

CITY OF EL MIRAGE
LANDSCAPE MAINTENANCE SERVICES
AGREEMENT

THIS LANDSCAPE MAINTENANCE SERVICES AGREEMENT, (“Agreement”) is made and entered into this _____ day of _____, 20____, by and between the City of El Mirage, an Arizona municipal corporation (“City”), and BrightView Landscape Services, Inc. a(n) (“Contractor”).

RECITALS

- A. The City of El Mirage is authorized and empowered by provisions of the City Code to execute contracts for professional services by and through its City Manager;
- B. The City desires to obtain services for the City’s Landscape Maintenance (“Services”) as described in the attached scope of work (Attachment “A”) in accordance with the terms of this Agreement.
- C. Contractor is duly qualified to perform the requested Services.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and obligations set for herein, the parties hereto agree as follows:

1.1 DESCRIPTION, ACCEPTANCE, DOCUMENTATION

Contractor shall act under the authority and approval of the Contract Administrator for the City to provide the professional Services required by this Agreement and Attachment “A,” which is incorporated by reference. The Contract Administrator for the City shall be Valerie Ojeda, Procurement Administrator, or designee. The Contract Administrator shall oversee the execution of this Contract, assist the Consultant in accessing the organization, audit billings, and approve payments. The Contractor shall channel reports and special requests through the Contract Administrator. City reserves the right to change the Contract Administrator for the City without prior approval of the Contractor.

1.2 SERVICE DESCRIPTION

Contractor shall provide the Services described in Attachment “A.” All work will be reviewed, evaluated, approved, and monitored by the Contract Administrator to determine acceptable completion. Review and approval by the Contract Administrator shall not relieve Contractor of any liability for improper, negligent or inadequate services rendered pursuant to this Contract. Contractor shall provide all work necessary to assure the Services are completed in a timely and efficient manner consistent with service requirements, including, but not limited to, working in close interaction with, and interfacing with, City and its designated employees, and working closely with others, including other consultants or contractors retained by City.

1.3 DOCUMENTATION AND DATA

All documents, including but not limited to, data compilations, studies, and reports which are prepared in the performance of this Contract are to be, and remain the property of, the City and are to be delivered to the Contract Administrator before final payment is made to the Contractor.

2.1 FEE SCHEDULE, RECORDS, AUDIT RIGHTS

The fee Contractor shall be paid for all Services provided pursuant to the terms of this Contract, inclusive of all expenses under this Contract, shall not exceed eight hundred and seventy- eight thousand six hundred forty-four dollars thirty-seven cents (\$ 878,644.37).

The Contract Administrator reserves the exclusive right to determine the amount of work performed and payment due the Contractor on a monthly basis. Contractor shall maintain all books, paper documents, accounting records and other evidence pertaining to such monthly billings and shall make such materials available at all reasonable times to the Contract Administrator. Monthly billings shall be accompanied by such documentation as the Contract Administrator may require to make a determination of work performed and payment due.

Contractor's records (hard copy, as well as computer readable data) and any other supporting evidence deemed necessary by the City to substantiate charges and claims related to this Contract shall be open to inspection and subject to audit and/or reproduction by City's authorized representative to the extent necessary to adequately permit evaluation and verification of cost of the work, and any invoices, change orders, payments or claims submitted by the Contractor or any of its payees pursuant to the execution of the Contract. The City's authorized representative shall be afforded access, at reasonable times and places, to all of the Contractor's records and personnel pursuant to the provisions of this article throughout the term of this contract and for a period of three years after last or final payment.

Contractor shall require all subcontractors, insurance agents, and material suppliers (payees) to comply with the provisions of this article by insertion of the requirements hereof in a written contract agreement between Contractor and payee. Such requirements will also apply to any and all subcontractors.

If any audit in accordance with this article discloses overcharges of any nature by the Contractor to the City in excess of one percent (1%) of the total contract billings, the actual cost of the City's audit shall be reimbursed to the City by the Contractor. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of City's findings to Contractor.

2.2 ADDITIONAL SERVICES; PRICE ADJUSTMENT

The total Scope of Work to be performed by Contractor in accordance with this Contract is set forth herein and in Exhibit "A." Services not included in this Contract, including Exhibit "A," will be considered Additional Services. Contractor shall not perform any Additional Services without written authorization from the City. It shall be presumed that all Services performed/provided by Contractor were included in the Contract and contemplated by Contractor as being part of the original Scope of Work and the fees set forth herein, unless such Services have been separately approved by the City, in writing, as Additional Services. Contractor shall

not be paid for any Additional Services that are not authorized by the City in writing.

2.3 OWNERSHIP

Upon receipt of payment for Services, Contractor grants to City, and shall cause its subcontractors to grant to City, the exclusive ownership of any and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, and other intellectual work product as may be applicable ("Work Product"). This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form. Consultant 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. City may reuse the Work Product at its sole discretion. 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. In such case, City will also remove any title block from the Work Product.

3.1 TERM AND EXTENSION

This Contract shall be in full force and effect only when approved and signed by City's City Manager as attested by the City Clerk. This Contract begins on the Effective Date and continues for three (3) years to June 30, 2024, with an option to extend for an additional two (2) years.

3.2 TERMINATION

3.2.1 Termination for Cause

The City has the right to terminate this Contract for cause in the event Contractor materially breaches any provision of this Contract or portion of the Services and fails to remedy the breach within five (5) business days of notification of the breach, if the breach is remedial. If Contractor fails to remedy the breach or if the breach is not remedial, City may terminate this Contract for cause immediately upon written notice to Contractor. In the event the City terminates this Contract or any part of the Services as herein provided pursuant to this Section 3.2.1, the City shall notify the Contractor in writing, and immediately upon receipt of such notice, the Contractor shall discontinue all work under this Contract.

Upon termination for cause, Contractor shall immediately deliver to the City all drawings, research, data, studies, reports, estimates and any and all other documents or work product generated by the Contractor under the Contract, together with all unused material supplied by the City. Contractor shall be responsible only for such portion of the work which has been completed and accepted by the City. Use of incomplete data by the City shall be the City's sole responsibility.

In the event of termination for cause, Contractor shall only be compensated a portion of the agreed upon fee for such portion of the work that City agrees, in its sole discretion to accept. City shall have no obligation to accept any portion of Contractor's work if the contract is terminated for cause, and shall have no obligation to pay Contractor for any portion of the work, if any, not accepted by City.

If the Contractor materially fails to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor violates any of the covenants, agreements, or

stipulations of this Contract, the City may withhold from payment due to the Contractor such amounts as are necessary to protect the City's position for the purpose of set-off until such time as the exact amount of damages can be determined.

3.2.2. *TERMINATION FOR CONVENIENCE*

The City has the right to terminate this Contract for convenience or to abandon any portion of the work for which Services have not been performed by the Contractor. In the event the City terminates this Contract or any part of the Services as herein provided pursuant to this Section 3.2.2, the City shall notify the Contractor in writing, and immediately upon receipt of such notice, the Contractor shall discontinue all work under this Contract.

Upon such termination for convenience or abandonment, the Contractor shall immediately deliver to the City all drawings, research, data, studies, reports, estimates and any and all other documents or work product generated by the Contractor under the Contract, together with all unused material supplied by the City. Contractor shall be responsible only for such portion of the work which has been completed and accepted by the City. Use of incomplete data by the City shall be the City's sole responsibility.

The Contractor shall receive as compensation in full for Services performed to the date of such termination or abandonment, a fee for the percentage of Services actually completed and accepted by the City. This fee shall be in an amount to be mutually agreed upon by the Contractor and the City, based upon the scope of work set forth in Attachment "A" and the payment schedule set forth in Article 2, hereof. If mutual agreement cannot be reached after reasonable negotiation, the Contract Administrator shall determine the percentage of satisfactory completion of each task set forth in the scope of work contained in Attachment "A" and the amount of compensation Contractor is entitled to for such work and the Contract Administrator's determination in this regard shall be final. The City shall make such final payment within sixty (60) days after the Contractor has delivered the last of the partially completed items. The Contractor has the right to terminate this contract for convenience upon ninety (90) days prior written to the City.

3.3 *FUNDS APPROPRIATION*

If the City Council does not appropriate funds to continue this Contract and pay for charges hereunder, the City may terminate this Contract at the end of the current fiscal period. The City agrees to give written notice, pursuant to Section 3.2, Termination, of this Contract to the Contractor at least thirty (30) days prior to the end of its current fiscal period and will pay to the Contractor all approved charges incurred through the end of such period.

The City's fiscal year begins July 1st and ends June 30th each calendar year. The City may make payment for Services rendered or costs encumbered only during a fiscal year and for a period of sixty (60) days immediately following the close of the fiscal year, under the provisions of Arizona Revised Statutes § 42-17108. Therefore, Contractor must submit billings for Services performed or costs incurred prior to the close of a fiscal year within forty-five (45) days to allow payment within this period.

4.1 *ENTIRE AGREEMENT*

This Contract constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the Services specified herein. This Contract may not be modified or amended except by a written document, signed by authorized representatives of each party.

4.2 ARIZONA LAW

This Contract shall be governed and interpreted according to the laws of the State of Arizona. Any action brought to interpret or enforce any provision of this Contract that cannot be administratively resolved, or otherwise related to or arising from this Contract, shall be commenced and maintained in the state or federal courts of the State of Arizona, Maricopa County, and each of the parties, to the extent permitted by law, consents to jurisdiction and venue in such courts for such purposes.

4.3 COMPLIANCE WITH LAWS

Contractor shall comply with all existing and subsequently enacted federal, state and local laws, ordinances, codes, and regulations that are, or become applicable to this Contract. If a subsequently enacted law imposes substantial additional costs on Contractor, a request for an amendment may be submitted pursuant to this Contract. Any regulated substances required to be applied as part of the services shall be applied in accordance with applicable laws and regulations by properly licensed personnel and Contractor shall not be held liable for the use of such substances if properly applied in accordance with applicable laws and regulations.

4.4 MODIFICATIONS

Any amendment, modification or variation from the terms of this Contract shall be in writing and shall be effective only after approval of all parties signing the original Contract.

4.5 ASSIGNMENT

Services covered under this Contract shall not be assigned or sublet in whole or in part without the prior written consent of the Finance Director and Contract Administrator.

4.6 SUCCESSORS AND ASSIGNS

This Contract shall extend to and be binding upon Contractor, its successors and assigns, including any individual, company, partnership or other entity with or into which Contractor shall merge, consolidate or be liquidated, or any person, corporation, partnership or other entity to which Contractor shall sell its assets.

4.7 ATTORNEY'S FEES

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

Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, power failures, or earthquakes. For purpose of this this Agreement, the parties agree specifically that water conservation regulations or guidelines are specifically include within the above referenced governmental regulations imposed after the fact, and that Contractor shall not be liable for any failure to perform as a direct or indirect result of Contractor's compliance with of good faith efforts to comply with state or local water regulations or mandates.

4.12 TAXES

Contractor shall be solely responsible for any and all tax obligations which may result out of the Contractor's performance of this Contract. The City shall have no obligation to pay any amounts for taxes of any type incurred by the Contractor.

4.13 ADVERTISING AND PROMOTION

Contractor shall not publish, release, disclose or announce to any member of the public, press, official body, or any other third party: (1) any information concerning this Contract, the Services, or any part thereof; or (2) any documentation or the contents thereof, without the prior written consent of the City, except as required by law or judicial or regulatory process. The name of any site on which Services are performed shall not be used in any advertising or other promotional context by Contractor without the prior written consent of the City.

4.14 COUNTERPARTS

This Contract may be executed in one or more counterparts, and each originally executed duplicate counterpart of this Contract shall be deemed to possess the full force and effect of the original.

4.15 CAPTIONS

The captions used in this Contract are solely for the convenience of the parties, do not constitute a part of this Contract and are not to be used to construe or interpret this Contract.

4.16 SUBCONTRACTORS

During the performance of the Contract, the Contractor may engage such additional subcontractors as may be required for the timely completion of this Contract. The addition of any subcontractors shall be subject to the prior approval of the City.

In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Contract rests with the Contractor.

4.17 INDEMNIFICATION

The Contractor agrees, to the fullest extent permitted by law, to indemnify and hold harmless the City, its officers, directors and employees (collectively, City) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Contractor's negligent performance of professional services under this Contract and that of its

subcontractors or anyone for whom the Contractor is legally liable.

The City agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Contractor, its officers, directors, employees and subcontractors (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the City's negligent acts in connection with the Services and the acts of its contractors, subcontractors or consultants or anyone for whom the City is legally liable.

Neither the City nor the Contractor shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

4.18 INSURANCE

The Contractor shall secure and maintain at all times that this Contract is in effect, insurance coverage which shall include statutory workers' compensation, comprehensive general and automobile liability, owner's and Contractor's protective liability insurance and errors and omissions professional liability. The comprehensive general and automobile liability limits shall be no less than one million dollars (\$1,000,000) combined single limit. The owner's and Contractor's protective liability limits shall be no less than one million dollars (\$1,000,000) for each occurrence and one million dollars (\$1,000,000) policy aggregate naming the City as an additional insured. The minimum amounts of coverage for Contractor's professional liability shall be one million dollars (\$1,000,000). In other than errors and omissions professional liability, City's and Contractor's protective liability and worker's compensation, the City of El Mirage shall be named as an additional insured.

All insurance coverage shall be written through a carrier licensed in Arizona, or an approved non-admitted list of carriers published by the Arizona Department of Insurance, and possessing an A.M. Best rating of at least A- or above with policies and forms satisfactory to the City.

The Contractor shall submit to the City a certificate of insurance evidencing the coverage and limits stated in the foregoing paragraph within ten (10) days of award of this Contract. City shall not issue a "Notice to Proceed" until after Contractor has submitted the certificate of insurance to City. Insurance evidenced by the certificate shall not expire or be canceled or materially changed without thirty (30) days prior written notice to the City, and a statement to that effect must appear on the face of the certificate and the certificate shall be signed by a person authorized to bind the insurer.

The insurance policies, except Workers' Compensation required by this Contract, shall name the City, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

4.19 FEDERAL AND STATE EMPLOYMENT IMMIGRATION LAWS

To the extent applicable under A.R.S. § 41-4401, Contractor warrants its and its subcontractors' compliance with all federal immigration laws and regulations that relate to their compliance with the E-verify requirements under A.R.S. § 23-214(A). Contractor's or its subcontractors' breach of the above-mentioned warranty shall be deemed a material breach of the Contract and may result in the termination of the Contract by the City. The City retains the legal right to randomly inspect the papers and records of Contractor and its subcontractors to ensure that the Contractor and its

subcontractors are complying with the above-mentioned warranty.

The Contractor warrants to keep the papers and records open for random inspection during normal business hours by the City. The Contractor shall cooperate with the City's random inspections including granting the City entry rights to Contractor's property to perform the random inspections and waiving its right to keep such papers and records confidential. The failure of Contractor to comply with this warranty regarding the keeping of papers and records and cooperating with City's random inspections shall constitute a material breach of the Contract and the City will have the right to immediately terminate the Contract.

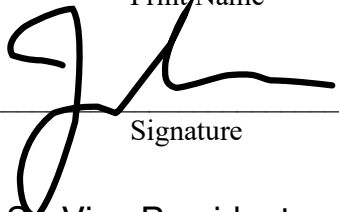
4.20 SEVERABILITY

If any term or provision of this Contract shall be found to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, this Contract shall remain in full force and effect and such term or provision shall be deemed to be deleted.

CITY OF EL MIRAGE

CONTRACTOR: BrightView Landscape Services, Inc.

By: J. Crystal Dyches
Its: City Manager

By: Joshua Dake
Print Name
By: 
Signature
Its: St. Vice President
Title

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

City of El Mirage

Solicitation Number: PW21-LM01

Landscape Maintenance Services



Presented By:



BrightView Landscape Services Inc.

Natalia Lingos & Anthony Cercone

Business Developers

2902 East Illini St. | Phoenix AZ 85040
Phone: (602) 245-5042 | Fax: (602) 276-8191
ROC 073340 CR-21

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Valerie Ojeda
Purchasing Specialist



City of El Mirage

We are pleased to submit a proposal for City of El Mirage, Solicitation Number: PW21-LM01 Landscape Maintenance Services. BrightView leverages over 80 years of industry knowledge, innovation, experience, and expertise to create the next generation landscape. BrightView provides local experts backed by national resources, bringing you the reliability, support and knowledge needed to get your job. We commit to providing you quality service within the time period specified.

We feel that due our current experience and knowledge of municipal landscaping we are uniquely qualified to be selected as your landscape maintenance firm. We know we can deliver a well thought out Landscape Management Program that affordably meets the City of El Mirage's requirements. During our tenure in Arizona we have started working with multiple Municipalities on their landscape maintenance.

BrightView started as an Organization in 1939 and opened in Arizona in 1973. We currently have nine production branches throughout Arizona and we employ over 1000 full time employees

LOCATION AND CONTACT INFORMATION:

We will be conducting the maintenance services for the City of El Mirage from our Branch located at 10237 W. El Mirage, AZ 85335. All laborers, foremen, superintendents and management will be based out of this location.

As Business Developers if you have any questions or need anything during the bidding process, you may contact Anthony.Cercone@brightview.com, or my direct cell number 480-204-8464, with any additional information or questions.

We look forward for the opportunity to work with the City of El Mirage on this particular project.

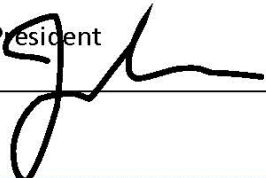
Sincerely,

Natalia Lingos
Business Developer
BrightView Landscape Services, Inc.

Anthony Cercone
Business Developer
BrightView Landscape Services, Inc.

Authority Signature Representative:

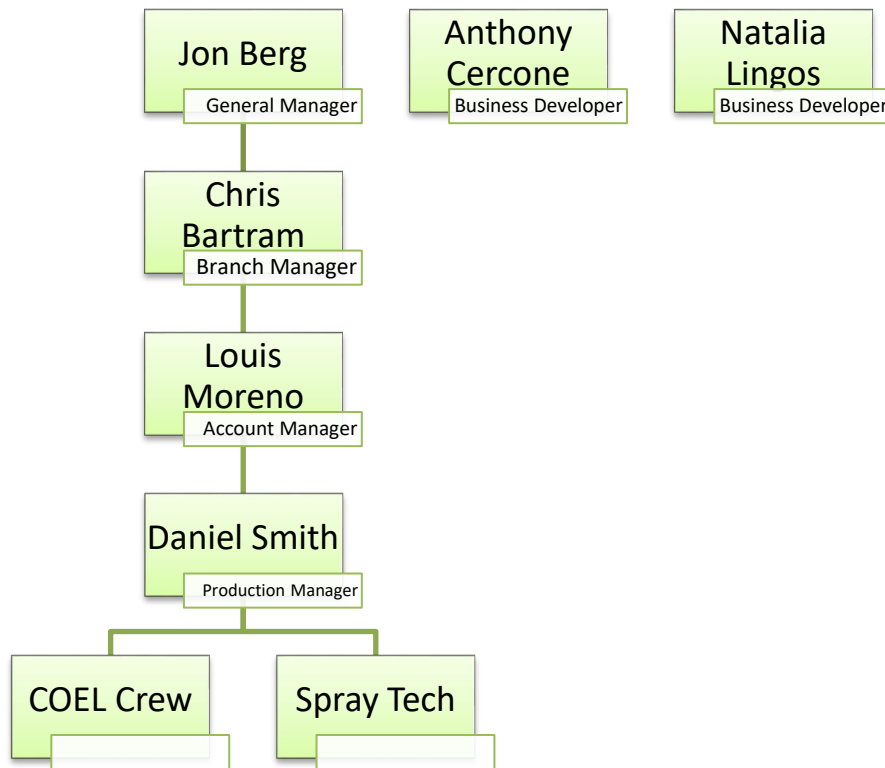
Joshua Dake
Senior Vice President

Signature:  _____ Date: 5/26/21

KEY REPRESENTATIVES FOR CITY REGARDING SOLICITATION

<p style="text-align: center;">Anthony Cercone Business Developer BrightView Landscape Services, Inc. 480-204-8464 Anthony.Cercone@BrightView.com</p>	<p style="text-align: center;">Jon Berg General Manager BrightView Landscape Services, Inc. 602-422-6815 Jon.berg@BrightView.com</p>
<p style="text-align: center;">Chris Bartram Branch Manager BrightView Landscape Services, Inc. 602-577-7266 Chris.Bartram@BrightView.com</p>	<p style="text-align: center;">Natalia Lingos Business Developer BrightView Landscape Services, Inc. 480-521-6046 Natila.Lingos@BrightView.com</p>

BRIGHTVIEW ORGANIZATION CHART FOR CITY OF EL MIRAGE



STAFF CERTIFICATIONS-

The certifications below are held by the personnel BrightView would have available to City of El Mirage

	Office of Pest Management (OPM) Qualified Party Certified Applicator		Arizona Landscape Contractors Association (ALCA) Sustainable Landscape Management		International Society of Arboriculture (ISA) Certified Arborist
	Irrigation Association Certified Irrigation Auditor		Arizona Landscape Contractors Professional Certified Landscape Professional		Arizona Landscape Contractors Association (ALCA) Certified Landscape Professional

STAFFING- SENIOR AND TECHNICAL STAFF

CHRIS BARTRAM – BRANCH MANAGER Chris.Bartram@Brightview.com

- Responsible for daily operations including Maintenance, Enhancement, Tree Care and Office Administration.
- Completes regular quality inspection evaluations of your property to hold Account Managers, Production Managers and crews accountable for highest quality, efficiency and safety
- Develops and maintains relationships with customers to ensure we are exceeding your expectations
- Mentors your Project Manager in developing management skills and gaining a deeper horticulture knowledge
- Ensure that his staff is prepared to deliver the services that are expected from an industry leaders

LOUIS MORENO – ACCOUNT MANAGER Louis.Moreno@Brightview.com

- Communicates regularly with customers to understand your needs and priorities, report on status of landscape operations and continually understands how we can increase your satisfaction with BrightView
- Coordinates daily operations of landscape crews according to scope of work, your priorities and best horticultural practices, to achieve the highest quality
- Builds an outstanding production team; supports a team environment
- Development of service schedules, provides leadership, assists in training crews and establish protocol to meet contract specifications
- Work closely with, Spray Tech and Landscape crews according to the scope of work
- Develop a solid understanding of the contract in order to provide the services expected in scope of work

DANIEL SMITH – PRODUCTION MANAGER Daniel.Smith@Brightview.com

- Communicates daily with Account Manager to discuss daily, weekly and monthly schedule
- Work closely with Irrigation Techs, Spray Tech and landscape crews according to the scope of work
- Responsibility will include developing a detailed weed control program in turf and landscape areas while adhere to federal and state requirement established by Arizona Pest Management
- Responsibility for proper application of herbicides and fertilizer to ensure a safe working environment for the public

MICHAEL GIBSON – LICENSED CHEMICAL APPLICATOR Mike.Gibson@Brightview.com

- Communicates daily with Account Manager and Production Manager to discuss daily, weekly and monthly weed abatement plan in turf areas and all landscape areas
- Develop a detailed Pre and Post Emergent Schedule
- Responsibilities include proper application of herbicides
- Adhere to federal and state requirements for weed control established by Arizona Pest Management
- Certified Pest Control Applicator (Right-of-Ways, Turf and Ornamental Weed Control)

KEITH KELLOGG – TREE CARE BRANCH MANAGER Keith.Kellogg@Brightview.com

- Oversee operations during Tree Care service for El Mirage Facility
- Assist in preparation of a Tree Care Service budget and Tree Inventory for El Mirage Facility
- International Certified Society of Arboriculture (ISA) Certified Arborist
- International Certified Society of Arboriculture (ISA) Certified Tree Climber

JON BERG - GENERAL MANAGER Jon.Berg@Brightview.com

- Constantly works to provide you with industry-leading value for the cost by improving BrightView's daily operations and value-added services, as well as creating innovative cost-reduction solutions
- Recruits and develops managers and field personnel that have a proven track record of industry success
- Builds and maintains relationships with customers to ensure we are exceeding your expectations.

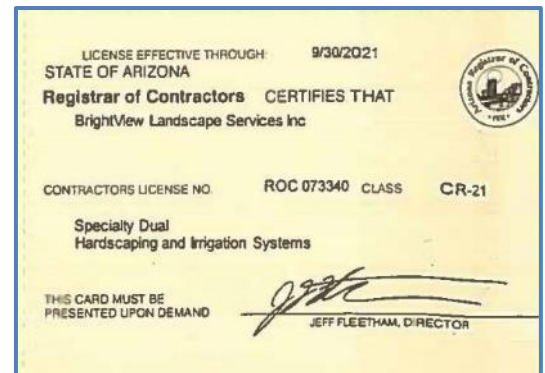
BRIGHTVIEW'S QUALIFICATIONS, ABILITIES, EXPERIENCE, & EXPERTISE

Established in 1939, we are America's top commercial landscape company with over \$2B in revenues. We plan, build and maintain hundreds of city parks and streetscapes, and cultivate healthy turf across America at Major League ballparks, the Olympics, D.C.'s National Mall, and on corporate and university campuses. Our values, customer focus and family roots run deep, making BrightView an ideal company to provide the City of El Mirage with the highest quality of service. When you partner with BrightView, you receive personal service and proven expertise of a local, dedicated team backed by the strength and resources of the nation's largest and most experienced landscape services company. In doing so, we commit to understanding your needs by creating a customized plan, and following through with flawless execution every day.

We currently have five branches in the Phoenix Market with each working with several municipalities throughout the Valley. During our tenure in Arizona we have started working with multiple Municipalities on their landscape maintenance, such as City of Phoenix, City of Tucson, City of Mesa, City of Peoria, City of Buckeye, City of Apache Junction, City of El Mirage, and City of Fountain Hills.

OFFEROR'S LICENSES

LICENSES



Pesticide Qualified Party License

Mike Gibson

License # 30059

Exp. Date: May 31st 2022

Certified Arborist

Keith Kellogg

ISA-WE-11120AT

Exp. Date: Jun 30th 2021

ATTACHMENT C STATEMENT OF CONTRACTORS QUALIFICATIONS

Attachment C- Statement of Contractors Qualifications

Proposers shall answer all questions and the data given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets. The Proposer may submit any additional information they desire.

1. Name of Proposer: BrightView Landscape Services, Inc.
 2. Main office address: 2902 E Illini St., Phoenix, AZ 85040 / 980 Jolly Bell Rd., Suite 300, Blue Bell, Pa 19422
 3. When organized: Incorporated in 1973 in Arizona; Nationally organized in 1939
 4. If incorporated, where incorporated: Arizona
 5. How many years have you been engaged in the contracting business under your present firm or trade name: 82 years
 6. Contracts on hand: 500+ Accounts in Arizona
 7. General character of work performed by your company: Landscape Maintenance Services
-
8. Have you ever defaulted on a contract: No
 9. List on an attached sheet, the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed. Include a contact person and phone # for each. See Additional Information on Attachment B - Reference Pages; References are current completed work.
 10. List your major equipment available for this contract: See page 8 and 17 of proposal.
 11. Experience in work similar in importance to this project: Enhancement, Development, Design, and Maintenance
 12. Background and experience of the principal members of your organization, including the officers: All officers can be found at www.brightview.com/company/leadership
-

RESOURCES AVAILABLE TO PERFORM SCOPE OF WORK



EQUIPMENT

Local Phoenix Branches Equipment – National/Market Development resources are available if needed		
Trucks/Vehicles/Heavy Equip.	Mowers/Carts/Misc. Equipment	Small Powered Equipment
<ul style="list-style-type: none"> • F150- extended cab trucks • F250-Crew cab trucks • Isuzu Cab over dumps. • Ford Transit Vans • Toyota Tacoma trucks • Ford Ranger trucks • Ford Fusion cars • Tree boom truck • Water truck • Bobcat • Loaders 	<ul style="list-style-type: none"> • 21” Self-Propelled Mowers • 48” Ex-Mark walking mower • 60” Ex-Mark standing mower • 60” Ex-Mark riding mower • 72” Ex-Mark riding mower • Pull behind chippers • John Deer cart w/ dump • John Deer cart w/spray rig • Workman Turf painting rig • 6 seated golf cart 	<ul style="list-style-type: none"> • Commercial grade Blowers • Commercial grade Stick Edger • Commercial grade Line trimmers • Commercial grade DG Brush • Commercial grade Long handled Shears • Commercial grade chainsaw • Commercial grade walk behind edger • Tow & walk behind aerators

ABILITIES

<p>Design</p> <ul style="list-style-type: none"> ☐ Enhancement design Estimation ☐ Digital design imaging (before/after images) ☐ Annual landscape budget Schedule assistance ☐ Long-term site development planning 	<p>Plantscape</p> <ul style="list-style-type: none"> ☐ Installation – Trees Shrubs Groundcover Turf ☐ Annual color installation ☐ Field disking Weed abatement ☐ Soil testing Analysis ☐ Soil import Amendment Grading ☐ Granite replenishment
<p>Hardscape</p> <ul style="list-style-type: none"> ☐ Landscape edging: Redwood header board ☐ Concrete Brick Stone ☐ Decorative rock: Boulders or cobblestones ☐ Sidewalks/paths: Stepping stones ☐ Decomposed granite ☐ Concrete ☐ Pavers Brick Flagstone ☐ Erosion control: Jute mesh Groundcover ☐ Temporary plastic covers ☐ Site furnishings: Park benches Tables ☐ Fence work: Installation & repair ☐ Drainage: French drain ☐ Inlet drain ☐ Porous paving (grass or crushed rock surface) for fire lane access/heavy traffic areas ☐ Turf to granite renovation 	<p>Irrigation Management</p> <ul style="list-style-type: none"> ☐ New system design Estimation ☐ Existing system mapping ☐ System installation Retrofit ☐ System inspection and repair ☐ Backflow: Repair and installation ☐ Testing and certification ☐ Insulation boot installation ☐ Water meter installation & calibration ☐ Certified irrigation water auditing ☐ Cross-connection inspection & analysis ☐ Recycled/reclaimed water system installation ☐ Recycled/reclaimed water annual site inspection ☐ Central controller systems installation & maintenance ☐ Smart (Evapotranspiration) controllers

EXPERIENCE IN PERFORMING MUNICIPAL LANDSCAPE SERVICES

BrightView has been providing Landscape Management Services in the Arizona desert for over 47 years. We are the largest landscape management company in Arizona. We have developed and estimating process that ensures we have the adequate staff, equipment, materials, and management to meet the intent of the specifications. We have also pioneered techniques that are now commonplace in the industry. From installing some of the earliest drip irrigation systems to being at the forefront of rejuvenation pruning and smart controllers, BrightView constantly looks for ways to meet the needs of our clients.

We have an excellent working relationship with our city partners, our demonstrated experience in staffing and equipping large projects should give you the peace of mind that this scope of work is not too large for us. Just as important, we have the experience to provide these services in a manner that is safe for the public and our crews. Beyond our dedication to the schedule aspect of landscape management, we also have separate resources available when projects or emergencies arise. Enhancement crews, Trees Services and Irrigation crews are in place to do renovations, cutbacks, over-seeding, clean-ups and improvement to irrigation systems. BrightView stays mindful to budgetary needs and timelines, and would never conduct any work without prior approval.

COMPANY EXPERIENCE FOR SIMILAR SCOPE- (Arizona) Currently In Contract

City of Phoenix	City of Peoria
City of Tucson	City of Apache Junction
City of Mesa	City of Glendale
City of El Mirage	City of Buckeye
Town of Gilbert	Gilbert Public School District

EMERGENCY REQUEST IN ADDITION TO NORMAL WORK

- We will keep you informed when addressing unknown factors that occur from Mother Nature
- You will have 24/7 access to your Account Manager, by telephone and email
- Emergencies that occur outside of regular business hours will be dealt with depending on the severity of the situation
 - For minor irrigation issues, we will do everything possible to turn off the water supply within two hours or less of being notified and fix the problem the next business day.
 - All safety hazards will be resolved at the time we are notified.
 - You can expect a response and proposed solutions to after-hours emergencies within two hours or less.

NAME	TITLE	PHONE NUMBER
Louis Moreno	Account Manager	602-245-3954
24/7/365 After-hours emergency	On-Call Manager	602-276-5900
Chris Bartram	Branch Manager	602-577-7266
Natalia Lingos	Business Developer	480-521-6046

BrightView has a 24 hour on call number for after hour emergencies with a 2 hour response time

ATTACHMENT B – REFERENCES

ATTACHMENT B – REFERENCES

(To be included with Proposal Submittal)

List a minimum of three (3) references of current or former clients/customers familiar with your work, whom the Finance Department may contact:

1. Company: City of Mesa Transportation - 5 years - Approx. \$1,600,000.00
Contact: Deryl Smith
Address: 20 E. Main Street
Mesa, AZ 85201
Phone: (480) 664-2564; Deryl.Smith@mesaaz.gov
2. Company: Town of Gilbert Streets - 4 years - Approx. \$845,000.00
Contact: Robert Gordon
Address: 900 East Juniper Ave
Gilbert, AZ 85234
Phone: (480) 503-6451; Robert.Gordon@gilbertaz.gov
3. Company: City of Peoria - 3 years - Approx. \$894,000.000
Contact: Ryan McCartney
Address: 8401 West Monroe Street
Peoria, AZ 85345
Phone: (623) 773-8006; Ryan.Mccartney@peoriaaz.gov

TRAINING PLAN- SAFETY PROGRAM AND POLICIES

BRIGHTVIEW'S SAFETY POLICY

BrightView is committed to operating our business in a responsible manner. The opportunity to deliver world-class professional services and create inspiring and safe landscapes for our clients and customers is a privilege and responsibility that we work hard to protect and advance every day. In delivering the highest quality service, our dedicated team members across BrightView understands that nothing is more important than the safety of our people, customers, and the communities we serve. As one of our core values, safety helps to define BrightView and how we drive and deliver Confidence from Excellence.

BRIGHTVIEW'S SAFETY COMMITMENT

- We actively strive for continuous improvement of our safety performance in relentless pursuit of our vision of creating a workplace where No One Gets Hurt.
- We instill a sense of ownership and responsibility in our team members so that everyone has the right to stop and question any work activity that causes concern about their personal safety and to report hazards or unsafe conditions on our jobs or in our yards that may impact the safety of others, or the safety of our services.
- We foster a culture where all leaders and team members are empowered to address safety risks and prevent incidents and injuries.
- We provide a safe work environment that places significant value on the health and welfare of our team members, and integrates safety into our management decisions and operating practices.
- We regularly train our people on their responsibilities to create and maintain a safe and healthy work environment.
- We hold ourselves accountable to be a leader in business performance which includes as the top priority, our safety performance.
- We comply with Occupational Safety and Health Act (OSHA) regulations and company safety policies that are designed to protect our people from known workplace hazards.

GENERAL SAFETY RULES

- Every crew truck and trailer shall be equipped with a water cooler and drinking cups to provide enough water throughout the work day. It is recommended that team members drink at least one quart of clean, cool drinking water per hour.
- Report all accidents/injuries/incidents to a supervisor or a member of management immediately, but in all cases, before the end of the shift, whether or not medical treatment is required.
- Team members shall, at all times, be aware of their surroundings and avoid distractions to prevent injuring themselves and others or causing damage to property, equipment or vehicles.
- Visually inspect jobsites before starting or leaving work and correct any unsafe conditions. Any potentially unsafe act or condition must be reported to a supervisor or a member of management immediately, and must be corrected before starting, continuing or leaving a jobsite.
- When preparing to lift an object, assess the load. If load is over 50 pounds, or awkward in nature such as a full burlap, get help or use a lifting device and/or ramp. Use proper lifting techniques. Lift with the back straight and legs bent.
- When assisting a person whose injury results in bleeding, team members should protect themselves against blood borne pathogens by wearing latex or vinyl gloves.
- Good housekeeping is to be maintained at all facilities, jobsites and in all company vehicles. Store all materials in their proper place and clean as you go to prevent trip hazards.
- Smoking is prohibited in company vehicles and on company property unless it has been specifically designated by Management as a smoking area.
- Horseplay is not permitted at any time.
- Team members shall not enter into certain areas that may be posted "Authorized Personnel Only" unless they are cleared by authorized Management to do so.
- Unauthorized individuals/non-team members are not permitted into any company work areas.

TRAINING PLAN- WORKING IN PUBLIC AREAS/HWYS/RIGHT OF WAYS

	EHS Department	Procedure	Roadway Work
		Policy #	BEHSP-040
		Revision #	4
		Implementation Date	November 2015
Page #	1 of 11	Last Reviewed/Update Date	November 2017
Procedure Owner	EHS Team	Approval	Mark Ludewig

1. Purpose

This document provides a systematic approach to safely working in areas adjacent to roadways.

2. Scope and Audience

This procedure applies to BrightView and all of its subsidiaries and legal entities, including all employees, contractors, and vendors, and is intended to meet regulatory requirements or obligations.

The information contained herein applies to all team members and regional EHS Area Directors, and Regional Safety Managers and is intended for use when performing work along roadways or when impeding traffic.

3. Roles and Responsibilities

Branch Leadership

When estimating contracts, management care shall be taken to understand and highlight the hazard and our plan to reduce risks, with recommendations to ensure our estimate and proposal include appropriate safety measures.

Provide adequate work zone safety devices and PPE. This includes adequate trailer and 5 cones with a trailer.

Ensure team members are trained according to state and/or local regulations.

Ensure team members follow established safe work practices for work in or near roadways (Common Scenarios and APPENDIX B – Common Signs and Devices).

Ensure a Competent Person is present.

Team Members

Follow established safe work practices for work in or near roadways (APPENDIX B – Common Signs and Devices).

Wear required PPE.

Must not perform work in or near roadways.

4. Protocol

Plan Activities to Minimize Noise: If work is loud and can require noise abatement.

Limit clean-up to only what is necessary.

Assess whether blowing dirt or debris is necessary.

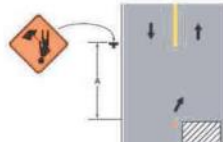
Take steps to minimize dust or debris to the landscape to the extent possible.

Where possible, deploy and use appropriately equipped vehicles.

When working within or near roadways, a Plan must be developed.

	EHS Department	Procedure	Roadway Work
		Policy #	BEHSP-040
		Revision #	4
		Implementation Date	November 2015
Page #	7 of 11	Last Reviewed/Update Date	November 2017
Procedure Owner	EHS Team	Approval	Mark Ludewig

LANE CLOSURES



Road Type	Distance Between Signs
Urban (< 40 mph)	100 feet
Urban (> 40 mph)	350 feet
Rural	500 feet
Freeway	1000 feet

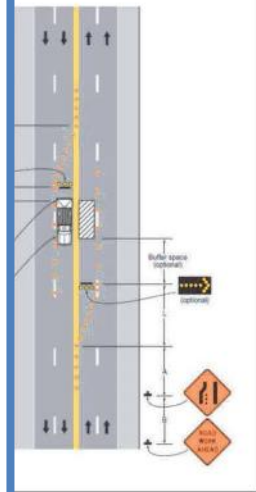
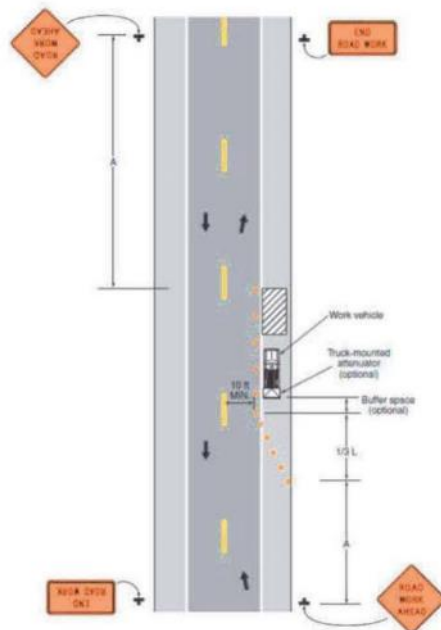
* Place initial warning sign in advance of work zone and repeat as indicated in table.

	EHS Department	Procedure	Roadway Work
		Policy #	BEHSP-040
		Revision #	4
		Implementation Date	November 2015
Page #	5 of 11	Last Reviewed/Update Date	November 2017
Procedure Owner	EHS Team	Approval	Mark Ludewig

WORK ON SHOULDER/ MINOR LANE ENCROACHMENT

Road Type	Distance Between Signs
Urban (< 40 mph)	100 feet
Urban (> 40 mph)	350 feet
Rural	500 feet
Freeway	1000 feet

* Place initial warning sign in advance of work zone and repeat as indicated in table.



PROJECT APPROACH- WEEKLY WORK SCHEDULING

BrightView shall provide landscaping schedules for each site after award of contract. The schedules for each site shall be compiled into a single MS excel workbook. We have provided an example of this workbook in the Monthly reporting page of this Proposal. Your assigned Account Manager will be responsible to tracking and documenting the below information in conjunction with your city representatives.

BrightView scheduling and Tracking will be an interface of multiple documents including:

- **HORTICULTURAL CALENDAR-** this will allow us to plan the projected services throughout the year with the best timeframes for the appropriate services and plant health. It will include all aspects of the scope of work such as turf care, tree care, plant management, and irrigation checks.
- **EXCEL TRACKING DOCUMENT-** This will provide tracking that services have been completed and when such services were completed. This can be shared with the city on a regular basis.
- **ROUTINE QSA'S-** These are used in conjunction with all other documents to provide photographic tracking of requested and routine services. This can be done with the city onsite managers for each locations.

Quality Site Assessment

General Information

Property Name: Peonia Landscapes/Liter Cntrl
 Date: Monday, June 01, 2020
 Next Inspection Date:
 Client Attendees: Ryan McCarthey
 BrightView Attendees: Chris Barkam, Al Vega

CUSTOMER FOCUS AREA:
 Litter / Weeds / Line of Sight

MAINTENANCE ITEMS:

- RW0401 broken limbs and debris in gutter
- RW0401 Clean up debris.
- RW0403 encroaching shrubs and trees
- RW0403 pruned back trees and shrubs
- Sports Complex, Downed limb
- Sports Complex removed limb
- RW0425 weeds
- RW0425 removed weeds
- RW0480 weeds
- RW0480 removed weeds
- RW0216 encroaching shrubs
- RW0216 pruned back
- RW0279 low tree
- RW0278 elevated tree
- RW0437 low limbs
- RW0473 elevated limbs
- RW0474 tree suckers
- RW0474 removed tree suckers
- RW0251 broken tree limbs
- RW0251 removed broken limbs

RECOMMENDATIONS FOR PROPERTY ENHANCEMENTS:

NOTES TO OWNER/CLIENT:

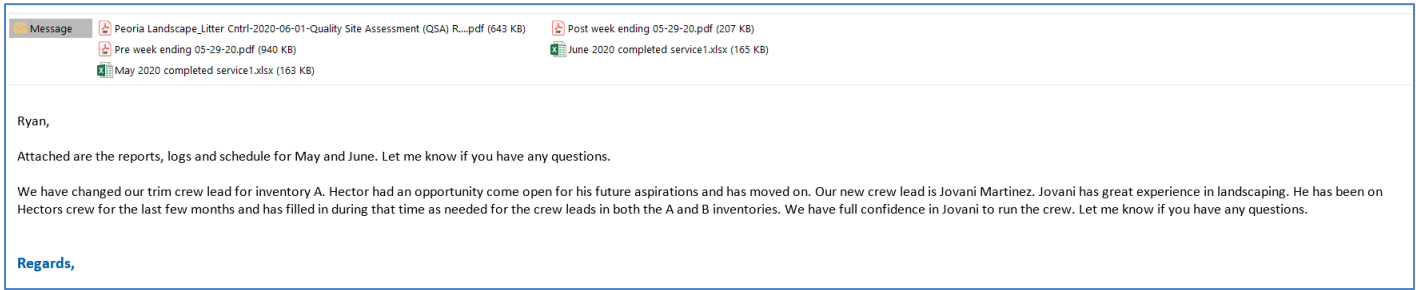
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		January	February	March	April	May	June	July	August	September	October	November	December	As Needed
Turf	Mow	*	*	*	*	*	*	*	*	*	*	*	*	*
	Blowing	*	*	*	*	*	*	*	*	*	*	*	*	*
	Edge	*	*	*	*	*	*	*	*	*	*	*	*	*
	Aeration			*										
	Fertilizer	*				*			*				*	
	Blowing turf edges	*	*	*	*	*	*	*	*	*	*	*	*	*
Shrubs/ Granite	Post-emergent weed control	*	*	*	*	*	*	*	*	*	*	*	*	*
	Pre-emergent weed control				*							*		*
	Fertilization					*								
	Trimming					*								*
	Raking	*	*	*	*	*	*	*	*	*	*	*	*	*
	Debris blowing	*	*	*	*	*	*	*	*	*	*	*	*	*
Tree Care	Tree care up to 10'	*	*	*	*	*	*	*	*	*	*	*	*	*
	Sucker removal													
Irrigation	Inspections	*	*	*	*	*	*	*	*	*	*	*	*	*
	Adjustments	*	*	*	*	*	*	*	*	*	*	*	*	*

	Completed	Date of Service	UNIT ID	LOS	CATEGORY	ARE
86	X	5/6/2020	RW00298	2	MEDIAN	2.7
87	X	5/6/2020	RW0030	2	ROW	20.6
88	X	5/6/2020	RW0028A	2	MEDIAN	10.2
89	X	5/6/2020	RW0619	3	MEDIAN	1.1
90	X	5/6/2020	RW0615	3	MEDIAN	.98
91	X	5/6/2020	RW0616	3	MEDIAN	10.5
92	X	5/6/2020	RW0038	3	ROW	11.4
93	X	5/6/2020	RW0037	3	ROW	5.11
94	X	5/6/2020	RW0617	3	MEDIAN	15.6
95	X	5/6/2020	RW0036	3	ROW	3.7
96	X	5/6/2020	RW0035	3	ROW	13.6
97	X	5/6/2020	RW0618	3	MEDIAN	15.5
98	X	5/6/2020	RW0027	3	MEDIAN	9.7
99	X	5/6/2020	RW0026	3	ROW	2.8
100	X	5/6/2020	RW0025	3	ROW	12.3
101	X	5/6/2020	RW0024	3	ROW	12.0
102	X	5/6/2020	RW0023	3	ROW	17.3
103	X	5/6/2020	RW0019	3	ROW	31.0
104	X	5/7/2020	RW0018A	2	ROW	37.4
105	X	5/7/2020	RW0017B	2	ROW	23.1
106	X	5/7/2020	RW0017A	2	ROW	6.9
107	X	5/7/2020	RW0015A	2	ROW	34.8
108	X	5/7/2020	RW0015B	2	ROW	26.1
109	X	5/7/2020	RW0016A	2	ROW	26.2
110	X	5/7/2020	RW0016B	2	ROW	6.6
111	X	5/7/2020	RW0018B	2	ROW	14.4
112	X	5/7/2020	RW0020	3	ROW	31.1
113	X	5/7/2020	RW0021	2	ROW	18.0
114	X	5/7/2020	RW0014C	2	ROW	95.5
115	X	5/7/2020	RW0016C	2	ROW	1.9
116	X	5/7/2020	RW0090B	2	ROW	13.8
117	X	5/8/2020	RW0090A	2	ROW	9.11
118	X	5/8/2020	RW0089	3	ROW	3.61
119	X	5/8/2020	RW0088B	2	ROW	8.7
120	X	5/8/2020	RW0088A	2	ROW	12.4
121	X	5/8/2020	RW0085	2	ROW	5.0
122	X	5/8/2020	RW0087A	3	ROW	1.6
123	X	5/8/2020	RW0087B	3	ROW	2.7

PROJECT APPROACH- MONTHLY REPORTING

BrightView will provide monthly reports that will be in a single excel file for all El Mirage locations.



Completed	Date of Service	UNIT ID	LOS	CATEGORY	AREA	PRIMARY STREET	FROM STREET	TO STREET	INVENTORY
X	5/6/2020	RW0028B	2	MEDIAN	2,767	83RD AV MEDIAN	RUTH AV	ALICE AV	A
X	5/6/2020	RW0030	2	ROW	20,675	83RD AV	BUTLER DR	ALICE AV	A
X	5/6/2020	RW0028A	2	MEDIAN	10,218	83RD AV MEDIAN	BUTLER DR	RUTH AV	A
X	5/6/2020	RW0619	3	MEDIAN	1,151	BUTLER DR MEDIAN	91ST AV	90TH AV	A
X	5/6/2020	RW0615	3	MEDIAN	968	BUTLER DR MEDIAN	91ST AV	90TH AV	A
X	5/6/2020	RW0616	3	MEDIAN	10,562	BUTLER DR	90TH AV	89TH AV	A
X	5/6/2020	RW0038	3	ROW	11,449	89TH AV	MANZANITA DR	LAS PALMARITAS DR	A
X	5/6/2020	RW0037	3	ROW	5,176	89TH AV	GRISWOLD RD	LAS PALMARITAS DR	A
X	5/6/2020	RW0617	3	MEDIAN	15,674	BUTLER DR MEDIAN	89TH AV	87TH AV	A
X	5/6/2020	RW0036	3	ROW	3,716	87TH AV	GRISWOLD RD	LAS PALMARITAS DR	A
X	5/6/2020	RW0035	3	ROW	13,653	87TH AV	GRISWOLD RD	LAS PALMARITAS DR	A
X	5/6/2020	RW0618	3	MEDIAN	15,568	BUTLER DR MEDIAN	87TH AV	85TH AV	A
X	5/6/2020	RW0027	3	MEDIAN	9,714	BUTLER DR	83RD DR	85TH AV	A
X	5/6/2020	RW0026	3	ROW	2,381	BUTLER DR	83RD AV	83RD DR	A
X	5/6/2020	RW0025	3	ROW	12,343	83RD AV	LAS PALMARITAS DR	BUTLER DR	A
X	5/6/2020	RW0024	3	ROW	12,028	BUTLER DR	82ND LN	83RD AV	A
X	5/6/2020	RW0023	3	ROW	17,376	BUTLER DR	79TH AV	82ND LN	A
X	5/6/2020	RW0019	3	ROW	31,035	GOLDEN LN	75TH AV	77TH DR	A
X	5/7/2020	RW0018A	2	ROW	37,409	75TH AV	BUTLER DR	GOLDEN LN	A
X	5/7/2020	RW0017B	2	ROW	23,128	75TH AV	ROYAL PALM RD	BUTLER DR	A
X	5/7/2020	RW0017A	2	ROW	6,965	75TH AV	NORTHERN AV	ROYAL PALM RD	A
X	5/7/2020	RW0015A	2	ROW	34,866	75TH AV	NORTHERN AV	ROYAL PALM RD	A
X	5/7/2020	RW0015B	2	ROW	26,140	75TH AV	ROYAL PALM RD	BUTLER AV	A
X	5/7/2020	RW0016A	2	ROW	26,262	75TH AV	BUTLER AV	GOLDEN LN	A
X	5/7/2020	RW0016B	2	ROW	6,601	75TH AV	GOLDEN LN	OLIVE AV	A
X	5/7/2020	RW0018B	2	ROW	14,444	75TH AV	GOLDEN LN	OLIVE AV	A
X	5/7/2020	RW0020	3	ROW	31,182	GOLDEN LN	75TH AV	77TH DR	A
X	5/7/2020	RW0021	2	ROW	18,061	OLIVE AV	79TH AV	80TH AV	A
X	5/7/2020	RW0014C	2	ROW	95,574	OLIVE AV	75TH AV	77TH AV	A
X	5/7/2020	RW0016C	2	ROW	1,915	75TH AV	OLIVE FRONTAGE RD	OLIVE OVERPASS	A
X	5/7/2020	RW0090B	2	ROW	13,869	67TH AV	IRONWOOD DR	CHERYL DR	A
X	5/8/2020	RW0090A	2	ROW	9,157	67TH AV	MOUNTAIN VIEW RD	IRONWOOD DR	A
X	5/8/2020	RW0089	3	ROW	3,675	MOUNTAIN VIEW	67TH AV	69TH AV	A
X	5/8/2020	RW0088B	2	ROW	8,788	67TH AV	PALO VERDE AV	MOUNTAIN VIEW RD	A
X	5/8/2020	RW0088A	2	ROW	12,505	67TH AV	CAROL AV	PALO VERDE AV	A
X	5/8/2020	RW0085	2	ROW	5,033	OLIVE AV	68TH AV	69TH AV	A
X	5/8/2020	RW0087A	3	ROW	1,623	69TH AV	HATCHER RD	VOGEL AV	A
X	5/8/2020	RW0087B	3	ROW	2,777	69TH AV	VOGEL AV	MOUNTAIN VIEW RD	A

Each Location will have an identified tab that provides information for that location. Each will be updated weekly to keep a flow in reporting and sent to the City of El Mirage Monthly.

X	5/12/2020	RW0013F	2	ROW	79,524	GRAND AV	GOLDEN LN	OLIVE AV	A
X	5/12/2020	RW0013H	2	ROW	60,439	OLIVE AV	72ND AV	RAILROAD	A
X	5/13/2020	RW0013G	2	ROW	353,220	OLIVE AV	71ST AV	RAILROAD	A
X	5/13/2020	RW0126	2	ROW	207,533	OLIVE AV	75TH AV	76TH AV	A
X	5/13/2020	RW0014B	2	ROW	63,273	OLIVE AV	75TH AV	77TH AV	A
X	5/13/2020	RW0014D	2	ROW	5,286	OLIVE AV	76TH AV	77TH AV	A
X	5/13/2020	RW0022	2	ROW	1,203	79TH AV	OLIVE AV	OLIVE AV FRONTAGE	A

PROJECT APPROACH- QUALITY SITE ASSESSMENT

The Quality Site Assessment (QSA) system was created with five key elements in mind:

- To communicate with customers on a regular basis, monthly, bimonthly, quarterly, or yearly, based on customer preferences and the size of the account.
- To provide proactive suggestions for improvement through corrective actions and enhancements proposals.
- Continuously measure the performance of our team on the job site.
- To provide a tool for the Branch Manager to use to assess the status of all maintenance accounts throughout the year.
- To better gauge the growth of client relationships and partnerships

Quality Site Assessment

General Information

Property Name: GK Gilbert- Misc
Date: Friday, August 21, 2020
Next Inspection Date:
Client Attendees: San Tan Heights
Brightview Attendees: Jon Hasbrouck

CUSTOMER FOCUS AREA:

CARRYOVER ITEMS (CheckBox = DO

MAINTENANCE ITEMS:

- 1) Hunt Hwy & Mountain Vista - Stunning further curb appeal
- 2) Hunt Hwy & Mountain Vista - turf area is functioning properly or consider co
- 3) Hunt Hwy & Mountain Vista - turf area irrigation is functioning properly or co recommendations
- 4) Hunt Hwy & Mountain Vista - Bermuda spray and manually remove
- 5) Hunt Hwy & Mountain Vista - Turf area storm the night prior) large areas of
- 6) Hunt Hwy & Mountain Vista - NW of
- 7) Hunt Hwy & Mountain Vista - NW of
- 8) Hunt Hwy & Mountain Vista - behind unusual way that it will always impede
- 9) Hunt Hwy & Mountain Vista - behind storm), and turf allowed to grow outside
- 10) NW Mountain Vista Blvd - turf in ok s
- 11) Broken limbs present throughout the
- 12) Pocket park at Village Ln & Galeb R
- 13) Village Lane South of Galeb - Granit
- 14) Broken limbs present throughout the
- 15) Broken limbs present throughout the
- 16) Broken limbs present throughout the
- 17) Park located at Sonoran Trl & San T Trail
- 18) Park located at Sonoran Trl & San T
- 19) Park located at Sonoran Trl & San T needed desperately!

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Quality Site Assessment

- 20) Park located at Sonoran Trl & San Tan Heights Blvd - limbs down and bare dirt areas
- 21) Park located at Sonoran Trl & San Tan Heights Blvd - LIABILITY ISSUE - replace irrigation can lid to prevent tripping hazard
- 22) Park located at Sonoran Trl & San Tan Heights Blvd provide clean sidewalk edges
- 23) Park located at Sonoran Trl & San Tan Heights Blvd many areas here - See enhancement recommenda
- 24) Park located at Sonoran Trl & San Tan Heights Blvd need to redistribute to bare areas
- 25) Park located at Sonoran Trl & San Tan Heights Blvd (mower strike concern)
- 26) Park located at Sonoran Trl & San Tan Heights Blvd (mower strike concern)
- 27) Park located at Sonoran Trl & San Tan Heights Blvd
- 28) Broken limbs present throughout the community of
- 29) W San Tan Heights Blvd - Dead tree. Remove & R
- 30) Turf area along San Tan Heights & Double Bar Rd
- 31) White Canyon & Prospector Ave - Large bare dirt a
- 32) Drainage between Mesquite & North Cactus Way -
- 33) Outer perimeter as seen from Prospector Ave & Gc clearance for vehicle & pedestrian traffic
- 34) Outer perimeter as seen from Prospector Ave & Gc against the wall should be removed

RECOMMENDATIONS FOR PROPERTY ENHANC

- 1) A complete turf management plan should be create unmatched experience managing turf in the valley & MLB's official sports turf consultant.
- 2) BrightView's arborists have begin the tree inventory plan to address immediate issues along with a mul
- 3) We have identified many areas in the community th refreshed granite, BrightView would work with man and develop an annual plan to address these areas impact.
- 4) Numerous opportunities exist to reduce turf areas v result in increased aesthetics and functionality

NOTES TO OWNER/CLIENT:


- 1) Thank you for the opportunity to provide a profess forward to partnering with the community!

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Quality Site Assessment

Maintenance Items


Hunt Hwy & Mountain Vista - stunning entry monument, consider adding additional color for further curb appeal



[1 / 34]

Maintenance Items


Hunt Hwy & Mountain Vista - turf area right at the sidewalk corner is in bad shape, verify irrigation is functioning properly or consider converting this area to granite



[2 / 34]

Maintenance Items


Hunt Hwy & Mountain Vista - turf area right along the sidewalk corner is in bad shape, verify irrigation is functioning properly or consider converting this area to granite. See enhancement recommendations



[3 / 34]

Maintenance Items

Hunt Hwy & Mountain Vista - Bermuda growing in granite area along Hunt Hwy sidewalk, spot spray and manually remove



[4 / 34]

BrightView.com
Confidential Page 3 of 12

PROJECT APPROACH- UNDERSTANDING OF REQUIRED SERVICES

BrightView is an advocate for effectiveness and efficiencies. With that in mind, our approach will be to have a dedicated Crew. They will perform the daily cleaning, detailed maintenance cleaning and vegetation pruning. The crew will be independent and have an experienced working Crew Leader. The Crew Leader and all personnel will be well versed, experienced and familiar with this contract and the goals set forth.

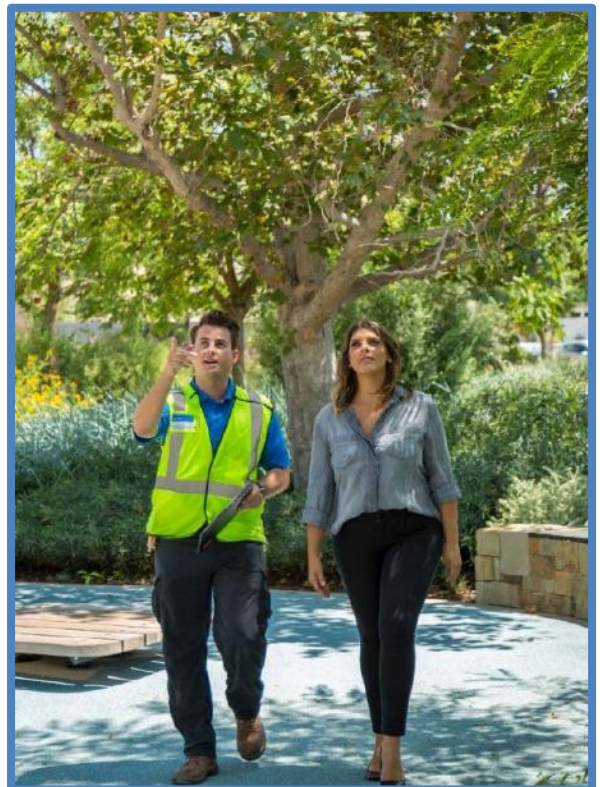
BrightView will also assign a Spray Technician completing required contract services. Michael Gibson our QP has been a spray technician for 30 plus years, who has vast experience with all types of weeds and the proper and safe use of chemicals, and will be overseeing application and procedures for the spray tech assigned to City of El Mirage.

The Account Manager will monitor the Crews to assure that they remain on schedule. He will meet Speak with City Representative to understand needs and priorities and report on status of landscape operations and continually understand how the Crew can increase client satisfaction with BrightView. He will coordinate daily operations of landscape crews according to scope of work, meet best horticultural practices to achieve the highest quality. He will build an outstanding production team by assisting and training the crews and complete reports. The Account Manager will develop service schedules, provide leadership and assist in training crews and establish protocol to meet contract specifications. He will work closely with the Production and Spray Technician according to the scope of work.

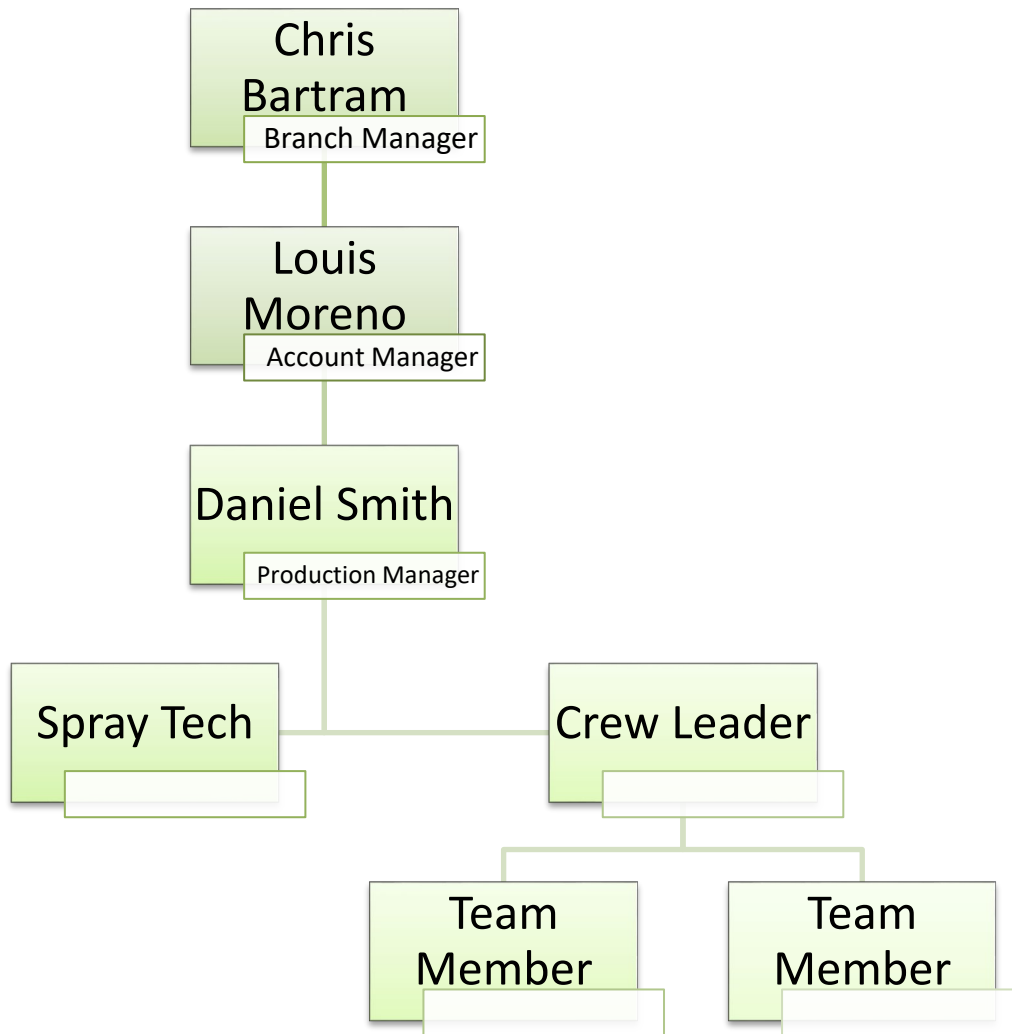
The Account Manager will also conduct regular quality Inspections to assure that the City of El Mirage Facilities is serviced and presented in a clean and neat appearance.

Oversight of the Account Manager will be the responsibility of Chris Bartram, BrightView Branch Manager. He has 15 Years of experience in the landscape industry. He will work closely with Account Managers in creating a work schedule that can be modified when necessary. He will assist the Account Manager in coordinate seasonal rejuvenation cutbacks and selective pruning schedule in conjunction with City of El Mirage representatives. Chris will ensure areas are presentable, high quality and weed free. Ryan is available for consultations and reviews when required.

We believe BrightView is the right choice for El Mirage as we have the necessary experienced personnel, Municipal experience, equipment and financial resources to perform this contract. We have always strived to perform and deliver the best possible product at a fair cost.



PROJECT APPROACH- PROPOSED CREW SIZES AND PERSONNEL



-City of El Mirage staffing- 3 Field Employees + Spray Technician

In addition to field personnel, there will be a Production Manager and Account Manager to oversee the areas.

Supervisor Trucks Ford F150 Lic Plate Ford 150 Lic Plate	Crew Trucks Ford F250 Lic Plate HRA1CCA 7x16 Open Screen Trailer	Spray Trucks GMC 1500 Spray Gator
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COST PROPOSAL

ATTACHMENT D – COST PROPOSAL

(To be included with Proposal Submittal)

PROPOSAL TAB

SECTION	NAME	YEAR ONE COST	YEAR TWO COST	YEAR THREE COST
1	LANDSCAPE MAINTENANCE & LITTER REMOVAL FOR BRISAS PARK NORTH	\$3,558.33	\$3,647.29	\$3,738.47
1a	OVER-SEED TURF AREAS AT BRISAS PARK NORTH	\$1,985.10	\$2,034.73	\$2,085.60
2	LANDSCAPE MAINTENANCE & LITTER REMOVAL FOR BRISAS PARK SOUTH	\$4,109.28	\$4,212.01	\$4,317.32
2a	OVER-SEED TURF AREAS AT BRISAS PARK SOUTH	\$1,584.30	\$1,623.91	\$1,664.51
3	LANDSCAPE MAINTENANCE & LITTER REMOVAL FOR SURRY PARK	\$8,589.58	\$8,804.32	\$9,024.43
3a	OVER-SEED TURF AREAS AT SURRY PARK	\$3,262.95	\$3,334.52	\$3,428.14
4	LANDSCAPE MAINTENANCE & LITTER REMOVAL FOR DREYFUS PARK	\$1,348.82	\$1,382.54	\$1,417.11
4a	OVER-SEED TURF AREAS AT DREYFUS PARK	\$84.15	\$86.25	\$88.41
5	LANDSCAPE MAINTENANCE & LITTER REMOVAL FOR DAHLIA PARK	\$2,239.60	\$2,295.59	\$2,352.98
5a	OVER-SEED TURF AREAS AT DAHLIA PARK	n/a	n/a	n/a
6	LANDSCAPE MAINTENANCE & LITTER REMOVAL FOR BUENA VIDA PARK	\$8,471.86	\$8,683.65	\$8,900.74
6a	OVER-SEED TURF AREAS AT BUENA VIDA PARK	\$3,676.60	\$3,768.52	\$3,862.73
7	LANDSCAPE MAINTENANCE & LITTER REMOVAL FOR PARQUE VERDE PARK	\$4,889.61	\$5,011.85	\$5,137.15
8	ARIZONA BRISAS	\$10,873.78	\$11,145.63	\$11,424.26
9	DYSART PARK (A & B)	\$21,306.03	\$21,838.68	\$22,384.65
9a	OVER-SEED TURF AREA/DYSART PARK	\$911.20	\$933.98	\$957.33
10	DYSART & CACTUS	\$3,553.29	\$3,642.12	\$3,733.17
11	PARQUE VERDE (A THRU D)	\$10,746.51	\$11,015.18	\$11,290.55
12	BUENA VIDA (A & B)	\$10,062.91	\$10,314.49	\$11,290.55

COST PROPOSAL

13	THUNDERBIRD ROW	\$402.73	\$412.80	\$423.12
14	THUNDERBIRD MEDIANS (A & B)	\$2,121.89	\$2,174.94	\$2,229.31
15	DYSART MEDIANS (A, B & C)	\$2,159.68	\$2,213.67	\$2,269.01
16	CACTUS MEDIANS	\$2,174.73	\$2,229.09	\$2,284.82
17	THUNDERBIRD/GRAND AVE. AREA	\$6,534.65	\$6,698.02	\$6,865.47
18	GRAND AVENUE	\$7,794.64	\$7,989.51	\$8,189.25
19	GRAND AVENUE/FRONTAGE ROAD (A & B)	\$3,363.30	\$3,447.38	\$3,533.56
20	BASIN PARK	\$42,845.79	\$43,916.93	\$45,014.86
21	CHERYL DRIVE	\$1,763.31	\$1,807.39	\$1,852.58
22	LANDSCAPE MAINTENANCE & LITTER REMOVAL FOR GATEWAY PARK	\$41,897.45	\$42,944.88	\$44,018.50
22a	OVER-SEED TURF AREAS AT GATEWAY PARK	\$17,262.45	\$17,694.01	\$18,136.36
23	LANDSCAPE MAINTENANCE & LITTER REMOVAL FOR GENTRY PARK	\$13,406.06	\$13,741.21	\$14,084.74
23a	OVER-SEED TURF AREAS AT GENTRY PARK	\$5,549.40	\$5,688.14	\$5,830.34
24	COURT/SENIOR CENTER	\$8,461.56	\$8,673.10	\$8,889.93
24a	OVER-SEED COURT/SENIOR CENTER	\$739.40	\$757.89	\$776.83
25	LIBRARY	\$862.34	\$883.90	\$906.00
26	NEW FIRE STATION	\$4,997.01	\$5,121.93	\$5,249.98
27	OLD FIRE STATION	\$4,766.77	\$5,121.93	\$5,249.98
27a	OVER-SEED OLD FIRE STATION	\$336.10	\$344.50	\$353.12
28	CITY HALL	\$5,069.04	\$5,191.67	\$5,321.46
29	CUSTOMER SERVICE	\$271.17	\$277.95	\$284.90
30	POLICE STATION	\$2,661.43	\$2,722.97	\$2,796.17
31	YMCA	\$5,619.49	\$5,759.98	\$5,903.98
32	CANTERBURY WELL SITE	\$1,710.48	\$1,753.24	\$1,797.07

COST PROPOSAL

33	DIETZ-CRANE WELL SITE	\$1,210.85	\$1,241.13	\$1,272.15
34	ALTO WELL SITE	\$176.30	\$180.70	\$185.22
35	COTTONWOOD WELL SITE	\$171.55	\$175.84	\$180.23
36	BRISAS WELL SITE	\$100.46	\$102.97	\$105.54
	TOTAL BID YEAR ONE	\$285,679.94		
	TOTAL BID YEAR TWO		\$292,821.94	
	TOTAL BID YEAR THREE			\$300,142.49
	TOTAL BID FOR YEAR ONE + YEAR TWO + YEAR THREE	\$ 878,644.37		

5/26/2021

Valerie Ojeda
10000 N El Mirage Road
El Mirage, AZ 85335

RE: Letter of Exceptions to the City of El Mirage Request for Proposal Landscape Maintenance Services PW21-LM01 ("Bid")

To whom it may concern,

BrightView Landscape Services, Inc. ("BrightView") welcomes the opportunity to submit a bid to the above referenced Request for Proposals (RFP) and looks forward to the possibility of partnering with you. In accordance with the accompanying Instructions, BrightView respectfully submits the following exceptions to the proposed terms and conditions included in the RFP itself and/or the Contract Provisions:

1. **3.2.2 Termination for Convenience.:** BrightView believes that it is fair and equitable that the right to terminate without cause should be granted to both parties. Based upon the foregoing, BrightView respectfully requests the following is added to the end of this section: *"The Contractor has the right to terminate this Contract for convenience upon ninety (90) days prior written notice to the City."*
2. **4.3 Compliance with Law:** it is BrightView's position that in the event that Brightview is required to use regulated substances such as Round-up and other pesticides, Brightview should not be liable for its use when it is used in accordance with industry standards and normal application. Based upon the foregoing, Brightview respectfully requests the following revisions to this section: BrightView respectfully requests that the following subsection is inserted at the end of this section: *"Any regulated substances required to be applied as part of the Services shall be applied in accordance with applicable laws and regulations by properly licensed personnel and Contractor shall not be held liable for the use of such substances if properly applied in accordance with applicable laws and regulations."*
3. **4.11 Force Majeure:** Since it is hard to determine which drought restrictions and conditions shall be in place at the time of the service are provided and in order to provide the customer with the results expected, BrightView's policy is to disclaim liability related to local water restrictions in the event that the City requests that Brightview exceeds said water restrictions, if any. Based upon foregoing, BrightView respectfully requests the following is added to the end of this section: *"For purposes of this Agreement, the parties agree specifically that water conservation regulations or guidelines are specifically included within the above referenced governmental regulations imposed after the fact, and that Contractor shall not be liable for any failure to perform as a direct or indirect result of Contractor's compliance with or good faith efforts to comply with state or local water regulations or mandates."*

BrightView respectfully requests your consideration of the items noted herein and the opportunity to lightly negotiate certain terms for the mutual benefit of both parties. This Letter of Exceptions, together with any attached Scope of Services, Pricing, and other schedules and exhibits attached hereto, constitute BrightView's entire response to the RFP and supersedes all prior BrightView responses to the RFP, whether oral or written.

Please contact Natalia Lingos at Natalia.Lingos@Brightview.com and or (480) 521-6046 regarding any questions you may have regarding BrightView's proposed bid.

Sincerely,

Joshua Dake
BrightView Landscape Services, Inc.
Senior Vice President