hand Loppers Model Year 2015
11. 1 - 2001 Vermeer #625 Commercial Chipper as needed
12. 6 - Bearcat high profile heavy bush Trimmers w/1.38" line Model Year 2012
13. 4 - Echo Chain Saws Model Year 2015
14. 3 - 5' Step Ladders
15. 3 - 8' Step Ladders

16. 4 – Pole Hammers with miscellaneous set of poles, staking wires, hose, bolts, nuts and sledge hammer
17. 6 – Hula Hoes
18. 6 – Push Brooms
19. 1 – 12’ “Men Working” Signs
20. 24 – 16” Orange Cones
21. 50# Bags of Oil Absorbent

350 Standard Highway Signs
Fire Extinguisher
First Aid Kits
Gloves
Hard Hats
Safety Goggles
Ear Plugs
Leather Chaps
Other P.P.E. as needed

MOWING EQUIPMENT

- 1 – 2001 Model R420 Kubota Tractor with articulating loader and grabber attachment
- 1 - Ford tractor with front end loader and 5 ft. bush hog mower
- 3 – 60” Hustler riding propane fueled Deck Mowers
- 4 – 40” – 60” Walker riding propane fueled Deck Mowers
- 5 – 2 Honda Model Year 2012 Push Mowers

IRRIGATION EQUIPMENT

- 1. Progressive Electronic Locator/ Receiver/Transmitter
- 2. Model 24 Progressive Electronic Station Master Solenoid
- 3. Actuator
- 4. Poly couplers, 90 degree T's, PVC, elbows and caps
- 5. Sprinkler heads
- 6. Irrigation wire
- 7. 1” - 2” valves
- 8. 100' Poly pipe
- 9. 40” PVC pipe
- 10. Spaghetti Line
- 11. Risors and quick couplers
- 12. Shovels (trenching, round and flat)
- 13. Cordless drill and bits

SPRAY EQUIPMENT

4 - Two hundred (200) gallon tank mounted Honda 8HP sprayers, motor equipped with 12' booms for pre-emergent, high pressure single nozzle

Single axle trailers, and 100' hose actuator

1 - One hundred (100) gallon John Deere Gator six (6) wheel utility vehicle w/ 100 gallon tank ideal for spot treatment herbicide applications for hard to reach areas

1 - Ford one ton stake bed with 300 gallon tank and 12 ft. booms and weed buster nozzles H.P.

1 - 500 gallon Honda 8HP spray tank, 18' booms w/high pressure nozzle, 200 ' hose, actuators, high volume usage tandem trailer

6 - Shindowa #480 Back Pack Sprayers

All trucks will be equipped with GPS technology to verify work locations, safety and responsibility to our contracts.

Please note all gas powered equipment will meet all EPA Phase 2 requirements. In an effort to comply with Executive Order 2007-3, we are assigning a 2009 or newer 3/4T Diesel truck to this contract. Due to the smaller sized trucks, our irrigation vehicles will remain gas powered at this time.

Handyman Maintenance, Inc. has one (1) full time mechanic and two (2) mechanic assistants who perform routine maintenance and daily repairs to truck and equipment. The mechanic's truck is equipped to change tires or make minor repairs on the job site.

We have an established reputable repair facility to do any major repairs to our vehicles with a quick turnaround time.

Replacement vehicles and trailers, back-up equipment and supplies are located at 4714 N 43RD Ave. - Phoenix, AZ 85031

All Company Owned Equipment

We can access additional back-up equipment with: RSC Acct. #4116518 and A to Z Rental Equipment Acct. #397-50

2.3.5.2 METHOD OF APPROACH

If requested HMI will be happy to conduct a Post Award meeting to discuss in detail scheduling, personnel and quality assurance. At that time we will review the contract to verify key areas for all parties.

Ali Albazony is currently overseeing the emergency on call service we are providing the Aquifer Facility and will remain as the assigned contact person with the City of Glendale staff. His on-site foreman will be Carlos Lopez. Ali is a Smartscape graduate and has extensive landscape experience.

Ali has previously worked at the Aquifer Facility. He will oversee Carlos Lopez and a crew of 2-3 laborers depending on the season and weed control issues. The weekly service date will remain the same unless there is a holiday in which case we will reschedule for the following work day.

Each company truck is a ¾ crew cab with tandem axle trailer. Each truck will have all necessary equipment to complete all tasks involved. Back up equipment is readily available at our 3 acre yard located at 43rd Ave and Camelback. We currently maintain a fleet of over 50 trucks and 30 trailers. See attached equipment list.

A daily work log will be completed and turned in on a weekly basis with the names of all HMI personnel working on site to a City of Glendale representative.

REFERENCES

ADOT:

John Zander – Landscape – Jzander@azdot.gov

Bobby Wheeler – Rest Area – Rwheeler@azdot.gov

MARICOPA COUNTY:

Tom Wilson – Tom.Wilson@FM.maricopa.gov

CITY OF SCOTTSDALE:

Bill Sturgill – Bsturgill@Scottsdaleaz.gov

STATE OF ARIZONA

Department of State



TRADE NAME CERTIFICATION

H. M. I.

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

HANDYMAN MAINTENANCE INC.
2646 SOUTH 19TH AVENUE
PHOENIX AZ 85009-

12/23/2011 Renewal
1/25/2007 Application



Registration Date: 01/25/2007

Expiration Date: 1/25/2017

Date First Used: 1/22/2007

Trade Name No.: 393025

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of the State of Arizona. Done at Phoenix, the capitol, this 29 day of December, 2011.

A handwritten signature in black ink, appearing to read "Ken Bennett".

KEN BENNETT



STATE OF ARIZONA

LICENSE NO. 094823

THIS IS YOUR IDENTIFICATION CARD
DO NOT DESTROY



STATE OF ARIZONA
OFFICE OF THE REGISTRAR

Office of the Registrar of Contractors
To All Whom It May Concern:

HANDYMAN MAINTENANCE INC (CORP.)

This is to Certify That

having been shown to possess all the necessary qualifications, and having complied with all the requirements of the law,
is by order of the Registrar of Contractors on the 21ST day of SEPTEMBER in the year of our Lord One Thousand

Nine Hundred and 92, duly licensed and admitted to engage in and pursue the business of

A-21
LANDSCAPING & IRRIGATION

Contractor in the State of Arizona. Given under my hand and the seal of the Registrar of Contractors
in my office, City of Phoenix, this 21ST day of SEPTEMBER, 1992.



Michael J. Mader
DIRECTOR

THIS CARD MUST BE
PRESENTED UPON DEMAND

William A. Mader
DIRECTOR, ARIZONA REGISTRAR OF CONTRACTORS

CONTRACTORS LICENSE NO. 94823 CLASS CR21
Landscaping and Irrigation Systems

LICENSE EFFECTIVE THROUGH: 08/31/2018
STATE OF ARIZONA
Registrar of Contractors CERTIFIES THAT
Handyman Maintenance Inc



DOUGLAS A. DUCEY
Governor

Arizona Department of Agriculture

JACK PETERSON
Interim Director

Office Of Pest Management
1688 West Adams Street, Phoenix, AZ 85007
(602)542-3578 Phone; (602)542-0466 Fax
<http://www.azda.gov>

BUSINESS LICENSE

Non-Transferable

H.M.I. COMMERCIAL LANDSCAPE
Business License Number: 4413

Has been licensed since 09/20/1990, and is authorized to provide pest management services in Arizona through the last day of May 2017.

© Copyright 2007 Office Of Pest Management. All Rights Reserved.

Printed: 04/13/2015
Printed By: 4413

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/30/2015

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

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

PRODUCER USI Insurance Services LLC USI CA License # 0351162 2375 E. Camelback Road #250 Phoenix, AZ 85016	CONTACT NAME: Linda Hurst	
	PHONE (A/C, No, Ext): 602-749-4209	FAX (A/C, No):
INSURED Handyman Maintenance Inc P O Box 18968 Phoenix, AZ 85005	E-MAIL ADDRESS: linda.hurst@usi.biz	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Westfield Insurance Company	NAIC # 24112
	INSURER B: CopperPoint Mutual Insurance Co	14216
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENTL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC		TRA4186222	07/01/2015	07/01/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		TRA4186222	07/01/2015	07/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0		TRA4186222	07/01/2015	07/01/2016	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	1017450	07/01/2015	07/01/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

For Informational Purposes Only

CERTIFICATE HOLDER

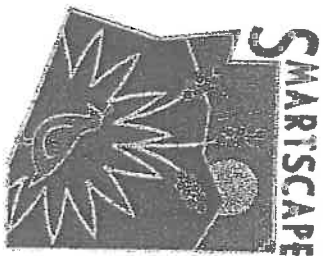
CANCELLATION

Handyman Maintenance Inc
PO Box 18968
Phoenix, AZ 85005

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

William W. Pletcher



Certificate of Completion

Awarded to

Ali Albazony

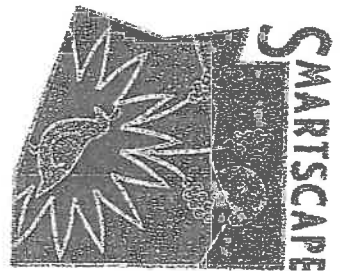
For the completion of the
Smartscape Training Program for Landscape Professionals

Steven L. Olson
Steven L. Olson, Executive Director
Arizona Municipal Water Users Association

James A. Christenson
James A. Christenson, Associate Dean
University of Arizona Cooperative Extension

Cheryl A. Goor
Cheryl A. Goor, Executive Director
Arizona Nursery Association

Sponsored by:
The Arizona Municipal Water Users Association and
the University of Arizona Cooperative Extension, Maricopa County



Certificate of Completion.

Awarded to

Carlos Lopez

For the completion of the
Smartscape Training Program for Landscape Professionals

Steven L. Olson, Executive Director
 Arizona Municipal Water Users Association

James A. Christenson, Associate Dean
 University of Arizona Cooperative Extension

Cheryl A. Good, Executive Director
 Arizona Nursery Association

Sponsored by:
 The Arizona Certified Landscape Professionals; The Arizona Landscape Contractors Association;
 The Arizona Nursery Association; the municipalities of Avondale, Chandler, Gilbert, Glendale,
 Goodyear, Mesa, Peoria, Phoenix, Scottsdale, and Tempe, working together as the
 Arizona Municipal Water Users Association; Tucson Water;
 and the University of Arizona Cooperative Extension.

EXHIBIT B
AQUIFER RECHARGE FACILITY LANDSCAPE SERVICES
COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

Contractor shall prepare a written monthly summary report that covers all maintenance activities and submit these reports to the City ARF Supervisor, or designee, along with monthly invoice for payment.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed \$165,000 for the entire term which includes all extensions.


DETAILED PROJECT COMPENSATION

Detailed Pricing

- | | | | |
|---|---|------------|----------------------------|
| 1 | Weekly Maintenance of Aquifer Recharge Facility and Erosion Control as per Specifications | | |
| | Monthly | \$1,949.22 | Annual Total = \$23,390.64 |
| 2 | Ripping and Scraping of Basins in the months of June, August, November and March as per Specifications. | | |
| | 4 Visits Per Year | \$1,875.00 | Total = \$7,500.00 |

Grand Total (Items 1 and 2)	\$30,890.64
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3. Use of Labor for operating and using Heavy Equipment for extra work as requested by the City
\$80.00 per hour.

 GLENDALÉ	City of Glendale Materials Management Solicitation Number: RFP 16-54 Aquifer Recharge Facility Landscape Services	CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301
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- 5.0 PRICE SHEET** - All pricing shall include, but is not limited to, labor, equipment, tools, materials, supplies, travel expenses, shipping, licenses, fees, insurance, profit, and any other associated overhead costs.

PRICE SHEET

Item No.	Description	Estimated Quantities (A)	Unit of Measure	Unit Price (B)	Extended Amount (A X B)
5.1	Weekly Maintenance of Aquifer Recharge Facility and Erosion Control as per Specifications	12	Month	\$1949.22	\$23390.64
5.2	Ripping and Scraping of Basins in the months of June, August, November and March as per Specifications.	4	Visit	\$ 1875.00	\$ 7500.00
Grand Total (Items 5.1 to 5.2)					\$ 30890.64

Hourly Charges for Services and Heavy Equipment When Needed by the City			
Item No.	Description	Unit of Measure	Unit Price
5.3	Use of Labor for operating and using Heavy Equipment for extra work (as requested by City).	Per Hour	\$ 80.00 /Hour

- 5.5 DELIVERY** All services shall be performed in accordance with the Specifications.
- 5.6 PROCUREMENT CARD ORDERING CAPABILITY** Please check the appropriate box.

☐ Yes, I will accept payment under this contract with the Procurement Card.

☒ No, I will not accept payment under this contract with the Procurement Card.

- 5.7 PAYMENT** The Contractor shall provide monthly statements of itemized services. Payment will be reviewed and approved by the Contract Administrator or designee. The itemized statement shall not exceed the price listed above.

OFFEROR NAME: Handyman Maintenance, Inc.