

# LANDSCAPE MAINTENANCE SERVICES

EM25-LSM02

City of El Mirage  
10000 N El Mirage Rd  
El Mirage, AZ 85335



City of El Mirage  
REQUEST FOR PROPOSAL  
Landscape Maintenance Services

I. PROFESSIONAL SERVICES CONTRACT.....  
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## 1. PROFESSIONAL SERVICES CONTRACT

### CITY OF EL MIRAGE

THIS PROFESSIONAL SERVICES CONTRACT, is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of El Mirage, an Arizona municipal corporation (“City”), and Premier Landscape Management a(n) Arizona Corporation (“Consultant”).

### 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 contract for Consultant to provide Landscape Maintenance Services (“Services”) as described in the attached scope of work (Exhibit “A”) in accordance with the terms of this Contract;
- C. Consultant is duly qualified to perform the requested Services.

## 2. AGREEMENT

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

### 2.1. DESCRIPTION, ACCEPTANCE, DOCUMENTATION

Consultant shall act under the authority and approval of the Contract Administrator for the City to provide the Services required by this Contract. The Contract Administrator for the City shall be Cason Chambers, (Title) Operations Superintendent, 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 Consultant 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 Consultant.

### 2.2. SERVICE DESCRIPTION

Consultant shall provide the Services described in Exhibit "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 Consultant of any liability for improper, negligent or inadequate services rendered pursuant to this Contract. Consultant 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.

### 2.3. 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 Consultant.

### 2.4. FEE SCHEDULE, RECORDS, AUDIT RIGHTS

The fee Consultant shall be paid for all Services provided pursuant to the terms of this Contract, inclusive of all expenses under this Contract, shall not exceed TBD.

The Contract Administrator reserves the exclusive right to determine the amount of work performed and payment due the Consultant on a monthly basis. Consultant 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.

Consultant'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 Consultant 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 Consultant'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.

Consultant shall require all subconsultants, 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 Consultant and payee. Such requirements will also apply to any and all subconsultants.

If any audit in accordance with this article discloses overcharges of any nature by the Consultant 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 Consultant. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the Consultant'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 Consultant.

## 2.5. ADDITIONAL SERVICES; PRICE ADJUSTMENT

The total Scope of Work to be performed by Consultant 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. Consultant shall not perform any Additional Services without written authorization from the City. It shall be presumed that all Services performed/provided by Consultant were included in the Contract and contemplated by Consultant 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. Consultant shall not be paid for any Additional Services that are not authorized by the City in writing.

## 2.6. OWNERSHIP

Upon receipt of payment for Services, Consultant grants to City, and shall cause its subconsultants 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 Consultant, the City agrees to indemnify and hold Consultant harmless from any claim arising out of the Work Product. In such case, City will also remove any title block from the Work Product.

## 2.7. 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 09/30/2028, with an option to extend for an additional two (2) additional years in one (1) year increments..

## 2.8. TERMINATION

### 1. Termination for Cause

The City has the right to terminate this Contract for cause in the event Consultant 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 Consultant fails to remedy the breach or if the breach is not remedial, City may terminate this Contract for cause immediately upon written notice to Consultant. In the event the City terminates this Contract or any part of the Services as herein provided pursuant to this Section 1, the City shall notify the Consultant in writing, and immediately upon receipt of such notice, the Consultant shall discontinue all work under this Contract.

Upon termination for cause, Consultant 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 Consultant under the Contract, together with all unused material supplied by the City. Consultant 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, Consultant 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 Consultant's work if the contract is terminated for cause, and shall have no obligation to pay Consultant for any portion of the work, if any, not accepted by City.

If the Consultant materially fails to fulfill in a timely and proper manner its obligations under this Contract, or if the Consultant violates any of the covenants, agreements, or stipulations of this Contract, the City may withhold from payment due to the Consultant 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.

### 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 Consultant. 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 Consultant in writing, and immediately upon receipt of such notice, the Consultant shall discontinue all work under this Contract.

Upon such termination for convenience or abandonment, the Consultant 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 Consultant under the Contract, together with all unused material supplied by the City. Consultant 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 Consultant 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 Consultant and the City, based upon the scope of work set forth in Exhibit "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 Exhibit "A" and the amount of compensation Consultant 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 Consultant has delivered the last of the partially completed items.

## 2.9. 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.

## 2.10. 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.

## 2.11. COMPLIANCE WITH LAWS

Consultant 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 Consultant, a request for an amendment may be submitted pursuant to this Contract.

## 2.12. 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.

## 2.13. 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.

## 2.14. SUCCESSORS AND ASSIGNS

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

## 2.15. 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.

## 2.16. INDEPENDENT CONTRACTOR

The Services Consultant provides under the terms of this Contract to the City are that of an Independent Contractor, not an employee or agent of the City. The City will report the value paid for these Services each year to the Internal Revenue Service (I.R.S.) using Form 1099.

City shall not withhold income tax as a deduction from contractual payments. As a result of this, Consultant may be subject to I.R.S. provisions for payment of estimated income tax. Consultant is responsible for consulting the local I.R.S. office for current information on estimated tax requirements. Consultant will not be entitled to any benefits provided by City to its employees, including, but not limited to, health benefits, workers' compensation, unemployment coverage, deferred compensation, and all other typical employee benefits.

## 2.17. CONFLICT OF INTEREST

The City may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City's departments or agencies is, at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party to the Contract with respect to the subject matter of the Contract. The cancellation will be effective when written notice from the City is received by all other parties to the Contract, unless the notice specifies a later time (A.R.S. §38-511).

## 2.18. NOTICES

All notices or demands required to be given pursuant to the terms of this Contract shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

In the case of Consultant:

Premier Landscape Management  
Attn: Jose Gonzalez  
3905 N 7th Ave  
P.O. Box 16184  
Phoenix, AZ 85013

In the case of City

City of El Mirage  
Attn: City Manager  
10000 North El Mirage Road  
El Mirage, Arizona 85335

With a copy to:  
City of El Mirage  
Attn: City Attorney  
10000 North El Mirage Road  
El Mirage, Arizona 85335

Notices shall be deemed received on date delivered, if delivered by hand, and on the delivery date indicated on receipt if delivered by certified or registered mail.

### 2.19. FORCE MAJEURE

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.

### 2.20. TAXES

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

### 2.21. ADVERTISING AND PROMOTION

Consultant 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 Consultant without the prior written consent of the City.

### 2.22. 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.

### 2.23. 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.

## 2.24. SUBCONSULTANTS

During the performance of the Contract, the Consultant may engage such additional subconsultants as may be required for the timely completion of this Contract. The addition of any subconsultants 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 Consultant.

## 2.25. INDEMNIFICATION

The Consultant 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 Consultant's negligent performance of professional services under this Contract and that of its subcontractors or anyone for whom the Consultant is legally liable.

The City agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, 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 Consultant 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.

## 2.26. INSURANCE

The Consultant 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 Consultant'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 Consultant'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 Consultant's professional liability shall be one million dollars (\$1,000,000). In other than errors and omissions professional liability, City's and Consultant'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 Consultant 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 Consultant 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.

## 2.27. COOPERATIVE PURCHASING

While this Contract is for the City of El Mirage, other public agencies and political subdivisions may express interest in utilizing the Contract. In addition to the City of El Mirage, and with approval of the Contractor, this Contract may be extended for use by other eligible public agencies (i.e. municipalities, school districts, nonprofit educational institutions, public health institutions, community facilities districts, and government agencies of the State). Eligible public agencies may elect to utilize the contract through cooperative purchasing (or piggybacking) on the contract and do so at their discretion. No volume is implied or guaranteed, and the Contractor must be in agreement with the cooperative transaction. The Strategic Alliance for Volume Expenditures (SAVE), a group of school districts and other public agencies, have signed an intergovernmental cooperative purchase agreement to obtain economies of scale. As a member of SAVE, the City of El Mirage will act as the lead agency. Any such usage by other participating public agencies must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective public agency. Potential participating public agencies (i.e. municipalities, school districts, nonprofit educational institutions, public health institutions, community facilities districts, and government agencies of the State) recognize potential equipment, logistical and capacity limitations by the Contractor may limit the Contractor's ability to extend use of this Contract. Any orders placed to the Contractor will be placed by the specific public agency participating in this purchase, and payment for purchases made under this Contract will be the sole responsibility of each participating public agency. The City of El Mirage shall not be responsible for any disputes arising out of transactions made by others.

## 2.28. FEDERAL AND STATE EMPLOYMENT IMMIGRATION LAWS

To the extent applicable under A.R.S. § 41-4401, Consultant warrants its and its subconsultants’ 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). Consultant’s or its subconsultants’ 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 Consultant and its subconsultants to ensure that the Consultant and its subconsultants are complying with the above-mentioned warranty.

The Consultant warrants to keep the papers and records open for random inspection during normal business hours by the City. The Consultant shall cooperate with the City’s random inspections including granting the City entry rights to Consultant’s property to perform the random inspections and waiving its right to keep such papers and records confidential. The failure of Consultant 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.

## 2.29. 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.

### 3. EXHIBIT A

#### 3.1. Scope of Work

##### 2.1. Project Specifications

##### **LOCATION OF THE WORK:**

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

##### **PROPOSED WORK:**

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

##### **CONTRACT TERM:**

This Contract is a three (3) year contract and commences on July 1, 2025 and expires June 30, 2028. If renewed, contract is an annual contract from July 1, 2028 to June 30, 2030. Contract renewal shall be within 30 days of contract expiration.

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

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

##### **PERFORMANCE:**

- A. Contractor's Performance: The Contractor shall furnish all necessary trained personnel, supervision, scheduling, equipment and tools, chemicals, supplies and other accessories required to perform landscape maintenance in the City of El Mirage as designated in the Scope of Work. All work shall be performed in strict accordance with the conditions, provisions, standards and specifications described herein.
- B. Quality and Acceptability of Work: The Public Works Director, Parks & Recreation Director or designee shall decide all questions, which may arise as to the quality and acceptability of any work, performed under the contract. If, in the opinion of the Public Works Director, Parks & Recreation Director or designee, performance becomes unsatisfactory, the City of El Mirage shall notify the Contractor, its authorized representatives or agents in writing.

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

**TYPE OF SUPERVISION:**

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

**INSPECTIONS:**

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

**CONDITION OF LANDSCAPE AREAS:**

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

**NON-COMPLIANCE CONDITIONS AND REQUIRED REMEDIES SCHEDULE:**

- A. Failure by the Contractor to provide routine landscape service as specified in the contract documents or to comply with the contract specifications or the City of El Mirage Landscape Maintenance Guidelines (latest version), which are incorporated herein by this reference, will result in the issuance of a Notice of Non-compliance by the Public Works Director, Parks &

Recreation Director or designee. If the Public Works Director, Parks & Recreation Director or designee hand-delivers or faxes a Notice of Non-compliance to the Contractor, the Contractor will have twenty-four (24) hours to respond to and correct the non-compliance, unless the Notice of Non-compliance states a different time for Contractor to achieve compliance.

- B. If Contractor fails to correct a non-compliance within twenty-four (24) hours, or such other time as set forth in the Notice, of Contractor's receipt of the Notice of Non-compliance by hand-delivery or facsimile, the City shall be entitled to deduct the prorated share of the areas not in compliance from any payments due Contractor, based on the Contractor's price quoted in the bid price sheets. The City may also exercise its right to either perform the work itself or use another City approved landscape maintenance contractor to perform the work. The cost of any work done in this manner will be deducted from the monthly billing in addition to the prorated deduction for unfinished work. These actions will in no way alleviate the responsibility of the Contractor to continue the maintenance of the sites once the area has been recovered.
- C. Contractor recognizes, acknowledges and understands that its failure to comply with the service requirements and specifications set forth below will result in financial loss and damage to the City and that the City's ability to prove the actual amount of such damage and loss will be expensive and difficult. Therefore, instead of requiring proof of the actual amount of such damage and loss, Contractor and City hereby agree that as liquidated damages, and not as a penalty or forfeiture, Contractor shall pay to City, as a deduction from any amounts owed by City to Contractor, the amounts set forth below for the violations specified.
1. No Picture I.D. or uniform as required: \$10.00/per incident
  2. Trash and Litter: \$100/per incident/per area. If the Contractor does not fulfill the Scope of Work for trash and litter removal and the Contractor has left the site, two (2) hours will be the maximum allowable time for return and completion of the task. This condition does not apply to vehicular accidents, storm damage, or other events where the Contractor has no control (i.e. newspapers blow out of a truck and into the landscaped area). This paragraph covers the weekly trash and litter pickup required in the contract.
  3. Trees, Shrubs, and Groundcover: \$150/per day/per area until the area is back in compliance. If any tree(s) or shrub(s) are pruned, raised, or removed contrary to the scope of work described in the contract documents or the City of El Mirage Landscape Maintenance Guidelines (latest version) without permission from the Public Works Director, Parks & Recreation Director or designee, the Contractor shall, at their sole expense, provide compensation for and/or replacement of the tree(s) or shrub(s) subject to the sole discretion of the Public Works Director or designee.
  4. Weeds: \$150/per day/per area until the area is back in compliance.
  5. Turf Areas: \$150/per day/per area until the area is back in compliance.

6. General Landscape Maintenance: \$100/per day/per area until the area is back in compliance. This includes any work specified by the contract documents or the City of El Mirage Landscape Maintenance Guidelines (latest version) not covered under other areas of this Section.
7. Equipment and/or Employees: Any equipment and/or employees not meeting the standards and conditions set forth in the contract documents or City of El Mirage Landscape Maintenance Guidelines will be required to leave the job site until basic work standards are met. This shall not alleviate the Contractor from fulfilling its responsibility to adhere to the schedule established with the Public Works Director, Parks & Recreation Director or designee.
8. Contractor shall not be subjected to deductions that exceed their monthly service rate.

**DEFINITION OF TRASH AND LITTER:**

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

**DUMPING AND DISPOSAL OF WASTE:**

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

**PUBLIC CONVENIENCE AND SAFETY:**

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

Whenever the Contractor's operations create a condition potentially hazardous to the public, they shall furnish such flaggers and safety devices as necessary to give adequate warning to the public of any potentially hazardous conditions. Flaggers and safety devices used for traffic control shall conform to applicable City, county, state, and federal requirements. Should the Contractor appear to be neglectful or negligent in furnishing adequate warning and protection measures, the inspector may direct attention to the existence of a hazard and the necessary warning and protective measures shall be furnished and installed by the Contractor without additional cost to the City. Should the City point out the inadequacy of warning and protective measures, such an action of the City shall not relieve the Contractor from any responsibility for public safety and abrogate his obligation to furnish and pay for those devices. Nothing in this section is intended, nor shall be construed, to abrogate the Contractor's sole and ultimate responsibility for performing the operations pursuant to this agreement in a safe

manner. The installation of any general illumination shall not relieve the Contractor of his responsibility for furnishing and maintaining any protective facility.

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

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

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

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

**SAFETY DATA SHEETS:**

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

**IRRIGATION CONTROLLERS:**

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

**CORNER VISION:**

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

**EQUIPMENT:**

- A. The Contractor shall use trucks and vehicles licensed in the State of Arizona and equipped with a warning light(s) on top of the cab, which is clearly seen from a distance no less than 500'. All vehicles shall be clearly marked with the name of the company and phone number. All permanent lettering shall be a minimum of 2",
- B. Power blowers shall not be used to move dirt and dust.
- C. Employees shall wear uniforms or other marked clothing clearly identifying the Contractor's name.
- D. Employees shall wear reflective safety vests or shirts while working on all phases of this contract.
- E. The supervisor of each crew shall wear a badge clearly identifying their name and the company name.
- F. Uniforms and steel-toed shoes are specifically required. No shorts, except those used as part of a uniform, or tennis/running shoes are accepted. No devices will be allowed nor any apparatus which may impede hearing or sight other than earplugs or safety glasses.
- G. No loud stereos or radios on sites.

**ADDITIONAL WORK**

- A. Ordering Work

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

- 1. When contacted, Contractor shall provide the City with a written cost estimate for each project.
  - i. Estimates shall be itemized where applicable.
  - ii. Estimates are binding on the Contractor. However, conditions which will alter the original estimate may be brought to the attention of the Public Works Director, Parks & Recreation Director or designee for approval. Such notification will occur quickly enough so as not to delay any project underway.
- 2. If contacted, the Contractor must return calls within 24 hours to give customers availability and pricing information. Contractors who consistently fail to return calls or consistently refuse work requests (too busy/over booked) may be terminated from the contract.

3. Contractor shall proceed with work only upon obtaining an Off-site / ROW permit from the Engineering Department and the receipt of a purchase order. The City will waive any City of El Mirage permit fees.

**SCOPE OF WORK:**

**A. GENERAL**

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

landscaping is considered a weed and shall be removed as soon as it is seen.

## B. TREES

1. The City of El Mirage adheres to all standards for pruning stipulated by the American National Standards Institute (ANSI) 300, and taught through the ACLP program. All pruning of trees shall require work and/or direct supervision done by an arborist, certified tree worker, or certified ACLP member.
2. Contractor is responsible for replacing tree stakes as needed that are damaged or broken. All staking will be done to City of El Mirage Standards.
3. Any damage to trees shall be reported to the Public Works Director, Parks & Recreation Director or designee.
4. All "suckers" are to be pruned off of trees as they appear.
5. All trees are to be trimmed to maintain an eight (8) foot clearance (ground to bottom of canopy) over sidewalks, benches, tables, barbecues, etc. Tree canopies are to be elevated evenly to the standards specified in the Proposal documents.
6. All trees are to be trimmed not to interfere with traffic. Tree canopies are to be elevated evenly to the standards specified in the Proposal documents.
7. All trees are to be trimmed to maintain a three (3) foot clearance above playground equipment, ramadas, or other large permanent structures. Minor trimming is allowed to clear objects but in general tree canopies are to be elevated evenly to the standards specified in the Proposal documents.
8. Annual tree thinning of all trees in city-owned or maintained properties and right-of-way areas will be completed by the contractor.
9. All palms and date palms will be pruned once annually as directed by the Public Works Director, Parks & Recreation Director or designee.

## C. WEEDS

1. Weeds are any plants in the landscape that are growing in an unwanted area. These include annuals and perennials growing in areas where they were not specifically planted. These areas include but are not limited to other plants, irrigation devices, paths and walls and any cracks in sidewalks, curbs and gutters.
2. Weeds growing in and around other plants shall be removed by hand.

3. Weeds shall be removed as soon as they become visible. Weeds in open areas will be killed and removed by means of herbicides and/or manual pulling.
4. A pre-emergent herbicide shall be sprayed on all non-turf landscaped areas a minimum of once per year to help keep weed growth to a minimum.
5. All spraying of herbicides will be performed when weather conditions are not conducive for drift or moving offsite. All herbicide applications will be made in accordance with the label instructions governing their use. Records will be kept on pests identified and treatment(s) rendered for control.
6. All herbicides, including post-emergent and pre-emergent products that will be used by the Contractor must be submitted and approved by the Public Works Director, Parks & Recreation Director or designee prior to application of the product.
7. Herbicides used shall be listed and logged and the list must be given to the Public Works Director, Parks & Recreation Director or his designee on a monthly basis.

#### D. SHRUBS, GROUND COVER

1. All shrubs and ground cover shall be trimmed and maintained behind all sidewalks and curbs. All shrubs and ground cover shall be maintained in an orderly fashion, defined as not allowing the ground cover to grow vertically into the shrub canopy. Branches should be selectively pruned to avoid exposing woody material.
2. Shrubs and ground cover shall be trimmed and maintained to a size proportionate to the area where they are planted. Example, shrubs in a small traffic-calming median shall be trimmed and maintained to a small size proportionate to the size of the median. Other areas shall include but are not limited to small planters or landscaped areas between the sidewalks and curb. Branches should be selectively pruned to avoid exposing woody material.
3. The Contractor shall remove all debris and tarps prior to moving on to the next site.
4. All pruning will be as specified in the City of El Mirage Landscape Maintenance Guidelines (latest version) and the Master Gardeners Manual published by the University of Arizona, Maricopa County Extension Office. This can be found on their website ([cals.arizona.edu](http://cals.arizona.edu)).
5. Shrubs in designated areas were planted to screen or protect walls/areas and are not to be cut back annually. The successful proposer will be shown the specific areas at the start of the contact.

#### E. IRRIGATION

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

#### F. TURF AREAS

1. Collect litter from all turf, shrub beds, and garden area hard surfaces prior to commencing mowing operations.
2. Sweep, rake or blow excessive clippings from all turf areas, patios, sidewalks, curb lines and roadways
3. Trim all turf areas adjacent to trees, tree wells, shrubs, flowerbeds, fences, patios, walls, fire hydrants, walkways, trees, light standards, posts and all other areas where trimming is required. Trimming shall be done so that the turf is not gouged, scalped, or damaged. String trimming shall be performed where the trimmed surface is the same as the mower height. Do not allow string to contact tree trunks.
4. Contractor is responsible for any damages incurred as a result of mower damage to trees and shrubs and must repair or replace any such damage at no cost to the City.
5. Edge all sidewalks and other hardscaping with a bladed edger (no string trimmers) so that these areas present a neat, clean-cut appearance at all times.
6. Mowing shall be with a (reel/rotary/or mulching) mower. Clippings will be left on the turf as long as no readily visible clumps remain on the turf surface after mowing. Otherwise, large

- clumps of clippings will be distributed by mechanical blowing, raking, or collected and removed by the contractor.
7. Turf to be mowed per the Mowing Schedule (Exhibit B). Turf shall not be cut closer than 1" nor shall it be longer than 1-1/2 inches in height after each cutting unless directed by the Public Works Director, Parks & Recreation Director or designee. The mower blades shall be kept sharp to prevent shredded tips that turn brown. Matching mower heights are required if multiple mowers are used.
  8. Aerate all compacted areas of formal turf once annually in the spring when turf is well established. Aerate with a vertically operating core aerator utilizing shaft mounted 1/2" hollow tines. Cores shall be made 4" on center to a 3" depth. Vacuum plugs.
  9. Remove any thatch over 1/2 inch in depth from turf areas once annually in the spring.
  10. The contractor will inspect turf areas each visit for indications of pest/weed problems and advise the client or representative of such problems. Upon confirmation of a specific problem requiring treatment, pesticides/herbicides will be applied as needed to eradicate and prevent the problem from spreading, whenever possible, using the least toxic, effective pesticide/herbicide.
  11. All spraying of pesticides and fertilizer applications will be performed when weather conditions are not conducive for drift or moving offsite. Pesticide/herbicide applications will be made in accordance with the label instructions governing their use.
  12. No pesticide/herbicide will be applied to turf areas without the express approval of the City. This includes weed and feed formulations. Records will be kept on pests identified and treatment(s) rendered for control.
  13. Monitor all turf for infestation of harmful insects. Apply pesticides only to specific areas where infestations have been identified by the Contractor and pose significant risks to the health and appearance of turf.
  14. Apply Bermuda seed to declining turf at a rate of 1 to 2 pounds per 1,000 sq. ft. in the spring for recovery. The contractor is responsible for bringing the new turf to maturity. The contractor shall coordinate seed application with City staff so proper water scheduling can be programmed.
  15. Overseed selected park turf areas in the fall annually. This will be done at a minimum rate of 10lbs per 1,000 square feet. Overseeding schedules will be coordinated by city staff, YMCA designee & the contractor.
  16. Apply pre-emergent herbicide for broad leaf weeds to turf in September only if the turf is not to be over-seeded.

17. A Bid item in the contract is to over-seed turf areas in the fall. Use seeding rate per the City of El Mirage Landscape Maintenance Guidelines (latest version).

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.

\_\_\_\_\_  
SIGNATURE

J. Crystal Dyches

\_\_\_\_\_  
FULL NAME

\_\_\_\_\_  
DATE SIGNED

City Manager

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
FULL NAME

\_\_\_\_\_  
DATE SIGNED

City Attorney

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
SIGNATURE

Jose Gonzalez

\_\_\_\_\_  
FULL NAME

08/25/2025  
\_\_\_\_\_  
DATE SIGNED

Contractor

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
SIGNATURE

Jill A. Boltz

\_\_\_\_\_  
FULL NAME

\_\_\_\_\_  
DATE SIGNED

City Clerk

\_\_\_\_\_  
TITLE