

**ANNUAL REQUIREMENTS CONTRACT FOR GENERAL SERVICES  
220175-MC-A LANDSCAPE AND GROUNDS MAINTENANCE SERVICES FOR MEDIANS & STREETS**

THIS Annual Requirements Contract for General Services is being entered into, effective as of \_\_\_\_\_, by and between the City of Las Vegas (hereinafter the "City"), a municipal corporation within the State of Nevada having its principal office at 495 South Main Street, Las Vegas, Nevada 89101, and Par-3 Landscape & Maintenance, Inc., (hereinafter the "Company"), a corporation organized and existing under the laws of the State of Nevada with its main office located at 4610 Wynn Road, Las Vegas, Nevada 89103.

**SECTION A – CONTRACT OVERVIEW**

**A-1 Summary of Contract [CAO-12/30/2020]**

- (a) This Contract sets forth the terms and conditions for ordering and performance of the Services described herein, and the execution hereof by the parties hereto forms a legally binding contract. The City may order, and the Company is obligated to perform, the Services in accordance with the terms and conditions of this Contract. This is a non-exclusive contract.
- (b) This Contract covers the City's estimated need for the Services on an annual basis. At the time of execution of this Contract, precise service levels cannot be fixed but will vary based on the City's annual needs, and the Contract is therefore based on the City's past annual usages. Notwithstanding the execution of this Contract, the City is under no obligation to order or maintain any minimum or maximum level of service under this Contract.

<b>Contract Synopsis</b> The services to be procured are more fully defined in Section C	Landscape and ground maintenance services for Medians & Streets (Lot 1) and Alta Drive (Lot 2) within the City's jurisdiction.		
<b>Performance Dates</b> The Performance Period is more fully defined in Section A-2	<b>Award Date</b> See first paragraph	<b>Expiration Date</b> June 30, 2025	<b>Option Periods</b> Five (5) one-year periods
<b>Contract Type</b>	The contract type is Annual Requirements.		
<b>Contract Amount</b>	Initial Term: \$745,388.22 Renewal Term 1: \$745,388.22 Renewal Term 2: \$764,022.92 Renewal Term 3: \$783,123.50 Renewal Term 4: \$802,701.59 Renewal Term 5: \$ 822,769.13	Annual Not to Exceed Amounts	

(d)	<b>Contract Exhibits / Attachments</b> The following documents are hereby incorporated into this Contract
Exhibit A - Scope of Work, including any Addenda Exhibit B – Fees Exhibit C – Excerpted Proposal	

(e)	<b>City Representative</b> as Noted in Exhibit A		
	<b>Company Representative</b> Per Section D-5	<b>Name</b> Bobby Rivera	<b>Phone</b> (702) 318-1240
			<b>Email</b> bobby@par3landscape.com

(f)	<b>City Legal Notice Representative</b> per Section E-1
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<b>Company Legal Notice Representative</b> Per Section E-1	<b>Name &amp; Title</b> Kam Brian CEO/General Counsel	<b>Address</b> 4610 Wynn Road Las Vegas, NV 89103	<b>Email</b> kam@par3landscape.com
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**A-2 Performance Period** [CAO-12/30/2020]

- (a) The City may place orders against this Contract from the Award Date through and including the Expiration Date, unless extended in writing.
- (b) The City may, at its sole discretion, exercise the option to renew the contract for the periods set forth above (if any). The City shall provide written notice to the Company of any such renewal (if any), and the Company may not assume an automatic renewal. Exercise of an option does not commit the City to exercise further options.
- (c) The City reserves the right to exercise an option to temporarily extend this Contract for up to one hundred eighty (180) calendar days from the Expiration Date, for any reason.

**SECTION B – DEFINITIONS****B-1 Definitions** [CAO-01/20/2016]

The following definitions apply to this Contract:

- (a) **Award Date:** The date that a Contract becomes effective. It is the date entered into the first paragraph of the Contract upon execution by an authorized representative of the City.
- (b) **Contract:** This document, consisting of Sections A through E and the Exhibits and Attachments attached hereto, which is binding and effective only upon execution by the City.
- (c) **Contract Amount:** The maximum amount of compensation that may be paid to the Company for performance of the Contract, which includes, without limitation, compensation for all direct and indirect expenses.
- (d) **Purchase Order (or P.O.):** The administrative document issued by the City to facilitate the ordering of and payment for the Services purchased pursuant to this Contract.
- (e) **Services:** The work to be performed by the Company, which is listed or described in Section C, "Scope of Work" and "Exhibit B – Excerpted Proposal", attached hereto.

**SECTION C – SCOPE OF WORK**

Scope of Work is set forth in "Exhibit A".

**SECTION D - SPECIAL CONDITIONS****D-1 Pricing and Payment** [CAO-4/2020] R

- (a) Payment to the Company will be made only for the actual Services performed and accepted by the City, upon receipt of an invoice submitted in accordance with Section D-3, "Invoices".
- (b) The City will pay the Company in accordance with the pricing set forth in "Exhibit B" to this Contract.
  - (i) During the term of this Contract, sites may be added to or deleted from this Contract through mutual written agreement of the City Representative and Company Representative, without requiring a Modification to this Contract. Notwithstanding, any such change that causes an increase in the Contract Amount, may require a Modification.
  - (ii) At the City's request to add new sites, the Company shall prepare and submit a fixed-firm cost quote for each new site in accordance to the new service location pricing set forth in "Exhibit B". Prior to performance of any Services

at any new site(s), the City shall review the quote for approval. If approved, written authorization shall be provided by the City and made effective by a purchase order revision.

- (c) The prices set forth herein include the costs and expenses associated with providing and performing the Services for the City including, without limitation, expenses for inspection, meeting warranty requirements and complying with all the terms and conditions of this Contract.

**D-2 Pricing Revisions [CAO-4/2020] [R]**

- (a) Pricing shall remain firm for the initial and first renewal term of this Contract. Thereafter, the annual renewal fees shall increase by two and half percent (2.5%) over the previous twelve (12) months as described in the table below. Amounts listed below are for reference only and based on the total for current sites, which may change pursuant to Section D-1 (b) above. Total annual amounts shall not exceed the Annual Contract Amounts in Section A-1 (c). Notwithstanding, should the Consumer Price Index (CPI) increase deviate significantly from the historical average (in excess of 5% in any contract year), the parties agree to not be bound to the fixed two and half percent (2.5%) annual increase and instead shall negotiate an increase that is fair to both parties.

LOT 1 - MEDIANS AND STREETS		
Description	Performance Period	Estimated Amount
Initial Term	July 1, 2024 - June 30, 2025	\$ 695,662.83
Renewal Term 1	July 1, 2025 - June 30, 2026	\$ 695,662.83
Renewal Term 2	July 1, 2026 - June 30, 2027	\$ 713,054.40
Renewal Term 3	July 1, 2027 - June 30, 2028	\$ 730,880.76
Renewal Term 4	July 1, 2028 - June 30, 2029	\$ 749,152.78
Renewal Term 5	July 1, 2029 - June 30, 2030	\$ 767,881.60

LOT 2 - ALTA DRIVE MEDIAN AND STREET		
Description	Performance Period	Estimated Amount
Initial Term	July 1, 2024 - June 30, 2025	\$ 49,725.39
Renewal Term 1	July 1, 2025 - June 30, 2026	\$ 49,725.39
Renewal Term 2	July 1, 2026 - June 30, 2027	\$ 50,968.52
Renewal Term 3	July 1, 2027 - June 30, 2028	\$ 52,242.74
Renewal Term 4	July 1, 2028 - June 30, 2029	\$ 53,548.81
Renewal Term 5	July 1, 2029 - June 30, 2030	\$ 54,887.53

- (b) Each pricing revision requested herein must be approved in writing by the Purchasing and Contracts Manager and, if approved, shall become effective thirty (30) days after notice of the change, or on such earlier or later date as may be agreed upon by the parties.
- (c) Any pricing revision requested pursuant to this section may be delayed or denied if the Company fails to submit a timely request, or fails to provide adequate documentation in support thereof.
- (d) Any approved pricing revision is not retroactive, and any invoice pending on the date of approval of the pricing revision shall be paid on the basis of the pricing in effect on the date the Services are ordered by the City.

- (e) If the parties hereto fail to agree on a pricing revision after thirty (30) calendar days as permitted herein, either party may terminate this Contract after ten (10) calendar days written notice to the other party in accordance with Section E-1, "Legal Notice".

**D-3 Invoices [CAO-9/2020]**

- (a) The Company shall timely submit a detailed invoice to the City within sixty (60) days monthly, for Services performed and accepted. Each invoice shall contain the following information:
- (i) the date of the invoice and invoice number;
  - (ii) the Purchase Order number;
  - (iii) the Contract Item against which charges are made; and
  - (iv) the performance dates covered by the invoice.
- (b) Upon reconciliation of all errors, corrections, credits, and disputes, payment to the Company will be made in full within thirty (30) calendar days. **Invoices received without a valid Purchase Order number will be returned unpaid.** If the Company does not timely submit a detailed invoice to the City as required herein, the City shall not have any obligation or liability to effect any payment for said late invoice. The City shall also not be liable for any errors or omissions in an invoice once said invoice is paid by the City, all of which shall be expressly waived by Company. Notwithstanding the foregoing, this paragraph shall in no way waive the City's rights and remedies should the City find any errors or omissions in an invoice before or after said invoice is paid by the City.

**The Company shall submit the original invoice to:**

Department of Finance  
ATTN: Accounts Payable  
City of Las Vegas  
495 South Main Street, 4<sup>th</sup> Floor  
Las Vegas, NV 89101-2986

- (c) A duplicate copy of the invoice is to be sent to the City's designated representative at [bdaseler@lasvegasnevada.gov](mailto:bdaseler@lasvegasnevada.gov) for Lot 1 sites and [tparks@lasvegasnevada.gov](mailto:tparks@lasvegasnevada.gov) for Lot 2 sites.
- (d) Reserved.
- (e) The City may subtract or offset from any unpaid invoice from the Company any claims, which the City may have incurred for failure of the Company to comply with the terms, conditions or covenants of this Contract, or any damages, costs and expenses caused by, resulting from, or arising out of the negligent act or omission of the Company in the performance of the services under this Contract. Within ten (10) calendar days, the City shall provide a written statement to the Company of the off-set which has been subtracted from any payment to the Company along with appropriate documentation and receipts, if any, and a description of the failure, error or deficiency attributed to the Company. The Company may dispute the right or amount of the off-set made by the City by providing written notification to the City within ten (10) calendar days after receipt of the City's written notice. The City shall provide a written response to the Company within ten (10) calendar days of receipt of the Company's written dispute notice. If the Company disputes the City's determination, the Company may file a claim pursuant to Section E-2, "Disputes" of this Contract.

**D-4 Performance Requirements [CAO-08/22/2019] R**

- (a) Service Coordination. The Company shall provide the City with advance notice prior to performance of any Services outside of the approved Work Schedule in accordance to Exhibit A. All performance of Services must be coordinated with City Representative. The City reserves the right to refuse service if advance notice is not given.
- (b) Failure to Perform. In the event that the Company fails to perform the Services in accordance with the terms and conditions of the Contract, the City shall have the option to either terminate the Contract or procure the Services from another supplier. If the Services are procured from another supplier, the Company shall pay the City any difference between the Contract price(s) and the price(s) paid to the other supplier plus any and all administrative costs incurred associated with the re-procurement.

- (c) **Inspection and Acceptance.** The Services will be inspected at time of performance by an authorized representative of the City for compliance with the specifications, workmanship, appearance, and conformance to all other requirements of this Contract. In the event deficiencies are detected, the Services will be rejected to enable the Company to make the necessary repairs, adjustments or replacements. Payment will not be made and discount period (if applicable) will not commence until the corrective action is complete and the Services have been re-inspected and accepted by the City.

**D-5 City/Company Representative [CAO-08/22/2019] R**

- (a) The City's designated Representative for this Contract is named in Section A-1 (e). The City will provide written notice to the Company should there be a subsequent Representative change. The Representative will be the Company's principal point of contact at the City regarding any matters relating to this Contract, will provide all general direction to the Company regarding Contract performance, and will provide guidance regarding the City's goals and policies. *The City Representative is not authorized to waive or modify any material scope of work changes or terms of the Contract*
- (b) The Company Representative for this Contract is named in Section A-1 (e). The Company Representative shall have full authority to act for the Company on all matters arising under or relating to this Contract until written notice to the City is provided by the Company of any change in the person acting in this capacity.

**D-6 Insurance [CAO-3/31/2022]**

- (a) The Company shall procure and maintain, at its own expense, during the entire term of the Contract, the following coverage(s):
- (i) Industrial/Workers' Compensation Insurance protecting the Company and the City from potential Company employee claims based upon job-related sickness, injury, or accident, during performance of this Contract, and must submit proof of such insurance on a certificate of insurance issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with NRS 616A-616D, inclusive. If Company is a sole proprietor, it will be required to submit an affidavit indicating that the Company has elected not to be included in the terms, conditions and provisions of NRS 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions. The Company's Workers' Compensation policy shall have a waiver of subrogation endorsement in favor of the City of Las Vegas.
  - (ii) Commercial General Liability Insurance (bodily injury, property damage) with respect to the Company's agents assigned to the activities performed under this Contract in a policy limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, for bodily injury, products, completed operations, personal injury and property damages. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis, and be provided on either a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad form CGL endorsement) insurance form. The form must be written on an ISO Form CG 00 01 10 01, or an equivalent form. The Company's General Liability policy shall have a waiver of subrogation endorsement in favor of the City of Las Vegas, and shall be endorsed to include the City, its officers, and employees as additional insured.
  - (iii) Commercial Automobile Liability Insurance of limits no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by Company and any auto used in the performance of services under this Contract. The policy must insure all vehicles **owned** by the Company and include coverage for **hired** and **non-owned** vehicles. If the services requested do not require the use of the vehicle to perform, the Commercial Automobile Liability Insurance requirements as described in this paragraph do not apply. The Company's Automobile Liability policy shall have a waiver of subrogation endorsement in favor of the City of Las Vegas, and shall be endorsed to include the City, its officers, and employees as additional insured.
- (b) The Company must provide compliant certificates of insurance and required endorsements to the City or its designated certificate tracking service immediately upon request. The Company shall maintain coverage for the duration of this Contract, and any renewal periods if applicable. The Company shall annually provide the City's designated certificate tracking service with a certificate of insurance and endorsements as evidence that all insurance requirements have been met. A certified, true, and exact copy of each of the project specific insurance policies (including renewal policies) required under this Section shall be provided to the City or its designated certificate tracking service if so requested.
- (c) All required aggregate limits must be disclosed and amounts entered on the certificate(s) of insurance. The certificates must identify the Contract number, the Contract description, and for internal City routing purposes only the name of the appropriate City division/department. The Company and/or insurance carrier shall provide the City with a 30-day

advance notice of policy modification, cancellation, or erosion of insurance limits, sent by certified mail "return receipt requested".

- (d) The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. Each insurance carrier's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The City requires insurance carriers to maintain a Best's Key minimum rating of A- VII, A- VIII, A- IX, A- X, or higher. The adequacy of the insurance supplied by the Company, including the rating and financial health of each insurance carrier providing coverage, is subject to the approval of the City.
- (e) All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention may exceed \$25,000 without the prior written approval of the City.
- (f) **Companies requesting increased deductibles or self-insured retentions must provide the City a written request stating the desired amounts along with recent audited financial statements for review. The City will review the request and determine if the requested deductibles or self-insured retentions are acceptable. In the event the request for increased deductibles or self-insured retentions is denied, the Company is obligated to provide the deductibles or self-insured retentions established in the Contract at no additional expense to the City.**
- (g) If the Company fails to carry the required insurance, the City may (i) order the Company to stop further performance hereunder, declare the Company in breach, pursuant to Section E-5, "Event of Default", terminate the Contract if the breach is not remedied and, if permitted, assess liquidated damages, or (ii) purchase replacement insurance and withhold the costs or premium payments made from the payments due to the Company or charge the replacement insurance costs back to the Company.
- (h) Any subcontractor or subconsultant approved by the City shall be required to procure, maintain, and submit proof of insurance to the City of the same insurance requirements as specified above, and as required in this paragraph.
- (i) The Company is encouraged to purchase any additional insurance it deems necessary.
- (j) The Company is required to remedy all injuries to persons and damage or loss to any property of the City caused in whole or in part by the Company, its subcontractors or anyone employed, directed, or supervised by the Company.

#### **D-7 Warranty [CAO-3/31/2022]**

- (a) Company warrants that the Services shall be performed in full conformity with this Contract, with the professional skill and care that would be exercised by those who perform similar services in the commercial marketplace, and in accordance with accepted industry practice. In the event of a breach of this warranty, or in the event of non-performance or failure of the Company to perform the services in accordance with this Contract, the Company shall, at no cost to the City, re-perform or perform the services so that the services conform to the warranty.
- (b) Warranty Repairs – Service Request All warranty repairs shall be completed within the time limit noted in Exhibit A. In the event that repairs cannot be completed due to part(s) availability, the Company shall be responsible for the cost of expediting the part. The City's Representative, however, has the authority to agree to an extension if deemed necessary as a result of part(s) availability.
- (d) New Parts Unless otherwise authorized by the City Representative, the parts delivered under this Contract must be new. New parts are defined as parts that are made up entirely of unused materials and/or genuine original parts. The parts must not have been operated for any purpose other than routine operational testing, except as specifically authorized elsewhere in this Contract. Demonstrator and reconditioned parts are not acceptable.

This entire Warranty Section will survive termination or expiration of this Contract for any reason.

#### **D-8 Purchase Orders [CAO-4/2020]**

A Purchase Order will be issued for the acquisition of the Services, specifying a single scheduled performance or multiple scheduled performances of the Services. The time allotted for performance of the Services under the Purchase Order commences on the date the City successfully electronically transmits or faxes the Purchase Order to the Company, or three (3) days after the mailing date of the Purchase Order to the Company. Any Purchase Order issued hereunder incorporates the terms and conditions of this Contract.

**D-9 Telephone Orders** [CAO-01/20/2016]

The ordering of Services by telephone **is not** permitted. The Company shall not accept telephone orders, unless explicitly authorized in writing by the City's Purchasing and Contracts Manager.

**D-10 Service Calls and Response Times** [CAO-01/20/16] R

Upon receipt of service call, the Company must respond in accordance to the response times of Exhibit A.

**D-11 Holidays/Weekends** [CAO-4/2020] R

The Company is excused from performance on weekends and the following legal holidays (on the actual day the holiday is observed) below. Notwithstanding the foregoing, the Company shall provide a makeup day of service within seven (7) days of any Company-observed holiday.

- Martin Luther King's Birthday
- President's Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Nevada Admission Day
- Veterans Day
- Thanksgiving Day and Friday After
- Christmas Day
- New Year's Day

**D-12 Liquidated Damages** [CAO-01/20/2016]

Assessment of liquidated damages does not apply to this Contract.

**SECTION E- GENERAL CONDITIONS**

**E-1 Legal Notice** [CAO-4/2020]

(a) Any notice required to be given hereunder shall be deemed to have been given when written notice is (i) received by the party to whom it is directed by personal service; (ii) three (3) days after deposit with the United States Post Office, by registered or certified mail, postage prepaid and addressed to the party to be notified at the address for such party; (iii) one (1) day after deposit with a nationally recognized air courier service such as FedEx; or (iv) by an email sent to the email address of the recipient stated in this Section. All notices shall be effective upon receipt by the party to which notice is given or if it is delivered by email, when the recipient acknowledges having received that email, with an automatic "read receipt" not constituting acknowledgment of an email for notice purposes. Either party hereto may change its address by giving ten (10) days advance notice to the other party as provided herein. Phone and fax numbers, if listed, are listed for information only:

FOR THE CITY:	Manager, Purchasing and Contracts City of Las Vegas 495 South Main Street, 4th Floor Las Vegas, Nevada 89101-2986 Fax: (702) 384-9964 Email: <a href="mailto:purchasing@lasvegasnevada.gov">purchasing@lasvegasnevada.gov</a>
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FOR THE COMPANY:	As Noted in Section A-1 (f) of the Contract:
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(b) The parties shall provide written notification of any change in the information stated above.

- (c) For purposes of this Contract, legal notice shall be required for all matters involving potential termination actions, litigation, indemnification, and unresolved disputes. This does not preclude legal notice for any other actions having a material impact on the Contract.
- (d) Routine correspondence should be directed to the City Representative or the Company Representative, as appropriate.

**E-2 Disputes [CAO-4/2020]**

- (a) For each claim or dispute arising between the parties under this Contract, the parties shall attempt to resolve the matter through escalating levels of management. In the event the matter cannot be successfully resolved in this manner, the City is granted the sole right, regardless of which party is asserting the claim or dispute, to determine between arbitration and litigation as the forum in which the party desiring to proceed further shall file to resolve the claim or dispute. For any and all claims or disputes asserted by the Company, the Company shall notify the City of its intent to proceed further with the claim or dispute and in response thereto, the City shall notify the Company as to its selected forum for resolution. For any and all claims or disputes asserted by the City, the City shall notify the Company in the notice of its intent to proceed with further resolution whether it has selected arbitration or litigation as the forum to resolve the claim or dispute. In the event arbitration is the designated forum, such arbitration shall be binding on the parties.
- (b) If arbitration is selected by the City as the forum for further resolution, the claim or dispute shall be filed with the American Arbitration Association under its then current Commercial Arbitration Rules, Expedited Procedures, regardless of the amount of the claim or dispute.
- (c) The laws of the State of Nevada shall govern the validity, construction, performance, and effect of this Contract, without giving effect to its conflict of law provisions. If arbitration is selected, each party hereto consents to, and waives any objection to, venue being the offices of the American Arbitration Association located in Las Vegas, Nevada, or other venue mutually agreed by the parties. If litigation is selected, each party hereto consents to, and waives any objection to, the State courts located in the County of Clark, State of Nevada as the proper and exclusive venue for any disputes arising out of or relating to this Contract or any alleged breach thereof. Each party hereby waives trial by jury in any action, proceeding or counterclaim brought by either of them against the other on any matters whatsoever arising out of or in any way connected with this Contract.

**E-3 Notice of Delay [CAO-01/20/16]**

- (a) If timely performance by the Company is jeopardized by the non-availability of City provided personnel, data, or equipment, the Company shall notify the City immediately in writing of the facts and circumstances causing such delay. Upon receipt of this notification, the City will advise the Company in writing of the action which will be taken to remedy the situation.
- (b) The Company shall advise the City in writing of an impending failure to meet established milestones or delivery dates based on the Company's failure to perform. Notice shall be provided as soon as the Company is aware of the situation; however, such notice shall not relieve the Company from any existing obligations regarding performance or delivery.

**E-4 Termination for Convenience [CAO-08/22/2019]**

The City shall have the right at any time to terminate further performance of this Contract, in whole or in part, for any reason whatsoever (including no reason). Such termination shall be effected by written notice from the City to the Company specifying the extent and effective date of the termination. On the effective date of the termination, the Company shall terminate all work and take all reasonable actions to mitigate expenses. The Company shall submit a written request for incurred costs for services performed through the date of termination, and shall provide any substantiating documentation requested by the City. In the event of such termination, the City agrees to pay the Company within thirty (30) days after receipt of a correct, adequately documented written request. The City's sole liability under this Section is for payment of costs for goods and services requested by the City and actually performed by the Company.

**E-5 Event of Default [CAO-12/30/2020]**

- (a) If, during the term of this Contract, the Company (i) fails to deliver services that comply with the Scope of Work, (ii) fails to deliver the services within the time specified in the Purchase Order or Scope of Work or any extension thereof, (iii) fails to make progress so as to endanger the performance of this Contract, (iv) becomes insolvent, bankrupt or makes an assignment for the benefit of creditors, or if a receiver or trustee in bankruptcy is appointed for the Company, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the Company and is not dismissed within

thirty (30) days following commencement thereof, or (v) fails to perform any of the other obligation or requirement of this Contract, then any of the aforementioned failures shall constitute an "Event of Default" under this Contract.

- (b) If there occurs an Event of Default, the Company shall be entitled to ten (10) calendar days from written notice thereof to remedy the Event of Default, provided, however, such is capable of being remedied within that period. If the Event of Default can be remedied, but the remedy cannot be completed within the ten (10) day period, the Company may be allowed such additional time as may be reasonably necessary to remedy the Event of Default, provided, however, the remedy is commenced within the ten (10) day period and is diligently pursued to completion but in no event later than thirty (30) days after such written notice. Said time period may be extended at City's sole discretion. If the Event of Default is incapable of remediation, or is not remedied as required herein, the City may, in addition to any other remedies available in law or equity, invoke any of the remedies provided for under Section E-6, "Termination for Default", below.

#### **E-6 Termination for Default [CAO-4/2020]**

- (a) If the Event of Default is not remedied as required pursuant to Section E-5, "Event of Default", the City may, by written notice to the Company pursuant to Section E-1, "Legal Notice", terminate this Contract in whole or in part.
- (b) If this Contract is terminated in whole or in part because the Company has failed to provide Services in compliance with the specifications by the deadline of remediation period, the City may acquire, under reasonable terms and in a manner it considers appropriate, replacement services that are comparable to the Services that the Company failed to deliver to the City, and the Company shall be liable to the City for any excess costs related thereto. If the City terminates this Contract only in part, the Company shall continue to perform the un-terminated obligations or portions of this Contract.
- (c) The Company shall not be liable for any excess costs if the failure to perform the Contract arises from circumstances beyond the control of, and without the fault or negligence on the part of, the Company. These circumstances are limited to such causes as (i) acts of God or of the public enemy, (ii) acts of governmental bodies, (iii) fires, (iv) floods, (v) epidemics/pandemics, (vi) quarantine restrictions, (vii) labor strikes, (viii) freight embargoes, or (ix) unusually severe weather. The time of performance of the Company's obligations under this Contract shall be extended by such period of enforced delay; provided, however, that such reasonably extended time period shall not exceed sixty (60) days. If the foregoing circumstances result in a delay greater than 60 days, the City may terminate the affected portion of the Contract pursuant to the terms of Section E-4, "Termination for Convenience".
- (d) The City retains the right to terminate for default immediately if the Company fails to maintain the required insurance, and/or bonding, fails to comply with applicable local, state, and federal statutes governing performance of these services, or fails to comply with statutes involving health or safety.
- (e) If the City fails to perform any of its obligations required under this Contract, and the City does not remedy the failure after notice thereof is provided to the City by the Company pursuant to the requirements of Section E-1, "Legal Notice" above, the Company shall have the right to treat the failure as a claim or dispute subject to the resolution provisions of E-2, "Disputes" of this Contract. During the period of such resolution, the Company shall continue with its performance under the Contract.

#### **E-7 Limitation of Funding/Non-Appropriation [CAO-4/2020]**

The Company acknowledges that City is a governmental entity and the Contract's validity is based upon the availability of public funding under its authority. The City reserves the right to reduce estimated or actual quantities, in whatever amount necessary, without prejudice or liability to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under this Contract. In addition, and without prejudice or liability to the City, if funds are not appropriated or otherwise made available to support continuation in any fiscal year succeeding the first fiscal year, this Contract will be deemed to have been terminated automatically when appropriated funds expire and are not available. The City shall notify Company in writing of any such non-allocation of funds at the earliest possible date and shall pay Company any reasonable fees earned and costs incurred in performing this Contract for any period prior to such notice.

#### **E-8 Changes - Fixed-Price Goods or Services [CAO-4/2020]**

- (a) The City may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this Contract in any one or more of the following:
- (i) Description of services to be performed or goods to be provided.
  - (ii) Time of performance (i.e., hours of the day, days of the week, etc.).

- (iii) Place of performance of the services.
- (iv) Time or place of delivery of goods
- (b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Contract, the Company shall provide current, complete, and accurate documentation to the City in support of any request for equitable adjustment.
- (c) The Company must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order, or shall otherwise be barred and shall have waived any right to an adjustment under this clause.
- (d) The parties shall negotiate a timely requested equitable adjustment by mutual written agreement and the change will be effected by purchase order revision. Failure to agree to any adjustment shall be a dispute under Section E-2, "Disputes"; however, nothing in this clause shall excuse the Company from proceeding with the Contract as changed.

**E-9 Entire Contract, Section and Paragraph Headings [CAO-4/2020]**

- (a) This Contract represents the entire and integrated agreement between the City and the Company. It supersedes all prior and contemporaneous understandings, negotiations, communications, representations, and agreements, whether oral or written, relating to the subject matter of this Contract.
- (b) The section and paragraph headings appearing in this Contract are inserted for the purpose of convenience and ready reference. They do not purport to define, limit, or extend the scope or intent of the language of the sections and paragraphs to which they pertain.

**E-10 Order of Precedence [CAO-7/24/08]**

In the event of a conflict between the specific language set forth in Sections A through E of this Contract and any Attachment or Exhibit, the specific language in Sections A through E shall prevail. Any exception to this order of precedence will be addressed through specific language elsewhere in Sections A through E.

**E-11 Severability [CAO-7/24/08]**

The invalidity, illegality, or unenforceability of any provision of this Contract or the occurrence of any event rendering any portion or provision of this Contract void shall in no way affect the validity or enforceability of any other portion or provision of this Contract. Any void provision shall be deemed severed from this Contract, and the balance of this Contract shall be construed and enforced as if this Contract did not contain the particular portion or provision held to be void. The parties further agree to amend this Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this clause shall not prevent this entire Contract from being void should a provision which is of the essence of this Contract be determined void.

**E-12 Waiver [CAO-7/24/08]**

Waiver of any of the terms of this Contract shall not be valid unless it is in writing signed by each party. The failure of the City to enforce any of the provisions of this Contract, or to require performance of any of the provisions herein, shall not in any way be construed as a waiver of such provisions or to affect the validity of any part of this Contract, or to affect the right of the City to thereafter enforce each and every provision of this Contract. Waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach of this Contract.

**E-13 Modification/Amendment [CAO-7/24/08]**

This Contract shall not be modified or amended except by the express written agreement of the parties, signed by a duly authorized representative for each party. Any other attempt to modify or amend this Contract shall be null and void, and may not be relied upon by either party.

**E-14 Assignment [CAO-7/24/08]**

Neither party may assign their rights nor delegate their duties under this Contract without the written consent of the other party. Such consent shall not be withheld unreasonably. Any assignment or delegation shall not relieve any party of its obligations under this Contract.

**E-15 Indemnification [CAO-4/2020]**

- (a) In addition to the insurance requirements set forth in Section D-6, "Insurance", and not in lieu thereof, the Company shall protect, defend, indemnify and hold harmless the City, its elected officials, officers, employees, agents, and consultants (collectively herein the "City") from and against any and all claims, liabilities, damages, losses, suits, actions, decrees, arbitration awards and judgments including attorney's fees, court costs or other expenses of any and every kind or character (collectively herein the "Liabilities") which may be recovered from or sought against the City, as a result of, by reason of, or as a consequence of (i) any act or omission, negligent or otherwise, on the part of the Company, its officers, employees, independent contractors, vendors, suppliers, consultants, or agents in the performance of the terms, conditions and covenants of the Contract; or (ii) a breach of any agreement between the Company and its employees, vendors, independent contractors, suppliers, consultants or agents; or (iii) any default in the performance of any obligation on Company's part to be performed under the terms of this Contract, regardless of whether the Liabilities were caused in part by the City. Company agrees that it is assuming the sole risk of any Liabilities related to the contraction by Company's officers, employees, vendors, suppliers, agents, independent contractors, and consultants or any other person of any viral infection or other disease, including, without limitation, COVID 19, related to the performance of this Contract and that Company's indemnity obligations contained herein cover any such Liabilities. In no event shall the language in this Section constitute or be construed as a waiver or limitation of the City's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the Federal and State Constitutions or by law.
- (b) If a third party claim against the City for negligent performance by the Company is within the limits of its liability insurance, and the insurance company has accepted the City's tender of defense, then the City will pay the Company what is due and owing to them within the payment method specified in this Contract. However, if the claim is greater than the coverage amount, the City, for its protection, may retain any money due and owing the Company under this Contract, until the claim has been resolved. In the event no money is due and owing, the surety, if required, of the Company, may be held until all of the Liabilities have been settled and suitable evidence to that effect furnished to the City.
- (c) It is expressly agreed that the Company shall defend the City at Company's expense, by legal counsel reasonably satisfactory to City, against the Liabilities and in the event that the Company fails to do so, the City shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Company. Company's indemnity obligations herein are not intended to nor shall they relieve any insurance carrier of its obligations under policies required to be carried by Company pursuant to the provisions of this Contract. Company's obligations under this Section shall survive any termination of this Contract.

**E-16 Patent Indemnity [CAO-12/30/2020]**

The Company hereby indemnifies and shall defend and hold harmless the City and its representatives respectively from and against all claims, losses, costs, damages, and expenses, including attorney's fees, incurred by City and its representatives, respectively, as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any patent or other intellectual property and arising out of the use of the equipment or materials furnished under the contract by the Company, or out of the processes or actions employed by, or on behalf of the Company in connection with the performance of the Contract. The Company shall, at its sole expense, by legal counsel reasonably satisfactory to City, promptly defend against any such claim or action unless directed otherwise by the City or its representative; provided that the City or its representatives shall have notified the Company upon becoming aware of such claims or actions, and provided further that the Company's aforementioned obligations shall not apply to equipment, materials, or processes furnished or specified by the City or its representatives.

**E-17 Audit of Records [CAO-5/2/12]**

- (a) The Company agrees to maintain the financial books and records (including supporting documentation) pertaining to the performance of this Contract according to standard accounting principles and procedures. The books and records shall be maintained for a period of three (3) years after completion of this Contract, except that books and records which are the subject of an audit finding shall be retained for three (3) years after such finding has been resolved. If the Company goes out of business, the Company shall forward the books and records to the City to be retained by the City for the period of time required herein.

- (b) The City or its designated representative(s) shall have the right to inspect and audit (including the right to copy and/or transcribe) the books and records of the Company pertaining to the performance of this Contract during normal business hours. The City will provide prior written notice to the Company of the audit and inspection. If the books and records are not located within Clark County, the Company agrees to deliver them to the City, or to an address designated by the City within Clark County. In lieu of such delivery, the Company may elect to reimburse the City for the cost of travel (including transportation, lodging, meals, and other related expenses) to inspect and audit the books and records at the Company's office. If the books and records provided to the City are incomplete, the Company agrees to remedy the deficiency after written notice thereof from the City, and to reimburse the City for any additional costs associated therewith including, without limitation, having to revisit the Company's office. The Company's failure to remedy the deficiency shall constitute a material breach of this Contract. The City shall be entitled to its costs and reasonable attorney fees in enforcing the provisions of this Section.
- (c) If at any time during the term of this Contract, or at any time after the expiration or termination of the Contract, the City or the City's designated representative(s) find the dollar liability is less than payments made by the City to the Company, the Company agrees that the difference shall be either: (i) repaid immediately by the Company to the City or (ii) at the City's option, credited against any future billings due the Company.

#### **E-18 Confidentiality – City Information [CAO-4/2020]**

- (a) All information, including but not limited to, oral statements, computer files, databases, and other material or data supplied to the Company is confidential and privileged. The Company shall not disclose this information, nor allow to it be disclosed to any person or entity without the express prior written consent of the City. The Company will use at least the same standard of care and exercise equivalent security measures to maintain the confidentiality of the City's information that it uses to maintain the confidentiality of its own confidential information; provided in no event shall such standard be less than reasonable care. The Company shall have the right to use any such confidential information only for the purpose of providing the services under this Contract, unless the express prior, written consent of the City is obtained. City shall be and remain the sole owner of such confidential information. Nothing contained in this Contract shall be construed as granting or conferring any right or license in the City's information or in any patents, software, or other technology, either expressly or by implication to the Company. Upon request by the City, the Company shall promptly return to the City all confidential information supplied by the City, together with all copies and extracts. Company is required to employ the highest ethical standards and shall avoid those actions that are inconsistent with the City's best interest.
- (b) The confidentiality requirements shall not apply where (i) the information is, at the time of disclosure by the City, then in the public domain; (ii) the information is known to the Company prior to obtaining the same from the City; (iii) the information is obtained by the Company from a third party who did not receive the same directly or indirectly from the City; or (iv) the information is subpoenaed by court order or other legal process, but in such event, the Company shall notify the City. In such event the City, in its sole discretion, may seek to quash such demand.
- (c) The obligations of confidentiality shall survive the termination of this Contract.

#### **E-19 Marketing Restrictions [CAO-4/2020]**

The Company shall at all times be in compliance with Las Vegas Municipal Code 1.08.050, and shall not publish or sell any information from or about this Contract without the prior written consent of the City. This restriction does not apply to the use of the City's name in a general list of customers, so long as the list does not represent an express or implied endorsement of the Company or its services. The City logo shall not be used without the prior written consent of the City.

#### **E-20 Intellectual Property Rights [CAO-4/2020]**

All deliverables produced under this Contract, as well as all data, notes and documentation collected on behalf of the City, are exclusively the property of the City. The Company shall have no property interest in, and may assert no claim or lien on, or right to withhold from the City, or right to use said data other than in performance of its obligations pursuant to this Contract, any data it receives from, receives access to, or stores on behalf of the City. At any time during the term of this Contract, and within thirty (30) days of the expiration or termination of this Contract, the Company will upon request return the data to the City at no charge in the format held by Company. On City request, the Company will delete all City data and will provide appropriate certification to the City to document the disposal. The Company shall promptly notify the City if the Company becomes aware of any unauthorized access, acquisition, disclosure, use, modification, destruction or other misuse of the City's data or other confidential information, and shall fully cooperate with the City in any legal action taken by the City to enforce its rights therein. This Section shall survive termination or expiration of this Contract.

**E-21 Taxes/Compliance with Laws [CAO-08/01/13]**

- (a) The City is exempt from paying Sales and Use Taxes under the provisions of Nevada Revised Statutes 372.325(4), and Federal Excise Tax, under Registry Number 88-87-0003k. The Company shall pay all taxes, levies, duties and assessments of every nature and kind which may be applicable to any work under this Contract. The Company shall make any and all payroll deductions required by law. The Company agrees to indemnify and hold the City harmless from any liability on account of any and all such taxes, levies, duties, assessments, and deductions.
- (b) The Company, in the performance of the obligations of this Contract, shall comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Contract including, but not limited to, the Federal Occupational Safety and Health Act.

**E-22 Licenses/Registrations [CAO-01/20/16]**

During the entire performance period of this Contract, the Company shall maintain all federal, state, and local licenses, certifications and registrations applicable to the work performed under this Contract, including maintaining an active City of Las Vegas business license if required by Las Vegas Municipal Code 6.02.060.

**E-23 Non-Discrimination and Fair Employment Practices [CAO-07/31/13]**

- (a) Discrimination: The City of Las Vegas is committed to promoting full and equal business opportunity for all persons doing business in Las Vegas. The Company acknowledges that the City has an obligation to ensure that public funds are not used to subsidize private discrimination. Company recognizes that if the Company or their subcontractors or subconsultants are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other legally protected status, City may declare the Company in breach of contract and terminate Contract.
- (b) Fair Employment Practices: In connection with the performance of work under this Contract, the Company agrees not to discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other legally protected status. Such agreement shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- (c) The Company further agrees to insert this provision in all subcontracts hereunder. Any violation of such provision by a Company shall constitute a material breach of this Contract.

**E-24 Employment of Unauthorized Aliens [CAO-01/20/16]**

In accordance with the Immigration Reform and Control Act of 1986, the Company agrees that it will not employ unauthorized aliens in the performance of this Contract.

**E-25 Conforming Services [CAO-4/2020]**

The Services performed under this Contract shall conform in all respects with the requirements set forth in this Contract. The Company shall furnish the City with sufficient data and information needed to determine if the Services performed conform to all the requirements of this Contract.

**E-26 Independent Contractor [CAO-4/2020]**

In the performance of its obligations under this Contract, the Company and any other person employed by it shall be deemed to be an independent contractor and not an agent or employee of the City. The Company shall be liable for the actions of any person, organization, or corporation with which it subcontracts to fulfill this Contract. Accordingly, Company shall be responsible for payment of all taxes including federal, state and local taxes arising out of the Company's activities in accordance with this Contract, including by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or business license fees as required under existing or subsequently enacted laws, rules or regulations. Company shall not be entitled to any benefits afforded to City's employees, including

without limitation worker's compensation, disability insurance, health insurance, vacation, or sick pay. Company shall be responsible for providing, at Company's expense, and in Company's name, unemployment, disability, worker's compensation, and other insurance, as well as licenses and permits usual or necessary for performance of its obligations pursuant to this Contract. Company shall hereby defend, indemnify, and hold the City harmless from any claims, losses, costs, fees, attorney's fees, liabilities, damages or injuries suffered by the City arising out of Company's failure with respect to its obligations in this Section. Company, upon request, shall furnish evidence satisfactory to the City that any or all of the foregoing obligations have been fulfilled. During Company's contacts with third parties they shall identify themselves as an independent party and not as an employee for the City. Company understands and agrees that they do not have the power or authority to bind City in any capacity. The City shall hold the Company as the sole responsible party for the performance of this Contract. The Company shall maintain complete control over its employees and all of its subcontractors. Nothing contained in this Contract or any subcontract awarded by the Company shall create a partnership, joint venture, or agency with the City. Neither party shall have the right to obligate or bind the other party in any manner to any third party.

**E-27 Official, Agent and Employees of the City Not Personally Liable [CAO-01/20/16]**

It is agreed by and between the parties of this Contract, that in no event shall any official, officer, employee, or agent of the City in any way be personally liable or responsible for any covenant or agreement therein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this Contract.

**E-28 Conflict of Interest (City Officials) [CAO-4/2020]**

- (a) An official of the City, who is authorized on behalf of the City to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving this Contract, payments under this Contract, or work under this Contract, shall not be directly or indirectly interested personally in this Contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of, or for the City, who is authorized on behalf of the City to exercise any legislative, executive, supervisory or other similar functions in connection with this Contract, shall become directly or indirectly interested personally in this Contract or in any part hereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to this Contract.
- (b) Each party represents that it is unaware of any financial or economic interest of any public officer or employee of the City relating to this Contract. Notwithstanding any other provision of this Contract, if such interest becomes known, the City may immediately terminate this Contract for default or convenience, based on the culpability of the parties.

**E-29 Public Records [CAO-5/2/12]**

The City is a public agency as defined by state law. As such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). The City's Records are public records, which are subject to inspection and copying by any person (unless declared by law to be confidential). This Contract and all supporting documents are deemed to be public records.

**E-30 Use By Other Government Entities [CAO-01/20/16]**

A governing body or its authorized representative and the State of Nevada may join or use the contracts of local governments located within or outside this State with the authorization of the contracting vendor. In the event the Company allows another governmental entity to join the Contract, it is expressly understood that the City shall in no way be liable for the obligations of the joining governmental entity.

**E-31 Certification – No Israel Boycott [CAO-4/2020]**

*(Applicable to contracts with an estimated annual amount over \$100,000)*

By signing this Contract, the Company certifies that it is not engaged in, and agrees for the duration of the Contract not to engage in, a boycott of the State of Israel per NRS 332.065.

"Boycott of Israel" means refusing to deal or conduct business with, abstaining from dealing or conducting business with, terminating business or business activities with or performing any other action that is intended to limit commercial relations with Israel; or a person or entity doing business in Israel or in territories controlled by Israel, if such an action is taken in a manner that discriminates on the basis of nationality, national origin or religion. It does not include an action which is based on a bona fide business or economic reason; is taken pursuant to a boycott against a public entity of Israel if the boycott is applied in a nondiscriminatory manner; or is taken in compliance with or adherence to calls for a boycott of Israel if that action is authorized in 50 U.S.C. § 4607 or any other federal or state law.

“Company” means any domestic or foreign sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited-liability partnership, limited-liability company, or other domestic or foreign entity or business association, including, without limitation, any wholly owned subsidiary, majority owned subsidiary, parent company or affiliate of such an entity or business association, that exists for the purpose of making a profit.

A violation of this Section by Company shall be considered an incurable Event of Default of this Contract, thereby allowing the City to immediately terminate this Contract upon giving Legal Notice to Company.

**E-32 Counterpart Signatures [CAO-08/11/2022]**

This Contract may be executed in counterparts. All such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

The parties agree that this Contract may be signed electronically via the City’s designated electronic signature platform, and that the electronic signatures appearing herein shall be considered the same as handwritten signatures for the purposes of validity, admissibility, and enforceability.

**E-33 Miscellaneous [CAO-4/2020]**

- (a) In the event of a dispute under this Contract which results in litigation or other formal dispute resolution proceedings, the prevailing party shall be entitled to reimbursement of its or their actual reasonable attorney’s fees and costs in connection with such proceeding.
- (b) Time is of the essence of the Contract and each of its provisions.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized representatives.

**CITY OF LAS VEGAS**

**PAR-3 LANDSCAPE & MAINTENANCE, INC.**

\_\_\_\_\_  
Signature Date

6/11/2024 | 9:43 AM PDT  
\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed Name

Kam Brian  
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

CEO  
\_\_\_\_\_  
Title

**ATTEST:**

\_\_\_\_\_  
LuAnn D, Holmes, MMC Date  
City Clerk

**APPROVED AS TO FORM:**

6/8/2024 | 6:46 AM PDT  
\_\_\_\_\_  
Deputy City Attorney Date

Carmen Gilbert  
\_\_\_\_\_  
Printed Name

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## **EXHIBIT A – GENERAL SCOPE OF WORK (APPLIES TO ALL LOTS)**

### **A.1 Overview**

The City of Las Vegas (hereinafter known as “the City”) is looking for a qualified company to provide landscape and ground maintenance services (hereinafter known as “Services”), including irrigation elements, routine maintenance of hardscapes and sidewalks, and landscape areas and elements for various sites across the City’s jurisdiction (hereinafter known “Work Sites”). Work Sites include but are not limited to medians, right-of-ways, basins, parkways, fire stations, facilities, and parking lots. Descriptions of the Work Sites are provided in Attachment 1 to this Scope of Work, hereby attached and incorporated. Additional reference maps for some, but not all, Work Sites were also available during the Request for Proposal solicitation process, as detailed in the **NGEM Attributes Tab**. Offerors are solely responsible for ensuring they have adequately assessed the Work Sites when submitting their Proposals.

The Successful Offeror (hereinafter known as the “Company”) shall furnish and provide the licensing, personnel, supervision, transportation, equipment, parts, chemicals, and all materials necessary to perform the Services in a manner that will maintain the Work Sites in an attractive, healthy, and usable condition as specified herein. As part of the Services, the Company shall also be responsible for providing landscape repair services. Unless otherwise provided herein, the rates provided shall be fully-burdened all-inclusive rates.

#### **a. Services**

The Services of any resulting Contract and may include the below subsections.

- i. Maintenance Services. Services to include inspection and maintenance of landscaped areas, maintenance of irrigation systems, maintenance of plant material, pruning, identification and removal of undesired plants, trash and debris pickup and disposal, and chemical application. Materials and parts shall be furnished at the expense of the Company at no additional cost to the City.
- ii. Repair Services. Services within normal operations of landscaping but not covered in routine maintenance will be referred to as Repair Services. All replacement parts shall be furnished by the Company. Repair Service shall be subject to hourly rates, plus reimbursement for replacement parts at cost-plus mark-up.
- iii. Emergency Service Calls. An emergency is defined as damage to property, hazards to the health and safety of City residents, staff and/or property. (Example: debris associated with storm activity, or inclement weather etc.). Emergency Service Calls shall be subject to hourly rates, plus reimbursement for replacement parts at cost-plus mark-up.

#### **b. Work Objectives**

The Company shall provide all labor, materials, tools, equipment, transportation, hauling, dumping, fertilizers, insecticides, chemicals and incidentals necessary to perform landscape maintenance work at their own risk and cost. This includes but is not limited to the following:

- i. removing trash, litter, and debris from contracted areas;
- ii. inspecting, maintaining, and repairing irrigation systems;
- iii. inspecting and programming irrigation controllers;
- iv. supplying irrigation parts and materials;
- v. identifying, removing, and controlling weeds;
- vi. application of chemical controls and treatments;
- vii. application of fertilizer;
- viii. identification and removal of dead plants;
- ix. identification and removal of undesired/invasive plants;

- x. pruning plant material;
- xi. mowing, edging and trimming turf grass;
- xii. maintaining clearance and visibility requirements;
- xiii. maintenance of groundcover materials;
- xiv. planting;
- xv. reporting of issues outside contracted scope of work; and
- xvi. other maintenance required to maintain the Work Sites in a safe, attractive and useable condition.

**A.2 Company Responsibilities**

- a. Standard of Conduct. The Company shall be responsible for maintaining satisfactory standards of employee competence, conduct, and integrity and shall be responsible for taking such disciplinary action with respect to its employees, as may be necessary.
- b. The Company is responsible for materials, techniques, and processes fully complying with all applicable federal, state, and local laws, regulations, standards, and ordinances pertaining to health, safety, and environmental protection.
- c. Licensing. The Company shall ensure that all personnel performing work under this Contract possess appropriate licenses or registrations required under state or local law, for the particular Services being performed. The Company shall provide evidence of such licenses or registrations as requested by the City. Failure to maintain such licenses or registrations is considered a material breach and may be subject to termination.
- d. Personnel
  - i. The Company shall furnish personnel who are trained with a minimum of one (1) year experience performing landscape maintenance services and qualified to perform according to the specifications of the Contract; and supervisors who will be responsible for the performance of their personnel.
  - ii. ISA Certified Arborist. The ISA Certified Arborist shall be available for purposes of performing or directly supervising the performance of work on trees. No tree work shall be performed on trees without the presence of an ISA Certified Arborist.
- e. Equipment
  - i. The Company shall provide and maintain adequate levels of equipment in good operational working conditions. The equipment levels should be in sufficient numbers, condition, and capacity to efficiently perform the Services.
  - ii. All trucks, tools, trailers and equipment used shall have the proper licenses and permits required and all workers must be properly trained and licensed to operate that equipment.

**A.3 Service Locations**

Services are anticipated to be used City-wide at various locations. While the requirements of the General Scope of Work apply to all Work Sites, there may be additional guidance and site-specific requirements as shown in Exhibits A-1 through A-6, attached hereby and incorporated.

In the event of a conflict between the specific language set forth in the Work Site Specific Requirements and the General Scope of Work, the Work Site Specific Requirements shall prevail and take precedence followed by the General Scope of Work, in that order.

DOCUMENT	DESCRIPTION	LOT
EXHIBIT A	GENERAL SCOPE OF WORK	APPLIES TO <u>ALL LOTS</u>

EXHIBIT A-1	WORK SITE SPECIFIC REQUIREMENTS	MEDIANS & STREETS ( <u>LOT 1</u> )
EXHIBIT A-2	WORK SITE SPECIFIC REQUIREMENTS	ALTA DRIVE ( <u>LOT 2</u> )
ATTACHMENT 1	DESCRIPTIONS OF CITY WORK SITES & LOTS	

**A.4 Meetings**

- a. Pre-Award Conference. After the Recommendation to Award, but prior to Notice of Award, the Company and the City shall schedule a Pre-Award Conference to discuss and clarify the Work Schedule Submittal requirements and any other details of concern regarding the Contract performance requirements. Attendance is required. Failure to attend the conference and provide required Work Schedule Submittal may be considered grounds for rescinding the award.
- b. Work Schedule Submittal. No later than seven (7) calendar days after Pre-Award Conference, the Company shall furnish a Work Schedule as discussed in the Pre-Award Conference. The Work Schedule shall be used by the Company to plan, execute, and coordinate all future work in an orderly and expeditious manner. The Work Schedule is anticipated to be used by the City to evaluate progress and status at the various stages and intended to be a living document that is continuously updated by Company and sent electronically to the City Representative as needed and applicable. Any modification to the Work Schedule due to changing circumstances to be presented and addressed at the Project Meetings as detailed in the below subsection.
- c. Post Award Conference. The Work Schedule and other pending documentation and concerns are to be finalized at the Post Award Conference along with the scheduling of a Site Survey.
  - i. Site Survey. An initial site survey is to be performed by the Company of all Work Sites within ninety (90) days of Contract Award Date to address any existing deficiencies. During the Site Survey, the Company is to inspect the condition of the Work Site(s) and irrigation systems to assess any current deficiencies make any service recommendations, and revise the Work Schedule accordingly. Any deficiencies and recommendations shall be submitted to the City Representative and include (i) description of service to be provided at *each* site, (ii) number of hours estimated to the complete the service(s), (iii) and the total cost of the service(s) for the Work Site(s). After review of the initial site survey, the City reserves the right to move forward with all or a portion of the service recommendations.
- d. Progress Meetings. Within fifteen (15) days after the Award Date, the City Representative and the Company Representative will schedule recurring Project Meetings to cover Contract performance issues. Unless otherwise agreed to in writing by the City Representative(s) for the Work Site(s), these meetings will be held on a monthly basis throughout the performance of the Contract.
- e. Status Report. The Company shall provide on a weekly basis a report (herein known as the “Status Report”) through the City’s designated software system and shall include the following information:
  - i. work completed, the location of the work completed, the crew responsible for the work, and the hours worked at the location;
  - ii. issues detected outside scope of Maintenance Services;
  - iii. summary of all loss, theft, or vandalism detected in the previous month;
  - iv. any unsafe and hazardous conditions at the Work Sites;
  - v. summary of all insect or animals encounters in the previous month;
  - vi. summary of irrigation repairs conducted in the previous month; and
  - vii. any additional concerns considered necessary to report to the City Representative.

The Status Report does not relieve the Company from immediately reporting to the City Representative any urgent, emergency, or hazardous issues. This includes but is not limited to stress, disease, infestations, unsafe conditions or hazards of which correction cannot be made by or may not be the responsibility of the Company. Both a notification to the City Representative *and* inclusion in the Status Report is required of the aforementioned issues.

**A.5 Supervision and Staffing**

- a. The Company will supervise and direct all Services. The Company shall be solely responsible for all means, methods, techniques, sequences and procedures, and for coordinating all portions of Services under the Contract. The Company shall assign a Company Representative to report to the City Representative on a monthly basis to discuss issues and concerns.
- b. At all times, crews will include at least one (1) person that can speak and understand English.
- c. The Company shall have a cellular phone for onsite and offsite communication in order to communicate with the City Representative.
- d. The Company's staff shall wear appropriate uniforms at all times while on premises and be easily identifiable.
- e. Subcontractors
  - i. Any proposed subcontractor shall meet all the Contract requirements for the scope of Services to be provided. The Company must provide the subcontractor's company name, address, description of the work to be provided, and any other due diligence items requested by the City, including but not limited to, proof of licensing, training, and other documentation for approval consideration.
  - ii. No subcontractor or other assignment shall be made without prior written consent of the City. The City reserves the right to reject any subcontractor. Approval of the subcontractor by the City does not relieve the Company of any obligations to the City by the Company under the Contract.
  - iii. The Company is responsible for supervising and inspecting any work performed by the subcontractor.
  - iv. The Company is responsible for paying any subcontractor providing services in connection with the Contract in a timely manner.
- f. Employment of Unauthorized Aliens. In accordance with the Immigration Reform and Control Act of 1986, the Company agrees that they will not employ unauthorized aliens in the performance of this Contract.

**A.6 General Workmanship**

- a. All Work Sites shall be maintained in aesthetic manner, free of debris, dead or undesired plant material, weeds, exposed or malfunctioning irrigation, depressions, hazards, exposed native soil or any other item or condition not intended in a manicured landscape. All walks, drives, roads, and open space areas will be free of any loose materials, trash, or debris at the end of each maintenance day at the Work Site(s).
- b. The Company shall maintain all plant material in good condition within accepted horticultural standards for growth, color, and appearance.
- c. All Services shall be performed in a skilled, professional, and workmanlike manner using quality equipment and techniques.
- d. No activity shall be carried out in a manner that will disrupt, inconvenience, or endanger any member of the public, neither pedestrian nor vehicular.
- e. Site Disturbance. Company shall is prohibited from doing any of the following that may cause a disturbance at the Work Site(s):
  - i. park or drive vehicles in landscaped areas, medians, or sidewalks;
  - ii. drive or park vehicles on lawn or groundcover areas under the drip line of trees; or
  - iii. operate mechanical digging or trenching equipment on lawn or groundcover areas beneath the drip line of trees.

**A.7 Responsibility for Risk of Loss or Damage**

- a. The Company shall at all times conduct all operations under the Contract in a manner as to avoid the risk of loss, theft, or damage by vandalism, sabotage or other means to any property. Company shall promptly take all reasonable precautions, which are necessary and adequate, against any conditions which involve a risk of loss, theft or damage to its property, City property, and the Work Site(s).
- b. Company shall continuously inspect all its work, materials, and equipment and facilities to discover and determine any such conditions and shall be solely responsible for discovery, determination, and correction of any such conditions.
- c. The Company is responsible for all physical damage to the property, caused by their workmanship, including plants, turf, structures, fixtures, and irrigation components; and agrees to pay for repair or replacement of all damaged property immediately.
  - i. All portions of existing facilities, including irrigation systems, plant material and hardscape, which are damaged or altered in any way, as a result of the performance of work under this Scope of Work during the term of the Contract, shall be repaired and replaced in-kind and in an approved manner. All work of this kind shall be performed by the Company at no additional cost to the City, and shall be as indicated by the City's City Representative. Repairs to facilities shall be made immediately after damage or alternation occurs, unless otherwise instructed.
  - ii. Any damage to private or public property as a result of the Company shall be repaired within the time limit listed on the Correction Time Limit Schedule by the Company. If the repair is not instituted or completed within that time, or completed satisfactorily, the City reserves the right to make the necessary repairs and deduct these costs from any money due to the Company.
  - iii. The Company shall provide ramps or other devices to gain access over the curb to all turfed medians. The curb or turf areas shall not be damaged due to gaining access and, if damaged, will be replaced at the Company's expense.
- d. The Company shall be responsible for any damage to trees, shrubs, groundcover and plant materials as a result of Company's error, negligence or failure to perform to contract Scope of Work including, but not limited to, the following:
  - i. plants that decline, suffer or are made unacceptable from pruning practices;
  - ii. root shock;
  - iii. lack of care;
  - iv. insufficient or excessive water;
  - v. inappropriate use of pesticide or chemicals; and
  - vi. improper procedures or the failure to take normal precaution to control insects, pests, or diseases.

If plants, shrubs, trees or grass die due to apparent error, neglect, or failure to perform Services by the Company, as determined by the City Representative, they shall be replaced at the Company's expense. The Company shall not be responsible for plant material lost due to natural life cycles, extreme temperatures, high winds, vehicle accidents, vandalism, or irrigation failures resulting from previously existing conditions in the irrigations systems at the time Work Sites are turned over to the Company for Services under this Contract.

**A.8 Safety and Security Requirements**

- a. General Public Safety Requirements
  - i. All operations will be conducted so as to provide maximum safety for the public and minimize disruption to the public. The Company shall also follow all City noise ordinances.

- ii. The Company shall be responsible for notifying the City of encampments of unhoused individuals on Work Sites. The Company shall only be responsible for notifying the City, the City will be responsible for appropriately addressing any potential issues.
  - iii. The City shall be notified immediately of any unusual, hazardous or vandalized conditions at the Work Sites, including but not limited to broken streetlights, damaged road signs, fallen or hanging tree branches, broken, lifted or depressed sidewalk panels or tree grates, or any item that creates a potential hazard. In agreeing to provide the City with such notice, the Company shall not incur any liability for failure to notify, nor incur any liability for damages resulting from hazardous conditions that fall outside of the landscape maintenance scope of work.
  - iv. The Company shall immediately correct any unsafe conditions at Work Sites including trip hazards, exposed or damaged materials, unsecure materials or elements, depressions, and other issue construed as a hazard or issue that falls within the landscape maintenance scope of work. If correction cannot be made, the Company shall immediately report the issue to the City Representative in writing by email.
  - v. Insect or animals encountered on the Work Sites shall be reported to the City.
  - vi. Plant materials shall be pruned so that all traffic control signs are clearly visible to approaching vehicles.
  - vii. Plant material shall not obstruct pedestrian or vehicular travel or visibility. Plant material adjacent to roadway intersections shall be pruned or removed upon approval to provide adequate sight distance for vehicles entering the intersection.
- b. Company Safety Requirements
- i. The Company and its employees shall exercise safe industry work practices. All Services shall be in compliance with appropriate OSHA, federal, state, county, and local laws, ordinances and regulations.
  - ii. All equipment of the Company shall be in good working condition and shall conform to required safety standards.
  - iii. *Personal Safety.* The Company shall take all reasonable precautions for the safety of all employees on the work and all other persons who may be affected thereby. The Company shall provide to all members performing the work the appropriate personal protective equipment that includes but may not be limited to the following:
    - 1. Hard hats (only where a clear overhead danger exists)
    - 2. Hearing protection
    - 3. Steel toed boots
    - 4. Long sleeve shirt
    - 5. Long pants
    - 6. Safety glasses/goggles
    - 7. Gloves
    - 8. Class 2 green retro reflective vests for daytime work
    - 9. Class 3 green retro reflective vests for nighttime work
  - iv. Steel toed shoes and ANSI approved safety glasses must be worn at all times at the Work Sites.
  - v. *Asbestos or ICB Exposure.* Except as otherwise stated in the Contract, if the Company encounters on the Work Site material reasonably believed to be asbestos, lead or polychlorinated biphenyl (PCB), the Company shall immediately stop work in the area affected and give notice of the condition to the City Representative. Work in the affected area shall not be resumed without written direction by the City Representative.

- c. **Safety Programs.** The Company shall have a Workplace Safety Program that meets the requirements of NRS 618 and a Hazard Communication Program that meets the requirements of 29 CFR 1910. All chemicals and pesticides used shall be used in strict conformance with the manufacturer's instructions as they appear on the label and comply with Environmental Protection Agency (EPA) regulations. As part of these programs, the Company shall (i) have Environmental Protection Agency registration and be approved by the State of Nevada Agricultural Department, as applicable, and (ii) have available all Safety Data Sheets (SDS) for any chemicals being utilized for the Services. SDS sheets for all chemicals used at any Work Site will be provided by the Company pursuant to the Contract terms.
- d. **Traffic Control and Barricading Plan**
- i. The Company shall have a Work Zone Barricading Plan that meets the requirements of the latest edition of the Manual for Uniform Traffic Control Devices and have such plan reviewed and approved as required by the City's Traffic Engineer. Such plans may require additional approval from the Nevada Department of Transportation, as applicable. The Company shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with this work. The Company shall comply with all applicable laws, rules, regulations, and lawful orders of any public authority bearing on the safety of persons or property from damage, injury or loss.
  - ii. It shall be the responsibility of the Company to provide, erect, maintain and remove all necessary signs, barricades, high level warning devices, lights, delineators, flag men, and other necessary means to properly mark and control the proposed work areas for the safe and efficient movement of traffic. Temporary traffic control warning signs and devices shall be installed prior to the start of any Services. The Company shall provide such other adequate devices or measures deemed necessary by the City Representative.
  - iii. All temporary traffic control devices shall be ballast with sandbags or other approved methods when necessary or at the direction of the City Representative. The amount of sandbags used shall be enough to provide adequate safety for the traveling public.
  - iv. The Company shall maintain or relocate all existing signal indications, warning, regulatory and guide signs. They shall be kept erected, clean and in full view of the intended traffic at all times. Portable signs should be used of supplement blocked or removed signs. All unnecessary traffic control device/signs shall be covered or removed and stored when not in use.
  - v. The Company is responsible for all costs incurred in replacing lost or damaged traffic signs.
  - vi. Rope, fluffing, fencing, and woven plastic tape may be required at open excavations and/or used between barricades and channeling devices to provide additional guidance and security.
  - vii. At the end of each day's work and at other times when operations are suspended for any reason, the Company shall remove all equipment, debris and other obstructions from that portion of the roadway open for use by public traffic.
  - viii. **Attenuator/Arrow Board.** High speed multi-lane roadways of 45 M.P.H. and above requires an attenuator, or if work is performed within 15 feet of the right-of-way. On roadways of 35 M.P.H or greater an arrow board must be utilized.
- e. **Security.** The Company shall cooperate with City on all security matters and shall promptly comply with any security requirements established by City. Such compliance with these security requirements shall not relieve Company of its responsibility for maintaining proper security, nor shall it be construed as limiting in any manner Company's obligation to undertake reasonable action as required to establish and maintain secure conditions at the Work Site. The Company shall prepare and maintain accurate reports of incidents of loss, theft or vandalism and shall furnish these reports to the City in a timely manner.

#### **A.9 Authorization to Commence Work**

For any Services outside of the approved Work Schedule, the City shall review and authorize the Company to commence work and the Company shall obtain prior authorization from the City Representative to proceed as described below.

- a. **Irrigation System Schedules.** The City must approve in advance of turning on, repairing, turning off, or any other type of operation to the irrigation systems. The City shall also review and authorize changing watering

schedules as recommended by the Company. Watering schedules shall not be altered from the prescribed intervals and run times without first receiving written authorization from the City.

- b. Irritation System Repairs. The Company to make repairs to all damaged landscaping irrigation caused by accidents, vandalism and replace parts when required. All replacement parts shall be furnished by the Company. Prior to the start of any work, City authorization is required.
- c. Corrective Action for Landscape Maintenance. The City shall review any recommendations made by the Company. Prior to the start of any work, the City shall authorize the Company to take the recommended corrective action.
- d. Tree and Shrub Maintenance. The City shall review and approve tree planting methodology, tree staking materials and methodology, and tree and shrub pruning methodology.
- e. Chemical Use. The City reserves the right to review, evaluate, inspect, and approve or deny the use of any chemicals, herbicides, pesticides, insecticides, fertilizer, and other chemicals for use in the performance of this Contract. The City Representative shall review and approve the Company's list of chemicals.

**A.10 Temporary Suspension**

The City may, with or without cause, order the Company verbally or in writing to suspend, delay, or interrupt the performance of Services, in whole or in part, for such period of time as the City may determine.

**A.11 Transition**

If applicable, at the full expiration of the Contract and when Services are under a new contract with, including a new supplier, the Company shall work with the new supplier for an orderly transition to any new contract.

**A.12 End of Contract Conditions**

During the last sixty (60) days of the Contract, the City and the Company will make a final inspection to determine the condition of all landscape areas. Items found to be improperly maintained by the Company will be listed and evaluated by the City. The Company must make critical repairs of improperly maintained area within fourteen (14) calendar days or the City will arrange for repairs to be made and the costs for making repairs may be deducted from final payment to the Company. The same will apply even if the Company has been awarded the new contract for the Work Sites.

**OVERALL MAINTENANCE REQUIREMENTS**

**A.13 Irrigation Maintenance**

- a. Irrigation System Maintenance - The Company shall maintain all irrigation systems in an operable condition at all times. The Company shall be responsible for all irrigation parts and materials, proper functioning and repair of all of parts of the irrigation system downstream from the backflow preventer or PVB. This includes but is not limited to stand-alone and remote control valves, wiring, pipes, sprinkler heads, drip irrigation equipment, boxes, hose bibs, and quick couplers. The Company shall not be responsible for the irrigation clock/controller or water meter assembly except if Company's operations cause damage to these items.
  - i. The Company shall repair, replace, or adjust all sprinkler heads to maintain proper and uniform water application. The Company will adhere to all state and local regulations accordingly.
  - ii. All sprinkler part replacements are to be made with original type material or better; the City Representative shall approve all substitutes.
  - iii. Repair or replacement of equipment damaged as a result of Company's negligence shall be replaced at the Company's expense even if repairs are outside of the scope described in above. This includes, but is not limited to, damage incurred by mowing practices.
  - iv. All irrigation repairs shall be made prior to the next irrigation cycle.

b. Irrigation Programming

- i. Seasonal irrigation programming is the responsibility of the Company.
- ii. Drip irrigation shall be programmed to run during daytime hours.
- iii. Drip irrigation shall be programmed based on the emitters GPH rating.
  - a. Systems comprised of 1 GPH emitters shall run for 90 minutes.
  - b. Systems comprised of 2 GPH emitters shall run for 45 minutes.
- iv. Bubbler emitters shall be converted to emitters with regulated flow.
- v. If run off occurs – system shall be programmed to a cycle-soak to achieve the full length run.
- vi. Number of irrigation runs per week:
  - Winter (November - February) – 1
  - Spring/Fall (March - April / September - October) – 2
  - Summer (May - August) – 3

These numbers apply to established landscapes and may be altered for newly installed landscapes and trees.

- vii. Recommendations for alterations to irrigation schedules on individual sites may be submitted by the Company for review or requested by the City Representative.

c. Special Irrigation Requirements

- i. When wind conditions are such as to create inadequate or unbalanced irrigation coverage, overhead watering of turf grass shall be temporarily delayed or done by other methods as required to provide even coverage of irrigated areas. At no time shall lawn areas be allowed to brown out.
  - ii. At no time shall operation of the irrigation system be allowed to create a safety hazard or nuisance. Over-spray onto paved surfaces or roadways or automobiles is unacceptable. Over-spray onto walkways should be minimized and only allowed as needed to adequately water the turf that adjoins the walkway edges.
- d. A comprehensive testing and check of all irrigation systems shall be made approximately thirty (30) days prior to the end of the Contract and any repairs deemed the responsibility of the Company shall be made by the Company prior to the end of the Contract. If the Company fails to make repairs to the satisfaction of the City, deductions shall be made from the Contract payment in the amount to cover the cost to eliminate the discrepancies, as determined by the City Representative.

**A.14 Lawn and Field Maintenance**

- a. Prior to mowing, the area shall be cleaned and free of all debris. This includes, but is not limited to, paper, stones, bottles, and miscellaneous litter.
- b. Mowing of lawn areas shall be conducted in a neat, orderly manner using appropriate equipment, which is clean, sharp, and well maintained. When mowing all grass clippings are to be picked up unless Company is equipped with mulching-mowers. Company shall remove all clippings, trimmings, scrap, litter or debris before leaving Work Site(s).
- c. Mow lawns to 3" high May through September, 2 ½" high April and October, and 2" high January through March and November through December.
- d. When mowing of lawns occurs, trim all turf edges adjacent to headers, sidewalks, roadways, curbs and walls, etc., to maintain a clean, crisp edge. Immediately dispose of clippings offsite at a legal dumpsite. Edging shall be accomplished by using a steel edger type power edger.

- e. Each spring when the low temperature reaches 60 degrees Fahrenheit, lawns shall be aerated, over-seeded with fescue and top-dressed with a sand/compost mix. Top dressing not to exceed ¼". Seed and top dress materials shall be submitted for approval *prior* to application.
- f. All turf grass shall be dethatched quarterly and aerated two (2) times per year, in the spring (March or April) and late summer (August or September).
- g. Trees in turf grass areas shall be maintained with a circular mulch 'donut' 8' in diameter. Natural wood chip mulch shall be maintained at a depth of 4". Mulch shall not be placed against the trunk of the tree.
- h. Dead or worn down areas of turf shall be patched with sod.
- i. Turf to be fertilized with Clarus Pro 16-2-3 or approved equal three (3) times annually on or within a week of April 15th, Sept 1st and Nov 30th.

#### **A.15 Plant Material Maintenance**

- a. Upon City request, new plantings to be installed for flats of annual color, 4 " pots, 1 gal., 5 gal., 15 gal., and 24 inch box size plants. City will provide landscape material to be planted by Company within twenty-four (24) hours of receipt of materials.
- b. The Company shall control all insects, diseases, and other like pests as necessary to maintain a healthy environment for plant growth. The Company shall immediately notify the City of any disease or pest infestation that may result in the destruction of plant material. In the event the disease or pest infestation resulted from improper plant maintenance, the Company will be responsible for all plant material and labor cost required to restore area to its original condition.
- c. The Company will not be responsible for damage caused by City employees, acts of vandalism, or causes beyond the control of the Company, and will immediately notify the City Representative of any badly stressed or damaged plant material as a result of the aforementioned. The City will provide replacement plant material at no cost to the Company, and the Company shall replace plant material damaged or destroyed.
- d. Except for emergency removal, no shrubs shall be removed without prior direction or approval of the City Representative. Shrubs badly damaged and in need of replacement shall be brought to the attention of the City Representative.

#### **A.16 Other Landscape Maintenance**

- a. All pruning methodology shall be approved by the City Representative. Pruning methodology may vary between Work Site(s).
  - i. All pruning tools shall be sharp, clean and sterilized with a 50/50 bleach solution.
  - ii. Pruning shears or hedgers, gas-powered or otherwise, are not permitted for use without written approval from the City.
- b. Shrubs shall be maintained in a natural appearance by pruning to promote the plant's natural character. Shearing is not accepted practice. Pruning shall be performed with bypass pruners or saws. Shrub pruning shall be accomplished between the months of December and March unless otherwise directed by the City Representative.
- c. Mediterranean Fan palms (*Chamaerops humilis*) shall be pruned to remove fruit, dead fronds, basal sprouts ("pups") and maintain 12-18" of ground clearance. Pruning shall be accomplished after seasonal fruit production and as required.
- d. Regenerative pruning of large shrubs (i.e. *Leucophyllum* spp.) shall be performed with bypass pruners or saws to reduce the stems to 18-24" in height. This pruning shall be conducted on intervals; pruning the largest 1/3 of the total shrubs each year.
- e. Evergreen shrubs whose mature height is below 32" shall not be pruned except for pedestrian or vehicular clearance.

- f. Perennial plants shall be pruned to remove dead stems and foliage. (i.e. *Lantana* sp., *Tecoma* sp., ornamental grass )
- g. Pruning of accent plant material shall be limited to the removal of dead material. (i.e. spent flower stalks)
- h. Remove all dead or damaged branches back to an appropriate side branch or trunk. Pruning cuts in trees shall be made with hand saws or bypass hand pruners. Torn or damaged bark, flush cuts, and stub cuts are considered unacceptable workmanship.
- i. Median trees that are pruned shall retain a canopy/exposed trunk ratio of no less than 2/3 leaved canopy to 1/3 exposed trunk. Do not lion-tail trees, remove small interior branches, or thin out interior limbs of trees. Shoots originating from the trunk flare or base of the tree, suckers, shall be removed.
- j. A pedestrian clearance of 8' shall be maintained on mature street trees. Juvenile trees whose branches can be retained within the 5' width of the planting strip shall be maintained with lower branches.
- k. Trees shall be maintained in an upright orientation. Leaning trees shall be staked using 3" lodge poles and ArborTie or approved equal. Knots shall not restrict tree growth.
- l. Dead plants shall be removed in their entirety, including stumps, trunks and visible roots.
- m. Application of an iron chelate fertilizer or other micronutrients shall be made as needed throughout the year to maintain a healthy, vigorous growth and foliage.
- n. All shrub bed areas shall be raked and blown out as necessary to remove litter and debris to maintain a constant appearance standard.
- o. Growth of woody plants shall be encouraged except where it interferes with circulation, maintenance activities, roadways, drainage facilities, fence lines or other structures. These plants shall be pruned or recommended for removal where appropriate. Dead branches of plants shall be removed regularly.

#### **A.17 Weed Management**

- a. All landscapes shall be kept free of undesired and invasive plants and weeds. Weeds shall be removed upon appearance and weeding to be done as needed to keep Work Site areas weed-free. Weeds shall be controlled and not allowed to reach an objectionable height, as determined by the City Representative.
  - i. Noxious Weeds and Invasive Plants. These plants include, but are not limited to, green fountain grass (*Pennisetum setaceum*), fan palm (*Washingtonia* sp.), salt cedar (*Tamarix* sp.), desert broom/coyote bush (*Baccharis* sp.), Bermuda grass (*Cynodon* sp.). All invasive plants shall be removed in their entirety.
- b. The Company to control weeds as required through cultivation or the use of City approved pre-emergent herbicides and selective systemic herbicides. A pre-emergent herbicide may be used where appropriate in shrub and ground cover beds to inhibit weed growth. Weeds not killed with herbicides or dead standing weeds determined to be unsightly by the City Representative shall be removed manually.
  - i. Bermuda grass shall be controlled by chemical means.
    - i. Crabgrass to be controlled by application of City-approved pre-emergent herbicides prior to annual crabgrass germination period. If infestation has already occurred, apply a City approved selective post-emergent herbicide as soon as possible.
  - ii. Broadleaf Weeds to be controlled with City-approved herbicides.
- c. In addition to the above section requirements, all Work Site(s) areas and surfaces shall be kept free of intruding grasses and weeds with chemical application pursuant to the below.

i. Non-Turf Areas: Pre-Emergent Herbicide Application

The Company shall apply Dow Elanco brand Surflan or approved alternate to all non-turf and open areas per label instructions for long term (6-8 month) control: one fall application (October 15- November 15) and one spring application (February 15- March 15). Before application areas must be free from weeds. Schedule of Surflan applications must be submitted to City at least five (5) workdays prior to application. City Representative may approve alternatives in writing. Gallery is an approved alternative as of the execution of this Contract and included in pricing. This is subject to change as mutually agreed by the parties.

ii. Non-Turf Areas: Post- Emergent Weed Control

All weeds to be controlled by chemical means before reaching three (3) inch high. Weeds are not to be controlled by mechanical means (hoeing).

1. *Summer.* Dicots to be controlled by the use of Monsanto brand Roundup herbicide or City approved alternate, per label instruction. Monocots to be controlled by the use of POAST or FUSILLADE or City approved alternate as per label instruction.
2. *Winter.* Weeds to be controlled by the use of Target brand "Weed Boomer" herbicide or City approved alternate per label instruction.

iii. Turf Areas: Pre-Emergent Weed Control

1. The Company shall apply City-approved pre-emergent herbicide to all turf areas per label instruction for long-term control: One spring application (no later than February 28), and one fall application (no later than October 31).
2. A schedule of application must be submitted to the City at least five (5) working days prior to application.

iv. Turf Areas: Post-Emergent Weed Control. During summer and winter, monocots to be controlled with MSMA in conjunction with a Surfactant (kinetic brand surfactant is strongly recommended).

- d. No soil sterilants of any type shall be used.
- e. Groundcover must be protected from damage during removal of weeds.
- f. The Company, at its expense, shall replace plants killed by weeds and chemicals.

**A.18 Cleaning & Waste Disposal**

- a. The Company is responsible for removing and disposing from Work Sites all waste and trash. This includes emptying trash receptacles at the Work Sites and waste and trash generated that day by the Company in providing the Services, and shall not use existing City trash containers to dispose of waste and trash. The Company must supply its own liners and bags as needed at its own cost, including replacing dog bags where applicable.
- b. All debris and any other matter removed from Work Site(s) shall be disposed of in compliance with federal, state, county and city laws. The Company is solely responsible for any disposal fees (dumping charges). All empty service and material containers of pesticide and fertilizer products shall be rinsed out and disabled in accordance with label instruction to prevent reuse prior to disposal.
- c. The Company shall remove all foreign material including leaves, trash, weeds, papers, can bottles, dead plants, etc., on the Work Site(s) on sight. Any paper, weeds, cans, or other litter found in ground cover/shrub beds shall all be removed. Each Work Site(s) will at a minimum be cleaned on a weekly basis, which may be accomplished during inspections.
- d. The Company will clean sidewalks, roadways, and any other areas littered or soiled by their maintenance operations. Any spills of gasoline, oils, fertilizer or toxic material shall be immediately and properly mitigated. The City Representative shall be notified.

- e. The Company must pressure wash Work Site(s) on a monthly schedule as indicated in Section A-20, Maintenance Schedule, and Attachment 1, unless otherwise indicated by the City Representative.
- f. In the event of Company's failure to comply with the foregoing, the same may be accomplished by City and the cost for such clean-up may be withheld from any payments due to the Company.

**A.19 Inspections**

- a. The Company shall perform maintenance inspections once a week, during each week's service to the Work Site. Inspections must be performed during daylight hours at Work Site(s). Such inspection shall be visual and include every facet of maintenance and operations outlined in this Scope of Work including, but not limited the following:
  - i. inspection of the site condition, immediate and upcoming maintenance needs, irrigation issues and distribution; and
  - ii. inspection on all plants, shrubs, trees, and grass areas for relative health condition, maintenance needs and signs or symptoms of a disease or insect infestation.
- b. The Company is responsible to notify the City Representative of any additional maintenance needs immediately upon identification of the issue.
  - i. The Company shall immediately notify the City Representative should plant stress or indications of a disease or infestation be found and shall present a course of remediation for approval.
  - ii. Repair Services must be approved by the City Representative prior to performing the Services. The Company shall provide for approval a cost proposal prior to any repair work and/or additional unassigned work can commence and must include all labor, materials and equipment cost and a not-to-exceed total.
- c. Irrigation Inspection. Company shall provide all labor and equipment necessary for the inspection of all irrigation systems. It is the responsibility of the Company to visually inspect the irrigation system is in working order by operating all control valves from the irrigation clock or controller and inspecting for valve actuation, proper coverage, leaks, non-functioning emitters or spray heads and other operational conditions. To maintain effective coverage all irrigation systems shall be inspected once annually. This annual irrigation system wet check shall be documented and the valve shall be affixed with a locking tag to indicate a successful inspection. Each year the locking tag shall be a unique and distinct color and the previous year's tag shall be removed. A wet check shall consist of a thorough inspection of the complete coverage area of each valve. The Company shall be responsible for the proper operation of the system at all times and shall provide for repairs as they occur or are reported. Clocks shall be inspected every 3 months for power and proper functioning and shall be documented on a sheet to be left with the clock. Inspections will take place in Feb, May, August and November.
- d. The Company shall be responsible for notifying the City of graffiti at any of the Work Site(s). The City will be responsible for all graffiti removal.
- e. The City will serve as an inspector to oversee adherence to the Contract, ensure adequacy of maintenance, and to assist in resolving problems as they occur. The City will inspect twice (2) per month.
- f. Corrections. The City Representative will communicate a notice to correct deficiencies to the Company. The Company is required to respond and make corrective action within the times specified below, unless written extensions of time have been authorized. The Company will email back to the City Representative a notice of confirmation once the corrective action has been completed.

CORRECTION TIME LIMIT SCHEDULE		
	Correction Type	Response Time
1.	Irrigation Repair and Maintenance	4 Hours
2.	Weed Control	3 Working Days
3.	Turf Mowing/Fertilization	2 Working Days

4.	Cleaning	1 Working Day
5.	Pest Control	3 Working Days
6.	Pruning - Shrub and Tree Maintenance	2 Working Days
7.	Visual Obstructions	4 Hours
8.	Seeding	5 Working Days
9.	Replanting	10 Working Days
10.	Dead Plant Removal	2 Working Days
11.	Improper Irrigation	4 Hours
12.	Flooding in Streets	4 Hours
13.	Damage to Property	3 Working Days
14.	Course Remediation for Correction of Plant Stress, Disease, or Infestation	3 Working Days

**A.20 Maintenance Schedule**

The following work will be scheduled per the time intervals specified herein:

MAINTENANCE SCHEDULE		
No.	Description of Work	Time Limit Schedule
1.	Irrigation System Wet Check	Annually (Dec-March) or upon request
2.	Clock – Inspection of Power/Operation	Every 3 months (Feb, May, August, November)
3.	Stand-Alone Clock – Battery Replacement	Every 3 months (Feb, May, August, November)
4.	Maintenance Inspections	Once (1) per week
5.	Cleaning of Trash	Once (1) per week
6.	Mowing	Once (1) per week or as needed
7.	Turf Aerated	Twice (2) per year (Spring And Late Summer)
8.	Turf Dethatching	Every 3 months
9.	Pruning of Shrubs	Annually (Dec-March) or upon request
10.	Pressure Wash Hardscape	Monthly (select Work Site(s) only)
11.	Herbicide Application	As specified in Section A.17
12.	Pre-Emergent for Crabgrass	Annually, prior to germination period
13.	Pre-Emergent for Non-Turf Areas	Twice (2) per year, between October 15- November 15 for fall and February 15- March 15 for spring
14.	Pre-Emergent for Turf Areas	Twice (2) per year, no later than October 31 for fall & no later than February 28 for spring

**A.21 Response Times and Emergency Repairs**

- a. Telephone and Emergency On-Call. The Company shall have a local contact person with cell phone available 24-hours a day, 7-days a week. Company must have a phone number for contact within one (1) hour (60

minutes), Monday through Friday, during normal working hours (7:00 a.m. to 5:00 p.m.) and must have an emergency notification system.

- b. Company will provide City with names of persons who can be reached 24-hours a day, 7-day a week, to handle emergency water problems and will furnish emergency, twenty-four (24) hour service, when necessary, to immediately repair damaged or malfunctioning lateral lines and emitters that are causing area flooding. Labor will be reimbursed at the Company's hourly rate. The Company is to respond to City and/or Fire Dispatch calls and repair damages within the following time schedule:

Type	Response Time	Repair Time
Emergencies	1 Hour	4 Hours From Receipt of Call
Damaged Lateral Lines and Emitters	1 Hour	4 Hours From Receipt of Call
Normal Phone Call	1 Hour	Not Applicable

**A.22 Deliverables**

The Company shall provide the following Deliverables in accordance with the following delivery schedule.

Item No.	Description	Delivery Schedule
1	Initial Work Schedule	Seven (7) calendar days after Notice of Award
2	Work Schedule	Monthly (as applicable, Progress Meetings)
3	Status Report	Weekly (Progress Meetings)
4	Progress Meetings	Monthly
5	Irrigation Clock Inspection	Quarterly
6	Wet Check	Once (1) Annually

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**EXHIBIT A-1**  
**WORK SITE SPECIFIC REQUIREMENTS MEDIANS & STREETS (LOT 1)**

**A-1.1 Overview for Medians and Streets**

The Company shall provide the personnel, supervision, equipment and all materials including parts necessary to maintain the landscaping for the City median and street locations listed below in A-1.2.

**A-1.2 Service Location for Medians and Streets**

This Work Site described as Medians and Streets in Attachment 1 will be managed by and the responsibility of the Department Division listed below. The Work Site representative and hours are listed below.

<b>MEDIANS AND STREETS</b>			
<b>WORK HOURS &amp; REQUIREMENTS</b>			
i. The Work Sites are accessible twenty-four (24) hours a day, seven (7) days a week.  ii. The Services may be completed at any time, but may require lane closure or a buffer space. Buffer spaces (lane closures) are required when working in median areas.  iii. On arterial roads such as Sahara Avenue, Charleston Boulevard and Maryland Parkway, the Services may be completed during off-peak hours (11:00 p.m. – 4:00 a.m.) at night or on weekends, for worker safety at the Company’s discretion.  iv. Unless off-peak hour Services are requested or approved by the City Representative, the regular rates shall apply.			
<b>DEPARTMENT: PARKS RECREATION AND CULTURAL AFFAIRS</b>			
<b>DIVISION: PARKS AND GROUND MAINTENANCE</b>			
City Representative	Name: Bradley Daseler	Phone: (702) 229-1067	Email: <a href="mailto:bdaseler@lasvegasnevada.gov">bdaseler@lasvegasnevada.gov</a>

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**EXHIBIT A-2**  
**WORK SITE SPECIFIC REQUIREMENTS ALTA DRIVE (LOT 2)**

**A-2.1 Overview for Alta Drive**

The Landscape Maintenance for Alta Drive includes, but is not be limited to, the maintenance of dry landscaped areas, groundcover, shrubs, trees; renovation of groundcover areas; the pruning of shrubs; providing weed, disease and insect control, operating and maintaining all components of the irrigation system, pursuant to this Scope of Work. The Company shall not work or perform any operations, particularly during periods of inclement weather, which may destroy or damage ground cover or dry landscaped areas.

The Company shall provide the personnel, supervision, equipment and all materials including parts necessary to maintain the landscaping for Alta Drive. The Company shall also be responsible for providing landscape repair services.

**A-2.2 Service Location for Alta Drive**

This Work Site described as Alta Drive in Attachment 1 is part of a Special Improvement District (SID). The Work Site will be managed and be the responsibility of the Department Division listed below. The Work Site representative and hours are listed below. The unique aspects of the SID status require the *pricing for this Work Site to remain firm for the entire term of any subsequent Contract.*

ALTA DRIVE			
WORK HOURS & REQUIREMENTS			
The Work Sites are accessible twenty-four (24) hours a day, seven (7) days a week.			
DEPARTMENT: PUBLIC WORKS			
DIVISION: CITY ENGINEER			
City Representative	Name: Tim Parks	Phone: (702) 229-2178	Email: tparks@lasvegasnevada.gov

**A-2.3 Meetings for Alta Drive**

- a. Work Schedule Submittal. No later than seven (7) calendar days after Pre-Award Conference, the Company shall furnish a Work Schedule as discussed in the Pre-Award Conference. The Work Schedule submittal shall be used by the Company to plan, execute, and coordinate all future work in an orderly and expeditious manner. The Work Schedule is anticipated to be used by the City to evaluate progress and status at the various stages and sent electronically to the City Representative as needed and applicable. The Work Schedule shall be for work performed during each calendar month commencing from Award Date and ending December 30<sup>th</sup> of that calendar year. At the beginning of each subsequent calendar year the Company shall provide a new work schedule. Any modification to the work schedule due to changing circumstances will require approval by the City Representative, prior to implementation. Any modification to the work schedule due to changing circumstances will require approval by the City Representative, prior to implementation. The City reserves the right to alter the schedule for special circumstance with a three (3) day notice.
- b. Post Award Conference. The Work Schedule and other pending documentation and concerns are to be finalized at the Post Award Conference along with the scheduling of a Site Survey.
  - i. Site Survey and Conditions. The Company shall examine the Work Site, determine and verify all existing conditions under which they will be obligated to operate in performing the work. A photographic record will be create and verified with written list of conditions. Any discrepancies in landscape conditions shall be noted and Company shall provide a written quote for work and materials required to resolve discrepancies.

The Company shall verify locations of all underground utilities prior to any underground operation. If any discrepancies occur between plans and site conditions, the Company shall notify the City Representative and adjust location(s) as per his direction prior to proceeding.

#### **A-2.4 Irrigation Maintenance for Alta Drive**

- a. The Company shall be responsible for the programming of irrigation controllers for all irrigation zones, with prior approval of the City Representative. Recommended irrigation schedules shall comply with any regulations in effect by regulatory agencies. Control of all irrigation systems at Sites will be controlled by clocks located at those Sites. The City Representative must approve in advance of turning on, repairing, turning off, or any other type of operation to the irrigation systems.
- b. Company shall provide all labor and equipment necessary for the inspection of the existing plant watering system. All plant watering systems shall be inspected on a weekly basis. Close attention shall be made according to the season and the demands of the plant material influenced by exposure to sun, wind, shade and location in order to minimize plant wilting. Soil probes shall be utilized to check depth of irrigation and to regulate the timing accordingly.
- c. Company will furnish emergency service and initiate repairs pursuant to Section A.21, Response Times and Emergency Repairs, as applicable to immediately repair damaged or malfunctioning lateral lines and emitters that are causing area flooding.
- d. In the event of an extended breakdown (more than two days) of an automatic or manual system by the Company, the Company shall verbally notify the City Representative immediately and confirm this notification in writing. The Company will determine the process or method to be used for the plant watering, in order to maintain plant life until the system is returned to operation. If, in the City Representative's opinion the lack of water, caused by the system shutdown that would cause immediate stress or death of plant material, the Company will water the plants manually at no additional charge. The Company is responsible for the health and condition of all plant material affected by the water system shutdown.
- e. At no time shall operation of the irrigation system be allowed which creates a safety hazard or nuisance over-spray onto paved surfaces or roadways or automobiles. Over-spray onto walkways should be minimized.

#### **A-2.5 Other Landscape Maintenance for Alta Drive**

- a. Shrubs shall be trimmed to maintain a neat appearance and to prevent obstructing views of oncoming traffic. Pruning should be accomplished to maintain an informal appearance without typical topiary shapes. Flowering shrubs shall be pruned following blooming period only. Shrubs shall be inspected for any pest problem, which shall be rectified immediately with material approved prior to use by City Representative

Unless otherwise directed by the City Representative, shrubs shall be pruned and fertilized routinely spring, summer and fall with a water soluble fertilizer similar or equal to Stem's Miracid 32-10-10 or Growmore 32-10-10 an chelated iron and zinc, applied to the Manufacturers' recommendations.

- b. Palms shall be pruned once per year to remove dead fronds and old flower spikes. Avoid over pruning palms by pruning only lower fronds to a point less than 45 degrees from a perpendicular position with the trunk.
- c. The Company shall be responsible for pruning and fertilizing trees within the Work Site. All pruning and fertilization shall comply with the national arboriculture standards as developed by the National Arborist Association and the International Arborist Association and the International Society of Arboriculture. 2. This includes but is not limited to the following:
  - i. utilizing the class II Medium Pruning standards developed by the National Arborist Association;
  - ii. utilize the natural target pruning method, avoiding any stubs or flush cuts;
  - iii. Removing all water sprouts and suckers;
  - iv. pruning to retain the natural shape of the tree, avoiding pollarding techniques or radical pruning;
  - v. pruning deciduous trees following leaf drop, unless warranted by unforeseen circumstances; and
  - vi. not reducing more than one-third of the total area in a single operation.

- d. A pedestrian clearance of 8' shall be maintained on mature street trees. Juvenile trees whose branches can be retained within the 5' width of the planting strip shall be maintained with lower branches.
- e. The City Representative shall review and approve tree staking materials, tree staking methodology, and tree pruning methodology.
  - i. Inspect stakes at least every three (3) months and after high winds (>30 mph) to prevent girdling of trunks or branches, and to prevent rubbing that causes bark wounds. Immediately after wind storms, accompanied by high wind warning notification, Company shall check all contract areas for trees needing re-staking and requiring and begin work to keep trees out of street right-of-ways and sidewalks. Remove existing stakes when trees are strong enough to sustain an upright position after periods of high winds. Bring to the City's attention, trees that do not meet this condition
  - ii. All trees shall be checked routinely for replacement or removal of unnecessary stakes and hose buffers by Company. Nursery stakes, such as bamboo, shall be removed when the tree is planted and staked per City specifications. Company shall be responsible for replacement of trees that are damaged by girdling caused by improper staking or hose buffer adjustment.
- f. With the exception of palm trees, all other trees shall be fertilized twice per year. The first shall be preferably one month prior to leaf emergence for deciduous trees and one month prior to active shoot growth for evergreen trees. The second shall be two months prior to leaf drop or dormancy. Applications shall be made to apply 3 pounds on actual nitrogen per 1000 square feet of root area around the tree per year. Therefore, the total amount of nitrogen shall be made over two applications. Water soluble fertilizer such as Miracid 32-10-10 or Growmore 32-10-10, plus chelated iron and zinc compounds shall be utilized in a dilution rate recommended by the manufacturer. Application should be made in a liquid injection method to the soil utilizing hydraulic sprayer at 100-250 pounds pressure and a soil spear designed for liquid fertilizer. Injection holes should be two to three feet apart and 12 inches deep and extend 2 feet beyond the drip line of the canopy. Palm trees are to be fertilized one time in the spring. Each small Palm will receive one-eighth pound of dry 5-20-10 fertilizer. Each large Palm will receive one-quarter pound of 5-20-10 fertilizer. Dry fertilizer is to be distributed evenly in a circle around base of Palm tree.

#### **A-2.6 Weed Management for Alta Drive**

- a. All areas and surfaces shall be kept free of intruding grasses and weeds. Weeding to be done as needed to keep work site areas weed-free. A pre-emergent herbicide may be used where appropriate in shrub and ground cover beds to inhibit weed growth. Weeds not killed with herbicides or dead standing weeds determined to be unsightly by the City Representative may be removed manually. The Company, at its expense, shall replace plants killed by weeds and chemicals, etc.
- b. The Company must inspect and treat or mechanically remove weeds as necessary from contracted Alta Drive areas. Weeds shall be removed upon appearance but no later than five (5) working days being the longest interval allowable for the presence of visible weeds. Notwithstanding, weeds shall not be allowed to reach an objectionable height, as determined by the City Representative.
  - i. Pre-Emergent Herbicide Application  
The Company shall be responsible for pre-emergent weed control to prevent all weed infestations within shrub areas with the use of pre-emergent herbicides any existing or introduced weeds shall be controlled with post-emergent herbicides. Proper timing, rate of application and product utilized shall be predetermined and mutually agreed upon. Applications shall be reported to the City Representative. Extreme caution shall be exercised at all time to avoid herbicide damage to adjacent plants.
  - ii. Post- Emergent Weed Control  
Chemical application of a post-emergent herbicide may be used in and around area such as planters, areas adjacent to fixtures, trees and sprinkler components. Neat applications of herbicide for trimming shall be followed by mechanical trimming on the process is complete in order to maintain a sharp well defined edge with no unsightly burn or die back in all applications the manufacturer's listed instruction and precautions shall be observed at all times. Existing plants shall be protected from damage at all times. Applications of pre-emergent herbicides for weed control within shrub areas shall be accomplished a minimum of three times per year. All applications shall be timed to maximize the effectiveness of the applications, with weather being the major determining factor. The herbicide Surfian is highly recommended for this purpose.

The first application shall be timed for approximately the first of March for crabgrass/goosegrass and other grass control. The rate of application shall be 2 quarts per acre. A second application shall be timed for approximately the first of May for spurge and other broadleaf weed control. The rate of application shall be 4 quarts per acre. The third application shall be timed for the middle of September to control annual bluegrass and other winter weeds. The rate of application shall be 2 quarts per acre. In all applications, the manufacturer's listed instructions and precautions shall be observed.

#### **A-2.7 Inspections for Alta Drive**

- a. Inspections will include every facet of operations outlined in this Scope of Work. The City Representative, identified in Section A-2.2, will serve as an inspector to (i) oversee adherence to contract, (ii) ensure adequacy of maintenance and, (iii) to assist in resolving problems as they occur. The Company shall perform maintenance inspections once a week during morning hours (7:30 a.m. – 12:00 p.m. PST) of all areas at the site. Such inspection shall be both visual and operational. After the inspection, all malfunctions and corrective action taken shall be written and reported to the City Representative.
- b. Inspections shall include operational inspection of any irrigation system and it is the Company's responsibility to check for proper condition. This shall include the manual operation of each irrigation controller and visual inspection of each station to ensure proper operation and adjustment of remote control valves, sprinklers, bubblers, emitters. Problems shall be note in writing to the City Representative and repaired within compliance with the Scope of Work requirements.
- c. Unless written extensions of time have been authorized, the City Representative will email a notice to correct deficiencies to the Company. The Company is required to respond within the times specified in below. The Company will email back to the City Representative a notice of confirmation when the corrective action has been completed.

<b>CORRECTION TIME LIMIT SCHEDULE</b>		
	<b>Correction Type</b>	<b>Response Time</b>
1.	Irrigation Repair and Maintenance	4 Hours
2.	Weed Control	5 Working Days
3.	Turf Mowing/Fertilization	2 Working Days
4.	Cleaning	1 Working Day
5.	Pest Control	3 Working Days
6.	Pruning - Shrub and Tree Maintenance	2 Working Days
7.	Visual Obstructions	4 Hours
8.	Seeding	5 Working Days
9.	Replanting	10 Working Days
10.	Dead Plant Removal	2 Working Days
11.	Improper Irrigation	4 Hours
12.	Flooding in Streets	4 Hours
13.	Damage to Property	3 Working Days
14.	Course Remediation for Correction of Plant Stress, Disease, or Infestation	3 Working Days
15.	Damage or pruning to shrubs, trees, or groundcover	5 working days

**A-2.8 Maintenance Schedule for Alta Drive**

The following work will be scheduled per the time intervals specified herein:

MAINTENANCE SCHEDULE		
No.	Description of Work	Time Limit Schedule
1.	Irrigation System Wet Check	Annually (Dec-March) or upon request
2.	Clock – Inspection of Power/Operation	Every 3 months (Feb, May, August, November)
3.	Stand-Alone Clock – Battery Replacement	Every 3 months (Feb, May, August, November)
4.	Maintenance Inspections	Once (1) per week
5.	Cleaning of Trash	Once (1) per week
6.	Pruning of Shrubs	Three (3) times a year
7.	Pressure Wash Hardscape	Monthly
8.	Weed Herbicide Application	As needed or specifically in Section A.17, Weed Management

**A-2.9 Miscellaneous for Alta Drive**

- a. Repairs and Replacements. All repairs or replacements shall be completed in accordance with the following maintenance practices and within the time intervals described in Section A.19 f, Corrections.
  - i. Trees. If damage results in the loss of a tree, the damaged tree shall be removed and replaced, comply with the specific instructions of the City Representative.
  - ii. Shrubs. Minor damage may be corrected by appropriate pruning. Major damage shall be corrected by the removal of the damaged shrub and replacement to the satisfaction of the City Representative.
  - iii. Chemicals. All damage resulting from inappropriate chemical application, either by spray or lateral leaching shall be corrected in accordance with the appropriate measures as set forth by the Nevada Department of Agriculture. Pesticides shall not be left unattended and no pesticide will be stored on the premises of City’s buildings or grounds.
- b. Storage. Company is to provide for all storage at off-site locations, delivery to sites only sufficient equipment and materials to complete daily tasks.
- c. All vehicles and trailers transporting pesticides or fertilizers and their application equipment will display proper licensing and have company identification.

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**ATTACHMENT 1 - DESCRIPTIONS OF CITY WORK SITES & LOTS**

Lot	No.	Work Site Name	Description of Work Site	Type of Maintenance			
				Median	Street	Pressure Wash	Other Details
LOT 1	1	3rd Street (A)	Charleston to Utah Avenue	X	X		
	2	3rd Street (B)	Bonneville to Charleston	X		X	Weekly service and bi-weekly power wash
	3	4th Street	Las Vegas Boulevard to U.S. 95	X	X		
	4	Barkin' Basin Perimeter	Bunker - ROW (Gowan and Tenaya), 7351 W. Alexander Rd, Las Vegas, NV 89129	X	X		
	5	Bettye Wilson Perimeter	7353 Eugene Ave., Las Vegas, NV 89128, includes South and East ROW (Lake Mead and Tenaya)	X	X		
	6	E. Bonanza Road	N. Las Vegas Boulevard – N. Veterans Memorial Drive North Side Only to the Fence	X	X		
	7	Bonanza Road Median	Valley View to Twin Lakes	X			
	8	Bradley Road and Horse Drive	White Picket Fence to the Road Ending at Racel St	X	X		
	9	Burnham	Charleston to Franklin Ave., East Side of the Street/Transition Strip	X	X		
	10	Casino Center Blvd	Fremont St to Colorado	X	X		
	11	Charleston Boulevard	Maryland Parkway to Upland Boulevard	X	X		
	12	Commerce Street	Garces Avenue to New York Avenue	X	X		
	13	D Street	I-15 to Owens Avenue	X	X		
	14	Decatur Boulevard	Vegas Drive to Washington Avenue	X	X		
	15	Thunderbird Median (Durango Drive)	Tropical Avenue to Riley Avenue	X			
	16	Eastern Avenue	Owens Avenue to Charleston Boulevard (includes east corner at Sunrise to Charleston)	X			
	17	Echelon Point	Ft. Apache to Tee Pee Lane	X			
	18	Essex Drive Median	Essex and Charleston	X	X		
	19	F Street	I-15 – Washington Avenue	X	X		
	20	Five Points Median	Eastern/Fremont/Charleston to Olive	X			
	21	Fort Apache Road	Elkhorn Road to Big Horn Peak Drive	X			
	22	Fremont Street	Las Vegas Boulevard to Eastern Ave	X	X	X	Pressure wash weekly Las Vegas Blvd to 8th

Lot	No.	Work Site Name	Description of Work Site	Type of Maintenance			
				Median	Street	Pressure Wash	Other Details
LOT 1	23	Fulton Place Median	Shooting Star St to Northstar St	X	X		
	24	Gowan Road Median	Prairie Meadow St to N Durango Dr	X	X		
	25	Grand Central Parkway	City Parkway to Charleston Boulevard	X	X		
	26	Hoover	Main St to Las Vegas Blvd	X	X		
	27	Ironwood Drive Medians	Ironwood and Fairway Circle	X			
	28	Las Vegas Boulevard	Searles Avenue to Sahara Avenue	X	X		
	29	Main Street	U.S. 95 to East St. Louis Avenue	X	X		Weekly service required from Garces to St. Louis
	30	Martin Luther King Boulevard	One Block South of Under Pass U.S. 95 Underpass to Carey Ave.	X	X		
	31	Maryland Parkway	St. Louis Avenue to Charleston Boulevard	X			
	32	North Rancho Drive	at Decatur Boulevard	X	X		Includes 19 Planters
	33	Oakey Avenue	Commerce Street to Main Street	X	X		
	34	Owens Avenue	Entry Median	X			
	35	Parkway West Median	Rancho to Parkway West	X			
	36	Pinto Lane Median	Shetland to Campbell	X			
	37	Pinto Lane	Shadow Lane to South Martin Luther King Boulevard		X		
	38	Project Neon	Wyoming from Western to Westwood, Martin Luther King Blvd from Oakey to Alta, Alta/Bonneville from Desert Ln to One Block Past Grand Central Pkwy, Industrial Rd from New York Ave to the U.S. 95 Entrance South of the LV Premium Outlets, Wall St.	X	X		Map provided for further details
	39	Rancho Drive	Charleston Boulevard to Vegas Dr	X			Including Northeast Corner of Alta Drive and Rancho Drive
40	Royal Crest Median	Arville and Del Monte	X				

Lot	No.	Work Site Name	Description of Work Site	Type of Maintenance			
				Median	Street	Pressure Wash	Other Details
LOT 1	41	Sahara Avenue	Durango to Decatur - East and West Bound, Decatur to I-15 – Median and North and South Tree Wells, I-15 to Boulder Highway – North Side Tree Wells Only	X			
	42	Silver & Bannie Medians	Westwood to Crescent	X			
	43	St. Louis	Paradise Road to Maryland Parkway	X	X		
	44	Stonehaven Medians	Vegas Drive to Stonebridge	X			Amenity Stone Corners
	45	Valley View Boulevard	U.S.95 to Penwood Avenue	X			Including Northeast Corner of Alta Drive and Valley View Boulevard
	46	West Las Vegas Entry Medians	East Side of Martin Luther King from Bartlett to Blankenship & Amenity Zone East Side of Martin Luther King East Side of Martin Luther King from Bartlett to Blankenship	X	X		
	47	West Service Center	2950 Ronemus Dr, Las Vegas, NV 89128	X	X		Includes ROW's as detailed in the maps and pedestrian bridge landscape across Cheyenne
	48	Cheyenne at Ronemus	Cheyenne and Ronemus – East of Buffalo	X			
	49	Casino Center Pocket Park (formerly known as Healing Garden West)	1015 S Casino Center Blvd, Las Vegas, NV 89101				
	50	Bridger	Main St to 6th	X			
	51	Shadow Lane Treescape	Alta to Charleston		X		
	52	S. Main St	Intersection of S. Main St & E. Oakey Blvd	X			

Lot	No.	Work Site Name	Description of Work Site	Type of Maintenance			
				Median	Street	Pressure Wash	Other Details
LOT 1	53	Oakey Detention Basin at Firefighters Park	S. Torrey Pines Drive from W. Oakey Blvd to O'Bannon Dr		X		
	54	Buckskin Basin Perimeter	North, West, and partial South ROW at Buckskin Basin Park at 7350 Buckskin Ave, Las Vegas, NV 89129		X		
	55	Boulder Pocket Park	S. 1st St and Boulder Ave	X		X	
LOT 2	1	Alta Drive	Rancho Road to Valley View Drive	X	X		

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**EXHIBIT B - FEES**

<b>Line #</b>	<b>Description</b>	<b>QTY</b>	<b>UOM</b>	<b>Unit</b>	<b>Extended</b>
<b>1</b>	<b>LOT 1 - MEDIANS AND STREETS</b>	<b>1</b>	<b>LOT</b>		<b>\$ 695,662.83</b>
1.1	3rd Street (A) - Charleston to Utah Avenue	12	Month(s)	\$ 751.16	\$ 9,013.92
1.2	3rd Street (B) - Bonneville to Charleston	12	Month(s)	\$ 3,749.53	\$ 44,994.36
1.3	4th Street - Las Vegas Boulevard to U.S. 95	12	Month(s)	\$ 1,502.31	\$ 18,027.72
1.4	Barkin' Basin Perimeter - Bunker - ROW (Gowan and Tenaya), 7351 W. Alexander Rd, Las Vegas, NV 89129	12	Month(s)	\$ 751.16	\$ 9,013.92
1.5	Bettye Wilson Perimeter - 7353 Eugene Ave., Las Vegas, NV 89128, includes South and East ROW (Lake Mead and Tenaya)	12	Month(s)	\$ 1,032.84	\$ 12,394.08
1.6	Bonanza Road - N. Las Vegas Boulevard – N. Veterans Memorial Drive North Side Only to the Fence	12	Month(s)	\$ 375.58	\$ 4,506.96
1.7	Bonanza Road Median - Valley View to Twin Lakes	12	Month(s)	\$ 563.37	\$ 6,760.44
1.8	Bradley Road and Horse Drive - White Picket Fence to the Road Ending at Racel St	12	Month(s)	\$ 563.37	\$ 6,760.44
1.9	Burnham - Charleston to Franklin Ave., East Side of the Street/Transition Strip	12	Month(s)	\$ 375.58	\$ 4,506.96
1.10	Casino Center Blvd - Fremont St to Colorado	12	Month(s)	\$ 1,877.89	\$ 22,534.68
1.11	Charleston Boulevard - Maryland Parkway to Upland Boulevard	12	Month(s)	\$ 1,877.89	\$ 22,534.68
1.12	Commerce Street - Garces Avenue to New York Avenue	12	Month(s)	\$ 563.37	\$ 6,760.44
1.13	D Street - I-15 to Owens Avenue	12	Month(s)	\$ 187.79	\$ 2,253.48
1.14	Decatur Boulevard - Vegas Drive to Washington Avenue	12	Month(s)	\$ 563.37	\$ 6,760.44
1.15	Thunderbird Median (Durango Drive) - Tropical Avenue to Riley Avenue	12	Month(s)	\$938.95	\$ 11,267.40
1.16	Eastern Avenue - Owens Avenue to Charleston Boulevard (includes east corner at Sunrise to Charleston)	12	Month(s)	\$ 2,065.68	\$ 24,788.16
1.17	Echelon Point - Ft. Apache to Tee Pee Lane	12	Month(s)	\$ 375.58	\$ 4,506.96
1.18	Essex Drive Median - Essex and Charleston	12	Month(s)	\$ 281.68	\$ 3,380.16
1.19	F Street - I-15 – Washington Avenue	12	Month(s)	\$ 93.89	\$ 1,126.68
1.20	Five Points Median - Eastern/Fremont/Charleston to Olive	12	Month(s)	\$ 187.79	\$ 2,253.48
1.21	Fort Apache Road - Elkhorn Road to Big Horn Peak Drive	12	Month(s)	\$ 281.68	\$ 3,380.16
1.22	Fremont Street - Las Vegas Boulevard to Eastern Ave	12	Month(s)	\$4,730.12	\$ 56,761.44
1.23	Fulton Place Median - Shooting Star St to Northstar St	12	Month(s)	\$ 93.89	\$ 1,126.68
1.24	Gowan Road Median - Prairie Meadow St to N Durango Dr	12	Month(s)	\$ 93.89	\$ 1,126.68
1.25	Grand Central Parkway - City Parkway to Charleston Boulevard	12	Month(s)	\$ 187.79	\$ 2,253.48
1.26	Hoover - Main St to Las Vegas Blvd	12	Month(s)	\$ 469.47	\$ 5,633.64

Line #	Description	QTY	UOM	Unit	Extended
<b>1</b>	<b>LOT 1 - MEDIANS AND STREETS</b>	<b>1</b>	<b>LOT</b>		
1.28	Las Vegas Boulevard - Searles Avenue to Sahara Avenue	12	Month(s)	\$ 9,013.88	\$ 108,166.56
1.29	Main Street - U.S. 95 to East St. Louis Avenue	12	Month(s)	\$ 1,314.52	\$ 15,774.24
1.30	Martin Luther King Boulevard - One Block South of Underpass U.S. 95 Underpass to Carey Ave.	12	Month(s)	\$ 1,502.31	\$ 18,027.72
1.31	Maryland Parkway - St. Louis Avenue to Charleston Boulevard	12	Month(s)	\$ 657.26	\$ 7,887.12
1.32	North Rancho Drive - at Decatur Boulevard	12	Month(s)	\$ 281.68	\$ 3,380.16
1.33	Oakey Avenue - Commerce Street to Main Street	12	Month(s)	\$ 93.89	\$ 1,126.68
1.34	Owens Avenue - Entry Median	12	Month(s)	\$ 93.89	\$ 1,126.68
1.35	Parkway West Median - Rancho to Parkway West	12	Month(s)	\$ 93.89	\$ 1,126.68
1.36	Pinto Lane Median - Shetland to Campbell	12	Month(s)	\$ 281.68	\$ 3,380.16
1.37	Pinto Lane - Shadow Lane to South Martin Luther King Boulevard	12	Month(s)	\$ 281.68	\$ 3,380.16
1.38	Project Neon	12	Month(s)	\$ 6,009.25	\$ 72,111.00
1.39	Rancho Drive - Charleston Boulevard to Vegas Dr	12	Month(s)	\$ 1,877.89	\$ 22,534.68
1.40	Royal Crest Median - Arville and Del Monte	12	Month(s)	\$ 281.68	\$ 3,380.16
1.41	Sahara Avenue -Durango to Decatur (East and West Bound), Decatur to I-15 (Median and North and South Tree Wells), I-15 to Boulder Highway (North Side Tree Wells Only)	12	Month(s)	\$ 2,629.05	\$ 31,548.60
1.42	Silver & Bannie Medians - Westwood to Crescent	12	Month(s)	\$ 563.37	\$ 6,760.44
1.43	St. Louis - Paradise Road to Maryland Parkway	12	Month(s)	\$ 657.26	\$ 7,887.12
1.44	Stonehaven Medians - Vegas Drive to Stonebridge	12	Month(s)	\$ 281.68	\$ 3,380.16
1.45	Valley View Boulevard - U.S. 95 to Penwood Avenue	12	Month(s)	\$ 1,877.89	\$ 22,534.68
1.46	West Las Vegas Entry Medians - East Side of Martin Luther King from Bartlett to Blankenship & Amenity Zone East Side of Martin Luther King East Side of Martin Luther King from Bartlett to Blankenship	12	Month(s)	\$ 187.79	\$ 2,253.48
1.47	West Service Center - 2950 Ronemus Dr, Las Vegas, NV 89128	12	Month(s)	\$ 1,877.89	\$ 22,534.68
1.48	Cheyenne at Ronemus - Cheyenne and Ronemus to East of Buffalo	12	Month(s)	\$ 563.37	\$ 6,760.44
1.49	Casino Center Pocket Park (Formerly Healing Garden West) - 1015 S Casino Center Blvd, Las Vegas, NV 89101	12	Month(s)	\$ 375.58	\$ 4,506.96
1.50	Bridger - Main St to 6th	12	Month(s)	\$ 375.58	\$ 4,506.96
1.51	Shadow Lane Treescape - Alta to Charleston	12	Month(s)	\$ 281.68	\$ 3,380.16
1.52	S. Main St - Intersection of S. Main St & E. Oakey Blvd	12	Month(s)	\$ 187.79	\$ 2,253.48
1.53	Oakey Detention Basin at Firefighters Park - S. Torrey Pines Drive from W. Oakey Blvd to O'Bannon Dr	12	Month(s)	\$ 657.26	\$ 7,887.12
1.54	Buckskin Basin Perimeter - 7350 Buckskin Ave, Las Vegas, NV 89129	12	Month(s)	\$ 751.16	\$ 9,013.92
1.55	Boulder Pocket Park - S. 1st St and Boulder Ave	12	Month(s)	\$ 187.79	\$ 2,253.48

Line #	Description	QTY	UOM	Unit	Extended
<b>1</b>	<b>LOT 1 - MEDIANS AND STREETS</b>	<b>1</b>	<b>LOT</b>		
1.56	Repair Services for Nonroutine Maintenance, Hourly Labor Rate	1	Hour	\$ 53.23	\$ 53.23
1.57	Emergency Service Repairs, Hourly Labor Rate	1	Hour	\$ 65.00	\$ 65.00
1.58	Parts for Nonroutine Repair Services and Emergency Repairs , Cost-Plus Mark-Up Percentage	1	Percentage	30%	30%

Line #	Description	QTY	UOM	Unit	Extended
<b>2</b>	<b>LOT 2 - ALTA DRIVE MEDIAN AND STREET</b>	<b>1</b>	<b>LOT</b>		<b>\$ 49,725.39</b>
2.1	Alta Drive - Rancho Road to Valley View Drive	12	Month(s)	\$ 4,133.93	\$ 49,607.16
2.2	Repair Services for Nonroutine Maintenance, Hourly Labor Rate	1	Hour	\$ 53.23	\$ 53.23
2.3	Emergency Service Repairs, Hourly Labor Rate	1	Hour	\$ 65.00	\$ 65.00
2.4	Parts for Nonroutine Repair Services and Emergency Repairs , Cost-Plus Mark-Up Percentage	1	Percentage	30%	30%

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# EXHIBIT C

## EXCERPTED PROPOSAL



4610 Wynn Rd, Las Vegas, NV 89103 • 702.253.7878

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## Work Plan - Methodology and Approach

We have familiarized ourselves thoroughly with the RFP and fully understand the scope of work. We recognize the City's objectives and will work hard to meet its vision. In addition to performing the outlined scope of work and provided landscape maintenance standards, we offer the following narrative of how we intend to approach the contract in the first six months of service.

Prior to starting we will bring together a veteran crew by promoting within from our team of over 500 experienced employees.

Our initial clean-up will consist of removing all dead or dying plant material, noxious weeds, and debris from deferred maintenance. We anticipate using upwards of 5 full dumpsters for haul-off of plant debris and trash to make an immediate impact on the overall look and feel of the property.



One area of concern is the prevalence of noxious weeds on the banned plant list including: Fountain Grass, Bermuda Grass and Baccharis that propagate quickly and can become difficult to remove. We'll treat these species with Garlon 4 Ultra and then remove them in their entirety. We'll also remove volunteer Mexican Fan Palms (which can be equally invasive) that are prevalent in some areas.





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During the initial clean up, we will assess the landscape areas for any liability concerns with trees and plant material that present potential hazards. These concerns include: structurally unsafe trees in danger of falling, tree limbs obstructing vehicular or walking paths, plants that obstruct pedestrian areas, and identify line of sight issues. Identifying liability concerns helps keep residents and visitors safe and reduces the risk of costly lawsuits. We'll also provide traffic control plans and obtain any necessary permits to perform work in medians and on roadsides requiring lane closures.

We will provide an in-depth evaluation of the entire property utilizing our team members with expertise in water management, mapping, and hydrology to familiarize ourselves with the property. This includes learning boundaries, irrigation clocks, stations, backflows, etc.

We'll share our safety program that includes driver training and certification for all of our drivers and best practices for using all powered equipment and hand tools. We hold regular tailgate safety meetings and have an incentive program with bonuses and prizes for our employees that have no accidents.

As part of our initial startup plan, we'll provide a detailed report of the current state of the property. We'll then work with the City to develop a multi-year plan to address the aging irrigation system and preserving plant and tree health. We'll address aging plant material that has reached the end of its natural life cycle. Before we begin trimming, we'll take direction from the City with respect to best plant and tree pruning practices by species.

Our Primary Principal license holder with the Nevada Department of Agriculture will develop and provide a pre and post emergent plan to address the heavy weed issues that the City is currently experiencing. Our application program will eliminate the emergence of over 75% of the weeds within the first two years of adoption. We'll review the entire property for insect, disease, pest and plant health issues and provide a report along with a tailor-made program for fertilization of the turf areas, deep root feeding for mature trees and soil drench for plants that will vastly improve the color and health of the plant palette.

AB 356 requires that the City eliminate non-functional turf areas. We have removed more turf than any contractor in southern Nevada and have a full team dedicated to providing attractive design options for turf reduction to save water and eliminate unusable turf.

Working in conjunction with the City, we will provide detailed renderings of areas that potentially need to be revamped or redesigned. We always suggest working with the highest visibility areas of the property first. We'll draw on our vast experience to provide realistic working budgets and time frames that address the functionality and long-term viability of the landscaped areas.



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## Work Plan - Staffing & Equipment

Our plan includes the labor and equipment shown in the tables below. We own all of our own equipment. We prioritize our time to focus on high visibility and high traffic areas first.

**[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK - FINAL STAFFING PLAN TO FOLLOW]**

## 220175-MC Landscape and Grounds Maintenance

### Request for Additional Information or Clarification

- Provide a Staffing Plan broken-down with more details on the resources by Lot and inclusive of your assumptions. Be sure to include the number of staff by labor category and equipment. See below sample table on the desired minimum details. Feel free to expand and add any additional details you deem sufficient for the evaluation committee's proper assessment of your proposal.

<b>Lot 1</b>					
Staffing				Equipment	
Number of Individuals	Hours/Week	Title/Description	Function (Include details on their main function, especially if not clear from the title)	Quantity	Description
3	40/52	Maintenance Team	Service all downtown areas.	1	1-F-250 w/Trailer, 2-backpack blowers, 2-Hedge Trimmers and all small hand tools to perform maintenance
3	40/52	Maintenance Team	Service the rest of Lot #1 excluding downtown area	1	1-F-250 w/Trailer, 2-backpack blowers, 2-Hedge Trimmers, 2 21" Mowers, 1-stick edger and all small hand tools to perform maintenance
1	40/52	Irrigation Team	Service all irrigation components in Lot #1	1	1-Irrigation vehicle
1	40/7	Spray Technician	Apply Pre & Post Emergent for weed control	1	1-F250 spray rig
2	40/52	Pressure Washing Team	3 <sup>rd</sup> Street: bi-weekly service & Fremont St: weekly	1	1- F250 w/trailer (Hotsy Pressure Washer)

<b>Lot 2</b>					
Staffing				Equipment	
Number of Individuals	Hours/Week	Title/Description	Function (Include details on their main function, especially if not clear from the title)	Quantity	Description
3	8/52	Maintenance Team	Service Alta Dr. from Rancho to Valley View	1	1-F-250 w/Trailer, 2-backpack blowers, 2-Hedge Trimmers and all small hand tools to perform maintenance
1	8/26	Irrigation Team	Service all irrigation components on Alta Dr.	1	1-Irrigation vehicle
1	40/2	Spray Technician	Apply Pre & Post Emergent for weed control	1	1-F250 spray rig

## City of Las Vegas RPF 220175-MC Discussion Follow-up 3/27/2024

- 1) [INTENTIONALLY OMITTED]
- 2) [INTENTIONALLY OMITTED]
- 3) [INTENTIONALLY OMITTED]
- 4) Understanding there are some concerns of accountability of staff for each Lot and quality assurance, please advise how account managers will be assigned. Please also address any lead/supervisors that may be assigned. If you need to address it by lot versus multiple lots, please be clear and provided separate details on the structure for each potential award.
  - a) **One account manager will be dedicated to the following lots regardless of the breakdown of the awarded lots:**
    - i) **Lot #1: (2) Crew members, (1) Irrigation Tech & (1) Power washing Tech.**
    - ii) **Lot #2: (1) Crew member & (1) Irrigation Tech on different days other than maintenance service days**
    - iii) [INTENTIONALLY OMITTED]
    - iv) [INTENTIONALLY OMITTED]
    - v) [INTENTIONALLY OMITTED]
  - b) [INTENTIONALLY OMITTED]
- 5) In your Work Plan – Methodology and Approach, details were provided regarding your initial startup plan. Please confirm the BAFO pricing is inclusive of these services and the City will not incur additional cost. As mentioned, feel free to include details on the cost PAR 3 may be incurring to address the deferred maintenance needed as observed during your assessment of the sites.
  - a) **Par 3 will perform an initial general clean-up of awarded lots as part of the initial maintenance program at NO ADDITIONAL COST to the City of Las Vegas. We estimate this would be a value saving of \$24,000.00.**
  - b) [INTENTIONALLY OMITTED]
- 6) For the required deliverables, please confirm PAR 3 can shift from the sample reports provided in the proposal to directly submitting the required information into the City's software system.
  - a) **Yes, our account manager will have access to handheld smart devices (iPhone and iPad) for communication compatibility with the City Works software.**
- 7) I am confirming the insurance details are listed in Section D-6 if the sample contract attached. Please feel free to review this clause and advise if there are any concerns meeting the requirement, including increased deductibles that may be needed.
  - a) **Yes, Par 3's current policies already meet the required insurance coverages and limits.**
- 8) [INTENTIONALLY OMITTED]