



CONTRACT/GRANT INFORMATION SHEET

Date: 9/2/2014	
Staff's Name: Don Clark	Department: Community Services dept.
Vendor's Name: Valley Crest Tree Care Services #1317	
Address: 2902 East Illini St.	
Phone: 602-276-5900	
Received W9 (if applicable):	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N
Business License # (if applicable):	Exp. Date: Click here to enter a date.

ACCOUNTING SUMMARY	Org	Object	Project/#	\$
Accounting Code:	GEPL	6418		13,954
Accounting Code:				

CONTRACT SUMMARY

Contract Number Assigned:	2015-129		
Contract Total:	13,954		
Brief Description of Service:	Tree trimming 165 desert hardwood trees at Golden Eagle Park		
Contract Beginning Date:	8/28/2014		
Contract Expiration Date:	6/30/2015		
Budgeted Expenditure:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Budget Page #:	48		
Approved by Council:	<input checked="" type="checkbox"/> Yes; Date: 6/30/2014	<input type="checkbox"/> No	
Insurance Certificate provided:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Estimate Start Date:	9/8/2014		
Estimate Completion Date:	9/19/2014		

GRANT SUMMARY

Paid for by Grant:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Name of Grantee:		
Grant Number Assigned:		
Date Council Approved:		

12015-179



AEW# 71614745
Client #
300/330 13954 / 0

Park Tree Prune- 2014 Tree Care Services Proposal

Customer Name	Town of Fountain Hills	Jobsite Name	Park Tree Prune- 2014
Customer Phone	(602) 721-6441	Jobsite Address	16705 E Avenue of the Fountains
Customer E-Mail	cbutterfield@fh.az.gov	Jobsite City, St, Zip	Fountain Hills, AZ 85268
Billing Address	16705 E Avenue of the Fountains	Jobsite Contact	Chance Butterfield
Billing City, St, Zip	Fountain Hills, AZ 85268	Jobsite Contact Phone	(602) 721-6441

Tree Species	Quantity	Service	Estimated Cost
Assorted	165	Thin to allow airflow - Remove deadwood as needed - Clear over walkways, parking lots as needed - Clear from fencing to 4 feet - Remove suckers and all broken limbs - Clean up stubs for proper healing - Remove dead trees	\$13,354

Items Included in this price

- | | | | |
|--|-------------------------------------|----------------------|-------------------------------------|
| Jobsite clean-up and debris disposal | <input checked="" type="checkbox"/> | All materials | <input checked="" type="checkbox"/> |
| City ordinances for noise and traffic blockage researched and followed | <input checked="" type="checkbox"/> | All applicable taxes | <input checked="" type="checkbox"/> |
| Company-supplied, regularly-maintained tools and equipment | <input checked="" type="checkbox"/> | Drive time | <input checked="" type="checkbox"/> |

Subtotal	\$13,354
Green Waste Disposal	\$600

2902 East Illini St Phoenix, AZ 85040
 Phone (602) 276-5900 Fax (602) 276-8191
 www.treecareservices.com

Total Proposed Cost	\$13,954
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THIS IS NOT AN INVOICE

ValleyCrest Tree Care Services

Terms & Conditions

1. **Bid Specifications:** The Contractor shall recognize and perform in accordance with only written terms, specifications, and drawings contained or referred to herein. All materials shall conform to bid specifications.
2. **Work Force:** Contractor shall designate a qualified representative with experience in tree management. The work force shall be presentable at all times. All employees shall be competent and qualified and shall be legally authorized to work in the U.S.
3. **Tree & Stump Removal:** Trees removed will be cut as close to the ground as possible based on conditions near to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete or brick filled trunks, metal rods, etc. If requested, mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Client/Owner. Defined backfill and landscape material may be specified. Client/Owner shall be responsible for contacting Underground Service Alert to locate underground utility lines prior to start of work. ValleyCrest Tree Care Services is not responsible for damage done to underground utilities such as, but not limited to, cables, wires, pipes, and irrigation parts. ValleyCrest Tree Care Services will repair damaged irrigation lines at the Client/Owner's expense.
4. **Scheduling of Work:** If the jobsite conditions materially change from the time of approval of this proposal to the time the work starts, such that the job costs are adversely changed, this proposal is null and void. Scheduling of work is dependent on weather conditions and workloads. Our office will call the day prior to the work being done, unless other arrangements are made.
5. **Work Hours:** Any work, including emergency work, overtime and weekend work performed outside of the normal working hours (Monday-Friday between 6:30 a.m. and 2:30 p.m.) shall be billed at overtime rates. Use of power equipment will commence at 7:00 a.m., unless otherwise specified in the scope of work. Additional charges will be applied if crews cannot use power equipment by 9:00 a.m.
6. **License and Permits:** Contractor shall maintain a Landscape Contractor's license if required by State or local law and will comply with all other license and permit requirements of relevant city, state and federal governments, as well as all other requirements of law.
7. **Taxes:** Contractor agrees to pay all applicable taxes, including sales taxes on material supplied, where applicable.
8. **Insurance:** Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Client/Owner, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with a \$1,000,000 limit of liability.
9. **Liability:** Contractor shall indemnify the Client/Owner and its agents and employees from and against any liabilities that arise out of Contractor's work to the extent such liabilities are adjudicated to have been caused by Contractor's negligence or willful misconduct. Contractor shall not be liable for any damage that occurs from acts of God. Acts of God are defined as those caused by windstorm, hail, fire, flood, earthquake, hurricane and freezing, etc. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this agreement within sixty (60) days. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Client/Owner or not under Client/Owner management and control shall be the sole responsibility of Client/Owner.
10. **Waiver of Liability:** Requests for crown thinning in excess of twenty-five percent (25%), or work not in accordance with ISA (International Society of Arboricultural) standards will require a signed waiver of liability.
11. **Subcontractors:** Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
12. **Additional Services:** Any additional work not specified in the signed written proposal that involves additional costs will be executed only upon signed written order and will become an extra charge over and above the estimate.
13. **Access to Job Site:** Client/Owner shall provide all utilities to perform the work. Client/Owner shall furnish access to all parts of the job site where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the owner makes the site available for performance of the work.
14. **Invoicing:** Client/Owner shall make payment to Contractor within fifteen (15) days of receipt of invoice.
15. **Cancellation:** Notice of cancellation of work must be received in writing before the crew is dispatched to their location or Client/Owner will be liable for a minimum travel charge of \$150.00 and billed to Client/Owner.
16. **Assignment:** The Client/Owner and the Contractor, respectively, bind themselves, their partners, successors, assignees and legal representatives to the other party with respect to all covenants of this Contract. In the event of sale or transfer of Client/Owner's interest in its business and/or the property which is the subject of this agreement, Client/Owner must first obtain the written consent of Contractor for the assignment of any interest in this agreement to be effective.
17. **Disclaimer:** This proposal for tree care services was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. The work performed by ValleyCrest Tree Care Services is intended to reduce the chances of tree failure and any corresponding property liabilities, in addition to enhancing aesthetic value but is not a guarantee. We cannot be held responsible for unknown or otherwise hidden defects of your trees, which may fail in the future. The corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Owner. If the Client/Owner must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Client/Owner directly to the designer involved.

Acceptance of this Proposal

Contractor is authorized to perform the work stated on the face of this proposal. Payment will be 100% due at time of billing. If payment has not been received by ValleyCrest Tree Care Services within fifteen (15) days after billing, ValleyCrest Tree Care Services shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Client/Owner. Interest at a per annum rate of 1% per month, or the highest rate permitted by law, will be charged on unpaid balance 45 days after billing.

NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY.

Customer

Ken Buchanan Town Manager
 Signature Title
Ken Buchanan 8-28-14
 Printed Name Date

ValleyCrest Tree Care Services

David Rhine Certified Arborist
 Signature Title
David Rhine July 15, 2014
 Printed Name Date

**ADDENDUM TO
TREE CARE SERVICE PROPOSAL
BETWEEN
VALLEYCREST LANDSCAPE MAINTENANCE, INC.
d/b/a VALLEYCREST TREE CARE SERVICES
AND
THE TOWN OF FOUNTAIN HILLS**

This ADDENDUM (“Addendum”) modifies the Proposal (the “Original Agreement”), executed contemporaneously with this Addendum and entered into between ValleyCrest Landscape Maintenance, Inc., an Arizona corporation, d/b/a ValleyCrest Tree Care Services (“Contractor”) and the Town of Fountain Hills, Arizona, an Arizona municipal corporation (“Client/Owner”). All of the capitalized terms not otherwise defined in this Addendum have the same respective meanings as contained in the Original Agreement. The following provisions modify or replace sections of the Original Agreement and add additional sections to the Original Agreement. The sections of the Original Agreement that are not expressly modified or replaced by this Addendum shall remain in effect pursuant to their terms. The Original Agreement and this Addendum are collectively referred to herein as the “Agreement.”

AGREEMENT

1. **Section 3 of the Terms and Conditions Section of the Original Agreement is hereby amended as follows:**

3. **Tree & Stump Removal.** Trees removed will be cut as close to the ground as possible based on conditions near to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete or brick filled trunks, metal rods, etc. If requested, mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Client/Owner. Defined backfill and landscape material may be specified. Client/Owner shall be responsible for contacting Underground Service Alert to locate underground utility lines prior to start of work. ValleyCrest Tree Care Services is not responsible for damage done to underground utilities such as, but not limited to, cables, wires, pipes, and irrigation parts, UNLESS CAUSED BY THE NEGLIGENT OR WILLFUL MISCONDUCT OF VALLEYCREST TREE CARE SERVICES, ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS. ValleyCrest Tree Care Services will repair damaged irrigation lines at the Client/Owner’s expense.

2. **Section 14 of the Terms and Conditions Section of the Original Agreement is hereby amended as follows:**

14. **Invoicing.** Client/Owner shall make payment to Contractor within ~~fifteen~~ **(15) THIRTY (30)** days of receipt of invoice.

3. **Section 16 of the Terms and Conditions Section of the Original Agreement is hereby amended as follows:**

16. Assignment. The Client/Owner and the Contractor, respectively, bind themselves, their partners, successors, assignees and legal representatives to the other party with respect to all covenants of this Contract. ~~In the event of sale or transfer of Client/Owner's interest in its business and/or the property which is the subject of this agreement, Client/Owner must first obtain the written consent of Contractor of the assignment of any interest in this agreement to be effective.~~ NO RIGHT OR INTEREST IN THIS AGREEMENT MAY ASSIGNED OR DELEGATED BY THE CLIENT/OWNER OR THE CONTRACTOR WITHOUT PRIOR, WRITTEN PERMISSION SIGNED BY PERSONS DULY AUTHORIZED TO ENTER INTO CONTRACTS ON BEHALF OF THE CLIENT/OWNER AND THE CONTRACTOR.

4. **A new Section 18, Conflict of Interest, is hereby added to the Terms and Conditions Section of the Original Agreement as follows:**

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

5. **A new Section 19, E-Verify Requirements, is hereby added to the Terms and Conditions Section of the Original Agreement to read as follows:**

19. E-Verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, 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 subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the Client/Owner. The Client/Owner retains the legal right to randomly inspect the papers and records of Contractor and its subcontractors who work on the Agreement to ensure that Contractor and its subcontractors are complying with the above-mentioned warranty.

6. **A new Section 20, Agreement Subject to Appropriation, is hereby added to the Terms and Conditions Section of the Original Agreement to read as follows:**

20. Agreement Subject to Appropriation. The Client/Owner 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 Client/Owner's then current fiscal year. The Client/Owner's obligations under this Agreement are current expenses subject

to the “budget law” and the unfettered legislative discretion of the Client/Owner concerning budgeted purposes and appropriation of funds. Should the Client/Owner 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 Client/Owner shall be relieved of any subsequent obligation under this Agreement. The parties agree that the Client/Owner has no obligation or duty of good faith to budget or appropriate the payment of the Client/Owner’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 Client/Owner shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The Client/Owner shall keep Contractor informed as to the availability of funds for this Agreement. The obligation of the Client/Owner to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the Client/Owner. Contractor hereby waives any and all rights to bring any claim against the Client/Owner from or relating in any way to the Client/Owner’s termination of this Agreement pursuant to this section.

7. A new Section 21, Conflicting Terms, is hereby added to the Terms and Conditions Section of the Original Agreement to read as follows:

21. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity between this Addendum and the Original Agreement, the Addendum shall govern.

8. A new Section 22, Counterparts, is hereby added to the Terms and Conditions Section of the Original Agreement to read as follows:

22. Counterparts. This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed original hereof.

9. The Acceptance of this Proposal paragraph of the Terms and Conditions Section of the Original Agreement is hereby amended as follows:

Acceptance of this Proposal. Contractor is authorized to perform the work stated on the face of this proposal. Payment will be 100% due at time of billing. If payment has not been received by ValleyCrest Tree Care Services within ~~fifteen~~ THIRTY (15) (30) days after billing, ValleyCrest Tree Care Services shall be entitled to all costs of collection, including reasonable attorneys’ fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Client/Owner. Interest at a per annum rate of 1% per month, or the highest rate permitted by law, will be charged on unpaid balance 45 days after billing.

[SIGNATURES ON FOLLOWING PAGES]

“Client/Owner”

TOWN OF FOUNTAIN HILLS,
an Arizona municipal corporation

Kenneth W. Buchanan
Kenneth W. Buchanan, Town Manager

ATTEST:

Bevelyn J. Bender
Bevelyn J. Bender, Town Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On Aug. 28, 2014, before me personally appeared Kenneth W. Buchanan, the Town Manager of the TOWN OF FOUNTAIN HILLS, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the Town of Fountain Hills.

Heather Ware
Notary Public

(Affix notary seal here)

