

**SERVICES AGREEMENT
(Not Construction Related)**

RIGHT-OF-WAY (ROW) AND MEDIAN LANDSCAPE ENHANCEMENT PROJECT

This Services Agreement (“Agreement”) is entered into and effective between the CITY OF GLENDALE, an Arizona municipal corporation ("City") and URW, LLC, an Arizona limited liability company, authorized to do business in Arizona (“Consultant”) as of the _____ day of _____, 2026 (“Effective Date”).

RECITALS

- A. City intends to undertake a project for the benefit of the public and with public funds, that is more fully set forth in **Exhibit A** attached (the "Project");
- B. City desires to retain the professional services of Consultant to perform certain specific duties and produce the specific work as set forth in the attached **Exhibit B**, Project Scope of Work (“Scope”);
- C. Consultant desires to provide City with services (“Services”) consistent with industry-best practices and the standards set forth in this Agreement, in order to complete the Project; and
- D. City and Consultant desire to memorialize their agreement with this document.

AGREEMENT

The parties hereby agree as follows:

1. Key Personnel; Other Consultants and Subcontractors.

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

2. Schedule. The Services will be undertaken in a manner that ensures the Project is completed timely and efficiently in accordance with the Project. Nevertheless, this Agreement terminates six months from the effective date.

3. Consultant’s Work.

- 3.1 Standard. Consultant must perform Services in accordance with the standards of due diligence, care, and quality prevailing among consultants having substantial experience with the successful furnishing of Services for projects that are equivalent in size, scope, quality, and other criteria under the Project and identified in this Agreement.
- 3.2 Licensing. Consultant warrants that:
 - a. Consultant currently holds all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of Services ("Approvals"); and
 - b. Neither Consultant nor any Subconsultant has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").
 - (1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments, or to examine Consultant's contracting ability.
 - (2) Consultant must notify City immediately if any Approvals or Debarment changes during the Agreement's duration. The failure of the Consultant to notify City as required will constitute a material default under the Agreement.

3.3 Compliance.

- a. Services will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, and other standards and criteria designated by City.
- b. Consultant must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Consultant will require any Sub-contractor to be bound to the same requirements as stated within this section. Consultant, and on behalf of any subcontractors, warrants compliance with this section.

3.4 Work Product.

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

4. **Compensation for the Project.**

- 4.1 Compensation. Consultant's compensation for the Project, including those furnished by its Subconsultants or Subcontractors will not exceed \$355,000.00 as specifically detailed in **Exhibit D** ("Compensation").
- 4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated Scope as outlined in the Project is significantly modified.
 - a. Adjustments to Compensation require a written amendment to this Agreement and may require City Council approval.
 - b. Additional services which are outside the Scope of the Project contained in this Agreement may not be performed by the Consultant without prior written authorization from the City.
 - c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.
- 4.3 Allowances. An "Allowance" may be identified only for work that is required by the Scope and the value of which cannot reasonably be quantified at the time of this Agreement.

- a. As stated in Sec. 4.1 above, the Compensation must incorporate all Allowance amounts and any unused allowance at the completion of the Project will remain with City.
- b. Consultant may not add any mark-up for work identified as an Allowance and which is to be performed by a Subconsultant.
- c. Consultant will not use any portion of an Allowance without prior written authorization from the City.
- d. Examples of Allowance items include, but are not limited to, subsurface pothole investigations, survey, geotechnical investigations, public participation, radio path studies and material testing.

5. **Billings and Payment.**

5.1 Applications.

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

5.2 Payment.

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

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

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

6. **Termination.**

6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than 15 days following the date of delivery.

- a. Consultant will be equitably compensated for Services furnished prior to receipt of the termination notice and for reasonable costs incurred.
- b. Consultant will also be similarly compensated for any approved effort expended, and approved costs incurred, that are directly associated with Project closeout and delivery of the required items to the City.

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

- a. Consultant will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Consultant for Services furnished, City will pay the amount due to Consultant, less City's damages, in accordance with the provisions of Sec. 5.

- b. If City's direct damages exceed amounts otherwise due to Consultant, Consultant must pay the difference to City immediately upon demand; however, Consultant will not be subject to consequential damages more than \$2,000,000 or the amount of this Agreement, whichever is greater.

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

8. **Insurance.** For the duration of the term of this Agreement, Consultant shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such insurance shall cover Consultant, its agent(s), representative(s), employee(s) and any subcontractors.

8.1 Minimum Scope and Limit of Insurance. Coverage must be at least as broad as:

- a. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01, including products and completed operations, with limits of no less than **\$2,000,000** per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- b. Automobile Liability: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than **\$2,000,000** per accident for bodily injury and property damage.
- c. Worker's Compensation: Insurance as required by the State of Arizona, with Statutory Limits, and Employers' Liability insurance with a limit of no less than **\$2,000,000** per accident for bodily injury or disease.

8.2. Indemnification.

- a. To the fullest extent permitted by law, Consultant must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties") for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense" collectively "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Consultant) and that arises out of or results from the breach of this Agreement by the Consultant or the Consultant's negligent actions, errors or omissions (including any Subconsultant or Subcontractor or other person or firm employed by Consultant), whether sustained before or after completion of the Project.
- b. This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Consultant will be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Consultant or of any person or entity for whom Consultant is responsible.
- c. Consultant is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

8.3 Other Insurance Provisions. The insurance policies required by the Section above must contain, or be endorsed to contain the following insurance provisions:

- a. **The City, its officers, officials, employees and volunteers are to be covered as additional insureds** of the CGL and automobile policies for any liability arising from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such liability may arise, but is not limited to, liability for materials, parts or equipment furnished in connection with any tasks, or work performed by Consultant or on its behalf and for liability arising from automobiles owned, leased, hired or borrowed on behalf of the Consultant. General liability coverage can be provided in the form of an endorsement to the Consultant's existing insurance policies, provided such endorsement is at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37, if later revisions are used.
 - b. For any claims related to this Project, the **Consultant's insurance coverage shall be primary insurance** with respect to the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.
 - c. Each insurance policy required by this Section shall provide that coverage shall not be canceled, except after providing notice to the City.
- 8.4 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless the Consultant has obtained prior approval from the City stating that a non-conforming insurer is acceptable to the City.
- 8.5 Waiver of Subrogation. **Consultant hereby agrees to waive its rights of subrogation which any insurer may acquire** from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agent(s) and subcontractor(s).
- 8.6 Verification of Coverage. Within 15 days of the Effective Date of this Agreement, Consultant shall furnish the City with original certificates and amendatory endorsements, or copies of any applicable insurance language making the coverage required by this Agreement effective. All certificates and endorsements must be received and approved by the City before work commences. Failure to obtain, submit or secure the City's approval of the required insurance policies, certificates or endorsements prior to the City's agreement that work may commence shall not waive the Consultant's obligations to obtain and verify insurance coverage as otherwise provided in this Section. The City reserves the right to require complete, certified copies of all required insurance policies, including any endorsements or amendments, required by this Agreement at any time during the Term stated herein.
- Consultant's failure to obtain, submit or secure the City's approval of the required insurance policies, certificates or endorsements shall not be considered a Force Majeure or defense for any failure by the Consultant to comply with the terms and conditions of the Agreement, including any schedule for performance or completion of the Project.
- 8.7 Subcontractors. Consultant shall require and shall verify that all subcontractors maintain insurance meeting all requirements of this Agreement.
- 8.8 Special Risk or Circumstances. The City reserves the right to modify these insurance requirements, including any limits of coverage, based on the nature of the risk, prior experience, insurer, coverage or other circumstances unique to the Consultant, the Project or the insurer.
9. **E-verify, Records and Audits.** To the extent applicable under A.R.S. § 41-4401, the Consultant warrants its compliance and that of its Subconsultants with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Consultant or Subconsultant's breach of this warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the City under the terms of this Agreement. The City retains the legal right to randomly inspect the papers and records of the other party to ensure that the other party is complying with the above-mentioned warranty. The Consultant and Subconsultant warrant to keep their respective papers and records open for random inspection during normal business hours by the other party. The

Consultant and Subconsultant shall cooperate with the City's random inspections, including granting the City entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

10. **No Boycott of Israel.** To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.
11. **Uyghur Forced Labor Prevention Act (UFLPA).** Consultant certifies that it does not currently, and during the term of this Agreement, will not use:
 - a. the forced labor of ethnic Uyghurs in the People's Republic of China;
 - b. any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and
 - c. any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.
12. **Attestation of PCI Compliance.** When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.
13. **Notices.**
 - 13.1 A notice, request or other communication that is required or permitted under this Agreement (each "Notice") will be effective only if:
 - a. The Notice is in writing; and
 - b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested).
 - c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:
 - (1) Received on a business day before 5:00 p.m. at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service; or
 - (2) As of the next business day after receipt, if received after 5:00 p.m.
 - d. The burden of proof of the place and time of delivery is upon the Party giving the Notice.
 - e. Digitalized signatures and copies of signatures will have the same effect as original signatures.
 - 13.2 Representatives.
 - a. Consultant. Consultant's representative (the "Consultant's Representative") authorized to act on Consultant's behalf with respect to the Project, and his or her address for Notice delivery is:

URW, LLC
c/o Catrina Palmer
PO BOX 8547
Phoenix, AZ 85066
Catrina.Palmer@urwvm.com

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

City of Glendale
c/o Victor Abril
Right Of Way Division
6210 W. Myrtle, Bldg. P
Glendale, Arizona 85301

With required copy to:

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

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

- c. Concurrent Notices.

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

14. Entire Agreement; Survival; Counterparts; Signatures.

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

- a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
- b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.
- c. Inconsistencies between the solicitation, any addenda attached to the solicitation, the response or any excerpts, if any, and this Agreement, will be resolved by the terms and conditions stated in this Agreement.

14.2 Interpretation.

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

- 14.3 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.
- 14.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Electronic signature blocks do not constitute execution for purposes of this Agreement. Any amendment may be subject to City Council approval.
- 14.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.
- 14.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be reformed to conform with applicable law.
- 14.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

15. Term.

- 15.1 The term of this Agreement commences upon the effective date and continues for a six month period. There are no extensions or renewals available exception as provided below.
- 15.2 Extension for Procurement Processes. Upon the expiration of the Term of this Agreement, including the initial term and any renewals, at the City’s sole discretion, this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City to complete its procurement process to select a vendor to provide the services/materials similar to those provided under this Agreement. The City will notify the Contractor in writing of its intent to extend the Agreement at least thirty (30) calendar days prior to the expiration of the Term. Any extension provided under this subsection will continue under the same terms and conditions as in effect immediately prior to the expiration of the then-current term.

16. Dispute Resolution. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered according to the American Arbitration Association’s Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

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

- Exhibit A Project
- Exhibit B Scope of Work
- Exhibit C Schedule
- Exhibit D Compensation

[Signatures on following page.]

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

City of Glendale,
an Arizona municipal corporation

By: Patrick S. Banger
Its: City Manager

ATTEST:

Julie K. Bower
City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

URW, LLC,
an Arizona Limited Liability Company

By: Catrina Palmer
Its: Operations Manager

EXHIBIT A
Services Agreement

PROJECT

SEE ATTACHED EXHIBIT B SCOPE OF WORK.

EXHIBIT B
Services Agreement

SCOPE OF WORK

SEE ATTACHED EXHIBIT B SCOPE OF WORK

EXHIBIT C
Services Agreement

SCHEDULE

SEE ATTACHED EXHIBIT B SCOPE OF WORK

3.1 RIGHT OF WAY LANDSCAPE - GENERAL REQUIREMENTS – CONTRACTOR SHALL:

- 3.1.1** Provide consistent supervision of their employees.
- 3.1.2** Provide all necessary staffing, tools, equipment, vehicles, supplies, including (chemicals, fertilizers, herbicides, post and pre-emergent), and ancillary items to perform all services proposed. Only chemicals registered and approved by the Environmental Protection Agency (EPA) shall be used.
- 3.1.3** Shall demonstrate they can: track fleet locations, employee time onsite, work schedules, onsite work performed with after photos via the Green Sights app, and dispatch times.
- 3.1.4** Ensure that adequate staffing and resources are assigned to each Area of Service to achieve the designated Service Levels defined and any other applicable requirements.
- 3.1.5** Provide safe storage for found articles and deliver unclaimed articles on the following Monday to the Contract Monitor at the Transportation office located at 6210 W Myrtle Ave, Building P. All incidents of lost/found shall be recorded on the Weekly Work Report.
- 3.1.6** Perform all work during daylight hours. No work will be completed on weekends without prior approval from the City.
- 3.1.7** Perform all duties assigned Monday through Friday, excluding holidays. The City observes the following holidays: New Year’s Day, Martin Luther King, Jr. Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day. If the successful Contractor wishes to work on any of the specified holidays, the Contractor shall coordinate an approval with the City.
- 3.1.8** Do not allow any person who is not an employee in the work area unless the City’s Contract Monitor gives prior approval.
- 3.1.9** Comply with Federal, State, and local laws, regulations, applicable permits, standards, and ordinances about health, safety, and protection of the environment. Failure to comply may be grounds for non-payment and termination of the contract.
- 3.1.10** Perform intermittent walk-through audits with Contract Monitor to A) review work performed to identify and address subpar work that may be necessary to bring the contract area up to standard; B) review to identify special projects outside the routine scope of work.
- 3.1.11** The Contract Monitor may request verification of certifications at any time during the term of the contract.

3.2 LANDSCAPING - ROUTINE REQUIREMENTS – CONTRACTOR SHALL:

3.2.1 Turf Maintenance (Includes Mowing, Edging, and Weeding) – Contractor shall:

- 3.2.1.1.** Schedule mowing in accordance with irrigation schedules

- 3.2.1.2. Ensure mowing areas are clean and free of all debris before mowing, i.e., paper, stones, bottles, tree limbs, etc.
- 3.2.1.3. Perform mowing and edging together on the same day and shall be scheduled in accordance with irrigation schedules
- 3.2.1.4. Apply post-emergent herbicide as necessary to keep areas weed-free and do not harm the grass at the full label-directed rate.
- 3.2.1.5. Control dust while mowing in compliance with Maricopa County Environmental Services Department Air Quality Division regulations.
- 3.2.1.6. Ensure that the mowing height of turf does not exceed 2 ½ inches.
- 3.2.1.7. Ensure mowing equipment operates at optimum speed with sharp mowing blades to produce clean cutting results.
- 3.2.1.8. Equip all mowers with skirt guards.
- 3.2.1.9. Remove mowed clippings from the property and dispose of them properly.
- 3.2.1.10. Edge turf with a mechanical edger along walkways, curbs, and headers to maintain a neat appearance and ensure sprinkler heads are not damaged while edging; any sprinkler heads damaged in the process are to be replaced by the Contractor at his own expense.
- 3.2.1.11. Inform the City Contract Monitor(s) of delays in the schedule due to excessive ground moisture, standing water, etc.
- 3.2.1.12. Provide an alternate schedule when delays in mowing occur.
- 3.2.1.13. Keep all contracted areas, including adjacent sidewalks and curbs, and bull noses as applicable, free of weeds and invasive grasses.
- 3.2.1.14. If applicable, lower (scalp) Bermuda grass to ½ inch or less the last week of September in preparation to over-seed with perennial Rye Seed.
- 3.2.1.15. Only allow scalping of grass during the overseeding season.
- 3.2.1.16. Provide verticutting of grass once per year during the growing season and/or as needed to reduce thatch buildup.
- 3.2.1.17. Rake, retrieve, remove, and dispose of debris from the site. This includes the gathering and removal of all trash, organic material, as well as dog and horse feces, and any other organic material that was not generated by the contract area.

3.2.2 Plant Material (Trees, Shrubs, and Groundcovers) – Contractor shall:

- 3.2.2.1. Provide landscaping services that include, but are not limited to, sidewalks, bridle paths, shoulders, right-of-way, bike and pedestrian paths, and medians.
- 3.3. Remove dead, dying, diseased, and broken portions of each plant or tree.
- 3.3.1.1. Perform pruning in such a way that plant material does not create a visibility or physical obstruction to vehicular traffic, pedestrians, traffic signs, message boards, sight obstructions, or pathway obstructions.

- 3.3.1.2. Do not blow or rake landscaping debris into the street, sidewalk, or parking lot.
- 3.3.1.3. Prune trees to remove hazards by trimming branches that pose a risk. Keep branches at least 13 feet (13') above the street and out of pedestrian walkways and view corridors, with a minimum clearance of 8 feet (8') above the grounds.
- 3.3.1.4. Remove all tree suckers and water sprouts from the ground to 8 feet above the trunk base.
- 3.3.1.5. Be held responsible and cover the cost of replacing any damaged plant material due to negligence or accidental damage caused by the Contractor. This includes replacing plants that die due to lack of care, water, improper pruning, or the use of pesticides or chemicals.
- 3.3.1.6. All replacement plants shall be free from circling and girdling roots at the time of planting.
- 3.3.1.7. All trees must be planted in accordance with guidelines outlined in the University of Arizona's publication, AZ1022, Planting Guidelines: Container Trees & Shrubs.
- 3.3.1.8. Be held responsible for insufficient delivery of water if Contractor caused a disruption to the water delivery system or did not notify Contract Monitor of irrigation problem(s).
- 3.3.1.9. The Contractor shall not be responsible for damage to or destruction of plant material that is the result of vandalism or damage caused by others.
- 3.3.1.10. The Contractor shall immediately notify the Contract Monitor of any disease or pest infestation that may result in the destruction of plant material and report the location and number of distressed, diseased, dead, and missing plants to the Contract Monitor.
- 3.3.1.11. If the contractor's poor plant maintenance or failure to disinfect tools before use on the city of Glendale property causes disease or pest infestation, the contractor will be responsible for all costs of restoring the affected areas to their original condition, including plant material and labor.
- 3.3.1.12. The Contractor shall stake any trees replaced during the contract period in accordance with ISA and City specifications: two 2" x 2" x 8' redwood stakes, or approved alternates, on each side of the tree (opposed), stakes shall not be located within the root ball, unless the tree no longer requires staking, as determined by the Contract Monitor.
- 3.3.1.13. Immediately after windstorms, the Contractor shall check all contract areas for trees needing re-staking and retying and begin work to keep trees out of the streets, right-of-way, and sidewalks.

3.2.3 Pruning and Trimming – Contractor shall:

- 3.3.2.1. Prune all shrubs and ground covers limited to symmetrical (rounded) shapes. Pruning shrubs should be done in accordance with the

guidelines established by the University of Arizona Cooperative Extension-

<https://extension.arizona.edu/sites/extension.arizona.edu/files/pubs/az1499-2016.pdf>

- 3.3.2.2.** Trim all shrubs to a tapered base so as not to allow accumulation of debris at the base of the shrub.
- 3.3.2.3.** Prune/trim to include the containment of vegetative growth four inches (6") to the inside of the curb line and/or sidewalks.
- 3.3.2.4.** Prune all shrubs and ground covers acceptably and consistently, to be approved by the Contract Monitor(s).
- 3.3.2.5.** Remove all frost-killed plant material in the Spring, no later than April 1, at the discretion of the Contract Monitor(s).
- 3.3.2.6.** Provide renovation pruning during the appropriate season and to the proper plants at the discretion of the Contract Monitor(s).
- 3.3.2.7.** Prune shrubs and ground covers to their semi-natural parameters, but not over 30" in height in traffic view corridors.
- 3.3.2.8.** Prevent groupings of shrubs to create a hedge in accordance with Crime Prevention Through Environmental Design (CPTED) principles.
- 3.3.2.9.** Remove all invasive volunteer growing inside a ground cover, shrubs, or at the base of a tree immediately, mechanically or manually, along with the root.
- 3.3.2.10.** Prune/trim to include the containment of vegetative growth a minimum of six inches (6") to the inside of the curb line and/or sidewalk; overgrowth into streets, sidewalks, and pathways will be considered out of compliance.
- 3.3.2.11.** Shrub trimming intervals during the Spring/Summer season shall be per the schedule.
- 3.3.2.12.** Trim all shrubs during the Winter/Fall season as needed.
- 3.3.2.13.** Shrub trimming intervals may be adjusted at the City's discretion.
- 3.3.2.14.** The Contractor's tree pruning (where applicable) shall be performed following the International Society of Arboriculture (ISA) accepted practices, with no stubs, ripped bark, or pollarding.
- 3.3.2.15.** Remove water sprouts and suckers under 8 feet.
- 3.3.2.16.** Have working knowledge of the American National Pruning Standards (A300) and International Society of Arborists ISA Tree Pruning Guidelines, and shall adhere to the most recent edition of the American National Standard for Tree Care Operations (Z133.1).
- 3.3.2.17.** Accomplish tree pruning with hand pruning saws, hand pole saws, hand pruners, loppers, gas-powered chain saws, or electric trimming devices.
- 3.3.2.18.** When the Arizona Department of Environmental Quality (ADEQ) issues a High Pollution Advisory (HPA), the use of leaf blowers and gas-powered equipment on governmental properties and right of ways is prohibited during the advisory period. It is the Contractor's

responsibility to monitor HPA restrictions. In the event this standard is not met, the Contractor will be issued an out-of-compliance notice in writing.

- 3.3.2.19.** Remove dead, dying, diseased, and broken portions of each plant.
- 3.3.2.20.** Inform the Contract Monitor of the quantity and location of dead plant removals in the weekly report.
- 3.3.2.21.** Perform pruning in such a way that plant material does not create a visibility obstruction to vehicular traffic, and shrubs not to exceed 30 inches in height within the site triangle.
- 3.3.2.22.** Trim all sight obstructions within 24 hours of notification and keep them trimmed to prevent recurrence.
- 3.3.2.23.** Do not remove **live** shrubs or any tree without the approval of the City Contract Monitor.

3.2.4 Raking Out of Decomposed Granite/Soil Areas_ Contractor shall:

- 3.3.3.1.** Rake out all decomposed granite and bare ground areas as per the schedule in all contracted areas, including the gathering and removal of all trash, organic material, litter, dog and horse feces, and other material that was not generated by the contract area.
- 3.3.3.2.** Rake out, retrieve, remove from the site, and properly dispose of all material in accordance with all federal, state, and local laws, ordinances, and regulations

3.2.5 Irrigation Requirements – Contractor shall: Black and Yellow Lots, and Airport

- 3.3.4.1.** Inspect the irrigation system each week for proper operation and provide notification of such to the Contract Monitor. Inspection includes the furnishing of all labor and parts to replace missing emitters, bubblers, and sprinklers.
- 3.3.4.2.** Be responsible for irrigation water delivery past the valves, through the piping, tubing, emitters, and bubblers, and plug all emitters not delivering water to plant material (missing plants). The city will maintain valves, controllers, and back-flow prevention devices.
- 3.3.4.3.** Report location and number of missing plants to the City Contract Monitor monthly.
- 3.3.4.4.** Flush the irrigation system after repairs have been made, using the control valves. The Contractor may ONLY repair control valves on irrigation systems at the direction of the City Irrigation Technician and/or Contract Monitor.
- 3.3.4.5.** Repair control valves and control clocks on irrigation systems, when directed by the Contract Monitor, at the hourly rate established in the contract, plus parts or replacement components, as an addition to the monthly invoiced amount and noted separately.

- 3.3.4.6.** Raise valve boxes to the level of the ground surface, if needed, when directed by the Contract Monitor(s).
- 3.3.4.7.** Water by hand, or other means, in accordance with plant and vegetation needs, until the proper operation of the irrigation system is restored if an irrigation system is out of service due to the Contractor's neglect.
- 3.3.4.8.** Must replace, at no expense to the city, any plant material that is lost due to Contractor negligence.
- 3.3.4.9.** Plug all emitters not delivering water to plant material at the Contractor's expense.
- 3.3.4.10.** Be held responsible for damage done to irrigation system components and plant material due to careless operation of their vehicles and maintenance equipment.
- 3.3.4.11.** Complete all irrigation repairs within 48 business hours of identifying areas.
- 3.3.4.12.** Test all spray heads after each mowing by manually turning on each irrigation valve. Adjust and replace sprinkler heads to achieve maximum coverage and minimum overspray onto the street, sidewalks, or any other area that is not intended for irrigation. This pertains to the black lot, the yellow lot, and the airport turf areas.
- 3.3.4.13.** The City's Contract Monitor(s) shall have final say on irrigation controller settings.

North Developed, South Developed, Downtown, SR101(Beardsley), Landscaped Alleys, US 60 (Grand), Northern Parkway, Westgate, and the Park and Ride

- 3.3.4.14.** Visually inspect the irrigation system each week for proper operation and provide notification of such to the Contract Monitor. Inspection includes the furnishing of all labor and parts to replace missing emitters and bubblers.
- 3.3.4.15.** Be responsible for irrigation water delivery past the valves, through the piping, tubing, emitters, and bubblers, and plug all emitters not delivering water to plant material (missing plants). The city will maintain valves, controllers, and back-flow prevention devices.
- 3.3.4.16.** Flush the irrigation system after repairs have been made, using the control valves. The Contractor may ONLY repair control valves on irrigation systems at the direction of the City Irrigation Technician and/or Contract Monitor.
- 3.3.4.17.** Repair control valves and control clocks on irrigation systems, when directed by the Contract Monitor, at the hourly rate established in the contract, plus parts or replacement components, as an addition to the monthly invoiced amount.

- 3.3.4.18. Raise valve boxes to the level of the ground surface, if needed, when directed by the Contract Monitor(s).
- 3.3.4.19. Water by hand, or other means, in accordance with plant and vegetation needs, until the proper operation of the irrigation system is restored if an irrigation system is out of service due to the Contractor's neglect.
- 3.3.4.20. Must replace, at no expense to the city, any plant material that is lost due to Contractor negligence.
- 3.3.4.21. Plug all emitters not delivering water to plant material at the Contractor's expense.
- 3.3.4.22. Be held responsible for damage done to irrigation system components and plant material due to careless operation of their vehicles and maintenance equipment.
- 3.3.4.23. Complete all irrigation repairs within 48 business hours of identifying areas.
- 3.3.4.24. The City's Contract Monitor(s) shall have final say on irrigation controller settings.
- 3.3.4.25. Remove all illegal dumping's from alleyways.

3.2.6 Weed Abatement - Contractor Shall:

- 3.3.5.1. Weed as per schedule in all areas.
- 3.3.5.2. Ensure all areas are free of weeds, including adjacent sidewalks and curbs.
- 3.3.5.3. If weed abatement is not performed, the City Contract Monitor(s) may consider the maintenance to be unsatisfactory and the Contractor non-compliant, resulting in a penalty as defined below in Section 8.
- 3.3.5.4. Control all landscaped areas with proper mechanical and chemical application, as necessary, to maintain contract areas weed and grass-free.
- 3.3.5.5. Identify the chemicals used, including web links to the Safety Data Sheets.
- 3.3.5.6. Treat all grasses and weeds with appropriate herbicide before mechanical removal.
- 3.3.5.7. Maintain and ensure all assigned areas are weed and grass-free, including dead weeds and grass that were chemically treated.
- 3.3.5.8. Apply all herbicide applications by an Arizona Department of Agriculture Office of Pest Management certified applicator.

3.2.7 Chemicals and Pesticides – Contractor shall:

- 3.3.6.1. Submit a list of proposed chemicals, complete with current Safety Data Sheet (SDS) specimen labels and specific application rates to be used,

to the Contract Monitor for approval ten (10) days before commencement of the contract period.

- 3.3.6.2.** Must allow ten (10) days before chemical application for any additions or substitutions of the proposed chemicals.
- 3.3.6.3.** Not deviating from the approved list without prior written approval of the City Contract Monitor shall be grounds for non-payment and termination of the contract.
- 3.3.6.4.** Use chemicals and pesticides registered with the Environmental Protection Agency (EPA) and the State of Arizona Office of Pest Management (OPM) approval.
- 3.3.6.5.** Comply with all federal, state, and local laws, regulations, standards, and ordinances about health, safety, and EPA.
- 3.3.6.6.** Failure to comply with all federal, state, and local laws, regulations, standards, and ordinances about health, safety, and environmental protection shall be grounds for non-payment and immediate termination of contract.
- 3.3.6.7.** Ensure any personnel performing the required pest, insect, weed, and disease control services are licensed by the State of Arizona to perform the necessary services as approved by the State of Arizona OPM.
- 3.3.6.8.** Provide a list of all certified applicators, copies of licenses, certifications, and up-to-date training certificates when requested by the City.
- 3.3.6.9.** Track all chemicals, herbicides, pesticides, types, brands, quantities, and associated application ratios for Storm Water NPDES reporting and shall provide information when requested by the City Contract Monitor.

3.2.8 Pre-Emergent Herbicide Application (Spring and Fall Application) – Contractor shall:

- 3.3.7.1.** Not apply herbicide on windy days when there is a high chance of drifting.
- 3.3.7.2.** Treat all weeds and grasses with an appropriate herbicide before the weeds and grasses reach a height of six inches (6”), and the weeds and grasses must be mechanically removed.
- 3.3.7.3.** Include an ultra-violet colored dye in a sufficient amount to be visible for five (5) days after herbicide applications- for post-emergent chemical applications.
- 3.3.7.4.** Similarly, control weeds in the winter, but the use of a 2-4-D broadleaf herbicide is not permitted.
- 3.3.7.5.** Do not use soil sterilant of any type.
- 3.3.7.6.** Ensure all applications include decomposed granite, decorative rock, and non-landscaped bare areas per label instructions for long-term (12-month) control: one fall application (September – November) and one spring application (February – April).

- 3.3.7.7. Assure all trash, litter, debris, and all foreign material are cleared from the area to allow the pre-emergent to make direct contact with the soil before application.
- 3.3.7.8. Water within fourteen (14) days, applying pre-emergent applications via a water buffalo or a water truck. The water will be provided via the City. The water truck or water buffalo will be at the Contractor's expense.
- 3.3.7.9. Obtain pre-emergent certifications for each seasonal application and submit the pre-emergent certifications to the Contract Monitor upon completion.
- 3.3.7.10. Track all chemicals, herbicides, pesticides, types, brands, quantities, and associated application ratios for the State of Arizona, Office of Pest Management division, and shall provide information when requested by the City Contract Monitor.
- 3.2.8.1.1 Chemical application shall be conducted in compliance with the State of Arizona Office of Pest Management, primarily to inhibit and /or eradicate existing vegetation and/or weed growth
- 3.2.8.1.2 Permits for chemical control application shall be the responsibility of the Contractor
- 3.2.8.1.3 The Contractor shall provide the City of Glendale ROW Landscaping Division Contract Monitor a copy of the permit and all associated license requirements for their staff to apply herbicide chemicals before use, and they are to be approved by the City of Glendale Right of Way Landscaping Contract Monitor.
- 3.2.8.1.4 The Contractor must provide spray logs to the city at a minimum of once per month.
- 3.2.8.1.5 The Contractor is to ensure that no overspray reaches and affects private property and will hold the city harmless for any action therein
- 3.2.8.2 2.13.2 Any items that don't meet the standard, such as those mentioned earlier, will be removed by the contractor at no extra cost to the city.
- 3.2.8.3 Provide necessary workforce, tools, equipment, and supplies or materials as needed to perform the duties of the contract.
- 3.3.7.11.

3.2.9 Post-Emergent - Weeds/Grass – Contractor shall:

- 3.3.8.1. Not apply herbicide on windy days when there is a high chance of drifting.
- 3.3.8.2. Treat all weeds and unwanted grasses with an appropriate herbicide before the weeds and grasses reach a height of three inches (3”), and the weeds and grasses must be mechanically or manually removed once the weeds have died from the chemical treatment.
- 3.3.8.3. Include an ultra-violet colored dye in an amount to be visible for five (5) days after herbicide applications.

- 3.3.8.4. Control dicots, monocots, and nut sedge using a herbicide (e.g., Round Up) or other approved equal or substitute labeled to kill undesired weeds, plants, and grasses, by the Contract Monitor(s) per the label instructions in the summer season.
- 3.3.8.5. Control weeds in a similar manner (as described above in this section). The use of a 2-4-D broad-leaf herbicide is not permitted; the chemical must be approved by Contract Monitor(s) in the winter season.
- 3.3.8.6. Do not use soil sterilant of any type.
- 3.3.8.7. Track and submit all chemicals, herbicides, pesticides, types, brands, quantities, and associated application ratios for Storm Water NPDES reporting and shall provide information on weekly reports to the City Contract Monitor.
- 3.3.8.8. It is the City's preference to manually remove weeds that exceed three (3") inches in height and width to provide immediate eradication and an aesthetically pleasing landscape.
 - 3.3.8.8.1. Chemical application shall be conducted in compliance with the State of Arizona Office of Pest Management, primarily to inhibit and /or eradicate existing vegetation and/or weed growth
 - 3.3.8.8.2. Permits for chemical control application shall be the responsibility of the Contractor
 - 3.3.8.8.3. The Contractor shall provide the City of Glendale Right of Way Landscape Division a copy of the permit and all associated license requirements for their staff to apply herbicide chemicals before use, and they are to be approved by the City of Glendale Right of Way Landscape Contract Monitor.
 - 3.3.8.8.4. Contractors must provide spray logs to the city at a minimum of once per month
 - 3.3.8.8.5. The Contractor is to ensure that no overspray reaches and affects private property and will hold the city harmless for any action therein
- 3.3.8.9. 2.13.2 Any items that don't meet the standard, such as those mentioned earlier, will be removed by the contractor at no extra cost to the city.
- 3.3.8.10. Provide necessary workforce, tools, equipment, and supplies or materials as needed to perform the duties of the contract.

3.2.10 Damaged Plant Material (Repairs or Replacements) – Contractor shall:

- 3.3.9.1. Contractor is responsible for any adverse effects or death of plant materials due to the application of chemicals, runoff, and drift onto adjacent properties.

- 3.3.9.2. Report to the Contract Monitor any damaged flora immediately and provide pictures of damaged flora. Contractor will be considered non-compliant if not reported promptly.
- 3.3.9.3. At their own expense, make all repairs or replacements of damaged plant material within two weeks. Once approved by the City, the Contract Monitor will determine the scope of damage and approve all repairs and plant replacements

3.2.11 Soil/Turf Conditioning – Contractor shall:

- 3.3.10.1. Notify the City Contract Monitor(s) at least two (2) weeks before the date of performing soil/turf conditioning, such as turf fertilization, and chemical weed control.
- 3.3.10.2. Apply two (2) times a year (Applications and associated rates must be approved by City Contract Monitor(s) two weeks before application):
 - April – Ammonium sulfate at a rate of 1 pound per 1,000 square feet.
 - September – 21-7-14 or approved equal at a rate of one pound of nitrogen per 1,000 square feet. Must be homogeneous type.
- 3.3.10.3. Apply Perennial Rye seed at the rate of 12-15 pounds per 1,000 square feet over scalped areas in September, no later than one (1) day after scalping. **NOTE- Not currently applicable due to drought restrictions**
- 3.3.10.4. Apply starter fertilizer 16-20-0 or equal upon the approval of City Contract Monitor(s) and area top dressed in mulch. **NOTE- Not currently applicable due to drought restrictions**
- 3.3.10.5. Aerate turf areas twice a year during the warm-season grass-growing period, April -September.
 - All turf irrigation heads, valve boxes, etc., must be identified and marked accordingly by the Contractor before aeration
 - Any damage will result in a fine. Refer to section 8. PERFORMANCE LEVELS / NON-PERFORMANCE FEES / PERFORMANCE METRICS

3.2.12 Erosion Control – Contractor shall:

- 3.3.11.1. Upon request by the City, maintain the integrity of all developed and non-developed ROW landscaped areas by restoring erosion-damaged areas. Remove and dispose of all debris generated from this work.
- 3.3.11.2. Supply labor and **ALL** equipment (tractor, front-end loader, etc.) as necessary to perform the contracted services.

3.2.13 Trash / Litter Disposal – Contractor shall:

- 3.3.12.1. Retrieve, remove, and dispose of all foreign material that is not part of the landscape, which includes but not limited to, trash, papers, cans, bottles, broken glass, feces, dead plant material, realty and yard sale

signs, etc., from the contract areas and sidewalks, including any debris that is present along the curb and street weekly. If a Contractor finds foreign materials that are not identifiable or are deemed potentially hazardous, adhere to **Glendale Policy ER-05**. Contractor shall contact the Contract Monitor immediately.

- 3.3.12.2.** Do not disturb political signs and report any sight obstructions to the Contract Monitor.
- 3.3.12.3.** Service areas may include, but are not limited to, City of Glendale designated sidewalks, bridle paths, ROW shoulders, bike and pedestrian paths, and any other City-owned properties specified within this scope of work.
- 3.3.12.4.** Fully cover all open bed trucks used for the transportation of waste.
- 3.3.12.5.** Dispose of all debris and any other matter removed from the contracted area in compliance with Federal, State, County, and City regulations.
- 3.3.12.6.** Be solely responsible for any disposal fees (dumping charges) incurred.
- 3.3.12.7.** Remove all found tires from contracted areas

1. WORK SCHEDULES – Contractor Shall:

- 4.1.** Provide a complete, detailed work schedule to the Contract Monitor to include:
- 4.2.** Proposed days and times, equipment, and crew size to perform the work at each work area,
- 4.3.** Provide Special crew member names and licenses that will be applying herbicides or pesticides, and the name of the Supervisor(s) who will oversee the work performed.
- 4.4.** Provide monthly work schedules that reflect adequate and appropriate time for completion of all routine work activities on a daily, weekly, and monthly basis, as well as seasonal work activities on an annual basis.
- 4.5.** Provide work schedules that identify routine and any special tasks
- 4.6.** Ensure any changes to work schedules are provided to the Contract Monitor by Friday, 4:00 p.m., for the following week.
- 4.7.** Complete all work during the calendar week in which it is scheduled unless circumstances occur that are beyond the control of the Contractor and approved by the Contract Monitor.
- 4.8.** Understand that failure to submit schedules as prescribed may be grounds for termination of the contract.

2. REPORTING – Contractor Shall:

- 5.1. Provide a completed work schedule report weekly, with hours and the number of employees onsite.
- 5.2. Use the Glendale Green Sights app to track **ALL** completed work, including before and after photos and tracking tasks performed.
- 5.3. Submit to the Contract Monitor the schedule of pre-emergent applications ten (10) workdays before application, as well as notify the Contract Monitor of any changes immediately due to inclement conditions.
- 5.4. Submit post-application spray logs within the same week of application. City reserves the right to modify these schedules and the products used.

3. BILLING OR INVOICING

- 6.1. Contractors MUST provide a detailed monthly invoice which includes the following:
 - City Purchase Order reference number
 - Hours of service
 - Dates of service
 - Itemized products or services rendered
 - Identify the Area of Service or location by areas of service
 - Separate line item for any product discount (if applicable)
 - Separate line item for sales tax
 - Submit invoice within two weeks of job completion
 - At the end of the fiscal year, all invoices must be submitted no later than June 16th

4. MODIFICATIONS TO PRODUCTS, SCHEDULES, OR SERVICES

- 7.1. The City reserves the right to expand or delete landscaping service requirements and/or Areas of Service at any time during the contract period when it is deemed to be in the City's best interest.
 - 7.2. In the event of additional service requirements and/or Areas of Service, the City and Contractor shall agree upon changes in writing by completing an Amendment to the Agreement.
 - 7.3. Should the City and the Contractor not agree on additional service charges, the City reserves the right to perform the extra services with City personnel or other outside contract services.
 - 7.4. The City reserves the right to make changes to the landscape schedule(s) when it is deemed to be in the City's best interest.
 - 7.5. The Contractor shall not be compensated for the loss of work due to deletions or substitutions to the Contract.
- ### 5. PERFORMANCE LEVELS / NON-PERFORMANCE FEES / PERFORMANCE METRICS

The resulting agreement will be a performance-based contract directly related to the performance metrics below. Quarterly performance meetings will be held to review and discuss the performance metrics.

Ref #	Description of Situation	Amount to be Deducted per Incident
3.6.A	Non-compliance with Federal, State, and local laws, regulations, applicable permits, standards, and ordinances about health, safety, and protection of the environment.	\$100
3.6.B	Subpar work that may be necessary to bring the contract area up to standard.	\$50
3.6.C	Failure to produce a proper certification relevant to work performed upon request	\$100
3.6.D	Complete all irrigation repairs within 48 business hours of identifying areas unless otherwise directed by the City.	\$100

All litter is removed from all undeveloped public right-of-way areas	100%	Fine imposed in the amount of \$100 if this metric is not met per site
All litter removed from all developed public right-of-way areas	100%	Fine imposed in the amount of \$100 if this metric is not met per site
All shrubs in public right-of-way areas are trimmed to prevent visibility obstructions	100%	Fine imposed in the amount of \$100 if this metric is not met per incident
All tree skirts in public right-of-way areas are maintained below the 8ft level	100%	Fine imposed in the amount of \$100 if this metric is not met per site
Pre-emergent was completed on all granite and bare areas	90%	Fine imposed in the amount ranging from \$500 if this metric is not met per site.
Post-emergent completed on all granite and bare areas	90%	Fine imposed in the amount of \$100 if this metric is not met per site
Damage while completing aeration and fertilization of all turf areas due to the failure to mark and flag	90%	Fine imposed in the amount of time, labor, and materials for repairs if this metric is not met per area at a rate of \$50

irrigation bell boxes and sprinkler heads		per hour plus the cost of materials.
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EXHIBIT D
Services Agreement

COMPENSATION

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Consultant for full completion of all work required by the Project during the entire term of the Project must not exceed \$355,000.00.

DETAILED PROJECT COMPENSATION

Compensation will be paid per section 4 of the agreement and attached EXHIBIT D.

URW, LLC - EXHIBIT D

All monthly rates remain unchanged for the duration of this agreement.

Service Area	Monthly Charge
ROW Beardsley / Loop 101	\$8,750.00
Olive Ave North ROW	\$27,926.00
Olive Ave South ROW	\$43,400.00
Cardinals Way	\$1,475.00
67th Ave Medians (Union Hills to Beardsley)	\$392.60
75th Ave Medians (Union Hills to Beardsley)	\$460.20
Grand Avenue (43rd Ave to 71st Ave)	\$20,200.00

Monthly Total: \$102,603.80

3-Month Not-To-Exceed Total: \$307,811.40