

# CITY CLERK ORIGINAL

C-7721  
06/28/2011

## AGREEMENT FOR RIGHT-OF-WAY LANDSCAPE MAINTENANCE City of Glendale Solicitation No. 11-50

This Agreement for Right-of-Way Landscape Maintenance ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and Agave Environmental Contracting, Inc., an Arizona Corporation, (the "Contractor"), as of the 28th day of June, 2011.

### 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**, pursuant to Solicitation No. 11-50 (the "Project");
- B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project attached hereto;
- C. City and Contractor desire to memorialize their agreement with this document.

### AGREEMENT

In consideration of the Recitals, which are confirmed as true and correct and incorporated by this reference, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, City and Contractor agree as follows:

#### 1. Key Personnel; Sub-contractors.

1.1 **Services.** Contractor will provide all services necessary to assure the Project is completed timely and efficiently consistent with 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 contractors or consultants, retained by City.

#### 1.2 Project Team.

##### (A) Project Manager.

- (1) Contractor will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's option, complete the Project and handle all aspects of the Project such that the work produced by Contractor is consistent with applicable standards as detailed in this Agreement;
- (2) The City must approve the designated Project Manager; and
- (3) To assure the Project schedule is met, Project Manager may be required to devote no less than a specific amount of time as set out in Exhibit A.

##### (B) Project Team.

- (1) The Project manager and all other employees assigned to the project by Contractor will comprise the "Project Team."
- (2) Project Manager will have responsibility for and will supervise all other employees assigned to the project by Contractor.

(C) Discharge, Reassign, Replacement.

- (1) Contractor acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in the response to the Project's solicitation.
- (2) Contractor will not discharge, reassign or replace or diminish the responsibilities of any of the employees assigned to the Project who have been approved by City without City's prior written consent unless that person leaves the employment of Contractor, in which event the substitute must first be approved in writing by City.
- (3) Contractor will change any of the members of the Project Team at the City's request if an employee's performance does not equal or exceed the level of competence that the City may reasonably expect of a person performing those duties or if the acts or omissions of that person are detrimental to the development of the Project.

(D) Sub-contractors.

- (1) Contractor may engage specific technical contractor (each a "Sub-contractor") to furnish certain service functions.
- (2) Contractor will remain fully responsible for Sub-contractor's services.
- (3) Sub-contractors must be approved by the City, unless the Sub-contractor was previously mentioned in the response to the solicitation.
- (4) Contractor shall certify by letter that contracts with Sub-contractors have been executed incorporating requirements and standards as set forth in this Agreement.

2. **Schedule.** The services will be undertaken in a manner that ensures the Project is completed timely and efficiently in accordance with the Project.

3. **Contractor's Work.**

3.1 **Standard.** Contractor must perform services in accordance with the standards of due diligence, care, and quality prevailing among contractors 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.** Contractor warrants that:

- (A) Contractor and Sub-contractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of services ("Approvals"); and
- (B) Neither Contractor nor any Sub-contractor 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 Contractor's contracting ability.
  - (2) Contractor must notify City immediately if any Approvals or Debarment changes during the Agreement's duration and the failure of the Contractor to notify City as required will constitute a material default under the Agreement.

3.3 **Compliance.** 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.

**3.4 Coordination; Interaction.**

- (A) For projects that the City believes requires the coordination of various professional services, Contractor will work in close consultation with City to proactively interact with any other professionals retained by City on the Project ("Coordinating Project Professionals").
- (B) Subject to any limitations expressly stated in the Project Budget, Contractor will meet to review the Project, Schedule, Project Budget, and in-progress work with Coordinating Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.
- (C) For projects not involving Coordinating Project Professionals, Contractor will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

**3.5 Work Product.**

- (A) Ownership. Upon receipt of payment for services furnished, Contractor grants to City, and will cause its Sub-contractors to grant to the City, the 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) Contractor 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. Contractor 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 Contractor, the City agrees to indemnify and hold Contractor harmless from any claim arising out of the Work Product.
  - (3) In such case, City shall also remove any seal and title block from the Work Product.

**4. Compensation for the Project.**

**4.1 Compensation.** Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed \$384,357, as specifically detailed in **Exhibit B** (the "Compensation").

**4.2 Change in Scope of Project.** The Compensation may be equitably adjusted if the originally contemplated scope of services as outlined in the Project is significantly modified.

- (A) Adjustments to the 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 Contractor without prior written authorization from the City.

**5. Billings and Payment.**

**5.1 Applications.**

- (A) Contractor 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 or as specified in the solicitation.

**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 Contractor and its Sub-contractors; and
  - (2) Unconditional waivers and releases on final payment from Sub-contractors 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 30 days following the date of delivery.

- (A) Contractor will be equitably compensated for Service and Repair furnished prior to receipt of the termination notice and for reasonable costs incurred.
- (B) Contractor 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 Contractor fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

- (A) Contractor 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 Contractor for Service and Repair furnished, City will pay the amount due to Contractor, less City's damages, in accordance with the provision of § 5.
- (B) If City's direct damages exceed amounts otherwise due to Contractor, Contractor must pay the difference to City immediately upon demand; however, Contractor will not be subject to consequential damages of more than \$1,000,000 or the amount of this Agreement, whichever is greater.

7. **Conflict.** Contractor 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.**

8.1 **Requirements.** Contractor must obtain and maintain the following insurance ("Required Insurance"):

- (A) Contractor and Sub-contractors. Contractor, and each Sub-contractor performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively referred to herein as the "Contractor's Policies"), until each Party's obligations under this Agreement are completed.
- (B) General Liability.
  - (1) Contractor must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least \$1,000,000 per occurrence and \$1,000,000 annual aggregate for each property damage and contractual property damage.
  - (2) Sub-contractors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least \$1,000,000 per occurrence.
  - (3) This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, XCU hazards if requested by the City, and a separation of insurance provision.
  - (4) These limits may be met through a combination of primary and excess liability coverage.
- (C) Auto. A business auto policy providing a liability limit of at least \$1,000,000 per accident for Contractor and \$1,000,000 per accident for Sub-contractors and covering owned, non-owned and hired automobiles.
- (D) Workers' Compensation and Employer's Liability. A workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.
- (E) Notice of Changes. Contractor's Policies must provide for not less than 30 days' advance written notice to City Representative of:
  - (1) Cancellation or termination of Contractor or Sub-contractor's Policies;
  - (2) Reduction of the coverage limits of any of Contractor or and Sub-contractor's Policies; and
  - (3) Any other material modification of Contractor or Sub-contractor's Policies related to this Agreement.
- (F) Certificates of Insurance.
  - (1) Within 10 business days after the execution of the Agreement, Contractor must deliver to City Representative certificates of insurance for each of Contractor and Sub-contractor's Policies, which will confirm the existence or issuance of Contractor and Sub-contractor's Policies in accordance with the provisions of this section, and copies of the endorsements of Contractor and Sub-contractor's Policies in accordance with the provisions of this section.

(2) City is and will be under no obligation either to ascertain or confirm the existence or issuance of Contractor and Sub-contractor's Policies, or to examine Contractor and Sub-contractor's Policies, or to inform Contractor or Sub-contractor in the event that any coverage does not comply with the requirements of this section.

(3) Contractor's failure to secure and maintain Contractor Policies and to assure Sub-contractor policies as required will constitute a material default under the Agreement.

(G) Other Contractors or Vendors.

(1) Other contractors or vendors that may be contracted with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular contract.

(2) This insurance coverage must comply with the requirements set forth above for Contractor's Policies (e.g., the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance).

(H) Policies. Except with respect to workers' compensation and employer's liability coverages, City must be named and properly endorsed as additional insureds on all liability policies required by this section.

(1) The coverage extended to additional insureds must be primary and must not contribute with any insurance or self insurance policies or programs maintained by the additional insureds.

(2) All insurance policies obtained pursuant to this section must be with companies legally authorized to do business in the State of Arizona and reasonably acceptable to all parties.

**8.2 Sub-contractors.**

(A) Contractor must also cause its Sub-contractors to obtain and maintain the Required Insurance.

(B) City may consider waiving these insurance requirements for a specific Sub-contractor if City is satisfied the amounts required are not commercially available to the Sub-contractor and the insurance the Sub-contractor does have is appropriate for the Sub-contractor's work under this Agreement.

(C) Contractor and Sub-contractors must provide to the City proof of the Required Insurance whenever requested.

**8.3 Indemnification.**

(A) To the fullest extent permitted by law, Contractor 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 Contractor) and that arises out of or results from the breach of this Agreement by the Contractor or the Contractor's negligent actions, errors or omissions (including any Sub-contractor or other person or firm employed by Contractor), 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, Contractor shall be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Contractor or of any person or entity for whom Contractor is responsible.

- (C) Contractor 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.

**9. Immigration Law Compliance.**

- 9.1 Contractor, and on behalf any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.
- 9.2 Any breach of warranty under subsection 9.1 above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.
- 9.3 City retains the legal right to inspect the papers of any Contractor or subcontractor employee who performs work under this Agreement to ensure that the Contractor or any subcontractor is compliant with the warranty under subsection 9.1 above.
- 9.4 City may conduct random inspections, and upon request of City, Contractor shall provide copies of papers and records of Contractor demonstrating continued compliance with the warranty under subsection 9.1 above. Contractor agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this section.
- 9.5 Contractor agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon Contractor and expressly accrue those obligations directly to the benefit of the City. Contractor also agrees to require any subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.
- 9.6 Contractor's warranty and obligations under this section to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.
- 9.7 The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

- 10. Foreign Prohibitions.** Contractor certifies under A.R.S. §§ 35-391 *et seq.* and 35-393 *et seq.*, that it does not have, and during the term of this Agreement will not have, "scrutinized" business operations, as defined in the preceding statutes, in the countries of Sudan or Iran.

**11. Notices.**

- 11.1 A notice, request or other communication that is required or permitted under this Agreement (each a "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); and
  - (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, or 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 on or before 5:00 p.m.; 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; and
- (E) Digitalized signatures and copies of signatures will have the same effect as original signatures.

11.2 **Representatives.**

- (A) Contractor. Contractor's representative (the "Contractor's Representative") authorized to act on Contractor's behalf with respect to the Project, and his or her address for Notice delivery is:

Agave Environmental Contracting, Inc.  
 c/o Dan Biswas  
 4440 West Tom Murray Avenue  
 Glendale, AZ 85301

- (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 Michelle Woytenko, ROW Supervisor  
 6210 West Myrtle Avenue  
 Glendale, Arizona 85301  
 623-930-2635

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 City Manager and City Attorney.
- (3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Contractor identifying the designee(s) and their respective addresses for notices.

- (D) Changes. Contractor or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

12. **Financing Assignment.** City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the Project.

**13. Entire Agreement; Survival; Counterparts; Signatures.**

**13.1 Integration.** This Agreement contains, except as stated below, the entire agreement between City and Contractor 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) The solicitation, any addendums and the response submitted by the Contractor are incorporated into this Agreement as if attached hereto. Any Contractor response modifies the original solicitation as stated. Inconsistencies between the solicitation, any addendums and the response or any excerpts attached as Exhibit A and this Agreement will be resolved by the terms and conditions stated in this Agreement.

**13.2 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.

**13.3 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.

**13.4 Amendment.** No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval. Electronic signature blocks do not constitute execution.

**13.5 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.

**13.6 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 deemed reformed to conform to applicable law.

**13.7 Counterparts.** This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

**14. Term.** The term of this Agreement commences upon the effective date and continues for a one year initial period. The City may, at its option and with the approval of the Contractor, extend the term of this Agreement an additional four years, renewable on an annual basis. Contractor will be notified in writing by the City of its intent to extend the Agreement period at least 30 calendar days prior to the expiration of the original or any renewal Agreement period. Price adjustments will only be reviewed during the Agreement renewal period. There are no automatic renewals of this Agreement.

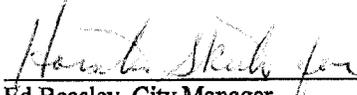
**15. Dispute Resolution.** Each claim, controversy and dispute (each a "Dispute") between Contractor and City will be resolved in accordance with Exhibit C. The final determination will be made by the City.

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

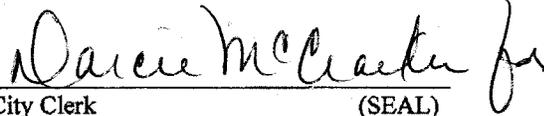
|           |                    |
|-----------|--------------------|
| Exhibit A | Project            |
| Exhibit B | Compensation       |
| Exhibit C | Dispute Resolution |

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

City of Glendale,  
an Arizona municipal corporation

  
\_\_\_\_\_  
Ed Beasley, City Manager

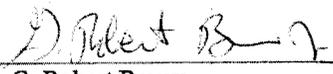
ATTEST:

  
\_\_\_\_\_  
City Clerk (SEAL)

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney

Agave Environmental Contracting, Inc.,  
an Arizona corporation

  
\_\_\_\_\_  
By: G. Robert Brown  
Its: President

**EXHIBIT A**  
**IFB 11-50**  
**SCOPE OF WORK**

**1 GENERAL DESCRIPTION**

- 1.1 The Contractor's work shall include furnishing all materials, tools, supplies, fertilizers, herbicides, post- and pre-emergent labor, equipment and vehicles necessary to provide landscape maintenance on public ROW areas identified in Exhibit A-1.
- 1.2 The Contractor's duties include, but are not limited to, tree, shrub, and plant maintenance, trash/litter collection and removal.
- 1.3 Included in the scope of work are minor repairs of drip and bubbler irrigation systems, and providing weed and pest control.
- 1.4 All specifications apply except where expressly noted otherwise.
- 1.5 All work shall be performed during daylight hours.
- 1.6 The Contractor's work hours must correspond to COG Right-of-Way Division work hours: summer hours are from 6:00 a.m. to 2:30 p.m. and winter hours are from 7:00 a.m. to 3:30 p.m. COG work hours may vary to accommodate seasonal changes.
- 1.7 Work shall be performed Monday through Friday, excluding holidays. The City observes the following holidays: New Years Day, Martin Luther King, Jr. Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus 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 ROW Supervisor shall coordinate that with the Contractor.
- 1.8 No work will be performed on weekends without prior approval of the COG ROW Supervisor.

**2 CONTRACTOR COMPLIANCE**

- 2.1 The Contractor shall be considered in compliance with the contract if, after inspection, all of the following have been completed by the Contractor:
  - Trees, shrubs, or ground covers are pruned in an acceptable manner, i.e., no improper stubs, ripped or torn bark, etc.
  - Proper pruning to ensure that no damage is made to trees and shrubs
  - Litter and/or trash have been removed
  - Weeds and grasses have been treated and removed
  - Proper staking, i.e., no broken tree stakes, stakes staked the proper distance from tree trunks, no use of unacceptable "T" stakes, no nursery stakes still attached, no support wires that girdle tree trunks, no staking wires which do not allow tree to flex, etc.

2.2 Non-compliance with the above requirements may lead to termination of the contract.

### **3 POLICING AND CLEANING**

3.1 The Contractor shall police and clean all contract areas on a biweekly schedule.

3.2 The Contractor shall remove all foreign material, which includes trash, papers, cans, bottles, broken glass, feces, dead plant material, realty and yard sale signs, etc.

3.3 The Contractor shall not disturb political signs.

3.4 Contract areas include but are not limited to COG designated sidewalks, bridle paths, ROW shoulders, bike and pedestrian paths, and medians.

3.5 All foreign material shall be retrieved and removed from the site by the Contractor.

### **4 RAKING OUT OF DECOMPOSED GRANITE/SOIL AREAS**

4.1 The Contractor shall rake out all bare areas dressed with decomposed granite and bare ground areas per schedule in Section 14.

4.2 Raking out shall include the gathering and removing of all trash, organic material (litter), dog and horse feces and organic material that was not generated by the contract area.

4.3 The Contractor shall 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.

### **5 WEEDING**

5.1 The Contractor shall weed per the schedule in Section 14 in all contracted areas.

5.2 All contracted areas shall be kept free of grasses and weeds including adjacent sidewalks and curbs.

5.3 If weeding is not performed, the City may consider the maintenance to be unsatisfactory and the Contractor in non-compliance.

5.4 The Contractor shall control all landscaped areas with proper mechanical and chemical application, as necessary, to maintain contract areas weed and grass free.

5.5 The Contractor shall treat all grasses and weeds with appropriate herbicide prior to mechanical removal.

5.6 The Contractor's compliance for weeding and grass removal is mandatory.

5.7 If necessary the Contractor shall provide additional personnel to meet weeding compliance. This shall be done at the Contractor's expense.

5.8 Contract areas are to be maintained weed and grass free.

## **6 REPAIRS OR REPLACEMENTS OF DAMAGED PLANT MATERIAL**

6.1 The Contractor shall be responsible for any adverse affects or death of plant materials, due to the application of chemicals, runoff and drift onto adjacent properties.

6.2 The Contractor, at his own expense, shall make all repairs or replacements of damaged plant material within a two-week period once notified by the ROW Supervisor or designee.

6.3 The COG ROW Supervisor will determine the scope of damage and approve all repairs and plant replacements.

## **7 CHEMICALS AND PESTICIDES**

7.1 The Contractor shall submit a list of proposed chemicals complete with current MSDS specimen labels and specific application rates to be used to the ROW Supervisor or designee for approval ten (10) days prior to commencement of contract period.

7.2 Any additions or substitutions of the proposed chemicals must also be approved ten (10) days prior to chemical application.

7.3 Any deviation from the approved list without prior written approval of the COG ROW Supervisor shall be grounds for non-payment and termination of contract.

7.4 All chemicals and pesticides used must have Environmental Protection Agency (EPA) registration and State of Arizona Office of Pest Management (OPM) approval.

7.5 The Contractor's materials, techniques and processes shall comply with all federal, state, and local laws, regulations, standards and ordinances pertaining to health, safety and environmental protection.

7.6 The Contractor's failure to comply with all federal, state, and local laws, regulations, standards and ordinances pertaining to health, safety and environmental protection shall be grounds for non-payment and immediate termination of contract.

7.7 The Contractor and personnel performing the required pest, insect, weed, and disease control services shall be licensed by the State of Arizona to perform the required services as approved by the State of Arizona OPM.

7.8 The Contractor shall provide a list of all certified applicators, copies of licenses, certifications, and up-to-date training certificates.

7.9 City may request verification of certifications during the term of the contract.

7.10 The Contractor shall track all chemicals, herbicides, pesticides, types, brands, quantities, associated application ratios for Storm Water NPDES reporting and shall provide information when requested by the ROW Supervisor.

## **8 PRE-EMERGENT HERBICIDE APPLICATION (SPRING AND FALL APPLICATION)**

8.1 For the spring and fall application, the Contractor shall ensure all applications shall include all non-turf and open areas per label instructions for long-term (12-month) control: one fall application (October 15 – November 15) and one spring application (February 15 – March 15).

8.2 Prior to application, the Contractor shall rake out and weed landscape areas. Landscape areas must be free of weeds and litter.

8.3 All pre-emergent applications shall be watered-in within fourteen (14) days of the pre-emergent application at the Contractor's expense.

8.4 The Contractor shall submit to the COG ROW Supervisor, or designee, the schedule of applications ten (10) workdays prior to application.

8.5 The Contractor's failure to submit schedule as prescribed may be grounds for termination of contract.

8.6 The Contractor shall obtain the approval of the COG ROW Supervisor prior to any application.

8.7 The Contractor shall obtain pre-emergent certifications for each seasonal application and submit the pre-emergent certifications to the COG ROW Supervisor upon completion.

8.8 The Contractor shall track all chemicals, herbicides, pesticides, types, brands, quantities, associated application ratios for Storm Water NPDES reporting and shall provide information when requested by the ROW Supervisor.

## **9 POST-EMERGENT WEED/GRASS CONTROL**

9.1 The Contractor shall treat all weeds and 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 removed.

9.2 The Contractor's post-emergent chemical applications shall include an ultra-violet colored dye in a sufficient amount to be visible for five (5) days after herbicide applications.

9.3 In the summer the Contractor shall control dicots, monocots and nut sedge by the use of an herbicide (e.g., Poast), per label instructions.

- 9.4 In the winter the Contractor shall control weeds in a similar manner (as described above in this section), but the use of a 2-4-D broad leaf herbicide is not permitted.
- 9.5 The Contractor shall not use soil sterilants of any type.
- 9.6 The Contractor shall track all chemicals, herbicides, pesticides, types, brands, quantities, associated application ratios for Storm Water NPDES reporting and shall provide information when requested by the ROW Supervisor.

## **10 CHEMICAL APPLICATIONS**

- 10.1 The Contractor's chemical applications shall include, but are not limited to, post-emergent, pre-emergent, and pest control.
- 10.2 The Contractor's chemical applications and associated application rates must be approved by the COG ROW Supervisor ten (10) working days prior to application.
- 10.3 The Contractor shall track all chemicals, herbicides, pesticides, types, brands, quantities, associated application ratios for Storm Water NPDES reporting and shall provide information when requested by the ROW Supervisor.

## **11 PEST, DISEASE AND INSECT CONTROL**

- 11.1 The Contractor shall immediately contact the COG ROW Supervisor, or designee, concerning pest, insect infestations and plant diseases.
- 11.2 The Contractor or the Contractor's on-site supervisor shall have the knowledge to diagnose and recommend proper procedures for the control of insects, pests, and disease.
- 11.3 The Contractor shall also be responsible for all damages resulting from improper pest, disease and insect control procedures or the failure to take reasonable precautions to control insects, pests or diseases.
- 11.4 The Contractor shall control gophers, ground squirrels, bees, wasps and other pests which burrow, crawl, fly, nest or otherwise reside on the work site.
- 11.5 The Contractor shall make recommendation of method and shall furnish all chemicals, rodenticides, insecticides, equipment and labor necessary to provide pest control at all COG-designated ROW areas.
- 11.6 The Contractor services shall include clean-out and control of all pests.
- 11.7 The Contractor shall notify the COG ROW Supervisor, or designee, of infestations.
- 11.8 The Contractor shall obtain the approval of the COG ROW Supervisor, or designee, of any procedures to be used before the Contractor applies any chemicals.

- 11.9 All chemicals and pesticides used by the Contractor for this contract must have EPA registration and State of Arizona OPM approval.
- 11.10 All of the Contractor's materials, techniques and processes used for this contract shall comply with all Federal, State, local laws, regulations, permits, standards and ordinances pertaining to health, safety and environmental protection.
- 11.11 The Contractor's failure to comply shall be sufficient grounds for non-payment and immediate termination of contract.
- 11.12 The Contractor and the Contractor's personnel performing the required pest, insect, weed, and disease control services shall be licensed by the State of Arizona to perform the required services as approved by the State of Arizona OPM.
- 11.13 The Contractor shall submit a list of all certified applicators employed by the Contractor.
- 11.14 The Contractor shall submit copies of licenses, certifications, and current training certificates for each of the Contractor's certified applicators.
- 11.15 City may request verification of certifications during the term of the contract.

## **12 PLANT MATERIAL (TREES, SHRUBS, & GROUNDCOVERS)**

- 12.1 The Contractor shall be responsible for damage to or destruction of trees, shrubs, and groundcover resulting from his performance or lack thereof in accomplishing the scope of the contract.
- 12.2 The Contractor shall be held responsible and at his own expense replace plant material damaged as a result of his service, including the replacement of plants that die from lack of care, water, inappropriate use of pesticides or chemicals.
- 12.3 The Contractor will be held responsible for insufficient delivery of water if Contractor caused disruption of water delivery system or did not notify COG ROW Supervisor, or designee, of irrigation problem.
- 12.4 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.
- 12.5 The Contractor shall immediately notify the COG ROW Supervisor, or designee, of any disease or pest infestation that may result in the destruction of plant material.
- 12.6 In the event of disease or pest infestation resulting from the Contractor's improper plant maintenance, the Contractor shall be responsible for all plant material and labor costs required to restore ROW areas to their original condition.

- 12.7 The Contractor shall be responsible for the re-staking, when needed, of all trees that are staked at the beginning of the contract.
- 12.8 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) approximately 18" from trunk, unless the tree no longer requires staking, as determined by the COG ROW Supervisor, or designee.
- 12.9 Immediately after windstorms, the Contractor shall check all contract areas for trees needing re-staking and retying and begin to work to keep trees out of the street, ROW, and sidewalks.

### **13 PRUNING AND TRIMMING**

- 13.1 The Contractor shall have a Certified Arborist through the ISA or a Certified Tree Worker through the WCISA, and shall supervise all pruning and trimming of shrubs and trees by the Contractor's staff.
- 13.2 The Contractor shall prune all shrubs and ground covers in an acceptable and consistent manner, to be approved by the COG ROW staff.
- 13.3 The Contractor's pruning shall be in keeping with good horticulture practices, which will be approved by the COG.
- 13.4 The Contractor shall remove all frost-killed plant material in the spring no later than April 1.
- 13.5 The Contractor's pruning of all shrubs and ground covers shall be limited to symmetrical (rounded) shapes.
- 13.6 The Contractor shall trim all shrubs to a tapered base so as not to allow accumulation of debris at base of shrub.
- 13.7 The Contractor shall not prune or trim shrubs to a boxed or flat cut without the consent of the COG ROW Supervisor, or designee.
- 13.8 The Contractor shall prune (renovate) herbaceous perennials to the base annually.
- 13.9 The Contractor shall prune (renovate) herbaceous perennials during the month of December.
- 13.10 Herbaceous perennials shall include, but are not limited to, brittlebush, lantana, primrose jasmine, unless otherwise directed by the COG ROW Supervisor, or designee.
- 13.11 The Contractor shall trim (renovate) woody perennials, e.g., cassias, thunderclouds, sages, and bougainvillea, to a height of 18-24 inches once every two years.

- 13.12 The Contractor shall prune/trim plant frost damage at COG ROW staff direction.
- 13.13 The COG ROW Supervisor, or designee, will provide a list of areas to be renovated.
- 13.14 Groundcovers shall be trimmed four inches (4") from all curbs and sidewalks.
- 13.15 Shrub trimming intervals shall be per the schedule in Section 14.
- 13.16 Shrub trimming intervals may be adjusted at the COG's discretion.
- 13.17 The Contractor's tree pruning shall be performed following ISA accepted practices, with no stubs or pollarding.
- 13.18 The Contractor's tree pruning shall be limited to (skirting) keeping tree branches out of street at a minimum of thirteen feet (13') high horizontal clearances, out of pedestrian walkways and sidewalks at a minimum of seven feet (7') high vertical clearances, and removing all tree suckers and water sprouts.
- 13.19 The COG shall perform all major tree work, including sail reduction, tree removals, crown reductions, and structural corrections.
- 13.20 All of the Contractor's pruning shall be supervised by a certified arborist, as accredited by ISA, or a certified tree worker, as accredited by WCISA.
- 13.21 The Contractor shall have working knowledge of the American National Pruning Standards (A300) and ISA Tree Pruning Guidelines, and shall adhere to the most recent edition of the American National Standard for Tree Care Operations (Z133.1).
- 13.22 The Contractor's tree trimming may be accomplished with hand pruning saws, hand pole saws, hand pruners, and loppers. No gas powered chain saws, pneumatic, hydraulic or electric trimming devices shall be used without the consent of the COG ROW Supervisor, or designee.
- 13.23 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 is prohibited during the advisory period. It is the Contractor's responsibility to monitor HPA restrictions.
- 13.24 The Contractor's pruning/trimming shall also include the containment of vegetative growth four inches (4") to the inside of the curb line and sidewalks.
- 13.25 The Contractor shall also be responsible for the removal of dead, dying, diseased and broken portions of each plant.
- 13.26 The Contractor's pruning shall be performed in such a way that plant material does not create a visibility obstruction to vehicular traffic.

- 13.27 All sight obstructions shall be trimmed within 24 hours of notification, and kept trimmed to prevent from recurring.
- 13.28 The Contractor shall not remove shrubs without the approval of the COG ROW Supervisor, or designee.
- 13.29 The Contractor shall prune all trees, shrubs and ground covers in accordance with COG ROW-accepted practices and as directed by the COG ROW Supervisor, or designee.

**14 PERFORMANCE STANDARDS AND RECURRENCE INTERVAL**

| <b>Activity</b>                 | <b>Performance Standard and Recurrence Interval</b>   |
|---------------------------------|---|
| <b>Policing and Cleaning</b>    | Once every two weeks.   |
| <b>Raking out</b>               | Once every two weeks.   |
| <b>Weeds/Grasses</b>            | Once every two weeks or as needed to keep areas weed/grass free.                              |
| <b>Pre-Emergent Application</b> | Twice per year, Spring and Fall, at full label directed rate.                                 |
| <b>Post-Emergent</b>            | As needed to keep areas weed free, at full label directed rate.                               |
| <b>Shrub Trimming</b>           | For Spring and Summer once every 20 calendar days.<br>For Fall and Winter once every 8 weeks. |
| <b>Sidewalks</b>                | Once every two weeks.   |

**15 IRRIGATION SYSTEM MAINTENANCE DETAILS**

- 15.1 The Contractor shall visually inspect the irrigation system each week for proper operation and provide notification of such to COG ROW Supervisor, or designee.
- 15.2 During the irrigation system inspection, the Contractor shall furnish all labor and equipment to replace missing emitters and bubblers and to plug all emitters not delivering water to plant material (missing plants).
- 15.3 The Contractor shall report location and number of missing plants to the COG ROW Supervisor, or designee.
- 15.4 The Contractor shall flush the irrigation system after repairs have been made, using the control valves.
- 15.5 The Contractor shall repair control valves and control clocks on irrigation systems at the direction of COG ROW Supervisor, or designee.
- 15.6 The Contractor shall repair control valves and control clocks on irrigation systems at the hourly rate established in the contract.
- 15.7 The Contractor shall program irrigation clocks to COG specifications.

- 15.8 The Contractor shall raise valve boxes to the level of the ground surface, if needed, when directed by the COG ROW Supervisor, or designee.
- 15.9 If an irrigation system is out of service due to the Contractor's neglect, the Contractor shall water by hand, or other means, in accordance with plant and vegetation needs, until the proper operation of the irrigation system is restored.
- 15.10 The Contractor, at no expense to the City, must replace any plant material that is lost due to Contractor negligence.
- 15.11 The Contractor shall maintain irrigation control clocks with times specified by the COG ROW staff.
- 15.12 The Contractor shall notify COG ROW staff in writing as to where and when irrigation control clock adjustments should be made, if the COG's specified times need adjustments.
- 15.13 The Contractor's notification of irrigation control clock adjustments shall accompany the weekly report (including when controllers are turned off due to rain or repair).
- 15.14 If the Contractor removes the irrigation controller for repair, the irrigation system shall be manually turned on, or a battery controller installed by the Contractor for all affected valves (in order to maintain watering schedule).
- 15.15 The COG ROW Supervisor shall have final say on controller settings.
- 15.16 The changing of irrigation times by the Contractor, without the Contractor providing proper notification to the COG, shall be considered non-compliance with the contract.
- 15.17 The Contractor shall be held responsible for damage done to irrigation system components and plant material due to careless operation of vehicles and maintenance equipment.
- 15.18 The Contractor shall repair all damaged components at his expense, if damage is due to the Contractor's careless operation of vehicles and maintenance equipment.

## **16 HAZARD AND SAFETY REPORTING**

- 16.1 The Contractor shall, during the normal work hours, obtain emergency medical care for any member of the public who is in need of such care due to illness or injury occurring on the work site.
- 16.2 The Contractor shall cooperate fully with the COG in the investigation of any accidental injury or death occurring on site, including a prompt report within one day thereof to the COG ROW Supervisor or designee, if the accident or death occurred within City of Glendale boundaries.

- 16.3 The COG, through its designees, reserves the right to issue immediate restraints or cease and desist orders to the Contractor when unsafe or harmful acts are observed or reported relative to the performance of the work under the contract.
- 16.4 The Contractor shall report immediately to the COG ROW Supervisor, or designee, all hazardous conditions in the COG contract areas.
- 16.5 The Contractor shall report immediately to the COG ROW Supervisor, or designee, spills of any chemicals that enter the streets/gutters, storm drain system, sanitary sewer, or that may cause an adverse impact to the safety of humans or the environment.

**17 SERVICE ADDITIONS, INTERRUPTIONS AND END-OF-CONTRACT CONDITIONS**

- 17.1 The COG reserves the right to substitute and/or delete maintenance service areas during the contract period.
- 17.2 In the event of such a substitution or deletion of maintenance service areas, the COG will give the Contractor ten (10) days notice prior to date of discontinuance of maintenance services and responsibilities.
- 17.3 The Contractor shall not be compensated for the loss of work due to deletions and/or substitutions.
- 17.4 The COG reserves the right to add maintenance service areas during the term of the contract.
- 17.5 In the event the COG and the Contractor cannot agree on maintenance charges, the COG reserves the right to maintain the additional areas with COG personnel, or other outside contract services.
- 17.6 During the final two (2) calendar weeks of the contract, the COG ROW Supervisor and/or designee, and the Contractor shall make a final inspection to determine the condition of all landscape areas.
- 17.7 Items found during the final inspection to be improperly maintained by the outgoing Contractor will be listed and evaluated by the COG.
- 17.8 The COG will arrange for repairs to be made and the costs for making repairs to the areas shall be deducted from final payments to the outgoing Contractor.

**18 LANDSCAPE MAINTENANCE SCHEDULES**

- 18.1 The Contractor shall provide work schedules for each site to the COG ROW Supervisor within ten (10) working days after the effective date of the contract.
- 18.2 The work schedules shall be set on an annual calendar and be submitted weekly, identifying the task and frequency of work.

- 18.3 The schedule shall delineate the time frames for the landscape maintenance functions and normal day-to-day procedures of the Contractor, including Contractor inspection of contracted areas.
- 18.4 The COG reserves the right to make suggested changes to the schedule set up by the Contractor, the specific requirements, and to establish the minimum requirements.
- 18.5 The Contractor shall supply complete landscape maintenance for the COG ROW areas designated on the PRICE SHEET in accordance with the agreed-upon schedule.
- 18.6 Any agreed-upon changes in scheduling shall be submitted by the Contractor, in writing, to the COG ROW Supervisor.
- 18.7 The Contractor shall submit revised schedules when actual performance differs substantially from planned performance. Revisions shall be submitted to the COG ROW Supervisor within five (5) workdays prior to scheduled time for the work.
- 18.8 The Contractor shall submit revised schedules to the COG ROW Supervisor within five (5) workdays prior to scheduled time for the work.
- 18.9 The Contractor must make every effort to stay on schedule each day and shall complete all routine work during the calendar week that is scheduled, unless unforeseen circumstances out of the control of the Contractor cause delays.
- 18.10 All scheduled items not completed during the week must be reported in writing by the Contractor to the COG ROW Supervisor, or designee, on the Monday of the following week with an explanation of why the work was not completed and when this work will be rescheduled.
- 18.11 Weekly schedules shall be submitted no later than noon on every Thursday prior to the upcoming week.
- 18.12 The Contractor's failure to submit schedule on time may result in a \$50.00 penalty per instance that will be deducted from monthly payment.
- 18.13 The COG ROW Supervisor or designee will determine if work that is not done on schedule constitutes non-compliance.
- 18.14 The Contractor must gain approval of the COG to do work more than five (5) working days ahead of schedule.
- 18.15 The COG ROW Supervisor's or designee's approval to do work more than five (5) working days ahead of schedule may be obtained from a phone call to the COG ROW Supervisor, or designee.

- 18.16 If the Contractor does not obtain prior approval, the City may refuse to pay for work items done five (5) or more days ahead of schedule.
- 18.17 Failure to submit schedules or revisions prior to commencement of routine work (except irrigation, sprinkler maintenance and inspection) shall be considered breach of contract in accordance with this document.
- 18.18 The Contractor must deliver all schedules to the COG ROW Supervisor via email at [rsikorski@glendaleaz.com](mailto:rsikorski@glendaleaz.com).

## **19 SPECIALIZED HORTICULTURAL MAINTENANCE SCHEDULING AND NOTIFICATION**

- 19.1 The Contractor shall notify the COG ROW Supervisor in writing, at least two (2) weeks prior to the date of all specialized horticultural maintenance operations, including:
- Soil amendment and conditioning
  - Chemical pest control
  - Chemical weed/grass control (pre-emergent application)
  - Permanent or temporary product substitution of any herbicide, pesticide, insecticide or fertilizer
  - Other items as determined by the COG ROW Supervisor.
- 19.2 The Contractor's failure to notify in writing of specialized horticultural maintenance schedules shall be considered breach of contract in accordance with this document.

## **20 WEEKLY AND MONTHLY SUMMARY REPORTS AND INVOICES**

- 20.1 The Contractor shall prepare a written monthly summary report covering the maintenance activities and submit reports to the COG ROW Supervisor, or designee, along with a monthly invoice for payment.
- 20.2 The Contractor shall compile a report of work items completed the previous week for the work week from Sunday through Saturday.
- 20.3 The work completed report shall be submitted weekly by noon on every Monday after completion of the previous week's work.
- 20.4 The Contractor shall email the weekly work report to the COG ROW Supervisor at [rsikorski@glendaleaz.com](mailto:rsikorski@glendaleaz.com).

## **21 CONTRACTOR DEDICATED EMPLOYEES AND CONTACT INFORMATION**

- 21.1 The Contractor shall provide supervision and on-the-job training to assure competent performance of the landscape maintenance work.

- 21.2 The Contractor shall furnish at least one field supervisor (working foreman) for the contract.
- 21.3 The Contractor shall have a field supervisor available during working hours for coordination with the City.
- 21.4 The COG has the right to review the qualifications of the supervisor and if the COG does not feel the supervisor is qualified, the Contractor shall remove him/her from that position.
- 21.5 The Contractor shall provide an alternate contact in the event the Contractor's field supervisor is not available.
- 21.6 The Contractor shall provide to the COG ROW Supervisor a facsimile (fax) number, an email address, and a mobile phone number for the Contractor's field supervisor.
- 21.7 The Contractor's job manager, supervisors and service personnel using pesticides and fertilizers must be fluent in the English language due to the necessity to read chemical labels, job instructions, and signs, as well as the need for conversing with COG management personnel and the public.
- 21.8 Each of the Contractor's work crews shall have a minimum of one person who is able to speak fluent English. The Contractor is responsible for compliance with all immigration and naturalization legal requirements and shall be responsible for any accidents due to contract employees being non-proficient in the English language.
- 21.9 The Contractor is responsible for compliance with all immigration and naturalization legal requirements and shall be responsible for any accidents due to contract employees being non-proficient in the English language.
- 21.10 The Contractor shall identify (1) the number of employees and (2) the name of each employee that shall be dedicated to this contract for both winter (off season) and summer (peak season).

## **22 WASTE**

- 22.1 The Contractor shall remove from contract areas and properly dispose of all waste generated and/or handled by the Contractor the same day that the waste is handled and/or generated by the Contractor.
- 22.2 The Contractor's open bed trucks used for transporting of waste must be covered (tarped).
- 22.3 COG is not required to supply an on-site area or facility for storage or removal of Contractor waste.
- 22.4 The Contractor shall remove and dispose of all debris and any other matter from the contract area in compliance with federal, state, county and COG laws and regulations.

22.5 The Contractor shall be responsible for any and all disposal fees (dumping charges) incurred during routine maintenance.

22.6 The Contractor's disposal of waste must be at an authorized landfill.

## **23 ACCIDENT PREVENTION, PROTECTION OF THE PUBLIC AND BARRICADING**

23.1 The Contractor shall provide and maintain all barricades and other barriers related to the Contractor's work during the period of the contract.

23.2 The Contractor's work shall be accomplished with a minimum of traffic interruptions.

23.3 The Contractor shall utilize, wherever possible, turn bays or deceleration lanes for temporary parking of vehicles and equipment. If turn bays or deceleration lanes for temporary parking of vehicles and equipment are not available, the vehicle and/or equipment must be pulled completely off the roadway.

23.4 The Contractor's use of barricades, electric warning lights and notices must be approved by the COG ROW Supervisor.

23.5 COG-approved barricades, warning lights, and notices shall be erected and maintained by the Contractor in strict accordance with the latest edition of the City of Phoenix Barricade Manual for Traffic Control.

23.6 The Contractor must submit all requests for street lane closures to the COG Traffic Engineering Department (623-930-2940) and must receive Traffic Engineering Department approval prior to lane closures.

## **24 EQUIPMENT**

24.1 The Contractor shall provide and maintain during the entire period of this contract, equipment sufficient in number, operational condition and capacity to efficiently perform the work and render the services required by this contract.

24.2 The Contractor shall furnish to the COG ROW Supervisor a list identifying all equipment to be used in fulfilling this agreement and notify the COG of any additions or deletions.

24.3 All of the Contractor's vehicles and trailers transporting pesticides and fertilizers and their application equipment shall display proper State of Arizona OPM licensing information and adhere to all labeling and transporting procedures as specified by the State of Arizona OPM regulations.

24.4 The Contractor shall maintain all of the Contractor's equipment in good repair, appearance and sanitary condition at all times. The Contractor shall perform regular

maintenance activities to reduce leaks, spills, or other unintended discharges of chemicals associated with the application of chemicals.

- 24.5 The COG reserves the right to inspect the Contractor's equipment at any time to ascertain the condition of the equipment, and to deny use of inappropriate equipment.
- 24.6 All of the Contractor's handheld power equipment, i.e., blowers, weed eaters, trimmers, hedgers, chain saws, etc., must be low emission, four-cycle or electric powered.
- 24.7 All vehicles used by the Contractor must be appropriately licensed, insured, and clearly identified with a vehicle number, name of the company, and phone number on each side of the vehicle. The vehicle number, name of the company, and phone number letters shall be at least three inches (3") high and of proportionate width.
- 24.8 Vehicles dedicated to working on COG streets shall be equipped with directional arrow boards, beacons and/or strobe lights to be approved by the COG ROW Supervisor.
- 24.9 The Contractor shall maintain pesticide application equipment in proper operating condition by adhering to any manufacturer's conditions and industry practices, and by calibrating, cleaning and repairing such equipment on a regular basis to ensure effective pesticide application and pest control. The Contractor must ensure that the equipment's rate of pesticide application is calibrated to deliver the precise quantity of pesticide needed to achieve greatest efficacy against the target pest.

## **25 QUALITY CONTROL PROGRAM**

- 25.1 The Contractor shall submit a copy of the Contractor's quality control program.
- 25.2 The COG ROW Supervisor will approve or disapprove the Contractor's quality control program within ten (10) working days of submittal.
- 25.3 The Contractor must have an approved quality control program before contract work starts.
- 25.4 The Contractor's approved quality control program shall include, but not be limited to, the following: an action plan outlining performance levels, frequency of inspections, work schedules, staffing levels, name of contract person for follow-up and type of equipment to be utilized.

## **26 EMPLOYEE IDENTIFICATION**

- 26.1 For visibility to traffic and for personnel safety, the Contractor must provide, and each of the Contractor's employees must wear, a uniform, shirt or vest bearing the Contractor's name and/or logo.
- 26.2 The uniform, shirt or vest must be fluorescent yellow or red with reflective strips.
- 26.3 The ROW Supervisor must approve the Contractor's employee uniform, shirt or vest.

## **27 WATER**

- 27.1 The COG will furnish all water for the irrigation of ROW plant material.
- 27.2 The Contractor shall furnish all water needed for the watering-in of pre-emergent and the spraying of fertilizers and chemicals.
- 27.3 The Contractor shall use its best effort to conserve water. Wasting water is a violation of the Glendale City Code and may subject the Contractor to civil or criminal penalties. Each act of wasting water or each day of continuing violation will constitute a separate offense.

## **28 DEFICIENCIES IN WORK, PENALTIES AND REMEDIES**

- 28.1 Each week the Contractor's performance for each COG designated contract area will be evaluated by the COG.
- 28.2 In the event the Contractor's performance does not meet one or more of the performance standards described herein, the Contractor will be given written notice setting forth the deficiencies to be corrected to the COG ROW Supervisor's approval.
- 28.3 In the event the Contractor has been notified of a deficiency and the deficiency is not corrected, the COG ROW Division may perform the services using COG personnel or by a separate contract.
- 28.4 The cost for follow-up inspections and of the services performed may be deducted from the Contractor's monthly invoice.
- 28.5 The Contractor shall not have the exclusive right for ROW landscape maintenance during the term of this contract and all renewals thereof, within the COG.
- 28.6 Additional issues that shall constitute non-compliance and are grounds for termination of contract are as follows:
- Revocation, termination, surrender or lapse of Contractor's certification(s) (i.e., State of Arizona OPM, WCISA, ISA) during the term of the contract.
  - Revocation, termination, surrender or lapse of any insurance required by federal, state or local agencies.

## **29 INSPECTIONS – CONTRACTOR'S AND COG'S**

- 29.1 The COG's monitoring (inspections) shall include every facet of operations in these detailed specifications.
- 29.2 The COG ROW Supervisor, or designee, will serve as monitor to oversee adherence to the contract and to assist in resolving problems as they occur.

- 29.3 The Contractor shall perform maintenance inspections weekly during daylight hours of all sites to ensure compliance, and inspections shall be included in the weekly reporting process.
- 29.4 The COG's monitor provides continuing inspection of all sites to ensure adequacy of maintenance and that methods of performing the work are in compliance with the specifications.
- 29.5 The COG's monitor shall note discrepancies and deficiencies in the work in writing and, unless it is an emergency (in which case a phone call will suffice), shall be brought to the attention of the Contractor's representative.
- 29.6 The Contractor shall correct all work discrepancies and deficiencies identified in writing in a timely manner as allowed by the Correction Time Limit Schedule (below).
- 29.7 Failure to correct areas named deficient by the COG within the limits of this Correction Time Limit Schedule may result in termination of the contract for default, unless written extensions have been authorized.

29.8 **CORRECTION TIME LIMIT SCHEDULE**

|                               |                |
|-------------------------------|----------------|
| Sprinkler/Bubbler Maintenance | 2 Working Days |
| Weed Control                  | 3 Working Days |
| Policing/Cleaning             | 1 Working Day  |
| Pest Control                  | 5 Working Days |
| Pruning & Tree Maintenance    | 1 Working Day  |
| Visual Obstruction            | 1 Working Day  |
| Dead Plant Removal            | 2 Working Days |
| Schedules                     | 2 Working Days |

**30 LOCAL OFFICE**

- 30.1 The Contractor shall maintain a local office with a competent Contractor representative who can be contacted during normal working hours.
- 30.2 A local office is one that can be reached from within the City of Glendale without a toll call.
- 30.3 A fax, email address and a mobile telephone will fulfill the requirement for a local office.
- 30.4 The Contractor must have a phone number for contact, Monday through Friday, 6:00 a.m. to 5:00 p.m.

**EXHIBIT A-1**  
**IFB 11-50**  
**PUBLIC AREA ROW**

**EXHIBIT A-1  
IFB 11-50**

**LOCATIONS LISTING**

|       |  |  |
|-------|--|--|
| X206  | HILLCREST * ROW                          | 67 AV. * WS ISABEL/HILLCREST. DEER VALLEY * NS 71/75. 75 AV. * ES DEER VALLEY/NORTH 2083'.   |
| X335  | PATRICK RANCH                            | PATRICK LANE * NS 6870 W. TO 71 AV. * BS PATRICK LA. TO PINNACLE PEAK. PINNACLE PEAK * SS 155' W. C/L 72 AV. TO 6849 W. * INCLUDES SPILLWAYS.  |
| X429  | WYNDHAM PLACE                            | STARTS 155' WEST OF C/L OF 72 AV. * SOUTH SIDE OF PINNACLE PEAK RD. WORK WEST TO NEW RIVER, THEN SOUTH TO CONCRETE SLUICE.   |
| X436  | 67 AV. * WS @ ISABELL                    | WORK NORTH TO SCHOOL ACCESS ROAD. ( MT. RIDGE DR.)   |
| X486  | DEER VALLEY * MEDIAN WEST OF 67 AV.      | MEDIAN ON DEER VALLEY, WEST OF 67 AV.  |
| X714  | 23050 N. 67 AV.                          | THE WEST SIDE OF 67 AV. FROM HENSLEY BLVD. TO PATRICK LANE. SIDEWALK TO WHITE FENCE INCLUDING BRIDLE TRAIL AREA.   |
| X714B | 23254 N. 67 AV.                          | THE WEST SIDE OF 67 AV. FROM PINNACLE PEAK RD. TO THE NORTH PROPERTY LINE OF MOUNTAIN RIDGE BAPTIST CHURCH. CURB TO FOOTER INCLUDING BRIDLE TRAIL AREA.  |
| X657  | 67 AV. MEDIAN * NORTH OF DEER VALLEY     | MEDIAN NORTH OF DEER VALLEY RD. ON 67 AV.  |
| X195  | 59 AV. * MEDIANS DEER V./N.              | MEDIANS ON 59 AV., FROM DEER VALLEY NORTH BOUND.   |
| X195B | 59 AV FROM DEER VALLEY TO PINNACLE PEAK  | BEGINNING AT PARK ENTRANCE ON NORTH  |
| X387  | 75 AV. * MEDIAN NORTH OF BEARDSLEY       | INCLUDES ANY BRICK OR CONCRETE.  |
| X617  | CHURCH OF JOY * MEDIANS                  | 4 MEDIANS ON 75 AV. FROM 20251 N. TO ROSE GARDEN LN. FIRST MEDIAN NORTH OF BEARDSLEY NOT INCLUDED, ( A.D.O.T. ).   |
| X633B | SOUND WALLS LOOP 101 67 AV. TO 75 AV. WB | MAINTENANCE OF THE BEARDSLEY ROAD ALIGNMENT WEST BOUND FROM 67 AV. TO 75 AV. THIS WILL BE THE AREA FROM THE NORTH SIDE OF THE SOUND WALL TO THE ACCESS ROAD. MAY INCLUDE CHAIN LINK FENCE AREAS AS DIRECTED. |

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| X487  | 67 AV. * MEDIANS * BEARDSLEY/DEER VALLEY | MEDIANS ON 67 AV., BEARDSLEY TO DEER VALLEY.   |
| X632B | SOUND WALLS LOOP 101 59 AV. TO 67 AV. WB | MAINTENANCE OF THE BEARDSLEY ROAD ALIGNMENT WEST BOUND FROM 59 AV. TO 67 AV. THIS WILL BE THE AREA FROM THE NORTH SIDE OF THE SOUND WALL TO THE ACCESS ROAD. MAY INCLUDE CHAIN LINK FENCE AREAS AS DIRECTED. |
| X194  | 59 AV. * MEDIANS 20257 N./DV             | STARTS NORTH OF ALBERTSONS TO DEER VALLEY (5 MEDIANS).   |
| X391  | 59 AV. * MEDIAN NORTH OF BEARDSLEY       | INCLUDES ANY BRICK OR CONCRETE.  |
| X392  | 51 AV. * MEDIAN NORTH OF BEARDSLEY       |  |
| X262  | UNION HILLS MEDIANS * 75 AV./LOOP 101    |  |
| X417  | UNION HILLS MEDIAN * W L101              | LOCATED WEST OF LOOP 101.  |
| X388  | 75 AV. * MEDIAN SOUTH OF BEARDSLEY       | INCLUDES ANY BRICK OR CONCRETE.  |
| X580  | 73 AV. & ARROWHEAD COUNTRY CLUB DR.      | MEDIANS NORTHBOUND, SOUTHBOUND, & WESTBOUND.   |
| X628B | SOUND WALLS LOOP 101 75 AV. TO 67 AV. EB | MAINTENANCE OF THE BEARDSLEY ROAD ALIGNMENT EAST BOUND FROM 75 AV. TO 67 AV. THIS WILL BE THE AREA FROM THE SOUTH SIDE OF THE SOUND WALL TO THE ACCESS ROAD. MAY INCLUDE CHAIN LINK FENCE AREAS AS DIRECTED. |
| X002  | UNION HILLS MEDIANS * 64 DR./67 AV.      |  |
| X002B | UNION HILLS DR. MEDIAN * 63 AV./64 DR.   | CURVED MEDIAN ON UNION HILLS DR. FROM 63 AV. TO 64 DR., INCLUDES PAVING STONE.   |
| X306  | UNION HILLS DR. MEDIANS * 59 AV./63 AV.  | MEDIANS ON UNION HILLS DR. FROM 59 AV. TO 63 AV., INCLUDES PAVING STONE, OMIT CEMENT MEDIAN ON THE BRIDGE.   |
| X390  | 67 AV. * MEDIAN SOUTH OF BEARDSLEY       | INCLUDES ANY BRICK OR CONCRETE.  |
| X629B | SOUND WALLS LOOP 101 67 AV. TO 59 AV. EB | MAINTENANCE OF THE BEARDSLEY ROAD ALIGNMENT EAST BOUND FROM 67 AV. TO 59 AV. THIS WILL BE THE AREA FROM THE SOUTH SIDE OF THE SOUND WALL TO THE ACCESS ROAD. MAY INCLUDE CHAIN LINK FENCE AREAS AS DIRECTED. |

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| X071B | 59 AV. MEDIAN * NORTHBOUND FROM UTOPIA      | MEDIAN ON 59 AV., NORTHBOUND FROM UTOPIA FOR 490'.  |
| X071C | 59 AV. MEDIAN * SOUTHBOUND FROM BEHREND DR. | STARTING WITH THE CEMENT ROCK MEDIAN AT 59 AV. & BEHREND DR., WORK SOUTHBOUND FOR 596' TO THE OLDER AREA. |
| X192  | UNION HILLS MEDIANS 51/59                   |   |
| X215  | CARMEL PARK * ROW                           | THE WEST SIDE OF 51 AV. FROM THE BEHREND DR. ALIGNMENT TO 278' SOUTH OF THE CENTER LINE OF WIKIEUP LN.    |
| X383S | 57 AV. & UTOPIA RD. * SOUTHBOUND MEDIAN     | MEDIAN AT 57 AV. & UTOPIA RD. RUNNING SOUTHBOUND, INCLUDING PAVING BRICK.                                 |
| X393  | 59 AV. * MEDIAN SOUTH OF BEARDSLEY          |   |
| X394  | 51 AV. * MEDIAN SOUTH OF BEARDSLEY          |   |
| X426  | CHELSEA VILLAGE * SOUTH                     | 51 AV. * WS NORTH & SOUTH OF WESCOTT. INCLUDES PLANTERS.  |
| X430  | 59 AV. * MEDIAN SO./WESCOTT                 | MEDIAN SOUTH OF WESCOTT.  |
| X488  | CARMEL COVE                                 | IN THE VICINITY OF 54 AV. & UTOPIA, NS.   |
| X527  | CHELSEA VILLAGE * NORTH                     | 51 AV. * WS NORTH 262' & SOUTH 255' OF KERRY LN., INCLUDING PLANTERS.                                     |
| X559  | 59 AV. MEDIANS * WESCOTT/UTOPIA             | 2 MEDIANS. BROWN GRANITE.   |
| X596  | 19806 N. 55 AV.                             | WEST SIDE OF 55 AV., NORTH & SOUTH OF WAHALLA. TAN CRUSHED ROCK.  |
| X616  | CARMEL COVE II                              | IN THE VICINITY OF 54 LANE & UTOPIA, SOUTH SIDE, EAST FOR 180' & WEST FOR 112'. INCLUDES UTILITY SHEDS.   |
| X618  | CARMEL COVE III                             | 51 AV. * WS NORTH 144', SOUTH 144' OF TOPEKA DR., INCLUDES CORNERS.                                       |
| X231  | BELL ROAD * MEDIANS 75/83                   |   |
| X254  | 75 AV. * WS UNION HILLS/ST. JOHN            | INCLUDE BOTH SIDES OF RETAINING WALL.   |
| X286  | 79 AV. * BELL/UNION HILLS MEDIANS           |   |

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| X287  | UNION HILLS * SS 79/75               |  |
| X314  | 79 AV. * ES ST. JOHN/UNION HILLS     | CURB TO SIDEWALK & SIDEWALK TO BIRM.   |
| X402  | ST. JOHN * MEDIAN WEST OF 75 AV.     |  |
| X423  | ST. JOHN'S * R.O.W.                  | 7700-7860 W. ST. JOHN'S, BLOCKWALL TO WALKWAY.   |
| X473  | BELL ROAD * MED. WEST 83 AV.         | MEDIAN WEST OF 83 AV. ON BELL ROAD.  |
| X611  | ST. JOHN MEDIANS @ 77 AV.            | 2 MEDIANS ON ST. JOHN RD. AT 77 AV. EASTBOUND TO MALL ENTRANCE, WESTBOUND TO 79 AV.  |
| X612  | ST. JOHN RD. * NS 7898<br>EASTBOUND  | NORTH SIDE OF ST. JOHN RD. EASTBOUND FROM 79 AV. TO PARK BOUNDRY. CURB TO SIDEWALK.  |
| X720  | 83 AV. MEDIANS @ 18551 N.            | 3 MEDIANS ON 83 AV. FROM NORTH OF THE LOOP 101 OVERPASS TO SOUTH OF THE NEW RIVER BRIDGE, INCLUDING PAVING STONE.  |
| X193  | UNION HILLS * SS 7427/6713           | SOUTH SIDE " MEDIAN ACCESS "   |
| X229  | 75 AV. * ES BELL/UNION HILLS         | INCLUDE BOTH SIDES OF RETAINING WALL.  |
| X230  | BELL ROAD * MEDIANS 69/75            |  |
| X241  | 67 AV. * WS 18426 N./GROVERS         | WEST SIDE OF 67 AV. FROM 18426 N. TO GROVERS. CURB TO SIDEWALK, SIDEWALK TO WALLS OR PROPERTY LINES. INCLUDES BOTH SIDES OF ACCESS ROAD RETAINING WALL.                          |
| X252  | 75 AV. * MEDIANS BELL/UNION HILLS    |  |
| X406  | BELL ROAD MEDIANS * 67 AV. TO 69 AV. | 3 MEDIANS ON BELL ROAD FROM 67 AV. TO 69 AV. INCLUDES ALL PAVING STONE.  |
| X433  | 75 AV. & UNION HILLS * SE            | R.O.W. IN FRONT OF LOT & HOUSE. ( U.H. )   |
| X472  | CITRUS CREEK                         | I. 70 DR. & GROVERS AV.  |
| X472N | CITRUS CREEK                         | NEW AREA ADD IN: SOUTH & WEST OF 67 AV. & GROVERS.   |
| X506  | 69 AV. * MEDIANS NORTH OF BELL       | MEDIANS ON 69 AV., NORTH OF BELL.  |
| X001  | UNION HILLS * SS 67/63               | SOUTH SIDE OF UNION HILLS FROM 67 AV. TO 63 AV.  |
| X100  | CASA CAMPANA                         | EAST SIDE OF 67 AV. FROM 109' SOUTH OF CAMINO SAN XAVIER TO CAMINO DE LA CAMPANA. INCLUDES 2 MEDIANS ON CAMINO DE LA CAMPANA FROM 67 AV. TO 66 DR., AND 3 PLANTERS FACING 67 AV. |

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| X101 | 67 AV. * ES GROVERS/UNION HILLS           |   |
| X218 | 59 AV. * WS @ GROVERS                     | WEST SIDE OF 59 AV. FROM NORTH OF MICHELLE DR. ( 268' ) TO SOUTH OF MURIEL DR. ( 398' ).  |
| X317 | 59 AV. * WS @ MICHIGAN                    | WEST SIDE OF 59 AV., NORTH ( 230' ) & SOUTH ( 185' ) OF MICHIGAN, INCLUDING PLANTERS.   |
| X386 | 67 AV. MEDIANS * BELL/UNION HILLS         | 4 MEDIANS ON 67 AV. FROM BELL RD. TO UNION HILLS DR.  |
| X513 | ARROWHEAD MEADOWS                         | 1. 60 AV. * WS FROM SOUTH OF VILLA THERESA TO UNION HILLS DR.<br>2. 60 AV. & UNION HILLS DR. * S.W.C.<br>3. UNION HILLS DR. * SS FROM 60 AV. TO SKUNK CREEK.                    |
| X533 | 67 AV. * ES SOUTH OF SKUNK CREEK BRIDGE   | EAST SIDE OF 67 AV. FROM CAMINO DE LA CAMPANA TO SKUNK CREEK BRIDGE.  |
| X534 | 67 AV. * ES NORTH OF SKUNK CREEK BRIDGE   | EAST SIDE OF 67 AV. FROM SKUNK CREEK BRIDGE TO GROVERS. INCLUDES PLANTER AREA & S.E.C.  |
| X070 | 59 AV. * ES @ MICHIGAN                    | SOUTH EAST CORNER OF 59 AV. & MICHIGAN. SOUTH FOR 255'. EAST FOR 48'.   |
| X483 | 59 AV. * ES GROVERS/NORTH OF MICHELLE DR. | EAST SIDE OF 59 AV. FROM THE NORTH EAST CORNER OF GROVERS TO 360' NORTH OF MICHELLE DR.   |
| X191 | BELL ROAD * MEDIANS 57/59                 |   |
| X219 | 59 AV. * ES S.CAMP./GROVER                | 59 AV. * EAST SIDE SOUTH OF CAMPOBELLO TO GROVERS.  |
| X420 | BELL ROAD * NS 5702/5810                  | CURB TO SIDEWALK ONLY.  |
| X269 | GREENWAY ROAD MEDIANS @ 69 AV.            | MEDIANS ON THE NORTH SIDE OF GREENWAY RD. FROM 6724 W. TO 6944 W. INCLUDES PAVING STONE AND 5 AREAS AT 6913 TO 6905 W. GREENWAY.  |
| X405 | 71 AV. & MARY JANE LN. * CIRCLE & AREA    | STARTING AT 70 AV. & GREENWAY RD., WORK NORTH WEST BOUND TO THE TRAFFIC CIRCLE @ 71 AV. & MARY JANE LN. INCLUDES MEDIANS, PAVING STONE, CRUSHED ROCK AND ADJACENT R.O.W. AREAS. |

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| X425  | SOMERSET PATIO                 | 67 AV. * WS AIRE LIBRE TO SOUTH OF KINGS.   |
| X529  | 15808 N. 67 AV.                | THE WEST SIDE OF 67 AV. FROM PARADISE LN. TO THE SOUTH PROPERTY LINE OF 15414 N. 67 AV. CURB TO SIDEWALK, SIDEWALK TO WALLS, FENCES AND FOOTERS. INCLUDES BOTH SIDES OF THE WALL ON THE MEDIAN. |
| X569  | 69 AV. * MEDIAN SOUTH OF BELL  |   |
| X724  | 16212 N. 67 AV.                | THE WEST SIDE OF 67 AV. FROM THE NORTH PROPERTY LINE OF 16224 N. 67 AV. TO PARADISE LN. CURB TO SIDEWALK, SIDEWALK TO FOOTER.   |
| X011  | GREENWAY * NS 5950/63          |   |
| X072  | 59 AV. * WS 16034 N./MARY JANE | WEST SIDE OF 59 AV. FROM SOUTH OF PARADISE LN. TO MARY JANE.  |
| X130  | 63 AV. * WS 16490 N./PARADISE  | STARTS AT BLOCK WALL, SOUTH OF EAGLE CREST APARTMENTS.  |
| X245  | 15863 N. 67 AV.                | THE EAST SIDE OF 67 AV. FROM SOUTH OF MARY JANE LN. TO PARADISE LN. CURB TO SIDEWALK, SIDEWALK TO WALLS, FENCES AND FOOTERS. INCLUDES BOTH SIDES OF THE WALL ON THE MEDIAN.                     |
| X268  | 6596 W. GREENWAY RD.           | NORTH SIDE OF GREENWAY RD. FROM CACTUS H.S. PROPERTY LINE TO WEST OF 6634 W. (204' WEST OF ENTRANCE ). CURB TO SIDEWALK, SIDEWALK TO FENCE LINE. INCLUDES ESTABLISHED CACTUS & OLEANDERS.       |
| X322  | 67 AV. * MEDIAN SOUTH OF BELL  |   |
| X328  | LEXINGTON PLACE                | EAST SIDE OF 67 AV. FROM SOUTH OF KINGS TO NORTH OF PHELPS. RED STONE.  |
| X399  | 63 AV. * ES BEVERLY/KINGS      |   |
| X477B | 16221 N. 67 AV.                | SEVEN DEVELOPED AREAS ON THE EAST SIDE OF 67 AV. FROM PARADISE LN. TO 16231 N. 67 AV.   |

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| X646  | CACTUS H.S. MEDIANS                       | 3 MEDIANS ON GREENWAY RD. FROM WEST OF 63 AV. TO EAST OF 66 AV. PLANT BEDS ONLY.   |
| X009  | SUNBURST FARMS                            | 4 MEDIAN AREAS ON THE NORTH SIDE OF GREENWAY ROAD FROM 5104 TO 5444 WEST.  |
| X010  | GREENWAY RD. * NS 55 AV./58 AV.           | 11 UTILITY SHEDS, & ESTABLISHED CACTUS & OLEANDERS INCLUDED.   |
| X069  | 59 AV. * ES MARY JANE/PARADISE            |  |
| X207  | 59 AV. * MEDIANS SOUTH OF BELL            |  |
| X004  | BELL ROAD MEDIANS * 59 AV. TO 67 AV.      | 8 MEDIANS ( INCLUDING PAVING STONE ) ON BELL ROAD FROM 59 AV. TO 67 AV.  |
| X003  | BELL ROAD MEDIANS * 51 AV. TO 55 AV.      | 3 MEDIANS ( INCLUDING PAVING STONE ) ON BELL ROAD FROM 51 AV. TO 55 AV.  |
| X003B | BELL ROAD MEDIANS * 55 AV. TO 57 AV.      | 2 MEDIANS ( INCLUDING PAVING STONE ) ON BELL ROAD FROM 55 AV. TO 57 AV.  |
| X222  | BRIDLE TRAIL 51 AV. WS PARADISE/GREENWAY  | CURB TO WALL, ALL AREAS, INCLUDING SIDEWALKS.  |
| X222A | 51 AV. * WS @ KINGS AV.                   | THE WEST SIDE OF 51 AV. @ KINGS AV. NORTH TO DRIVEWAY, SOUTH TO PARADISE LN. CURB TO WALL, ALL AREAS INCLUDING SIDEWALKS AND BRIDLE TRAIL. |
| X073  | 59 AV. * WS COUNTRY GABLES / CALAVAR      | COUNTRY GABLES TO CALAVAR.   |
| X136  | COUNTRY GABLES DR. * MEDIANS              | 3 MEDIANS ON COUNTRY GABLES DR. FROM 59 AV. TO 63 AV.  |
| X156  | PALOMA ESTATES                            | 64 DR. & T'BIRD. EAST TO P.U.S.D. ADM. CTR., WEST TO OLD HAY BARN ENT.   |
| X188  | 67 AV. * ES REDFIELD/ACDC                 |  |
| X221B | 63 AV FROM COUNTRY GABLES DR. TO GREENWAY |  |
| X421  | GREENWAY * SS 6099/5959                   |  |
| X424  | RANCHO MIRAGE                             | VICINITY OF: 67 AV. * ES @ PORT AU PRINCE, & GREENWAY * SS WEST OF 66 AV., & PASEO AREA.   |

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| X424N | RANCHO MIRAGE PHASE II                          | 67 AV. & GREENWAY * SOUTH EAST CORNER FROM DIAMOND SHAMROCK PROPERTY LINES SOUTH & EAST TO PHASE I BOUNDRIES. CURB TO SIDEWALK TO WALL.                                  |
| X438  | GREENWAY * SS 66/61                             | 66 AV. TO 61 AV., SOUTH SIDE OF G'WAY.   |
| X014  | GREENWAY MEDIAN * SS 51 LN./51 AV.              |  |
| X015  | GREENWAY RD. * SS 55 AV./51LN.                  | OMIT 54 AV. TO 53 DR. 3 UTILITY SHEDS INCLUDED.  |
| X016  | THUNDERBIRD * NS 5160/5244 W.                   | NORTH SIDE OF T'BIRD. BETWEEN DESERT SCHOOLS FEDERAL C.U. AND L.D.S. CHURCH.   |
| X068  | 59 AV. * ES NORTH OF THUNDERBIRD/CROCUS         | STARTS AT BUS STOP, NORTH TO CROCUS.   |
| X126  | 55 AV. * WS 15248 N./ACOMA                      | WEST SIDE OF 55 AV. FROM SOUTH OF GREENWAY TO ACOMA.   |
| X223  | 15000 N. 51 AV.                                 | THE WEST SIDE OF 51 AV. FROM GREENWAY RD. TO ACOMA RD. ALL AREAS CURB TO WALL INCLUDING THE SIDEWALK AND BRIDLE TRAIL.   |
| X224  | 14200 N. 51 AV.                                 | THE WEST SIDE OF 51 AV. FROM ACOMA RD. TO THE FIRST DRIVEWAY NORTH OF THUNDERBIRD RD. @ JACK IN THE BOX. ALL AREAS CURB TO WALL INCLUDING THE SIDEWALK AND BRIDLE TRAIL. |
| X261  | 59 AV. MEDIANS * THUNDERBIRD/GREENWAY           |  |
| X505  | 51 AV. & THUNDERBIRD RD. * N.W.C. MONUMENT AREA | ADD IN: NORTH TO FIRST DRIVEWAY @ JACK IN THE BOX.   |
| X609  | 55 AV. MEDIANS * NORTH OF ACAPULCO/14645 N.     | 8 MEDIANS TOTAL, ON 55 AV. FROM NORTH OF ACAPULCO TO 14645 N.  |
| X625  | 59 AV. & ACOMA * N.E.C.                         | 59 AV. * ES NORTH OF ACOMA TO AMERICAN GRADUATE SCHOOL OF INTERNATIONAL MANAGEMENT PROPERTY LINE.  |
| X024  | CACTUS * NS 6102 W./S.R.P. SUBSTATION           | NORTH SIDE OF CACTUS FROM 61 AV. TO EAST OF S.R.P. "HARMON" SUB STATION WEST OF 65 AV. INCLUDES " INSETS "   |
| X272  | 13051 N. 67 AV.                                 | EAST SIDE OF 67 AV. FROM SWEETWATER AV. (N.E.C.) TO SURREY AV. CURB TO SIDEWALK, SIDEWALK TO FENCE/PROPERTY LINES.   |

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| X311  | 59 AV. & SWEETWATER AV. * N & W      | THE WEST SIDE OF 59 AV. FROM THE ARIZONA CANAL TO SWEETWATER AV., THEN WEST BOUND ON THE NORTH SIDE OF SWEETWATER AV. FOR 189'. (RED ROCK.) |
| X454  | CACTUS MEDIAN * WEST OF 59           |   |
| X490C | 13151 N. 67 AV.                      | THE EAST SIDE OF 67 AV. FROM SURREY TO PERSHING. CURB TO SIDEWALK, SIDEWALK TO FENCE LINES INCLUDING CATSCLAW.                              |
| X539  | THUNDERBIRD PALMS II                 | 55 AV. * ES SOUTH OF EUGIE TO NORTH OF VOLTAIRE.  |
| X189  | 59 AV. * MEDIAN CACTUS/CAN           | CACTUS TO ACDC CANAL.   |
| X455  | CACTUS MEDIAN * EAST OF 59           |   |
| X600  | MARSHALL RANCH SCHOOL BIKE PATH      | 57 AV. & MARSHALL RANCH DR. NORTH EAST BOUND TO ARIZONA CANAL. SCHOOL FENCE LINE TO SIDEWALK ONLY.  |
| X026  | CACTUS * SS 6551/6301                | SOUTH SIDE OF CACTUS, STARTING 198' WEST OF 65 AV. TO 63 AV.  |
| X027  | CACTUS * SS 6299/WEST OF 59 AV.      | SOUTH SIDE OF CACTUS FROM 63 AV. TO 590' WEST OF 59AV.  |
| X096  | RIVIERA DR. * SS 66 DR./65 DR.       | SOUTH SIDE OF RIVIERA DR. FROM 66 DR. TO 65 DR.   |
| X132  | 10850 N. 63 AV.                      | THE WEST SIDE OF 63 AV. FROM DESERT COVE AV. TO BECKER LN.  |
| X132B | 10650 N. 63 AV.                      | THE WEST SIDE OF 63 AV. FROM SOUTH OF BECKER LN. TO NORTH OF PEORIA AV.   |
| X178  | PEORIA AV. * NS 6002/6100 W.         | NORTH SIDE OF PEORIA AV. FROM 60 AV. TO THE 61 AV. ALIGNMENT. CURB TO SIDEWALK, SIDEWALK TO 6' NORTH, INCLUDING UTILITY SHED AREA.          |
| X180  | PEORIA * MEDIANS 59/63               |   |
| X183  | 59 AV. * WS SUNNYSIDE/11000 N.       | WEST SIDE OF 59 AV. FROM SUNNYSIDE DR. TO NORTH OF OPPOSITE DESERT COVE AV. CURB TO SIDEWALK, SIDEWALK TO WALL, INCLUDING 2 UTILITY SHEDS.  |
| X184  | 67 AV. * ES SOUTH OF CHRISTY/RIVIERA | STARTS SOUTH OF CHRISTY.  |

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| X185 | 61 AV. & CHOLLA * S & E          | SOUTH TO DESERT COVE. (EAST SIDE 61AV.) EAST TO 59 AV. ( SOUTH SIDE OF CHOLLA )  |
| X208 | 60 AV. * MEDIANS @ DESERT COVE   |  |
| X351 | PEORIA AV. * NS 6302/6660        | NORTH SIDE OF PEORIA AV. FROM 63 AV. TO EAST OF GOLDEN SWIRL FROZEN YOGURT.  |
| X085 | 51 AV. * WS SIERRA/CHOLLA        |  |
| X177 | PEORIA AV. * NS 55/59            | 55/56 = CURB TO SIDEWALK, SIDEWALK TO WALL.56/59 = CURB TO SIDEWALK ONLY.  |
| X179 | PEORIA * MEDIANS 55/59           |  |
| X181 | 59 AV. MEDIANS * PEO./SUNN       | PEORIA TO SUNNYSIDE.   |
| X182 | 59 AV. * ES DESERT COVE/12029 N. | STOPS SOUTH OF BIKE SHOP.  |
| X186 | CACTUS * SS 59/57                |  |
| X187 | CACTUS * S & E 55/53 E           | 55 AV. * ES SHAW BUTTE TO CACTUS. CACTUS * SS 55 AV. TO EAST OF 53 AV.   |
| X197 | 55 AV. * WS DESERT COVE/PEORIA   |  |
| X302 | WILD HORSE RANCH                 | 1. 57 AV. & CACTUS * S.W.C. 2. 57 AV. * WS CACTUS/SUNNYSIDE ( INCLUDES 1 UTILITY SHED ) 3. 57 AV. & SUNNYSIDE * N.W.C. 4. SUNNYSIDE * NS 57 AV./58 AV. 5. 58 AV. & SUNNYSIDE * N.E.C. 6. 58 AV. * ES SUNNYSIDE/SHAW BUTTE 7. SUNNYSIDE * NS 58 AV./59 AV. 8. 59 AV. & SUNNYSIDE * N.E.C. |
| X400 | 51 AV. * WS CHOLLA/10652 N.      | WEST SIDE OF 51 AV. FROM CHOLLA TO NORTH OF THE SHOPPING CENTER.   |
| X495 | PEORIA * NS 53/55                |  |
| X496 | PEORIA * MEDIANS 53/55           |  |
| X029 | PEORIA AV. * NS 4504/4698        | NORTH SIDE OF PEORIA AV. FROM WEST OF ACE HARDWARE TO 47 AV.   |
| X030 | PEORIA AV. * NS 4702/5014        | NORTH SIDE OF PEORIA AV. FROM 47 AV. TO EAST OF RIDGE POINT APTS. INCLUDES CORNER AREAS BEHIND MINI-WALLS.   |

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| X083  | 51 AV. * ES SOUTH OF CHRISTY/CHOLLA      | EAST SIDE OF 51 AV. FROM SOUTH OF CHRISTY TO CHOLLA.   |
| X151  | CHOLLA W.T.P. * R.O.W.                   | # 1 = 49 AV. & CHOLLA ST. * S.W.C. WESTBOUND FOR 55' ( SOUTH SIDE OF CHOLLA ) SOUTHBOUND FOR 632' ( WEST SIDE OF 49 AV. TO NORTH OF SHANGRI LA RD. ), INCLUDES 2 SHEDS.<br># 2 = STARTING @ ABOUT 11047 N. 47 AV. WORK NORTH EAST BOUND TO THE BIKE PATH BOUNDARY AND THEN THE WEST SIDE OF THE CUL DE SAC. NOTE DRAWINGS. |
| X074  | 59 AV. * WS PEORIA /10380 N.             |  |
| X098  | 67 AV. * ES @ PALO VERDE AV. 9600 N.     | THE EAST SIDE OF 67 AV. @ PALO VERDE AV. SOUTH BOUND TO THE SLUICE, NORTH BOUND TO MOUNTAIN VIEW RD. INCLUDES 3 ROUNDED CORNER AREAS.  |
| X098D | ROYAL SHADOWS                            | EAST SIDE OF 67 AV. FROM NORTH OF OLIVE ( BUS STOP ) TO SOUTH OF PALO VERDE AV. ( SLUICE ).  |
| X133  | 63 AV. * WS SUNNYSLOPE LN./OLIVE AV.     | WEST SIDE OF 63 AV. FROM SUNNYSLOPE LN. TO OLIVE AV., INCLUDING CORNER AREAS.  |
| X133A | 63 AV. * WS MOUNTAIN VIEW/SUNNYSLOPE LN. | WEST SIDE OF 63 AV. FROM THE S.W.C. OF 63 AV. & MOUNTAIN VIEW RD. TO THE N.W.C. OF 63 AV. & SUNNYSLOPE LN.   |
| X171  | OLIVE * NS 63/65                         |  |
| X173  | PEORIA * SS 63/59                        | INCLUDES 61 AV. * WS PEORIA/NORTH LANE.  |
| X199  | 63 AV. * ES COCHISE/PEORIA               |  |
| X200  | 59 AV. * WS                              | WEST SIDE OF 59 AV. FROM THE SOUTH PROPERTY LINE OF STATION 157 TO PEORIA. STREET TO SIDEWALK, SIDEWALK TO BIRM. " CRUSHED ROCK ". INCLUDES CITRUS TREES WHERE APPLICABLE.   |
| X401  | PEORIA AV. * SS 6595/6307                | SOUTH SIDE OF PEORIA FROM EAST OF IHOP TO WEST OF SRP WELL SITE.   |

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| X731 | 10290 N. 59 AV.                  | THE WEST SIDE OF 59 AV. FROM SOUTH OF THE CAR WASH TO BROWN ST. (FRONTAGE @ FIRST SOUTHERN BAPTIST CHURCH.) CURB TO SIDEWALK, & WEST OF THE SIDEWALK FOR 15'. |
| X037 | OLIVE AV. * NS 5306 W./5410 W.   | NORTH SIDE OF OLIVE AV. FROM WEST OF 53 AV. TO EAST OF 54 DR.   |
| X066 | 59 AV. * ES VOGEL/9655 N.        | STOPS SOUTH OF GLENDALE CHRISTIAN CHURCH.   |
| X087 | GLENWOOD SKIES                   | 51 AV. & SANNA * N.W. AND S.W. CORNERS.   |
| X174 | PEORIA * SS W. 56 DR./53 AV.     | START AT S.R.P. BOX 1-17-10 ( WEST OF 56 DR. ) AND WORK EAST.   |
| X175 | 53 AV. * WS PEORIA/BROWN         |   |
| X176 | 55 AV. & MOUNTAIN VIEW = N & E   | NORTH TO PEORIA. (EAST SIDE OF 55 AV.) EAST TO SCHOOL. (NORTH SIDE OF M.V.)   |
| X190 | 59 AV. MEDIANS * PEO/BROWN       | PEORIA TO BROWN.  |
| X279 | MOUNTAIN VIEW RD.                | THE SOUTH SIDE OF MOUNTAIN VIEW RD. @ 58 AV. WEST TO ABOUT 5813 W. & EAST TO ABOUT 5721 W. INCLUDES 2 CORNER AREAS AND 2 UTILITY SHEDS.                       |
| X435 | 51 AV. * WS @ BROWN              | ALONG BLOCK WALLS, NORTH TO KINDERGARTEN & SOUTH TO DITCH.  |
| X620 | 5576 W. OLIVE AV.                | THE NORTH SIDE OF OLIVE AV FROM 54 DR. TO 57 AV. INCLUDES UTILITY SHEDS AND R.O.W. YARD ALIGNMENTS.   |
| X034 | 4699 W. PEORIA AV.               | SOUTH SIDE OF PEORIA AV. FROM 49 AV. TO EAST OF 45 AV. INCLUDES ESTABLISHED OLEANDERS, UTILITY SHEDS AND PLANTER AREA.  |
| X036 | 49 AV. & OLIVE * N & E           | NORTH EAST CORNER OF 49 AV. & OLIVE & EAST FOR 610'.  |
| X081 | 51 AV. * ES SANNA/MOUNTAIN VIEW  | STARTS SOUTH OF SANNA, RED GRANITE.   |
| X119 | 47 AV. * ES BROWN ST./PEORIA AV. | INCLUDES CORNERS, 3 SHEDS, PLANTER.   |
| X120 | 47 AV. * WS PEORIA AV./BROWN ST. | INCLUDES CORNERS, 1 SHED.   |

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| X752 | 21905 N. 75 AV. * MEDIANS                | 2 MEDIANS ON 75 AV. * NORTH OF DEER VALLEY RD. INCLUDING PAVING STONE.                               |
| X443 | 67 AV. MEDIANS @ 15900 N.                | 3 MEDIANS ON 67 AV. FROM GREENWAY RD. TO THE JUDY LYNN LN. ALIGNMENT, INCLUDING PAVING STONE.        |
| X723 | 67 AV. MEDIANS @ 15300 N.                | THE MEDIANS ON 67 AV. FROM PORT AU PRINCE LN. TO GREENWAY RD. INCLUDING PAVING STONE.                |
| X703 | 67 AV. MEDIAN * SOUTH OF THUNDERBIRD RD. | MEDIAN ON 67 AV., SOUTH OF THUNDERBIRD RD., INCLUDES PAVING STONE.                                   |
| X779 | 67 AV & CACTUS * MEDIANS                 | MEDIANS NORTH & SOUTH ON 67 AVE  |
| X780 | 67 AV BETWEEN CACTUS & SWEETWATER        | EAST SIDE OF 67 AVE  |
| X705 | MEDIANS @ 67 AV. & PEORIA AV.            | 3 MEDIANS @ 67 AV. & PEORIA AV., RUNNING NORTH, SOUTH & EAST BOUND, INCLUDES PAVING STONE.           |
| X774 | 51 AV & PEORIA                           | NORTH/EAST/WEST/SOUTH MEDIANS  |
| X661 | 51 AV. & OLIVE AV. * MEDIANS             | 4 MEDIANS @ 51 AV. & OLIVE AV. RUNNING NORTH, SOUTH, EAST & WEST. INCLUDES BRICK WORK ON BULL NOSES. |
| X770 | 4320 W. OLIVE AV. * MEDIAN               | 1 MEDIAN ON OLIVE AV., WEST OF 43 AV., INCLUDING PAVING STONE.                                       |
| X778 | 67 AV & OLIVE * MEDIANS                  | MEDIANS NORTH & SOUTH ON 67 AVE  |

**JOBING.COM ARENA**

**SCOPE OF WORK INCLUDES:** BI-WEEKLY TRASH REMOVAL, SHRUB AND TREE TRIMMING AS NEEDED, MAINTAIN ALL AREAS FREE OF WEEDS, GRANITE MAINTENANCE AND TWO PRE-EMERGENT APPLICATIONS PER YEAR.

**LOCATIONS INCLUDE:** MEDIANS NEAR THE ARENA INCLUDING 91ST AVE, 93 AVE, 95 AVE, COYOTE BLVD, ON GLENDALE AVE BETWEEN 91ST & 93 AVE & THE AREA'S AROUND THE LAKES

**PARK & RIDE PARKING LOT/FACILITY - 99TH AVE & GLENDALE AVE**

**SCOPE OF WORK INCLUDES:** BI-WEEKLY TRASH REMOVAL, SHRUB AND TREE TRIMMING AS NEEDED, MAINTAIN ALL AREAS FREE OF WEEDS, GRANITE MAINTENANCE AND

TWO PRE-EMERGENT APPLICATIONS PER YEAR.  
LOCATIONS INCLUDE: PARK & RIDE FACILITY, INCLUDING MEDIANS ON 99TH AVE & SOUTH SIDE OF GLENDALE AVE FROM 99TH AVE TO LOOP 101

ADVOCACY CENTER - 4600 W. GLENDALE AVE  
SCOPE OF WORK INCLUDES: BI-WEEKLY TRASH REMOVAL, SHRUB & TREE TRIMMING AS NEEDED, MAINTAIN ALL AREAS FREE OF WEEDS, GRANITE MAINTENANCE AND TWO PRE-EMERGENT APPLICATIONS PER YEAR.  
LOCATIONS INCLUDE: PLANTERS IN PARKING LOT AREA AT 4600 W. GLENDALE & AREA BETWEEN SIDEWALK & WALL ALONG GLENDALE AVE

GLENDALE MUNICIPAL AIRPORT - 6801 N. GLEN HARBOR BLVD  
SCOPE OF WORK INCLUDES: BI-WEEKLY TRASH REMOVAL, SHRUB AND TREE TRIMMING AS NEEDED, MAINTAIN ALL AREAS FREE OF WEEDS, GRANITE MAINTENANCE, BI-WEEKLY TURF MOVING, OVERSEEDING WITH WINTER RYE AND TWO PRE-EMERGENT APPLICATIONS PER YEAR  
LOCATIONS INCLUDE: AIRPORT TERMINAL

GLENDALE REG PUBLIC SAFETY TRAINING COMPLEX - 11550 W GLENDALE AVE  
SCOPE OF WORK INCLUDES: BI-WEEKLY TRASH REMOVAL, SHRUB AND TREE TRIMMING AS NEEDED, MAINTAIN ALL AREAS FREE OF WEEDS, GRANITE MAINTENANCE AND TWO PRE-EMERGENT APPLICATIONS PER YEAR.  
LOCATIONS INCLUDE: LANDSCAPE AREA'S SURROUNDING THE FACILITY @ 11550 W. GLENDALE AVE. (EXCLUDING SLOPES IN BACK OF FACILITY).

| Area ID | Location  | Description   |
|---------|---|---|
| X680    | 75 AV. * WS HILLCREST/DEER VALLEY               |   |
| X675    | PATRICK LN. * NS 6702 W./6868 W.                | NORTH SIDE OF PATRICK LN. FROM 67 AV. TO 6868 W.                                |
| X681    | 75 AV. * WS DEER VALLEY/ROSE GARDEN             | OMIT 21468 N. 75 AV.  |
| X264    | 67 AV. * WS BEARD./S.TONTO                      |   |
| X263    | 67 AV. * ES SACK/SOUTH OF UTOPIA                | STOP AT THE HIGHLANDS AT ARROWHEAD RANCH PROPERTY LINE.                         |
| X305    | UNION HILLS * NS 59/BRIDGE                      |   |
| X383    | 57 AV. & UTOPIA * MEDIANS N & W                 | MEDIANS: NORTH & WEST.  |
| X393B   | 59 AV. * MEDIAN NORTH OF BEHREND                |   |
| X071    | 59 AV. MEDIANS NORTH OF UNION HILLS             | UNDEVELOPED PORTIONS ONLY:<br>1. NORTH OF UNION HILLS.                          |
| X422C   | 55 AV. ALIGNMENT * NORTH & SOUTH OF UTOPIA ROAD | AREA BETWEEN THE DITCH AND WALL FROM THE WAHALLA LN. AND TOPEKA DR. ALIGNMENTS. |
| X721    | 83 AV. MEDIAN NORTH OF BELL ROAD                | INCLUDES PAVING STONE.  |
| X315    | 79 AV. & CAMPOBELLO * N & W                     | CAMPOBELLO*NS79/83&79AV.*WSUNIONHILLS/CAMPOBELLO.                               |
| X363    | 75 AV. * ES 17201 N./U.H.                       | " BRIDLE TRAIL ".   |
| X427    | BELL ROAD * NS 6902/7044                        | NORTH SIDE OF BELL ROAD FROM WEST OF HOME DEPOT TO EAST OF BUDGET CARS.         |
| X005    | BELL ROAD * NS * 61/63                          |   |
| X465    | 59 AV. * WS U.H./N.MICHIG                       | WEST SIDE OF 59 AV., UNION HILLS TO NORTH OF MICHIGAN. HUGE LOT, EDGES.         |
| X466    | 59 AV. & GREENBRIAR * N & W                     | NORTH 390' & WEST 200'.2 LARGE LOTS, EDGES.                                     |
| X467    | 59 AV. * WS @ 17246 N.                          | LOT BETWEEN SUBSTATION & BOWLING ALLEY, EDGES.                                  |

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| X304  | 60 AV. & UNIONS HILLS * S & E        | 1. 60 AV. * ES FROM OPPOSITE SOUTH OF VILLA MARIA DR. TO UNION HILLS DR. 2. UNION HILLS DR. * SS 60 AV. TO 59 AV. |
| X006  | BELL ROAD * NS BLTR/TIP TOP          |   |
| X244  | D.V.H.S. * 51 AV. & U.H. * S W COR   | 1,350 SQ. FT. (GRANITE TRIANGLE & UTILITY AREA IN FRONT OF DEER VALLEY H.S.)                                      |
| X249  | 59 AV. * ES MICHIGAN/U.H.            |   |
| X248  | UNION HILLS * SS 5899/EAST OF 55 LN. | EXCLUDE 55 AV. & U.H. * S.W. LOT.   |
| X358  | BELL ROAD * NS 51/55                 |   |
| X358B | BELL ROAD * NS 55/57                 |   |
| X428  | BELL ROAD * SS BRIDGE/KMAR           | SKUNK CREEK BRIDGE TO K-MART ENTRANCE.  |
| X008  | BELL ROAD * SS E.C./PEP BOY          | FROM 6451 W. TO 6311 W. BELL RD.  |
| X477  | 67 AV. & PARADISE LN. * NORTH & EAST | THE UNIMPROVED AREAS STARTING WEST OF 65 DR. ( CHAIN LINK ) TO THE NORTH PROPERTY LINE AT 16231 N. 67 AV.         |
| X556  | 59 AV. & KINGS * S & W               | KINGS * SS 5925/5901 & 59 AV. * WS KINGS/PARADISE   |
| X131  | 63 AV. * ES N.KINGS/BELL             |   |
| X245C | 15463 N. 67 AV.                      | THE EAST SIDE OF 67 AV. FROM GREENWAY ROAD TO SOUTH OF MARY JANE LN. CURB TO FENCE LINE ALIGNMENT.                |
| X007  | BELL ROAD * SS 63/61                 |   |
| X242  | 59 AV. & KINGS * N.W. COR.           |   |
| X384  | 63 AV. * MEDIAN N./GREENWA           |   |
| X222B | 16680 N. 51 AV.                      | GRAY PEA GRAVEL BRIDLE TRAIL AREA IN FRONT OF MAVERICK GLASS.   |
| X009C | 5448 W. GREENWAY RD. * R.O.W.        | R.O.W. ON THE N.E.C. OF 55 AV. & GREENWAY RD. S.E.B. FROM SIDEWALK TO SLUICE.                                     |
| X010A | 5802 W. GREENWAY RD.                 |   |

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| X682  | 67 AV. * WS ACOMA/THUNDERBIRD            |  |
| X708  | 14800 N. 67 AV.                          | WEST SIDE OF 67 AV., NORTH OF THE ARIZONA CANAL; FOUR (4) UNDEVELOPED PARCELS TO THE ACDC.                     |
| X134  | COUNTRY GABLES NS * 59/63                |  |
| X323  | 67 AV. & REDFIELD * S & E                |  |
| X021  | 65 AV. & THUNDERBIRD * N & E             | EXCLUDE N.E.C., 2 PALMS & SPRINKLERS.  |
| X135  | COUNTRY GABLES SS * 63/59                |  |
| X128  | 63 AV. * WS GREENWAY/COUNTRY GABLES      |  |
| X129  | 63 AV. * ES COUNTRY GABLES/GREENWAY      |  |
| X019  | THUNDERBIRD * NS 59/CANAL                |  |
| X624  | THUNDERBIRD RD. * NS 65 AV./67 AV.       | NORTH SIDE OF THUNDERBIRD RD. FROM 65 AV. TO 67 AV.  |
| X020  | T'BIRD * NS CANAL/RACQUET                |  |
| X127  | 55 AV. * WS 14400 N./14000 N.            | WEST SIDE OF 55 AV. FROM SOUTH OF ST. RAPHAEL'S TO NORTH OF VIA CAMILLE. GRANITE AREAS ALONG BLOCK WALLS.      |
| X017  | THUNDERBIRD * NS 55/56                   | INCLUDES 55 AV. * WS CALAVAR TO THUNDERBIRD.   |
| X013  | GREENWAY * SS 59/SUBSTA.                 |  |
| X018  | THUNDERBIRD * NS FOUNTAINS/V.N.B.        |  |
| X582  | 67 AV. * WS SOUTH BOUND FROM THUNDERBIRD | SOUTHBOUND FROM THUNDERBIRD RD. ON THE WEST SIDE OF 67AV. STOP NORTH OF HEALTHSOUTH. OMIT CARWASH.FENCE LINES. |
| X490B | 13251 N. 67 AV.                          | THE EAST SIDE OF 67 AV. NORTH BOUND FROM PERSHING AV. FOR 238'. CURB TO SIDEWALK, SIDEWALK TO FENCE LINES.     |
| X293  | 12700 N. 59 AV.                          | THE WEST SIDE OF 59 AV. FROM SWEETWATER AV. TO NORTH OF THE BLOOMFIELD RD. ALIGNMENT.                          |
| X310  | 59 AV. & THUNDERBIRD * S & W             |  |

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| X311B | 5920 W. SWEETWATER AV.                      | OLEANDER AREA EAST OF 5934 W. SWEETWATER AV.   |
| X022  | 67 AV. & THUNDERBIRD * S. & E.              | 1. 67 AV. * ES NORTH OF WILLOW TO THUNDERBIRD. 2. THUNDERBIRD * SS 67 AV. TO ARIZONA CANAL. OMIT THUNDERBIRD RANCH ESTATES @ 64 DR.              |
| X099  | 67 AV. * ES<br>BLOOMFIELD/SWEETWATER        |  |
| X309  | 63 AV. & SWEETWATER * N & E                 |  |
| X225  | BRIDLE TRAIL * 51 AV. WS<br>EUGIE/COLUMBINE |  |
| X239  | 51 AV. * WS COLUMBINE/CACTUS                |  |
| X324  | EUGIE & THUNDERBIRD PASEO                   | UNDEVELOPED AREAS AS FOLLOWS: 1. SOUTH SIDE OF EUGIE FROM 59 AV. TO THUNDERBIRD PASEO DR. 2. THUNDERBIRD PASEO PARK DR. * WS EUGIE TO PARK AREA. |
| X511  | 52 AV. * ES WOOD/JOAN DE ARC                | MOSTLY RR TIE PLANTER AREA.  |
| X711  | CACTUS ROAD MEDIAN WEST OF<br>51 AV.        | PAVING BRICK.  |
| X364  | 67 AV. & RIVIERA * N & E                    |  |
| X471  | 59 AV. & MERCER * N.W.C.                    | NORTHWEST CORNER * WALL TO WALL. 715' X 7' EDGES.  |
| X025  | CACTUS * SS 67 EAST TO WAL                  |  |
| X303  | 59 AV. * WS SOUTH OF<br>CACTUS/SUNNYSIDE    |  |
| X282  | CHOLLA * NS 59/61                           |  |
| X531  | 63 AV. * BS CACTUS/DESERT HILLS             | BOTH SIDES OF 63 AV. FROM CACTUS TO DESERT HILLS.  |
| X381  | 55 AV. & CACTUS * S & W                     | ( 55 AV. * WS CACTUS/SUNNYSIDE - ROW TO DITCH & WALLS. CACTUS * SS 57/55 - FENCELINES. )   |
| X288  | DESERT COVE * SS 59/57                      |  |
| X610  | SIERRA ST. * SS 51 DR./51 AV.               |  |

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| X028  | CACTUS * SS 5249/BRIDGE               |   |
| X150  | CHOLLA ST. * SS 52 AV./51 AV.         | ROCK AREA.  |
| X557  | 51 AV. * WS AZ. CANAL/11646N.         | WESTSIDE OF 51 AV. FROM SOUTH ACCESS ROAD @ CACTUS ROAD TO ABOUT SUNNYSIDE.   |
| X674  | 11801 N. 55 AV.                       | EAST SIDE OF 55 AV., BETWEEN SUNNYSIDE & POINSETTIA.  |
| X761  | PEORIA AV. MEDIAN * WEST OF 43 AV.    | PAVING STONE MEDIAN ON PEORIA AV., WEST OF 43 AV.   |
| X149  | CHOLLA ST. * 50/51 BS                 |   |
| X084  | 51 AV. * ES CHOLLA/SUNNYSIDE          |   |
| X280  | 63 AV. * ES OLIVE/MT. VIEW            |   |
| X545  | 63 AV. & PEORIA * SWC                 | ROW AREA IN FRONT OF WELL SITE.   |
| X564  | OLIVE * NS 6610/6698                  | STREET TO BACK OF SIDEWALK.   |
| X038  | 5798 W. OLIVE AV.                     | THE NORTH SIDE OF OLIVE AV. FROM 57 DR. TO THE STAR MART.   |
| X086  | 51 AV. & MTN. VIEW * N & W            | NORTH TO BLOCKWALL ALONG IRRIGATION DITCH.  |
| X746  | 10379 N. 53 AV.                       | THE EAST SIDE OF 53 AV. FROM 10259 N. TO THE NORTH LN. ALIGNMENT.   |
| X395  | 55 AV. & PEORIA * S.W. COR.           |   |
| X266  | 53 AV. & MTN. VIEW * N & E            |   |
| X238  | 57 DR. * WS SOUTH OF SUNNYSLOPE/OLIVE |   |
| X067  | 59 AV. & PEORIA * S.E. CORNER         | UNDEVELOPED AREA SOUTH OF WALGREENS, AND EAST OF 58 DR. TO MARBRISA RANCH. WILL BECOME SAGUARO RANCH PLACE.                       |
| X290  | 59 AV. * ES 9027 N./9183 N.           | LOT BETWEEN JACK IN THE BOX AND THE BOOK STORE.   |
| X034B | 4901 W. PEORIA AV.                    | AS FOLLOWS:<br>1. 49 AV. & PEORIA * S.W.C. & W.B. FOR 100'.<br>2. SOUTH SIDE OF PEORIA AV. FROM EAST OF 45 AV. TO 10440 N. 44 DR. |

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| X062 | 43 AV. * WS MOUNTAIN VIEW/RENTAL STORAGE | WEST SIDE OF 43 AV. FROM MOUNTAIN VIEW TO RENTAL STORAGE.  |
| X497 | 43 AV. * WS ONYX/MOUNTAIN VIEW           | WEST SIDE OF 43 AV. FROM ONYX TO MOUNTAIN VIEW.  |
| X482 | OLIVE * NS 4902/TOMS BBQ                 |  |
| X148 | BROWN ST. * NS 49 AV./51 AV.             |  |
| X147 | 49 AV. * WS PEORIA/BROWN                 |  |
| X032 | OLIVE AV. * NS 4502/4698                 | 45 AV. * WS SOUTH OF CARON DR. TO OLIVE., 45 AV. & OLIVE * NWC., OLIVE * NS 45/47., 47 AV. & OLIVE * NEC., 47 AV. * ES OLIVE TO SOUTH OF CARON. " BLOCK WALL " . |
| X035 | OLIVE AV. * NS 4378/4498                 | NORTH SIDE OF OLIVE FROM WEST OF RESTAURANT TO 45 AV., 45 AV. & OLIVE * NEC., 45 AV. * ES OLIVE TO SOUTH OF CARON DR. " BLOCK WALL " .                           |
| X082 | SARIVAL FARMS                            | EAST SIDE OF 51 AV. FROM BROWN TO SOUTH OF CIRCLE K. CURB TO FENCE LINE.   |
| X296 | BUTLER MEDIANS * 69/67                   |  |
| X298 | 69 AV. & ALICE * S & W                   |  |
| X653 | ALICE AV. * NS 6930 W./71 AV.            | NORTH SIDE OF ALICE AV. FROM WEST OF 69 AV. TO 71 AV., FENCE LINE.   |
| X061 | GRAND AV. MEDIANS * NO/CL                | NORTHERN/CITY LINE. PLANT BEDS ONLY.   |
| X560 | GRAND AV. * SE CITY LINE/NORTHERN        | SOUTH EAST BOUND ON GRAND AV. FROM THE CITY LINE TO NORTHERN AV. \$ ROW TO CURB LINE.  |
| X652 | BUTLER DR. ALIGNMENT 69 AV./GRAND AV.    | NORTH BLOCK WALL/FENCE LINE TO SOUTH OF IRRIGATION DITCH & FENCE LINE UNDER THE POWER LINES.   |
| X670 | 67 AV. * WS GOLDEN/RUTH                  | WEST SIDE OF 67 AV. FROM GOLDEN LN. TO NORTH OF RUTH AV. STREET EDGE TO SIDEWALK, SIDEWALK TO DITCH.   |
| X636 | ALICE AV. * SS 63 AV./61 AV.             | SOUTH SIDE OF ALICE AV. FROM 63 AV. TO 61 AV. FENCELINE.   |

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| X621  | 59 AV. & SELDON LN. * S. & W.    | WEST SIDE OF 59 AV. FROM SELDON LN. TO NORTH OF BUTLER DR. BLOCK WALL ONLY.               |
| X155  | 61 AV. * ES NORTHERN/OLIVE       |   |
| X717  | 59 LN. 60 AV. ALIGNMENT          | THE 59 LN. / 60 AV. ALIGNMENT FROM SOUTH OF SELDON LANE TO NORTH OF LAURIE LANE.          |
| X039B | 67 AV. & OLIVE * S.E.C.          | EAST SIDE OF 67 AV. SOUTH FOR 258'. SOUTH SIDE OF OLIVE EAST FOR 262'                     |
| X398A | 8956 N. 53 AV.                   | WEST SIDE OF 53 AV. FROM OLIVE AV. TO NORTH OF 8914 N.                                    |
| X692  | 53 AV. & BARBARA * N. & E.       | 1. BARBARA AV. * NS FROM 51 AV. TO 53 AV.<br>2. 53 AV. * ES FROM BARBARA AV. TO OLIVE AV. |
| X125  | 55 AV. * ES @ GOLF COURSE.       | 55 AV. & NORTHERN * NORTH EAST CORNER. START AT GRANITE AREA AND WORK NORTH BOUND 1500'.  |
| X220  | OLIVE * SS 53/51                 |   |
| X397  | 53 AV. * WS LAURIE LN./NORTHERN  | GOLF COURSE FENCE LINE.   |
| X726  | 57 AV. & EVERGREEN RD. * ES      | THE EAST SIDE OF 57 AV. @ EVERGREEN RD. FROM THE ALLEY TO THE BUTLER DR. ALIGNMENT.       |
| X088  | 51 AV. * WS OLIVE/BARBARA        |   |
| X549  | 59 AV. * ES NORTHERN TO HARMONT  | FENCELINES.   |
| X041  | 45 AV. & ALICE                   | 45 AV. * WS SOUTH OF OLIVE TO ALICE., ALICE * SS 45/43.                                   |
| X615  | 4513 W. LOMA LN. * MEDIAN        | MEDIAN ON LOMA LANE, WEST OF 45 AV.   |
| X042B | 4472 W. NORTHERN AV.             | NORTH SIDE OF NORTHERN AV. EAST BOUND FROM 45 AV. TO THE ALLEY.                           |
| X118  | 47 AV. * ES BUTLER DR./OLIVE AV. | ALL DIRT, ROCK, OR GRANITE BLOCK WALL AREAS.  |
| X637  | 50 AV. * WS SO. BARBARA/NO. RUTH | WEST SIDE OF 50 AV. FROM SOUTH OF BARBARA AV. TO NORTH OF RUTH AV.                        |

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| X667 | 8039 N. 51 AV.                           |  | EAST SIDE OF 51 AV. FROM EXXON NORTH PROPERTY LINE TO LANDSCAPING SOUTH OF HARMONT.   |
| X145 | NEW WORLD * ROW * 49 & PUGET             |  | 49 AV. * OLIVE/PUGET BS & MEDIAN.   |
| X146 | NEW WORLD * ROW * LOOP                   |  | 49 AV. & PUGET. WALL SOUTH & EAST TOWARD DIANA.   |
| X677 | DYSART RD. * WS<br>NORTHERN/GLENDALE     |  |   |
| X678 | DYSART RD. * ES<br>GLENDALE/NORTHERN     |  |   |
| X137 | 107 AV. * WS<br>HAYWARD/ORANGEWOOD       |  |   |
| X672 | GLENDALE AV. * NS 107 AV./115<br>AV.     |  | NORTH SIDE OF GLENDALE AV. FROM EAST OF GLEN HARBOR BLVD., ( OPPOSITE EAST PROPERTY LINE @ AIRPORT ), TO 115 AV.  |
| X334 | GLENDALE * NS 99/N.R. ROAD ???           |  |   |
| X333 | GLENDALE * NS 91/99                      |  |   |
| X683 | 99 AV. MEDIAN * NORTH OF<br>GLENDALE AV. |  |   |
| X744 | 91 AV. MEDIANS @ 7500 NORTH              |  | TWO MEDIANS ON 91 AV. BETWEEN GLENDALE AV. & NORTHERN AV. FRONTING RAYMOND S. KELLIS H.S.   |
| X332 | GLENDALE * NS 83/91                      |  |   |
| X331 | GLENDALE * NS 75/83                      |  |   |
| X526 | 78 AV. & MYRTLE                          |  | 77 LN. * ES GLENDALE/MYRTLE * FENCELINE, MYRTLE * NS 77 LN./79AV. * FENCELINE, 79 AV. * WS MYRTLE/GLENDALE * FENCELINE, 79 AV. * ES GLENDALE/NORTH FOR 610' * MOWING. |
| X102 | 67 AV. * WS FRIER/BELMONT                |  |   |
| X319 | 69 AV. & MYRTLE * S & W                  |  | 69 AV. * WS MYRTLE/GLENN. MYRTLE * SS 71/69. 71 & MYRTLE * BARRICADE. MYRTLE * NS 69/6957.  |
| X330 | GLENDALE * NS 71/75                      |  |   |
| X329 | GLENDALE * NS 67/71                      |  |   |
| X459 | ORANGEWOOD * NS 61/63                    |  |   |

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| X783<br>X440 | 47 AV & GLENDALE AV<br>67 AV. & MYRTLE * N & E | LOT ON SW CORNER<br>MYRTLE * NS, EAST OF 67 AV. + 67 AV. * ES MYRTLE/NORTHVIEW + NORTHVIEW * SS, EAST OF 67 AV. "<br>SIDEWALK EDGES. "                                       |
| X561         | GRAND AV. * SE<br>NORTHERN/GLENDALE            | SOUTH EAST BOUND ON GRAND AV. FROM NORTHERN TO GLENDALE AV. \$ ROW TO CURB LINE.   |
| X558         | 59 LN. * ES 7607/7799 N.                       | EAST SIDE OF 59 LN. FROM NORTH OF CHURCH TO PARKING LOT ENTRANCE. SIDEWALK TO FENCE LINE.  |
| X546         | 63 AV. & ORANGEWOOD * S & W                    | ORANGEWOOD * SS 63 AV. TO ORANGEWOOD LOT, STREET TO SIDEWALK & SIDEWALK TO TOP OF BIRM.<br>63 AV. * WS ORANGEWOOD TO NORTH OF MYRTLE, CURB LINE.                             |
| X462         | GRAND AV. TRIANGLE * 5964                      | 59 DR. TO 60 AV. PALMAIRE TO GRAND.  |
| X781         | GRAND AV FROM 63 AV TO 67 AV                   | START 155' NW OF LT POLE ON NW CORNER OF 63 AVE & GRAND, AT THAT POINT, GO UP GRAND AV FOR<br>1260' TO PARK FENCE; EVERYTHING FROM SIDEWALK ON GRAND EAST TO FENCES OR 63 AV |
| X782         | GRAND AV & NORTHERN                            | START AT LT POLE ON SE CORNER OF GRAND & NORTHERN; GO SE DOWN GRAND 82.5' TO BUSINESS;<br>EVERYTHING FROM SIDEWALK ON GRAND EAST TO RR ROW OR FENCES                         |
| X093         | 67 AV. * ES GLENDALE/NORTHERN                  |  |
| X729         | STATE AV. ALIGNMENT EAST OF 61<br>AV.          | THE STATE AV. ALIGNMENT EAST BOUND FROM 61 AV. TO THE ALLEY.   |
| X367         | 61 AV./GRAND/MYRTLE                            | "NORTHERNCHEMICAL"   |
| X343         | 65 AV. & GLENDALE * NOTE                       | PURPLE SAGE MOBILE HOME AREA. EAST ( 64 AV. ) & WEST ( 66 AV. ) ENTRANCES NORTHBOUND FROM<br>GLENDALE AV. ( INCLUDE UTILITY EASEMENT ON NORTH EAST CORNER OF PROPERTY. )     |
| X346         | 63 AV. & NORTHERN * S.W.B.                     | SOUTH SIDE OF NORTHERN AV., WESTBOUND FROM 63 AV. TO LINE OF UTILITY POLES.  |
| X479         | 54 DR. & PALMAIRE                              | SOUTH SIDE FENCE LINE, IRRIGATION BOX, BARRICADE.  |

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| X691  | 5713 W. GLENN DR.                             | THE SOUTH SIDE OF GLENN DR. FROM 5727 W. TO 57 AV., CURB TO SIDEWALK.  |
| X031  | 55 AV. & MYRTLE * SE COR.                     | SOUTH SIDE OF MYRTLE, EAST OF 55 AV.   |
| X342  | 57 AV. & ORANGEWOOD * NW                      |  |
| X292  | HAYWARD * SS 59/55                            |  |
| X727  | 59 AV. & GLENDALE AV. *<br>MEDIANS            | CEMENT MEDIANS RUNNING WEST BOUND, EAST BOUND AND NORTH BOUND (2) AT 59 AV. & GLENDALE AV.   |
| X741  | OLD FIRST SOUTHERN BAPTIST<br>CHURCH PROPERTY | PALMAIRE AV. TO MYRTLE AV., 58 AV. TO THE ALLEY  |
| X458  | 55 AV. & ORANGEWOOD * N & W                   | NORTH TO ALLEY & WEST TO O.L.P.H. PARKING LOT.   |
| X089A | 7900 N. 51 AV.                                | WEST SIDE OF 51 AV. FROM SOUTH OF WALGREENS TO DEVELOPED AREA.   |
| X090  | 51 AV. * WS 7140/7110                         | SOUTH PROPERTY LINE OF 7140 N. 51 AVE TO NORTH PROPERTY LINE OF 5104 W. GLENN  |
| X568  | 53 AV. & MYRTLE * N & E                       | 1. 51 AV. & MYRTLE * N.W.C. 2. MYRTLE * NS 51/53 3. 53 AV. * ES MYRTLE/ORANGEWOOD.   |
| X240  | ORANGEWOOD * SS 4499/4431                     | SOUTH SIDE OF ORANGEWOOD FROM 45 AV. TO TOWNHOUSES. SIDEWALK TO FENCE LINE.  |
| X355  | 45 AV. & PALMAIRE * S & E                     |  |
| X122  | 47 AV. * BS GLENDALE/NORTHERN                 | BOTH SIDES OF 47AV. FROM GLENDALE TO NORTHERN. PALMS = 34 - ES 7129 N.TO ORANGEWOOD. 28 - WS ORANGEWOOD TO FIRST 4 SOUTH OF NORTHVIEW. |
| X396  | 44 DR. & FRIER                                | ENTER VIA 45 AV. TAN GRANITE, AND NEW BLOCK WALL AREA.   |
| X079  | 51 AV. * ES ORANGEWOOD/7927 N.                | FENCE LINES.   |
| X064  | 43 AV. * WS<br>NORTHERN/ORANGEWOOD            |  |
| X045  | NORTHERN * SS DDS/44 DR.                      |  |
| X044  | NORTHERN * SS 47/45                           |  |

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| X638 | 4898 W. ORANGEWOOD AV.                          | 1. 48 AV. & ORANGEWOOD * NWC & WESTBOUND FOR 88'. 2. 49 AV. * ES ORANGEWOOD TO 7549 N. 49 AV. FENCELINE.                       |
| X656 | 4515 W. PALMAIRE                                | SOUTH SIDE OF PALMAIRE FROM 4529 W. TO WEST OF 45 AV., FENCE LINE.   |
| X080 | 51 AV. & NORTHERN * SOUTH EAST CORNER           |  |
| X336 | GLENDALE * SS 115/107                           |  |
| X337 | GLENDALE * SS 10603/99                          |  |
| X338 | GLENDALE * SS 99/91                             |  |
| X684 | 99 AV. MEDIAN * SOUTH OF GLENDALE AV.           |  |
| X143 | GLENDALE MEDIANS * 91/99                        |  |
| X339 | GLENDALE * SS 91/83                             |  |
| X259 | 88 AV. & ROVEY * SS                             | NEIGHBORHOOD PROJECT. 45 TREES IN ROW.   |
| X320 | MARYLAND * SS 8737/8301                         |  |
| X565 | 79 DR. * WS 6050 N./BETHANY HOME                | RESERVOIR FENCE LINE.  |
| X673 | 79 AV. * ES BETHANY HOME / 6275 N.              | 79 AV. & BETHANY HOME RD. * N.E.C. & NORTH BOUND FOR 1177; FENCE LINE.   |
| X508 | 81 LANE & LAMAR                                 | IN THE VICINITY. NOTE MAP.   |
| X340 | GLENDALE AV. * SS 83 AV./79 AV. & 76 DR./75 AV. |  |
| X267 | OCOTILLO * SS 83/79                             |  |
| X743 | 71 AV. MEDIANS @ 6375 NORTH                     | 4 MEDIAN AREAS ON 71 AV. FROM MARYLAND AV. TO THE ROSE LANE ALIGNMENT.   |
| X247 | 73 AV. & MARYLAND * SS                          | SOUTH SIDE OF MARYLAND FROM 7427 W. TO CHALLENGER SCHOOL. HOME OWNERS RESPONSIBILITY @ 7305 W. MARYLAND TO MAINTAIN OLEANDERS. |

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| X341  | GLENDALE * SS 75/67                        |  |
| X540  | 69 AV. & MARYLAND * S & W                  | MARYLAND * SS 69 AV. TO CHALLENGER SCHOOL, 69 AV. * WS MARYLAND TO BARRICADE. STREET EDGE TO IRRIGATION DITCH.               |
| X361  | 69 AV. * WS OCOTILLO/MD.                   | BLOCK WALLS. (INCLUDE 2 UTILITY SHEDS.)  |
| X541  | 69 AV. & MARYLAND * N & E                  | MARYLAND * NS 69 AV. TO 67 AV., STREET TO DIRT FIRE BREAK. 69 AV. * ES MARYLAND TO SOUTH OF OCOTILLO, STREET TO TOP OF BERM. |
| X140C | GLENDALE AV. MEDIANS * 73 AV./75 AV.       | 1 MEDIAN ON GLENDALE AV. FROM 73 AV. TO 75 AV., WHITE ROCK.  |
| X140B | GLENDALE AV. MEDIAN * E.B. FROM 73 AV.     | UNDEVELOPED MEDIAN ON GLENDALE AV. EAST BOUND FROM 73 AV. FOR 639', WHITE ROCK.  |
| X321  | 73 AV. & CLAREMONT                         | 71 DR. * ES B.H./CLAREMONT ( EXCLUDES 6023 - 6039 N. ), CLAREMONT * NS 71 DR./74 AV., 74 AV. * WS CLAREMONT/B.H.             |
| X095  | 67 AV. * ES KEIM/ROSE LANE                 |  |
| X316  | OCOTILLO * NS APTS./67                     |  |
| X047  | BETHANY HOME ROAD * NS 61AV./6514 W.       | " CURB LINE "  |
| X348  | 64 AV. & TUCKEY * N & E                    |  |
| X291  | 67 AV. * ES MARYLAND/GLENDALE              |  |
| X689  | 58 AV. & OCOTILLO & MARKET * TRIANGLE AREA |  |
| X562  | GRAND AV. * SE GLENDALE/BETHANY HOME       | SOUTH EAST BOUND ON GRAND AV. FROM GLENDALE TO BETHANY HOME RD. \$ ROW TO CURB LINE.   |
| X634  | 6210 N. 55 AV.                             | GLENDALE IRON & METAL; CHECK FOR ILLEGAL DUMPING ON CITY RIGHT OF WAY. FENCE LINES, INCLUDING AREA SOUTH OF RAILROAD SPUR.   |
| X492  | 57 AV. & GRAND & OCOTILLO * TRIANGLE       |  |

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| X476 | ROSE LANE * NS 57/59                 | FENCE LINES, BLOCK WALL, LOTS, GAS STATION AREA.   |
| X091 | 51 AV. * WS LAMAR/MARYLAND           |  |
| X662 | 52 DR. & MCLELLAN * S.E.B.           | SOUTH SIDE OF MCLELLAN, EAST BOUND FROM 52 DR. TO CUL DE SAC AREA.   |
| X554 | BETHANY HOME * NS 4358/4390 W.       |  |
| X078 | 51 AV. * ES BETH/GLD. FENCE          |  |
| X448 | MCLELLAN * SS 4665/4601              | ALONG TALL " BLOCK WALL ".   |
| X228 | 50TH DRIVE & STELLA                  |  |
| X573 | 43 AV. & MARYLAND * ROW              | ROW NORTH OF MARYLAND, WEST OF 43 AV. & EAST OF THE TOWNHOUSES. ( DIRT, GRASS AREA, & OLEANDERS. )                       |
| X411 | 47 AV. & BETHANY HOME * NW           | WORK NORTH & WEST ALONG CHAIN LINK FENCE.  |
| X274 | MARLETTE * NS 49/CHURCH              |  |
| X144 | 49 AV. & OCOTILLO * NS               | NORTH SIDE OF OCOTILLO FROM BARRICADE AT BLUE SKY M.H.P. ENTRANCE TO KRALL.  |
| X418 | ROSE LANE * 4950/51                  | ROW SOUTH OF ROSE LANE PARK TO TRAILER PARK & FARM.  |
| X639 | 49 AV. & MARYLAND * N.E.C.           | AS FOLLOWS: 1. 49 AV. * ES MARYLAND TO MCLELLAN. 2. MARYLAND * NS 49 AV. EAST BOUND TO FIRST GATE. PINK BLOCK WALL AREA. |
| X460 | ROSE LANE * SS 47 DR./47 AV.         |  |
| X439 | 47 AV. * WS 6800/6712                | SOUTH OF GLENDALE TO NORTH OF OCOTILLO, WEST SIDE OF 47 AV.  |
| X710 | CAMELBACK ROAD MEDIAN EAST OF 99 AV. | CEMENT MEDIAN ON CAMELBACK RD. RUNNING FROM THE AGUA FRIA FREEWAY TO 99 AV.  |
| X056 | CAMELBACK * NS 7646/7702             |  |
| X057 | CAMELBACK * NS 7906/8200             | WEST OF RETENTION TO EAST OF MINI-MALL DEVELOPMENT.  |
| X687 | 75 DR. & MISSOURI * S.W.C.           |  |

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| X666 | 79 AV. * BS PASADENA/COLTER         | BOTH SIDES OF 79 AV. FROM NORTH OF PASADENA TO SOUTH OF COLTER.   |
| X566 | 77AV. * ES 5807 N./BETHANY HOME     |   |
| X437 | 78 DR. & ORANGE * S & W             | SOUTH TO PASADENA & WEST TO 79 AV.  |
| X464 | 5765 N. 73 AV.                      | EAST SIDE OF 73 AV. FROM NORTH OF MONTEBELLO TO SOUTH OF 5781 N.; BLOCK WALL, UTILITY SHED & OPEN LOT SIDEWALK EDGES. |
| X525 | 71 AV. * WS BETHANY HOME/MONTEBELLO |   |
| X055 | CAMELBACK * NS 73/75                |   |
| X431 | MEDIAN @ 71 AV. & MONTEBEL          | NORTH & SOUTH OF MONTEBELLO.  |
| X547 | 75 AV. & READE * SEC                | SIDEWALK TO LOT EDGES.  |
| X432 | 73 AV. * WS COLTER/READE            |   |
| X742 | 7151 W. BETHANY HOME RD.            | SOUTH SIDE OF BETHANY HOME RD. FROM 72 AV. TO 71 AV.  |
| X509 | 73 AV. & MISSOURI * S & W           | FENCELINE. 73 AV. * WS ( SOUTH FOR 120' ) & MISSOURI * SS ( WEST FOR 1275' ).   |
| X688 | 61 AV. & SOLANO DR. * E.B.          | SOUTHSIDE OF SOLANO DR., EASTBOUND FROM 61 AV. TO DEAD END. INCLUDES BARRICADE @ TRIANGLE AREA.                       |
| X113 | MISSOURI * NS 59/THREE FOUN         |   |
| X116 | MONTEBELLO * SS 61/5951             | SOUTH SIDE OF MONTEBELLO FROM 61 AV. TO WEST OF 59 AV. ALONG BLOCK WALL.  |
| X114 | MISSOURI * SS 61/59                 |   |
| X512 | SOLANO * NS 65/67                   |   |
| X094 | 67 AV. * ES MO./MONTEBELLO          |   |
| X451 | 67 AV. MEDIANS * PASADENA/MISSOURI  | CONCRETE MEDIANS ON THE EAST SIDE OF 67AV., PASADENA TO MISSOURI. WEEDS IN CRACKS & CURB LINE.                        |

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| X452  | PASADENA * NS 6600/6700                     |   |
| X049  | BETHANY HOME ROAD * SS 65 AV./61 AV.        | " CURB LINE "   |
| X054  | CAMELBACK * NS 59/65 CURB                   |   |
| X278  | 51 AV. & MISSOURI * S & W                   |   |
| X138  | 57 AV. * BS BETHANY/MISSOURI                |   |
| X124  | 55 AV. * ES 5605 N./5861 N.                 |   |
| X112  | MISSOURI * NS 55/GREEN ACR                  |   |
| X668  | 55 AV. & MISSOURI                           | AS FOLLOWS: 1. ORANGE DR. * NS 53/55 AV. 2. 55 AV. * ES ORANGE/SO. MISSOURI. 3. 55 AV. * ES MISSOURI/LUKE. 4. 55 AV. * ES 5965 N./BETHANY HOME. 5. 55 AV. * WS BETHANY HOME/MISSOURI. ( OMIT DRIVE IN THEATRE ) 6. MISSOURI * NS 55/57. |
| X050  | BETHANY * SS EAST OF S. BONSALL PARK/GRAND  |   |
| X053  | CAMELBACK * NS 55/57                        |   |
| X115  | MONTEBELLO * SS 45/43                       |   |
| X463  | TOM MURRAY * INDUSTRIAL                     | CAMELBACK TO A.T.S.F. PIG FARM. FENCE LINES & MINI MEDIANS. EXCLUDES DEVELOPED AREA AT 4440.  |
| X052  | CAMELBACK * NS GRAND/4610                   |   |
| X352B | 49 AV. & SOLANO DR. NORTH * S.E.C. & S.E.B. |   |
| X563  | GRAND AV. * SE BETHANY HOME/CAMELBACK       | SOUTH EAST BOUND ON GRAND AV. FROM BETHANY HOME TO CAMELBACK RD. \$ ROW TO CURB LINE.   |
| X237C | 5801 N. 47 AV.                              | 3 UTILITY SHEDS ON THE EAST SIDE OF 47 AV. BETWEEN MARSHALL AV. & BETHANY HOME RD.  |
| X236  | 45 AV. * ES MO./MONTEBELLO                  |   |
| X735  | 71 AV. ALIGNMENT NORTH OF GRAND AV.         | 2 RED ROCK AREAS RESULTING FROM AN A.D.O.T. REALIGNMENT PROJECT.  |

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| X748 | GRAND AV. AT 67 AV. & NORTHERN AV.     | A.D.O.T. / U.S. 60 ( GRAND AV. ) IMPROVEMENTS - GENERAL MAINTENANCE OF GLENDALE ARIZONA'S RIGHT OF WAYS, RETENTIONS, MEDIAN AREAS, OVER AND UNDERPASSES AS DETERMINED BY DESCRIPTION, DIRECTION OR MAPPING. |
| X581 | GRAND AV. AT 55 AV. & MARYLAND AV.     | A.D.O.T. / U.S. 60 ( GRAND AV. ) IMPROVEMENTS - GENERAL MAINTENANCE OF GLENDALE ARIZONA'S RIGHT OF WAYS, RETENTIONS, MEDIAN AREAS, OVER AND UNDERPASSES AS DETERMINED BY DESCRIPTION, DIRECTION OR MAPPING. |
| X491 | GRAND AV. AT 43 AV. & CAMELBACK RD.    | A.D.O.T. / U.S. 60 ( GRAND AV. ) IMPROVEMENTS - GENERAL MAINTENANCE OF GLENDALE ARIZONA'S RIGHT OF WAYS, RETENTIONS, MEDIAN AREAS, OVER AND UNDERPASSES AS DETERMINED BY DESCRIPTION, DIRECTION OR MAPPING. |
| X377 | GRAND AV. AT 51 AV. & BETHANY HOME RD. | A.D.O.T. / U.S. 60 ( GRAND AV. ) IMPROVEMENTS - GENERAL MAINTENANCE OF GLENDALE ARIZONA'S RIGHT OF WAYS, RETENTIONS, MEDIAN AREAS, OVER AND UNDERPASSES AS DETERMINED BY DESCRIPTION, DIRECTION OR MAPPING. |

**EXHIBIT B**

**IFB 11-50 RIGHT-OF-WAY LANDSCAPE MAINTENANCE**

**COMPENSATION**

**METHOD AND AMOUNT OF COMPENSATION**

Compensation for services performed will be paid in accordance with Section 5 of the Agreement.

**NOT-TO-EXCEED AMOUNT**

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed \$384,357.

**DETAILED PROJECT COMPENSATION**

N/A.

## EXHIBIT C

### IFB 11-50 RIGHT-OF-WAY LANDSCAPE MAINTENANCE

#### DISPUTE RESOLUTION

#### 1. Disputes.

- 1.1 Commitment. The parties commit to resolving all disputes promptly, equitably, and in a good-faith, cost-effective manner.
- 1.2 Application. The provisions of this Exhibit will be used by the parties to resolve all controversies, claims, or disputes ("Dispute") arising out of or related to this Agreement-including Disputes regarding any alleged breaches of this Agreement.
- 1.3 Initiation. A party may initiate a Dispute by delivery of written notice of the Dispute, including the specifics of the Dispute, to the Representative of the other party as required in this Agreement.
- 1.4 Informal Resolution. When a Dispute notice is given, the parties will designate a member of their senior management who will be authorized to expeditiously resolve the Dispute.
  - (A) The parties will provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any Dispute in order to assist in resolving the Dispute as expeditiously and cost effectively as possible;
  - (B) The parties' senior managers will meet within 10 business days to discuss and attempt to resolve the Dispute promptly, equitably, and in a good faith manner, and
  - (C) The Senior Managers will agree to subsequent meetings if both parties agree that further meetings are necessary to reach a resolution of the Dispute.

#### 2. Arbitration.

- 2.1 Rules. If the parties are unable to resolve the Dispute by negotiation within 30 days from the Dispute notice, and unless otherwise informal discussions are extended by the mutual agreement, the parties may agree, in writing, that the Dispute will be decided by binding arbitration in accordance with Commercial Rules of the AAA, as amended herein. Although the arbitration will be conducted in accordance with AAA Rules, it will not be administered by the AAA, but will be heard independently.
  - (A) The parties will exercise best efforts to select an arbitrator within 5 business days after agreement for arbitration. If the parties have not agreed upon an arbitrator within this period, the parties will submit the selection of the arbitrator to one of the principals of the mediation firm of Scott & Skelly, LLC, who will then select the arbitrator. The parties will equally share the fees and costs incurred in the selection of the arbitrator.
  - (B) The arbitrator selected must be an attorney with at least 10 years experience, be independent, impartial, and not have engaged in any business for or adverse to either Party for at least 10 years.
- 2.2 Discovery. The extent and the time set for discovery will be as determined by the arbitrator. Each Party must, however, within ten (10) days of selection of an arbitrator deliver to the other Party copies of all documents in the delivering party's possession that are relevant to the dispute.
- 2.3 Hearing. The arbitration hearing will be held within 90 days of the appointment of the arbitrator. The arbitration hearing, all proceedings, and all discovery will be conducted in Glendale, Arizona unless otherwise agreed by the parties or required as a result of witness location. Telephonic hearings and other reasonable arrangements may be used to minimize costs.

2.4 **Award.** At the arbitration hearing, each Party will submit its position to the arbitrator, evidence to support that position, and the exact award sought in this matter with specificity. The arbitrator must select the award sought by one of the parties as the final judgment and may not independently alter or modify the awards sought by the parties, fashion any remedy, or make any equitable order. The arbitrator has no authority to consider or award punitive damages.

2.5 **Final Decision.** The Arbitrator's decision should be rendered within 15 days after the arbitration hearing is concluded. This decision will be final and binding on the Parties.

2.6 **Costs.** The prevailing party may enter the arbitration in any court having jurisdiction in order to convert it to a judgment. The non-prevailing party shall pay all of the prevailing party's arbitration costs and expenses, including reasonable attorney's fees and costs.

3. **Services to Continue Pending Dispute.** Unless otherwise agreed to in writing, Contractor must continue to perform and maintain progress of required services during any Dispute resolution or arbitration proceedings, and City will continue to make payment to Contractor in accordance with this Agreement.

4. **Exceptions.**

4.1 **Third Party Claims.** City and Contractor are not required to arbitrate any third-party claim, cross-claim, counter claim, or other claim or defense of a third-party who is not obligated by contract to arbitrate disputes with City and Contractor.

4.2 **Liens.** City or Contractor may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice, but only to the extent the lien or stop notice the Party seeks to enforce is enforceable under Arizona Law, including, without limitation, an action under A.R.S. § 33-420, without the necessity of initiating or exhausting the procedures of this Exhibit.

4.3 **Governmental Actions.** This Exhibit does not apply to, and must not be construed to require arbitration of, any claims, actions or other process filed or issued by City of Glendale Building Safety Department or any other agency of City acting in its governmental permitting or other regulatory capacity.