



City Clerk Document No. _____

City Council Meeting Date: August 18, 2022

**CITY OF CHANDLER SERVICES AGREEMENT
LANDSCAPE SERVICES AREAS 1-4
CITY OF CHANDLER AGREEMENT NO. PW2-988-4516**

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and BrightView Landscape Services, Inc., a Pennsylvania Corporation (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____, 2022 (Effective Date).

RECITALS

A. City proposes to provide landscape services as more fully described in Exhibit A, which is attached to and made a part of this Agreement by this reference.

B. Contractor is ready, willing, and able to provide the services described in Exhibit A for the compensation and fees set forth and as described in Exhibit B, which is attached to and made a part of this Agreement by this reference.

C. City desires to contract with the Contractor to provide these services under the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual promises contained in this Agreement, City and Contractor agree as follows:

SECTION I: DEFINITIONS

For purposes of this Agreement, the following definitions apply:

Agreement means the legal agreement executed between the City and the Contractor

City means the City of Chandler, Arizona

Contractor means the individual, partnership, or corporation named in the Agreement

Days means calendar days

May, Should means something that is not mandatory but permissible

Shall, Will, Must means a mandatory requirement

SECTION II: CONTRACTOR'S SERVICES

Contractor must perform the services described in Exhibit A to the City's satisfaction within the terms and conditions of this Agreement and within the care and skill that a person who provides similar services in Chandler, Arizona exercises under similar conditions. All work or services furnished by Contractor under this Agreement must be performed in a skilled and workmanlike manner. Unless authorized by the City in writing, all fixtures, furnishings, and equipment furnished by Contractor as part of the work or services under this Agreement must be new, or the latest model, and of the most suitable grade and quality for the intended purpose of the work or service.

SECTION III: PERIOD OF SERVICE

Contractor must perform the services described in Exhibit A for the term of this Agreement.

The term of the Agreement is One year, and begins on August 22, 2022 and ends on August 21, 2023 unless sooner terminated in accordance with the provisions of this Agreement. The City and the Contractor may mutually agree to extend the Agreement for up to FOUR additional terms of ONE year each, or portions thereof. The City reserves the right, at its sole discretion, to extend the Agreement for up to 60 days beyond the expiration of any extension term.

SECTION IV: PAYMENT OF COMPENSATION AND FEES

Unless amended in writing by the Parties, Contractor's compensation and fees as more fully described in Exhibit B for performance of the services approved and accepted by the City under this Agreement must not exceed \$2,653,290. Contractor must submit requests for payment for services approved and accepted during the previous billing period and must include, as applicable, detailed invoices and receipts, a narrative description of the tasks accomplished during the billing period, a list of any deliverables submitted, and any subcontractor's or supplier's actual requests for payment plus similar narrative and listing of their work. Payment for those services negotiated as a lump sum will be made in accordance with the percentage of the work completed during the preceding billing period. Services negotiated as a not-to-exceed fee will be paid in accordance with the work completed on the service during the preceding month. All requests for payment must be submitted to the City for review and approval. The City will make payment for approved and accepted services within 30 days of the City's receipt of the request for payment. Contractor bears all responsibility and liability for any and all tax obligations that result from Contractor's performance under this Agreement.

All prices offered herein shall be firm against any increase for the initial term of the Agreement. Prior to commencement of subsequent renewal terms, the City may approve a fully documented request for a price adjustment. The City shall determine whether any requested price increases for extension terms is acceptable to the City. If the City approves the price increase, the price shall remain firm for the renewal term for which it was requested. If a price increase is agreed upon by the Parties a written Agreement Amendment shall be approved and executed by the Parties.

SECTION V: GENERAL CONDITIONS

5.1 Records/Audit. Records of the Contractor's direct personnel payroll, reimbursable expenses pertaining to this Agreement and records of accounts between the City and Contractor must be

kept on the basis of generally accepted accounting principles and must be made available to the City and its auditors for up to three years following the City's final acceptance of the services under this Agreement. The City, its authorized representative, or any federal agency, reserves the right to audit Contractor's records to verify the accuracy and appropriateness of all cost and pricing data, including data used to negotiate this Agreement and any amendments. The City reserves the right to decrease the total amount of Agreement price or payments made under this Agreement or request reimbursement from the Contractor following final contract payment on this Agreement if, upon audit of the Contractor's records, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data. The Contractor will include a similar provision in all of its contracts with subcontractors providing services under the Agreement Documents to ensure that the City, its authorized representative, or the appropriate federal agency, has access to the subcontractors' records to verify the accuracy of all cost and pricing data. The City reserves the right to decrease Contract price or payments made on this Agreement or request reimbursement from the Contractor following final payment on this Agreement if the above provision is not included in subcontractor agreements, and one or more subcontractors refuse to allow the City to audit their records to verify the accuracy and appropriateness of all cost and pricing data. If, following an audit of this Agreement, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data, and the cost discrepancies exceed 1% of the total Agreement billings, the Contractor will be liable for reimbursement of the reasonable, actual cost of the audit.

5.2 Alteration in Character of Work. Whenever an alteration in the character of work results in a substantial change in this Agreement, thereby materially increasing or decreasing the scope of services, cost of performance, or Project schedule, the work will be performed as directed by the City. However, before any modified work is started, a written amendment must be approved and executed by the City and the Contractor. Such amendment must not be effective until approved by the City. Additions to, modifications, or deletions from this Agreement as provided herein may be made, and the compensation to be paid to the Contractor may accordingly be adjusted by mutual agreement of the Parties. It is distinctly understood and agreed that no claim for extra work done or materials furnished by the Contractor will be allowed by the City except as provided herein, nor must the Contractor do any work or furnish any materials not covered by this Agreement unless such work is first authorized in writing. Any such work or materials furnished by the Contractor without prior written authorization will be at Contractor's own risk, cost, and expense, and Contractor hereby agrees that without written authorization Contractor will make no claim for compensation for such work or materials furnished.

5.3 Termination for Convenience. The City and the Contractor hereby agree to the full performance of the covenants contained herein, except that the City reserves the right, at its discretion and without cause, to terminate or abandon any service provided for in this Agreement, or abandon any portion of the Project for which services have been performed by the Contractor. In the event the City abandons or suspends the services, or any part of the services as provided in this Agreement, the City will notify the Contractor in writing and immediately after receiving such notice, the Contractor must discontinue advancing the work specified under this Agreement. Upon such termination, abandonment, or suspension, the Contractor must deliver to the City all drawings, plans, specifications, special provisions, estimates and other work entirely or partially completed, together with all unused materials supplied by the City. The Contractor must appraise the work Contractor has completed and submit Contractor's appraisal to the City for evaluation. The City may inspect the Contractor's work to appraise the work completed. The Contractor will receive compensation in full for

services performed to the date of such termination. The fee shall be paid in accordance with Section IV of this Agreement, and as mutually agreed upon by the Contractor and the City. If there is no mutual agreement on payment, the final determination will be made in accordance with the Disputes provision in this Agreement. However, in no event may the payment exceed the payment set forth in this Agreement nor as amended in accordance with Alteration in Character of Work. The City will make the final payment within 60 days after the Contractor has delivered the last of the partially completed items and the Parties agree on the final payment. If the City is found to have improperly terminated the Agreement for cause or default, the termination will be converted to a termination for convenience in accordance with the provisions of this Agreement.

5.4 Termination for Cause. The City may terminate this Agreement for Cause upon the occurrence of any one or more of the following events: in the event that (a) the Contractor fails to perform pursuant to the terms of this Agreement, (b) the Contractor is adjudged a bankrupt or insolvent, (c) the Contractor makes a general assignment for the benefit of creditors, (d) a trustee or receiver is appointed for Contractor or for any of Contractor's property (e) the Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, (f) the Contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or (g) the Contractor fails to cure default within the time requested. Where Agreement has been so terminated by City, the termination will not affect any rights of City against Contractor then existing or which may thereafter accrue.

5.5 Indemnification. The Contractor (Indemnitor) must indemnify, defend, save and hold harmless the City and its officers, officials, agents and employees (Indemnatee) from any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees and costs of claim processing, investigation and litigation) (Claims) caused or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of the Contractor or any of its owners, officers, directors, agents, employees, or subcontractors in connection with this Agreement. This indemnity includes any claim or amount arising out of or recovered under workers' compensation law or on account of the failure of the Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Contractor must indemnify Indemnatee from and against any and all Claims, except those arising solely from Indemnatee's own negligent or willful acts or omissions. The Contractor is responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Agreement, the Contractor agrees to waive all rights of subrogation against Indemnatee for losses arising from or related to this Agreement. The obligations of the Contractor under this provision survive the termination or expiration of this Agreement.

5.6 Insurance Requirements. Contractor must procure insurance under the terms and conditions and for the amounts of coverage set forth in Exhibit J against claims that may arise from or relate to performance of the work under this Agreement by Contractor and its agents, representatives, employees, and subcontractors. Contractor and any subcontractors must maintain this insurance until all of their obligations have been discharged, including any warranty periods under this Agreement. These insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the minimum limits stated in Exhibit J are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Agreement by the Contractor, the Contractor's agents, representatives, employees,

or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

5.7 Cooperation and Further Documentation. The Contractor agrees to provide the City such other duly executed documents as may be reasonably requested by the City to implement the intent of this Agreement.

5.8 Notices. Unless otherwise provided, notice under this Agreement must be in writing and will be deemed to have been duly given and received either (a) on the date of service if personally served on the party to whom notice is to be given, or (b) on the date notice is sent if by electronic mail, or (c) on the third day after the date of the postmark of deposit by first class United States mail, registered or certified, postage prepaid and properly addressed as follows:

For the City	For the Contractor
Name: Raquel McMahon	Name: Jon Hasbrouck
Title: Procurement Officer	Title: Vice President & General Manager
Address: 175 S. Arizona Ave. Chandler, AZ 85225	Address: 620 N. Golden Key Gilbert, AZ 85233
Phone: 480-782-2400	Phone: 480-276-6772
Email: raquel.mcmahon@chandleraz.gov	Email: katerina.villagomez1@brightview.com

5.9 Successors and Assigns. City and Contractor each bind itself, its partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party in respect to all covenants of this Agreement. Neither the City nor the Contractor may assign, sublet, or transfer its interest in this Agreement without the written consent of the other party. In no event may any contractual relation be created between any third party and the City.

5.10 Disputes. In any dispute arising out of an interpretation of this Agreement or the duties required not disposed of by agreement between the Contractor and the City, the final determination at the administrative level will be made by the City Purchasing and Materials Manager.

5.11 Completeness and Accuracy of Contractor's Work. The Contractor must be responsible for the completeness and accuracy of Contractor's services, data, and other work prepared or compiled under Contractor's obligation under this Agreement and must correct, at Contractor's expense, all willful or negligent errors, omissions, or acts that may be discovered. The fact that the City has accepted or approved the Contractor's work will in no way relieve the Contractor of any of Contractor's responsibilities.

5.12 Withholding Payment. The City reserves the right to withhold funds from the Contractor's payments up to the amount equal to the claims the City may have against the Contractor until such time that a settlement on those claims has been reached.

5.13 City's Right of Cancellation. The Parties acknowledge that this Agreement is subject to cancellation by the City under the provisions of Section 38-511, Arizona Revised Statutes (A.R.S.).

5.14 Independent Contractor. For this Agreement the Contractor constitutes an independent contractor. Any provisions in this Agreement that may appear to give the City the right to direct the Contractor as to the details of accomplishing the work or to exercise a measure of control over the work means that the Contractor must follow the wishes of the City as to the results of the work only. These results must comply with all applicable laws and ordinances.

5.15 Project Staffing. Prior to the start of any work under this Agreement, the Contractor must assign to the City the key personnel that will be involved in performing services prescribed in the Agreement. The City may acknowledge its acceptance of such personnel to perform services under this Agreement. At any time hereafter that the Contractor desires to change key personnel while performing under the Agreement, the Contractor must submit the qualifications of the new personnel to the City for prior approval. The Contractor will maintain an adequate and competent staff of qualified persons, as may be determined by the City, throughout the performance of this Agreement to ensure acceptable and timely completion of the Scope of Services. If the City objects, with reasonable cause, to any of the Contractor's staff, the Contractor must take prompt corrective action acceptable to the City and, if required, remove such personnel from the Project and replace with new personnel agreed to by the City.

5.16 Subcontractors. Prior to beginning the work, the Contractor must furnish the City for approval the names of subcontractors to be used under this Agreement. Any subsequent changes are subject to the City's written prior approval.

5.17 Force Majeure. If either party is delayed or prevented from the performance of any act required under this Agreement by reason of acts of God or other cause beyond the control and without fault of the Party (financial inability excepted), performance of that act may be excused, but only for the period of the delay, if the Party provides written notice to the other Party within ten days of such act. The time for performance of the act may be extended for a period equivalent to the period of delay from the date written notice is received by the other Party.

5.18 Compliance with Laws. Contractor understands, acknowledges, and agrees to comply with the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. All services performed by Contractor must also comply with all applicable City of Chandler codes, ordinances, and requirements. Contractor agrees to permit the City to verify Contractor's compliance.

5.19 No Israel Boycott. By entering into this Agreement, Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of the Agreement, not to engage in a boycott of Israel as defined by state statute.

5.20 Legal Worker Requirements. A.R.S. § 41-4401 prohibits the City from awarding a contract to any contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Contractor agrees Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with § 23-214, subsection A. A breach of this warranty will be deemed a material breach of the Agreement and may be subject to penalties up to and including termination of the Agreement. City retains the legal right to inspect the papers of any Contractor's or subcontractor's employee who provides services under this Agreement to ensure that the Contractor and subcontractors comply with the warranty under this provision.

5.21 Lawful Presence Requirement. A.R.S. §§ 1-501 and 1-502 prohibit the City from awarding a contract to any natural person who cannot establish that such person is lawfully present in the United States. To establish lawful presence, a person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. This requirement does not apply to business organizations such as corporations, partnerships, or limited liability companies.

5.22 Covenant Against Contingent Fees. Contractor warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the Chandler City Council, or any City employee has any interest, financially, or otherwise, in Contractor's firm. For breach or violation of this warrant, the City may annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

5.23 Non-Waiver Provision. The failure of either Party to enforce any of the provisions of this Agreement or to require performance of the other Party of any of the provisions hereof must not be construed to be a waiver of such provisions, nor must it affect the validity of this Agreement or any part thereof, or the right of either Party to thereafter enforce each and every provision.

5.24 Disclosure of Information Adverse to the City's Interests. To evaluate and avoid potential conflicts of interest, the Contractor must provide written notice to the City, as set forth in this Section, of any work or services performed by the Contractor for third parties that may involve or be associated with any real property or personal property owned or leased by the City. Such notice must be given seven business days prior to commencement of the services by the Contractor for a third party, or seven business days prior to an adverse action as defined below. Written notice and disclosure must be sent to the City's Purchasing and Materials Manager. An adverse action under this Agreement includes, but is not limited to: (a) using data as defined in the Agreement acquired in connection with this Agreement to assist a third party in pursuing administrative or judicial action against the City; or (b) testifying or providing evidence on behalf of any person in connection with an administrative or judicial action against the City; or (c) using data to produce income for the Contractor or its employees independently of performing the services under this Agreement, without the prior written consent of the City. Contractor represents that except for those persons, entities, and projects identified to the City, the services performed by the Contractor under this Agreement are not expected to create an interest with any person, entity, or third party project that is or may be adverse to the City's interests. Contractor's failure to provide a written notice and disclosure of the information as set forth in this Section constitute a material breach of this Agreement.

5.25 Data Confidentiality and Data Security. As used in the Agreement, data means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by, obtained by, or transmitted to the Contractor or its subcontractors in the performance of this Agreement. The Parties agree that all data, regardless of form, including originals, images, and reproductions, prepared by, obtained by, or transmitted to the Contractor or its subcontractors in

connection with the Contractor's or its subcontractor's performance of this Agreement is confidential and proprietary information belonging to the City. Except as specifically provided in this Agreement, Contractor or its subcontractors must not divulge data to any third party without the City's prior written consent. Contractor or its subcontractors must not use the data for any purposes except to perform the services required under this Agreement. These prohibitions do not apply to the following data provided to the Contractor or its subcontractors have first given the required notice to the City: (a) data which was known to the Contractor or its subcontractors prior to its performance under this Agreement unless such data was acquired in connection with work performed for the City; or (b) data which was acquired by the Contractor or its subcontractors in its performance under this Agreement and which was disclosed to the Contractor or its subcontractors by a third party, who to the best of the Contractor's or its subcontractors knowledge and belief, had the legal right to make such disclosure and the Contractor or its subcontractors are not otherwise required to hold such data in confidence; or (c) data which is required to be disclosed by virtue of law, regulation, or court order, to which the Contractor or its subcontractors are subject. In the event the Contractor or its subcontractors are required or requested to disclose data to a third party, or any other information to which the Contractor or its subcontractors became privy as a result of any other contract with the City, the Contractor must first notify the City as set forth in this Section of the request or demand for the data. The Contractor or its subcontractors must give the City sufficient facts so that the City can be given an opportunity to first give its consent or take such action that the City may deem appropriate to protect such data or other information from disclosure. Unless prohibited by law, within ten calendar days after completion or termination of services under this Agreement, the Contractor or its subcontractors must promptly deliver, as set forth in this Section, a copy of all data to the City. All data must continue to be subject to the confidentiality agreements of this Agreement. Contractor or its subcontractors assume all liability to maintain the confidentiality of the data in its possession and agrees to compensate the City if any of the provisions of this Section are violated by the Contractor, its employees, agents or subcontractors. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. A violation of this Section may result in immediate termination of this Agreement without notice.

5.26 Personal Identifying Information-Data Security. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times by Contractor and any of its subcontractors. At a minimum, Contractor must encrypt or password-protect electronic files. This includes data saved to laptop computers, computerized devices, or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed. In the event that data collected or obtained by Contractor or its subcontractors in connection with this Agreement is believed to have been compromised, Contractor or its subcontractors must immediately notify the City contact. Contractor agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. It is further agreed that a violation of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this

Section may result in immediate termination of this Agreement without notice. The obligations of Contractor or its subcontractors under this Section must survive the termination of this Agreement.

5.27 Jurisdiction and Venue. This Agreement is made under, and must be construed in accordance with and governed by the laws of the State of Arizona without regard to the conflicts or choice of law provisions thereof. Any action to enforce any provision of this Agreement or to obtain any remedy with respect hereto must be brought in the courts located in Maricopa County, Arizona, and for this purpose, each Party hereby expressly and irrevocably consents to the jurisdiction and venue of such court.

5.28 Survival. All warranties, representations, and indemnifications by the Contractor must survive the completion or termination of this Agreement.

5.29 Modification. Except as expressly provided herein to the contrary, no supplement, modification, or amendment of any term of this Agreement will be deemed binding or effective unless in writing and signed by the Parties.

5.30 Severability. If any provision of this Agreement or the application to any person or circumstance may be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application will not be affected and will be enforceable to the fullest extent permitted by law.

5.31 Integration. This Agreement contains the full agreement of the Parties. Any prior or contemporaneous written or oral agreement between the Parties regarding the subject matter is merged and superseded.

5.32 Time is of the Essence. Time of each of the terms, covenants, and conditions of this Agreement is hereby expressly made of the essence.

5.33 Date of Performance. If the date of performance of any obligation or the last day of any time period provided for should fall on a Saturday, Sunday, or holiday for the City, the obligation will be due and owing, and the time period will expire, on the first day after which is not a Saturday, Sunday or legal City holiday. Except as may otherwise be set forth in this Agreement, any performance provided for herein will be timely made if completed no later than 5:00 p.m. (Chandler time) on the day of performance.

5.34 Delivery. All prices are F.O.B. Destination and include all delivery and unloading at the specified destinations. The Contractor will retain title and control of all goods until they are delivered and accepted by the City. All risk of transportation and all related charges will be the responsibility of the Contractor. All claims for visible or concealed damage will be filed by the Contractor. The City will notify the Contractor promptly of any damaged goods and will assist the Contractor in arranging for inspection.

5.35 Third Party Beneficiary. Nothing under this Agreement will be construed to give any rights or benefits in the Agreement to anyone other than the City and the Contractor, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of City and the Contractor and not for the benefit of any other party.

5.36 Conflict in Language. All work performed must conform to all applicable City of Chandler codes, ordinances, and requirements as outlined in this Agreement. If there is a conflict in interpretation between provisions in this Agreement and those in the Exhibits, the provisions in this Agreement prevail.

5.37 Document/Information Release. Documents and materials released to the Contractor, which are identified by the City as sensitive and confidential, are the City's property. The document/material must be issued by and returned to the City upon completion of the services under this Agreement. Contractor's secondary distribution, disclosure, copying, or duplication in any manner is prohibited without the City's prior written approval. The document/material must be kept secure at all times. This directive applies to all City documents, whether in photographic, printed, or electronic data format.

5.38 Exhibits. The following exhibits are made a part of this Agreement and are incorporated by reference:

Exhibit A - Project Description/Scope of Services	Exhibit F – Laborer/Driver Tool Inventory
Exhibit B - Compensation and Fees	Exhibit G – Contractor's Equipment
Exhibit C – List of Raised Medians	Exhibit H – Irrigation Equipment
Exhibit D1 – Contractor's Equipment	Exhibit I – Herbicide Information
Exhibit D2 – Contractor Personnel	Exhibit J - Insurance
	Exhibit K – Special Conditions
	Exhibit L - Maps

5.39 Special Conditions. As part of the services Contractor provides under this Agreement, Contractor agrees to comply with and fully perform the special terms and conditions set forth in Exhibit D, which is attached to and made a part of this Agreement.

5.40 Cooperative Use of Agreement. In addition to the City of Chandler and with approval of the Contractor, this Agreement may be extended for use by other municipalities, school districts and government agencies of the State. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

If required to provide services on a school district property at least five times during a month, the Contractor will submit a full set of fingerprints to the school of each person or employee who may provide such service. The District will conduct a fingerprint check in accordance with A.R.S. 41-1750 and Public Law 92-544 of all Contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the District. Additionally, the Contractor will comply with the governing body fingerprinting policies of each individual school district/public entity. The Contractor, sub-contractors, vendors and their employees will not provide services on school district properties until authorized by the District.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City will not be responsible for any disputes arising out of transactions made by other agencies who utilize this Agreement.

5.41 Non-Discrimination and Anti-Harassment Laws. Contractor must comply with all applicable City, state, and federal non-discrimination and anti-harassment laws, rules, and regulations.

5.42 Licenses and Permits. Beginning with the Effective Date and for the full term of this Agreement, Contractor must maintain all applicable City, state, and federal licenses and permits required to fully perform Contractor's services under this Agreement.

5.43 Warranties. Contractor must furnish a one-year warranty on all work and services performed under this Agreement. Contractor must furnish, or cause to be furnished, a two-year warranty on all fixtures, furnishings, and equipment furnished by Contractor, subcontractors, or suppliers under this Agreement. Any defects in design, workmanship, or materials that do not comply with this Agreement must be corrected by Contractor (including, but not limited to, all parts and labor) at Contractor's sole cost and expense. All written warranties and redlines for as-built conditions must be delivered to the City on or before the City's final acceptance of Contractor's services under this Agreement.

5.44 Emergency Purchases. City reserves the rights to purchase from other sources those items, which are required on an emergency basis and cannot be supplied immediately by the Contractor.

5.45 Non-Exclusive Agreement. This agreement is for the sole convenience of the City of Chandler. The City reserves the right to obtain like goods or services from another source when necessary.

5.46 Budget Approval Into Next Fiscal Year. This Agreement will commence on the Effective Date and continue in full force and effect until it is terminated or expires in accordance with the provisions of this Agreement. The Parties recognize that the continuation of this Agreement after the close of the City's fiscal year, which ends on June 30 of each year, is subject to the City Council's approval of a budget that includes an appropriation for this item as expenditure. The City does not represent that this budget item will be actually adopted. This determination is solely made by the City Council at the time Council adopts the budget.

This Agreement shall be in full force and effect only when it has been approved and executed by the duly authorized City officials.

FOR THE CITY

By: _____

Its: Mayor

FOR THE CONTRACTOR

By: Jeff Harold

Its: President

APPROVED AS TO FORM:

By: _____

 City Attorney

ATTEST:

By: _____

City Clerk

EXHIBIT A TO AGREEMENT SCOPE OF WORK

SECTION 1 - GENERAL SPECIFICATIONS

INTRODUCTION

Contractor will provide grounds maintenance at locations as outlined herein.

1. **DESCRIPTION.** CONTRACTOR shall provide landscaping maintenance, to include, not limited to, all labor, material and equipment necessary to maintain locations; i.e. retention basins, medians and rights-of-way, granite mulch, turf, sidewalks to curbs, faux boulders, and also trees, shrubs, palms, cacti, and other plantings included in these locations as specified herein. The Contractor must be licensed for landscape maintenance as required by Arizona revised statutes. At a minimum the Contractor shall be able to furnish, remove and dispose, transport, and plant any material typically associated with street median landscape including backfill excavation and watering per City specifications. In addition, the Contractor shall coordinate work space along streets as required including approval of traffic control, coordinating of utility marking service as necessary, site clean-up, safety, and any other incidental work.

All Price Frontage Road responsibility areas will have trash picked up and maintained every Monday without fail and as required. The other sites will be scheduled or will arise throughout the rest of the week.

CONTRACTOR shall keep all areas, including sidewalks, designated pathways, and curbs, clean of weeds, dirt, litter, erosion sediment, seedlings and suckers. This includes crosswalk areas in medians. CONTRACTOR shall sweep all sidewalks and pavers (including median pavers and concrete pads) areas as required. CONTRACTOR shall be responsible for picking up all litter and other foreign matter in areas of responsibility listed herein. CONTRACTOR shall maintain all trees and shrubs in such a manner that they present a pleasing appearance and are not unsightly or a safety hazard. CONTRACTOR shall maintain tree staking including providing staking to continually maintain ANSI standards or as directed by the Contract Administrator/designee.

The Contractor is to remove and dispose of signage placed in maintenance areas that is not approved. Typically, political signs are to be undisturbed unless authorized to be removed by the City.

CONTRACTOR shall fertilize all areas in accordance with specifications herein.

CONTRACTOR shall maintain and rake or utilize a dragmat on all gravel areas in accordance with specifications to present a pleasing appearance.

CONTRACTOR shall maintain and repair all irrigation systems and assure they are operating efficiently to ensure healthy plants and promoting water conservation.

CONTRACTOR shall replace or repair in kind any damage to property resulting from the CONTRACTOR's actions to the satisfaction of the Contract Administrator/designee.

CONTRACTOR shall maintain all plant material including all palms, and cacti, in accordance with Technical Specifications herein.

CONTRACTOR shall adhere to the most current City Codes, Standards, and Details, the most current addition of the CITY's Technical Design Manual #8 for Landscape and Irrigation specifications, and the most recent details and specifications as set forth by the Maricopa Association of Governments (MAG).

CONTRACTOR must adhere to Arizona Department of Environmental Quality and Maricopa County Dust Regulations Rule 310, and 310.01., including compliance to Pollution Day Advisories.

On rainy or inclement days, the CONTRACTOR shall contact the Contract Administrator and obtain permission prior to anyone leaving. The City will require at a minimum that a Supervisor, Laborer, and Irrigation Tech remain in each zone to work and essentially be 'on call' if a storm or other event issue arises.

CONTRACTOR shall have separate well equipped crews to do mowing, palm tree pruning, and larger pesticide/herbicide/pre-emergent applications. These tasks should not be completed by the maintenance crews.

2. **SCOPE OF SERVICE.** CONTRACTOR shall furnish all labor, material, and equipment necessary to maintain locations; i.e. rights-of-way, medians, retention basins, trees, shrubs, palms, cacti, groundcover and other planting included in these locations as specified herein.
- 2.1 **SITE INSPECTION.** CONTRACTOR shall become familiar with any conditions, which may affect performance. This contract shall be prima facie evidence that CONTRACTOR did, in fact, make a site inspection and is aware of all conditions affecting performance and bid prices.
- 2.2 **MATERIALS.** Any materials required that are not stipulated in this Contract shall be submitted to Contract Administrator/designee *in writing* prior to purchase. CONTRACTOR shall provide invoices as proof of purchase to Contract Administrator/designee prior to reimbursement request. CITY retains the right to make direct purchases of all materials and to make them available to CONTRACTOR for use in fulfilling the terms of this contract.
- 2.3 **WATER/RECLAIMED WATER.** CITY shall furnish all water. A water meter should be present where required. CITY may require the CONTRACTOR to perform work in addition to the items specified in this contract including, but not limited to adjusting controllers, valves, repairing broken irrigation lines, backflows, or other equipment to either provide water or reduce water use as requested by the Contract Administrator/designee. If necessary due to unforeseen circumstances in order to prevent plant species from dying, the Contractor is to provide water through a water tank or other approved means until the irrigation system for the impacted area is working properly.
- 2.4 **ACCEPTANCE.** CONTRACTOR shall perform all work specified under the direction and to the satisfaction of the Contract Administrator/designee.
- 2.5 **ADDITIONS AND DELETIONS.** CITY will retain the right to modify maintenance areas and items to this Contract. Charges for areas or items deleted will be dropped from the monthly billing. CITY may delete an item or area at any time and will pro-rate charges for services already performed. Charges for maintenance items or areas added to this contract are subject to approval by the Mayor and City

Council/City Manager. Charges for areas added shall be priced comparably to similar areas.

Sites may also be part of an ongoing construction project where maintenance is to be performed by another contractor if longer than a 30 day period these sites may be taken off contract temporarily and the percentage or rate for that area as listed per bid item may be deducted for that period. If sites change significantly, for any reason, the Contractor may request in writing to the Contract Administrator/designee an increase for that location and the City may also request a reduction if it believes one is warranted.

2.6 EXTRA WORK. The CITY may require the CONTRACTOR to perform work in addition to items specified in the Agreement, including but not limited to, repair of accident damage to landscaping and/or one-time cleanup.

Extra work ordered on the basis of hourly rates, will be compensated payable as set forth in Exhibit B, attached hereto and made a part hereof by reference.

CONTRACTOR shall not perform any extra work until authorization is obtained from the Contract Administrator/designee. This authorization will be in the form of a written request or a numbered authorization form. Extra work performed without authorization will not be paid.

Any work to be completed in which staff may have to enter private property needs a signed City of Chandler Property Owner Acknowledgement, Waiver and Release from Liability Form, most current revision, signed by the property owner unless directed by City staff. A copy of the signed document must be provided to City staff.

It should be noted that at all times, the City must be able to coordinate work with the Contractor as priorities change from time to time. Moreover, it is crucial that the Contractor be able to perform in a quick and responsive manner in 'crisis' times which are typically after large storm events and occasionally accidents.

The Contract Administrator/designee will approve any additional work not covered by the hourly rate prior to CONTRACTOR commencing work. CONTRACTOR shall submit an estimate to the Contract Administrator/designee for approval. The charges will be determined if they are fair and reasonable by the Contract Administrator/designee. The CITY reserves the right to perform the work or contract other vendor's if CONTRACTOR's estimate is not considered fair and reasonable or the contractor is behind in their maintenance schedule responsibilities.

Work requiring only one person will be paid for at the labor rate. No extra payment will be made for time spent on any job where CONTRACTOR's employees are above the class of Foreman. Supervisors, general superintendents, estimators, and company owners are considered by CITY to be compensated for by the overhead portion of other earnings from CITY.

CONTRACTOR understands and agrees that this Agreement does not convey any exclusive right to perform extra work that may be required during the term of this Agreement.

2.7 VANDALISM. All cases of vandalism, theft, or accident damage found by CONTRACTOR shall be reported to the Contract Administrator/designee within two (2) hours after noted and a vandalism report form submitted for determination of course of action to be taken.

3. **QUALITY CONTROL.** CONTRACTOR shall establish a complete quality control program to assure the requirements of this Contract are provided as specified. A copy of CONTRACTOR's quality control program shall be provided to the Contract Administrator/designee at the time of notice of award of Contract. Contract Administrator/designee will approve or disapprove CONTRACTOR's program within ten (10) working days of submittal. CONTRACTOR shall have an approved program before Contract start date. The program will include but not limited to the following: The contractor shall provide a quality control person available during work hours and the duration of the contract.

CONTRACTOR shall be required to provide a route schedule for weekly/monthly landscape and irrigation maintenance of all areas, specifying when each area will be maintained. CONTRACTOR shall make no changes to the schedule without prior approval of the Contract Administrator/designee.

Contractor shall provide fleet vehicle tracking information upon request. This information per vehicle working on this contract shall include vehicle license or number, time, and location. Contractor is to utilize GIS or City approved equal.

CONTRACTOR shall provide a Sustainable Landscape Management (SLM) horticultural schedule and required notifications as outlined herein. This includes providing spray logs and irrigation logs as requested. The City will have full authority on the schedule.

Contractor is to provide current staffing contact information and applicable licensure (pesticides, chemical, arboriculture, etc.) information to the City.

Contract Administrator/designee will monitor the CONTRACTOR's performance to Technical Specifications by periodic inspection. After notification of a deficiency, CONTRACTOR will be given time, according to the Deductions to Payment Due referenced within Contract (See Section 19, p 44 of 145), to correct the problem. If the problem is not corrected within the time limit, there will be deductions made in accordance with the Liquidated Damages / Performance Guarantees section. CONTRACTOR will not be paid for services not rendered in accordance with the standards set forth in this contract, notwithstanding that CONTRACTOR is required to re-work services that were found to be unsatisfactory.

CONTRACTOR shall notify the Contract Administrator/designee of when an irrigation system and/or designated area is complete so it may be inspected. Upon inspection, if an area has any issue as determined by the Contract Administrator /designee the problem shall be repaired in a prompt fashion.

4. **LIQUIDATED DAMAGES / PERFORMANCE GUARANTEES:** The CITY's expectation is that landscape and grounds maintenance performed by CONTRACTOR will result in landscape areas looking well-groomed and clean at all times. If tasks are omitted or not completed to the satisfaction of the Contract Administrator/designee, ensuring public safety as well as the appearance of the landscape areas listed herein are subject to deductions.

CONTRACTOR and CITY agree upon the following schedule of liquidated damages to be deducted from any monies due or to become due to CONTRACTOR under this Agreement. These sums are fixed and agreed upon, not as a penalty, but because the parties mutually agree that the actual loss to the CITY and to the public caused by the omission of work or substandard performance is impractical and extremely difficult to ascertain.

SITUATION	DEDUCT AMOUNT PER SITE OR LOCATION PER MAINTENANCE ZONE
Failure to correct deficiencies and/or respond to emergencies within the allowed time.	\$150 per day
Failure to start scheduled work and "extra work" within allowed time or on the day agreed, or withdrawing from job prior to completion without authorization from CITY.	\$150 per site per day
Failure to start and satisfactorily complete routine work within the scheduling requirements. This includes and is not limited to litter patrol and mowing.	\$100 per each site per day
Failure to submit schedules and/or work plans within the allotted day/time required.	\$50 per site per day
Palm trimming completion within designated time requirement.	\$50 per palm designated to be trimmed per week beyond schedule.
Failure to repair irrigation systems in a timely manner with acceptable quality.	\$100 per site per day.
Failure to comply with work staff requirements.	\$100 per day per employee not provided per site.

5. SPECIALIZED HORTICULTURAL MAINTENANCE SCHEDULING AND NOTIFICATION. CONTRACTOR shall notify the Contract Administrator/designee, in writing, at least two (2) weeks prior to the date of all specialized horticultural maintenance operations including:

- a. Fertilization
- b. Soil amendment and conditioning
- c. Chemical pest control and or gopher control
- d. Other items as determined by Contract Administrator/designee
- e. Palm Trimming
- f. Palm Treatment(s) (Copper Fungicide)
- g. Fruit bearing Olive Tree Treatments
- h. Tree Trimming
- i. Turf Mowing
- j. Backflow Testing
- k. Maintenance Route Schedule

Specifications of the material to be applied shall also be supplied to the Contract Administrator/Designee at least two (2) weeks prior to the date of all specialized horticultural maintenance operations.

6. HOLIDAYS. The following is a list of holidays for which Contract services will not be performed:

1. New Year's Eve Night
2. New Year's Day
3. Civil Rights Day – Third Monday in January
4. President's Day - Third Monday in February
5. Memorial Day - Last Monday in May
6. Independence Day - July 4
7. Labor Day - First Monday in September
8. Veterans Day

9. Thanksgiving Holiday - Fourth Thursday and the following Friday in November

10. Christmas Eve from 12:00 Noon - December 24

11. Christmas Day - December 25

***Days and dates are subject to modifications/change per City upper management; Mayor/Council and/or City Management.**

Should a holiday named herein fall on Sunday, it will be observed on the following Monday, and conversely when a holiday named herein falls on Saturday, it will be observed on the preceding Friday.

During a holiday week, CONTRACTOR shall adjust his weekly schedule so as to return to the normal weekly schedule the following week.

Work shall be performed Monday through Friday during daylight hours 5:30 am to 2:00 pm. No work shall be performed during City holidays or weekends without prior written approval. With authorization from the City working hours may fluctuate due to daylight hours and seasonal temperatures. Contractor shall notify the Contract Administrator/designee, in writing, at least two (2) weeks prior to the date of time schedule modification.

If the CONTRACTOR desires to take off another time period, a written request must be submitted to and approved by the Contract Administrator/designee a minimum of two (2) weeks prior to the date or time desired to be absent. Partial staffing will not be acceptable. Hours not worked by CONTRACTOR shall be deducted from the monthly bill. Personnel needs to be maintained per position. The total number of employees as required shall be maintained consistently. Substitute personnel shall have like skill levels per the position being filled. Third party laborer personnel will not be permitted.

7. CONTRACTOR / CITY COMMUNICATIONS. During the term of this Agreement, CONTRACTOR shall establish and maintain a local office and an authorized managing agent who can be contacted during normal business hours. A local office is defined as one that can be reached from within the City of Chandler without a toll call. An answering machine, fax and a mobile telephone will fulfill the requirement for a local office. CONTRACTOR shall have a telephone number for contact, Monday through Friday, 6:00 am to 5:00 pm. A single contact designated by the CONTRACTOR as the go to Storm Event Liason with contact information shall be provided in the event of a storm event crisis. This person must be responsive at all times as required. CONTRACTOR's local managing agent shall serve as the point of contact for dealing and communicating with Contract Administrator/designee. CONTRACTOR shall make every effort to return calls made by Contract Administrator/designee within 30 minutes of receiving a message. A current Contact List shall be updated as required and provided to the City/designee. At a minimum, the Supervisors, Managers, and Storm Event Liason phone numbers should also be provided.

8. CONTRACTOR'S PERSONNEL.

8.1 Key Personnel. It is essential that CONTRACTOR provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this agreement. CONTRACTOR shall agree to assign specific individuals to the key position.

a. CONTRACTOR agrees that, once assigned to work under this agreement, key personnel shall not be removed or replaced without *PRIOR written notice* to the CITY.

b. If any personnel is not available for work under this agreement for a continuous period exceeding five (5) calendar days, or are expected to devote substantially less effort to the work than initially anticipated, CONTRACTOR shall immediately notify the CITY, and shall, subject to the concurrence of the CITY, replace each personnel with personnel of substantially equal ability and qualifications.

8.2 CONTRACTOR's Personnel. At a MINIMUM, CONTRACTOR shall provide evidence of his/her ability to furnish the required personnel at time of approval of Agreement. **It is the Contractor's responsibility to ensure the project is returned to an acceptable standard within the approved schedule.** The contractor may from time to time have to provide additional personnel to meet schedules at **no additional cost to the City**. The *minimum* daily personnel requirements for each maintenance area on a daily basis are listed as follows – no exceptions will be permitted:

AREA 1 – Contractor shall provide one (1) full time crew leader who must speak English, one (1) full time lead man, one (1) licensed spray technician, three (3) full-time laborers, one (1) full-time laborer/driver, one (1) full-time irrigation technician for a daily total of eight (8) personnel.

AREA 2 – Contractor shall provide one (1) full time crew leader who must speak English, one (1) full time lead man, one (1) licensed spray technician, three (3) full-time laborers, one (1) full-time laborer/driver, one (1) full-time irrigation technician for a daily total of eight (8) personnel.

AREA 3 – Contractor shall provide one (1) full time crew leader who must speak English, one (1) full time lead man, one (1) licensed spray technician, three (3) full-time laborers, one (1) full-time laborer/driver, one (1) full-time irrigation technician for a daily total of eight (8) personnel.

AREA 4 – Contractor shall provide one (1) full time crew leader who must speak English, one (1) full time lead man, one (1) licensed spray technician, three (3) full-time laborers, one (1) full-time laborer/driver, one (1) full-time irrigation technician for a daily total of eight (8) personnel.

In any area, if an irrigation technician needs an assistant, one of the laborers may be used temporarily, not to exceed two (2) days, to assist with permission from City Contract Administrator/designee.

At a minimum, the total personnel required on a daily basis for this Agreement is thirty-two (32) at all times. The Banking of hours is not permitted without authorization from the City Contract Administrator/designee.

8.3.1 Crew Leaders. CONTRACTOR shall have one crew leader per site area available during working hours to address problems, field inspections, perform drive-thru's and for other coordination with the CITY. CONTRACTOR's crew leaders shall supervise only one contract unless approved by the Contract Administrator/designee. These persons shall not have any additional labor duties other than incidentals. For example, the Crew Leaders shall not also function as a lead man. The Crew Leader shall have separate transportation to allow them to move independently between situations.

The Crew Leader must be knowledgeable in the area of responsibility and have a minimum of (8) months experience in the past two years performing in the same capacity on a contract with a similar scope. The Crew Leader must have continuing education credits in regards to the landscape and irrigation industry. An Arizona certified landscape professional or equivalent, an International Society of Arboriculture certified arborist, and other recognized knowledge or experience with the same level of plant care is encouraged.

CONTRACTOR shall provide a cell phone to the CONTRACTOR's crew leaders and/or lead men to enhance communication between the CITY and CONTRACTOR's field representative. At a minimum, all crews should be equipped with a designated cell phone. The CONTRACTOR shall be responsible for payment of all charges relating to cell phones use. All communication equipment shall be kept on during business hours and in proper working condition at all times.

The CITY has the right to review the qualifications of the crew leaders. If the CITY does not feel the crew leaders are qualified, CONTRACTOR shall remove him/her from that position. An alternate contact will be supplied by CONTRACTOR in the event the crew leader is not available.

8.3.2 Irrigation Technician. CONTRACTOR's Irrigation Technician shall have his/her own dedicated vehicle for repairs and maintenance of the irrigation system. Such vehicle shall be properly equipped with standard irrigation supplies, **See Exhibit E.**

The Contractor will work with the City to establish and maintain irrigation station watering schedules. The programming and maintenance of all controllers is the Contractor's responsibility. If the Contractor has reason to believe that a controller has failed, it must be reported immediately to the authorized City representative.

Contract Administrator/designee shall retain the right to review the qualifications of the Crew Leader, Spray Technician, and Irrigation Technician. If the Contract Administrator/designee does not feel the Crew Leader, Spray Technician or Irrigation Technician is qualified, CONTRACTOR shall remove him/her from that position. CONTRACTOR shall provide an approved alternate contact to CITY in the event the Crew Leader is not available.

8.3.3 Laborer/Driver. Each area shall have a designated Laborer/Driver who is dedicated to that labor crew. This person shall be responsible for working with the crew along with working within their designated area. This person shall be equipped with a separate vehicle from the crew's vehicle. This vehicle shall be equipped with the tools necessary to complete their job, **See Exhibit F.** This person is responsible for patrolling their designated area and pick up litter, limbs, repair erosion areas, re-staking and checking trees, clean up areas with visibility issues, sweeping walks and median pavers, utilize a drag mat, and other duties as assigned. The laborer/driver is also to clean off storm grates typically in basins that may be covered with storm debris.

8.3.4 Chain Saw Operator. Each crew shall have a person (typically the crew leader) trained, qualified, and equipped to utilize a chain saw and have access to a chain saw at any given time. The chain saw shall be well maintained and in good working order at all times. Moreover, the chain saw needs to be readily available in times of immediate need, typically storm events and accidents.

8.4 Minimum Requirements / List of Employees. CONTRACTOR shall provide evidence of his/her ability to furnish the required personnel. Expectation of the City is that Contractor Staff will be prepared for the daily 8-hour shift prior to check-in with proper tools, ice, water, vehicle fuel, equipment fuel. All personnel shall check-in at designated location start of shift. All personnel shall be on site daily 8 hours with crews.

The minimum personnel requirements for this Agreement per Area shall be:

- one (1) full-time crew leader/Field Supervisor/with separate dedicated vehicle
- one (1) full-time Irrigation Technician /with separate dedicated vehicle
- one (1) full-time Licensed Spray Technician, /with separate dedicated vehicle
- one (1) crew Leadman /with separate dedicated vehicle associated with the three laborers
- three (3) laborers to maintain areas to the required standards
- one (1) laborer/with separate dedicated vehicle

CONTRACTOR shall supply Contract Administrator/designee a current list of employees assigned to CITY contract(s). The list must include: full names, driver's license number with expiration date, job title, and where applicable, certified pesticide applicator's license number and expiration date or any other pertinent or required certification or registration. The list shall be always kept current with CITY. All company officers and employees working under this Agreement shall be listed as well.

CONTRACTOR shall provide a vehicle and all necessary equipment for staff to perform their job. A vehicle and all necessary equipment shall be provided to the crew leader, certified spray technician, laborer/driver, and irrigation technician, as well as vehicles and equipment as required for the crews. Five (5) vehicles minimum total per area plus additional vehicles for palm trees trimming crew(s) and turf mowing crew(s) as may be required. In addition to a vehicle, the certified spray technician shall have a minimum 100-gallon spray tank with a powered professional agitator and a spray boom cart that may be utilized.

8.5 Identification. CONTRACTOR shall require all employees wear a well-kept uniform. All employees who normally and regularly come into direct contact with the public shall bear some means of individual identification, such as a photo identification card. New employees shall be in uniform within ten working days after their start date. All employees shall consistently wear approved safety equipment when working.

CONTRACTOR shall take all necessary precautions utilizing protective gear meeting the standards of the International Society of Arboriculture when using chain saws and other hazardous equipment. This includes and is not limited to gloves, eye protection, ear plugs and chaps. CONTRACTOR shall perform all work in a safe manner.

8.6 Driver's License. All employees driving CONTRACTOR's vehicles shall possess and carry a **valid** Vehicle Operator's license issued by the State of Arizona at all times – NO EXCEPTIONS.

8.7 Conduct. CONTRACTOR shall be responsible for the conduct of CONTRACTOR's personnel. Employees, officers, and sub-contractors shall not identify themselves as being employees of CITY. Employees shall conduct themselves in a proper and respectable manner and shall be courteous to the public.

9. CONTRACTOR'S EQUIPMENT.

9.1 Minimum Requirements / Vehicles and Equipment. CONTRACTOR shall provide and maintain equipment sufficient in type, number, condition, and capacity to efficiently perform the work and render the services required by this Agreement during the entire term of this Agreement. A boom truck should be available upon a crew leader's request. CONTRACTOR shall provide evidence of his/her ability to furnish the proper equipment.

The minimum equipment requirements for this Agreement per maintenance area various tools that are professional grade as required for the jobs, tractor, or other large capacity equipment to fertilize, trucks (as required),-**See Exhibit G.**

All vehicles must be maintained in good repair, well maintained, a clean professional appearance free of excessive dings, dents, and broken important vehicle parts, and in a clean, sanitary condition at all times. The City reserves the right to inspect the CONTRACTOR's vehicles at any time to ascertain said condition. Any vehicle deemed unsafe by the City may be requested by the City to be remedied or

removed from this contract. Vehicles and trailers shouldn't need to be maintained or fueled during hours influencing working staff time, substitute vehicles must be provided if required. Contractor shall furnish Contract Administrator/designee a list identifying the age, brand, condition, and type of all vehicles utilized. The Contractor shall have a schedule for vehicle washing as the necessity arises.

All operators must be familiar with the equipment they are operating. All equipment shall be free from leaks or other hazards.

All mowers are to have their safety shields in place. The mower's blades need to be kept sharp and a sharp cutting edge maintained. Deck guide wheel are to be properly adjusted for a proper height even cut, and the drive and steer wheels are to be properly inflated.

CONTRACTOR shall furnish the Contract Administrator/designee with a list identifying all equipment to be used in fulfilling this Contract and notify the Contract Administrator/designee of any additions or deletions. Any changes in the CONTRACTOR's equipment from the proposed equipment will require prior approval of the Contract Administrator/designee.

Often vehicles pull off the edge of the street sometimes with two wheels or more on the sidewalk. Vehicles should attempt not to drive on scupper deck sidewalks and adamantly should not park on scupper decks.

9.2 Equipment Identification. All vehicles shall be clearly identified with the name of the company and phone number of local office on each side of the equipment. The letters shall be of such size that they are distinguishable from a reasonable distance

9.3 Service Vehicles. Service vehicle operations are prohibited on major and collector streets during peak traffic hours. During other times, the best and most desirable method for optimizing safety is for operators of service vehicles to plan their work to avoid stopping in the traveled portion of the street whenever possible, and when stopped, to reduce the time to a minimum. When service vehicles must travel slowly or stop in City streets for brief periods, they must display one of the following operating, high level warning light systems:

- a. Two Rotating Flasher or Strobe Light, High Level Warning Light Devices. These devices must provide 360-degree visibility. They may be used in combination and incorporated into a "light bar" for added visibility.
- b. One Advance Warning Arrow Panel. Arrow panels must be used in combination with rotating flashers or strobe lights to provide 360-degree visibility.

Flashing lights and arrow panels must be located on service vehicles so that they remain in full view, front, and rear, at all times and are not obscured by trailers or debris, mounted equipment or work activities. Minimum mounting height must be 7 feet.

When service vehicles must stop in the street for brief periods, they must also display the vehicle's four-way hazard warning flashers and at least two-traffic cones (each one 10 feet minimum to the rear of each rear corner). A short taper of cones (minimum 50 feet and 6 cones) at the rear of the vehicle may be used in high-density traffic areas to improve visibility. Flags on the upper rear corners of the vehicle may also be used to increase visibility.

Advance warning arrow panels provide additional advance warning and directional information when traffic must change lanes. Because they are more effective than flashing lights, vehicles

equipped with an arrow panel are permitted extended times when stopped in City streets for service work. Maximum stopped time per service location is:

- c. 30 minutes for vehicles equipped with two rotating flashing or strobe light high level warning devices.
- d. 60 minutes for vehicles equipped with advance warning arrow panels.

9.4 General Traffic Regulations

The following are minimum traffic control requirements for all traffic restrictions, unless otherwise provided for in the approved street closure permit.

- a. Traffic restrictions are not permitted at signalized intersections or on arterial streets during the peak traffic hours of 6:00 AM to 8:30 AM and 4:00 PM to 7:00 PM weekdays except as approved by the City Transportation Engineer. Traffic restriction hours may be extended at the discretion of the City Transportation Engineer or his/her designee. For six-lane roadways, one lane closure may be permitted in the non-peak direction based on peaking characteristics, as determined by the City Transportation Engineer.
- b. Traffic restrictions are not permitted on accesses to major shopping centers during the hours of 9:00 AM to 10:00 PM on Saturdays. In rare instances, exceptions may be granted where the restrictions do not cause the intersection to exceed capacity or create any significant delays.
- c. Left-turn lanes should be maintained at all times. If it can be demonstrated that closing the left-turn lane would result in improved traffic flow, or reduce delays, closure of the left-turn lane may be permitted.
- d. During off-peak traffic hours, a maximum reduction of one through lane in each direction is permitted. Turn lanes may be restricted if approved by the City Transportation Engineer or his/her designee. Additional lane restrictions may be authorized during emergencies, nights and weekends. Weekends are defined as Friday at 9PM to 5AM on Monday. Nights are defined as 9PM to 5AM.
- e. Maintenance activities are restricted during the holiday season of November 15 through January 1, on streets adjacent to or serving as primary access to large shopping centers. Construction and maintenance activities that interfere with traffic flow near shopping areas and on high volume streets must be carefully evaluated and imposed only when absolutely necessary. In rare instances, exceptions may be granted where restrictions do not cause the intersection to exceed capacity or create any significant delays.
- f. Failure to comply with a Road Restrictions and Closures Permit will result in a \$2,000 per day penalty. Failure to comply with the Traffic Control Plan will result in a \$500 per day penalty. Possible exceptions to penalties may include emergencies affecting public health and safety, or extreme weather conditions such as the 50 or 100-year storm. Exceptions would not be granted for typical rain delays or known adverse soil conditions. To obtain payment, the City may take actions such as withholding future Road Restrictions and Closures Permits or final acceptance of offsite improvements.

This includes and is not limited to the requirements for service vehicles, barricading, arrow boards, etc. Any type of altered equipment by removal of anything associated with safety is not permitted. For safety reasons, the City reserves the right to restrict access to certain areas at certain times as may be required. Typically, this pertains to the Price Frontage Road during the morning rush hour. All vehicles must adhere to the CITY's Engineering & Design Standards Manual Chapter 7 Traffic Barricade Design, most current addition.

10. CONDITION OF LANDSCAPE AT BEGINNING OF CONTRACT. CONTRACTOR shall inspect the areas

for identification of pre-existing conditions that would prevent or adversely affect completion of any normal specific deficiencies found at each contract area. The list of pre-existing conditions shall be submitted to the Contract Administrator/designee prior to receiving a Notice to Proceed. The CITY will evaluate each problem listed to determine if extra compensation is warranted for repair work prior to starting routine maintenance.

The CITY may authorize CONTRACTOR to make extra cost repairs or may determine that the items listed represent normal conditions that might be expected at any time during the contract period. The determination of disposition of all items listed shall be the responsibility of the Contract Administrator/designee. This decision shall be final and binding upon CONTRACTOR. All repairs to pre-existing conditions deemed necessary and authorized by the City shall be made prior to the start of normal maintenance for the identified areas.

11. **CONDITION OF LANDSCAPE AT END OF CONTRACT.** Four weeks prior to this Agreement expiration / ending, CITY and CONTRACTOR will make a Final Inspection to determine the condition of all landscape areas. Items found to be improperly maintained by CONTRACTOR will be listed and evaluated by CITY. CONTRACTOR shall take corrective action or CITY will arrange for repairs to be made and the costs for making such repairs will be deducted from final payments due to CONTRACTOR. The same will apply even if CONTRACTOR has been awarded a new contract for the same areas.
12. **SCHEDULE OF PAYMENTS.** CONTRACTOR shall provide invoices reflecting completed work. CONTRACTOR shall indicate location or areas for which service was provided on all invoices. All invoices shall also include a date and invoice number. The City will only pay for sites where services were rendered within the time period of the route Schedule (**see Landscape Contract Frequency Schedule**)
13. **DEDUCTIONS TO PAYMENTS DUE.** Should CONTRACTOR fail to perform the work in accordance with this Contract, CITY may hold all or partial payments due to CONTRACTOR. Partial payment may be withheld if CONTRACTOR has not performed in accordance with the specifications. CITY shall establish the payment amount. If CONTRACTOR has not taken action to correct the deficiency within the time listed in "Correction Time Limit Schedule" (referenced herein, CITY may withhold all payments for the area(s) affected until correction has been made. Upon satisfactory corrective action, payment will be released. Payment for work completed in an unsatisfactory manner will not be paid.

If CONTRACTOR fails to provide a full crew on a normal scheduled workday, a full crew plus one individual will be required the next scheduled workday. If a crew fails to show up for work on a scheduled workday, a deduction of one workday, or the hours of the absent crewmember, will be withheld from that month's payment. See also Schedule of Liquidation Damages.

Unless written extensions have been authorized, failure to correct areas identified as deficient by the Contract Administrator/designee within the limits listed, may result in cause for termination of the Contract in accordance with provisions herein.

SECTION 2 - TECHNICAL SPECIFICATIONS

1. CONTRACTOR shall provide all labor and equipment necessary to maintain all maintenance areas as specified herein. The anticipated start date is July 1, 2020.
2. **MINIMUM STANDARDS.** The specifications listed below are the minimum requirements and are intended to govern, in general, the requirements desired. The CITY reserves the right to evaluate variations from these specifications.
3. **PLANT MATERIAL-TREES, SHRUBS, LAWNS, GROUNDCOVER, CACTI, AND PALMS.** CONTRACTOR shall be responsible for damage to or destruction of trees, shrubs, lawns and groundcover resulting from his/her performance in accomplishing the scope of this Agreement. CONTRACTOR shall not be responsible for damage to or destruction of plant material that is the result of vandalism, weather-related, or damage caused by others.

CONTRACTOR shall replace, at his own expense, plant material damaged or destroyed as a result of his/her service, including the replacement of plants that die from "root shock" or lack of water or care, within ten (10) days after planting by CONTRACTOR. All replacement plants furnished by CONTRACTOR shall be equal in size, species, and quality to the original plant, which it replaces.

CONTRACTOR shall be prepared to perform 'Extra' work replacing landscape (Trees, Shrubs, Granite, other site features) material damaged, weather-related or destroyed as a result of vandalism or other causes beyond the control of CONTRACTOR and will be reimbursed for labor based upon Exhibit B and if deemed necessary by the Contractor prevailing rates for 'extra' work to be approved by the City

CITY will provide the replacement plant material at no cost to CONTRACTOR. CONTRACTOR shall notify the Contract Administrator/designee of any badly stressed or damaged plant material immediately. Contract Administrator/designee reserves the right to determine what should be replaced.

All plant material replacements to be made by CONTRACTOR shall be approved by the Contract Administrator/designee prior to replacement. Replacement cost will be determined at that time. CITY will be sole judge as to whether treatment or removal and replacement are required.

All tree removals shall be approved by the Contract Administrator/designee, ***in writing***, prior to CONTRACTOR commencing any work. CONTRACTOR shall submit a report to Contract Administrator/designee on all areas where trees have been removed. Trees that have been removed shall have the stump ground down or cut back 4-6" below grade. CONTRACTOR shall cap off irrigation lines.

The report shall include:

- (1) Area/Location
- (2) Date actually removed
- (3) Type of tree removed
- (4) Approximate height and diameter
- (5) Purpose for removal

CONTRACTOR shall immediately notify the Contract Administrator/designee of any disease or pest infestation that may result in the destruction of plant material. In the event the disease or pest infestation resulted from improper plant maintenance (See Pest and Insect Control section),

CONTRACTOR shall be responsible for all plant material and labor costs required to restore the plant materials and area to its original condition.

All frost-killed wood will be removed in the December or when CONTRACTOR and Contract Administrator/designee come to a mutual Agreement after new growth begins.

CONTRACTOR shall keep all trees that are staked at the beginning of the Agreement, and any trees replaced during the contract period, staked according to CITY specifications: Two 8-foot 2" x 2" hardwood stakes on each side of the tree approximately 18 inches apart with two hose protected wire guys between trees; and stakes firmly driven into the ground 12 to 18 inches. Additionally, as trees mature, stakes will need to be loosened or removed for the health of the tree. Stakes should adjust periodically as part of routine maintenance to keep the plant safe, secure, and looking well kept

Once a tree is properly staked, nursery stakes shall be removed by the CONTRACTOR.

The CONTRACTOR is to adhere and be aware of "No Burn Days" and No Dust days per Maricopa County Air Quality and other regulations or laws as required.

CONTRACTOR shall maintain staking as part of the maintenance program. Staking shall be functional as specified in CITY specifications. The CONTRACTOR is responsible for keeping trees staked that require staking, keeping wires and stakes neat and functional while protecting the tree. This includes adjusting the wires as required to prevent gurgling. Where there may be regular pedestrian traffic adjacent to a tree, the CONTRACTOR shall tie durable ribbons on the wires so the wires may more readily be noticed. Stakes may be removed upon direction of the Contract Administrator/designee.

Immediately after a storm event including windstorms, CONTRACTOR shall prune, re-stake or remove trees (less than 28' in height), and remove all debris as required at no additional charge to the city. Trees in excess of 28' in height will be dealt with on an individual basis. CITY will contract this separately or ask CONTRACTOR to submit a separate bid for this work. Removed trees are to be stump ground as required in a timely fashion. The CONTRACTOR is to mobilize crews to assist in storm clean up as soon as possible with direction from the City.

All trees shall be pruned by approved method to keep tree branches out of street right-of-way, for 18' high vertical clearance on major streets and off sidewalk for 12' clearance, and 14' above alleys. Professional grade pole saws and pruners are approved for this work. Beyond the height clearance requirements, many trees are considered to be 'leaners' for their trunk is not vertical. All limbs within a 4' distance from the face of the curb (to the required trimming height) shall be trimmed back. This could necessitate tree removal and stump grinding which is to be coordinated with the Contract Administrator/designee.

4. **PRUNING**

- a. CONTRACTOR shall prune all shrubs and groundcover in an acceptable and methodical manner: i.e., selective pruning in keeping with good horticultural practices. Pruning of all shrubs and groundcover shall be limited to containment of vegetative growth to the inside edge of curb lines, sidewalks (if any) and a maximum of 24 inches above height of grade (street surface) for shrubs within the sight distance triangle (refer to CITY Standard Site Distance, Detail #C 246). Shrubs in R.O.W. or basins shall be kept at the height designated by Contract Administrator/designee. Pruning shall also include the removal of dead, dying, diseased and broken portions; not to exceed 30 feet in height, of each plant. If replacement is necessary, except when due to negligence of CONTRACTOR, plant materials will be supplied by CITY.

Pruning shall be performed in such a way that plant material does not create a visibility obstruction to vehicular traffic. CITY shall reserve the right to determine when plant material creates a visibility obstruction.

Height of trimming of shrubs in continuous areas will be consistent in height. Height of trimming will be determined by the Contract Administrator/designee.

- b. Pruning, elevating, and shaping of trees regardless of what their anticipated mature height may be. Pole saws and pruners should be used to meet height requirements as specified in 2(a) of this contract. Pruning shall be performed following accepted practices, no stubs.

Pruning is defined as cutting to a tree to shape, thin, or change the direction of the new growth. This would include crown cleaning, crown thinning, crown reduction, crown restoration and crown raising. Trimming is cutting to remove a hazard or sight obstruction.

- c. CONTRACTOR shall have good quality, appropriate hand tools available at all times. CONTRACTOR shall keep all tools in a clean, operative, and sharp condition and be sterilized periodically. If disease/infection is suspected or known within a certain plant(s), CONTRACTOR shall sterilize his/her cutting tools between each cut. All hand shears and loppers shall be a type having two (2) cutting edges. Anvil type pruners are not acceptable. All branches and clippings shall be removed from site at completion of each workday. The CONTRACTOR is to provide each maintenance crew a professional grade pole pruner. The CONTRACTOR's staff should be familiar in the use of this equipment.
- d. All trees shall be pruned. The CONTRACTOR shall perform touch up trimming and pruning throughout the year on an as needed basis.
- e. Pruning standards shall follow the ISA Western Chapter Pruning Standards and the American National Standard (ANSI A300-part 1 Pruning) latest editions for correct pruning.
- f. All pruning shall utilize Best Management Practices for Tree Pruning (Latest Edition) It is encouraged that green waste be recycled as much as possible.

- f. Pruning over 30' in height, except palm trees, will be pruned as requested. CITY will contract this pruning separately or ask CONTRACTOR to submit a separate quote for this work.
- g. An ISA Certified Arborist or Certified Tree Worker must be utilized to train, oversee, and supervise all pruning of trees. Training schedules must be provided to the Owners Representative/designee and staff training must be fulfilled. The Arborist must also be available to identify plant issues and solutions to the issues identified. The Arborist must submit a copy of their certification to the City CONTRACT ADMINISTRATOR/designee. The Contractor must submit documentation to the City CONTRACT ADMINISTRATOR/designee that training occurred.
- h. Acceptable industry standards for pruning include: Crown cleaning, crown thinning, crown raising, vista pruning, and crown reduction. Unacceptable practices include Topping, lion tailing, and pollarding. If the CONTRACTOR believes the work required will result in an unacceptable practice, they are to contact the Contract Administrator/designee prior to commencing work.
- i. The Contractor shall provide for an extensive tree thinning program December through March. At this time more 'complete' tree pruning is to occur encompassing thinning and meeting height requirements. Although this practice is intended to be year-round, it is simply preferred that the bulk of the work is completed during this period. Any species that are deemed unsafe for whatever reason is to be identified and brought to the attention of the Contract Administrator/designee to decide the remedy which could include removal and stump grinding by the Contractor. All trees shall be pruned or trimmed so there is an 18' separation over any roadway.
- j. The CONTRACTOR shall be aware of the CITY Standard Details and MAG Standards in respect to pruning regarding sign visibility, sight triangles, and required plant heights as applicable.

The City would like to utilize Sustainable Landscape Management practices with our landscape. Action differs per location per season. The Contractor shall be willing to take direction from the Contract Administrator/designee.

The CONTRACTOR's Crew Leader is to know and drive their areas daily. Any plant material that may represent a hazard, for any reason included but not limited to disease, pests, accident, storm damage, split, or rotten growth shall be relayed to the City and dealt with by the Contractor as so directed. Crew leaders shall be SLM certified.

1. **PALM TREES** – Palm tree pruning will be an individual component of this contract. There are approximately

Area 1 – 86 Palm Trees
 Area 2 – 50 Palm Trees
 Area 3- 195 Palm Trees
Area 4 – 228 Palm Trees
 Total – 559 Palm Trees

The palm tree quantity may vary slightly due to maintenance area responsibility with the addition and subtraction of maintenance areas. Palm trees regardless of height shall have frond stubs and seed pods removed starting May 1st and completed by June 31st. Palms but do not require skinning. More than one trimming of palms may be required. This will be on an as needed basis at no additional cost. All palms within Areas 1-2-3-4 require trimming unless otherwise advised by authorized City personnel.

Palm trimming shall be completed by a separate crew, not the required landscape maintenance staff as specified within this contract. Trimming including the removal of 'hangers' must be completed to the satisfaction of CITY staff. Any palms not trimmed within the contract period for reasons other than force majeure will be deducted from the billing.

2. **MOWING-TRIMMING-EDGING** – (MOWING IS TO BE PERFORMED BY SEPERATES CREW(S))

- a. The CONTRACTOR shall maintain turf areas in a manner that keeps them healthy, flourishing, and wholesome.
- b. The CONTRACTOR shall core aerate, in a criss-cross pattern, the turf areas once per year. Flags shall be placed to identify irrigation system components before aeration. Prior watering of turf shall allow the aeration process to provide 2" deep cores. In a crisscross pattern, all areas of turf shall be aerated. A minimum of 2 inches in depth, straight paths avoiding turns damaging the turf shall be performed. Dry areas where 2" is not achieved shall not be aerated. Contractor shall water areas to achieve proper depth. Broken irrigation system components shall be responsibility of the Contractor. Work shall be performed during work hours unless approved by the Contract Administrator/designee, in writing.
- c. This work shall be scheduled with the City Representative at least two weeks prior to commencing. A schedule for the work shall be provided upon request.
- d. Prior to mowing, the area shall be cleaned and free of all debris (paper, stones, bottles, and miscellaneous litter).
- d. Mowing of lawn areas shall be conducted in a neat, orderly manner using appropriate equipment, which is to be clean, sharp, and well maintained. CONTRACTOR shall remove all clippings, trimmings, scrap, litter or debris and blow off sidewalks and roadway before leaving the site.

- e. Edging shall be accomplished by using a standard power edger or powered, monofilament type trimming machine not to scalp turf. Lawns shall be edged along curbs, sidewalks, driveways, and their physical barriers, except bed dividers, when lawns are cut. Edging shall also occur around valve boxes.
- f. Trimming shall be done when lawns are cut. Trimming may be done with a powered, monofilament type trimming machine or by hand.
- g. Lawn Areas:
Mowing (Turf Areas – No Overseed)
 - (a) 3rd week of April thru 2nd week of October

Frequency – Weekly
Height – One- and one-half inches (1 ½")
(in a criss-cross pattern) to commence
4th Week in April
 - (b) October 16 thru April 30
3rd week of October thru 2nd week of April

Bermuda: Frequency – Monthly or when grass (annual or Bermuda) exceeds 3" in height
Height - The minimum height shall be one- and one-half inches (1 ½"), maximum 2 inches (2")

The City reserves the right to set mowing height. Height of mowed grass should look even with no scalping, uneven mowing, or gouging.

Bagging of grass will not be required unless there are piles of grass left after mowing. If grass becomes long or it is necessary to mow when grass is tall, lawn vacuuming, and bagging will be required. City reserves the right to deem when removal of grass clippings is required.

3. **PEST AND INSECT CONTROL**

- a. CONTRACTOR shall take normal precautions and institute proper procedures for the control of insects, pests, or disease and shall be responsible for all damages resulting from improper procedures or the failure to take normal precautions to control insects, pests, or disease.
- b. CONTRACTOR shall submit a list of proposed chemicals to the Contract Administrator/designee for approval. Any deviation from the approved list without prior written approval from Contract Administrator/designee may be grounds for termination of Contract. All site chemical applications shall be done by applicators licensed through Arizona Department of Agriculture, Office of Pest Management.
- c. CONTRACTOR shall be responsible for any adverse effects or death of plant materials,

including soil sterilization, runoff, and drift onto adjacent properties, caused by the application of chemicals. All repairs or replacements necessary due to the application of chemicals shall be completed at CONTRACTORS expense.

- d. CONTRACTOR shall control gophers, bees, and other pests, which burrow, crawl, fly, nest or otherwise reside on the work site. It shall be the CONTRACTOR's responsibility to determine the method of control and to execute action as determined with approval of the Contract Administrator/designee.
- e. CONTRACTOR shall furnish all chemicals, rodenticides, insecticides, and equipment and labor necessary to provide pest control at various CITY locations listed. Service shall include cleanout and control of all pests and insects.
- f. Pesticides shall be used in strict conformance with manufacturer's instructions as they appear on the label or approved by the Arizona State Chemist. Pesticide(s) shall not be left unattended or not under lock and key, and no pesticide will be stored on CITY premises.
- g. Product names, formulas and antidotes covering chemicals and pesticides to be used under this Contract shall be maintained by CONTRACTOR for quick reference. MSDS and product labels shall be always on file. A chemical spray log will be kept indicating all spraying done for this Contract. Spray indicator (blue dye) will be used for on applications. A chemical spray log shall be submitted the same day after application.
- h. All chemicals and pesticides used must have Environmental Protection Agency registration and State Chemist approval.
- i. Materials, techniques and processes shall fully comply with all applicable Federal, State and local laws, regulations, standards and ordinances pertaining to health, safety and environmental protection. Failure to comply shall be sufficient grounds for immediate termination of this Contract.
- j. CONTRACTOR shall perform the required pest, insect and disease control services shall be licensed by the State of Arizona to perform the required services as approved by the Arizona Office of Pest Management. **All herbicide and pesticide applicators must be licensed by the Arizona Department of Agriculture, Office of Pest Management. A photocopy of staff licenses must be provided to the City.** Licenses for replacement applicators, renewal of applicators shall be provided to the City before performing any work.
- k. CITY expressly reserves the right to require additional service at no added cost should pest infestation or problems be experienced during the interim between the treatments. Additional inspection and service shall be completed by CONTRACTOR four (4) working days after notification.
- l. Yearly, in November, all palms will be treated with a copper fungicide (Kocide 3000) to prevent bud rot.

- m. All fruit bearing olive trees shall be treated for pollen and fruit prevention. Embark, Maintain or Olive Stop shall be used at the recommended label rate for two (2) applications. A chemical log sheet must be submitted to Contract Administrator/designee indicating the date, location and chemical used during the application. A chemical spray log shall be submitted the same day after application.

4. WEED CONTROL

- a. CONTRACTOR will have a separate, licensed crew member designated as a spray technician.
- b. Areas listed in this Agreement which consist of river rock, pea gravel, decomposed granite, pavers, sidewalks, stamped concrete, sign posts, hydrants, utility boxes, irrigation backflow cages and bare earth in planting areas, shall be kept free of grass and weeds at all times. It shall be CONTRACTOR's responsibility to insure this is accomplished.
- c. If weeding is not performed as required in this Agreement, CITY will consider the affected areas unsatisfactory and appropriate action as deemed by Contract Administrator/designee will be taken.

Non-Turf Areas. Routine weed control shall consist of area spraying, spot spraying, hand-weeding, and removal in sufficient quantity to achieve a weed and grass free result. Areas listed in this Agreement which consist of river rock, pea gravel, decomposed granite, pavers, sidewalks, stamped concrete, signposts, hydrants, utility boxes, irrigation backflow cages and bare earth in planting areas. No materials will be furnished or authorized for extra payment by the City.

If weeding is not performed as required in this Agreement, CITY will consider the affected areas unsatisfactory and appropriate action as deemed by Contract Administrator/designee will be taken.

Turf Areas. The Contractor is responsible for monitoring the contract area for potential turf weed problems, including but not limited to clover, bird weed and other low growing varieties. The Contractor shall notify the City in writing when turf weed densities exceed ten (10) percent of the turf area on any given site. The City will specify the remedial action, if any, to be taken by the Contractor.

The contractor shall be responsible for chemical control around designated trees within the turf area. The areas to be chemically controlled shall be no larger than ten (10) inches from the base of the tree. This shall be considered routine work. No weed control procedures should begin without the notification and approval of the City.

Damage Due to Spraying. The Contractor shall be responsible for the results of application of all herbicides and chemicals. Non-target plants killed or damaged by the use of herbicides, shall be replaced, at no cost to the City, with the nearest size nursery stock available to the size of the dead or severely damaged plant. The soil in the area of

the affected plant(s) and planting pit shall be treated with activated charcoal and other soil amendments that may be required to enhance the potential survival and growth of the existing or replacement plants. Treatment and materials must be approved by the City and shall be furnished at no cost to the City.

1.1 Pre-Emergent Herbicide Application.

In March, utilize an herbicide with Dithiopyr as the active ingredient to be completed by the 2nd week in April.

In August, utilize an herbicide with Pendimethalin as the active ingredient to be completed the 2nd week of September

Schedule of pre-emergent applications shall be submitted to the Contract Administrator/designee a minimum of (10) working days prior to application. Failure to submit schedule as prescribed may be grounds for termination of contract. Or approved equal. Prior to applying any chemical, the tank must be agitated with an approved powered device intended such work.

1.2 Post-Emergent Weed Control - Non-Turf Areas. All weeds are to be controlled by chemical and mechanical means. All weeds are to be removed.

Brand Name or Equivalent

There are currently a number of products that have been determined, through evaluation and/or testing, to be equivalent to the requirements of these specifications. The listing of these brands is not intended to limit or restrict competition. Rather, it is to set the standard quality, design, performance, and characteristics of the products herein specified. Any bid which proposes products that are of equal quality, type of material, design and performance will be considered if sufficient evidence and information is given to establish it as an equivalent, and the City determines the product to be an equivalent to the named brand and these specifications. The City has approved the following herbicides to be utilized for weed control for this contract. Additional products may be approved upon request and evaluation by the City. All herbicides shall have an approved dye added to facilitate inspection after application. See Exhibit I.

Post-Emergent Weed Control - Turf Areas. Winter annual broadleaf weeds and grasses to be controlled with Pendimethalin and Isoxaben herbicides, 100% Coverage.

3rd week of October to first week of November. The next application shall be First week of March to third week of March. Utilize herbicides with the active ingredient with a 100% coverage will be applied to all turf areas. Cutting of the grass is not considered a weed control measure.

1. 2,4-D, dimethylamine, Dicamba, dimethylamine, Quinclorac, Sulfentrazone
and
2. Prodiame
and
3. Isoxaben

No soil sterilants of any type shall be used.

A chemical spray log shall be submitted the same day after application for Post-Emergent and Pre-Emergent.

2. **CLEANING:** Shall include, but is not limited to removal of trash such as paper, cans, bottles, animal waste, dried or dead plants or parts of plants (leaves, fronds, branches, etc.) accumulated in contracted areas as a result of littering, wind or rain storms on a cycle not to exceed seven (7) days. This is to include sidewalks, bike paths and medians adjacent to planted areas and medians in the middle of the streets. Bare earth areas and areas dressed with decomposed granite will be raked every other month. Excessive erosion, traffic damage, or vandalism may be repaired at extra cost, at the discretion of the Contract Administrator/designee. All material collected shall be disposed of by CONTRACTOR and in accordance with all City, County, State and Federal requirements. The CITY understands that illegal dumping takes place on CITY property. CONTRACTOR shall be responsible for cleaning and disposing of debris. Each Incident will be considered on an individual basis and CONTRACTOR will be paid at the hourly rate listed.

The entire maintenance staff is encouraged as directed to pick up litter in the City maintenance areas from time to time. This occurs from as a neglected area may 'pop up' in areas. Even those areas recently maintained. The Supervisor should identify these sites as the area is observed and coordinate with the City designee the cleanup.

The Transit Center shall be swept and cleaned of litter and trash every Monday.

The Park'n Ride shall be swept and cleaned of litter and trash every Friday.

The Price Road corridor shall be swept and cleaned of litter and trash every Monday.

All drinking fountains along the Western Canal (3) shall be cleaned on Mondays and Fridays.

The City Yard at McQueen Rd and Armstrong Way shall be cleaned every Monday.

The Western Canal shall be raked on a monthly basis utilizing a drag mat.

3. FERTILIZING

NON-TURF AREAS

2nd week of Feb thru 1st week of March

Other plant material must be fertilized yearly with 16/8/4 fertilizer per label. Palm trees are to be fertilized with a City approved formulated fertilizer for palm trees. The Contractor will furnish the fertilizer.

Applications of nutrients to trees and planting areas avoid lodging or spraying material on or in foliage. Thoroughly water material into the soil immediately following application on trees and planting areas.

The Contractor is fully responsible for the proper application of nutrients and fertilizer. Plant materials that are damaged due to over fertilization or burning resulting from contact shall be replaced or returned to health at the Contractor's expense. Replacement and plant recovery procedures shall be submitted by the Contractor for the City's approval.

Any spillage or fertilizer overthrown onto sidewalks, patios, hard surface courts, etc. shall be immediately removed. The contractor will be liable for all costs associated with the damage to city and/or private property, which occurs during fertilization.

The Contractor shall allocate sufficient fertilizer to treat contract sites. This fertilizer may not be used for any other reason or on any other location without City approval.

The City will conduct spot inspections of the Contractor's equipment and application method to ensure the material is being distributed and applied at the given rates. Failure to follow rates may result in the Contractor reapply fertilizer to complete unfinished contract sites at no cost to the City.

TURF AREAS

1st week of May thru 1st week of August

Rate of application – The first application will be six (6) lbs. (16-4-4, Min. 3% FE) per 1,000 square feet, second and third applications are to be the same application every 6 weeks. Three (3) applications will be required within the specified time frame. Fertilizer is to be watered into the soil immediately after each application. Other nitrogen fertilizers may be substituted which provide the same level of nitrogen throughout the growing season. All substitute material, application rates and times must be approved by the Contract Administrator/designee.

The City shall oversee all fertilization of turf areas.

The Contractor is to provide the City a schedule of the applications 2 weeks prior.

All turf areas shall be fertilized by broadcast method to provide an even and uniformed distribution of the material used. The rate and amount of fertilizer to be applied will be provided to the Contractor by the City. The Contractor shall supply all labor and equipment necessary to apply the material correctly.

If the Contractor does not apply fertilizer in an even and uniform manner, the area(s) will be re-fertilized at no additional cost to the City.

Any spillage or fertilizer overthrown onto sidewalks, curb and gutter, streets, etc. shall be immediately removed. The contractor will be liable for all costs associated with the damage to city and/or private property, which occurs during fertilization.

Empty fertilizer bags will be returned to the City representative per turf site for inspection and counts.

<u>Area</u>	<u>1st Application</u>	<u>2nd Application</u>	<u>3rd Application</u>
Area 1 – 24.89 acres of turf	135 bags	135 bags	135 bags
Area 4 – 34.38 acres of turf	186 bags	186 bags	186 bags
*Approximate Quantities			

7. IRRIGATION MAINTENANCE

CITY shall furnish all water. CONTRACTOR shall ensure water is furnished to the necessary location.

a. CONTRACTOR shall be responsible for monitoring of all plant materials to ensure they receive the proper amount of water to maintain health and vigor. If special watering is needed for any area, it shall be the responsibility of CONTRACTOR to bring it to the Contract Administrator/designee's attention in

writing. Plant materials that are damaged due to lack of water or over watering shall be replaced or returned to health at the CONTRACTOR's expense unless prior arrangements have been made with the Contract Administrator/designee. Replacement and plant recovery procedures shall be submitted by CONTRACTOR for Contract Administrator/designee's approval.

b. CONTRACTOR shall not water to a point of runoff when watering. If runoff is occurring, adjustment of the watering schedule or use of a wetting agent may be necessary.

c. For efficient use of water, the guidelines below should be followed, unless CONTRACTOR can justify, to the CITY's satisfaction, deviation from the guidelines:

- (1) Adjustment must be made to maintain growth at the desired rate.
- (2) Irrigation between 9:00 PM and 6:00 AM is preferred but other nighttime hours are approved if necessary.
- (3) Irrigation after 6:00 AM must be approved by CITY.

d. CONTRACTOR shall adjust all irrigation systems to operate at an appropriate seasonal frequency using the least amount of water necessary to maintain the growth, health and vigor of all landscape plant materials and as directed by the CITY representative.

e. CONTRACTOR shall water by hand or by other means in accordance with plant needs when irrigation systems are out of service.

f. CONTRACTOR shall notify Contract Administrator/designee in writing of system failure involving electric supply and/or water supply from the City's main lines. The CITY will assume the cost for necessary hand watering done in accordance with the special watering provisions stated herein.

g. CONTRACTOR shall maintain a log of current irrigation timing. A copy of the log shall be maintained at the site, properly protected from the elements. The log shall include, but not be limited to, the following items: (1) days of week system is on; (2) start times; (3) station timing; and (4) station description information. CONTRACTOR shall provide a current copy of the inspection log to the Contract Administrator/designee weekly.

h. When rain occurs or is forecast with some certainty, for more than a one-day period, all irrigation systems in the turf areas shall be turned off by the CONTRACTOR's personnel.

i. When requested by CITY, special watering will be paid for at the hourly rate as stated on Exhibit B. The payment for special watering shall only be made for reasonable amounts of time required to set up equipment, adjust for coverage, occasional monitoring, and breakdown of equipment. Equipment and methods used for special watering will be subject to approval by the Contract Administrator/designee.

j. Manual systems are to be properly maintained and operated by CONTRACTOR based on the required rate and frequency necessary for the season and to maintain healthy plant material.

k. The City has a remote which is convenient to utilize for irrigation maintenance. The Contractor has the option to use the remote but a loan-sign-out form must be completed. With an issued remote, the Contractor is responsible for repair and/or replacement.

l. In the event the City converts areas, predominately turf area to "Smart Controllers" as a resource to

conserve. The Contractor will be solely responsible for the necessary training of designated irrigator technician and providing that person a smart phone so they may control or check the irrigation system.

M. Yearly, beginning in December for a period of one month ALL the City potable water backflows need to be tested and rebuilt as may be required by the CONTRACTOR. The City will provide necessary parts and in addition will supply the forms from the City Water Division that will need to be completed by the Contractor within the allotted time period. All work is to be done to the approval of the CITY, specifically meeting the Water Divisions requirements. Backflow testing is to utilize a certified pressure device and certified backflow tester all supplied by the CONTRACTOR. The backflow tester shall have a backflow repair certification.

Currently, and the quantity is not stagnant, there are 265 backflows that require yearly testing. The Contractor must submit a copy of their A-21 or K-21 Arizona contractor's license, or an acceptable alternative in regards to backflow assemblies.

8. SPRINKLER MAINTENANCE

a. Irrigation systems shall be maintained so that all component features are operating as designed. Pumps, backflow prevention units, chemical injectors, controllers, valves, shut off ball valves, pressure regulators, filters, water lines, irrigation heads, bubblers and trickle emitters shall be checked on a bi-weekly basis and serviced as required. Repairs shall be made within **two (2) days of notification to CONTRACTOR** unless a delay is authorized by the Contract Administrator/designee in writing.

b. CONTRACTOR shall be required to employ at least one or more qualified Irrigation Technician repair persons as required to maintain and repair all irrigation systems within the contract boundaries. The Irrigation Technician and the Lead Maintenance person will not be the same person. CITY will certify the skill level of all Irrigation Technicians who will be doing work on CITY's irrigation maintenance Contract. This certification will be accomplished by a "hands-on" situational exercise conducted by CITY. CONTRACTOR may certify as many individuals as desired to successfully perform the Contract requirements. Failure to successfully certify Irrigation Technicians will be grounds for termination of this Contract in its entirety.

Time Frame for Irrigation Technician qualifications:

Beginning of Contract:

Testing to qualify Irrigation Technicians from CONTRACTOR shall be completed prior to award of Agreement by City Council. If any applicant fails the test they will be retested in five (5) days. If CONTRACTOR has failed to qualify an Irrigation Technician, the Contract is subject to re-award.

Mid-Contract:

If CONTRACTOR loses their qualified Irrigation Technician during the course of this Contract, CONTRACTOR shall have five (5) working days to hire a replacement and take the test. If the applicant fails the test, they will be retested in five working (5) days. If the applicant fails the test a second time, they will not be retested. If CONTRACTOR has failed to qualify an Irrigation Technician in a thirty (30) day time period, the Contract is subject to termination for cause.

CONTRACTOR is encouraged to qualify back-up Irrigation Technicians.

The situational exercises will consist of nine tasks related to establishing and maintaining a properly functioning sprinkler system. The nine tasks consist of:

- 1) Repairing a malfunctioning valve
- 2) Repairing a broken wire with a pin-tite connector
- 3) Adjusting the flow on a control valve
- 4) Check the (Ohm) reading on a solenoid assembly for proper operation
- 5) Diagnosing a controller with no display
- 6) Programming an irrigation controller
- 7) Check station voltage on the controller
- 8) Adjust radius and arcs on sprinkler heads
- 9) Install a new nozzle to an existing sprinkler head

Each task will be rated "pass/not pass" by an authorized CITY employee. To achieve certification, the applicant must receive a passing rating on **ALL** tasks.

- c. CITY will pay for or provide the following parts for repair of the irrigation systems: **See Exhibit H. All other materials and parts shall be supplied by CONTRACTOR. All the broken or defective parts, which CITY is replacing, must be returned to CITY.**
- d. Irrigation equipment presently in service, which malfunctions but is repairable, shall be CONTRACTOR's responsibility, at no additional cost to CITY, to supply the labor and materials to repair all such equipment. CITY will determine the best course of action if a controller malfunctions and cannot be repaired in the field.
- e. New equipment shall be installed after prior written approval from Contract Administrator/designee and equipment removed shall be marked for identification and returned to CITY along with all excess parts. Installation or replacement equipment, whether new or rebuilt, shall be considered routine work.
- f. Payment for irrigation maintenance shall be part of the monthly cost for each area as stated in this Contract. Special repairs or watering shall be paid for at the price agreed upon by extra work authorization.
- g. When any work is done (repairs/replacement) on a valve, the contractor will: raise the valve box to the existing grade; paint the top of the box white; and using a 2-inch stencil, paint the appropriate valve number in black on the top of the box.
- h. The CITY's irrigation system, utilizing both reclaimed and potable water, will be CONTRACTOR'S responsibility in areas designated to be maintained or not maintained by CONTRACTOR as long as it is determined by the Contract Administrator/designee to be integral to the CITY's irrigation system.
- i. Landscape personnel shall prepare irrigation reports, sign, and date them.
- j. Contractor shall provide backflow testing and repair from December 1st to January 15th.

9. EROSION

- a. The CONTRACTOR shall repair damage from erosion in all landscape areas that may have resulted from storm damage, traffic accidents, and/or vandalism. This includes but is not limited to ruts caused by both erosion, irrigation leaks, and vehicles.

OPTIONAL:

The City is looking at purchasing additional property which will need to be maintained under this Agreement. Therefore, we are asking for a "square footage" rate on maintaining these properties. Due to sensitivity issues with the existing owners, we cannot disclose the locations at this time. Some properties may / may not have housing structure, and some properties may only have decomposed granite (with the structure removed).

EXHIBIT B PRICING

T = TURF, G = GRANITE, U = UNIMPROVED, A = ACRE

AREA 1			
Site No.	Type	Location	Price Per Month Per Location With Irrigation Maint.* Annual Price Per Location
100	G	<u>Western Canal</u> (Basins - Price Road to railroad tracks east of Arizona Ave (City Line). On the ungranted portion between Carriage Ln and Dobson Rd the CONTRACTOR is to maintain the pathway only (and litter associated with the pathway), Includes all City Gateways and (3) rest areas, and medians at canal on all arterial streets - 41.5A)	\$ <u>18,529.00</u> x 12=\$ <u>222,348.00</u>
101	G	<u>Elliot Road</u> (Basins -West of Coronado to Summit Pl., North side - 27 A)	\$ <u>12,055.00</u> x 12=\$ <u>144,660.00</u>
102	G	<u>Elliot Road</u> (ROW - Villas Ln. East to Dakota St., South side only- 1.8A)	\$ <u>803.00</u> x 12=\$ <u>9,636.00</u>
103	G	<u>Dobson Road/Warner Rd</u> to North City limits (ROW-North of Warner to Mesquite-both sides Basins-South of Elliot, Cheyenne to Shawnee-East side ROW-North of Elliot, North of Silvergate to Western Canal-both sides 5.1 A)	\$ <u>2,277.00</u> x 12=\$ <u>27,324.00</u>
104	G	<u>Warner Road</u> (ROW & Basins - North side from Bullmoose to Comanche Ave. - 1.5 A) (Medians on Dobson/Warner intersection-.2A)	\$ <u>759.00</u> x 12=\$ <u>9,108.00</u>
105	G	<u>Alma School</u> North of Elliot to the Western Canal (ROW - Both sides, North & South of Summit, Medians on Alma School, North & South of Summit- 2.1 A)	\$ <u>937.00</u> x 12=\$ <u>11,244.00</u>
106	T	<u>Jordan School Basin</u> (Basin - on Carriage Lane and Silvergate, North of Elliot - 2.75 A)	\$ <u>1,227.00</u> x 12=\$ <u>14,724.00</u>

AREA 1 - CONTINUED				
Site No.	Type	Location	Price Per Month Per Location With Irrigation Maint.*	Annual Price Per Location
107	T	<u>Elliot Road</u> (Basin - North side of Elliot Road, Summit East to San Marcos Pl. - 3.3 A)	\$ 1,473.00	x 12=\$ 17,676.00
108	T	<u>Alma School Road</u> (Basins - East side - North & South of Palomino - 4.32 A)	\$ 1,928.00	x 12=\$ 23,136.00
109	G	<u>Alma School Rd./Highland Basin</u> (South of Fire Station #2 - 1.90 A)	\$ 848.00	x 12=\$ 10,176.00
110	G	<u>Knox/Hartford</u> (ROW -North side on Knox, East of Nebraska, West to Hartford - 0.29 A)	\$ 129.00	x 12=\$ 1,548.00
111	G	<u>Alma School/Knox to South of Ray</u> (Medians - Knox to South of Ray - 0.1 A) (East side of Alma School North and South of Shannon - 0.5A)	\$ 267.00	x 12=\$ 3,204.00
112	G	<u>Warner Road</u> (ROW - South side-West of Lemon Tree to Coronado, Median - Warner @ Price - 1.00 A)	\$ 446.00	x 12=\$ 5,352.00
113	G	<u>Warner/McQueen</u> (ROW on Warner-Ithica to McQueen, South side only McQueen-West side, Warner South to Knox Knox-North side, McQueen to Hamilton - 4.00 A)	\$ 1,785.00	x 12=\$ 21,420.00
114	G	<u>Improvement District 51-McQueen Rd/Warner</u> (Medians -McQueen-two medians-North of Warner, medians South to Ray (2.5A); Warner medians from McQueen West to AZ Ave. (2.0A); Ray medians from Cooper West to AZ Ave. (2.5A) Cooper Rd. North from Ray to Kent (2.0A)	\$ 4,018.00	x 12=\$ 48,216.00

AREA 1 - CONTINUED				
Site No.	Type	Location	Price Per Month Per Location With Irrigation Maint.*	Annual Price Per Location
115	G	<u>Ray Road</u> (Medians - Alma School West to Arrowhead, Arrowhead west to Price - 2.5 A)	\$ <u>1,116.00</u>	x 12=\$ <u>13,392.00</u>
116	G	<u>Warner Rd.-South side</u> (ROW-Arrowhead to just East of Central 0.2A)	\$ <u>89.00</u>	x 12=\$ <u>1,068.00</u>
117	T	<u>Dobson & Highland</u> (Basin - SE corner and granite around basin area- 1.93 A)	\$ <u>861.00</u>	x 12=\$ <u>10,332.00</u>
118	T	<u>Warner/Hartford Cedar Ridge Basins</u> (South side two Basins on Warner East and West of Illinois One-West side Hartford between Ranch and Highland Two-basins West side Hartford North and South of Iowa- 4.89 A)	\$ <u>2,183.00</u>	x 12=\$ <u>26,196.00</u>
119	T	<u>Warner Rd.- South side</u> (Basins on Warner between Pennington & Arrowhead Dr. - 7.20 A)	\$ <u>\$3,214.00</u>	x 12=\$ <u>38,568.00</u>
120	G	<u>Warner Road</u> (ROW - South side - Sunset to Evergreen Section east of Evergreen to Jay, and medians west of Arizona Ave - .50 A)	\$ <u>223.00</u>	x 12=\$ <u>2,676.00</u>
121	G	<u>Alma School Road</u> (ROW - Westside - Stottler Dr. to Calle Del Norte - O. 20 A)	\$ <u>89.00</u>	x 12=\$ <u>1,068.00</u>

AREA 1 - CONTINUED				
Site No.	Type	Location	Price Per Month Per Location With Irrigation Maint.	Annual Price Per Location
122	G	<u>Alma School Rd.-West side</u> (ROW-Elliot South to Mesquite-.2A)	\$ <u>89.00</u>	x 12=\$ <u>1,068.00</u>
123	G	<u>Alma School Rd. - East side</u> (ROW & Basins-North of Elliot to South of Mesquite-3 A)	\$ <u>1,339.00</u>	x12=\$ <u>16,068.00</u>
124	G	<u>Price Rd. and Curry Rd.</u> (Basins-North and South of Curry-.4A)	\$ <u>178.00</u>	x12=\$ <u>2,136.00</u>
125	G	<u>Knox and Sunset-North side</u> (Basin-.2A)	\$ <u>89.00</u>	x12=\$ <u>1,068.00</u>
126	G	<u>Ray Rd and Iowa St.</u> (Median.05A)	\$ <u>22.00</u>	x12=\$ <u>264.00</u>
127	T	<u>Tremaine Rd</u> East of Arizona Ave. (Median 1.0A)	\$ <u>446.40</u>	x12 = \$ <u>5,356.80</u>
127A	G	<u>Tremaine Rd</u> West of Nevada St. (Median 0.25A)	\$ <u>111.60</u>	x12 = \$ <u>1,339.20</u>
128	G	<u>1029 & 1045 ALMA SCHOOL RD & 988 W RAY Rd.</u> (L) - 1.9 A	\$ <u>848.00</u>	X 12=\$ <u>10,176.00</u>
129	G	<u>Dobson Road</u> -South of Warner (ROW - West side-South of Flint, North of Tulsa West side-South of Knox to the North side of Rockwell - 1.19 A)	\$ <u>531.00</u>	x 12=\$ <u>6,372.00</u>
130	G	<u>Ray Rd. -West of AZ Ave</u> (Basin west of Hamilton St- .2), Medians from Arizona Ave to Cooper. AC	\$ <u>2,053.00</u>	x 12=\$ <u>24,636.00</u>
131	G	<u>Ray Rd. Southside Arrowhead to Central</u> (Basins-3A)	\$ <u>1,339.00</u>	x 12=\$ <u>16,068.00</u>

AREA 1 - CONTINUED			
Site No.	Type	Location	Price Per Month Per Location With Irrigation Maint. Annual Price Per Location
AREA 1 - SECTION 1 – BRT Stations - Transit			
132	G	6 BRT STATIONS (1 VISIT PER 2 MONTHS) (L) - .1A (Ray Rd to Elliot Rd)	\$ 88.00 X 6= \$ 528.00
TOTAL AREA 1			\$ 62,346.00 x 12=\$ 748,152.00
HOURLY RATES			
Hourly Rate for Optional Work, (based on 40 hrs per person), if necessary \$ 40 per Hr X40 \$ 1,600			
Hourly Rate for Optional Work per crew (based on 40 hrs per crew), if necessary \$ 35 per Hr X40 \$ 1,400			
*Frequencies listed are listed as estimates <i>ONLY</i> and are not guaranteed.			
AREA 1 MAINTENANCE RATES (for work requested which is NOT listed above)			
Unit Cost Per Granite Acre		(Based on 1 acre)	\$ 283.14 /Acre
Unit Cost Per Turf Acre		(Based on 1 acre)	\$ 239.58 /Acre

T = TURF, G = GRANITE, U = UNIMPROVED, A = ACRE

AREA 2			
Site No.	Type	Location	Price Per Month Per Location With Irrigation Maint.* Annual Price Per Location
200	G	<u>Tyson Manor</u> (Basin - Flint & Pleasant - 0.31 A Basin-East of Alma School on Flint-.2A)	\$ 401.00 x 12=\$ 4,812.00
201	G	<u>Price Road</u> (Medians -South of 202 to Queen Creek ROW-East and West side 202 South to Spectrum Blvd.-2.5A)	\$ 1,969.00 x 12=\$ 23,628.00
202	G	<u>Alma School Road</u> (Medians - Chandler Blvd. to Queen Creek Road - 12 A) (ROW Alma School & 202 - 4 corners)	\$ 12,603.00 x 12=\$151,236.00
203	G	<u>Dobson Road</u> (Medians - Chandler Blvd. to Queen Creek Rd. - 3.2 A Retention Basin, east side, north of Boston - 2.0A) (ROW Dobson & 202 - 4 corners ROW West side Galveston S to Shopping Center	\$ 7,246.00 x 12=\$ 86,952.00
204	G	<u>Chandler Blvd.</u> (North side median, Sunset to Evergreen - 0.2 A)	\$ 157.00 x 12=\$ 1,884.00
205	G	<u>Nebraska & Fairview</u> (Denver Basin - ROW-North, South & West sides - 2.40 A)	\$ 1,890.00 x 12=\$ 22,680.00
206	G	<u>Chandler Blvd.</u> (Medians, Price Road to Sunset Dr - 1.25A)	\$ 984.00 x 12=\$ 11,808.00
207	G	<u>Chandler Heights Road</u> (Medians, Alma School Road to AZ Ave.- 1.9A)	\$ 1,496.00 x 12=\$ 17,952.00

AREA 2 CONTINUED				
Site No.	Type	Location	Price Per Month Per Location With Irrigation Maint.	Annual Price Per Location
208	G	<u>Queen Creek Road</u> (Medians-West city limits to AZ Ave-5 A)	\$ <u>3,938.00</u>	x 12=\$ <u>47,256.00</u>
209	G	<u>Alma School Road</u> (Medians- 2 nd median South of Ocotillo to Chandler Heights Rd-3 A)	\$ <u>2,363.00</u>	x 12=\$ <u>28,356.00</u>
210	G	<u>Dobson Road</u> (Medians-1 st & 2 nd median North of Ocotillo Rd. Median-1 st median East of Dobson Medians South of Ocotillo to Sun Lakes entrance 2.7A)	\$ <u>2,126.00</u>	x 12=\$ <u>25,512.00</u>
211	G	<u>Pecos Road</u> (Medians-Dobson to AZ Ave-1.5A ROW-AZ Ave to Iowa St., North side -.5A)	\$ <u>1,575.00</u>	x 12=\$ <u>18,900.00</u>
212	G	<u>Willis Rd./West of AZ Ave.</u> (Granite ROW-South side only-.2A)	\$ <u>157.00</u>	x 12=\$ <u>1,884.00</u>
213	G	<u>Chandler Blvd./East and West of Apache</u> (Granite Basins, North side-.01A)	\$ <u>7.00</u>	x 12=\$ <u>84.00</u>
214	G	<u>Arizona Avenue</u> Granite ROW-East side only-Detroit to Erie-.2A)	\$ <u>157.00</u>	x 12=\$ <u>1,884.00</u>
215	G	<u>Germann Rd./Price to AZ Ave</u> (Medians-2A), North & South ROW Hartford to Alma School - .75)	\$ <u>2,166.00</u>	x 12=\$ <u>25,992.00</u>
216	G	<u>Ocotillo West of AZ Ave to Basha Rd.</u> (Medians-.5A)	\$ <u>393.00</u>	x 12=\$ <u>4,716.00</u>

AREA 2 CONTINUED

Site No.	Type	Location	Price Per Month Per Location With Irrigation Maint.	Annual Price Per Location
217	G	Arizona Ave (Medians-South of Pecos to Riggs-4A) (ROW 202 & Arizona - 4 corners)	\$ 6,301.00	x 12=\$ 75,612.00
218	G	Arizona Ave Medians Chandler Heights to 1/4mi south of Riggs - 3A	\$ 2,363.00	x12=\$ 28,356.00
219	G	Arizona Ave - north of Queen Creek - 2 A	\$ 1,575.00	x12=\$ 18,900.00

AREA 2 - SECTION 2 - BRT Stations - Transit

220 G 5 BRT STATIONS (1 VISIT PER 2 MONTHS) \$ 156.00 6 MO \$ 936.00
(L) - .1A (Germann Rd to Pecos Rd)

HOURLY RATES

Hourly Rate for Optional Work, (based on 40 hrs per person), if necessary \$ 40 per Hr X40 \$ 1,600

Hourly Rate for Optional Work per crew (based on 40 hrs per crew), if necessary \$ 35 Per Hr X40 \$ 1,400

*Frequencies listed are listed as estimates *ONLY* and are not guaranteed.

AREA 2 MAINTENANCE RATES (for work requested which is NOT listed above)

Unit Cost Per Granite Acre (Based on 1 acre) \$ 283.14 /Acre

Unit Cost Per Turf Acre (Based on 1 acre) \$ 239.58 /Acre

AREA 3			
Site No.	Type	Location	Price Per Month Per Location With Irrigation Maint. Annual Price Per Location
301	G	<u>Chandler Blvd.</u> (Medians – McQueen East to Gilbert Rd. ROW – North & South McQueen to Cooper ROW – South side West of Cottonwood, to East of 133 rd ROW – North side East & West of Cottonwood-3.1A)	\$ <u>1,710.00</u> x 12=\$ <u>20,520.00</u>
302	G	<u>Pecos Rd./East of Arizona Ave. to Gilbert Rd.</u> (ROW – South side Pecos, East & West of 124 th St. East to Canal. Medians from Arizona Ave to Gilbert Rd. ROW North side, East of AZ Ave to East of RR Tracks-2A)	\$ <u>1,103.00</u> x 12=\$ <u>13,236.00</u>
303	G	<u>McQueen Road</u> (Medians – Ray Rd South to Westchester Dr. ROW – West side Erie to North of Carla Vista ROW – East side Thatcher to South of Erie ROW – East & West side North & South of Commonwealth ROW – West side Pecos to Willis ROW – East side North of Willis to Church ROW – 4 corners of L202 Basin – 1000' South of Ocotillo West side Basin – Northeast corner Riggs & McQueen-5.6A)	\$ <u>6,897.00</u> x 12=\$ <u>82,764.00</u>
304	G	<u>Commonwealth</u> (ROW – North wall Hamilton East to East of Ithica-.04A)	\$ <u>22.00</u> x 12=\$ <u>264.00</u>
306	G	<u>Queen Creek Rd.</u> (Medians – Canal East of Gilbert Rd. to Arizona Ave. ROW – North side East of Airport Blvd.-3A)	\$ <u>1,655.00</u> x 12=\$ <u>19,860.00</u>
308	G	<u>Germann Road</u> (Medians-Arizona Ave. to Gilbert Rd.-6.3A) Fann Basin (NE Corner of Arizona Ave. & Germann behind Circle K-1A)	\$ <u>4,027.00</u> x 12=\$ <u>48,324.00</u>

AREA 3 CONTINUED			
<u>Site No.</u>	<u>Type</u>	<u>Location</u>	<u>Price Per Month Per Location With Irrigation Maint. Annual Price Per Location</u>
311	G	<u>Cooper Road</u> (Medians – Ray Road South to Germann Rd. Medians – Queen Creek to Hunt Highway ROW – West side North of Santan Dr. to Chandler Blvd Basin – West side South of Canal ROW – East side North & South of Frye ROW – 4 Corners of L202-9.65A)	\$ <u>5,324.00</u> x 12=\$ <u>63,888.00</u>
214	G	<u>Ocotillo Rd.</u> (Medians from Arizona Ave, to 1 median East of Lindsay Rd.-2A-5A)	\$ <u>3,862.00</u> x 12=\$ <u>46,344.00</u>

AREA 3 CONTINUED			
<u>Site No.</u>	<u>Type</u>	<u>Location</u>	<u>Price Per Month Per Location With Irrigation Maint. Annual Price Per Location</u>
318	G	<u>Riggs Rd./AZ Ave to Val Vista Rd</u> (Medians-6.5A Granite basin, North side at 134 th Place-.2A)	\$ <u>3,696.00</u> x 12=\$ <u>44,352.00</u>
321	G	<u>Chandler Heights.</u> (1 median East of Lindsay West to Arizona Ave.-1.6A)	\$ <u>882.00</u> x 12=\$ <u>10,584.00</u>
322	G	<u>Gilbert Rd.</u> (Medians – Pecos to Hunt Highway ROW – 4 corners L202-6A)	\$ <u>3,862.00</u> x 12=\$ <u>46,344.00</u>
323	G	<u>Lindsay Rd.</u> (Medians – Ocotillo to Hunt Highway-1A)	\$ <u>551.00</u> x 12=\$ <u>6,612.00</u>
325	G	<u>Airport Blvd</u> (Medians & Basins– Cooper and Germann to Airport Blvd and about 100' of median to be located on Curtiss Way, Aviation Blvd – Cooper south to Queen Creek) (Median 4.4 A)	\$ <u>2,427.00</u> x12=\$ <u>29,124.00</u>
326	G	<u>MCQUEEN ROAD YARD</u> 975 E. ARMSTRONG WAY (L) Outside/Inside Landscaped areas - 3 A	\$ <u>1,655.00</u> 12 mo. \$ <u>19,860.00</u>

AREA 3 CONTINUED				
Site No.	Type	Location	Price Per Month Per Location With Irrigation Maint.	Annual Price Per Location
328	G	Airport Landfill Cover Site, Aviation Way and Airport Dr - 3.8 Acres	\$ 2,096.00	x12=\$ 25,152.00

AREA 3 - SECTION 1 - AIRPORT FACILITIES AREAS				
Site No.	Type	Location	Cost per Month	Qty Annual-Extended
330	G	AIRPORT TERMINAL AND PARKING AREA (L) 2380 S. Stinson Way - .5 A	\$ 275.00	12 mo. \$ 3,300.00
331	G	OLD HELIPORT LANDSCAPE AREAS (L) -.5A	\$ 275.00	12 mo. \$ 3,300.00
332	G	AIRPORT TERMINAL AND PARKING AREA (L) 2380 S. Stinson Way - .5 A	\$ 275.00	12 mo. \$ 3,300.00
333	G	OLD HELIPORT LANDSCAPE AREAS and RETENTION AREA (L) -.1A	\$ 55.00	12 mo. \$ 660.00
334	G	OLD TERMINAL PARKING AREA - 2A	\$ 1,103.00	12 mo. \$ 13,236.00
335	T	OLD TERMINAL 'SCOUT' AREA - .5A	\$ 275.00	12 mo. \$ 3,300.00

AREA 3 - SECTION 2 - STREET DEPARTMENT VACANT LOT FACILITIES				
Site				
No.	Type	Location	Cost per Month	Qty Annual-Extended
336	G	<u>VACANT LOTS AT 1000 E. TRAILS END</u> (U) - 3.75 A	\$ <u>2,069.00</u>	12 MO \$ <u>24,828.00</u>
337	G	<u>VACANT LOTS AT 48 E MORALOS</u> (U) - .2A	\$ <u>110.00</u>	12 MO \$ <u>1,320.00</u>
338	G	<u>VACANT LOT AT 49 E MORALOS</u> (U) - .2A	\$ <u>110.00</u>	12 MO \$ <u>1,320.00</u>
339	G	<u>VACANT LOT AT 61 E MORALOS</u> (U) - .2A	\$ <u>110.00</u>	12 MO \$ <u>1,320.00</u>
340	G	<u>VACANT LOT AT 73 E MORALOS</u> (U) - .2A	\$ <u>110.00</u>	12 MO \$ <u>1,320.00</u>
341	G	<u>VACANT LOT AT 85 E MORALOS</u> (U) - .2A	\$ <u>110.00</u>	12 MO \$ <u>1,320.00</u>
342	G	<u>VACANT LOT AT 115 E MORALOS</u> (U) - .2A	\$ <u>110.00</u>	12 MO \$ <u>1,320.00</u>
343	G	<u>VACANT LOT AT 129 E MORALOS</u> (U) - .2A	\$ <u>110.00</u>	12 MO \$ <u>1,320.00</u>
344	G	<u>VACANT LOT AT 143 E MORALOS</u> (U) - .2A	\$ <u>110.00</u>	12 MO \$ <u>1,320.00</u>
345	G	<u>VACANT LOT AT 171 E MORALOS</u> (U) - .2A	\$ <u>110.00</u>	12 MO \$ <u>1,320.00</u>
346	G	<u>VACANT LOT AT 200 N MONTE VISTA</u> (U) - .2A	\$ <u>110.00</u>	12 MO \$ <u>1,320.00</u>
347	G	<u>VACANT LOT AT 60 E SARAGOSA</u> (L) - .2A	\$ <u>110.00</u>	12 MO \$ <u>1,320.00</u>

AREA 3 - SECTION 2 - STREET DEPARTMENT VACANT LOT FACILITES					
Site					
No.	Type	Location	Cost per Month	Qty	Annual-Extended
348 G		<u>VACANT LOT AT 97 E MORALOS</u> (L) - .2A	\$ <u>110.00</u>	12 MO	\$ <u>1,320.00</u>
349 G		<u>VACANT LOTS AT 755, 769, 779, & 789 S WASHINGTON ST</u> (L) - 1.0A	\$ <u>551.00</u>	12 MO	\$ <u>6,612.00</u>
350 G		<u>VACANT LOT AT PARCEL 303-17-034</u> NORTHWEST CORNER OF DELAWARE & CHANDLER BLVD. (U) - .2A	\$ <u>110.00</u>	12 MO	\$ <u>1,320.00</u>
351 G		<u>VACANT LOT AT 83. 99. & 101 E KESLER</u> (L) - .75A	\$ <u>413.00</u>	12 MO	\$ <u>4,956.00</u>
352 G		<u>VACANT LOT AT 201 N COLORADO</u> (L) - .2A	\$ <u>110.00</u>	12 MO	\$ <u>1,320.00</u>
353 G		<u>VACANT LOT AT 220-280 E CHANDLER BLVD</u> (L) - .75 A	\$ <u>413.00</u>	12 MO	\$ <u>4,956.00</u>
354 G		<u>VACANT LOT AT 298 E CHANDLER BLVD</u> (L) - .1 A	\$ <u>55.00</u>	12 MO	\$ <u>660.00</u>
355 G		<u>VACANT LOT AT 200 N MONTE VISTA</u> (L) - .2A	\$ <u>110.00</u>	12 MO	\$ <u>1,320.00</u>
356 G		48 & 72 E FAIRVIEW. - .32A	\$ <u>175.00</u>	12 MO	\$ <u>2,100.00</u>

AREA 3 - SECTION 3 - Transit Facilities					
No.	Type	Location	Cost per Month	Qty	Annual-Extended
357	G	Chandler Park and Ride 2100 S Hamilton St 8 acres	\$ <u>4,414.00</u>	12	\$ <u>52,968.00</u>

HOURLY RATES		
Hourly Rate for Optional Work, (based on 40 hrs per person):	\$ <u>40</u> per Hr X40	\$ <u>1,600</u>
Hourly Rate for Optional Work per crew (based on 40 hrs per crew)	\$ <u>35</u> perHrX40	\$ <u>1,400</u>
*Frequencies listed are listed as estimates <i>ONLY</i> and are not guaranteed.		
AREA 3 MAINTENANCE RATES (for work requested which is NOT listed above)		
Unit Cost Per Granite Acre (Based on 1 acre)	\$ <u>283.14</u>	/Acre
Unit Cost Per Turf Acre (Based on 1 acre)	\$ <u>239.58</u>	/Acre

T = TURF

G = GRANITE

U = UNIMPROVED

A = ACRE

<u>AREA 4</u>			
Site			
No.	Type	Location	Price Per Month Per Location With Irrigation Maint.* Annual Price Per Location
400	G	<u>Twelve Oaks Blvd.</u> (ROW - both sides 12 Oaks Blvd., Rural East to Milky Way - 0.3 A)	\$ <u>179.00</u> x 12=\$ <u>2,148.00</u>
401	G	<u>Chandler Blvd. / Galaxy Dr.</u> (ROW - Southside Chandler Blvd., Terrace Rd. East to Retention Basin - 0.44 A)	\$ <u>263.00</u> x 12=\$ <u>3,156.00</u>
402	G	<u>Ray Rd. ROW</u> (Terrace East to Lakeshore, - 0.50 A)	\$ <u>299.00</u> x 12=\$ <u>3,588.00</u>
403	G	<u>Kyrene Road</u> (Medians - Kessler Ln. North to Ray Road - 2.23 A)	\$ <u>1,335.00</u> x 12=\$ <u>16,020.00</u>
404	G	<u>Rural Road</u> (Medians - Chandler Blvd. North to Ray Road - 1.23 A)	\$ <u>736.00</u> x 12=\$ <u>8,832.00</u>
405	G	<u>McClintock Dr.</u> (Medians - Chandler Blvd. to North City limits - 1.53 A)	\$ <u>916.00</u> x 12=\$ <u>10,992.00</u>
406	G	<u>56th Street</u> (Medians - Chandler Blvd. to north of Dublin Ln. - 1.34 A)	\$ <u>802.00</u> x 12=\$ <u>9,624.00</u>
407	G	<u>Ray Road</u> (Medians - Price to I-10 Overpass- 3.00 A)	\$ <u>1,796.00</u> x 12=\$ <u>21,552.00</u>
408	G	<u>Crestview bike path</u> (East of Kyrene Road and West of Oak St. South of Cindy and North of Folley-1.1A)	\$ <u>658.00</u> x 12=\$ <u>7,896.00</u>

<u>AREA 4 Continued</u>			
<u>Site No.</u>	<u>Type</u>	<u>Location</u>	<u>Price Per Month Per Location With Irrigation Maint.* Annual Price Per Location</u>
409	G	<u>Twelve Oaks</u> (ROW - East side-Jen Tilly to Earhart Way, West side-Boston to Milky Way. Bike paths-Galaxy Dr., to just West Of Del Pueblo. - 2.00 A)	\$ <u>1,197.00</u> x 12=\$ <u>14,364.00</u>
410	G	<u>McClintock</u> (Medians-South of Chandler Blvd. to 202 Freeway East ROW-Saturn Way to south of Morelos-2.12 A)	\$ <u>1,269.00</u> x 12=\$ <u>15,228.00</u>
411	G	<u>Rural Road</u> (Median - Chandler Blvd. to 12 Oaks Blvd. - 0.06 A)	\$ <u>35.00</u> x 12=\$ <u>420.00</u>
412	G	<u>Kyrene Road</u> (Basin - Del Rio & Kyrene-Westside only- Basin between Del Rio and Ivanhoe 4.68 A)	\$ <u>2,803.00</u> x 12=\$ <u>33,636.00</u>
413	G	<u>Ray Road</u> (ROW - North side, Willow to West of Juniper - 0.50 A)	\$ <u>299.00</u> x 12=\$ <u>3,588.00</u>
414	G	<u>McClintock</u> (ROW - North of Ray, West side- south of Orchid Lane to north of Post Dr. - .25 A)	\$ <u>149.00</u> x 12=\$ <u>1,788.00</u>
415	G	<u>Kyrene Road</u> (Basin - South of Gila Springs Blvd. SE corner- 1.70 A)	\$ <u>1,018.00</u> x 12=\$ <u>12,216.00</u>
416	T	<u>Kyrene/Chicago Crestview IV & V</u> (Basins -Kyrene Road -Basin at Kyrene & Chicago; bike path between Cindy & Folley, Oak to East of Elm- 5.75A)	\$ <u>3,443.00</u> x 12=\$ <u>41,316.00</u>

<u>AREA 4 Continued</u>			
<u>Site No.</u>	<u>Type</u>	<u>Location</u>	<u>Price Per Month Per Location With Irrigation Maint.* Annual Price Per Location</u>
417	T	<u>Chandler/Galaxy Glenview</u> (Basin -on Chandler Blvd. at Galaxy St. - 4.53 A)	\$ <u>2,713.00</u> x 12=\$ <u>32,556.00</u>
418	T	<u>Chandler/McClintock/Country Club Way</u> (Basins – two on Chandler Blvd. East & West of Country Club-North side; One on McClintock & South of Galveston- East side - 7.14 A)	\$ <u>4,276.00</u> x 12=\$ <u>51,312.00</u>
419	T	<u>Twelve Oaks</u> (Basins & ROW – South of Twelve Oaks Blvd. from Twelve Oaks Blvd. To Milky Way Dr. – 13.90 A)	\$ <u>8,325.00</u> x 12=\$ <u>99,900.00</u>
420	T	<u>Kyrene Rd.</u> (Basin-West side on Kyrene between Del Rio St. and Ivanhoe St. - 1.00 A)	\$ <u>598.00</u> x 12=\$ <u>7,176.00</u>
421	G	<u>McClintock - East side only</u> (ROW-North of Ivanhoe, South of Monterey to Galveston and medians on Ivanhoe & Monterey- 1.0A)	\$ <u>598.00</u> x 12=\$ <u>7,176.00</u>
422	G	<u>Twelve Oaks</u> - (bike path extension to the West of turf basin-East of Driftwood St.; no irrigation, desert plants-0.06A)	\$ <u>35.00</u> x 12=\$ <u>420.00</u>
423	G	<u>Chandler Blvd</u> (Medians-54th St to Price Road-2.25A)	\$ <u>1,347.00</u> x 12=\$ <u>16,164.00</u>
424	G	<u>Crafco Basin</u> (Basin-East of 56 th St and Crafco Way-1.0 A)	\$ <u>598.00</u> x 12=\$ <u>7,176.00</u>
425	G	<u>Ray Rd. & I-10 Entrance Way</u> (Median and ROW-North and South sides-2.0A)	\$ <u>1,197.00</u> x 12=\$ <u>14,364.00</u>
426	G	<u>Metro Blvds.</u> (Medians Tyson to Galveston-.02A)	\$ <u>11.00</u> x 12=\$ <u>132.00</u>

AREA 4 – CONTINUED:**AREA 4 – CONTINUED:**

<u>Site No.</u>	<u>Type</u>	<u>Location</u>	<u>Price Per Month Per Location With Irrigation Maint.</u>	<u>Annual Price Per Location</u>
427	T	<u>McClintock/Chandler Blvd.</u> (Basin-.2A)	\$ <u>119.00</u> x 12=\$	<u>1,428.00</u>
428	G	<u>McClintock/Chandler Blvd.</u> (Basin-.4A)	\$ <u>239.00</u> x 12=\$	<u>2,868.00</u>
429	G	<u>Geronimo St</u> (ROW, Stellar to 79 th St. -1.0A)	\$ <u>598.00</u> x 12=\$	<u>7,176.00</u>
430	G	<u>OLD ROOSEVELT WELLSITE</u> 500 S. Roosevelt (U) - .5 A No Irrigation/plants	\$ <u>299.00</u> x12 mo. \$	<u>3,588.00</u>
431	G	<u>PRICE FRONTAGE ROAD (L)</u> ROW and medians- From Route 202 North to the Western Canal, including lot on the northeast corner of Elliot and Price, road arterial intersection corners and median and ROW frontage on Elliot east of Price, on Warner east of Price, inside corners at Ray Rd, and Chandler Blvd – 43 Acres	\$ <u>25,754.00</u> x12 mo.\$	<u>309,048.00</u>
432	G	<u>56th St and the 202</u> North and South of highway (L) - .5A	\$ <u>299.00</u> x12 MO\$	<u>3,588.00</u>
433	G	<u>Chandler Village Dr and Rt 202</u> North side corners(L) - .5A	\$ <u>299.00</u> x12 MO\$	<u>3,588.00</u>
434	G	<u>McClintock Dr ROW</u> West side north of Rt 202(L) - .2A	\$ <u>119.00</u> x12 MO\$	<u>1,428.00</u>
435	G	<u>Frye Rd Median</u> East of Price (L) - .2A	\$ <u>119.00</u> 12 MO \$	<u>1,428.00</u>

AREA 4 - SECTION 1 - TRANSIT DIVISION FACILITIES**Site**

No.	Type	Location	Cost per Month	Qty	Annual-Extended
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436	G	TRANSIT CENTER, CHANDLER FASHION CENTER 1A, (L)	\$ 598.00	12mo.	\$ 7,176.00
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HOURLY RATES (AS NEEDED)

Hourly Rate for Optional Work, (based on 40 hrs per person): \$ 40 per Hr X40 \$ 1,600

Hourly Rate for Optional Work per crew (based on 40 hrs per crew): \$ 35 perHrX40 \$ 1,400

*Frequencies listed are listed as estimates ONLY and are not guaranteed.

AREA 4 MAINTENANCE RATES (for work requested which is NOT listed above)

Unit Cost Per Granite Acre (Based on 1 acre) \$ 283.14 /Acre

Unit Cost Per Turf Acre (Based on 1 acre) \$ 239.58 /Acre

EXHIBIT C
LIST OF CITYWIDE RAISED MEDIANS

<u>LIST OF RAISED MEDIANS</u>				
<u>FMA</u>	<u>NO.</u>	<u>LOCATION</u>	<u>NUMBER OF MEDIANS</u>	<u>NOTE</u>
01				
	1	DOBSON RD AT WESTERN CANAL	1	
	2	ELLIOT RD, PRICE RD TO DOBSON RD	2	
02				
	1	ALMA SCHOOL RD AT WESTERN CANAL	1	
03				
	1	ARIZONA AVE AT WESTERN CANAL	1	
04				
	1	TREMAINE RD, ARIZONA AVE TO NEVADA ST	5	Medians are flush.
05				
	1	DOBSON RD, NORTH OF WARNER RD	1	
06				
	1	ALMA SCHOOL RD, NORTH OF WARNER RD	2	
08				
	1	MCQUEEN RD, NORTH OF WARNER RD	3	
09				
	1	PRIEST DR, NORTH OF RAY RD	1	
10				
	1	KYRENE RD, NORTH OF RAY RD	1	
12				
	1	MCCLINTOCK DR, NORTH OF RAY RD	4	
14				
	1	WARNER RD, PRICE RD TO DOBSON RD	3	
	2	DOBSON RD, SOUTH OF WARNER RD	1	
15				
	1	WARNER RD, EAST OF DOBSON RD	1	
	2	ALMA SCHOOL RD, KNOX RD TO RAY RD	4	
16				
	1	WARNER RD, ALMA SCHOOL RD TO ARIZONA AVE	6	
	2	IOWA ST, NORTH OF RAY RD	1	
17				
	1	WARNER RD, ARIZONA AVE TO MCQUEEN RD	10	
	2	MCQUEEN RD, WARNER RD TO RAY RD	7	

18				
	1	COOPER RD, WARNER RD TO RAY RD	4	
19				
	1	RAY RD, I-10 TO 56TH ST	3	
	2	56TH ST, RAY RD TO CHANDLER BL	6	
20				
	1	RAY RD, 56TH ST TO KYRENE RD	6	
	2	KYRENE RD, RAY RD TO CHANDLER BL	8	
21				
	1	RAY RD, KYRENE RD TO RURAL RD	6	
	2	RURAL RD, RAY RD TO CHANDLER BL	7	
22				
	1	RAY RD, RURAL RD TO MCCLINTOCK DR	7	
	2	MCCLINTOCK DR, RAY RD TO CHANDLER BL	6	
23				
	1	RAY RD, MCCLINTOCK DR TO PRICE RD	6	
	2	METRO BL	3	
24				
	1	RAY RD, PRICE RD TO DOBSON RD	7	
	2	DOBSON RD, NORTH OF CHANDLER BL	1	
25				
	1	RAY RD, DOBSON RD TO ALMA SCHOOL	5	
	2	ALMA SCHOOL RD, RAY RD TO CHANDLER BL	2	
26				
	1	RAY RD, EAST OF ALMA SCHOOL RD	2	
27				
	1	RAY RD, ARIZONA AVE TO MCQUEEN RD	6	
	2	MCQUEEN RD, RAY RD TO CHANDLER BL	7	
28				
	1	RAY RD, MCQUEEN RD TO COOPER RD	6	
	2	COOPER RD, RAY RD TO CHANDLER BL	7	
30				
	1	CHANDLER BL, I-10 TO 56TH ST	4	
31				
	1	CHANDLER BL, 56TH ST TO KYRENE RD	7	
	2	KYRENE RD, CHANDLER BL TO SR202	6	
32				
	1	CHANDLER BL, KYRENE RD TO RURAL RD	5	
	2	RURAL RD, CHANDLER BL TO TWELVE OAKS BL	1	
33				
	1	CHANDLER BL, RURAL RD TO MCCLINTOCK DR	5	
	2	MCCLINTOCK DR, CHANDLER BL TO SR202	6	
34				
	1	CHANDLER BL, MCCLINTOCK DR TO PRICE RD	7	
35				

	1	CHANDLER BL, PRICE RD TO DOBSON RD	6	
	2	DOBSON RD, CHANDLER BL TO PECOS RD	9	
	3	FRYE RD, EAST OF PRICE RD	2	
	4	PRICE RD, NORTH OF SR202	1	
36				
	1	CHANDLER BL, DOBSON RD TO ALMA SCHOOL RD	6	
	2	ALMA SCHOOL RD, CHANDLER BL TO PECOS RD	6	
37				
	1	CHANDLER BL, ALMA SCHOOL RD TO HARTFORD ST	3	
38				
	1	MCQUEEN RD, CHANDLER BL TO PECOS RD	7	
39				
	1	CHANDLER BL, MCQUEEN TO COOPER RD	8	
	2	COOPER RD, CHANDLER BL TO PECOS RD	4	
40				
	1	CHANDLER BL, COOPER RD TO GILBERT RD	7	
41				
	1	PRICE RD, SR202 TO GERMANN RD	8	
	2	DOBSON RD, OECOS RD TO GERMANN RD	6	
42				
	1	PECOS RD, DOBSON RD TO ALMA SCHOOL RD	5	
	2	ALMA SCHOOL RD, PECOS RD TO GERMANN RD	6	
43				
	1	PECOS RD, ALMA SCHOOL RD TO ARIZONA AVE	6	
	2	ARIZONA AVE, PECOS RD TO GERMANN RD	6	
44				
	1	PECOS RD, ARIZONA AVE TO MCQUEEN	7	
	2	MCQUEEN RD, WILLIS RD TO GERMANN RD	4	
45				
	1	PECOS RD, MCQUEEN RD TO COOPER RD	7	
	2	COOPER RD, PECOS RD TO GERMANN RD	7	
46				
	1	PECOS RD, COOPER RD TO GILBERT RD	8	
	2	GILBERT RD, PECOS RD TO GERMANN RD	6	
	3	GERMANN RD, COOPER RD TO GILBERT RD	7	
47				
	1	GERMANN RD, PRICE RD TO DOBSON RD	6	
	2	PRICE RD, GERMANN RD TO QUEEN CREEK RD	8	
	3	DOBSON RD, GERMANN RD TO QUEEN CREEK RD	5	
48				
	1	GERMANN RD, DOBSON RD TO ALMA SCHOOL RD	7	

	2	ALMA SCHOOL RD, GERMANN RD TO QUEEN CREEK RD	6	
49				
	1	GERMANN RD, ALMA SCHOOL RD TO ARIZONA AVE	5	
	2	ARIZONA AVE, GERMANN RD TO QUEEN CREEK RD	4	
50				
	1	GERMANN RD, ARIZONA AVE TO MCQUEEN RD	10	
	2	MCQUEEN RD, GERMANN RD TO QUEEN CREEK RD	6	
51				
	1	GERMANN RD, MCQUEEN RD TO COOPER RD	7	
	2	COOPER RD, MEDIAN SOUTH OF GERMANN RD	1	
	3	AVIATION DR	5	
	4	AIRPORT BL	8	
	5	CURTISS WAY	1	
52				
	1	GILBERT RD, GERMANN TO QUEEN CREEK RD	7	
54				
	1	QUEEN CREEK RD, OLD PRICE RD TO PENNINGTON DR	9	
	2	DOBSON RD, NORTH OF OCOTILLO RD	4	
55				
	1	QUEEN CREEK RD, PENNINGTON TO ALMA SCHOOL RD	5	
56				
	1	QUEEN CREEK RD, ALMA SCHOOL RD TO ARIZONA AVE	7	
	2	ARIZONA AVE, QUEEN CREEK RD TO OCOTILLO RD	8	
57				
	1	QUEEN CREEK RD, ARIZONA AVE TO MCQUEEN RD	7	
	2	MCQUEEN RD, QUEEN CREEK RD TO OCOTILLO RD	7	
58				
	1	QUEEN CREEK RD, MCQUEEN RD TO COOPER RD	7	
	2	COOPER RD, QUEEN CREEK RD TO OCOTILLO RD	5	
59				
	1	QUEEN CREEK RD, COOPER RD TO GILBERT RD	5	
	2	GIBERT RD, QUEEN CREEK RD TO OCOTILLO RD	7	
60				
	1	QUEEN CREEK RD, EAST OF GILBERT RD TO THE CANAL	4	
61				

	1	DOBSON RD, SOUTH OF OCOTILLO RD	5	
62				
	1	OCOTILLO RD, EAST OF DOBSON RD	1	
	2	ALMA SCHOOL RD, BAKBOA WY TO CHANDLER HEIGHTS RD	5	
63				
	1	OCOTILLO RD, BASHA RD TO ARIZONA AVE	5	
	2	ARIZONA AVE, OCOTILO RD TO CHANDLER HEIGHTS RD	6	
64				
	1	OCOTILLO RD, ARIZONA AVE TO MCQUEEN RD	10	
	2	MCQUEEN RD, OCOTILLO RD TO CHANDLER HEIGHTS RD	9	
65				
	1	OCOTILLO RD, MCQUEEN RD TO COOPER RD	5	
	2	COOPER RD, OCOTILLO TO TO CHANDLER HEIGHTS RD	3	
66				
	1	OCOTILLO RD, COOPER RD TO GILBERT RD	10	
	2	GILBERT RD, OCOTILLO RD TO CHANDER HEIGHTS RD	8	
67				
	1	OCOTILLO RD, GILBERT RD TO LINDSAY RD	3	
	2	LINDSAY RD, OCOTILLO RD TO CHANDLER HEIGHTS RD	7	
69				
	1	CHANDLER HEIGHTS RD, ALMA SCHOOL RD TO ARIZONA AVE	7	
	2	ARIZONA AVE, CHANDLER HEIGHTS RD TO RIGGS RD	3	
70				
	1	CHANDER HEIGHTS RD, ARIZONA AVE TO MCQUEEN RD	4	
	2	MCQUEEN RD, CHANDLER HEIGHTS RD TO RIGGS RD	5	
72				
	1	CHANDLER HEIGHTS RD, COOPER RD TO GILBERT RD	4	
	2	GILBERT RD, CHANDLER HEIGHTS RD TO RIGGS RD	6	
73				
	1	CHANDLER HEIGHTS RD, GILBERT RD TO LINDSAY RD	4	
	2	LINDSAY RD, CHANDLER HEIGHT RD TO DESERT JEWEL BL	2	
74				
	1	CHANDLER HEIGHTS RD, LINDSAY RD TO 148TH ST	1	

75				
	1	ARIZONA AVE, SOUTH OF RIGGS RD	2	
76				
	1	RIGGS RD. ARIZONA AVE TO MCQUEEN RD	8	
	2	MCQUEEN RD, RIGGS RD TO HUNT HY	3	
77				
	1	RIGGS RD, MCQUEEN RD TO COOPER RD	5	
	2	COOPER RD, RIGGS RD TO HUNT HY	4	
78				
	1	RIGGS RD, COOPER RD TO GILBERT RD	4	
	2	GILBERT RD, RIGGS RD TO HUNT HY	5	
79				
	1	RIGGS RD, GILBERT RD TO LINDSAY RD	6	
	2	LINDSAY RD, SOUTH OF RIGGS RD	1	
80				
	1	RIGGS RD, LINDSAY RD TO VAL VISTA DR	5	
		TOTAL	660	
NOTES:				
	1	The median count represents a slice in time. They are constantly changing.		
	2	Not depicted are the various sizes the medians are, or the median surface type.		

EXHIBIT D1
Contractor's Equipment
(To be used on Agreement PW2-988-4516 only)

Computer Equipment	Gilbert Yard - 16 x 20 carport
(14) Management Vehicles	
(21) Mowers	
1018406 Vermeer SC372 Stump Cu	Mower 60 in Lazer
1019309 John Deere TX Turf Gat	Mower 72 in
Mower 42 in Navigator	Mower 72 in Ztrak
Mower 60 in	Mower Ztrack Z970R
(41) Other Field Equipment	
Backhoe 310E	Stump Cutter Stump Cutter SC372
Brush Chipper	Stump Grinder SC252
Chemical sprayer 5.5 hp	Truck Aerial
Chipper Brush 1500 Chipper Brush 1800XL	Utility Vehicle
Chipper Wood 1800 Chipper Wood 1800XL	Utility Vehicle 4010 4x4
Sprayer SK-260-MP - Altec	Utility Vehicle Gator TX
Stand On Aerator	Utility Vehicle Mule
(39) Production Vehicles	
4300	F650 Chipper Truck
4700 Boom Truck & Chipper Body	F650 Tree Truck
Chipper Truck	F750 F750 Chipper Truck
F250 F250 CC XL F250 RC XL F250 SC	F750 RC XL FORESTRY
F450 F450 CC XL 4x4 F450 Flatbed F450 SPRAY	Ford F450 XL CC, 4x4, Cab
(22) Trailers	
1011813 Millerbilt Equipment T	Trailer 20 ft Box
1013528 International Chipper	Trailer 22 ft Flatbed
1019061 Vermeer BC1500 Chipper	Trailer 6 ft Flatbed
Trailer 10 ft Utility	Trailer 8 ft Flatbed
Trailer 16 ft	Trailer Tilt
Trailer 16 ft Enclosed Box	Trailer Utility
F750 AERIAL	
Water Wagon	

EXHIBIT D2**Personnel to be Assigned and their Qualification/Experience
(To be assigned to Agreement PW2-988-4516 only)****Leadership****JOSHUA DAKE – SENIOR VICE PRESIDENT**

- Part of the Executive Leadership Team that assist in developing, implementing, and evolving BrightView's industry leading Standard Operation Procedures.
- Works Directly with local Arizona teams to assist in leveraging national resources that can be made available to local operations.
- B.S. in Horticulture with a Minor in Spanish from the Virginia Tech.
- Served as an Enhancement Manager, Branch manager, VPGM, and currently SVP.
- 19 years in the landscape industry | 14 years with BrightView

JON HASBROUCK - VICE PRESIDENT & GENERAL MANAGER

- Constantly works to provide you with industry-leading value for the cost by improving BrightView's daily operations and value-added services, as well as creating innovative cost-reduction solutions
- Recruits and develops managers and field personnel that have a proven track record of industry success
- Builds and maintains relationships with customers to ensure we are exceeding your expectations.
- B.A. in Economics and MBA from the University of Arizona
- Served as CFO for The Legacy Groundskeeper for 9 years | 14 years in the landscape with BrightView

NICK PEREZ – BRANCH MANAGER

- Responsible for daily operations including Maintenance, Enhancement, Tree Care and Office Administration.
- Completes regular quality inspection evaluations of your property to hold Account Managers, Production Managers and crews accountable for highest quality, efficiency and safety
- Develops and maintains relationships with customers to ensure we are exceeding your expectations
- Mentors your Account Manager in developing management skills and gaining a deeper horticulture knowledge
- Ensure that his staff is prepared to deliver the services that are expected from an industry leaders
- Bachelors of Science in Education from Northern Arizona University
- 17 years in the landscape industry with BrightView

ALEX VIZCARRA – MAINTENANCE AND ENHANCEMENT SUPERINTENDANT

- Communicates regularly with City of Chandler Contract Specialist to understand needs and priorities, report on status of landscape operations and continually understands how we can increase customer satisfaction with The City of Chandler.
- Develop a solid understanding of the contract in order to provide the service expected in scope of work
- Coordinates daily operations of landscape crews according to scope of work, Focus on City of Chandler priorities and best horticultural practices, to achieve the
- Builds an outstanding production team; supports a team environment
- Assist with any Enhancement Designs, Enhancement Projects and Irrigation Audit
- Experienced in Industry Design and Rendering programs
- Perform renovation projects which will include but not limited grading, irrigation installation, tree installation, plant installation and granite installation
- Smartscape Trained
- Sustainable Landscape Management Trained
- 34 years in landscape industry | 29 years with BrightView Landscape Services

Staffing - Key Personnel



JOEL RAMIREZ— AREA CREW LEADER

- Communicates daily with Contract Specialist to discuss daily, weekly and monthly schedule
- Develop a solid understanding of the contract in order to provide the service expected in scope of work
- Work closely with Irrigation Tech, Spray Tech and Landscape crews according to the scope of work
- Leads the daily operation process in order to make sure the Contract Specialist priorities and concerns are being addressed
- Coordinates daily operations of landscape crews according to scope of work, clients priorities and best horticultural practices, to achieve the highest standard of quality
- Development of service schedules, provides leadership, assists in training crews and establish protocol to meet contract specifications
- Responsibility will include developing a detailed weed control program in turf and landscape areas while adhere to federal and state requirement established by Arizona Pest Management
- Responsibility for proper application of herbicides and fertilizer to ensure a safe working environment for the public
- Extensive experience in Municipalities and Department of Transportation contracts
- Highly knowledgeable in Irrigation Timers and troubleshooting
- Irrigation Level 1 and Level 2 ALCA Certified
- Certified Structural Pest Control Applicator (Right-of-Ways, Turf & Ornamental)
- Sustainable Landscape Management Trained
- 34 years experience in the landscape industry | 32 years with BrightView Landscape Services

RICHARD DAVALOS — AREA CREW LEADER

- Communicates daily with Contract Specialist to discuss daily, weekly and monthly schedule
- Develop a solid understanding of the contract in order to provide the service expected in scope of work
- Regularly interact with Contract Specialist, providing prompt communication, actively listening and looking for ways to improve all aspects of Landscape contract
- Leads the daily operation process in order to make sure that Contract Specialist priorities and concerns are addressed
- Work closely with Irrigation Techs, Spray Tech and landscape crews according to the scope of work
- Coordinates daily operations of landscape crews according to scope of work, clients priorities and best horticultural practices, to achieve the highest standard of quality
- Extensive experience in Facilities and Department of Transportation Contract
- Extensive experience in Irrigation and Water Management
- Provide and implement a solid water management plan to utilize water as efficiently as possible
- Irrigation Level 1 and Level 2 ALCA Certified
- 17 years experience in the landscape industry | 14 years with BrightView Landscape Services

CRAIG KENNEDY— AREA CREW LEADER

- Communicates regularly with Contract Specialist to understand your needs and priorities, report on status of landscape operations and continually understands how we can increase your satisfaction Coordinates daily operations of landscape crews according to scope of work, your priorities and best horticultural practices, to achieve the highest quality
- Coordinates daily operations of landscape crews according to scope of work, clients priorities and best horticultural practices, to achieve the highest standard of quality
- Development of service schedules, provides leadership, assists in training crews and establish protocol to meet contract specifications
- Builds an outstanding production team; supports a team environment
- Development of service schedules, provides leadership, assists in training crews and establish protocol to meet contract specifications
- Responsibility will include developing a detailed weed control program in turf and landscape areas while adhere to federal and state requirement established by Arizona Pest Management
- Responsibility for proper application of herbicides and fertilizer Extensive experience in Municipalities and Department of Transportation contracts
- 20 years' experience in the landscape industry | 11years with BrightView Landscape Services)

Staffing - Key Personnel

TYRUS ETHERIDGE—AREA CREW LEADER

- Communicates regularly with Contract Specialist to understand your needs and priorities, report on status of landscape operations and continually understands how we can increase your satisfaction with BrightView
- Communicates daily with Contract Specialist to discuss daily, weekly and monthly schedule
- Develop a solid understanding of the contract in order to provide the service expected in scope of work
- Regularly interact with Contract Specialist, providing prompt communication, actively listening and looking for ways to improve all aspects of Landscape contract
- Leads the daily operation process in order to make sure that Contract Specialist priorities and concerns are addressed
- Work closely with Irrigation Techs, Spray Tech and landscape crews according to the scope of work
- Coordinates daily operations of landscape crews according to scope of work, clients priorities and best horticultural practices, to achieve the highest standard of quality
- Extensive experience in Transportation Contract
- Extensive experience in Irrigation and Water Management
- Provide and implement a solid water management plan to utilize water as efficiently as possible
- Irrigation Level 1 and Level 2 ALCA Certified
- 19 years' experience in the landscape industry | 14 years with BrightView Landscape Services

KEITH KELLOGG—TREE CARE BUSINESS DEVELOPMENT

- Oversee operations during Tree Care service
- Assist in preparation of a Tree Care Service budget and Tree Inventory
- International Certified Society of Arboriculture (ISA) Certified Arborist
- International Certified Society of Arboriculture (ISA) Certified Tree Climber
- 19 Years in the landscape industry
- 16 Years with BrightView Tree Care Services

JAMES CARR – IRRIGATION MANAGER

- Oversee Irrigation services
- Assist in performing Irrigation Audits
- ABPA—Backflow Prevention Specialist #03-02931
- International Certified Society of Arboriculture (ISA) Certified Arborist
- International Certified Society of Arboriculture (ISA) Certified Tree Climber
- 17 Years in the landscape industry
- 5 Years with BrightView Landscape Services

MARIA ELLIS REVELE – BRANCH ADMINISTRATOR

- Oversee contract set up, license and renewals
- Create sales order and process all invoices
- Increasing customer service satisfaction by supporting the Account Manager, Production Manager, Enhancement Managers, Tree Manager, Irrigation Manager & Landscape Crews
- Receivable / Invoices, special billing / prepare and submit proposals and invoices
- Responsible for Public Relations, Customer Services and Employee Development
- 10 Years with BrightView Landscape Services

Licensed Spray Technicians

Last Name	First Name	Certified Applicator Nbr.	CA Expires	Last Name	First Name	Certified Applicator Nbr.	CA Expires
ACOSTA	ARTURO	200686	5/31/2023	MORALES	MARTIN A.	971053	5/31/2023
ACUNA	DANIEL SHANE	160355	5/31/2023	MORENO	GIOJANESSIS	210677	5/31/2022
AGUILAR	CARLOS	150693	5/31/2023	NELSON	JOHN SPARKS	110773	5/31/2023
AGUILAR, SR.	VICTOR IGNACIO	990417	5/31/2023	OLSON	DONALD CHARLES	930077	5/31/2022
ALCALA-RIOS	ELIAS	180769	5/31/2022	PARRA	ALVARO	150790	5/31/2023
ARIAS	ERIK	171220	5/31/2022	PARRA	ROBERT ANTHONY	200225	5/31/2023
BAIRD	JOHNNY LEA	190158	5/31/2022	PERLING	WILLIAM C.	160035	5/31/2023
BILTZ	ANDREW ALAN	120067	5/31/2023	PERRY	WANDA LEA	900762	5/31/2023
BRINKLEY	IDA MARIE	191369	5/31/2022	PETTY	ROBERT ANDREW	190795	5/31/2023
CALDERON	ANGEL QUINTANA	10362	5/31/2023	PRICE	STEPHEN WAYNE	191337	5/31/2023
CAMPOS	JESUS	200870	5/31/2023	RAMIREZ	JOEL	980692	5/31/2023
CASTANEDA	DAVID MARQUEZ	150824	5/31/2022	RAMOS-ALVARADO	ROSARIO ARTURO	191242	5/31/2022
FLOREZ	YGNACIO	940130	5/31/2023	RUELAS, JR	ALFRED	110458	5/31/2023
GIBSON	MICHAEL EDWIN	1000024990	5/31/2023	SANCHEZ	TRAVIS AUSTIN ADELINO	210345	5/31/2022
GIBSON	MICHAEL EDWIN	20027	5/31/2024	SCEARCE	JOHN HENRY	40484	5/31/2023
GONZALES	ANTHONY S	140723	5/31/2023	SEXTON	DAVID LEE	960703	5/31/2023
HERNANDEZ, JR.	CORNELIO	980690	5/31/2023	SMITH	DANIEL JUSTIN	190454	5/31/2022
HOLMES	SEAN A	140358	5/31/2023	SOLORIO	ISRAEL S	170095	5/31/2023
LANDEROS	JORGE VELASCO	190588	5/31/2022	STEPHENS	ROBERT LUHRS	120315	5/31/2023
LOPEZ	GERARDO H	1032	5/31/2023	STUCK	TIMOTHY DEAN	920478	5/31/2023
LUNDSTROM	JOHN ISSAC	80631	5/31/2023	TELLEZ	GUSTAVO	180507	5/31/2023
MARTINO	MARK ANTHONY	130271	5/31/2023	VALDEZ- LAMADRID	FERNANDO Y	200517	5/31/2022
MAXWELL	JAMES BRYAN	90263	5/31/2023	WAGNER-RUYBAL	JASON ALAN	180741	5/31/2023
MERAZ	LUIS ARTURO	990795	5/31/2023				

Arizona Certified Landscape Professional

First Name	Last Name	Certificate Number	Certification Expiration
Jason	Ruybal	A0618-775	2022-06-07
Christopher	Bartram	A1015-610	2022-10-11
Howard Steven	Underwood	A0721-957	2023-07-18
Gustavo	Tellez	A0721-958	2023-07-20
Daniel	Acuna	A0821-965	2023-07-29
Katerina	Villagomez	A0222-993	2024-02-19
Ivan	Ramos	A0322-999	2024-03-15
Fernando	LaMadrid	A1118-822	2024-06-02

ALCA Certified Irrigation Technician

First Name	Last Name	Certificate Number	Certification Expiration
James	Carr	S0417-1171	2024-04-28

Certified Backflow Specialist

Kenny Rodgers
 Brian Williams
 Anthony Moya
 Jason Solis
 James Carr

Certified Arborist

Keith Kellogg
 Antone Silva

Sustainable Landscape Management

First Name	Last Name	Certificate Number	Certification Expiration
Jon	Hasbrouck	S0520-1779	2022-05-25
Gabriel	Medina	A0412-15	2022-06-23
Amanda	Rivera	S1020-1798	2022-10-02
Rob	Stephens	S1020-1800	2022-10-05
Matt	Bolling	S1020-1802	2022-10-06
Jared	Pruett	S1020-1808	2022-10-07
Lorenzo	Majalca	S0221-1825	2023-02-10
Manny	Ponce	S0221-1827	2023-02-11
Jason	Ruybal	S0217-1149	2023-02-12
Michael	Samples	S0417-1169	2023-04-07
Jerome	Joseph	S0621-1855	2023-06-18
Natalia	Lingos	S0621-1856	2023-06-18
Katerina	Villagomez	S0621-1852	2023-06-18
Javier	Rodelo Diaz	S0621-1872	2023-06-21
John	Lundstrom	S0115-763	2023-06-23
Gustavo	Tellez	S0617-1198	2023-06-27
Daniel	Acuna	S0617-1196	2023-07-04
Carlos	Aguilar	S0721-1881	2023-07-07
Stephen	Price	A0312-30	2023-07-07
Anna	Detoro	S0921-1894	2023-09-26
Jon	Berg	S0122-1920	2024-01-28
Brandon	Freisner	S0122-1918	2024-01-28
Chris	Mulford	S0220-1721	2024-02-07
Michael	Gibson	B0213-03	2024-02-09
Peter	Clauer	S0222-1936	2024-02-15
Nigel	Schiess	S0322-1956	2024-03-21
Asolelei	Aimalefoa	S0422-1965	2024-04-22
James	Carr	S0417-1171	2024-04-28

Exhibit E

Irrigation Technician Tool Inventory	
Round Point Shovel	Square Shovel
Trenching Shovel	Sharpshooter shovel
Mattock/Pick	Leaf and Iron Rake
Professional Grade Loppers	Wire Strippers
Lineman's Pliers	Long Nose/Needle Nose Pliers
Combination Wrench Set	Hex Key Set
18" Heavy Duty Straight Pipe Wrench	24" Heavy Duty Straight Pipe Wrench
Channellock Straight Jaw Tongue & Groove Plier Set	Silicone Filled Wire Connectors
Dri-Splice Wire Pre-Filled Connectors	Hammer
Tape Measure	Water Meter Key
Screwdriver Set	Tone Generator and Probe Kit
Digital Multimeter & Tester	PVC Glue
PVC Primer	Ratcheting PVC Cutter
PVC Saw	Teflon Tape/PTFE
Teflon Paste Thread Sealant	Rain Master Remote, Hunter Remote for Controllers
Keys for Rain Master, Hunter, and Irritrol Controllers	Any Other Tools Required to Perform Irrigation Repairs

Exhibit F

Laborer/Driver Tool Inventory	
Round Point Shovel	Square Shovel
Push Broom	Backpack Blower
Pole Pruner Set	Loppers
Hand Pruners	Litter Trash Picker
Leaf Rake	Iron Rake
Trash Bags	Trash Can
Pruning Saw	Post Pounder
Tree Stakes	Guy Wire
Lineman's Pliers	Gas Can
Cleaning Rags (Water Fountains)	Cleaning Solution (Water Fountains)
Any Additional Tools Required to Complete Work Task	

Exhibit G

Contractor's Equipment	
The minimum equipment requirements for this Agreement per maintenance area	
(2) Chainsaws	Backpack Blowers
(2) Hedge Trimmers	Extended-Reach Trimmer
Telescopic Gas Pole Pruner	18' Pole Pruner Set
Round Point Shovel	Square Shovel
Push Broom	Backpack Blower
Pole Pruner Set	Loppers
Hand Pruners	Litter Trash Picker
Leaf Rake	Iron Rake
Pruning Saw	Post Pounder
Tree Stakes	Guy Wire
Lineman's Pliers	Gas Can
Trash Cans	Any Additional Professional Grade Tools to Complete Work Task

Exhibit H

Irrigation Components	
The City shall be responsible for furnishing the following replacement units for repair of the irrigation systems.	
Controllers	Valve Boxes
Irrigation Controllers	Copper Pipe
Backflows	Copper Fittings
Irrigation Valves	Irrigation Pumps
Backflow Cages	Turf Spray Heads, Rotors, and Nozzles
Concrete	
Regulators	
Filters	

Exhibit I

Herbicide Brand Name or Equivalent	
The City has approved the following herbicides to be utilized for weed control for this contract. Additional products may be approved upon request and evaluation by the City	
Product Name	Active Ingredient
Roundup Pro Concentrate	Glyphosate-isopropylammonium
Milestone	Aminopyralid
Chetah Pro	Glufosinate Ammonium
Lontrel	Clopyralid
Gallery	Isoxaben
Q4 Plus	2,4-D, dimethylamine, Dicamba, dimethylamine, Quinclorac , Sulfentrazone
Dimension	Dithiopyr
Reward	Diquat dibromide
Finale	Glufosinate-ammonium
Tribune	Diquat Dibromide
Roundup QuickPro	Diquat dibromide, Glyphosate
Pendulum Aqua Cap	Pendimethalin
MSO Oil	Alkylaryl polyoxyethylene glycol and other ethoxylated derivatives (surfactant)
Gun Smoke	Monocarbamide dihydrogen sulfate, alkyl amine ethoxylate, 1,2,3-trihydroxypropane
Brandt Magnify	Oligomeric D-glucopyranose decyl octyl glycosides, Ammonium sulfate, and Ammonium nitrate
Sedge Hammer	Halosulfuron-methyl, methyl 3-chloro-5-(4,6-dimethoxypyrimidin-2-ylcarbamoysulfamoyl)-1-methylpyrazole-4-carboxylate
Monument 75WG	2-Pyridinesulfonamide, N-[[[4,6-dimethoxy-2-pyrimidinyl)amino]carbonyl]-3-(2,2,2-trifluoroethoxy)-, monosodium salt, monohydrate
Certainty	Sulfosulfuron

LANDSCAPE CONTRACT FREQUENCY SCHEDULE

Service Year		Approximate Time Frequencies* Per
Turf Aeration	Prior to 1 st fertilizer application	1
Backflow Testing	All potable backflows. December as required	1
Cleaning/Litter	Every 7 days, as required	52
Raking	Every other month	6
Weed Control	Pre-emergent is to occur two (2) times per year. The 1 st application is to occur August thru September – utilizing Pendimethalin herbicide or approved equal. The 2 nd application is to occur from March thru April utilizing Dithiopyr or approved equal. All Pre- and Post-emergent herbicides are at CONTRACTOR'S cost to meet standards and applicable laws. Post-emergent shall be applied daily kept free of grass and weeds. All weeds controlled by chemical and mechanical means. All weeds are to be removed.	2 Daily
Pest Control	As required	1
Fertilizing (Plants)	Once per year	1
Fertilizing (turf)	Three (3) times per year First week of May thru First week of August	3
Pruning (trees)	Once per year (minimum) & as needed	1
Trimming	As required for trees and shrubs to be maintained in a pleasing and safe appearance at all times.	12

Mowing	3rd week of April thru 2nd week of October weekly (refer to section 3 of standards) And 3rd week of October thru 2nd week of April (refer to section 3 of standards)	31
Irrigation Maintenance	Bi-weekly check of all systems. Repairs made as required.	26
Palm Pruning	Pruning of all palms in May to June and as needed to maintain appearance	1
Palm Treatment	Treatment of all palms with wide-spectrum Fungicide Kocide or approved equal, in November (once) and as needed to prevent disease.	1
Olive Treatment	Treatment between January and April on all pollen/fruit bearing Olive trees.	2
CITY-Wide Medians	Bi-Weekly maintenance (including cleaning and weeding)	26

*Frequencies are listed as estimates ONLY and are not guaranteed.

Correction Time Limit Schedule:

Water & Sprinkler Repair *	2	working days
Weed Control	3	working days
Mowing	2	working days
Cleaning	2	working days
Fertilization	5	working days
Trimming	3	working days
Pruning	10	working days
Hazard Removal (sight obstruction) *	1	working day
Replanting	10	working days
Dead Plant Removal	2	working days
Schedules	2	working days
Total Neglect of Area *	1	working day

The items denoted with an asterisk are considered serious deficiencies. If after the second inspection the Contract Administrator/designee still finds the deficiency, a \$100.00 re-inspection fee may be assessed for each area found in this condition. If repeat deficiencies are noted in a given area within a 30-day time frame, then this condition will be construed as a serious deficiency and the re-inspection fee will be assessed. Accumulated re-inspection fees will be deducted from CONTRACTOR's monthly payments.

If multiple deficiencies or re-inspection charges are evident, Contract Administrator/designee may require a weekly status report for each site each week indicating condition, tree/plant health, irrigation status, pest treatments, chemical application, or any other relevant information to the site.

EXHIBIT J TO AGREEMENT INSURANCE

General.

- A. At the same time as execution of this Agreement, the Contractor shall furnish the City a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to City. Provided, however, the A.M. Best rating requirement shall not be deemed to apply to required Workers' Compensation coverage.
- B. The Contractor and any of its subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.
- C. The insurance requirements set forth below are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.
- D. The City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect Contractor from liabilities that might arise out of the performance of the Agreement services under this Agreement by Contractor, its agents, representatives, employees, subcontractors, and the Contractor is free to purchase any additional insurance as may be determined necessary.
- E. Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve the Contractor from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement.
- F. Use of Subcontractors: If any work is subcontracted in any way, the Contractor shall execute a written contract with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of the Contractor in this Agreement. The Contractor is responsible for executing the Agreement with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.

Minimum Scope and Limits of Insurance. The Contractor shall provide coverage with limits of liability not less than those stated below.

- A. *Commercial General Liability-Occurrence Form.* Contractor must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 aggregate. Said insurance must also include coverage for products and completed operations, independent contractors, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

- B. *Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles*
Vehicle Liability: Contractor must maintain Business/Automobile Liability insurance with a limit of \$1,000,000 each accident on Contractor owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Agreement. If any Excess or Umbrella insurance is utilized to fulfill the requirements of this paragraph, the Excess or Umbrella insurance must be "follow form" equal or broader in coverage scope than underlying insurance.
- C. *Workers Compensation and Employers Liability Insurance:* Contractor must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor employees engaged in the performance of work or services under this Agreement and must also maintain Employers' Liability insurance of not less than \$1,000,000 for each accident and \$1,000,000 disease for each employee.
- Additional Requirements:
- a. The policy shall provide a waiver of subrogation

Additional Policy Provisions Required.

- A. *Self-Insured Retentions or Deductibles.* Any self-insured retentions and deductibles must be declared and approved by the City. If not approved, the City may require that the insurer reduce or eliminate any deductible or self-insured retentions with respect to the City, its officers, officials, agents, employees, and volunteers.
1. The Contractor's insurance must contain broad form contractual liability coverage.
 2. The Contractor's insurance coverage must be primary insurance with respect to the City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, agents, and employees shall be in excess of the coverage provided by the Contractor and must not contribute to it.
 3. The Contractor's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 4. Coverage provided by the Contractor must not be limited to the liability assumed under the indemnification provisions of this Agreement.
 5. The policies must contain a severability of interest clause and waiver of subrogation against the City, its officers, officials, agents, and employees, for losses arising from Work performed by the Contractor for the City.
 6. The Contractor, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of three years following completion and acceptance of the Work.

The Contractor must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this three year period containing all the Agreement insurance requirements, including naming the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.

7. If a Certificate of Insurance is submitted as verification of coverage, the City will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement.

B. *Insurance Cancellation During Term of Contract/Agreement.*

1. If any of the required policies expire during the life of this Contract/Agreement, the Contractor must forward renewal or replacement Certificates to the City within ten days after the renewal date containing all the required insurance provisions.
2. Each insurance policy required by the insurance provisions of this Contract/Agreement shall provide the required coverage and shall not be suspended, voided or canceled except after 30 days prior written notice has been given to the City, except when cancellation is for non-payment of premium, then ten days prior notice may be given. Such notice shall be sent directly to Chandler Law-Risk Management Department, Post Office Box 4008, Mailstop 628, Chandler, Arizona 85225. If any insurance company refuses to provide the required notice, the Contractor or its insurance broker shall notify the City of any cancellation, suspension, non-renewal of any insurance within seven days of receipt of insurers' notification to that effect.

A. *City as Additional Insured.* The policies are to contain, or be endorsed to contain, the following provisions:

1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: The City, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, the Contractor including the City's general supervision of the Contractor; Products and Completed operations of the Contractor; and automobiles owned, leased, hired, or borrowed by the Contractor.
2. The City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Agreement.

EXHIBIT K TO AGREEMENT SPECIAL CONDITIONS

WORK IN CITY RIGHT-OF-WAY

Work within the City's Right-of-Way. All work performed within the City's Right-of-Way by the Contractor and his/her subcontractors must comply with the City of Chandler requirements.

ACCESS TO SECURED FACILITIES

Contract Worker Access Controls, Badge and Key Access Requirements. A Contract Worker shall not be allowed to begin work in any City facility without: (A) The prior completion and the City's acceptance of the required background screening; and (B) when required, the Contract Worker's receipt of a City issued badge. A badge will be issued to a Contract Worker solely for access to the City facility(s) to which the Contract Worker is assigned. Each Contract Worker who enters a City facility must use the badge issued to the Contract Worker. Any and all fees associated with security badging will be assessed in compliance with Chandler City Code §4-22.

Key Access Procedures. If the Contract Worker's services require keyed access to enter a City facility(s), a separate key issue/return form must be completed and submitted by Contractor for each key issued.

Stolen or Lost Badges or Keys. Contractor shall report lost or stolen badges or keys to the City immediately. A new badge application or key issue form shall be completed and submitted along with payment of the applicable fees prior to issuance of a new badge or key.

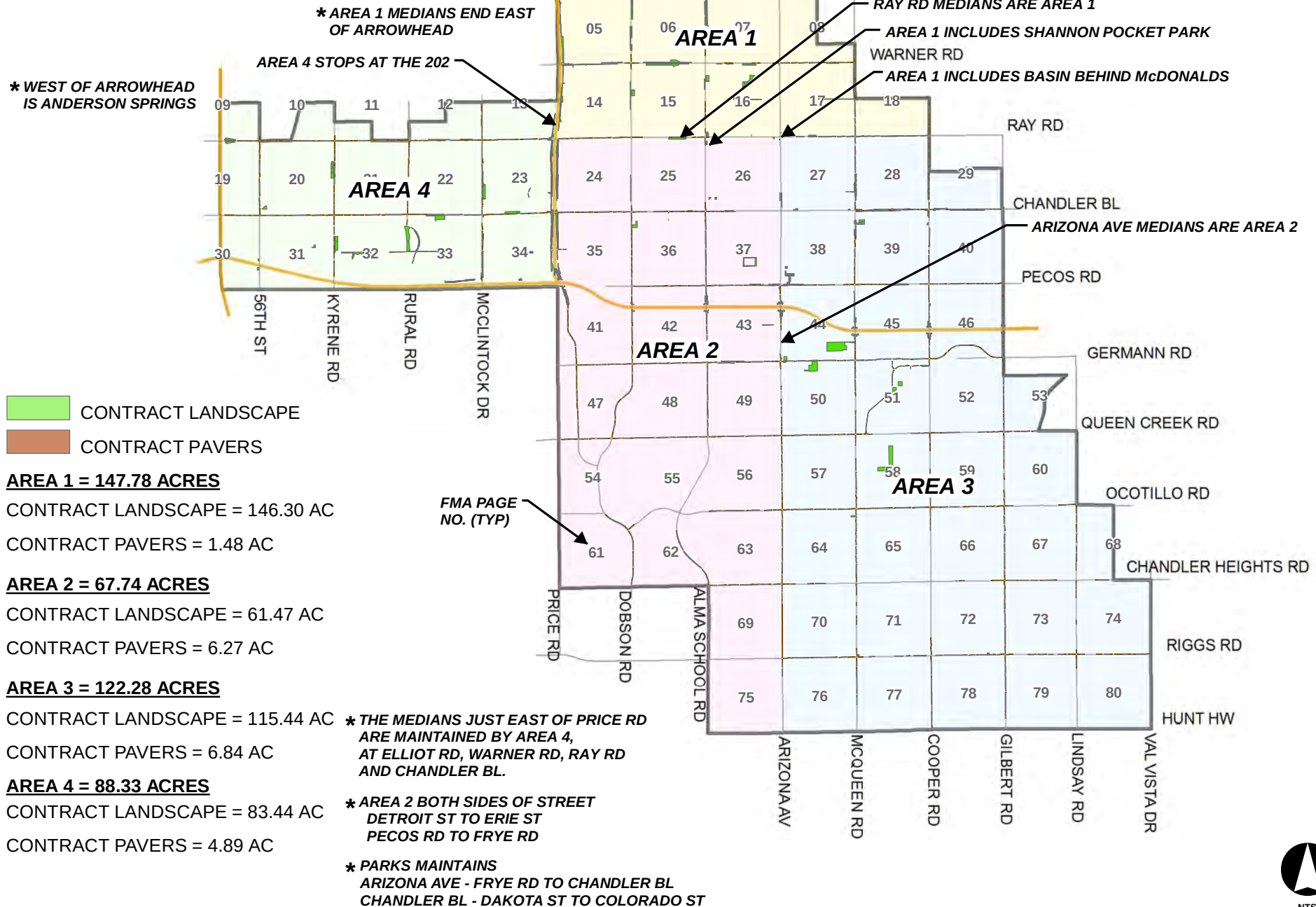
Return of Badges or Keys. All badges and keys are the property of the City and must be returned to the City within one business day of when the Contract Worker's access to a City facility is no longer required to furnish the services under this Agreement. Contractor shall collect a Contract Worker's badge and key(s) upon the termination of the Contract Worker's employment; when the Contract Worker's services are no longer required at the particular City facility(s); or upon termination, cancellation or expiration of this Agreement.

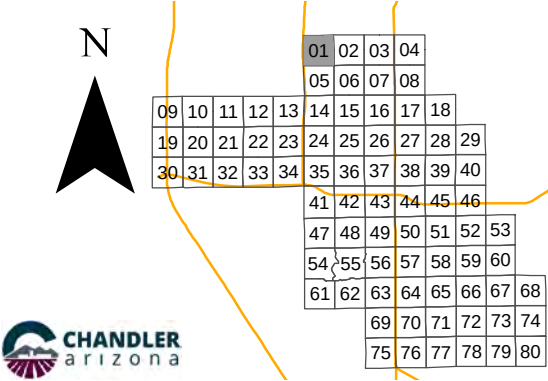
Contractor's default under this Section shall include, but is not limited to the following: (1) Contract Worker gains access to a City facility(s) without the proper badge or key; (2) Contract Worker uses a badge or key of another to gain access to a City facility; (3) Contract Worker commences services under this Agreement without the proper badge, key or Background Screening; (4) Contract Worker or Contractor submits false information or negligently submits wrong information to the City to obtain a badge, key or applicable Background Screening; or (5) Contractor fails to collect and timely return Contract Worker's badge or key upon termination of Contract Worker's employment, reassignment of Contract Worker to another City facility or upon the expiration, cancellation or termination of this Agreement. Contractor acknowledges and agrees that the access control, badge and key requirements in this Section are necessary to preserve and protect public health, safety and welfare. Accordingly, Contractor agrees to properly cure any default under this Section within three business days from the date notice of default is sent by the City. The parties agree that Contractor's failure to properly cure any default under this Section shall constitute a breach of this Section. In addition to any other remedy available to the City at law or in equity, Contractor shall be

liable for and shall pay to the City the sum of \$1,000.00 for each breach by Contractor of this Section. The parties further agree that the sum fixed above is reasonable and approximates the actual or anticipated loss to the City at the time and making of this Agreement in the event that Contractor breaches this Section. Further, the parties expressly acknowledge and agree to the fixed sum set forth above because of the difficulty of proving the City's actual damages in the event that Contractor breaches this Section. The parties further agree that three breaches by Contractor of this Section arising out of any default within a consecutive period of three months or three breaches by Contractor of this Section arising out of the same default within a period of 12 consecutive months shall constitute a material breach of this Agreement by Contractor and the City expressly reserves all of its rights, remedies and interests under this Agreement, at law and in equity including, but not limited to, termination of this Agreement.

2020 CONTRACT LANDSCAPE MAINTENANCE QUANTITIES

EXHIBIT H





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05	06		

FMA QUARTER REFERENCE GRID			
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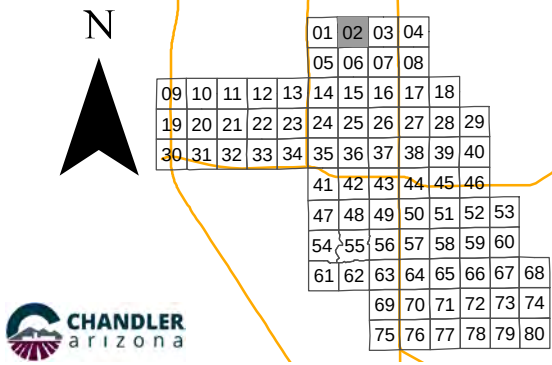
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CONTRACT
LANDSCAPE
MAINTENANCE
FMA MapBook



FMA 01

- CONTRACT LANDSCAPE
- CONTRACT PAVERS



FMA SECTION REFERENCE GRID			
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FMA QUARTER REFERENCE GRID	
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A12	A13

FMA 02

CONTRACT LANDSCAPE MAINTENANCE

FMA MapBook



FMA 02

- CONTRACT LANDSCAPE
- CONTRACT PAVERS



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FMA SECTION
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FMA QUARTER
REFERENCE GRID

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FMA 03

**CONTRACT
LANDSCAPE
MAINTENANCE
FMA MapBook**



FMA 03



CONTRACT LANDSCAPE

CONTRACT PAVERS



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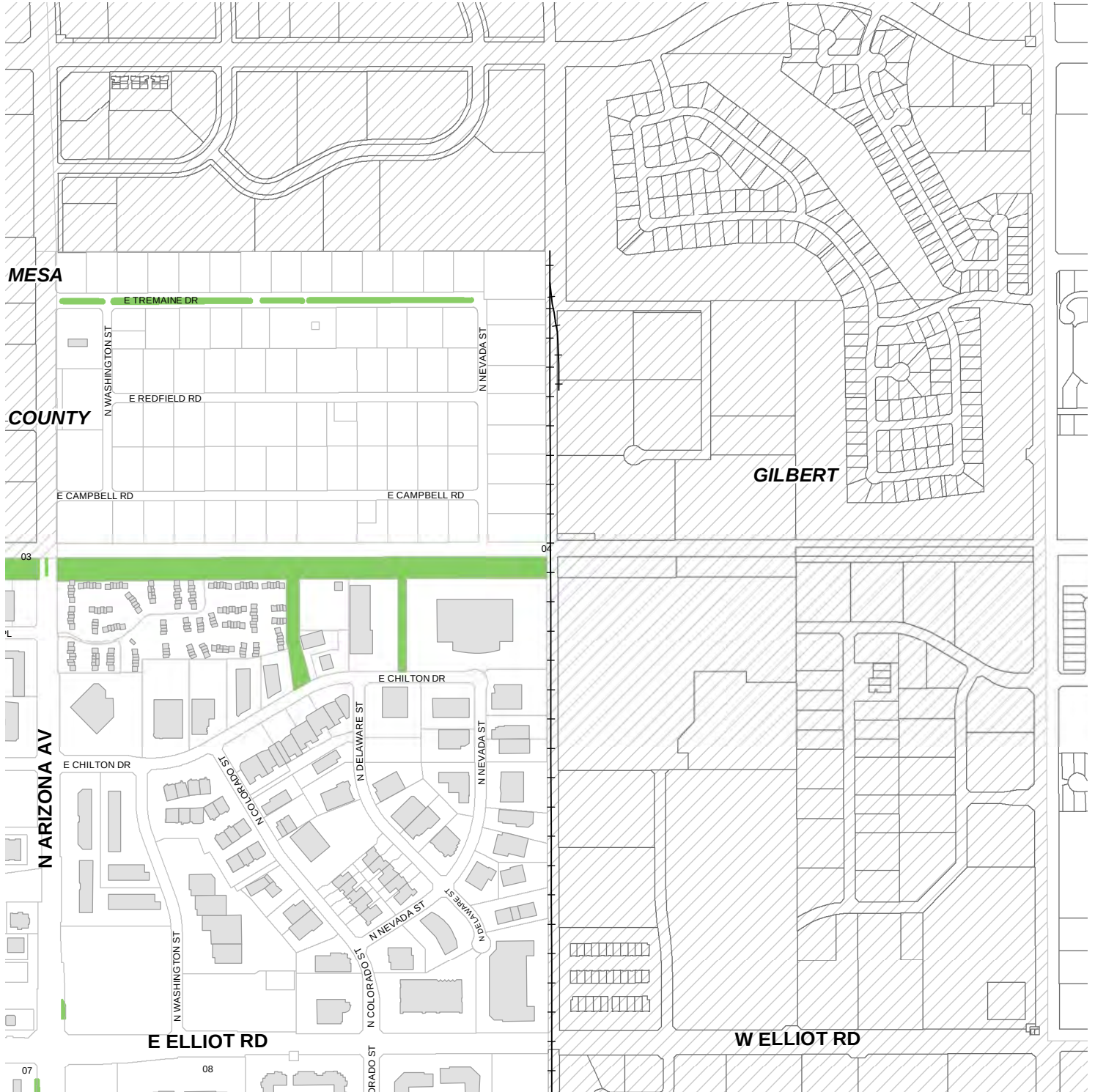
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FMA 04

**CONTRACT
LANDSCAPE
MAINTENANCE
FMA MapBook**



FMA 04

 CONTRACT LANDSCAPE
 CONTRACT PAVERS



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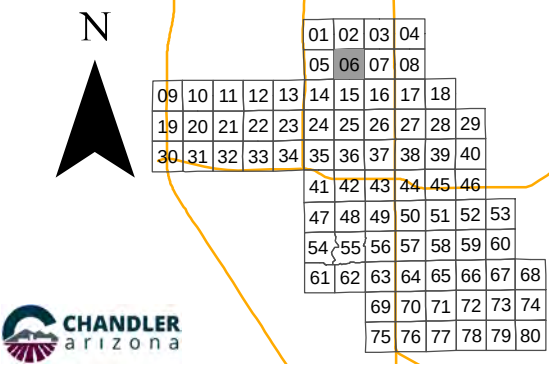
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**CONTRACT
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FMA MapBook**



FMA 05

CONTRACT PAVERS

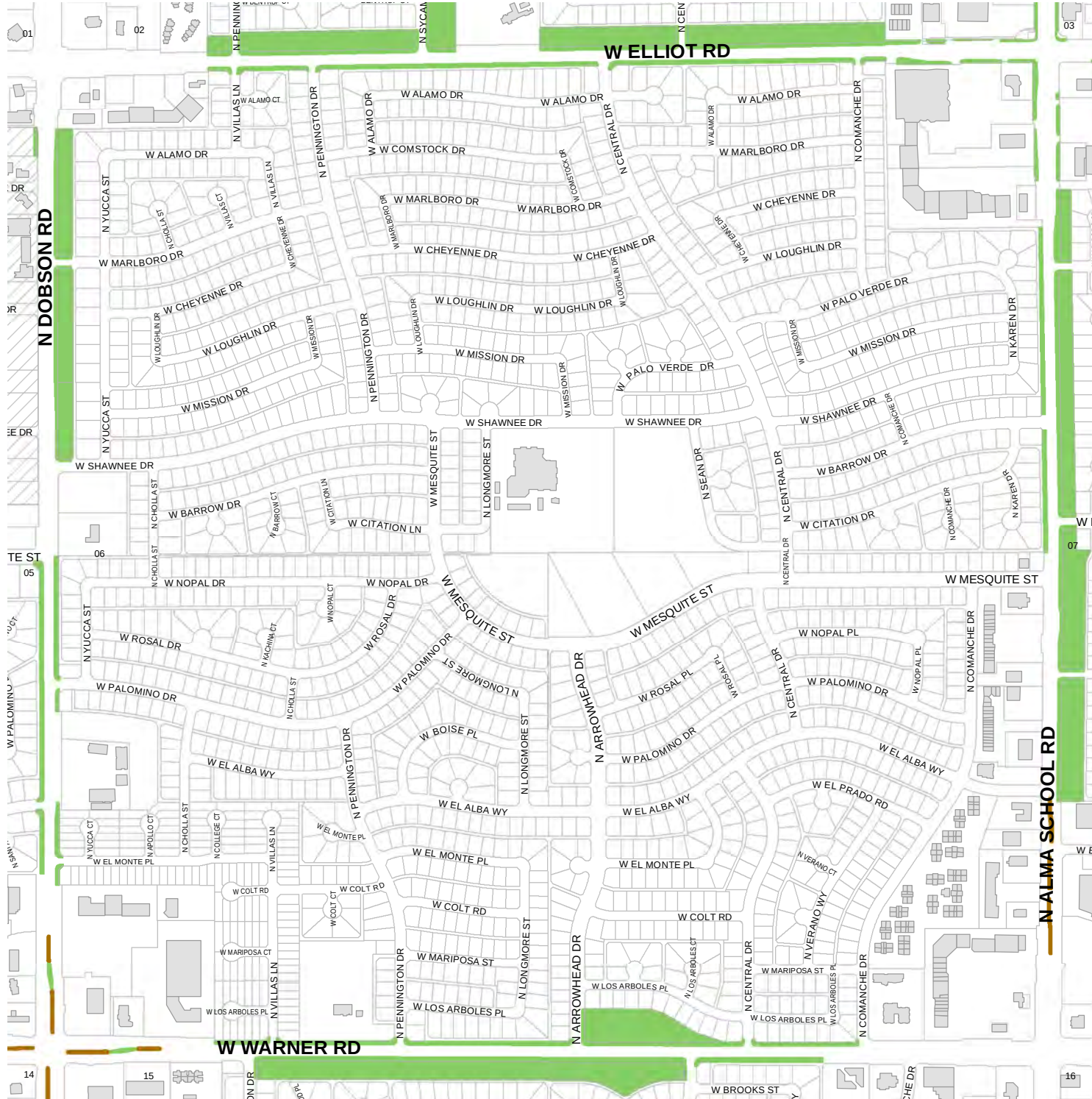


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C12	C13

FMA 06

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FMA 06

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B14	B15
C14	C15

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FMA 07

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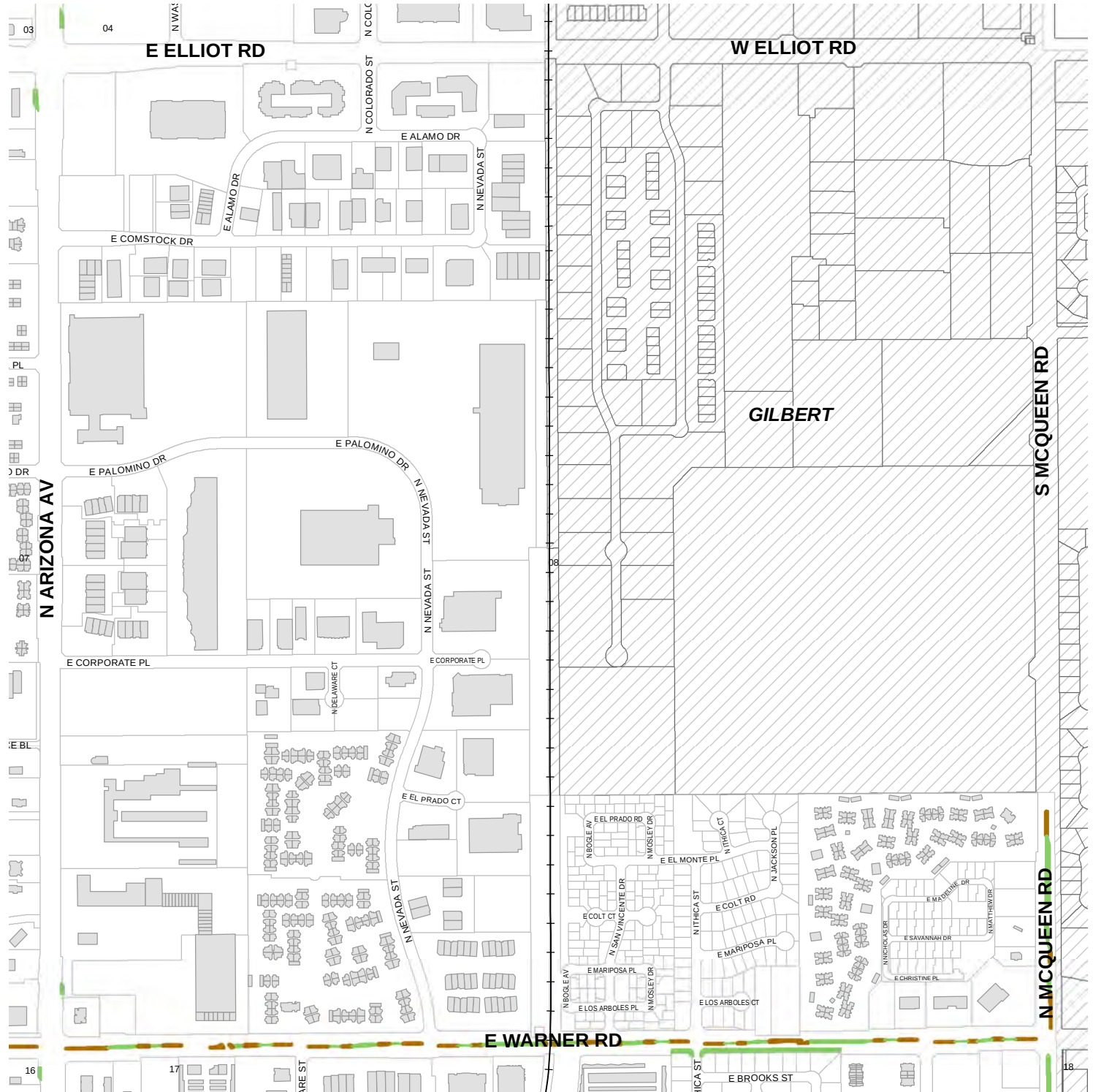
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FMA 08

**CONTRACT
LANDSCAPE
MAINTENANCE
FMA MapBook**

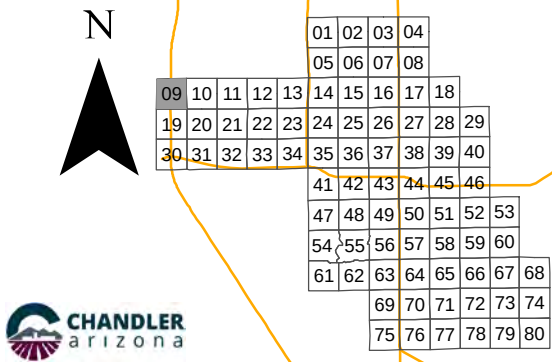


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CONTRACT LANDSCAPE

CONTRACT PAVERS



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OCL	E01

FMA 09

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OCL	OCL
E02	E03

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CONTRACT PAVERS



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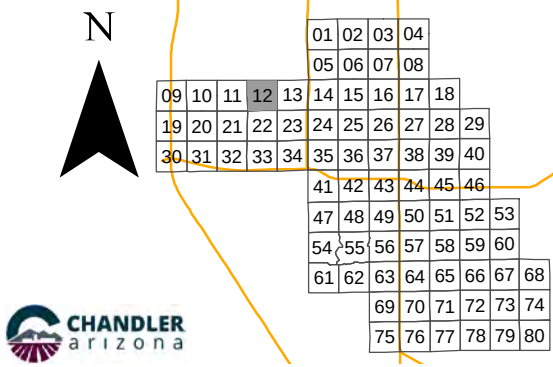
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**CONTRACT
LANDSCAPE
MAINTENANCE
FMA MapBook**



FMA 11

CONTRACT PAVERS



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FMA QUARTER REFERENCE GRID	
OCL	OCL
E06	E07

FMA 12

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FMA 12

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E08	E09

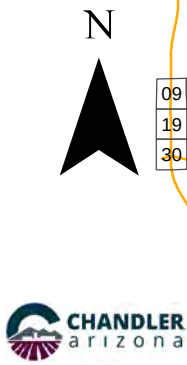
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D10	D11
E10	E11

FMA 14

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FMA QUARTER
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FMA 15

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FMA 15



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FMA SECTION
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FMA QUARTER
REFERENCE GRID

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E16 E17

FMA 17

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CONTRACT PAVERS

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FMA QUARTER REFERENCE GRID	
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E18	E19

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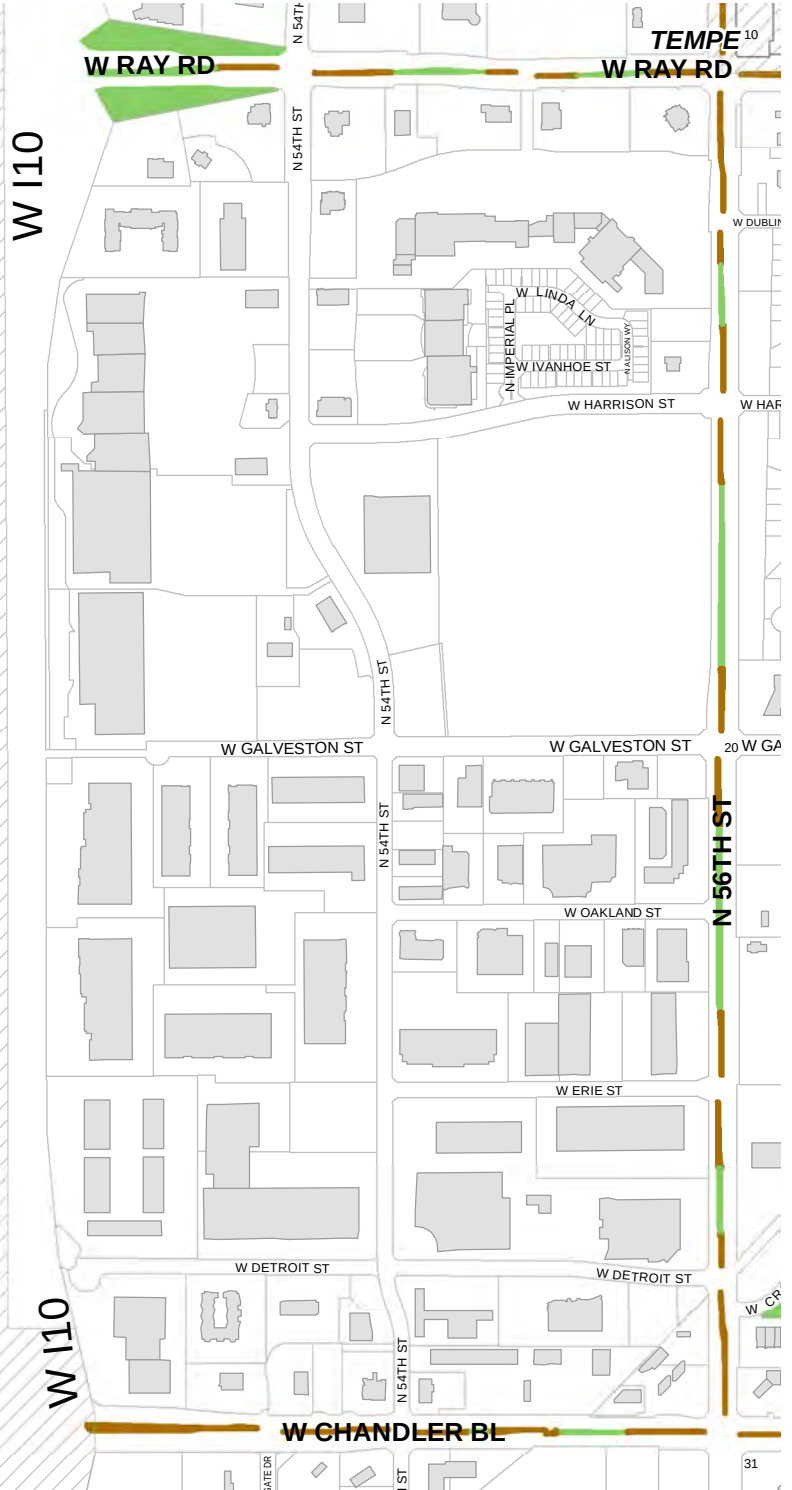
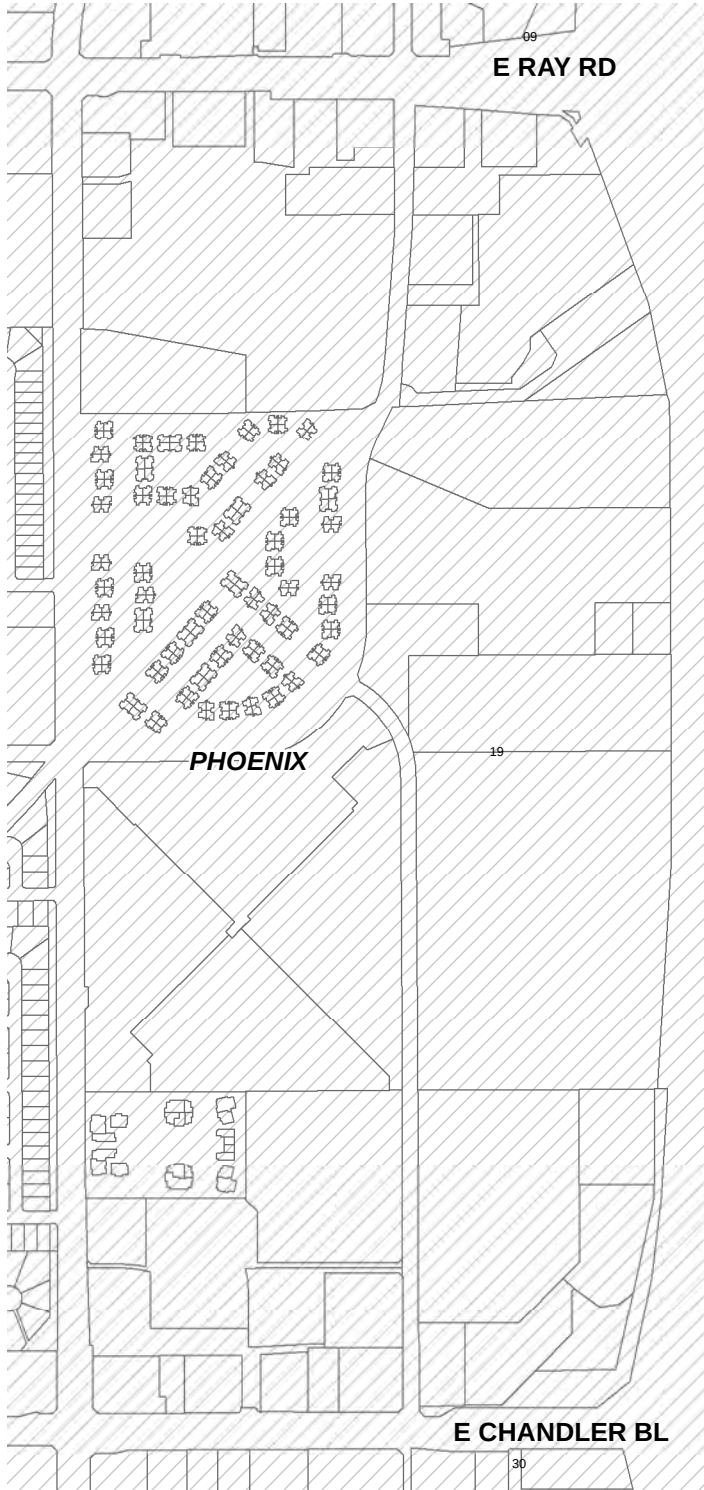
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REFERENCE GRID

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FMA 19

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FMA 19



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CONTRACT PAVERS

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FMA SECTION
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FMA QUARTER
REFERENCE GRID

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FMA 20

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G04	G05

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FMA 21

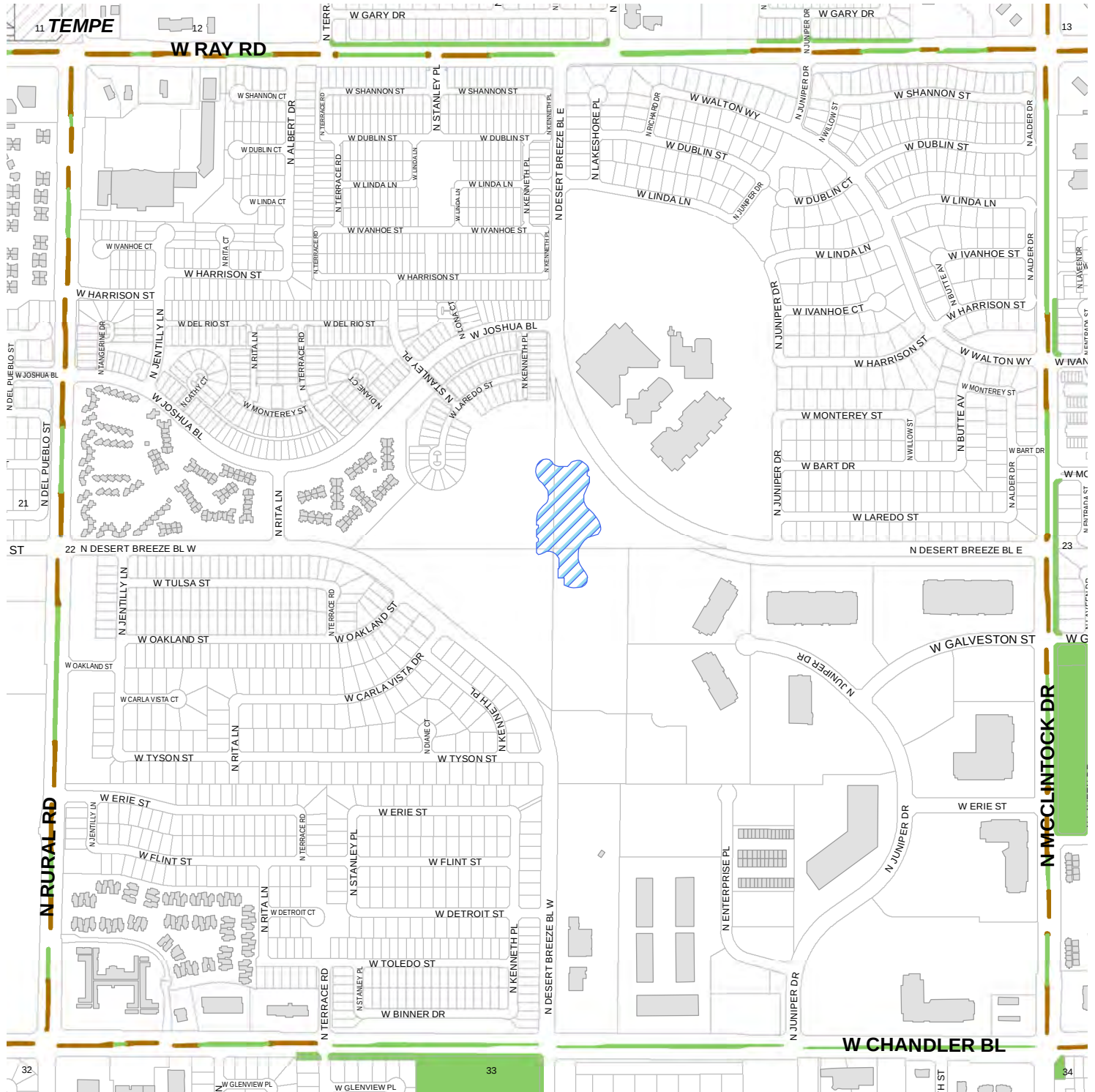
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F06	F07
G06	G07

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REFERENCE GRID

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FMA QUARTER
REFERENCE GRID

F08	F09
G08	G09

FMA 23

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SR101 PRICE FW

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G10	G11
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MAINTENANCE
FMA MapBook**

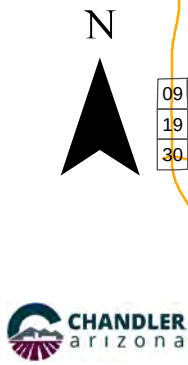
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FMA SECTION
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FMA QUARTER
REFERENCE GRID

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FMA 25

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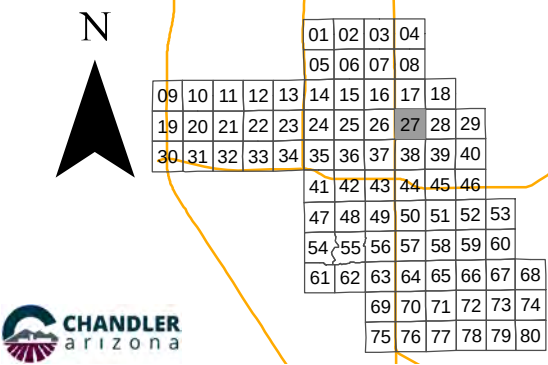
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G16	G17

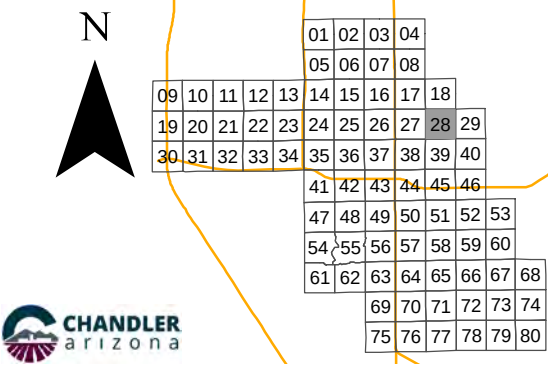
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FMA QUARTER REFERENCE GRID	
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G18	G19

FMA 28

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FMA QUARTER REFERENCE GRID	
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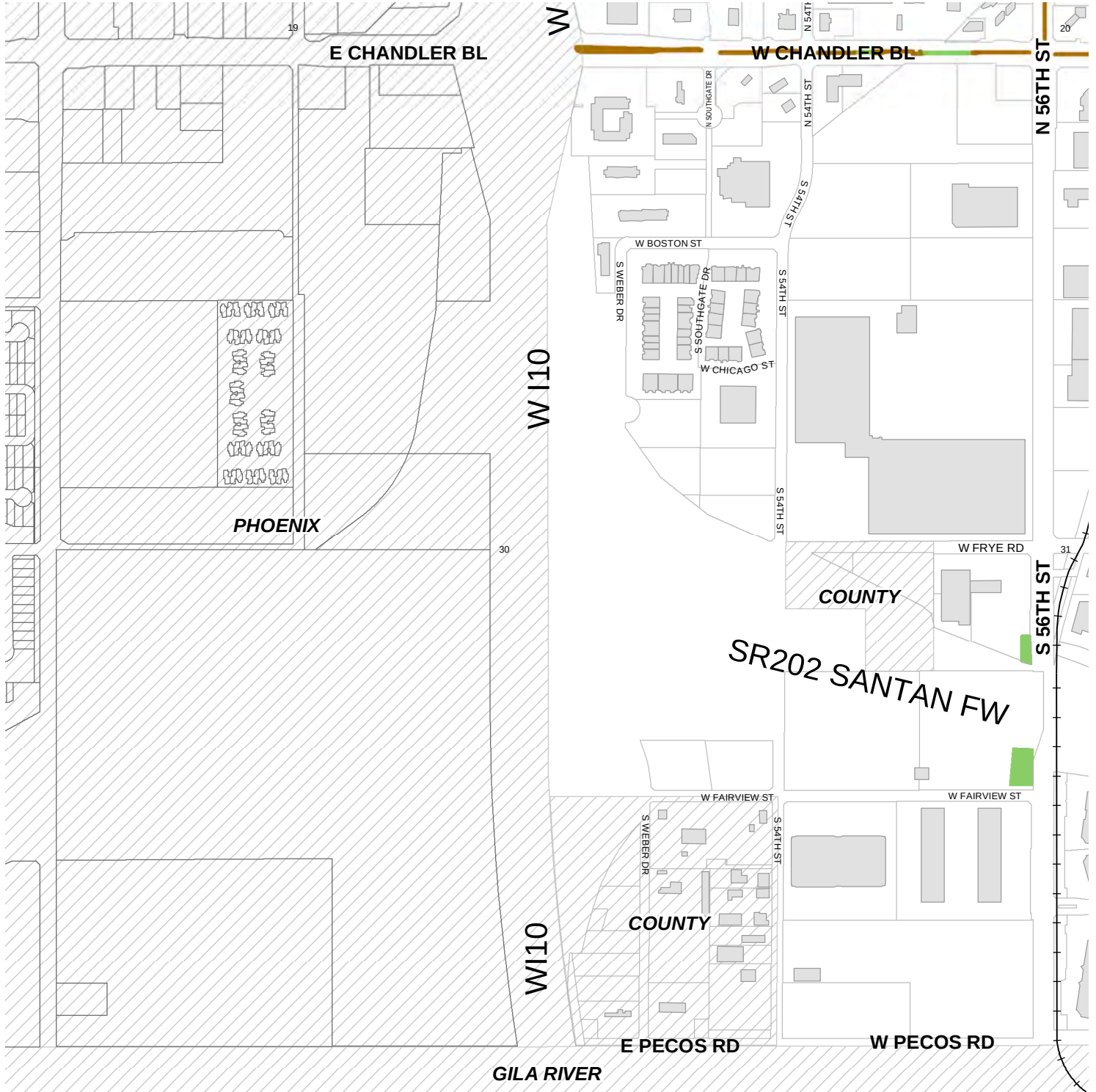
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FMA 30

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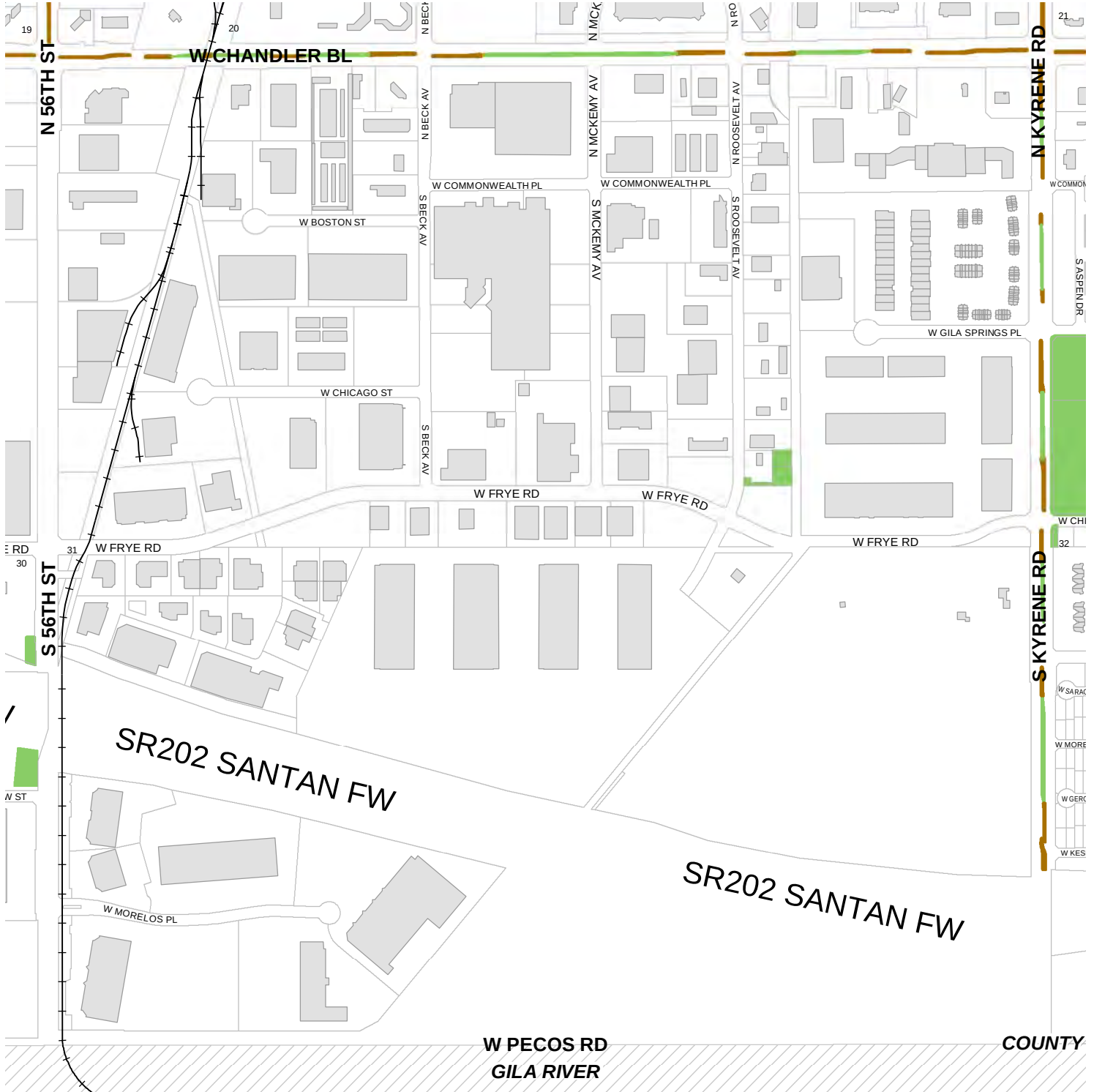
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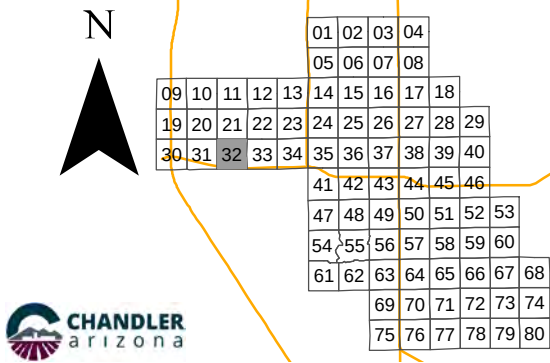
CONTRACT LANDSCAPE MAINTENANCE

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FMA 32

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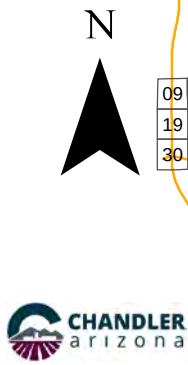
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FMA SECTION
REFERENCE GRID

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FMA QUARTER
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FMA 33

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FMA 33

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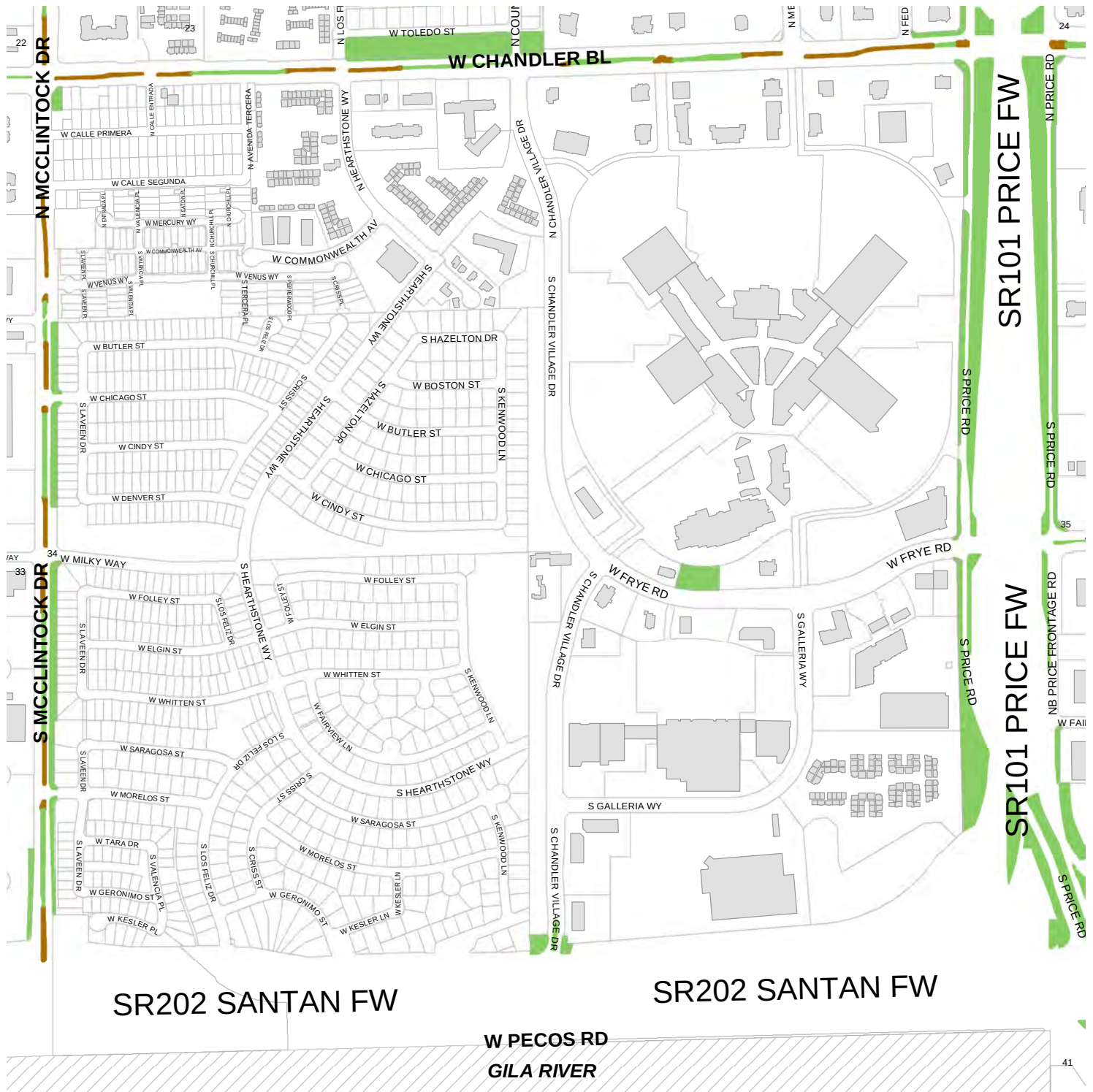
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I-08	I-09

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CONTRACT PAVERS

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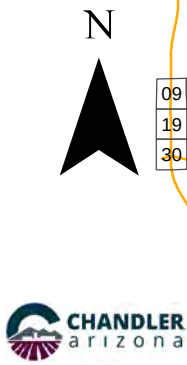
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CONTRACT PAVERS



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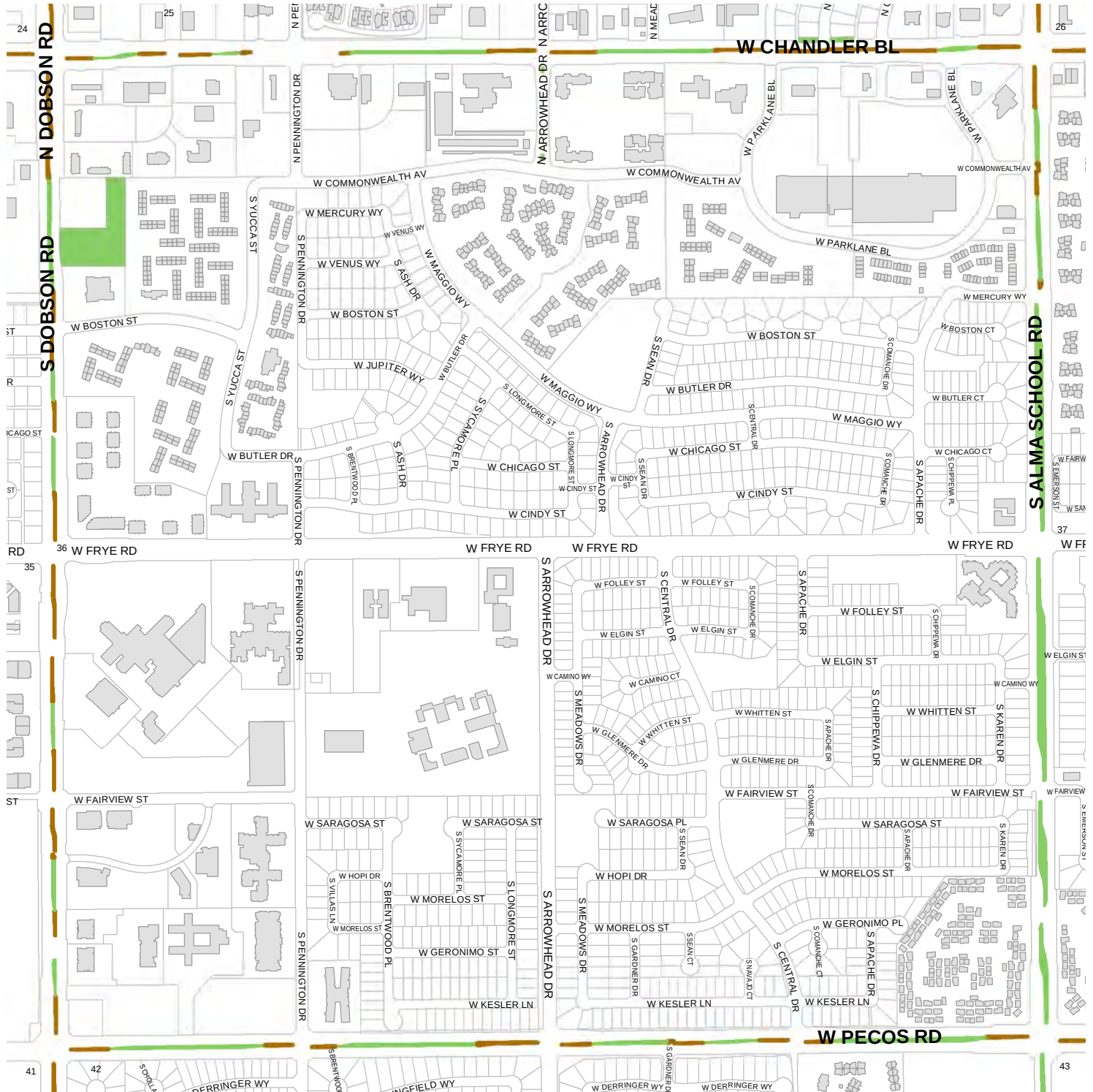
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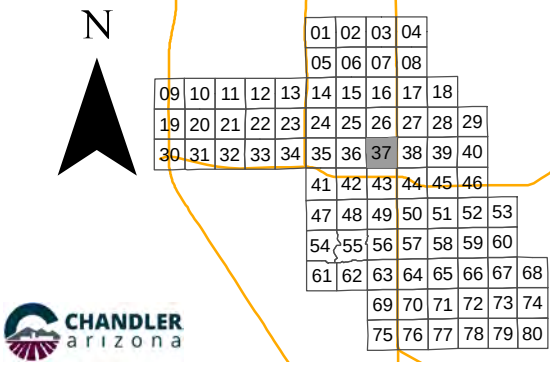
FMA 36

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CONTRACT PAVERS

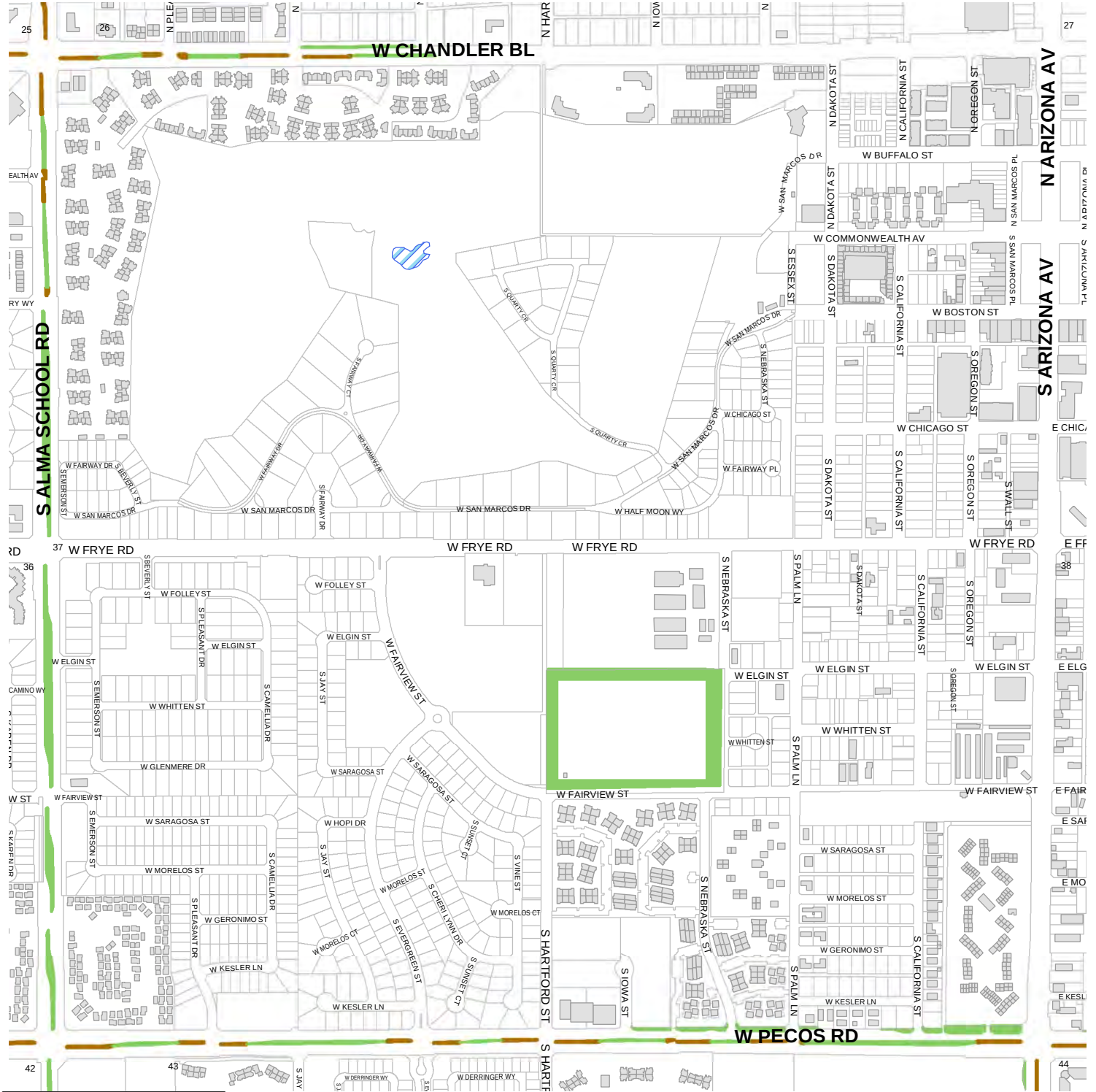


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I-14	I-15

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FMA 38

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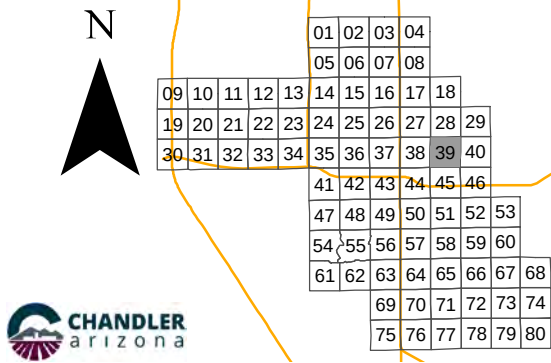
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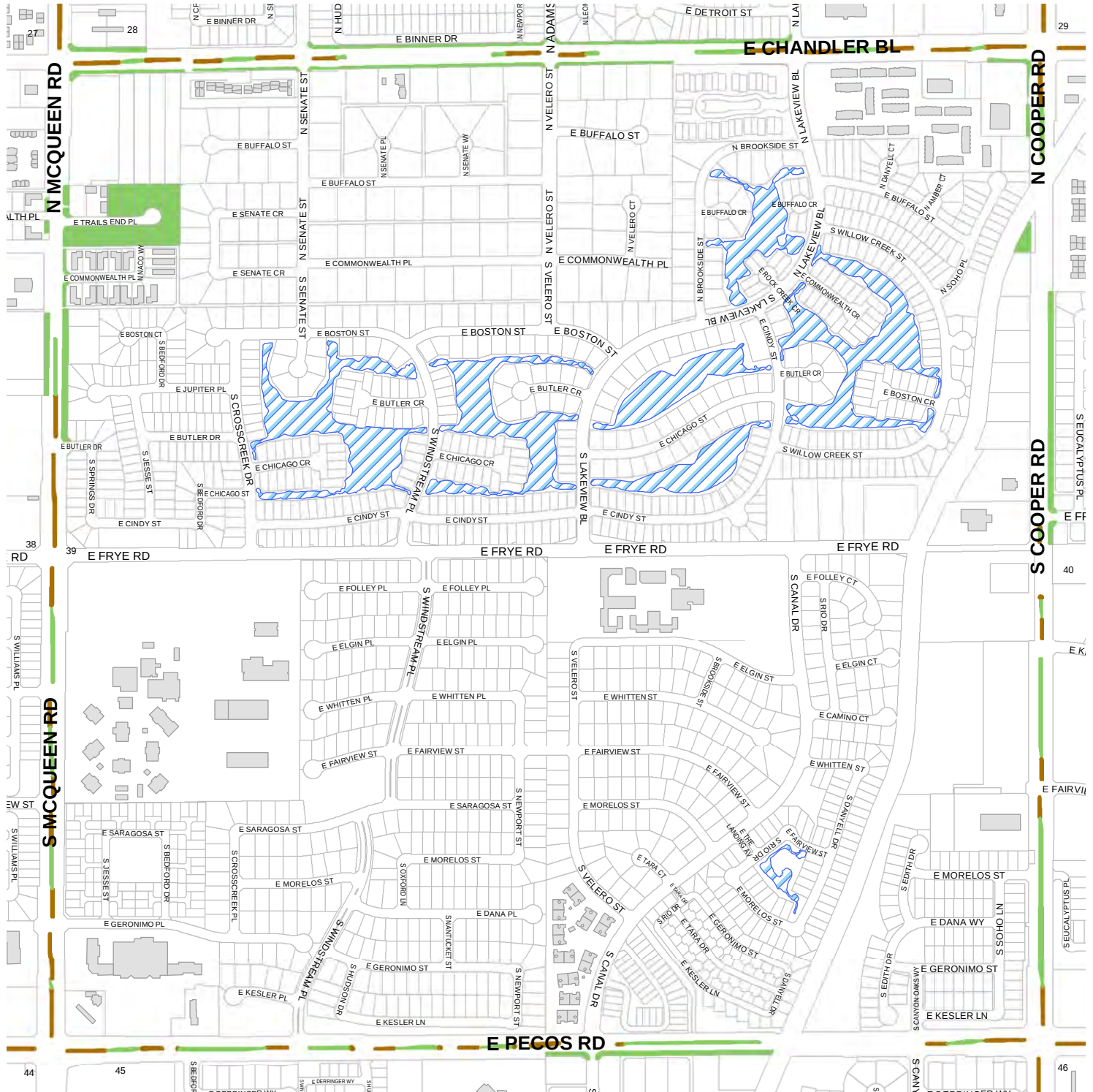
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MAINTENANCE
FMA MapBook**

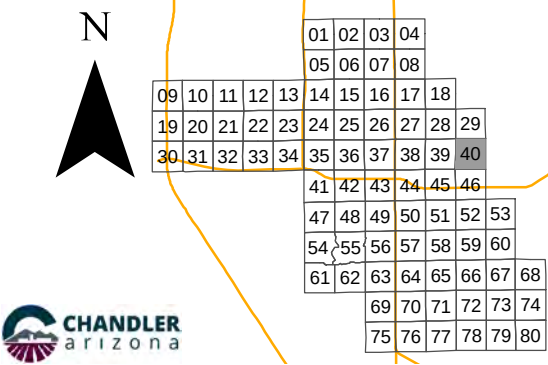
**FMA 39**

CONTRACT LANDSCAPE

CONTRACT PAVERS

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Print Date: February 24, 2020



FMA SECTION REFERENCE GRID	
28	29
39	40
45	46

FMA QUARTER REFERENCE GRID	
H20	H21
I-20	I-21

FMA 40

CONTRACT
LANDSCAPE
MAINTENANCE
FMA MapBook



FMA 40

- CONTRACT LANDSCAPE
- CONTRACT PAVERS



01	02	03	04
05	06	07	08
09	10	11	12
13	14	15	16
17	18	19	20
21	22	23	24
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49	50	51	52
53	54	55	56
57	58	59	60
61	62	63	64
65	66	67	68
69	70	71	72
73	74	75	76
77	78	79	80

FMA SECTION
REFERENCE GRID

34 35 36

41 42

47 48

FMA QUARTER
REFERENCE GRID

J10

J11

K10

K11

FMA 41

**CONTRACT
LANDSCAPE
MAINTENANCE
FMA MapBook**

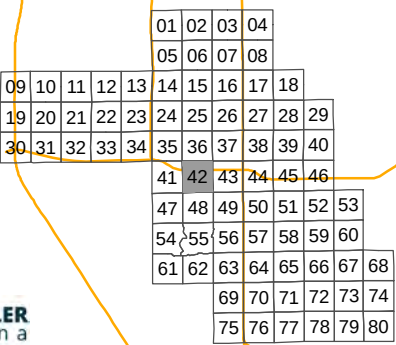


FMA 41



CONTRACT LANDSCAPE

CONTRACT PAVERS



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37	38	39	40
41	42	43	44
45	46	47	48
49	50	51	52
53	54	55	56
57	58	59	60
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FMA SECTION
REFERENCE GRID

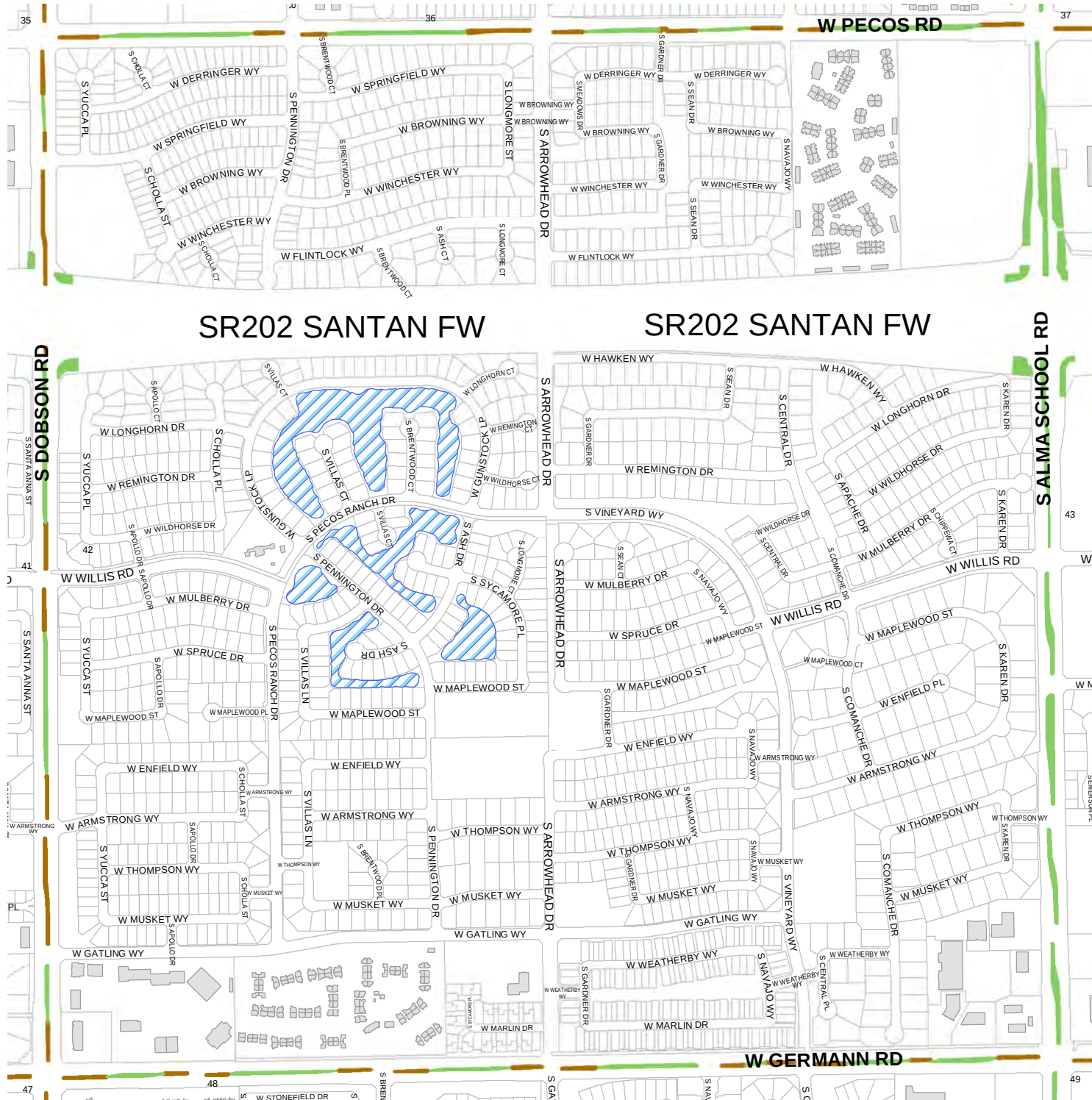
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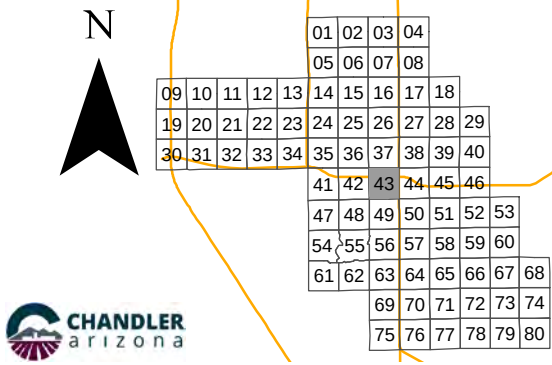
FMA QUARTER
REFERENCE GRID

J12 J13
K12 K13

FMA 42

CONTRACT
LANDSCAPE
MAINTENANCE
FMA MapBook





FMA SECTION REFERENCE GRID		
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42	43	44
48	49	50

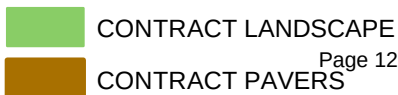
FMA QUARTER REFERENCE GRID	
J14	J15
K14	K15

FMA 43

CONTRACT LANDSCAPE MAINTENANCE FMA MapBook



FMA 43





01	02	03	04						
05	06	07	08						
09	10	11	12	13	14	15	16	17	18
19	20	21	22	23	24	25	26	27	28
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					54	55	56	57	58
					61	62	63	64	65
					69	70	71	72	73
					75	76	77	78	79
									80

FMA SECTION
REFERENCE GRID

37	38	39
43	44	45
49	50	51

FMA QUARTER
REFERENCE GRID

J16	J17
K16	K17

FMA 44

**CONTRACT
LANDSCAPE
MAINTENANCE
FMA MapBook**



FMA 44



CONTRACT LANDSCAPE

CONTRACT PAVERS

[illegible]

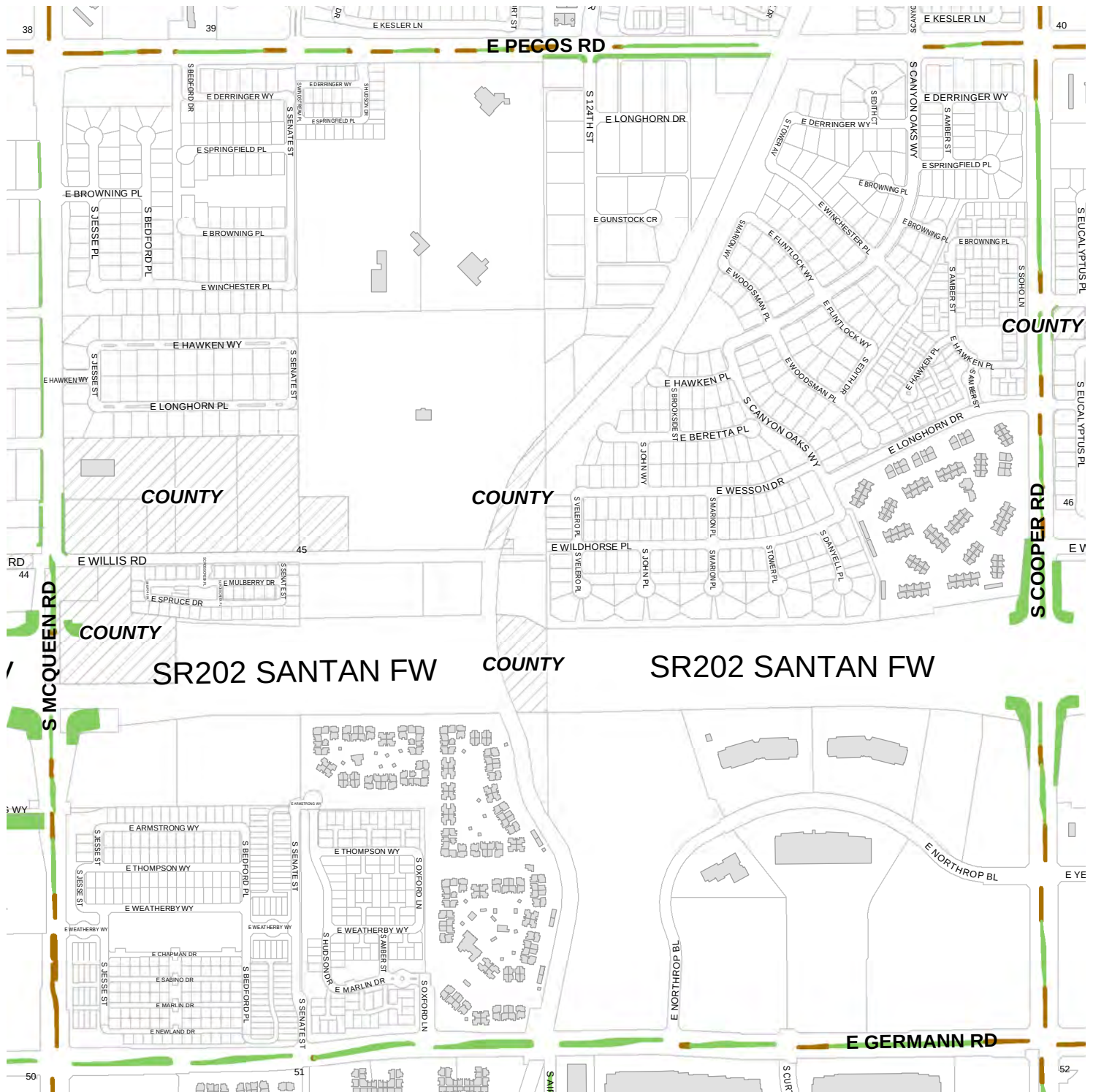
FMA SECTION REFERENCE GRID		
38	39	40
44	45	46
50	51	52

FMA QUARTER REFERENCE GRID	
J18	J19
K18	K19

FMA 45

**CONTRACT
LANDSCAPE
MAINTENANCE**

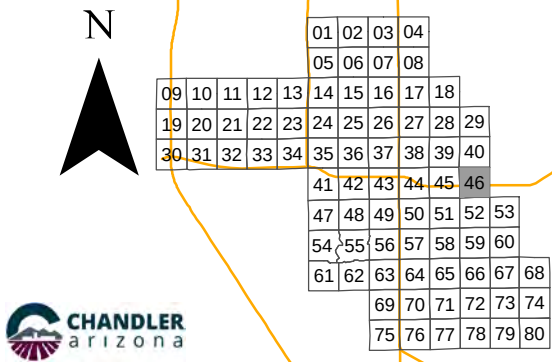
FMA MapBook



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CONTRACT PAVERS



FMA SECTION REFERENCE GRID		
39	40	
45	46	
51	52	53

FMA QUARTER REFERENCE GRID	
J20	J21
K20	K21

FMA 46

CONTRACT LANDSCAPE MAINTENANCE FMA MapBook



SR202 SANTAN FW

SR202 SANTAN FW



FMA 46

CONTRACT LANDSCAPE
CONTRACT PAVERS



A 10x10 grid of numbers from 01 to 80. The numbers are arranged in a pattern that fills the grid from top-left to bottom-right. The numbers are: 01, 02, 03, 04, 05, 06, 07, 08, 09, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80. A yellow path is highlighted, starting at 01 and ending at 80. The path is highlighted in yellow.

FMA SECTION
REFERENCE GRID

41	42
47	48
54	55

FMA QUARTER REFERENCE GRID	
L10	L11
M10	M11

FMA 47

CONTRACT LANDSCAPE MAINTENANCE

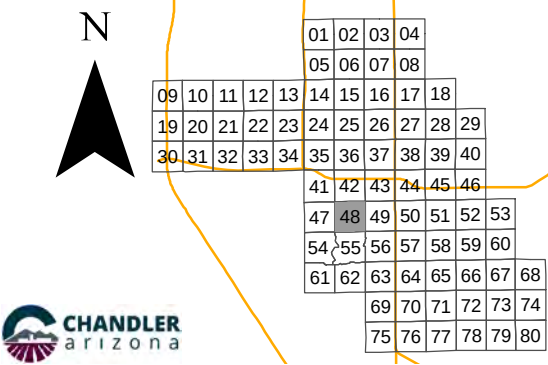
FMA MapBook



FMA 47

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CONTRACT PAVERS



FMA SECTION REFERENCE GRID		
41	42	43
47	48	49
54	55	56

FMA QUARTER REFERENCE GRID	
L12	L13
M12	M13

FMA 48

CONTRACT LANDSCAPE MAINTENANCE

FMA MapBook



FMA 48

-  CONTRACT LANDSCAPE
-  CONTRACT PAVERS



A 10x10 grid of numbers from 01 to 80. The numbers are arranged in a pattern that fills the grid from top-left to bottom-right. The numbers are: 01, 02, 03, 04, 05, 06, 07, 08, 09, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80. A yellow path is highlighted, starting at 01 and ending at 80. The path is highlighted in yellow.

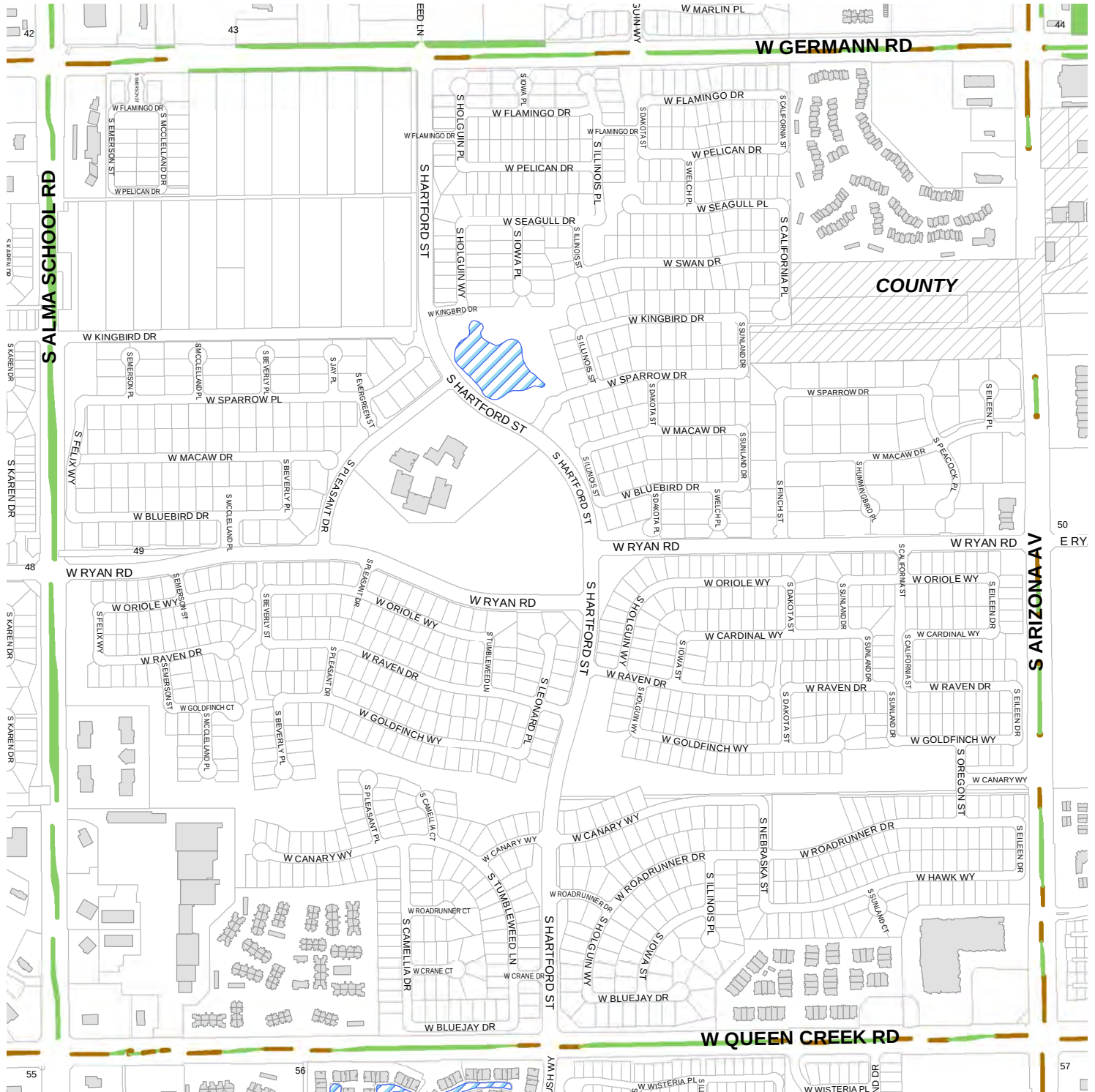
FMA SECTION REFERENCE GRID		
42	43	44
48	49	50
55	56	57

FMA QUARTER REFERENCE GRID	
L14	L15
M14	M15

FMA 49

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MAINTENANCE**

FMA MapBook



FMA 49

CONTRACT PAVERS

[illegible]

FMA SECTION REFERENCE GRID		
43	44	45
49	50	51
56	57	58

FMA QUARTER REFERENCE GRID	
L16	L17
M16	M17

FMA 50
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CONTRACT PAVERS

N

01	02	03	04
05	06	07	08
09	10	11	12
13	14	15	16
17	18	19	20
21	22	23	24
25	26	27	28
29	30	31	32
33	34	35	36
37	38	39	40
41	42	43	44
45	46	47	48
49	50	51	52
53	54	55	56
57	58	59	60
61	62	63	64
65	66	67	68
69	70	71	72
73	74	75	76
77	78	79	80

FMA SECTION
REFERENCE GRID

44 45 46

50 51 52

57 58 59

FMA QUARTER
REFERENCE GRID

L18 L19

M18 M19

FMA 51

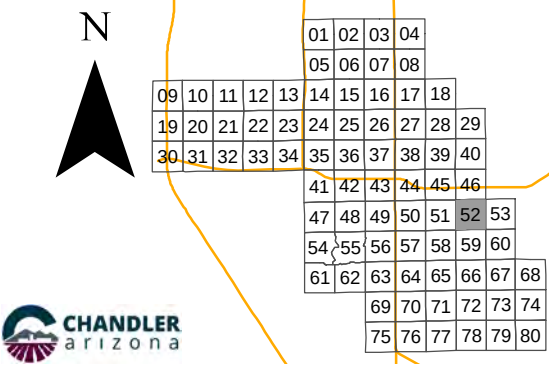
CONTRACT
LANDSCAPE
MAINTENANCE
FMA MapBook



FMA 51

CONTRACT LANDSCAPE

CONTRACT PAVERS



FMA SECTION REFERENCE GRID		
45	46	
51	52	53
58	59	60

FMA QUARTER REFERENCE GRID	
L20	L21
M20	M21

FMA 52

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LANDSCAPE
MAINTENANCE
FMA MapBook



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- CONTRACT LANDSCAPE
- CONTRACT PAVERS

[illegible]

59 60

M23

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FMA MapBook**



FMA 53

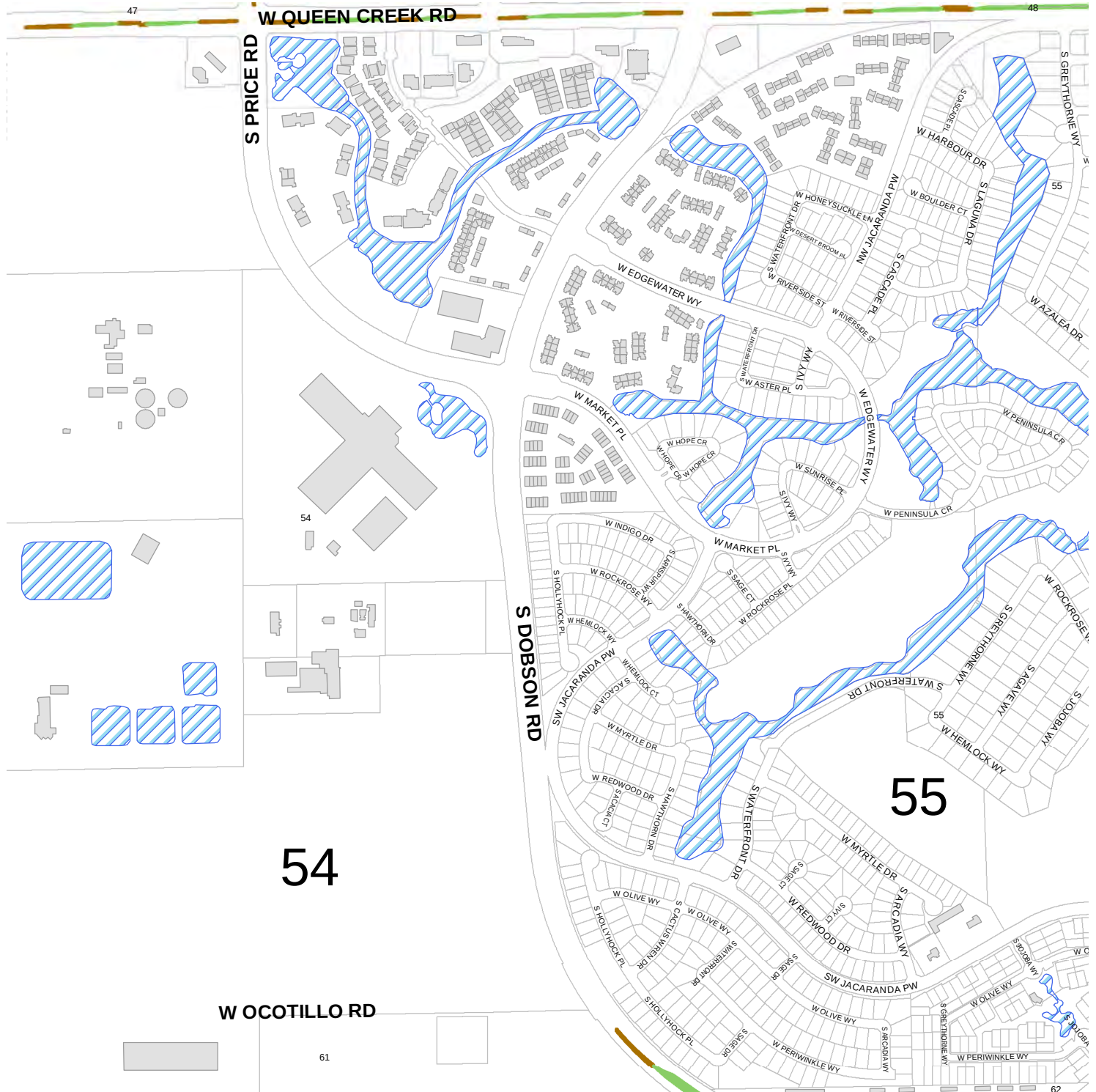
CONTRACT PAVERS

[illegible]

47 48
54 55
61 62

N10	N11
O10	O11

**CONTRACT
LANDSCAPE
MAINTENANCE
FMA MapBook**



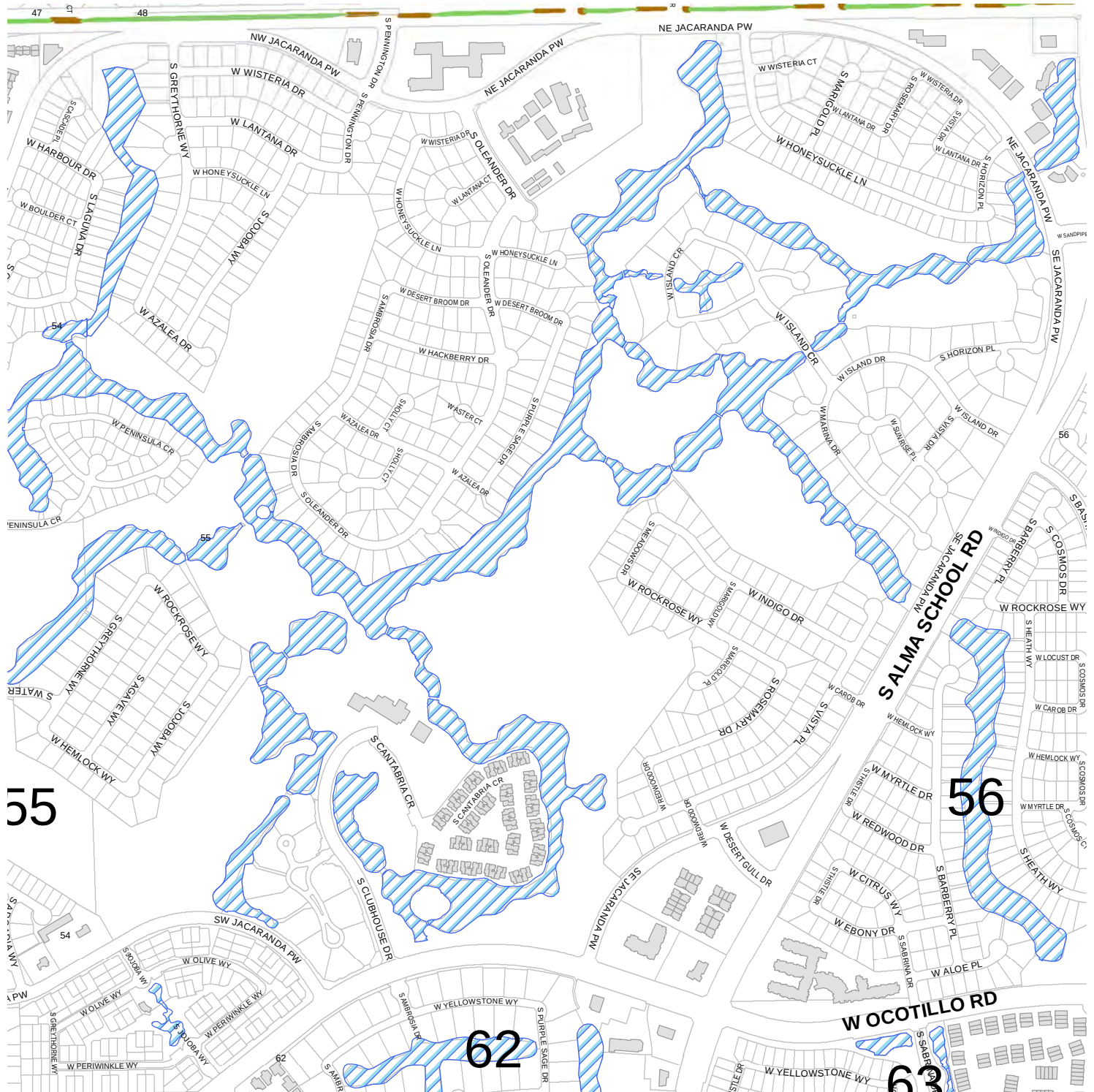
FMA 54

CONTRACT PAVERS

[illegible]

47 48 49
54 55 56
61 62 63

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MAINTENANCE
FMA MapBook**



FMA 55

CONTRACT PAVERS



					01	02	03	04				
					05	06	07	08				
09	10	11	12	13	14	15	16	17	18			
19	20	21	22	23	24	25	26	27	28	29		
30	31	32	33	34	35	36	37	38	39	40		
					41	42	43	44	45	46		
					47	48	49	50	51	52	53	
					54	55	56	57	58	59	60	
					61	62	63	64	65	66	67	68
						69	70	71	72	73	74	
							75	76	77	78	79	80

FMA SECTION
REFERENCE GRID

48	49	50
55	56	57
62	63	64

FMA QUARTER
REFERENCE GRID

N14	N15
O14	O15

FMA 56

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CONTRACT PAVERS



A 10x10 grid of numbers from 01 to 80. The numbers are arranged in a pattern that fills the grid from top-left to bottom-right. The numbers are: 01, 02, 03, 04, 05, 06, 07, 08, 09, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80. A yellow path is highlighted, starting at 01 and ending at 80. The path is highlighted in yellow.

63 64 65

017

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FMA 57

CONTRACT PAVERS

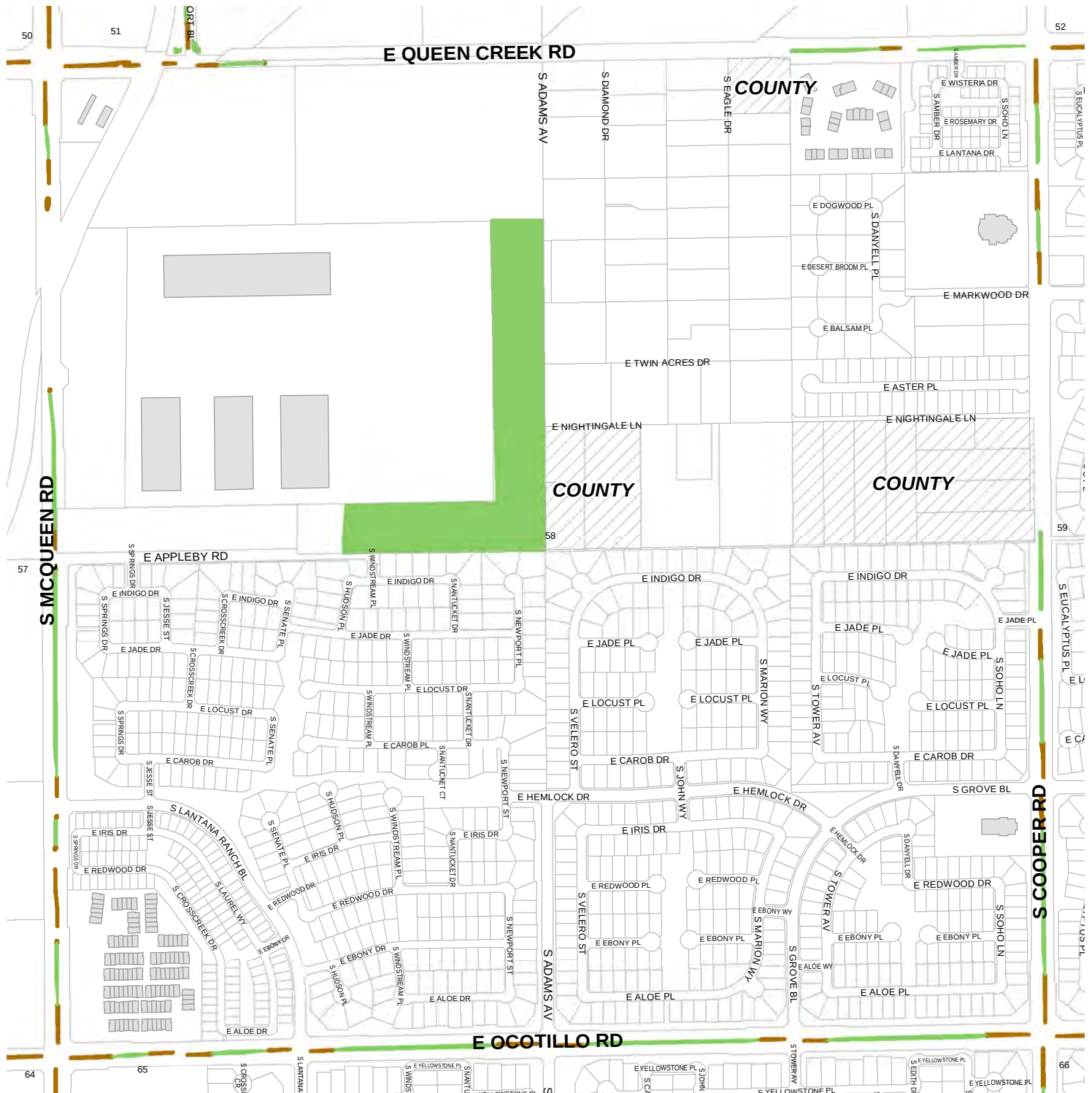


A grid-in response area for a math test. It consists of a large rectangular box divided into four columns of bubbles. The first column has bubbles for digits 0-9. The second column has bubbles for digits 0-9 and a plus sign (+). The third column has bubbles for digits 0-9 and a minus sign (-). The fourth column has bubbles for digits 0-9 and a multiplication sign (*). A yellow pencil has drawn the number 30 in the first two columns.

50	51	52
57	58	59
64	65	66

N18	N19
O18	O19

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FMA 58

Pa
CONTRACT PAVERS

[illegible]

FMA SECTION REFERENCE GRID		
51	52	53
58	59	60
65	66	67

FMA QUARTER REFERENCE GRID	
N20	N21
O20	O21

FMA 59

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CONTRACT PAVERS



01	02	03	04
05	06	07	08
09	10	11	12
13	14	15	16
17	18	19	20
21	22	23	24
25	26	27	28
29	30	31	32
33	34	35	36
37	38	39	40
41	42	43	44
45	46	47	48
49	50	51	52
53	54	55	56
57	58	59	60
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65	66	67	68
69	70	71	72
73	74	75	76
77	78	79	80

FMA SECTION
REFERENCE GRID

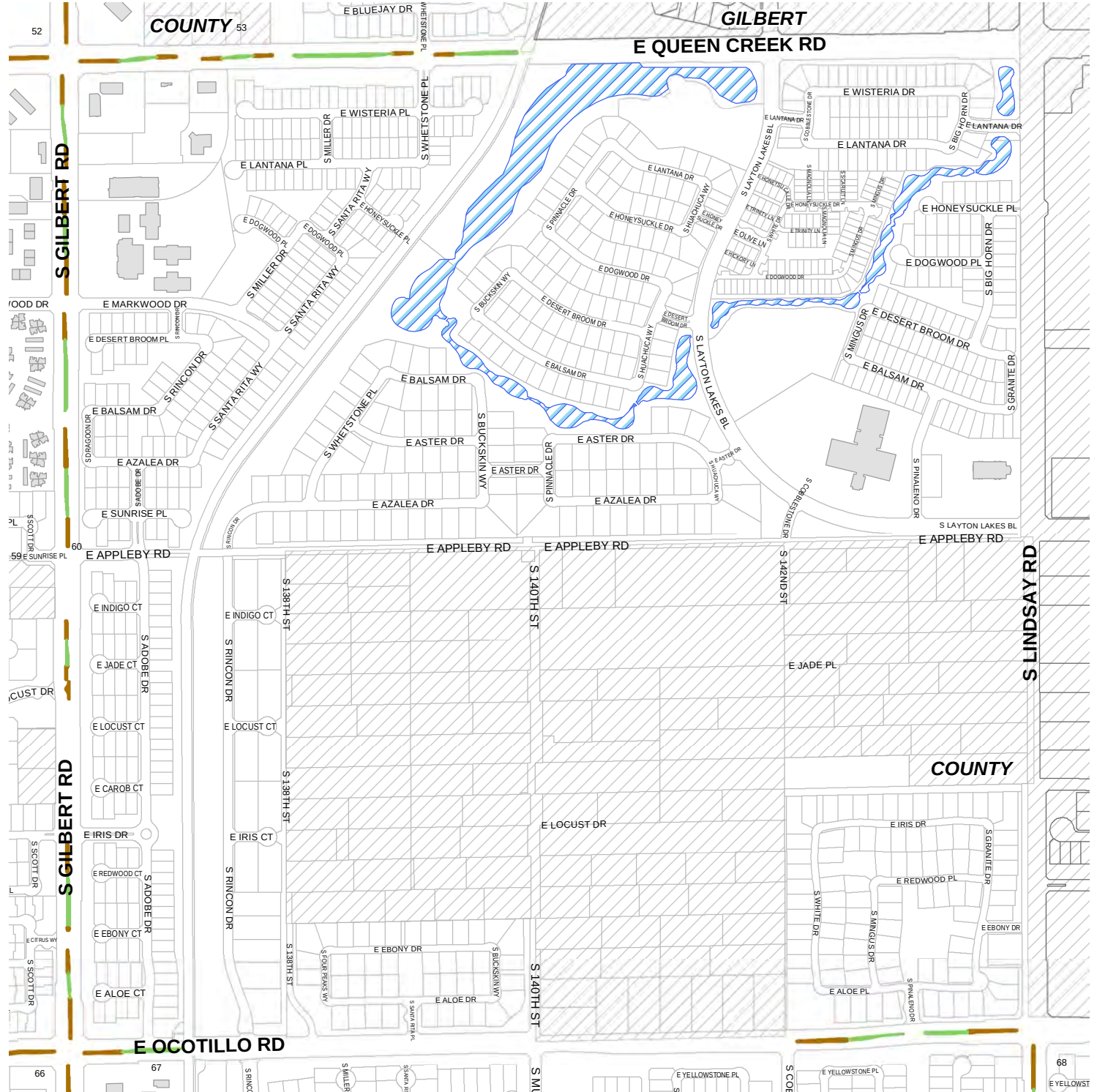
52 53
59 60
66 67 68

FMA QUARTER
REFERENCE GRID

N22 N23
O22 O23

FMA 60

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MAINTENANCE
FMA MapBook**



FMA 60



CONTRACT LANDSCAPE

CONTRACT PAVERS

N

01	02	03	04
05	06	07	08
09	10	11	12
13	14	15	16
17	18	19	20
21	22	23	24
25	26	27	28
29	30	31	32
33	34	35	36
37	38	39	40
41	42	43	44
45	46	47	48
49	50	51	52
53	54	55	56
57	58	59	60
61	62	63	64
65	66	67	68
69	70	71	72
73	74	75	76
77	78	79	80

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FMA SECTION REFERENCE GRID	
54	55
61	62

FMA QUARTER REFERENCE GRID	
P10	P11
Q10	Q11

FMA 61

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FMA 61

CONTRACT LANDSCAPE

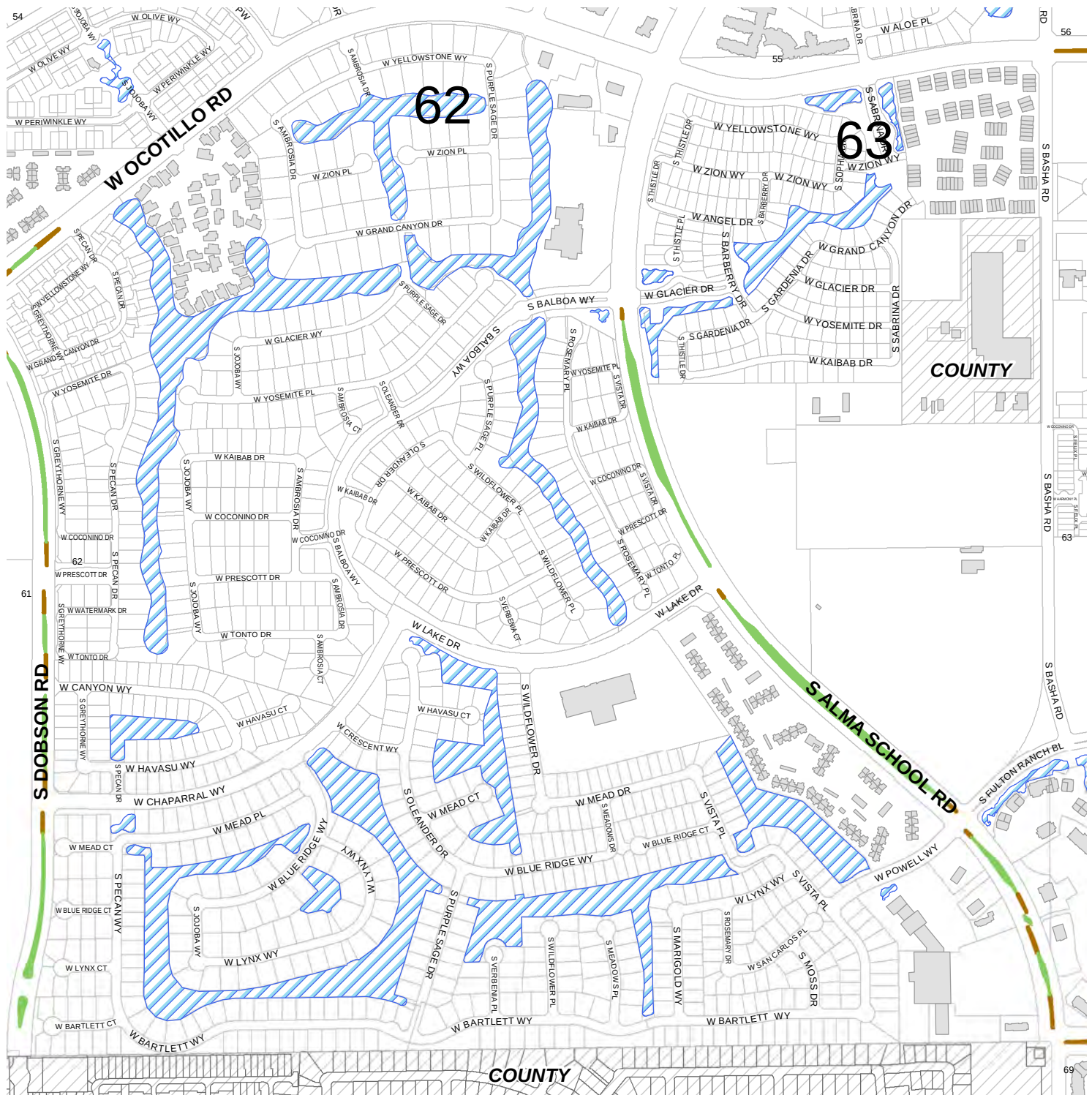
CONTRACT PAVERS

[illegible]

54	55	56
61	62	63
		69

P12	P13
Q12	Q13

**CONTRACT
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CONTRACT PAVERS



55	56	57
62	63	64
	69	70

P14	P15
Q14	Q15

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CONTRACT PAVERS



01	02	03	04
05	06	07	08
09	10	11	12
13	14	15	16
17	18	19	20
21	22	23	24
25	26	27	28
29	30	31	32
33	34	35	36
37	38	39	40
41	42	43	44
45	46	47	48
49	50	51	52
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57	58	59	60
61	62	63	64
65	66	67	68
69	70	71	72
73	74	75	76
77	78	79	80

FMA SECTION
REFERENCE GRID

56 57 58

63 64 65

69 70 71

FMA QUARTER
REFERENCE GRID

P16

P17

Q16

Q17

FMA 64

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FMA MapBook**

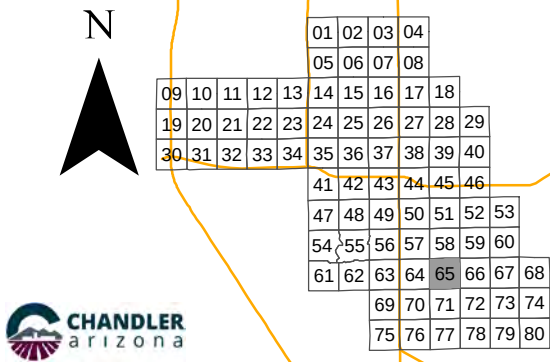


FMA 64



CONTRACT LANDSCAPE

CONTRACT PAVERS

FMA SECTION
REFERENCE GRID

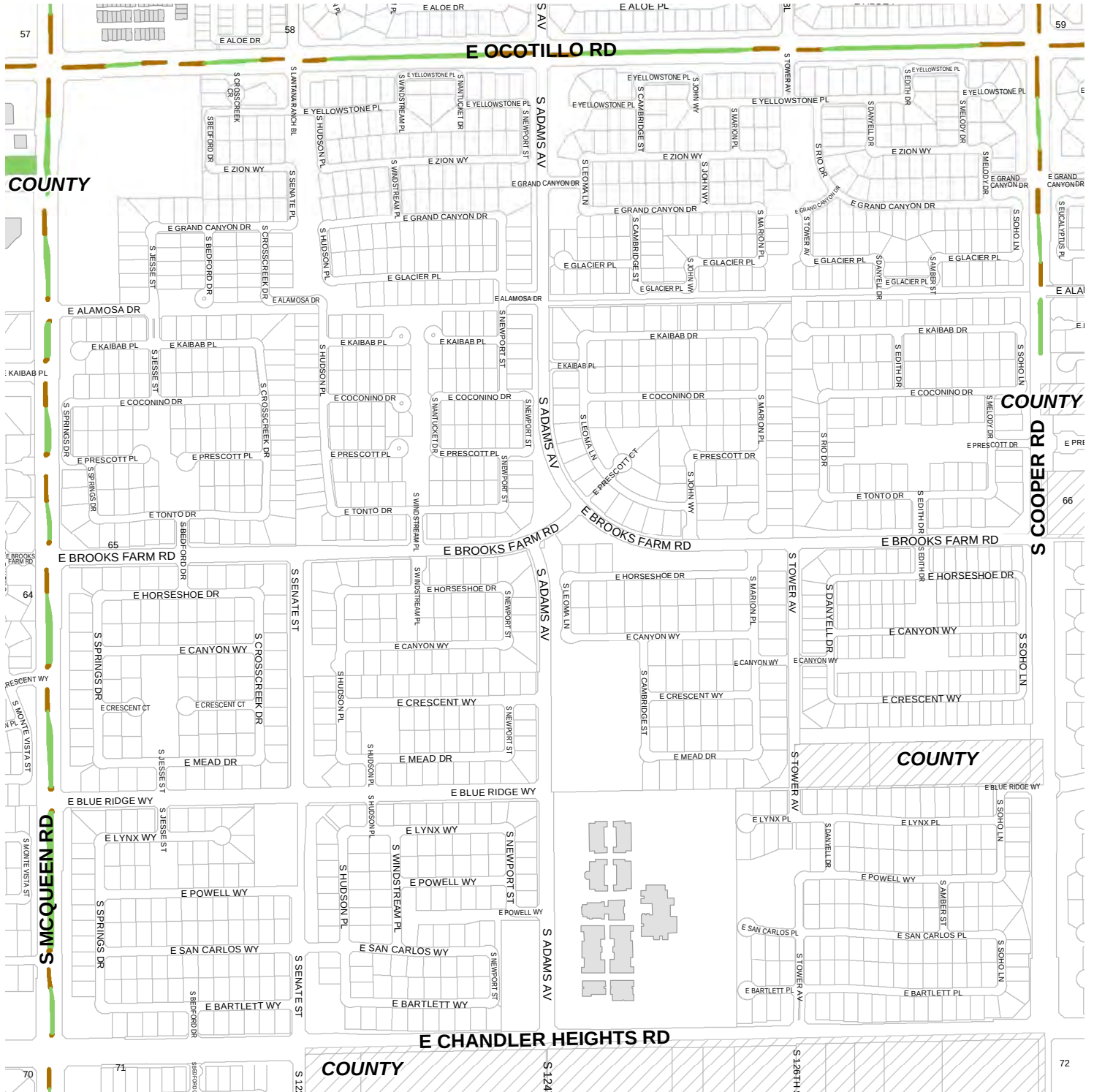
57 58 59
64 65 66
70 71 72

FMA QUARTER
REFERENCE GRID

P18 P19
Q18 Q19

FMA 65

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LANDSCAPE
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FMA MapBook



FMA 65

CONTRACT LANDSCAPE

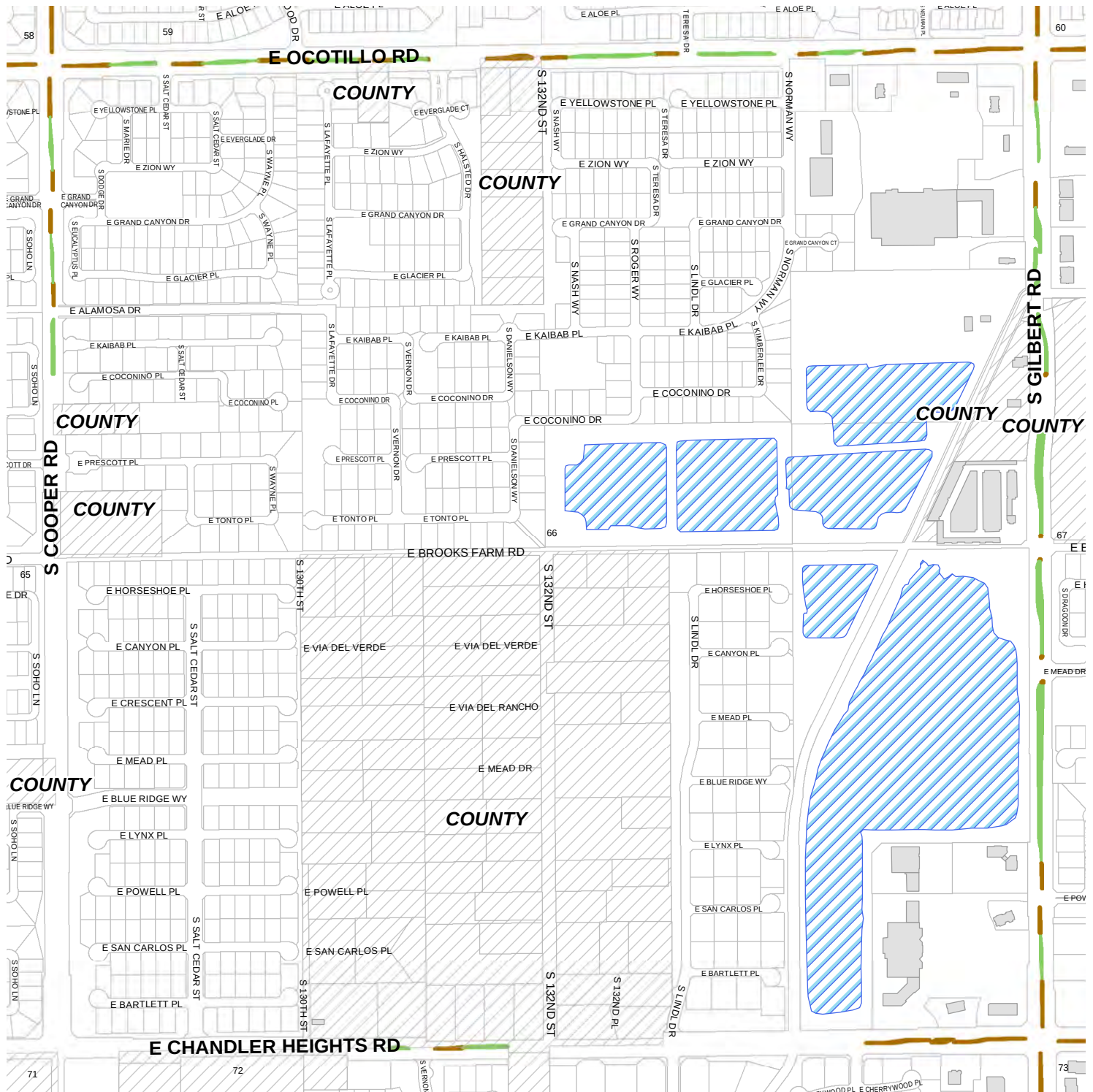
CONTRACT PAVERS

[illegible]

FMA SECTION REFERENCE GRID		
58	59	60
65	66	67
71	72	73

FMA QUARTER REFERENCE GRID	
P20	P21
Q20	Q21

FMA 66
CONTRACT
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FMA 66

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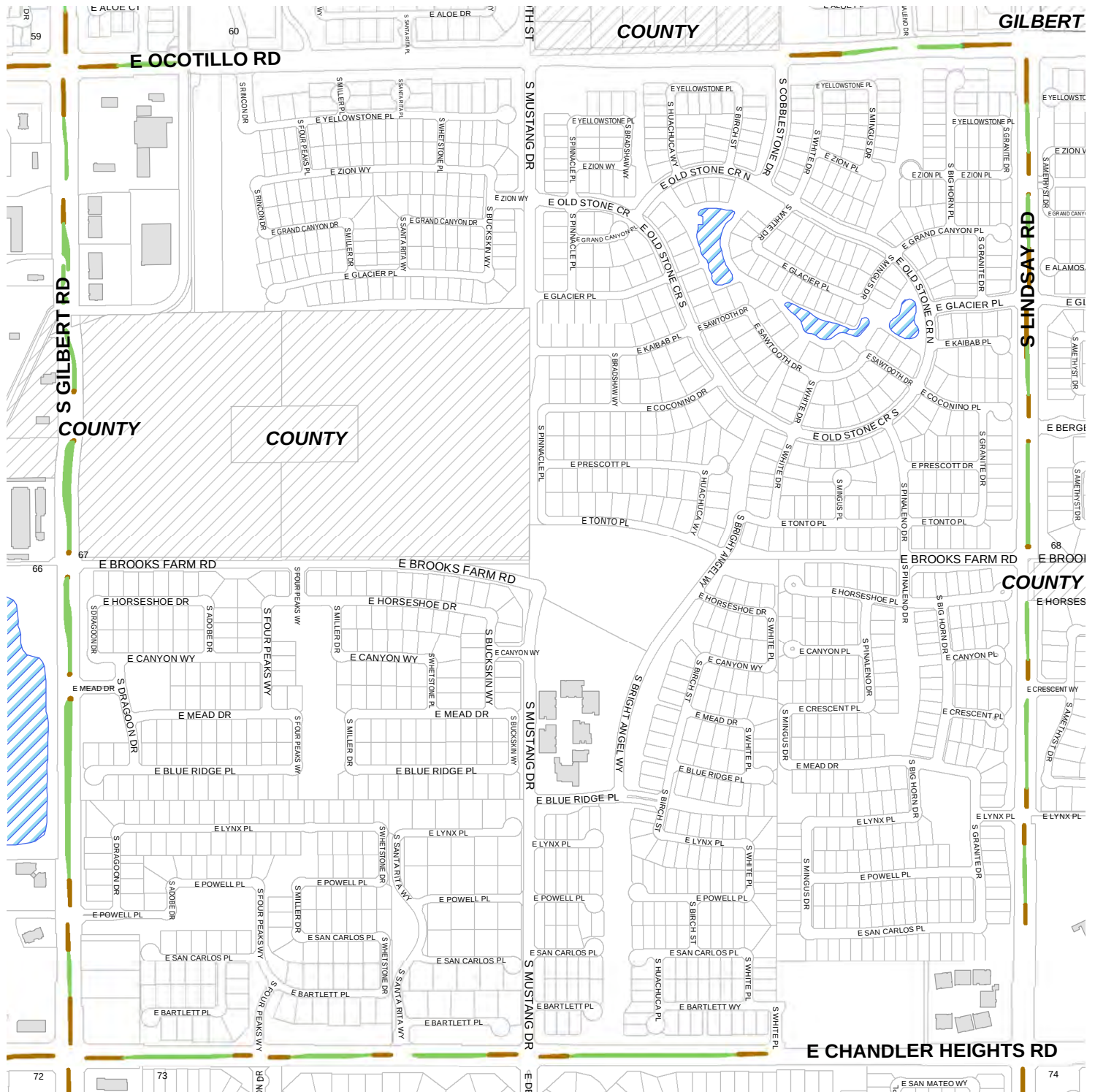
CONTRACT PAVERS

[illegible]

59	60	
66	67	68
72	73	74

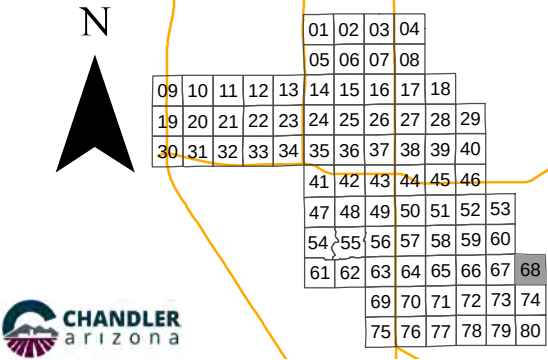
P22	P23
Q22	Q23

**CONTRACT
LANDSCAPE
MAINTENANCE
FMA MapBook**



FMA 67

CONTRACT PAVERS



FMA SECTION REFERENCE GRID	
60	
67	68
73	74

FMA QUARTER REFERENCE GRID	
P24	OCL
Q24	OCL

FMA 68

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01	02	03	04
05	06	07	08
09	10	11	12
13	14	15	16
17	18	19	20
21	22	23	24
25	26	27	28
29	30	31	32
33	34	35	36
37	38	39	40
41	42	43	44
45	46	47	48
49	50	51	52
53	54	55	56
57	58	59	60
61	62	63	64
65	66	67	68
69	70	71	72
73	74	75	76
77	78	79	80

FMA SECTION
REFERENCE GRID

62 63 64

69 70

75 76

FMA QUARTER
REFERENCE GRID

R14

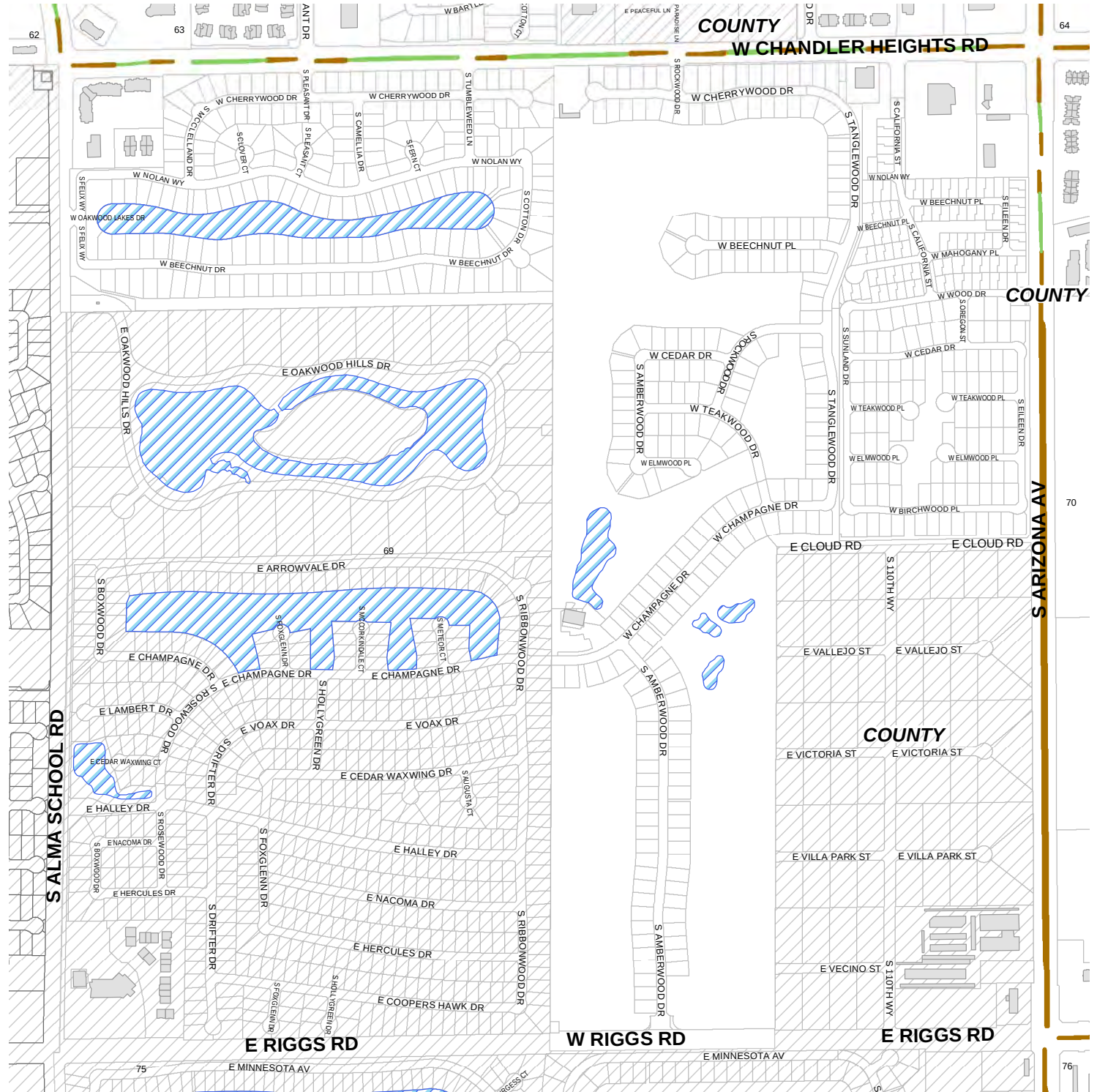
R15

S14

S15

FMA 69

**CONTRACT
LANDSCAPE
MAINTENANCE
FMA MapBook**



FMA 69

CONTRACT LANDSCAPE

CONTRACT PAVERS



01	02	03	04						
05	06	07	08						
09	10	11	12	13	14	15	16	17	18
19	20	21	22	23	24	25	26	27	28
30	31	32	33	34	35	36	37	38	39
					41	42	43	44	45
					47	48	49	50	51
					54	55	56	57	58
					61	62	63	64	65
					69	70	71	72	73
					75	76	77	78	79

FMA SECTION
REFERENCE GRID

63	64	65
69	70	71
75	76	77

FMA QUARTER
REFERENCE GRID

R16	R17
S16	S17

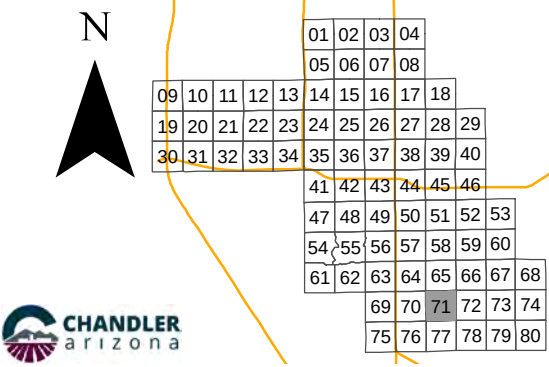
FMA 70

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LANDSCAPE
MAINTENANCE
FMA MapBook**



FMA 70

 CONTRACT LANDSCAPE
 CONTRACT PAVERS



FMA SECTION REFERENCE GRID			
64	65	66	
70	71	72	
76	77	78	

FMA QUARTER REFERENCE GRID	
R18	R19
S18	S19

FMA 71

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MAINTENANCE
FMA MapBook



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[illegible]

FMA SECTION REFERENCE GRID		
65	66	67
71	72	73
77	78	79

FMA QUARTER REFERENCE GRID	
R20	R21
S20	S21

FMA 72

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MAINTENANCE**

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FMA 72

CONTRACT PAVERS



01	02	03	04
05	06	07	08
09	10	11	12
13	14	15	16
17	18	19	20
21	22	23	24
25	26	27	28
29	30	31	32
33	34	35	36
37	38	39	40
41	42	43	44
45	46	47	48
49	50	51	52
53	54	55	56
57	58	59	60
61	62	63	64
65	66	67	68
69	70	71	72
73	74	75	76
77	78	79	80

FMA SECTION
REFERENCE GRID

66 67 68

72 73 74

78 79 80

FMA QUARTER
REFERENCE GRID

R22

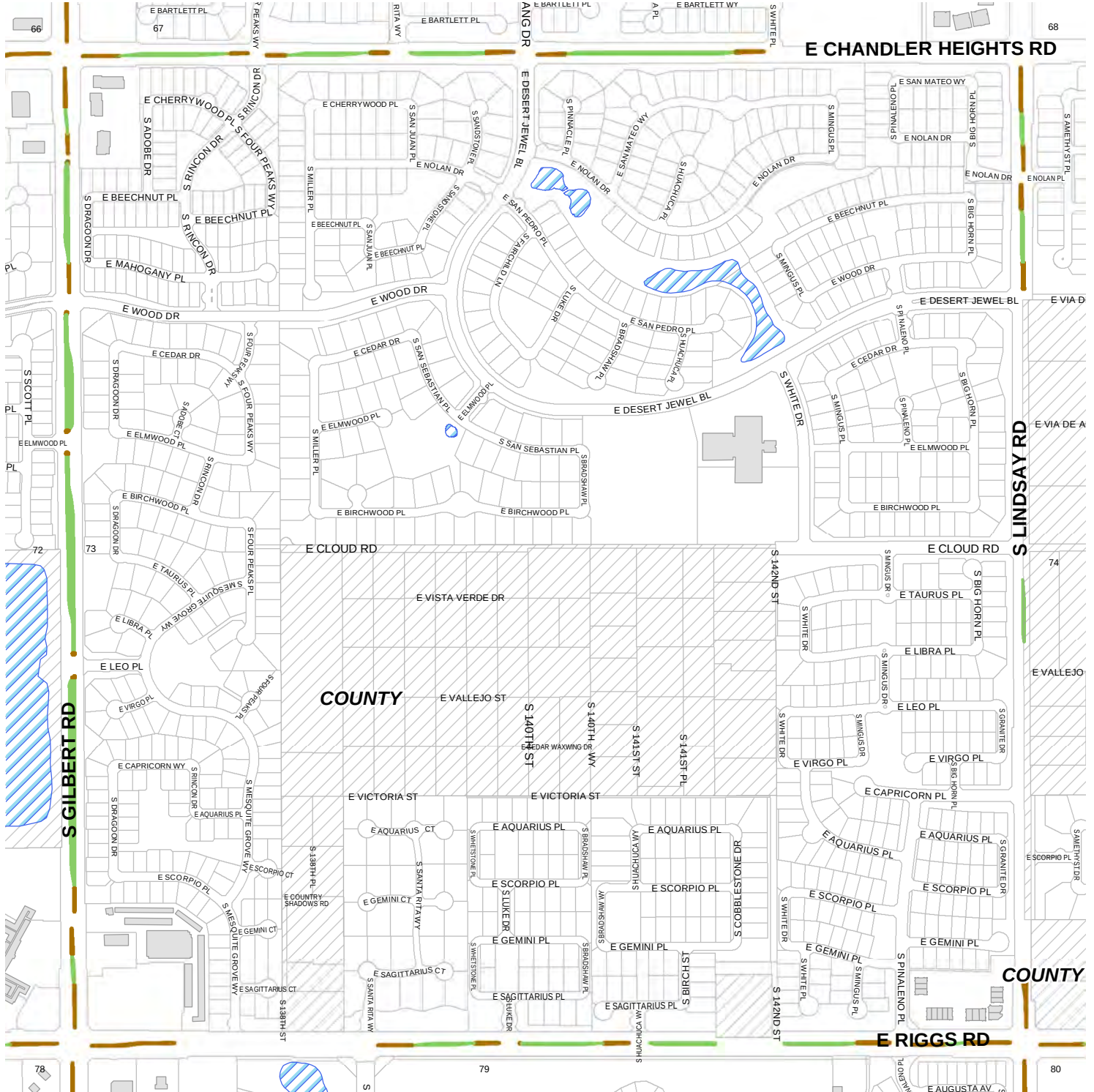
R23

S22

S23

FMA 73

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FMA 73



CONTRACT LANDSCAPE

CONTRACT PAVERS



01	02	03	04						
05	06	07	08						
09	10	11	12	13	14	15	16	17	18
19	20	21	22	23	24	25	26	27	28
30	31	32	33	34	35	36	37	38	39
					41	42	43	44	45
					47	48	49	50	51
					54	55	56	57	58
					61	62	63	64	65
					69	70	71	72	73
					75	76	77	78	79
									80

FMA SECTION
REFERENCE GRID

67 68

73 74

79 80

FMA QUARTER
REFERENCE GRID

R24

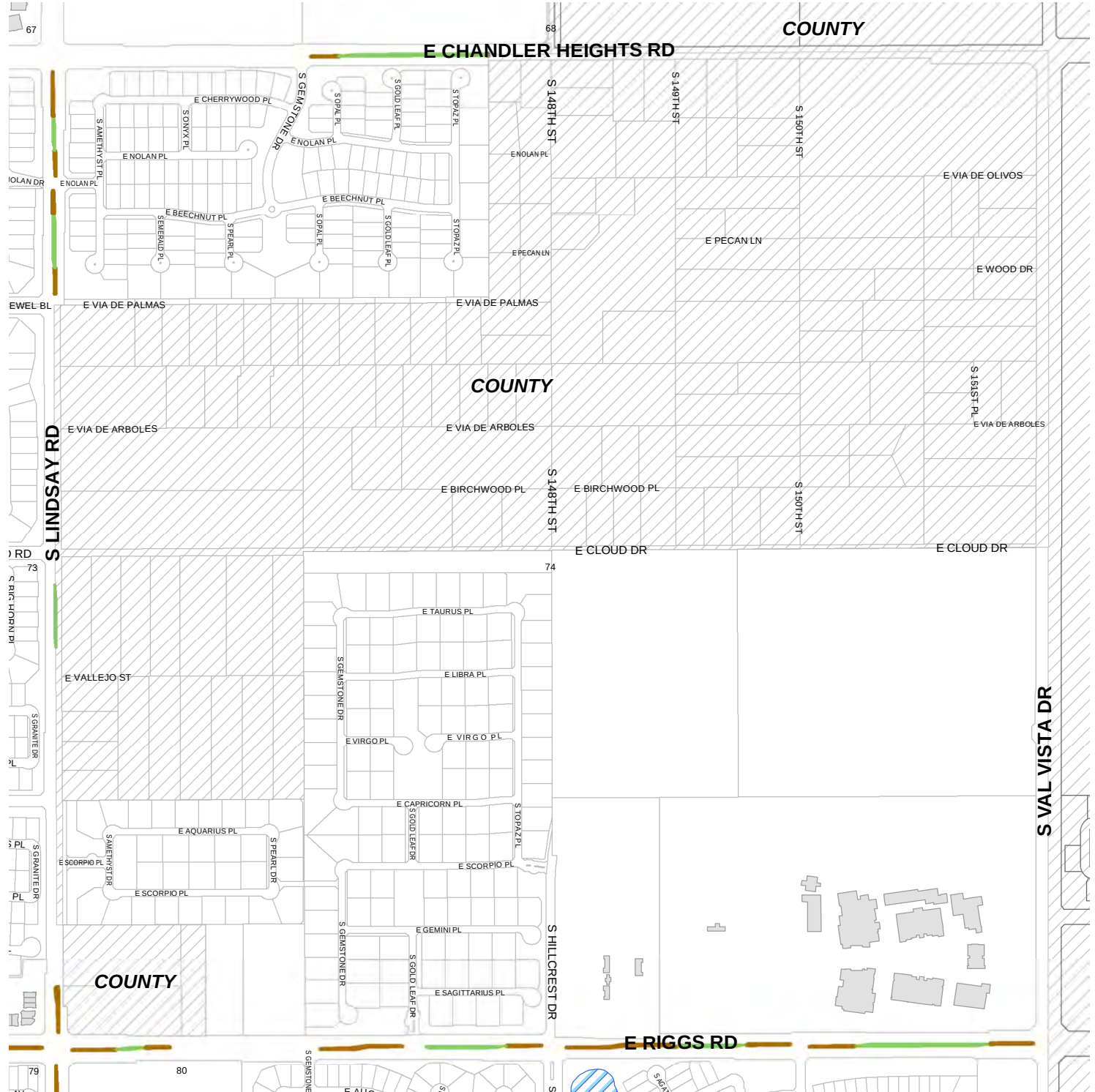
R25

S24

S25

FMA 74

**CONTRACT
LANDSCAPE
MAINTENANCE
FMA MapBook**



FMA 74



CONTRACT LANDSCAPE

CONTRACT PAVERS



					01	02	03	04	
					05	06	07	08	
09	10	11	12	13	14	15	16	17	18
19	20	21	22	23	24	25	26	27	28
29	30	31	32	33	34	35	36	37	38
					41	42	43	44	45
					46	47	48	49	50
					51	52	53	54	55
					56	57	58	59	60
					61	62	63	64	65
					66	67	68	69	70
					71	72	73	74	75
					76	77	78	79	80

69	70
75	76

T14	T15
U14	U15

**CONTRACT
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FMA 75

CONTRACT PAVERS

[illegible]

69	70	71
75	76	77

T16	T17
U16	U17

**CONTRACT
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FMA 76

CONTRACT PAVERS



01	02	03	04
05	06	07	08
09	10	11	12
13	14	15	16
17	18	19	20
21	22	23	24
25	26	27	28
29	30	31	32
33	34	35	36
37	38	39	40
41	42	43	44
45	46	47	48
49	50	51	52
53	54	55	56
57	58	59	60
61	62	63	64
65	66	67	68
69	70	71	72
73	74	75	76
77	78	79	80

FMA SECTION
REFERENCE GRID

70 71 72

76 77 78

FMA QUARTER
REFERENCE GRID

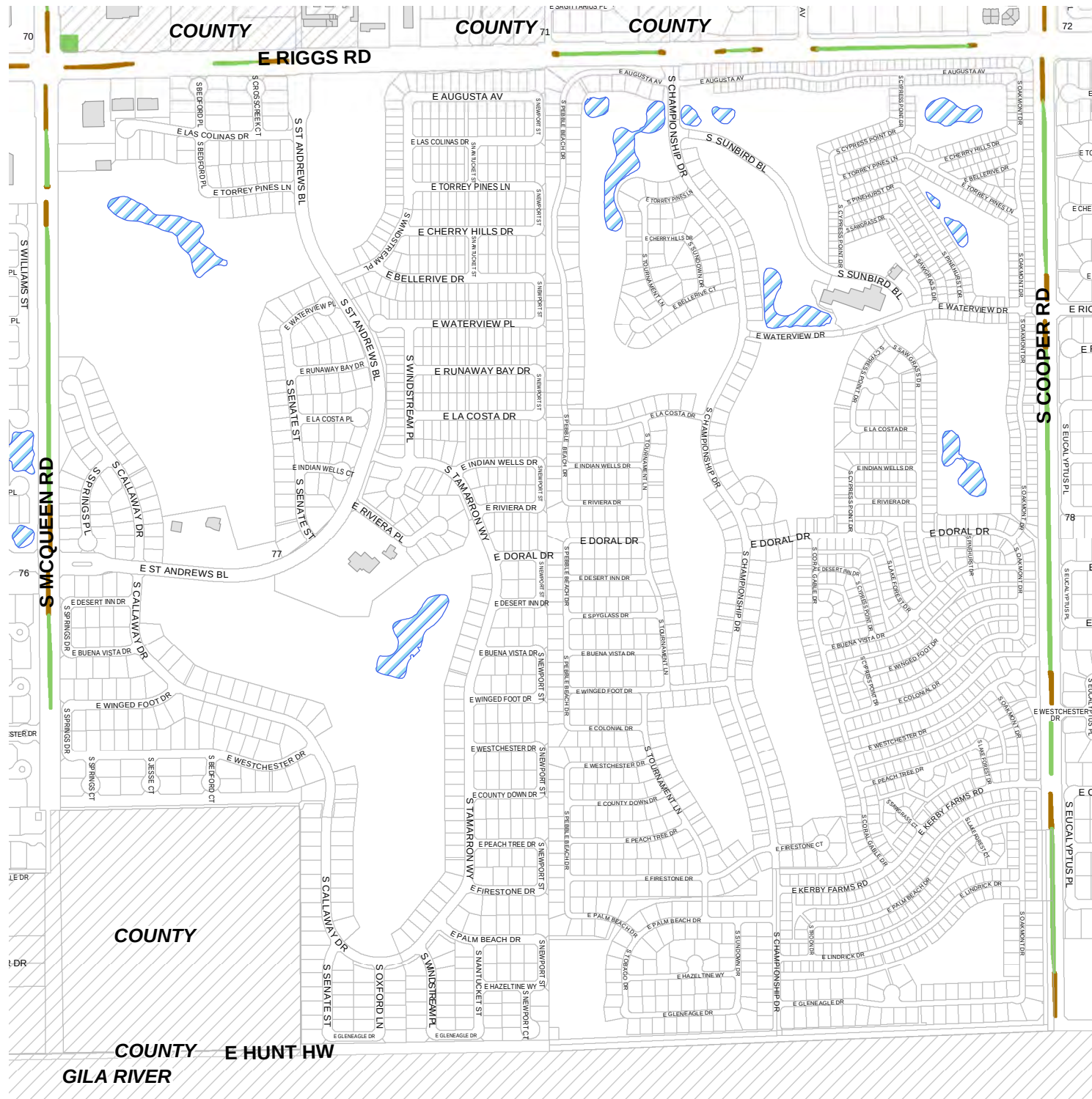
T18 T19

U18 U19

FMA 77

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A 10x10 grid of numbers from 01 to 80. The numbers are arranged in a pattern that fills the grid from top-left to bottom-right. A yellow path is drawn through the grid, starting at 01 and ending at 80. The path follows the sequence: 01, 05, 09, 13, 17, 21, 25, 29, 33, 37, 41, 45, 49, 53, 57, 61, 65, 69, 73, 77, 80.

					01	02	03	04	
					05	06	07	08	
09	10	11	12	13	14	15	16	17	18
19	20	21	22	23	24	25	26	27	28
29	30	31	32	33	34	35	36	37	38
					41	42	43	44	45
					47	48	49	50	51
					53	54	55	56	57
					59	60	61	62	63
					65	66	67	68	69
					71	72	73	74	75
					77	78	79	80	

71	72	73
77	78	79

T20	T21
U20	U21

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MAINTENANCE
FMA MapBook**



FMA 78

CONTRACT PAVERS

N

01	02	03	04						
05	06	07	08						
09	10	11	12	13	14	15	16	17	18
19	20	21	22	23	24	25	26	27	28
30	31	32	33	34	35	36	37	38	39
					41	42	43	44	45
					47	48	49	50	51
					54	55	56	57	58
					61	62	63	64	65
					69	70	71	72	73
					75	76	77	78	79

FMA SECTION REFERENCE GRID		
72	73	74
78	79	80

FMA QUARTER REFERENCE GRID	
T22	T23
U22	U23

FMA 79

CONTRACT
LANDSCAPE
MAINTENANCE
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FMA 79

- CONTRACT LANDSCAPE
- CONTRACT PAVERS

N

01	02	03	04
05	06	07	08
09	10	11	12
13	14	15	16
17	18	19	20
21	22	23	24
25	26	27	28
29	30	31	32
33	34	35	36
37	38	39	40
41	42	43	44
45	46	47	48
49	50	51	52
53	54	55	56
57	58	59	60
61	62	63	64
65	66	67	68
69	70	71	72
73	74	75	76
77	78	79	80

FMA SECTION
REFERENCE GRID

7374

7980

FMA QUARTER
REFERENCE GRID

T24T25

U24U25

FMA 80

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FMA 80

CONTRACT LANDSCAPE

CONTRACT PAVERS

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