

# CITY CLERK ORIGINAL

C-7722  
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 Basin Tree Service & Pest Control, Inc., dba United Right-of-Way, a Washington Corporation, authorized to do business in Arizona, (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 \$180,626, 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:

United Right-of-Way  
 c/o Chris Testa  
 3740 West Buckeye Road  
 Phoenix, AZ 85009

- (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  
 6210 West Myrtle Avenue  
 Glendale, Arizona 85301  
 623-930-██████

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 for  
Ed Beasley, City Manager

ATTEST:

Darcie McCracken for  
City Clerk (SEAL)

APPROVED AS TO FORM:

Chris Testa  
City Attorney

Basin Tree Service & Pest Control, Inc., dba United  
Right-of-Way,  
a Washington corporation authorized to do business  
in Arizona

Chris Testa for  
By: Chris Testa  
Its: General Manager

**EXHIBIT A**

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

**PROJECT**

*[see attached]*

**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. 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.

## **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.

## **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 (tarping).
- 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**  
**IFB11-50**  
**LOCATIONS LISTING**

Area ID	Location	Description
X327	51 AV. * ES @ ONYX AV.	THE EAST SIDE OF 51 AV. @ ONYX AV. SOUTHBOUND TO MOUNTAIN VIEW RD., NORTHBOUND TO BROWN ST. INCLUDES ESTABLISHED OLEANDERS.
X641	GOLDEN RIDGE	67 AV. & GOLDEN LN. * N.W.C., & NORTH BOUND ON THE WEST SIDE OF 67 AV. TO DIAMOND SHAMROCK PROPERTY LINE.
X076	MOUNTAIN VIEW MEADOWS	WEST SIDE OF 59 AV. FROM ROYAL PALM TO SOUTH OF HARMONT. YELLOW STONE.
X155B	8165 N. 61 AV.	THE EAST SIDE OF 61 AV. FROM SOUTH OF LOMA LN. TO ROYAL PALM RD.
X434	EXECUTIVE PALMS	63AV. & ROYAL PALM * NORTH EAST CORNER. 63 AV. * ES ROYAL PALM/LAURIE LANE. LAURIE LANE * BS 63 AV./62 DR. 63 AV. * ES LAURIE LANE C/L NORTH FOR 380'.
X728	8800 N. 59 AV.	THE WEST SIDE OF 59 AV., NORTH BOUND TO THE ALLEY FROM ALICE AV.
X039	FAIRVIEW CROSSING	SOUTH SIDE OF OLIVE AV. FROM 262' EAST OF 67 AV. TO 65 AV. STREET TO SIDEWALK, SIDEWALK TO WALL.
X172	OLIVE/ALICE/63/65 SQUARE	
X106	BUTLER DR. * NS 5102/5298	NORTH SIDE OF BUTLER DR. FROM 51 AV. TO 53 AV. INCLUDES 2 UTILITY SHEDS.
X108	BUTLER DR. * SS 5299/5101	SOUTH SIDE OF BUTLER DR. FROM 53 AV. TO 51 AV. INCLUDES 1 UTILITY SHED AND S.R.P. IRRIGATION BOX AREA.
X170	51 AV. * WS BARBARA/8086 N.	TO SOUTH OF HARMONT.

X220B	5601 W. OLIVE AV.	THE SOUTH SIDE OF OLIVE AV. FROM 57 AV. TO 55 AV. INCLUDES ROUNDED CORNER AREA @ 8927 N. 57 AV., ESTABLISHED OLEANDERS AND R.O.W. ALIGNMENTS THRU YARDS AT 56 AV. AND 55 AV.
X300	56 DR. & BUTLER DR. ALIGNMENT - ROW	NOTE DRAWING.
X398	OLIVE * SS 55/53	
X567	55 AV. * ES NORTH OF TOWNLEY/OLIVE	EAST SIDE OF 55 AV. FROM NORTH OF TOWNLEY TO OLIVE. TAN GRANITE AND UNIMPROVED LAVA ROCK & GRAY STONE.
X040	OLIVE AV. * SS 5017 W./4901 W.	SOUTH SIDE OF OLIVE FROM 49 AV. & WESTBOUND FOR 724'.
X042	4600 W. NORTHERN AV.	NORTH SIDE OF NORTHERN AV. FROM 45 AV. TO 47 AV.
X063	43 AV. * WS ALICE AV./8048 N.	WEST SIDE OF 43 AV. FROM ALICE AV. TO THE ALLEY SOUTH OF ROYAL PALM RD. CURB TO SIDEWALK, SIDEWALK TO WALL. INCLUDES ESTABLISHED OLEANDERS.
X105	4912 W. BUTLER DR.	THE NORTH SIDE OF BUTLER DR. FROM 48 LN. TO WEST OF 50 DR., INCLUDES 1 SHED.
X107	4901 W. BUTLER DR.	THE SOUTH SIDE OF BUTLER DR. FROM 51 AV. TO 47 AV. INCLUDES 2 SHEDS AND ESTABLISHED VEGETATION.
X117	8401 N. 47 AV.	THE EAST SIDE OF 47 AV. FROM NORTH OF APOLLO H.S. TO SOUTH OF BUTLER DR.
X121	8300 N. 47 AV.	THE WEST SIDE OF 47 AV. FROM BUTLER DR. TO THE ALLEY SOUTH OF HARMONT DR. INCLUDING ESTABLISHED OLEANDER AREAS.
X169	51 AV. * ES NORTHERN/OLIVE	STARTS SOUTH OF HARMONT, 8079 N., STOP SOUTH OF TEXACO STAR MART. OMIT: 51 AV. & BUTLER * N.E.C. ( OFFICES ) OMIT: 51 AV. & BARBARA * S.E.C. & N.E.C. ( OFFICES ).

X532	OLIVE AV. * SS 4699/4501	SOUTH SIDE OF OLIVE FROM 47 AV. TO 45 AV., INCLUDES CORNERS.
X360	NORTHERN @ LOOP 101 MEDIANS	MEDIANS ON NORTHERN, EAST AND WEST OF LOOP 101 OVERPASS.
X142B	GLENDALE AV. MEDIAN * WEST OF 83 AV.	MEDIAN WEST OF 83 AV. ON GLENDALE AV., INCLUDING PAVING STONE.
X142C	GLENDALE AV. MEDIANS @ ROVEY FARMS	2 MEDIANS ON GLENDALE AV. FROM 89 AV. TO THE 87 AV. ALIGNMENT INCLUDING PAVING STONE.
X142D	GLENDALE AV. MEDIANS @ 8600 WEST	2 DEVELOPED MEDIANS ON GLENDALE AV. @ 8600 W., INCLUDES PAVING STONE.
X753	7250 N. 91 AV. * MEDIANS	4 MEDIANS ( INCLUDING ALL PAVING STONE ) ON 91 AV. FROM GLENDALE AV. TO THE ORANGEWOOD AV. ALIGNMENT.
X210	79 AV. * ES NORTH & SOUTH OF PALMAIRE	
X380	GLEN EDEN	83 AV. & PALMAIRE ENTRANCE AREA.
X535E	GLENDALE MEDIAN * 76 DR./77 LN.	EAST END OF MEDIAN 392'
X535W	GLENDALE MEDIAN * 76 DR./77 LN.	WEST END OF MEDIAN 287'
X104	7398 N. 67 AV.	SOUTHWEST CORNER OF 67 AV. & STATE AV., & SOUTH BOUND FOR 147'.
X140A	GLENDALE AV. MEDIANS * 67 AV./71 AV.	4 MEDIANS ON GLENDALE AV. FROM 67 AV. TO 71 AV., PINK GRANITE.
X140D	GLENDALE AV. MEDIANS * 73 AV./75 AV.	1 MEDIAN ON GLENDALE AV. STARTING 79' WEST OF 73 AV., AND WEST BOUND FOR 558' PINK GRANITE.
X140F	GLENDALE AV. MEDIAN * W.B. FROM 71 AV.	MEDIAN ON GLENDALE AV. WEST BOUND FROM 71 AV. FOR 610', INCLUDES PAVING STONE.

X644	SUMMERFIELD PLACE PHASE I	AS FOLLOWS: 1. 69 AV. & GARDENIA * N.E.C. 2. 69 AV. * ES GARDENIA/ORANGEWOOD. 3. 69 AV. & ORANGEWOOD * S.E.C. 4. ORANGEWOOD * SS 69 AV./67 AV. INCLUDES 1 UTILITY SHED. 5. 67 AV. & ORANGEWOOD * S.W.C. 6. 67 AV. * WS ORANGEWOOD/STATE. CURB TO SIDEWALK, SIDEWALK TO WALL. 7. 67 AV. & STATE * N.W.C.
X644B	SUMMERFIELD PLACE PHASE II	PHASE II AS FOLLOWS: 1. GARDENIA AV. * NS @ 69 AV. & WEST BOUND FOR 26'. 2. 69 AV. & GARDENIA * N.W.C. 3. 69 AV. * WS ORANGEWOOD TO GARDENIA. 4. 69 AV. & ORANGEWOOD * S.W.C. 5. ORANGEWOOD * SS 69 AV. TO 70 DR. INCLUDES 1 UTILITY SHED. 6. 70 DR. & ORANGEWOOD * S.E.C. 7. 70 DR. & ORANGEWOOD * S.W.C. 8. ORANGEWOOD * SS 70 DR. TO 71 AV. INCLUDES 1 UTILITY SHED. 9. 71 AV. & ORANGEWOOD * S.E.C.
X644C	SUMMERFIELD PLACE PHASE III	WEST SIDE OF 67 AV. @ NORTHVIEW AV. NORTH FOR 159'. SOUTH FOR 264'. CURB TO SIDEWALK, SIDEWALK TO WALL.
X700	71 AV. MEDIANS * GLENDALE AV./MYRTLE AV.	2 MEDIANS ON 71 AV. FROM GLENDALE AV. TO MYRTLE AV., INCLUDES PAVING STONE.
X734	71 AV. MEDIANS @ FRIER DR.	3 SEMI DEVELOPED MEDIANS ON 71 AV. @ FRIER DR. 1 NORTH BOUND & 2 SOUTH BOUND.
X366	59 AV. & MYRTLE * S.W.C. PARKING LOT	ALL AREAS, INSIDE & OUTSIDE.
X777	67 AV S. OF KEIM DR TO MARYLAND AVE	EAST SIDE
X776	67 AV FROM PASADENA TO MISSOURI	EAST SIDE * ACCESS MEDIANS
X089	PALERMO @ MANISTEE RANCH	WEST SIDE OF 51 AV. @ MORTEN. NORTH TO HAYWARD, SOUTH TO RETENTION. OMIT ENTRANCE AREAS.

X109	ORANGEWOOD AV. * NS 5110/5400	1. NORTH SIDE OF ORANGEWOOD FROM WEST OF 51 AV. RETENTION TO SANDS PARK BOUNDRY. CURB TO SIDEWALK, SIDEWALK TO FENCE WALL. 2. ADD ON AREA: 51 AV. & ORANGEWOOD AV. * N.W.C. FROM "RETENTION WALL BOUNDARIES " TO CURB LINE.
X365	59 AV. & MYRTLE * N.E.C. PARKING LOT	ALL AREAS, INSIDE & OUTSIDE.
X468	CATLIN COURT * R.O.W.	PLANT BEDS ONLY. CURB TO SIDEWALK. PALMAIRE * NS 58 DR. TO 59 AV. 58 DR. * BS MYRTLE TO PALMAIRE. MYRTLE * SS 58 DR. TO 58 AV. PALMAIRE * NS 58 AV. TO ALLEY. 58 AV. * BS MYRTLE TO PALMAIRE. MYRTLE * SS 58 AV. TO 57 DR.
X468B	CATLIN COURT * R.O.W.	PHASE IV AS FOLLOWS: 1. PALMAIRE AV. * SS 58 AV. TO 5745 W. 2. PALMAIRE AV. * NS 57 AV. TO 57 DR. 3. 57 DR. * ES PALMAIRE AV. TO MYRTLE AV. CURB TO SIDEWALK. INCLUDES SIDEWALK TO BUILDING @ 5724 W. PALMAIRE AV.
X468C	CATLIN COURT * R.O.W.	1. MYRTLE AV. * SS 57 DR. TO 57 AV. 2. 57 AV. * WS MYRTLE AV. TO PALMAIRE AV.
X468D	CATLIN COURT * R.O.W.	CURB TO SIDEWALK AS FOLLOWS: 1. MYRTLE AV. * SS FROM 59 AV. TO 58 DR. 2. PALMAIRE AV. * NS FROM THE ALLEY TO 57 AV. 3. 57 AV. * ES FROM PALMAIRE AV. TO MYRTLE AV. 4. MYRTLE AV. * SS FROM 57 AV. TO THE ALLEY.
X468N	CATLIN COURT * R.O.W.	NEW AREA ADD ON = 57 DR. * WS MYRTLE TO PALMAIRE & PALMAIRE * NS 57 DR. TO 58 AV. & 5845/51 W. PALMAIRE.
X619	MANISTEE RANCH DEVELOPMENT	1. 55 AV. * ES HAYWARD/SO. OF NORTHERN. 2. NORTHERN * SS EA. OF 55 AV./PARK P.L. 3. 51 AV. * WS SO. OF WALGREEN'S P.L./HAYWARD. OMIT CORNER ENTRANCES.
X619A	MANISTEE RANCH DEVELOPMENT	NEW AREA ADD ON: SOUTH SIDE OF NORTHERN AV. EAST OF 53 AV., FRONTING 109 UNIT N.B.A. APARTMENT BUILDING.
X671	VERSAILLES @ MANISTEE RANCH	EAST SIDE OF 55 AV. @ BELMONT. SOUTH TO SLUCE, NORTH TO HAYWARD. CURB TO SIDEWALK, SIDEWALK TO WALL. STREET ENTRANCES AND DEVELOPED SLUCE AREA NOT INCLUDED.

X110	5201 W. ORANGEWOOD AV.	SOUTH SIDE OF ORANGEWOOD AV. FROM 53 AV. TO WEST OF 51 AV.
X216	AIRPORT * ROW * NOTE *	INCLUDE WEST SIDE OF GLEN HARBOR BLVD., AND MEDIAN ON GLEN HARBOR.
X283	GLENDALE * MEDIAN WEST OF GLEN HARBOR BLVD	
X217	AIRPORT * ROW * NOTE *	INCLUDE EAST SIDE OF GLEN HARBOR BLVD.
X284	GLENDALE * MEDIAN EAST OF GLEN HARBOR BLVD	
X722	GLENDALE AV. * BS @ LOOP 101	BOTH SIDES OF GLENDALE AV. @ LOOP 101. INCLUDES " FINER " GRANITE AREAS WITHIN THE R.O.W. BOUNDARY MARKERS, PORK CHOPS, UNDER THE BRIDGE AND ALL 4 CORNER AREAS. NOTE DRAWINGS.
X755	6250 N. 91 AV.	STARTING AT 91 AV., BOTH SIDES OF THE ROAD WEST BOUND TO THE GATE. SOUTH SIDE CURB TO SIDEWALK ONLY.
X167	83 AV. * WS OCOTILLO/MD.	OCOTILLO TO MARYLAND.
X214	LA BUENA VIDA	THE EAST SIDE OF 91 AV. FROM SOUTH OF ROVEY AV. TO OCOTILLO RD. CURB TO WALL, EXCLUDING SIDEWALKS AND THE AREA EAST OF THE SIDEWALK AT 6115 N. 91 AV. AND THE TURF AREAS AT THE RETENTION. INCLUDES PLANTER AREAS, 3 UTILITY SHEDS, THE NORTH SIDE OF ROSE LN. BETWEEN 90 DR. AND 91 AV. AND THE AREA BEHIND THE WALL @ 91 AV. & ROSE LN. * S.E.C.
X481	PARKSIDE	83 AV. & MARYLAND * S & W AS FOLLOWS: MARYLAND * SS 83 LANE TO 83 AV. ( START AT CURB FOOTER EAST OF 83 LA. ) 83 AV. & MARYLAND * SOUTH WEST CORNER. 83 AV. * WS MARYLAND SOUTH FOR 710'.
X754	MARYLAND AV. MEDIAN * WEST OF 83 AV.	1 MEDIAN ON MARYLAND AV., WEST OF 83 AV. INCLUDES PAVING STONE.
X168	GLENDALE AV. * SS 7899/EAST OF 77 LN.	SOUTH SIDE OF GLENDALE AV. FROM 79TH AV. TO EAST OF 77TH LN. ( 280' ) CURB TO WALL.

X198	79 AV. * ES Ocotillo/GLENDALE	CURB TO WALL.
X260	83RD AVE	THE EAST SIDE OF 83 AV. @ TUCKEY LN. SOUTH FOR 174' & NORTH TO Ocotillo RD.
X312	GLENDALE MEDIAN * 77 LN./79 AV.	
X357	79 AV. * ES S.S.V./KRALL	79 AV. * EAST SIDE * SOUTH OF SIERRA VISTA TO KRALL.
X379	GLENDALE MEDIAN * 81/83 AV.	1 MEDIAN.
X445	GLENDALE MEDIANS * 79/81 AV.	3 MEDIANS.
X552	CASA LINDA	1. 76 DR. & GLENDALE AV. * SOUTH & WEST FOR 386'. CURB TO WALL. 2. 75 AV. & Ocotillo * WS NORTH FOR 297' SOUTH FOR 239'. CURB TO WALL. OMIT ENTRANCE AREAS * N.W. & S.W. CORNERS.( H.O.A. )
X713	SHADOW VIEW RANCH	CURB TO SIDEWALK, SIDEWALK TO WALL, INCLUDING PLANTER AS FOLLOWS: 1. 79 AV. * WS FROM 112' NORTH OF ROSE LN. TO BETHANY HOME RD. 2. 79 AV. & BETHANY HOME RD. * N.W.C. & WEST BOUND FOR 284'. 3. R.O.W. FRONTAGE @ 7900 W. BETHANY HOME RD.
X764	6519 N. 83 AV.	THE EAST SIDE OF 83 AV., FROM THE N.E.C. OF MARYLAND AV., TO THE NORTH PROPERTY LINE OF 6535 N. 83 AV. SIDEWALK TO R.O.W. PROPERTY LINES INCLUDING TWO PORK CHOPS. TWO DRIVEWAY AREAS OMITTED.
X196	71 AV. * MEDIAN MARYLAND/OCOTILLO	
X211	INDEPENDENCE HEIGHTS	EAST SIDE OF 75 AV. FROM NORTH OF THE RUSSIAN MOLOKAN CEMETERY TO Ocotillo RD., INCLUDES 4 PLANTERS.

X651	SHADOW RUN	AS FOLLOWS: 1. 73 AV. & GLENDALE * S.W.C. & WEST BOUND FOR 638'. 2. 75 AV. * ES @ FLEETWOOD. NORTH 106', SOUTH TO OCOTILLO. INCLUDES PLANTER ON S.E.C. & 1 UTILITY SHED. CURB TO SIDEWALK, SIDEWALK TO WALL.
X659	CORTINA	EAST SIDE OF 71 AV. FROM 184' NORTH OF BETHANY HOME CURB LINE, TO 534' NORTH OF PECK DR. CENTER LINE. INCLUDES 1 UTILITY SHED, 6 TREE SHEDS, AND AREA ON PECK DR.
X760	6875 N. 71 AV. * MEDIANS	4 MEDIANS ON 71 AV. BETWEEN GLENDALE AV. AND OCOTILLO RD., INCLUDES PAVING STONE.
X373	59 AV. * WS GLENDALE/BETHANY	" PINK GRAVEL "
X736A	59 DR & OCOTILLO	CIRCLE ONLY
X372	59 AV. * ES BETHANY/GLENDALE	" PINK GRAVEL ". EXCLUDES PALMS AT BONSTALL PARK NORTH. RIVER ROCK AREA AT 6105 N. 59 AV. INCLUDED. SIDEWALK TREES AT 6717 N. 59 AV. INCLUDED.
X515	58 AV. PARKING LOT * 6816 N.	EXCLUDES TREE GUARDS ON 58 AV.
X551	59 AV. * MEDIANS BETHANY/GLENDALE	2 MEDIANS TOTAL.
X046	WEST PLAZA ESTATES	45 AV. & BETHANY HOME * N.E.C. & N.W.C. & EAST TO 4396 W. & WEST TO 4646 W. CEMENT MEDIANS INCLUDING CURB LINE.
X747	4754 W. BETHANY HOME RD.	THE NORTH SIDE OF BETHANY HOME RD. FROM 4720 W. TO 4788 W. INCLUDES 4 CORNER AREAS AND NORTH BOUND AREAS ON THE EAST SIDE OF 47 DR. AND THE WEST SIDE OF 48 AV. DRAWINGS AND MAPS AVAILABLE.
X718	CAMELBACK ROAD MEDIANS @ AGUA FRIA TOWNE CENTER	MEDIANS ON CAMELBACK RD. FROM ABOUT 9524 W. TO THE AGUA FRIA FWY. INCLUDES BRICK & CEMENT BULLNOSES & TRIANGLES.

X719	CAMELBACK ROAD * NS @ LOOP 101	THE NORTH SIDE OF CAMELBACK RD. FROM THE WEST PROPERTY LINE OF AGUA FRIA TOWNE CENTER TO THE A.D.O.T. BENCHMARK 197' WEST OF THE DRIVEWAY AT 9802 W. INCLUDES FINER GRANITE IN THE PORK CHOPS, UNDER THE BRIDGE AND CORNER AREAS.
X166	CAMELBACK * NS EAST OF 85 AV./87AV.	
X033	CAMELBACK * NS E 77 DR/W 78 AV.	AREA = EAST OF 77 DR. TO WEST OF 78 AV.
X201	EMERALD POINT	83 AV. * ES S. GEORGIA/MISSOURI. MISSOURI AV. * SS 83/79. 81 AV. * BOTH SIDES MISSOURI/COLTER. ALL ASSOCIATION RETENTIONS.
X212	75 AV. * WS MONTEBELLO/MO.	MONTEBELLO TO MISSOURI.
X308	77 AV. & BETHANY * S & W	SOUTH SIDE OF BETHANY @ 77 AV., & WEST FOR 420'.
X313	79 AV. & CAMELBACK * ES	NORTH SIDE OF CAMELBACK @ 79 AV. EAST FOR 376'.
X475	BETHANY TREASURES	MEDIAN @ 79 AV. & SOLANO DR. N. SOLANO DR. N. * NS EAST OF 79 AV. ( START AT CURB FOOTER ) 79 AV. & SOLANO DR. N. * NORTH EAST COR. 79 AV. * ES SOLANO DR. N. TO BETHANY. 79 AV. & BETHANY HOME * SOUTH EAST COR. BETHANY HOME * SS 79 AV. EAST FOR 775'.
X475N	BETHANY TREASURES	79 AV. * ES SOUTH OF SOLANO DR. NORTH, & NORTH OF MAIL BOX AREA.
X553	CAMELBACK VILLAGE ESTATES	75 LN. & CAMELBACK * NORTH & EAST TO 75 AV. PINK GRAVEL, CURB TO WALL. OMIT MEDIAN & WEST SIDE RETENTION AREA. ( H.O.A. )
X599	5215 N. 83 AV.	EAST SIDE OF 83 AV., NORTH & SOUTH OF ORANGE DR.
X626	BETHANY POINT	1. SOUTH SIDE OF BETHANY HOME RD. FROM 81 AV. TO 7927 W. 2. 79 AV. * WS @ RANCHO DR. NORTH 230', SOUTH TO SAN MIGUEL. INCLUDES UTILITY SHEDS. CURB TO SIDEWALK, SIDEWALK TO WALL.

X627	TRADITIONS AT MISSOURI PARK	1. 75 DR. & MISSOURI * S.E.C. 2. MISSOURI * SS 75 DR. TO 75 AV. 3. 75 AV. & MISSOURI * S.W.C. 4. 75 AV. * WS MISSOURI TO 122' SOUTH OF COLTER. INCLUDES CORNERS ON GEORGIA & COLTER, AND 1 UTILITY SHED. CURB TO SIDEWALK, SIDEWALK TO WALL.
X649	MONTEBELLO ESTATES	AS FOLLOWS: 1. 78 DR. & SAN MIGUEL AV. * S.W.C., INCLUDES PLANTERS. 2. 79 AV. * ES FROM NORTH OF SAN MIGUEL TO SOUTH OF MONTEBELLO.
X758	8299 W. BETHANY HOME RD.	THE SOUTH SIDE OF BETHANY HOME RD. EAST BOUND FROM 83 AV. TO THE S.R.P. R.O.W. @ THE GRAND CANAL. CURB TO SIDEWALK, SIDEWALK TO TREE, FENCE & BIRM LINES.
X759	7915 W. BETHANY HOME RD.	BOTH SIDES OF THE NEW SIDEWALK AREA ( 7' WIDE EACH ) ON THE SOUTH SIDE OF BETHANY HOME RD. STARTING 84' EAST OF THE EAST DRIVEWAY @ 7925 WEST TO JUST WEST OF 7905 WEST.
X048	6979 W. BETHANY HOME RD.	SOUTH SIDE OF BETHANY HOME FROM THE CURB LINE TO FENCE LINES, DITCHES, WALLS AND FRONTAGES ( LANDSCAPED ) AS FOLLOWS: 1. 7241 W. BETHANY HOME RD. 2. 72 DR. TO 72 AV. 3. 71 AV. TO 69 DR. 4. 69 DR. TO 69 AV. 5. 6757 ? W. TO 6717 W. BETHANY HOME RD.
X103	67 AV. * WS MISSOURI/SOUTH OF MEDLOCK	WEST SIDE OF 67 AV. FROM MISSOURI TO SOUTH OF MEDLOCK. INCLUDES UTILITY SHEDS.
X165	CAMELBACK * NS E 68 DR./73 AV.	AREA STARTS 490' EAST OF 68 DR., TO 73 AV.
X441	MISSOURI * NS 7300/7480	73 AV. & MISSOURI * NW CORNER * YES / 75 AV. & MISSOURI * NE CORNER * NO.
X608	CAMELBACK MEDIAN * WEST OF 67 AV.	1 MEDIAN ON CAMELBACK ROAD, WEST OF 67 AV., INCLUDING PAVING STONE.

X650	BETHANY MEADOWS	69 AV. & BETHANY HOME RD. * S.E.C. OMIT RETENTION. EAST BOUND FOR 573'. CURB TO SIDEWALK, SIDEWALK TO WALL.
X077	59 AV. * WS BETHANY/CAMELBACK	" PINK GRAVEL "
X606	CAMELBACK MEDIAN * WEST OF 59 AV.	MEDIAN ON CAMELBACK RD., WEST OF 59 AV.
X607	CAMELBACK MEDIAN * EAST OF 67 AV.	MEDIAN ON CAMELBACK RD., EAST OF 67 AV.
X275	59 AV. * ES 5101 N./MONTEBELLO	THE EAST SIDE OF 59 AV. FROM THE MEDLOCK DR. ALIGNMENT TO MONTEBELLO AV. " PINK GRAVEL ". EXCLUDES 5145 N. 59 AV. JACK IN THE BOX ROW. PALMS OK. 5635 N. 59 AV. PALMS ONLY.
X550	59 AV. * MEDIANS CAMELBACK/BETHANY	4 MEDIANS TOTAL.
X604	CAMELBACK MEDIAN * WEST OF 51 AV.	MEDIAN ON CAMELBACK RD., WEST OF 51AV.
X605	CAMELBACK MEDIAN * EAST OF 59 AV.	MEDIAN ON CAMELBACK RD., EAST OF 59AV.
X051	BETHANY * SS 4699/EAST OF 45 DR.	
X111	MISSOURI * NS 4502/4698	
X237B	4700 N.W. GRAND	2 DEVELOPED RETENTIONS ALONG N.W. GRAND AV. @ THE 47 AV. & MISSOURI AV. ALIGNMENTS. ALL AREAS FROM CURBS TO SIDEWALKS, SIDEWALKS TO FENCE LINES OR BLOCK WALLS AND THEN ALL AREAS WITHIN THOSE PERIMETERS INCLUDING CEMENTED ROCK SLUICES.
X603	CAMELBACK MEDIAN * EAST OF 51 AV.	MEDIAN ON CAMELBACK RD., EAST OF 51AV.
X767	4334 W. NORTHERN AV. * MEDIAN	1 MEDIAN ON NORTHERN AV., WEST OF 43 AV., INCLUDING PAVING STONE.
X660	75 AV. MEDIANS @ 7000 NORTH	3 MEDIANS ON 75 AV. NORTH, SOUTH & WEST OF GLENDALE AV. INCLUDING PAVING STONE.

X784	GLENDAL AVE & 67 AVE - 82 AV	NORTH & SOUTH BETWEEN 67 AV & 82 AV
X139	67 AV. & GLENDALE AV. * MEDIANS	THREE ( 3 ) MEDIANS AT 67 AV. & GLENDALE AV., INCLUDING PAVING STONE, RUNNING SOUTH, EAST AND NORTH BOUND.
X139A	67 AV & GLENDALE AV	NE CORNER
X258	GRAND AV. AT 59 AV. & GLENDALE AV.	GRAND AV & GLENDALE - INCLUDES MEDIANS ON GRAND & THE OVERPASS
X407	GLENDAL AVE. * NS 59/62	
X775	95 AVE - FROM MARYLAND TO BETHANY HOME RD.	MEDIANS E & W SIDE, CURB TO SIDEWALK
X756	9502 W. BETHANY HOME RD.	THE NORTH SIDE OF BETHANY HOME RD. FROM 91 AV. TO 99 AV. ( GOLD CRUSHED STONE ) FROM EITHER CURB TO SIDEWALK OR SIDEWALK NORTH BOUND. INCLUDES 3 MEDIANS @ THE LOOP 101 ( EAST, WEST, UNDER THE BRIDGE AND ANY CEMENT AREAS. )
X757	9421 W. MARYLAND AV.	THE SOUTH SIDE OF MARYLAND AV. FROM THE SOUTH EAST SIDE OF THE LOOP 101 BRIDGE TO 91 AV. AS DIRECTED.
X768	6151 W. MYRTLE AV.	THE SOUTH SIDE OF MYRTLE AV. (EAST BOUND) FROM 62 AV. TO THE RAILROAD TRACKS (CURB TO SIDEWALK).
X769	59 DR. & MYRTLE AV.	THE SOUTH SIDE OF MYRTLE AV. FROM THE S.E.C. OF GRAND AV. TO 5915 WEST. INCLUDES AREAS: CORNERS AND AS DIRECTED. THE NORTH SIDE OF MYRTLE AV. FROM 5904 WEST TO 6020 WEST. CURB TO SIDEWALK AND @ 5904 & 6020 WEST AS DIRECTED.
X250B	57 DR. * BS GLENDALE AV./GLENN DR.	
X294	GLENDAL AVE. * NS 51/55	
X524	GLENDAL AVE. * NS 55 DR./56 AV.	GLENDAL OFFICE PLAZA @ 5540-5552 W. X250 HAS THE 2 TREE GRATE TREES.
X203	GLENDAL AVE. * NS 43/51	EXCLUDES TURF AREAS.

X408	GLENDAL AV. * SS 62/59	
X732	67 AV. & BETHANY HOME RD. IMPROVEMENTS	MEDIANS IN ALL FOUR DIRECTIONS & R.O.W.'S:1. N.E.C. - UHAUL.2. N.W.C. - BUS STOP.3. S.E.C. - CHECKER & 5821 N. 67 AV.MEDIANS INCLUDE PAVING STONE.
X059	5430 N.W. GRAND AV. * MEDIANS	6 MEDIANS ON GRAND AV. FROM BETHANY HOME RD. TO JUST NORTHWEST OF 57 DR. INCLUDES ALL ROCK, PAVING STONE & CEMENT AREAS.
X295	GLENDAL AV. * SS 55/51	
X204	GLENDAL AV. * SS 51/43	EXCLUDES TURF AREAS.
X773	43 AV & BETHANY MEDIANS	WEST OF 43 AV.
X765	6620 W. CAMELBACK RD.	THREE AREAS ON THE NORTH EAST CORNER OF 67 AV. & CAMELBACK RD. STARTING AT THE DRIVEWAY ENTRANCE WEST OF TACO BELL TO THE FIRST DRIVEWAY NORTH OF CAMELBACK RD. ON 67 AV. SIDEWALK INBOUND FOR 14 FEET.
X766	67 AV. MEDIAN * NORTH OF CAMELBACK RD.	1 MEDIAN ON 67 AV., NORTH OF CAMELBACK RD., INCLUDING PAVING STONE.
X058	4858 N.W. GRAND AV. * MEDIANS	3 MEDIANS ON GRAND AV. FROM 4616 N.W. TO BETHANY HOME RD. INCLUDES ALL ROCK, PAVING STONE & CEMENT AREAS.
X772	51 AV. FROM CAMELBACK TO MONTEBELLO	BOTH SIDES OF 51 AV. FROM MONTEBELLO AV. TO CAMELBACK RD. 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 \$180,626.

**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.