

Tuesday, January 6, 2015, 7:00 p.m.

City Council Chambers, 333 Civic Center Plaza

Web Site: www.ci.tracy.ca.us

Americans With Disabilities Act - The City of Tracy complies with the Americans with Disabilities Act and makes all reasonable accommodations for the disabled to participate in Council meetings. Persons requiring assistance or auxiliary aids should call City Hall (209/831-6000) 24 hours prior to the meeting.

Addressing the Council on Items on the Agenda - The Brown Act provides that every regular Council meeting shall provide an opportunity for the public to address the Council on any item within its jurisdiction before or during the Council's consideration of the item, provided no action shall be taken on any item not on the agenda. Each citizen will be allowed a maximum of five minutes for input or testimony. At the Mayor's discretion, additional time may be granted. The City Clerk shall be the timekeeper.

Consent Calendar - All items listed on the Consent Calendar are considered routine and/or consistent with previous Council direction. A motion and roll call vote may enact the entire Consent Calendar. No separate discussion of Consent Calendar items will occur unless members of the City Council, City staff or the public request discussion on a specific item at the beginning of the meeting.

Addressing the Council on Items not on the Agenda – The Brown Act prohibits discussion or action on items not on the posted agenda. Members of the public addressing the Council should state their names and addresses for the record, and for contact information. The City Council's Procedures for the Conduct of Public Meetings provide that "Items from the Audience" following the Consent Calendar will be limited to 15 minutes. "Items from the Audience" listed near the end of the agenda will not have a maximum time limit. Each member of the public will be allowed a maximum of five minutes for public input or testimony. However, a maximum time limit of less than five minutes for public input or testimony may be set for "Items from the Audience" depending upon the number of members of the public wishing to provide public input or testimony. The five minute maximum time limit for each member of the public applies to all "Items from the Audience." Any item not on the agenda, brought up by a member of the public shall automatically be referred to staff. In accordance with Council policy, if staff is not able to resolve the matter satisfactorily, the member of the public may request a Council Member to sponsor the item for discussion at a future meeting. When members of the public address the Council, they should be as specific as possible about their concerns. If several members of the public comment on the same issue an effort should be made to avoid repetition of views already expressed.

Presentations to Council - Persons who wish to make presentations which may exceed the time limits are encouraged to submit comments in writing at the earliest possible time to ensure distribution to Council and other interested parties. Requests for letters to be read into the record will be granted only upon approval of the majority of the Council. Power Point (or similar) presentations need to be provided to the City Clerk's office at least 24 hours prior to the meeting. All presentations must comply with the applicable time limits. Prior to the presentation, a hard copy of the Power Point (or similar) presentation will be provided to the City Clerk's office for inclusion in the record of the meeting and copies shall be provided to the Council. Failure to comply will result in the presentation being rejected. Any materials distributed, including those distributed within 72 hours of a regular City Council meeting, to a majority of the Council regarding an item on the agenda shall be made available for public inspection at the City Clerk's office (address above) during regular business hours.

Notice - A 90 day limit is set by law for filing challenges in the Superior Court to certain City administrative decisions and orders when those decisions or orders require: (1) a hearing by law, (2) the receipt of evidence, and (3) the exercise of discretion. The 90 day limit begins on the date the decision is final (Code of Civil Procedure Section 1094.6). Further, if you challenge a City Council action in court, you may be limited, by California law, including but not limited to Government Code Section 65009, to raising only those issues you or someone else raised during the public hearing, or raised in written correspondence delivered to the City Council prior to or at the public hearing.

CALL TO ORDER
PLEDGE OF ALLEGIANCE
ROLL CALL

1. ITEMS FROM THE AUDIENCE

2. CONSENT CALENDAR

- A. Approve a List of City of Tracy Projects for San Joaquin Council of Government's One Voice Trip to Washington D.C., for Congressional Funding Appropriation Requests
- B. Acceptance of the Lammersville Schoolhouse Repair Project - CIP 78151, Completed by Color Chart Inc., of San Bruno, California, Authorization for the City Clerk to File the Notice Of Completion, and Authorization for the City Engineer to Release the Bonds and Retention Payment
- C. Approval of a Three Year Professional Services Agreement With Two Possible One Year Extensions With XL Landscape Development for Landscape, Park and Channelways Maintenance Services, Authorize the Mayor to Execute the Agreement, and Authorize the City Manager to Extend the Agreement for Up to Two Additional One-Year Terms Per the Recommendation from the Public Works Director

3. ITEMS FROM THE AUDIENCE

4. COUNCIL ITEMS

5. ADJOURNMENT

AGENDA ITEM 2.A

REQUEST

APPROVE A LIST OF CITY OF TRACY PROJECTS FOR SAN JOAQUIN COUNCIL OF GOVERNMENT'S ONE VOICE TRIP TO WASHINGTON D.C., FOR CONGRESSIONAL FUNDING APPROPRIATION REQUESTS

EXECUTIVE SUMMARY

Approval of the list of projects by City Council will make these projects eligible for San Joaquin Council of Government's (COG) One Voice trip to Washington D.C. for congressional funding appropriation requests.

DISCUSSION

Every year the City of Tracy submits a list of projects for consideration at the annual congressional funding appropriations during One Voice trip to Washington D.C., by San Joaquin County, Council of Governments, and cities elected officials. Each city is requested to submit a total of two projects; one project of regional significance, and one project for local improvements.

Staff has reviewed the existing needs of various transportation projects and is recommending the following two projects for the 2014 One Voice trip.

- I-205/Lammers Road Interchange Improvements
Total Construction Cost - \$62 million
Requested appropriation - \$5 million
- New MacArthur Drive above grade crossing over UPRR Mococo line
Total Construction Cost - \$28 million
Requested appropriation - \$5 million

Both of these projects were submitted for consideration for the 2013 and 2014 One Voice trip; however, the City did not receive any funding in 2014. The City has received funds for the I-205/Lammers Road Interchange during previous years and the City's consultant is presently working on completion of the project design, improvement plans and construction documents.

The I-205/Lammers Road project is of regional significance and will connect Byron Road and Contra Costa County to Highway 580. This project is also essential for development of the Tracy Gateway project and the future Caltrans project located just north of the interchange. In addition this project will initiate developments north of I-205 along Lammers Road.

The existing at-grade Union Pacific Railroad (UPRR) Mococo line crossing with MacArthur Drive (adjacent to Sixth Street) will divide the City into two separate unconnected areas for the duration of the freight trains movement through the City when

the line is activated for higher volumes of train traffic. The proposed above grade crossing at the new MacArthur Drive alignment over the Mococo line will alleviate this condition. The above grade crossing at the new alignment of MacArthur Drive (east of the UPRR switch yard) intersecting with the Eleventh Street overpass will allow for an uninterrupted flow of traffic including quick movement of emergency vehicles on both sides of the Mococo rail line.

This list of projects, after approval from City Council, will be submitted to the San Joaquin Council of Governments for inclusion in the One Voice Trip to Washington for congressional funding.

Submittal of projects to the SJCOG's One Voice effort does not necessarily mean continued participation in the program. Other alternatives can also be considered in the future to advocate for Tracy projects.

STRATEGIC PLAN

This agenda item is consistent with the Council's adopted Economic Development Strategy to ensure the availability of infrastructure necessary for development in Tracy.

FISCAL IMPACT

Approving the proposed projects for the One Voice trip will not impact the General Fund. The City is requesting approximately \$10 million in congressional appropriations. In addition to this funding, the proposed projects will be supported through other sources, including Measure K Sales Tax and development impact fees.

RECOMMENDATION

That City Council approve the list of City of Tracy projects for the San Joaquin Council of Government's One Voice Trip to Washington D.C. for congressional funding appropriation.

Prepared by: Kuldeep Sharma, Utilities Director/Interim City Engineer

Reviewed by: Andrew Malik, Development Services Director
Maria A. Hurtado, Assistant City Manager

Approved by: Troy Brown, City Manager

RESOLUTION _____

APPROVING A LIST OF CITY OF TRACY PROJECTS FOR SAN JOAQUIN COUNCIL OF GOVERNMENT'S ONE VOICE TRIP TO WASHINGTON D.C., FOR CONGRESSIONAL FUNDING APPROPRIATION

WHEREAS, The City of Tracy submits a list of projects for consideration at the annual congressional funding appropriations during One Voice trip to Washington D.C., by San Joaquin County, Council of Governments, and cities elected officials, and

WHEREAS, Staff has reviewed the existing needs of various transportation projects and is recommending the following two projects for the One Voice trip:

- I-205/Lammers Road Interchange Improvements
Total Construction Cost - \$62 million
Requested appropriation - \$5 million
- New MacArthur Drive above grade crossing over UPRR Mococo line
Total Construction Cost - \$28 million
Requested appropriation - \$5 million

WHEREAS, There is no fiscal impact to the General Fund. In addition to the requested congressional appropriations, funding of the above projects will be shared by a variety of sources including Measure K Sales Tax and development impact fees;

NOW, THEREFORE, BE IT RESOLVED, That City Council approves the list of City of Tracy projects for the San Joaquin Council of Government's One Voice Trip to Washington D.C. for congressional funding appropriation.

* * * * *

The foregoing Resolution 2015-_____ was passed and adopted by the City of Tracy City Council on the 6th day of January, 2015, by the following vote:

AYES: COUNCIL MEMBERS
 NOES: COUNCIL MEMBERS
 ABSENT: COUNCIL MEMBERS
 ABSTAIN: COUNCIL MEMBERS

MAYOR

ATTEST:

INTERIM CITY CLERK

January 6, 2015

AGENDA ITEM 2.B

REQUEST

ACCEPTANCE OF THE LAMMERSVILLE SCHOOLHOUSE REPAIR PROJECT - CIP 78151, COMPLETED BY COLOR CHART INC., OF SAN BRUNO, CALIFORNIA, AUTHORIZATION FOR THE CITY CLERK TO FILE THE NOTICE OF COMPLETION, AND AUTHORIZATION FOR THE CITY ENGINEER TO RELEASE THE BONDS AND RETENTION PAYMENT

EXECUTIVE SUMMARY

The contractor has completed the Lammersville Schoolhouse Repair Project - CIP 78151, in accordance with project plans, specifications, and contract documents. Project costs are within the available budget. Staff recommends Council accept the project to enable the City Engineer to release the contractor's bonds and retention.

DISCUSSION

The project involved repair of damages from a February 13, 2014, fire to the Lammersville Schoolhouse. The historic Lammersville Schoolhouse building is an approximately 1,000 square foot wood structure built in 1870 and was relocated to Clyde Bland Park in 2001. The building was regularly used by several elementary schools for teaching local history curriculum until it was damaged by fire.

The scope of work included removal and replacement of the main door, a window, and a portion of the wooden floor; painting interior and exterior walls, and repairing the ceiling. The plans and specifications were prepared in-house by engineering staff.

Public Contract Code Section 22032 & 22036 allows the public agency to procure informal bids for projects with an anticipated cost less than \$50,000. Since this project falls under this category, it was advertised for informal bids on the City of Tracy website and builder's exchanges on May 23, 2014, and two bids were received on June 25, 2014.

On July 27, 2014, the Interim City Manager, in accordance with TMC 2.20.260, executed the agreement with the lowest monetary bidder Color Chart Inc., of San Bruno, California, in the amount of \$43,000 for the Lammersville Schoolhouse Repair Project - CIP 78151.

Two change orders were issued in the amount of \$2,075 which consisted of additional painting of exterior walls and applying putty on the existing floor to close the gaps.

Status of budget and project costs is as follows:

| | |
|-------------------------------------|-----------------|
| A. Construction Contract Amount | \$43,600 |
| B. Change Orders | \$ 2,075 |
| C. Design, Construction Inspections | \$ 2,024 |
| D. Citywide Project Management | <u>\$ 1,023</u> |
| Total Project Costs | \$48,722 |
| Budgeted Amount | \$55,000 |

The project has been completed within the available budget, on schedule, per plans, specifications, and City of Tracy standards.

STRATEGIC PLAN

This agenda item is a routine operational item and does not relate to the Council's Strategic Plans.

FISCAL IMPACT

CIP 78151 is an approved Capital Improvement Project with sufficient funding; there will be no fiscal impact to the General Fund. Remaining unused funds will be transferred back into Fund 301 – CIP General Fund Projects.

RECOMMENDATION

That City Council, by resolution, accept the Lammersville Schoolhouse Repair Project - CIP 78151, completed by Color Chart Inc., of San Bruno, California, and authorize the City Clerk to record the Notice of Completion with the San Joaquin County Recorder. The City Engineer, in accordance with the terms of the construction contract, will release the bonds and retention payment.

Prepared by: Moheb Argand, Associate Civil Engineer

Reviewed by: Kuldeep Sharma, Interim City Engineer/Utilities Director
Andrew Malik, Development Services Director
Maria A. Hurtado, Assistant City Manager

Approved by: Troy Brown, City Manager

RESOLUTION _____

ACCEPTING THE LAMMERSVILLE SCHOOLHOUSE REPAIR PROJECT - CIP 78151, COMPLETED BY COLOR CHART INC., OF SAN BRUNO, CALIFORNIA, AUTHORIZING THE CITY CLERK TO FILE THE NOTICE OF COMPLETION, AND AUTHORIZING THE CITY ENGINEER TO RELEASE THE BONDS AND RETENTION PAYMENT

WHEREAS, The project involved repair of damages from a February 13, 2014, fire to the Lammersville Schoolhouse, and

WHEREAS, The scope of work included removal and replacement of the main door, a window, and a portion of the wooden floor; painting interior and exterior walls, and repairing the ceiling, and

WHEREAS, On July 27, 2014, the Interim City Manager, in accordance with TMC 2.20.260, executed the agreement with the lowest monetary bidder Color Chart Inc., of San Bruno, California, in the amount of \$43,000, and

WHEREAS, Two change orders were issued in the amount of \$2,075 which consisted of additional painting of exterior walls and applying putty on the existing floor to close the gaps, and

WHEREAS, Status of budget and project costs is as follows:

| | |
|----------------------------------|-----------------|
| Construction Contract Amount | \$43,600 |
| Change Orders | \$ 2,075 |
| Design, Construction Inspections | \$ 2,024 |
| Citywide Project Management | <u>\$ 1,023</u> |
| Total Project Costs | \$48,722 |
| Budgeted Amount | \$55,000 |

WHEREAS, The project has been completed within the available budget, on schedule, per plans, specifications, and City of Tracy standards, and

WHEREAS, CIP 78151 is an approved Capital Improvement Project with sufficient funding; there will be no fiscal impact to the General Fund. Remaining unused funds will be transferred back into Fund 301 – CIP General Fund Projects;

NOW, THEREFORE BE IT RESOLVED, That City Council hereby accepts the Lammersville Schoolhouse Repair Project -CIP 78151, completed by Color Chart Inc., of San Bruno, California, and authorizes the City Clerk to record the Notice of Completion with the San Joaquin County Recorder. The City Engineer, in accordance with the terms of the construction contract, will release the bonds and retention payment.

The foregoing Resolution _____ was adopted by the City Council on the 6th day of January, 2015, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

MAYOR

ATTEST:

INTERIM CITY CLERK

AGENDA ITEM 2.C

REQUEST

APPROVAL OF A THREE YEAR PROFESSIONAL SERVICES AGREEMENT WITH TWO POSSIBLE ONE YEAR EXTENSIONS WITH XL LANDSCAPE DEVELOPMENT FOR LANDSCAPE, PARK AND CHANNELWAYS MAINTENANCE SERVICES, AUTHORIZE THE MAYOR TO EXECUTE THE AGREEMENT, AND AUTHORIZE THE CITY MANAGER TO EXTEND THE AGREEMENT FOR UP TO TWO ADDITIONAL ONE-YEAR TERMS PER THE RECOMMENDATION FROM THE PUBLIC WORKS DIRECTOR

EXECUTIVE SUMMARY

The City of Tracy's Landscape Maintenance District (LMD) currently has 41 zones consisting of approximately 226 acres of landscape, turf, streetscapes, medians, channelways, and parks. The proposed agreement includes landscaping maintenance of some City facilities outside of the LMD. Currently, 23 Service Level A Zones, nine Service Level B Zones, and eight channelways require service, and nine Zones are inactive and do not require maintenance service at this time. XL Landscape Development is the City's current temporary Service Provider for LMD maintenance.

DISCUSSION

On October 14, 2014, staff issued a Request for Proposals (RFP) for Landscape, Parks, and Channelways Maintenance in the City's Landscape Maintenance District (LMD) zones. The City's primary objective is to obtain maintenance services for turf, shrubs, groundcover, and specialized services for LMD streetscapes, medians, parks, and channelways. The RFP also included costs for additive services for possible new landscaping added to the proposed agreement at a later date and/or enhanced levels of service within existing sites pending available funds.

The RFP provided specific information regarding various minimum requirements of the Professional Service Agreement (PSA), including but not limited to such items as: permits and licenses; bond and insurance requirements; work schedules; meetings with staff; site inspections; and City Directives.

The intent of the proposed PSA is to provide a level of maintenance that will result in an attractive and desirable appearance of City landscaping at all times. XL Landscape Development will be using its own means and methods and agrees to maintain all designated areas to the City's stated standards. Two types of services levels are set forth in the proposed PSA: Service Level A and Service Level B (see Exhibit A). Service level A represents the highest level of care and has the characteristics described in Exhibit A. Service level B represents the same basic maintenance tasks as service level A, but on a less frequent schedule, based upon the funding availability in each zone. In addition to the zone maintenance, the proposed Service Provider will also be required to maintain the Channelways within the zones.

Staff received a total of five proposals from: Pacheco Brothers Gardening Inc.; Crossroads; Odyssey Landscape Company Inc.; Marina; and XL Landscape Development. The following is a summary of base costs from each proposer:

| | Pacheco Brothers | Crossroads | Odyssey | Marina | XL Landscape |
|-------------------|-------------------------|---------------------|---------------------|---------------------|---------------------|
| Zone Maintenance | \$937,067.00 | \$371,911.89 | \$489,150.00 | \$598,662.93 | \$451,164.40 |
| Channelways | \$171,170.00 | \$133,355.51 | \$253,731.00 | \$21,214.07 | \$100,569.60 |
| Total Base | \$1,108,237.00 | \$505,267.40 | \$742,881.00 | \$619,877.00 | \$551,734.00 |

Staff reviewed, discussed and rated all proposals submitted for LMD Landscape, Parks, and Channelways Maintenance on November 21, 2014 and chose two Service Providers, XL Landscape Development and Odyssey Landscape Company, Inc., to interview to further determine the extent to which they could meet the City's LMD maintenance needs within the available funding. The low bidder, Crossroads Facility Services, did not demonstrate that they had the requisite experience with projects of similar type and scope. Staff selected XL Landscape Development to negotiate with for a PSA for landscape services.

Staff is confident that XL Landscape Development will provide the City with acceptable differing maintenance levels that reflect the zones' available funding and will make recommendations for needed services to maintain and promote healthy and aesthetically pleasing landscaping.

Upon Council approval, the initial term of the PSA will be from January 7, 2015 through January 6, 2018. If the Public Works Director determines that XL Landscape Development has satisfactorily performed all requirements in this agreement, the City Manager may extend the agreement for up to two additional one-year terms.

STRATEGIC PLAN

This agenda item supports the organizational efficiency strategic plan and specifically implements the following goal:

Goal 3: Ensure systems are in place to meet the City's service delivery needs.

FISCAL IMPACT

The professional services agreement will be primarily funded by the LMD. Other funding sources include the Storm Drain Fund and General Fund. Sufficient funds have been appropriated in the Fiscal Year 2014/2015 program budget. The agreement is set not to exceed the base bid of \$551,734.00 plus \$143,000.00 in potential additives not to exceed \$695,000.00.

RECOMMENDATION

That the City Council approve a three year Professional Services Agreement with the possibility of two additional one year extensions with XL Landscape Development for services required for Landscape, Parks, and Channelways Maintenance and authorize the Mayor to execute the agreement.

Prepared by: Jennifer Cariglio, Management Analyst I, Public Works

Reviewed by: David Ferguson, Public Works Director
Maria Hurtado, Assistant City Manager

Approved by: Troy Brown, City Manager

Attachments:

PSA – Landscape, Parks, and Channelways Maintenance Services

**PROFESSIONAL SERVICES AGREEMENT
LANDSCAPE, PARKS, AND CHANNELWAYS MAINTENANCE SERVICES**

This Professional Services Agreement ("Agreement") is entered into between the City of Tracy, a municipal corporation ("City"), and XL Landscape Development, a California Corporation ("Service Provider").

RECITALS

- A. On October 14, 2014, City issued a Request for Proposals for Landscape, Parks, and Channelways Maintenance (hereinafter "Project").
- B. On November 13, 2014, Service Provider submitted its proposal for the Project to City.
- C. After negotiations between City and Service Provider, the parties have reached an agreement for the performance of services in accordance with the terms set forth in this Agreement.
- D. On January 6, 2015, City Council authorized the execution of this Agreement, pursuant to Resolution No. 2015-_____.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

- 1. **SCOPE OF SERVICES.** Service Provider will perform the services described in Exhibits "A", "B" and "C" attached hereto and incorporated by reference. The services will be performed by, or under the direct supervision of, Service Provider's Authorized Representative: Mark Hamelmann. Service Provider will not replace its Authorized Representative, nor will Service Provider replace the Landscape Supervisor, nor will Service Provider use any subcontractors, without City's prior written consent.
- 2. **TERM OF AGREEMENT.** The term of this agreement is from January 7, 2015 through January 6, 2018. If City determines that Service Provider has satisfactorily performed all requirements in this Agreement, City may extend the Agreement for up to two additional one-year terms.
- 3. **TIME OF PERFORMANCE.** Time is of the essence in the performance of services under this Agreement, and the timing requirements set forth herein will be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Any services for which times for performance are not specified in this Agreement will be started and completed by Service Provider in a reasonably prompt and timely manner based upon the circumstances and direction communicated to Service

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XL Landscape Development

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Provider. Service Provider will submit all requests for extensions of time to City in writing no later than ten days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due. City will grant or deny such requests at its sole discretion.

4. **INDEPENDENT CONTRACTOR STATUS.** Service Provider is an independent contractor and is solely responsible for all acts of its employees, agents, or subcontractors, including any negligent acts or omissions. Service Provider is not City's employee and Service Provider will have no authority, express or implied, to act on behalf of City as an agent, or to bind City to any obligation, unless City provides prior written authorization to Service Provider. Service Provider is free to work for other entities while under contract with City. Service Provider is not entitled to City benefits.
5. **CONFLICTS OF INTEREST.** Service Provider (including its employees, agents, and subcontractors) will not maintain or acquire any direct or indirect interest that unreasonably conflicts with the performance of this Agreement. If Service Provider maintains or acquires such a conflicting interest, City may terminate any contract (including this Agreement) involving Service Provider's conflicting interest.
6. **COMPENSATION.**

6.1 **General.** For services performed by Service Provider under this Agreement, City shall pay Service Provider at the rates set forth in Exhibit "C", attached hereto and made a part hereof. Service Provider's fee for this Agreement is Not To Exceed \$691,016 per CITY's calendar year, including City requested additives. Service Provider's billing rates will cover all costs and expenses for Service Provider's performance of this Agreement. No work will be performed by Service Provider in excess of the Not to Exceed amount without City's prior written approval.

6.2 **Quantities.** Services levels (Service Level A or Service Level B) for each zone are as set forth in Exhibit "D" attached hereto and made a part hereof. The work to be performed is based on approximate square footages only. City reserves the right to, in writing, increase or decrease the service level and/or amount of any portion of the work or to omit portions of the work that may be deemed reasonably necessary by City to conform with the standards contained in the Agreement or to conform with the fiscal constraints of each zone. In any such case of increased or decreased work, Service Provider's compensation will be adjusted on a pro rata basis according to the unit pricing, set forth in Exhibit "C", within the zone for which work is increased or decreased.

Where dead plant materials have been or are removed, quantities may be adjusted and compensation modified accordingly until the areas can be renovated.

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- 6.3 Provisions for Extras.** No new or extra work of any kind will be considered an extra unless a separate estimate is given in writing for said work and the estimate is approved in writing by the Public Works Director or designee before the work is commenced. Verbal authorizations will not be permitted.
- A. Extra work will not be performed without prior approval by City unless a condition exists wherein it appears there is an immediate safety concern, danger of injury to Service Provider, City staff, public, or damage to property.
 - B. Extra work may be required by City as a result of acts of God, vandalism, theft, civil disturbances, accidents, or special events.
 - C. The following extra work may be required by City:
 - 1. Installation of new landscaping (not maintenance of new landscaping).
 - 2. Removal of existing live landscaping.
 - 3. Renovation of existing areas (not maintenance of new landscaping).
 - D. Payment for extra work will be based on actual cost of labor plus wholesale cost of materials plus 10%, and must be supported by receipts of said materials and certified payroll reports.
- 6.4 Provisions for Additives.** Upon prior written approval from the Public Works Director or designee, Service Provider shall perform such Additives as the Public Works Director approves at the unit pricing set forth in Exhibit "C".
- 6.5 Restoring Zones to Maintenance Level.** Within the first six months of this Agreement, Service Provider will bring the maintenance levels of all areas, at the time the Agreement is executed, up to the maintenance levels set forth in this Agreement at no extra cost, provided, however, that City will reimburse Service Provider for Tracy Material Recovery Facility fees that Service Provider actually incurs for only self-hauling disposal of the excess vine trimmings and excess material initially removed from channelways in those zones to comply with this section. City reserves the right to require Service Provider to instead load such excess material into City owned trucks for City disposal at the Tracy Material Recovery Facility.
- 6.6 Invoices.** Service Provider will submit monthly invoices to City which include the date and type of services performed in each zone.
- 6.7 Payment.** Within 30 days after City's receipt of invoice, City will make payment to Service Provider based upon the services described on the invoice and actual work performed by Service Provider and approved by City. Each invoice is to be broken down by zone with description of services (e.g. monthly Service Level "A", monthly Service Level "B", Additional Services – such as fertilization, etc.). The quantities listed in Exhibit "C" do not govern final payment. No separate payment will be made for incidentals or any items delineated in the Agreement documents or called for in the specifications to be supplied,

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installed, or performed which are not specifically listed as additional items but are required to complete the project. Full compensation for such items will be considered as included in the prices paid for the various items of work involved. If upon completion of the monthly schedule, these actual quantities show either an increase or decrease from the quantities given in Exhibit "C", the unit prices in the Agreement will prevail.

7. **SOLICITATION OF WORK / OUTSIDE WORK.** Service Provider is prohibited from using any equipment, vehicles, and/or crew, including direct or line level supervisory staff, assigned to perform work under the Agreement, to solicit or perform work for any residential or commercial work outside of the City Agreement during the hours, including lunch and break times, that they are scheduled to be executing any part of City Agreement.

8. **SUSPENSION AND/OR TERMINATION OF AGREEMENT.** City may terminate this Agreement as follows:

8.1 **General.** By reason of Service Provider's default:

8.1.1 If Service Provider adjudged bankrupt, or if Service Provider should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of insolvency, then in any such case City will have the power to suspend or cancel the Agreement.

8.1.2 Should Service Provider fail to begin work within the time required in such manner as to ensure full compliance with the Agreement within the time limit, or if the work to be done under the Agreement is abandoned by Service Provider, or if at any time City is of the opinion that the said work is unnecessarily or unreasonably delayed, Service Provider is not providing the adequate work force and equipment to perform duties in a timely manner, or that said Service Provider is willfully violating any of the terms of the Agreement, or is not executing the Agreement in good faith or is not following the instructions of City as to additional force necessary in the opinion of City for Service Provider's completion within the required time or standard, or if at any time Service Provider is not properly carrying out the provisions of the Agreement in its true intent and meaning, then in any such case, notice thereof in writing will be served upon Service Provider, and should Service Provider neglect or refuse to provide means for a satisfactory compliance with the Agreement and with the direction of City within the time specified in such notices, City will have the power to suspend the operation of the Agreement in whole or in part by serving a "Notice of Suspension" to said Service Provider.

8.1.3 Upon receiving such "Notice of Suspension," said Service Provider will discontinue said work or such parts of it as City may designate. Upon such suspension, City may employ other parties to carry out the Agreement to completion, employ the necessary workmen, substitute other machinery or materials, purchase the materials needed in such manner as City may deem proper, or hire such manpower and buy such machinery, tools, materials, and

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supplies at Service Provider's expense, as may be necessary for the proper conduct of the work and for the completion thereof. Any excess of costs arising over and above the Agreement price will be charged against Service Provider and its sureties.

8.1.4 By reason of acts beyond the control of City, the Agreement entered into under these specifications may be terminated by City without liability for damages whenever City is prevented by operation of law, an act of God, or by the official action of any public, Federal, State, or Municipal authorities from completing the work contemplated hereunder.

8.1.5 It is further agreed that in the event City should require any or all work to be suspended or canceled, such suspension or cancellation will be made without liability to City.

8.2 **Notification.** Notice of suspension or cancellation for any reason will be given in writing and will be complete one day after deposit in the United States mail in the County of San Joaquin, in a sealed envelope with postage prepaid and directed to Service Provider at its address as filed with City. Such notice will be complete upon personal delivery to any person whose actual knowledge of such suspension or cancellation would be sufficient notice to Service Provider. This notice will be given ten days ahead of suspension and ten days ahead of cancellation. Actual knowledge of such suspension or cancellation by an officer of Service Provider, or by the employee regularly in charge of the work on behalf of said Service Provider, will in any case be sufficient notice.

9. OWNERSHIP OF WORK. All original documents prepared by Service Provider for this Agreement, whether complete or in progress, are the property of City, and will be given to City at the completion of Service Provider's services, or upon demand from City.

10. INDEMNIFICATION. In this section, "City" means City, its officials, officers, agents, employees, and volunteers; "Service Provider" means Service Provider, its employees, agents, subcontractors, and subcontractors; "Claims" includes claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all related costs and expenses in connection therein) and any allegations of these; and "Arising out of" includes "pertaining to" and "relating to."

Service Provider will, to the fullest extent permitted by law, indemnify, defend (with independent counsel approved by City), and hold harmless City from and against any claims arising out of Service Provider's performance or failure to comply with obligations under this Agreement, except to the extent caused by the sole, active negligence, or willful misconduct of City.

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The provisions of this section survive completion of the services or the termination of this Agreement, and are not limited by the provisions of Section 13 relating to insurance.

- 11. BUSINESS LICENSE AND PERMITS.** Before beginning work under this Agreement, Service Provider will obtain a City of Tracy Business License. Service Provider will procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental for the performance of the work. In the event City has obtained permits, licenses, or other authorizations applicable to the work, Service Provider will comply with the provisions of said permits, licenses and other authorizations.
- 12. GENERAL PREVAILING RATE OF PER DIEM WAGES.** Service Provider is hereby notified that pursuant to California Labor Code Section 1770 et. seq., City of Tracy has ascertained the general prevailing rate of per diem wages and the rates for legal holiday and overtime work for the locality in which the work is to be performed. The work defined in Exhibit "A" is a public work subject to prevailing wages under Labor Code Sections 1720 et. seq. Pursuant to Labor Code Section 1781, Service Provider will be obligated to cause the work contemplated by this Agreement to be performed as such.
- 13. INSURANCE.**

 - 13.1 General.** Service Provider will, throughout the duration of this Agreement, maintain insurance to cover Service Provider, its agents, representatives, and employees in connection with the performance of services under this Agreement at the minimum levels set forth here.
 - 13.2 Commercial General Liability** (with coverage at least as broad as ISO form CG 00 01 01 96). "Per occurrence" coverage will be maintained in an amount not less than \$2,000,000 general aggregate and \$1,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.
 - 13.3 Automobile Liability** (with coverage at least as broad as ISO form CA 00 01 07 97, for "any auto"). "Claims made" coverage will be maintained in an amount not less than \$1,000,000 per accident for bodily injury and property damage.
 - 13.4 Workers' Compensation.** Coverage will be maintained as required by the State of California.
 - 13.5 Endorsements.** Service Provider will obtain endorsements to the automobile and commercial general liability with the following provisions:

 - 13.5.1** City (including its elected officials, officers, employees, agents, and volunteers) will be named as an additional "insured."

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- 13.5.2** For any claims related to this Agreement, Service Provider's coverage will be primary insurance with respect to City. Any insurance maintained by City will be excess of Service Provider's insurance and will not contribute with it.
- 13.6** **Notice of Cancellation.** Service Provider will notify City if the policy is canceled before the expiration date. For the purpose of this notice requirement, any material change in the policy prior to the expiration will be considered a cancellation. Service Provider will immediately obtain a replacement policy.
- 13.7** **Authorized Insurers.** All insurance companies providing coverage to Service Provider will be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California.
- 13.8** **Insurance Certificate.** Service Provider will provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance, in a form satisfactory to City, no later than ten days after the execution of this Agreement.
- 13.9** **Substitute Certificates.** No later than 30 days prior to the policy expiration date of any insurance policy required by this Agreement, Service Provider will provide a substitute certificate of insurance.
- 13.10** **Service Provider's Obligation.** Maintenance of insurance by Service Provider as specified in this Agreement will in no way be interpreted as relieving Service Provider of any responsibility whatsoever (including indemnity obligations under this Agreement), and Service Provider may carry, at its own expense, such additional insurance as it deems necessary.
- 14.** **BOND.** Service Provider's performance of the Agreement will be secured by way of Service Provider issuing a bond, acceptable to the City Attorney, in the amount of \$150,000. City will be entitled to use the bond to cause any uncompleted work to be performed by its own forces and/or by a third party. Within 30 days after termination of the Agreement, if no uncured default exists, City will release the bond.
- 15.** **ASSIGNMENT AND DELEGATION.** This Agreement and any portion of it will not be assigned or transferred, nor will any of Service Provider's duties be delegated, without City's written consent. Any attempt to assign or delegate this Agreement without City's written consent will be void and of no effect. City's consent to one assignment will not be deemed to be a consent to any subsequent assignment.

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16. MISCELLANEOUS.

16.1 Notices. All notices, demands, or other communications which this Agreement contemplates or authorizes will be in writing and will be personally delivered or mailed to the other party as follows:

To City:
Public Works Director
City of Tracy
520 Tracy Boulevard
Tracy, CA 95376

To Service Provider:
XL Landscape Development
3435 52nd Avenue
Sacramento, CA 95823

With a copy to:
City Attorney
333 Civic Center Plaza
Tracy, CA 95376

Communications will be deemed to have been given and received on the first to occur of: (1) actual receipt at the address designated above, or (2) three working days after the deposit in the United States Mail of registered or certified mail, sent to the addresses designated above.

16.2 Modifications. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.

16.3 Waivers. Waiver of a breach or default under this Agreement will not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

16.4 Severability. If a term of this Agreement is held invalid by a court of competent jurisdiction, the Agreement will be construed as not containing that term, and the remainder of this Agreement will remain in effect.

16.5 Jurisdiction and Venue. The interpretation, validity, and enforcement of the Agreement will be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement will be filed and heard in a court of competent jurisdiction in the County of San Joaquin.

16.6 Entire Agreement. This Agreement comprises the entire integrated understanding between the parties concerning the services to be performed. This Agreement supersedes all prior negotiations, representations or agreements.

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16.7 Compliance with the Law. Service Provider will comply with all local, state, and federal laws, whether or not those laws are expressly stated in this Agreement.

16.8 Standard of Care. Unless otherwise specified in this Agreement, the standard of care applicable to Service Provider's services will be the degree of skill and diligence ordinarily used by reputable professionals performing in the same or similar time and locality, and under the same or similar circumstances.

17. SIGNATURES. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of Service Provider and City. This Agreement will inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

The parties agree to the full performance of the terms set forth here.

City of Tracy

Service Provider

XL Landscape Development

By: Michael Maciel
Title: Mayor

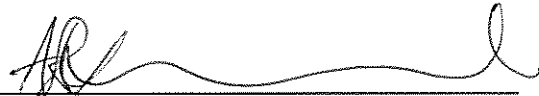

By: Russell Bay
Title: President

Date: _____

Date: 12/30/14
Fed. Employer ID No. _____

Attest:

By: Carole Fleischman
Title: Interim City Clerk


By: Anthony Hunter
Title: Chief Financial Officer

Date: _____

Date: 12/30/14

Approved As To Form:

By: Daniel G. Sodergren
Title: City Attorney
Date: _____

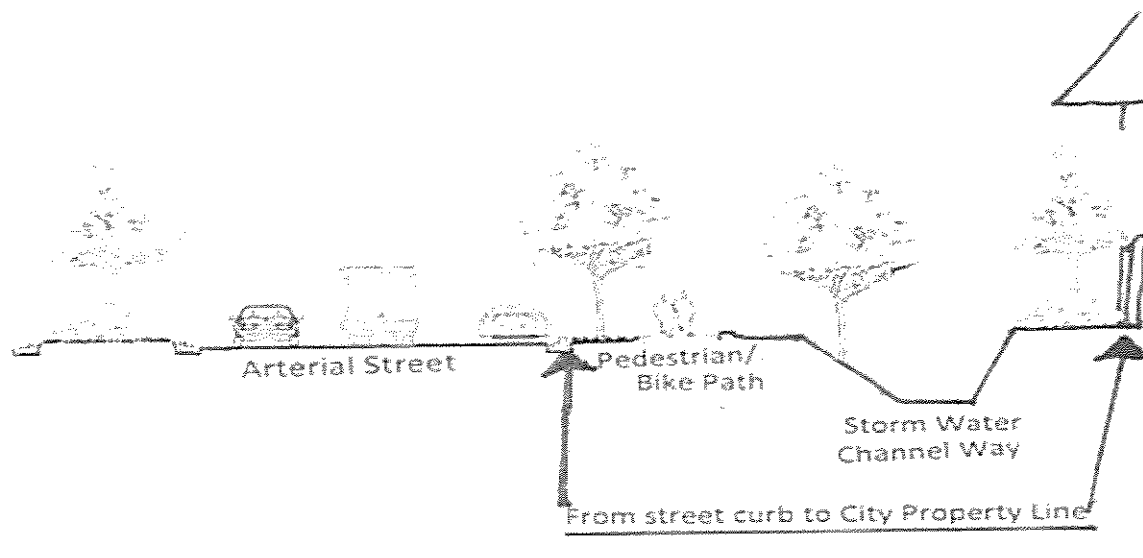
- Exhibits: A: Conditions and Scope of Services
 B: Statement of Work for Service Levels
 C: Compensation
 D: Service Levels by Zone

EXHIBIT A

CONDITIONS AND SCOPE OF SERVICES

SECTION 1 - DEFINITIONS

1. Additives – Increased frequency of tasks required under the Agreement. Charges for additives will be the unit costs set forth in Exhibit “C”
2. Channelway – Exposed channelway from City Property Line to face of curb (which includes transit channelway corridor)



3. City – City of Tracy
4. Cobble – Permanent hardscape appearing as deliberately placed river rock or stone
5. Dredge – The periodic removal of sediments and debris from the bottom of the channelways and culvert entrance/exit to assure reasonable unobstructed conveyance of storm water
6. Extras – Requested services beyond the current Scope of Services contained within the Agreement (separate from “adding area”).
7. General Cleanup – Removal of debris, litter, refuse, trimmings, clippings, branches, cores, tools and equipment, or any obstruction not part of the designed landscape plan

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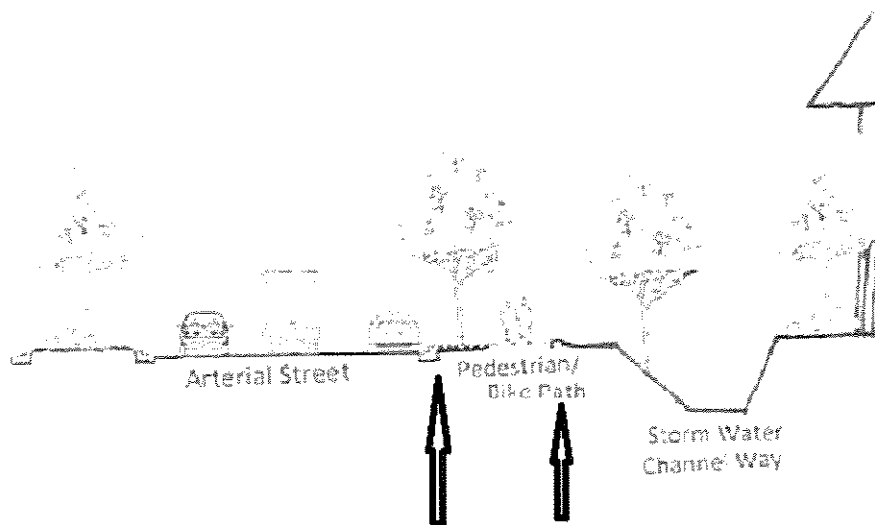
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8. Hardscape - Non-living landscape in the public right-of-way that provides aesthetic and functional benefits to the public such as pedestrian/bike paths, stamped concrete, and cobble
9. IPM – Integrated Pest Management techniques for weed and pest control. Includes the use of cultural techniques, biological controls and pesticides to manage/prevent infestations and reduce pesticide usage.
10. LMD – Landscape Maintenance District
11. Median – The dividing area, either hardscaped (such as cobble or concrete) or landscaped, between opposing lanes of traffic
12. Mow Strip – Turf area between curb and pedestrian/bike path
13. New Area – Existing area not included in the Agreement, either by error or new development resulting in additional landscaping and improvements added to the Agreement (not renovation of existing areas)
14. Pest Control – Includes the control of vertebrate pests, insects, diseases and fungi. IPM guidelines and practices are to be utilized.
15. PSA – Professional Services Agreement
16. Planter Strip – Non-turf area between curb and pedestrian/bike path
17. Public Right-of-Way – That area not considered private property which City owns and is accessible to the public for travel either by walking, bicycling, or driving
18. Shrubs/Groundcover – Area consisting of shrubs and/or other living groundcover, other than turf or trees
19. Streetscape – Any combination of turf, trees, shrubs, and groundcover, along or within, a public right-of-way street
20. Safety Cleanup – Trimming of shrubs, groundcovers or trees that are obstructing path of travel; vehicular/pedestrian lines of vision to safety traffic signs and control signals; removal of hazards such as glass or other harmful debris within children's play areas and parks; keeping sidewalks free from slime/algae
21. Service Level "A:" Non-Turf Maintenance – The highest standard of maintenance which includes trimming, pruning, training, edging, mowing of groundcover, fertilizing, removal and replacement of dead plants, leaf and trash pickup, weed, pest and disease control, and general cleanup (See Exhibit "B" for additional detail)
22. Service Level "A:" Turf Maintenance – The highest standard of maintenance which includes mowing, edging, trimming, weed control, aerating, dethatching, leaf pickup, and general cleanup (See Exhibit "B" for additional detail)
23. Service Level "B:" Non-Turf Maintenance – Grounds maintenance performed at a lesser standard than Service Level "A" in terms of *frequency* and/or tasks performed (See Exhibit "B" for additional detail)
24. Service Level "B:" Turf Maintenance – Turf maintenance performed at a lesser standard than Service Level "A" in terms of *frequency* and/or tasks performed

(See Exhibit "B" for additional detail)

25. Transit Channelway Corridor – Inner edge of pedestrian/bike path to face of curb, but still within the channelway



Transit Channelway Corridor

26. Turf – Irregular or regular shaped grass area
27. Zone – Geographic area within the Tracy LMD

SECTION 2 – SUMMARY DESCRIPTION OF WORK

- A. General Scope Summary.** The work required for this Agreement consists of landscape and parks landscaping maintenance predominantly within Zones 1 – 41, and non-LMD areas along Grantline Road, Eleventh Street, and Valpico Road. Service Provider will furnish all labor, appropriate equipment, materials, and supervision to perform landscape maintenance as described herein.
- B. Maintenance Standard Summary.** The level of maintenance shall present an attractive and desirable landscape appearance at all times. This must be accomplished by Service Provider maintaining plants, turf, and other vegetation in a healthy, well-kept, safe state at all times. The Scope of Services includes weed and litter removal and disposal, and general site clean-up. Maintenance of each area is to be completed as specified herein. City may determine that additional maintenance is required to meet the standards set forth herein.
- C.** The work required from this Agreement consists of landscape (including median landscaping), parks landscaping, and channelways maintenance. To accomplish City's objective, services will include, but are not limited to, the following:
1. Weeding and cultivating
 2. Fertilizing
 3. Trimming, pruning, training of shrubs

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4. Pest and disease control
5. Mowing, edging, aerifying, dethatching
6. Weed control including herbicide applications
7. Clean-up including removal of glass items and debris in park playground sand/barked areas on a weekly basis
8. Leaf pick-up
9. Trash pick-up
10. Providing a weekly written report from the Service Provider's Landscape Supervisor certifying compliance with the Agreement as to the accomplishment of work and/or extra work done
11. Providing updates for City's internal service request system within two business days of work completion on work orders assigned to Service Provider by City
12. Climbing vine maintenance (all climbing vines will be kept trimmed to grow onto walls and kept no higher than two feet below the top of the walls. If such trimming will interfere with private property owner's side of the wall which shares the vine growth, private property owner is to be consulted)
13. Reporting to City if trees overhang a pedestrian path at less than eight feet in height, less than 12 feet in height for bike paths, and less than 14 feet in height for a roadway. Clearance of low hanging limbs with less than 1" diameter to prevent hazards is required.
14. Keeping all gutters, curbs, parking lots, and pedestrian/bike paths adjacent to the Agreement areas free of weeds, trash, leaves, and other debris
15. Removing fallen tree limbs, dead plant material, and any other debris from landscaped areas

SECTION 3 - PRE-WORK CONFERENCE

A pre-work conference will take place at City on January 5, 2015 at 9:00 a.m. Service Provider will, at the pre-work conference, present:

1. A project schedule
2. Traffic control plan required in accordance with CMUTCD, Title 13, SB 198 and CAL/OSHA

SECTION 4 – WORK HOURS

Normal working hours will be between 7:00 a.m. and 5:00 p.m. Monday through Friday. No work will be done on the weekends, holidays, and before or after these specified hours, unless otherwise approved by City's authorized representative. Any work outside of these times must first be approved by City and will only be considered as a temporary change to the schedule.

SECTION 5 - SEQUENCE OF LANDSCAPING ACTIVITIES

To minimize public inconvenience and possible hazard, and to restore work areas to their original condition and former state of usefulness as soon as practicable, Service Provider must leave all areas neat, safe, and usable to City staff and the public. If, in City's opinion,

Service Provider fails to perform the work to the extent that the above purposes are not being accomplished, Service Provider will, upon orders from City, immediately take the steps necessary to fully accomplish said purposes at no additional cost to City. Should Service Provider fail to take the necessary steps to fully accomplish said proposed purposes after orders from City to do so, City may suspend the work in whole or in part, until Service Provider takes said steps. With or without such suspension, the City may cause such steps to be taken by other means at the Service Provider's expense.

SECTION 6 - PROGRESS MEETINGS AND REPORTS

A. Work Program

1. Each month, Service Provider will submit to the City for approval, a weekly work program for each zone and task; and within five calendar days of the City's written request at any other time during the term of the Agreement. The schedule will show:
 - a. Days of the week, approximate times, and work to be performed
 - b. The specific location at which work will be done, including the zone number of each location, and park names if applicable
 - c. The frequency of work to be provided
 - d. The dates on which Service Provider will start the work
2. Upon City approval of the work schedule, Service Provider will perform the work in accordance with the schedule and will immediately notify the City if the work cannot be performed as scheduled.
3. Service Provider will attend weekly progress meetings and other meetings that will be scheduled by the City.

B. Form Submittals

Service Provider will submit the following forms to the City as specified below:

1. Work Schedule A monthly work schedule calendar will be submitted to the City by the Service Provider's Landscape Supervisor.
2. Pesticide Application Record All legally required local and State pesticide related reporting remains the responsibility of the Service Provider. A copy of all legally required forms will be submitted to the County and a copy to the City's authorized representative on a monthly basis. Additionally, notification to the City's representative is required within 72 hours of any pesticide application.
3. Notification of Problem or Repair Notification will be submitted to the City's authorized representative within 24 hours of the discovery of a problem or needed repair.
4. Additive Items as set forth in Exhibit "C," will be completed and submitted to the City as needed to propose additional site landscaping and maintenance work that is in addition to the services described in Section 6. Additional work to be completed by the Provider will be done at the rates provided in Exhibit "C."

SECTION 7 - PRESERVATION OF PROPERTY

- A. General.** Service Provider will exercise due care to avoid damage to existing roadway improvements or facilities, utility facility, adjacent property, and roadside trees and shrubbery.

B. Provider Responsible to Replace Plant Material. Service Provider will replace, at Service Provider's own expense, any turf, groundcover, trees, shrubs, or other plant materials requiring replacement resulting from Service Provider's failure to provide maintenance in accordance with the provision herein. All plant materials replaced or provided by Service Provider will be warranted by Service Provider to be of good quality, healthy, and disease-free for one year from the date of planting. Plant materials not replaced in a timely manner will be replaced by the City and the cost of labor and materials deducted from the Service Provider's monthly payment.

SECTION 8 - PROTECTION OF EXISTING UTILITIES

All existing pipes, conduits, sewer drains, curbs, surveying monuments, valve boxes, irrigation parts, pedestrian/bike paths, and other structures and amenities will be carefully protected from damage by the Service Provider, and in case of damage, the damage must be immediately reported to the City who will oversee the restoration at the Service Provider's expense.

Service Provider must take due precautionary measures to protect the existing improvements and any other utilities, structures, or amenities found at the site. Service Provider is responsible to protect the existing storm drain system from any landscaping material and will not knowingly deposit any landscaping material into the existing storm drain system. If Service Provider deposits landscaping material into the existing storm drain system, the material will need to be removed by Service Provider immediately. Should Service Provider fail to remove the materials, the City will perform the removal at the Service Provider's expense.

SECTION 9 - DUST AND NOISE CONTROL

At all times, Service Provider must comply with the City's Dust Control (Section 7.24.010) and Noise Ordinances (Sections 4.12.810 and 4.12.840) within the Tracy Municipal Code.

Service Provider will be responsible for furnishing all labor, materials, tools, equipment, and incidentals for doing all work involved in controlling and preventing the formation of an airborne dust nuisance by watering as required by the City, to treat the site of the work in such a manner that it will confine dust particles to the immediate surface of the work.

Service Provider must make every reasonable effort to control noise generated as a result of this landscape maintenance to the satisfaction of the City. Use of power equipment will be limited to between the hours of 7:00 a.m. and 5:00 p.m. unless otherwise authorized by the City.

SECTION 10 - DISPOSAL OF MATERIAL

Unless otherwise specified herein, all excess materials (i.e. trimmed vegetation, trash and debris) that Service Provider is responsible for under the Agreement will become property of Service Provider and disposed of in a safe and legal manner by Service Provider at the

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Service Provider's expense. No material will be placed on private property or public property without prior approval from City and the property owner. Service Provider will not allow any refuse to be disposed upon paved streets or into City's storm drain system.

Service Provider is responsible for furnishing all labor, tools, and equipment to haul and deposit excess material off-site and for conforming to the requirements of this section.

Service Provider must take all clippings and refuse to the Tracy Material Recovery Facility (MRF) and Solid Waste Transfer Station at 30703 South MacArthur Drive and/or use the refuse disposal services of Tracy Disposal to be included in the composting of yard waste per City Franchise Agreement. Service Provider will be charged prevailing dumping fees at the Tracy MRF.

SECTION 11 – INSPECTION

The work will be done by Service Provider to the complete satisfaction of City. Inspection of the work will be performed by City.

City will at all times have safe access to the work being performed and will be furnished with every resource for ascertaining that the equipment used and employed, and the workmanship are in accordance with the requirements and intention of the Agreement.

The inspection of the work will not relieve Service Provider of any of its obligations to fulfill the Agreement as prescribed. Defective work will be made good and unsuitable materials may be rejected, notwithstanding that such defective work and materials have been previously overlooked by City and accepted or estimated for payment.

City will make periodic inspections of the services performed by Service Provider at each site using the monthly work schedule calendar provided by the Service Provider. Service Provider or designee will attend such monthly inspections. Inspection times will be set up to accommodate both parties' schedules.

If performance deficiencies are found, they will be noted on a checklist and City may withhold payment for those services until the deficiencies are corrected to the satisfaction of City.

In addition to monthly inspections, City may, at its discretion, inspect and review work at any time to assure that it has been completed as specified prior to payment.

SECTION 12 – ACCEPTABILITY OF WORK PERFORMED

All work must be reasonably acceptable to City, or Service Provider will re-perform the work until it is acceptable, at no further cost to City. There will be a weekly meeting at the Boyd Service Center (BSC) or on-site with Service Provider and City, to certify the accomplishment of work. Any specific problem area which does not meet the conditions of the specifications set forth herein will be called to the attention of Service Provider along

with action required to satisfy the specifications. The Service Provider's on-site Supervisor will be shown all areas of responsibility, plus new additions if applicable.

SECTION 13 – WORK ORDER SYSTEM

Service Provider may be required to access, respond to, and update customer requests on City's internal service request system. Each request will be closed by the City's representative following the review and approval of the service performed.

If the requested work is outside of the scope of normal services herein identified, Service Provider must obtain City approval for the extra work prior to initiating the task (see Agreement Section 6 Compensation 6.3 – Provisions for Extras). If the requested work is within the scope of normal services, Service Provider will remedy the item as prioritized by the City.

SECTION 14 - EXAMINATION OF SITE AND WORK

Service Provider has examined the location, physical conditions, and surroundings of the work areas, and became familiar with the project site conditions.

SECTION 15 – WORKFORCE, SAFETY, WORKMANSHIP, SUPERVISION, AND DAMAGES

- A. Service Provider must provide a workforce sufficient to complete the work to meet the City's objectives. Included in this workforce will be a competent Landscape Supervisor acceptable to the City or designee, who will be responsible for adherence to the project requirements.
- B. Service Provider must take all necessary precautions for the safety of employees on the workforce to prevent accidents or injury to persons on, about, or adjacent to the premises where the work is being performed. Service Provider must provide and properly maintain at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and will post appropriate signs warning against hazards created by such features of landscape maintenance. All work is to be done in accordance with CMUTCD, Title 13, SB 198 and CAL/OSHA.
- C. Where landscaping maintenance may create potential or known hazards on streets or roads and to persons traveling them, Service Provider will obtain at its own expense, and place whatever signs, lights, barricades, or other safety devices as necessary to prevent accidents, injuries, or damages, consistent with the City, County, and CMUTCD (Traffic Control Handbook).
- D. All operations must be conducted so as to provide maximum safety for the public, City staff, and the Service Provider.
- E. Service Provider's Landscape Supervisor must have control of all work crews assigned to perform work under this Agreement.
- F. Service Provider's Landscape Supervisor or Foreman is to be assigned to this project only and is to be available to the City during working hours.
- G. Service Provider's Landscape Supervisor/Foreman must report, without delay, any

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damage to City's equipment or property. Replacement of any damage caused by Service Provider and its employees will be performed by City and charged to Service Provider.

- H. Repairs required to the irrigation and sprinkler systems resulting from damage by Service Provider, must be reported promptly to City and City will repair at Service Provider's expense.
- I. Replacement of all plant materials, shrubs, ground cover, mulch, pebble, bark, and/or other materials or amenities made necessary due to Service Provider's negligence will be the responsibility of Service Provider and must be replaced within 14 days of City being notified of the damage or of City notifying Service Provider of the damage. If work is not completed, City will have work performed at Service Provider's expense.
- J. Plants that are destroyed by vandalism or due to no fault of Service Provider will be the responsibility of City.
- K. Any damage to plant material by rodents that have been neglected by Service Provider will be replaced by Service Provider at no additional cost to City.

SECTION 16 - STORAGE OF MATERIALS

A location for staging and storing of equipment and trucks must be located within 50 miles of Tracy City Limits. Service Provider will notify City of location and/or changes to location. A City facility may be obtainable upon a negotiated price, terms, and availability.

SECTION 17 - PERSONNEL QUALIFICATIONS AND CONDITIONS

- A. Service Provider's Landscape Supervisor/Foreman is to be thoroughly skilled and experienced in landscape maintenance, must have served as a Supervisor for at least three years in a comparable environment, and be a licensed pesticide applicator authorized by the State of California to apply the categories of pesticides normally used in landscape maintenance and aquatic operations.
- B. The City reserves the right to approve a suitable replacement should Service Provider propose a Landscape Supervisor/Foreman different than that accepted during the proposal process.
- C. All Service Provider personnel working in the areas covered by this Agreement will be of good character, and be identifiable at all times by wearing a company uniform, a safety vest worn outside other clothing that clearly identifies Service Provider's Company name on the back, and name tags that have been approved by City. Such uniform will be consistent for all workers and must be worn at all times while performing work as per this Agreement. Said uniform will be kept in a neat and orderly manner.

SECTION 18 - CLEANING

- A. Service Provider will perform general and safety cleanup at all times.
- B. Upon completion of any work, and before leaving the worksite for the remainder of the day, Service Provider will remove remaining excess materials, waste, rubbish, debris, and any construction and installation equipment from the premises.
- C. Any dirt or stains caused by the work will be properly removed.

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- D. No debris will be forced to the street, catch basins, or storm drain systems by blowing equipment or by any other means.
- E. Service Provider will clean pedestrian/bike paths, roadways, and any other areas littered or soiled by its maintenance operations and/or equipment.

SECTION 19 - WORKMANSHIP

- A. Service Provider must furnish all equipment, supplies, and materials to accomplish required maintenance to meet City objectives. City may determine that additional maintenance is required to meet the standards set forth in the Agreement and will issue directives for additional action.
- B. Work must be performed by a skilled landscape worker, and supervised by a competent Landscape Supervisor/Foreman with experience and technically trained in landscape maintenance work in accordance to industry standards.
- C. Pest Control.
 - 1. When maintaining City landscapes, Service Provider, after consulting City, will manage pest problems utilizing IPM guidelines and techniques through prevention and treatment using physical, mechanical, and biological controls as the first measure of treatment when possible. The least toxic pesticide practical for the control of the target pest will be used only after alternative treatment methods or products have been determined to be unfeasible.
 - 2. City and Service Provider will work to implement progressive IPM principles and practices in an effort to minimize the use of pesticides. These programs include setting acceptable thresholds of infestations and a process for determining the best prevention or treatment method for a given pest while adjusting treatments as necessary to prevent resistance.
 - 3. Service Provider will be responsible for the selection and proper application of pesticides. Only a license-holding Q.A.C. or Q.A.L. will be allowed to apply pesticides. Service Provider will obtain a signed pest control recommendation from a California licensed Pest Control Adviser (PCA) prior to any application. A copy of all recommendations as well as all pesticide use reports will be supplied to the City and the County on a monthly basis.
 - 4. Any property damage, injuries or illnesses resulting from the use of such pesticides will be the responsibility of the Service Provider.
 - 5. Any damage to trees, shrubs, groundcover, and/or turf areas resulting from improper application of pesticides or fertilizers will be the responsibility of Service Provider and must be replaced within 14 days.
 - 6. When required by law or regulation, areas to be treated will be posted in a visible area 48 hours prior to treatment by Service Provider. The postings will be removed per product label, State, and County requirements.
- D. Special maintenance, outside the scope of this Agreement, if required, will be with written permission from the Public Works Director or designee.
- E. Irrigation.
 - 1. City is responsible for controller and irrigation scheduling, programming and repairs.
 - 2. Service Provider will report over watering or lack of watering/plant water stress to the City.

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3. Service Provider will report to City any malfunction, poor system performance, or damage of the irrigation systems in any City maintenance area.
- F. Service Provider will Report any broken tree stakes to the City and repair any loose tree ties.
- G. Service Provider will provide Notification of Specialty Type Maintenance operations to City 48 hours prior to each of these operations by Service Provider.
- H. Any maintenance vehicles regularly used by the Service Provider, or those persons representing the Service Provider's company, must be in proper working order and in a good state of repair. Vehicles will clearly present Service Provider's Company sign on both front doors which include the Company name and telephone number of the local office. Vehicles will also be equipped with traffic warning beacon lights per Title 13, Article 21 and CMUTCD. Vehicles will be kept reasonably clean and professional in appearance.

EXHIBIT B

STATEMENT OF WORK FOR SERVICE LEVELS

SECTION 1 - STANDARDS OF PERFORMANCE

- A. This Agreement is to provide a level of maintenance that will result in an attractive and desirable appearance of City landscaping at all times. Service Provider, utilizing its own means and methods, agrees to maintain all designated areas covered by this Agreement at the levels indicated by the City. City will be the sole judge as to the adequacy of maintenance and adherence to the Agreement provisions.
- B. Service Provider's means and methods will cover all labor, material and standards for landscape, maintenance, and mechanical workmanship to be employed in the work called for by City. Work or materials of a minor nature which may not be specifically mentioned, but which may be reasonably assumed as necessary for the completion of this work to meet City objectives, will be performed by Service Provider and included in its maintenance costs.
- C. All materials and equipment furnished by Service Provider will be high grade, appropriate, and free from defects and imperfections, in order to provide maximum efficiency and productivity unless otherwise hereinafter specified. Workmanship will be in accordance with the best standard practices. Both materials and workmanship will be subject to the approval of City. All materials used will be approved in advance by City. Service Provider will provide its crews with sufficient tools and equipment necessary to perform the required work.

SECTION 2 - SERVICE LEVEL "A"

Service Level "A" represents the highest standard of maintenance and care in terms of maintaining and promoting landscaping that visibly has the following characteristics:

A. Turf Areas

- 1. Weed-free at all times
- 2. Free from pests and disease
- 3. Nourished adequately to promote healthy and flourishing foliage
- 4. Turf, including the turf around planter mow strips, walkways, and other areas where turf exists, is a maximum height of 3" year-round
- 5. Trash is picked up in parks, streetscapes, and adjacent landscaped areas prior to mowing
- 6. Turf is edged and well-manicured at all times
- 7. Landscaping around sprinkler heads is trimmed as necessary to assure landscape does not impede operations of sprinklers, allowing sprinklers to provide maximum water coverage
- 8. Turf is kept two feet away from the base of trees. Larger turf/weed-free tree basins may be approved by the City on a case by case basis (herbicides must be approved by City)

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9. Pathways, parking lots, and other paved areas are free from clippings, cores, debris, and litter at a minimum of twice per week

B. Groundcover, Shrubs, Hedges

1. All groundcover, shrubs, and hedges are trimmed, pruned, or otherwise maintained to achieve desired form
2. Weed-free at all times (Non-selective post-emergent weed control will not be used in any groundcover or shrub area where a minimum of 75% of that area is covered with approved plant material)
3. Nourished adequately to promote healthy and flourishing foliage
4. Growth is restricted from encroaching on other plant material (unless otherwise indicated by City), pedestrian/bike paths, or other adjacent areas
5. Safe and attractive
6. Free from dead, diseased, or damaged branches or foliage
7. Free from trash and debris
8. Free from pests, including rodents and snails

C. Climbing Vines

Well-trimmed and are no higher than two feet below the top of walls (where climbing vines already reach top of walls, the property owner will be consulted as to whether trimming to top of wall is desired so as not to interfere with growth that is now extending to the property owner's side of the wall or fence)

D. Other

1. Report to City if trees overhang a pedestrian path at less than eight feet in height, less than 12 feet in height for bike paths, and less than 14 feet in height for a roadway. If a low hanging limb is less than 1" in diameter, the Service Provider will remove and dispose of the limb.
2. All gutters, curbs, parking lots, and pedestrian/bike paths adjacent to Agreement areas will be free of weeds, trash, leaves, and other debris
3. Sidewalks will be free of slime/algae
4. Leaves, paper, weeds, fallen tree limbs, and any other debris will be removed from landscaped areas and disposed of off-site as needed
5. Plant materials adjacent to roadway intersections are trimmed or pruned to provide safe visibility for vehicles and pedestrians entering the intersection
6. Plant materials are trimmed and pruned so that all traffic control devices and signs are clearly visible to approaching drivers and pedestrians
7. General and safety clean-up in and around playground areas occur on days of mowing services or more frequently as determined by the City, including glass pick-up in all park areas

SECTION 3 - SERVICE LEVEL "B"

Service Level "B" represents the same service as Service Level "A," but at a less frequent maintenance and also includes one application of fertilizer. Service applications are based upon less funding available in each specific zone. Service Provider may be asked to make recommendations as to minimum services that can be provided to maintain and promote reasonable healthy and aesthetically pleasing landscaping within budget allowances for these zones. Listed below are the *differences* in turf maintenance between Service Level "A" and Service Level "B," but does not exclude any services in Service Level "A:"

A. Turf Areas

1. All turf areas are a maximum height of 4" March through November, and a maximum height of 5" December through February, with the borders neatly edged
2. General clean-up occurs after mowing and edging or as otherwise requested
3. Safety clean-up occurs during maintenance services
4. Leaves are picked up as needed
5. Weed-free at all times (Non-selective post-emergent weed control shall not be used in any groundcover or shrub area where a minimum of 75% of that area is covered with approved plant material)

SECTION 4 - CHANNELWAYS

Furnish all labor, equipment, materials, and supervision to perform channelway and bordering landscape maintenance as described herein including, but not limited, to the following:

A. Weeding and cultivating (where applicable)

B. Tree trimming (willow trees) and shrub pruning

C. Pest control

D. Mowing (where applicable)

E. Clean up

F. Trash pickup

G. Dredging (where necessary; maximum 15" to maintain water flow)

H. Turf Areas

1. Mowing and Edging: All turf areas are to be mowed to maintain a maximum height of 3" all year round with the borders neatly edged.
2. Spin Trimming: Mechanically trim around sprinkler heads as directed by the City to provide maximum water coverage. Trim around planter mowing strips, pedestrian/bike paths, and other areas as needed to maintain a maximum height of 3" all year round.

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3. Use herbicides around trees to keep turf two feet away from the base of trees. Larger turf/weed-free tree basins may be approved by the City on a case by case basis.
4. Maintain turf areas in a weed-free condition.
 - a. Chemical control of weeds will be initiated by the Service Provider's Landscape Supervisor to maintain "weed free" turf conditions.
 - ii. Non-selective herbicides will not be used in turf areas unless approved by the City or to maintain tree wells.

I. Groundcover Areas and Shrub Areas in Bordering Landscape

1. All weeds will be removed
2. Trim and edge groundcover of bordering landscape when necessary to restrict growth from encroaching on other plants, pedestrian/bike paths, trees, or other adjacent areas
3. Trim shrubs when necessary to restrict growth from encroaching on other plants, pedestrian/bike paths, or other adjacent areas of bordering landscaping only. Shape and prune shrubs to maintain a safe, attractive appearance
4. Remove all dead shrubs in channelways and report the removal to the City
5. Control pests (per definition), including rodents and snails as needed, to provide a healthy environment for plants and maintain safety for the public
6. Specific actions for shrubs are illustrated below in Section K for bordering landscape

J. Other

1. Remove low hanging limbs less than 1" in diameter. Report to the City if trees overhang a pedestrian path at less than eight feet in height, less than 12 feet in height for bike paths, or less than 14 feet in height for roadways
2. Leaves, paper, weeds, and any other garbage or debris (including shopping carts, etc.) will be removed from channelways and bordering landscaped areas connected to channelways and disposed of off-site a minimum of once per week

K. PRUNING STANDARDS OF SHRUBS AND GROUNDCOVERS

1. SP-Stub Pruning: Some shrub species, like *Raphiolepis*, produce new growth exclusively from areas near the ends of branches. Many of these will respond to removal of whole branch ends back to stubs by producing many new shoots from the remaining stub, assuming this is done in spring when new growth is strongest.
2. SR-Shoot Removal: The only other pruning that need be done to a plant with this growth habit is to remove occasional shoots which protrude beyond the shrub canopy. This is best done after the spring growth flush so that it need not be done again that season.

Examples of plants which fall into this category are:

Raphiolepis indica cultivars-Indian Hawthorn
Photinia fraseri
Escallonia spp.

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3. WSR-Water Sprout Removal: Another type of shrub growth habit is typified by Glossy Abelia. These plants commonly form two different types of growth. One is the twiggy short growth which forms the canopy of the plant, and in the Abelia produces flowers.

The main growth of these shrubs is composed of vigorous water sprout-like growth from near the ground level. These shoots are typically produced from March through early June. These vigorous shoots should be reduced to 8" below the canopy of the shrub from which they will branch to help produce new, healthy canopy growth.

Examples of plants which fall into this category are:

Abelia spp.

Spiraea spp.

Berberis spp.

4. HB-Heading Back: Plants like Lantana and Euryops require an annual severe pruning in spring if they are to retain the full round form for which they are planted.

Branch ends with clusters of twigs at the ends should be removed back to dormant buds on heavy limbs. These cuts may remove 50 percent (50%) or more of plant height and spread, but if done in spring, will result in a full dense plant in two (2) to three (3) weeks. The entire plant must be pruned when this technique is used.

Examples of plants which fall into this category are:

Lantana spp.

Cotoneaster horizontalis

5. TP-Tip Pruning: Some plant species respond poorly to heavy pruning. Lagerstroemia spp. is an example. These plants should only be pruned by removal of tip growth which is still green, leaving healthy foliage after the pruning. Occasional thinning may be required.
6. DCP-Drop Crotch Pruning: Plants like Evergreen Euonymus, which develop strong vertical growth, and often becoming taller than desired should be pruned by cutting the longest (tallest) shoots back to healthy side branches.

EXHIBIT C

COMPENSATION SUMMARY

| ZONE | SERVICE LEVEL "A" | SERVICE LEVEL "B" |
|------------------------|-------------------------|------------------------|
| BASE TOTAL FOR ZONE 1 | \$ <u>480</u> /Year | \$ <u>288</u> /Year |
| BASE TOTAL FOR ZONE 2 | \$ <u>1,596</u> /Year | \$ <u>972</u> /Year |
| BASE TOTAL FOR ZONE 3 | \$ <u>72,972</u> /Year | \$ <u>46,394</u> /Year |
| BASE TOTAL FOR ZONE 4 | \$ <u>0</u> /Year | \$ <u>0</u> /Year |
| BASE TOTAL FOR ZONE 7 | \$ <u>51,732</u> /Year | \$ <u>33,324</u> /Year |
| BASE TOTAL FOR ZONE 8 | \$ <u>10,692</u> /Year | \$ <u>6,540</u> /Year |
| BASE TOTAL FOR ZONE 9 | \$ <u>72,288</u> /Year | \$ <u>50,112</u> /Year |
| BASE TOTAL FOR ZONE 10 | \$ <u>23,484</u> /Year | \$ <u>14,760</u> /Year |
| BASE TOTAL FOR ZONE 12 | \$ <u>13,260</u> /Year | \$ <u>8,316</u> /Year |
| BASE TOTAL FOR ZONE 13 | \$ <u>16,932</u> /Year | \$ <u>10,532</u> /Year |
| BASE TOTAL FOR ZONE 14 | \$ <u>11,220</u> /Year | \$ <u>6,768</u> /Year |
| BASE TOTAL FOR ZONE 15 | \$ <u>57,156</u> /Year | \$ <u>34,800</u> /Year |
| BASE TOTAL FOR ZONE 16 | \$ <u>8,856</u> /Year | \$ <u>5,340</u> /Year |
| BASE TOTAL FOR ZONE 17 | \$ <u>25,212</u> /Year | \$ <u>14,772</u> /Year |
| BASE TOTAL FOR ZONE 18 | \$ <u>17,712</u> /Year | \$ <u>10,728</u> /Year |
| BASE TOTAL FOR ZONE 19 | \$ <u>23,040</u> /Year | \$ <u>14,196</u> /Year |
| BASE TOTAL FOR ZONE 20 | \$ <u>3,024</u> /Year | \$ <u>2,014</u> /Year |
| BASE TOTAL FOR ZONE 21 | \$ <u>12,060</u> /Year | \$ <u>7,368</u> /Year |
| BASE TOTAL FOR ZONE 22 | \$ <u>3,612</u> /Year | \$ <u>2,640</u> /Year |
| BASE TOTAL FOR ZONE 23 | \$ <u>2,856</u> /Year | \$ <u>1,728</u> /Year |
| BASE TOTAL FOR ZONE 24 | \$ <u>12,240</u> /Year | \$ <u>7,476</u> /Year |
| BASE TOTAL FOR ZONE 26 | \$ <u>41,184</u> /Year | \$ <u>25,044</u> /Year |
| BASE TOTAL FOR ZONE 27 | \$ <u>2,040</u> /Year | \$ <u>1,224</u> /Year |
| BASE TOTAL FOR ZONE 28 | \$ <u>3,540</u> /Year | \$ <u>2,160</u> /Year |
| BASE TOTAL FOR ZONE 29 | \$ <u>20,604</u> /Year | \$ <u>12,468</u> /Year |
| BASE TOTAL FOR ZONE 30 | \$ <u>5,640</u> /Year | \$ <u>3,396</u> /Year |
| BASE TOTAL FOR ZONE 33 | \$ <u>756</u> /Year | \$ <u>516</u> /Year |
| BASE TOTAL FOR ZONE 34 | \$ <u>5,328</u> /Year | \$ <u>3,228</u> /Year |
| BASE TOTAL FOR ZONE 35 | \$ <u>10,368</u> /Year | \$ <u>6,288</u> /Year |
| BASE TOTAL FOR ZONE 38 | \$ <u>28,404</u> /Year | \$ <u>18,036</u> /Year |
| BASE TOTAL FOR ZONE 39 | \$ <u>115,908</u> /Year | \$ <u>75,684</u> /Year |
| BASE TOTAL FOR ZONE 40 | \$ <u>264</u> /Year | \$ <u>156</u> /Year |
| BASE TOTAL FOR ZONE 41 | \$ <u>228</u> /Year | \$ <u>144</u> /Year |

* Currently Service Level B

* Actual PSA AMOUNT BASED ON SERVICE LEVEL PER CW ZONE = \$100,872

EXHIBIT C

Zone 1 (Refer to Exhibit E for more detail)

Total Zone Square Feet: 6,088

| Service Level "A" | Service Level "B" |
|------------------------------|-------------------|
| 40 - | 24 - |
| BASE TOTAL for Zone 1 | |

| SERVICE LEVEL "A" Additives | Cost Per Instance |
|---|-------------------|
| Fertilizing | 22 |
| Aeration of All Lawn Areas | 9 |
| Spraying of Broadleaf Weeds in Lawn Areas | 11 |
| Dethatching | 50 |

| SERVICE LEVEL "B" Additives | Cost Per Instance |
|---|-------------------|
| Fertilizing | 22 |
| Ground Cover and Shrub Maintenance | N/A |
| Aeration of Lawn Areas | 9 |
| Median Maintenance | N/A |
| Spraying of Broadleaf Weeds in Lawn Areas | 11 |
| Dethatching | 50 |

| SERVICE LEVEL "A" COSTS per square foot for additional future square footage | | | | | | |
|--|---------------------|----------------|-------------------|-------------|-------------|----------|
| Turf | Shrubs/Ground Cover | Weed Abatement | Broadleaf Control | Fertilizing | Dethatching | Aeration |
| Streetscape | .00745 | .0016 | .0018 | .0036 | .0084 | .0014 |
| Parks | .00745 | ↓ | ↓ | ↓ | ↓ | ↓ |
| Medians | .00435 | ↓ | ↓ | ↓ | ↓ | ↓ |

| SERVICE LEVEL "B" COSTS per square foot for additional future square footage | | | | | | |
|--|---------------------|----------------|-------------------|-------------|-------------|----------|
| Turf | Shrubs/Ground Cover | Weed Abatement | Broadleaf Control | Fertilizing | Dethatching | Aeration |
| Streetscape | .0045 | .0016 | .0018 | .0036 | .0084 | .0014 |
| Parks | .0045 | ↓ | ↓ | ↓ | ↓ | ↓ |
| Medians | .0030 | ↓ | ↓ | ↓ | ↓ | ↓ |

EXHIBIT C

Zone 2 (Refer to Exhibit E for more detail)

Total Zone Square Feet: 20,285

| Service Level "A" | Service Level "B" |
|-------------------|-------------------|
| 133- | 81- |

| SERVICE LEVEL "A" Additives | Cost Per Instance |
|---|-------------------|
| Fertilizing | 73 |
| Aeration of All Lawn Areas | 15 |
| Spraying of Broadleaf Weeds in Lawn Areas | 19 |
| Dethatching | 87 |

| SERVICE LEVEL "B" Additives | Cost Per Instance |
|---|-------------------|
| Fertilizing | 73 |
| Ground Cover and Shrub Maintenance | 66 |
| Aeration of Lawn Areas | 15 |
| Median Maintenance | 54 |
| Spraying of Broadleaf Weeds in Lawn Areas | 19 |
| Dethatching | 87 |

| SERVICE LEVEL "A" COSTS per square foot for additional future square footage | | | | | | | |
|--|--------|---------------------|----------------|-------------------|-------------|-------------|----------|
| | Turf | Shrubs/Ground Cover | Weed Abatement | Broadleaf Control | Fertilizing | Dethatching | Aeration |
| Streetscape | .00745 | .00745 | .006 | .018 | .0036 | .0084 | .0014 |
| Parks | ↓ | .00745 | ↓ | ↓ | ↓ | ↓ | ↓ |
| Medians | ↓ | .00435 | ↓ | ↓ | ↓ | ↓ | ↓ |

| SERVICE LEVEL "B" COSTS per square foot for additional future square footage | | | | | | | |
|--|-------|---------------------|----------------|-------------------|-------------|-------------|----------|
| | Turf | Shrubs/Ground Cover | Weed Abatement | Broadleaf Control | Fertilizing | Dethatching | Aeration |
| Streetscape | .0045 | .0045 | .006 | .018 | .0036 | .0084 | .0014 |
| Parks | ↓ | .0045 | ↓ | ↓ | ↓ | ↓ | ↓ |
| Medians | ↓ | .0030 | ↓ | ↓ | ↓ | ↓ | ↓ |

EXHIBIT C

Zone 3 (Refer to Exhibit E for more detail)

Total Zone Square Feet: 1,011,381

| Service Level "A" | Service Level "B" |
|------------------------------|-------------------|
| 6,443 | 3,866 |
| BASE TOTAL for Zone 3 | |

| Service Level "A" Additives | Cost Per Instance |
|---|-------------------|
| Fertilizing | 1,391 |
| Aeration of All Lawn Areas | 1,514 |
| Spraying of Broadleaf Weeds in Lawn Areas | 695 |
| Dethatching | 3,247 |

| Service Level "B" Additives | Cost Per Instance |
|---|-------------------|
| Fertilizing | 1,391 |
| Ground Cover and Shrub Maintenance | 1,498 |
| Aeration of Lawn Areas | 514 |
| Median Maintenance | 642 |
| Spraying of Broadleaf Weeds in Lawn Areas | 695 |
| Dethatching | 3,247 |

| SERVICE LEVEL "A" COSTS per square foot for additional future square footage | | | | | | |
|--|---------------------|----------------|-------------------|-------------|-------------|----------|
| Turf | Shrubs/Ground Cover | Weed Abatement | Broadleaf Control | Fertilizing | Dethatching | Aeration |
| Streetscape | .00745 | .006 | .0018 | .0036 | .0084 | .0014 |
| Parks | .00745 | ↓ | ↓ | ↓ | ↓ | ↓ |
| Medians | .00435 | ↓ | ↓ | ↓ | ↓ | ↓ |

| SERVICE LEVEL "B" COSTS per square foot for additional future square footage | | | | | | |
|--|---------------------|----------------|-------------------|-------------|-------------|----------|
| Turf | Shrubs/Ground Cover | Weed Abatement | Broadleaf Control | Fertilizing | Dethatching | Aeration |
| Streetscape | .0045 | .006 | .0018 | .0036 | .0084 | .0014 |
| Parks | .0045 | ↓ | ↓ | ↓ | ↓ | ↓ |
| Medians | .0030 | ↓ | ↓ | ↓ | ↓ | ↓ |

EXHIBIT C

Zone 4 (Refer to Exhibit E for more detail)

Total Zone Square Feet: 715

| Weed Abatement Only | |
|-----------------------|---|
| BASE TOTAL for Zone 4 | 0 |

SERVICE LEVEL "A" COSTS per square foot for additional future square footage

| | Turf | Shrubs/Ground Cover | Weed Abatement | Broadleaf Control | Fertilizing | Dethatching | Aeration |
|-------------|--------|---------------------|----------------|-------------------|-------------|-------------|----------|
| Streetscape | .00745 | .00745 | .006 | .218 | .0036 | .0084 | .0014 |
| Parks | ✓ | .00745 | ✓ | ✓ | ✓ | ✓ | ✓ |
| Medians | ✓ | .00435 | ✓ | ✓ | ✓ | ✓ | ✓ |

SERVICE LEVEL "B" COSTS per square foot for additional future square footage

| | Turf | Shrubs/Ground Cover | Weed Abatement | Broadleaf Control | Fertilizing | Dethatching | Aeration |
|-------------|-------|---------------------|----------------|-------------------|-------------|-------------|----------|
| Streetscape | .0045 | .0045 | .006 | .0018 | .0036 | .0084 | .0014 |
| Parks | ✓ | .0045 | ✓ | ✓ | ✓ | ✓ | ✓ |
| Medians | ✓ | .0030 | ✓ | ✓ | ✓ | ✓ | ✓ |

EXHIBIT C

Zone 7 (Refer to Exhibit E for more detail)

Total Zone Square Feet: 744,753

| | Service Level "A" | Service Level "B" |
|-----------------------|-------------------|-------------------|
| BASE TOTAL for Zone 7 | <u>4,311 -</u> | <u>2,777 -</u> |

| SERVICE LEVEL "A" Additives | Cost Per Instance |
|---|-------------------|
| Fertilizing | <u>1,054 -</u> |
| Aeration of All Lawn Areas | <u>410 -</u> |
| Spraying of Broadleaf Weeds in Lawn Areas | <u>527 -</u> |
| Dethatching | <u>2,460 -</u> |

| SERVICE LEVEL "B" Additives | Cost Per Instance |
|---|-------------------|
| Fertilizing | <u>1,054 -</u> |
| Ground Cover and Shrub Maintenance | <u>1,827 -</u> |
| Aeration of Lawn Areas | <u>410 -</u> |
| Median Maintenance | <u>665 -</u> |
| Spraying of Broadleaf Weeds in Lawn Areas | <u>527 -</u> |
| Dethatching | <u>2,460 -</u> |

| SERVICE LEVEL "A" COSTS per square foot for additional future square footage | | | | | | | |
|--|----------------|---------------------|----------------|-------------------|---------------|---------------|---------------|
| | Turf | Shrubs/Ground Cover | Weed Abatement | Broadleaf Control | Fertilizing | Dethatching | Aeration |
| Streetscape | <u>1,00745</u> | <u>1,00745</u> | <u>1,006</u> | <u>1,0018</u> | <u>1,0036</u> | <u>1,0084</u> | <u>1,0014</u> |
| Parks | <u>1</u> | <u>1,00745</u> | <u>1</u> | <u>1</u> | <u>1</u> | <u>1</u> | <u>1</u> |
| Medians | <u>1</u> | <u>1,00435</u> | <u>1</u> | <u>1</u> | <u>1</u> | <u>1</u> | <u>1</u> |

| SERVICE LEVEL "B" COSTS per square foot for additional future square footage | | | | | | | |
|--|---------------|---------------------|----------------|-------------------|---------------|---------------|---------------|
| | Turf | Shrubs/Ground Cover | Weed Abatement | Broadleaf Control | Fertilizing | Dethatching | Aeration |
| Streetscape | <u>1,0045</u> | <u>1,0045</u> | <u>1,006</u> | <u>1,0018</u> | <u>1,0036</u> | <u>1,0084</u> | <u>1,0014</u> |
| Parks | <u>1</u> | <u>1,0045</u> | <u>1</u> | <u>1</u> | <u>1</u> | <u>1</u> | <u>1</u> |
| Medians | <u>1</u> | <u>1,0030</u> | <u>1</u> | <u>1</u> | <u>1</u> | <u>1</u> | <u>1</u> |

EXHIBIT C

Zone 8 (Refer to Exhibit E for more detail)

Total Zone Square Feet: 137,139

| | Service Level "A" | Service Level "B" |
|------------------------------|-------------------|-------------------|
| BASE TOTAL for Zone 8 | 891 - | 545 - |

| SERVICE LEVEL "A" Additives | Cost Per Instance |
|---|-------------------|
| Fertilizing | 226 - |
| Aeration of All Lawn Areas | 103 - |
| Spraying of Broadleaf Weeds in Lawn Areas | 133 - |
| Dethatching | 620 - |

| SERVICE LEVEL "B" Additives | Cost Per Instance |
|---|-------------------|
| Fertilizing | 266 - |
| Ground Cover and Shrub Maintenance | 239 - |
| Aeration of Lawn Areas | 103 - |
| Median Maintenance | 25 - |
| Spraying of Broadleaf Weeds in Lawn Areas | 133 - |
| Dethatching | 620 - |

SERVICE LEVEL "A" COSTS per square foot for additional future square footage

| | Turf | Shrubs/Ground Cover | Weed Abatement | Broadleaf Control | Fertilizing | Dethatching | Aeration |
|-------------|---------|---------------------|----------------|-------------------|-------------|-------------|----------|
| Streetscape | 1,00745 | 1,00745 | 1,006 | 1,0018 | 1,0036 | 1,0084 | 1,0014 |
| Parks | ✓ | 1,00745 | ✓ | ✓ | ✓ | ✓ | ✓ |
| Medians | ✓ | 1,00435 | ✓ | ✓ | ✓ | ✓ | ✓ |

SERVICE LEVEL "B" COSTS per square foot for additional future square footage

| | Turf | Shrubs/Ground Cover | Weed Abatement | Broadleaf Control | Fertilizing | Dethatching | Aeration |
|-------------|--------|---------------------|----------------|-------------------|-------------|-------------|----------|
| Streetscape | 1,0045 | 1,0045 | 1,006 | 1,0018 | 1,0036 | 1,0084 | 1,0014 |
| Parks | ✓ | 1,0045 | ✓ | ✓ | ✓ | ✓ | ✓ |
| Medians | ✓ | 1,0030 | ✓ | ✓ | ✓ | ✓ | ✓ |

EXHIBIT C

Zone 9 (Refer to Exhibit E for more detail)

Total Zone Square Feet: 1,068,749

| | Service Level "A" | Service Level "B" |
|-----------------------|-------------------|-------------------|
| BASE TOTAL for Zone 9 | <u>6,603-</u> | <u>4,176-</u> |

| SERVICE LEVEL "A" Additives | Cost Per Instance |
|---|-------------------|
| Fertilizing | <u>2,045-</u> |
| Aeration of All Lawn Areas | <u>795-</u> |
| Spraying of Broadleaf Weeds in Lawn Areas | <u>1,022-</u> |
| Dethatching | <u>4,772-</u> |

| SERVICE LEVEL "B" Additives | Cost Per Instance |
|---|-------------------|
| Fertilizing | <u>2,045-</u> |
| Ground Cover and Shrub Maintenance | <u>1,302-</u> |
| Aeration of Lawn Areas | <u>795-</u> |
| Median Maintenance | <u>457-</u> |
| Spraying of Broadleaf Weeds in Lawn Areas | <u>1,022-</u> |
| Dethatching | <u>4,772-</u> |

SERVICE LEVEL "A" COSTS per square foot for additional future square footage

| | Turf | Shrubs/Ground Cover | Weed Abatement | Broadleaf Control | Fertilizing | Dethatching | Aeration |
|-------------|---------------|---------------------|----------------|-------------------|--------------|--------------|--------------|
| Streetscape | <u>.00745</u> | <u>.00745</u> | <u>.006</u> | <u>.0018</u> | <u>.0036</u> | <u>.0084</u> | <u>.0014</u> |
| Parks | <u>✓</u> | <u>.00745</u> | <u>✓</u> | <u>✓</u> | <u>✓</u> | <u>✓</u> | <u>✓</u> |
| Medians | <u>✓</u> | <u>.00435</u> | <u>✓</u> | <u>✓</u> | <u>✓</u> | <u>✓</u> | <u>✓</u> |

SERVICE LEVEL "B" COSTS per square foot for additional future square footage

| | Turf | Shrubs/Ground Cover | Weed Abatement | Broadleaf Control | Fertilizing | Dethatching | Aeration |
|-------------|--------------|---------------------|----------------|-------------------|--------------|--------------|--------------|
| Streetscape | <u>.0045</u> | <u>.0045</u> | <u>.006</u> | <u>.0018</u> | <u>.0036</u> | <u>.0084</u> | <u>.0014</u> |
| Parks | <u>✓</u> | <u>.0045</u> | <u>✓</u> | <u>✓</u> | <u>✓</u> | <u>✓</u> | <u>✓</u> |
| Medians | <u>✓</u> | <u>.0030</u> | <u>✓</u> | <u>✓</u> | <u>✓</u> | <u>✓</u> | <u>✓</u> |

EXHIBIT C
Zone 10 (Refer to Exhibit E for more detail)

Total Zone Square Feet: 324,411

| | Service Level "A" | Service Level "B" |
|-------------------------------|-------------------|-------------------|
| BASE TOTAL for Zone 10 | <u>1,957-</u> | <u>1,230-</u> |

| | Cost Per Instance |
|---|-------------------|
| SERVICE LEVEL "A" Additives | |
| Fertilizing | <u>400-</u> |
| Aeration of All Lawn Areas | <u>157-</u> |
| Spraying of Broadleaf Weeds in Lawn Areas | <u>202-</u> |
| Dethatching | <u>942-</u> |

| | Cost Per Instance |
|---|-------------------|
| SERVICE LEVEL "B" Additives | |
| Fertilizing | <u>400-</u> |
| Ground Cover and Shrub Maintenance | <u>580-</u> |
| Aeration of Lawn Areas | <u>157-</u> |
| Median Maintenance | <u>215-</u> |
| Spraying of Broadleaf Weeds in Lawn Areas | <u>202-</u> |
| Dethatching | <u>942-</u> |

| SERVICE LEVEL "A" COSTS per square foot for additional future square footage | | | | | | | |
|--|---------------|---------------------|----------------|-------------------|--------------|--------------|--------------|
| | Turf | Shrubs/Ground Cover | Weed Abatement | Broadleaf Control | Fertilizing | Dethatching | Aeration |
| Streetscape | <u>.00795</u> | <u>.00795</u> | <u>.006</u> | <u>.0018</u> | <u>.0036</u> | <u>.0084</u> | <u>.0014</u> |
| Parks | <u>↓</u> | <u>↓</u> | <u>↓</u> | <u>↓</u> | <u>↓</u> | <u>↓</u> | <u>↓</u> |
| Medians | <u>↓</u> | <u>.00435</u> | <u>↓</u> | <u>↓</u> | <u>↓</u> | <u>↓</u> | <u>↓</u> |

| SERVICE LEVEL "B" COSTS per square foot for additional future square footage | | | | | | | |
|--|--------------|---------------------|----------------|-------------------|--------------|--------------|--------------|
| | Turf | Shrubs/Ground Cover | Weed Abatement | Broadleaf Control | Fertilizing | Dethatching | Aeration |
| Streetscape | <u>.0095</u> | <u>.0045</u> | <u>.006</u> | <u>.0018</u> | <u>.0036</u> | <u>.0084</u> | <u>.0014</u> |
| Parks | <u>↓</u> | <u>.0045</u> | <u>↓</u> | <u>↓</u> | <u>↓</u> | <u>↓</u> | <u>↓</u> |
| Medians | <u>↓</u> | <u>.0030</u> | <u>↓</u> | <u>↓</u> | <u>↓</u> | <u>↓</u> | <u>↓</u> |

EXHIBIT C

Zone 12 (Refer to Exhibit E for more detail)

Total Zone Square Feet: 120,137

| | Service Level "A" | Service Level "B" |
|------------------------|-------------------|-------------------|
| BASE TOTAL for Zone 12 | 1,105- | 693- |

| SERVICE LEVEL "A" Additives | Cost Per Instance |
|---|-------------------|
| Fertilizing | 143- |
| Aeration of All Lawn Areas | 56- |
| Spraying of Broadleaf Weeds in Lawn Areas | 22- |
| Dethatching | 334- |

| SERVICE LEVEL "B" Additives | Cost Per Instance |
|---|-------------------|
| Fertilizing | 143- |
| Ground Cover and Shrub Maintenance | 195- |
| Aeration of Lawn Areas | 56- |
| Median Maintenance | 101- |
| Spraying of Broadleaf Weeds in Lawn Areas | 72- |
| Dethatching | 334- |

| SERVICE LEVEL "A" COSTS per square foot for additional future square footage | | | | | | | |
|--|---------|---------------------|----------------|-------------------|-------------|-------------|----------|
| | Turf | Shrubs/Ground Cover | Weed Abatement | Broadleaf Control | Fertilizing | Dethatching | Aeration |
| Streetscape | 1,00745 | 1,00745 | 1,006 | 1,0018 | 1,0036 | 1,0084 | 1,0014 |
| Parks | ✓ | 1,00745 | ✓ | ✓ | ✓ | ✓ | ✓ |
| Medians | ✓ | 1,00435 | ✓ | ✓ | ✓ | ✓ | ✓ |

| SERVICE LEVEL "B" COSTS per square foot for additional future square footage | | | | | | | |
|--|--------|---------------------|----------------|-------------------|-------------|-------------|----------|
| | Turf | Shrubs/Ground Cover | Weed Abatement | Broadleaf Control | Fertilizing | Dethatching | Aeration |
| Streetscape | 1,0045 | 1,0045 | 1,006 | 1,0018 | 1,0036 | 1,0084 | 1,0014 |
| Parks | ✓ | 1,0045 | ✓ | ✓ | ✓ | ✓ | ✓ |
| Medians | ✓ | 1,0030 | ✓ | ✓ | ✓ | ✓ | ✓ |

EXHIBIT C

Zone 13 (Refer to Exhibit E for more detail)

Total Zone Square Feet: 213,299

| | Service Level "A" | Service Level "B" |
|------------------------|-------------------|-------------------|
| BASE TOTAL for Zone 13 | 1,411 - | 861 - |

| SERVICE LEVEL "A" Additives | Cost Per Instance |
|---|-------------------|
| Fertilizing | 499 - |
| Aeration of All Lawn Areas | 194 - |
| Spraying of Broadleaf Weeds in Lawn Areas | 250 - |
| Dethatching | 1164 - |

| SERVICE LEVEL "B" Additives | Cost Per Instance |
|---|-------------------|
| Fertilizing | 499 - |
| Ground Cover and Shrub Maintenance | 300 - |
| Aeration of Lawn Areas | 194 - |
| Median Maintenance | 13 - |
| Spraying of Broadleaf Weeds in Lawn Areas | 250 - |
| Dethatching | 1164 - |

SERVICE LEVEL "A" COSTS per square foot for additional future square footage

| | Turf | Shrubs/Ground Cover | Weed Abatement | Broadleaf Control | Fertilizing | Dethatching | Aeration |
|-------------|---------|---------------------|----------------|-------------------|-------------|-------------|----------|
| Streetscape | 1,00795 | 1,00745 | 1,006 | 1,0018 | 1,0036 | 1,0084 | 1,0014 |
| Parks | ✓ | 1,00745 | ✓ | ✓ | ✓ | ✓ | ✓ |
| Medians | ✓ | 1,00435 | ✓ | ✓ | ✓ | ✓ | ✓ |

SERVICE LEVEL "B" COSTS per square foot for additional future square footage

| | Turf | Shrubs/Ground Cover | Weed Abatement | Broadleaf Control | Fertilizing | Dethatching | Aeration |
|-------------|--------|---------------------|----------------|-------------------|-------------|-------------|----------|
| Streetscape | 1,0095 | 1,0095 | 1,006 | 1,0018 | 1,0036 | 1,0084 | 1,0014 |
| Parks | ✓ | 1,0095 | ✓ | ✓ | ✓ | ✓ | ✓ |
| Medians | ✓ | 1,0030 | ✓ | ✓ | ✓ | ✓ | ✓ |

EXHIBIT C

Zone 14 (Refer to Exhibit E for more detail)

Total Zone Square Feet: 139,765

| | Service Level "A" | Service Level "B" |
|------------------------|-------------------|-------------------|
| BASE TOTAL for Zone 14 | 935 | 564 |

| SERVICE LEVEL "A" Additives | Cost Per Instance |
|---|-------------------|
| Fertilizing | 361 |
| Aeration of All Lawn Areas | 141 |
| Spraying of Broadleaf Weeds in Lawn Areas | 181 |
| Dethatching | 844 |

| SERVICE LEVEL "B" Additives | Cost Per Instance |
|---|-------------------|
| Fertilizing | 361 |
| Ground Cover and Shrub Maintenance | 174 |
| Aeration of Lawn Areas | 141 |
| Median Maintenance | 3 |
| Spraying of Broadleaf Weeds in Lawn Areas | 181 |
| Dethatching | 844 |

SERVICE LEVEL "A" COSTS per square foot for additional future square footage

| | Turf | Shrubs/Ground Cover | Weed Abatement | Broadleaf Control | Fertilizing | Dethatching | Aeration |
|-------------|--------|---------------------|----------------|-------------------|-------------|-------------|----------|
| Streetscape | 1,0045 | 1,00745 | 1,006 | 1,0018 | 1,0036 | 1,0084 | 1,0014 |
| Parks | ✓ | 1,00745 | ✓ | ✓ | ✓ | ✓ | ✓ |
| Medians | ✓ | 1,00435 | ✓ | ✓ | ✓ | ✓ | ✓ |

SERVICE LEVEL "B" COSTS per square foot for additional future square footage

| | Turf | Shrubs/Ground Cover | Weed Abatement | Broadleaf Control | Fertilizing | Dethatching | Aeration |
|-------------|--------|---------------------|----------------|-------------------|-------------|-------------|----------|
| Streetscape | 1,0045 | 1,00745 | 1,006 | 1,0018 | 1,0036 | 1,0084 | 1,0014 |
| Parks | ✓ | 1,0045 | ✓ | ✓ | ✓ | ✓ | ✓ |
| Medians | ✓ | 1,0030 | ✓ | ✓ | ✓ | ✓ | ✓ |

EXHIBIT C

Zone 15 (Refer to Exhibit E for more detail)

Total Zone Square Feet: 726,231

| | Service Level "A" | Service Level "B" |
|------------------------|-------------------|-------------------|
| BASE TOTAL for Zone 15 | 4,763- | 2,900- |

| SERVICE LEVEL "A" Additives | Cost Per Instance |
|---|-------------------|
| Fertilizing | 1,478- |
| Aeration of All Lawn Areas | 575- |
| Spraying of Broadleaf Weeds in Lawn Areas | 739- |
| Dethatching | 3,448- |

| SERVICE LEVEL "B" Additives | Cost Per Instance |
|---|-------------------|
| Fertilizing | 1,478- |
| Ground Cover and Shrub Maintenance | 1,019- |
| Aeration of Lawn Areas | 575- |
| Median Maintenance | 51- |
| Spraying of Broadleaf Weeds in Lawn Areas | 739- |
| Dethatching | 3,448- |

| SERVICE LEVEL "A" COSTS per square foot for additional future square footage | | | | | | | |
|--|---------|---------------------|----------------|-------------------|-------------|-------------|----------|
| | Turf | Shrubs/Ground Cover | Weed Abatement | Broadleaf Control | Fertilizing | Dethatching | Aeration |
| Streetscape | 1,00745 | 1,00745 | 1,006 | 1,0018 | 1,0036 | 1,0084 | 1,0014 |
| Parks | ✓ | 1,00745 | ✓ | ✓ | ✓ | ✓ | ✓ |
| Medians | | 1,00435 | | | | | |

| SERVICE LEVEL "B" COSTS per square foot for additional future square footage | | | | | | | |
|--|---------|---------------------|----------------|-------------------|-------------|-------------|----------|
| | Turf | Shrubs/Ground Cover | Weed Abatement | Broadleaf Control | Fertilizing | Dethatching | Aeration |
| Streetscape | 1,00445 | 1,00445 | 1,006 | 1,0018 | 1,0036 | 1,0084 | 1,0014 |
| Parks | ✓ | 1,00445 | ✓ | ✓ | ✓ | ✓ | ✓ |
| Medians | | 1,0030 | | | | | |

EXHIBIT C
Zone 16 (Refer to Exhibit E for more detail)

Total Zone Square Feet: 110,182

| | Service Level "A" | Service Level "B" |
|-------------------------------|-------------------|-------------------|
| BASE TOTAL for Zone 16 | <u>738-</u> | <u>445-</u> |

| SERVICE LEVEL "A" Additives | Cost Per Instance |
|---|-------------------|
| Fertilizing | <u>314-</u> |
| Aeration of All Lawn Areas | <u>122-</u> |
| Spraying of Broadleaf Weeds in Lawn Areas | <u>157-</u> |
| Dethatching | <u>732-</u> |

| SERVICE LEVEL "B" Additives | Cost Per Instance |
|---|-------------------|
| Fertilizing | <u>314-</u> |
| Ground Cover and Shrub Maintenance | <u>104-</u> |
| Aeration of Lawn Areas | <u>122-</u> |
| Median Maintenance | <u>N/A</u> |
| Spraying of Broadleaf Weeds in Lawn Areas | <u>157-</u> |
| Dethatching | <u>732-</u> |

| SERVICE LEVEL "A" COSTS per square foot for additional future square footage | | | | | | | |
|--|----------------|---------------------|----------------|-------------------|---------------|---------------|---------------|
| | Turf | Shrubs/Ground Cover | Weed Abatement | Broadleaf Control | Fertilizing | Dethatching | Aeration |
| Streetscape | <u>1,00795</u> | <u>1,00795</u> | <u>1,006</u> | <u>1,0018</u> | <u>1,0036</u> | <u>1,0084</u> | <u>1,0014</u> |
| Parks | <u>✓</u> | <u>1,00795</u> | <u>✓</u> | <u>✓</u> | <u>✓</u> | <u>✓</u> | <u>✓</u> |
| Medians | <u>✓</u> | <u>1,00435</u> | <u>✓</u> | <u>✓</u> | <u>✓</u> | <u>✓</u> | <u>✓</u> |

| SERVICE LEVEL "B" COSTS per square foot for additional future square footage | | | | | | | |
|--|---------------|---------------------|----------------|-------------------|---------------|---------------|---------------|
| | Turf | Shrubs/Ground Cover | Weed Abatement | Broadleaf Control | Fertilizing | Dethatching | Aeration |
| Streetscape | <u>1,0095</u> | <u>1,0095</u> | <u>1,006</u> | <u>1,0018</u> | <u>1,0036</u> | <u>1,0084</u> | <u>1,0014</u> |
| Parks | <u>✓</u> | <u>1,0095</u> | <u>✓</u> | <u>✓</u> | <u>✓</u> | <u>✓</u> | <u>✓</u> |
| Medians | <u>✓</u> | <u>1,0030</u> | <u>✓</u> | <u>✓</u> | <u>✓</u> | <u>✓</u> | <u>✓</u> |

EXHIBIT C

Zone 17 (Refer to Exhibit E for more detail)

Total Zone Square Feet: 323,703

| | Service Level "A" | Service Level "B" |
|------------------------|-------------------|-------------------|
| BASE TOTAL for Zone 17 | 2101 | 1231 |

| SERVICE LEVEL "A" Additives | Cost Per Instance |
|---|-------------------|
| Fertilizing | 658- |
| Aeration of All Lawn Areas | 256- |
| Spraying of Broadleaf Weeds in Lawn Areas | 329- |
| Dethatching | 1535- |

| SERVICE LEVEL "B" Additives | Cost Per Instance |
|---|-------------------|
| Fertilizing | 658- |
| Ground Cover and Shrub Maintenance | 519- |
| Aeration of Lawn Areas | 256- |
| Median Maintenance | 70- |
| Spraying of Broadleaf Weeds in Lawn Areas | 329- |
| Dethatching | 1535- |

| SERVICE LEVEL "A" COSTS per square foot for additional future square footage | | | | | | | |
|--|---------|---------------------|----------------|-------------------|-------------|-------------|----------|
| | Turf | Shrubs/Ground Cover | Weed Abatement | Broadleaf Control | Fertilizing | Dethatching | Aeration |
| Streetscape | 1,00745 | 1,00745 | 1,006 | 1,0018 | 1,0036 | 1,0084 | 1,0014 |
| Parks | ✓ | 1,00745 | ✓ | ✓ | ✓ | ✓ | ✓ |
| Medians | ✓ | 1,00435 | ✓ | ✓ | ✓ | ✓ | ✓ |

| SERVICE LEVEL "B" COSTS per square foot for additional future square footage | | | | | | | |
|--|--------|---------------------|----------------|-------------------|-------------|-------------|----------|
| | Turf | Shrubs/Ground Cover | Weed Abatement | Broadleaf Control | Fertilizing | Dethatching | Aeration |
| Streetscape | 1,0045 | 1,0045 | 1,006 | 1,0018 | 1,0036 | 1,0084 | 1,0014 |
| Parks | ✓ | 1,0045 | ✓ | ✓ | ✓ | ✓ | ✓ |
| Medians | ✓ | 1,0030 | ✓ | ✓ | ✓ | ✓ | ✓ |

EXHIBIT C

Zone 18 (Refer to Exhibit E for more detail)

Total Zone Square Feet: 224,611

| Service Level "A" | Service Level "B" |
|-------------------------------|-------------------|
| 1476- | 894- |
| BASE TOTAL for Zone 18 | |

SERVICE LEVEL "A" Additives

| | Cost Per Instance |
|---|-------------------|
| Fertilizing | 512- |
| Aeration of All Lawn Areas | 199- |
| Spraying of Broadleaf Weeds in Lawn Areas | 256- |
| Dethatching | 1194- |

SERVICE LEVEL "B" Additives

| | Cost Per Instance |
|---|-------------------|
| Fertilizing | 512- |
| Ground Cover and Shrub Maintenance | 327- |
| Aeration of Lawn Areas | 199- |
| Median Maintenance | 30- |
| Spraying of Broadleaf Weeds in Lawn Areas | 256- |
| Dethatching | 1194- |

SERVICE LEVEL "A" COSTS per square foot for additional future square footage

| | Turf | Shrubs/Ground Cover | Weed Abatement | Broadleaf Control | Fertilizing | Dethatching | Aeration |
|-------------|--------|---------------------|----------------|-------------------|-------------|-------------|----------|
| Streetscape | .00745 | 1.00745 | .006 | .0018 | 1.0036 | .0084 | .0014 |
| Parks | .1 | .00745 | .1 | .1 | .1 | .1 | .1 |
| Medians | .1 | 1.00435 | .1 | .1 | .1 | .1 | .1 |

SERVICE LEVEL "B" COSTS per square foot for additional future square footage

| | Turf | Shrubs/Ground Cover | Weed Abatement | Broadleaf Control | Fertilizing | Dethatching | Aeration |
|-------------|-------|---------------------|----------------|-------------------|-------------|-------------|----------|
| Streetscape | .0095 | 1.0045 | .006 | .0018 | 1.0036 | .0084 | .0014 |
| Parks | .1 | 1.0045 | .1 | .1 | .1 | .1 | .1 |
| Medians | .1 | 1.0050 | .1 | .1 | .1 | .1 | .1 |

EXHIBIT C

Zone 19 (Refer to Exhibit E for more detail)

Total Zone Square Feet: 316,790

| | Service Level "A" | Service Level "B" |
|------------------------|-------------------|-------------------|
| BASE TOTAL for Zone 19 | 1920- | 1183- |

| SERVICE LEVEL "A" Additives | Cost Per Instance |
|---|-------------------|
| Fertilizing | 439- |
| Aeration of All Lawn Areas | 171- |
| Spraying of Broadleaf Weeds in Lawn Areas | 220- |
| Dethatching | 1024- |

| SERVICE LEVEL "B" Additives | Cost Per Instance |
|---|-------------------|
| Fertilizing | 439- |
| Ground Cover and Shrub Maintenance | 550- |
| Aeration of Lawn Areas | 171- |
| Median Maintenance | 217- |
| Spraying of Broadleaf Weeds in Lawn Areas | 220- |
| Dethatching | 1024- |

SERVICE LEVEL "A" COSTS per square foot for additional future square footage

| | Turf | Shrubs/Ground Cover | Weed Abatement | Broadleaf Control | Fertilizing | Dethatching | Aeration |
|-------------|--------|---------------------|----------------|-------------------|-------------|-------------|----------|
| Streetscape | 100745 | 100745 | 1006 | 10018 | 10036 | 10084 | 10014 |
| Parks | ✓ | 100745 | ✓ | ✓ | ✓ | ✓ | ✓ |
| Medians | ✓ | 100435 | ✓ | ✓ | ✓ | ✓ | ✓ |

SERVICE LEVEL "B" COSTS per square foot for additional future square footage

| | Turf | Shrubs/Ground Cover | Weed Abatement | Broadleaf Control | Fertilizing | Dethatching | Aeration |
|-------------|-------|---------------------|----------------|-------------------|-------------|-------------|----------|
| Streetscape | 10045 | 10045 | 1006 | 10018 | 10036 | 10084 | 10014 |
| Parks | ✓ | 10045 | ✓ | ✓ | ✓ | ✓ | ✓ |
| Medians | ✓ | 10050 | ✓ | ✓ | ✓ | ✓ | ✓ |

EXHIBIT C
Zone 20 (Refer to Exhibit E for more detail)

Total Zone Square Feet: 41,838

| | Service Level "A" | Service Level "B" |
|-------------------------------|-------------------|-------------------|
| BASE TOTAL for Zone 20 | 277- | 167- |

| SERVICE LEVEL "A" Additives | Cost Per Instance |
|---|-------------------|
| Fertilizing | 97- |
| Aeration of All Lawn Areas | 38- |
| Spraying of Broadleaf Weeds in Lawn Areas | 48- |
| Dethatching | 226- |

| SERVICE LEVEL "B" Additives | Cost Per Instance |
|---|-------------------|
| Fertilizing | 97- |
| Ground Cover and Shrub Maintenance | 64- |
| Aeration of Lawn Areas | 38- |
| Median Maintenance | 3- |
| Spraying of Broadleaf Weeds in Lawn Areas | 48- |
| Dethatching | 226- |

| SERVICE LEVEL "A" COSTS per square foot for additional future square footage | | | | | | | |
|--|---------|---------------------|----------------|-------------------|-------------|-------------|----------|
| | Turf | Shrubs/Ground Cover | Weed Abatement | Broadleaf Control | Fertilizing | Dethatching | Aeration |
| Streetscape | 1,00745 | 1,00745 | 1,006 | 1,0018 | 1,0036 | 1,0084 | 1,0014 |
| Parks | ✓ | 1,00745 | ✓ | ✓ | ✓ | ✓ | ✓ |
| Medians | ✓ | 1,00435 | ✓ | ✓ | ✓ | ✓ | ✓ |

| SERVICE LEVEL "B" COSTS per square foot for additional future square footage | | | | | | | |
|--|--------|---------------------|----------------|-------------------|-------------|-------------|----------|
| | Turf | Shrubs/Ground Cover | Weed Abatement | Broadleaf Control | Fertilizing | Dethatching | Aeration |
| Streetscape | 1,0045 | 1,0045 | 1,006 | 1,0018 | 1,0036 | 1,0084 | 1,0014 |
| Parks | ✓ | 1,0045 | ✓ | ✓ | ✓ | ✓ | ✓ |
| Medians | ✓ | 1,0030 | ✓ | ✓ | ✓ | ✓ | ✓ |

EXHIBIT C

Zone 21 (Refer to Exhibit E for more detail)

Total Zone Square Feet: 150,963

| | Service Level "A" | Service Level "B" |
|------------------------|-------------------|-------------------|
| BASE TOTAL for Zone 21 | 1005 - | 614 - |

| SERVICE LEVEL "A" Additives | Cost Per Instance |
|---|-------------------|
| Fertilizing | 450 - |
| Aeration of All Lawn Areas | 175 - |
| Spraying of Broadleaf Weeds in Lawn Areas | 225 - |
| Dethatching | 1050 - |

| SERVICE LEVEL "B" Additives | Cost Per Instance |
|---|-------------------|
| Fertilizing | 450 - |
| Ground Cover and Shrub Maintenance | 66 - |
| Aeration of Lawn Areas | 175 - |
| Median Maintenance | 2 - |
| Spraying of Broadleaf Weeds in Lawn Areas | 225 - |
| Dethatching | 1050 - |

SERVICE LEVEL "A" COSTS per square foot for additional future square footage

| | Turf | Shrubs/Ground Cover | Weed Abatement | Broadleaf Control | Fertilizing | Dethatching | Aeration |
|-------------|---------|---------------------|----------------|-------------------|-------------|-------------|----------|
| Streetscape | 1,00745 | 1,00745 | 1,006 | 1,0018 | 1,0036 | 1,0084 | 1,0014 |
| Parks | √ | 1,00745 | √ | √ | √ | √ | √ |
| Medians | √ | 1,00435 | √ | √ | √ | √ | √ |

SERVICE LEVEL "B" COSTS per square foot for additional future square footage

| | Turf | Shrubs/Ground Cover | Weed Abatement | Broadleaf Control | Fertilizing | Dethatching | Aeration |
|-------------|--------|---------------------|----------------|-------------------|-------------|-------------|----------|
| Streetscape | 1,0045 | 1,0045 | 1,006 | 1,0018 | 1,0036 | 1,0084 | 1,0014 |
| Parks | √ | 1,0045 | √ | √ | √ | √ | √ |
| Medians | √ | 1,0030 | √ | √ | √ | √ | √ |

EXHIBIT C
Zone 22 (Refer to Exhibit E for more detail)

Total Zone Square Feet: 54,604

| | Service Level "A" | Service Level "B" |
|-------------------------------|-------------------|-------------------|
| BASE TOTAL for Zone 22 | <u>301</u> | <u>220</u> |

| SERVICE LEVEL "A" Additives | Cost Per Instance |
|---|-------------------|
| Fertilizing | <u>36</u> |
| Aeration of All Lawn Areas | <u>14</u> |
| Spraying of Broadleaf Weeds in Lawn Areas | <u>18</u> |
| Dethatching | <u>84</u> |

| SERVICE LEVEL "B" Additives | Cost Per Instance |
|---|-------------------|
| Fertilizing | <u>36</u> |
| Ground Cover and Shrub Maintenance | <u>66</u> |
| Aeration of Lawn Areas | <u>14</u> |
| Median Maintenance | <u>16</u> |
| Spraying of Broadleaf Weeds in Lawn Areas | <u>18</u> |
| Dethatching | <u>84</u> |

| SERVICE LEVEL "A" COSTS per square foot for additional future square footage | | | | | | | |
|--|----------------|---------------------|----------------|-------------------|---------------|---------------|---------------|
| | Turf | Shrubs/Ground Cover | Weed Abatement | Broadleaf Control | Fertilizing | Dethatching | Aeration |
| Streetscape | <u>1,00795</u> | <u>1,00795</u> | <u>1,006</u> | <u>1,0018</u> | <u>1,0036</u> | <u>1,0084</u> | <u>1,0014</u> |
| Parks | <u>.1</u> | <u>1,00795</u> | <u>.1</u> | <u>.1</u> | <u>.1</u> | <u>.1</u> | <u>.1</u> |
| Medians | <u>.1</u> | <u>1,00435</u> | <u>.1</u> | <u>.1</u> | <u>.1</u> | <u>.1</u> | <u>.1</u> |

| SERVICE LEVEL "B" COSTS per square foot for additional future square footage | | | | | | | |
|--|---------------|---------------------|----------------|-------------------|---------------|---------------|---------------|
| | Turf | Shrubs/Ground Cover | Weed Abatement | Broadleaf Control | Fertilizing | Dethatching | Aeration |
| Streetscape | <u>1,0045</u> | <u>1,0045</u> | <u>1,006</u> | <u>1,0018</u> | <u>1,0036</u> | <u>1,0084</u> | <u>1,0014</u> |
| Parks | <u>.1</u> | <u>1,0045</u> | <u>.1</u> | <u>.1</u> | <u>.1</u> | <u>.1</u> | <u>.1</u> |
| Medians | <u>.1</u> | <u>1,0030</u> | <u>.1</u> | <u>.1</u> | <u>.1</u> | <u>.1</u> | <u>.1</u> |

EXHIBIT C
Zone 23 (Refer to Exhibit E for more detail)

Total Zone Square Feet: 37,487

| | Service Level "A" | Service Level "B" |
|-------------------------------|-------------------|-------------------|
| BASE TOTAL for Zone 23 | <u>238</u> | <u>144</u> |

| | Cost Per Instance |
|---|-------------------|
| SERVICE LEVEL "A" Additives | |
| Fertilizing | <u>72</u> |
| Aeration of All Lawn Areas | <u>28</u> |
| Spraying of Broadleaf Weeds in Lawn Areas | <u>36</u> |
| Dethatching | <u>168</u> |

| | Cost Per Instance |
|---|-------------------|
| SERVICE LEVEL "B" Additives | |
| Fertilizing | <u>72</u> |
| Ground Cover and Shrub Maintenance | <u>59</u> |
| Aeration of Lawn Areas | <u>28</u> |
| Median Maintenance | <u>13</u> |
| Spraying of Broadleaf Weeds in Lawn Areas | <u>36</u> |
| Dethatching | <u>168</u> |

SERVICE LEVEL "A" COSTS per square foot for additional future square footage

| | Turf | Shrubs/Ground Cover | Weed Abatement | Broadleaf Control | Fertilizing | Dethatching | Aeration |
|-------------|----------------|---------------------|----------------|-------------------|---------------|---------------|---------------|
| Streetscape | <u>1.00745</u> | <u>1.00745</u> | <u>1.006</u> | <u>1.0018</u> | <u>1.0036</u> | <u>1.0089</u> | <u>1.0014</u> |
| Parks | <u>.4</u> | <u>1.00745</u> | <u>.4</u> | <u>.4</u> | <u>.4</u> | <u>.4</u> | <u>.4</u> |
| Medians | <u>.4</u> | <u>1.00435</u> | <u>.4</u> | <u>.4</u> | <u>.4</u> | <u>.4</u> | <u>.4</u> |

SERVICE LEVEL "B" COSTS per square foot for additional future square footage

| | Turf | Shrubs/Ground Cover | Weed Abatement | Broadleaf Control | Fertilizing | Dethatching | Aeration |
|-------------|---------------|---------------------|----------------|-------------------|---------------|---------------|---------------|
| Streetscape | <u>1.0085</u> | <u>1.0045</u> | <u>1.006</u> | <u>1.0018</u> | <u>1.0036</u> | <u>1.0089</u> | <u>1.0014</u> |
| Parks | <u>.4</u> | <u>1.0045</u> | <u>.4</u> | <u>.4</u> | <u>.4</u> | <u>.4</u> | <u>.4</u> |
| Medians | <u>.4</u> | <u>1.0030</u> | <u>.4</u> | <u>.4</u> | <u>.4</u> | <u>.4</u> | <u>.4</u> |

EXHIBIT C
Zone 24 (Refer to Exhibit E for more detail)

Total Zone Square Feet: 153,040

| | Service Level "A" | Service Level "B" |
|-------------------------------|-------------------|-------------------|
| BASE TOTAL for Zone 24 | <u>1020 -</u> | <u>623 -</u> |

| SERVICE LEVEL "A" Additives | Cost Per Instance |
|---|-------------------|
| Fertilizing | <u>482 -</u> |
| Aeration of All Lawn Areas | <u>188 -</u> |
| Spraying of Broadleaf Weeds in Lawn Areas | <u>241 -</u> |
| Dethatching | <u>1726 -</u> |

| SERVICE LEVEL "B" Additives | Cost Per Instance |
|---|-------------------|
| Fertilizing | <u>482 -</u> |
| Ground Cover and Shrub Maintenance | <u>68 -</u> |
| Aeration of Lawn Areas | <u>188 -</u> |
| Median Maintenance | <u>N/A</u> |
| Spraying of Broadleaf Weeds in Lawn Areas | <u>241 -</u> |
| Dethatching | <u>1726 -</u> |

| SERVICE LEVEL "A" COSTS per square foot for additional future square footage | | | | | | | |
|--|----------------|---------------------|----------------|-------------------|---------------|---------------|---------------|
| | Turf | Shrubs/Ground Cover | Weed Abatement | Broadleaf Control | Fertilizing | Dethatching | Aeration |
| Streetscape | <u>1,00745</u> | <u>1,00745</u> | <u>1,006</u> | <u>1,0018</u> | <u>1,0036</u> | <u>1,0084</u> | <u>1,0014</u> |
| Parks | <u>✓</u> | <u>1,00745</u> | <u>✓</u> | <u>✓</u> | <u>✓</u> | <u>✓</u> | <u>✓</u> |
| Medians | <u>✓</u> | <u>1,00435</u> | <u>✓</u> | <u>✓</u> | <u>✓</u> | <u>✓</u> | <u>✓</u> |

| SERVICE LEVEL "B" COSTS per square foot for additional future square footage | | | | | | | |
|--|---------------|---------------------|----------------|-------------------|---------------|---------------|---------------|
| | Turf | Shrubs/Ground Cover | Weed Abatement | Broadleaf Control | Fertilizing | Dethatching | Aeration |
| Streetscape | <u>1,0045</u> | <u>1,0045</u> | <u>1,006</u> | <u>1,0018</u> | <u>1,0036</u> | <u>1,0084</u> | <u>1,0014</u> |
| Parks | <u>✓</u> | <u>1,0045</u> | <u>✓</u> | <u>✓</u> | <u>✓</u> | <u>✓</u> | <u>✓</u> |
| Medians | <u>✓</u> | <u>1,0030</u> | <u>✓</u> | <u>✓</u> | <u>✓</u> | <u>✓</u> | <u>✓</u> |

EXHIBIT C
Zone 26 (Refer to Exhibit E for more detail)

Total Zone Square Feet: 519,270

| | Service Level "A" | Service Level "B" |
|-------------------------------|-------------------|-------------------|
| BASE TOTAL for Zone 26 | <u>3,432 -</u> | <u>2,087 -</u> |

| SERVICE LEVEL "A" Additives | Cost Per Instance |
|---|-------------------|
| Fertilizing | <u>1245 -</u> |
| Aeration of All Lawn Areas | <u>484 -</u> |
| Spraying of Broadleaf Weeds in Lawn Areas | <u>622 -</u> |
| Dethatching | <u>2902 -</u> |

| SERVICE LEVEL "B" Additives | Cost Per Instance |
|---|-------------------|
| Fertilizing | <u>1215 -</u> |
| Ground Cover and Shrub Maintenance | <u>607 -</u> |
| Aeration of Lawn Areas | <u>484 -</u> |
| Median Maintenance | <u>45 -</u> |
| Spraying of Broadleaf Weeds in Lawn Areas | <u>622 -</u> |
| Dethatching | <u>2901 -</u> |

| SERVICE LEVEL "A" COSTS per square foot for additional future square footage | | | | | | | |
|--|----------------|---------------------|----------------|-------------------|---------------|---------------|---------------|
| | Turf | Shrubs/Ground Cover | Weed Abatement | Broadleaf Control | Fertilizing | Dethatching | Aeration |
| Streetscape | <u>1,00745</u> | <u>1,00745</u> | <u>1,006</u> | <u>1,0018</u> | <u>1,0036</u> | <u>1,0084</u> | <u>1,0014</u> |
| Parks | <u>✓</u> | <u>✓</u> | <u>✓</u> | <u>✓</u> | <u>✓</u> | <u>✓</u> | <u>✓</u> |
| Medians | <u>✓</u> | <u>1,00435</u> | <u>✓</u> | <u>✓</u> | <u>✓</u> | <u>✓</u> | <u>✓</u> |

| SERVICE LEVEL "B" COSTS per square foot for additional future square footage | | | | | | | |
|--|---------------|---------------------|----------------|-------------------|---------------|---------------|---------------|
| | Turf | Shrubs/Ground Cover | Weed Abatement | Broadleaf Control | Fertilizing | Dethatching | Aeration |
| Streetscape | <u>1,0045</u> | <u>1,0045</u> | <u>1,006</u> | <u>1,0018</u> | <u>1,0036</u> | <u>1,0084</u> | <u>1,0014</u> |
| Parks | <u>✓</u> | <u>1,0045</u> | <u>✓</u> | <u>✓</u> | <u>✓</u> | <u>✓</u> | <u>✓</u> |
| Medians | <u>✓</u> | <u>1,0030</u> | <u>✓</u> | <u>✓</u> | <u>✓</u> | <u>✓</u> | <u>✓</u> |

EXHIBIT C
Zone 27 (Refer to Exhibit E for more detail)

Total Zone Square Feet: 25,532

| | |
|-------------------------------|-------------------|
| Service Level "A" | Service Level "B" |
| <u>170-</u> | <u>102-</u> |
| BASE TOTAL for Zone 27 | |

| SERVICE LEVEL "A" Additives | Cost Per Instance |
|---|-------------------|
| Fertilizing | 16- |
| Aeration of All Lawn Areas | 6- |
| Spraying of Broadleaf Weeds in Lawn Areas | 8- |
| Dethatching | 38- |

| SERVICE LEVEL "B" Additives | Cost Per Instance |
|---|-------------------|
| Fertilizing | 16- |
| Ground Cover and Shrub Maintenance | 94- |
| Aeration of Lawn Areas | 6- |
| Median Maintenance | N/A |
| Spraying of Broadleaf Weeds in Lawn Areas | 8- |
| Dethatching | 38- |

| SERVICE LEVEL "A" COSTS per square foot for additional future square footage | | | | | | | |
|--|---------|---------------------|----------------|-------------------|-------------|-------------|----------|
| | Turf | Shrubs/Ground Cover | Weed Abatement | Broadleaf Control | Fertilizing | Dethatching | Aeration |
| Streetscape | 1,00745 | 1,00745 | .006 | .0018 | 1,0036 | 1,0084 | .0014 |
| Parks | ✓ | 1,00745 | ✓ | ✓ | ✓ | ✓ | ✓ |
| Medians | ✓ | 1,00435 | ✓ | ✓ | ✓ | ✓ | ✓ |

| SERVICE LEVEL "B" COSTS per square foot for additional future square footage | | | | | | | |
|--|--------|---------------------|----------------|-------------------|-------------|-------------|----------|
| | Turf | Shrubs/Ground Cover | Weed Abatement | Broadleaf Control | Fertilizing | Dethatching | Aeration |
| Streetscape | 1,0045 | 1,0045 | .006 | .0018 | 1,0036 | 1,0084 | .0014 |
| Parks | ✓ | 1,0045 | ✓ | ✓ | ✓ | ✓ | ✓ |
| Medians | ✓ | 1,0030 | ✓ | ✓ | ✓ | ✓ | ✓ |

EXHIBIT C

Zone 28 (Refer to Exhibit E for more detail)

Total Zone Square Feet: 48,352

| | Service Level "A" | Service Level "B" |
|------------------------|-------------------|-------------------|
| BASE TOTAL for Zone 28 | 295-- | 180-- |

| SERVICE LEVEL "A" Additives | Cost Per Instance |
|---|-------------------|
| Fertilizing | 117-- |
| Aeration of All Lawn Areas | 45-- |
| Spraying of Broadleaf Weeds in Lawn Areas | 58-- |
| Dethatching | 272-- |

| SERVICE LEVEL "B" Additives | Cost Per Instance |
|---|-------------------|
| Fertilizing | 117-- |
| Ground Cover and Shrub Maintenance | 27-- |
| Aeration of Lawn Areas | 45-- |
| Median Maintenance | 30-- |
| Spraying of Broadleaf Weeds in Lawn Areas | 58-- |
| Dethatching | 272-- |

| SERVICE LEVEL "A" COSTS per square foot for additional future square footage | | | | | | | |
|--|--------|---------------------|----------------|-------------------|-------------|-------------|----------|
| | Turf | Shrubs/Ground Cover | Weed Abatement | Broadleaf Control | Fertilizing | Dethatching | Aeration |
| Streetscape | .00745 | .00745 | .006 | .0018 | .0036 | .0084 | .0014 |
| Parks | ✓ | .00745 | ✓ | ✓ | ✓ | ✓ | ✓ |
| Medians | ✓ | .00435 | ✓ | ✓ | ✓ | ✓ | ✓ |

| SERVICE LEVEL "B" COSTS per square foot for additional future square footage | | | | | | | |
|--|-------|---------------------|----------------|-------------------|-------------|-------------|----------|
| | Turf | Shrubs/Ground Cover | Weed Abatement | Broadleaf Control | Fertilizing | Dethatching | Aeration |
| Streetscape | .0045 | .0045 | .006 | .0018 | .0036 | .0084 | .0014 |
| Parks | ✓ | .0045 | ✓ | ✓ | ✓ | ✓ | ✓ |
| Medians | ✓ | .0030 | ✓ | ✓ | ✓ | ✓ | ✓ |

EXHIBIT C
Zone 29 (Refer to Exhibit E for more detail)

Total Zone Square Feet: 258,300

| | |
|-------------------------------|-------------------|
| Service Level "A" | Service Level "B" |
| <u>1,717</u> | <u>1,039</u> |
| BASE TOTAL for Zone 29 | |

| SERVICE LEVEL "A" Additives | Cost Per Instance |
|---|-------------------|
| Fertilizing | 553- |
| Aeration of All Lawn Areas | 215- |
| Spraying of Broadleaf Weeds in Lawn Areas | 277- |
| Dethatching | 1202- |

| SERVICE LEVEL "B" Additives | Cost Per Instance |
|---|-------------------|
| Fertilizing | 553- |
| Ground Cover and Shrub Maintenance | 744- |
| Aeration of Lawn Areas | 215- |
| Median Maintenance | 14- |
| Spraying of Broadleaf Weeds in Lawn Areas | 277- |
| Dethatching | 1292- |

| SERVICE LEVEL "A" COSTS per square foot for additional future square footage | | | | | | | |
|--|---------|---------------------|----------------|-------------------|-------------|-------------|----------|
| | Turf | Shrubs/Ground Cover | Weed Abatement | Broadleaf Control | Fertilizing | Dethatching | Aeration |
| Streetscape | 1,00745 | 1,00745 | 1,006 | 1,0018 | 1,0036 | 1,0084 | 1,0014 |
| Parks | ✓ | 1,00745 | ✓ | ✓ | ✓ | ✓ | ✓ |
| Medians | ✓ | 1,00435 | ✓ | ✓ | ✓ | ✓ | ✓ |

| SERVICE LEVEL "B" COSTS per square foot for additional future square footage | | | | | | | |
|--|--------|---------------------|----------------|-------------------|-------------|-------------|----------|
| | Turf | Shrubs/Ground Cover | Weed Abatement | Broadleaf Control | Fertilizing | Dethatching | Aeration |
| Streetscape | 1,0045 | 1,0045 | 1,006 | 1,0018 | 1,0036 | 1,0084 | 1,0014 |
| Parks | ✓ | 1,0045 | ✓ | ✓ | ✓ | ✓ | ✓ |
| Medians | ✓ | 1,0030 | ✓ | ✓ | ✓ | ✓ | ✓ |

EXHIBIT C
Zone 30 (Refer to Exhibit E for more detail)

Total Zone Square Feet: 70,247

| | Service Level "A" | Service Level "B" |
|-------------------------------|-------------------|-------------------|
| BASE TOTAL for Zone 30 | <u>470</u> | <u>203</u> |

| SERVICE LEVEL "A" Additives | Cost Per Instance |
|---|-------------------|
| Fertilizing | <u>171</u> |
| Aeration of All Lawn Areas | <u>69</u> |
| Spraying of Broadleaf Weeds in Lawn Areas | <u>89</u> |
| Dethatching | <u>413</u> |

| SERVICE LEVEL "B" Additives | Cost Per Instance |
|---|-------------------|
| Fertilizing | <u>171</u> |
| Ground Cover and Shrub Maintenance | <u>92</u> |
| Aeration of Lawn Areas | <u>69</u> |
| Median Maintenance | <u>89</u> |
| Spraying of Broadleaf Weeds in Lawn Areas | <u>89</u> |
| Dethatching | <u>413</u> |

| SERVICE LEVEL "A" COSTS per square foot for additional future square footage | | | | | | | |
|--|----------------|---------------------|----------------|-------------------|---------------|---------------|---------------|
| | Turf | Shrubs/Ground Cover | Weed Abatement | Broadleaf Control | Fertilizing | Dethatching | Aeration |
| Streetscape | <u>1,00745</u> | <u>1,00745</u> | <u>1,006</u> | <u>1,0018</u> | <u>1,0036</u> | <u>1,0084</u> | <u>1,0014</u> |
| Parks | <u>✓</u> | <u>✓</u> | <u>✓</u> | <u>✓</u> | <u>✓</u> | <u>✓</u> | |
| Medians | <u>1,00435</u> | <u>✓</u> | <u>✓</u> | <u>✓</u> | | | |

| SERVICE LEVEL "B" COSTS per square foot for additional future square footage | | | | | | | |
|--|----------------|---------------------|----------------|-------------------|---------------|---------------|---------------|
| | Turf | Shrubs/Ground Cover | Weed Abatement | Broadleaf Control | Fertilizing | Dethatching | Aeration |
| Streetscape | <u>1,00745</u> | <u>1,00415</u> | <u>1,006</u> | <u>1,0018</u> | <u>1,0036</u> | <u>1,0084</u> | <u>1,0014</u> |
| Parks | <u>✓</u> | <u>1,00415</u> | <u>✓</u> | <u>✓</u> | <u>✓</u> | <u>✓</u> | <u>✓</u> |
| Medians | <u>1,0030</u> | <u>1,0030</u> | <u>✓</u> | <u>✓</u> | | | |

EXHIBIT C

Zone 33 (Refer to Exhibit E for more detail)

Total Zone Square Feet: 14,568

| Service Level "A" | Service Level "B" |
|-------------------|-------------------|
| 63- | 43- |

| SERVICE LEVEL "A" Additives | Cost Per Instance |
|---|-------------------|
| Fertilizing | N/A |
| Aeration of All Lawn Areas | N/A |
| Spraying of Broadleaf Weeds in Lawn Areas | N/A |
| Dethatching | N/A |

| SERVICE LEVEL "B" Additives | Cost Per Instance |
|---|-------------------|
| Fertilizing | N/A |
| Ground Cover and Shrub Maintenance | N/A |
| Aeration of Lawn Areas | N/A |
| Median Maintenance | 93- |
| Spraying of Broadleaf Weeds in Lawn Areas | N/A |
| Dethatching | N/A |

| SERVICE LEVEL "A" COSTS per square foot for additional future square footage | | | | | | | |
|--|--------|---------------------|----------------|-------------------|-------------|-------------|----------|
| | Turf | Shrubs/Ground Cover | Weed Abatement | Broadleaf Control | Fertilizing | Dethatching | Aeration |
| Streetscape | .00745 | 1.00745 | .006 | .018 | 1.0036 | 1.0084 | .0014 |
| Parks | .4 | 1.00745 | .4 | .4 | .4 | .4 | .4 |
| Medians | .4 | 1.00435 | .4 | .4 | .4 | .4 | .4 |

| SERVICE LEVEL "B" COSTS per square foot for additional future square footage | | | | | | | |
|--|---------|---------------------|----------------|-------------------|-------------|-------------|----------|
| | Turf | Shrubs/Ground Cover | Weed Abatement | Broadleaf Control | Fertilizing | Dethatching | Aeration |
| Streetscape | 1.00745 | 1.00745 | .006 | .018 | 1.0036 | 1.0084 | 1.0014 |
| Parks | .4 | 1.00745 | .4 | .4 | .4 | .4 | .4 |
| Medians | .4 | 1.00435 | .4 | .4 | .4 | .4 | .4 |

EXHIBIT C
Zone 34 (Refer to Exhibit E for more detail)

Total Zone Square Feet: 66,487

| | |
|-------------------|-------------------|
| Service Level "A" | Service Level "B" |
| 444- | 269- |

| SERVICE LEVEL "A" Additives | Cost Per Instance |
|---|-------------------|
| Fertilizing | 83- |
| Aeration of All Lawn Areas | 32- |
| Spraying of Broadleaf Weeds in Lawn Areas | 41- |
| Dethatching | 194- |

| SERVICE LEVEL "B" Additives | Cost Per Instance |
|---|-------------------|
| Fertilizing | 83- |
| Ground Cover and Shrub Maintenance | 193- |
| Aeration of Lawn Areas | 32- |
| Median Maintenance | N/A |
| Spraying of Broadleaf Weeds in Lawn Areas | 41- |
| Dethatching | 194 |

SERVICE LEVEL "A" COSTS per square foot for additional future square footage

| | Turf | Shrubs/Ground Cover | Weed Abatement | Broadleaf Control | Fertilizing | Dethatching | Aeration |
|-------------|---------|---------------------|----------------|-------------------|-------------|-------------|----------|
| Streetscape | 1,00745 | 1,00745 | 1,006 | 1,0018 | 1,0036 | 1,0084 | 1,0014 |
| Parks | ✓ | 1,00745 | ✓ | ✓ | ✓ | ✓ | ✓ |
| Medians | | 1,00435 | | ✓ | | | ✓ |

SERVICE LEVEL "B" COSTS per square foot for additional future square footage

| | Turf | Shrubs/Ground Cover | Weed Abatement | Broadleaf Control | Fertilizing | Dethatching | Aeration |
|-------------|---------|---------------------|----------------|-------------------|-------------|-------------|----------|
| Streetscape | 1,00745 | 1,00445 | 1,006 | 1,0018 | 1,0036 | 1,0084 | 1,0014 |
| Parks | | 1,00445 | ✓ | ✓ | ✓ | ✓ | ✓ |
| Medians | | 1,0030 | | ✓ | | | ✓ |

EXHIBIT C
Zone 35 (Refer to Exhibit E for more detail)

Total Zone Square Feet: 133,363

| | | |
|------------------------|----------------------------------|----------------------------------|
| BASE TOTAL for Zone 35 | Service Level "A" <u>864-</u> | Service Level "B" <u>524-</u> |
|------------------------|----------------------------------|----------------------------------|

| SERVICE LEVEL "A" Additives | Cost Per Instance |
|---|-------------------|
| Fertilizing | 335- |
| Aeration of All Lawn Areas | 130- |
| Spraying of Broadleaf Weeds in Lawn Areas | 167- |
| Dethatching | 781- |

| SERVICE LEVEL "B" Additives | Cost Per Instance |
|---|-------------------|
| Fertilizing | 335- |
| Ground Cover and Shrub Maintenance | 223- |
| Aeration of Lawn Areas | 130- |
| Median Maintenance | 30- |
| Spraying of Broadleaf Weeds in Lawn Areas | 167- |
| Dethatching | 781- |

| SERVICE LEVEL "A" COSTS per square foot for additional future square footage | | | | | | | |
|--|---------|---------------------|----------------|-------------------|-------------|-------------|----------|
| | Turf | Shrubs/Ground Cover | Weed Abatement | Broadleaf Control | Fertilizing | Dethatching | Aeration |
| Streetscape | 1,00745 | 1,00745 | 1,006 | 1,0018 | 1,0036 | 1,0084 | 1,0014 |
| Parks | 1 | 1,00745 | 1 | 1 | 1 | 1 | 1 |
| Medians | 1 | 1,00435 | 1 | 1 | 1 | 1 | 1 |

| SERVICE LEVEL "B" COSTS per square foot for additional future square footage | | | | | | | |
|--|--------|---------------------|----------------|-------------------|-------------|-------------|----------|
| | Turf | Shrubs/Ground Cover | Weed Abatement | Broadleaf Control | Fertilizing | Dethatching | Aeration |
| Streetscape | 1,0045 | 1,0045 | 1,006 | 1,0018 | 1,0036 | 1,0084 | 1,0014 |
| Parks | 1 | 1,0045 | 1 | 1 | 1 | 1 | 1 |
| Medians | 1 | 1,0030 | 1 | 1 | 1 | 1 | 1 |

EXHIBIT C

Zone 38 (Refer to Exhibit E for more detail)

Total Zone Square Feet: 438,204

| Service Level "A" | Service Level "B" |
|-------------------|-------------------|
| 2367- | 1503- |

| SERVICE LEVEL "A" Additives | Cost Per Instance |
|---|-------------------|
| Fertilizing | 506- |
| Aeration of All Lawn Areas | 196- |
| Spraying of Broadleaf Weeds in Lawn Areas | 253- |
| Dethatching | 1180- |

| SERVICE LEVEL "B" Additives | Cost Per Instance |
|---|-------------------|
| Fertilizing | 506- |
| Ground Cover and Shrub Maintenance | 686- |
| Aeration of Lawn Areas | 196- |
| Median Maintenance | 605- |
| Spraying of Broadleaf Weeds in Lawn Areas | 253- |
| Dethatching | 1180- |

| SERVICE LEVEL "A" COSTS per square foot for additional future square footage | | | | | | | |
|--|---------|---------------------|----------------|-------------------|-------------|-------------|----------|
| | Turf | Shrubs/Ground Cover | Weed Abatement | Broadleaf Control | Fertilizing | Dethatching | Aeration |
| Streetscape | 1,00745 | 1,00745 | 1,006 | 1,0018 | 1,0036 | 1,0084 | 1,0014 |
| Parks | ✓ | 1,00745 | ✓ | ✓ | ✓ | ✓ | ✓ |
| Medians | ✓ | 1,00435 | ✓ | ✓ | ✓ | ✓ | ✓ |

| SERVICE LEVEL "B" COSTS per square foot for additional future square footage | | | | | | | |
|--|--------|---------------------|----------------|-------------------|-------------|-------------|----------|
| | Turf | Shrubs/Ground Cover | Weed Abatement | Broadleaf Control | Fertilizing | Dethatching | Aeration |
| Streetscape | 1,0015 | 1,0045 | 1,006 | 1,0018 | 1,0036 | 1,0084 | 1,0014 |
| Parks | ✓ | 1,0045 | ✓ | ✓ | ✓ | ✓ | ✓ |
| Medians | ✓ | 1,0030 | ✓ | ✓ | ✓ | ✓ | ✓ |

EXHIBIT C
Zone 40 (Refer to Exhibit E for more detail)

Total Zone Square Feet: 3,036

| Service Level "A" | Service Level "B" |
|-------------------|-------------------|
| 22 | 13 |

| SERVICE LEVEL "A" Additives | Cost Per Instance |
|---|-------------------|
| Fertilizing | 14 |
| Aeration of All Lawn Areas | 7 |
| Spraying of Broadleaf Weeds in Lawn Areas | 3 |
| Dethatching | 16 |

| SERVICE LEVEL "B" Additives | Cost Per Instance |
|---|-------------------|
| Fertilizing | 3 |
| Ground Cover and Shrub Maintenance | 7 |
| Aeration of Lawn Areas | 2 |
| Median Maintenance | N/A |
| Spraying of Broadleaf Weeds in Lawn Areas | 3 |
| Dethatching | 16 |

| SERVICE LEVEL "A" COSTS per square foot for additional future square footage | | | | | | | |
|--|--------|---------------------|----------------|-------------------|-------------|-------------|----------|
| | Turf | Shrubs/Ground Cover | Weed Abatement | Broadleaf Control | Fertilizing | Dethatching | Aeration |
| Streetscape | 100795 | 100795 | 1006 | 10018 | 10036 | 10084 | 10014 |
| Parks | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| Medians | ✓ | 100435 | ✓ | ✓ | ✓ | ✓ | ✓ |

| SERVICE LEVEL "B" COSTS per square foot for additional future square footage | | | | | | | |
|--|-------|---------------------|----------------|-------------------|-------------|-------------|----------|
| | Turf | Shrubs/Ground Cover | Weed Abatement | Broadleaf Control | Fertilizing | Dethatching | Aeration |
| Streetscape | 10095 | 10095 | 1006 | 10018 | 10036 | 10084 | 10014 |
| Parks | ✓ | 10095 | ✓ | ✓ | ✓ | ✓ | ✓ |
| Medians | ✓ | 10030 | ✓ | ✓ | ✓ | ✓ | ✓ |

EXHIBIT C
Zone 41 (Refer to Exhibit E for more detail)

Total Zone Square Feet: 2,626

| | Service Level "A" | Service Level "B" |
|-------------------------------|-------------------|-------------------|
| BASE TOTAL for Zone 41 | <u>19-</u> | <u>12-</u> |

| SERVICE LEVEL "A" Additives | Cost Per Instance |
|---|-------------------|
| Fertilizing | <u>8-</u> |
| Aeration of All Lawn Areas | <u>3-</u> |
| Spraying of Broadleaf Weeds in Lawn Areas | <u>4-</u> |
| Dethatching | <u>20-</u> |

| SERVICE LEVEL "B" Additives | Cost Per Instance |
|---|-------------------|
| Fertilizing | <u>8-</u> |
| Ground Cover and Shrub Maintenance | <u>1-</u> |
| Aeration of Lawn Areas | <u>3</u> |
| Median Maintenance | <u>N/A</u> |
| Spraying of Broadleaf Weeds in Lawn Areas | <u>4</u> |
| Dethatching | <u>20</u> |

| SERVICE LEVEL "A" COSTS per square foot for additional future square footage | | | | | | | |
|--|-----------------|---------------------|----------------|-------------------|----------------|----------------|----------------|
| | Turf | Shrubs/Ground Cover | Weed Abatement | Broadleaf Control | Fertilizing | Dethatching | Aeration |
| Streetscape | <u>1,007.95</u> | <u>1,007.95</u> | <u>1,006</u> | <u>1,008</u> | <u>1,003.6</u> | <u>1,008.4</u> | <u>1,001.4</u> |
| Parks | <u>↓</u> | <u>↓</u> | <u>↓</u> | <u>↓</u> | <u>↓</u> | <u>↓</u> | <u>↓</u> |
| Medians | <u>↓</u> | <u>1,007.95</u> | <u>↓</u> | <u>↓</u> | <u>↓</u> | <u>↓</u> | <u>↓</u> |

| SERVICE LEVEL "B" COSTS per square foot for additional future square footage | | | | | | | |
|--|----------------|---------------------|----------------|-------------------|----------------|----------------|----------------|
| | Turf | Shrubs/Ground Cover | Weed Abatement | Broadleaf Control | Fertilizing | Dethatching | Aeration |
| Streetscape | <u>1,001.5</u> | <u>1,004.5</u> | <u>1,006</u> | <u>1,001.8</u> | <u>1,003.6</u> | <u>1,008.4</u> | <u>1,001.4</u> |
| Parks | <u>↓</u> | <u>↓</u> | <u>↓</u> | <u>↓</u> | <u>↓</u> | <u>↓</u> | <u>↓</u> |
| Medians | <u>↓</u> | <u>1,003.0</u> | <u>↓</u> | <u>↓</u> | <u>↓</u> | <u>↓</u> | <u>↓</u> |

EXHIBIT C

Zone 39 - Channelway Located in Zone 1 (Refer to Exhibit E for more detail)

Total Zone Square Feet: 90,545

| Service Level "A" | Service Level "B" |
|-------------------------------------|-------------------|
| 360- | 216- |
| BASE TOTAL for Channelway in Zone 1 | |

| SERVICE LEVEL "A" Additives | Cost Per Instance |
|---|-------------------|
| Fertilizing | NOT IN RFP |
| Aeration of All Lawn Areas | N/A |
| Spraying of Broadleaf Weeds in Lawn Areas | N/A |
| Dethatching | N/A |

| SERVICE LEVEL "B" Additives | Cost Per Instance |
|---|-------------------|
| Fertilizing | NOT IN RFP |
| Ground Cover and Shrub Maintenance | 452 |
| Aeration of Lawn Areas | N/A |
| Median Maintenance | N/A |
| Spraying of Broadleaf Weeds in Lawn Areas | N/A |
| Dethatching | N/A |

| SERVICE LEVEL "A" COSTS per square foot for additional future square footage | | | | | | | |
|--|--------|---------------------|----------------|-------------------|-------------|-------------|----------|
| | Turf | Shrubs/Ground Cover | Weed Abatement | Broadleaf Control | Fertilizing | Dethatching | Aeration |
| Streetscape | .00745 | .00745 | .006 | .0018 | .0036 | .0084 | .0014 |
| Parks | ↓ | .00745 | ↓ | ↓ | ↓ | ↓ | ↓ |
| Medians | ↓ | .00435 | ↓ | ↓ | ↓ | ↓ | ↓ |

| SERVICE LEVEL "B" COSTS per square foot for additional future square footage | | | | | | | |
|--|-------|---------------------|----------------|-------------------|-------------|-------------|----------|
| | Turf | Shrubs/Ground Cover | Weed Abatement | Broadleaf Control | Fertilizing | Dethatching | Aeration |
| Streetscape | .0045 | .0045 | .006 | .0018 | .0036 | .0084 | .0014 |
| Parks | ↓ | .0045 | ↓ | ↓ | ↓ | ↓ | ↓ |
| Medians | ↓ | .0030 | ↓ | ↓ | ↓ | ↓ | ↓ |

EXHIBIT C

Zone 39 - Channelway Located in Zone 3 (Refer to Exhibit E for more detail)

Total Zone Square Feet: 376,787

| Service Level "A" | Service Level "B" |
|-------------------------------------|-------------------|
| BASE TOTAL for Channelway in Zone 3 | 647 - |

| SERVICE LEVEL "A" Additives | Cost Per Instance |
|---|-------------------|
| Fertilizing | NOT IN RFP |
| Aeration of All Lawn Areas | N/A |
| Spraying of Broadleaf Weeds in Lawn Areas | N/A |
| Dethatching | N/A |

| SERVICE LEVEL "B" Additives | Cost Per Instance |
|---|-------------------|
| Fertilizing | NOT IN RFP |
| Ground Cover and Shrub Maintenance | 927 |
| Aeration of Lawn Areas | N/A |
| Median Maintenance | N/A |
| Spraying of Broadleaf Weeds in Lawn Areas | N/A |
| Dethatching | N/A |

| SERVICE LEVEL "A" COSTS per square foot for additional future square footage | | | | | | | |
|--|--------|---------------------|----------------|-------------------|-------------|-------------|----------|
| | Turf | Shrubs/Ground Cover | Weed Abatement | Broadleaf Control | Fertilizing | Dethatching | Aeration |
| Streetscape | .00745 | .00745 | .006 | .0018 | .0036 | .0084 | .0014 |
| Parks | ↓ | .00745 | ↓ | ↓ | ↓ | ↓ | ↓ |
| Medians | ↓ | .00745 | ↓ | ↓ | ↓ | ↓ | ↓ |

| SERVICE LEVEL "B" COSTS per square foot for additional future square footage | | | | | | | |
|--|-------|---------------------|----------------|-------------------|-------------|-------------|----------|
| | Turf | Shrubs/Ground Cover | Weed Abatement | Broadleaf Control | Fertilizing | Dethatching | Aeration |
| Streetscape | .0045 | .0045 | .006 | .0018 | .0036 | .0084 | .0014 |
| Parks | ↓ | .0045 | ↓ | ↓ | ↓ | ↓ | ↓ |
| Medians | ↓ | .0030 | ↓ | ↓ | ↓ | ↓ | ↓ |

EXHIBIT C

Zone 39 - Channelway Located in Zone 7 (Refer to Exhibit E for more detail)

Total Zone Square Feet: 269,422

| Service Level "A" | Service Level "B" |
|-------------------------------------|-------------------|
| BASE TOTAL for Channelway in Zone 7 | 545 - |

| SERVICE LEVEL "A" Additives | Cost Per Instance |
|---|-------------------|
| Fertilizing | NOT IN RFP |
| Aeration of All Lawn Areas | N/A |
| Spraying of Broadleaf Weeds in Lawn Areas | N/A |
| Dethatching | N/A |

| SERVICE LEVEL "B" Additives | Cost Per Instance |
|---|-------------------|
| Fertilizing | NOT IN RFP |
| Ground Cover and Shrub Maintenance | 673 |
| Aeration of Lawn Areas | N/A |
| Median Maintenance | N/A |
| Spraying of Broadleaf Weeds in Lawn Areas | N/A |
| Dethatching | N/A |

SERVICE LEVEL "A" COSTS per square foot for additional future square footage

| Turf | Shrubs/Ground Cover | Weed Abatement | Broadleaf Control | Fertilizing | Dethatching | Aeration |
|-------------|---------------------|----------------|-------------------|-------------|-------------|----------|
| Streetscape | 1,00745 | 1,006 | 1,0018 | 1,0036 | 1,0084 | 1,0014 |
| Parks | 1,00745 | 1,006 | 1,0018 | 1,0036 | 1,0084 | 1,0014 |
| Medians | 1,00745 | 1,006 | 1,0018 | 1,0036 | 1,0084 | 1,0014 |

SERVICE LEVEL "B" COSTS per square foot for additional future square footage

| Turf | Shrubs/Ground Cover | Weed Abatement | Broadleaf Control | Fertilizing | Dethatching | Aeration |
|-------------|---------------------|----------------|-------------------|-------------|-------------|----------|
| Streetscape | 1,0045 | 1,006 | 1,0018 | 1,0036 | 1,0084 | 1,0014 |
| Parks | 1,0045 | 1,006 | 1,0018 | 1,0036 | 1,0084 | 1,0014 |
| Medians | 1,0036 | 1,006 | 1,0018 | 1,0036 | 1,0084 | 1,0014 |

EXHIBIT C

Zone 39 - Channelway Located in Zone 8 (Refer to Exhibit E for more detail)

Total Zone Square Feet: 224,458

| | |
|--------------------------------------|-------------------|
| Service Level "A" | Service Level "B" |
| <u>1,208</u> | <u>725</u> |
| BASE TOTAL for Channelway in Zone 10 | |

| SERVICE LEVEL "A" Additives | Cost Per Instance |
|---|-------------------|
| Fertilizing | <u>NOT IN REP</u> |
| Aeration of All Lawn Areas | <u>N/A</u> |
| Spraying of Broadleaf Weeds in Lawn Areas | <u>N/A</u> |
| Dethatching | <u>N/A</u> |

| SERVICE LEVEL "B" Additives | Cost Per Instance |
|---|-------------------|
| Fertilizing | <u>NOT IN REP</u> |
| Ground Cover and Shrub Maintenance | <u>561</u> |
| Aeration of Lawn Areas | <u>N/A</u> |
| Median Maintenance | <u>N/A</u> |
| Spraying of Broadleaf Weeds in Lawn Areas | <u>N/A</u> |
| Dethatching | <u>N/A</u> |

SERVICE LEVEL "A" COSTS per square foot for additional future square footage

| | Turf | Shrubs/Ground Cover | Weed Abatement | Broadleaf Control | Fertilizing | Dethatching | Aeration |
|-------------|---------------|---------------------|----------------|-------------------|--------------|--------------|--------------|
| Streetscape | <u>.00745</u> | <u>.00745</u> | <u>.006</u> | <u>.0018</u> | <u>.0036</u> | <u>.0084</u> | <u>.0014</u> |
| Parks | <u>↓</u> | <u>.00745</u> | <u>↓</u> | <u>↓</u> | <u>↓</u> | <u>↓</u> | <u>↓</u> |
| Medians | <u>↓</u> | <u>.00125</u> | <u>↓</u> | <u>↓</u> | <u>↓</u> | <u>↓</u> | <u>↓</u> |

SERVICE LEVEL "B" COSTS per square foot for additional future square footage

| | Turf | Shrubs/Ground Cover | Weed Abatement | Broadleaf Control | Fertilizing | Dethatching | Aeration |
|-------------|--------------|---------------------|----------------|-------------------|--------------|--------------|--------------|
| Streetscape | <u>.0045</u> | <u>.0045</u> | <u>.006</u> | <u>.0018</u> | <u>.0036</u> | <u>.0084</u> | <u>.0014</u> |
| Parks | <u>↓</u> | <u>.0045</u> | <u>↓</u> | <u>↓</u> | <u>↓</u> | <u>↓</u> | <u>↓</u> |
| Medians | <u>↓</u> | <u>.0030</u> | <u>↓</u> | <u>↓</u> | <u>↓</u> | <u>↓</u> | <u>↓</u> |

EXHIBIT C

Zone 39 - Channelway Located in Zone 9 (Refer to Exhibit E for more detail)

Total Zone Square Feet: 631,133

| Service Level "A" | Service Level "B" |
|--|-------------------|
| 2,129- | 1,278- |
| BASE TOTAL for Channelway in Zone 7 | |

| SERVICE LEVEL "A" Additives | Cost Per Instance |
|---|-------------------|
| Fertilizing | NOT IN RFP |
| Aeration of All Lawn Areas | N/A |
| Spraying of Broadleaf Weeds in Lawn Areas | N/A |
| Dethatching | N/A |

| SERVICE LEVEL "B" Additives | Cost Per Instance |
|---|-------------------|
| Fertilizing | NOT IN RFP |
| Ground Cover and Shrub Maintenance | N/A |
| Aeration of Lawn Areas | N/A |
| Median Maintenance | N/A |
| Spraying of Broadleaf Weeds in Lawn Areas | N/A |
| Dethatching | N/A |

SERVICE LEVEL "A" COSTS per square foot for additional future square footage

| Turf | Shrubs/Ground Cover | Weed Abatement | Broadleaf Control | Fertilizing | Dethatching | Aeration |
|------------------------|---------------------|----------------|-------------------|-------------|-------------|----------|
| Streetscape 1,00745 | 1,00745 | 1,006 | 1,0018 | 1,0036 | 1,0084 | 1,0014 |
| Parks ✓ | 1,00745 | ✓ | ✓ | ✓ | ✓ | ✓ |
| Medians ✓ | 1,00435 | ✓ | ✓ | ✓ | ✓ | ✓ |

SERVICE LEVEL "B" COSTS per square foot for additional future square footage

| Turf | Shrubs/Ground Cover | Weed Abatement | Broadleaf Control | Fertilizing | Dethatching | Aeration |
|-----------------------|---------------------|----------------|-------------------|-------------|-------------|----------|
| Streetscape 1,0045 | 1,0045 | 1,006 | 1,0018 | 1,0036 | 1,0084 | 1,0014 |
| Parks ✓ | 1,0045 | ✓ | ✓ | ✓ | ✓ | ✓ |
| Medians ✓ | 1,0030 | ✓ | ✓ | ✓ | ✓ | ✓ |

EXHIBIT C

Zone 39 - Channelway Located in Zone 10 (Refer to Exhibit E for more detail)

Total Zone Square Feet: 772,084

| Service Level "A" | Service Level "B" |
|--------------------------------------|-------------------|
| BASE TOTAL for Channelway in Zone 10 | 2,958 |
| | 2286 |

| SERVICE LEVEL "A" Additives | Cost Per Instance |
|---|-------------------|
| Fertilizing | NOT IN REF |
| Aeration of All Lawn Areas | N/A |
| Spraying of Broadleaf Weeds in Lawn Areas | N/A |
| Dethatching | N/A |

| SERVICE LEVEL "B" Additives | Cost Per Instance |
|---|-------------------|
| Fertilizing | NOT IN REF |
| Ground Cover and Shrub Maintenance | 1,494 |
| Aeration of Lawn Areas | N/A |
| Median Maintenance | N/A |
| Spraying of Broadleaf Weeds in Lawn Areas | N/A |
| Dethatching | N/A |

| SERVICE LEVEL "A" COSTS per square foot for additional future square footage | | | | | | | |
|--|--------|---------------------|----------------|-------------------|-------------|-------------|----------|
| | Turf | Shrubs/Ground Cover | Weed Abatement | Broadleaf Control | Fertilizing | Dethatching | Aeration |
| Streetscape | .00745 | .00745 | .006 | .0018 | .0036 | .0084 | .0014 |
| Parks | ↓ | .00745 | ↓ | ↓ | ↓ | ↓ | ↓ |
| Medians | ↓ | .00435 | ↓ | ↓ | ↓ | ↓ | ↓ |

| SERVICE LEVEL "B" COSTS per square foot for additional future square footage | | | | | | | |
|--|-------|---------------------|----------------|-------------------|-------------|-------------|----------|
| | Turf | Shrubs/Ground Cover | Weed Abatement | Broadleaf Control | Fertilizing | Dethatching | Aeration |
| Streetscape | .0045 | .0045 | .006 | .0018 | .0036 | .0084 | .0014 |
| Parks | ↓ | .0045 | ↓ | ↓ | ↓ | ↓ | ↓ |
| Medians | ↓ | .0030 | ↓ | ↓ | ↓ | ↓ | ↓ |

EXHIBIT C

Zone 39 - Channelway Located in Zone 26 (Refer to Exhibit E for more detail)

Total Zone Square Feet: 188,521

| Service Level "A" | Service Level "B" |
|---|-------------------|
| 1017- | 610- |
| BASE TOTAL for Channelway in Zone 26 | |

| SERVICE LEVEL "A" Additives | Cost Per Instance |
|---|-------------------|
| Fertilizing | NOT IN REF |
| Aeration of All Lawn Areas | N/A |
| Spraying of Broadleaf Weeds in Lawn Areas | N/A |
| Dethatching | N/A |

| SERVICE LEVEL "B" Additives | Cost Per Instance |
|---|-------------------|
| Fertilizing | NOT IN REF |
| Ground Cover and Shrub Maintenance | 471 |
| Aeration of Lawn Areas | N/A |
| Median Maintenance | N/A |
| Spraying of Broadleaf Weeds in Lawn Areas | N/A |
| Dethatching | N/A |

| SERVICE LEVEL "A" COSTS per square foot for additional future square footage | | | | | | | |
|--|--------|---------------------|----------------|-------------------|-------------|-------------|----------|
| | Turf | Shrubs/Ground Cover | Weed Abatement | Broadleaf Control | Fertilizing | Dethatching | Aeration |
| Streetscape | .00745 | .00745 | .006 | .0018 | .0036 | .0054 | .0014 |
| Parks | ↓ | .00745 | ↓ | ↓ | ↓ | ↓ | ↓ |
| Medians | ↓ | .00435 | ↓ | ↓ | ↓ | ↓ | ↓ |

| SERVICE LEVEL "B" COSTS per square foot for additional future square footage | | | | | | | |
|--|-------|---------------------|----------------|-------------------|-------------|-------------|----------|
| | Turf | Shrubs/Ground Cover | Weed Abatement | Broadleaf Control | Fertilizing | Dethatching | Aeration |
| Streetscape | .0045 | .0045 | .006 | .0018 | .0036 | .0084 | .0014 |
| Parks | ↓ | .0045 | ↓ | ↓ | ↓ | ↓ | ↓ |
| Medians | ↓ | .0030 | ↓ | ↓ | ↓ | ↓ | ↓ |

EXHIBIT D
LMD SERVICE LEVELS BY ZONE

| Zones | Service Level | XL Landscape Contract Amount |
|------------------|---------------|------------------------------|
| 1 | A | \$ 480.00 |
| Channelway in 1 | A | \$ 4,320.00 |
| 2 | A | \$ 1,596.00 |
| 3 | B | \$ 46,394.40 |
| Channelway in 3 | B | \$ 7,761.60 |
| 4 | A | \$ - |
| 7 | B | \$ 33,324.00 |
| Channelway in 7 | B | \$ 6,540.00 |
| 8 | B | \$ 6,540.00 |
| Channelway in 8 | B | \$ 8,700.00 |
| 9 | B | \$ 50,112.00 |
| Channelway in 9 | A | \$ 25,548.00 |
| 10 | A | \$ 23,484.00 |
| Channelway in 10 | A | \$ 35,496.00 |
| 12 | A | \$ 13,260.00 |
| 13 | A | \$ 16,932.00 |
| 14 | A | \$ 11,220.00 |
| 15 | B | \$ 34,800.00 |
| 16 | B | \$ 5,340.00 |
| 17 | A | \$ 25,212.00 |
| 18 | B | \$ 10,728.00 |
| 19 | A | \$ 23,040.00 |
| 20 | A | \$ 3,324.00 |
| 21 | B | \$ 7,368.00 |
| 22 | A | \$ 3,612.00 |
| 23 | A | \$ 2,856.00 |
| 24 | A | \$ 12,240.00 |
| 26 | A | \$ 41,184.00 |
| Channelway in 26 | A | \$ 12,204.00 |
| 27 | A | \$ 2,040.00 |
| 28 | A | \$ 3,540.00 |
| 29 | A | \$ 20,604.00 |
| 30 | A | \$ 5,640.00 |
| 33 | A | \$ 756.00 |
| 34 | A | \$ 5,328.00 |
| 35 | A | \$ 10,368.00 |
| 38 | A | \$ 28,404.00 |
| 40 | B | \$ 156.00 |
| 41 | A | \$ 228.00 |
| | | |
| Total | | \$ 550,680.00 |

RESOLUTION _____

AWARDING A THREE YEAR PROFESSIONAL SERVICES AGREEMENT WITH TWO POSSIBLE ONE YEAR EXTENSIONS WITH XL LANDSCAPE DEVELOPMENT FOR LANDSCAPE, PARK AND CHANNELWAYS MAINTENANCE SERVICES AND AUTHORIZE THE MAYOR TO EXECUTE THE AGREEMENT

WHEREAS, the City of Tracy currently has a temporary landscape maintenance contract with XL Landscape Development, and

WHEREAS, On October 14, 2014, staff issued a Request for Proposals for Landscape, Parks, and Channelways Maintenance in the City's Landscape Maintenance District (LMD) zones, and

WHEREAS, Five proposals were received, and

WHEREAS, Staff reviewed, discussed and rated all proposals submitted for LMD Landscape, Parks, and Channelways Maintenance;

NOW, THEREFORE, BE IT RESOLVED that the City Council authorizes a three year Professional Services Agreement (PSA) with XL Landscape Development for services required for Landscape, Parks, and Channelways Maintenance, authorizes the Mayor to execute the PSA, and authorizes the City Manager to extend the agreement for up to two additional one-year terms.

* * * * *

The foregoing Resolution _____ was passed and adopted by the Tracy City Council on the 6th day of January, 2015, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

MAYOR

ATTEST:

INTERIM CITY CLERK