TOWN OF FOUNTAIN HILLS
COMMUNITY SERVICES DEPARTMENT

INVITATION FOR BIDS

ANNUAL LANDSCAPE SERVICES

Town of Fountain Hills
16705 East Avenue of the Fountains
Fountain Hills, Arizona 85268

SOLICITATION INFORMATION AND SCHEDULE

Solicitation Number:	**CS 2015-102**
Release Date:	**April 15, 2015**
Advertisement Dates:	**April 15 & 22, 2015 – Fountain Hills Times** **April 16 & 23, 2015 – Arizona Business Gazette**
Final Date for Inquires	**May 4, 2015**
Prospective Bidder's Conference:	**April 27, 2015** **2:00 p.m.** (local time, Phoenix, Arizona) Fountain Hills Town Hall Fountain Conference Room 16705 East Avenue of the Fountains Fountain Hills, Arizona 85268
Bid Deadline:	**May 19, 2015** **2:00 p.m.** (local time, Phoenix, Arizona)
Bid Opening:	**May 19, 2015** **2:00 p.m.** (local time, Phoenix, Arizona)
Town Representatives:	Mark C. Mayer mmayer@fh.az.gov Paul Mood pmood@fh.az.gov

In accordance with the Town of Fountain Hills Procurement Code, competitive sealed Bids for the services specified herein will be received by the Town Clerk at the Town Clerk's Office at the above-referenced location until the date and time referenced above (the "Bid Deadline"). Bids received by the Bid Deadline shall be publicly opened and the Bid Price read. Bids shall be in the actual possession of the Town Clerk on, or prior to, the Bid Deadline date. Late Bids shall not be considered except as provided in the Town Procurement Code. Bids shall be submitted in a sealed envelope with the Solicitation Number and the Bidder's name and address clearly indicated on the front of the envelope.

* The Town of Fountain Hills reserves the right to amend the solicitation schedule as necessary.

ORIGINAL

OFFER

The undersigned (the "Bidder") hereby offers this Bid as an offer to contract with the Town under the terms and conditions set forth below and certifies that Bidder has read, understands and agrees to fully comply with, and be contractually bound by, all terms and conditions as set forth in this Invitation For Bids ("IFB"), the Contract formed hereby (as defined below) and any amendments thereto, together with all Exhibits, Specifications, Plans and other documents included as part of this Contract (the "Contract Documents").

Arizona Transaction (Sales) Privilege Tax License Number: 07 0487872	For Clarification of this Bid contact:
Federal Employer Identification Number: 86-1038488	Name: JOSE HERNANDEZ
	Telephone: 480.821.4966
	Facsimile: 480.964.5191
Contractor Name: ARTISTIC LAND MANAGEMENT	Email: JOSEC ALMINC.NET
Address: P.O. BOX 2320	Authorized Signature for Contractor
City: CHANDLER, State: AZ, Zip Code: 85244	Printed Name: JOSE HERNANDEZ
	Title: PRESIDENT

ACCEPTANCE OF OFFER AND NOTICE OF AWARD
(FOR TOWN OF FOUNTAIN HILLS USE ONLY)

Effective Date: 7-1-15 Contract No. C2016-119 Official File: _____

TOWN OF FOUNTAIN HILLS, an Arizona municipal corporation

Kenneth W. Buchanan, Town Manager

ATTEST:

Bevelyn J. Bender, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney

2336353.3

OFFER

The undersigned (the "Bidder") hereby offers this Bid as an offer to contract with the Town under the terms and conditions set forth below and certifies that Bidder has read, understands and agrees to fully comply with, and be contractually bound by, all terms and conditions as set forth in this Invitation For Bids ("IFB"), the Contract formed hereby (as defined below) and any amendments thereto, together with all Exhibits, Specifications, Plans and other documents included as part of this Contract (the "Contract Documents").

Arizona Transaction (Sales) Privilege Tax License Number:_____ Federal Employer Identification Number: _____ Contractor Name _____ Address _____ City State Zip Code	For Clarification of this Bid contact: Name:_____ Telephone:_____ Facsimile:_____ Email:_____ _____ **Authorized Signature for Contractor** _____ Printed Name _____ Title

ACCEPTANCE OF OFFER AND NOTICE OF AWARD
(FOR TOWN OF FOUNTAIN HILLS USE ONLY)

Effective Date:_____ Contract No._____ Official File:_____

TOWN OF FOUNTAIN HILLS, an Arizona municipal corporation

_____
Kenneth W. Buchanan, Town Manager

ATTEST:

_____
Bevelyn J. Bender, Town Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, Town Attorney

ARTICLE I - DEFINITIONS

For purposes of this Invitation for Bids, the following definitions shall apply:

1.1 "Bid" or "Offer" means a responsive bid or quotation submitted by a Bidder in response to this Invitation for Bids.

1.2 "Bid Deadline" means the date and time set forth on the cover of this IFB for the Town Clerk to be in actual possession of the sealed Bids.

1.3 "Bid Opening" means the date and time set forth on the cover of this Invitation for Bids for opening of sealed Bids.

1.4 "Bidder" means any person or firm submitting a competitive Bid in response to this IFB.

1.5 "Confidential Information" means that portion of a Bid, proposal, Offer, Specification or protest that contains information that the person submitting the information believes should be withheld, provided (i) such person submits a written statement advising the Town of this fact at the time of the submission and (ii) the information is so identified wherever it appears.

1.6 "Contract" means, collectively, the (i) Offer/Bid, (ii) this IFB, including all exhibits, (iii) the Notice of Award, (iv) the Notice to Proceed or Purchase Order(s), (v) any approved Addendum, Change Order or Amendment, (vi) the Contractor's Certificates of Insurance and a copy of the Declarations Page(s) of the insurance policies, (vii) any Plans, Specifications or other documents attached, appended or incorporated herein by reference. Alternate or optional bid items will become part of the Contract only if they are accepted by the Town in writing on the Price Sheet.

1.7 "Contractor" means the individual, partnership, corporation or limited liability company who has submitted a Bid in response to this IFB and who, as a result of the competitive bidding process, is awarded a contract for Materials or Services by the Town.

1.8 "Days" means calendar days unless otherwise specified.

1.9 "Invitation for Bids" or "IFB" means this request by the Town for participation in the competitive bidding process according to all documents, including those attached or incorporated herein by reference, utilized for soliciting Bids for the Services and/or Materials in compliance with the Town's Procurement Code.

1.10 "Materials" means any personal property, including equipment, materials, replacements and supplies provided by the Contractor in conjunction with the Contract and shall include, in addition to Materials incorporated in the Project, equipment and other material used and/or consumed in the performance of Services or Work.

1.11 "Multiple Award" means an award of an indefinite quantity contract for one or more similar products, commodities or Services to more than one Bidder.

1.12 "Price" means the total expenditure for a defined quantity of a commodity or service.

1.13 "Procurement Administrator" means a Town employee, as designated on the cover of this IFB, who has specifically been designated to act as a contact person to the Bidders and/or Contractor relating to their IFB.

1.14 "Procurement Agent" means the Town Manager or authorized designee.

1.15 "Procurement Code" means the Town's Procurement Code, as amended from time to time.

1.16 "Project" means the purpose and Work described as set forth in Section 2.1, Purpose/Scope of Work, of the IFB.

1.17 "Services" means the furnishing of labor, time or effort by a Contractor, not involving the delivery of a specific end product other than reports which are merely incidental to the required performance and as further defined in the Contract. This term does not include "professional and technical services" as defined in the Procurement Code.

1.18 "Specification" means any description of the physical characteristics, functional characteristics, or the nature of a commodity, product, supply or Services. The term may include a description of any requirements for inspecting, testing, or preparing a supply or service item for delivery.

1.19 "Subcontractor" means those persons or groups of persons having a direct contract with the Contractor to perform a portion of the Work and those who furnish Materials according to the plans and/or Specifications required by this Contract.

1.20 "Town" means the Town of Fountain Hills, an Arizona municipal corporation.

1.21 "Town Representative" means the Town employee who has specifically been designated to act as a contact person to the Town's Procurement Administrator, and who is responsible for monitoring and overseeing the Contractor's performance under the Contract and for providing information regarding details pertaining to the Work.

1.22 "Vendor" means any firms, entities or individuals desiring to prepare a responsive Bid in response to this IFB.

1.23 "Work" means all labor, Materials and equipment incorporated or to be incorporated in the Project that are necessary to accomplish the Services required by this Contract.

ARTICLE II – BID PROCESS; BID AWARD

2.1 Purpose/Scope of Work. The purpose of this IFB is to secure qualified, licensed Contractor(s) to perform landscaping services, including, but not limited to, mowing, edging, trimming, aerating, fertilizing, raking, pruning, weeding, trash and debris cleanup, irrigation work, emergent spraying and overseeding (the "Services") Town of Fountain Hills properties as more particularly described in the Scope of Work, attached hereto as Exhibit A and incorporated herein by reference. Maps detailing Services to be provided for the various parks are included with the Parks Bid Worksheet, attached hereto as Exhibit B-1 and incorporated herein by reference. A map detailing the Services to be provided at the Avenue of the Fountains Plaza is included with the Avenue of the Fountains Plaza Bid Worksheet, attached hereto as Exhibit B-2 and incorporated herein by reference. Tables and maps detailing Services to be provided for the various open spaces are included with the Open Space Bid Worksheet, attached hereto as Exhibit B-3 and incorporated herein by reference. A table and maps detailing Services to be provided for the various facilities are included with the Facilities Bid Worksheet, attached hereto as Exhibit B-4 and incorporated herein by reference.

2.2 Amendment of IFB. No alteration may be made to this IFB or the resultant Contract without the express, written approval of the Town in the form of an official IFB addendum or Contract amendment. Any attempt to alter this IFB/Contract without such approval is a violation of this IFB/Contract and the Town Procurement Code. Any such action is subject to the legal and contractual remedies available to the Town including, but not limited to, Contract cancellation and suspension and/or debarment of the Bidder or Contractor.

2.3 Preparation/Submission of Bid. Bidders are invited to participate in the competitive bidding process for the Services specified in this IFB. Bidders shall review their Bid submissions to ensure the following requirements are met.

A. Irregular/Non-responsive Bids. The Town will consider as "irregular" or "non-responsive" and shall reject any Bid not prepared and submitted in accordance with the IFB and Specifications, or any Bid lacking sufficient information to enable the Town to make a reasonable determination of compliance with the Specifications. Unauthorized or unreasonable exceptions, conditions, limitations, or provisions shall be cause for rejection. Bids may be deemed non-responsive at any time during the evaluation process if, in the sole opinion of the Procurement Agent, any of the following are true:

1. Bidder does not meet the minimum required skill, experience or requirements to perform the Services or provide the Materials.

2. Bidder has a past record of failing to fully perform or fulfill contractual obligations.

3. Bidder cannot demonstrate financial stability.

4. Bid submission contains false, inaccurate or misleading statements that, in the opinion of the Procurement Agent, are intended to mislead the Town in its evaluation of the Bid.

B. Specification Minimums. Bidders are reminded that the Specifications stated in the Scope of Work as part of this IFB are the minimum levels required and that Bids submitted must be for products or Services that meet or exceed the minimum level of all features specifically listed in this IFB. Bids offering less than the minimums specified will be deemed not responsive. It shall be the Bidder's responsibility to carefully examine each item listed in the Scope of Work.

C. Required Submittal. Bidders shall provide **all of the following** documents to be considered a responsive Bid:

1. Complete, fully executed original of this IFB, with the Offer signed in ink by a person authorized to bind the Bidder.

2. Price Sheet.

3. Bid Bond.

4. Licenses; Certifications; DBE/MBE Status.

5. References.

6. Acknowledgment for each Addendum received, if any.

D. Bidder Responsibilities. All Bidders shall (1) examine the entire Bid package, (2) seek clarification of any item or requirement that may not be clear, (3) check all responses for accuracy before submitting a Bid and (4) submit the entire, completed Bid package by the official Bid Deadline. Late Bids shall not be considered. Bids not submitted with an **original, signed** Offer page by a person authorized to bind the Bidder shall be considered non-responsive. Negligence in preparing a Bid shall not be good cause for withdrawal after the Bid Deadline.

E. Sealed Bids. All Bids shall be sealed and clearly marked with the IFB title and number on the lower left hand corner of the mailing envelope. A return address must also appear on the outside of the sealed Bid.

F. Address. All Bids shall be directed to the following address: Town Clerk, 16705 East Avenue of the Fountains, Fountain Hills, Arizona 85268, or hand-delivered to the Town Clerk's office.

G. Bid Forms. All Bids shall be on the forms provided in this IFB. It is permissible to copy these forms if required. Telegraphic (facsimile), electronic (email) or mailgram Bids will not be considered.

H. Modifications. Erasures, interlineations, or other modifications in the Bid shall be initialed in original ink by the authorized person signing the Bid.

I. Withdrawal. At any time prior to the specified Bid Opening, a Bidder (or designated representative) may amend or withdraw its Bid. Facsimile, electronic (email) or mailgram Bid amendments or withdrawals will not be considered. No Bid shall be altered, amended or withdrawn after the specified Bid Deadline, unless otherwise permitted pursuant to the Town Procurement Code.

2.4 Inquiries; Interpretation of Specifications; Scope of Work.

A. Inquiries. Any question related to the IFB, including any part of the Specifications, Scope of Work or other Contract Documents, shall be directed to the Town Representatives whose names appear on the cover page of this IFB. Questions shall be submitted in writing by the date indicated on the cover page of this IFB; the Town will not respond to any inquiries submitted later than the Final Date for Inquiries. The Vendor submitting such inquiry will be responsible for its prompt delivery to the Town. Any correspondence related to the IFB shall refer to the title and number, page and paragraph. However, the Bidder shall not place the IFB number and title on the outside of any envelope containing questions, because such an envelope may be identified as a sealed Bid and may not be opened until the Bid Opening. Any interpretations or corrections of the proposed Contract Documents will be made only by addenda duly approved and issued by the Town. The Town will not be responsible for any other explanations or interpretations of the Contract Documents.

B. Addenda. It shall be the Bidder's responsibility to check for addenda issued to this IFB. Any addendum issued by the Town with respect to this IFB will be available at:

Town of Fountain Hills Town Hall,
16705 East Avenue of the Fountains, Fountain Hills, Arizona 85268
Town of Fountain Hills website at: www.fh.az.gov/for-business.aspx

C. Approval of Substitutions. The Materials, products, and equipment described in this IFB establish a standard or required function, dimension, appearance and quality to be met by any proposed substitution. No substitute will be considered unless written request for approval has been received by the Town Representative at least ten days prior to the Bid Deadline. Each such request shall include the name of the Material or equipment for which it is to be substituted and a complete description of the proposed substitute, including any drawings, performance and test data and any other information necessary for evaluation of the proposed substitute. If a substitute is approved, the approval shall be by written addendum to the IFB. Bidder shall not rely upon approvals made in any other manner.

D. Use of Equals. When the Scope of Work or Specifications for Materials, articles, products and equipment include the phrase "*or equal*," Bidder may bid upon and use Materials, articles, products and equipment that will perform equally the duties imposed by the general design. The Town Representative will have the final approval of all Materials, articles, products and equipment proposed to be used as an "equal." No such "equal" shall be purchased or installed without prior, written approval from the Town Representative. Approvals for "equals" before Bid Opening may be requested in writing to the Town

Representative for approval. Requests must be received at least ten days prior to the Bid Deadline. The request shall include the name of the Material, article, product or equipment for which the item is sought to be considered an equal and a complete description of the proposed equal including any drawings, performance and test data and any other information necessary for approval of the equal. All approval of equals shall be issued in the form of written addendum or amendment, as applicable, to this IFB or the Contract.

E. Bid Quantities. It is expressly understood and agreed by the parties hereto that the quantities of the various classes of Services and/or Materials to be furnished under this Contract, which have been estimated as stated in the Bidders' Offer, are only approximate and are to be used solely for the purpose of comparing, on a consistent basis, the Bidders' Offers presented for the Work under this Contract. The selected Contractor agrees that the Town shall not be held responsible if any of the quantities shall be found to be incorrect and the Contractor will not make any claim for damages or for loss of profits because of a difference between the quantities of the various classes of Services and/or Materials as estimated and the Services and/or Materials actually provided. If any error, omission or misstatement is found to occur in the estimated quantities, the same shall not (1) invalidate the Contract or the whole or any part of the Scope of Work, (2) excuse Contractor from any of the obligations or liabilities hereunder or (3) entitle Contractor to any damage or compensation except as may be provided in this Contract.

2.5 Prospective Bidders' Conference. A Prospective Bidders' Conference may be held. If scheduled, the date and time of the Prospective Bidders' Conference will be indicated on the cover page of this IFB. The Prospective Bidders' Conference may be designated as mandatory or non-mandatory on the cover of this IFB. Bids shall not be accepted from Bidders who do not attend a mandatory Prospective Bidders' Conference. Bidders are strongly encouraged to attend those Prospective Bidder's Conferences designated as non-mandatory. The purpose of the Prospective Bidders' Conference will be to clarify the contents of the IFB in order to prevent any misunderstanding of the Town's requirements. Any doubt as to the requirements of this IFB or any apparent omission or discrepancy should be presented to the Town at the Prospective Bidders' Conference. The Town will then determine if any action is necessary and may issue a written amendment or addendum to the IFB. Oral statements or instructions will not constitute an amendment or addendum to the IFB.

2.6 New Materials. All Materials to be provided by the Contractor and included in the Bid shall be new, unless otherwise stated in the Specifications.

2.7 Pricing. Work shall be provided at the unit prices as set forth in the Price Sheet attached hereto as Exhibit B and incorporated herein by reference. Bid Prices shall be submitted on a per unit basis by line item, when applicable and include all applicable sales tax. In the event of a disparity between the unit price and extended price, the unit price shall prevail. **NOTE: All pricing blanks must be filled in. Empty or unfilled spaces in the Price Sheet shall be deemed as a NO BID entry for that item.**

2.8 Subcontracts. Bidders shall submit a listing of all proposed Subcontractors or suppliers that the Bidder intends to utilize relating to the Project, in the form attached hereto as Exhibit C. Failure on the part of the Bidder to complete or improperly complete the Subcontractor Listing will constitute sufficient cause for rejection. Proposed Subcontractors shall qualified and have the requisite licenses and be licensed to do business in the State of Arizona. The Bidder may list itself by writing "Self" adjacent to the category of work for which the Bidder assumes responsibility for performance of the Work assumes the responsibility of the Subcontractor. Subcontractor Listings submitted by unsuccessful Bidders will be returned, unopened, unless required in order to determine responsibility and responsiveness of the Subcontractors and the Bidder's Offers. The Town reserves the right to review and reasonably object to the Subcontractors proposed, and the selected Contractor shall not retain a Subcontractor to which the Town has a reasonable objection.

2.9 Payment; Discounts. Any Bid that requires payment in less than 30 Days shall not be considered. Payment discounts of 30 Days or less will not be deducted from the Bid Price in determining the low Bid. The

Town shall be entitled to take advantage of any payment discount offered, provided payment is made within the discount period. Payment discounts shall be indicated on Price Sheet.

2.10 Taxes. The Town is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be included in the unit price for each line item. It shall not be considered a lump sum payment item. Bidder should not include tax on any allowances. It is the sole responsibility of the Bidder to determine any applicable State tax rates and calculate the tax accordingly. Failure to accurately tabulate any applicable taxes may result in a determination that a Bid is non-responsive. The Bidder shall not rely on, and shall independently verify, any tax information provided by the Town.

2.11 Federal Funding. It is the responsibility of the Bidder to verify and comply with federal requirements that may apply to the Work (the "Federal Requirements"). It is also the responsibility of the Bidder to incorporate any necessary amounts in the Bid to accommodate for required federal record-keeping, necessary pay structures or other matters related to the Federal Requirements, if any.

2.12 Cost of Bid/Proposal Preparation. Bids submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The Town does not reimburse the cost of developing, presenting or providing any response to this solicitation; the Bidder is responsible for all costs incurred in responding to this IFB. All materials and documents submitted in response to this IFB become the property of the Town and will not be returned.

2.13 Public Record. All Bids shall become the property of the Town. After Contract award, Bids shall become public records and shall be available for public inspection in accordance with the Town's Procurement Code, except that any portion of a Bid that was designated as confidential pursuant to Section 2.14 below shall remain confidential from and after the time of Bid opening to the extent permitted by Arizona law.

2.14 Confidential Information. If a Vendor/Bidder believes that a Bid, Specification, or protest contains information that should be withheld from the public record, a statement advising the Procurement Agent of this fact shall accompany the submission and the information shall be clearly identified. The information identified by the Vendor or Bidder as confidential shall not be disclosed until the Procurement Agent makes a written determination. The Procurement Agent shall review the statement and information with the Town Attorney and shall determine in writing whether the information shall be withheld. If the Town Attorney determines that it is proper to disclose the information, the Procurement Agent shall inform the Vendor or Bidder in writing of such determination.

2.15 Vendor Licensing and Registration. Prior to the award of the Contract, the successful Bidder shall (A) be registered with the Arizona Corporation Commission and authorized to do business in Arizona and (B) have a completed Request for Vendor Number on file with the Town Financial Services Department. Bidders shall provide license and certification information with the Bid, attached as Exhibit D and incorporated herein by reference. Upon the Town's request, corporations, limited liability companies, partnerships or other entities shall provide Certificates of Good Standing from the Arizona Corporation Commission.

2.16 Bidder Qualifications.

A. Experience and References. Bidder must demonstrate successful completion of at least three similar projects within the past 60 months, one of which must have a dollar value of at least 75% of the total bid for this Project as set forth in the Price Sheet, attached as Exhibit B. Total bid price does not include any Town allowances identified. For the purpose of this Solicitation, "successful completion" means completion of a project within the established schedule and budget and "similar projects" resemble this Project in size, nature and scope. References for these three projects shall be listed on the sheet attached hereto as Exhibit E and incorporated herein by reference. *These references will be checked*, and it is Bidder's responsibility to ensure that all information is accurate and current. Bidder authorizes the Town's representative

to verify all information from these references and releases all those concerned from any liability in connection with the information they provide.

B. Investigation. The Town's representative may conduct any investigation deemed necessary to determine the Bidder's ability to perform the Work in accordance with the Contract Documents. The three lowest Bidders may be requested to submit additional documentation within 72 hours to assist the Town in its evaluation.

2.17 Certification. By submitting a Bid, the Bidder certifies:

A. No Collusion. The submission of the Bid did not involve collusion or other anti-competitive practices.

B. No Discrimination. It shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.

C. No Gratuity. It has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor or service to a Town employee, officer, agent or elected official in connection with the submitted Bid or a resultant Contract. In the event that the resultant Contract is canceled pursuant to Subsection 3.13(E) below, the Town shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Contractor an amount equal to 150% of the gratuity.

D. Financial Stability. It is financially stable, solvent and has adequate cash reserves to meet all financial obligations including any potential costs resulting from an award of the Contract.

E. No Signature/False Statement. The signature on the Bid and the Vendor Information Form is genuine. Failure to sign the Bid or the Vendor Information Form, or signing either with a false statement, shall void the submitted Bid and any resulting Contract, and the Bidder may be debarred from further bidding in the Town.

2.18 Bid Bond. All Vendors desiring to prepare a responsive Bid shall submit a non-revocable bid security payable to the Town in the amount of ten percent (10%) of the total Bid Price. This security shall be in the form of a bid bond, certified check or cashier's check and must be in the possession of the Town Representative by the Bid Deadline. All bid security from Contractor(s) who have been issued a Notice of Award shall be held until the successful execution of all required Contract Documents and bonds. If the Contractor fails to execute the required contractual documents and bonds within the time specified, or ten Days after Notice of Award if no period is specified, the Contractor may be found to be in default and the Contract terminated by the Town. In case of default, the Town reserves all rights inclusive of, but not limited to, the right to purchase material and/or to complete the Work and to recover any actual excess costs associated with such completion from the Contractor. All bid bonds shall be executed in the form attached hereto as Exhibit F, duly executed by the Bidder as Principal and having as Surety thereon a Surety company holding a Certificate of Authority from the Arizona Department of Insurance to transact surety business in the State of Arizona. Individual sureties are unacceptable. All insurers and sureties shall have, at the time of submission of the proposal, an A.M. Best's Key Rating Guide of "A-" or better as currently listed in the most recent Best Key Guide, published by the A.M. Best Company. As soon as is practicable after the completion of the evaluation, the Town will (A) issue a Notice of Award for those Offers accepted by the Town and (B) return all checks or bonds to those Bidders who have not been issued a Notice of Award.

2.19 Award of Contract.

A. Multiple Award. The Town may, at its sole discretion, accept Bidder's Offer as part of a Multiple Award.

B. Line Item Option. Unless the Bidder's Offer indicates otherwise, or unless specifically provided within the Contract, the Town reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the Town. The Town's flexibility with respect to the method of award also includes any items bid as alternates, which may be accepted or rejected, in whole or in part, at the Town's sole discretion.

C. Evaluation. The evaluation of this Bid will be based on, but not limited to, the following: (1) compliance with Scope of Work, (2) Price, including alternates, if any, but excluding taxes and "as-needed" services requested by the Town and (3) Bidder qualifications to provide the Services/Materials.

D. Waiver; Rejection; Reissuance. Notwithstanding any other provision of this IFB, the Town expressly reserves the right to: (1) waive any immaterial defect or informality, (2) reject any or all Bids or portions thereof and (3) cancel or reissue an IFB.

E. Offer. A Bid is a binding offer to contract with the Town based upon the terms, conditions and specifications contained in this IFB and the Bidder's responsive Bid, unless any of the terms, conditions, or specifications are modified by a written addendum or contract amendment. Bids become binding contracts when the Acceptance of Offer and Notice of Award is executed in writing by the Town. Bidder Offers shall be valid and irrevocable for **90** days after the Bid Opening.

F. Protests. Any Bidder may protest this IFB, the proposed award of a Contract, or the actual award of a Contract. All protests will be considered in accordance with the process set forth by the Town Manager or qualified designee.

ARTICLE III – GENERAL TERMS AND CONDITIONS

3.1 Term. This Contract shall be effective from the date it is fully executed by the Town and remain in full force and effect for one year thereafter (the "Initial Term"), unless terminated as otherwise provided herein. After the expiration of the Initial Term, this Contract may be renewed for up to four successive one-year terms (each a "Renewal Term") if (A) it is deemed in the best interests of the Town, subject to availability and appropriation of funds for renewal in each subsequent year, (B) at least 30 days prior to the end of the then-current term of the Contract, the Contractor requests, in writing, to extend the Contract for an additional one-year term and (C) the Town approves the additional one-year term in writing (including any price adjustments), as evidenced by the Town Manager's signature thereon, which approval may be withheld by the Town for any reason. The Contractor's failure to seek a renewal of this Contract shall cause the Contract to terminate at the end of the then-current term of this Contract; provided however, that the Town may, at its discretion and with the agreement of the awarded Contractor, elect to waive this requirement and renew this Contract. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Contract shall remain in full force and effect.

3.2 Compensation. The Town shall pay the Contractor for Services completed and accepted by the Town at the rates set forth in the Price Sheet. The Contractor shall not commence any billable Work or provide any Services under this Contract until the Contractor receives an executed purchase order from the Town.

3.3 Payments. The Contractor will be paid on the basis of invoices submitted following acceptance of the Services/Materials. All invoices shall document and itemize all Services performed and Materials delivered in sufficient detail to justify payment, shall include the Work Order number authorizing the transaction and shall be sent via email to both Don Clark, the Supervisor of Parks, at dclark@fh.az.gov and accountspayable@fh.az.gov. All transportation charges must be prepaid by the Contractor. If invoice is subject to a cash discount, the discount period will be calculated from the date of receipt of the claim or the Materials, whichever is later.

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

3.5 Contractor Personnel. Contractor shall provide adequate, experienced personnel, capable of and devoted to the successful performance of the Services under this Contract. Contractor agrees to assign specific individuals to key positions. If deemed qualified, the Contractor is encouraged to hire Town residents to fill vacant positions at all levels. Contractor agrees that, upon commencement of the Services to be performed under this Contract, key personnel shall not be removed or replaced without prior written notice to the Town. The term "Key Personnel" means individuals who will be directly assigned to this Project and includes, but is not limited to, the owner, principals, project manager, project superintendent, scheduler, engineer and supervisory personnel. At least two of the Bidder's Key Personnel must have a minimum of three years' experience in similar projects (defined above) and the scheduler must have experience in employing scheduling techniques appropriate for this Project. Resumes of Key Personnel shall be submitted upon request by the Town's representative. If Key Personnel are not available to perform the Services for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, Contractor shall immediately notify the Town of same and shall, subject to the concurrence of the Town, replace such personnel with personnel possessing substantially equal ability and qualifications.

3.6 Inspection; Acceptance. All Work shall be subject to inspection and acceptance by the Town at reasonable times during Contractor's performance. The Contractor shall provide and maintain a self-inspection system that is acceptable to the Town.

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

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

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

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

3.11 Insurance.

A. General.

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

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

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

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

5. Primary Insurance. Contractor's insurance shall be primary insurance with respect to performance of this Contract and in the protection of the Town as an Additional Insured.

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

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

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

9. Use of Subcontractors. If any Work under this Contract is subcontracted in any way, Contractor shall execute written agreement with its Subcontractors containing the indemnification provisions set forth in this subsection and insurance requirements set forth herein protecting the Town and

Contractor. Contractor shall be responsible for executing any agreements with its Subcontractor and obtaining certificates of insurance verifying the insurance requirements.

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

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

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

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

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

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

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

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

B. Required Insurance Coverage.

1. Commercial General Liability. Contractor shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than $1,000,000 for each occurrence, $2,000,000 Products and Completed Operations Annual Aggregate and a $2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the

policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Contract, the Town, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you." If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

2. Vehicle Liability. Contractor shall maintain Business Automobile Liability insurance with a limit of $1,000,000 each occurrence on Contractor's owned, hired and non-owned vehicles assigned to or used in the performance of the Contractor's Work or Services under this Contract. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Contract, the Town, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

3. Professional Liability. If this Contract is the subject of any professional Services or Work, or if the Contractor engages in any professional Services or Work adjunct or residual to performing the Work under this Contract, the Contractor shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Contractor, or anyone employed by the Contractor, or anyone for whose negligent acts, mistakes, errors and omissions the Contractor is legally liable, with an unimpaired liability insurance limit of $2,000,000 each claim and $2,000,000 annual aggregate.

4. Workers' Compensation Insurance. Contractor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Contractor's employees engaged in the performance of Work or Services under this Contract and shall also maintain Employers Liability Insurance of not less than $500,000 for each accident, $500,000 disease for each employee and $1,000,000 disease policy limit.

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

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

3.13 Termination; Cancellation.

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

B. For Cause. If either party fails to perform any obligation pursuant to this Contract and such party fails to cure its nonperformance within 30 days after notice of nonperformance is given by the non-defaulting party, such party will be in default. In the event of such default, the non-defaulting party may terminate this Contract immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting party's nonperformance is such that it cannot reasonably be cured within 30 days, then the defaulting party will have

such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting party immediately (1) provides written notice to the non-defaulting party and (2) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed 90 days. In the event of such termination for cause, payment shall be made by the Town to the Contractor for the undisputed portion of its fee due as of the termination date.

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

D. Conflict of Interest. This Contract is subject to the provisions of ARIZ. REV. STAT. § 38-511. The Town may cancel this Contract without penalty or further obligations by the Town or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Contract on behalf of the Town or any of its departments or agencies is, at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter of the Contract.

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

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

3.14 Miscellaneous.

A. Independent Contractor. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor acknowledges and agrees that all Services and Materials provided under this Contract are being provided as an independent contractor, not as an employee or agent of the Town. Contractor, its employees and Subcontractors are not entitled to workers' compensation benefits from the Town. The Town does not have the authority to supervise or control the actual Work of Contractor, its employees or Subcontractors. The Contractor, and not the Town, shall determine the time of its performance of the Services provided under this Contract so long as Contractor meets the requirements of its agreed Scope of Work as set

forth in Section 2.1 above and in Exhibit A. Contractor is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. Town and Contractor do not intend to nor will they combine business operations under this Contract.

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

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

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

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

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

G. Assignment; Delegation. No right or interest in this Contract shall be assigned or delegated by Contractor without prior, written permission of the Town, signed by the Town Manager. Any attempted assignment or delegation by Contractor in violation of this provision shall be a breach of this Contract by Contractor.

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

I. Rights and Remedies. No provision in this Contract shall be construed, expressly or by implication, as waiver by the Town of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Contract. The failure of the Town to insist upon the strict performance of any term or condition of this Contract or to exercise or delay the exercise of any right or remedy provided in this Contract, or by law, or the Town's acceptance of and payment for Services, shall not release the Contractor from any responsibilities or obligations imposed by this Contract or by law, and shall not be deemed a waiver of any right of the Town to insist upon the strict performance of this Contract.

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

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

L. Offset.

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

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

M. Notices and Requests. Any notice or other communication required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if (1) delivered to the party at the address set forth below, (2) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (3) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the Town:	Town of Fountain Hills 16705 East Avenue of the Fountains Fountain Hills, Arizona 85268 Attn: Kenneth W. Buchanan, Town Manager
With copy to:	GUST ROSENFELD P.L.C. One East Washington Street, Suite 1600 Phoenix, Arizona 85004-2553 Attn: Andrew J. McGuire, Esq.
If to Contractor:	_____ _____ _____ Attn: _____

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (1) when delivered to the party, (2) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (3) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

N. Overcharges by Antitrust Violations. The Town maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the

Contractor hereby assigns to the Town any and all claims for such overcharges as to the goods and services used to fulfill the Contract.

O. Force Majeure. Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term *"force majeure"* means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party, in accordance with subsection 3.14(M), of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract. Force majeure shall not include the following occurrences:

1. Late Delivery. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies or similar occurrences.

2. Late Performance. Late performance by a Subcontractor unless the delay arises out of a force majeure occurrence in accordance with this Subsection 3.14(O). Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure. If either party is delayed at any time in the progress of the Work by force majeure, then the delayed party shall notify the other party in accordance with Subsection 3.14(M) and shall make a specific reference to this Section, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing. The time of Substantial Completion or Final Completion shall be extended by written Contract amendment for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

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

Q. Records and Audit Rights. To ensure that the Contractor and its Subcontractors are complying with the warranty under subsection 3.14(R) below, Contractor's and its Subcontractors' books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Contract, including the papers of any Contractor and its Subcontractors' employees who perform any Work or Services pursuant to this Contract (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the Town, to the extent necessary to adequately permit (1) evaluation and verification of any invoices, payments or claims based on Contractor's and its Subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of Work under this Contract and (2) evaluation of the Contractor's and its Subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 3.14(R) below. To the extent necessary for the Town to audit Records as set forth in this subsection, Contractor and its Subcontractors hereby waive any rights to keep such Records confidential. For the purpose of

evaluating or verifying such actual or claimed costs or units expended, the Town shall have access to said Records, even if located at its Subcontractors' facilities, from the effective date of this Contract for the duration of the Work and until three years after the date of final payment by the Town to Contractor pursuant to this Contract. Contractor and its Subcontractors shall provide the Town with adequate and appropriate workspace so that the Town can conduct audits in compliance with the provisions of this subsection. The Town shall give Contractor or its Subcontractors reasonable advance notice of intended audits. Contractor shall require its Subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Contract.

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

S. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Contract, the IFB, the Scope of Work, any Town-approved Purchase Order, the Price Sheet, any Town-approved Work Orders, invoices and the Contractor's response to the IFB, the documents shall govern in the order listed herein. Notwithstanding the foregoing, and in conformity with Section 2.1 above, unauthorized exceptions, conditions, limitations or provisions in conflict with the terms of this Contract (collectively, the "Unauthorized Conditions"), other than the Town's project-specific quantities, configurations or delivery dates, are expressly declared void and shall be of no force and effect. Acceptance by the Town of any Work Order or invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Contract shall not alter or relieve Contractor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Contract.

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

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

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EXHIBIT A
TO
INVITATION FOR BIDS NO. CS 2015-102

[Scope of Work]

See following pages.

SCOPE OF WORK

ANNUAL LANDSCAPE SERVICES
CS 2015-102

1. Mowing and Landscape Maintenance.

1.1 Mowing. Mow, edge and trim Bermuda and Ryegrass turf one time per week on designated day (TBD) for 42 weeks during the year at the locations listed below. The Town will give the Contractor prior notice when (i) the number of weeks will be reduced during January, February and the overseeding period; and (ii) if one additional mow per week will be needed during spring, summer or fall. Contractor shall supply all equipment and operators. The Parks Division prefers mowers with mulching decks to reduce the appearance of grass clippings when cutting thick turf areas. Mowing height shall be 1.5 to 2.5 inches (maintained according to specifications at each facility).

A. Four Peaks Park – .5 acre

B. Fountain Park – 30.25 acres

C. Desert Vista Park – 8.31 acres (includes dog park)

D. Avenue of the Fountains Plaza – 1.5 acres

E. Open Space (Fountain Hills Blvd. & Shea Blvd.) – 0.25 acre

F. Facilities (Community Center) – 0.20 acre

1.2 Aeration. Aerate the following areas two times per year with core tine aerator:

A. Fountain Park – 30.25 acres

B. Desert Vista Park – 8.31 acres (includes dog park)

C. Avenue of the Fountains Plaza – 1.5 acres

D. Open Space (Fountain Hills Blvd. & Shea Blvd.) – .25 acre

E. Facilities (Community Center) – .20 acre

1.3 Fertilizer and Application. Apply 21-0-0 two times per year (spring application to be weed and feed) at the following locations:

A. Desert Vista Park – 8.31 acres

B. Avenue of the Fountains Plaza – 1.5 acres

C. Open Space (Fountain Hills Blvd. & Shea Blvd.) – .25 acre

D. Facilities (Community Center) – .20 acre

1.4 Landscape Maintenance. This shall include raking, pruning, weed control and debris removal, etc.

A. Fountain Park – 2.0 acres, which includes all decomposed granite ("DG") areas in the two parking lots, the three islands in the lake, the DG areas around the restroom building and the DG areas adjacent to Saguaro Boulevard, Panorama and El Lago. Perform maintenance two times per month for 10 months (20 weeks).

B. Desert Vista Park – 2.0 acres, which includes all DG areas in the park including sloped landscaped areas adjacent to the north, east, west and south side of the park. Perform maintenance two times per month for 10 months (20 weeks).

C. Avenue of the Fountains Plaza – 10,000 square feet. This includes all the landscaped DG areas, plants and trees. Contractor shall service garbage cans along Plaza pathway as well as garbage cans on the north side of Avenue of the Fountains between Saguaro Boulevard and La Montana. Replacement garbage bags will be supplied by the Parks Division. Garbage bags may be disposed of at the Fountain Park dumpster in the east parking lot off Panorama Drive. Contractor shall also clean debris from parking stalls along the north and south side of Avenue of the Fountains from Saguaro Boulevard to La Montana Drive. Perform maintenance one time per week for 52 weeks with a two man crew.

D. Open Space – Various locations throughout the Town. The locations will require the performance of all maintenance services related to landscape and open space maintenance as directed by the Open Space Supervisor or authorized designee, including but not limited to raking, pruning, line of sight maintenance and cleaning of all areas to maintain an appearance that is acceptable to the Open Space Supervisor. Contractor shall service garbage cans at the Shea Boulevard overlook pullout area. Replacement garbage bags will be supplied by the Streets Division. Garbage bags may be disposed of at the street yard dumpster located at 17137 East Falcon Drive in Fountain Hills. Contractor will need all equipment plus a vehicle and trailer to haul tree limbs and debris to an approved reclamation facility. All "dump fees" must be included in the weekly price. Perform maintenance five days per week for 52 weeks with a three man crew, which includes a working supervisor.

E. Facilities – Various locations throughout the Town. The locations will require the performance of all maintenance services related to landscaping as directed by the Facilities Supervisor or authorized designee, including but not limited to raking, pruning and cleaning of all areas (including parking areas) to maintain an appearance that is acceptable to the Facilities Supervisor. Contractor will need all equipment plus a vehicle and trailer to haul tree limbs and debris to an

approved reclamation facility. All "dump fees" must be included in the weekly price. Perform maintenance one day per week for 52 weeks with a two man crew. The crew will rotate between the designated facilities.

1.5 Irrigation Parts. Contractor shall have on hand all parts and equipment required for general repairs of clocks, valves, sprinkler heads, drip lines, irrigation lateral lines and mainlines for Facilities and Open Space areas. After Contractor completes a repair, a list of the parts used shall be given to the Division's Supervisor for replacement.

1.6 Irrigation Technician. Facilities and Open Space locations will require the services of one irrigation technician upon request during the Monday through Thursday work week. The technician shall report to the Division Supervisor onsite for instructions on irrigation maintenance repairs on each day requested. The repairs will include irrigation system repairs of clocks, valves, sprinkler heads, drip lines, irrigation lateral lines and mainlines. Contractor shall have on hand all parts and equipment required for the repairs. Each repair shall be paid at the contract rate upon completion.

A. Open Space – A Streets Division work order approval is required for all irrigation Services required beyond the normal scope of work. Total of 416 contract hours.

B. Facilities – A Facilities Division work order approval is required for all irrigation Services required beyond the normal scope of work. Total of 208 contract hours.

1.7 Irrigation Laborer. Contractor will be given one week notice when an irrigation laborer will be needed to assist with irrigation system repairs of the valves, sprinkler heads, drip lines, irrigation lateral lines and mainlines. Each repair shall be paid at the contract rate upon completion.

A. Fountain Park – One laborer will be required upon request during the Monday through Friday work week and will report to the park staff onsite each requested day to receive instructions on repair work. A Parks Division work order approval is required for all irrigation Services required beyond the normal scope of work. Total of 150 contract hours.

B. Golden Eagle Park – One laborer will be required upon request during the Monday through Friday work week and will report to the park staff onsite each requested day to receive instructions on repair work. A Parks Division work order approval is required for all irrigation Services required beyond the normal scope of work. Total of 150 contract hours.

C. Open Space – One laborer will be required upon request during the Monday through Thursday work week and will report to the Open Space Supervisor each requested day to receive instructions on repair work. A Streets Division work order approval is required for all irrigation Services required beyond the normal scope of work. Total of 416 contract hours.

D. Facilities – One laborer will be required upon request during the Monday through Thursday work week and will report to the Facilities Supervisor each requested day to receive instructions on repair work. A Facilities Division work order approval is required for all irrigation Services required beyond the normal scope of work. Total of 208 contract hours.

1.8 Pre-Emergent spraying. Contractor must have a valid State of Arizona Pesticide applicators license and its supervisor must be a certified applicator. All State of Arizona Office of Pest Management rules and regulations must be adhered to. Contractor shall spray twice each year (once in the spring and once in the fall) a Surflan, Barricade or equal pre-emergent herbicide product that has been approved by the Parks Supervisor. Contractor must schedule the applications for the locations listed below one week in advance with the Parks, Facilities and Open Space Supervisors:

A. Desert Vista Park – 2 acres, which includes all DG areas in the park including sloped landscaped areas adjacent to the north, east, west and south side of the park.

B. Fountain Park – 2 acres, which includes all DG areas in the park around the restroom building, splash pad and adjacent DG areas along Saguaro Boulevard, Panorama and El Lago.

C. Avenue of the Fountains Plaza – 10,000 square feet, which includes all the landscaped DG areas.

D. Open Space – 41 acres, as detailed on the table included with the bid worksheet, which includes all the landscaped DG areas.

E. Facilities – 5 acres, as detailed on the table and maps included with the bid worksheet, which includes all the landscaped DG areas.

1.9 Post-Emergent spraying. Contractor must have a valid State of Arizona Pesticide applicators license and its supervisor must be a certified applicator. All State of Arizona Office of Pest Management rules and regulations must be adhered to. Contractor shall spray twice each year (once in the spring and once in the fall) a Roundup, Reward, 2-4-D or equal post-emergent herbicide product that has been approved by the Parks Supervisor either by backpack or machine application. Contractor must schedule the applications for the locations listed below one week in advance with the Parks, Facilities and Open Space Supervisors:

A. Desert Vista Park – 2 acres, which includes all DG areas in the park including sloped landscaped areas adjacent to the north, east, west and south side of the park.

B. Fountain Park – 5 acres, which includes all DG areas in the park around the restroom building, splash pad and adjacent DG areas along Saguaro Boulevard, Panorama and El Lago.

C. Avenue of the Fountains Plaza – 10,000 square feet, which includes all the landscaped DG areas. In addition, backpack spot spraying as needed.

D. Open Space – 32 acres (detailed on the table included with bid worksheet), which includes all the landscaped DG areas. In addition, backpack spot spraying as needed.

E. Facilities – 5 acres (detailed on the table and maps included with the bid worksheet), which includes all the landscaped DG areas. In addition, backpack spot spraying as needed.

2. Palm Tree Trimming. Contractor shall trim and skin Mediterranean fan palm trees to industry standards one time each year with a bucket truck (schedule to be determined) at the following areas:

A. Fountain Park - 47 trees

B. Open Space – 302 trees, as detailed on the table and map included with the bid worksheet.

C. Facilities (Community Theater) – 16 trees

3. Overseeding.

3.1 Contractor shall scalp, vacuum and dispose of the grass clippings prior to the rye-grass seed application to be administered by the mowing contractor at the following areas in accordance with the Division's annual over-seeding schedule (to be determined). The seed bed prep must be finished prior to the start of the germination period.

A. Fountain Park – 30.25 acres in accordance with the Parks Division's schedule.

B. Avenue of the Fountains Plaza – 1.5 acres in accordance with the Parks Division's schedule.

C. Open Space (Fountain Hills Blvd. at Shea Blvd.) – 0.25 acres in accordance with the Street Division's schedule.

D. Facilities (Community Center) – 0.2 acres in accordance with the Facility Division's schedule.

3.2 Overseed application includes the purchase and application of a good quality perennial rye-grass seed at a rate of 15 pounds per 1,000 square feet.

A. Fountain Park – 30.25 acres

B. Avenue of the Fountains Plaza – 1.5 acres

C. Open Space (Fountain Hills Blvd. at Shea Blvd.) – 0.25 acres

D. Facilities (Community Center) – 0.2 acres

4. Desert Hardwood Tree Trimming. Contractor shall trim mesquite, palo verde, olive, pepper, pine, ironwood and acacia trees, at the locations listed below, one time each year. Tree trimming shall include basic crown thinning, removal of crossed, broken or dead branches and the removal of suckers and sprouts. Low limbs near parking lots and pedestrian walkways must have a minimum elevation of eight feet for clear passage. Contractor shall clean up and remove work-related debris from the worksite.

A. Desert Vista Park – 40 trees

B. Fountain Park – 100 trees

C. Four Peaks Park – 40 trees

D. Golden Eagle Park – 160 trees

5. Requirements.

5.1 Contractor will be solely responsible for the means, methods, techniques, sequences and procedures of maintenance.

5.2 Contractor is responsible for the disposal of all debris and trimmings. This is not a pay item.

5.3 Contractor shall take whatever steps, procedures or means are required to prevent abnormal dust conditions during performance of the Services. The dust control measures shall be maintained at all times in accordance with the requirements of the Maricopa County Health Department Air Pollution Control Regulations and to the satisfaction of the Town. This is not a pay item.

5.4 Contractor shall take whatever steps necessary for barricading of job sites, which may include orange 24 inch minimum traffic cones or appropriate traffic control devices. Arrow boards shall be present on all vehicles temporarily parked at the worksite, and must be a type B, 60" x 30" with a minimum number of 13 elements. All barricading shall conform to Standards adopted by the Town of Fountain Hills. This is not a pay item and shall be included in the cost of the crew hours.

5.5 Failure to provide the specified number of functional workers and equipment will result in reduced payment. Continued or repeated failure will result in dismissal.

5.6 Labor.

A. The landscape crew shall consist of a qualified supervisor and laborers as required.

B. The supervisor shall have been designated in writing by the Contractor as the Contractor's representative at the site. The supervisor shall have full authority to act on behalf of the Contractor and all communications given to the supervisor shall be binding as though given to the Contractor. The supervisor must be present on the worksite at all times to supervise and coordinate the Services.

C. The supervisor and at least one other worker must be fluent in reading, writing and speaking English.

D. Minimum age of workers is 18.

E. All workers must wear safety colored lime or orange vests, shirts, outerwear when performing Services in the Town.

F. Any worker not satisfactorily performing is subject to dismissal.

G. Pay for rain-out days: Two hours pay for show up time; four hours pay if worked longer than two hours; and full day's pay if worked more than four hours.

H. Non-workers (including children and pets) will not be allowed at the worksite.

5.7 Equipment and Materials.

A. Contractor shall supply all necessary equipment, supplies and tools in good working order to perform the Services including, but not limited to, an appropriate truck and trailer, shovels, rakes, hand saws, pruners, loppers, pick, rope, chains, equipment for dragging materials and miscellaneous supplies.

B. Contractor shall supply one truck for each crew. Workers shall not drive personal vehicles to the worksite.

C. Contractor shall supply all gas and oil.

D. Contractor shall supply replacement parts for its tools and equipment.

E. Contractor shall supply drinking water for all workers.

EXHIBIT B
TO
INVITATION FOR BIDS NO. CS 2015-102

[Price Sheet]

See following page.

PRICE SHEET

ANNUAL LANDSCAPE SERVICES
CS 2015-102

Bidders must fill out the bid worksheets, which are attached hereto as Exhibits B-1, B-2, B-3 and B-4, then fill in the amount for each bid section in the following corresponding blanks. NOTE: All pricing blanks must be filled in. Empty or unfilled spaces in the Bid Price Sheet shall result in a determination that a Bid is non-responsive.

1. Parks

Bid Section I	$ 57,450.00
Bid Section II	$ 11092.00
Bid Section III	$ 34,161.00 34,161.00 is from the worksheet
Bid Section IV	$ 15,500.00
Parks Total Cost:	$ ~~110,803.00~~ 108,803.00

2. AOTF Plaza

Bid Section I	$ 9930.00
Bid Section II	$ N/A
Bid Section III	$ 5816.00
AOTF Plaza Total Cost:	$ 15746.00

3. Open Space:

Bid Section I	$ ~~141,071.00~~ 148,902 - 2 items need to be clarified: 1.8 1.9
Bid Section II	$ 9664.00
Bid Section III	$ 270.00
Open Space Total Cost:	$ ~~151,005.00~~ 158,836

4. Facilities

Bid Section I	$ 34,614.00
Bid Section II	$ 5716.00
Bid Section III	$ 200.00
Facilities Total Cost:	$ 35,550.00
Total Cost:*	$ ~~302,874.00~~ 308,705 (Parks + AOTF Plaza + Open Space + Facilities)

*** BIDS ARE PRESUMED TO INCLUDE ALL APPLICABLE TAXES.**

PRICE SHEET

ANNUAL LANDSCAPE SERVICES
CS 2015-102

Bidders must fill out the bid worksheets, which are attached hereto as Exhibits B-1, B-2, B-3 and B-4, then fill in the amount for each bid section in the following corresponding blanks. NOTE: All pricing blanks must be filled in. Empty or unfilled spaces in the Bid Price Sheet shall result in a determination that a Bid is non-responsive.

1. Parks

Bid Section I	$_____
Bid Section II	$_____
Bid Section III	$_____
Bid Section IV	$_____
Parks Total Cost:	$_____

2. AOTF Plaza

Bid Section I	$_____
Bid Section II	$ N/A
Bid Section III	$_____
AOTF Plaza Total Cost:	$_____

3. Open Space:

Bid Section I	$_____
Bid Section II	$_____
Bid Section III	$_____
Open Space Total Cost:	$_____

4. Facilities

Bid Section I	$_____
Bid Section II	$_____
Bid Section III	$_____
Facilities Total Cost:	$_____

Total Cost:* $_____ (Parks + AOTF Plaza + Open Space + Facilities)

*** BIDS ARE PRESUMED TO INCLUDE ALL APPLICABLE TAXES.**

EXHIBIT B-1
TO
INVITATION FOR BIDS NO. CS 2015-102

[Parks Bid Worksheet and Maps]

See following pages.

Annual Landscape Contract: CS2015-102

Parks Bid Worksheet

Bid Section I: Mowing and Landscape Maintenance

1.1 Mowing (including edging and trimming)

Location	Size/Quantity	Frequency Per Year	Unit Price Per Week	Annual Cost
Four Peaks Park	0.5 acres	42 weeks	12.00	504.00
Fountain Park	30.25 acres	42 weeks	694.00	29,148.00
Desert Vista Park	8.31 acres	42 weeks	191.00	8022.00

1.2 Aeration

Location	Size/Quantity	Frequency Per Year	Unit Price	Annual Cost
Fountain Park	30.25 acres	2	1048.00	2096.00
Desert Vista Park	8.31 acres	2	600.00	1,200.00

1.3 Fertilizer and Application (spring application to be "weed and feed")

Location	Size/Quantity	Frequency Per Year	Unit Price	Annual Cost
Desert Vista Park	8.31	2	580.00	1160.00

1.4 Landscape Maintenance (raking, pruning, weed control and debris removal)

Location	Size/Quantity	Frequency Per Year	Unit Price Per Week	Annual Cost
Fountain Park	2.0 acres	20 weeks	165.00	3300.00
Desert Vista Park	2.0 acres	20 weeks	165.00	3300.00

1.5 Irrigation Parts

Location	Size/Quantity	Frequency Per Year	Unit Price	Annual Cost
Not Applicable				

1.6 Irrigation Technician

Location	Size/Quantity	Frequency Per Year	Unit Price Per Hour	Annual Cost
Not Applicable				

1.7 Irrigation Laborer

Location	Size/Quantity	Frequency Per Year	Unit Price Per Hour	Annual Cost
Fountain Park	NA	150 hours	23.00	3450.00
Golden Eagle Park	NA	150 hours	23.00	3450.00

1.8 Pre-Emergent Application (Surflan, Baricade or equal)

Location	Size/Quantity	Frequency Per Year	Unit Price	Annual Cost
Desert Vista Park	2.0 acres	2	286.00	572.00
Fountain Park	2.0 acres	2	382.00	764.00

Annual Landscape Contract: CS2015-102

Parks Bid Worksheet

1.9. Post-Emergent Application (Roundup, Reward, 2-4-D or equal)

Location	Size/Quantity	Frequency Per Year	Unit Price	Annual Cost
Desert Vista Park	2.0 acres	2	91.00	182.00
Fountain Park	5.0 acres	2	151.00	302.00

Bid Section I: Mowing and Landscape Maintenance

Total Annual Cost = $ 57450.00

Annual Landscape Contract: CS2015-102

Parks Bid Worksheet

Bid Section II: Palm Tree Trimming

Trim and skin Mediterranean fan palm trees with bucket truck

Location	Size/Quantity	Frequency Per Year	Unit Price	Annual Cost
Fountain Park	47	1	36.00	1692.00

Bid Section II: Palm Tree Trimming **Total Annual Cost =** $ 1692.00

Annual Landscape Contract: CS2015-102

Parks Bid Worksheet

Bid Section III: Overseeding

3.1 Scalp, Vaccuum and Disposal of Clippings

Location	Size/Quantity	Frequency Per Year	Unit Price	Annual Cost
Fountain Park	30.25 acres	1	8361.00	8361.00

3.2 Overseed (perennial ryegrass 15 lbs./1,000 s.f.)

Location	Size/Quantity	Frequency Per Year	Unit Price	Annual Cost
Fountain Park	30.25 acres	1	25,800.00	25,800.00

Bid Section III: Overseeding **Total Annual Cost =** $ 34,161.00

Annual Landscape Contract: CS2015-102

Parks Bid Worksheet

Bid Section IV: Desert Hardwood Tree Trimming

Location	Size/Quantity	Frequency Per Year	Unit Price	Annual Cost
Desert Vista Park	40	1	~~2~~ 60.00	2400.00
Fountain Park	100	1	45.00	4500.00
Four Peaks Park	40	1	35.00	1400.00
Golden Eagle Park	160	1	45.00	7200.00

Bid Section IV: Desert Hardwood Tree Trimming **Total Annual Cost =** $ 15,500.00

Annual Landscape Contract: CS2015-102

Parks Bid Worksheet

Bid Section I: Mowing and Landscape Maintenance

1.1 Mowing (including edging and trimming)

Location	Size/Quantity	Frequency Per Year	Unit Price Per Week	Annual Cost
Four Peaks Park	0.5 acres	42 weeks		
Fountain Park	30.25 acres	42 weeks		
Desert Vista Park	8.31 acres	42 weeks		

1.2 Aeration

Location	Size/Quantity	Frequency Per Year	Unit Price	Annual Cost
Fountain Park	30.25 acres	2		
Desert Vista Park	8.31 acres	2		

1.3 Fertilizer and Application (spring application to be "weed and feed")

Location	Size/Quantity	Frequency Per Year	Unit Price	Annual Cost
Desert Vista Park	8.31	2		

1.4 Landscape Maintenance (raking, pruning, weed control and debris removal)

Location	Size/Quantity	Frequency Per Year	Unit Price Per Week	Annual Cost
Fountain Park	2.0 acres	20 weeks		
Desert Vista Park	2.0 acres	20 weeks		

1.5 Irrigation Parts

Location	Size/Quantity	Frequency Per Year	Unit Price	Annual Cost
Not Applicable				

1.6 Irrigation Technician

Location	Size/Quantity	Frequency Per Year	Unit Price Per Hour	Annual Cost
Not Applicable				

1.7 Irrigation Laborer

Location	Size/Quantity	Frequency Per Year	Unit Price Per Hour	Annual Cost
Fountain Park	NA	150 hours		
Golden Eagle Park	NA	150 hours		

1.8 Pre-Emergent Application (Surflan, Baricade or equal)

Location	Size/Quantity	Frequency Per Year	Unit Price	Annual Cost
Desert Vista Park	2.0 acres	2		
Fountain Park	2.0 acres	2		

Annual Landscape Contract: CS2015-102

Parks Bid Worksheet

1.9. Post-Emergent Application (Roundup, Reward, 2-4-D or equal)

Location	Size/Quantity	Frequency Per Year	Unit Price	Annual Cost
Desert Vista Park	2.0 acres	2		
Fountain Park	5.0 acres	2		

Bid Section I: Mowing and Landscape Maintenance **Total Annual Cost = $ _____**

Annual Landscape Contract: CS2015-102

Parks Bid Worksheet

Bid Section II: Palm Tree Trimming

Trim and skin Mediterranean fan palm trees with bucket truck

Location	Size/Quantity	Frequency Per Year	Unit Price	Annual Cost
Fountain Park	47	1		

Bid Section II: Palm Tree Trimming **Total Annual Cost = $ _____**

Annual Landscape Contract: CS2015-102

Parks Bid Worksheet

Bid Section III: Overseeding

3.1 Scalp, Vaccuum and Disposal of Clippings

Location	Size/Quantity	Frequency Per Year	Unit Price	Annual Cost
Fountain Park	30.25 acres	1		

3.2 Overseed (perennial ryegrass 15 lbs./1,000 s.f.)

Location	Size/Quantity	Frequency Per Year	Unit Price	Annual Cost
Fountain Park	30.25 acres	1		

Bid Section III: Overseeding **Total Annual Cost = $** _____

Annual Landscape Contract: CS2015-102

Parks Bid Worksheet

Bid Section IV: Desert Hardwood Tree Trimming

Location	Size/Quantity	Frequency Per Year	Unit Price	Annual Cost
Desert Vista Park	40	1		
Fountain Park	100	1		
Four Peaks Park	40	1		
Golden Eagle Park	160	1		

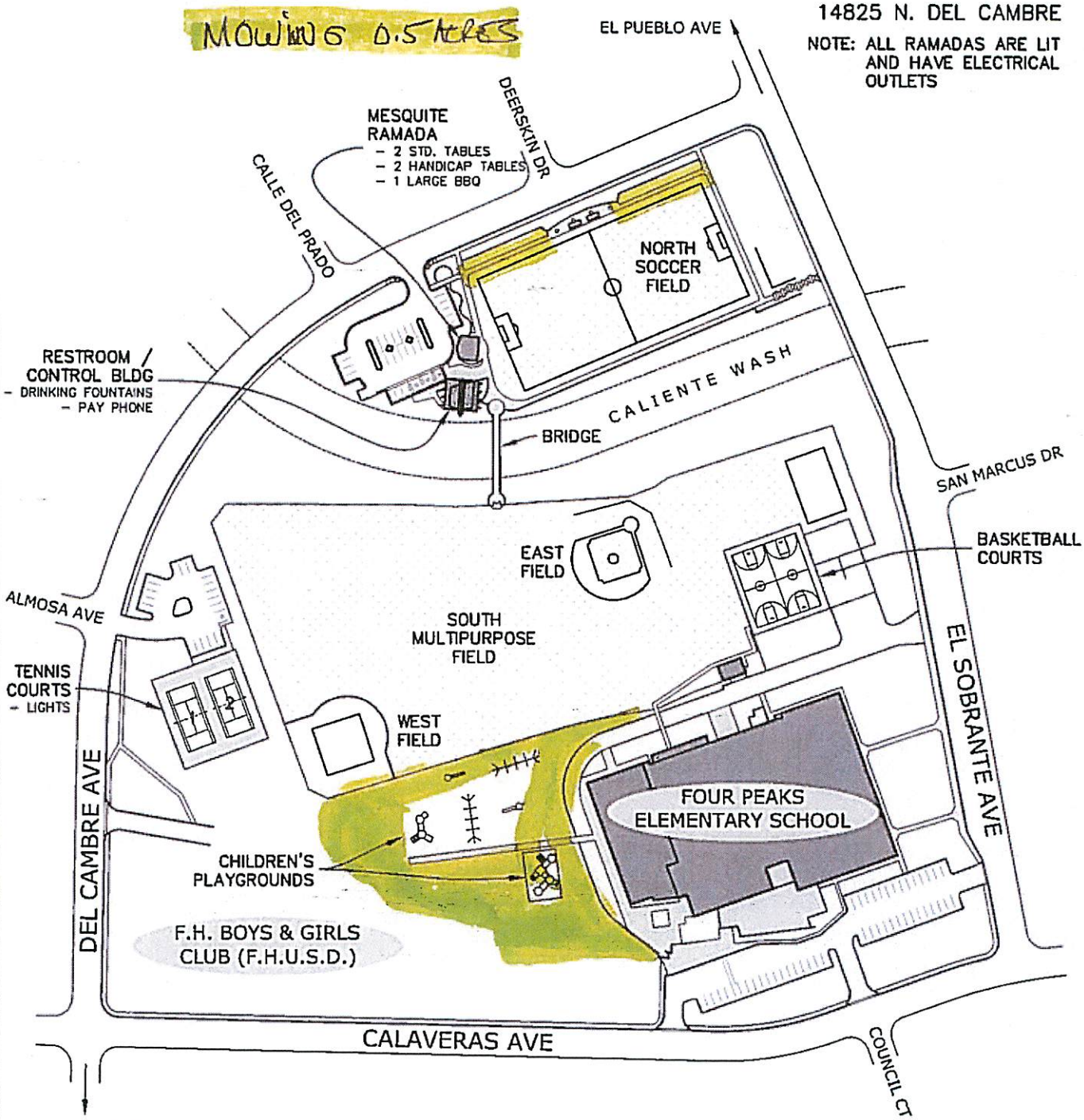
Bid Section IV: Desert Hardwood Tree Trimming **Total Annual Cost = $** _____

FOUR PEAKS NEIGHBORHOOD PARK

14825 N. DEL CAMBRE

MOWING 0.5 ACRES

NOTE: ALL RAMADAS ARE LIT AND HAVE ELECTRICAL OUTLETS



Town of FOUNTAIN HILLS Arizona • All that is Arizona • EST. 1989

N W E S

FOUNTAIN PARK

12925 N SAGUARO BLVD

30.25 ACRES
TURF MOWING
AERATION
OVERSEEDING

ACTIVITY AREAS

1. PLAYGROUND ACTIVITY AREA
2. ROTARY SPLASH PAD
3. GREAT LAWN
4. ISLAND VISTA
5. PERFORMANCE PAD
6. SHADED HILLS
7. RED YUCCA LAWN
8. GOLDEN BARREL LAWN
9. VETERAN'S MEMORIAL

ALL RAMADAS HAVE:

- LIGHTS
- ELECTRICAL OUTLETS
- 2 STANDARD TABLES
- 1 HANDICAP TABLE
- 1 BARBQUE

TOWN OF FOUNTAIN HILLS INC. 1989 • All that is Arizona •

N W E S

Built in 1970, Fountain Hills World Famous Fountain draws from a 33 acre, million gallon lake and reaches a height of 330 ft. with two pumps for 15 minutes on the hour from 9am to 9pm daily. On special occasions the fountain can attain 560 ft. with all three pumps running. In the event winds exceed 10 mph the fountain will automatically shut–down.

DESERT VISTA PARK

11800 N DESERT VISTA

PARK HOURS:

- PARK 6am-11pm
- DOG PARK 6am-9pm
- SKATE PARK 7am-SUNSET

ALL RAMADAS HAVE:

- LIGHTS
- ELECTRICAL OUTLETS
- HANDICAP TABLES

ALL FIELDS ARE LIT

MOWING, AERATION
FERTILIZATION

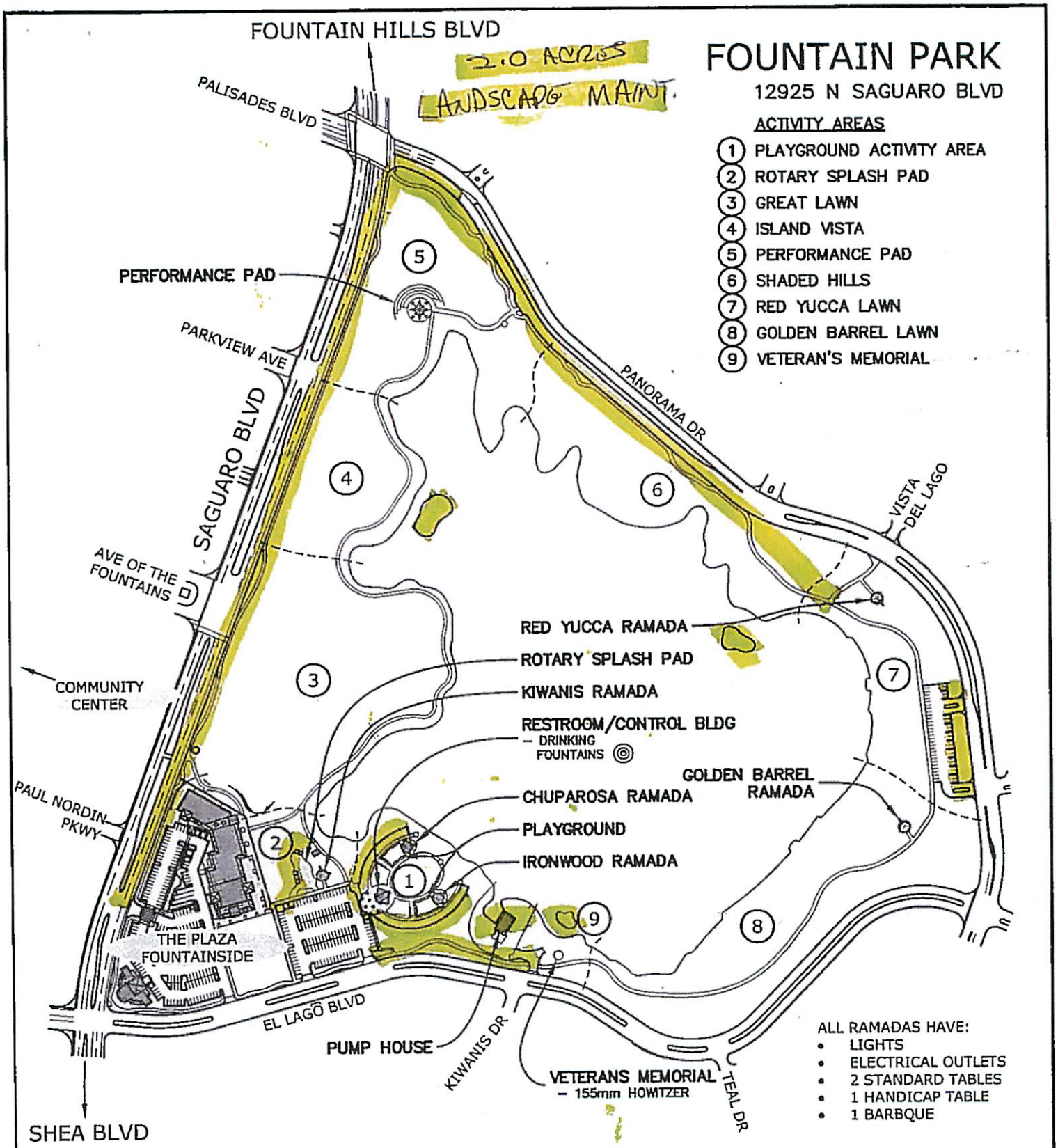
ACTIVITY AREAS

1. PLAYGROUND ACTIVITY AREA
2. SKATE PARK

FOUNTAIN PARK

12925 N SAGUARO BLVD

2.0 ACRES
LANDSCAPE MAINT.



ACTIVITY AREAS

1. PLAYGROUND ACTIVITY AREA
2. ROTARY SPLASH PAD
3. GREAT LAWN
4. ISLAND VISTA
5. PERFORMANCE PAD
6. SHADED HILLS
7. RED YUCCA LAWN
8. GOLDEN BARREL LAWN
9. VETERAN'S MEMORIAL

ALL RAMADAS HAVE:

- LIGHTS
- ELECTRICAL OUTLETS
- 2 STANDARD TABLES
- 1 HANDICAP TABLE
- 1 BARBQUE

TOWN OF FOUNTAIN HILLS INC. 1989 • All that is Arizona •

N W E S

Built in 1970, Fountain Hills World Famous Fountain draws from a 33 acre, million gallon lake and reaches a height of 330 ft. with two pumps for 15 minutes on the hour from 9am to 9pm daily. On special occasions the fountain can attain 560 ft. with all three pumps running. In the event winds exceed 10 mph the fountain will automatically shut–down.

DESERT VISTA PARK

11800 N DESERT VISTA

PARK HOURS:

- PARK 6am-11pm
- DOG PARK 6am-9pm
- SKATE PARK 7am-SUNSET

2.0 ACRES LANDSCAPE MAINT.

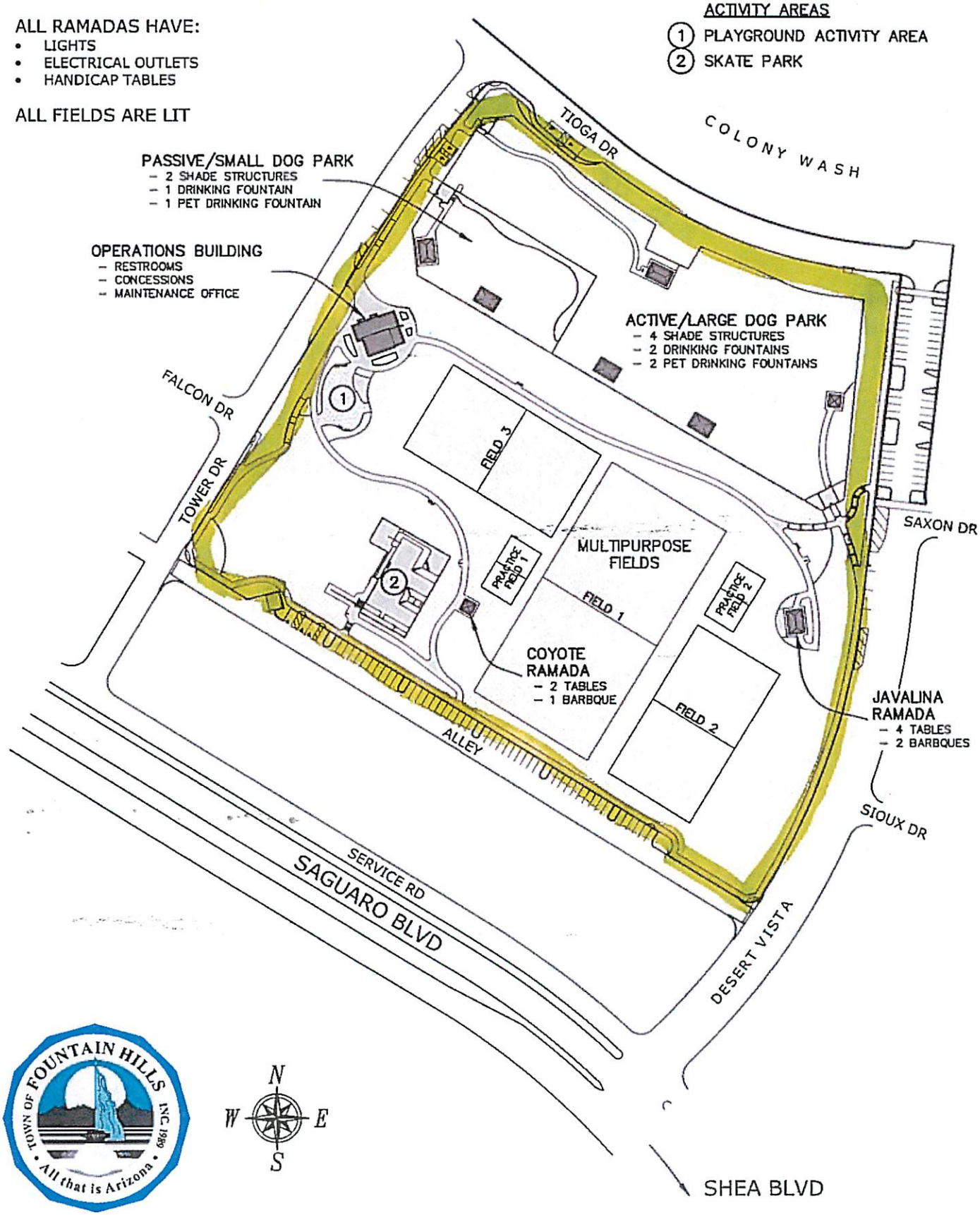
ALL RAMADAS HAVE:

- LIGHTS
- ELECTRICAL OUTLETS
- HANDICAP TABLES

ALL FIELDS ARE LIT

ACTIVITY AREAS

1. PLAYGROUND ACTIVITY AREA
2. SKATE PARK



GOLDEN EAGLE PARK

15900 E GOLDEN EAGLE BLVD

NOTE: ALL RAMADAS ARE LIT AND HAVE ELECTRICAL OUTLETS

160 TREES TRIMMING

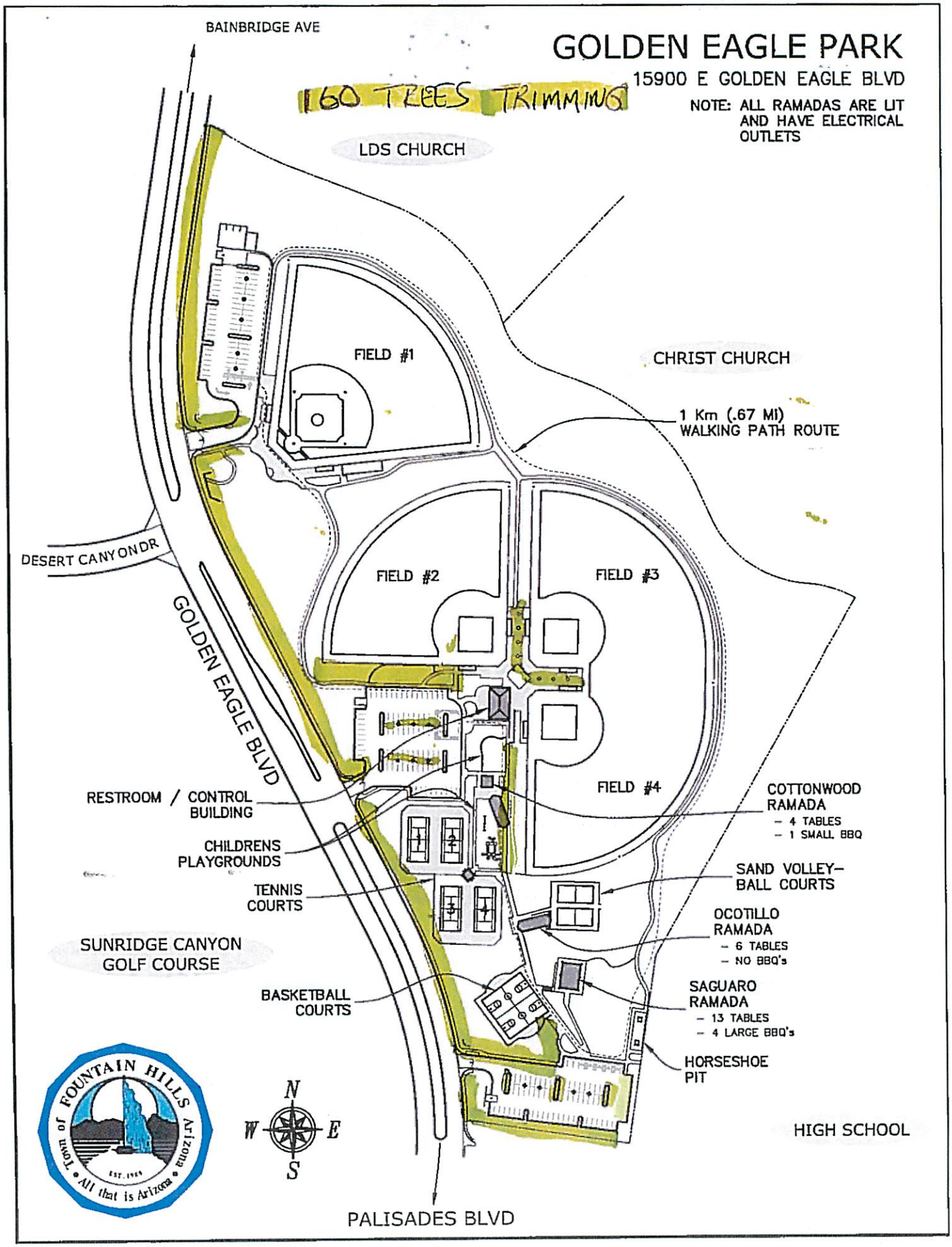


EXHIBIT B-2
TO
INVITATION FOR BIDS NO. CS 2015-102

[Avenue of the Fountains Plaza Bid Worksheet and Map]

See following pages.

Annual Landscape Contract: CS2015-102

Avenue of the Fountains Plaza Bid Worksheet

Bid Section I: Mowing and Landscape Maintenance

1.1 Mowing (including edging and trimming)

Location	Size/Quantity	Frequency Per Year	Unit Price Per Week	Annual Cost
Avenue of the Fountains Plaza	1.50 acres	42 weeks	34.00	1428.00

1.2 Aeration

Location	Size/Quantity	Frequency Per Year	Unit Price	Annual Cost
Avenue of the Fountains Plaza	1.50 acres	2	285.00	570.00

1.3 Fertilizer and Application (spring application to be "weed and feed")

Location	Size/Quantity	Frequency Per Year	Unit Price	Annual Cost
Avenue of the Fountains Plaza	1.50 acres	2	312.00	624.00

1.4 Landscape Maintenance (raking, pruning, weed control and debris removal, one day per week)

Location	Size/Quantity	Frequency Per Year	Unit Price Per Week	Annual Cost
Avenue of the Fountains Plaza	2 man crew	52 weeks	42.31	2200.00

1.5 Irrigation Parts

Location	Size/Quantity	Frequency Per Year	Unit Price	Annual Cost
Not Applicable				

1.6 Irrigation Technician

Location	Size/Quantity	Frequency Per Year	Unit Price Per Hour	Annual Cost
Not Applicable				

1.7 Irrigation Laborer

Location	Size/Quantity	Frequency Per Year	Unit Price Per Hour	Annual Cost
Not Applicable				

1.8 Pre-Emergent Application (Surflan, Baricade or equal)

Location	Size/Quantity	Frequency Per Year	Unit Price	Annual Cost
Avenue of the Fountains Plaza	10,000 S.F.	2	44.00	88.00

Annual Landscape Contract: CS2015-102

Avenue of the Fountains Plaza Bid Worksheet

1.9 Post-Emergent Application (Roundup, Reward, 2-4-D or equal)

Location	Size/Quantity	Frequency Per Year	Unit Price	Annual Cost
Avenue of the Fountains Plaza	10,000 S.F.	2	10.00	20.00

Bid Section I: Mowing and Landscape Maintenance **Total Annual Cost =** $4930.00

Annual Landscape Contract: PR2015-XX

Avenue of the Fountains Plaza Bid Worksheet

Bid Section II: Palm Tree Trimming

Location	Size/Quantity	Frequency Per Year	Unit Price	Annual Cost
Not Applicable				

Bid Section II: Palm Tree Trimming **Total Annual Cost = $** -0-

Annual Landscape Contract: CS2015-102

Avenue of the Fountains Plaza Bid Worksheet

Bid Section III: Overseeding

3.1 Scalp, Vaccuum and Disposal of Clippings

Location	Size/Quantity	Frequency Per Year	Unit Price	Annual Cost
Avenue of the Fountains Plaza	1.50 acres	1	326.00	326.00

3.2 Overseed (perennial ryegrass 15 lbs./1,000 s.f.)

Location	Size/Quantity	Frequency Per Year	Unit Price	Annual Cost
Avenue of the Fountains Plaza	1.50 acres	1	260.00	260.00

Bid Section III: Overseeding **Total Annual Cost =** $ 586.00

Annual Landscape Contract: CS2015-102

Avenue of the Fountains Plaza Bid Worksheet

Bid Section I: Mowing and Landscape Maintenance

1.1 Mowing (including edging and trimming)

Location	Size/Quantity	Frequency Per Year	Unit Price Per Week	Annual Cost
Avenue of the Fountains Plaza	1.50 acres	42 weeks		

1.2 Aeration

Location	Size/Quantity	Frequency Per Year	Unit Price	Annual Cost
Avenue of the Fountains Plaza	1.50 acres	2		

1.3 Fertilizer and Application (spring application to be "weed and feed")

Location	Size/Quantity	Frequency Per Year	Unit Price	Annual Cost
Avenue of the Fountains Plaza	1.50 acres	2		

1.4 Landscape Maintenance (raking, pruning, weed control and debris removal, one day per week)

Location	Size/Quantity	Frequency Per Year	Unit Price Per Week	Annual Cost
Avenue of the Fountains Plaza	2 man crew	52 weeks		

1.5 Irrigation Parts

Location	Size/Quantity	Frequency Per Year	Unit Price	Annual Cost
Not Applicable				

1.6 Irrigation Technician

Location	Size/Quantity	Frequency Per Year	Unit Price Per Hour	Annual Cost
Not Applicable				

1.7 Irrigation Laborer

Location	Size/Quantity	Frequency Per Year	Unit Price Per Hour	Annual Cost
Not Applicable				

1.8 Pre-Emergent Application (Surflan, Baricade or equal)

Location	Size/Quantity	Frequency Per Year	Unit Price	Annual Cost
Avenue of the Fountains Plaza	10,000 S.F.	2		

Annual Landscape Contract: CS2015-102

Avenue of the Fountains Plaza Bid Worksheet

1.9 Post-Emergent Application (Roundup, Reward, 2-4-D or equal)

Location	Size/Quantity	Frequency Per Year	Unit Price	Annual Cost
Avenue of the Fountains Plaza	10,000 S.F.	2		

Bid Section I: Mowing and Landscape Maintenance **Total Annual Cost = $ _____**

Annual Landscape Contract: PR2015-XX

Avenue of the Fountains Plaza Bid Worksheet

Bid Section II: Palm Tree Trimming

Location	Size/Quantity	Frequency Per Year	Unit Price	Annual Cost
Not Applicable				

Bid Section II: Palm Tree Trimming **Total Annual Cost = $ _____**

Annual Landscape Contract: CS2015-102

Avenue of the Fountains Plaza Bid Worksheet

Bid Section III: Overseeding

3.1 Scalp, Vaccuum and Disposal of Clippings

Location	Size/Quantity	Frequency Per Year	Unit Price	Annual Cost
Avenue of the Fountains Plaza	1.50 acres	1		

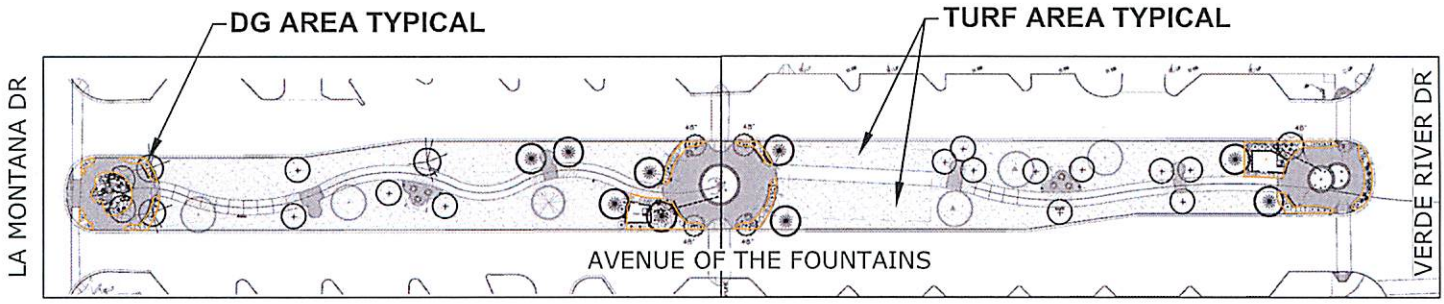
3.2 Overseed (perennial ryegrass 15 lbs./1,000 s.f.)

Location	Size/Quantity	Frequency Per Year	Unit Price	Annual Cost
Avenue of the Fountains Plaza	1.50 acres	1		

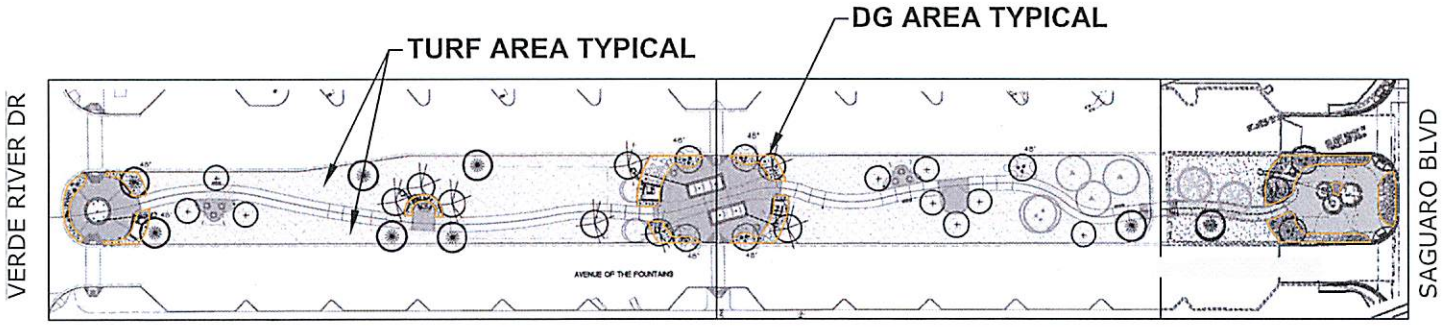
Bid Section III: Overseeding **Total Annual Cost = $** _____

AVENUE PLAZA

16831 E. AVENUE OF THE FOUNTAINS



WEST SECTION - VERDE RIVER DR TO LA MONTANA DR



EAST SECTION - SAGUARO BLVD TO VERDE RIVER DR

EXHIBIT B-3
TO
INVITATION FOR BIDS NO. CS 2015-102

[Open Space Bid Worksheet, Maps and Tables]

See following pages.

Annual Landscape Contract: CS2015-102

Open Space Bid Worksheet

Bid Section I: Mowing and Landscape Maintenance

1.1 Mowing (including edging and trimming)

Location	Size/Quantity	Frequency Per Year	Unit Price Per Week	Annual Cost
Fountain Hills Blvd. & Shea Blvd.	0.25 acres	42 weeks		

1.2 Aeration

Location	Size/Quantity	Frequency Per Year	Unit Price	Annual Cost
Fountain Hills Blvd. & Shea Blvd.	0.25 acres	2		

1.3 Fertilizer and Application (spring application to be "weed and feed")

	Size/Quantity	Frequency Per Year	Unit Price	Annual Cost
Fountain Hills Blvd. & Shea Blvd.	0.25 acres	2		

1.4 Landscape Maintenance (raking, pruning, weed control and debris removal, five days per week)

Location	Size/Quantity	Frequency Per Year	Unit Price Per Week	Annual Cost
Various Locations	3 man crew	52 weeks		

1.5 Irrigation Parts

Location	Size/Quantity	Frequency Per Year	Unit Price	Annual Cost
Various Locations	Parts restocked by Town			

1.6 Irrigation Technician

Location	Size/Quantity	Frequency Per Year	Unit Price Per Hour	Annual Cost
Various Locations	NA	416 hours		

1.7 Irrigation Laborer

Location	Size/Quantity	Frequency Per Year	Unit Price Per Hour	Annual Cost
Various Locations	NA	416 hours		

1.8 Pre-Emergent Application (Surflan, Baricade or equal)

Location	Size/Quantity	Frequency Per Year	Unit Price	Annual Cost
Various Locations	41 acres	2		

Annual Landscape Contract: CS2015-102

Open Space Bid Worksheet

1.9 Post-Emergent Application (Roundup, Reward, 2-4-D or equal)

Location	Size/Quantity	Frequency Per Year	Unit Price	Annual Cost
Various Locations	32 acres	2		

Bid Section I: Mowing and Landscape Maintenance **Total Annual Cost = $** _____

Annual Landscape Contract: CS2015-102

Open Space Bid Worksheet

Bid Section II: Palm Tree Trimming

Trim and skin Mediterranean fan palm treess with bucket truck

Location	Size/Quantity	Frequency Per Year	Unit Price	Annual Cost
Various Locations	302	1		

Bid Section II: Palm Tree Trimming **Total Annual Cost = $ _____**

Annual Landscape Contract: CS2015-102

Open Space Bid Worksheet

Bid Section III: Overseeding

3.1 Scalp, Vaccuum and Disposal of Clippings

Location	Size/Quantity	Frequency Per Year	Unit Price	Annual Cost
Fountain Hills Blvd. & Shea Blvd.	0.25 acres	1		

3.2 Overseed (perennial ryegrass 15 lbs./1,000 s.f.)

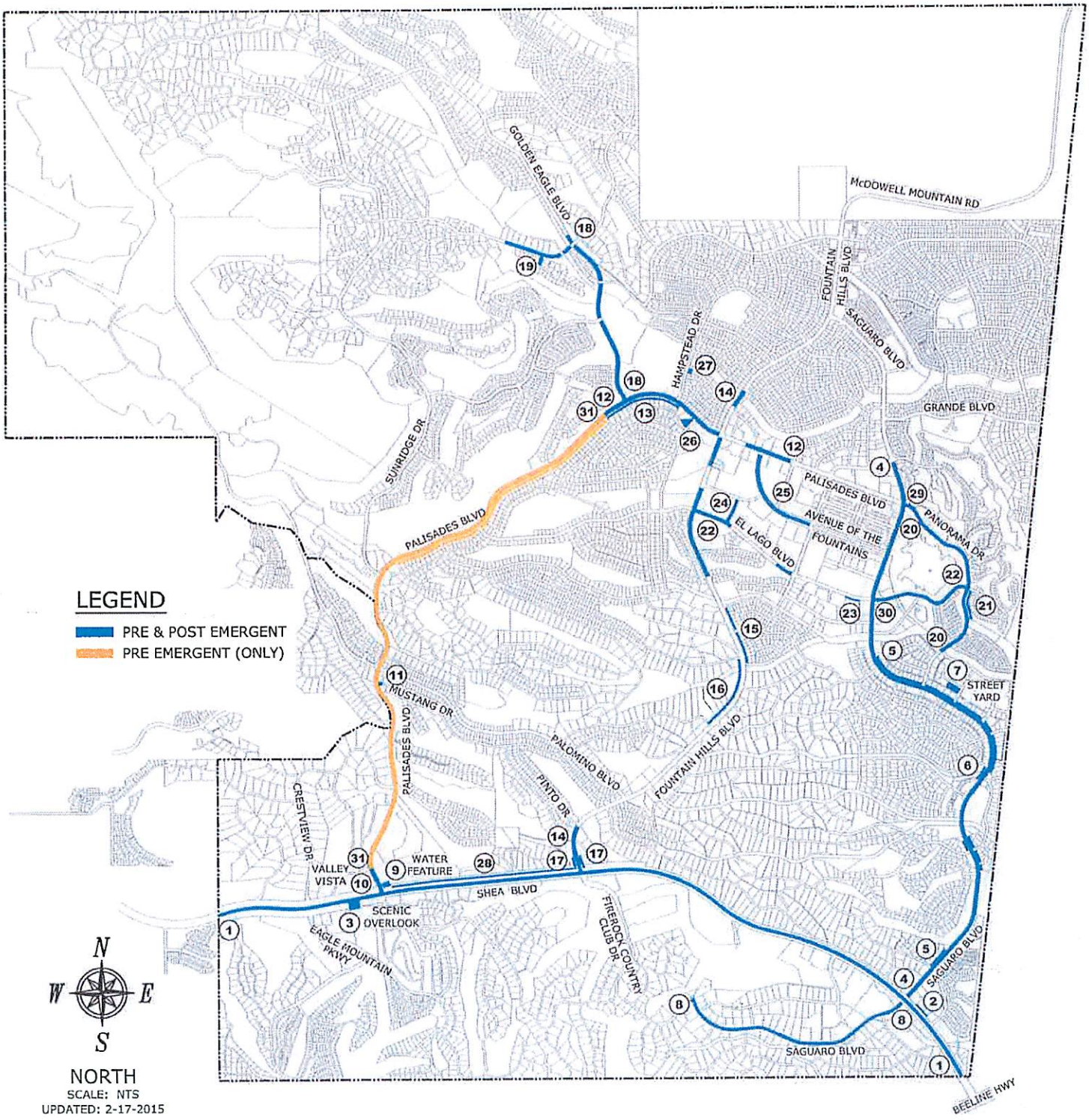
Location	Size/Quantity	Frequency Per Year	Unit Price	Annual Cost
Fountain Hills Blvd. & Shea Blvd.	0.25 acres	1		

Bid Section III: Overseeding **Total Annual Cost = $** _____

TOWN OF FOUNTAIN HILLS

PRE & POST EMERGENT TREATMENT SITE LOCATIONS

MEDIANS, RIGHTS-OF-WAY AND TOWN PROPERTY



NORTH
SCALE: NTS
UPDATED: 2-17-2015

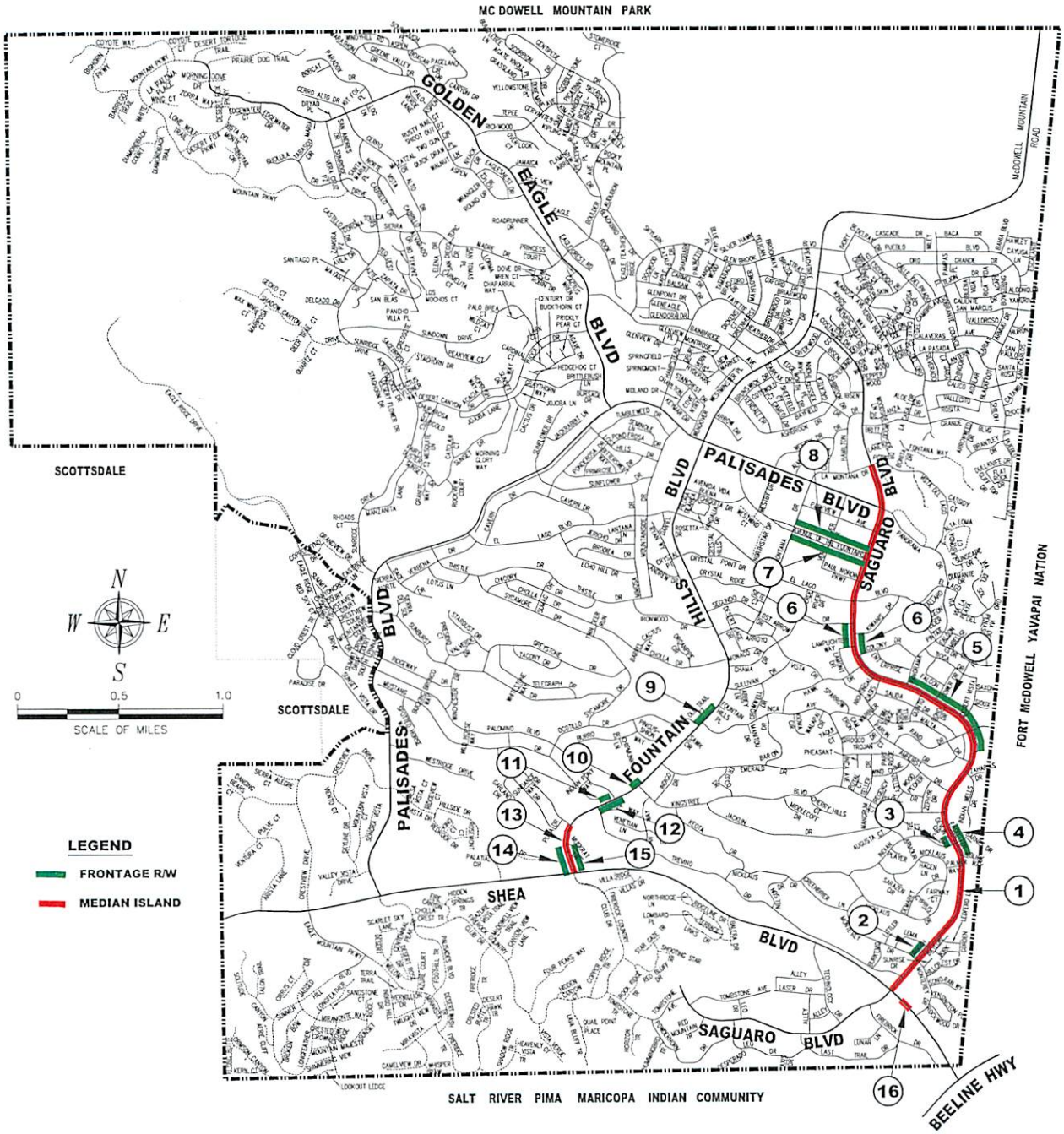
NO	PRE & POST EMERGENT TREATMENT - LOCATION	SF	AC
1	Shea Blvd. Center Median: Beeline Hwy. to Scottsdale city limits	330,910	7.60
2	Shea Blvd. Public Art: North side across from Comfort Inn	4,590	0.11
3	Shea Blvd. Scenic Overlook: South side west of Palisades	3,000	0.07
4	Saguaro Blvd. Center Median: Shea to La Montana	258,145	5.93
5	Saguaro Blvd. Frontage Median: Colony to Rand, at Rough Circle, & east and west sides at Indian Wells	53,535	1.23
6	Saguaro Blvd. west side right of way at wash. Malta to alley	7,185	0.16
7	Street Yard: Saguaro frontage road to Tower on the north side. Exterior front and side only	8,115	0.19
8	Saguaro Blvd. Center Median: Shea to Tombstone	59,775	1.37
9	Water Feature: Northeast corner of Palisades and Shea;	17,130	0.39
10	Palisades Blvd: First center median north of Shea.	8,845	0.20
11	Mustang Dr. at Palisades:	1,180	0.03
12	Palisades Blvd. Center Median: Lost Hills to Westby	60,070	1.38
13	Palisades Blvd. right of way: Lost Hills to Mountainside across from high school	33,490	0.77
14	Fountain Hills Blvd. Center Median Shea to Pinto and Crystal Ridge to Ashbrook	64,565	1.48
15	Fountain Hills Blvd. Frontage Median: East side Chama to Segundo	42,880	0.98
16	Fountain Hills Blvd. at Old Trail frontage road median west side	26,140	0.60
17	Fountain Hills Blvd. and Shea Blvd: Northeast and northwest corners at the north and south ends of the turf	9,905	0.23
18	Golden Eagle Blvd. Center Median: Palisades to end. (Sierra Madre)	74,810	1.72
19	Sierra Madre and Dove Dr. center medians	28,970	0.67
20	Panorama Dr. Center Median: Saguaro to Tioga	38,120	0.88
21	Panorama Dr. East Shoulder: El Lago south to end of wash	19,595	0.45
22	El Lago Blvd. Center Median: Panorama to Fountain Hills	42,100	0.97

23	El Lago Blvd. Frontage Median: West of Saguaro approx 150' on the south side	4,325	0.10
24	Mary Munde Dr at El Lago East side only.	33,870	0.78
25	Avenue of the Fountains: Saguaro to Palisades	66,220	1.52
26	Mountainside and Tumbleweed right of way. Northwest and southwest corners	9,130	0.21
27	Hampstead right of way: Eastside of Hampstead at Stancrest	6,000	0.14
28	Shea Blvd north frontage - Shea Climbing Lane - Palisades to FHB	61,985	1.42
29	Saguaro Blvd at Panorama Dr - NE corner parcel	5,330	0.12
30	Saguaro Blvd at El Lago - SE corner parcel	3,250	0.07
	Total	1,383,165	31.75
NO	**PRE EMERGENT TREATMENT ONLY - LOCATION**	**SF**	**AC**
31	Palisades Blvd. Center medians and service road medians. Shea Blvd to Lost Hills	380,735	8.74
	Total	380,735	8.74

Town of Fountain Hills

DEVELOPMENT SERVICES DEPARTMENT

PALM TREE TRIMMING



SAGUARO BLVD		PALMS
1	CENTER MEDIAN SHEA TO LA MONTANA	57
2	ROUGH CIRCLE MEDIAN AT MONTEREY, WESTSIDE	6
3	DEVLIN CIRCLE MEDIAN AT INDIAN WELLS, WESTSIDE	2
4	EAGLE LANE MEDIAN AT INDIAN WELLS, EASTSIDE	6
5	SERVICE ROAD MEDIAN RAND TO PANORAMA, EASTSIDE	19
6	COLONY WASH BETWEEN LAMPLIGHTER AND GUNSIGHT	W 4, E 4

AVENUE OF THE FOUNTAINS		PALMS
7	SOUTH CURB SAGUARO TO LA MONTANA	60
8	NORTH CURB IN FRONT OF BUSINESS FROM SAGUARO TO LA MONTANA	83

FOUNTAIN HILLS BLVD		PALMS
9	OLD TRAIL MEDIAN AT OCOTILLO	6
10	WEST ROW AT KINGSTREE	3
11	SW CORNER PALOMINO	7
12	NE CORNER, EAST ROW TREVINO TO PALOMINO	6
13	CENTER MEDIAN SHEA TO PINTO	11
14	NW CORNER SHEA, WEST ROW TO MUSKRAT	10
15	NE CORNER SHEA, EAST ROW TO MUSKRAT	17

SHEA BLVD		PALMS
16	FIRST MEDIAN EAST OF SAGUARO BLVD	1

TOTAL PALM TREES	302

UPDATED: JANUARY 14, 2015

Palm Tree Trimming
Location & Map Updated: January 2015

No.	Saguaro Blvd.	Count
1	Center median from Shea to La Montana	57
2	Rough Circle median at Monterey	6
3	Devlin Circle median at Indian Wells; west	2
4	Eagle Lane median at Indian Wells; east	6
6	Service road median Rand to Panorama; east side	19
7	Colony Wash between Lamplighter and Gunsight; east & west sides	8

No.	Avenue of the Fountains	
8	South curb from Saguaro to La Montana	60
9	North curb in front of businesses from Saguaro to La Montana	83

No.	Fountain Hills Blvd	
10	Old Trail Court median at Ocotillo	6
11	West right of way at Kingstree	3
12	Southwest corner of Palomino	7
13	Northeast corner and east right of way fromTrevino to Palomino	6
14	Center median from Shea to Pinto	11
15	Northwest corner Shea Blvd. and west right-of-way to Muskrat	10
16	Northeast corner Shea Blvd. and east right-of-way to Muskrat	17

No.	Shea Blvd.	
17	First median east of Saguaro Blvd.	1
	Total =	**302**

EXHIBIT B-4
TO
INVITATION FOR BIDS NO. CS 2015-102

[Facilities Bid Worksheet, Maps and Table]

See following pages.

Annual Landscape Contract: C2015-102

Facilities Bid Worksheet

Bid Section I: Mowing and Landscape Maintenance

1.1 Mowing (including edging and trimming)

Location	Size/Quantity	Frequency Per Year	Unit Price Per Week	Annual Cost
Communtiy Center	0.20 acres	42 weeks	5.00	210.00

1.2 Aeration

Location	Size/Quantity	Frequency Per Year	Unit Price	Annual Cost
Communtity Center	0.20 acres	2	120.00	240.00

1.3 Fertilizer and Aplication (spring application to be "weed and feed")

Location	Size/Quantity	Frequency Per Year	Unit Price Per Week	Annual Cost
Communtiy Center	0.20 acres	2	90.00	180.00

1.4 Landscape Maintenance (raking, pruning, weed control and debris removal, one day per week)

Location	Size/Quantity	Frequency Per Year	Unit Price Per Week	Annual Cost
Various Facilities	2 man crew	52 weeks	440.00	22,880.00

1.5 Irrigation Parts

Location	Size/Quantity	Frequency Per Year	Unit Price	Annual Cost
Various Facilities	Parts restocked by Town			

1.6 Irrigation Technician

Location	Size/Quantity	Frequency Per Year	Unit Price Per Hour	Annual Cost
Various Facilities	NA	208 hours	21.00	4368.00

1.7 Irrigation Laborer

Location	Size/Quantity	Frequency Per Year	Unit Price Per Hour	Annual Cost
Various Facilities	NA	208 hours	17.00	3536.00

1.8 Pre-Emergent Application (Surflan, Baricade or equal)

Location	Size/Quantity	Frequency Per Year	Unit Price	Annual Cost
Various Facilities	5.0 acres	2	750.00	1500.00

1.9 Post-Emergent Application (Roundup, Reward, 2-4-D or equal)

Location	Size/Quantity	Frequency Per Year	Unit Price	Annual Cost
Various Facilities	5.0 acres	2	850.00	1700.00

Bid Section I: Mowing and Landscape Maintenance **Total Annual Cost =** $ 34,014.00

Annual Landscape Contract: CS2015-102

Facilities Bid Worksheet

Bid Section II: Palm Tree Trimming

Trim and skin Mediterranean fan palm treess with bucket truck

Location	Size/Quantity	Frequency Per Year	Unit Price	Annual Cost
Community Theater*	16	1	36.00	576.00

*To be completed at the same time as the open space palm tree triming

Bid Section II: Palm Tree Trimming **Total Annual Cost =** $ 576.00

Annual Landscape Contract: CS2015-102

Facilities Bid Worksheet

Bid Section III: Overseeding

3.1 Scalp, Vaccuum and Disposal of Clippings

Location	Size/Quantity	Frequency Per Year	Unit Price	Annual Cost
Community Center	0.20	1	220.00	220.00

3.2 Overseed (perennial ryegrass 15 lbs./1,000 s.f.)

Location	Size/Quantity	Frequency Per Year	Unit Price	Annual Cost
Community Center	0.20	1	140.00	140.00

Bid Section III: Overseeding **Total Annual Cost = $** 360.00

Annual Landscape Contract: C2015-102

Facilities Bid Worksheet

Bid Section I: Mowing and Landscape Maintenance

1.1 Mowing (including edging and trimming)

Location	Size/Quantity	Frequency Per Year	Unit Price Per Week	Annual Cost
Communtiy Center	0.20 acres	42 weeks		

1.2 Aeration

Location	Size/Quantity	Frequency Per Year	Unit Price	Annual Cost
Communtity Center	0.20 acres	2		

1.3 Fertilizer and Aplication (spring application to be "weed and feed")

Location	Size/Quantity	Frequency Per Year	Unit Price Per Week	Annual Cost
Communtiy Center	0.20 acres	2		

1.4 Landscape Maintenance (raking, pruning, weed control and debris removal, one day per week)

Location	Size/Quantity	Frequency Per Year	Unit Price Per Week	Annual Cost
Various Facilities	2 man crew	52 weeks		

1.5 Irrigation Parts

Location	Size/Quantity	Frequency Per Year	Unit Price	Annual Cost
Various Facilities	Parts restocked by Town			

1.6 Irrigation Technician

Location	Size/Quantity	Frequency Per Year	Unit Price Per Hour	Annual Cost
Various Facilities	NA	208 hours		

1.7 Irrigation Laborer

Location	Size/Quantity	Frequency Per Year	Unit Price Per Hour	Annual Cost
Various Facilities	NA	208 hours		

1.8 Pre-Emergent Application (Surflan, Baricade or equal)

Location	Size/Quantity	Frequency Per Year	Unit Price	Annual Cost
Various Facilities	5.0 acres	2		

1.9 Post-Emergent Application (Roundup, Reward, 2-4-D or equal)

Location	Size/Quantity	Frequency Per Year	Unit Price	Annual Cost
Various Facilities	5.0 acres	2		

Bid Section I: Mowing and Landscape Maintenance **Total Annual Cost = $** _____

Annual Landscape Contract: CS2015-102

Facilities Bid Worksheet

Bid Section II: Palm Tree Trimming

Trim and skin Mediterranean fan palm treess with bucket truck

Location	Size/Quantity	Frequency Per Year	Unit Price	Annual Cost
Community Theater*	16	1		

*To be completed at the same time as the open space palm tree triming

Bid Section II: Palm Tree Trimming **Total Annual Cost = $ _____**

Annual Landscape Contract: CS2015-102

Facilities Bid Worksheet

Bid Section III: Overseeding

3.1 Scalp, Vaccuum and Disposal of Clippings

Location	Size/Quantity	Frequency Per Year	Unit Price	Annual Cost
Community Center	0.20	1		

3.2 Overseed (perennial ryegrass 15 lbs./1,000 s.f.)

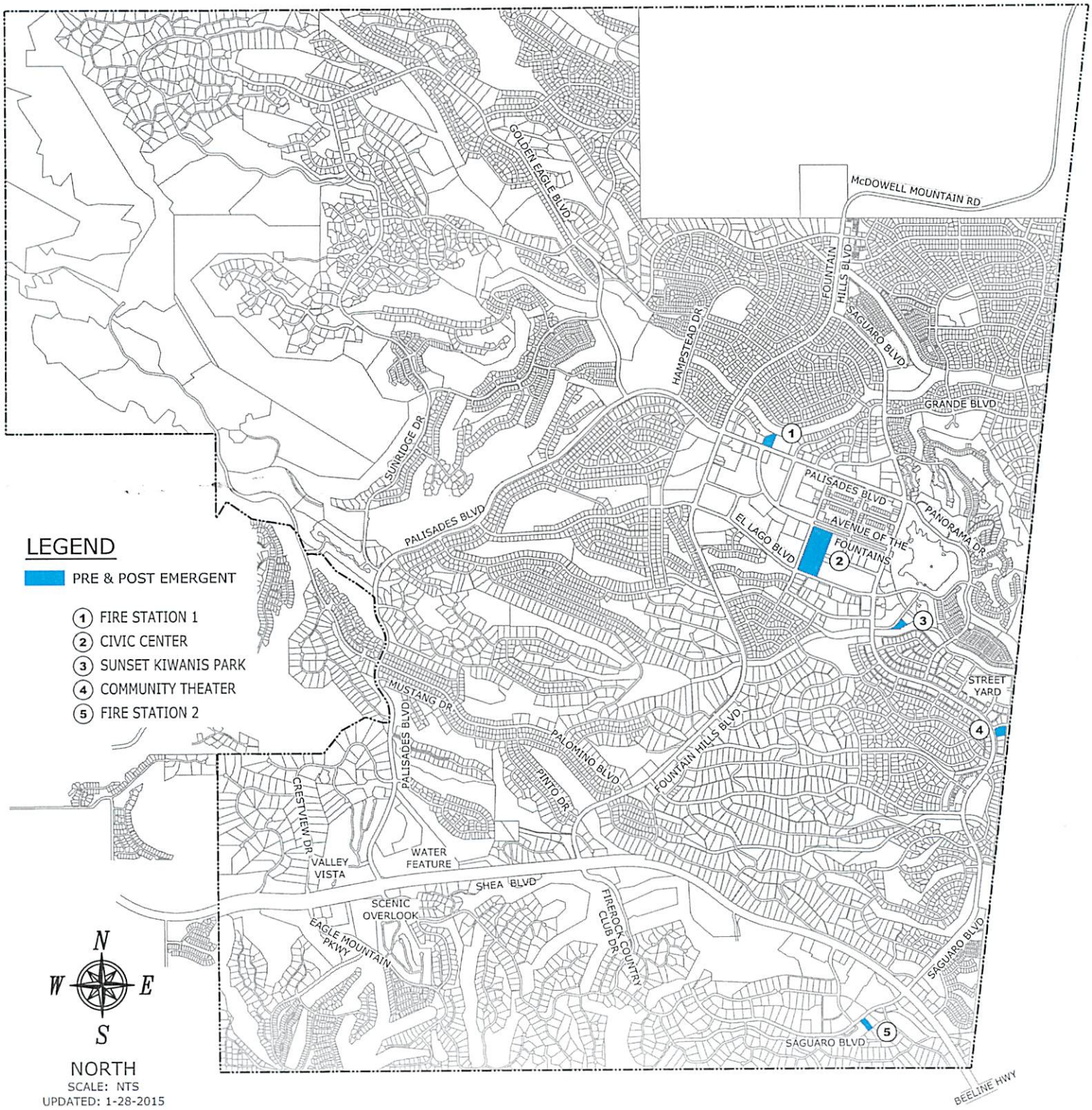
Location	Size/Quantity	Frequency Per Year	Unit Price	Annual Cost
Community Center	0.20	1		

Bid Section III: Overseeding **Total Annual Cost = $ _____**

TOWN OF FOUNTAIN HILLS

PRE & POST EMERGENT TREATMENT FACILITY LOCATIONS

TOWN PROPERTY



NORTH
SCALE: NTS
UPDATED: 1-28-2015

NO	PRE & POST EMERGENT TREATMENT - FACILITIES LOCATIONS	SF	AC
1	Fire Dept. 1: North side of Palisades at Avenue of the Fountains	28,200	0.65
2	Civic Center Complex: La Montana at Ave. of the Fountains	128,600	2.95
3	Kiwanis Grounds: Eastside of Saguaro on Kiwanis Dr.	24,000	0.55
4	Community Theater: East side of Saguaro at Rand	26,000	0.60
5	Fire Station 2: Eastside of Saguaro north of Technology	11,000	0.25
	Total	217,800	5.00

DEVELOPMENT SERVICES

2014 GOOGLE MAPS
SITE PLAN

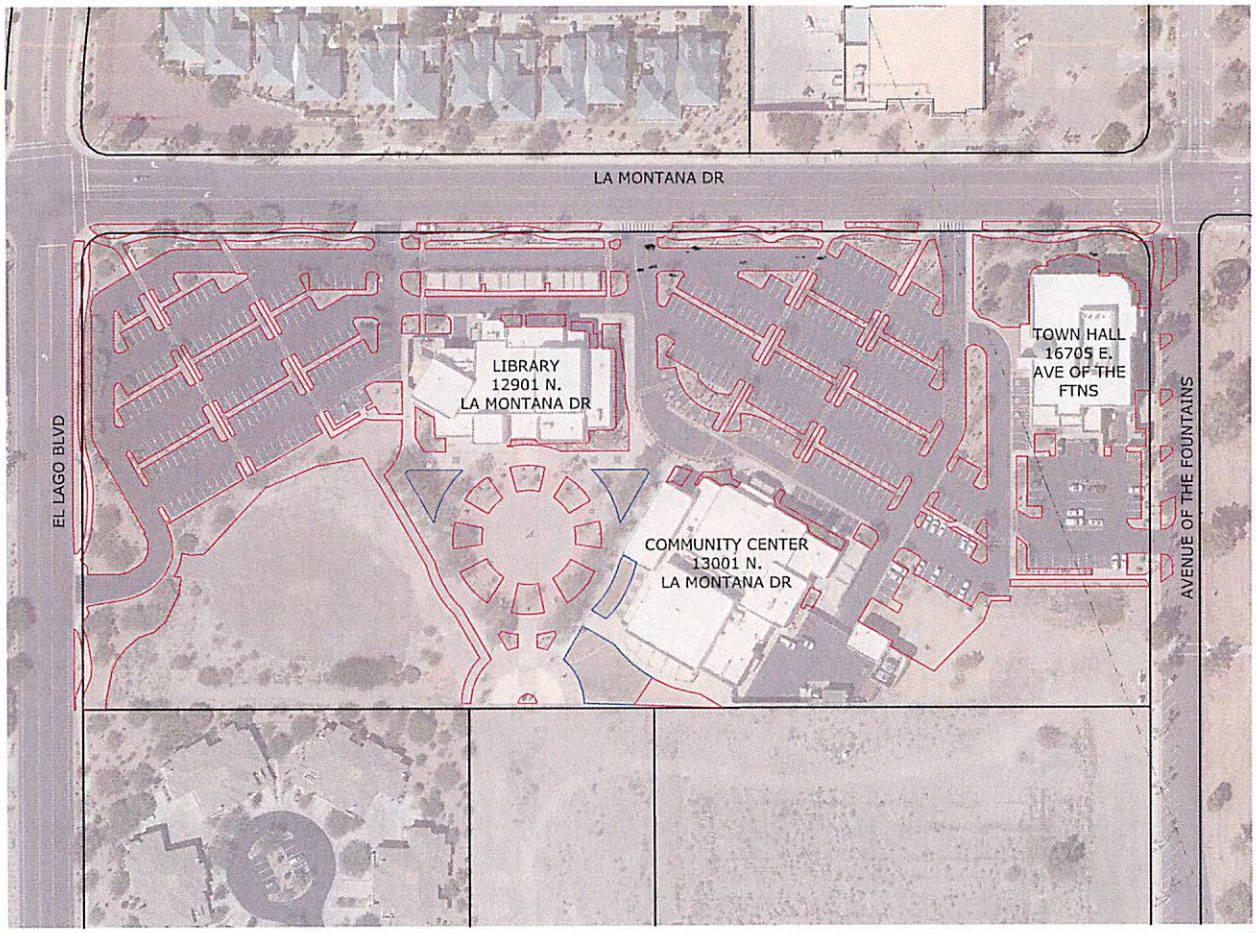
FIRE STATION #1
16426 E PALISADES BLVD
DG AREA: 0.65 AC

N
W E
S

0 20' 40'
SCALE: 1" = 40'

- AERIAL PHOTO FLIGHT: 2014
- TOPOGRAPICAL MAP: 9/91
- FEMA FLOOD DELINIATION: 9/05

THIS TOPO/AERIAL MAPPING IS SUITABLE FOR GENERAL PLANNING PURPOSES, BUT SHOULD NOT BE USED FOR DESIGN.



DEVELOPMENT SERVICES

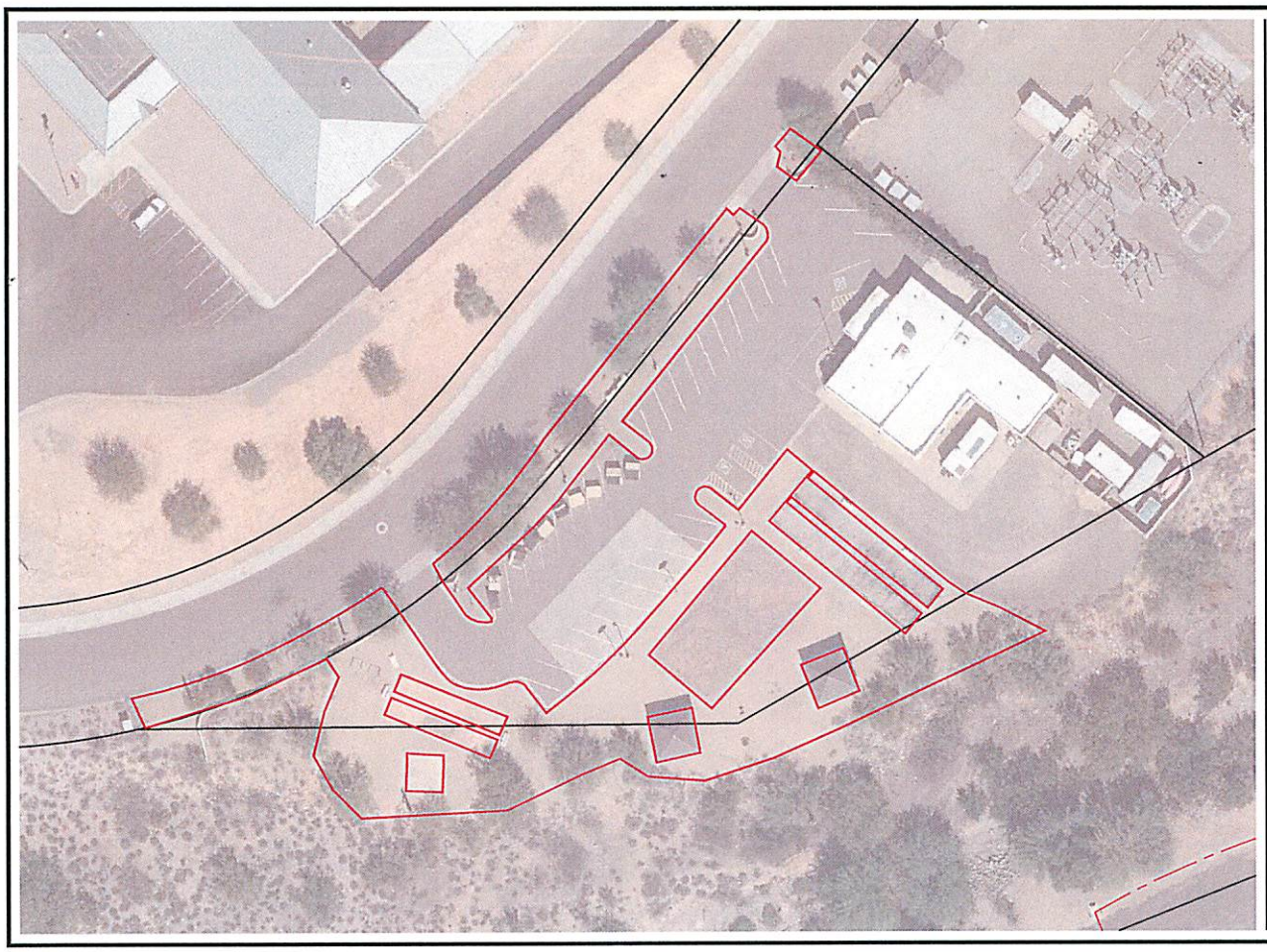
2013 AERIAL
SITE PLAN

CIVIC CENTER LANDSCAPE AREAS
16705 E AVENUE OF THE FOUNTAINS

DG AREA: 2.95 AC
GRASS AREA 0.20 AC

W N S E

0 50' 100'
SCALE: 1" = 100'



DEVELOPMENT SERVICES

2013 AERIAL
SITE PLAN

SUNSET KIWANIS PARK
16957 E KIWANIS DR

DG AREA: 0.55 AC

N
W E
S

0 20' 40'
SCALE: 1" = 40'

DEVELOPMENT SERVICES

2013 AERIAL
SITE PLAN

COMMUNITY THEATER
11445 N SAGUARO BLVD

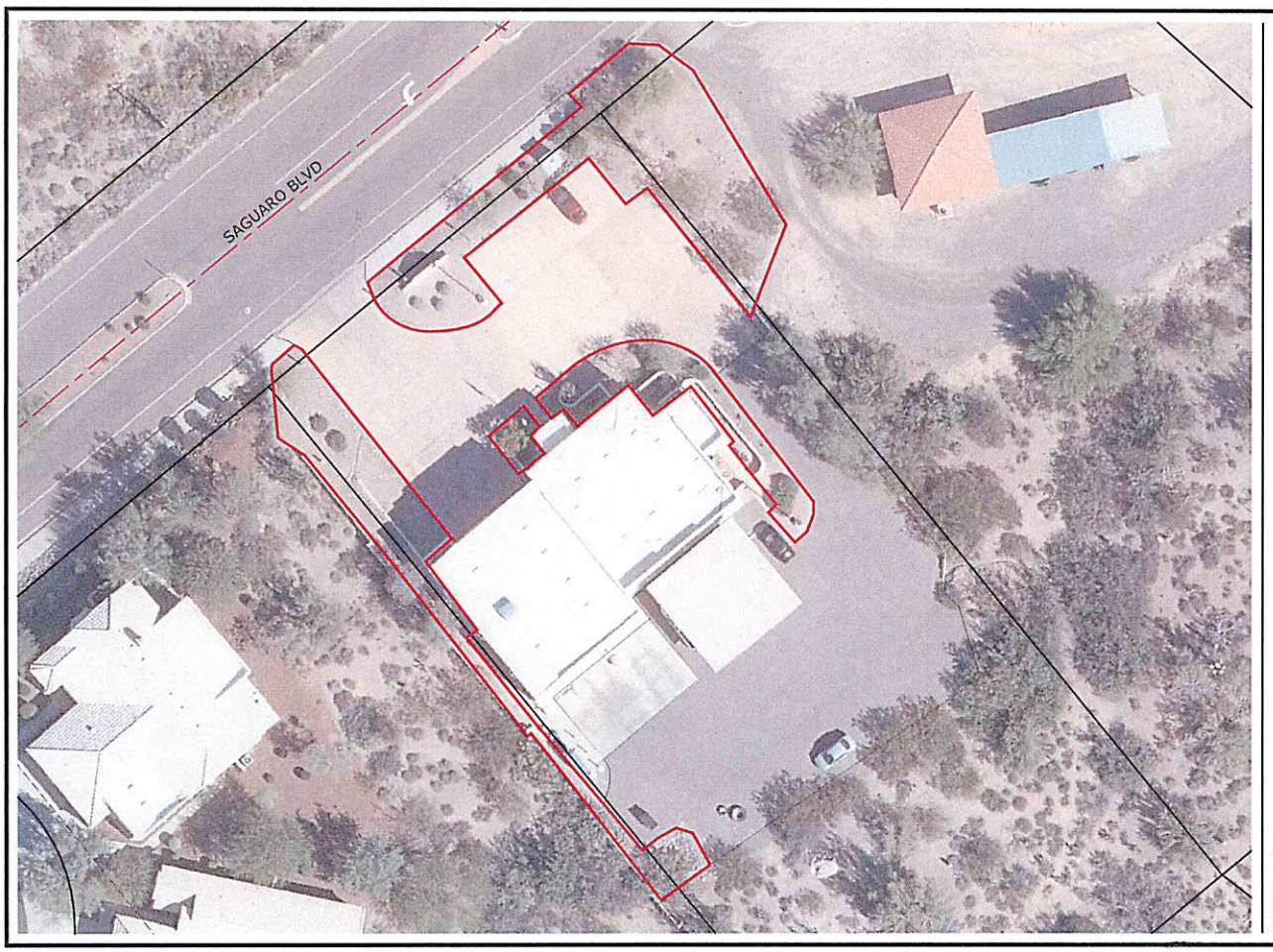
DG AREA: 0.60 AC

N
W E
S

0 15' 30'
SCALE: 1" = 30'

- AERIAL PHOTO FLIGHT: 10/13
- TOPOGRAPICAL MAP: 9/91
- FEMA FLOOD DELINIATION: 9/05

THIS TOPO/AERIAL MAPPING IS SUITABLE FOR GENERAL PLANNING PURPOSES, BUT SHOULD NOT BE USED FOR DESIGN.



DEVELOPMENT SERVICES

2013 AERIAL
SITE PLAN

FIRE STATION #2
16821 E SAGUARO BLVD
DG AREA: 0.25 AC

N
W E
S

0 15' 30'
SCALE: 1" = 30'

- AERIAL PHOTO FLIGHT: 10/13
- TOPOGRAPICAL MAP: 9/91
- FEMA FLOOD DELINIATION: 9/05

THIS TOPO/AERIAL MAPPING IS SUITABLE FOR GENERAL PLANNING PURPOSES, BUT SHOULD NOT BE USED FOR DESIGN.

EXHIBIT C
TO
INVITATION FOR BID NO. CS 2015-102

[Subcontractor Listing]

See following page.

SUBCONTRACTOR LISTING

ANNUAL LANDSCAPE SERVICES
CS 2015-102

Provide the following information in a separate, sealed envelope, clearly marked "Subcontractors Listing." Failure on the part of the Bidder to complete or improperly complete this form will constitute sufficient cause for rejection.

List only a single name for each category. Subcontractors listed herein shall be utilized on this Project.

Category	Subcontractor
	N/A

SUBCONTRACTOR LISTING

ANNUAL LANDSCAPE SERVICES
CS 2015-102

Provide the following information in a separate, sealed envelope, clearly marked "Subcontractors Listing." Failure on the part of the Bidder to complete or improperly complete this form will constitute sufficient cause for rejection.

List only a single name for each category. Subcontractors listed herein shall be utilized on this Project.

Category	Subcontractor

EXHIBIT D
TO
INVITATION FOR BIDS NO. CS 2015-102

[Licenses; Certifications; DBE/WBE Status]

See following page.

~~LICENSE EFFECTIVE THROUGH: 02/29/2016~~

STATE OF ARIZONA

Registrar of Contractors CERTIFIES THAT

Artistic Land Management Inc

CONTRACTORS LICENSE NO 172763 CLASS A-21

Landscaping and Irrigation Systems

THIS CARD MUST BE PRESENTED UPON DEMAND

William A. Mundell

DIRECTOR, ARIZONA REGISTRAR OF CONTRACTORS

LICENSE EFFECTIVE THROUGH: 07/31/2015

STATE OF ARIZONA

Registrar of Contractors CERTIFIES THAT

Artistic Land Management Inc

CONTRACTORS LICENSE NO 257425 CLASS K-5

RESIDENTIAL AND COMMERCIAL BOARD UP AND LOCKS

THIS CARD MUST BE PRESENTED UPON DEMAND

William A. Mundell

DIRECTOR, ARIZONA REGISTRAR OF CONTRACTORS

STATE OF ARIZONA

Office of the Registrar of Contractors

License No. ROC172763

This is to Certify That

ARTISTIC LAND MANAGEMENT INC (CORP.)

having been shown to possess all the necessary qualifications, and having complied with all the requirements of the law, is by order of the Registrar of Contractors duly licensed and admitted to engage in and pursue the business of

A-21
LANDSCAPING AND IRRIGATION SYSTEMS

Contractor in the State of Arizona. Given under my hand and the seal of the Registrar of Contractors in my office, City of Phoenix, this 25TH *day of* FEBRUARY , 2002.

Arizona Registrar of Contractors
•1931•

DIRECTOR

DOUGLAS A. DUCEY
Governor

Arizona Department of Agriculture
Office Of Pest Management

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

JACK PETERSON
Interim Director

BUSINESS LICENSE

Non-Transferable

ARTISTIC LAND MANAGEMENT, INC.

Business License Number: 8313

Has been licensed since 05/14/2004, and is authorized to provide pest management services in Arizona through the last day of May 2017.

Printed: 04/02/2015
Printed By: 8313

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Non-Transferable

Arizona Department of Agriculture
Office Of Pest Management

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

Printed: 05/10/2014
Printed By: 100141

License No: 100141

Licensed Categories	Expires	Status
3 - Ornamental & Turf	05/31/2015	Active
4 - Right of Way	05/31/2015	Active

Applicator Certification

ISSUED TO:

1000038351
REYNALDO RIVERA
3160 E. INDIGO CIRCLE
MESA AZ 85213

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Non-Transferable

Arizona Department of Agriculture

Printed: 05/28/2014
Printed By: 120299

Office Of Pest Management

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

License No: 120299

Licensed Categories	Expires	Status
3 - Ornamental & Turf	05/31/2015	Active
4 - Right of Way	05/31/2015	Active

Applicator Certification

ISSUED TO:

1000039861
MATTHEW LAWRENC MARIN
1594 W FRUIT TREE COURT
SAN TAN VALLEY AZ 85142

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Arizona Department of Agriculture

Printed: 05/20/2014
Printed By: 040332

Office Of Pest Management

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

License No: 040332

Licensed Categories	Expires	Status
3 - Ornamental & Turf	05/31/2015	Active
4 - Right of Way	05/31/2015	Active

Applicator Certification

ISSUED TO:

1000028365
JUAN ANTONIO MARTINEZ
493 E HARRISON ST
CHANDLER AZ 85225

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INTERNATIONAL SOCIETY OF ARBORICULTURE

CERTIFIED ARBORIST™

Alfred V. Panzella

Having successfully completed the requirements set by the Arborist Certification Board of the International Society of Arboriculture, the above named is hereby recognized as an ISA Certified Arborist®

Jim Skiera, Executive Director
International Society of Arboriculture

Skip Kincaid

Certification Board, Chair
International Society of Arboriculture

WE-10713A	Apr 04, 2015	Jun 30, 2018
Certification Number	Certified Since	Expiration Date

SUSTAINABLE LANDSCAPE MANAGEMENT CERTIFIED

This Certificate is Hereby Awarded to:

Freddie Panzella, Artistic Land Management Inc.
C0114-588

Dedicated to promoting and practicing sustainable landscape management methods that preserve limited and valuable natural resources, reduce waste generation, maintain healthier plant material which ultimately creates a beautiful urban environment

Valid through 01/10/2016

Judy Gausman
CEO, Arizona Landscape Contractors' Association

SLM™ Sustainable Landscape Management

ALCA Contract with Landscape Experts

ARIZONA CERTIFIED LANDSCAPE PROFESSIONAL

This Certificate is Hereby Awarded to:

Freddie Panzella

A0914-541

In recognition of superior knowledge, competence and skill levels demonstrated in essential landscape work activities.

Valid through 09/03/2016

Judy Gausman

CEO, Arizona Landscape Contractors' Association

SUSTAINABLE LANDSCAPE MANAGEMENT CERTIFIED

This Certificate is Hereby Awarded to:

Roberto Baenes- Artistic Land Management

S0155-793

Dedicated to promoting and practicing sustainable landscape management methods that preserve limited and valuable natural resources, reduce waste generation, maintain healthier plant material which ultimately creates a beautiful urban environment.

Valid through 1/23/2017

Judy Gausman

Judy Gausman

CEO, Arizona Landscape Contractors' Association

SLM™

Sustainable Landscape Management

ALCA

Contract with Landscape Experts

SUSTAINABLE LANDSCAPE MANAGEMENT CERTIFIED

This Certificate is Hereby Awarded to:

DAVID LOPEZ, ARTISTIC LAND MANAGEMENT
S0215-800

Dedicated to promoting and practicing sustainable landscape management methods that preserve limited and valuable natural resources, reduce waste generation, maintain healthier plant material which ultimately creates a beautiful urban environment

Valid through 02/27/2017

Judy Gausman
CEO, Arizona Landscape Contractors' Association

SLM™ Sustainable Landscape Management

ALCA Contract with Landscape Experts

SMARTSCAPE

Certificate of Completion

Awarded to

Luis A. Macias

For the completion of the

Smartscape Training Program for Landscape Professionals

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

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

Cheryl A. Goar, Executive Director
Arizona Nursery Association

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

STATE OF ARIZONA

Office of the

License No. ROC257425

Registrar of Contractors

This is to Certify That

ARTISTIC LAND MANAGEMENT INC (CORP.)

having been shown to possess all the necessary qualifications, and having complied with all the requirements of the law, is by order of the Registrar of Contractors duly licensed and admitted to engage in and pursue the business of

K-05
BOARD UP AND LOCKS

Contractor in the State of Arizona. Given under my hand and the seal of the Registrar of Contractors in my office, City of Phoenix, this 20TH *day of* JULY, 2009.

Arizona Registrar of Contractors
1931

William A. Mundell

DIRECTOR
ARIZONA REGISTRAR OF CONTRACTORS

LICENSES; CERTIFICATIONS; DBE/WBE STATUS

ANNUAL LANDSCAPE SERVICES
CS 2015-102

Attach a copy of your Contractor's License to your bid submittal.

Attach a copy of your Town of Fountain Hills Business License to your bid submittal.

Attach a copy of your Arizona Transaction Privilege Tax License

Has your firm been certified by any jurisdiction in Arizona as a minority or woman owned business enterprise? Yes_____, No___X___.

If yes, please provide details and documentation of the certification.

LICENSES; CERTIFICATIONS; DBE/WBE STATUS

ANNUAL LANDSCAPE SERVICES
CS 2015-102

Attach a copy of your Contractor's License to your bid submittal.

Attach a copy of your Town of Fountain Hills Business License to your bid submittal.

Attach a copy of your Arizona Transaction Privilege Tax License

Has your firm been certified by any jurisdiction in Arizona as a minority or woman owned business enterprise? Yes_____, No_____.

If yes, please provide details and documentation of the certification.

EXHIBIT E
TO
INVITATION FOR BIDS NO. CS 2015-102

[References]

See following page.

REFERENCES

ANNUAL LANDSCAPE SERVICES
CS 2015-102

Provide the following information for three clients for whom Bidder has successfully completed similar projects as set forth in Section 2.16 within the past 60 months. Failure to provide three accurate and suitable references will result in disqualification. Bidder may also attach another sheet with additional references.

1. Company: TOWN OF FOUNTAIN HILLS
   Address: 16705 E. AVENUE OF THE FOUNTAINS
   City/State/Zip Code: FOUNTAIN HILLS, AZ 85268
   Contact: RAYMOND REES
   Telephone Number: 480.721.3325
   Date of Contract Initiation: 7/1/2010
   Date of Contract Expiration: 6/30/2015
   Project Description: LANDSCAPE MAINTENANCE THROUGHOUT FOUNTAIN HILLS.
   Contract Value: $ 179,127.00
   Annual Amount: $

2. Company: ASU EAST POLYTECHNIC CAMPUS
   Address: P.O. BOX 875912
   City/State/Zip Code: TEMPE, AZ 85287
   Contact: JOHN HERRERA
   Telephone Number: 480.252.6615
   Date of Contract Initiation: 7/15/2006
   Date of Contract Expiration: 6/30/2015
   Project Description: COMPLETE LANDSCAPE MAINTENANCE THROUGHOUT CAMPUS
   Contract Value: $ 311,988.00
   Annual Amount: $

3. Company: City of TEMPE
   Address: P.O. BOX 5002
   City/State/Zip Code: TEMPE, AZ 85280
   Contact: SCOTT D. BALCK
   Telephone Number: 480 350.8295
   Date of Contract Initiation: 10/24/2011
   Date of Contract Expiration: 10/23/2016
   Project Description: LANDSCAPE MAINTENANCE TO FACILITIES, PATHWAYS & ROWS.
   Contract Value: $ 208,885.00
   Annual Amount: $

EXHIBIT F
TO
INVITATION FOR BIDS NO. CS 2015-102

[Acknowledgments of Addenda received]

See following page(s).

TOWN OF FOUNTAIN HILLS
COMMUNITY SERVICES DEPARTMENT

INVITATION FOR BIDS

ANNUAL LANDSCAPE SERVICES
CS 2015-102

Addendum No. 1

Date: May 5, 2015

From: Paul Mood, Town Representative

Subject: Addendum No. 1 to Solicitation No. CS 2015-102

Bid Deadline: May 19, 2015, 2:00 p.m. (local time, Phoenix, Arizona)

SCOPE

This addendum forms a part of the Contract and clarifies, corrects, or modifies the original Invitation for Bids document prepared by the Town of Fountain Hills. Acknowledge receipt of this addendum in the space provided on the attached "Acknowledgment of Addenda Received" form. This acknowledgement must accompany the submitted bid. Failure to do so may subject the bidder to disqualification.

Addendum No. 1 consists of modifications to Exhibit A (Scope of Work) and Exhibit B-3 (Open Space Bid Worksheet, Maps and Tables) for the Invitation for Bids No. CS 2015-102 released on April 15, 2015.

ADDENDUM

1. Exhibit A (Scope of Work) shall be modified as follows:

   Open Space (Fountain Hills Blvd. & Shea Blvd.) shall be revised from .25 acre to .70 acre in Sections 1.1(E), 1.2(D), 1.3(C), 3.1(C) and 3.2(C).

2. Exhibit B-3 (Open Space Bid Worksheet) is deleted in its entirety and replaced with the Open Space Bid Worksheet attached hereto as Exhibit 1 and incorporated herein by reference.

EXHIBIT 1
TO
INVITATION FOR BIDS NO. CS 2015-102

[Open Space Bid Worksheet]

See following pages.

Annual Landscape Contract: CS2015-102

Open Space Bid Worksheet

Bid Section I: Mowing and Landscape Maintenance

1.1 Mowing (including edging and trimming)

Location	Size/Quantity	Frequency Per Year	Unit Price Per Week	Annual Cost
Fountain Hills Blvd. & Shea Blvd.	0.70 acres	42 weeks		

1.2 Aeration

Location	Size/Quantity	Frequency Per Year	Unit Price	Annual Cost
Fountain Hills Blvd. & Shea Blvd.	0.70 acres	2		

1.3 Fertilizer and Application (spring application to be "weed and feed")

	Size/Quantity	Frequency Per Year	Unit Price	Annual Cost
Fountain Hills Blvd. & Shea Blvd.	0.70 acres	2		

1.4 Landscape Maintenance (raking, pruning, weed control and debris removal, five days per week)

Location	Size/Quantity	Frequency Per Year	Unit Price Per Week	Annual Cost
Various Locations	3 man crew	52 weeks		

1.5 Irrigation Parts

Location	Size/Quantity	Frequency Per Year	Unit Price	Annual Cost
Various Locations	Parts restocked by Town			

1.6 Irrigation Technician

Location	Size/Quantity	Frequency Per Year	Unit Price Per Hour	Annual Cost
Various Locations	NA	416 hours		

1.7 Irrigation Laborer

Location	Size/Quantity	Frequency Per Year	Unit Price Per Hour	Annual Cost
Various Locations	NA	416 hours		

1.8 Pre-Emergent Application (Surflan, Baricade or equal)

Location	Size/Quantity	Frequency Per Year	Unit Price	Annual Cost
Various Locations	41 acres	2		

Annual Landscape Contract: CS2015-102

Open Space Bid Worksheet

1.9 Post-Emergent Application (Roundup, Reward, 2-4-D or equal)

Location	Size/Quantity	Frequency Per Year	Unit Price	Annual Cost
Various Locations	32 acres	2		

Bid Section I: Mowing and Landscape Maintenance **Total Annual Cost = $ _____**

Annual Landscape Contract: CS2015-102

Open Space Bid Worksheet

Bid Section II: Palm Tree Trimming

Trim and skin Mediterranean fan palm treess with bucket truck

Location	Size/Quantity	Frequency Per Year	Unit Price	Annual Cost
Various Locations	302	1		

Bid Section II: Palm Tree Trimming **Total Annual Cost = $ _____**

Annual Landscape Contract: CS2015-102

Open Space Bid Worksheet

Bid Section III: Overseeding

3.1 Scalp, Vaccuum and Disposal of Clippings

Location	Size/Quantity	Frequency Per Year	Unit Price	Annual Cost
Fountain Hills Blvd. & Shea Blvd.	0.70 acres	1		

3.2 Overseed (perennial ryegrass 15 lbs./1,000 s.f.)

Location	Size/Quantity	Frequency Per Year	Unit Price	Annual Cost
Fountain Hills Blvd. & Shea Blvd.	0.70 acres	1		

Bid Section III: Overseeding **Total Annual Cost = $** _____

TOWN OF FOUNTAIN HILLS
ACKNOWLEDGMENT OF ADDENDA RECEIVED
INVITATION FOR BIDS

ANNUAL LANDSCAPE SERVICES
CS 2015-102

Addendum No. 1

_____, affirms that ADDENDUM No. 1 has been
(Name of Vendor/Designee)
received and that the information contained in ADDENDUM No. 1 has been incorporated in formulating the Vendor's Offer.

_____, _____2015
Signed Date

_____
Print Name

_____
Title

_____
Company Name

_____
Address

_____
City, State, Zip Code

END OF ADDENDUM No. 1

EXHIBIT 1
TO
INVITATION FOR BIDS NO. CS 2015-102

[Open Space Bid Worksheet]

See following pages.

Annual Landscape Contract: CS2015-102

Open Space Bid Worksheet

Bid Section I: Mowing and Landscape Maintenance

1.1 Mowing (including edging and trimming)

Location	Size/Quantity	Frequency Per Year	Unit Price Per Week	Annual Cost
Fountain Hills Blvd. & Shea Blvd.	0.70 acres	42 weeks	16.00	672.00

1.2 Aeration

Location	Size/Quantity	Frequency Per Year	Unit Price	Annual Cost
Fountain Hills Blvd. & Shea Blvd.	0.70 acres	2	75.00	150.00

1.3 Fertilizer and Application (spring application to be "weed and feed")

	Size/Quantity	Frequency Per Year	Unit Price	Annual Cost
Fountain Hills Blvd. & Shea Blvd.	0.70 acres	2	85.00	170.00

1.4 Landscape Maintenance (raking, pruning, weed control and debris removal, five days per week)

Location	Size/Quantity	Frequency Per Year	Unit Price Per Week	Annual Cost
Various Locations	3 man crew	52 weeks	2183.46	113,540.92

1.5 Irrigation Parts

Location	Size/Quantity	Frequency Per Year	Unit Price	Annual Cost
Various Locations	Parts restocked by Town			

1.6 Irrigation Technician

Location	Size/Quantity	Frequency Per Year	Unit Price Per Hour	Annual Cost
Various Locations	NA	416 hours	21.00	8736.00

1.7 Irrigation Laborer

Location	Size/Quantity	Frequency Per Year	Unit Price Per Hour	Annual Cost
Various Locations	NA	416 hours	17.00	7072.00

1.8 Pre-Emergent Application (Surflan, Baricade or equal)

15,662

Location	Size/Quantity	Frequency Per Year	Unit Price	Annual Cost
Various Locations	41 acres	2	191.00	783.00

need clarification

Annual Landscape Contract: CS2015-102

Open Space Bid Worksheet

1.9 Post-Emergent Application (Roundup, Reward, 2-4-D or equal) need clarification

Location	Size/Quantity	Frequency Per Year	Unit Price	Annual Cost
Various Locations	32 acres	2	14.50	2900.00

Bid Section I: Mowing and Landscape Maintenance

Total Annual Cost = ~~$141071.00~~

148,902

Annual Landscape Contract: CS2015-102

Open Space Bid Worksheet

Bid Section II: Palm Tree Trimming

Trim and skin Mediterranean fan palm treess with bucket truck

Location	Size/Quantity	Frequency Per Year	Unit Price	Annual Cost
Various Locations	302	1	32.00	9664.00

Bid Section II: Palm Tree Trimming **Total Annual Cost =** $ 9664.00

Annual Landscape Contract: CS2015-102

Open Space Bid Worksheet

Bid Section III: Overseeding

3.1 Scalp, Vaccuum and Disposal of Clippings

Location	Size/Quantity	Frequency Per Year	Unit Price	Annual Cost
Fountain Hills Blvd. & Shea Blvd.	0.70 acres	1	160.00	160.00

3.2 Overseed (perennial ryegrass 15 lbs./1,000 s.f.)

Location	Size/Quantity	Frequency Per Year	Unit Price	Annual Cost
Fountain Hills Blvd. & Shea Blvd.	0.70 acres	1	110.00	110.00

Bid Section III: Overseeding **Total Annual Cost =** $ 270.00

TOWN OF FOUNTAIN HILLS
ACKNOWLEDGMENT OF ADDENDA RECEIVED
INVITATION FOR BIDS

ANNUAL LANDSCAPE SERVICES
CS 2015-102

Addendum No. 1

Artistic Land Management, Inc, affirms that ADDENDUM No. 1 has been
(Name of Vendor/Designee)
received and that the information contained in ADDENDUM No. 1 has been incorporated in formulating the Vendor's Offer.

_____, May 19 2015
Signed Date

Jose Hernandez
Print Name

President
Title

Artistic Land Management, Inc
Company Name

P.O. Box 2320
Address

Chandler, AZ 85244
City, State, Zip Code

END OF ADDENDUM No. 1