



Unified Fire Authority
Request for Proposal
Landscape Maintenance and Associated Projects
RFP #2023-01

INFORMATION & REQUIREMENTS

I. OBJECTIVE

Unified Fire Authority (“UFA”) is soliciting competitive sealed proposals from qualified offerors to perform landscape maintenance and associated projects for the grounds located at 3380 South 900 West SLC, Utah 84119. In addition, this could include additional associated projects at any Unified Fire Authority location. Please include hourly rate for associated projects.

II. CRITERIA FOR EVALUATION

UFA is seeking an offeror who shall provide landscape maintenance and associated projects.

Awards of orders will be on the basis of:

<u>Proposed Maintenance Schedule</u>	50%
<u>Pricing/discount</u>	40%
<u>References</u>	10%

(Scoring must total 100%)

UFA reserves the right to award multiple vendors.

III. QUALIFICATION OF OFFERORS

Offerors will not be considered unless they meet the following requirements:

All work as defined in the proposal content must be completed without the need for additional requests for proposal or bids.

IMPORTANT NOTICE:

PRE-PROPOSAL CONFERENCE. Offerors are advised there shall be a mandatory Pre-Proposal Conference held at 10:00 a.m. (Mountain Time) on Monday, January 23, 2023 at UFA's Emergency Operations Center located at 3380 South 900 West, Salt Lake City, Utah 84119. All interested Offerors must be in attendance. The purpose of this conference shall be to clarify any questions regarding this RFP. If UFA omits anything from this RFP that is necessary for a clear understanding of the RFP, or if the instructions are unclear or in conflict, or if the Offeror has any question or objection about any part of the RFP or any of its parts, the prospective Offeror shall bring such matter to UFA's attention at the Conference. If necessary, following the Conference, a written addendum shall be issued to all prospective Offerors that attend the Conference. Questions or objections to the RFP or any of its parts not submitted prior to or at the conference shall not receive consideration.

IV. **PROPOSAL SUBMISSION**

- ❑ Sign and return the **Proposal Response Cover Sheet (ATTACHMENT 1)**. The form must be signed by a company representative authorized to bind the Offeror contractually.
- ❑ Submit all required information as outlined in the **Proposal Content and Evaluation Criteria** section of **ATTACHMENT 1**.
- ❑ UFA allows for quotations to be submitted electronically. Electronic quotations may be submitted through a secure mailbox at SciQuest, <http://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=StateOfUtah> until the date and time as indicated in this document. It is the sole responsibility of the supplier to ensure their quotation reaches SciQuest before the closing date and time. There is no cost to the supplier to submit Unified Fire Authority electronic quotations via SciQuest. Here is a link to the Division of Purchasing's website where it provides training materials for vendors on the SciQuest platform - <http://purchasing.utah.gov/for-vendors/> Electronic quotations may require the uploading of electronic attachments. The submission of attachments containing embedded documents is prohibited.
- ❑ **Submission Deadline: 11:00 a.m. (Mountain Time) on Friday, January 27, 2023.**
- ❑ **Proposals received after the 11:00 a.m. deadline will be placed in the file unopened and will not be considered.**
- ❑ Proposals will then be sent to UFA appointed Selection Committee for evaluation.

V. ACCEPTANCE

A. Any proposal received shall be considered an offer, which may be accepted by UFA based upon initial submission without discussions or negotiations.

B. By submitting a proposal in response to this Request, Offeror agrees that any proposal it submits may be accepted by UFA at any time within ninety (90) days from the date of submission deadline.

C. UFA reserves the right to reject any or all proposals and to waive minor technicalities and irregularities in proposals received, and/or to accept any portion of the offer if deemed in the best interest of UFA. Failure of Offeror to provide, in its proposal, any information requested in the RFP may result in rejection for non-responsiveness.

D. The UFA may accept all or part of any offer and may make multiple awards. Offerors shall identify volume discounts if any or all products are selected.

VI. ADDITIONAL INFORMATION

For additional information concerning the services specified in this Request for Proposal, interested parties may contact Erica Langenfass via e-mail: elangenfass@unifiedfire.org. Correspondence between suggested offerors and UFA must be in written format.

For information concerning Request for Proposal procedures and regulations (i.e., submission deadline, forms required, etc.), or Americans with Disabilities (ADA) accommodations, interested parties may contact Erica Langenfass via e-mail at elangenfass@unifiedfire.org or Telecommunications Relay Services (TRS) at 711.

<h1 style="margin: 0;">ATTACHMENT 1</h1> <h2 style="margin: 0;">Proposal Response Cover Sheet</h2> <h3 style="margin: 0;">PROPOSAL FOR Landscape Maintenance and Associated Projects</h3>	
--	---

TO: Unified Fire Authority
 Landscape Maintenance and Associated Projects
 3380 South 900 West
 Salt Lake City, Utah 84119

The undersigned, having carefully read and considered the Request for Proposal to provide landscape maintenance and associated projects does hereby offer to perform such Plan on behalf of UFA, in the manner described and subject to the terms and conditions set forth in the attached proposal.

OFFEROR

Company Name: _____

Doing business as: **an individual** **a partnership** **a corporation** (*mark appropriate box*), duly organized under the laws of the State of _____.

BY: _____
 (Signature of authorized representative) (Please Print or Type Name)

PRINCIPAL OFFICE ADDRESS:

Street Address _____
 City _____ County _____
 State _____ Zip Code _____
 Telephone (____) _____ Fax (____) _____
 Mailing Address _____
 E-mail Address _____

TAXPAYER IDENTIFICATION NUMBER:

(Attach IRS Form W-9 "Request for TIN and Certification")

Employer I.D. No. _____ **OR** Social Security No. _____
 (Corporation or Partnership) (Individual)

**ALL PROPOSALS MUST INCLUDE THIS COVER SHEET & THE PROPOSAL
 CONTENT & EVALUATION REQUIREMENTS LISTED ON NEXT PAGE**

PROPOSAL CONTENT & EVALUATION CRITERIA

Landscape maintenance and associated projects

PROPOSALS SUBMITTED FOR EVALUATION MUST INCLUDE, AT A MINIMUM, THE FOLLOWING INFORMATION AND MATERIALS:

A. GENERAL

The offeror shall furnish landscape maintenance and associated projects. The offeror shall be able to comply with the following:

1. Please see the attached documents for recommended specifications. Please see "Exhibit C".

ORAL INTERVIEWS AND ONSITE INSPECTIONS MAY BE CONDUCTED WITH ONE OR MORE PROSPECTIVE OFFERORS. THE DECISION OF UFA'S SELECTION COMMITTEE SHALL BE FINAL AND CONCLUSIVE.

ATTACHMENT 2

General Proposal Instructions & Information



I. AWARD BY WRITTEN AGREEMENT

The Offeror selected to provide the services/products shall be required to enter into a written agreement that will be substantially similar to Attachment 3 of this Request and the accepted Proposal.

- Signature on the *Proposal Cover Sheet* acknowledges that the Offeror is willing to enter into the Agreement if awarded the contract.
- If Offeror has any exceptions to request, the procedures stated under Paragraph IV, EXCEPTIONS, of this section must be followed.

II. PREPARATION OF PROPOSALS

- A. Failure to read the Request for Proposal and these instructions will be at the Offeror's own risk.
- B. All prices and notations must be typewritten or printed in ink. Erasures are not permitted. Errors may be crossed out and corrections made in ink or by typewriter adjacent to the corrected error. All corrections must be initialed in ink by the person signing the proposal.
- C. Corrections and/or modifications received after the closing time specified will not be accepted.

III. PROPOSAL INFORMATION

- A. Discussions with Offerors. UFA may conduct discussions and site inspections with Offerors who submit proposals determined to be reasonably susceptible to being selected for award. However, proposals may be accepted without such discussions or inspections, at UFA's option.
- B. Equal Opportunity. UFA will make every effort to ensure that all Offerors are treated fairly and equally throughout the entire advertisement, review and selection process. The procedures established herein are designed to give all parties reasonable access to the same basic information.

- C. Cost of Developing Proposals. All costs related to the preparation of the proposals and any related activities are the sole responsibility of the Offeror. UFA assumes no liability for and will not reimburse any costs incurred by Offerors throughout the entire selection process.
- D. Proposal Ownership. All proposals, including attachments, supplementary materials, addenda, etc., shall become the property of UFA and will not be returned to the Offeror.
- E. Rejection of Proposals.
- UFA reserves the right to reject any or all proposals received. Furthermore, UFA shall have the right to waive any informality or technicality in proposals received when in the best interest of UFA.
 - No proposal shall be accepted from, or agreement awarded to, any person, firm or corporation that is in arrears to UFA, upon debt or contract or that is a defaulter, as surety or otherwise, upon any obligation to UFA, or that, based upon its past business practices, may be deemed irresponsible or unreliable by the Chief Financial and Legal Officers. Offerors may be required to submit satisfactory evidence that they have the necessary financial resources to perform and complete the work outlined in this RFP.
- F. Failure to Submit a Proposal. Failure to submit a proposal (or to advise UFA's Chief Financial Officer that future Requests for Proposal are desired) may result in the removal of your firm from the prospective Offerors list.

IV. **EXCEPTIONS TO PROPOSAL**

An exception to any term or condition set forth in this proposal must be clearly identified in the response to this RFP. **Exceptions or deviations to any of the terms and conditions must not be added to the proposal pages but must be submitted in a separate document accompanying Offeror's proposal identified as "Exceptions."** Such exceptions shall be considered in the evaluation and the award processes. UFA shall be the sole determiner of the acceptability of any exception.

V. **CONFIDENTIALITY**

All responses, inquiries, and correspondence relating to this RFP and all reports, charts, displays, schedules, exhibits, and other documentation produced by the Offeror that is submitted to UFA, as part of the proposal or otherwise, shall become the property of UFA when received by UFA and may be considered public information under applicable law. UFA is subject to the disclosure requirements of the Government Records Access and Management Act, ("GRAMA") Title 63G, Chapter 2, Utah Code Annotated. UFA generally considers proposals and all accompanying material to be public and subject to disclosure.

Any material considered by the Offeror to be proprietary must be accompanied by a written claim of confidentiality and a concise written statement of reasons supporting the claim as required by GRAMA §63G-2-309. Blanket claims that the entire RFP is confidential will be denied. UFA cannot guarantee that any information will be held confidential. If the Offeror makes a claim of confidentiality, UFA, upon receipt of a request for disclosure, will determine whether the material should be classified as public or protected, and will notify the Offeror of such determination. The Offeror is entitled under the GRAMA to appeal an adverse determination. **UFA is not obligated to notify the Offeror of a request, and will not consider a claim of confidentiality, unless the Offeror's claim of confidentiality is made in a timely basis and in accordance with the GRAMA.**

VI. REPRESENTATION REGARDING ETHICAL STANDARDS

The Offeror certifies that it has not: (1) provided an illegal gift or payoff to a UFA officer or employee or former UFA officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; or (3) knowingly influenced, and hereby promises that it will not knowingly influence, any UFA officer or employee or former UFA officer or employee to breach any ethical standards set forth in UFA's conflict of interest policy or any of the provisions of Utah Code Title 67, Chapter 16.

EXHIBIT "A"

SCOPE OF WORK

Landscape Maintenance and Associated Projects

I. GENERAL

1. Supplier, if doing business under an assumed name, i.e. an Individual, Association, Partnership, Corporation, or otherwise, shall be registered with the Utah State Division of Corporations and Commercial Code.

NOTE: Forms and information on how to get registered may be obtained by calling (801) 530-4849 or by accessing www.commerce.state.ut.us

2. Supplier shall assume full responsibility for damage to UFA property caused by Supplier's employees or equipment.
3. Supplier shall be solely responsible for the safety of the Supplier's employees and others relative to the Supplier's work, work procedures, material, equipment, transportation, signage, and related activities and equipment.
4. Supplier shall possess and keep in force all licenses and permits required to perform the services of this Agreement.

II. RESPONSIBILITIES OF THE SUPPLIER

The Supplier's responsibilities include, but shall not be limited to, the following.

1. Provide landscape maintenance and associated services as defined in EXHIBITS A, B and C attached hereto.
2. Except as provided in the following "Note," the supplier shall currently own and operate a place of business devoted to landscape maintenance and services they propose to furnish. Said place must be adequately equipped and staffed to produce landscape maintenance and associated projects.

NOTE: If the offer is submitted by a distributor or offeror other than a direct manufacturer, a certificate of compliance executed by the manufacturer must be approved by UFA. Said certificate shall state that the offeror is an authorized distributor of the manufacturer and that the re-design will be built in compliance with the specifications outlined in this solicitation.

EXHIBIT "B"

PRICE SCHEDULE

Landscape Maintenance and Associated Projects

I. GENERAL

1. Fee proposal should include, at a minimum, a detailed schedule of services and all costs associated with the performance of the services specified, including materials, supervision, labor, transportation, delivery, and related costs. No other charges shall be allowed if not listed on the fee proposal.
2. Fee proposal may include any additional services that align with this solicitation.
3. UFA is exempt from sales, use, and federal excise taxes on these products and services. Exemption certificates shall be furnished upon request.
4. Prices stated shall be firm for the term of this Agreement. Requests for a price adjustment after that shall follow requirements specified in Paragraph III, Option Renewal Period Price Adjustment.

II. PRICING

1. Pricing to be consistent with that presented in the proposal, with the ability of minor pricing adjustments, due to changes of an unforeseen nature that are agreed upon by UFA and Supplier.
2. Pricing should demonstrate an annual maintenance schedule with associated costs and pricing for additional man-hours or services that can be utilized for separate projects.

III. OPTION RENEWAL PERIOD PRICE ADJUSTMENT

1. Prices stated are firm for the term of this Agreement. Adjustments may be made if this Agreement is extended for additional option periods. However, any request for adjustment shall be made by the Supplier between the sixtieth (60th) and fortieth (40th) day before the extension date. Supplier shall calculate and request UFA that the prices for the next renewal year be increased by the lesser of five percent (5%), or the same percentage increase, if any, in the latest published Consumer Price Index, All Urban Consumers (CPI-U), "US UFA Average" published by the Bureau of Labor Statistics of the US Federal Government. If publication of said CPI index should cease, such percentage increase shall be determined by reference to a similar index or as agreed upon by the parties. UFA shall notify the Supplier of its decision within fifteen (15) days of receiving the Supplier's request.

IV. INVOICING AND PAYMENT

1. After acceptance of the final landscape maintenance and associated projects UFA shall make payment to Supplier for all services performed by Supplier pursuant to this Agreement. Supplier shall submit a copy of the work order and written invoice, in duplicate, for services rendered and UFA shall pay the invoiced fee within thirty (30) days.

Invoices shall be submitted to: Unified Fire Authority
Attn: Accounts Payable
3380 South 900 West
Salt Lake City, Utah 84119

Alternatively, invoices can be directly sent via email to the following address:
bills@ufa-slco.org

EXHIBIT “C”

TECHNICAL SPECIFICATIONS FROM OFFERORS PROPOSAL ATTACHED

A. General description of work:

The maintenance shall include, but not be limited to, the following:

- Pruning
- Mowing and trimming
- Shaping and training of trees
- Tree pruning
- Shrubs and ground cover- Maintenance and replacement of dead/dying plants
- Removing and controlling weeds
- Controlling plant diseases and pests
- Sprinkler materials
- Maintaining and repairing the sprinkler system
- Removing trash and debris from the premises, including the parking lot, patio area, and dumpster areas
- Placement and maintenance of mulch and weed barrier
- Rodent control
- Other maintenance is required to maintain the property in a safe, attractive, and useable condition

B. Other associated projects:

Other associated projects shall include, but not be limited to, the following

- Xeriscaping
- Weed control of the vacant lot South of the EOC minimum 4x a year
- Tree replacement
- Clean up of tree growth in the retention pond West side of the property

C. Scheduling of Work:

The contractor’s maintenance supervisor shall meet regularly with the Property administrator or designee to discuss the maintenance activities, contract status, condition of the property, reoccurring maintenance problems, problem areas, recommendations to minimize maintenance activities, recommendations to reduce water usage, project costs, and schedule.

As part of the RFP submission, the contractor shall provide a written schedule detailing the fertilization periods and dates as required by the routine maintenance of ground cover, shrub, and tree care.

D. Work Force:

The contractor shall ensure that all work is performed by fully qualified, experienced personnel directly supervised by the contractor.

The Contractor shall be responsible for the skills, methods, appearance, and actions of the Contractor's employees or subcontractors.

The contractor shall correct discrepancies and deficiencies in the work as soon as practical after being notified by the Property administrator or designee and in accordance with the terms and requirements of the Agreement.

E. Materials:

The contractor shall submit a list to the property administrator of all materials that the contractor proposes to use in the execution of their services, including a Safety Data Sheet. The list shall include the material manufacturer's chemical analysis, recommended usage, and other pertinent data.

The following shall apply to the material indicated:

Fertilizers shall be complete, furnishing the required percentage of nitrogen, phosphoric acid, and potash to keep lawns, trees, shrubs, and other plants in healthy and vigorous growing condition. Fertilizers shall be of the best quality and be within industry best practices to ensure the best outcome of the application.

Insecticides, fungicides, herbicides, and rodenticides shall be of the best quality and be within industry best practices to ensure the best application outcome.

Replacement trees, shrubs, ground cover, and other plants shall be of a size, condition, and variety specified by the property administrator.

Before planting, the property administrator shall review and approve the replacement plant materials.

F. Routine Maintenance

All routine maintenance shall be performed to the satisfaction of the Property Administrator. Routine maintenance shall include but not be limited to the following services.

1. Ground cover care
 - a. Edging and detailing
 - b. Ground cover beds shall be maintained within their intended bounds and edged or detailed every two (2) weeks.
 - c. Ground cover shall not be permitted to encroach into lawns, shrubs, adjacent desirable bare areas, wall fixtures, furniture, etc. All sites shall be cleaned following each edging/detailing, including streets (when applicable).

2. Fertilization
 - a. All ground cover beds shall be fertilized using a complete or approved fertilizer minimum of four (4) times per year or as the contractor suggests for optimal care and maintenance of grounds.
3. Renovation
 - a. All ground cover beds shall be thinned and pruned for the health of the planting and the appearance of the site and at other times when directed by the Property Administrator.
4. Cultivation or Mulch
 - a. All bare soil or open areas shall be covered by a minimum of two (2) inches of mulch.
 - b. Areas around plants shall be cultivated every two (2) weeks.
5. Replanting
 - a. The Contractor shall be responsible for the complete removal and replacement of ground cover, at the Contractor's own expense, for any ground cover requiring replacement through normal attrition or due to infestation or to negligence resulting from the Contractor's failure to provide maintenance by the provisions of this agreement.
6. Watering
 - a. All ground cover shall be properly irrigated to maintain a healthy condition as determined by Property Administrator.

G. Shrub Care

All shrubs growing in the work areas shall be pruned as required to maintain plants in a healthy growing condition and to maintain plant growth within reasonable bounds to prevent encroachment of passageways, walks, streets, view of signs, or in any manner deemed objectionable by the Property Administrator. Dead or damaged limbs or branches shall be cleaned with sharp pruning tools with no projections or stubs remaining. Pruning shall be done to permit plants to grow naturally in accordance with their normal growth characteristics, except box hedging may be required on some shrubs, as designated by the Property Administrator. Shear hedging or severe pruning of plants, unless authorized by the Property Administrator, shall not be permitted. Should the Contractor shear hedge or severely prune plants and disfigure or damage the plants, the Contractor shall be responsible for replacing those plants with like kind and size as determined by the Property Administrator.

1. Fertilization
 - a. All shrubs shall be fertilized using a complete or approved fertilizer minimum four (4) times per year.
2. Watering
 - a. All shrubs shall be properly irrigated to maintain a healthy condition.
3. Replanting
 - a. The Contractor shall be responsible for the complete removal and replacement of shrubs, at the Contractor's own expense, for any shrubs requiring replacement through normal attrition, infestation, or to negligence resulting from the Contractor's failure to provide maintenance in accordance with the provisions of this agreement.

G. Tree Care

All trees located on the station grounds are included in routine maintenance and are apart of this Agreement.

1. Pruning

a. All trees within the scope of work shall be maintained to keep the natural integrity and shapes of the trees. This work shall be accomplished in a manner that will ensure that each individual tree is pruned.

b. The Contractor shall remove or prevent encroachment where it blocks vision or CCTV camera view or is considered undesirable by the Property Administrator. Low branches overhanging sidewalks, driveway lanes, and parking areas shall be removed to a height of nine (9) feet above grade. Young trees needing pruning, training, and shaping to develop caliper and a strong structural framework shall allow low branching laterals and or appropriate sucker growth to remain continually as needed, according to the Property Administrator.

2. Staking, Tying, and Guying

a. All trees requiring staking shall be securely staked with approved stakes and rubber cinch ties. Rubber hoses and wires will not be permitted. All stakes shall be set perpendicular to prevailing winds unless designated otherwise by the Property Administrator. Tree stakes shall also be set a consistent distance away from the trunk of the tree (minimum six (6) inches) to reduce abrasion and cell elongation. The tops of all tree stakes shall be removed approximately three (3) inches above the highest tie to reduce abrasion of the main or lateral branches of the tree.

3. Fertilization

a. All trees shall be fertilized using a complete or approved fertilizer a minimum of one (1) time per year or as recommended by the contractor to achieve optimal care and maintenance of trees.

4. Watering

a. All trees shall be properly irrigated to maintain a healthy condition as determined by the Property Administrator.

5. Safety Hazard

a. The Contractor shall bring to the attention of the Property Administrator within twenty-four (24) hours any tree displaying, root heaving or girdling (either by roots or foreign material), leaning, broken or hanging limbs, or any other reason posing a potential safety hazard.

6. Replanting

a. The contractor shall be responsible for the complete removal and replacement of all trees as necessary, as determined by the Property Administrator, including but not limited to girdling trees with string trimmers or tree ties, improper planting of new trees, improper pruning techniques which disfigure or destroy the trees' natural integrity and shape, or failure to detect and prevent treatable diseases and insect infestations. The Contractor shall make replacements in the kind and size of trees determined by the Property Administrator.

H. Weeds, Disease and pest control

1. Weed Control

- a. All landscape and hardscape areas within the specified scope of work (including, but not limited to, shrub and ground cover, planters, tree wells, ornamental bark or rock areas, asphalt, or concrete areas) shall be always kept free of weeds. The complete removal of all weed growth shall be accomplished continuously. Weeds shall be controlled by hand, weed barrier, and approved chemical methods.

2. Disease and Pest Control

- a. The Contractor shall regularly inspect all landscaped areas for disease, insect, or rodent infestation. The Contractor shall advise the Property Administrator within four (4) days after detection of disease, insect, or rodent infestation and the action to be taken. Upon approval of the Property Administrator, the Contractor shall implement approved control measures, following all federal, state, county, and municipal laws, regulations, and ordinances required for the approved work.
- b. Approved control measures shall be continued until the disease, insect, or rodent is controlled to the satisfaction of the Property Administrator. The Contractor shall utilize all safeguards necessary during disease, insect, or rodent control operations to ensure the safety of the public and the Contractor's employees.

I. General maintenance and clean up

1. The Contractor shall collect all clippings, trimmings, cuttings, rubbish, and debris at all work sites and lawfully dispose of the same at the Contractor's expense.
2. All trash and debris shall be removed from all work sites as work is performed.
3. The Contractor shall rake, hand remove, or vacuum leaves not absorbed by planting. This shall be done as often as required to maintain a neat appearance or prevent plants from being smothered by the seasonal leaf drop.
4. After heavy windstorms, the entire area shall be cleaned of litter, fallen branches, etc., which are more than normal amounts.
5. The Contractor shall keep sidewalks and paved areas in the medians swept and cleaned of any dirt or soil that might be washed from adjacent slopes or planted areas.
6. The Contractor shall provide limited construction services to fully perform landscape-related work (saw cuts, concrete, signage, railings, etc.)
7. The Contractor shall provide limited design oversight and consultation services as needed and subject to assent by the contractor.
8. The Contractor shall update all as-built drawings and electronic files annually to reflect all new and relocated landscape-related facilities.
9. The Contractor shall remove all leaves that have fallen and or accumulated in the parking lot curb corners and the parking lot drain inlets.
10. The Contractor shall ensure the gate to the garbage enclosure is closed after dumping trash and debris.
11. The Contractor shall power wash the dumpster and patio area monthly.

J. Other requirements

1. Replacement of Plant Material

- a. The Contractor shall notify the Property Administrator within four (4) days of the loss of plant material due to any cause.
- b. The Contractor shall replace, at the Contractor's own expense, any ground cover, trees, shrubs, or other plant material requiring replacement through normal attrition or due to infestation or to negligence resulting from the Contractor's failure to provide maintenance in accordance with the provisions of this agreement. The size and species of replacement shrubs or ground cover plants shall be consistent with the original landscape plan. The Property Administrator shall approve any exceptions.
- c. the Property Administrator intends to require a high level of quality landscape maintenance compatible with standard practice.
- d. To ensure maximum healthy growth and overall aesthetic appearance of planting in the work area, it may be desirable to replace certain plants. The Property Administrator shall determine the necessity or desirability of such plant replacement.

2. Inspection

- a. The Property Administrator or his or her designee shall inspect the work area to ensure the adequacy of maintenance and that the work method complies with the contract. However, this shall not be construed to relieve the Contractor of the duty to provide continuous inspection of the work area. The Contractor shall immediately correct discrepancies and deficiencies in the work as determined by the Property Administrator.
- b. Contractor shall work with the Property Administrator to develop an Inspection Checklist that the Property Administrator will use to document conformance or nonconformance of the Contractor's work. This checklist will be provided to the Contractor to identify areas requiring corrective action.

3. Emergency Service

- a. Twenty-four (24) hours per day, seven (7) days per week, the Contractor shall be able to receive and respond to the Property Administrator or his or her designee's call for emergency service. Response time shall be less than two (2) hours to remove or eliminate a public safety hazard. The contractor shall provide the Property Administrator with a local telephone number where the Contractor can be contacted twenty-four (24) hours per day, seven (7) days per week.

4. New Maintenance Areas

- a. Additional routine maintenance may be required as outlined in the contract. A written quote for increased charges will be required.

K. IRRIGATION SYSTEM MAINTENANCE

1. General Responsibilities

- a. Irrigation shall be done using automatic sprinkler systems where available and operable; however, failure of the existing irrigation system to provide full and proper coverage shall not relieve the Contractor of the responsibility to provide adequate irrigation with full and proper coverage to all areas in the work site.
- b. Newly planted trees, shrubs, and ground cover shall receive special attention until these plants are established. Adequate water shall be applied to promote

normal healthy growth. Proper berms or basins shall be maintained during the establishment period.

c. Any damages to public or private property resulting from excessive irrigation water or irrigation water runoff shall be charged against the Contractor's payment unless the Contractor makes immediate repairs to the satisfaction of the Property Administrator.

d. The Contractor shall make necessary adjustments to prevent excessive overspray/runoff into street right-of-ways or other areas not intended to receive irrigation. Suppose adjustments to the sprinklers cannot control overspray/runoff. In that case, the contractor shall notify the Property Manager and recommend a replacement sprinkler to reduce or eliminate the overspray/runoff. The Contractor shall replace the sprinkler at the direction of the Property Administrator.

3. Water Conservation

a. The Contractor shall turn off the irrigation system during rainfall and when the suspension of irrigation is desirable to conserve water while remaining within the guidelines of good horticulturally acceptable maintenance practices. When the Property Administrator acknowledges the need to turn on the water again, all controllers shall be activated within twenty-four (24) hours. The contractor shall perform all services in a manner that conserves water use whenever possible to the extent that such conservation does not interfere with the Contractor's maintenance obligations.

4. Inspection and Reporting

a. The Contractor shall physically inspect (by manual or semi-automatically running the Controller) the operation of all systems every week. The Contractor shall maintain all sprinkler systems in such a way as to guarantee proper coverage and full working capability and make whatever adjustments necessary to prevent excessive overspray/runoff into street right-of-ways or other areas not intended to receive irrigation overspray/runoff.

b. A visual inspection of all irrigated areas shall occur more often, but not less than one (1) time per week. All areas receiving marginal coverage shall be irrigated by a portable irrigation method. The Contractor shall furnish all hoses, nozzles, sprinklers, etc., necessary to accomplish this supplementary irrigation. Care shall be exercised to prevent water waste, erosion, and/or detrimental seepage into existing underground improvements or structures.

c. Contractor shall clean and re-set any spray nozzles that have an erratic spray. Any dirt/silt and debris shall be removed, cleaned & reset.

d. Any damage to irrigation system components listed below, resulting from vandalism, vehicle damage, tree roots, or old age, shall be repaired or replaced as part of irrigation system maintenance. The replacement irrigation components shall be new and have the greatest durability and life span. If the Contractor is aware of a newer technology, which would benefit the project, i.e. longer life, increased durability, less overspray, better coverage, reduced water usage, and reduced maintenance, then it should be proposed to the Property Administrator for review and approval before installation.

L. Safety

- a. Contractor shall execute and maintain its work to avoid injury or damage to any person or property.
- b. Contractor shall ensure that their employees are provided with and utilize the proper Personal Protective Equipment (PPE) while performing the work.

M. CHEMICALS TO BE USED

- a. Contractor shall provide a list of all chemicals proposed to be used on the project and shall provide Safety Data Sheets (SDS) for all chemicals.
- b. Contractor shall ensure the field crews carry copies of the MSDS for all chemicals they have while on-site.
- c. Contractor is encouraged to use Bio-degradable or environmentally friendly chemicals.
- e. Contractor shall ensure that all employees are properly trained in using and handling the approved cleaning products/chemicals.
- f. Contractor shall ensure that all employees utilize the proper Personal Protective Equipment (PPE) as specified by the chemical or the Contractor's safety plan.
- g. Contractor must possess all licenses required for the application of chemicals to be used for the work.

ATTACHMENT 3

SAMPLE AGREEMENT



SAMPLE AGREEMENT

Landscape Maintenance and Associated Projects

UNIFIED FIRE AUTHORITY

THIS AGREEMENT is made and entered into as of _____, 2023 by and between UNIFIED FIRE AUTHORITY a political subdivision of the State of Utah, hereinafter "UFA", and _____, a _____, hereinafter "Supplier".

WITNESSETH:

WHEREAS, Supplier desires to provide landscape maintenance and services as described in the attached specifications for UFA;

WHEREAS, UFA desires to engage Supplier for such products and services;

NOW, THEREFORE, in consideration of the promises and covenants hereinafter contained, it is agreed by and between the parties hereto as follows:

1. Supplier agrees to provide landscape maintenance and services as described in the attached specifications described in Exhibits A, B and C attached hereto for a period of 3 years commencing as of the date of execution of this Agreement. UFA may extend this Agreement for 2 additional 1-year renewals, under the same terms and conditions. Notice of time extensions shall be in writing served upon the Supplier by regular mail at least thirty (30) days prior to the expiration of the original term of this Agreement, or any current extension, in order for such extension to be effective. All financial commitments by UFA shall be subject to the availability of funds approved by UFA Board and the limitations on future budget commitments provided under applicable Utah law, including the Utah Constitution.

2. Said provision to provide landscape maintenance and services as described in the attached specifications shall consist of the products and services and requirements listed under Exhibit "A", Scope of Work, attached and incorporated by reference.

3. For such products and services, Supplier shall be paid as specified under Exhibit "B", Price Schedule, attached and incorporated by reference.

4. For such consideration, Supplier shall furnish all materials, supervision, labor and equipment to complete the requirements of this Agreement.

5. Supplier, at its own cost, shall secure and maintain the following minimum insurance coverage:

A. Worker's Compensation sufficient to cover all Suppliers' employees pursuant to Utah State statutes. The certificate and policy shall provide that coverage hereunder shall not be canceled or reduced without at least thirty (30) days prior written notice to UFA.

B. Commercial General Liability insurance with UFA named as an additional insured, in the minimum amount of \$1,000,000 per occurrence with a \$2,500,000 aggregate. The certificate and policy shall provide that coverage thereunder shall not be canceled or modified without at least thirty (30) days prior written notice to UFA.

C. Comprehensive Automobile Liability Insurance including owned, hired and non-owned automobiles, with UFA named as an additional insured, in the minimum amount of \$1,000,000 per occurrence. The certificate and policy shall provide that coverage thereunder shall not be canceled or modified without at least thirty (30) days written notice to UFA.

D. Supplier shall furnish Certificates of Insurance, acceptable to UFA, verifying the foregoing concurrent with the execution hereof and thereafter as required.

E. All policies of insurance provided shall be issued by insurance companies licensed to do business in the State of Utah and shall be either:

(1) Listed in the *Federal Register*, "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds"; or

(2) Rated with an A- or better rating in the most current edition of *Best's Key Rating Guide—Property-Casualty United States*.

F. In the event that governmental immunity limits are subsequently altered by legislation or judicial opinion, the Supplier shall be required to provide a new Certificate of Insurance within thirty (30) days of being notified thereof in writing by UFA, certifying coverage in compliance with the modified limits or, if no new limits are specified, in such an amount as may be acceptable to UFA's Chief Legal Officer.

6. Supplier shall obey all laws, ordinances, regulations and rules of the Federal, State, County and Municipal governments that may be applicable to its operations. Said laws include, but are not limited to, the Equal Employment Opportunity laws, the Fair Labor Standards Act, Occupational Safety & Health Administration (OSHA), and the Americans with Disabilities Act (ADA). Any violation of applicable law shall constitute a breach of this Agreement and Supplier shall hold UFA harmless from any and all liability arising out of, or in

connection with, said violations including any attorney's fees and costs incurred by UFA as a result of such violation.

7 UFA may, in its sole discretion, terminate this Agreement upon ten (10) days prior written notice to Supplier if UFA determines that Supplier's performance is unsatisfactory, or that Supplier has violated any of the terms or provisions of this Agreement; or in the event Supplier becomes insolvent or is named as a Debtor in Bankruptcy. In the event of termination under this paragraph, the Supplier, at UFA's option, shall forfeit as liquidated damages, all performance bonds or other sureties given to UFA under this Agreement. The liquidated damage option shall be in addition to any and all remedies at law or equity, which are available to UFA.

8. If this Agreement is canceled or terminated as provided herein, UFA shall calculate and pay the Supplier on the basis of actual services satisfactorily performed and benefit received.

9 Supplier, for itself, its successors and assigns, as part of the consideration herefore, covenants that no person, solely on the grounds of race, color, national origin, age, sex, religion or non-job related disability, shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the furnishing of services hereunder, unless the characteristic is a bona fide occupational qualification.

10. Supplier agrees to indemnify, save harmless and defend UFA, its officers and employees, from and against all losses, claims, demands, actions, damages, costs, charges and causes of action of every kind or character, including attorney's fees, to the extent they are caused by Supplier's intentionally wrongful, reckless or negligent performance hereunder. If UFA's tender of defense, based upon this indemnity provision, is rejected by Supplier, and Supplier is later found by a court of competent jurisdiction to have been required to indemnify UFA, then in addition to any other remedies UFA may have, Supplier shall pay UFA's reasonable costs, expenses and attorney's fees incurred in proving such indemnification, defending itself or enforcing this provision. Nothing herein shall be construed to require the indemnitor to indemnify the indemnitee against the indemnitee's sole negligence.

11. Supplier represents that it has not: (1) provided an illegal gift or payoff to a UFA officer or employee or former UFA officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly influenced, and hereby promises that it will not knowingly influence, a UFA officer or employee or former UFA officer or employee to breach any of the ethical standards set forth in the conflict of interest policy or any of the provisions of Utah Code Title 67, Chapter 16.

12. Supplier is not an employee of UFA for any purpose whatsoever. The Supplier is an independent contractor at all times during the performance of the services specified.

13. All notices shall be directed to the following address:

Unified Fire Authority:
Fire Chief
3380 South 900 West
Salt Lake City, Utah 84119

With a copy to:
Unified Fire Authority
Chief Legal Officer
3380 South 900 West
Salt Lake City, Utah 84119

14. This Agreement shall not be assigned by either party without the prior written consent of the other party.

15. Supplier's obligations are solely to UFA and UFA's obligations are solely to Supplier. This Agreement shall confer no third party rights whatsoever.

16. This Agreement embodies the entire Agreement between the parties and shall not be altered except in writing signed by both parties.

17. The total Agreement between the parties shall consist of:

- a. This Agreement.
- b. UFA's Request for Proposals and the attachments thereto, including all specifications.
- c. Offeror's response to the Request for Proposals.

In the event of any ambiguity in this Agreement or inconsistency between the documents, the ambiguity or inconsistency shall be resolved by giving interpretive priority to 18(a), (b) and (c) in that order.

18. This Agreement shall be enforced in and governed by the laws of the State of Utah.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals the day and year first above written.

UNIFIED FIRE AUTHORITY

By _____

Title _____

SUPPLIER

By _____

Title _____

EXHIBIT "A"

SCOPE OF WORK

Landscape Maintenance and Associated Projects

I. GENERAL

1. Supplier, if doing business under an assumed name, i.e. an Individual, Association, Partnership, Corporation, or otherwise, shall be registered with the Utah State Division of Corporations and Commercial Code.

NOTE: Forms and information on how to get registered may be obtained by calling (801) 530-4849 or by accessing www.commerce.state.ut.us

2. Supplier shall assume full responsibility for damage to UFA property caused by Supplier's employees or equipment as determined by designated UFA personnel.
3. Supplier shall be solely responsible for the safety of Supplier's employees and others relative to Supplier's work, work procedures, material, equipment, transportation, signage and related activities and equipment.
4. Supplier shall possess and keep in force all licenses and permits required to perform the services of this Agreement.

II. RESPONSIBILITIES OF THE SUPPLIER

The responsibilities of the Supplier include, but shall not be limited to, the following.

3. Provide landscape maintenance and associated services as defined in EXHIBITS A, B and C attached hereto.
4. Except as provided in the following "Note", the supplier shall currently own and operate a place of business that shall be devoted to landscape maintenance and services that they propose to furnish. Said place must be adequately equipped and staffed to produce landscape maintenance and associated projects.

NOTE: In the event that offer is submitted by a distributor or offeror other than a direct manufacturer, a certificate of compliance executed by the manufacturer must be approved by UFA. Said certificate shall state that the offeror is an authorized distributor of the manufacturer and that the re-design offered will be built in compliance with the specifications set forth in this solicitation.

EXHIBIT "B"

PRICE SCHEDULE

Landscape Maintenance and Associated Projects

I. GENERAL

1. Prices listed on the fee proposal should include all costs associated with the performance of the services specified, including materials, supervision, labor, transportation, delivery, and related costs. No other charges shall be allowed if not listed on the fee proposal.
2. UFA is exempt from sales, use and federal excise taxes on these products and/or services. Exemption certificates shall be furnished upon request.
3. Prices stated shall be firm for the term of this Agreement. Requests for price adjustment thereafter shall follow requirements specified in Paragraph III, Option Renewal Period Price Adjustment.

II. PRICING

1. Pricing to be consistent with that presented in the proposal, with the ability of minor pricing adjustments, due to changes of an unforeseen nature that are agreed upon by UFA and Supplier.

III. OPTION RENEWAL PERIOD PRICE ADJUSTMENT

1. Prices stated are firm for the term of this Agreement. If this Agreement is extended for additional option periods, adjustments may be made, however, any request for adjustment shall be made by Supplier between the sixtieth (60th) and fortieth (40th) day prior to the extension date. Supplier shall calculate and make a request of UFA that the prices for the next renewal year be increased by the lesser of five percent (5%), or the same percentage increase, if any, in the latest published Consumer Price Index, All Urban Consumers (CPI-U), "US UFA Average" published by the Bureau of Labor Statistics of the US Federal Government. If publication of said CPI index should cease, such percentage increase shall be determined by reference to a similar index, or as agreed upon by the parties. UFA shall notify Supplier of its decision within fifteen (15) days of receiving Supplier's request.

IV. INVOICING AND PAYMENT

1. After acceptance of the final landscape maintenance and associated projects UFA shall make payment to Supplier for all services performed by Supplier pursuant to this Agreement. Supplier shall submit a copy of the work order and written invoice, in duplicate, for services rendered and UFA shall pay the invoiced fee within thirty (30) days.

Invoices shall be submitted to: Unified Fire Authority
Attn: Accounts Payable
3380 South 900 West
Salt Lake City, Utah 84119

Alternately, invoices can be directly sent via email to the following address:
bills@ufa-slco.org

EXHIBITS “C”

TECHNICAL SPECIFICATIONS FROM OFFERORS PROPOSAL ATTACHED

H. General description of work :

The maintenance shall include, but not be limited to, the following:

- Pruning
- Mowing and trimming
- Shaping and training of trees
- Tree pruning
- Shrubs and ground cover- Maintenance and replacement of dead/dying plants
- Removing and controlling weeds
- Controlling plant diseases and pests
- Sprinkler materials
- Maintaining and repairing sprinkler system
- Removing trash and debris from premises including parking lot
- Placement and maintenance of mulch and weed barrier
- Rodent control
- Other maintenance required to maintain the property in a safe, attractive and useable condition

I. Other associated projects:

Other associated projects shall include, but not be limited to, the following

- Xeriscaping
- Weed control of the vacant lot South of the EOC
- Tree replacement

J. Scheduling of Work:

Contractor’s maintenance supervisor shall meet once a month with the Property administrator or designee to discuss the maintenance activities, contract status, condition of the property, reoccurring maintenance problems, problem areas, recommendations to minimize maintenance activities, recommendations to reduce water usage, project costs, and schedule.

The contractor shall provide as part of the RFP submission a written schedule detailing the fertilization periods and dates as required by the routine maintenance of ground cover, shrub and tree care.

K. Work Force:

The contractor shall insure that all work is performed by fully qualified, experienced personnel, directly supervised by the contractor.

The Contractor shall be responsible for the skills, methods, appearance and action of the Contractor's employees or subcontractors.

The contractor shall correct discrepancies and deficiencies in the work as soon as practical after being notified by the Property administrator, or designee, and in accordance with the terms and requirements of the Agreement.

L. Materials:

The contractor shall submit a list to the property administrator of all materials that the contractor proposes to use in the execution of their services including a Material Safety Data Sheet. The list shall include the chemical analysis, recommended usage and any other pertinent data by the manufacturer of the material.

The following shall apply to the material indicated:

Fertilizers shall be complete, furnishing the required percentage of nitrogen, phosphoric acid and potash to keep lawns, trees, shrubs, and other plants in healthy and vigorous growing condition. Fertilizers shall be of the best quality and be with in industry best practices to insure best outcome of application.

Insecticides, fungicides, herbicides, and rodenticides shall be of the best quality and be with in industry best practices to insure best outcome of application.

Replacement trees, shrubs, ground cover and other plants shall be of a size, condition and variety specified by the property administrator.

Prior to planting the property administrator shall review and approve the replacement plant materials.

M. Routine Maintenance

All routine maintenance shall be performed to the satisfaction of the Property Administrator. Routine maintenance shall include but not be limited to the following services;

1. Ground cover care
 - a. Edging and detailing
 - b. Ground cover beds shall be maintained within their intended bounds, and edged or detailed every two (2) weeks.
 - c. Ground cover shall not be permitted to encroach into lawns, shrubs, adjacent desirable bare areas, wall fixtures, furniture, etc. All sites shall be cleaned following each edging/detailing, including streets (when applicable).

2. Fertilization
 - a. All ground cover beds shall be fertilized using a complete or approved fertilizer minimum of four (4) times per year or as suggested by contractor for optimal care and maintenance of grounds.
3. Renovation
 - a. All ground cover beds shall be thinned and pruned for the health of the planting and the appearance of the site, and at such other times when directed by the Property Administrator.
4. Cultivation or Mulch
 - a. All bare soil or open areas shall be covered by a minimum of two (2) inches of mulch.
 - b. Areas around plants shall be cultivated every two (2) weeks.
5. Replanting
 - a. The Contractor shall be responsible for the complete removal and replacement of ground cover, at Contractor's own expense, for any ground cover requiring replacement through normal attrition or due to infestation or to negligence resulting from Contractor's failure to provide maintenance in accordance with the provisions of this agreement.
6. Watering
 - a. All ground cover shall be properly irrigated to maintain a healthy condition as determined by Property Administrator.

G. Shrub Care

All shrubs growing in the work areas shall be pruned as required, to maintain plants in a healthy growing condition and to maintain plant growth within reasonable bounds to prevent encroachment of passageways, walks, streets, view of signs or in any manner deemed objectionable by the Property Administrator. Dead or damaged limbs or branches shall be made clean with sharp pruning tools with no projections or stubs remaining. Pruning shall be done in a manner to permit plants to grow naturally in accordance with their normal growth characteristics except box hedging may be required on some shrubs, as designated by the Property Administrator. Shear hedging or severe pruning of plants, unless authorized by the Property Administrator, shall not be permitted. Should the Contractor shear hedge or severely prune plants and disfigure or damage the plants, the Contractor shall be responsible to replace those plants with like kind and size as determined by the Property Administrator.

1. Fertilization
 - a. All shrubs shall be fertilized using a complete or approved fertilizer minimum four (4) times per year.
2. Watering
 - a. All shrubs shall be properly irrigated to maintain a healthy condition.
3. Replanting
 - a. The Contractor shall be responsible for the complete removal and replacement of shrubs, at Contractor's own expense, for any shrubs requiring replacement through normal attrition or due to infestation or to negligence resulting from Contractor's failure to provide maintenance in accordance with the provisions of this agreement.

N. Tree Care

All trees located on the station grounds are included in routine maintenance and are apart of this Agreement.

1. Pruning

a. All trees within the scope of work shall be maintained to keep the natural integrity and shapes of the trees. This work shall be accomplished in a manner, which will ensure that each individual tree is pruned.

b. The Contractor shall remove or prevent encroachment where it blocks vision, CCTV camera view or is considered undesirable by the Property Administrator. Low branches overhanging sidewalks, driveway lanes and parking areas shall be removed to a height of nine (9) feet above grade. Young trees needing pruning, training, and shaping to develop caliper and a strong structural framework shall allow low branching laterals and or appropriate sucker growth to remain on a continuing basis as needed according to the Property Administrator.

2. Staking, Tying and Guying

a. All trees requiring staking shall be securely staked at all times with approved stakes and rubber cinch ties. Rubber hoses and wire will not be permitted. All stakes shall be set perpendicular to prevailing winds unless designated otherwise by the Property Administrator. Tree stakes shall also be set a consistent distance away from the trunk of the tree (minimum six (6) inches) to reduce abrasion and cell elongation. The tops of all tree stakes shall be removed approximately three (3) inches above the highest tie to reduce abrasion of main or lateral branches of the tree.

3. Fertilization

a. All trees shall be fertilized using a complete or approved fertilizer a minimum of one (1) time per year, or as recommended by contractor to achieve optimal care and maintenance of trees.

4. Watering

a. All trees shall be properly irrigated to maintain a healthy condition as determined by the Property Administrator.

5. Safety Hazard

a. The Contractor shall bring to the attention of the Property Administrator within twenty four (24) hours any tree displaying, root heaving or girdling (either by roots or a foreign material), leaning, broken or hanging limbs, or any other reason posing a potential safety hazard.

6. Replanting

a. The contractor shall be responsible for the complete removal and replacement of any and all trees as necessary, as determined by the Property Administrator, including but not limited to, girdling trees with string trimmers or tree ties, improper planting of new trees, improper pruning techniques which disfigure or destroy the trees' natural integrity and shape, or failure to detect and prevent treatable diseases and insect infestations. Replacement shall be made by the Contractor in the kind and size of trees determined by the Property Administrator.

H. Weeds, Disease and pest control

2. Weed Control

- b. All landscape and hardscape areas within the specified scope of work (including, but not limited to, shrub and ground cover, planters, tree wells, ornamental bark or rock areas, asphalt or concrete areas) shall be kept free of weeds at all times. The complete removal of all weed growth shall be accomplished on a continuing basis. Weeds shall be controlled by hand, weed barrier, and approved chemical methods.

2. Disease and Pest Control

- a. The Contractor shall regularly inspect all landscaped areas for presence of disease, insect or rodent infestation. The Contractor shall advise the Property Administrator within four (4) days after detection of disease, insect or rodent infestation, and the action to be taken. Upon approval of the Property Administrator, the Contractor shall implement approved control measures, following all federal, state, county, and municipal laws, regulations and ordinances required for the approved work.
- b. Approved control measures shall be continued until the disease, insect or rodent is controlled to the satisfaction of the Property Administrator. The Contractor shall utilize all safeguards necessary during disease, insect or rodent control operations to ensure safety of the public and the employees of the Contractor.

I. General maintenance and clean up

1. The Contractor shall collect all clippings, trimmings, cuttings, rubbish and debris at all work sites and dispose of same in a lawful manner at the Contractor's expense.
2. All trash and debris shall be removed from all work sites as work is being performed.
3. The Contractor shall rake, hand remove, or vacuum leaves that are not absorbed by planting. This shall be done as often as required to maintain a neat appearance, or prevent plants from being smothered by seasonal leaf drop.
4. After heavy windstorms, the entire area shall be cleaned of litter, fallen branches, etc., which are in excess of normal amounts.
5. The Contractor shall keep sidewalks and paved areas in the medians swept and cleaned of any dirt or soil that might be washed from adjacent slopes or planted areas.
6. The Contractor shall provide limited construction services necessary to fully perform necessary landscape related work (saw cuts, concrete, signage, railings, etc.)
7. The Contractor shall provide limited design oversight and consultation services as needed and subject to assent by the contractor.
8. The Contractor shall update all as-built drawing and electronic files at least annually to reflect all new and relocated landscape-related facilities.
9. The Contractor shall remove all leaves that have fallen and or accumulated in the parking lot curb corners and in the parking lot drain inlets.
10. The Contractor shall make sure the gate to the garbage enclosure is closed after dumping trash and debris.

J. Other requirements

1. Replacement of Plant Material

- a. The Contractor shall notify the Property Administrator within four (4) days of the loss of plant material due to any cause.
- b. The Contractor shall remove shrub or ground cover, which is damaged or lost due to any cause at no cost.
- c. The Contractor shall replace, at Contractor's own expense, any ground cover, trees, shrubs, or other plant material requiring replacement through normal attrition or due to infestation or to negligence resulting from Contractor's failure to provide maintenance in accordance with the provisions of this agreement. The size and species of replacement shrubs or ground cover plants shall be consistent with the original landscape plan. The Property Administrator shall approve any exceptions.
- d. It is the intention of the Property Administrator to require a high level of quality in landscape maintenance compatible with standard practice.
- e. In order to ensure maximum healthy growth and overall aesthetic appearance of planting in the work area, it may be desirable to replace certain plants. The Property Administrator shall determine the necessity or desirability of such plant replacement.

2. Inspection

- a. The Property Administrator or his or her designee shall inspect the work area to ensure adequacy of maintenance and that methods of performing the work are in compliance with the contract. However, this shall not be construed to relieve the Contractor of the duty to provide continuous inspection of the work area. The Contractor shall correct discrepancies and deficiencies in the work immediately as determined by the Property Administrator.
- b. Contractor shall work with the Property Administrator to develop an Inspection Checklist that will be used by the Property Administrator to document conformance or nonconformance of the Contractors work. This checklist will be provided to the Contractor to identify areas requiring corrective action.

3. Emergency Service

- a. Twenty-four (24) hours per day, seven (7) days per week, the Contractor shall be able to receive and respond to the Property Administrator or his or her designee's call for emergency service. Response time shall be less than two (2) hours to remove or eliminate a public safety hazard. Contractor shall provide the Property Administrator with a local telephone number where Contractor can be contacted twenty-four (24) hours per day, seven (7) days per week.

4. New Maintenance Areas

- a. Additional routine maintenance may be required as set forth in the contract. Written quote for increased charges will be required.

K. IRRIGATION SYSTEM MAINTENANCE

1. General Responsibilities

- a. Irrigation shall be done by the use of automatic sprinkler systems where available and operable; however, failure of the existing irrigation system to provide full and proper coverage shall not relieve the Contractor of the

responsibility to provide adequate irrigation with full and proper coverage to all areas in the work site.

b. Newly planted-trees, shrubs, and ground cover shall receive special attention until these plants are established. Adequate water shall be applied to promote normal healthy growth. Proper berms or basins shall be maintained during the establishment period.

c. Any damages to public or private property resulting from excessive irrigation water or irrigation water runoff shall be charged against the Contractor's payment unless immediate repairs are made by the Contractor to the satisfaction of the Property Administrator.

d. The Contractor shall make whatever adjustments necessary to prevent excessive overspray/runoff into street right-of-ways or other areas not intended to receive irrigation. If overspray/runoff cannot be controlled by adjustments to the sprinklers, the contractor shall notify the Property Manager and recommend a replacement sprinkler which will reduce or eliminate the overspray/runoff. The Contractor shall replace the sprinkler at the direction of the Property Administrator.

3. Water Conservation

a. The Contractor shall turn off the irrigation system during periods of rainfall and times when suspension of irrigation is desirable to conserve water while remaining within the guidelines of good horticulturally acceptable maintenance practices. When the Property Administrator acknowledges the necessity to turn on the water once again, all controllers shall be activated within twenty-four (24) hours. Contractor shall perform all services in a manner which conserves the use of water whenever possible to the extent that such conservation does not interfere with the Contractor's maintenance obligations.

4. Inspection and Reporting

a. The Contractor shall physically inspect (by manual or semi-automatically running the Controller) the operation of all systems on a weekly basis. The Contractor shall maintain all sprinkler systems in such a way as to guarantee proper coverage and full working capability, and make whatever adjustments necessary to prevent excessive overspray/runoff into street right-of-ways or other areas not intended to receive irrigation overspray/runoff.

b. A visual inspection of all irrigated areas shall occur, more often, but not less than one (1) time per week. All areas receiving marginal coverage shall be irrigated by a portable irrigation method. The Contractor shall furnish all hoses, nozzles, sprinklers, etc., necessary to accomplish this supplementary irrigation. Care shall be exercised to prevent a waste of water, erosion, and/or detrimental seepage into existing underground improvements or structures.

c. Contractor shall clean and re-set any spray nozzles that have an erratic spray. Any dirt/silt and debris shall be removed, cleaned & reset.

d. Any damage to irrigation system components listed below, resulting from vandalism, vehicle damage, tree roots or old age shall be repaired or replaced as part of irrigation system maintenance. The replacement irrigation components shall be new and have the greatest durability and life span available. If the Contractor is aware of a newer technology, which would result in a benefit to the project i.e. longer life, increased durability, less overspray, better coverage,

reduced water usage, reduced maintenance, then it should be proposed to the Property Administrator for review and approval prior to installation.

L. Safety

- a. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property.
- b. Contractor shall ensure that their employees are provided with and utilize the proper Personal Protective Equipment (PPE) while performing the work.

M. CHEMICALS TO BE USED

- a. Contractor shall provide a list of all chemicals that are proposed to be used on the project and shall provide Material Safety Data Sheets (MSDS) for all chemicals.
- b. Contractor shall ensure the field crews carry copies of the MSDS for all chemicals they have while on-site.
- c. Contractor is encouraged to use Bio-degradable or environmentally friendly chemicals.
- e. Contractor shall ensure that all employees are properly trained in the use and handling of the approved cleaning products/chemicals.
- f. Contractor shall ensure that all employees utilize the proper Personal Protective Equipment (PPE) as specified by the chemical or the Contractor's safety plan.
- g. Contractor must possess any and all licenses required for the application of chemicals to be used for the work.