

# CITY CLERK ORIGINAL

C-7702  
07/01/2011

## AGREEMENT FOR PALM TREE TRIMMING SERVICES City of Glendale Solicitation No. RFQ 11-36

This Agreement for Palm Tree Trimming Services ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and Artistic Land Management, Inc., an Arizona corporation, authorized to do business in Arizona, (the "Contractor"), as of the 1st day of July, 2011.

### RECITALS

- A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, pursuant to Solicitation No. RFQ 11-36 (the "Project");
- B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project attached hereto;
- C. City and Contractor desire to memorialize their agreement with this document.

### AGREEMENT

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

#### 1. Key Personnel; Sub-contractors.

**1.1 Services.** Contractor will provide all services necessary to assure the Project is completed timely and efficiently consistent with Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other contractors or consultants, retained by City.

#### 1.2 Project Team.

(A) Project Manager.

- (1) Contractor will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's option, complete the Project and handle all aspects of the Project such that the work produced by Contractor is consistent with applicable standards as detailed in this Agreement;
- (2) The City must approve the designated Project Manager; and
- (3) To assure the Project schedule is met, Project Manager may be required to devote no less than a specific amount of time as set out in Exhibit A.

(B) Project Team.

- (1) The Project manager and all other employees assigned to the project by Contractor will comprise the "Project Team."
- (2) Project Manager will have responsibility for and will supervise all other employees assigned to the project by Contractor.

(C) Discharge, Reassign, Replacement.

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

(D) Sub-contractors.

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

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

3. **Contractor's Work.**

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

3.2 **Licensing.** Contractor warrants that:

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

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

**3.4 Coordination; Interaction.**

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

**3.5 Work Product.**

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

**4. Compensation for the Project.**

**4.1 Compensation.** Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed \$37,082, as specifically detailed in **Exhibit B** (the "Compensation").

**4.2 Change in Scope of Project.** The Compensation may be equitably adjusted if the originally contemplated scope of services as outlined in the Project is significantly modified.

- (A) Adjustments to the Compensation require a written amendment to this Agreement and may require City Council approval.
- (B) Additional services which are outside the scope of the Project contained in this Agreement may not be performed by the Contractor without prior written authorization from the City.

**5. Billings and Payment.**

**5.1 Applications.**

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

**5.2 Payment.**

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

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

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

**6. Termination.**

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

- (A) Contractor will be equitably compensated for Service and Repair furnished prior to receipt of the termination notice and for reasonable costs incurred.
- (B) Contractor will also be similarly compensated for any approved effort expended and approved costs incurred that are directly associated with project closeout and delivery of the required items to the City.

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

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

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

8. **Insurance.**

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

- (A) Contractor and Sub-contractors. Contractor, and each Sub-contractor performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively referred to herein as the "Contractor's Policies"), until each Party's obligations under this Agreement are completed.
- (B) General Liability.
  - (1) Contractor must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least \$1,000,000 per occurrence and \$1,000,000 annual aggregate for each property damage and contractual property damage.
  - (2) Sub-contractors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least \$1,000,000 per occurrence.
  - (3) This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, XCU hazards if requested by the City, and a separation of insurance provision.
  - (4) These limits may be met through a combination of primary and excess liability coverage.
- (C) Auto. A business auto policy providing a liability limit of at least \$1,000,000 per accident for Contractor and \$1,000,000 per accident for Sub-contractors and covering owned, non-owned and hired automobiles.
- (D) Workers' Compensation and Employer's Liability. A workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.
- (E) Notice of Changes. Contractor's Policies must provide for not less than 30 days' advance written notice to City Representative of:
  - (1) Cancellation or termination of Contractor or Sub-contractor's Policies;
  - (2) Reduction of the coverage limits of any of Contractor or and Sub-contractor's Policies; and
  - (3) Any other material modification of Contractor or Sub-contractor's Policies related to this Agreement.
- (F) Certificates of Insurance.
  - (1) Within 10 business days after the execution of the Agreement, Contractor must deliver to City Representative certificates of insurance for each of Contractor and Sub-contractor's Policies, which will confirm the existence or issuance of Contractor and Sub-contractor's Policies in accordance with the provisions of this section, and copies of the endorsements of Contractor and Sub-contractor's Policies in accordance with the provisions of this section.

- (2) City is and will be under no obligation either to ascertain or confirm the existence or issuance of Contractor and Sub-contractor's Policies, or to examine Contractor and Sub-contractor's Policies, or to inform Contractor or Sub-contractor in the event that any coverage does not comply with the requirements of this section.
  - (3) Contractor's failure to secure and maintain Contractor Policies and to assure Sub-contractor policies as required will constitute a material default under the Agreement.
- (G) Other Contractors or Vendors.
- (1) Other contractors or vendors that may be contracted with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular contract.
  - (2) This insurance coverage must comply with the requirements set forth above for Contractor's Policies (e.g., the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance).
- (H) Policies. Except with respect to workers' compensation and employer's liability coverages, City must be named and properly endorsed as additional insureds on all liability policies required by this section.
- (1) The coverage extended to additional insureds must be primary and must not contribute with any insurance or self insurance policies or programs maintained by the additional insureds.
  - (2) All insurance policies obtained pursuant to this section must be with companies legally authorized to do business in the State of Arizona and reasonably acceptable to all parties.

**8.2 Sub-contractors.**

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

**8.3 Indemnification.**

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

that event, Contractor shall be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Contractor or of any person or entity for whom Contractor is responsible.

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

**9. Immigration Law Compliance.**

- 9.1 Contractor, and on behalf any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.
- 9.2 Any breach of warranty under subsection 9.1 above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.
- 9.3 City retains the legal right to inspect the papers of any Contractor or subcontractor employee who performs work under this Agreement to ensure that the Contractor or any subcontractor is compliant with the warranty under subsection 9.1 above.
- 9.4 City may conduct random inspections, and upon request of City, Contractor shall provide copies of papers and records of Contractor demonstrating continued compliance with the warranty under subsection 9.1 above. Contractor agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this section.
- 9.5 Contractor agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon Contractor and expressly accrue those obligations directly to the benefit of the City. Contractor also agrees to require any subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.
- 9.6 Contractor's warranty and obligations under this section to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.
- 9.7 The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

**10. Foreign Prohibitions.** Contractor certifies under A.R.S. §§ 35-391 *et seq.* and 35-393 *et seq.*, that it does not have, and during the term of this Agreement will not have, "scrutinized" business operations, as defined in the preceding statutes, in the countries of Sudan or Iran.

**11. Notices.**

- 11.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:
  - (A) The Notice is in writing; and
  - (B) Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested); and
  - (C) Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:

- (1) Received on a business day, or before 5:00 p.m., at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service on or before 5:00 p.m.; or
- (2) As of the next business day after receipt, if received after 5:00 p.m.
- (D) The burden of proof of the place and time of delivery is upon the Party giving the Notice; and
- (E) Digitalized signatures and copies of signatures will have the same effect as original signatures.

11.2 **Representatives.**

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

Artistic Land Management, Inc.  
c/o Jose Hernandez, President  
P. O. Box 2320  
Chandler, AZ 85244

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

City of Glendale  
c/o Cathy Foland  
6829 North 58<sup>th</sup> Drive, Suite 202  
Glendale, Arizona 85301  
623-930-██████

With required copy to:

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

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

- (C) Concurrent Notices.

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

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

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

**13. Entire Agreement; Survival; Counterparts; Signatures.**

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

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

**13.2 Interpretation.**

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

**13.3 Survival.** Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.

**13.4 Amendment.** No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval. Electronic signature blocks do not constitute execution.

**13.5 Remedies.** All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.

**13.6 Severability.** If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be deemed reformed to conform to applicable law.

**13.7 Counterparts.** This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

**14. Term.** The term of this Agreement commences upon the effective date and continues for a one year initial period. The City may, at its option and with the approval of the Contractor, extend the term of this Agreement an additional five years, renewable on an annual basis. Contractor will be notified in writing by the City of its intent to extend the Agreement period at least 30 calendar days prior to the expiration of the original or any renewal Agreement period. Price adjustments will only be reviewed during the Agreement renewal period. There are no automatic renewals of this Agreement.

**15. Dispute Resolution.** Each claim, controversy and dispute (each a "Dispute") between Contractor and City will be resolved in accordance with Exhibit C. The final determination will be made by the City.

16. **Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

Exhibit A	Project
Exhibit B	Compensation
Exhibit C	Dispute Resolution

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

City of Glendale,  
an Arizona municipal corporation

  
\_\_\_\_\_  
Ed Beasley, City Manager

ATTEST:

  
\_\_\_\_\_  
Darcie McCrae  
City Clerk (SEAL)

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney

Artistic Land Management, Inc.,  
an Arizona Corporation

  
\_\_\_\_\_  
By: Jose Hernandez  
Its President

**EXHIBIT A**

**RFQ 11-36**

**PROJECT**

*[see attached]*

**EXHIBIT A**  
**RFQ 11-36**  
**PALM TREE TRIMMING SERVICES**

**1.0 SCOPE OF WORK**

- 1.0.1 The work shall include furnishing all materials, tools, supplies that include labor, equipment, and vehicles necessary to provide palm tree trimming/skinning on PUBLIC RIGHTS-OF-WAY (ROW) areas in accordance with the provisions specified herein. Duties include but are not limited to palm tree trimming/skinning. All specifications apply except where expressly noted otherwise.
- 1.0.2 A listing of all palm tree locations and landscape maintenance areas to be serviced is included in the Price Sheet attached to Exhibit B.
- 1.0.3 All specifications apply except where expressly noted otherwise.
- 1.0.4 All work shall be performed during daylight hours.
- 1.0.5 The Contractor's hours must correspond to City of Glendale Right-of-Way Division work hours.
- 1.0.6 City of Glendale work hours may vary to accommodate seasonal change.
- 1.0.7 Work shall be performed Monday through Friday. The City observes the following holidays: New Years Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving and Christmas.
- 1.0.8 The Right of Way Supervisor shall coordinate with the successful Contractor to determine if the Contractor will work on any of the specified holidays.
- 1.0.9 No work will be performed on weekends without prior approval of the City of Glendale ROW supervisor.

**Contractor will be considered in non-compliance and grounds for termination if after inspection there exists any of the following:**

- 1. Palm trees not pruned or pruned in an unacceptable manner.
- 2. Litter (a result of the palm tree trimming process) still existing in areas that should have been removed.
- 3. Excessive pruning that may cause damages to palm trees.

**1.1 SPECIFIC MAINTENANCE ITEMS** – All of the specific maintenance items are applicable to all areas to be contracted.

**1.1.1. Raking Out of Decomposed Granite/Soil Areas** – All bare areas dressed with decomposed granite and bare ground areas will be raked out at the conclusion of palm tree trimming in that area. Raking out includes the gathering and removing of all trash and organic material (litter). All organic material shall be raked, retrieved, removed, and disposed from the site by the Contractor.

**1.1.2. Sidewalks – (Weekly)** – Adjacent paved sidewalks will be swept or vacuumed during the time the palm trees are being trimmed.

**1.1.3.** Contractor shall be responsible for any adverse affects or death of palm trees due to the trimming of the palm trees. Contractor, at his own expense, shall make all repairs or replacements of damaged palm trees and any private and public property damaged by the Contractor within a two-week period once notified by

the ROW supervisor, or designee. The ROW supervisor will determine the scope of damage and approve all repairs and plant replacements.

#### **1.1.4. Pest, Disease and Insect Control**

- 1.1.4.1 The Contractor will immediately contact the City of Glendale ROW supervisor, or designee, concerning pest, insect infestations and plant diseases.
- 1.1.4.2 The Contractor or the Contractor's on-site supervisor shall have the knowledge to diagnose and recommend proper procedures for the control of insects, pests, and disease.
- 1.1.4.3 The Contractor shall also be responsible for all damages resulting from improper pest, disease and insect control procedures or the failure to take reasonable precautions to control insects, pests or diseases.
- 1.1.4.4 The Contractor shall be responsible for controlling bees, wasps and other pests, which burrow, crawl, fly, nest or otherwise reside on the contracted palms.
- 1.1.4.5 The Contractor shall make recommendation of method and shall furnish all chemicals, insecticides, equipment and labor necessary to provide pest control at various listed areas.
- 1.1.4.6 The Contractor services shall include clean-out and control of all pests.
- 1.1.4.7 The Contractor shall notify the City of Glendale ROW supervisor, or designee, of infestations
- 1.1.4.8 The Contractor shall obtain approval of the City of Glendale ROW supervisor, or designee, of any procedures to be used before the Contractor applies any chemicals.
- 1.1.4.9 All chemicals and pesticides used by the Contractor for this contract must have EPA registration and State of Arizona OPM approval.
- 1.1.4.10 All of the Contractor's materials, techniques and processes used for this contract shall comply with all Federal, State, local laws, regulations, permits, standards and ordinances pertaining to health, safety and environmental protection.
- 1.1.4.11 The Contractor's failure to comply shall be sufficient grounds for non-payment and immediate termination of contract.
- 1.1.4.12 The Contractor and the Contractor's personnel performing the required pest, insect, weed, and disease control services shall be licensed by the State of Arizona to perform the required services as approved by the State of Arizona OPM.
- 1.1.4.13 The Contractor shall submit a list of all certified applicators employed by the Contractor.
- 1.1.4.14 The Contractor shall submit copies of licenses, certifications, and current training certificates for each of the Contractor's certified applications.
- 1.1.4.15 City may request verification of certifications during the term of the contract.

#### **1.1.5. Plant Material (Trees, Shrubs, & Groundcovers)**

- 1.1.5.1 The Contractor shall be responsible for damage to or destruction of trees, shrubs, and groundcover resulting from his performance or lack thereof in accomplishing the scope of the contract.
- 1.1.5.2 Contractor shall be held responsible and at his own expense, replace plant material damaged as a result of his service, including the replacement of plants that die from lack of care, water, inappropriate use of pesticides or chemicals.

1.1.5.3 The Contractor will be held responsible for insufficient delivery of water, if Contractor caused disruption of water delivery system or did not notify City of Glendale ROW supervisor, or designee, of irrigation problem.

1.1.5.4 The Contractor shall not be responsible for damage to or destruction of plant material that is the result of vandalism or damage caused by others.

**1.1.6. Trimming** – Pruning and trimming of palm trees is to be supervised by a Certified Arborist (ISA) or Certified Tree Worker (WCISA).

1.1.6.1 Contractor shall have working knowledge of the American National Pruning Standards (A300) and ISA Tree pruning Guidelines, and shall adhere to the most recent edition of the American National Standard for Tree Care Operations (Z133.1).

1.1.6.2 When Arizona Department of Environmental Quality (ADEQ) issues a High Pollution Advisory (HPA), the use of leaf blowers and gas powered equipment on governmental properties is prohibited during the advisory period. It is the Contractor's responsibility to monitor High Pollution Advisory restrictions.

**1.1.7. Palm Trees** –There are a total of 1227 palm trees and shall be trimmed yearly, except where undergrowth must be pruned from the palm trees as often as necessary to permit unobstructed passage to pedestrians and to prevent sight obstructions. A list of palm tree locations and pricing per tree is included and attached to Exhibit B. Palm trees shall be trimmed during the month of July or prior to the complete maturation of seed and fruit pods, unless otherwise instructed by Right-of-Way staff.

**1.1.8 Skinning** – A large number of palm trees have not been skinned in the past; in order to bring the palms up to the new standard a price per foot of skinning is required. The Right of way supervisor will provide a list of palms which will need to be skinned.

1.1.8.1 All palms that have been previously skinned shall be skinned to within two feet of the lowest green fronds. Palm fronds will be trimmed to the 10:00 and 2:00 o'clock position.

**1.1.9 Performance Standards**

Following is a list of required performance Standards and the recurrence interval for each activity:

**1.1.9.1 Palm Tree Trimming** - Once annually

**1.2 DAMAGES**

1.2.1 The Contractor shall be held responsible for damage done to irrigation system components and plant material due to operation of vehicles and maintenance equipment.

1.2.2 The Contractor shall repair all damaged components at his expense, if damage is due to the Contractor's careless operation of vehicles and maintenance equipment.

**1.3. HAZARD AND SAFETY REPORTING**

1.3.1 The Contractor shall, during the normal work hours, obtain emergency medical care for any member of the public who is in need of such care, due to illness or injury occurring on the work site.

1.3.2 The Contractor shall cooperate fully with the City of Glendale in the investigation of any accidental injury or death occurring on site, including a prompt report within one day thereof to the City of Glendale ROW supervisor, or designee, if the accident or death occurs within the City of Glendale boundaries.

- 1.3.3 The City of Glendale through its designees, reserves the right to issue immediate restraints or cease or desist orders to Contractors when unsafe or harmful acts are observed or reported relative to the performance of the work under the contract.
- 1.3.4 The Contractor shall report immediately to the City of Glendale ROW supervisor, or designee, all hazardous conditions in the City of Glendale contract areas.
- 1.3.5 The Contractor shall report immediately to the City of Glendale ROW supervisor, or designee, spills of any chemicals that enter the streets/gutters, storm drain system, sanitary sewer, or that may cause an adverse impact to the safety of humans or the environment.

#### **1.4 SERVICE ADDITIONS/INTERRUPTIONS/END OF CONTRACT CONDITIONS**

- 1.4.1 The City of Glendale reserves the right to add or delete palm trees during the contract period.
- 1.4.2 In the event of such a substitution or deletion of maintenance service areas, the City of Glendale will give the Contractor 10 days notice prior to date of discontinuance of maintenance services and responsibilities.
- 1.4.3 The Contractor shall not be compensated for the loss of work due to deletions or substitutions.
- 1.4.4 In the event the City of Glendale and the Contractor cannot agree on maintenance charges, the City of Glendale reserves the right to maintain the additional areas with City of Glendale personnel, or other outside contract services.
- 1.4.5 During the final two (2) calendar weeks of the contract, the City of Glendale ROW Supervisor, or designee, and the Contractor shall make a final inspection to determine the condition of all landscape areas.
- 1.4.6 Items found during the final inspection to be improperly maintained by the outgoing Contractor will be listed and evaluated by the City of Glendale.
- 1.4.7 The City of Glendale will arrange for repairs to be made and the costs for making repairs to the areas will be deducted from final payments to the outgoing Contractor.

#### **1.5 LANDSCAPE MAINTENANCE SCHEDULES**

- 1.5.1 The Contractor shall provide work schedules for each site to the City of Glendale ROW supervisor within ten (10) working days after the effective date of the contract.
- 1.5.2 The work schedules shall be set on an annual calendar and be submitted weekly, identifying the task and frequency of work.
- 1.5.3 The schedule shall delineate the time frames for the landscape maintenance functions and normal day-to-day procedures of the Contractor, including Contractor inspection of contracted areas.
- 1.5.4 The City of Glendale reserves the right to make suggested changes to the schedule set up by the Contractor, the specific requirements, and to establish the minimum requirements.
- 1.5.5 The Contractor shall supply complete landscape maintenance for the City of Glendale ROW areas designated on the Price Sheet in accordance with the agreed upon schedule. The Price Sheet is attached to Exhibit B.
- 1.5.6 Thereafter, any changes in scheduling shall be submitted, in writing, to the ROW supervisor.

- 1.5.7 The Contractor shall submit revised schedules when actual performance differs substantially from planned performance. Revisions shall be submitted to the City of Glendale ROW supervisor within five (5) workdays prior to scheduled time for the work.
- 1.5.8 The Contractor must make every effort to stay on schedule each day and shall complete all routine work during the calendar week that is scheduled, unless unforeseen circumstances out of the control of the Contractor cause delays.
- 1.5.9 All scheduled items not completed during the week must be reported to in writing by the Contractor to the City of Glendale ROW supervisor, or designee, on the Monday of the following week with an explanation of why the work was not completed and when this work will be rescheduled.
- 1.5.10 Weekly schedules will be submitted no later than 12:00 PM on every Thursday prior to the upcoming week. Failure to submit schedule on time will result in a \$50.00 penalty per instance that will be deducted from monthly payment.
- 1.5.11 The City of Glendale ROW supervisor, or designee, will determine if work that is not done on schedule constitutes non-compliance.
- 1.5.12 The Contractor must gain approval of the City of Glendale to do work more than five (5) working days ahead of schedule
- 1.5.13 The City of Glendale ROW supervisor's, or designee, approval to do work more than five (5) working days ahead of schedule may be obtained from a phone call to the City of Glendale ROW supervisor, or designee.
- 1.5.14 If the Contractor does not obtain prior approval, the City may refuse to pay for work items done five (5) or more days ahead of schedule.
- 1.5.15 Failure to submit schedules or revisions prior to commencement of routine work (except irrigation, sprinkler maintenance and inspection) shall be considered breach of contract in accordance with this document.
- 1.5.16 The Contractor must deliver all schedules via facsimile. The City of Glendale ROW Division fax number is (623) 931-9283.

## **1.6 MONTHLY SUMMARY AND WORK REPORT**

- 1.6.1 The Contractor shall prepare a written monthly summary report covering the maintenance activities and submit reports to the City of Glendale ROW supervisor, or designee, along with monthly invoice for payment.
- 1.6.2 The Contractor shall compile a report of work items completed the previous week for the work week from Sunday through Saturday.
- 1.6.3 The work completed report shall be submitted weekly by 12:00 PM on every Monday after completion of the previous week's work
- 1.6.4 The Contractor shall fax or email the weekly report to the City of Glendale ROW supervisor at (623-931-9283).

## **1.7 CONTRACTOR DEDICATED EMPLOYEES AND CONTACT INFORMATION**

- 1.7.1 The Contractor shall provide supervision and on-the-job training to assure competent performance of the landscape maintenance work.

- 1.7.2 The Contractor shall furnish at least one Field Supervisor/Working Foreman for the contract.
- 1.7.3 The Contractor shall have a Field Supervisor available during working hours for coordination with the City.
- 1.7.4 The City of Glendale has the right to review the qualifications of the supervisor, and if the City of Glendale does not feel the supervisor is qualified, the Contractor shall remove him/her from that position.
- 1.7.5 An alternate contact will be supplied by the Contractor in the event the field supervisor is not available.
- 1.7.6 The Contractor should provide an alternate contact in the event the Contractor's field supervisor is not available.
- 1.7.7 The Contractor shall provide City of Glendale ROW supervisor a facsimile (fax) number, and E-Mail address and a mobile phone number for the Contractor's field supervisor.
- 1.7.8 The Contractor's job manager, supervisors and service personnel using pesticides and fertilizers must be fluent in the English language due to the necessity to read chemical labels, job instructions, and signs, as well as the need for conversing with City of Glendale management personnel and or public.
- 1.7.9 Each of the Contractor's work crews shall have a minimum of one person who is able to speak fluent English. The Contractor is responsible for compliance with all immigration and naturalization legal requirements and shall be responsible for any accidents due to contract employees being non-proficient in the English language.

**1.8 WASTE**

- 1.8.1 The Contractor shall remove from contract areas and properly dispose of all waste generated and/or handled by the Contractor the same day that the waste is handled and/or generated by the Contractor.
- 1.8.2 The Contractor's open bed trucks used for transporting of waste must be covered (tarpred).
- 1.8.3 City of Glendale is not required to supply an on-site area or facility for storage or removal of Contractor waste.
- 1.8.4 The Contractor shall remove and dispose of all debris and any other matter removed from the contract area in compliance with Federal, State, County and City of Glendale laws and regulations.
- 1.8.5 The Contractor shall be responsible for any and all disposal fees (dumping charges) incurred during routine maintenance.
- 1.8.6 The Contractor's disposal must be at an authorized landfill.

**1.9 ACCIDENT PREVENTION, PROTECTION OF THE PUBLIC AND BARRICADING**

- 1.9.1 The Contractor shall provide and maintain all barricades and other barriers related to the Contractor's work during the period of the contract.
- 1.9.2 The Contractor's work shall be accomplished with a minimum of traffic interruptions.
- 1.9.3 The Contractor shall utilize, wherever possible, turn-bays or deceleration lanes for temporary parking of vehicles and equipment. If turn-bays or deceleration lanes for temporary parking of

vehicles and equipment are not available, the vehicle and/or equipment must be pulled completely off the roadway.

- 1.9.4 The Contractor's use of barricades, electric warning lights and notices must be approved by the City of Glendale ROW supervisor.
- 1.9.5 City of Glendale approved barricades, warning lights, and notices shall be erected and maintained by the Contractor in strict accordance with the latest edition of the City of Phoenix Barricade Manual for Traffic Control.
- 1.9.6 The Contractor must submit all requests for street lane closures to the City of Glendale Traffic Engineering Department (623-930-2940) and must receive Traffic Engineering Department approval prior to lane closures.

#### **1.10 EQUIPMENT**

- 1.10.1 The Contractor shall provide and maintain during the entire period of this contract, equipment sufficient in number, operational condition and capacity to efficiently perform the work and render the services required by this contract.
- 1.10.2 The Contractor shall furnish the City of Glendale ROW supervisor a list identifying all equipment to be used in fulfilling this agreement and notify the City of Glendale of any additions or deletions.
- 1.10.3 All of the Contractor's vehicles and trailers transporting pesticides and fertilizers and their application equipment shall display proper State of Arizona OPM licensing information and adhere to all labeling and transporting procedures as specified by the State of Arizona OPM regulations.
- 1.10.4 The Contractor shall maintain all of the Contractor's equipment in good repair; appearance and sanitary condition at all times. The Contractor shall perform regular maintenance activities to reduce leaks, spills, and other unintended discharges of chemicals associated with the application of chemicals.
- 1.10.5 The City of Glendale reserves the right to inspect the Contractor's equipment at any time to ascertain the condition of the equipment, and to deny use of inappropriate equipment.
- 1.10.6 All of the Contractor's hand held power equipment i.e., blowers, weed eaters, trimmers, hedgers, chain saws, etc., must be low emission, four-cycle, or electric powered. A listing of this equipment must be included along with the RFP.
- 1.10.7 All vehicles used by the Contractor must be appropriately licensed, insured, and clearly identified with a vehicle number, name of the company, and phone number on each side of the vehicle.
- 1.10.8 The vehicle number, name of the company, and phone number letters shall be at least three (3) inches high and of proportionate width.
- 1.10.9 Vehicles dedicated to working on City of Glendale streets shall be equipped with directional arrow boards, beacons and/or strobe lights to be approved by the City of Glendale ROW supervisor.

#### **1.11 EMPLOYEE IDENTIFICATION**

- 1.11.1 For visibility to traffic and for personnel safety, the Contractor must provide, and each of the Contractor's employees must wear, a uniform, shirt, or vest bearing the Contractor's name and/or logo.
- 1.11.2 This uniform, shirt or vest must be fluorescent yellow or red with reflective strips.

1.11.3 The ROW supervisor must approve the Contractor's employee's uniform, shirt or vest.

**1.12 DEFICIENCIES IN WORK, PENALTIES AND REMEDIES**

1.12.1 Each week the Contractor's performance for each City of Glendale designated contract area will be evaluated by the City of Glendale.

1.12.2 In the event the Contractor's performance does not meet one or more of the performance standards described herein, the Contractor will be given written notice setting forth the deficiencies to be corrected to the City of Glendale ROW supervisor's approval.

1.12.3 In the event the Contractor has been notified of a deficiency and the deficiency is not corrected, the City of Glendale ROW Division may perform the services using city personnel or by a separate contract.

1.12.4 The cost for follow-up inspections and of the services performed may be deducted from the Contractor's monthly invoice.

1.12.5 The Contractor shall not have the exclusive right for ROW Palm Tree Trimming during the term of this contract and all renewals thereof, within the City of Glendale.

**Additional items that will constitute non-compliance and are grounds for termination of contract are as follows:**

- Revocation, termination, surrender, or lapse of Contractor's certification(s), i.e.: State of Arizona OPM, WCISA, ISA, for the term of the contract.
- Revocation, termination, surrender, or lapse of any insurance required by Federal, State or local agencies.

1.12.6 Weekly schedules shall be submitted no later than Wednesday 12:00 noon prior to the upcoming week. Failure to submit schedule on time shall result in a \$50.00 penalty per instance.

**1.13 INSPECTIONS – CONTRACTOR'S AND CITY OF GLENDALE'S**

1.13.1 The City of Glendale's monitoring (inspections) shall include every facet of operations in these detailed specifications.

1.13.2 The City of Glendale ROW supervisor, or designee, will serve as monitor to oversee adherence to the contract and to assist in resolving problems as they occur.

1.13.3 The Contractor shall perform maintenance inspections weekly during daylight hours of all sites, to insure compliance, and inspections shall be included in the weekly reporting process.

1.13.4 The City of Glendale's monitor provides continuing inspection of all sites to ensure adequacy of maintenance and that methods of performing the work are in compliance with the specifications.

1.13.5 The City of Glendale's monitor shall note discrepancies and deficiencies in the work in writing and, unless it is an emergency (in which case a phone call will suffice), shall be brought to the attention of the Contractors representative.

1.13.6 Failure to correct areas named deficient by the City of Glendale within the limits of this Correction Time Limit Schedule may result in termination of the contract for default, unless written extensions have been authorized.

**1.14 LOCAL OFFICE**

- 1.14.1 Contractor shall maintain a local office with a competent Contractor representative who can be contacted during normal working hours.
- 1.14.2 A local office is one that can be reached from within the City of Glendale without a toll call.
- 1.14.3 A fax, E-Mail address and a mobile telephone will fulfill the requirement for a local office.
- 1.14.4 The Contractor must have a phone number for contact, Monday through Friday, 6:00 am to 5:00pm.

**EXHIBIT B**  
**RFQ 11-36**  
**COMPENSATION**

**METHOD AND AMOUNT OF COMPENSATION**

Compensation for services performed will be paid in accordance with Section 5 of the Agreement.

**NOT-TO-EXCEED AMOUNT**

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed \$37,082.

**DETAILED PROJECT COMPENSATION**

Payment shall be made for palm tree trimming, landscape maintenance and palm tree skinning in accordance with the attached Price Sheet.

## EXHIBIT C

### RFQ 11-36

#### DISPUTE RESOLUTION

#### 1. Disputes.

- 1.1 Commitment. The parties commit to resolving all disputes promptly, equitably, and in a good-faith, cost-effective manner.
- 1.2 Application. The provisions of this Exhibit will be used by the parties to resolve all controversies, claims, or disputes ("Dispute") arising out of or related to this Agreement-including Disputes regarding any alleged breaches of this Agreement.
- 1.3 Initiation. A party may initiate a Dispute by delivery of written notice of the Dispute, including the specifics of the Dispute, to the Representative of the other party as required in this Agreement.
- 1.4 Informal Resolution. When a Dispute notice is given, the parties will designate a member of their senior management who will be authorized to expeditiously resolve the Dispute.
  - (A) The parties will provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any Dispute in order to assist in resolving the Dispute as expeditiously and cost effectively as possible;
  - (B) The parties' senior managers will meet within 10 business days to discuss and attempt to resolve the Dispute promptly, equitably, and in a good faith manner, and
  - (C) The Senior Managers will agree to subsequent meetings if both parties agree that further meetings are necessary to reach a resolution of the Dispute.

#### 2. Arbitration.

- 2.1 Rules. If the parties are unable to resolve the Dispute by negotiation within 30 days from the Dispute notice, and unless otherwise informal discussions are extended by the mutual agreement, the parties may agree, in writing, that the Dispute will be decided by binding arbitration in accordance with Commercial Rules of the AAA, as amended herein. Although the arbitration will be conducted in accordance with AAA Rules, it will not be administered by the AAA, but will be heard independently.
  - (A) The parties will exercise best efforts to select an arbitrator within 5 business days after agreement for arbitration. If the parties have not agreed upon an arbitrator within this period, the parties will submit the selection of the arbitrator to one of the principals of the mediation firm of Scott & Skelly, LLC, who will then select the arbitrator. The parties will equally share the fees and costs incurred in the selection of the arbitrator.
  - (B) The arbitrator selected must be an attorney with at least 10 years experience, be independent, impartial, and not have engaged in any business for or adverse to either Party for at least 10 years.
- 2.2 Discovery. The extent and the time set for discovery will be as determined by the arbitrator. Each Party must, however, within ten (10) days of selection of an arbitrator deliver to the other Party copies of all documents in the delivering party's possession that are relevant to the dispute.
- 2.3 Hearing. The arbitration hearing will be held within 90 days of the appointment of the arbitrator. The arbitration hearing, all proceedings, and all discovery will be conducted in Glendale, Arizona unless otherwise agreed by the parties or required as a result of witness location. Telephonic hearings and other reasonable arrangements may be used to minimize costs.

- 2.4 Award. At the arbitration hearing, each Party will submit its position to the arbitrator, evidence to support that position, and the exact award sought in this matter with specificity. The arbitrator must select the award sought by one of the parties as the final judgment and may not independently alter or modify the awards sought by the parties, fashion any remedy, or make any equitable order. The arbitrator has no authority to consider or award punitive damages.
- 2.5 Final Decision. The Arbitrator's decision should be rendered within 15 days after the arbitration hearing is concluded. This decision will be final and binding on the Parties.
- 2.6 Costs. The prevailing party may enter the arbitration in any court having jurisdiction in order to convert it to a judgment. The non-prevailing party shall pay all of the prevailing party's arbitration costs and expenses, including reasonable attorney's fees and costs.

3. **Services to Continue Pending Dispute.** Unless otherwise agreed to in writing, Contractor must continue to perform and maintain progress of required services during any Dispute resolution or arbitration proceedings, and City will continue to make payment to Contractor in accordance with this Agreement.

4. **Exceptions.**

- 4.1 Third Party Claims. City and Contractor are not required to arbitrate any third-party claim, cross-claim, counter claim, or other claim or defense of a third-party who is not obligated by contract to arbitrate disputes with City and Contractor.
- 4.2 Liens. City or Contractor may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice, but only to the extent the lien or stop notice the Party seeks to enforce is enforceable under Arizona Law, including, without limitation, an action under A.R.S. § 33-420, without the necessity of initiating or exhausting the procedures of this Exhibit.
- 4.3 Governmental Actions. This Exhibit does not apply to, and must not be construed to require arbitration of, any claims, actions or other process filed or issued by City of Glendale Building Safety Department or any other agency of City acting in its governmental permitting or other regulatory capacity.

**SECTION FOUR  
PRICE SHEET**

Original Copy

CITY OF GLENDALE  
Materials Management

**Solicitation Number: RFQ 11-36**  
Palm Tree Trimming

**4.1 PRICE**

Area ID	Location/Unit	Description	Palms	Individual Palm List	Annual Unit Price
X194	59 AV. * MEDIANS 20257 N./DV	STARTS NORTH OF ALBERTSONS TO DEER VALLEY ( 5 MEDIANS ).	1	31.00	31.00
X369	UNION HILLS * MEDIANS * 67 / 75	TURF AND ALL TREES.	10	50.00	500.00
X370	75 AV. MEDIANS * UNION HILLS/BEARDSLEY	TURF AND ALL TREES. OMIT FIRST MEDIAN SOUTH OF BEARDSLEY.	21	35.00	735.00
X002	UNION HILLS MEDIANS * 64 DR./67 AV.		8	30.00	240.00
X002B	UNION HILLS DR. MEDIAN * 63 AV./64 DR.	CURVED MEDIAN ON UNION HILLS DR. FROM 63 AV. TO 64 DR., INCLUDES PAVING STONE.	8	30.00	240.00
X306	UNION HILLS DR. MEDIANS * 59 AV./63 AV.	MEDIANS ON UNION HILLS DR. FROM 59 AV. TO 63 AV., INCLUDES PAVING STONE, OMIT CEMENT MEDIAN ON THE BRIDGE.	18	31.00	558.00
X071B	59 AV. MEDIAN * NORTHBOUND FROM UTOPIA	MEDIAN ON 59 AV., NORTHBOUND FROM UTOPIA FOR 490'.	9	30.00	270.00
X071C	59 AV. MEDIAN * SOUTHBOUND FROM BEHREND DR.	STARTING WITH THE CEMENT ROCK MEDIAN AT 59 AV. & BEHREND DR., WORK SOUTHBOUND FOR 596' TO THE OLDER AREA.	4	30.00	120.00
X192	UNION HILLS MEDIANS 51/59		24	30.00	720.00
X393	59 AV. * MEDIAN SOUTH OF BEARDSLEY		2	30.00	60.00
X070	59 AV. * ES @ MICHIGAN	SOUTH EAST CORNER OF 59 AV. & MICHIGAN. SOUTH FOR 255'. EAST FOR 48'.	4	30.00	120.00
X483	59 AV. * ES GROVERS/NORTH OF MICHELLE DR.	EAST SIDE OF 59 AV. FROM THE NORTH EAST CORNER OF GROVERS TO 360' NORTH OF MICHELLE DR.	5	30.00	<del>150.00</del> 150.00
X287	UNION HILLS * SS 79/75		3	34.00	102.00

c.f.

**SECTION FOUR  
PRICE SHEET**

CITY OF GLENDALE  
Materials Management

**Solicitation Number: RFQ 11-36**

Palm Tree Trimming

Area ID	Location/Unit	Description	Palms	Individual Palm List	Annual Unit Price
X474	BELL ROAD * NS 83/E LOOP 101	NORTH SIDE OF BELL ROAD FROM 83 AV. TO EAST OF LOOP 101 (LIFT STATION). INCLUDES NORTH WEST CORNER OF 83 AV. & BELL.	8	30.00	240.00
X235	BELL ROAD * SS 7499/BRIDGE	75 AV. TO SKUNK CREEK BRIDGE. INCLUDES S.E. CORNER OF 75 AV. & BELL.	2	30.00	60.00
X368	51 AV. & BELL * S.W.C.	SIGN PLANTER.	5	30.00	150.00
X073	59 AV. * WS COUNTRY GABLES /CALAVAR	COUNTRY GABLES TO CALAVAR.	29	26.00	754.00
X424	RANCHO MIRAGE	VICINITY OF: 67 AV. * ES @ PORT AU PRINCE, & GREENWAY * SS WEST OF 66 AV., & PASEO AREA.	10	30.00	300.00
X068	59 AV. * ES NORTH OF THUNDERBIRD/CROCUS	STARTS AT BUS STOP. NORTH TO CROCUS.	7	27.00	189.00
X293	12700 N. 59 AV.	THE WEST SIDE OF 59 AV. FROM SWEETWATER AV. TO NORTH OF THE BLOOMFIELD RD. ALIGNMENT.	29	34.00	986.00
X311	59 AV. & SWEETWATER AV. * N & W	THE WEST SIDE OF 59 AV. FROM THE ARIZONA CANAL TO SWEETWATER AV., THEN WEST BOUND ON THE NORTH SIDE OF SWEETWATER AV. FOR 189'. (RED ROCK.)	9	32.00	288.00
X600	MARSHALL RANCH SCHOOL BIKE PATH	57 AV. & MARSHALL RANCH DR. NORTH EAST BOUND TO ARIZONA CANAL. SCHOOL FENCE LINE TO SIDEWALK ONLY.	2	30.00	60.00
X180	PEORIA * MEDIANS 59/63		2	30.00	60.00
X183	59 AV. * WS SUNNYSIDE/11000 N.	WEST SIDE OF 59 AV. FROM SUNNYSIDE DR. TO NORTH OF OPPOSITE DESERT COVE AV. CURB TO SIDEWALK, SIDEWALK TO WALL, INCLUDING 2 UTILITY SHEDS.	26	29.00	754.00
X185	61 AV. & CHOLLA * S & E	SOUTH TO DESERT COVE. (EAST SIDE 61AV.) EAST TO 59 AV. (SOUTH SIDE OF CHOLLA)	11	30.00	330.00

**SECTION FOUR  
PRICE SHEET**

CITY OF GLENDALE  
Materials Management

**Solicitation Number: RFQ 11-36**  
Palm Tree Trimming

Area ID	Location/Unit	Description	Palms	Individual Palm List	Annual Unit Price
X085	51 AV. * WS SIERRA/CHOLLA		4	29.00	116.00
X179	PEORIA * MEDIANS 55/59		5	29.00	145.00
X182	59 AV. * ES DESERT COVE/12029 N.	STOPS SOUTH OF BIKE SHOP.	39	27.00	1,053.00
X381	55 AV. & CACTUS * S & W	(55AVE. * WS CACTUS/SUNNYSIDE - ROW TO DITCH & WALLS. CACTUS * SS 57/55 - FENCELINES. )	3	30.00	90.00
X610	SIERRA ST. * SS 51 DR./51 AV.		2	30.00	60.00
X074	59 AV. * WS PEORIA /10380 N.		8	30.00	240.00
X133	63 AV. * WS SUNNYSLOPE LN./OLIVE AV.	WEST SIDE OF 63 AV. FROM SUNNYSLOPE LN. TO OLIVE AV., INCLUDING CORNER AREAS.	1	30.00	30.00
X173	PEORIA * SS 63/59	INCLUDES 61 AV. * WS PEORIA/NORTH LANE.	1	30.00	30.00
X200	59 AV. * WS 9652 N./SUNNYSLOPE	WEST SIDE OF 59 AV. FROM THE SOUTH PROPERTY LINE OF STATION 157 TO SUNNYSLOPE LN. STREET TO SIDEWALK. SIDEWALK TO BIRM. "CRUSHED ROCK". INCLUDES CITRUS TREES WHERE APPLICABLE.	2	30.00	60.00
X434	EXECUTIVE PALMS	63AV. & ROYAL PALM * NORTH EAST CORNER. 63 AV. * ES ROYAL PALM/LAURIE LANE. LAURIE LANE * BS 63 AV./62 DR. 63 AV. * ES LAURIE LANE C/L NORTH FOR 380'.	10	30.00	300.00
X346	63 AV. & NORTHERN * S.W.B.	SOUTH SIDE OF NORTHERN AV., WESTBOUND FROM 63 AV. TO LINE OF UTILITY POLES.	5	30.00	<del>115.00</del> 50.00
X089	PALERMO @ MANISTEE RANCH	WEST SIDE OF 51 AV. @ MORTEN. NORTH TO HAYWARD. SOUTH TO RETENTION. OMIT ENTRANCE AREAS.	18	29.00	522.00

**SECTION FOUR  
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CITY OF GLENDALE  
Materials Management

**Solicitation Number: RFQ 11-36**  
Palm Tree Trimming

Area ID	Location/Unit	Description	Palms	Individual Palm List	Annual Unit Price
X109	ORANGEWOOD AV. * NS 5110/5400	1. NORTH SIDE OF ORANGEWOOD FROM WEST OF 51 AVE. RETENTION TO SANDS PARK BOUNDRY. CURB TO SIDEWALK, SIDEWALK TO FENCE WALL. 2. ADD ON AREA: 51 AV. & ORANGEWOOD AV. * N.W.C. FROM " RETENTION WALL BOUNDRIES " TO CURB LINE.	24	15.00	360.00
X376	55 AV. & PALMAIRE * PALMS	N.W. & S.W. CORNER = 1 EA. ALLEY TO S & W = 3	5	30.00	<del>115.00</del> 150.00 c.4.
X516	MANISTEE TOWN CENTER	NORTHERN TO HAYWARD & 55 TO 59. " EXTERIOR " MEDIANS. INCLUDES BANK OF AMERICA AREA.	3	29.00	87.00
X619	MANISTEE RANCH DEVELOPMENT	1. 55 AV. * ES HAYWARD/SO. OF NORTHERN. 2. NORTHERN * SS EA. OF 55 AV./PARK P.L. 3. 51 AV. * WS SO. OF WALGREEN'S P.L./HAYWARD. OMIT CORNER ENTRANCES.	43	27.00	1,161.00
X671	VERSAILLES @ MANISTEE RANCH	EAST SIDE OF 55 AV. @ BELMONT. SOUTH TO SLUICE, NORTH TO HAYWARD. CURB TO SIDEWALK, SIDEWALK TO WALL. STREET ENTRANCES AND DEVELOPED SLUICE AREA NOT INCLUDED.	12	27.00	324.00
X140F	GLENDALE AV. MEDIAN * W.B. FROM 71 AV.	MEDIAN ON GLENDALE AV. WEST BOUND FROM 71 AV. FOR 610', INCLUDES PAVING STONE.	16	30.00	480.00
X373	59 AV. * WS GLENDALE/BETHANY	" PINK GRAVEL "	39	30.00	1,170.00
X408	GLENDALE AV. * SS 62/59		1	30.00	30.00

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CITY OF GLENDALE  
Materials Management

**Solicitation Number: RFQ 11-36**  
Palm Tree Trimming

Area ID	Location/Unit	Description	Palms	Individual Palm List	Annual Unit Price
X732	67 AV. & BETHANY HOME RD. IMPROVEMENTS	MEDIANS IN ALL FOUR DIRECTIONS & R.O.W.'S: 1. N.E.C. - UHAUL. 2. N.W.C. - BUS STOP. 3. S.E.C. - CHECKER & 5821 N. 67 AV. MEDIANS INCLUDE PAVING STONE.	1	30.00	30.00
X372	59 AV. * ES BETHANY/GLENDALE	" PINK GRAVEL ". EXCLUDES PALMS AT BONSAI PARK NORTH. RIVER ROCK AREA AT 6105 N. 59 AV. INCLUDED. SIDEWALK TREES AT 6717 N. 59 AV. INCLUDED.	27	30.00	810.00
X374	DOWNTOWN PALMS * SOUTH OF GLENDALE AV.	1. 58 DR. * ES GRAND AV. TO GLENDALE AV. = 1. 2. 58 AV. * WS GLENDALE AV. TO GRAND AV. = 1. 3. LAMAR RD. * NS 57 DR. TO 58 AV. = 2. 4. 58 AV. * ES LAMAR RD. TO GLENDALE AV. = 8. 5. 6829 N. 57 AV. = 4.	1	30.00	30.00
X551	59 AV. * MEDIANS BETHANY/GLENDALE	2 MEDIANS TOTAL.	7	30.00	210.00
X042B	4472 W. NORTHERN AV.	NORTH SIDE OF NORTHERN AV. EAST BOUND FROM 45 AV. TO THE ALLEY.	1	30.00	30.00
X107	4901 W. BUTLER DR.	THE SOUTH SIDE OF BUTLER DR. FROM 51 AV. TO 47 AV. INCLUDES 2 SHEDS AND ESTABLISHED VEGETATION.	18	31.00	558.00
X615	4513 W. LOMA LN. * MEDIAN	MEDIAN ON LOMA LANE, WEST OF 45 AV.	2	30.00	60.00
X044	NORTHERN * SS 47/45		2	30.00	60.00
X080	51 AV. & NORTHERN * SOUTH EAST CORNER		2	30.00	60.00

**SECTION FOUR  
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CITY OF GLENDALE  
Materials Management

**Solicitation Number: RFQ 11-36**  
Palm Tree Trimming

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X122	47 AV. * BS GLENDALE/NORTHERN	BOTH SIDES OF 47AV. FROM GLENDALE TO NORTHERN. PALMS = 34 - ES 7129 N.TO ORANGEWOOD. 28 - WS ORANGEWOOD TO FIRST 4 SOUTH OF NORTHVIEW.	61	33.00	2,013.00
X378	47 AV. * WS 6244 N. * PALMS	7 PALMS	7	31.00	217.00
X614	6827 N. 45 AV.	SMALL RETENTION ON THE EAST SIDE OF 45 AV. SOUTH OF GLENDALE AV., BETWEEN THE APARTMENTS AND CAR LOT.	1	30.00	30.00
X275	59 AV. * ES 5101 N./MONTEBELLO	THE EAST SIDE OF 59 AV. FROM THE MEDLOCK DR. ALIGNMENT TO MONTEBELLO AV. " PINK GRAVEL ". EXCLUDES 5145 N. 59 AV. JACK IN THE BOX ROW. PALMS OK. 5635 N. 59 AV. PALMS ONLY.	29	30.00	870.00
X550	59 AV. * MEDIANS CAMELBACK/BETHANY	4 MEDIANS TOTAL.	12	30.00	360.00
X463	TOM MURRAY * INDUSTRIAL	W. COLTER ST. & TOM MURRAY AVE. EXCLUDES DEVELOPED AREA AT 4440.	1	30.00	30.00
X491	43 AV. & N.W. GRAND " SIGN AREA "		27	26.00	702.00
X210	79 AV. * ES NORTH & SOUTH OF PALMAIRE		2	30.00	60.00
X216	AIRPORT * ROW * NOTE *	INCLUDE WEST SIDE OF GLEN HARBOR BLVD., AND MEDIAN ON GLEN HARBOR.	3	30.00	90.00
X217	AIRPORT * ROW * NOTE *	INCLUDE EAST SIDE OF GLEN HARBOR BLVD.	4	30.00	120.00
X142B	GLENDALE AV. MEDIAN * WEST OF 83 AV.	MEDIAN WEST OF 83 AV. ON GLENDALE AV., INCLUDING PAVING STONE.	8	31.00	248.00
X142C	GLENDALE AV. MEDIANS @ ROVEY FARMS	2 MEDIANS ON GLENDALE AV. FROM 89 AV. TO THE 87 AV. ALIGNMENT INCLUDING PAVING STONE.	14	31.00	434.00
X168	GLENDALE AV. * SS 7899/EAST OF 77 LN.	SOUTH SIDE OF GLENDALE AV. FROM 79TH AV. TO EAST OF 77TH LN. (280') CURB TO WALL.	1	30.00	30.00

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X312	GLENDALE MEDIAN * 77 LN./79 AV.		4	29.00	116.00
X379	GLENDALE MEDIAN * 81/83 AV.		4	29.00	116.00
X445	GLENDALE MEDIANS * 79/81 AV.	1 MEDIAN. 3 MEDIANS.	6	29.00	174.00
X535E	GLENDALE MEDIAN * 76 DR./77 LN.		8	29.00	232.00
X535W	GLENDALE MEDIAN * 76 DR./77 LN.		1	29.00	29.00
X166	CAMELBACK * NS EAST OF 85 AV./87 AV.		5	29.00	145.00
X201	EMERALD POINT	83 AV. * ES S. GEORGIA/MISSOURI. MISSOURI AV. * SS 83/79. 81 AV. * BOTH SIDES MISSOURI/COLTER. ALL ASSOCIATION RETENTIONS.	15	29.00	435.00
X077	59 AV. * WS BETHANY/CAMELBACK	" PINK GRAVEL "	31	30.00	930.00
X512	SOLANO * NS 65/67		3	30.00	90.00
X294	GLENDALE AV. * NS 51/55		7	31.00	217.00
X295	GLENDALE AV. * SS 55/51		9	31.00	279.00
X203	GLENDALE AV * NS 43/51		97	36.00	3,492.00
X204	GLENDALE AV. * SS 51/43		87	34.00	2,958.00
		<b>ROW TOTAL</b>	<b>1006</b>		
<b><u>"GO" AREAS:</u></b>					
X140A	GLENDALE AV. MEDIANS * 67 AV./71 AV.	3 MEDIANS ON GLENDALE AV. FROM 67 AV. TO 71 AVE, PINK GRANITE.	20	29.00	580.00
X140B	GLENDALE AVE. MEDIAN 67 AVE	ALL FOUR DIRECTIONS	6	30.00	180.00

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X140D	GLENDALE AV. MEDIANS * 73 AV./75 AV.	1 MEDIAN ON GLENDALE AV. STARTING 79' WEST OF 73 AV., AND WEST BOUND FOR 558' PINK GRANITE.	8	28.00	224.00
X103	67 AV. * WS MISSOURI/SOUTH OF MEDLOCK	WEST SIDE OF 67 AV. FROM MISSOURI TO SOUTH OF MEDLOCK. INCLUDES UTILITY SHEDS.	6	30.00	180.00
X165	CAMELBACK * NS E 68 DR./73 AV.	AREA STARTS 490' EAST OF 68 DR. TO 73 AV.	3	30.00	90.00
		<b>"GO" TOTAL</b>	<b>43</b>		
	<b><u>JOBING.COM ARENA</u></b>				
XA1	BY LAKE 93 AVE TO 95 AVE		35	28.00	980.00
XA2	MEDIANS ON GLENDALE AVE - 101 EAST TO 95 AVE		10	28.00	280.00
XA3	MEDIANS ON GLENDALE AVE - 95 AVE TO 93 AVE		11	28.00	308.00
XA4	MEDIANS - 95 AVE FROM GLENDALE SOUTH TO MARYLAND		55	28.00	1,540.00
XA5	MEDIANS - 93 AVE FROM GLENDALE AVE SOUTH TO MARYLAND		60	28.00	1,680.00
XA6	MEDIANS COYOTES BLVD 91 AVE TO 93 AVE		5	28.00	140.00
		<b>ARENA TOTAL</b>	<b>176</b>		

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<b>AIRPORT</b>					
XARP1	TERMINAL @ 6801 N. GLEN HARBOR BLVD		2	30.00	60.00
		TOTAL	2		
		AIRPORT			
		GRAND TOTAL	1227		
					<del>36,419.00</del>
					37,082.07
				\$ 8.00/ FT	

Price per linear foot for skinning of palms trees (that have not previously been skinned)

4.4 **DISCOUNT/PAYMENT TERMS:** The City standard is 2% 20 days.

Comply: YES X NO

If your answer is NO, please state terms offered: \_\_\_\_\_