



THE CITY OF COLORADO SPRINGS

REQUEST FOR PROPOSAL

Services

R24-018DS

Date Issued: January 30, 2024

DOWNTOWN MEDIAN LANDSCAPE MAINTENANCE

THE CITY OF COLORADO SPRINGS

The City of Colorado Springs requests Firm Fixed Price (FFP) proposals, as detailed in this Request for Proposal (RFP), for Downtown Median Landscape Maintenance.

This RFP is posted to Rocky Mountain E-Purchasing BidNet Direct and the City of Colorado Springs Procurement Services Website. It is available for all vendors free of charge, following free registration, at the Rocky Mountain E-Purchasing BidNet Direct website.

SUBMITTALS FOR THIS PROJECT WILL ONLY BE ACCEPTED ON THE ROCKY MOUNTAIN E-PURCHASING BIDNET DIRECT PLATFORM.

Please login to the following website to register (Free Registration) to submit a bid for this project. All required documents will be uploaded to the website.

<https://www.bidnetdirect.com/>

BIDNET Support

800-835-4603

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SECTION I – PROPOSAL INFORMATION

1.0 PROPOSAL INFORMATION

Section I provides general information to potential Offerors, such as proposal submission instructions and other similar administrative elements. This RFP is available on BidNet (www.bidnetdirect.com). All addenda or amendments shall be issued through BidNet and may not be available through any other source.

1.1 RFP SCHEDULE OF EVENTS

The upcoming schedule of events is as follows:

<u>Event</u>	<u>Date</u>
Issue Request for Proposal	January 30, 2024
Pre-Proposal Conference	February 13, 2024 10:00 AM MST

We will hold a pre-proposal conference via Microsoft Teams. This meeting is not mandatory. However, all Offerors are encouraged to attend. Please use the link below to attend the meeting:

https://teams.microsoft.com/l/meetup-join/19%3ameeting_NTQ0YzlyZmMtMmFIYy00N2E3LTg1NDEtNjU0OGEyNjUzZjM1%40thread.v2/0?context=%7b%22Tid%22%3a%2290f74bf0-a593-4c12-9591-fb8ef4ba6ad1%22%2c%22Oid%22%3a%228e59dff5-e42a-4e52-b23f-b2d164d21568%22%7d

or

Call in (audio only): 720-617-3426 Phone Conference ID: 531 666 72#

Cut Off Date for Questions	February 15, 2024, 5:00 PM MST
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Questions about the RFP must be submitted electronically with BidNet. A written response to any inquiry may be provided in the form of an Amendment to the solicitation. See 1.7 Amendments. Questions must be received no later than Date.

Requests for Information, support and other questions shall be directed to:

Dylan Smith
Dylan.Smith2@coloradosprings.gov

DO NOT CONTACT ANY OTHER INDIVIDUAL AT THE CITY OF COLORADO SPRINGS REGARDING THIS SOLICITATION.

Proposal Due Date	February 27, 2024, 5:00 PM MST
Interviews (if applicable)	TBD
Award of Contract	Anticipated March 2024
Notice to Proceed	Anticipated March 2024

1.2 SUBMISSION OF PROPOSALS

Proposals are to be submitted electronically on the BidNet Website (www.bidnetdirect.com). Please review the submission requirements *well in advance* of submission date and time; and allow for ample time to upload each required document.

It is recommended that Offerors begin the submission process at least one (1) day in advance of the proposal deadline.

Offerors are solely responsible to ensure their bid documents are uploaded and submitted correctly, and that a **confirmation number** is obtained upon successful submission.

Customer Support Team for www.bidnetdirect.com can be reached 1-800-835-4603.

1.3 NUMBER OF COPIES

One electronic proposal is to be submitted electronically on the BidNet Website (www.bidnetdirect.com).

1.4 SPECIAL TERMS

Please note the following definitions of terms as used herein:

The term “City” means the City of Colorado Springs.

The term “Contractor” or “Consultant” means the Offeror whose offer is accepted and is awarded the contract to provide the products or services specified in the RFP.

The term “Offer” means the proposal.

The term “Offeror” means the person, firm, or corporation that submits a formal proposal or offer and that may or may not be successful in being awarded the contract.

The term "Project" refers to Downtown Median Landscape Maintenance.

The term "Request for Proposal" or "RFP" means this solicitation of a formal, negotiable proposal/offer. Any offer that is accepted will be the offer that is deemed by the City of Colorado Springs to be most advantageous in terms of the criteria designated in the RFP.

1.5 RFP OBJECTIVE

The objective of this RFP is to provide sufficient information to enable qualified Offerors to submit written proposals to the City of Colorado Springs. The RFP is not a contractual offer or commitment to purchase products or services. The Offeror may present options and variables to the scope while still meeting the minimum requirements of this solicitation. Innovative proposals/solutions are encouraged and considered in the selection and/or award.

All information included in proposals must be legible. Any and all corrections and or erasures must be initialed by Offeror. Each proposal shall be accompanied by a cover letter signed by an authorized representative of the Offeror. The contents of the proposal submitted by the successful Offeror may become part of any contract awarded as a result of this solicitation.

1.6 CONFIDENTIAL OR PROPRIETARY INFORMATION

If an Offeror believes that parts of an offer are confidential, then the Offeror must so specify. The Offeror must include in bold letters the term "CONFIDENTIAL" on that part of the offer which the Offeror believes to be confidential. The Offeror must submit in writing specific detailed reasons, including any relevant legal authority, stating why the Offeror believes the material to be confidential. Vague and general claims as to confidentiality will not be accepted. The City of Colorado Springs will be the sole judge as to whether a claim is acceptable. Decisions regarding the confidentiality of information will be made when requests are made to make the information public. All offers and parts of offers, which are not marked as confidential, will automatically be considered public information after the contract is awarded. The successful offer may be considered public information even though parts are marked confidential.

1.7 AMENDMENTS

Amendments to this RFP may be issued at any time prior to the time set for receipt of proposals. Offerors are required to acknowledge receipt of any amendments issued to this RFP by returning a signed copy of each amendment issued. Signed copies of each amendment must be received on or before the time set for receipt of offers.

The City of Colorado Springs will post all amendments on the BidNet Website (www.bidnetdirect.com). It is the Offeror's responsibility to check the website for posted amendments or contact the Contracts Specialist listed to confirm the number of amendments which have been issued.

1.8 WITHDRAWAL OR MODIFICATION OF OFFERS

Any Offeror may modify or withdraw an offer in writing at any time prior to the deadline for submission of an offer.

1.9 ACCEPTANCE

Any offer received and not withdrawn shall be considered an offer, which may be accepted by the City of Colorado Springs based on initial submission without discussions or negotiations.

By submitting an offer in response to this solicitation, the Offeror agrees that any offer it submits may be accepted by the City of Colorado Springs at any time within 90 calendar days from the date of submission deadline.

The City of Colorado Springs reserves the right (a) to reject any or all offers, (b) to waive informalities and minor irregularities in offers received, and/or (c) to accept any portion of an offer if deemed in the best interest of the City of Colorado Springs. Failure of the Offeror to provide in its offer any information requested in the RFP may result in rejection of the offer for non-responsiveness.

1.10 PROPOSAL PREPARATION COST

The cost of proposal preparation is not a reimbursable cost. Proposal preparation shall be at the Offeror's sole expense and is the Offeror's total and sole responsibility.

1.11 AWARD

The City of Colorado Springs intends to make one award, using the evaluation criteria listed in this RFP, to determine the best value, considering all factors and criteria in the proposals submitted. Best value means the expected outcome of an acquisition that, in the City's estimation, provides the greatest overall benefit in response to the requirements detailed in the RFP. The City of Colorado Springs reserves the right to reject any or all offers and to not make an award.

1.12 PERFORMANCE PERIOD

The performance period of any contract awarded as a result of this RFP is anticipated to be as follows.

Base Year: March 1, 2024 – November 30, 2024

Option Year 1: March 1, 2025 – November 30, 2025

Option Year 2: March 1, 2026 – November 30, 2026

Option Year 3: March 1, 2027 – November 30, 2027

Option Year 4: March 1, 2028 – November 30, 2028

1.13 DEBRIEFING

Offerors not selected may request a debriefing on the selection process as well as discussion of the strengths and weaknesses of their proposal upon receipt of notification that their offer was not selected.

A debriefing may be scheduled by contacting the Contracts Specialist listed above. The Contracts Specialist must receive a written request for debriefing no later than ten (10) calendar days after issuance of a notification that the Offeror's offer was not selected.

1.14 SUBSTANTIVE PROPOSALS

By responding to this RFP, the Offeror certifies (a) that Offeror's proposal is genuine and is not made in the interest of, or on behalf of, an undisclosed person, firm, or corporation; (b) that Offeror has not directly or indirectly induced or solicited any other Offerors to put in a false or sham proposal; (c) that Offeror has not solicited or induced any other person, firm, or corporation to refrain or abstain from proposing an offer or proposal; (d) that Offeror has not sought by collusion to obtain for themselves any advantage over any other Offerors or over the City of Colorado Springs; and (e) that Offeror has not violated or caused any person to violate, and shall not violate or cause any person to violate, the City's Code of Ethics contained in Article 3, of Chapter 1 of the City Code and in the City's Procurement Rules and Regulations.

1.15 OFFEROR'S QUALIFICATIONS

Each Offeror must complete Exhibit 6 – Qualification Statement.

No contract will be awarded to any Offeror who is in arrears to the City, upon any debt or contract, or who is in default, in any capacity, upon any obligation to the City or is deemed to be irresponsible or unreliable by the City based on past performance.

1.16 NON-COLORADO ENTITIES

If Offeror is a foreign entity, Offeror shall comply with C.R.S. section 7-90-801, "Authority to transact business or conduct activities required," and section 7-90-802, "Consequences of transacting business or conducting activities without authority."

Before or at the time that the contract is awarded to an entity organized or operating outside the State of Colorado, such entity shall obtain authorization to do business in the State of Colorado, designate a place of business herein, and appoint an agent for service of process.

Such entity must furnish the City of Colorado Springs with a certificate from the Secretary of the State of Colorado to the effect that a certificate of authority to do business in the State of Colorado has been issued by that office and is still valid. The entity shall also

provide the City with a certified copy of the designation of place of business and appointment of agent for service of process from the Colorado Secretary of State, or a letter from the Colorado Secretary of State that such designation of place of business and agent for service of process has been made.

1.17 PROCUREMENT RULES AND REGULATIONS

All projects advertised by the City of Colorado Springs are solicited in accordance with the City's Procurement Rules and Regulations. The City's Procurement Rules and Regulations can be reviewed and/or downloaded from the City website www.coloradosprings.gov. The Contracts Specialist may also provide a softcopy of the Rules and Regulations upon request. Any discrepancies regarding conflicting statements, decisions, irregularities, clauses, or specifications will be rectified utilizing the City's Procurement Rules and Regulations, when applicable. It is the Offeror's responsibility to advise the Contracts Specialist listed in this RFP of any perceived discrepancies prior to the date and time the offer is due.

1.18 FAIR TREATMENT OF OFFERORS

The City Procurement Services Division shall be responsible for ensuring the procurement of products, commodities, and services are in a manner that affords all responsible businesses a fair and equal opportunity to compete. If an Offeror believes that a procurement is not conducted in a fair and equitable manner, the Offeror is encouraged to inform the City Procurement Services Manager as soon as possible.

1.19 ORDER OF PRECEDENCE

Any inconsistency in this solicitation shall be resolved by giving precedence in the following order:

- A. Sections I-IV of this Solicitation
- B. Statement of Work
- C. Other Appendices, Schedules, Exhibits, or Attachments

1.20 SALES TAX

The successful Offeror, if awarded a contract, shall apply to the Colorado Department of Revenue for a tax-exempt certificate for this project. The certificate does not apply to City of Colorado Springs Sales and Use Tax which shall be applicable and should be included in all proposals. The tax exempt project number and the exemption certificate only apply to County, PPRTA (Pikes Peak Rural Transportation Authority), and State taxes when purchasing construction and building materials **to be incorporated into this project**.

Furthermore, the exemption **does not** include or apply to the purchase or rental of equipment, supplies or materials that **do not become a part of the completed project**

or structure. In these instances, the purchase or rental is subject to full taxation at the current taxation rate.

The Offeror and all subcontractors shall include in their Offer City of Colorado Springs Sales and Use Tax on the work covered by the offer, and all other applicable taxes.

Forms and instructions can be downloaded at <https://coloradosprings.gov/sales-tax/page/sales-tax-information>. Questions can be directed to the City Sales Tax Division at (719) 385-5903 or SalesTax@coloradosprings.gov.

Our Registration Numbers are as follows:

City of Colorado Springs

Federal I.D.: 84-6000573

Federal Excise: A-138557

State Sales Tax: 98-03479

1.21 INTERPRETATION OF PLANS AND SPECIFICATIONS

Any change to proposal forms, plans, or specifications prior to the opening of proposals will be issued by the City in the form of an Amendment. Certain individuals may be named in the RFP that have authority to provide information, clarification or interpretation to Offerors prior to opening of proposals. Information obtained from persons other than those named individuals is invalid and shall not be used for proposal purposes.

1.22 COMBINATION OR CONDITIONAL PROPOSALS

If an RFP is issued for projects in combination and separately, the Offeror may submit proposals either on the combination or on separate units of the combination. The City reserves the right to make awards on combination or separate proposals to the advantage of the City. Combination proposals will be considered, only when specified.

1.23 ANTI-COLLUSION AFFIDAVIT

The Offeror by signing their proposal submitted to the City is certifying that the Offeror has not participated in any collusion or taken any action in restraint of free competitive bidding. This statement may also be in the form of an affidavit provided by the City and signed by the Offeror. The original of the signed anti-collusion affidavit, if separately required and provided with the RFP, shall be submitted with the proposal. The proposal will be rejected if it does not contain the completed anti-collusion affidavit.

SECTION II – PROPOSAL CONTENT

2.0 PROPOSAL CONTENT

Section II provides instructions regarding the format and content required for proposals submitted in response to this solicitation.

2.1 PROPOSAL FORMAT

Offeror's written proposal should include concise, but complete, information, emphasizing why the Offeror is best or best qualified to provide the required services. The Offeror's written proposal should include the information in the format outlined below and must be limited to no more than twenty-five (25) pages. **A page shall be defined as 8-1/2" x 11"; single sided, with one inch margins, and a minimum font of Times New Roman 10.**

The only exception to the 8-1/2" x 11" paper size is the proposed project schedule. It may be submitted on 11" x 17" paper. Each 11" x 17" page for the schedule shall be counted in the overall page limitations above. Each section of the proposal should be labeled to clearly follow the requirements sections identified in this section of the RFP. The following listed Exhibits must be filled out and returned with the proposal and are not counted against the page limit:

Exhibit 1 Proposal Certification

Exhibit 3 Exceptions

Exhibit 4 Minimum Insurance Requirements

Exhibit 6 Qualifications Statement

Appendix A: Bid Tab

Acknowledged Addendum, if issued

2.2 COVER LETTER

The cover letter shall be no more than three pages. The cover letter shall contain at least the following information.

- A. RFP Number and Project Name.
- B. Statement that the Offeror is qualified to perform the work.
- C. Certification Statement that the information and data submitted are true and complete to the best knowledge of the individual signing the letter.
- D. Name, telephone number, email address, and physical address of the individual to contact regarding the proposal.
- E. The signature of an authorized principal, partner, or officer of the Offeror.

2.3 PROPOSAL CERTIFICATION

The Offeror must fill out and submit Exhibit 1 with its Proposal.

2.4 ORGANIZATIONAL BACKGROUND AND OVERVIEW

The Offeror must provide a brief history and overview of its company and its organizational structure, with special emphasis on how this project will fit within that structure. Also include principal place of business location(s), office locations, and size of firm. Financial stability information (annual public reports or private financial statements shall be included in an appendix or under separate cover; private financial information will be kept confidential by the City) may be requested during the proposal evaluation and award process.

2.5 PROPOSAL NARRATIVE/TECHNICAL AND MANAGEMENT APPROACH

In the proposal narrative/technical and management approach section, the Offeror should explain what the Offeror will do and how it will perform if awarded a contract.

2.5.1 TECHNICAL AREA

The Offeror must explain its overall solution, considering the scope of work or statement of work provided. The content must include, but not necessarily be limited to, the following information.

A. Understanding of and Compliance with Technical Requirements

In the Technical Area, the Offeror should address each work area in sufficient detail to demonstrate a clear and full understanding of the work necessary to complete the project. The proposal should not merely parrot the requirements of the RFP. Further, the Offeror should provide evidence of sufficient planning to ensure the work is completed on schedule and within budget. It is highly recommended that the Offeror provide sufficient content and detail to answer completely the following questions:

The Offeror must at least address the following areas:

1. Schedule Management. Discuss Offeror's approach to schedule management including updating and reporting progress of the work.
2. Quality Control. Discuss Offeror's quality control plan, processes and approach to ensure that the City receives a quality product.
3. Safety. Discuss Offeror's approach and commitment to safety for its workers, the public, and City employees, if services are accomplished on a City site.
4. Potential issues that Offeror foresees with this project and how Offeror would make adjustments if encountered.

It is highly recommended that the Offeror provide sufficient content and detail to answer completely the following questions.

1. Does the proposal include a complete plan to accomplish each requirement, including subcontracting (if applicable)?

2. Does the proposal demonstrate that appropriate and qualified personnel and equipment will be provided to carry out the requirement?
3. Is the proper level of effort directed toward each requirement? Does the level of effort look unrealistically low or unreasonably high?

2.5.2 MANAGEMENT AREA

Offeror must explain its method of managing the work to be performed. The content must include, but no necessarily be limited to, the following information.

A. Past Performance/Relevant Experience

In the Management Area, the Offeror should provide at least three references or name contracts demonstrating that it successfully provided services/products that are the same or similar to those required in the RFP. The proposal should adequately explain how the projects were completed on schedule and within budget. It is highly recommended that the Offeror provide sufficient content and detail to answer completely the following questions.

1. Does the proposal include at least three references or past performance citations?
2. Are the references or past performance citations relevant to the requirements of the Statement of Work of the RFP?
3. Does the Offeror explain how they were successful on the projects provided as past performance?
4. Does the Offeror apply the past performance to the City requirement in such a way as to demonstrate added value due to experience?

B. Program Management Controls

A commercial Pesticide Applicator's license issued by the State of Colorado is required for this work. In the Management Area, the Offeror should provide:

1. Name(s) of personnel holding the required Commercial Pesticide Applicator's license(s)
2. A plan of operation, to include management of personnel, workload, schedule, and budget
3. Documentation that demonstrates clear and effective lines of authority assigned to the project. Include areas of responsibility and communication for management, supervisory, and technical personnel. The plan should address which job classification or personnel will be assigned to each task and how that determination is made. Basic human resource management concepts should be addressed, including hiring, firing, discipline, incentive plans, etc.;
4. If the Offeror plans to subcontract more than 10% of the work, include information on how the Offeror plans to manage its subcontractors.
5. A detailed schedule for the project showing the key activities and how they will meet or improve the City's timeframe and maximize efficiency to provide the best

value to the City and minimize impacts to the public. The schedule shall be based on the Offeror's understanding and approach to the work as addressed above. Schedules should address controls to ensure the project will remain on schedule and on budget.

It is highly recommended that the Offeror provide sufficient content and detail to answer completely the following questions.

1. Does the proposal address the issues above in sufficient detail to demonstrate a sophisticated and mature management control system?
2. Are program management controls consistent with the technical portion of the proposal, especially regarding schedule and level of effort?
3. Do the plan and controls indicate that the Offeror will obtain, keep, and efficiently utilize high-quality personnel?
4. Does the proposal explain how the Offeror will address corrective actions in case of delays (e.g. expediting materials, additional resources, etc.)?
5. Does the proposal explain how the Offeror will remain within schedule and budget?

C. Laborers and Equipment

The quality of personnel and equipment is extremely important in the City of Colorado Springs' decision-making process for awarding this contract. Respond to each of the following questions:

1. How many full-time laborers do you have available to work on this project?
2. Are these laborers full-time company personnel or are they subcontracted or temporary staff?
3. What percentage of your laborers are subcontracted or temporary staff?
4. Are any of your proposed laborers seasonal personnel? If yes provide the percentage of laborers that are seasonal. Explain seasonal staff and identify the season(s).
5. What types of landscape equipment does your company have available for this project?

2.6 PRICE AREA

In the Price Area, the Offeror should provide a detailed breakdown of the price for each year of performance. The price must be all-inclusive and include all unit costs for material, labor, other direct costs (e.g. travel), indirect costs (i.e. overhead and general and administrative costs), and profit/fee. Offers must include sufficient detail to allow insight into the fairness and reasonableness of the price. If the contract type will be Time and Material (T&M) labor categories, labor rates, separated profit, and estimated material costs must be included in detail.

In addition, although price may not be the most important factor, it is still very important to the City of Colorado Springs. The Offeror's pricing must be competitive as compared to the budget amount, market pricing in the industry, and the pricing of other Offerors. It

is highly recommended that the Offeror provide sufficient content and detail to answer completely the following questions.

1. How does the price compare to the industry competition?
2. If low, is it unrealistically low?
3. If high, is there demonstrated added value for the additional cost?
4. Does the Offeror leave applicable costs out of the calculations? For instance, some will say travel is not included and will be an extra cost. This should be considered when comparing to other Offerors.
5. Are there additional costs not addressed that the City would incur if the Offeror were awarded the contract? If so, include those costs when comparing to the budget amount and the competition.

2.7 PROPOSAL PRESENTATION

Presentation is an important factor. Offerors should provide a highly professional product, which is complete, accurate, easily understood, and effectively presented.

2.8 EXCEPTIONS

All Offerors must complete Exhibit 3, Exceptions Form and return it with their proposal. Some terms and conditions are not negotiable. Exceptions may be grounds for rendering the proposal unacceptable without further discussions.

2.9 INSURANCE REQUIREMENTS

All Offerors must complete Exhibit 4, Minimum Insurance Requirements and return with their proposal. Lack of responsiveness in this area may be grounds for rendering the proposal unacceptable without further discussions.

SECTION III – EVALUATION FACTORS

3.0 EVALUATION AND AWARD

Section III provides information regarding evaluation criteria and scoring. It also includes information regarding proposal selection and award of the resultant contract.

3.1 EVALUATION CRITERIA

3.1.1 TECHNICAL AREA – UNDERSTANDING OF AND COMPLIANCE WITH TECHNICAL REQUIREMENTS

See Section II – Item 2.5.1A

3.1.2 MANAGEMENT AREA – PAST PERFORMANCE/RELEVANT EXPERIENCE

See Section II – Item 2.5.2A

3.1.3 MANAGEMENT AREA – PROGRAM MANAGEMENT CONTROLS

See Section II – Item 2.5.2B

3.1.4 MANAGEMENT AREA – LABORERS AND EQUIPMENT

See Section II – Item 2.5.2C

3.1.5 PRICE/COST AREA – PRICE/COST

See Section II – Item 2.6

3.1.6 PROPOSAL PRESENTATION AREA – PROPOSAL PRESENTATION

See Section II – Item 2.7

3.1.7 EXCEPTIONS AND INSURANCE

See Section II – Items 2.8 and 2.9

3.2 RANKING

A. The order of ranking or importance in the evaluation shall be as follows per grouping:

First: Management Area

Second: Technical Area

Third: Price Area

Fourth: Proposal Presentation Area

B. Possible scores for each criterion shall be as follows:

5 – Exceptional

4 – Very Good

3 – Satisfactory

2 – Marginal

1 – Unacceptable

C. Definitions for scoring are as follows and apply to each grouping:

1. The following apply to the Technical and Management Areas:

Exceptional – The proposal meets all and exceeds many of the requirements of the RFP to the benefit of the City, and the information provided is of such a nature as to answer all questions without need for further inquiry. There are no corrective actions required, and no compromise of requirements is needed.

Very Good – The proposal meets all and exceeds some of the requirements of the RFP to the benefit of the City, and the information provided is of such a nature as to answer most questions without need for further inquiry. There are no corrective actions required, and no compromise of requirements is needed.

Satisfactory – The proposal meets the requirements of the RFP, and the information provided is of such a nature as to answer many questions without need for further inquiry. There are very few corrective actions required, and no substantive compromise of requirements is needed.

Marginal – The proposal does not meet some of the requirements of the RFP, and the information provided is of such a nature as to require some clarification. There are some corrective actions required, and some non-substantive compromise of requirements is needed.

Unacceptable – The proposal does not meet many of the requirements of the RFP, and the information provided is of such a nature as to require much clarification. There are many corrective actions required, and substantive compromise of requirements is needed.

2. The following apply to the Price Area:

Exceptional – The proposal meets all and exceeds many of the requirements of the RFP to the benefit of the City, and the information provided is of such a nature as to answer all questions without need for further inquiry. There are no corrective actions required, and no compromise of requirements is needed.

Very Good – The proposal meets all and exceeds some of the requirements of the RFP to the benefit of the City, and the information provided is of such a nature as to answer most questions without need for further inquiry. There are no corrective actions required, and no compromise of requirements is needed.

Satisfactory – The proposal meets the requirements of the RFP, and the information provided is of such a nature as to answer many questions without need

for further inquiry. There are very few corrective actions required, and no substantive compromise of requirements is needed.

Marginal – The proposal does not meet some of the requirements of the RFP, and the information provided is of such a nature as to require some clarification. There are some corrective actions required, and some non-substantive compromise of requirements is needed.

Unacceptable – The proposal does not meet many of the requirements of the RFP, and the information provided is of such a nature as to require much clarification. There are many corrective actions required, and substantive compromise of requirements is needed.

3. The following apply to the Proposal Presentation Area:

Exceptional – The proposal meets all and exceeds many of the requirements of the RFP to the benefit of the City, and the information provided is of such a nature as to answer all questions without need for further inquiry. There are no corrective actions required, and no compromise of requirements is needed.

Very Good – The proposal meets all and exceeds some of the requirements of the RFP to the benefit of the City, and the information provided is of such a nature as to answer most questions without need for further inquiry. There are no corrective actions required, and no compromise of requirements is needed.

Satisfactory – The proposal meets the requirements of the RFP, and the information provided is of such a nature as to answer many questions without need for further inquiry. There are very few corrective actions required, and no substantive compromise of requirements is needed.

Marginal – The proposal does not meet some of the requirements of the RFP, and the information provided is of such a nature as to require some clarification. There are some corrective actions required, and some non-substantive compromise of requirements is needed.

Unacceptable – The proposal does not meet many of the requirements of the RFP, and the information provided is of such a nature as to require much clarification. There are many corrective actions required, and substantive compromise of requirements is needed.

D. Area Scoring

The score for each area will be determined by multiplying the sum of the criteria in each area by the area evaluation factor. The area evaluation factors are as follows:

Management Area: 40 Points
Technical Area: 35 Points
Price Area: 20 Points
Proposal Presentation: 5 Points

3.3 SELECTION COMMITTEE

A selection committee will review all proposals. Through this process, the City will determine which proposals are acceptable or unacceptable. The City will notify, in writing, the Offerors whose proposals are deemed to be unacceptable. Those Offerors offering proposals deemed to be acceptable by the City will be evaluated by grouping and scored by grouping by the selection committee. This scoring will determine which Offerors are considered to be in the competitive range and may be the basis for an award decision without further steps.

If the selection committee elects not to award based upon evaluation scoring, it may engage in a forced elimination process. To inform this process, it may require oral presentations or interviews with the Offerors considered to be in the competitive range. If oral presentations or interviews are conducted, they may also be scored, or they may simply be considered as information supporting the forced elimination process. The selection committee may request revisions to the proposal from each of the Offerors at the conclusion of the interviews. The intent of the forced elimination process is to reach consensus. The decision will be based on all relevant factors, and based upon perception of best value. The final decision may or may not exactly reflect scoring ranking.

The City also reserves the right to request best and final offers from all Offerors at any point in the proposal evaluation process.

3.4 AWARD OF CONTRACT

It is anticipated that there will be negotiations or discussions with Offerors. However, the City reserves the right to award without negotiations or discussions. The City also reserves the right to award a contract not necessarily or merely to the Offeror with the most advantageous price. The City intends to award each grouping to the Offeror that demonstrates the best value to the City and the most substantiated ability to fulfill the requirements contained in this Request for Proposal. A contract or contracts prepared by the City will be finalized and/or negotiated with the successful Offeror(s). In the event a contract cannot be negotiated with the top ranked Offeror, the City may enter into negotiations with the second highest ranked Offeror, or the City may decide to call for new proposals. Immediately after the notice of award, the successful Offeror(s) will begin planning in conjunction with the City of Colorado Springs staff (to be designated by the City) to ensure fulfillment of all its obligations. The successful Offeror may be expected to attend regular meetings as required by the City to assist in the preparation for startup.

SECTION IV – RESERVED

SECTION V – EXHIBITS

5.0 EXHIBITS

Exhibit 1	Proposal Certification
Exhibit 2	Sample Contract
Exhibit 3	Exceptions
Exhibit 4	Minimum Insurance Requirements
Exhibit 5	Scope of Work
Exhibit 6	Qualification Statement
Exhibit 7	Evaluation Scoresheet
Exhibit 8	Spring & Fall Turfgrass Fertilizer Application Examples
Exhibit 9	Barricade & Gallery SC Pre-Emergent Labels

EXHIBIT 1 PROPOSAL CERTIFICATION

Check or Mark the space after each number to indicate compliance.

1. _____ Address of Offeror's Principal Place of Business:

Does Offeror have an established office or facility in Colorado Springs?

Yes _____ No _____

If yes, indicate address below if different than Principal Place of Business.

Colorado Springs Facility - Year established _____

Address of Colorado Springs Facility:

Percent of Work to be Performed from Principal Place of Business? _____

Percent of Work to be Performed from Colorado Springs Facility? _____

2. _____ Indicate your ability to provide a certificate of insurance evidencing the required coverage types and limits specified in Minimum Insurance Requirements Exhibit. (The certificate of insurance must reflect the City of Colorado Springs as an Additional Insured, as applicable.)

Indicate your ability to comply with the following requirements:

The City shall be added as an Additional Insured to all liability policies:

Yes _____ No _____

Your property and liability insurance company is licensed to do business in Colorado:

Yes _____ No _____

Provide the name of your property and liability insurance company here:

Name: _____

Your property and liability insurance company has an AM best rating of not less than B+ and/or VII:

Yes _____ No _____

Worker's Compensation Insurance is carried for all employees and covers work done in Colorado.

Yes _____ No _____

3. _____ Provide one (1) copy of current financial statements (if required). Enclose financial information in a separate envelope; do not bind with the other proposal copies. If review of the information is to be restricted to the City's financial officer, it must be marked accordingly.

4. _____ Provide the completed and signed proposal. (Proposals must be identified as specified in this RFP document). All required Exhibits are attached.

By signing below, the Offeror certifies that no person or firm other than the Offeror or as otherwise indicated has any interest whatsoever in this offer or any Contract that may be entered into as a result of this offer and that in all respects the offer is legal and firm, submitted in good faith without collusion or fraud.

Offeror has appointed _____ as the Offeror's representative and contact for all questions or clarifications in regard to this Offeror.

Telephone: (____) _____

Email: _____

The undersigned acknowledges and understands the terms, conditions, Specifications and all Requirements contained and/or referenced and are legally authorized by the Offeror to make the above statements or representations.

(Name of Company)

(Signature)

(Address)

Date

(City, State and Zip)

(Telephone Number)

(Name typed/Printed)

(Title)

(E-Mail Address)

FEDERAL TAX ID # _____

This Company Is: Corporation____ Individual____ Partnership____
LLC_____

Offeror hereby acknowledges receipt of the following amendments, if applicable
Offeror agrees that it is bound by all Amendments identified herein.

AMENDMENT #1_____ DATED:_____

AMENDMENT #2_____ DATED:_____

AMENDMENT #3_____ DATED:_____

Please Note the attached Representations and Certifications must be initialed by
Offeror in the spaces provided and returned with this certification.

REPRESENTATIONS AND CERTIFICATIONS

Exhibit 1 Continued

1. INSURANCE REQUIREMENTS

Offeror shall comply with all insurance requirements and will submit the Insurance Certificates prior to performance start date. If limits are different from the stated amounts, Offeror shall explain variance. Certain endorsements and "additionally insured" statements may require further clarification and specific statements on a project specific basis and should have been described in the Offeror's proposal.

Initials for 1

2. ETHICS VIOLATIONS

- a) The Offeror shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in this clause in its own operations and direct business relationships.
- b) Offeror certifies the Offeror has not violated or caused any person to violate, and shall not violate or cause any person to violate, the City's Code of Ethics contained in Article 3, of Chapter 1 of the City Code and in the City's Procurement Rules and Regulations
- c) When the Offeror has reasonable grounds to believe that a violation described in this clause may have occurred, the Offeror shall promptly report the possible violation to the City Contracts Specialist in writing.
- d) The Offeror must disclose with the signing of this proposal, the name of any officer, director, or agent who is also an employee of the City and any City employee who owns, directly or indirectly, an interest of ten percent (10%) or more in the Offeror's firm or any of its branches.
- e) In addition, the Offeror must report any conflict or apparent conflict, current or discovered during the performance of the Contract, to the City Contracts Specialist.
- f) The Offeror shall not engage in providing gifts, meals or other amenities to City employees. The right of the Offeror to proceed may be terminated by written notice issued by City Contracts Specialist if Offeror offered or gave a gratuity to an officer, official, or employee of the City and intended by the gratuity to obtain a contract or favorable treatment under a contract.
- g) The Offeror shall cooperate fully with the City or any agency investigating a possible violation on behalf of the City. If any violation is determined, the Offeror will properly compensate the City.
- h) The Offeror agrees to incorporate the substance of this clause (after substituting "Contractor" for "Offeror") in all subcontracts under this offer.

Initials for 2

3. COOPERATION WITH OTHER CONTRACTORS

Other City activities/contracts may be in progress or start during the performance of this contract. The Offeror shall coordinate the work harmoniously with the other contractors or City personnel, if applicable.

Initials for 3

4. INTERNET USE

Should the Offeror require access to City Internet resources in the performance of this requirement, a "Contractor's Internet Use Agreement" form must be separately signed by each individual having access to the City Network. The completed Contractor's Internet Use Agreement will be maintained with this agreement. Inappropriate use of the City Network will be grounds for immediate termination of any awarded contact.

Initials for 4

5. LITIGATION

If awarded a contract, Offeror shall notify the City within five (5) calendar days after being served with a summons, complaint, or other pleading in any matter which has been filed in any federal or state court or administrative agency. The Offeror shall deliver copies of such document(s) to the City's Procurement Services Manager. The term "litigation" includes an assignment for the benefit of creditors, and filings of bankruptcy, reorganization and/or foreclosure.

Initials for 5

6. CONTRACTOR'S REGISTRATION INFORMATION

Offeror's firm verifies and states that they are (check all that apply):

- _____ Large Business (i.e. do not qualify as a small business or non-profit)
- _____ Nonprofit
- _____ Small Business
- _____ Minority Owned Business/Small Disadvantaged Business
- _____ Woman Owned Business
- _____ Veteran Owned Business
- _____ Service-Disabled Veteran Owned Business
- _____ HUBZone Business

Note: The City accepts self-certification for these categories in accordance with Small Business Administration (SBA) standards. The SBA size standards are found on the SBA website <https://www.sba.gov/content/am-i-small-business-concern>.

Initials for 6

7. CONTRACTOR PERSONNEL

- a) The Offeror shall appoint one of its key personnel as the "Authorized Representative" who shall have the power and authority to interface with the City and represent the Offeror in all administrative matters concerning this proposal and any awarded contract, including without limitation such administrative matters as correction of problems modifications, and reduction of costs.
- b) The Authorized Representative shall be the person identified in the Offeror's proposal, unless the Offeror provides written notice to the City naming another person to serve as its Authorized Representative. Communications received by the City Contracts Specialist from the Authorized Representative shall be deemed to have been received from the Offeror.

The individual, _____ (Name)

with position, _____ (Title)

Can be reached at

Work telephone number: _____

Home telephone number: _____

Cellular telephone number: _____

E-mail address: _____

Initials for 7

8. OFFEROR'S CERTIFICATION

The undersigned hereby affirms that:

- a) He/She is a duly authorized agent of the Offeror;
- b) He/She has read and agrees to the City's standard terms and conditions attached.
- c) The offer is presented in full compliance with the collusive prohibitions of the City of Colorado Springs. The Offeror certifies that no employee of its firm has discussed, or compared the offer with any other offeror or City employee and has not colluded with any other offeror or City employee.
- d) The Offeror certifies that it has checked all of its figures, and understands that the City will not be responsible for any errors or omissions on the part of the Offeror in preparing its proposal.
- e) By submitting an offer the Offeror certifies that it has complied and will comply with all requirements of local, state, and federal laws, and that no legal requirements have been or will be violated in making or accepting this solicitation.

I hereby certify that I am submitting the proposal based on my company's capabilities to provide quality products and/or services on time.

Initials for 8

9. OFFEROR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS:

1. The Offeror certifies to the best of its knowledge and belief, that (i) the Offeror and/or any of its Principals
 - a. Are (), Are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
 - b. Have (), Have not (), within a three year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, local) contract or subcontract; violation of Federal or state antitrust statutes relation to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, tax evasion, or receiving stolen property; and
 - c. Are (), Are not () presently indicated for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in any paragraphs above.
2. The Offeror shall provide immediate written notice to the City Contracts Specialist if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reasons of changed circumstances.
3. The certification in paragraph 1. above, is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the City, the City Contracts Specialist may terminate the contract resulting from this solicitation for default. Termination for default may result in additional charges being levied for the costs incurred by the City to initiate activities to replace the awarded Contractor.

Initials for 9

10. ACCEPTANCE OF CITY CONTRACTS SPECIALIST'S SOLE AUTHORITY FOR CHANGES

Unless otherwise specified in the Contract, the Offeror hereby agrees that any changes to the scope of work, subsequent to the original contract signing, shall be generated in writing and an approval signature shall be obtained from the City Contracts Specialist prior to additional work performance.

Initials for 10

11. CITY CONTRACTOR SAFETY PROGRAM

The Offeror hereby agrees to adhere to a worker safety program for contractor employees on a City job site or location. By initialing below, the Offeror has reviewed the information and will abide by the City Policy which is available for review:

<https://coloradosprings.gov/finance/page/procurement-regulations-and-documents>

Initials for 11

12. ACCEPTANCE OF CITY ENVIRONMENTALLY PREFERRED PURCHASING (EPP) POLICY

The City of Colorado Springs is committed to buying more environmentally preferable goods and services, as long as they meet performance needs, are available within a reasonable time and at a reasonable cost. The Offeror hereby acknowledges review of this policy by initialing below.

<https://coloradosprings.gov/finance/page/procurement-regulations-and-documents>

Initials for 12

13. FRAUD, WASTE, AND ABUSE

Everyone has a duty to report any suspected unlawful act impacting the City of Colorado Springs operations and its enterprises. Anyone who becomes aware of the existence or apparent existence of fraud, waste, and abuse in City of Colorado Springs is encouraged to report such matters to the City Auditor's Office in writing or on the telephone hotline 385-2387 (ADTR). Written correspondence can be mailed to:

City Auditor
P.O. Box 2241
Colorado Springs CO 80901

Or via email FraudHotline@ColoradoSprings.gov. Any of these mechanisms allow for anonymous reporting. For more information, please go to the website <https://coloradosprings.gov/cityfraud>.

Initials for 13

Name of Company:

Federal Tax ID Number:

DUNS Number:

Principal Place of Business:

Signature of Authorized Representative

Printed Name:

Title:

Date:

EXHIBIT 2 SAMPLE CONTRACT

SERVICES CONTRACT

Contract Number:		Project Name/Title	
Vendor/Contractor			
Contact Name:		Telephone:	
Email Address:			
Address:			
Federal Tax ID #		Please check one:	<input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> Partnership
City Contracting Specialist		City Rep Dept	Name & Phone# & Department Name
NOT TO EXCEED Contract Amount:		City Account #	Acct Code (5) Fund (3) Dept (4) Project (7)
Contract Type:		Period of Performance	

1. INTRODUCTION

THIS TYPE CONTRACT ("Contract") is made and entered into this ____ day of _____, 2022 by and between the City of Colorado Springs, a Colorado municipal corporation and home rule city, in the County of El Paso, State of Colorado, (the "City"), and _____ (the "Contractor").

THE CITY AND THE CONTRACTOR HEREBY AGREE AS FOLLOWS:

The City has heretofore prepared the necessary Contract Documents for the following Activity:

The Contractor did on the ____ day of _____, 2022 submit to the City the Contractor's written offer and proposal to do the work therein described under the terms and conditions therein set forth and furnish all materials, supplies, labor, services, transportation, tools, equipment, and parts for said work in strict conformity with the accompanying Contract Documents, which are attached hereto and incorporated herein by this reference, including the following:

1. This Contract Document
2. Appendix A – Additional Terms and Conditions
3. Appendix B – Contractor's Proposal
4. Appendix C – Statement of Work
5. Appendix D – Project Schedule
6. Appendix E – Insurance Requirements

2. COMPENSATION/CONSIDERATION

If FFP:

THIS FIRM FIXED PRICE CONTRACT is established at firm fixed amount of \$xxxxxxx.

Subject to the terms and conditions of the Contract Documents, Contractor shall provide all materials, supplies, labor, services, transportation, tools, equipment, and parts to perform _____ services for the City of Colorado Springs in a good and workmanlike manner to the satisfaction of the City for the total contract amount designated above and in the Notice of Award, to be paid by the City to the Contractor.

If T&M

Subject to the terms and conditions of the Contract Documents, Contractor shall provide all materials, supplies, labor, services, transportation, tools, equipment, and parts to perform _____ services for the City of Colorado Springs in a good and workmanlike manner to the satisfaction of the City for the estimated price of _____, not to exceed \$_____ ("Not to Exceed estimate"). If the performance of this Contract involves the services of others or the furnishing of equipment, supplies, or materials, the Contractor agrees to pay for the same in full. At the time of payment by the City, the Contractor shall certify in writing that said payments have been so made.

This is a Time and Material (T&M) type contract. The Not to Exceed estimate is in accordance with the Contractor's T&M proposal and rates, as included in the attached proposal, dated XXXXXX. All labor charges shall be in accordance with the T&M rates provided therein. Invoiced hours shall be subject to City review and approval before payable.

The parties estimate that performance of this Contract will not exceed the Not to Exceed estimate. The Contractor shall notify the City Contracts Specialist in writing whenever it has reason to believe that the costs the Contractor expects to incur under this Contract in the following 60 days, when added to all costs previously incurred, will exceed 75 percent of the estimated cost specified herein; or the total cost for the performance of this Contract will be either greater or substantially less than had been previously estimated. As part of the notification, the Contractor shall provide the Contracts Specialist a revised estimate of the total cost of performing this Contract.

The City is not liable for any costs above the Not to Exceed estimate, and the Contractor is not obligated to continue performance under this Contract (including actions under the Termination clause of this Contract) or otherwise incur costs in excess of the Not to Exceed estimate specified herein, until the City Contracts Specialist

Notifies the Contractor in writing that the estimated cost has been increased and provides a revised estimated total not to exceed price of performing this Contract.

3. TERM OF CONTRACT

It is further agreed that the Contractor will start work promptly and continue to work diligently until completed. The Contract Period of Performance shall be as follows:

<u>Performance Period</u>	<u>Dates</u>	<u>Price</u>
---------------------------	--------------	--------------

Base Year:

Option Year One:

Option Year Two:

Option Year Three:

Option Year Four:

Option years may be exercised unilaterally by the City at the City's sole discretion. Pricing for option years shall be as indicated above. The City may elect not to exercise an option at any time before start of an option at no additional cost to the City. Further, the City shall have the unilateral option of extending services beyond the term of the Contract, including all options, for a period not to exceed a total of six (6) months if additional time is necessary to solicit and award a new Contract. Options to extend services shall be exercised upon written notification (mailed or otherwise furnished) to the Contractor at least fifteen (15) days prior to the expiration date of the Contract, or to extend Contract for up to four additional one year option periods at the City's sole discretion.

The total value of this Contract for all years shall not exceed \$XXXXXXX. The value and current funding is \$XXXXXXX for the base year.

OR

Contractor will start work promptly after the Notice to Proceed and continue to work diligently until completed. The Contractor shall complete all work on an as ordered basis throughout the Contract period which is _____ Calendar Days after the Notice-to-Proceed ("Period of Performance") as per the specifications and drawings. The Contractor shall provide a two-year guarantee on all work performed under this Contract after the job has been completed and accepted.

4. INSURANCE

The Contractor shall provide and maintain acceptable Insurance Policy(s) consistent with the Minimum Insurance Requirements attached as Appendix E, which includes Property, Liability and Professional Errors and Omissions coverage, and as otherwise listed in Appendix E. The City of Colorado Springs shall be reflected as an additional insured on the Property and Liability policy(s).

Further, Contractor understands and agrees that Contractor shall have no right of coverage under any existing or future City comprehensive, self, or personal injury policies. Contractor shall provide insurance coverage for and on behalf of Contract that will

sufficiently protect Contractor, or Contractor's agents, employees, servants or other personnel, in connection with the services which are to be provided by Contractor pursuant to this Contract, including protection from claims for bodily injury, death, property damage, and lost income. Contractor shall provide worker's compensation insurance coverage for Contractor and all Contractor personnel. Contractor shall file applicable insurance certificates with the City and shall also provide additional insurance as indicated in this Contract. ***A CURRENT CERTIFICATE OF INSURANCE IS REQUIRED PRIOR TO COMMENCEMENT OF SERVICES LISTING THE CITY AS ADDITIONALLY INSURED.***

5. RESPONSIBILITY OF THE CONTRACTOR

- A. The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all Scope of Work services furnished by the Contractor under this Contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in services provided under this Contract to the satisfaction of the City.
- B. The City's review, approval of, acceptance of, or payment for the services required under this Contract shall not be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to the City for any and all damages to the City caused by the Contractor's negligent performance of any of the services furnished under this Contract.
- C. The rights and remedies of the City provided for under this Contract are in addition to any other rights and remedies provided by law.
- D. If the Contractor is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

6. WORK OVERSIGHT

- A. The extent and character of the work to be done by the Contractor shall be subject to the general approval of the City's delegated Project Manager.
- B. If any of the work or services being performed does not conform with Contract requirements, the City may require the Contractor to perform the work or services again in conformity with Contract requirements, at no increase in Contract amount. When defects in work or services cannot be corrected by re-performance, the City may (1) require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements and (2) reduce the Contract price to reflect the reduced value of the work or services performed.
- C. If the Contractor fails to promptly perform the defective work or services again or to take the necessary action to ensure future performance is in conformity with Contract

requirements, the City may (1) by Contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such work or service or (2) terminate the Contract for breach of contract.

7. SUBCONTRACTORS, ASSOCIATES, AND OTHER CONTRACTORS

- A. Any subcontractor, outside associates, or other contractors used by the Contractor in connection with Contractor's work under this Contract shall be limited to individuals or firms that are specifically identified by the Contractor in the Contractor's proposal and agreed to by the City. The Contractor shall obtain the City's Project Manager's written consent before making any substitution of these subcontractors, associates, or other contractors.
- B. The Contractor shall include a flow down clause in all of its subcontracts, agreements with outside associates, and agreements with other contractors. The flow down clause shall cause all of the terms and conditions of this Contract, including all of the applicable parts of the Contract Documents, to be incorporated into all subcontracts, agreements with outside associates, and agreements with other contractors. The flow down clause shall provide clearly that there is no privity of contract between the City and the Contractor's subcontractors, outside associates, and other contractors.

8. KEY PERSONNEL

The key personnel listed in the proposal and/or below will be the individuals used in the performance of the work. If any of the listed key personnel leave employment or are otherwise not utilized in the performance of the work, approval to substitute must be obtained by the Contractor from the City's Project Manager. Any substitute shall have the same or a higher standard of qualifications that the key personnel possessed at the time of Contract award.

9. START AND CONTINUANCE OF WORK

It is further agreed that the Contractor will start work promptly and continue to work diligently until this Contract is completed.

10. APPROPRIATION OF FUNDS

This Contract is expressly made subject to the limitations of the Colorado Constitution and Section 7-60 of the Charter of the City of Colorado Springs. Nothing herein shall constitute, nor be deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by the City Council of Colorado Springs, contrary to Article X, § 20, Colo. Const., or any other constitutional, statutory, or charter debt limitation. Notwithstanding any other provision of this Contract, with respect to any financial obligation of the City which may arise under this Agreement in any fiscal year after the year of execution, in the event the budget or other means of appropriation

for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure (i) shall act to terminate this Contract at such time as the then-existing and available appropriations are depleted, and (ii) neither such failure nor termination shall constitute a default or breach of this Contract, including any sub-agreement, attachment, schedule, or exhibit thereto, by the City. As used herein, the term "appropriation" shall mean and include the due adoption of an appropriation ordinance and budget and the approval of a Budget Detail Report (Resource Allocations) which contains an allocation of sufficient funds for the performance of fiscal obligations arising under this Contract.

11. CHANGES

The Contractor and the City agree and acknowledge as a part of this Contract that no change order or other form or order or directive may be issued by the City which requires additional compensable work to be performed, which work causes the aggregate amount payable under the Contract to exceed the amount appropriated for this Contract as listed above, unless the Contractor has been given a written assurance by the City that lawful appropriations to cover the costs of the additional work have been made or unless such work is covered under a remedy-granting provision of this Contract. The Contractor and the City further agree and acknowledge as a part of this Contract that no change order or other form or order or directive which requires additional compensable work to be performed under this Contract shall be issued by the City unless funds are available to pay such additional costs, and, regardless of any remedy-granting provision included within this Contract, the Contractor shall not be entitled to any additional compensation for any change which increases or decreases the Contract completion date, or for any additional compensable work performed under this Contract, and expressly waives any rights to additional compensation, whether by law or equity, unless, prior to commencing the additional work, the Contractor is given a written change order describing the change in Contract completion date or the additional compensable work to be performed, and setting forth the amount of compensation to be paid, and such change order is signed by the authorized City representative, as defined below. The amount of compensation to be paid, if any, shall be deemed to cover any and all additional, direct, indirect or other cost or expense or profit of the Contractor whatsoever. It is the Contractor's sole responsibility to know, determine, and ascertain the authority of the City representative signing any change order under this Contract.

No change, amendment, or modification to this Contract shall be valid unless duly approved and issued in writing by the City of Colorado Springs Procurement Services Division. The City shall not be liable for any costs incurred by the Contractor resulting from work performed for changes not issued in writing by the City of Colorado Springs Procurement Services Division.

The following personnel are authorized to sign changes, amendments, or modifications to this Contract.

The Project Manager: Changes up to \$14,999.99

The City of Colorado Springs Chief of Staff: Changes up to \$499,999.99

The Mayor of the City of Colorado Springs: Unlimited

12. ASSIGNMENT

No assignment or transfer by the Contractor of this Contract or any part thereof or of the funds to be received thereunder by the Contractor will be recognized unless such assignment has had the prior written approval of the City and the surety has been given due notice of such assignment. Such written approval by the City shall not relieve the Contractor of the obligations under the terms of this Contract. In addition to the usual recitals in assignment contracts, the following language must be included in the assignment:

It is agreed that the funds to be paid to the assignee under this assignment are subject to a prior lien for services rendered or materials supplied for the performance of the work called for in said contract in favor of all persons, firms, or corporations rendering such services or supplying such materials.

13. CHOICE OF LAW

This Contract is subject to and shall be interpreted under the law of the State of Colorado, and the Charter, City Code, Ordinances, Rules and Regulations of the City of Colorado Springs, Colorado, a Colorado home rule city. Court venue and jurisdiction shall be exclusively in the Colorado District Court for El Paso County, Colorado. The Parties agree that the place of performance for this Contract is deemed to be in the City of Colorado Springs, El Paso County, State of Colorado. The Contractor shall ensure that the Contractor and the Contractor's employees, agents, officers and subcontractors are familiar with, and comply with, applicable Federal, State, and Local laws and regulations as now written or hereafter amended.

14. WORKERS' COMPENSATION INSURANCE

Contractor shall take out and maintain during the Period of Performance, Colorado Worker's Compensation Insurance for the Contractor and all employees of the Contractor. If any service is sublet by the Contractor, the Contractor shall require the subcontractor to provide the same coverage for the subcontractor and subcontractor's employees. Workers' Compensation Insurance shall include occupational disease provisions covering any obligations of the Contractor in accord with the provisions of the Workers' Compensation Act of Colorado.

15. INDEMNIFICATION

Contractor agrees that the Contractor shall indemnify, defend and hold harmless the City, its officers, employees and agents, from and against any and all loss, damage, injuries, claims, cause or causes of action, or any liability whatsoever resulting from, or arising out of, or in connection with the Contractor's obligations or actions under this Contract caused by any willful or negligent error, omission or act or a failure to observe any applicable

standard of care by the Contractor or any person employed by it or anyone for whose acts the Contractor is legally liable. In consideration of the award of this Contract, to the extent damages are covered by insurance, the Contractor agrees to waive all rights of subrogation against the City, its subsidiary, parent, associated and/or affiliated entities, successors, or assigns, its elected officials, trustees, employees, agents, and volunteers for losses arising from the work performed by the Contractor for the City. The indemnification obligation shall survive the expiration or termination of this Contract

16. INDEPENDENT CONTRACTOR

In the performance of the Contractor's obligations under this Contract, it is understood, acknowledged and agreed between the parties that the Contractor is at all times acting and performing as an independent contractor, and the City shall neither have nor exercise any control or direction over the manner and means by which the Contractor performs the Contractor's obligations under this Contract, except as otherwise stated within the Contract terms. The City shall not provide any direction to the Contractor on the work necessary to complete the project. Contractor understands that it is an independent contractor responsible for knowing how to perform all work or tasks necessary to complete project. The Contractor understands and agrees that the Contractor and the Contractor's employees, agents, servants, or other personnel are not City employees. The Contractor shall be solely responsible for payment of salaries, wages, payroll taxes, unemployment benefits or any other form of compensation or benefit to the Contractor or any of the Contractor's employees, agents, servants or other personnel performing services or work under this Contract, whether it is of a direct or indirect nature. Further in that regard, it is expressly understood and agreed that for such purposes neither the Contractor nor the Contractor's employees, agents, servants or other personnel shall be entitled to any City payroll, insurance, unemployment, worker's compensation, retirement or any other benefits whatsoever.

17. APPLICABLE LAW AND LICENSES

In the conduct of the services or work contemplated in this Contract, the Contractor shall ensure that the Contractor and all subcontractors comply with all applicable state, federal and City and local law, rules and regulations, technical standards or specifications. The Contractor shall qualify for and obtain any required licenses prior to commencement of work.

18. PRIOR AGREEMENTS

This is a completely integrated Contract and contains the entire agreement between the parties. Any prior written or oral agreements or representations regarding this Contract shall be of no effect and shall not be binding on the City. This Contract may only be amended in writing, and executed by duly authorized representatives of the parties hereto.

19. INTELLECTUAL PROPERTY

The Parties hereby agree, and acknowledge, that all products, items writings, designs, models, examples, or other work product of the Contractor produced pursuant to this Contract are works made for hire, and that the City owns, has, and possesses any and all ownership rights and interests to any work products of the Contractor made under this Contract, including any and all copyright, trademark, or patent rights, and that compensation to the Contractor for Agreement and acknowledgment of this intellectual property right section of this Contract is included in any compensation or price whatsoever paid to the Contractor under this Contract. It is the intent of the parties that the City shall have full ownership and control of the Contractor's work products produced pursuant to this Contract, and the Contractor specifically waives and assigns to the City all rights which Contractor may have under the 1990 Visual Artists Rights Act, federal, and state law, as now written or later amended or provided. In the event any products, items writings, designs, models, examples, or other work product produced pursuant to this Contract is deemed by a court of competent jurisdiction not to be a work for hire under federal copyright laws, this intellectual property rights provision shall act as an irrevocable assignment to the City by the Contractor of any and all copyrights, trademark rights, or patent rights in the Contractor's products, items writings, designs, models, examples, or other work product produced pursuant to this Contract, including all rights in perpetuity. Under this irrevocable assignment, the Contractor hereby assigns to the City the sole and exclusive right, title, and interest in and to the Contractor's products, items writings, designs, models, examples, or other work product produced pursuant to this Contract, without further consideration, and agrees to assist the City in registering and from time to time enforcing all copyrights and other rights and protections relating to the Contractor's products, items writings, designs, models, examples, or other work product in any and all countries. It is the Contractor's specific intent to assign all right, title, and interest whatsoever in any and all copyright rights in the Contractor's products, items writings, designs, models, examples, or other work product produced pursuant to this Contract, in any media and for any purpose, including all rights of renewal and extension, to the City. To that end, the Contractor agrees to execute and deliver all necessary documents requested by the City in connection therewith and appoints the City as Contractor's agent and attorney-in-fact to act for and in Contractor's behalf and stead to execute, register, and file any such applications, and to do all other lawfully permitted acts to further the registration, prosecution, issuance, renewals, and extensions of copyrights or other protections with the same legal force and effect as if executed by the Contractor; further, the parties expressly agree that the provisions of this intellectual property rights section shall be binding upon the parties and their heirs, legal representatives, successors, and assigns.

20. WAIVERS

No waiver of default by the City of any of the terms, covenants, and conditions hereof to be performed, kept, and observed by the Contractor shall be construed, or shall operate, as a waiver of any subsequent default of any of the terms, covenants, or conditions herein contained to be performed, kept, and observed by the Contractor.

21. THIRD PARTIES

It is expressly understood and agreed that enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties hereto, and nothing contained in this Contract shall give or allow any such claim or right of action by any other or third person or entity on such Contract. It is the express intention of the Parties hereto that any person or entity, other than the Parties to this Contract, receiving services or benefits under this Contract shall be deemed to be incidental beneficiaries only.

22. TERMINATION

A. Termination for Convenience.

By signing this Contract, Contractor represents that it is a sophisticated business and enters into the Contract voluntarily, has calculated all business risks associated with this Contract, and understands and assumes all risks of being terminated for convenience, whether such risks are known or not known. Contractor agrees that the City may terminate this Contract at any time for convenience of the City, upon written notice to the Contractor. Contractor expressly agrees to and assumes the risk that the City shall not be liable for any costs or fees of whatsoever kind and nature if termination for convenience occurs before Contractor begins any work or portion of the work. Contractor further expressly agrees and assumes the risks that the City shall not be liable for any unperformed work, anticipated profits, overhead, mobilizations costs, set-up, demobilization costs, relocation costs of employees, layoffs or severance costs, administrative costs, productivity costs, losses on disposal of equipment or materials, cost associated with the termination of subcontractors, costs associated with purchase orders or purchases, or any other costs or fees of any kind and nature, if Contractor has started or performed portions of the Contract prior to receiving notice from the City. The City shall be liable only for the portions of work Contractor actually satisfactorily completed up to the point of the issuance of the Notice of Termination for convenience. Upon receipt of this notice the Contractor shall immediately: discontinue all services affected (unless the notice directs otherwise), and deliver to the City all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Contract, whether completed or in process.

B. Termination for Cause: The occurrence of any one or more of the following events ("Event of Default") will justify termination for cause:

- i. Contractor's failure to perform the work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule as adjusted from time to time.
- ii. Contractor's disregard of the laws or regulations of any public body having jurisdiction.
- iii. Contractor's disregard of the authority of Project Manager.

- iv. Contractor's violation in any material provision of the Contract Documents.
- v. Contractor's failure to make prompt payments to its subcontractors, and suppliers of any tier, or laborers or any person working on the work by, through, or under the Contractor or any of them, any all of their employees, officers, servants, members, and agents.
- vi. Contractor files a petition commencing a voluntary case under the U.S. Bankruptcy Code, or for liquidation, reorganization, or an arrangement pursuant to any other U.S. or state bankruptcy Laws, or shall be adjudicated a debtor or be declared bankrupt or insolvent under the U.S. Bankruptcy Code, or any other federal or state laws relating to bankruptcy, insolvency, winding-up, or adjustment of debts, or makes a general assignment for the benefit of creditors, or admits in writing its inability to pay its debts generally as they become due, or if a petition commencing an involuntary case under the U.S. Bankruptcy Code or an answer proposing the adjudication of Contractor as a debtor or bankrupt or proposing its liquidation or reorganization pursuant to the Bankruptcy Code or any other U.S. federal or state bankruptcy laws is filed in any court and Contractor consents to or acquiesces in the filing of that pleading or the petition or answer is not discharged or denied within sixty (60) Calendar Days after it is filed.
- vii. A custodian, receiver, trustee or liquidator of Contractor, all or substantially all of the assets or business of Contractor, or of Contractor's interest in the Work or the Contract, is appointed in any proceeding brought against Contractor and not discharged within sixty (60) Calendar Days after that appointment, or if Contractor shall consent to or acquiesces in that appointment.
- viii. Contractor fails to commence correction of defective work or fails to correct defective work within a reasonable period of time after written notice.

If one or more of the events identified in Paragraphs i-viii above occur, City may give Contractor written notice of the event and direct the event be cured. Any such Notice to Cure will provide Contractor a minimum of ten (10) calendar days to prepare and submit to the Project Manager a plan to correct the Event of Default. If such plan to correct the Event of Default is not submitted to the Project Manager within ten (10) days after the date of the written notice or such plan is unacceptable to the City, the City may, give Contractor (and the Surety, if any) written notice that Contractor's services are being terminated for cause. Upon delivery of the termination notice, City may terminate the services of Contractor in whole or in part, exclude Contractor from the site, and take possession of the work and of all Contractor's tools, appliances, equipment, and machinery at the project site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion), incorporate in the work all materials and equipment stored at the site or for which City has paid Contractor but which are stored elsewhere, and finish the work as City may deem expedient. In such case, Contractor shall not be entitled to receive any further payment until Certificate of Completion of the work. In the event City terminates this Contract for Cause and the cost of completing the work exceeds the unpaid balance of the Contract price, Contractor shall pay City for any costs of completion which exceed the Contract price when combined with all amounts previously paid to Contractor. When exercising any rights or remedies under this paragraph City shall not be required to obtain the lowest price for the work performed.

Should the cost of such completion, including all proper charges, be less than the original Contract price, the amount so saved shall accrue to the City. Neither the City nor any officer, agent or employee of the City shall be in any way liable or accountable to the Contractor or the Surety for the method by which the completion of the said work, or any portion thereof, may be accomplished or for the price paid.

Where Contractor's services have been so terminated by City, the termination will not affect any rights or remedies of City against Contractor or Surety then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by City will not release Contractor from liability.

- C. Termination Notice. Upon receipt of a termination notice, whether for convenience or cause, the Contractor shall immediately: discontinue all services affected (unless the notice directs otherwise), and deliver to the City all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Contract, whether completed or in process.
- D. Removal of Equipment. Except as provided above, in the case of termination of this Contract before completion from any cause whatever, the Contractor, if notified to do so by the City, shall promptly remove any part or all of Contractor's equipment and supplies from the property of the City, failing which the City shall have the right to remove such equipment and supplies at the expense of the Contractor.

23. BOOKS OF ACCOUNT AND AUDITING

The Contractor shall make available to the City if requested, true and complete records, which support billing statements, reports, performance indices, and all other related documentation. The City's authorized representatives shall have access during reasonable hours to all records, which are deemed appropriate to auditing billing statements, reports, performance indices, and all other related documentation. The Contractor agrees that it will keep and preserve for at least seven years all documents related to the Contract which are routinely prepared, collected or compiled by the Contractor during the performance of this Contract.

The City's Auditor and the Auditor's authorized representatives shall have the right at any time to audit all of the related documentation. The Contractor shall make all documentation available for examination at the Auditor's request at either the Auditor's or Contractor's offices, and without expense to the City.

24. COMPLIANCE WITH IMMIGRATION REFORM AND CONTROL ACT OF 1986

Contractor certifies that Contractor has complied with the United States Immigration Reform and Control Act of 1986. All persons employed by Contractor for performance of this Contract have completed and signed Form I-9 verifying their identities and authorization for employment.

25. LABOR

The Contractor shall employ only competent and skilled workmen and foremen in the conduct of work on this Contract. The Contractor shall at all times enforce strict discipline and good order among Contractor's employees. The Project Manager shall have the authority to order the removal from the work of any person, including Contractor's or any subcontractor's employees, who refuses or neglects to observe any of the provisions of these Plans or Specifications, or who is incompetent, abusive, threatening, or disorderly in conduct and any such person shall not again be employed on the Project.

In no event shall the City be responsible for overtime pay.

26. GRATUITIES

- A. This Contract may be terminated if the Mayor, the Mayor's designee, and/or the Procurement Services Manager determine, in their sole discretion, that the Contractor or any officer, employee, agent, or other representative whatsoever, of the Contractor offered or gave a gift or hospitality to a City officer, employee, agent or Contractor for the purpose of influencing any decision to grant a City contract or to obtain favorable treatment under any City contract.
- B. The terms "hospitality" and "gift" include, but are not limited to, any payment, subscription, advance, forbearance, acceptance, rendering or deposit of money, services, or anything of value given or offered, including but not limited to food, lodging, transportation, recreation or entertainment, token or award.
- C. Contract termination under this provision shall constitute a breach of contract by the Contractor, and the Contractor shall be liable to the City for all costs of reletting the contract or completion of the project. Further, if the Contractor is terminated under this provision, or violates this provision but is not terminated, the Contractor shall be subject to debarment under the City's Procurement Regulations. The rights and remedies of the City provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

27. NON-DISCRIMINATION

- A. In accord with section 24-34-402, C.R.S., Title VII of the Civil Rights Act of 1964, Americans with Disabilities Act of 1990 as amended, all applicable federal and state laws, the Contractor will not discriminate against any employee or applicant for employment because of disability, race, creed, color, sex, sexual orientation, gender identity, gender expression, religion, age, national origin, or ancestry.
- B. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- C. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to disability, race, creed, color, sex, sexual orientation, gender identity, gender expression, religion, age, national origin, or ancestry.

28. ORDER OF PRECEDENCE

Any inconsistency in this Contract shall be resolved by giving precedence in the following order:

- A. This Contract document with its terms and conditions
- B. The Statement of Work
- C. Other Appendices, Attachments, Exhibits, or Schedules

29. HEADINGS

The section headings contained in this Contract are for reference purposes only and shall not affect the meaning or interpretation of this Contract.

30. DISPUTES

- A. All administrative and contractual disputes arising from or related to this Contract shall be addressed in the following manner:
 - i. If either Party disputes or disagrees with a Contract term or the other Party's interpretation of a Contract term or has any other administrative or contractual dispute not addressed in the Unanticipated Circumstances provisions, such Party shall promptly give the other Party written notice of said dispute.
 - ii. The Parties shall hold a meeting as soon as reasonably possible, but in no event later than thirty (30) calendar days from the initial written notice of the dispute, attended by persons with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute; provided, however, that no such meeting shall be deemed to vitiate or reduce the obligations and liabilities of the Parties or be deemed a waiver by a Party of any remedies to which such Party would otherwise be entitled unless otherwise agreed to by the Parties in writing.
 - iii. If, within thirty (30) calendar days after such meeting, the Parties have not succeeded in negotiating a resolution of the dispute, they agree to submit the dispute to non-binding mediation and to bear equally the costs of the mediation.
 - iv. The Parties will jointly appoint a mutually acceptable mediator. If they fail to do so within twenty (20) calendar days from the conclusion of the negotiation period, they shall each select a mediator. The two mediators will then appoint a third mediator who shall conduct mediation for the Parties as the sole mediator.
 - v. The Parties agree to participate in good faith in the mediation and negotiations for a period of thirty (30) calendar days. The substantive and procedural law of the State of Colorado shall apply to the proceedings. If the Parties are not successful in resolving the dispute through mediation, then the Parties shall be free to pursue any other remedy afforded by the laws of the State of Colorado.
 - vi. Until final resolution of any dispute hereunder, the Contractor shall diligently proceed with the performance of this Contract as directed by the City. For purposes of this Contract, termination for convenience shall not be deemed a dispute. The City of Colorado Springs and the Contractor agree to notify each other in a timely

manner of any claim, dispute, or cause of action arising from or related to this Contract, and to negotiate in good faith to resolve any such claim, dispute, or cause of action. To the extent that such negotiations fail, the City of Colorado Springs and the Contractor agree that any lawsuit or cause of action that arises from or is related to this Contract shall be filed with and litigated only by the Colorado District Court for El Paso County, CO.

31. DELIVERY

The City may cancel this Contract or any portion thereof if delivery is not made when and as specified, time being of the essence in this Contract. Contractor shall pay the City for any loss or damage sustained by the City because of failure to perform in accordance with this Contract.

32. PAYMENTS

All invoices shall be sent to the Project Manager identified in this Contract.

The City will pay the Contractor, upon submission of proper invoices, the prices stipulated in the Contract for services rendered and accepted, less any deductions provided in this Contract within 30 days (Net 30). The City will not pay late fees or interest. Any discount payment terms offered on the invoice may be taken by the City.

Each invoice must contain at least the following information:

Contract number, issued purchase order number, invoice number, invoice date, timeframe covered by invoice, type and amount of labor and materials used for that time period, dollar amount in unit price, extended price, and total value of invoice.

If T&M

The City will make payments for services on a monthly basis for services performed during the previous month in accordance with this Contract. All labor Invoices shall include labor categories, rates, hours worked, and total amounts per category. All labor categories and rates charged must be included in this Contract. No other categories or rates will be allowed or payable. All labor invoices are subject to City approval.

Materials will be payable on a reimbursable basis with no additional profit, fee, overhead, handling, or General and Administrative (G&A) costs. All costs for materials shall be approved by the City Contracts Specialist before the costs are incurred and payable.

The City will pay the Contractor, upon submission of proper invoices, the prices stipulated in the Contract for services rendered and accepted, less any deductions provided in this Contract within 30 days (Net 30). The City will not pay late fees or interest. Any discount payment terms offered on the invoice may be taken by the City.

33. INSPECTION OF SERVICES

The Contractor is responsible for performing or having performed all inspections and tests necessary to substantiate that the services furnished under this Contract conform to Contract requirements, including any applicable technical requirements for specified manufacturers' parts. This clause takes precedence over any City inspection and testing required in the Contract's specifications, except for specialized inspections or tests specified to be performed solely by the City.

- A. Definition of "services", as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City during Contract performance and for as long afterwards as the Contract requires.
- C. The City has the right to inspect and test all services called for by the Contract, to the extent practicable at all times and places during the term of the Contract. The City will perform inspections and tests in a manner that will not unduly delay the work.
- D. If the City performs inspections or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in Contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

34. SECURITY

The City maintains security requirements regarding access to City buildings and other City workplaces and worksites on City property. All Contractor personnel accessing City buildings, workplaces, or worksites, may be required to produce a valid, Government issued picture identification. Contractor personnel lacking such identification may not be allowed access to such sites. No costs incurred by the Contractor due to City security requirements shall be allowable or payable under this Contract.

35. TIME IS OF THE ESSENCE

In as much as the Contract concerns a needed or required service, the terms, conditions, and provisions of the Contract relating to the time of performance and completion of work are of the essence of this Contract. The Contractor shall begin work on the day specified and shall prosecute the work diligently so as to assure completion of the work within the number of calendar days or date specified, or the date to which the time for completion may have been extended.

36.EMPLOYMENT OF LABOR

The Contractor shall comply with, and defend and hold the City harmless from any violation of all laws and lawful rules and regulations, both of the State of Colorado and of the United States, relating to Workmen's Compensation, unemployment compensation, Social Security, payment for overtime, and all other expenses and conditions of employment under this Contract.

37.SALES TAX

The Contractor must have a tax-exemption certificate from the Colorado Department of Revenue for this project. The certificate does not apply to City of Colorado Springs Sales and Use Tax which shall be applicable. The tax exempt project number and the exemption certificate only applies to County, PPRTA (Pikes Peak Rural Transportation Authority), and State taxes when purchasing construction and building materials **to be incorporated into this project**.

Furthermore, the exemption **does not** include or apply to the purchase or rental of equipment, supplies or materials that **do not become a part of the completed project or structure**. Such purchases and rentals are subject to full applicable taxation.

All contracts with subcontractors must include the City of Colorado Springs Sales and Use Tax on the work covered by the Contract, and other taxes as applicable.

Note: For all equipment, materials and supplies incorporated into the work purchased from vendors or suppliers not licensed to collect City Sales Tax (i.e. out of state suppliers, etc.), City Use Tax is due and payable to the City. The Contractor shall execute and deliver, and shall cause the Contractor's subcontractors to execute and deliver to the City Sales Tax Office, ST 16 forms listing all said equipment, materials and supplies and the corresponding use tax due, along with payment for said taxes. Any outstanding taxes due may be withheld from the final payment due the Contractor and may result in suspension of Contractor from bidding on City projects.

Forms and instructions can be downloaded at <https://coloradosprings.gov/sales-tax/page/sales-tax-information>. Questions can be directed to the City Sales Tax Division at (719) 385-5903 or SalesTax@coloradosprings.gov.

Our Registration Numbers are as follows:

City of Colorado Springs

Federal I.D.: 84-6000573

Federal Excise: A-138557

State Sales Tax: 98-03479

The Contractor's payment or exemption of State of Colorado, El Paso County and City Sales and Use Taxes shall be as specified herein.

38. SEVERABILITY

If any terms, conditions, or provisions of this Contract shall be held unconstitutional, illegal, or void, such finding shall not affect any other terms, conditions, or provisions of this Contract.

39. LIABILITY OF CITY EMPLOYEES

All authorized representatives of the City are acting solely as agents and representatives of the City when carrying out and exercising the power or authority granted to them under the Contract. There shall not be any liability on them either personally or as employees of the City.

40. USE OF CITY NAME OR LOGO

Except as otherwise provided in this Contract, the Contractor shall not refer to this Contract or the City of Colorado Springs in any advertising or promotions in such a manner as to state or imply that the product or service provided is endorsed or preferred by the City of Colorado Springs, its employees, or its Departments, or is considered by these entities to be superior to other products or services. Any use of the name or logo of the City of Colorado Springs in advertising or promotions must be approved in writing by the City of Colorado Springs Contracts Specialist assigned to the Contract prior to such use.

41. TRAVEL

If travel expenses are included as a line item in this Contract, all travel expenses incurred and billable by the Contractor are subject to City approval. Air travel shall be limited to the round trip "economy coach" fare. Travel from the Colorado Springs Airport is encouraged. Unless there are extenuating circumstances, the Contractor should take advantage of lower fares by purchasing tickets more than 14 days in advance of travel. In-state travel by air must be more economical than travel by private vehicle. Use of a private vehicle may be reimbursed per mile at the current rate published by the IRS annually. Short-term parking, long-term parking or cab fare associated with airport departure and arrival may be allowable expenses. Valet parking will not be allowed unless it is the least expensive or only option. Car rental rates may be reimbursed for car rentals no greater than the intermediate or standard classification. The City will not reimburse any other travel methods or expenses. The City will pay for lodging, meals, and miscellaneous expenses on a per diem basis only, in accordance with the current per diem rates published by the IRS annually. The City will not pay for Contractor expenses exceeding the per diem rates. Receipts for all reimbursable expenses must be provided with the Contractor's invoice.

42. ELECTRONIC SIGNATURES

This Agreement and all other documents contemplated hereunder may be executed using electronic signatures with delivery via facsimile transmission, by scanning and transmission of electronic files in Portable Document Format (PDF) or other readily available file format, or by copy transmitted via email, or by other electronic means and in one or more counterparts, each of which shall be (i) an original, and all of which taken together shall constitute one and the same agreement, (ii) a valid and binding agreement and fully admissible under state and federal rules of evidence and (iii) enforceable in accordance with its terms.

43. APPENDICES

The following Appendices are made a part of this Agreement:

1. Appendix A – Additional Terms and Conditions
2. Appendix B – Contractor's Proposal,
3. Appendix C – Statement of Work.
4. Appendix D – Project Schedule
5. Appendix E – Insurance Requirements

CONTRACT SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have caused these presents to be executed on the day and the year first above written.

This Contract is executed in one (1) original copy.

THE CITY OF COLORADO SPRINGS, COLORADO:

SECOND PARTY:
SAMPLE CONTRACT ONLY
Corporate Name
Signature Date
Title

EXHIBIT 3 EXCEPTIONS

Print the words "no exceptions"(here)_____ if there are no exceptions taken to any of the terms, conditions, or specifications of these proposal documents or contract.

If there are exceptions taken to any of the terms, conditions, or specifications of the proposal document or contract, they must be clearly stated on a separate sheet of paper attached to this sheet and returned with your proposal.

Note: All potential Offerors are hereby advised that exceptions taken may be considered during the evaluation phase which may affect the final scoring of proposals. Offerors stipulating that the City must use their contract or agreement may be determined non-responsive and their Proposal determined unacceptable.

Company Name: _____

Address: _____
(City, State and Zip Code)

Authorized Signature: _____

Date: _____

Printed Name/Title: _____

Return this form with your Proposal.

EXHIBIT 4 MINIMUM INSURANCE REQUIREMENTS

The following listed minimum insurance requirements shall be carried by all contractors and consultants unless otherwise specified in the City's solicitation package, Special Provisions or Standard Specifications.

1. X Commercial General Liability for limits not less than \$1,000,000 combined single limit for bodily injury and property damage for each occurrence. Coverage shall include blanket contractual, broad form property damage, products and completed operations.

Workers' Compensation and Employers Liability as required by statute. Workers' Compensation and Employers Liability coverage is to be carried for

2. X a minimum limit of \$1,000,000.

3. X Automobile Liability covering any auto (including owned, hired, and non-owned autos) with a minimum of \$1,000,000 each accident combined single limit.

Except for workers' compensation and employer's liability insurance, the **City of Colorado Springs must be named as an additional insured**. Certificates of Insurance must be submitted before commencing the work and provide 30 days' notice prior to any cancellation, non-renewal, or material changes to policies required under the contract.

All coverage furnished by contractor is primary, and any insurance held by the City of Colorado Springs is excess and non-contributory.

The undersigned certifies and agrees to carry and maintain the insurance requirements indicated above throughout the contract Period of Performance.

(Name of Company)

(Signature)

(Date)

EXHIBIT 5 – SCOPE OF WORK FOR DOWNTOWN MEDIAN MAINTENANCE

PERIOD OF PERFORMANCE: MARCH 1 – NOVEMBER 30

TURFGRASS MAINTENANCE

TURFGRASS MOWING/TRIMMING/CLIPPING REMOVAL

- Turfgrass mowing shall begin during the week of May 1st and continue until approximately October 31st.
- Mowing and trimming of turfgrass areas shall be completed no less than once every seven calendar days at a height between 3-4”.
- Trash and/or accumulated debris shall be removed and disposed of properly prior to and if necessary, after all mowing operations.
- All mowing equipment is to be equipped with sharp blades so as not to tear, but cleanly cut the blades of grass.
- Upon completion of each mowing the area shall be free of clumped grass and tire tracks or ruts left by the equipment. Turf shall be cut in a professional manner so as not to scalp or leave areas of uncut grass.
- The mowing direction shall be alternated each week to promote healthy turf.
- All mowing operations shall take place on weekdays, between 7 AM and 5PM, and shall not interfere with any scheduled activities or park users. Unanticipated events or circumstances may impact the ability for mowing to occur during the Monday to Friday window. Mowing may occur on weekends only with the approval of the District Supervisor. All mowing schedules shall be presented to and approved by the District Supervisor prior to the commencement of work. All changes to the submitted and approved mowing schedule must be approved by the District Supervisor.
- On the respective mowing day, all park structures, trees, poles, tables, signs, fences, shrub beds, etc., are to be trimmed at the same height that the surrounding area was mowed. Special care shall be given to trimming around any tree as to not inflict damage to the bark of the trees. The City Forester will inspect all identified damage and liquidated damages shall be assessed per City Code 4.4.103.
- All hard surfaces (i.e., walks, picnic shelters, multi-use courts, etc.) shall be cleared of grass clippings and other debris immediately following mowing. Care shall be taken to prevent discharge of grass clippings onto any paved surface such as streets, parking lots, sidewalks, or driveways or onto any adjacent property.
- No clippings may be left within street or parking lot gutters.

Add Alternative – please provide pricing on the Appendix A – Bid tab for the above referenced Turfgrass mowing, Trimming, and Clipping removal services using battery powered equipment.

SEASONAL TURFGRASS MOWING/TRIMMING/CLIPPING REMOVAL

- Between November 15th and 30th, a single mowing shall occur to mulch fallen leaves.

BLADE EDGING

- All sidewalks, curbs and concrete edgers shall be edged once per month, between the 1st and 15th, May-October. Edging shall be to a maximum 1" depth and 1/4" width to achieve a neat, uniform line. Use of string trimmers to edge along sidewalks is not acceptable. All walks shall be cleared of grass and debris immediately following edging/trimming operations.

TURFGRASS FERTILIZATION

- Turfgrass areas shall be fertilized in mid-May using a 120-day controlled release fertilizer, then again in mid-September using a quick-release nitrogen source. Both applications shall be applied at 1 lb. of N/1000. **Contractor will be responsible for providing the product**, only after receiving approval from a City representative. Product submittals will be required.
- Contractor will be responsible for removing fertilizer from impervious surfaces, such as pedestrian ramps, immediately following the application.
- See 'Fertilizer Application' and product labels for more detail.

Add Alternative – please provide pricing on the Appendix A – Bid tab for amended fertilization services as follows: Turfgrass areas shall be fertilized between the 1st and 15th of May, July and September using Richlawn 8-2-1 applied at 1 lb. of N/1000.

AERATION

- Turfgrass areas shall be core aerated between August 7th and September 15th. Exact timing shall be discussed and agreed upon between contractor and City representative and will be largely dependent upon other horticultural practices, such as overseeding.
- See 'Aeration Specifications.'

BROADLEAF WEED CONTROL

- Turfgrass areas are to be treated with a pre and post emergent herbicide (Trimec w/surfactant at 1.5 oz/1000 + Barricade at 16 oz/A) in late April or early May, then with a post emergent herbicide (Speedzone @ 1.8 oz/1000) between August 7th and September 30th. Exact timing, product, and application rates shall be discussed and agreed upon between contractor and City representative and will be largely dependent upon other horticultural practices, such as overseeding.
- Manual or mechanical removal of weeds in turfgrass areas to be done as necessary.
- See "Weed Control Specifications" for more detail.

LANDSCAPE BED MAINTENANCE

NOTE: All beds identified as “SIB Beds” on the corresponding map shall be exempt from this contract. Associated maintenance will be coordinated by City staff using external volunteer groups.

SPRING CLEANUP

- In March, all ornamental grasses and shrubs found in landscape beds shall be cut back, and debris properly disposed of. Any dead tree limbs, leaves or weeds shall also be removed at this time.

PRE-EMERGENT WEED CONTROL

- In early April, then again in July, after spring clean-up and monthly bed detail have been completed, Barricade and Gallery SC shall be applied at 21 oz/A and 31 oz/A, respectively, per label instructions to all landscape beds. In early November, Esplanade shall be applied to all hardscapes including stamped concrete, rock beds, breeze, and mulch beds that contain little plant material.

MONTHLY BED DETAIL

- Between the 1st and 15th of May-October, all weeds and debris found in landscape beds shall be manually removed and properly disposed of. Also at this time, all weeds found in mulch, rock, breeze, and hardscape areas shall be removed, either manually or by using a City approved herbicide. **The use of any products containing the active ingredient glyphosate is prohibited.**

FALL CLEANUP

- In late October and/or early November, when 80% of the leaves have fallen, all debris shall be removed from landscape beds and be properly disposed of.

GENERAL PROVISIONS

TREES AND SHRUBS

- Contractor shall take all reasonable and necessary steps to protect trees from damage caused during normal maintenance activities from mowers, trimmers, etc. City shall notify Contractor of all claims for damages to trees.
- Tree damage shall not necessarily have to be identified immediately after each mowing; rather new tree damage can be identified within the current mowing season and liquidated damages shall be assessed regardless of when the damage occurred within that mowing season.
- Tree damage shall be recognized/ identified as that occurring from mowers, string trimmers, support vehicles, branch damage caused by mowing underneath low hanging branches, root damage from mowers or soil compaction while mowing in wet soil.
- Contractor will be liable to the City for the appraised value of the tree based upon International Society of Arboriculture appraisal standards per section 4.4.103 of the City code.

- No pruning of any shrub or tree is permitted.

SAFE OPERATION OF EQUIPMENT

- All equipment used by the Contractor shall be operated in a safe manner consistent with the manufacturers' recommendations, with all original manufacturer installed safety devices, deck shields, etc., in place and operational.
- Equipment shall be operated at a speed and in a manner that poses no danger to the public and achieves the desired appearance.

SUPERVISION OF CREW

- Contractor shall provide supervision of all work crews at all times while performing work under this contract. Personal supervision is not required provided that communication devices are provided that enable the work crew to communicate with the Contractor at all times.
- Each work crew shall have a designated person on the work site that has the authority to respond to inquiries about work details or priorities.
- The Contractor will not be allowed to park trucks, trailers, or other equipment on the turf without prior written approval by the District Supervisor.

EMPLOYEE WEAR

- All employees while on site must wear a DOT approved class III safety vest.
- All employees must wear proper personal protective safety equipment during maintenance operations.
- All employees must wear clothing with Company identification.

ADDITIONAL REQUIREMENTS

- The Contractor shall submit a schedule identifying the date's maintenance will be performed to the identified areas over the duration of the contract. Modifications to this schedule must be requested in writing and approved in advance by the Department.
- All correspondence requesting work modifications, schedule changes, etc. must be performed in writing with text or email being the preferred methods of communication. This includes schedule changes necessitated by weather conditions.
- Acreage totals provided on the Mowing Contract/Groupings spreadsheet are approximations for estimation purposes only. Actual acreage totals may vary, and it is the responsibility of the Contractor, if so desired, to verify actual acreage.
- Any damage or hazardous conditions observed in any area shall be reported immediately to the District Supervisor for repair by parks staff.
- Any structures, property, plant material or irrigation system components damaged by the maintenance activities of the contractor or the contractors'

representatives must be reported to the department and repaired immediately upon occurrence at the contractor's expense or, if approved by the District Supervisor, by Parks and Recreation staff on a time and materials basis and will be subsequently deducted from the contractor's monthly payment.

- Performance Appraisals shall be conducted by District Supervisor at the conclusion of each growing season. These are intended to serve as development discussions; further, to allow the contractor an opportunity to share information and to provide feedback.

EXHIBIT 6 – QUALIFICATION STATEMENT

CITY OF COLORADO SPRINGS QUALIFICATION STATEMENT

This statement will provide information which will enable the City to evaluate the qualifications of your firm and staff with regard to the requirements of this Request for Proposal. Please complete this form in its entirety and submit it (in the number of copies requested) along with the other required proposal documents. If a request in the Qualification Statement is contained in the proposal, indicate the section in the proposal where that information can be found.

(PRINT)

FIRM

NAME: _____

ADDRESS: _____

CITY STATE _____

ZIP: _____

AUTHORIZED

REPRESENTATIVE: _____

TITLE: _____

AUTHORIZED

SIGNATURE: _____

PHONE: _____

FAX: _____

E-MAIL

ADDRESS: _____

1. TYPE OF BUSINESS

2. TYPE OF LICENSE & LOCATION

CORPORATION ☐

INDIVIDUAL ☐

PARTNERSHIP ☐

JOINT

VENTURE ☐

OTHER: _____

3. TYPE OF SERVICE TO BE PROVIDED FOR RFP: _____

**4. NUMBER OF YEARS IN
BUSINESS:** _____

**5. ON A SEPARATE SHEET PROVIDE A BRIEF HISTORY OF YOUR FIRM, STAFF SIZE
AND EXPERIENCE. SUBMIT A RESUME FOR THE PROJECT MANAGER AND EACH
KEY PERSONNEL ASSIGNED TO THIS PROJECT.**

**6. WHAT OTHER NAME(S) HAS YOUR COMPANY OPERATED
UNDER:** _____

**7. HAVE YOU OR YOUR FIRM EVER FAILED TO COMPLETE ANY WORK AWARDED TO
YOU?**

YES ☐ NO ☐ IF "YES", EXPLAIN:

8. HAS ANY OFFICER OR PARTNER OF YOUR ORGANIZATION EVER BEEN AN OFFICER OR PARTNER OF ANOTHER ORGANIZATION THAT FAILED TO COMPLETE A CONTRACT WITHIN THE LAST FIVE (5) YEARS? YES ☐ NO ☐
IF "YES", EXPLAIN:

9. HAS YOUR FIRM OR ANY PARTNERS OR OFFICERS EVER BEEN INVOLVED IN ANY BANKRUPTCY ACTION? YES ☐ NO ☐ IF "YES", EXPLAIN:

10. ARE YOU PRESENTLY INVOLVED IN ANY LITIGATION WITH ANY GOVERNMENT AGENCY? YES ☐ NO ☐ IF "YES", EXPLAIN TYPE, KIND, PLAINTIFF, DEFENDANT, ETC., AND STATE THE CURRENT STATUS:

11. BANK
REFERENCE:

ADDRESS: _____
CONTACT: _____ PHONE: _____

12. LIST THREE (3) SIMILAR PROJECTS (LOCAL OR STATE-WIDE) **FROM LAST FIVE (5)**

YEARS-INCLUDE LOCATION OF PROJECT, SIZE OF PROJECT (CONTRACT AMOUNT), CONTACT NAME, ADDRESS, TELEPHONE NUMBERS
NOTE: DETAILED INFORMATION ON THESE PROJECTS MAY ALSO BE REQUESTED IN THE RFP PACKAGE.

1. Location of Project: _____
Size of Project: _____
Contract Amount: _____
Contact Name and Title: _____
Contract Address: _____
Contact telephone and FAX Numbers: _____
2. Location of Project: _____
Size of Project: _____
Contract Amount: _____

Contact Name:
Contact Address:
Contact telephone and FAX Numbers:
3. Location of Project:
Size of Project:
Contract Amount:
Contact Name:
Contact Address:
Contact telephone and FAX Numbers:

13. LIST **CURRENT SIMILAR PROJECTS (LOCAL OR STATE-WIDE) UNDER CONTRACT-**
 INCLUDE LOCATION OF PROJECT, SIZE OF PROJECT (CONTRACT AMOUNT)
 CONTACT NAME, ADDRESS, TELEPHONE NUMBERS.
 NOTE: DETAILED INFORMATION ON THESE PROJECTS MAY ALSO BE
 REQUESTED IN THE RFP PACKAGE.

1. Location of Project:
Size of Project:
Contract Amount:
Contact Name and Title:
Contact Address:
Contact telephone and FAX Numbers:

2. Location of Project:
Size of Project:
Contract Amount:
Contact Name and Title:
Contact Address:
Contact telephone and FAX Numbers:

3. Location of Project:
Size of Project:
Contract Amount:
Contact Name and Title:
Contact Address:
Contact telephone and FAX Numbers:

14. LIST OF SUB-CONTRACTORS TO BE USED FOR THIS PROJECT:
 (INCLUDE NAME, ADDRESS, TELEPHONE NUMBER, TYPE OF WORK)

1. Name:
Address:
Telephone Number:
Type of Work:
2. Name:
Address:
Telephone Number:
Type of Work:
3. Name:

Address: _____
Telephone Number: _____
Type of Work: _____

IF ADDITIONAL INFORMATION IS PROVIDED ON A SEPARATE SHEET FOR ANY OF THE ITEMS, CLEARLY SPECIFY WHERE IT CAN BE LOCATED IN YOUR PROPOSAL PACKAGE.

EXHIBIT 7 – SAMPLE EVALUATION SCORESHEET

Proposer's Name: _____

Evaluator's Name: _____

SIMD Grouping: _____

RFP EVALUATION CRITERIA DESCRIPTION	SCORE
1. TECHNICAL AREA The Offeror must explain its overall solution, considering the scope of work or statement of work provided. The content must include, but not necessarily be limited to, the following information.	
A. UNDERSTANDING OF AND COMPLIANCE WITH TECHNICAL REQUIREMENTS In the Technical Area, the Offeror should address each work area in sufficient detail to demonstrate a clear and full understanding of the work necessary to complete the project. The proposal should not merely parrot the requirements of the RFP. Further, the Offeror should provide evidence of sufficient planning to ensure the work is completed on schedule and within budget. It is highly recommended that the Offeror provide sufficient content and detail to answer completely the following questions: The Offeror must at least address the following areas: 1. Schedule Management. Discuss Offeror's approach to schedule management including updating and reporting progress of the work. 2. Quality Control. Discuss Offeror's quality control plan, processes and approach to ensure that the City receives a quality product. 3. Safety. Discuss Offeror's approach and commitment to safety for its workers, the public, and City employees, if services are accomplished on a City site. 4. Potential issues that Offeror foresees with this project and how Offeror would make adjustments if encountered. It is highly recommended that the Offeror provide sufficient content and detail to answer completely the following questions. 1. Does the proposal include a complete plan to accomplish each requirement, including subcontracting (if applicable)? 2. Does the proposal demonstrate that appropriate and qualified personnel and equipment will be provided to carry out the requirement? 3. Is the proper level of effort directed toward each requirement? Does the level of effort look unrealistically low or unreasonably high?	5 – Exceptional 4 – Very Good 3 – Satisfactory 2 – Marginal 1 – Unacceptable

COMMENTS:	
2. MANAGEMENT AREA The Offeror must explain its method of managing the work to be performed. The content must include, but no necessarily be limited to, the following information.	
A. PAST PERFORMANCE/RELEVANT EXPERIENCE In the Management Area, the Offeror should provide at least three references or contracts demonstrating that it successfully provided services/products same or similar to those required in the RFP. The proposal should adequately explain how the projects were completed on schedule and within budget. Consider the following questions. <ol style="list-style-type: none"> 1. Does the proposal include at least three references or past performance citations? 2. Are the references or past performance citations relevant to the requirements of the Statement of Work of the RFP? 3. Does the Offeror explain how they were successful on the projects provided as past performance? 4. Does the Offeror apply the past performance to the City requirement in such a way as to demonstrate added value due to experience? 	5 – Exceptional 4 – Very Good 3 – Satisfactory 2 – Marginal 1 – Unacceptable
COMMENTS:	
B. PROGRAM MANAGEMENT CONTROLS A commercial Pesticide Applicator's license issued by the State of Colorado is required for this work. In the Management Area, the Offeror should provide: <ol style="list-style-type: none"> 1. Name(s) of personnel holding the required Commercial Pesticide Applicator's license(s) 2. A plan of operation, to include management of personnel, workload, schedule, and budget 2. Documentation that demonstrates clear and effective lines of authority assigned to the project. Include areas of responsibility and communication for management, supervisory, and technical personnel. The plan should address which job classification or personnel will be assigned to each task and how that determination is made. Basic human resource management concepts should be addressed, including hiring, firing, discipline, incentive plans, etc.; 3. If the Offeror plans to subcontract more than 10% of the work, include information on how the Offeror plans to manage its subcontractors. 4. A detailed schedule for the project showing the key activities and how they will meet or improve the City's timeframe and maximize efficiency to provide the best value to the City and minimize impacts to the public. The schedule shall be based on the Offeror's 	

<p>understanding and approach to the work as addressed above. Schedules should address controls to ensure the project will remain on schedule and on budget.</p> <p>It is highly recommended that the Offeror provide sufficient content and detail to answer completely the following questions.</p> <ol style="list-style-type: none"> 1. Does the proposal address the issues above in sufficient detail to Demonstrate a sophisticated and mature management control system? 2. Are program management controls consistent with the technical portion of the proposal, especially regarding schedule and level of effort? 3. Do the plan and controls indicate that the Offeror will obtain, keep, and efficiently utilize high-quality personnel? 4. Does the proposal explain how the Offeror will address corrective actions in case of delays (e.g. expediting materials, additional resources, etc.)? 5. Does the proposal explain how the Offeror will remain within schedule and budget? <p>COMMENTS</p>	
<p>C. LABORERS AND EQUIPMENT</p>	
<p>The quality of personnel and equipment is extremely important in the City of Colorado Springs' decision-making process for awarding this contract. Respond to each of the following questions:</p> <ol style="list-style-type: none"> 1. How many full-time laborers do you have available to work on this project? 2. Are these laborers full-time company personnel or are they subcontracted or temporary staff? 3. What percentage of your laborers are subcontracted or temporary staff? 4. Are any of your proposed laborers seasonal personnel? If yes provide the Percentage of laborers that are seasonal. Explain seasonal staff and identify the season(s). 5. What types of landscape equipment does your company have available for this project? <p>COMMENTS:</p>	<p>5 – Exceptional 4 – Very Good 3 – Satisfactory 2 – Marginal 1 – Unacceptable</p>
<p>Sum of Ratings in Management Area (Add numbers in Sections 2.A., 2.B and 2. C.)</p>	
<p>3. PRICE/COST AREA</p>	
<p>In the Price Area, the Offeror should provide a detailed breakdown of the price for each year of performance. The price must be all-inclusive and include all unit costs for material, labor, other direct costs (e.g. travel),</p>	<p>5 – Exceptional 4 – Very Good 3 – Satisfactory 2 – Marginal</p>

<p>indirect costs (i.e. overhead and general and administrative costs), and profit/fee. Offers must include sufficient detail to allow insight into the fairness and reasonableness of the price. If the contract type will be Time and Material (T&M) labor categories, labor rates, separated profit, and estimated material costs must be included in detail.</p> <p>In addition, although price may not be the most important factor, it is still very important to the City of Colorado Springs. The Offeror's pricing must be competitive as compared to the budget amount, market pricing in the industry, and the pricing of other Offerors. It is highly recommended that the Offeror provide sufficient content and detail to answer completely the following questions.</p> <ol style="list-style-type: none"> 1. How does the price compare to the industry competition? 2. If low, is it unrealistically low? 3. If high, is there demonstrated added value for the additional cost? 4. Does the Offeror leave applicable costs out of the calculations? For instance, some will say travel is not included and will be an extra cost. This should be considered when comparing to other Offerors. 5. Are there additional costs not addressed that the City would incur if the Offeror were awarded the contract? If so, include those costs when comparing to the budget amount and the competition. <p>COMMENTS:</p>	<p>1 – Unacceptable</p>
<p>Total Price/Cost Area (Insert number from Section 3 evaluation above):</p>	
<p>4. PROPOSAL PRESENTATION</p>	
<p>Presentation is an important factor. Offerors should provide a highly professional product, which is complete, accurate, easily understood, and effectively presented.</p> <p>COMMENTS:</p>	<p>5 – Exceptional 4 – Very Good 3 – Satisfactory 2 – Marginal 1 – Unacceptable</p>
<p>EXCEPTIONS PROPOSED</p>	
<p>What (if any) exceptions (redlines to our terms and conditions) were proposed? Are they acceptable?</p> <p>COMMENTS:</p>	<p>Pass/Fail</p>
<p>INSURANCE EXCEPTIONS PROPOSED</p>	
<p>What (if any) exceptions (redlines to our insurance terms and conditions) were proposed? Are they acceptable?</p> <p>COMMENTS:</p>	<p>Pass/Fail</p>
<p>TOTAL SCORE – Add Evaluation Scores from Sections 1-5. The sum is the total score.</p>	<p>Total Score:</p>

**EXHIBIT 8 – SPRING & FALL TURFGRASS FERTILIZER APPLICATION EXAMPLES
FOLLOWS THIS PAGE**



PURKOTE™

ADAPTIVE NUTRIENT DELIVERY

44-0-0

Polymer Coated Urea

Guaranteed analysis

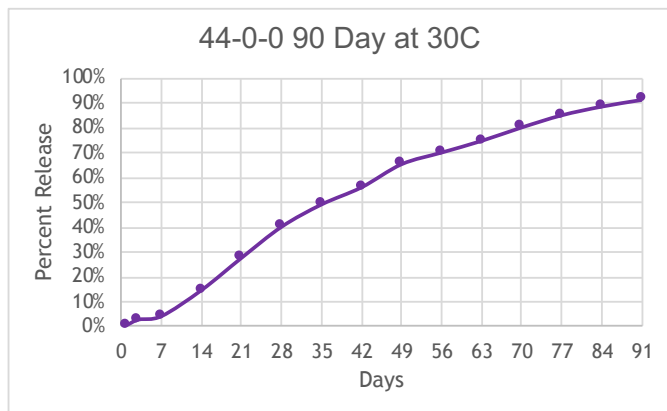
Total Nitrogen (N)*.....44%
44% Urea Nitrogen

Derived From Polymer Coated Urea

*44% Control Release Urea Nitrogen from
Polymer Coated Urea

Information regarding the contents and
levels of metals in this product is
available on the internet at
<http://www.aapfco.org/metals.html>

Manufactured by:
Pursell Agri-Tech
501 East 3rd Street
Sylacauga, AL 35150
FL# F002525



Temperature Conversion

60°F (15°C)	72°F (22°C)	87°F (30°C)
300-330 Days	140-160 Days	85-95 Days
Longevity estimates at Average Temperature (°F/°C)		

Information about the components of this lot of fertilizer may be obtained by contacting Pursell Agri-Tech LLC. Use in accordance with recommendations of a qualified individual or institution, such as, but not limited to a certified crop advisor, agronomist, university crop extension publication, or apply according to recommendation in your approved nutrient plan.

Observe proper handling and personnel safety practices. Wash hands after handling, wear eye protection. Store away from incompatible materials. Dispose of waste and residues in accordance with local authority and environmental requirements. For additional information, see Safety Data Sheet (SDS) for this product.

Pursell Agri-Tech specifically disclaims any responsibility or liability relating to the use of suggested products and recommendations and shall under no circumstances be liable for any special, incidental or consequential damages which may arise from such use.



PURSELL
AGRI-TECH
SINCE 1904

Mission: Develop and commercialize next generation fertilizers to increase yields, enhance human nutrition, and improve environmental impact to water and climate.

PurKote, the PurKote logo and PurKote Purple are trademarks of Pursell Agri-Tech LLC.

46-00-00

Urea Nitrogen
(Granular)

GUARANTEED ANALYSIS

Total Nitrogen (N) 46.00%
46.000% Urea Nitrogen

DERIVED FROM: Urea

F1958

Net Wt. 50 Lbs. (22.68 Kgs.)

PN# TGBF460050

Sample Label

DIRECTIONS FOR TURF GRASS

This product is a fertilizer suitable for use in any given application depending upon existing soil chemistry, turf type, and intended use of the turf area. The best results with this product are obtained when it is applied to actively growing grass, and watered into the turf soon after application. Avoid mowing immediately following application to prevent product pick-up. Sweep, brush or blow off any non-target areas to alleviate any staining or unwanted effects.

RATE OF PRODUCT

Desired Nitrogen	Lbs. To Apply Per Acre	Lbs. To Apply Per 1000 Sq. Ft.	1 Ton of Product Covers	1 Bag of Product Covers
1.50 Lb(s).	142.01	3.26	14.08 Acre(s)	15,337 Sq. Ft.
1.00 Lb(s).	94.53	2.17	21.16 Acre(s)	23,041 Sq. Ft.
0.75 Lb(s).	71.00	1.63	28.17 Acre(s)	30,675 Sq. Ft.
0.50 Lb(s).	47.48	1.09	42.12 Acre(s)	45,872 Sq. Ft.
Product Weight: 50 Lbs./Cu.Ft.			SGN Size: 200 To 230	

Recommended applications are at the rate of one pound of nitrogen per 1,000 Sq. Ft. Actual rates and timing of applications will vary with weather, soil and turf conditions.

COVERAGE: 1 - 50 pound bag of 46-00-00 covers approximately 23,041 Sq. Ft. at the application rate of one pound of nitrogen (2.17 lbs. of actual product) per 1,000 sq. ft.

SPREADER SETTINGS

LBS OF PRODUCT PER 1000 Sq. Ft.	LBS OF PRODUCT PER ACRE	EARTHWAY 2400	SCOTTS R8/R8-A	ACCUPRO SR2000	LESCO ROTARY	LESCO
3 LBS	130 LBS	15.5	K	K-L	H-J	13
4 LBS	174 LBS	17	L	M	J-K	15
5 LBS	218 LBS	17.5	M	N	K	16
6 LBS	261 LBS	18	N	O	L	17
8 LBS	348 LBS	20	P	Q	N	19

LBS OF PRODUCT PER 1000 Sq. Ft.	LBS OF PRODUCT PER ACRE	PRIZELAWN CB	SPYKER 24	LELY: WTR, WFR,HR	VICON	SPREADER SETTINGS ARE FOR FERTILIZER WITH AN SGN 220-230.
3 LBS	130 LBS	4.5	4	3.75	30	
4 LBS	174 LBS	5	4.5	6.25	36	
5 LBS	218 LBS	5	4.5	6.5	37	
6 LBS	261 LBS	5.25	4.75	7	39	
8 LBS	348 LBS	6	5.5	8	44	

The spreader settings are provided as a recommendation. Each user should calibrate their own spreaders for proper application. Bulk density, particle size and a change in fertilizer analysis will also effect your spreader setting.

NOTE: Use in accordance with recommendations of a qualified individual or institution, such as, but not limited to, a certified crop advisor, agronomist, university crop extension publication, or apply according to recommendations in your approved nutrient management plan.

In the state of Florida, it is recommended that the user of this product follow the Green Industries and Golf Course Best Management Practices found at:

http://www.dep.state.fl.us/water/nonpoint/docs/nonpoint/BMP_Book_final.pdf;

<http://www.dep.state.fl.us/water/nonpoint/docs/nonpoint/glfbmp07.pdf>

Information regarding the contents and levels of metals in this product is available on the internet at: <http://www.aapco.org/metals.htm>

THRIVE™

BRANDED FERTILIZER

PRECAUTIONARY STATEMENTS

May cause eye or skin irritation. Maybe harmful if swallowed. Wash hands thoroughly after handling. Wear eye and face protection. Do not breathe dust. Dispose of contents/container in accordance with Federal, state and local regulations. Do not apply near water, storm drains or drainage ditches. Do not apply if heavy rain is expected. Apply this product only to your lawn/garden, and sweep any product that lands on the driveway, sidewalk, or street, back onto your lawn/garden.

FIRST AID

Eye Contact - flush eyes with running water for at least 15 minutes. Skin Contact - wash from skin with soap and water. Ingestion - dilute with water or milk. If necessary, induce vomiting only when victim is conscious. Call a physician. Get medical attention if you feel unwell.

KEEP OUT OF REACH OF CHILDREN



WARNING

Causes serious eye irritation. Sensitive people could experience skin irritation.

FOR CHEMICAL EMERGENCIES CALL:
CHEMTREC 1-800-424-9300

LIMITS OF WARRANTY: MEARS FERTILIZER, INC. and seller warrant that this product conforms to the chemical description on the label and is reasonably fit for the purpose stated on such label only when used in accordance with the directions under normal use conditions. Except as specifically stated below, NO WARRANTIES, WHETHER EXPRESSED OR IMPLIED, ARE MADE WITH RESPECT TO THE PRODUCT OR ITS USE, AND NO AGENT OF THE MANUFACTURER OR OF THE SELLER IS AUTHORIZED TO DO SO.

Buyer and user of this product assume all responsibility for handling, storage and use not in accordance with directions. It is impossible to eliminate all risks inherently associated with the use of the product. Plant injury, ineffectiveness, or other unintended consequences may result because of such factors as weather conditions, presence of other materials, or the manner of use or application, all of which are beyond manufacturer's and seller's control. In no case shall the manufacturer or seller be liable for consequential, special or indirect damages resulting from the use or handling of this product.

Manufactured and Guaranteed By:

Mears Fertilizer, Inc. - P.O. Box 1271

El Dorado, KS 67042 - Phone: (800) 345-9143

THRIVE is a trademark of Mears Fertilizer, Inc.

RICHLAWN ORGANIC 100

100% Natural Organic Lawn Fertilizer

8-2-1

GUARANTEED ANALYSIS:

Total Nitrogen (N) í í í í í í í í í í í í 8.0%
6.0% Water Insoluble Nitrogen
2.0% Water Soluble Organic Nitrogen

Available Phosphate (P₂O₅) í í í í í í í í í 2.0%

Soluble Potash (K₂O) í í í í í í í í í í í í 1.0%

Richlawn Organic 100 8-2-1 is derived from the following natural organic ingredients: Dried Poultry Manure, Blood Meal, and Feather Meal.

Directions:

Established Lawns:

12.5 lbs./1000 sq. ft. 3-4 applications, Spring, Summer and Fall.

Thin, Weak Lawns:

18-20 lbs./1000 sq. ft 4-5 applications beginning in Spring, at monthly intervals.

New Lawns:

Prior to seeding or sodding - 10 lbs./1000 sq. ft. Rake or till into the top 2-3" of soil

Water thoroughly after application to ensure soil contact and to activate.

Manufactured and Distributed by: Richlawn Turf Food, LLC
15121 Weld County Road 32, Platteville, CO 80651

Net Weight 40 lbs. (18.14 kg.)

**EXHIBIT 9 – BARRICADE & GALLERY SC PRE-EMERGENT LABELS
FOLLOWS THIS PAGE**

PULL HERE TO OPEN ►



syngenta®

Herbicide

For selective preemergence control of grass and broadleaf weeds in:

- established turfgrasses (excluding golf course putting greens), lawns, and sod nurseries
- container, field-grown, and landscape ornamentals
- established perennial and wildflower plantings
- Christmas tree farms

Active Ingredient:

Prodiamine* 40.7%

Other Ingredients: 59.3%

Total: 100.0%

*CAS No. 29091-21-2

Barricade 4FL contains 4 pounds active ingredient per gallon.

KEEP OUT OF REACH OF CHILDREN CAUTION

See additional precautionary statements and directions for use inside booklet.

EPA Reg. No. 100-1139

EPA Est. 70815-GA-002

Product of India

Formulated in the USA

**SCP 1139A-L10B 1211
4010535**

1 gallon

Net Contents

TM

FIRST AID	
If swallowed	<ul style="list-style-type: none"> • Call a poison control center or doctor immediately for treatment advice. • Have person sip a glass of water if able to swallow. • Do not induce vomiting unless told to do so by a poison control center or doctor. • Do not give anything by mouth to an unconscious or convulsing person.
If in eyes	<ul style="list-style-type: none"> • Hold eye open and rinse slowly and gently with water for 15-20 minutes. • Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye. • Call a poison control center or doctor for treatment advice.
If inhaled	<ul style="list-style-type: none"> • Move person to fresh air. • If person is not breathing, call 911 or an ambulance, then give artificial respiration, preferably mouth-to-mouth, if possible. • Call a poison control center or doctor for treatment advice.
If on skin or clothing	<ul style="list-style-type: none"> • Take off contaminated clothing. • Rinse skin immediately with plenty of water for 15-20 minutes. • Call a poison control center or doctor for treatment advice.
Have the product container or label with you when calling a poison control center or doctor, or going for treatment.	
<p align="center"> HOT LINE NUMBER For 24 Hour Medical Emergency Assistance (Human or Animal) or Chemical Emergency Assistance (Spill, Leak, Fire, or Accident) Call 1-800-888-8372 </p>	

PRECAUTIONARY STATEMENTS

Hazards to Humans and Domestic Animals

CAUTION

May be harmful if swallowed, absorbed through skin, or inhaled. Avoid breathing vapor. Avoid contact with skin, eyes, or clothing. Prolonged or frequently repeated skin contact may cause allergic reactions in some individuals. Wash thoroughly with soap and water after handling. Remove contaminated clothing and wash clothing before reuse.

Personal Protective Equipment

WPS Uses:

Applicators, mixers, loaders, and other handlers who handle this pesticide for any use covered by the Worker Protection Standard (40 CFR part 170) - in general, agricultural-plant uses are covered – must wear:

- Long-sleeved shirt and long pants
- Shoes plus socks

Follow manufacturer's instructions for cleaning/maintaining PPE. If no such instructions for washables exist, use detergent and hot water. Keep and wash PPE separately from other laundry.

Engineering Control Statements

When handlers use closed systems or enclosed cabs in a manner that meets the requirements listed in the Worker Protection Standard (WPS) for agricultural pesticides [40 CFR 170.240 (d)(4-6)], the handler PPE requirements may be reduced or modified as specified in the WPS.

IMPORTANT: When reduced PPE is worn because a closed system is being used, handlers must be provided with all of the PPE specified above for applicators and other handlers, and have such PPE immediately available for use in an emergency, such as a spill or equipment breakdown.

User Safety Recommendations

Users should:

- Wash hands before eating, drinking, chewing gum, using tobacco or using the toilet.
- Remove clothing immediately if pesticide gets inside. Then wash thoroughly and put on clean clothing.
- After handling this product immediately remove PPE, wash yourself thoroughly and change into clean clothing.

Environmental Hazards

This product has low solubility in water. At the limit of solubility, this product is not toxic to fish. However, at concentrations substantially above the level of water solubility, it may be toxic to fish. Do not apply directly to water, to areas where surface water is present, or to intertidal areas below the mean high water mark. Drift and runoff from treated areas may be hazardous to aquatic organisms in adjacent sites. Do not contaminate water when disposing of equipment wash water or rinsate.

CONDITIONS OF SALE AND LIMITATION OF WARRANTY AND LIABILITY

NOTICE: Read the entire Directions for Use and Conditions of Sale and Limitation of Warranty and Liability before buying or using this product. If the terms are not acceptable, return the product at once, unopened, and the purchase price will be refunded.

The Directions for Use of this product must be followed carefully. It is impossible to eliminate all risks inherently associated with the use of this product. Crop injury, ineffectiveness or other unintended consequences may result because of such factors as manner of use or application, weather or crop conditions, presence of other materials or other influencing factors in the use of the product, which are beyond the control of SYNGENTA CROP PROTECTION, LLC or Seller. To the extent permitted by applicable law, Buyer and User agree to hold SYNGENTA and Seller harmless for any claims relating to such factors.

SYNGENTA warrants that this product conforms to the chemical description on the label and is reasonably fit for the purposes stated in the Directions for Use, subject to the inherent risks referred to above, when used in accordance with directions under normal use conditions. To the extent permitted by applicable law: (1) this warranty does not extend to the use of the product contrary to label instructions or under conditions not reasonably foreseeable to or beyond the control of Seller or SYNGENTA, and, (2) Buyer and User assume the risk of any such use. To the extent permitted by applicable law, SYNGENTA MAKES NO WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE NOR ANY OTHER EXPRESS OR IMPLIED WARRANTY EXCEPT AS WARRANTED BY THIS LABEL.

To the extent permitted by applicable law, in no event shall SYNGENTA be liable for any incidental, consequential or special damages resulting from the use or handling of this product. **TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE EXCLUSIVE REMEDY OF THE USER OR BUYER, AND THE EXCLUSIVE LIABILITY OF SYNGENTA AND SELLER FOR ANY AND ALL CLAIMS, LOSSES, INJURIES OR DAMAGES (INCLUDING CLAIMS BASED ON BREACH OF WARRANTY, CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHERWISE) RESULTING FROM THE USE OR HANDLING OF THIS PRODUCT, SHALL BE THE RETURN OF THE PURCHASE PRICE OF THE PRODUCT OR, AT THE ELECTION OF SYNGENTA OR SELLER, THE REPLACEMENT OF THE PRODUCT.**

SYNGENTA and Seller offer this product, and Buyer and User accept it, subject to the foregoing Conditions of Sale and Limitation of Warranty and Liability, which may not be modified except by written agreement signed by a duly authorized representative of SYNGENTA.

DIRECTIONS FOR USE

It is a violation of Federal law to use this product in a manner inconsistent with its labeling.

Do not apply this product in a way that will contact workers or other persons, either directly or through drift. Only protected handlers may be in the area during application. For any requirements specific to your State or Tribe, consult the agency responsible for pesticide regulation.

AGRICULTURAL USE REQUIREMENTS

Use this product only in accordance with its labeling and with the Worker Protection Standard, 40 CFR Part 170. This Standard contains requirements for the protection of agricultural workers on farms, forests, nurseries, and greenhouses, and handlers of agricultural pesticides. It contains requirements for training, decontamination, notification, and emergency assistance. It also contains specific instructions and exceptions pertaining to the statements on this label about personal protective equipment (PPE) and restricted-entry interval. The requirements in this box only apply to uses of this product that are covered by the Worker Protection Standard.

Do not enter or allow worker entry into treated areas during the restricted-entry interval (REI) of 12 hours. Exception: If the product is soil-injected or soil-incorporated, the Worker Protection Standard, under certain circumstances, allows workers to enter the treated area if there will be no contact with anything that has been treated.

PPE required for early entry to treated areas that is permitted under the Worker Protection Standard and that involves contact with anything that has been treated, such as plants, soil, or water is:

- Coveralls
- Chemical-resistant gloves such as butyl rubber >14 mils or natural rubber >14 mils or neoprene rubber >14 mils or nitrile rubber >14 mils
- Shoes plus socks

NON-AGRICULTURAL USE REQUIREMENTS

The requirements of this box apply to uses of this product that are **NOT** within the scope of the Worker Protection Standard for agricultural pesticides (40CFR part 170). The "WPS" applies when this product is used to produce agricultural plants on farms, forest or nurseries. Applicators and handlers should wear long-sleeved shirt, long pants, chemical resistant gloves, shoes with socks and protective eyewear. Thoroughly wash face and hands with soap and water after exposure and before eating or smoking. Launder exposed clothing before reuse. Do not allow reentry to treated areas until dust has settled and the turf grass or soil is dry.

USE INFORMATION

WHERE TO USE

Barricade 4FL is a selective preemergence herbicide that provides residual control of many grass and broadleaf weeds in:

- established turfgrasses (excluding golf course putting greens), lawns, and sod nurseries
- container, field-grown, and landscape ornamentals
- established perennial and wildflower plantings
- Christmas tree farms

HOW BARRICADE 4FL WORKS

Barricade 4FL controls susceptible weeds by preventing growth and development of newly germinated weeds. Weed control is most effective when Barricade 4FL is activated by at least 0.5 inch of rainfall or irrigation or shallow incorporation (1-2 inches) before weed seeds germinate and within 14 days following application.

USE PRECAUTIONS AND RESTRICTIONS

1. Do not graze or feed livestock forage cut from areas treated with Barricade 4FL.
2. Follow all applicable directions, restrictions, and precautions on the labels of EPA-registered tank-mix partners.
3. Do not blend Barricade 4FL onto dry fertilizer or any other granular material.
4. **Chemigation:** Do not apply this product through any type of irrigation system unless instructed otherwise in this label.
5. Do not apply aerially.
6. Do not apply to golf course putting greens.

MIXING AND APPLICATION PROCEDURES

MIXING BARRICADE 4FL ALONE

Barricade 4FL must be mixed thoroughly in the spray tank to ensure uniform application. Follow these steps.

1. Fill the spray tank $\frac{1}{4}$ full with clean water only.
2. Start agitation and check to ensure it is working properly.
3. For tank mixing instructions, refer to the section "**Mixing Order for Tank Mixtures.**"

4. Maintain vigorous agitation in the spray tank before and during the application. This will ensure a well-mixed spray suspension. If Barricade 4FL was mixed with fertilizer in the spray tank, the fertilizer may aid resuspension of Barricade 4FL if agitation is disrupted. However, it is recommended that the entire tank be used before stopping agitation.
5. A spray colorant may be used with Barricade 4FL to mark areas as they are treated. This will improve application accuracy by minimizing swath skips and overlaps.
6. Thoroughly clean the sprayer after use by flushing the system with water containing a detergent.
7. Refer to the **Pesticide Disposal** section of this label for waste disposal. Do not allow spray suspension to dry in the tank.

TANK MIXING BARRICADE 4FL

Barricade 4FL may be tank mixed with certain other EPA-registered herbicides to provide a broader spectrum of weed control or to control emerged weeds. Refer to the specific directions for use for tank-mix partners, and refer to the label(s) of the individual tank-mix partner(s) for use rate, application timing, weeds controlled, and specific precautions and/or restrictions. Tank mixes are permitted only in states where the tank-mix partner(s) are registered for the application site and the turf and ornamental species listed. When using Barricade 4FL in a tank mixture with other pesticides, follow restrictions and precautions on the labels of the products used.

Before tank mixing pesticides, test compatibility by mixing the products in a small container first. See the **Compatibility Test** section.

COMPATIBILITY TEST

Before mixing Barricade 4FL with other pesticides in the spray tank, test for compatibility by mixing all components (carrier and pesticide products) in an appropriate container in proportionate quantities. For example, 1 qt. would be 1/100 the volume of a 25 gals./A spray rate. At 1.0 lb./A, the Barricade 4FL rate would be proportional to 6 ml. per quart. Add approximately 1 teaspoon to a quart of water. (See following table.)

**Amount of Component to Add to One Quart of Spray Carrier
(Assuming Carrier Volume of 25 gals./A)**

Component Formulations	Rate Per		Level Teaspoons
	Acre	1,000 sq. ft.	
Barricade 4FL	21.0 ozs.	0.5 oz	1.0
Dry Tank-Mix Partners	1.0 lb.	0.4 oz.	1.5
Liquid Tank-Mix Partners	1.0 pt.	0.4 oz.	0.5

If components do not ball-up or form flakes, sludge, gels, oily films, or layers, then the mixture is compatible. Let the mixture stand for 15 minutes. Incompatibility will usually occur within 5 minutes after mixing. If components are not compatible, use a compatibility agent and rerun the test to determine if the mixture is suitable. If the components are still not compatible, do not tank mix.

MIXING ORDER FOR TANK MIXTURES

Notes: (1) When mixing Barricade 4FL with other components (carrier and partner pesticide products), allow products to completely dissolve between steps. (2) Maintain agitation throughout mixing and application of the mixture.

Add the products to the spray tank in the following order:

1. Add products packaged in water-soluble bags first. Agitate the tank mixture. Allow the water-soluble bags to completely dissolve and the products to disperse before adding any other tank-mix partners.
2. Then add water-dispersible granules (WDG or WG formulations) and wettable powders (WP formulations). Add wettable powders to the tank as agitation continues. Allow the product to disperse completely before other products are added.
3. Add spray adjuvants and spray markers. Read the adjuvant's label first and use only those adjuvants approved for application to turf and ornamentals.
4. Add Barricade 4FL, other flowable liquids (FL) or suspension concentrates (SC).
5. Add emulsifiable concentrates (EC) last.

APPLICATION

Apply Barricade 4FL in a minimum of 20 gals./A (0.5 gal./1,000 sq. ft.) of carrier (water and/or fluid fertilizer) using a calibrated, low-pressure sprayer with 50-mesh or coarser screens. A broadcast boom or handheld wand designed for herbicide or insecticide application will provide the best results. Select nozzle pressure and gallonage to provide complete coverage.

SPECIFIC USE DIRECTIONS

ESTABLISHED TURF

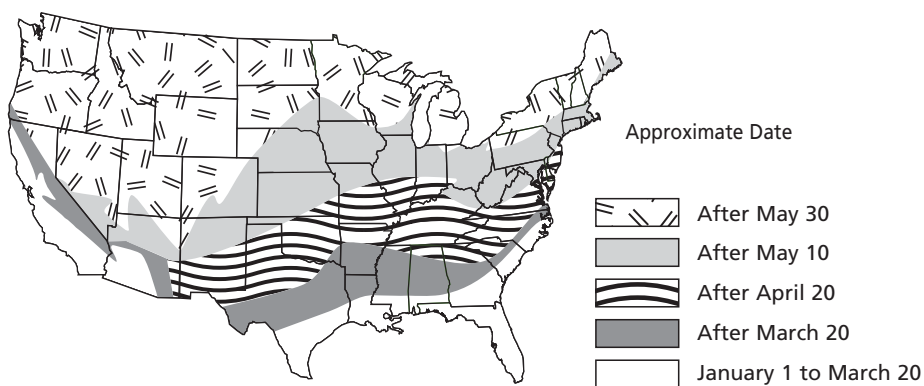
Barricade 4FL is a selective preemergence herbicide that, when properly applied, will control certain grass and broadleaf weeds in established turfgrasses including:

- Golf courses **excluding** putting greens
- Lawns
- Sod nurseries

The maximum amount of Barricade 4FL that may be applied per year is given for each turfgrass species in the **Annual Use Rates** section of this label.

For optimum weed control, Barricade 4FL should be activated by at least 0.5 inch of rainfall or irrigation before weed seeds germinate and within 14 days following application. See the map below for approximate crabgrass seed germination dates.

Crabgrass Seed Germination Dates



Use Precautions and Restrictions - Turfgrass: Golf Courses, Lawns, and Sod Nurseries

1. Do not apply Barricade 4FL to areas where dichondra, colonial bentgrass, velvet bentgrass or annual bluegrass (*Poa annua*) are desirable species.
2. Do not cut (harvest) treated sod before 90 days after application. To avoid turfgrass injury, do not apply to newly set sod until the sod has rooted and exposed edges have filled in.
3. To avoid turfgrass injury do not apply Barricade 4FL to turf stressed by conditions such as drought, low fertility, or pest damage.

- 4. Disturbing the herbicide barrier with cultural practices such as disking may result in reduced weed control.
- 5. **Do not apply Barricade 4FL to golf course putting greens.**
- 6. If you consistently mow creeping bentgrass at a height of less than 0.5 inch do not apply Barricade 4FL.

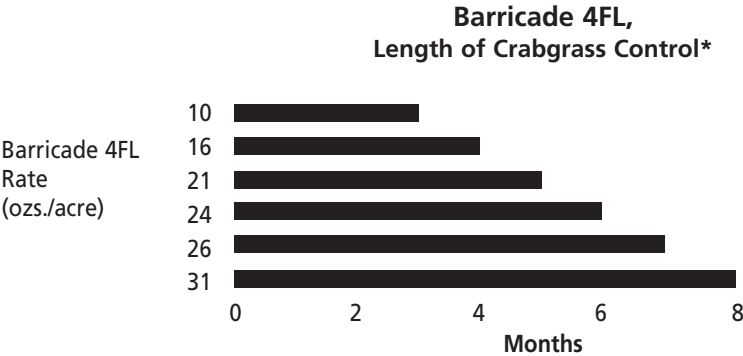
Application Timing And Rate - Turfgrass

Barricade 4FL may be applied as a single application or in sequential applications to control weeds germinating throughout the year. All applications must be made before target weeds germinate because **Barricade 4FL will not control weeds that have already emerged.**

The amount of Barricade 4FL to apply depends upon:

- 1. the length of residual weed control desired (the higher the application rate, the longer the control),
- 2. the turf species,
- 3. the maximum amount which can be applied to the turf species per calendar year.

(See the next 2 tables.)



*Length of control varies by region. This table is an average.

Annual Use Rates - Turfgrass

Barricade 4FL can be applied to the turfgrass species listed in the following table. **Restriction:** Do not apply more than the highest rate listed for each species in a calendar year.

Maximum Application Rate of Barricade Per Calendar Year by Turf Species		
Turf Species	Oz. Product/A	Oz. Product/1,000 sq. ft.
Bermudagrass ² Bahia grass Centipedegrass Kikuyugrass Seashore Paspalum St. Augustinegrass ³ Tall Fescue (including turf-type) Zoysiagrass	21-48 ¹	0.5-1.1
Buffalograss Kentucky Bluegrass Perennial Ryegrass	10-30 ¹	0.23-0.70
Fine Fescue	10-24 ¹	0.23-0.55
Creeping Bentgrass (0.5 inch or more in height ⁴)	10-21 ¹	0.23-0.48

¹ Barricade 4FL may be applied more than once a year as long as the total amount applied is not greater than the maximum application rate for each turf species. All applications must be made before weed seeds germinate.

² May be used on newly sprigged or plugged bermudagrass at rates not to exceed 17 ozs./A (0.39 oz./1,000 sq. ft.). Newly sprigged or plugged bermudagrass stolon rooting may be temporarily inhibited.

³ Use an initial rate of 16-32 ozs./A per application.

⁴ To avoid grass injury, do not apply Barricade 4FL to creeping bentgrass mowed at less than 0.5 inch in height.

Weeds Controlled

When used as directed in this label, Barricade 4FL will control the following weeds:

Barnyardgrass	Kochia
Bluegrass, Annual (<i>Poa annua</i>) ¹	Lambsquarters, Common
Carpetweed	Lovegrass
Chickweed, Common ²	Panicum, (Texas, Fall, Browntop)
Chickweed, Mouseear (from seed)	Pigweed
Crabgrass (Large, Smooth) ³	Purslane, Common
Crowfootgrass	Pusley, Florida
Cupgrass, Woolly	Rescuegrass ⁴
Foxtails, Annual	Shepherdspurse ²
Goosegrass ⁵	Signalgrass, Broadleaf
Henbit ²	Speedwell, Persian
Itchgrass	Sprangletop
Johnsongrass (from seed)	Spurge, Prostrate
Junglerice	Witchgrass
Knotweed ²	Woodsorrel, Yellow (from seed)

¹ In those areas where *Poa annua* is a winter annual, apply Barricade 4FL (see rate table) in August or September to established, non-overseeded turf before *Poa annua* seeds germinate. These timings are approximate. Consult State Extension Service for more specific timing for your area. Also see the section of this label ***Poa annua* Control in Established Bermudagrass Overseeded with Perennial Ryegrass**

² To control this weed, apply Barricade 4FL in late summer, fall, or winter before weeds germinate.

³ **Fall Applications for Spring Crabgrass Control in Cool-Season Grasses:** In those areas where the ground freezes in the winter, Barricade 4FL can be applied in the fall at rates of 21-24 ozs./A after soil temperatures fall below 50°F, but before the ground freezes. This application will control crabgrass the following spring.

⁴ Suppression only.

⁵ In many areas a single application of 21-48 ozs./A of Barricade 4FL will control goosegrass. However, under heavy goosegrass pressure and/or an extended growing season, weed control will be most effective by making an initial application of 21-26 ozs./A followed by a second application 60-90 days later. **Note: Do not exceed the maximum rate for the turf species listed in the Maximum Application Rates Table.**

When to Apply Barricade 4FL After Overseeding Turf

Injury to desirable seedlings is likely if Barricade 4FL is applied before the secondary roots of seedlings are in the second inch of soil, not thatch plus soil. To reduce the potential to injure overseeded turf, wait 60 days after seeding or until after the second mowing, whichever is longer, before applying Barricade 4FL.

When to Overseed After Application - All States*

Barricade 4FL will inhibit the development of turfgrass species overseeded too soon after application. Follow rates and intervals in the table below for best overseeding/reseeding results.

***Note:** See exceptions for *Poa annua* Control in Established Bermudagrass Overseeded with Perennial Ryegrass below.

Amount of Barricade 4FL	Interval (Months Before Overseeding)*		
Ozs. Product/A	North	Transition	South
16	4	4	4
21	5	4	4
24	6	5	5
26	---	6	6
31	---	7	7
36	---	---	9
42	---	---	10
48	---	---	12

***Poa annua* Control in Established Bermudagrass Overseeded with Perennial Ryegrass (Arizona, California, Nevada and Texas Only)**

Use on golf courses (excluding golf course putting greens), lawns, and sod nurseries when overseeding with perennial rye grass. (Minimum seeding rate of 350 lbs./A.)

How Much Barricade 4FL and When to Apply

Amount to Apply	When to Apply	Expected Control	Use Precautions and Restrictions
12-21 ozs./A	6-8 weeks before ryegrass overseeding second application: 4-8 weeks after overseeding or when perennial ryegrass roots are in the second inch of soil	1 application for 70% or greater control of <i>Poa annua</i> second application may enhance control	1. Some seedling mortality and temporary reduction in root growth of new seedlings may occur. 2. To reduce the potential for seedling mortality maintain a moist seedbed with light, frequent irrigation. 3. Make no more than 2 applications per year for this use, and do not exceed a total of 27 ozs./A per year. 4. Do not make a second application if any injury to the ryegrass is observed after the first application. 5. Do not make a second application unless the product was first applied before overseeding.

Control of *Poa annua* in Perennial Ryegrass Overseedings (Alabama, Louisiana, Georgia, Mississippi, North Carolina, South Carolina, and Tennessee Only)

Use on golf courses (excluding golf course putting greens) when overseeding with perennial rye grass only (minimum seeding rate of 350 lbs./A.)

How Much Barricade 4FL and When to Apply

Amount to Apply	When to Apply	Expected Control	Use Precautions
12-21 ozs./A	8-10 weeks before ryegrass overseeding	70% or greater	<p>Some seedling mortality and temporary reduction in root growth of new seedlings may occur.</p> <p>To reduce the potential for seedling mortality maintain a moist seedbed with light, frequent irrigation.</p> <p>To maximize seedling establishment, use lower rate and/or the maximum time interval before overseeding. To maximize <i>Poa annua</i> control, use higher rate and shorter time interval before overseeding.</p>

CONTAINER, FIELD-GROWN, AND LANDSCAPE ORNAMENTAL PLANTINGS (INCLUDING CHRISTMAS TREE FARMS)

Application, Timing, and Information

Barricade 4FL:

1. Will not control emerged weeds.
2. May be applied to newly-transplanted and established ornamentals as a broadcast or over-the-top spray.
3. Is most effective when applied to soil free of clods, weeds, and debris such as leaves and mulch.
4. Is most effective when the product is activated in the soil before weed seeds germinate and within 14 days after application.
5. Is activated when the treated area receives at least 0.5 inch of irrigation or rainfall, or shallow (1 to 2 inches) mechanical incorporation.

Use Precautions

To reduce injury potential:

1. Direct application of Barricade 4FL to rapidly growing tissue or buds may injure desirable plants. In the spring when buds are rapidly growing and expanding, over-the-top application of Barricade 4FL may injure new growth of desirable plants, however, these effects are temporary. To reduce the possibility of injury at this time, wait to apply Barricade 4FL over the top of newly emerged vegetation until it has hardened off, unless your experience indicates that the ornamental plant will not be injured by the over-the-top application.
2. After application immediately apply overhead irrigation to the foliage to wash Barricade 4FL from plant surfaces onto soil (watering the foliage of plants before application may improve the washing process).

Ornamental and Christmas Tree Farms - Application Sites and Instructions

Site	Application Instructions
Newly-Transplanted Container or Field Nursery Stock	<ol style="list-style-type: none">1. Delay application until soil has settled around transplants.2. Water transplants thoroughly before application.3. Apply after cuttings form roots and are established.4. To avoid inhibition of the tissue union, apply before budding/grafting or after buds/grafts have taken.
Established Container, Field Nursery Stock, or Landscape Plants	<ol style="list-style-type: none">1. Apply at any time as a broadcast, over-the-top, or directed spray.
Landscape (or Ornamental) Plantings	<ol style="list-style-type: none">1. Apply as a broadcast, over-the-top, or as a directed spray.2. Delay applications to newly transplanted ornamentals until soil has settled around transplants.
Bare Ground Application for Container Placement	<ol style="list-style-type: none">1. Apply to soil (including mulch, gravel, wood chips, or other permeable base) upon which containerized ornamentals are placed.2. After Barricade 4FL is applied, perform shallow cultivation or hand weeding only, to avoid disturbing the herbicide barrier.

continued...

Ornamental and Christmas Tree Farms - Application Sites and Instructions (*continued*)

Site	Application Instructions
In Shadehouses and Uncovered Polyhouses	1. After Barricade 4FL is applied, uncovered polyhouses must remain open for at least 7 days and ornamentals must receive 2 irrigations totaling at least 1/2 inch of water before covering.
Ornamental Bulbs and Perennial Wildflower Plantings	1. Barricade 4FL may be applied to bulbs or perennial wildflower species listed in the section. Apply before or after bulbs emerge but before bulbs bloom and weeds emerge. 2. In wildflowers, a postemergence herbicide labeled for wildflowers may be needed to control weeds that have already emerged.

How Much Barricade 4FL and When to Apply - Ornamentals

Amount to Apply (Broadcast)*	When to Apply	Comments/Instructions
21-48 ozs./A or 0.5-1.1 ozs./1,000 sq. ft.	In fall or spring before weeds germinate or after weeds are removed.	1. Use the higher rate for longer control. 2. Barricade 4FL may be applied more than once per year as long as the total amount of product applied does not exceed 48 ozs./A per year.

*NOTE: For band application, calculate amount per acre:

Band width in inches x broadcast rate = amount to apply/acre of field
 Row width in inches

Equivalent Measurements for Barricade 4FL

ozs./A	ozs./1,000 sq. ft	Approximate Equivalent – Tablespoons/1,000 sq. ft.
21	0.5	1.0
31	0.7	1.5
42	1.0	2.0
48	1.1	2.25

Tank Mixtures for Use on Container, Field Grown and Landscape Ornamentals

Barricade 4FL may be tank mixed with other registered herbicides listed on this label to provide a broader spectrum of weed control or to control emerged weeds. Tank mixes with Barricade 4FL are for use only in states where the tank-mix partner(s), application site and intended use pattern are registered.

Follow the label directions of the tank-mix partner(s) for application rates, timing, weeds controlled, tolerant ornamentals, and specific use precautions and/or restrictions. Before combining a tank-mix partner in the spray tank, test for compatibility as described on this label.

Tank-Mix Partners for Barricade 4FL on Ornamentals

Product	Precautions/Instructions
Goal® (use on conifers only)	1. Mix with Barricade 4FL for postemergence control of certain broadleaf weeds including malva and filaree.
Gallery®, Princep®, Pennant Magnum®	1. See product labels for weed spectrum and tolerant ornamentals.

continued...

Tank Mix Partners for Barricade 4FL on Ornamentals (*continued*)

Product	Precautions/Instructions
Touchdown Pro®, Roundup® or other glyphosate-based products, Finale®	<ol style="list-style-type: none"> 1. These nonselective tank-mix herbicides control many emerged annual broadleaves and grasses. 2. Take extreme care to prevent tank mixtures with these partner products from contacting the foliage and stems of turfgrass, trees, shrubs, or other desirable vegetation because desirable vegetation may be severely injured or killed. Apply these tank mixtures as a directed spray and use a shield to prevent spray from contacting foliage of desirable plants. 3. Following instructions on the tank-mix partner's label, delay irrigation of the treated area to allow time for the herbicide to be absorbed by weed foliage.

Tolerant Ornamental Species

Barricade 4FL will not harm most trees, shrubs, vines and flowers. The species listed below in Table 1 are tolerant to Barricade. Barricade 4FL may be used for application, except in CA, to the species in Table 2. Barricade 4FL may be applied over the top of the listed species. The species that are not tolerant to Barricade when grown in containers are indicated.

When plants are under stress (such as heat, drought, or frost damage), some cultivars of listed plants may be sensitive to Barricade 4FL.

Table 1. Tolerant Ornamental Species - All States

Scientific name	Common name
<i>Abies</i> spp.	Fir species** (Balsam, Fraser, Noble, etc.)
<i>Acer palmatum</i>	Japanese Maple
<i>Acer platanoides</i>	Norway Maple***
<i>Acer saccharum</i>	Sugar maple**
<i>Achillea</i> spp.	Yarrow: King Edward
<i>Actinidia chinensis</i>	Kiwi*
<i>Agapanthus africanus</i>	Lily-of-the-Nile (African Lily)
<i>Agastache rupestris</i>	Sunset Hyssop
<i>Aquilegia</i> spp.	Aquilegia: Red and Gold
<i>Arctostaphylos densiflora</i>	Vine Hill Manzanita
<i>Arctotheca calendula</i>	Cape Weed
<i>Aristida stricta</i>	Wiregrass

Scientific name	Common name
<i>Artemisia</i> spp.	Wormwood; Silver Mound, Castle
<i>Aspidistra elatior</i>	Cast-iron plant
<i>Aucuba japonica</i>	Japanese Aucuba
<i>Begonia</i> spp.	Fibrous Begonia: Hardy Grandis
<i>Berberis gladwynensis</i>	Barberry
<i>Berberis julianae</i>	Wintergreen Barberry
<i>Berberis mentorensis</i>	Mentor Barberry
<i>Berberis thunbergii</i>	Japanese Barberry
<i>Berberis verruculosa</i>	Warty Barberry
<i>Brassica oleracea</i>	Wild Cabbage
<i>Buddleia</i> spp.	Butterfly-Bush, Dwarf Blue; Royal Red
<i>Buxus microphylla</i>	Japanese Boxwood
<i>Callistemon viminalis</i>	Weeping Bottlebrush
<i>Calluna vulgaris</i>	Scotch Heather
<i>Carpobrotus edulis</i>	Hottentot Fig (Ice Plant)
<i>Cassia artemisioides</i>	Feathery Cassia
<i>Ceanothus rigidus</i>	Wild Lilac
<i>Centaurea gymnocarpa</i>	Dusty Miller
<i>Chamaecyparis pisifera</i>	False Cypress
<i>Cleyera japonica</i>	Cleyera
<i>Citrus</i> spp.	Citrus species*
<i>Cornus alernifolia</i>	Pogoda Dogwood
<i>Cornus florida</i>	Flowering Dogwood
<i>Cornus stolonifera</i>	American Dogwood
<i>Cortaderia selloana</i>	Pampas Grass
<i>Cotoneaster apiculatus</i>	Cranberry Cotoneaster
<i>Cotoneaster buxifolius</i>	Cotoneaster
<i>Cotoneaster dammeri</i>	Bearberry Cotoneaster
<i>Cotoneaster glacophylla</i>	Gray-leaf Cotoneaster
<i>Cotoneaster microphyllus</i>	Rockspray Cotoneaster
<i>Crataegus</i> spp.	Hawthorne

continued...

Table 1. Tolerant Ornamental Species - All States (continued)

Scientific name	Common name
<i>Cupressus sempervirens</i>	Italian Cypress
<i>Delosperma alba</i>	White Trailing Ice Plant
<i>Dendranthemum</i> spp.	Chrysanthemum
<i>Diascia intergerrima</i>	Twinspur
<i>Digitalis</i> spp.	Foxglove
<i>Dodonea viscosa</i>	Hop Bush
<i>Elaeagnus pungens</i>	Silverberry
<i>Euonymus fortunei</i>	Wintercreeper
<i>Euonymus japonica</i>	Japanese Spindle Tree (Evergreen Euonymus)
<i>Euonymus kiautschovicka</i>	Spreading Euonymus
<i>Euonymus macrophylla</i>	Euonymus
<i>Fatsia japonica</i>	Japanese Aralia
<i>Forsythia intermedia</i>	Border Forsythia
<i>Forsythia viridissima</i>	Greenstem Forsythia
<i>Gardenia jasminoides</i>	Gardenia, Cape-Jasmine
<i>Gladiolus</i> spp.	Gladiolus species**
<i>Gypsophila</i> spp.	Baby's Breath
<i>Hedera helix</i>	English Ivy
<i>Hemerocallis</i> spp.	Daylily: Aztec Gold, Stella De Oro, Tender Love
<i>Hibiscus</i>	Rose of Sharon**
<i>Hibiscus Rosa-sinensis</i>	Chinese Hibiscus**
<i>Hosta</i> spp.	Hosta, Plantain Lily (Fragrant)
<i>Ilex cornuta</i>	Chinese Holly**
<i>Ilex crenata</i>	Japanese Holly
<i>Ilex opaca</i>	American Holly
<i>Ilex pernyi</i>	Holly
<i>Ilex vomitoria</i>	Yaupon Holly
<i>Iris</i> spp.	Iris species**
<i>Jasminum nudiflorum</i>	Winter Jasmine
<i>Juniperus chinensis</i>	Chinese Juniper

Scientific name	Common name
<i>Juniperus conferta</i>	Shore Juniper
<i>Juniperus horizontalis</i>	Creeping Juniper
<i>Juglans</i> spp.	Walnut*
<i>Justicia brandegeana</i>	Shrimp Plant
<i>Lagerstromia indica</i>	Crape Myrtle
<i>Lantana</i> spp.	Lantana
<i>Leucanthemum maximum</i>	Shasta Daisy
<i>Ligustrum amurense</i>	Amur Privet
<i>Ligustrum japonicum</i>	Japanese Privet
<i>Ligustrum lucidum</i>	Glossy Privet (Wax-Leaf)
<i>Lilium</i> spp.	Lily: Jazz
<i>Liriope muscari</i>	Big Blue Lillyturf
<i>Liriope spicata</i>	Liriope, Creeping
<i>Lobelia erinus</i>	Lobelia
<i>Lonicera japonica</i>	Japanese Honeysuckle
<i>Lonicera tatarica</i>	Tatarian Honeysuckle
<i>Magnolia</i> spp.	Magnolia species**
<i>Maleophora luteola</i>	Ice Plant
<i>Malus</i> spp.	Crabapple*
<i>Nandina domestica</i>	Heavenly Bamboo
<i>Narcissus</i> spp.	Narcissus species**
<i>Nerium</i> spp.	Oleander
<i>Oenothera fruticosa</i>	Narrow-leaf primrose
<i>Oenothera pallid</i>	Pale Evening Primrose
<i>Olea europaea</i>	Olive*
<i>Ophiopogon japonicus</i>	Mondo Grass**
<i>Origanum libanoticum</i>	Origanum*
<i>Osteospermum fruticosum</i>	Trailing African Daisy
<i>Oxydendrum arboreum</i>	Sourwood
<i>Perovskia atriplicifolia</i>	Russian Sage
<i>Persea americana</i>	Avocado*

continued...

Table 1. Tolerant Ornamental Species - All States (continued)

Scientific name	Common name
<i>Photinia fraseri</i>	Frasier's Photinia (Redtip)
<i>Picea</i> spp.	Spruce species*** (Colorado Blue, Norway, etc.)
<i>Pieris compacta</i>	Andromeda
<i>Pieris japonica</i>	Lily-of-the-Valley Shrub
<i>Pinus brutia</i>	Calabrian Pine
<i>Pinus canariensis</i>	Canary Island Pine
<i>Pinus elliotii</i>	Slash Pine
<i>Pinus halepensis</i>	Aleppo Pine
<i>Pinus nigra</i>	Austrian Black Pine
<i>Pinus palustris</i>	Longleaf Pine
<i>Pinus radiata</i>	Monterey Pine
<i>Pinus strobus</i>	Eastern White Pine
<i>Pinus sylvestris</i>	Scotch Pine
<i>Pinus taeda</i>	Loblolly Pine
<i>Pinus thunbergiana</i>	Japanese Black Pine
<i>Pinus virginiana</i>	Virginia Pine
<i>Pistacia</i> spp.	Pistachio*
<i>Pittosporum rhombifolium</i>	Queensland Pittosporum
<i>Pittosporum tobira</i>	Japanese Pittosporum
<i>Podocarpus macrophyllus</i>	Japanese Yew
<i>Prunus laurocerasus</i>	English Laurel
<i>Prunus</i> spp.	Almond, Apricot, Nectarine, Peach, Plum and Prune*
<i>Pseudotsuga menziesii</i>	Douglas Fir***
<i>Pyracantha coccinea</i>	Firethorn Scarlet
<i>Pyracantha fortuneana</i>	Firethorn
<i>Pyracantha koidzumii</i>	Firethorn
<i>Pyrus</i> spp.	Bradford Pear spp.
<i>Quercus borealis</i>	Northern Red Oak

Scientific name	Common name
<i>Quercus rubra</i>	Oak species
<i>Raphiolepis indica</i>	Indian Hawthorne
<i>Rhamnus smithii</i>	Buckthorn
<i>Rhododendron</i>	'Coral Bells'
(including Azalea)	'Formosa'
	'Hino-crimson'
	'PJM'
	'Roseum Elegans'
<i>Rosa banksiae</i>	Lady Bank's Rose
<i>Rosmarinus officinalis</i>	Rosemary*
<i>Rumohra adiantiformis</i>	Leatherleaf Fern
<i>Ruscus hypophyllum</i>	Butcher's Broom
<i>Salvia daghestanica</i>	Sage*
<i>Santolina virens</i>	
<i>Sedum</i> spp.	Stonecrop
<i>Spirea japonica</i>	Spirea
<i>Syzygium paniculatum</i>	Japanese Boxcherry
<i>Tagetes</i> spp.	Marigold
<i>Trachelospermum jasminoides</i>	Star Jasmine
<i>Taxus cuspidata</i>	Japanese Yew
<i>Taxus media</i>	Yew
<i>Thuja occidentalis</i>	American Arborvitae
<i>Trachelospermum asiaticum</i>	Star Jasmine
<i>Tsuga canadensis</i>	Canada Hemlock
<i>Tulipa</i> spp.	Tulip species
<i>Viburnum japonicum</i>	Japanese Viburnum
<i>Viburnum lantana</i>	Wayfaring Tree
<i>Viburnum odoratissimum</i>	Sweet Viburnum
<i>Viburnum plicatum</i>	Japanese Snowball
<i>Viburnum rigidum</i>	Canary Island Viburnum
<i>Viburnum tinus</i>	Laurustinus

continued...

Table 1. Tolerant Ornamental Species - All States (*continued*)

Scientific name	Common name
<i>Viburnum trilobium</i>	Cranberry Bush
<i>Viburnum wrightii</i>	Leatherleaf Viburnum
<i>Vinca major</i>	Vinca
<i>Vinca minor</i>	Dwarf Periwinkle
<i>Viola x wittrockiana</i>	Pansy
<i>Vitis</i> spp.	Grape*
<i>Weigela florida</i>	Old Fashioned Weigela
<i>Yucca aloifolia</i>	Spanish Bayonet
<i>Yucca filamentosa</i>	Yucca, Adam's Needle
<i>Zauschneria californica</i>	California Fushia

*Do not use on food producing trees, vines, or plants.

**Not for use on container grown plants.

***Use on landscape ornamentals only.

Table 2. Tolerant Ornamental Species/Varieties - All States Except CA

Scientific name	Common name
<i>Abelia grandiflora</i>	Abelia: Sherwood
<i>Agapanthus orientalis</i>	
<i>Akebia quintata</i>	Five-Leaf or Chocolate Vine
<i>Allium cernuum</i>	Lady's Leek, Nodding Onion
<i>Anemone hybrida</i>	Japanese Anemone
<i>Aster</i> spp.	Aster: Bonny Blue, Purple Dome
<i>Aster X frikartii</i>	
<i>Athyrium filix-femina</i>	Lady Fern; Fern Lady
<i>Bergenia cordifolia</i>	
<i>Boltonia asteroides</i>	Snowbank
<i>Bougainvillea</i> spp.	Bougainvillea
<i>Callistemon citrinus</i>	Crimson Bottlebrush

Scientific name	Common name
<i>Campanula carpatica</i>	Tussock Bellflower; (White Clips)
<i>Campis X tagliabuana</i>	Trumpet Creeper, Trumpet Flower; Madame Galen
<i>Ceratostigma plumbaginoides</i>	
<i>Chrysanthemum nipponicum</i>	
<i>Coreopsis</i> spp.	Coreopsis (Calliopsis): Early Sunrise, Moonbeam
<i>Crocosmia</i> spp.	Lucifer
<i>Delosperma</i> spp.	Cooperi Pink
<i>Delphinium</i> spp.	Larkspur; Blue Elf
<i>Dianthus deltoides</i>	Dianthus, Maiden Pinks 'Zing'
<i>Dianthus gratianopolitanus</i>	Cheddar Pink
<i>Echinacea purpurea</i>	Coneflower, Purple; Magnus
<i>Forsythia suspensa</i>	Weeping Forsythia
<i>Gaillardia</i> spp.	Gaillardia, Blanket Flower: 'Goblin'
<i>Gaura</i> spp.	
<i>Gentiana dahlurica</i>	Gentian
<i>Geranium cinereum</i>	Cranesbill
<i>Helianthemum</i> spp.	Sunrose
<i>Heucherella</i> spp.	Coral Bell; Bridget Bloom
<i>Hibiscus</i> spp.	Mallow; Disco Belle White
<i>Hosta sieboldiana</i>	Hosta, 'Searsucker'
<i>Houttuynia cordata</i> var. <i>variegata</i>	
<i>Hydrangea macrophylla</i>	Bigleaf Hydrangea
<i>Inula ensifolia</i>	
<i>Iris ensata</i>	Sword-Leaved Iris; Jodlesong
<i>Iris siberica</i>	Siberian Iris; Cabernet
<i>Juniperus davurica</i>	Parsoni
<i>Lagerstromia indica x fauriei</i>	Crape Myrtle; Tuscarora
<i>Lantana montevidensis</i>	Weeping Lantana
<i>Lavender</i> spp.	Lavender; Munstead
<i>Leontopodium alpinum</i>	Edelweiss

continued...

Table 2. Tolerant Ornamental Species/Varieties - All States Except CA (continued)

Scientific name	Common name
<i>Ligustrum sinense</i>	Chinese Privet; Variegata
<i>Liriope muscari</i> var. <i>variegata</i>	Liriope, Variegated
<i>Lobelia cardinalis</i>	Cardinal Flower, Indian Pink
<i>Loropetalum chinense</i>	Burgundy
<i>Lythrum</i> spp.	Loosestrife; Modern Pink
<i>Miscanthus sinensis</i>	Yaku Jima**, Silberfeder**
<i>Oenothera missouriensis</i>	Evening Primrose
<i>Osmanthus heterophyllus</i>	Osmanthus (False Holly): Gulf Tide
<i>Paeonia suffruticosa</i>	Tree Peony
<i>Pennisetum setaceum</i>	Fountain Grass (Dwarf)**
<i>Physostegia virginiana</i>	Dragonhead, False; Vivid
<i>Quercus shumardii</i>	Oak, Shumard's Red
<i>Raphiolepis umbellata</i>	Yedda Hawthorne
<i>Rhododendron</i> (including Azalea)	'Delaware Valley White'
	'Flame Creeper'
	'Girard Crimson'
	'George L. Tabor'
	'Wakeiebisu'
	'White Gumpo'
<i>Rudbeckia</i> spp.	Black-Eyed Susan: Goldstrum
<i>Saxifraga</i> spp.	Saxifrage; Purple Dome
<i>Scabiosa</i> spp.	Pincushion Flower
<i>Sedum caudicola</i>	Stonecrop; Lidakense
<i>Sedum dasyphyllum</i>	Stonecrop
<i>Sedum spurium</i>	Stonecrop; Dragon's Blood
<i>Spiraea bumalda</i>	Spirea: Anthony Waterer
<i>Syzygium paniculatum</i>	Australian Brushcherry
<i>Teucrium</i> spp.	Germander
<i>Thalictrum dipterocarpum</i>	Meadow Rue
<i>Viburnum suspensum</i>	Arrowood Viburnum

**Not for use on container grown plants.

NEW PLANTINGS, REPLANTING AND ROTATIONAL PLANTINGS

Nursery, landscape, or non-cropped land areas treated with Barricade 4FL should be rotated only to ornamental species listed on this label for 1 year following application unless the following test has shown species safety:

Before planting a species not listed on this label, it is recommended that several test strips of an indicator plant such as wheat, sorghum or corn be sown into the treated area. If the indicator plants germinate and grow normally to a height of 12 inches with normal root development, it is safe to plant.

In areas disturbed by new plantings or replanting of labeled species, it may be necessary to retreat exposed soil to maintain satisfactory weed control, but do not apply more than 48 ozs./A per year.

STORAGE AND DISPOSAL

Do not contaminate water, food, or feed by storage or disposal.

Pesticide Storage

For minor spills, leaks, or other accidental contamination, follow all precautions indicated on this label and clean up immediately. Take special care to avoid contamination of equipment and facilities during clean up and disposal of wastes. In the event of a major spill, fire, or other emergency, call 1-800-888-8372, day or night.

Pesticide Disposal

Wastes resulting from the use of this product may be disposed of on site or at an approved waste disposal facility.

Container Handling [less than 5 gallons]


Non-refillable container. Do not reuse or refill this container. Offer for recycling if available. Triple rinse container (or equivalent) promptly after emptying. Triple rinse as follows: Empty the remaining contents into application equipment or mix tank and drain for 10 seconds after the flow begins to drip. Fill the container $\frac{1}{4}$ full with water and recap. Shake for 10 seconds. Pour rinsate into application equipment or mix tank or store rinsate for later use and disposal. Drain for 10 seconds after the flow begins to drip. Repeat this procedure two more times. Then offer for recycling if available or puncture and dispose of container in a sanitary landfill, or by incineration, or, if allowed by state and local authorities, by burning. If burned, stay out of smoke.

Container Handling [Bulk/Mini-bulk]

Non-refillable container. Do not reuse or refill this container. Offer for recycling if available. Triple rinse container (or equivalent) promptly after emptying. Triple rinse as follows: Empty the remaining contents into application equipment or a mix tank. Fill the container 1/4 full with water. Replace and tighten closures. Tip container on its side and roll it back and forth, ensuring at least one complete revolution, for 30 seconds. Stand the container on its end and tip it back and forth several times. Turn the container over onto its other end and tip it back and forth several times. Empty the rinsate into application equipment or a mix tank or store rinsate for later use and disposal. Repeat this procedure two more times. Then offer for recycling if available or puncture and dispose of in a sanitary landfill, or by incineration, or, if allowed by state and local authorities, by burning. If burned, stay out of smoke.

Chemigation

Do not apply this product through any type of irrigation system unless instructed otherwise in this label.

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the SYNGENTA Logo and the PURPOSE ICON 
are Trademarks of a Syngenta Group Company

Finale® trademark of Bayer AG

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Roundup® trademark of Monsanto Company

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For non-emergency (e.g., current product information), call
Syngenta Crop Protection at 1-800-334-9481.

Manufactured for:
Syngenta Crop Protection, LLC
P.O. Box 18300
Greensboro, North Carolina 27419-8300

SCP 1139A-L10B 1211
4010535



Herbicide

For selective preemergence control of grass and broadleaf weeds in:

- established turfgrasses (excluding golf course putting greens), lawns, and sod nurseries
- container, field-grown, and landscape ornamentals
- established perennial and wildflower plantings
- Christmas tree farms

Active Ingredient:

Prodiamine* 40.7%

Other Ingredients: 59.3%

Total: 100.0%

*CAS No. 29091-21-2

Barricade 4FL contains 4 pounds active ingredient per gallon.

EPA Reg. No. 100-1139

EPA Est. 70815-GA-002

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Manufactured for:

Syngenta Crop Protection, LLC

P.O. Box 18300

Greensboro, North Carolina 27419-8300

SCP 1139A-L10B 1211 4010535

1 gallon

Net Contents

**KEEP OUT OF REACH
OF CHILDREN.**

CAUTION

See additional precautionary statements and directions for use inside booklet.

AGRICULTURAL USE REQUIREMENTS

Use this product only in accordance with its labeling and with the Worker Protection Standard, 40 CFR Part 170. Refer to supplemental labeling under "Agricultural Use Requirements" in the Directions For Use section for information about this standard.

NON-AGRICULTURAL USE REQUIREMENTS

The requirements of this box apply to uses of this product that are **NOT** within the scope of the Worker Protection Standard for agricultural pesticides (40CFR part 170). The "WPS" applies when this product is used to produce agricultural plants on farms, forest or nurseries. Applicators and handlers should wear long-sleeved shirt, long pants, chemical resistant gloves, shoes with socks and protective eyewear. Thoroughly wash face and hands with soap and water after exposure and before eating or smoking. Launder exposed clothing before reuse. Do not allow reentry to treated areas until dust has settled and the turf grass or soil is dry.

STORAGE AND DISPOSAL

Do not contaminate water, food, or feed by storage or disposal.

Pesticide Storage: For minor spills, leaks, or other accidental contamination, follow all precautions indicated on this label and clean up immediately. Take special care to avoid contamination of equipment and facilities during clean up and disposal of wastes. In the event of a major spill, fire, or other emergency, call 1-800-888-8372, day or night.

Pesticide Disposal: Wastes resulting from the use of this product may be disposed of on site or at an approved waste disposal facility.

Container Handling: Non-refillable container. Do not reuse or refill this container. Offer for recycling if available. Triple rinse container (or equivalent) promptly after emptying. Triple rinse as follows: Empty the remaining contents into application equipment or mix tank and drain for 10 seconds after the flow begins to drip. Fill the container 1/4 full with water and recap. Shake for 10 seconds. Pour rinsate into application equipment or mix tank or store rinsate for later use and disposal. Drain for 10 seconds after the flow begins to drip. Repeat this procedure two more times. Then offer for recycling if available or puncture and dispose of container in a sanitary landfill, or by incineration, or, if allowed by state and local authorities, by burning. If burned, stay out of smoke.

Chemigation: Do not apply this product through any type of irrigation system unless instructed otherwise in this label.

syngenta®

BAR CODE # IS
(01) 0 07 02941 37150
LAST DIGIT IS CHECK DIGIT
UCC/EAN 128

**KEEP OUT OF REACH OF
CHILDREN.**

CAUTION

PRECAUTIONARY STATEMENTS

Hazards to Humans and Domestic Animals

CAUTION

May be harmful if swallowed, absorbed through skin, or inhaled. Avoid breathing vapor. Avoid contact with skin, eyes, or clothing. Prolonged or frequently repeated skin contact may cause allergic reactions in some individuals. Wash thoroughly with soap and water after handling. Remove contaminated clothing and wash clothing before reuse.

FIRST AID

If swallowed: Call a poison control center or doctor immediately for treatment advice. Have person sip a glass of water if able to swallow. Do not induce vomiting unless told to do so by a poison control center or doctor. Do not give anything by mouth to an unconscious or convulsing person.

If in eyes: Hold eye open and rinse slowly and gently with water for 15-20 minutes. Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye. Call a poison control center or doctor for treatment advice.

If inhaled: Move person to fresh air. If person is not breathing, call 911 or an ambulance, then give artificial respiration, preferably mouth-to-mouth, if possible. Call a poison control center or doctor for treatment advice.

If on skin or clothing: Take off contaminated clothing. Rinse skin immediately with plenty of water for 15-20 minutes. Call a poison control center or doctor for treatment advice.

Have the product container or label with you when calling a poison control center or doctor, or going for treatment.

HOT LINE NUMBER: For 24 Hour Medical Emergency Assistance (Human or Animal) or Chemical Emergency Assistance (Spill, Leak, Fire, or Accident) Call **1-800-888-8372**.

Environmental Hazards

This product has low solubility in water. At the limit of solubility, this product is not toxic to fish. However, at concentrations substantially above the level of water solubility, it may be toxic to fish. Do not apply directly to water, to areas where surface water is present, or to intertidal areas below the mean high water mark. Drift and runoff from treated areas may be hazardous to aquatic organisms in adjacent sites. Do not contaminate water when disposing of equipment wash water or rinsate.

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Manufactured for:
Syngenta Crop Protection, LLC
P.O. Box 18300
Greensboro, North Carolina 27419-8300

**SCP 1139A-L11B 1211
4010536**

Specimen Label



Gallery[®] SC

SPECIALTY HERBICIDE

®™ Trademarks of Dow AgroSciences, DuPont or Pioneer and their affiliated companies or respective owners

A preemergence herbicide for control of certain broadleaf weeds in:

- Established Turfgrass
- Landscape Ornamentals
- Container Grown Ornamentals
- Field Grown Ornamentals
- Groundcovers/Perennials
- Non-Cropland
- Ornamental Bulbs
- Christmas Tree/Conifer Plantations
- Non-Bearing Fruit and Nut Trees and Non-Bearing Vineyards

Group	21	HERBICIDE
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Active Ingredient:

isoxaben: N-[3-(1-ethyl-1-methylpropyl)-5-isoxazoly]-2,6-dimethoxybenzamide and isomers 45.45%
Other Ingredients 54.55%
Total 100%

Contains 4.16 lb active ingredient per gallon.

Precautionary Statements

Hazards to Humans and Domestic Animals

EPA Reg. No. 62719-658

Keep Out of Reach of Children

CAUTION

Prolonged Or Frequently Repeated Skin Contact May Cause Allergic Reactions In Some Individuals

Personal Protective Equipment (PPE)

Applicators and other handlers must wear:

- Long-sleeved shirt and long pants
- Shoes plus socks
- Chemical-resistant gloves

Follow the manufacturer's instructions for cleaning/maintaining PPE. If no such instructions for washables exist, use detergent and hot water. Keep and wash PPE separately from other laundry.

User Safety Recommendations

Users should:

- Wash hands before eating, drinking, chewing gum, using tobacco or using the toilet.
- Remove clothing/PPE immediately if pesticide gets inside. Then wash thoroughly and put on clean clothing.

Environmental Hazards

Do not apply directly to water, to areas where surface water is present or to intertidal areas below the mean high water mark. Drift may result in reduced germination or emergence of non-target plants adjacent to treated area. Do not contaminate water when cleaning equipment or disposing of equipment washwaters.

Ground Water Advisory: This pesticide has properties and characteristics associated with chemicals detected in ground water. This chemical may leach into ground water if used in areas where soils are permeable, particularly where the water table is shallow.

Surface Water Advisory: This pesticide may impact surface water quality due to runoff of rain water. This is especially true for poorly draining soil and soils with shallow ground water. This product is classified as having a high potential for reaching surface water via runoff for several months or more after application. A level, well-maintained vegetative buffer strip between areas to which this product is applied and surface water features such as ponds, streams, and springs will reduce the potential loading of isoxaben from runoff water and sediment.

Directions for Use

It is a violation of Federal law to use this product in a manner inconsistent with its labeling.

Read all Directions for Use carefully before applying.

Do not apply this product in a way that will contact workers or other persons, either directly or through drift. Only protected handlers may be in the area during application. For any requirements specific to your state or tribe, consult the agency responsible for pesticide regulation.

Agricultural Use Requirements

Use this product only in accordance with its labeling and with the Worker Protection Standard, 40 CFR Part 170. This Standard contains requirements for the protection of agricultural workers on farms, forests, nurseries, and greenhouses, and handlers of agricultural pesticides. It contains requirements for training, decontamination, notification, and emergency assistance. It also contains specific instructions and exceptions pertaining to the statements on this label about personal protective equipment (PPE), and restricted-entry interval. The requirements in this box only apply to uses of this product that are covered by the Worker Protection Standard.

Do not enter or allow worker entry into treated areas during the restricted entry interval (REI) of 12 hours.

PPE required for early entry to treated areas that is permitted under the Worker Protection Standard and that involves contact with anything that has been treated, such as plants, soil, or water, is:

- Coveralls
- Chemical resistant gloves made of any waterproof material
- Shoes plus socks

Non-Agricultural Use Requirements

The requirements of this box apply to uses of this product that are NOT within the scope of the Worker Protection Standard for agricultural pesticides (40 CFR Part 170). The WPS applies when this product is used to produce agricultural plants on farms, forests, nurseries, or greenhouses.

Entry Restrictions for Non-WPS Uses: When this product is applied to turf and ornamental plantings in landscape settings and non-cropland areas, do not allow entry into treated areas until sprays have dried unless wearing coveralls, waterproof gloves, and shoes plus socks.

Storage and Disposal

Do not contaminate water, food or feed by storage or disposal.

Pesticide Storage: Store in original container. Do not store in direct sunlight. Do not store at temperatures above 120°F. In case of leak or spill, contain material and dispose as waste.

Pesticide Disposal: Wastes resulting from the use of this product must be disposed of on site or at an approved waste disposal facility.

Nonrefillable rigid containers 5 gal or less:

Container Handling: Nonrefillable container. Do not reuse or refill this container. Offer for recycling if available or puncture and dispose of in a sanitary landfill, or by incineration, or by other procedures allowed by state and local authorities.

Triple rinse or pressure rinse container (or equivalent) promptly after emptying. **Triple rinse** as follows: Empty the remaining contents into application equipment or a mix tank and drain for 10 seconds after the flow begins to drip. Fill the container 1/4 full with water and recap. Shake for 10 seconds. Pour rinsate into application equipment or a mix tank or store rinsate for later use or disposal. Drain for 10 seconds after the flow begins to drip. Repeat this procedure two more times. **Pressure rinse** as follows: Empty the remaining contents into application equipment or a mix tank and continue to drain for 10 seconds after the flow begins to drip. Hold container upside down over application equipment or mix tank or collect rinsate for later use or disposal. Insert pressure rinsing nozzle in the side of the container, and rinse at about 40 psi for at least 30 seconds. Drain for 10 seconds after the flow begins to drip. Then offer for recycling if available or puncture and dispose of in a sanitary landfill, or by incineration, or by other procedures allowed by state and local authorities.

Storage and Disposal (Cont.)

Refillable rigid containers larger than 5 gal:

Container Handling: Refillable container. Refill this container with pesticide only. Do not reuse this container for any other purpose. Cleaning the container before final disposal is the responsibility of the person disposing of the container. Cleaning before refilling is the responsibility of the refiller. To clean the container before final disposal, empty the remaining contents from this container into application equipment or a mix tank. Fill the container about 10% full with water and, if possible, spray all sides while adding water. If practical, agitate vigorously or recirculate water with the pump for two minutes. Pour or pump rinsate into application equipment or rinsate collection system. Repeat this rinsing procedure two more times. Then offer for recycling if available, or puncture and dispose of in a sanitary landfill, or by incineration, or by other procedures allowed by state and local authorities.

Nonrefillable rigid containers larger than 5 gal:

Container Handling: Nonrefillable container. Do not reuse or refill this container. Offer for recycling if available or puncture and dispose of in a sanitary landfill, or by incineration, or by other procedures allowed by state and local authorities.

Triple rinse or pressure rinse container (or equivalent) promptly after emptying. **Triple rinse** as follows: Empty the remaining contents into application equipment or a mix tank. Fill the container 1/4 full with water. Replace and tighten closures. Tip container on its side and roll it back and forth, ensuring at least one complete revolution, for 30 seconds. Stand the container on its end and tip it back and forth several times. Turn the container over onto its other end and tip it back and forth several times. Empty the rinsate into application equipment or a mix tank or store rinsate for later use or disposal. Repeat this procedure two more times. **Pressure rinse** as follows: Empty the remaining contents into application equipment or a mix tank and continue to drain for 10 seconds after the flow begins to drip. Hold container upside down over application equipment or mix tank or collect rinsate for later use or disposal. Insert pressure rinsing nozzle in the side of the container, and rinse at about 40 psi for at least 30 seconds. Drain for 10 seconds after the flow begins to drip. Then offer for recycling if available, or puncture and dispose of in a sanitary landfill, or by incineration, or by other procedures allowed by state and local authorities.

Product Information

Gallery® SC specialty herbicide is a preemergence product for control of certain broadleaf weeds in established turfgrass, landscape ornamentals, container grown ornamentals, field grown ornamentals, groundcovers/perennials, ornamental bulbs, non-bearing fruit and nut trees and non-bearing vineyards, Christmas tree/conifer plantations and non-cropland areas for example, airports, dry non-irrigation ditchbanks, and dry storm water retention areas, utility rights-of-way, industrial sites, military sites, parking lots, roadsides, storage areas, vacant lots and other non-crop residential areas.

It is permissible to treat non-irrigation ditch banks and transitional areas between upland and lowland sites only when dry. Do not apply directly to water. Note: Consult with local water control authorities before applying this product around public water. Permits may be required.

Apply Gallery SC in late summer to early fall, in early spring, or anytime prior to germination of target weeds, or immediately after cultivation. Gallery SC also demonstrates limited early post-emergent control of hairy bittercress (*Cardamine hirsuta*), and several brassica species such as wild mustard (*Sinapsis arvensis*), black mustard (*Brassica nigra*), wild radish (*Raphanus raphanistrum*) and annual bastardcabbage (*Rapistrum rugosum*).

Use Precautions

Gallery SC controls weeds germinating from seed. Gallery SC does not control established weeds other than the limited exceptions noted in previous paragraph (hairy bittercress and some brassica species), or weeds growing from stolons, rhizomes, or root pieces. Existing weeds should be controlled by cultivation or with postemergence herbicides. Weed residues, prunings, and trash should be removed or thoroughly mixed into the soil prior to application. Soil in non-turfgrass areas should be in good condition and free of clods at the time of application. Gallery SC is stable on the soil surface for up to 21 days, but must be incorporated by moisture to be effective. A single rainfall or sprinkler irrigation of 0.5 inches or more, or flood irrigation after application, is necessary to activate Gallery SC. If Gallery SC is not activated by rainfall or irrigation within 21 days after application, erratic weed control may result. In non-turfgrass areas, if weeds emerge due to lack of rainfall or irrigation, shallow cultivation to a depth of 1 to 2 inches will incorporate the herbicide and destroy existing weeds.

Treatment of Turfgrass or Ornamental Species Not Listed on the Label

Although this label contains a large number of ornamental species, it is not possible to include all of the ornamental plants that may be encountered in nursery or landscape settings. Users who wish to use Gallery SC on a plant species not listed on this label may determine the suitability for such use by treating a small area or small number of plants at a specified rate. Prior to treatment of larger areas, the treated area/plants should be observed for any sign of herbicidal injury during 30 to 60 days of typical growing conditions. The user assumes the responsibility for any plant damage or other liability resulting from use of Gallery SC on species not listed on this label.

Use Restrictions

Chemigation: Do not apply Gallery SC through any type of irrigation system.

Not for sale, distribution or use in New York State.

Do not apply by air.

Do not apply Gallery SC to turfgrass grown for seed.

Weed Resistance Management:

Isoxaben, the active ingredient in this product, is a Group 21 herbicide based on the mode of action classification system of the Weed Science Society of America. Any weed population may contain plants naturally resistant to Group 21 herbicides. Such resistant weed plants may not be effectively managed using Group 21 herbicides but may be effectively managed utilizing another herbicide alone or in mixtures from a different Group and/or by using cultural or mechanical practices. However, an herbicide mode of action classification by itself may not adequately address specific weeds that are resistant to specific herbicides. Consult your local company representative, state cooperative extension service, professional consultants or other qualified authorities to determine appropriate actions for treating specific resistant weeds or to report herbicide failures.

Best Management Practices:

Proactively implementing diversified weed control strategies to minimize selection for weed populations resistant to one or more herbicides is recommended. A diversified weed management program may include the use of multiple herbicides with different modes of action and overlapping weed spectrum with or without tillage operations and/or other cultural practices. Research has demonstrated that using the labeled rate and directions for use is important to delay the selection for resistance. It is recommended to scout for weeds before Gallery SC application for identification and growth stage, and after application to facilitate the early identification of weed shifts and/or weed resistance and thus provide direction on future weed management practices. One of the best ways to contain resistant populations is to implement measures to avoid allowing weeds to reproduce by seed or to proliferate vegetatively. Cleaning equipment between sites and avoiding movement of plant material between sites will greatly aid in retarding the spread of resistant weed seed.

Spray Drift Management:

Spray equipment and weather affect spray drift. Consider all factors when making application decisions.

Where states have more stringent regulations, they must be observed.

Avoiding spray drift is the responsibility of the applicator or grower.

To reduce the potential for drift, the application equipment must be set to apply medium to coarse droplets (i.e., ASAE Standard 572) with corresponding spray pressure. Use high flow rate nozzles to apply the highest practical spray volume. With most nozzle types, narrower spray angles produce larger droplets. Follow the nozzle manufacturer's directions on pressure, orientation, spray volume, etc. in order to minimize drift and optimize coverage and control.

Wind: Avoid making applications when spray particles may be carried by air currents to areas where sensitive crops and non-target plants are growing. Do not spray near sensitive plants if wind is gusty, below 2 mph, or in excess of 10 mph and moving in the direction of adjacent areas of sensitive areas. Local terrain may influence wind patterns; the applicator must be familiar with local conditions and understand how they may impact spray drift.

Sensitive Areas: Sensitive areas to this product are defined as bodies of water (ponds, lakes, rivers, streams, and ditches), wetlands, habitats of endangered species, and non-labeled agricultural crop areas. Applicators must take all precautions necessary to keep spray drift from reaching those areas.

Temperature Inversion: A surface temperature inversion (i.e., increasing temperature with increasing altitude) greatly increases the potential for drift. Presence of ground fog is a good indicator of a surface temperature inversion. Do not apply during temperature inversions. Always make applications when there is some air movement to determine the direction and distance of possible spray drift.

Boom Height: Set the boom and make applications at the lowest height that safely permits uniform coverage of the soil and minimizes droplet evaporation. Boom or nozzle shielding can reduce the effects of wind or air currents on drift. Verify that the shields do not interfere with uniform deposition of product prior to application.

Application Directions

Apply Gallery SC with a properly calibrated low pressure herbicide sprayer that provides uniform spray distribution. Nozzle screens should be no finer than 50 mesh (50 mesh is finer than 16 mesh). In-line screens and strainers should be no finer than 16 mesh. Apply Gallery SC in 10 gallons or more of water carrier per acre. As the spray volume decreases, the importance of accurate calibration and uniform application increases. Take precautions to avoid spray drift when applying Gallery SC. Drift may result in reduced germination or emergence of non-target plants adjacent to the treated area. Maintain agitation from mixing through application. Avoid boom overlaps that will increase rates above those specified. Calibrate application equipment prior to use according to manufacturer's directions. Check calibration frequently to be sure equipment is working properly and distributing spray uniformly.

Mixing Directions

Gallery SC - Alone

Check to be sure spray equipment is clean and not contaminated with other herbicides. Using clean water, fill the tank to 1/2 of the final volume required and start agitation. Add the required quantity of Gallery SC to the spray tank, continue agitation and complete filling the tank. Maintain agitation during filling and throughout application. Sparger pipe agitation generally provides the best agitation.

If spraying and agitation is stopped, Gallery SC may settle to the bottom of the spray tank. If settling occurs, material must be re-suspended before continuing spray application. Clean the spray tank, lines and screens thoroughly after use.

Application Rate Conversion Table for Gallery SC

lb ai/A	fl oz per acre	fl oz per 1000 sq ft	mls per 1000 sq ft
0.50	16	0.3	10
0.75	23	0.5	16
1.00	31	0.7	21

Do not repeat applications of 31 fl oz per acre Gallery SC sooner than 60 days after a previous application of Gallery SC. Do not apply more than a total of 124 fl oz/A of Gallery SC per acre within a 12-month period.

Gallery SC - Tank Mix

Gallery SC may be applied in tank mix combination with labeled rates of other products provided (1) the tank mix product is labeled for the crop, timing and method of application for the use site to be treated; (2) tank mixing with Gallery SC is not prohibited by the label of the tank mix product; and (3) the tank mix combination is compatible as determined by a "jar test" described in the Tank Mix Compatibility Testing section below.

Fill the spray tank to 1/4 to 3/4 of the final volume required. Start Agitation. Add different formulation types in the order indicated below, allowing time for complete dispersion and mixing after addition of each product. Allow extra dispersion and mixing time for dry flowable products.

Add different formulation types in the following order:

- (1) Water dispersible granules
- (2) Wettable powders
- (3) Aqueous suspensions (such as Gallery SC)

Maintain agitation and fill spray tank to 3/4 of total spray volume.

Then add:

- (4) Emulsifiable concentrates and water-based solutions
- (5) Spray adjuvants, surfactants and oils
- (6) Foliar fertilizers

Agitate continuously until each product is completely dispersed in water, and add water to the final volume. Maintain agitation during filling and through application. If a buildup of materials is observed on the walls of the spray tank, wash the tank with soapy water between fillings, rinse and then continue the spraying operation. Follow label directions for each material added to the tank. It is the pesticide user's responsibility to ensure that all products in the listed mixtures are registered for the intended use. Users must follow the most restrictive directions for use and precautionary statements of each product in the tank mixture.

Premixing: Dry and flowable formulations may be premixed with water (slurried) and added to the spray tank through a 20 to 35 mesh screen. This procedure assures good initial dispersion of these formulation types.

Tank Mix Compatibility Testing: A jar test is recommended prior to tank mixing to ensure compatibility of Gallery SC and other pesticides. Use a clear glass quart jar with lid and mix the tank mix ingredients in their

relative proportions. Invert the jar containing the mixture several times and observe the mixture for approximately 1/2 hour. If the mixture balls-up, forms flakes, sludges, jels, oily films or layers, or other precipitates, it is not compatible and the tank mix combination should not be used.

Weeds Controlled or Suppressed

Weeds controlled when applied at 16 fl oz per acre (0.3 fl oz or 10 mls per 1000 sq ft):

Common Name

aster, slender
bursage, annual
burweed, lawn
celery, wild
chickweed, common
clover, white
cudweed, purple
fiddleneck, coast
filaree, redstem
fleabane, blackleaved
fleabane, dwarf
groundcherry, lanceleaf
Henbit
knotweed, prostrate
lambquarters, common
mallow, little
mustard, Indian
mustard, wild
nightshade, black
pepperweed, Virginia
pigweed
pineappleweed
plantain, slender
purslane, common
radish, wild
ragweed, common
rocket, London
shepherd's-purse
sibara
smartweed, Pennsylvania
sowthistle, annual
speedwell, purslane
telegraphplant
thistle, Russian

Scientific Name

Symphyotrichum divaricatum
Ambrosia acanthicarpa
Soliva sessilis
Cyclospermum leptophyllum
Stellaria media
Trifolium repens
Gnaphalium purpureum
Amsinckia menziesii var. *intermedia*
Erodium cicutarium
Conyza bonariensis
Conyza ramosissima
Physalis angulata
Lamium amplexicaule
Polygonum aviculare
Chenopodium album
Malva parviflora
Brassica juncea
Sinapis arvensis
Solanum nigrum
Lepidium virginicum
Amaranthus spp.
Matricaria discoidea
Plantago heterophylla
Portulaca oleracea
Raphanus raphanistrum
Ambrosia artemisiifolia
Sisymbrium irio
Capsella bursa-pastoris
Sibara virginica
Polygonum pensylvanicum
Sonchus oleraceus
Veronica peregrina
Heterotheca grandiflora
Salsola tragus

Weeds controlled when applied at 23 fl oz per acre (0.5 fl oz or 16 mls per 1000 sq ft):

Common Name

aster, heath
bittercress, little
bittercress, hairy
brassbuttons, southern
carrot, wild
chamber-bitter
chickweed, mouseear
dandelion
eclipta
galinsoga, hairy
geranium, Carolina
horseweed (or maretail)
ladysthumb
lespedeza, Japanese
lettuce, prickly
mallow, common
mayweed, chamomile
morningglory, ivyleaf
mustard, black
pennywort
plantain, bracted
plantain, broadleaf
plantain, buckhorn
pokeweed, common
rockpurslane, redmaids
sida, prickly
sorrell, red
speedwell, thymeleaf
spurge, hyssop
spurge, spotted
sweetclover, yellow
tansymustard, green
woodsorrel, yellow

Scientific Name

Symphyotrichum ericoides
Cardamine oligosperma
Cardamine hirsuta
Cotula australis
Daucus carota
Phyllanthus urinaria
Cerastium fontanum ssp. *vulgare*
Taraxacum officinale
Eclipta prostrata
Galinsoga quadriradiata
Geranium carolinianum
Conyza canadensis
Polygonum persicaria
Lespedeza striata
Lactuca serriola
Malva neglecta
Anthemis cotula
Ipomoea hederacea
Brassica nigra
Hydrocotyle spp.
Plantago aristata
Plantago major
Plantago lanceolata
Phytolacca americana
Calandrinia ciliata
Sida spinosa
Rumex acetosella
Veronica serpyllifolia
Chamaesyce hyssopifolia
Chamaesyce maculata
Melilotus officinalis
Descurainia pinnata ssp. *brachycarpa*
Oxalis stricta

Weeds Controlled or Suppressed (Cont.)

Weeds controlled when applied at 31 fl oz per acre (0.7 fl oz or 21 mls per 1000 sq ft):

Common Name	Scientific Name
burclover, California	<i>Medicago polymorpha</i>
dogfennel	<i>Eupatorium capillifolium</i>
eveningprimrose	<i>Oenothera</i> spp.
fescue, rattail	<i>Vulpia myuros</i>
filaree, whitestem	<i>Erodium moschatum</i>
goosefoot, nettleleaf	<i>Chenopodium murale</i>
groundsel, common	<i>Senecio vulgaris</i>
jimsonweed	<i>Datura stramonium</i>
knotweed, silversheath	<i>Polygonum argyrocoleon</i>
kochia	<i>Kochia scoparia</i>
medic, black	<i>Medicago lupulina</i>
mullein, turkey	<i>Croton setigerus</i>
nettle, burning	<i>Urtica urens</i>
ox tongue, bristly	<i>Picris echioides</i>
parthenium weed	<i>Parthenium hysterophorus</i>
pimpernel, scarlet	<i>Anagallis arvensis</i>
sowthistle, spiny	<i>Sonchus asper</i>
spurge, petty	<i>Euphorbia peplus</i>
spurge, prostrate	<i>Chamaesyce humistrata</i>
sunflower	<i>Helianthus</i> spp.
swinecress	<i>Coronopus didymus</i>
thistle, musk	<i>Carduus nutans</i>
willoweed, panicle	<i>Epilobium brachycarpum</i>
woodsorrel, creeping	<i>Oxalis corniculata</i>

Weeds partially controlled or suppressed when applied at 31 fl oz per acre (0.7 fl oz or 21 mls per 1000 sq ft):

Common Name	Scientific Name
bindweed, field	<i>Convolvulus arvensis</i>
carpetweed	<i>Mollugo verticillata</i>
dock, curly	<i>Rumex crispus</i>
mallow, Venice	<i>Hibiscus trionum</i>
milkweed, honeyvine	<i>Cynanchum laeve</i>
morningglory, tall	<i>Ipomoea purpurea</i>
pusley, Florida	<i>Richardia scabra</i>

Uses

Established Turfgrass

Use Gallery SC as a preemergence treatment for control of certain broadleaf weeds in established cool season and warm season turfgrass.

Apply Gallery SC anytime prior to germination of target weeds.

Do not repeat applications of 31 fl oz per acre Gallery SC sooner than 60 days after a previous application of Gallery SC. Do not apply more than a total of 124 fl oz/A of Gallery SC per acre within a 12-month period.

Note: Refer to the Product Information section of this label for use precautions and restrictions and information on mixing and application, application rates, and weeds controlled prior to using this product.

Tank Mixing

Gallery SC may be tank mixed with Dimension® herbicide and applied as a preemergence treatment to broaden the spectrum of annual grass and broadleaf weed control. Gallery SC may also be applied as a separate treatment to supplement the effectiveness of Team® 2G herbicide in cool and warm season turfgrass. Gallery SC may be tank mixed with post emergence broadleaf herbicides registered for use on established turfgrass to control existing broadleaf weeds to provide residual preemergence broadleaf weed control. Applied as directed, Gallery SC in tank mix with other products registered for use on turfgrass will provide control of susceptible weed species listed on the respective labels. When using Gallery SC in tank mix combinations with other products, read and follow all applicable use directions, precautions, and limitations on the respective product labels. Refer to tank mix instructions for Gallery SC in the Mixing Directions section. It is the pesticide user's responsibility to ensure that all products in the listed mixtures are registered for the intended use. Users must follow the most restrictive directions for use and precautionary statements of each product in the tank mixture.

Specific Use Restrictions:

Apply Gallery SC to newly seeded turfgrass (including overseeded turfgrass) **only** after seedlings are established (three leaf stage and tillering) and well rooted. Do not overseed established turfgrass sooner than 60 days following an application of Gallery SC.

- Do not apply Gallery SC to golf course putting greens.
- Do not apply Gallery SC to dichondra.
- Do not apply Gallery SC to turfgrass grown for seed.

Use Gallery SC on the following turfgrass species:

Common Name	Scientific Name
Established Cool Season Turfgrass	
bentgrass, creeping	<i>Agrostis stolonifera</i>
bentgrass, colonial	<i>Agrostis tenuis</i>
bluegrass, Kentucky	<i>Poa pratensis</i>
fescue, chewing	<i>Festuca rubra</i> var. <i>commutata</i>
fescue, creeping red	<i>Festuca rubra</i>
fescue, sheeps	<i>Festuca ovina</i>
fescue, tall	<i>Festuca arundinaceae</i>
ryegrass, perennial	<i>Lolium perenne</i>

Established Warm Season Turfgrass¹

bahiagrass	<i>Paspalum notatum</i>
bermudagrass	<i>Cynodon dactylon</i>
buffalograss	<i>Buchloe dactyloides</i>
centipedegrass	<i>Eremochloa ophiuroides</i>
fescue, tall (growing in warm season areas)	<i>Festuca arundinaceae</i>
Seashore paspalum	<i>Paspalum vaginatum</i>
St. Augustinegrass	<i>Stenotaphrum secundatum</i>
zoysiagrass	<i>Zoysia japonica</i>
zoysiagrass	<i>Zoysia tenuifolia</i>

¹Sprigged Warm Season Turfgrass: Use Gallery SC post-sprigging as a preemergence treatment for control of certain broadleaf weeds in warm season turfgrass. Apply anytime after sprigging in the following turfgrass species: bermudagrass, bahiagrass, St. Augustinegrass, centipedegrass and buffalograss. Do not apply more than 23 fl oz of Gallery SC per acre during the establishment phase for newly sprigged warm season turfgrass. Do not apply Gallery SC to varieties of dwarf-type bermudagrass or to any turfgrass species being sprigged on golf course tees or greens.

Ornamental Plantings, Non-Bearing Fruit and Nut Trees and Non-Bearing Vineyards

Use Gallery SC as a preemergence treatment for control of certain broadleaf weeds in landscape ornamentals, container grown ornamentals, field grown ornamentals, groundcovers/perennials, non-bearing fruit and nut trees and non-bearing vineyards.

Apply Gallery SC anytime prior to germination of target weeds or immediately after cultivation.

For non-Bearing Fruit and Nut Trees and Non-Bearing Vineyards, make a single application prior to germination of target weeds or immediately after cultivation. Application is to be made in a minimum of 10 gal/A. Do not exceed 1.0 lb ai/A/yr.

Non-bearing means trees or vines where nuts and/or fruit are not harvested for food within one year of treatment.

Note: Refer to the Product Information section of this label for use precautions and restrictions and information on mixing and application, application rates, and weeds controlled prior to using this product.

Tank Mixing

Gallery SC may be tank mixed with Accord XRT II or other postemergence herbicides registered for control of existing unwanted vegetation in labeled use sites and recommended crops to provide residual preemergence broadleaf weed control. Gallery SC may also be tank mixed with Dimension and applied preemergence to provide broad spectrum control of annual grasses and broadleaf weeds in ornamental areas and non-bearing fruit and nut trees and non-bearing vineyards and other use sites where both products are labeled. Applied as directed, tank mixes of Gallery SC will provide control of susceptible weed species listed on the respective labels. When using Gallery SC in tank mix combination with other products, read and follow all applicable use directions, precautions, tolerant species listings and limitations on the respective product labels. Refer to tank mix instructions for Gallery SC in the Mixing Directions section. It is the pesticide user's responsibility to ensure that all products in the listed mixtures are registered for the intended use. Users must follow the most restrictive directions for use and precautionary statements of each product in the tank mixture.

Note: Do not apply sprays containing Accord XRT II, glyphosate or other non-selective herbicides over the top of ornamental plants. Extreme care must be exercised to prevent contact of sprays containing glyphosate with foliage or stems of turfgrass, trees, shrubs, or other desirable vegetation since severe damage or death may result. If spraying glyphosate in areas adjacent to desirable plants, use a shield to prevent spray from contacting foliage or stems of desirable plants.

Specific Use Precautions:

Injury may be incurred if Gallery SC is applied in the following manner. Grower assumes all risk if Gallery SC is applied to:

- Nursery, forest, or Christmas tree seedling beds, cutting beds, or transplant beds
- Unrooted liners or cuttings that have been planted in pots for the first time
- Pots less than six inches wide
- Groundcovers until they are established and well rooted
- Bedding plants or areas where bedding plants will be planted or transplanted within one year after application

Applications of Gallery SC over the top of plants with newly forming buds may cause injury. Possible plant injury may be avoided by application as a directed spray to the soil surface beneath ornamental plants.

When planting into a site treated with Gallery SC in the past 8 months, use untreated soil as fill around roots when replacing plants or injury may occur.

Specific Use Restrictions:

Do not apply Gallery SC to newly transplanted ornamentals, nursery stock, groundcovers, non-bearing fruit and nut trees, non-bearing vineyards or ornamental bulbs, until soil or potting media has been settled by packing and irrigation or rainfall and no cracks are present or plant injury may occur.

Note: Injury to certain ornamental plants has been observed following application of Gallery SC. To avoid plant injury, do not use Gallery SC for weed control in the following ornamental plant species:

Scientific Name	Common Name
<i>Ajuga</i> spp.	bugleweed or ajuga
<i>Brassica</i> spp.	mustard
<i>Echinacea purpurea</i>	purple coneflower
<i>Euonymus alatus 'Compacta'</i>	dwarf burning bush
<i>Euphorbia</i> spp.	spurge
<i>Hydrangea</i> spp. (those cultivars not listed as tolerant on this label)	hydrangea
<i>Iberis</i> spp.	candytuft
<i>Juniperus horizontalis 'Prince of Wales'</i>	Prince of Wales juniper
<i>Melaleuca quinquenervia</i>	cajeput tree
<i>Rhododendron caroliniaum</i>	Carolina rhododendron
<i>Rhododendron catawbiense</i>	roseum elegans rhododendron
<i>'Roseum elegans'</i>	
<i>Sedum</i> spp. (those cultivars not listed as tolerant on this label)	stonecrop
<i>Yucca recurvifolia</i>	green yucca

Gallery SC may be used in the culture of the following established plant species: (Note: Limitations on treatment methods)

Trees

Scientific Name	Common Name	Treatment Method ¹
<i>Abies balsamea</i>	balsam fir	C, F
<i>Abies concolor</i>	white or concolor fir	F
<i>Abutilon hybridum</i>	albus-flowering maple	C, F
	luteus-flowering maple	C, F
	roseus-flowering maple	C, F
	tangerine-flowering maple	C, F
	vesuvius red-flowering maple	F
<i>Acer ginnala</i>	flame maple	F
<i>Acer rubrum</i>	red maple	F
	red sunset maple	F
<i>Acer saccharinum</i>	silver maple	C, F
<i>Acoelorrhapha whrightii</i>	Everglades palm	C, F
<i>Albizia julibrissin</i>	silk tree	C, F
<i>Alsophila australis</i>	Australian tree fern	C, F
<i>Archontophoenix cunninghamiana</i>	king palm	C, F
<i>Areacastrum romanzoffianum</i>	queen palm	C, F
<i>Araucaria heterophylla</i>	Norfolk island pine	C, F
<i>Bauhinia galpinii</i>	red bauhinia	C, F
<i>Betula nigra</i>	river birch	C, F
<i>Betula papyrifera</i>	paper birch	F
<i>Betula pendula</i>	European white birch	C, F
<i>Brachychiton populneus</i>	bottle tree	C, F
<i>Bucida buceras</i>	black olive	F
<i>Butia capitata</i>	Blue pindo palm	C, F
<i>Ceratonia siliqua</i>	carob	F
<i>Cercis canadensis</i>	redbud	C, F
<i>Chamaecyparis obtusa</i>	filicoides-fernspray cypress	F
	gracilis-slender hinoki cypress	F
<i>Chamaecyparis pisifera</i>	sawara-false cypress	F
	squarrosa-moss cypress	F
<i>Chamaedorea cataractarum</i>	cat palm	F
	palm	C, F
<i>Chamaedorea costaricana</i>	palm	C, F
<i>Chamaedorea elegans</i>	parlor palm	C, F
<i>Chamaerops humilis</i>	Mediterranean fan palm	C, F
<i>Chitalpa tashkentensis</i>	Pink dawn chitalpa tree	C, F
<i>Cornus florida</i>	cloud nine dogwood	C, F
	flowering dogwood	C, F
	kousa dogwood	C, F
<i>Cornus kousa</i>	green hawthorn	F
<i>Crataegus viridis</i>	Japanese cryptomeria	C, F
<i>Cryptomeria japonica</i>	carrot wood	F
<i>Cupaniopsis anacardioides</i>	Arizona cypress	F
<i>Cupressus arizonicus</i> or <i>glabra</i>	blue pyramid cypress	C, F
<i>Cupressus ariz 'Blue Pyramid'</i>	emerald isle leyland cypress	C, F
<i>Cupressocyparis leylandii 'Emerald Isle'</i>	Naylor's blue leyland cypress	C, F
<i>Cupressocyparis leylandii 'Naylor's Blue'</i>	Italian cypress	C, F
<i>Cupressus sempervirens</i>	glauca Italian cypress	C, F
<i>Cupressus sempervirens 'Glauca'</i>	sago palm	C, F
<i>Cycas revoluta</i>	Russian olive	C, F
<i>Elaeagnus angustifolia</i>	gilt edge elaeagnus	C, F
<i>Elaeagnus x ebbengei 'Gilt edge'</i>	red gum eucalyptus	F
<i>Eucalyptus camaldulensis</i>		

Trees (Cont.)

Scientific Name	Common Name	Treatment Method ¹
<i>Eucalyptus cinerea</i>	mealy eucalyptus	F
	silver dollar eucalyptus	F
<i>Eucalyptus microtheca</i>	coolibah tree	C, F
<i>Eucalyptus sideroxylon</i>	red ironbark eucalyptus	F
<i>Fagus sylvatica</i>	European beech	C, F
<i>Ficus benjamina</i>	figus	C, F
	mini ficus	C, F
<i>Fraxinus udhei</i>	shamel ash	C, F
<i>Ginkgo biloba</i>	ginkgo (maidenhair tree)	F
<i>Gleditsia triacanthos</i> var. <i>inermis</i>	thornless honeylocust	F
<i>Gleditsia triacanthos</i> var. <i>inermis</i>	shademaster honeylocust	F
<i>Heteromeles arbutiflora</i>	toyon	F
<i>Illicium floridanum</i>	Florida anise-tree	C, F
<i>Juniperus virginiana</i>	eastern redcedar	C, F
<i>Leptospermum scoparium</i>	New Zealand tea tree	C, F
	ruby glow New Zealand tea tree	F
<i>Liquidambar styraciflua</i>	American sweetgum	F
<i>Magnolia grandiflora</i>	D. D. Blanchard magnolia	C, F
	southern magnolia	C, F
<i>Magnolia soulangeana</i>	saucer magnolia	C, F
<i>Magnolia stellata</i>	royal star magnolia	C, F
<i>Malus sargentii</i>	crabapple non-bearing	C, F
<i>Morus alba</i>	white mulberry	F
<i>Musa aluminata</i>	banana	C, F
<i>Oxydendrum arboreum</i>	sourwood	C, F
<i>Picea abies</i>	pendula-weeping Norway spruce	C, F
	repens-spreading Norway spruce	C, F
	Norway spruce	C, F
<i>Picea glauca</i>	white spruce	C, F
<i>Picea glauca</i> 'Conica'	dwarf alberta spruce	F
<i>Picea pungens</i>	Colorado spruce	C, F
<i>Picea pungens</i> 'Glaucua'	Colorado blue spruce	C, F
<i>Picea pungens</i> 'Hoopsia'	hoopsi blue spruce	C, F
<i>Picea pungens</i> 'Koster'	koster blue spruce	F
<i>Pinus aristata</i>	bristlecone pine	F
<i>Pinus canariensis</i>	canary Island pine	F
<i>Pinus contorta</i>	shore pine, beach pine	F
<i>Pinus eldarica</i>	eldarica pine	C, F
<i>Pinus leucodermis</i>	Bosnian pine	C, F
<i>Pinus mugo</i> var. <i>pumilio</i>	pumilio mugo pine	C, F
<i>Pinus nigra</i>	Austrian black pine	C, F
<i>Pinus ponderosa</i>	Ponderosa pine	C, F
<i>Pinus radiata</i>	monterey pine	F
<i>Pinus strobus</i>	eastern white pine	C, F
	white pine	C, F
<i>Pinus sylvestris</i>	columnar Scotch pine	C, F
	Scotch pine	C, F
<i>Pinus thunbergii</i>	Japanese black pine	C, F
<i>Platanus occidentalis</i>	American sycamore	F
<i>Platanus racemosa</i>	California sycamore	F
<i>Podocarpus</i> spp.	podocarpus	F
<i>Podocarpus henkelii</i>	long leafed yellowwood	C, F
<i>Populus deltoides</i>	cottonwood	F
<i>Prosopis chilensis</i>	Chilean mesquite	C, F
<i>Prunus yedoensis</i>	voshino flowering cherry	C, F
<i>Prunus caroliniana</i>	Carolina laurel cherry	C, F
	bright 'n tight Carolina laurel cherry	C, F
<i>Prunus laurocerasus</i>	English laurel	C, F
<i>Quercus ilicifolia</i>	bear oak	F
<i>Quercus laurefolia</i>	laurel oak	C, F
<i>Quercus palustris</i>	pin oak	F
<i>Quercus phellos</i>	willow oak	C, F
<i>Quercus rubra</i>	red oak	C, F
<i>Quercus shumardii</i>	shumard oak	C, F
<i>Quercus virginiana</i>	live oak	C, F
<i>Ravenea rivularis</i>	majesty palm	C, F
<i>Salix babylonica</i>	Babylon weeping willow	F
<i>Salix matsudana</i> 'Torulosa'	corkscrew willow	F
<i>Sequoiadendron giganteum</i>	giant sequoia	F
<i>Sequoia sempervirens</i>	coast redwood	C, F
<i>Swietenia mahogani</i>	mahogany	F
<i>Syagrus romanzoffianum</i>	queen palm	C, F
<i>Tabebuia caraiba</i>	yellow tab	F
<i>Taxodium distichum</i>	bald cypress	C, F
<i>Trachycarpus fortunei</i>	windmill palm	C, F

Shrubs (Cont.)

Scientific Name	Common Name	Treatment Method ¹
<i>Cornus alba</i>	sibirica-Siberian dogwood	C, F
<i>Cornus sericea</i>	baileyi redosier dogwood	F
	flaviramea yellowtwig dogwood	F
<i>Corylus americanus</i> 'Contorta'	Harry Lauder's walking stick	C, F
<i>Cotinus coggygia</i>	royal purple smoke tree	C, F
<i>Cotinus coggygia obovatus</i>	Grace smoke tree	C, F
<i>Cotinus dammeri</i>	coral beauty smoke tree	C, F
	eichholz smoke tree	C, F
<i>Cotoneaster adpressus</i>	praecox-early cotoneaster	C, F
<i>Cotoneaster apiculatus</i>	cranberry cotoneaster	C, F
<i>Cotoneaster congestus</i>	Pyrenees cotoneaster	C, F
<i>Cotoneaster dammeri</i>	bearberry cotoneaster	C, F
<i>Cotoneaster himalayan</i>	Himalayan cotoneaster	C, F
<i>Cotoneaster horizontalis</i>	rock cotoneaster	C, F
<i>Cycas revoluta</i>	sago palm	C, F
<i>Cyrtomium fortunei</i>	holly fern	C, F
<i>Cytisus praecox</i>	hollandia-warminster broom	C, F
<i>Cytisus scoparius</i>	lena-Scotch broom	C, F
<i>Cytisus spp.</i>	holandia-Scotch broom	F
	allgold warminster broom	C, F
	lilac time broom	C, F
<i>Dalea greggii</i>	trailing indigo bush	C, F
<i>Daphne cneorum</i>	rose daphne	C, F
<i>Daphne odora</i>	fragrant daphne	C, F
<i>Deutzia crenata</i>	nakiana-dwarf deutzia	C, F
<i>Deutzia gracilis</i>	slender gracilis	C, F
<i>Dodonea viscosa</i>	hopseed bush	F
<i>Enkianthus companulatus</i>	red-veined enkianthus	C, F
<i>Elaeagnus pungens</i>	fruitland silver berry	C, F
<i>Erica cinerea</i>	purple bell heather	C, F
<i>Erica vagans</i>	cornish heather	C, F
<i>Erica x darleyensa</i>	Mediterranean pink heather	C, F
<i>Escallonia spp.</i>	escallonia	C, F
<i>Escallonia x exoniensis</i>	Fradesi pink princess escallonia	C, F
<i>Eugenia myrtifolia</i>	teenie genie brushcherry	C, F
<i>Eugenia myrtifolia</i> 'Globulus'	dwarf brush cherry	C, F
<i>Euonymus fortunei</i>	canadale gold euonymus	C, F
	Emerald gaiety wintercreeper	C, F
	emerald 'n gold euonymus	F
	sunspot euonymus	C, F
<i>Euonymus japonicus</i>	silver king euonymus	F
	chollipo euonymus	C, F
	gold spot euonymus	C, F
	silver princess euonymus	C, F
	variegated evergreen euonymus	C, F
<i>Euonymus kiatschovicus</i>	spreading euonymus	C, F
<i>Euonymus kiatschovicus</i> 'Manhattan'	Manhattan euonymus	C, F
<i>Euonymus vegetus</i>	bigleaf wintercreeper	C, F
<i>Fatsia japonica</i>	Japanese aralia	C, F
<i>Felicia amelloides</i>	blue marguerite	C, F
<i>Forsythia x intermedia</i>	border forsythia	C, F
<i>Forsythia ovate x F. europae</i>	meadowlark forsythia	C, F
<i>Forsythia x 'Spring glory'</i>	spring glory forsythia	C, F
<i>Fuchsia x "Santa Claus"</i>	Santa Claus fuchsia	C, F
<i>Gardenia jasminoides</i>	August beauty gardenia	C, F
	dwarf gardenia	C, F
	miniature gardenia	C, F
	radican gardenia	C, F
<i>Gaultheria procumbens</i>	wintergreen	C, F
<i>Gaultheria shallon</i>	salal/lemon leaf	C, F
<i>Gelsemium sempervirens</i>	Carolina jessamine	C, F
<i>Genista pilosa</i>	woadwaxen	C, F
<i>Hamamelis virginiana</i>	common witch hazel	C, F
<i>Hardenbergia violacea</i>	lilac vine	C, F
<i>Hebe buxifolia</i>	boxleaf hebe	C, F
<i>Hibiscus rosa-sinensis</i>	ross estey-hibiscus	C, F
<i>Hibiscus syriacus</i>	red bird rose of sharon	C, F
	red heart rose of sharon	F
	woodbridge rose of sharon	C, F
<i>Hydrangea quercifolia</i>	'Alice' oakleaf hydrangea	C, F
<i>Ilex aquifolium</i>	Balkans English holly	F
	gold coast English holly	F
<i>Ilex x aquipernyi</i>	San Jose holly	C, F
<i>Ilex x attenuata</i>	foster holly	C, F
	Savannah holly	C, F
<i>Ilex cassine</i>	cassine holly	C, F

Shrubs (Cont.)

Scientific Name

Ilex cornuta

Ilex crenata

Ilex crenata 'Steeds'

Ilex glabra

Ilex glabra

Ilex x meserveae

Ilex x 'Nellie Stevens'

Ilex opaca

Ilex vomitoria

Illicium annisatum

Itea virginica

Ixora collinea

Juniperus chinensis 'Gold Coast'

Juniperus chinensis

Juniperus conferta

Juniperus davurica

Juniperus horizontalis

Juniperus procumbens

Juniperus prostrata

Juniperus sabina

Juniperus scopulorum

Juniperus squamata

Juniperus virginiana

Kalmia latifolia

Lagerstroemia indica

Leucophyllum frutescens

Leucophyllum laevigatum

Leucothoe axillaris

Leucothoe fontanesiana

Ligustrum japonicum

Ligustrum lucidum

Ligustrum ovalifolium

Ligustrum texanum

Ligustrum x vicaryi

Ligustrum vulgare 'Lodense'

Livistona chinensis

Common Name

burford holly

dwarf burford holly

needlepoint holly

carissa holly

Chinese holly

compacta-dwarf Japanese holly

convexa holly

dwarf Chinese holly

green luster holly

helleri-heller's Japanese holly

hetzii's Japanese holly

Sky pencil

steeds Japanese holly

stokesii Japanese holly

compacta-compact inkberry holly

nordica-inkberry holly

blue boy holly

blue girl holly

Blue prince or princess holly

China boy holly

China girl holly

ebony magic holly

Nellie R. Stevens holly

American holly

nana-dwarf yaupon holly

pendula-weeping yaupon holly

yaupon holly

mystery gardenia

Henry's garnet sweetspire

ixora

gold coast juniper

hollywood juniper

media-old gold juniper

pfitzer juniper

pfitzerana glauca-blue juniper

pfitzerana-pfitzer juniper

sea green juniper

torulosa-hollywood juniper

emerald sea shore juniper

shore juniper

parsonii juniper

andorra juniper

bar harbor juniper

blue chip juniper

blue rug juniper

creeping juniper

dwarf andorra juniper

huntington blue juniper

plumosa-andorra juniper

wiltonii-blue carpet juniper

nana-dwarf Japanese garden juniper

prostrata juniper

broadmoor juniper

foemina-hicks juniper

savin juniper

tamariscifolia-tam juniper

emerald green juniper

wichita blue juniper

blue juniper

blue star juniper

parsonii juniper

grey owl juniper

mountain laurel

crape myrtle

Texas sage

chihuahan sage

coast leucothoe

drooping leucothoe

Japanese privet

wax privet

yellow tip privet

glossy privet

California privet

Howard privet

wax leaf privet

golden vicary privet

lodense common privet

Chinese fountain palm

Treatment Method¹

C, F

C, F

C, F

C, F

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Scientific Name

Shrubs (Cont.)

Scientific Name	Common Name	Treatment Method ¹
<i>Rhododendron campylocarpum</i>	butterfly rhododendron	F
<i>Rhododendron carolinianum</i> x <i>dauricum</i>	PJM rhododendron	C, F
<i>Rhododendron catawbiense</i>	catawba album rhododendron	C, F
	catawba rhododendron	C, F
	Lord Roberts rhododendron	C, F
	rocket rhododendron	C, F
<i>Rhododendron caucasicum</i> x <i>ponticum</i>	cunningham white rhododendron	C, F
<i>Rhododendron exbury</i>	cannon's double azalea	C, F
	golden flare azalea	C, F
	Klondike azalea	C, F
<i>Rhododendron forrestii</i> <i>repens</i>	gomer waterer rhododendron	C, F
<i>Rhododendron forrestii</i> x <i>griersonianum</i>	Elizabeth rhododendron	C, F
<i>Rhododendron griffithianum</i>	Jean Marie rhododendron	C, F
<i>Rhododendron impeditum</i>	rhododendron	C, F
<i>Rhododendron indicum</i>	Brilliant azalea	C, F
	formosa azalea	C, F
	Mrs. G.G. Gerbing azalea	C, F
	pride of Mobile azalea	C, F
	waucabusa azalea	C, F
<i>Rhododendron kaempferi</i>	blue danube azalea	C, F
<i>Rhododendron kerume</i>	coral bells azalea	C, F
	hino crimson azalea	C, F
	hino pink azalea	C, F
	Mildred azalea	C, F
	snow azalea	C, F
<i>Rhododendron maximum</i>	rhodie max (rosebay)	C, F
<i>Rhododendron mucronulatum</i>	rhododendron	F
<i>Rhododendron obtusum</i>	Coral bells azalea	C, F
	hino crimson azalea	C, F
<i>Rhododendron ponticum</i>	chionoides rhododendron	C, F
	daphnoides rhododendron	C, F
<i>Rhododendron racemosum</i>	dwarf scarlet wonder rhododendron	C, F
	tribly rhododendron	C, F
	unique rhododendron	C, F
	vulcan rhododendron	C, F
<i>Rhododendron sassthigiatim</i> x <i>carolinianum</i>	ramapo rhododendron	C, F
<i>Rhododendron satsumi</i>	gumpo pink azalea	C, F
	higasa azalea	F
	reijn azalea	C, F
<i>Rhododendron simsii</i>	Red ruffle azalea	C, F
<i>Rhododendron</i> spp. hybrids	American rhododendron	C, F
<i>Rhododendron</i> spp. hybrids	carror azalea	C, F
	fashion azalea	C, F
	English roseum rhododendron	F
	gerard Christina azalea	F
	girard Roberta azalea	C, F
	golden flare exbury azalea	F
	helmut vogel azalea	F
	hershey red azalea	F
	hot shot azalea	C, F
	Girard's crimson azalea	C, F
	H. H Hume azalea	C, F
	Inga azalea	F
	Irene Koster azalea	C, F
	midnight flare azalea	C, F
	nova zembla rhododendron	C, F
	Nuccio's wild cherry azalea	C, F
	President Clay azalea	C, F
	scintillation rhododendron	C, F
	traditional azalea	C, F
<i>Rhus lancea</i>	African sumac	C, F
<i>Rhus typhina</i>	staghorn sumac	C, F
<i>Rosa</i> x 'Flower carpet'	red groundcover rose	C, F
<i>Rosa rugosa</i>	ramanas rose	C, F
<i>Rosmarinus officinalis</i>	rosemary	F
<i>Senecio cineraria</i>	dusty miller	
<i>Skimmia japonica</i>	Japanese skimmia	C, F
<i>Skimmia revesiana</i>	reeve's skimmia	C, F
<i>Solanum rantonetii</i> 'Royal purple'	Paraguay nightshade	C, F
<i>Spiraea</i> x <i>bumalda</i> 'Anthony Waterer'	Anthony Waterer spiraea	C, F
<i>Spiraea</i> x <i>cinerea</i> 'Grefsheim'	first snow spiraea	C, F
<i>Spiraea japonica</i>	dolchia spiraea	C, F
	gold mound	C, F
	Japanese alpine spiraea	C, F
	magic carpet spiraea	C, F
	neon flash spiraea	C, F
	shirobana spiraea	C, F
<i>Spiraea nipponica</i>	Snowmound Nippon spirea	C, F

Scientific Name

¹C=container grown, F=field grown

Scientific Name

Specimen Label Revised 05-05-20

Groundcovers/Perennials (Cont.)

Scientific Name	Common Name	Treatment Method ¹
<i>Callistepheus chinensis</i>	China aster	C, F
<i>Carex albula</i>	frosty curls sedge	C, F
<i>Carex</i> spp.	variegated carex	C, F
<i>Carpobrotus edulis</i>	largeleaf ice plant	F
<i>Catharanthus roseus</i>	Madagascar periwinkle	C, F
<i>Chasmanthium latifolium</i>	northern sea oats	C, F
<i>Chrysanthemum maximum</i>	shasta daisy	C, F
<i>Chrysanthemum</i> spp.	chrysanthemum species	C, F
<i>Cistus purpureus</i>	Brilliant sunset orchid rockrose	C, F
<i>Clivia miniata</i> 'French hybrid'	kafir lily	C, F
<i>Cordylone indiysa</i>	blue dracaena	C, F
<i>Coreopsis verticillata</i>	threadleaf coreopsis	C, F
<i>Coreopsis verticillata</i> 'Moonbeam'	moonbeam coreopsis	C, F
<i>Cortaderia selloana</i>	pampas grass	C, F
<i>Crasulla argentea compacta</i>	crosby compact jade	C, F
<i>Cuphea hyssopifolia</i>	false or Mexican heather	C, F
<i>Cyperus albostratus</i>	dwarf umbrella grass	C, F
<i>Dahlia hybrid Dwarf</i>	dwarf dahlia	C, F
<i>Dahlia x 'Royal Dahlia pink'</i>	dwarf dahlia wendy pink	C, F
<i>Delosperma alba</i>	white iceplant	F
<i>Delosperma cooperi</i>	ice plant	C, F
<i>Delosperma nubigenum</i>	hardy ice plant	C, F
<i>Descampsia caespitosa</i>	descampsia	C, F
<i>Dianthus gratianopolitanus</i> 'Firewitch'	firewitch cheddar pink	C, F
<i>Dianthus gratianopolitanus</i> 'Treasure'	crimson treasure cheddar pink	C, F
<i>Dianthus plumaris</i>	cottage pink	C, F
<i>Dietes vegeta</i>	fortnight lily	C, F
<i>Drosanthemum floribundum</i>	trailing rosea iceplant	F
<i>Drosanthemum hispidum</i>	iceplant	C, F
<i>Dryopteris erythrosora</i>	autumn fern	C, F
<i>Dryopteris ludoviciana</i>	southern shield wood fern	C, F
<i>Dryopteris marginalis</i>	marginal wood fern	C, F
<i>Dryopteris x australis</i>	dixie wood fern	C, F
<i>Dymondia margaritae</i>	diamond marguerite	C, F
<i>Echeveria x black prince</i>	"black prince" hens & chicks	C, F
<i>Echeveria deranosa</i>	'deranosa' hens & chicks	C, F
<i>Echeveria gibbiflora x E. elegans</i>	Echeveria 'perle von Nurnberg'	C, F
<i>Echeveria nodulosa</i>	Mexican hens & chicks	C, F
<i>Echeveria subrigida</i>	red edge echeveria	C, F
<i>Echinocactus grusonii</i>	golden barrel cactus	C, F
<i>Ensete ventricosum</i>	absynnian banana	C, F
<i>Equisetum scirpoides</i>	dwarf horsetail	C, F
<i>Erianthus ravennae</i>	hardy pampasgrass	C, F
<i>Erigeron speciosus</i> 'Darkest of all'	darkest of all fleabane	C, F
<i>Euryops pectinatus</i> 'Munchkin'	dwarf euryops	C, F
<i>Eustoma grandiflorum</i> 'Pink'	pink lisianthus	C, F
<i>Evolvulus nuttallianus</i>	blue daze	C, F
<i>Fatshedra japonica</i>	Japanese aralia	C, F
<i>Festuca ovina glauca</i>	blue fescue	C, F
<i>Gaillardia x grandiflora</i>	blanket flower	C, F
<i>Gaillardia x grandiflora</i> 'Goblin'	goblin blanket flower	F
<i>Gazania</i> spp.	gazania	C, F
<i>Gazania rigens leucolaena</i>	gazania, trailing	C, F
<i>Geranium cinerium</i> "Ballerina"	ballerina cranesbill	C, F
<i>Geranium sanguineum</i> 'Bloody cran'	bloody cranesbill	C, F
<i>Geranium subcaulescens</i>	black eyed magenta cranesbill	C, F
<i>Geum</i> spp.	avens	C, F
<i>Geum quellyon</i>	geum	C, F
<i>Gypsophila paniculata</i>	baby's breath	C, F
<i>Hakonechloa macroaureola</i>	golden hakonechloa	C, F
<i>Hedera canariensis</i>	Algerian ivy	F
<i>Hedera helix</i>	English ivy	C, F
<i>Helichrysum petiolare</i> 'White licorice'	white licorice helichrysum	C, F
<i>Heliotropium fragrans</i>	common heliotrope	C, F
<i>Hemerocallis</i> spp.	daylily	C, F
<i>Hesperaloe parvifolia</i>	red yucca	C, F
<i>Heuchera x 'Bressingham'</i>	bressingham coral bells	C, F
<i>Heuchera micrantha</i>	coral bells	C, F
<i>Hosta 'Francee'</i>	francee plantain lily	C, F
<i>Hosta fortunei</i>	plantain lily	C, F
<i>Hosta lancifolia</i>	albo-marginata hosta	C, F
	narrow leafed plantain lily	C
<i>Hosta x 'Patriot'</i>	patriot plantain lily	C, F
<i>Hosta plantaginea x H. sieboldiana</i>	Royal standard hosta	C, F
<i>Houttuynia cordata</i> 'Chameleon'	chameleon houttuynia	C, F
<i>Hymenoxys acaulis</i>	angelita daisy	C, F
<i>Hypericum</i> spp.	St. Johnswort	C, F
<i>Impatiens walleryana</i> 'Lipstick'	lipstick impatiens	C, F

Groundcovers/Perennials (Cont.)

Scientific Name	Common Name	Treatment Method ¹
<i>Imperata cylindrical</i> 'Rubra'	Japanese blood grass	C, F
<i>Ipomea acuminata</i> 'Blue dawn'	blue dawn morning glory	C, F
<i>Iris pumila</i> 'Yellow'	yellow dwarf bearded iris	C, F
<i>Iris siberica</i>	iris	C, F
<i>Jasminum nitidum</i>	angelwing jasmine	C, F
<i>Jasminum polyanthum</i>	pink jasmine	C, F
<i>Kniphofia uvaria</i> 'Flamenco'	flamenco red hot poker	C, F
<i>Lampranthus spectabilis</i>	trailing iceplant	F
<i>Leptospermum chinensis</i>	nanum ruru pink leptospermum	C, F
<i>Leptospermum scoparium</i>	broom teatree/manuka	C, F
<i>Liatris spicata</i> 'Floristan Violet'	floristan violet gay feather	C, F
<i>Limonium latifolium</i>	sea lavender	C, F
<i>Limonium perezii</i>	statice	C, F
<i>Liriope gigantea</i>	white lily turf	C, F
	giant lily turf	C, F
	lilac beauty lily turf	C, F
	majestic lily turf	C, F
	monroe white lily turf	C, F
	silvery sunproof lily turf	C, F
	variegated liriope lily turf	C, F
	big blue lily turf	C, F
<i>Liriope spicata</i>	green/creeping lily turf	C, F
	silver dragon lily turf	C, F
	Japanese honeysuckle	F
<i>Lonicera japonica</i>	moneywort	C, F
<i>Lysimachia mummularia</i>	dotted loosestrife	C, F
<i>Lysimachia punctata</i>	ostrich fern	C, F
<i>Matteuccia struthiopteris</i>	stock	C, F
<i>Matthiola incana</i> 'Harmony'	eulalia grass	C, F
<i>Miscanthus sinensis</i>	maiden grass	C, F
<i>Miscanthus sinensis</i> 'Gracillimus'	African iris	C, F
<i>Moraea iridioides</i>	ozark sundrops	C, F
<i>Oenothera missouriensis</i>	siskiyou evening primrose	C, F
<i>Oenothera speciosa</i> "Siskiyou pink"	sensitive fern	C, F
<i>Onoclea sensibilis</i>	dwarf mondo grass	C, F
<i>Ophiopogon japonicus</i>	mondo grass	C, F
	oregano	C, F
<i>Origanum libanoticum</i>	cinnamon fern	C, F
<i>Osmunda cinnamomea</i>	royal fern	C, F
<i>Osmunda regalis</i>	trailing African daisy	F
<i>Osteospermum fruticosum</i>	Japanese spurge	C, F
<i>Pachysandra terminalis</i>	green sheen Japanese spurge	C, F
<i>Pachysandra terminalis</i> 'Green sheen'	Pachyveria	C, F
<i>Pachyveria haagii</i>	Virginia creeper	C, F
<i>Parthenocissus quinquefolia</i>	zonal geranium	C, F
<i>Pelargonium x hortorum</i>	ivy geranium	C, F
<i>Pelargonium peltatum</i>	fountain grass	C, F
<i>Pennisetum alopecuroides</i>	chrimson fountaingrass	C, F
<i>Pennisetum setaceum</i>	apple blossom penstemon	C, F
<i>Penstemon x 'Apple blossom'</i>	star clusters	C, F
<i>Pentas lanceolata</i>	Russian sage	C, F
<i>Perovskia atriplicifolia</i>	garden petunias	C, F
<i>Petunia-hybrids</i>	ribbon grass	C, F
<i>Phalaris arundinacea picta</i>	moss pink	C, F
<i>Phlox subulata</i>	Jack Spratt New Zealand flax	C, F
<i>Phormium tenax</i> 'Jack Spratt'	Christmas fern	C, F
<i>Polystichum acrostichoides</i>	tassel fern	C, F
<i>Polystichum polyblepharum</i>	Mexican hat	C, F
<i>Ratbida columnifera</i>	blackeyed susan	C, F
<i>Rudbeckia fulgida</i>	butcher's broom (Israeli ruscus)	C, F
<i>Ruscus hypophyllum</i>	platinum sage	C, F
<i>Salvia daghestanica</i>	graham's sage	C, F
<i>Salvia grahamii</i>	dwarf bamboo	C, F
<i>Sasa pygmaea</i>	little bluestem	C, F
<i>Schizachyrium scoparium</i>	skull cap	C, F
<i>Scutellaria resinosa</i>	autumn joy stonecrop	C, F
<i>Sedum x 'Autumn joy'</i>	Vera Jameson stonecrop	C, F
<i>Sedum x 'Vera Jameson'</i>	Tiscalatengo gorge sedum	C, F
<i>Sedum clavatum</i>	Coppertone stonecrop	C, F
<i>Sedum nussbaumerianum</i>	Kleinia talinoides	C, F
<i>Senecio kleinia</i>	little hero marigold	C, F
<i>Tagetes patula</i> 'Little Hero'	Asian jasmine	C, F
<i>Trachelospermum asiaticum</i>	society garlic	C, F
<i>Tulbaghia violacea</i>	veined verbena	C, F
<i>Verbena rigida</i>	bigleaf periwinkle	C, F
<i>Vinca major</i>	dwarf periwinkle	F
<i>Vinca minor</i>	periwinkle	F
<i>Vinca spp.</i>		

¹C=container grown, F=field grown

Field-Grown Non-Bearing Trees and Vines¹

Common Name

almond	grape, European
apple	grapefruit
apricot	kiwi
avocado	lemon
blackberry	loganberry
black walnut	macadamia nut
blueberry	nectarine
boysenberry	olive
cherry, sour	orange
cherry, sweet	peach
currant	pear
dewberry	pecan
elderberry	pistachio
English walnut	plum
fig	pomegranate
filbert	prune
gooseberry	raspberry
grape, American	

¹Apply only to listed field grown crops. Do not apply to container grown crops. Non-bearing fruit and nut trees and non-bearing vineyards are defined as plants that will not bear fruit for at least one year after treatment.

Ornamental Bulbs

Gallery SC may be applied for control of susceptible annual weeds in ornamental bulbs such as bulbous iris, daffodil (narcissus), gladiolus, hyacinth, lilies, and tulip except as noted below. Apply Gallery SC to the soil surface 2 to 4 weeks after planting but prior to the emergence of annual weeds. Gallery SC may also be applied following bulb emergence but prior to bud set, or after flowering. For fall planted bulbs, apply Gallery SC in late winter or early spring to weed-free soil surfaces. For bulbs, make a single application within 30 days following planting and prior to bulb emergence. Do not exceed the 16 fl. oz of Gallery SC (0.5 lb. ai) per acre rate. Do not to exceed 3 applications per year or a maximum yearly of 48 oz/A (1.56 lb ai/A).

Specific Use Restrictions:

- Do not use Gallery SC for weed control in ornamental bulbs grown for commercial bulb production.
- Gallery SC is not for application to:
 - Tulip plants that have emerged to a height greater than 3/4 inch.
 - Gladiolus prior to emergence or if corms are less than one inch in diameter.
 - Bulbs while they are flowering.

Shadehouse Areas

Gallery SC may be applied in open shadehouse-type structures where the natural flow of air is unimpeded. Do not apply in enclosed greenhouses or in enclosed shadehouse-type structures. Do not apply within three weeks prior to enclosing greenhouses or poly-type structures.

Christmas Tree and Conifer Plantations

Gallery SC - Alone

Apply Gallery SC as a directed spray to the soil surface or as an over the top spray to established plantings of field grown Christmas tree and conifer species listed in this label. Follow all instructions provided in the Product Information section of this label. Do not apply more than 31 fl oz/acre of Gallery SC in a single application. Do not repeat applications sooner than 60 days after a previous application of Gallery SC. Do not apply more than a total of 124 fl oz/A of Gallery SC per acre within a 12-month period.

Specific Use Restrictions:

Injury may be incurred if Gallery SC is applied in the following manner. Grower assumes all risk if Gallery SC is applied to seedbeds or seedling transplant beds. For optimum plant tolerance, apply only to established plantings. Established plants are defined as those that have been transplanted into their final growing location for a sufficient period of time to allow the soil to be firmly settled around the roots from packing and rainfall or irrigation.

Gallery SC - Tank Mix

Tank mix combinations of Gallery SC plus other labeled herbicides may be used in established Christmas tree plantings. When applied according to use directions, these tank mixes will provide control of susceptible weed species listed on the respective product labels. Refer to tank mix product labels for specific use directions, precautions and limitations before use. Refer to tank mix instructions for Gallery SC in the Mixing Directions

section. It is the pesticide user's responsibility to ensure that all products in the listed mixtures are registered for the intended use. Users must follow the most restrictive directions for use and precautionary statements of each product in the tank mixture.

Gallery SC plus Accord XRT II or other glyphosate formulations

registered for this use site: Apply tank mix combinations of Gallery SC plus glyphosate as directed soil sprays only in Christmas tree plantings. When applied as directed, Gallery SC plus glyphosate will provide postemergence control of susceptible weed species listed on the label for glyphosate and residual preemergence control of susceptible weed species listed on the label for Gallery SC. Refer to the label for glyphosate for specific use directions, precautions and limitations before use. Refer to tank mix instructions for Gallery SC in the Mixing Directions section.

Specific Use Precautions for glyphosate tank mixes:

- Extreme care must be exercised to prevent contact of sprays containing glyphosate with foliage or stems of Christmas trees or other desirable plants or severe plant damage or death may result.
- Do not apply sprays containing glyphosate over the top of Christmas tree plantings.

Non-Cropland Areas

Use Gallery SC as a preemergence herbicide for control of listed broadleaf weeds in non-cropland areas such as airports, communication transmission lines, dry barrow ditches, dry non-irrigation ditchbanks, and dry storm water retention areas, electrical power and utility rights-of-way, fencerows, gravel pits, industrial sites, military sites, mining and drilling areas, oil and gas pads, parking lots, petroleum tank farms, oil and gas pipelines, railroads, roadsides, storage areas, substations, vacant lots and other non-crop residential areas where maintenance of bare ground is desired.

It is permissible to treat non-irrigation ditch banks and transitional areas between upland and lowland sites only when dry. Do not apply directly to water. Note: Consult with local water control authorities before applying this product around public water. Permits may be required

Apply Gallery SC anytime prior to germination of target weeds. Areas to be treated should be free of established weeds or existing weeds should be controlled with postemergence herbicides.

Refer to the Product Information section prior to using this product on non-cropland areas.

Tank Mixing

Gallery SC is compatible and can be tank mixed with other herbicides registered for use on non-cropland areas such as Dimension, Accord XRT II and Milestone. Applied as directed, tank mixes containing Gallery SC will provide control of susceptible weed species listed on the respective labels. All directions, precautions and limitations on the respective product labels apply to the tank mix use. Refer to tank mix instructions for Gallery SC in the Mixing Directions section.

Terms and Conditions of Use

If terms of the following Warranty Disclaimer, Inherent Risks of Use and Limitation of Remedies are not acceptable, return unopened package at once to the seller for a full refund of purchase price paid. To the extent permitted by law, otherwise, use by the buyer or any other user constitutes acceptance of the terms under Warranty Disclaimer, Inherent Risks of Use and Limitation of Remedies.

Warranty Disclaimer

Dow AgroSciences warrants that this product conforms to the chemical description on the label and is reasonably fit for the purposes stated on the label when used in strict accordance with the directions, subject to the inherent risks set forth below. To the extent permitted by law, Dow AgroSciences MAKES NO OTHER EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER EXPRESS OR IMPLIED WARRANTY.

Inherent Risks of Use

It is impossible to eliminate all risks associated with use of this product. Crop injury, lack of performance, or other unintended consequences may result because of such factors as use of the product contrary to label instructions (including conditions noted on the label, such as unfavorable temperatures, soil conditions, etc.), abnormal conditions (such as excessive rainfall, drought, tornadoes, hurricanes), presence of other materials, the manner of application, or other factors, all of which are beyond the control of Dow AgroSciences or the seller. To the extent permitted by law, all such risks shall be assumed by buyer.

Limitation of Remedies

To the extent permitted by law, the exclusive remedy for losses or damages resulting from this product (including claims based on contract, negligence, strict liability, or other legal theories), shall be limited to, at Dow AgroSciences' election, one of the following:

1. Refund of purchase price paid by buyer or user for product bought, or
2. Replacement of amount of product used.

To the extent permitted by law, Dow AgroSciences shall not be liable for losses or damages resulting from handling or use of this product unless Dow AgroSciences is promptly notified of such loss or damage in writing. To the extent permitted by law, in no case shall Dow AgroSciences be liable for consequential or incidental damages or losses.

The terms of the Warranty Disclaimer, Inherent Risks of Use and this Limitation of Remedies cannot be varied by any written or verbal statements or agreements. No employee or sales agent of

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Dow AgroSciences LLC
9330 Zionsville Road
Indianapolis, IN 46268

Label Code: CD02-918-020
Replaced Label: D02-918-002
EPA accepted: 05/08/17

Revisions:

Final printed labeling based on EPA accepted label dated May 08, 2017.

SECTION VI – APPENDICES

6.0 APPENDICES

- Appendix A Bid Tab
- Appendix B Downtown Medians Map
- Appendix C Downtown Medians Landscape Maintenance Schedule
- Appendix D Core Aeration Specifications
- Appendix E Fertilizer Application Specifications
- Appendix F Weed Control Specifications

APPENDIX A – BID TAB

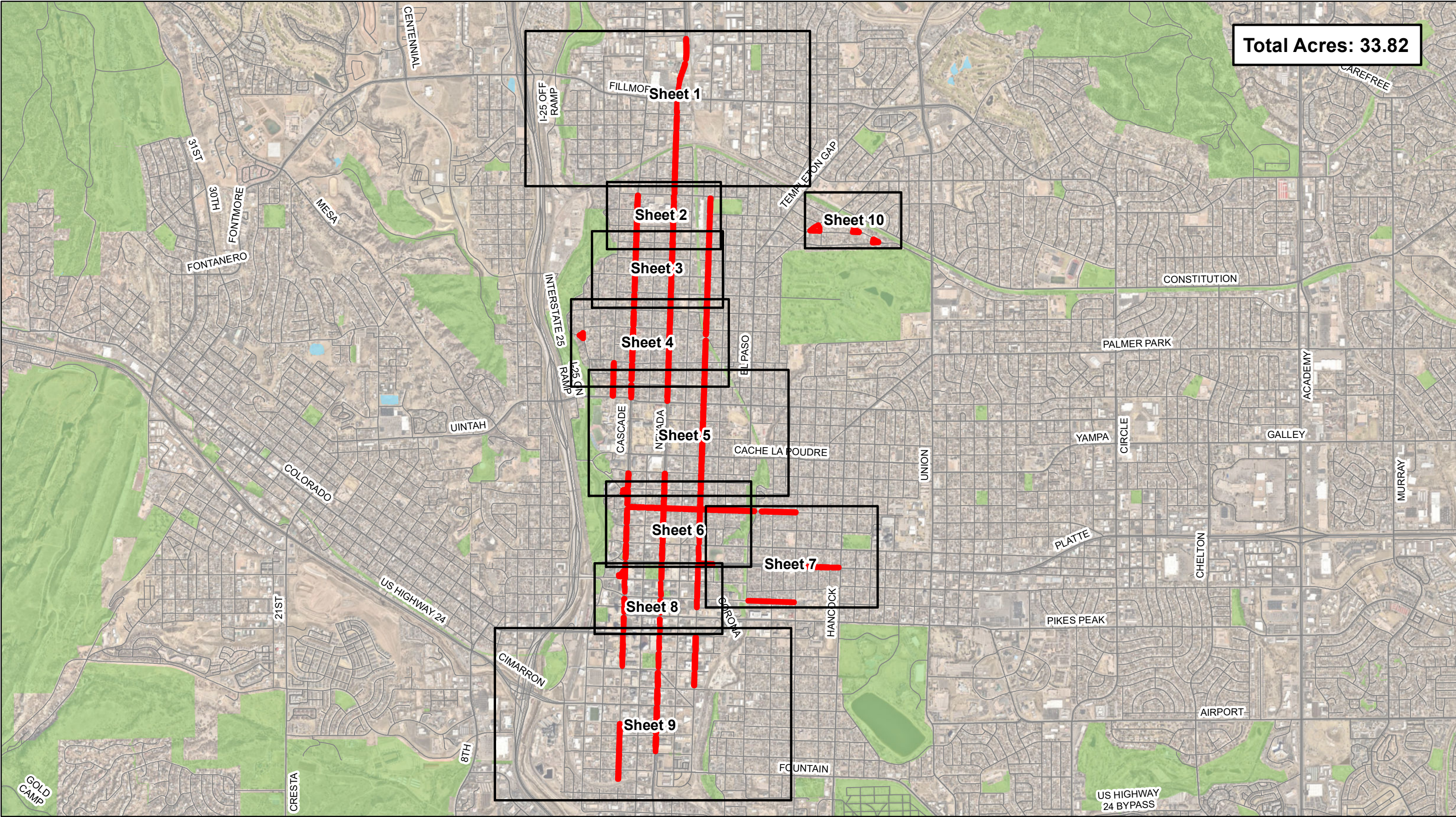
**PLEASE COMPLETE EXCEL SPREADSHEET ATTACHED TO THIS RFP AND
SUBMIT WITH YOUR PROPOSAL**

**APPENDIX B – DOWNTOWN MEDIANS MAP
FOLLOWS THIS PAGE**

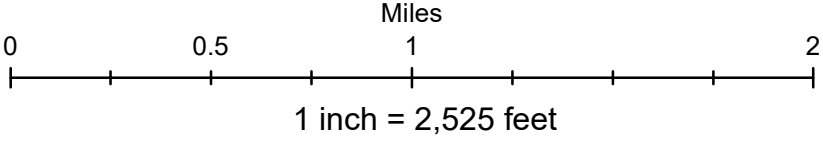
Downtown Median Mowing





Total Acres: 33.82





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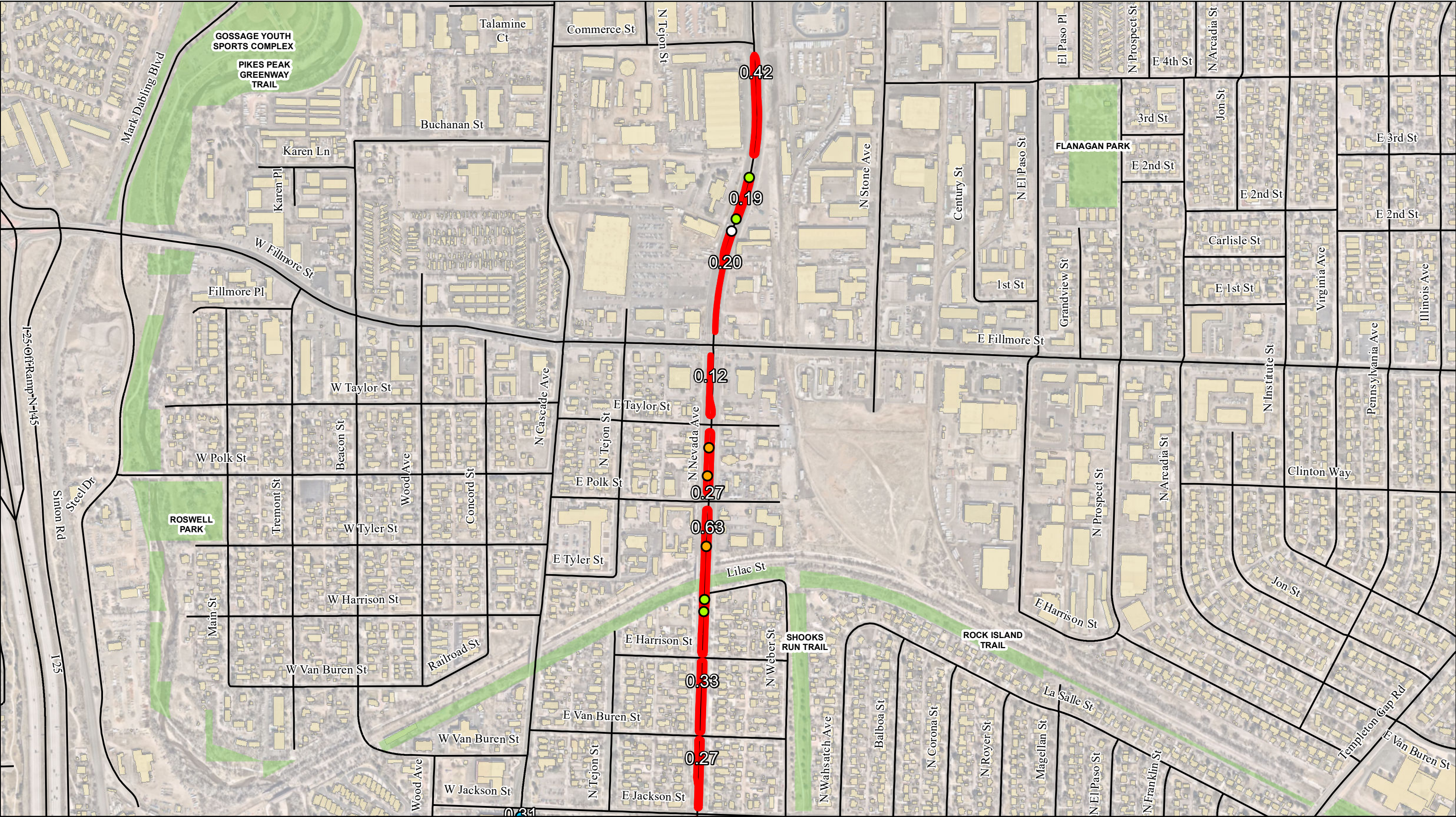
 Park DT Medians

 Roadways

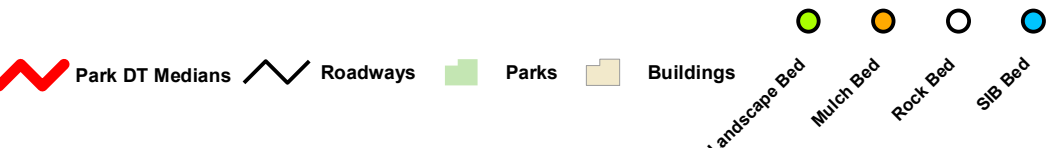
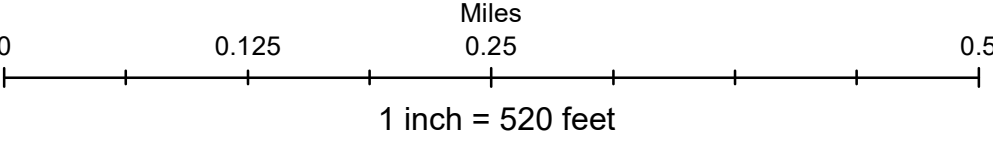
 Ponds

 Parks

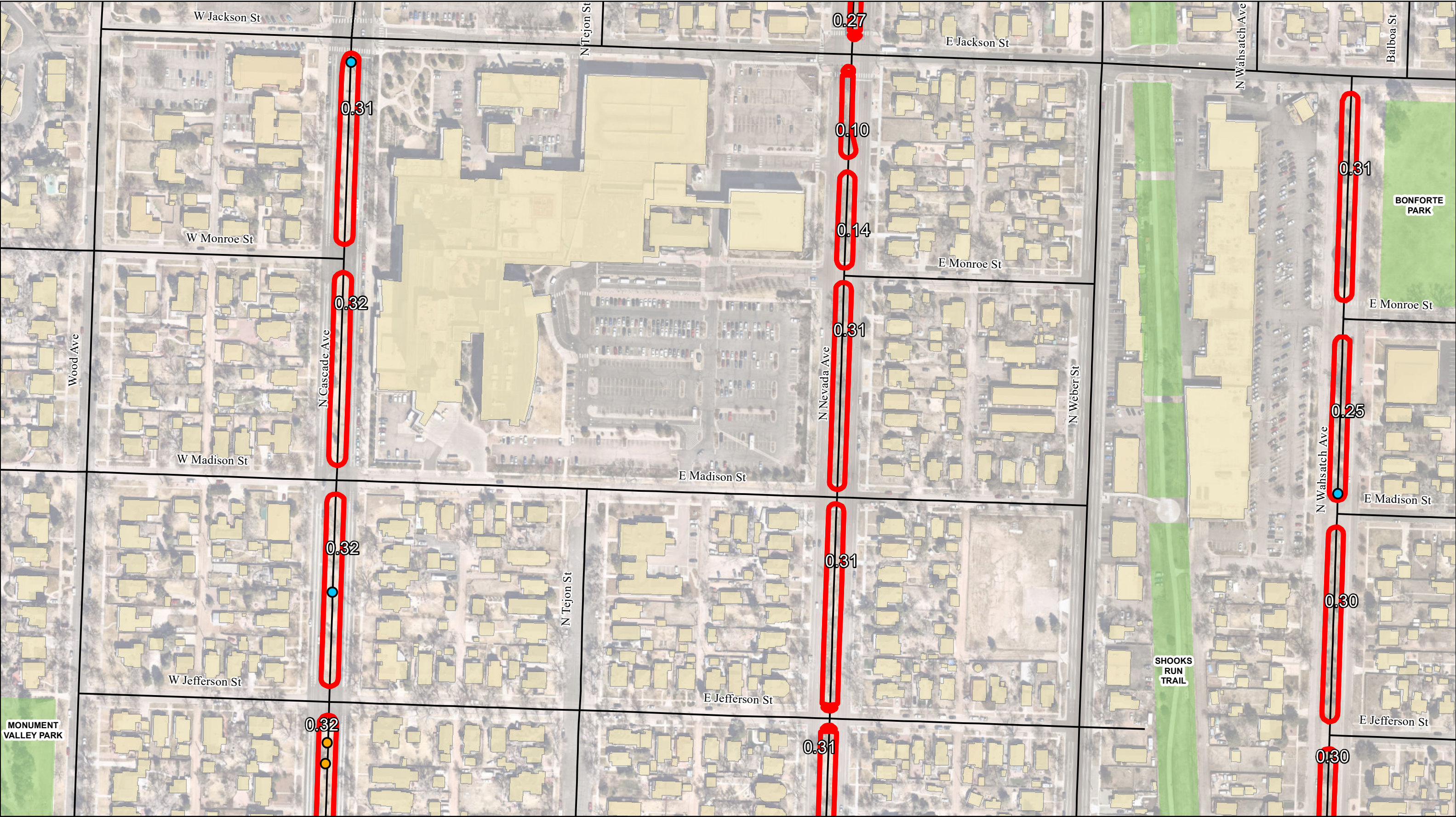
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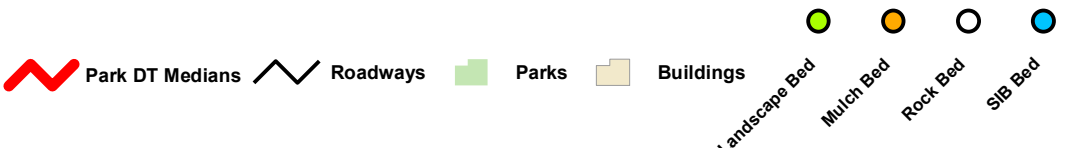
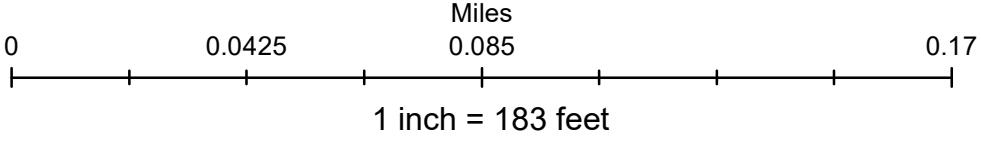
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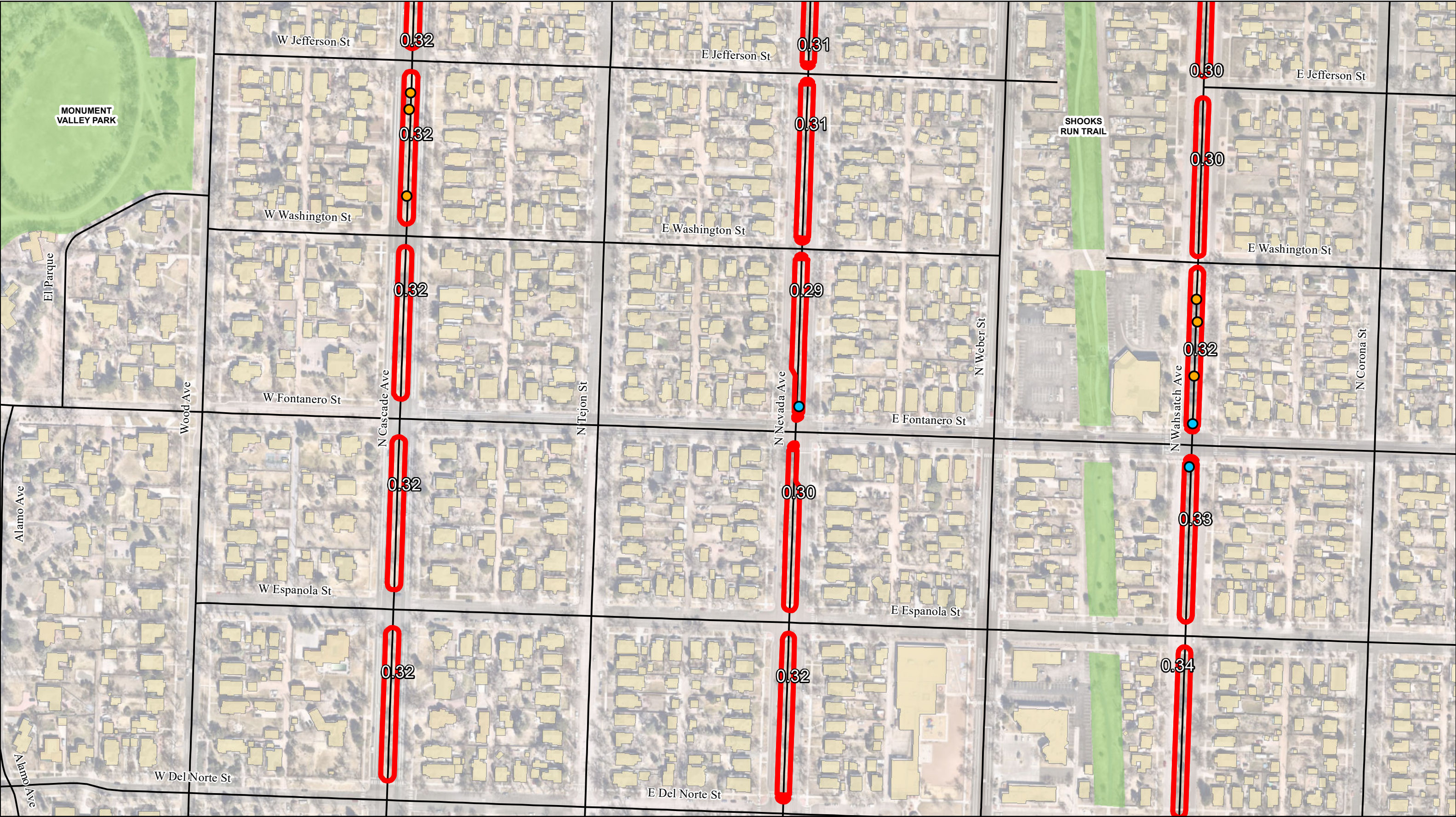
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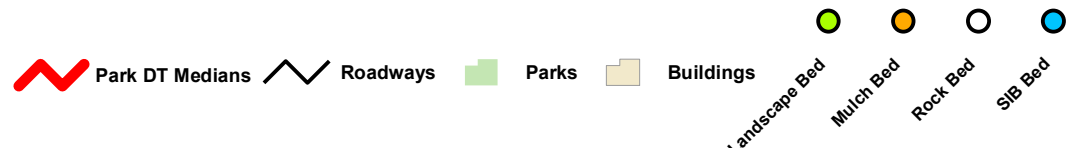
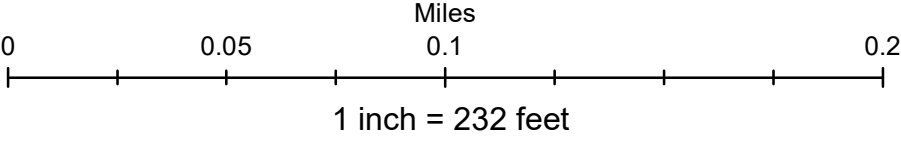
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N Nevada Ave From E Jefferson St to E Del Norte St



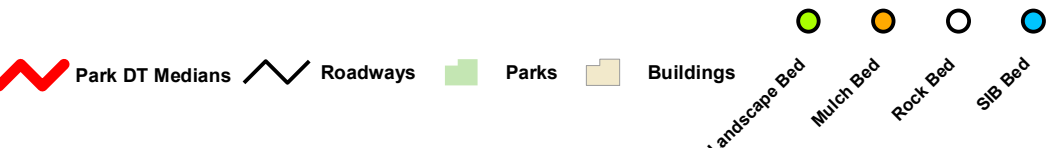
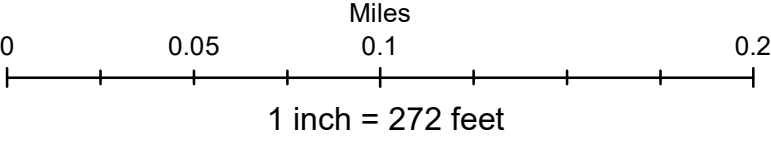
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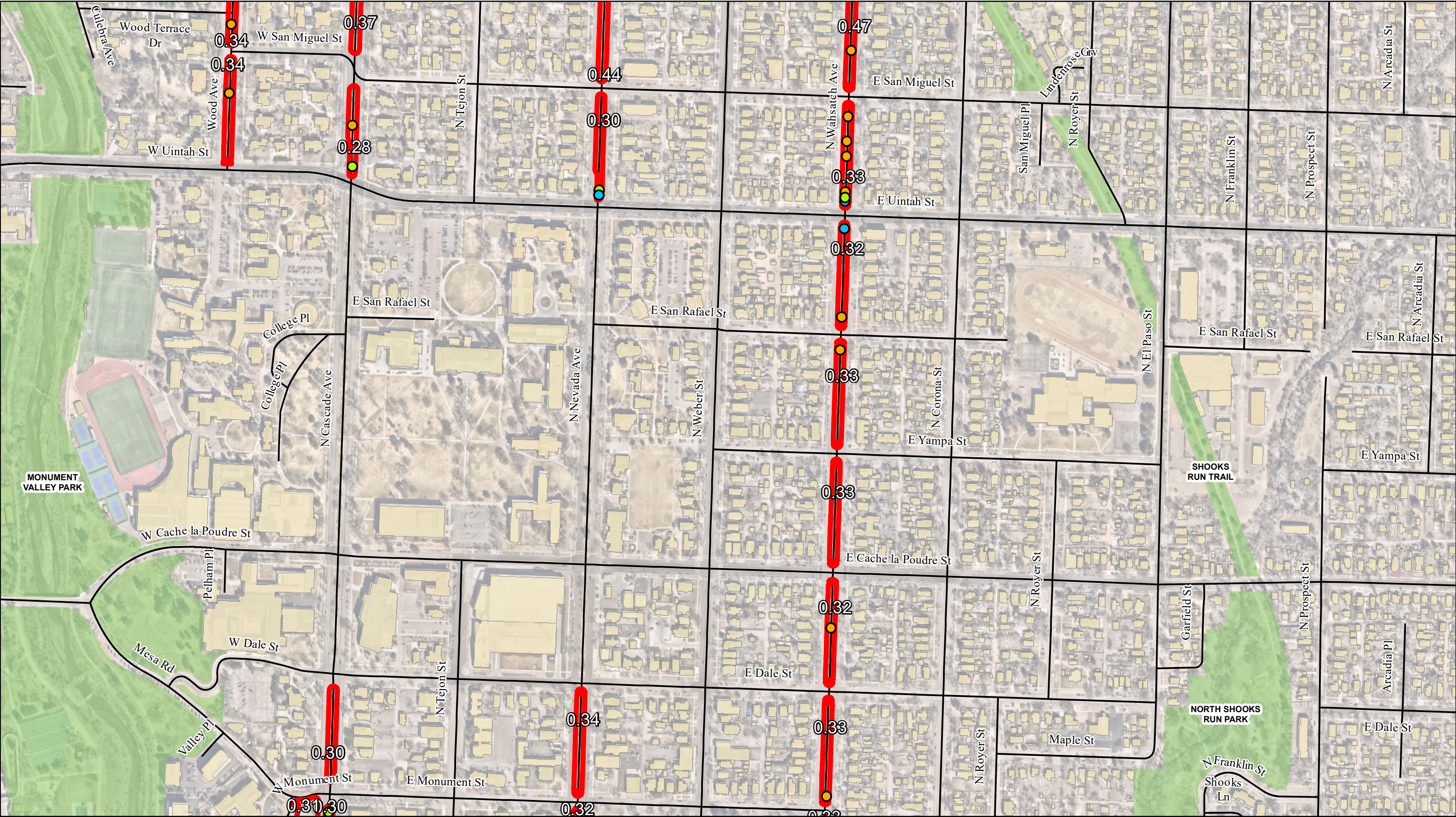
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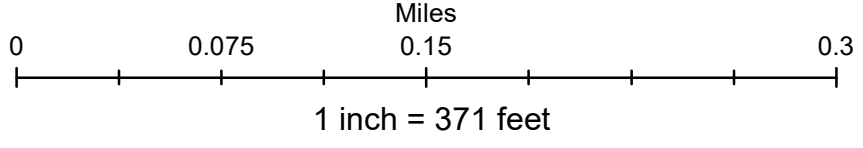
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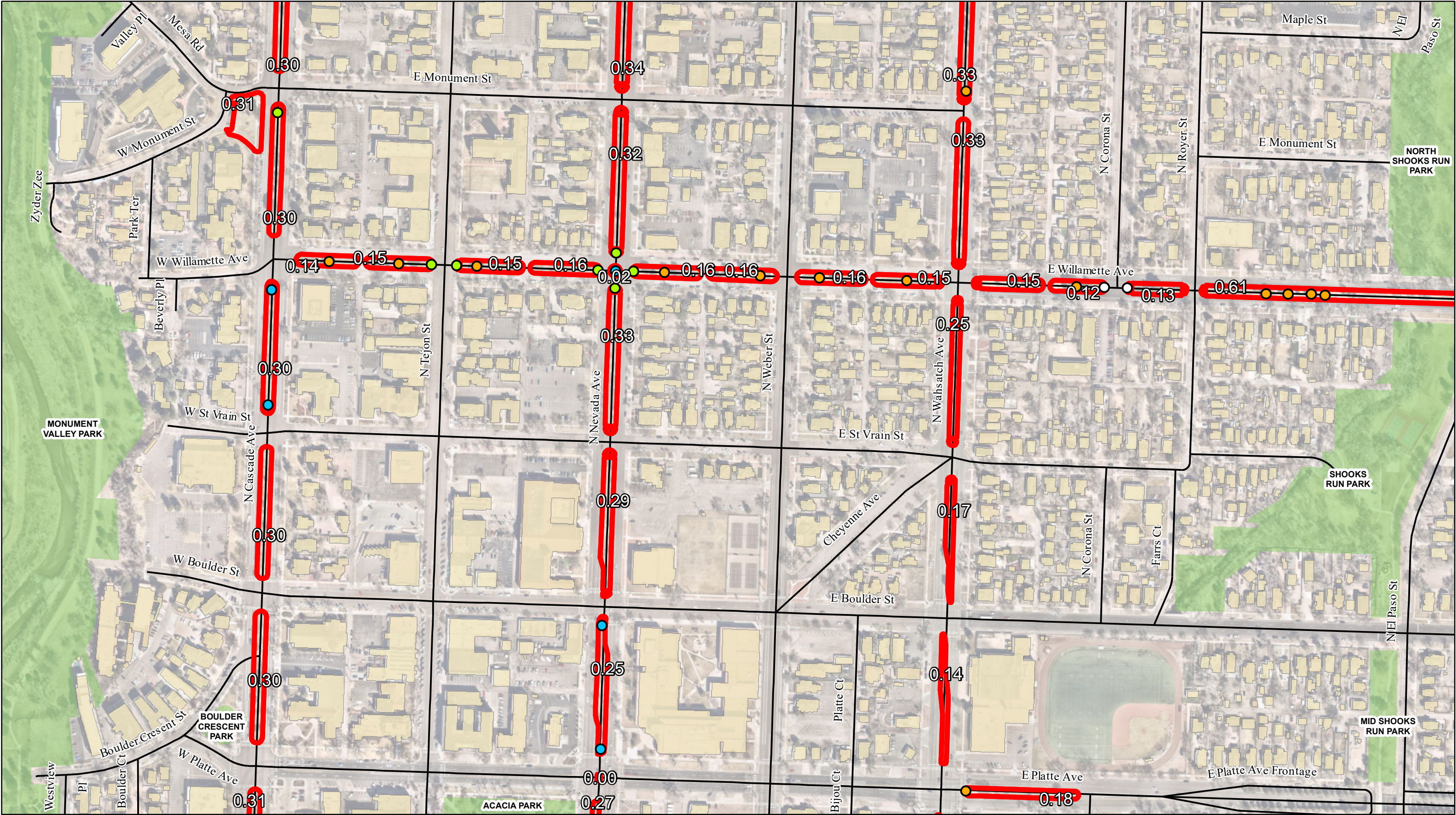
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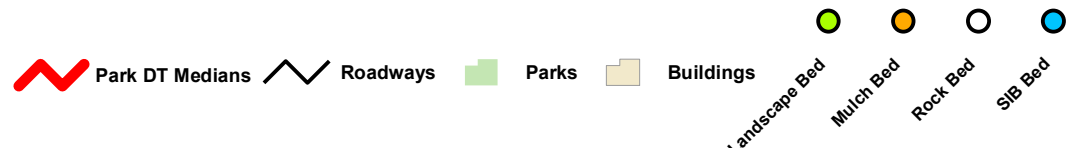
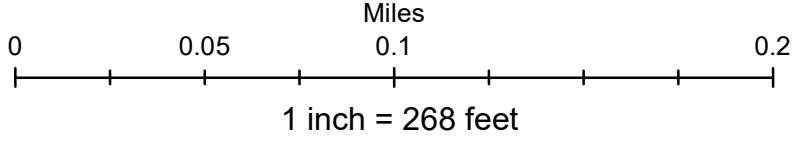
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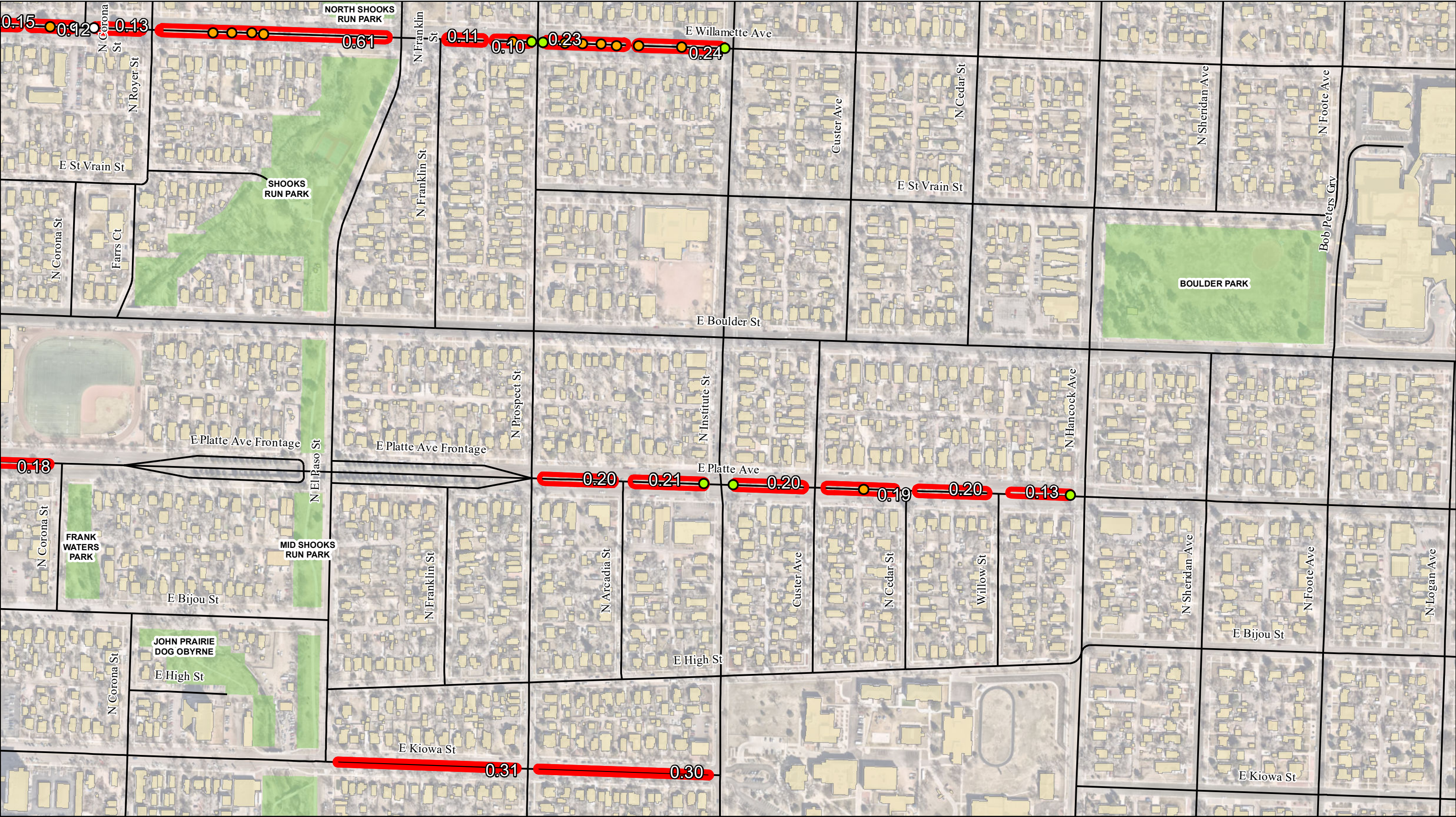
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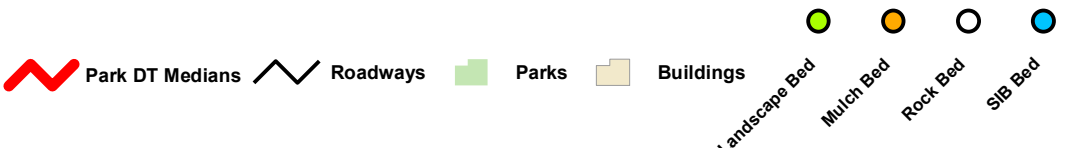
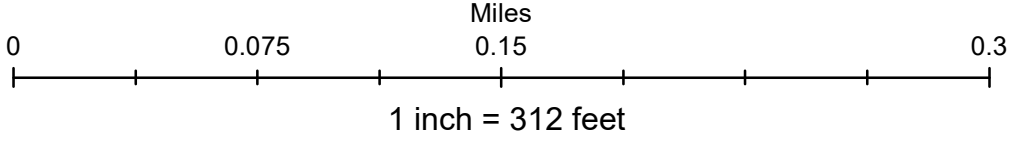
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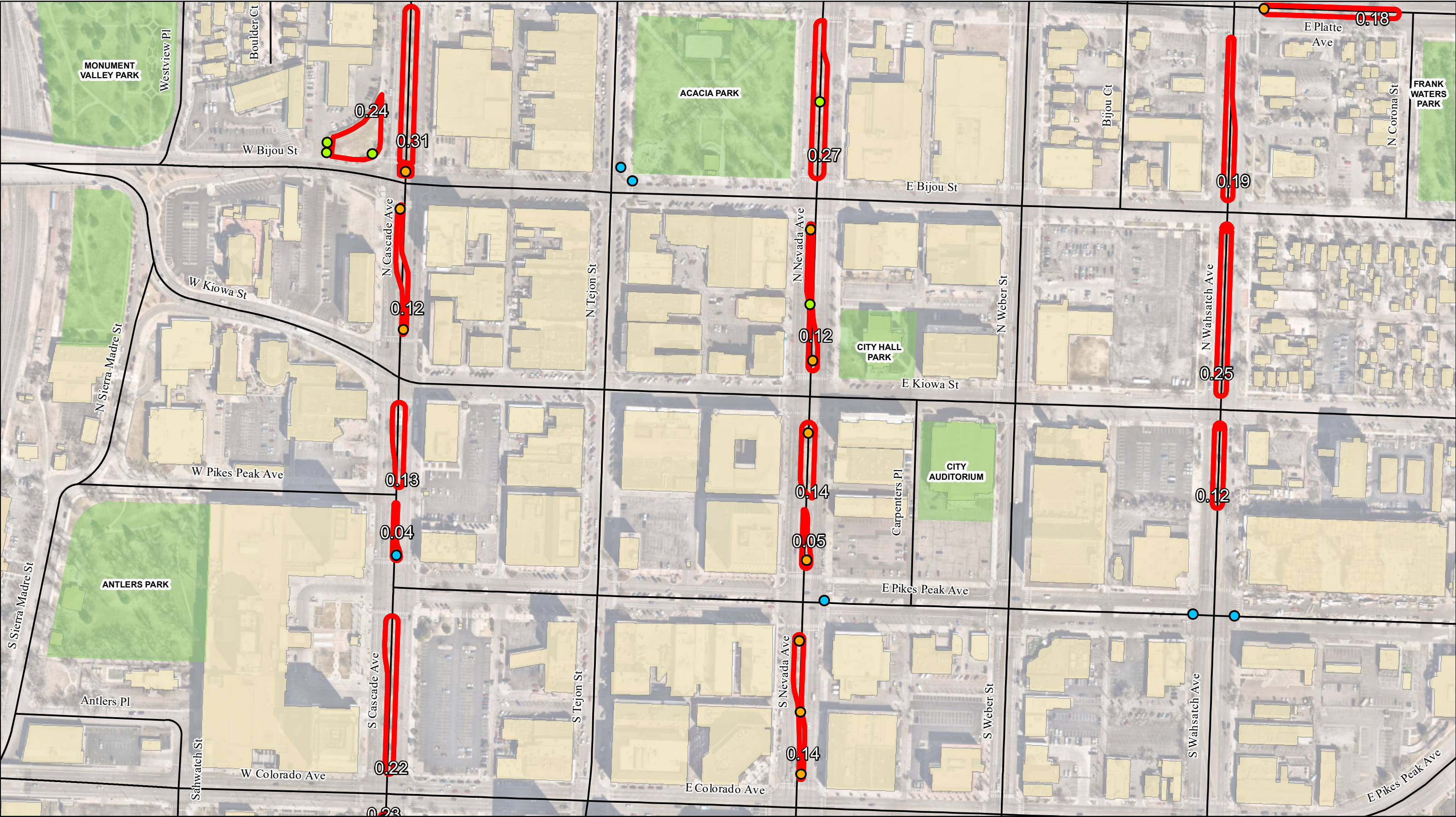
E Willamette Ave to E Kiowa St



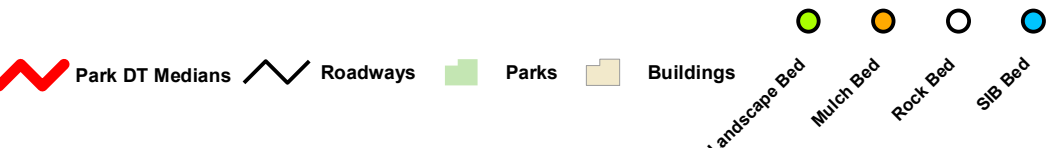
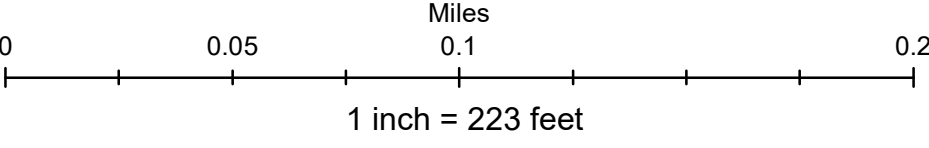
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N Nevada Ave From E Platte Ave to E Colorado Ave



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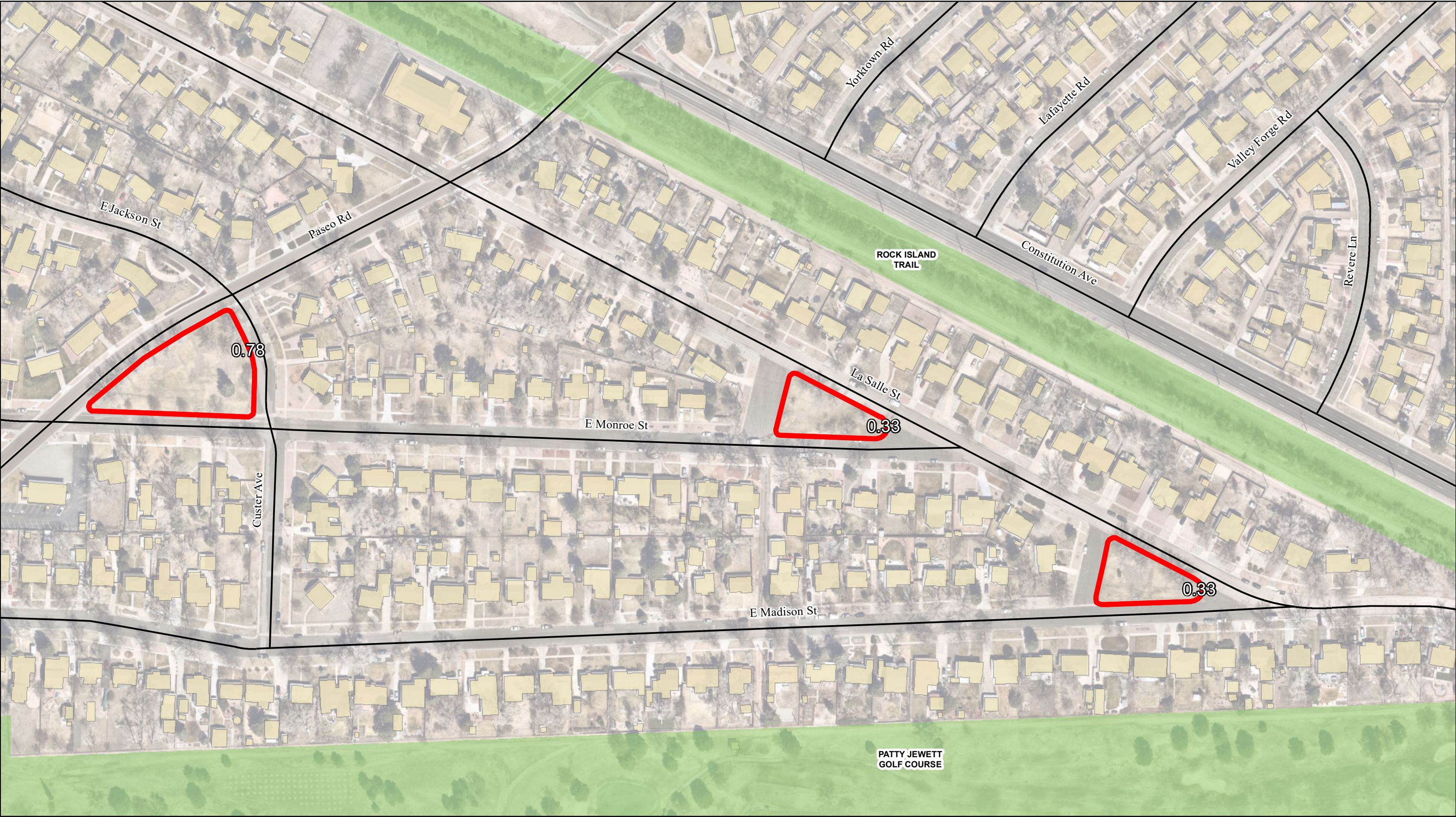
Buildings

Bed

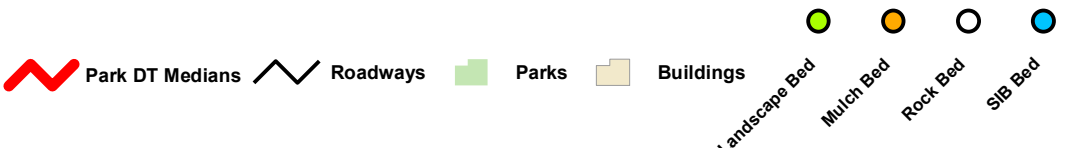
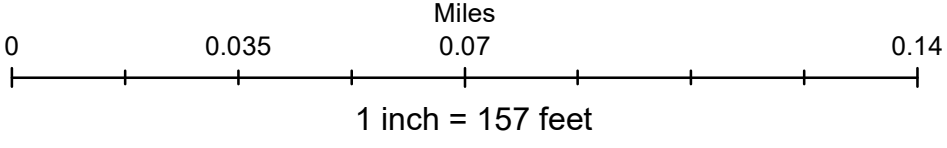
Bed

Landscape Bed
Mulch Bed
Rock Bed
SJB Bed

La Salle St Triangles



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**APPENDIX C – DOWNTOWN MEDIANS LANDSCAPE MAINTENANCE SCHEDULE
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**APPENDIX D – CORE AERATION SPECIFICATIONS
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CITY OF COLORADO SPRINGS PARKS - CORE AERATION SPECIFICATIONS

Mechanical core aeration is an important cultural practice to help alleviate soil compaction, promote root growth, allow air, water, and nutrients into the soil, and to assist in drainage, among other benefits. It is important to understand how equipment, tine size, spacing and depth all play a role in the overall effectiveness of this practice.

Equipment

- All equipment shall be operated in a safe manner consistent with the manufacturers' recommendations, with all original manufacturer installed safety devices in place and operational.
- Equipment shall be operated at a speed and in a manner that poses no danger to the public.
- Equipment shall be in good repair with preventative maintenance practices being performed in accordance with manufacturer recommendations.
- Acceptable aeration equipment can be either drum type or cam driven, as long as the specified percentage of surface area is impacted, and coring depth is achieved.
- Tires should be 'turf type' to prevent damage to turf grass.

Coring Tines and Spacing

- Tine size (inside diameter) and spacing must be considered to impact a minimum of 3% surface area. Multiple passes may be required to achieve this. See *Figure 1*.
- Tines shall be long enough to extract at least 2.5-3.0" cores. Weight may need to be added to implement to achieve desired depth.
- Coring depth shall be verified by placing an irrigation flag or other object into the hole, marking the depth, and measured using a tape measure or ruler.
- Lodged soil inside coring tines shall be removed prior to and immediately following aeration to ensure cores are removed and deposited on the soil surface.
- Worn tines shall be replaced periodically.
- Aeration shall be conducted in a straight direction of travel to prevent turf damage unless equipment allows otherwise.
- Tines shall be straight and true and with no deflection.

Site Conditions

- Prior to aeration, all above-ground irrigation infrastructure, including sprinkler heads and valve boxes, shall be marked by Park technicians using highly visible irrigation flags. The district supervisor shall be notified if this has not been completed and aeration shall be rescheduled for a future predetermined date.
- Sufficient soil moisture must be present at the time of service to aide in ground penetration. If sufficient soil moisture does not exist, district supervisor must be notified, and aeration shall be performed at an alternative date.
- Conversely, if the soil is overly saturated by either rainfall or irrigation, aeration shall be postponed to prevent unwanted rutting and/or compaction caused by cultivation equipment.

- Aeration shall be performed during times of active turfgrass growth to allow for recovery and increase effectiveness. Spring and Fall are the best times to aerate and should be avoided during times of turf grass stress or excessive heat.
- Trash and accumulated debris shall be removed prior to, and if needed, after aeration.
- Any aeration plugs shall be cleaned/removed from impervious surfaces and/or playgrounds immediately following cultivation practices.
- Aeration shall not be performed during periods of high public usage.

Trees and Shrubs

- Contractor shall take all reasonable and necessary steps to protect trees from damage caused during normal maintenance activities. City shall notify contractor of all claims for damage to trees.
- Tree damage shall not be time sensitive; rather new tree damage can be identified within the current season and liquidated damages shall be assessed regardless of when damage occurred within that growing season.
- Tree damage shall be recognized/ identified as that occurring from aeration equipment, support vehicles, branch damage caused by aerating underneath low hanging branches, root damage from tires or aeration tines or soil compaction while aerating in wet soil.
- Contractor shall be liable to the City for the appraised value of the tree based upon International Society of Arboriculture appraisal standards per section 4.4.103 of the City code.

Supervision of Crew

- Contractor shall provide supervision of all work crews at all times. Personal supervision is not required given that adequate and immediate communication with the Contractor is available at all times.
- Each work crew shall have a designated person on the work site that has the authority to respond to inquiries about work details or priorities.
- The Contractor shall not be permitted to park trucks, trailers, or other equipment on the turf without prior written approval by the District Supervisor.

Employee Wear

- All employees must wear a DOT approved class II safety vest.
- All employees must wear proper personal protective safety equipment during maintenance operations.
- All employees must wear clothing with company identification.

Other

- The Contractor shall submit a schedule identifying the dates maintenance will be performed to the identified park over the duration of the contract. Modifications to this schedule must be requested in writing and approved in advance by the Department.
- Any structures, property, plant material or irrigation system components damaged by cultivation activities of the contractor or the contractors' representatives must be reported to the department and repaired immediately upon occurrence at the contractors' expense or, if approved by the District

Supervisor, by Parks and Recreation staff on a time and materials basis, and will be subsequently deducted from the contractor's payment

- All operations shall take place on weekdays, between 7 AM and 5PM, and shall not interfere with any scheduled activities or park users. Unanticipated events or circumstances may impact the ability for aeration to occur during the Monday to Friday window. Aeration may occur on weekends only with the approval of the District Supervisor
- Acreage totals found on maps are approximations for estimation purposes only. Actual acreage totals may vary; it is the responsibility of the contractor, if so desired, to verify actual acreage.
- Any damage or hazardous conditions observed in any park area shall be reported immediately to the District Supervisor for repair by parks staff.

Figure 1.

CALCULATING % SURFACE AREA IMPACTED BY CORE AERATION

$$\text{Tine Area} = \left(\frac{\text{Inside Tine Diameter}}{2} \right)^2 \times 3.14 \qquad \% \text{ Surface Area Impacted} = \frac{\text{Tine Area}}{\text{Tine Spacing}}$$

Example: How much surface disruption would occur after core cultivating with ¾" diameter tines with 7.0" x 5.5" spacing?

$\begin{aligned} \text{Tine Area} &= \left(\frac{0.75}{2} \right)^2 \times 3.14 \\ &= 0.141 \text{ sq. in.} \times 3.14 \\ &= .442 \text{ sq. in.} \end{aligned}$	$\begin{aligned} \% \text{ Surface Area Impacted} &= \frac{.442 \text{ sq. in.}}{7" \times 5.5"} \\ &= \frac{.442 \text{ sq. in.}}{38.5 \text{ sq. in.}} \\ &= 0.0115 \\ &\text{or} \\ &= 1.15\% \end{aligned}$
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Hence: 1.15% of the soil surface would be disrupted using ¾" diameter tines with 7" x 5.5" spacing, requiring three passes be made over the area to achieve the standard minimum of 3%.

**APPENDIX E – FERTILIZER APPLICATION SPECIFICATIONS
FOLLOWS THIS PAGE**

CITY OF COLORADO SPRINGS PARKS - FERTILIZER APPLICATION SPECIFICATIONS

Coordination

- Fertilizer will be procured by a City representative and delivered and stored within a City owned building. Coordination between contractor and division supervisor will be necessary to facilitate product pick-up.
- The contractor shall submit a schedule identifying the times and dates in which fertilizer will be picked-up and applied that must align with the timing requested by the Parks Department. Modifications to this schedule shall be requested in writing and approved in advance by the division supervisor.
- Coordination with division supervisors shall be done no later than one week before the scheduled application.
- Immediately following the completion of each park site, the division supervisor, or a member of their staff, shall be notified so that product can be removed from impervious surfaces.
- Any unused product shall be returned to the coordinating division supervisor.

Storage

- While not in use, product(s) shall be stored in a secured location and product be kept dry by appropriate means to prevent moisture damage.

Transportation

- While in transport, all reasonable accommodations shall be taken to keep the product dry, either by being covered or in an enclosed vehicle.
- In the event that a product is damaged due to negligence, the contractor shall replace the product at no additional charge to the city.

Equipment

- All equipment shall be operated in a safe manner consistent with the manufacturers' recommendations, with all original manufacturer installed safety devices in place and operational.
- Equipment shall be operated at a speed and in a manner that poses no danger to the public.
- Equipment shall be in good repair with preventative maintenance practices being performed in accordance with manufacturer recommendations.
- Acceptable fertilization equipment shall be handheld rotary spreaders, manual push spreaders, ride-on broadcast spreaders, tractor mounted or pull-behind spreaders or a combination of all listed options.
 - Drop spreaders shall not be used unless requested.
- Fertilizer hoppers shall be equipped with moisture proof covers to prevent damage to the product or spillage while on uneven surfaces.
- Tires should be 'turf type' to prevent damage to turf grass.

Calibration

- All application equipment shall be calibrated by a trained professional.
- Calibration shall be performed **before** any fertilizer is to be applied to ensure the desired rate of fertilizer is evenly and accurately applied.
- All application equipment shall be calibrated for each specific product to account for differences in particle size, density, active ingredient, and nutrient content.
- All application equipment shall be calibrated on a similar surface (turfgrass) to the target application area.
- If using multiple spreaders, spreaders shall be calibrated separately for each operator.
- After each site is completed, the amount of fertilizer applied shall be reconciled against known needed quantities.

Application

- Application technique may vary due to equipment used; however, fertilizer shall be applied to provide uniform coverage to all specified areas at the requested application rate.
- Consistent ground speed shall be maintained throughout the application to maintain optimum application uniformity.
- Application equipment shall be tailored to the target area; generally smaller equipment shall be used to fertilize smaller areas and vice versa.
- Application equipment shall be operated in a straight direction of travel, when possible, to avoid misapplication.
- The amount of overlap between passes shall be based on the effective swath width, which shall be determined during the calibration process to prevent overapplication, skips or stripping.
- If fertilizer contains clumps due to moisture, clumps shall be broken up while wearing proper personal protective equipment to prevent clogage of the hopper ports. If clumps are unable to be broken up, they shall be discarded.
- Any fertilizer applied to impervious surfaces within the boundary of City owned property will be removed by Park personnel and will not be the responsibility of the contractor.
- Hoppers shall be refilled over an impervious surface such as concrete, asphalt, or a tarp.
 - If fertilizer is inadvertently spilled while loading, the product shall be immediately removed and disposed of in a proper manner.
 - During application, hoppers shall not be allowed to become completely empty, rather, additional fertilizer shall be added with a few pounds remaining in the hopper.
- If fertilizer is inadvertently spilled within a turfgrass or nativegrass area during the application, a shop-vac shall be used to completely remove the product to prevent plant damage. Upon occurrence, a City representative shall be notified immediately.
- In the event that fertilizer is misapplied, the contractor shall be responsible for remediating the problem at no additional cost to the City, only after consulting with a City representative on appropriate corrective action.
- Applying fertilizer into drainage ways or curb pans is strictly prohibited. Further, a sufficient buffer shall be exercised to eliminate the possibility of surface water contamination.
- Fertilizer applications shall be delayed or rescheduled when impending weather events, such as rain, snow, or high winds, are anticipated.

- Fertilization shall not be performed during periods of high public usage.

Trees and Shrubs

- Contractor shall take all reasonable and necessary steps to protect trees from damage caused during normal maintenance activities. City shall notify contractor of all claims for damage to trees.
- Tree damage shall not be time sensitive; rather new tree damage can be identified within the current season and liquidated damages shall be assessed regardless of when damage occurred within that growing season.
- Tree damage shall be recognized/ identified as that occurring from aeration equipment, support vehicles, branch damage caused by aerating underneath low hanging branches, root damage from tires or aeration tines or soil compaction while aerating in wet soil.
- Contractor shall be liable to the City for the appraised value of the tree based upon International Society of Arboriculture appraisal standards per section 4.4.103 of the City code.

Supervision of Crew

- Contractor shall provide supervision of all work crews at all times. Personal supervision is not required given that adequate and immediate communication with the Contractor is available at all times.
- Each work crew shall have a designated person on the work site that has the authority to respond to inquiries about work details or priorities.
- The Contractor shall not be permitted to park trucks, trailers, or other equipment on the turf without prior written approval by the Division supervisor.

Employee Wear

- All employees must wear a DOT approved class II safety vest.
- All employees must wear proper personal protective safety equipment during fertilization operations.
- All employees must wear clothing with company identification.

Other

- Any structures, property, plant material or irrigation system components damaged by fertilization activities of the contractor or the contractors' representatives must be reported to the department and repaired immediately upon occurrence at the contractors' expense or, if approved by the District Supervisor, by Parks and Recreation staff on a time and materials basis and will be subsequently deducted from the contractor's payment.
- All operations shall take place on weekdays, between 7 AM and 5PM, and shall not interfere with any scheduled activities or park users. Unanticipated events or circumstances may impact the ability for fertilization to occur during the Monday to Friday window. Aeration may occur on weekends only with the approval of the Division supervisor.
- Acreage totals found on maps are approximations for estimation purposes only. Actual acreage totals may vary; it is the responsibility of the contractor, if so desired, to verify actual acreage.
- Any damage or hazardous conditions observed in any park area shall be reported immediately to the District Supervisor for repair by parks staff.

**APPENDIX F – WEED CONTROL SPECIFICATIONS
FOLLOWS THIS PAGE**

CITY OF COLORADO SPRINGS PARKS - WEED CONTROL SPECIFICATIONS

Contractors shall follow all laws and regulations set forth by the EPA, Colorado Department of Agriculture, and the pesticide label.

Safety

- All commercial applicators shall be licensed through the Colorado Department of Agriculture.
- All applicators shall wear appropriate PPE at all times.
- Applications shall not be made during times of high public use. Contractors shall consult the City supervisor to determine appropriate times to treat these areas.
- Contractors shall not make applications during windy conditions or when rain is imminent and should consult the pesticide label for limitations.
- Contractors shall notify all persons on the pesticide sensitive registry per the Pesticide Applicators Act 30-10-112.
- Contractors shall only apply products on the PRCS 'Approved Pesticide' list

Equipment

- All application equipment shall be properly calibrated at all times.
- All equipment shall be operated in a safe manner consistent with the manufacturers' recommendations, with all original manufacturer installed safety devices in place and operational.
- Equipment shall be operated at a speed and in a manner that poses no danger to the public.
- Equipment shall be in good repair with preventative maintenance practices being performed in accordance with manufacturer recommendations.
- Nozzles should be replaced periodically.
- Equipment that is light weight and allows for low-volume application is preferred.
- Foam marking systems should be utilized to minimize skips or excessive overlap.

Site Conditions

- Applications shall not be performed during periods of turfgrass stress or excessive heat.

Coordination and Posting

- Contractor shall perform pesticide applications at the predetermined dates specified by a City of Colorado Springs Parks, Recreation and Cultural Services supervisor. It is understood that the application dates are weather dependent but shall be followed as closely as possible. In an instance that an application is delayed or performed at a date other than specified by a City supervisor, the City supervisor shall be notified of such changes.

- City supervisors shall coordinate all pesticide applications one week ahead of the scheduled application date. This is for the purpose of posting application information to the City website using the following formatting:
 - Location:
 - General Area Treated:
 - Trade Name:
 - Active Ingredients:
 - Target Pest:
- Any application where signage is required to be placed at conspicuous points of entry consistent with the Pesticide Applicators Act shall be posted to the City webpage. By rule, this would exclude applications performed by internal City employees or applications that fall under the Industrial Right-of-Way or Rangeland category.
- In addition, spot treatment applications which are performed contractually and are not coordinated by a City supervisor will not be posted to the City webpage.

Signage

- Appropriate signage shall be used for **ALL pesticide applications** consistent with the Pesticide Applicators' Act.
- The chemical name and date shall be legibly written in permanent marker or a sticker with this information be placed on the back of each sign.
- Signage shall be placed **PRIOR** to the application being made to any conspicuous points of entry including areas adjacent to roadways or parking lots where people may access the site.
- City technicians will remove signage one business day after application.
- City technicians shall evaluate all signage for completeness and location appropriateness. Any inconsistencies will be reported, and the Contractor will be notified.

Record Keeping

- Contractor shall use the "Notification of Pesticide Application" forms provided by the City of Colorado Springs Parks and Recreation Department.
- All completed "Notification of Pesticide Application" forms shall be promptly returned to the City supervisor no more than 2 business days after the application is made.
- Contractor shall retain these documents for a period no shorter than 3 years.

Communication

- Contractor shall provide periodic updates to City supervisor to communicate the status of past and pending applications.

Trees and Shrubs

- Contractor shall take all reasonable and necessary steps to protect trees from damage caused during weed control activities. City shall notify contractor of all claims for damage to trees.

- Tree damage shall not be time sensitive; rather new tree damage can be identified within the current season and liquidated damages shall be assessed regardless of when damage occurred within that growing season.
- Tree damage shall be recognized/ identified as that occurring from spray equipment, support vehicles, branch damage caused by driving underneath low hanging branches, root damage from tires.
- Contractor shall be liable to the City for the appraised value of the tree based upon International Society of Arboriculture appraisal standards per section 4.4.103 of the City code.

Supervision of Crew

- Contractor shall provide supervision of all work crews at all times. Personal supervision is not required given that adequate and immediate communication with the Contractor is available at all times.
- Each work crew shall have a designated person on the work site that has the authority to respond to inquiries about work details or priorities.
- The Contractor shall not be permitted to park trucks, trailers, or other equipment on the turf without prior written approval by the District Supervisor.

Employee Wear

- All employees must wear a DOT approved class II safety vest.
- All employees must wear proper personal protective safety equipment during maintenance operations.
- All employees must wear clothing with company identification.

Other

- The Contractor shall submit a schedule identifying the dates weed control will be performed. Modifications to this schedule must be requested in writing and approved in advance by the Department.
- Any structures, property, plant material or irrigation system components damaged by weed control activities of the contractor or the contractors' representatives must be reported to the department and repaired immediately upon occurrence at the contractors' expense or, if approved by the District Supervisor, by Parks and Recreation staff on a time and materials basis, and will be subsequently deducted from the contractor's payment
- All operations shall take place on weekdays, between 7 AM and 5PM, and shall not interfere with any scheduled activities or park users. Unanticipated events or circumstances may impact the ability for weed control to occur during the Monday to Friday window. Weed control may occur on weekends only with the approval of the District Supervisor
- Acreage totals found on maps are approximations for estimation purposes only. Actual acreage totals may vary; it is the responsibility of the contractor, if so desired, to verify actual acreage.
- Any damage or hazardous conditions observed in any park area shall be reported immediately to the District Supervisor for repair by parks staff.