

The City of

SAN
DIEGO

CITY OF SAN DIEGO
1200 Third Avenue, Suite 200
San Diego, CA. 92101

**Request for Proposal Landscape Maintenance
for the PUBLIC UTILITIES
DEPARTMENT, WATER SYSTEMS
OPERATION**

**Solicitation Number: 10089516-20-J
Due OCTOBER 29, 2019 @ 3:00 PM**

City Contact: Janet Polite

Sr. Procurement Contracting Officer

1200 Third Avenue, Suite 200 San Diego, CA. 92101
jpolite@sandiego.gov (619) 236-7017

Prepared by:
Treebeard Landscape, Inc.
9917 Campo Rd.
Spring Valley, CA 91979
619-697-8302
Est. 1978



CITY OF SAN DIEGO

PURCHASING & CONTRACTING DEPARTMENT

1200 Third Avenue, Suite 200

San Diego, CA 92101-4195

Fax: (619) 236-5904

ADDENDUM A

Invitation to Bid (ITB), 10089516-20-J

Closing Date: October 29, 2019
@ 3:00 p.m.

Bid for furnishing the City of San Diego with **Landscape Maintenance for Public Utilities Department, Water Systems Operation**

The following changes to the specifications are hereby made effective as though they were originally shown and/or written:

1. Remove the original cover sheets and replace with the attached Addendum A cover sheet. (**NOTE:** Changes are made in **bold** font.)
2. Remove the original ITB, Signature Page (pg 3 of 9) and replace with the attached Addendum A, Signature Page.
3. Add one (1) page "Questions and Answers". (**NOTE:** The questions and answers are being provided for informational purposes only, and are not part of any resulting contract from this RFP.)

CITY OF SAN DIEGO PURCHASING & CONTRACTING DEPARTMENT

Janet Polite
Senior Procurement Contracting Officer
(619) 236-7017

October 9, 2019



**Request for Invitation to Bid (ITB) for
Landscape Maintenance for Public Utilities Department, Water Systems Operation
Addendum A**

Solicitation Number: 10089516-20-J

Solicitation Issue Date: September 26, 2019

Pre-Bid Conference and Site Inspection: October 2, 2019 @ 8:00 a.m.
Miramar Water Treatment Plant, Conf. Room E
10710 Scripps Lake Drive
San Diego, CA 92131

Questions and Comments Due: October 8, 2019 @ 12:00 p.m.

Response Due Date and Time (“Closing Date”): October 29, 2019 @ 3:00 p.m.

Contract Terms: Two (2) years from Effective Date with option to renew for three (3) additional one-year terms, as defined in Article I, Section 1.2 of the City's General Contract Terms and Conditions.

City Contact: Janet Polite, Sr. Procurement Contracting Officer
1200 Third Avenue, Suite 200
San Diego, California 92101
jpolite@sandiego.gov
(619) 236-7017

Submissions: Respondent is required to provide two (2) originals and one (1) electronic copy (e.g. thumb drive or CD) of their response as described herein.

Completed and signed ITB signature page is required, with the most recent addendum listed as an acknowledgment of all addenda issued.

Note: Emailed submissions will not be accepted.

**ITB 10089516-20-J, Landscape Maintenance for Public Utilities Department,
Water Systems Operations
Questions and Answers**

Question 1: What is the estimated bid value?

Response: Approximately \$900,000.

Question 2: Who is the current contractor?

Response: City is currently using three contractors at different sites: Treebeard, Sunset Solutions Landscaping, and Urban Corps.



**Request for Invitation to Bid (ITB) for
Landscape Maintenance for Public Utilities Department, Water Systems Operation**

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Note: Emailed submissions will not be accepted.

**CONTRACT RESULTING FROM INVITATION TO BID NUMBER 10089516-20-J, Landscape
Maintenance for Public Utilities Department, Water Systems Operations**

This Contract (Contract) is entered into by and between the City of San Diego, a municipal corporation (City), and the successful bidder to Invitation to Bid (ITB) # 10089516-20-J, Landscape Maintenance for Public Utilities Department, Water Systems Operations (Contractor).

RECITALS

On or about 9/26/2019, City issued an ITB to prospective bidders on services to be provided to the City. The ITB and any addenda and exhibits thereto are collectively referred to as the "ITB." The ITB is attached hereto as Exhibit A.

City has determined that Contractor has the expertise, experience, and personnel necessary to provide the services.

City wishes to retain Contractor to [describe goods/services] as further described in the Scope of Work, attached hereto as Exhibit B. (Services).

For good and valuable consideration, the sufficiency of which is acknowledged, City and Contractor agree as follows:

**ARTICLE I
CONTRACTOR SERVICES**

1.1 Scope of Work. Contractor shall provide the Services to City as described in Exhibit B which is incorporated herein by reference. Contractor will submit all required forms and information described in Exhibit A to the Purchasing Agent before providing Service.

1.2 General Contract Terms and Provisions. This Contract incorporates by reference the General Contract Terms and Provisions, attached hereto as Exhibit C.

**ARTICLE II
DURATION OF CONTRACT**

2.1 Term. This Contract shall be for a period of two (2) years beginning on the Effective Date. City may, in its sole discretion, extend this Contract for three (3) additional one (1) year period(s). The term of this Contract shall not exceed five years unless approved by the City Council by ordinance.

2.2 Effective Date. This Contract shall be effective on the date it is executed by the last Party to sign the Contract, and approved by the City Attorney in accordance with San Diego Charter Section 40.

**ARTICLE III
COMPENSATION**

3.1 Amount of Compensation. City shall pay Contractor for performance of all Services rendered in accordance with this Contract in an amount not to exceed \$3,000,000.00.

**ARTICLE IV
WAGE REQUIREMENTS**

4.1 By submitting a response to this ITB, Contractor certifies that he or she is aware of, and agrees to comply with, the wage provisions described in Exhibit D, Wage Requirements, which is incorporated herein by reference, before commencing Services.

**ARTICLE V
CONTRACT DOCUMENTS**

5.1 Contract Documents. The following documents comprise the Contract between the City and Contractor: this Contract and all exhibits thereto; the Notice to Proceed; and the City's written acceptance of exceptions or clarifications to the ITB, if any.

5.2 Contract Interpretation. The Contract Documents completely describe the Services to be provided. Contractor will provide any Services that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for or identified in the Contract Documents. Words or phrases which have a well-known technical or construction industry or trade meaning and are used to describe Services will be interpreted in accordance with that meaning unless a definition has been provided in the Contract Documents.

5.3 Precedence. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the Parties will use the order of precedence as set forth below. The document highest in the order of precedence controls. Inconsistent provisions in the Contract Documents that address the same subject, are consistent, and have different degrees of specificity, are not in conflict and the more specific language will control. The order of precedence from highest to lowest is as follows:

- 1st The Contract
- 2nd The ITB and the City's written acceptance of any exceptions or clarifications to the ITB, if any
- 3rd Contractor's Pricing

5.4 Counterparts. This Contract may be executed in counterparts which, when taken together, shall constitute a single signed original as though all Parties had executed the same page.

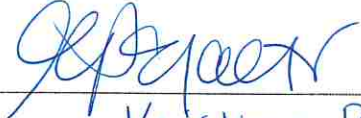
5.5 **Public Agencies.** Other public agencies, as defined by California Government Code section 6500, may choose to use the terms of this Contract, subject to Contractor's acceptance. The City is not liable or responsible for any obligations related to a subsequent Contract between Contractor and another public agency.


IN WITNESS WHEREOF, this Contract is executed by City and Contractor acting by and through their authorized officers.

CONTRACTOR

CITY OF SAN DIEGO
A Municipal Corporation

Treebeard Landscape, Inc.
Bidder
9917 Campo Rd.
Street Address
Spring Valley, CA 91979
City
619-697-8302
Telephone No.
diane@treebeardlandscape.com
E-Mail

BY: 
Kristina Perault
Print Name: Kristina Perault
Director
Purchasing & Contracting Department
14 Jan 2020
Date Signed

BY: 
Diana Patterson
Signature of Bidder's Authorized
Representative
Diana Patterson
Print Name
General Manager
Title
10/28/19
Date

Approved as to form this 14 day of
Jan., 20 2020
MARA W. ELLIOTT, City Attorney

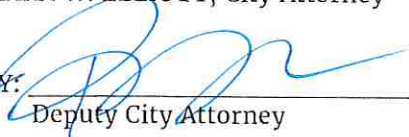
BY: 
Deputy City Attorney

EXHIBIT A
INSTRUCTIONS AND BID REQUIREMENTS

A. BID SUBMISSION

1. Timely Bid Submittal. Bids must be submitted as described herein to the Purchasing & Contracting Department (P&C).

1.1 Reserved.

1.2 Paper Bids. The City will accept paper bids in lieu of eBids. Paper bids must be submitted in a sealed envelope to the Purchasing & Contracting Department (P&C) located at 1200 Third Avenue, Suite 200, San Diego, CA 92101. The Solicitation Number and Closing Date must be referenced in the lower left-hand corner of the outside of the envelope. Faxed bids will not be accepted.

1.3 Bid Due Date. Bids must be submitted prior to the Closing Date indicated in the eBidding System. E-mailed and/or faxed bids will not be accepted.

1.4 Pre-Bid Conference. Pre-bid conference information is noted on the eBidding System.

1.4.1 Bidders are required to attend the pre-bid conference. Bidder's failure to attend will result in disqualification.

1.5 Questions and Comments. Written questions and comments must be submitted electronically via the eBidding System no later than the date specified on the eBidding System. Only written communications relative to the procurement shall be considered. The City's eBidding System is the only acceptable method for submission of questions. All questions will be answered in writing. The City will distribute questions and answers without identification of the inquirer(s) to all bidders who are on record as having received this ITB via its eBidding System. No oral communications can be relied upon for this ITB. Addenda will be issued addressing questions or comments that are determined by the City to cause a change to any part of this ITB.

1.6 Contact with City Staff. Unless otherwise authorized herein, bidders who are considering submitting a bid in response to this ITB, or who submit a bid in response to this ITB, are prohibited from communicating with City staff about this ITB from the date this ITB is issued until a contract is awarded.

2. Submission of Information and Forms.

2.1 Completed and signed Contract Signature Page. If any addenda are issued, the latest Addendum Contract Signature Page is required.

2.2 Exceptions requested by bidder, if any. The bidder must present written factual or legal justification for any exception requested to the Scope of Work, Contract, or the Exhibits. Any exceptions to the Contract that have not been accepted by the City in

writing are deemed rejected. The City, in its sole discretion, may accept some or all of bidder's exceptions, reject bidder's exceptions and deem the bid non-responsive, or award the Contract without bidder's proposed exceptions.

2.3 The Contractor Standards Pledge of Compliance Form.

2.4 Equal Opportunity Contracting forms including the Work Force Report and Contractors Certification of Pending Actions.

2.5 Living Wage Ordinance Certification of Compliance.

2.6 Licenses as required in Exhibit B.

2.7 Reserved.

2.8 Additional Information as required in Exhibit B.

2.9 Reserved

2.10 Reserved

2.11 One copy of the safety data sheet (SDS) for each product bid. Only those products whose label and MSDS clearly state the contents, hazard potential, and protective measures required shall be considered for purchase.

3. **Bid Review.** Bidders are responsible for carefully examining the ITB, the Scope of Work, this Contract, and all documents incorporated into the Contract by reference before submitting a bid. If selected for award of contract, bidder shall be bound by same unless the City has accepted bidder's exceptions, if any, in writing.

4. **Addenda.** The City may issue addenda to this ITB as necessary. All addenda are incorporated into the Contract. The bidder is responsible for determining whether addenda were issued prior to a bid submission. Failure to respond to or properly address addenda may result in rejection of a bid.

5. **Quantities.** The estimated quantities provided by the City are not guaranteed. These quantities are listed for informational purposes only. Quantities vary depending on the demands of the City. Any variations from the estimated quantities shall not entitle the bidder to an adjustment in the unit price or any additional compensation.

6. **Quality.** Unless otherwise required, all goods furnished shall be new and the best of their kind.

6.1 **Items Offered.** Bidder shall state the applicable trade name, brand, catalog, manufacturer, and/or product number of the required good, if any, in the bid.

6.2 **Brand Names.** Any reference to a specific brand name in a solicitation is illustrative only and describes a component best meeting the specific operational, design,

performance, maintenance, quality, or reliability standards and requirements of the City. Bidder may offer an equivalent or equal in response to a brand name referenced (Proposed Equivalent). The City may consider the Proposed Equivalent after it is subjected to testing and evaluation which must be completed prior to the award of contract. If the bidder offers an item of a manufacturer or vendor other than that specified, the bidder must identify the maker, brand, quality, manufacturer number, product number, catalog number, or other trade designation. The City has complete discretion in determining if a Proposed Equivalent will satisfy its requirements. It is the bidder's responsibility to provide, at their expense, any product information, test data, or other information or documents the City requests to properly evaluate or demonstrate the acceptability of the Proposed Equivalent, including independent testing, evaluation at qualified test facilities, or destructive testing.

7. Modifications, Withdrawals, or Mistakes. Bidder is responsible for verifying all prices and extensions before submitting a bid.

7.1 Modification or Withdrawal of Bid before Bid Opening. Prior to the Closing Date, the bidder or bidder's authorized representative may modify or withdraw the bid by providing written notice of the bid modification or withdrawal to the City Contact via the eBidding System. E-mail or telephonic withdrawals or modifications are not permissible.

7.2 Bid Modification or Withdrawal of Bid After Bid Opening. Any bidder who seeks to modify or withdraw a bid because of the bidder's inadvertent computational error affecting the bid price shall notify the City Contact identified on the eBidding System no later than three working days following the Closing Date. The bidder shall provide worksheets and such other information as may be required by the City to substantiate the claim of inadvertent error. Failure to do so may bar relief and allow the City recourse from the bid surety. The burden is upon the bidder to prove the inadvertent error. If, as a result of a bid modification, the bidder is no longer the apparent successful bidder, the City will award to the newly established apparent successful bidder. The City's decision is final.

8. Incurred Expenses. The City is not responsible for any expenses incurred by bidders in participating in this solicitation process.

9. Public Records. By submitting a bid, the bidder acknowledges that any information submitted in response to this ITB is a public record subject to disclosure unless the City determines that a specific exemption in the California Public Records Act (CPRA) applies. If the bidder submits information clearly marked confidential or proprietary, the City may protect such information and treat it with confidentiality to the extent permitted by law. However, it will be the responsibility of the bidder to provide to the City the specific legal grounds on which the City can rely in withholding information requested under the CPRA should the City choose to withhold such information. General references to sections of the CPRA will not suffice. Rather, the bidder must provide a specific and detailed legal basis, including applicable case law, that clearly establishes the requested information is exempt from the disclosure under the CPRA. If the bidder does not provide a specific and detailed legal basis for requesting the City to withhold bidder's confidential or proprietary information at the time of bid submittal, City will release the information as required by the CPRA and bidder will hold the City, its elected officials, officers, and employees harmless for

release of this information. It will be the bidder's obligation to defend, at bidder's expense, any legal actions or challenges seeking to obtain from the City any information requested under the CPRA withheld by the City at the bidder's request. Furthermore, the bidder shall indemnify and hold harmless the City, its elected officials, officers, and employees from and against any claim or liability, and defend any action brought against the City, resulting from the City's refusal to release information requested under the CPRA which was withheld at bidder's request. Nothing in the Contract resulting from this bid creates any obligation on the part of the City to notify the bidder or obtain the bidder's approval or consent before releasing information subject to disclosure under the CPRA.

10. Right to Audit. The City Auditor may access bidder's records as described in San Diego Charter section 39.2 to confirm contract compliance.

B. PRICING

1. Fixed Price. All prices shall be firm, fixed, fully burdened, FOB destination, and include any applicable delivery or freight charges, and any other costs required to provide the requirements as specified in this ITB.

2. Taxes and Fees. Taxes and applicable local, state, and federal regulatory fees should not be included in the price proposal. Applicable taxes and regulatory fees will be added to the net amount invoiced. The City is liable for state, city, and county sales taxes but is exempt from Federal Excise Tax and will furnish exemption certificates upon request. All or any portion of the City sales tax returned to the City will be considered in the evaluation of bids.

3. Escalation. An escalation factor is not allowed unless called for in this ITB. If escalation is allowed, bidder must notify the City in writing in the event of a decline in market price(s) below the bid price. At that time, the City will make an adjustment in the Contract or may elect to re-solicit.

4. Unit Price. Unless the bidder clearly indicates that the price is based on consideration of being awarded the entire lot and that an adjustment to the price was made based on receiving the entire bid, any difference between the unit price correctly extended and the total price shown for all items shall be offered shall be resolved in favor of the unit price.

C. BID OPENING. All bids will be opened at, or immediately after, the time noticed for the bid opening in a location that is open to the public. No bidder or interested person will be excluded from the bid opening. Where no member of the public is in attendance, at least one City officer or employee, in addition to the City employee opening the bids, will be present. Bid results will be announced in the presence of those attending. The name of the project will be audibly announced to those present followed by the name of the bidder, the name of the surety, the amount of the bond, if required, and the total amounts or unit amounts bid. Any person present shall have the right to ask the announcements be repeated or to ask that omitted data be supplied. Such requests will be honored to the extent they do not

unreasonably delay or interfere with the bid opening procedure, as determined at the sole discretion of the City employee opening the bids.

D. EVALUATION OF BIDS

1. Low Bid Award. A contract will be awarded to the lowest responsible and responsive bidder.

2. Additional Information. The City may require bidder to provide additional written or oral information to clarify responses.

3. Sustainable Materials. Consistent with Council Policy 100-14, the City encourages use of readily recyclable submittal materials that contain post-consumer recycled content.

4. Waiver of Defects and Technicalities. The City may waive defects and technicalities in bids when to do so is in the City's best interests.

5. Rejection of All Bids. The City may reject any and all bids when to do so is in the City's best interests.

E. ANNOUNCEMENT OF AWARD

1. Award of Contract. The City will inform all bidders of its intent to award a Contract in writing.

2. Obtaining Bid Results. Bid results may be obtained by: (1) attending the bid opening; (2) e-mailing a request to the City Contact identified on the eBidding System; or (3) visiting the P&C eBidding System to review the bid results. To ensure an accurate response, requests should reference the Solicitation Number. Bid results will not be released over the phone.

3. Multiple Awards. City may award more than one contract by awarding separate items or groups of items to various bidders. The additional administrative costs associated with awarding more than one Contract will be considered in the determination.

F. PROTESTS. The City's protest procedures are codified in Chapter 2, Article 2, Division 30 of the San Diego Municipal Code (SDMC). These procedures provide unsuccessful bidders with the opportunity to challenge the City's determination on legal and factual grounds. The City will not consider or otherwise act upon an untimely protest.

G. SUBMITTALS REQUIRED UPON NOTICE OF INTENT TO AWARD. The successful bidder is required to submit the following documents to P&C **within ten (10) business days** from the date on the Notice of Intent to Award letter:

1. Insurance Documents. Evidence of all required insurance, including all required endorsements, as specified in Article VII of the General Contract Terms and Provisions.

2. Taxpayer Identification Number. Internal Revenue Service (IRS) regulations require the City to have the correct name, address, and Taxpayer Identification Number (TIN) or Social Security Number (SSN) on file for businesses or persons who provide goods or services to the City. This information is necessary to complete Form 1099 at the end of each tax year. To comply with IRS regulations, the City requires each Contractor to provide a Form W-9 prior to the award of a Contract.

3. Business Tax Certificate. All businesses that contract with the City must have a current business tax certificate unless the City Treasurer determines the business is exempt.

4. Bond. A bond as described in Exhibit B.

5. Reserved.

The City may find the bidder to be non-responsive and award the Contract to the next responsible and responsive low bidder if the apparent successful bidder fails to timely provide the required information or documents.

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for

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**EXHIBIT B
SCOPE OF WORK**

A. OVERVIEW

The City of San Diego (CITY), Public Utilities Department (PUD), Water Systems Operations division is soliciting bids for a licensed Landscape Maintenance contractor (Contractor) to provide Landscape Maintenance and Improvement services at the sites identified in Section S (Contract Sites and Staffing Requirements) of this document. Contractor must have the staffing, equipment knowledge and financial resources to perform landscape maintenance services in accordance with the specifications, herein. Services to be performed include, but are not limited to, the following:

- 1. Landscape Maintenance.** Contractor shall perform complete Landscape Maintenance services including, but not limited to, irrigation; pruning; shaping and training of trees, shrubs, turf, and groundcover plants; fertilization; litter control; weed control; control of all plant diseases and pests; mowing; edging; renovation and aeration; sweeping; and all other maintenance required to keep the Contract Sites safe, attractive, and in useable condition, and to ensure plant material is healthy with horticulturally acceptable growth and color, for the duration of the contract.
- 2. Improvements Maintenance.** Contractor shall maintain improvements including, but not limited to, all components of irrigation, plant material, rock material, mulch, planting areas, sidewalks, parking lots, trash receptacles, and signage.
- 3. Extraordinary Labor.** Extraordinary Labor is a requirement of this contract and is intended for unplanned work, miscellaneous projects, and repair services, as approved by Technical Representative. Urgent Extraordinary Labor projects may require a separate work crew to specifically perform the additional work. Contractor shall be able to provide a separate, specific work crew, if necessary. Extraordinary Labor is defined in Section N and includes examples of work typically performed under this provision. All Extraordinary Labor must be approved, in writing, by Technical Representative prior to commencement of work.

Contractor will be required to provide all equipment as described in Section E (Equipment), labor and materials necessary to perform landscape maintenance, improvements, irrigation services, and Extraordinary Labor in accordance with these specifications.

B. MANDATORY PRE-BID CONFERENCE AND SITE INSPECTIONS

All bidders are required to attend the mandatory pre-bid conference on October 2, 2019 at 8:00 a.m., which will be held at the following address:

Miramar Water Treatment Plant, Conf. Room E
10710 Scripps Lake Drive
San Diego, CA 92131

Goods and Services ITB
Revised: November 8, 2016
OCA Document No. 1277089

The pre-bid conference will include a tour of locations that represent the types of facilities and environments that landscape maintenance services will be required. An itinerary of the sites to be visited will be provided at the pre-bid conference. It is likely that the site inspections will occur over two (2) successive days (approx. 4 hours each day). Transportation to and from the pre-bid conference and site inspections is the sole responsibility of the bidder.

Late attendance is not permitted at the pre-bid conference or site inspections. Any bidder arriving after the start time will be unable to participate in this bidding opportunity.

C. DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER

	Registration No.	Expiration Date	Name
DIR Registration No.	1000030259	6/30/2021	Treebeard Landscape

D. LICENSES

To perform the work described in this solicitation, bidders must hold a current C-27 Contractors License, issued by the State of California.

Any person supervising the use of pesticides, herbicides, or rodenticides must possess a valid Qualified Applicator's Certificate for Category B. Contractor must also hold a Pest Control Business License and retain the services of a licensed Pest Control Advisor, and must be registered with the County Agriculture Commissioner. Contractor must possess the below licenses prior to submitting their bid.

Any bidder holding a different license who feels qualified to bid on this work must notify the City Contact in writing at least seven (7) days prior to the bid closing. After a thorough review of the proposed license substitution, the City will inform the bidder, in writing, of its decision prior to the bid closing. The City's decision is final.

	License Number	Expiration Date	Name
State of California Contractor's License	Class: C27 No.: 388579	4/30/20	Tim Hillman
Qualified Applicator Certificate	Category B C Certificate No: 101044	12/31/20	Tim Hillman
Pest Control Business License	License No. 38808	12/31/19	Tim Hillman
Pest Control Advisor	Registration No. PCA 75356	12/31/2020	Tim Faucett

Goods and Services ITB
Revised: November 8, 2016
OCA Document No. 1277089

E. EQUIPMENT

Below is a list of equipment necessary to perform the services in this bid. Refer to page “9 of 12” of the Contractor Standards Pledge of Compliance form regarding “Statement of Available Equipment”.

Required Equipment:

- Numerous Power and Manual Tools including: Edger’s, Blowers, Weed Whips, Backpack Sprayers, Hedge Trimmers, Small Fertilizer Spreaders, Pruning Tools, Water Probe, and all other hand tools necessary to accomplish the maintenance requirements.
- One (1) turf aerifier (core extractor)
- One (1) sprayer and boom (100-gallon capacity)
- Adequate number of trucks/trailers for daily use
- Two (2) chain saws

Optional Equipment:

- **Blowers.** Unless specifically stated otherwise, blowers may be used at Contractors discretion. The Contractor will be held responsible for any damages incurred to persons or property related to use of subject blowers. It is always a better choice to sweep where people and cars are present, especially when performing duties on the medians. All dirt and debris is to be removed from the site, not blown into streets or adjoining properties.

F. TECHNICAL REPRESENTATIVE

The Technical Representative for this Contract is identified in the notice of award and is responsible for overseeing and monitoring this Contract.

G. MATERIALS

Estimated annual material costs to fulfill all routine task frequencies under this contract shall be in accordance with fair market pricing at time of award of contract. Material estimates should include any/all material costs including, but not limited to, irrigation, weed control, litter control, fertilization, pest control, etc. on the Schedule of Task Costs pages. Contractor must be able to verify any and all material costs and quantities listed in their bids. Upon request, Contractors shall provide information for material(s) identifying and verifying various vendors, (company name, address, phone number and contact person), along with cost quotes for each individual material submitted for consideration.

The Technical Representative will evaluate all material costs associated with tasks specified under this contract and may reject any bid that under or over estimates the material costs associated with the task requirements. It is recommended that Contractor considers all factors including project square footage, task frequencies and specifications impacting material costs.

H. PERFORMANCE BOND

Prior to the execution of the Contract, the successful bidder will be required to post a performance bond (Bond) in a sum equal to twenty-five percent (50%) of the Contract amount and under the provisions outlined in City's General Contract Terms and Provisions (Exhibit C).

I. INITIAL SITE INSPECTION AND ACCEPTANCE OF WORK

Contractor shall accept the existing condition of all Contract Sites at the time of contract award. Approximately ten (10) days after the commencement of work, Contractor shall tour Contract Sites with the Technical Representative. The Technical Representative may authorize a mutually agreed upon one-time (1) payment to Contractor for correcting any identified and agreed upon deficiencies. If payment and work are authorized, Contractor shall bring the Contract Sites into compliance with the bid specifications and thereafter maintain them as specified herein.

J. QUALITY OF WORK

Contractor shall perform all work in accordance with the best landscape maintenance practices and in keeping with the high aesthetic level of the Contract Areas being maintained. The Technical Representative, or designee, shall periodically inspect all maintenance operations and approve or reject the work performed and methods or materials used.

K. CONTRACTORS ABILITY TO PERFORM

Contractor must have the staffing, equipment knowledge and financial resources to perform landscape maintenance projects in a timely manner with a quality end product. Some priority projects may need to be performed immediately. In the event Contractor is awarded extraordinary labor work, Contractor shall provide a separate specific work crew to accomplish projects as may be required.

L. CONTRACTOR RESPONSIBILITIES

Contractor is responsible for ensuring that work performed under this contract by Contractor's employees, representatives, and/or subcontractors conforms with the specifications and guidelines herein, adheres to best-practice standards for landscape maintenance, and complies with all applicable state and local regulations.

- 1. General Requirements and Information.** Contractor shall be aware of and comply with regulatory matters related to safety, hazardous conditions, hazardous waste and disposal, water conservation and recycling, and environment concerns.
 - a. Safety.** Contractor to ensure all work performed under this contract is done so in a manner that provides maximum safety to the public and, where applicable, comply with all safety standards required by OSHA. The Technical Representative reserves the right to issue restraint or cease and desist orders

to the Contractor when unsafe or harmful acts are observed or reported relative to the performance of the work under this contract.

- b. Hazardous Conditions. Contractor is required to keep all work sites free of hazards to persons and/or property resulting from Contractors operations. Any hazardous conditions noted by the Contractor which are not a result of the Contractors operations shall be immediately reported to the Technical Representative.
- c. Hazardous Waste and Disposal. Contractor shall become familiar with the procedures for disposing of hazardous waste, which are shown below. In the event Contractor finds, suspects, or is made aware of any illegally dumped debris which might reasonably be considered hazardous to the health and/or safety of Contractor, staff, the public, the landscape environment, and/or adjacent properties, Contractor staff and Subcontractors shall adhere to the procedures.

Hazardous Waste Disposal Procedure

In all areas covered by this contract, Contractor and/or Contractors subordinate staff, upon finding illegally dumped debris which might reasonably be considered hazardous to the health and/or safety of workers, the public, the landscape environment and/or adjacent properties, shall adhere to the following procedures:

- 1) Do not remove, touch, or sniff any of the product.
- 2) Cordon off the area where the material has been found, to the extent possible.
- 3) Immediately call 911 (Fire Department) and provide all relevant information such as:
 - a) Finder's name and company
 - b) Specific location of material
 - c) Try to determine:
 - i) Number, size, and types of containers
 - ii) Description of labels
 - iii) Spillage to soil, pavement, or water
 - iv) Description: solid, liquid, color, obvious odor
 - v) Any danger to public
- 4) Inform the appropriate Supervisor and City Technical Representative, as soon as possible.
- 5) Remain at site until the Fire Department arrives.

- d. Water Conservation and Recycling. Contractor shall ensure that Water conservation is diligently practiced, at all times. Irrigation shall be done in a manner to minimize run-off or other wastage. Failure to properly manage and conserve water resources may result in deductions in pay or other

penalties. Contractor shall turn off irrigation systems during periods of rainfall and at such other times when suspension of irrigation is desirable to conserve water and to remain within the guidelines of good horticulturally acceptable landscape maintenance practices. Irrigation run times shall be adjusted weekly to compensate for current weather conditions (unless/until a weather-based controller is installed).

- e. Environmental Management System Awareness Program. City's Public Utilities Department complies with the voluntary environmental standard titled ISO-14001 environmental management systems. The division is committed to regulatory compliance, pollution prevention, and continual improvement. Contractor shall be aware of the ISO-14001 environmental management system while working at Contract Sites under contract and is expected to participate by following environmental regulations, keeping the site clean, recycling, and reporting any environmental issues. Please contact the facility environmental management representative at telephone number (619) 527-3947 to report any environmental issues or to obtain additional information regarding this policy.
2. **Company Representative.** Contractor shall ensure a company representative, authorized to discuss matters related to this contract, is available during normal business hours, Monday through Friday from 6:00 a.m. and 6:00 p.m. All calls from the Technical Representative shall be returned within a one (1) hour period.
3. **Emergency Calls.** Contractor shall have the capability to receive and to respond immediately to calls of an emergency nature during normal working hours and outside of normal working hours. Calls of an emergency nature received by the Technical Representative shall be referred to the Contractor for immediate disposition.

Emergency calls are defined as those where the Technical Representative, or designee, states an emergency exists and notifies the Contractor's office of such emergency. Failure to take appropriate corrective action for emergencies within the agreed upon time frame may result in termination of the contract.

Emergency calls relating to irrigation shall be referred to the Contractor. A twenty-four (24) hour emergency telephone number shall be provided by the Contractor for this purpose. A supervisor or manager shall respond to emergency telephone calls within fifteen (15) minutes of the call being placed.

4. **Reporting of Damages.** Contractor on-site personnel shall immediately report any hazards, damages, defects, leaks, power outages, or any other problems or irregularities to the Technical Representative. The Contractor shall immediately report any hazard, damage, defect, leak, power outage, or other issue or situation that poses threat to the safety of the public and/or employees or a loss of City assets (including water). Safety problems should be reported by calling the Technical

Representative during normal business hours. If these problems are encountered outside of normal business hours, call the Public Utilities Department, Building Maintenance Supervisor, at (858) 614-4569 and provide the name and address of the Contract Site and a description of the problem. Other hazards, damages, defects, other problems or irregularities, or maintenance issues should be reported to the Technical Representative within 24 hours of discovery.

5. **Scheduling of Work.** Contractor shall establish an annual schedule of work (Work Schedule) to be followed in the performance of this Contract. In addition, the Contractor shall provide the Technical Representative, or designee, with a list(s) of exact start dates for fertilization, renovation, aeration and other infrequent operations at each of the Contract Sites at least ten (10) days in advance of performing any of these operations. The Work Schedule provided by Contractor must be completed and submitted to the Technical Representative prior to the commencement of work on this contract. Any changes in scheduling shall be reported, in writing, to the Technical Representative immediately. This schedule shall include routine work as well as infrequent operations such as fertilization and pruning.

Unless otherwise specified, Contractor shall accomplish all normal landscape maintenance required under this contract between the hours of 6:00 a.m. and 6:00 p.m., Monday through Friday with the exception of the holidays listed in Section O (City-Observed Holidays), above. The Technical Representative may grant, on an individual basis, permission to perform contract maintenance at other hours where the public's use of the Contract area is too great to allow for proper maintenance during normal working hours. Maintenance functions that generate excess noise, which would cause unreasonable disturbance to staff and visitors of the facilities, e.g., operations of power equipment, shall not commence before 8:00 a.m.

Contractor shall conduct the work at all times in a manner which will not unreasonably interfere with pedestrian traffic on adjacent sidewalks or vehicular traffic on adjacent streets.

Contractor shall acquaint itself with conditions at the work sites so as not to interfere with City operations. Contractor shall not stop, delay, or interfere with City work schedule(s) or operations without prior approval from the Technical Representative. Contractor shall be entirely responsible for working in harmony with all others on the work site (i.e. City staff and Contractor's staff) when Contractor is working on City premises.

6. **Staffing.** Contractor shall provide properly licensed and trained personnel to perform the services to which staff is assigned within the prescribed timeframe. Contractor shall also maintain a sufficient number of trained staff to cover vacations, illness, and emergency leaves for staff assigned to this Contract. While on City premises, employees and agents of Contractor shall comply with all City rules and regulations.

- a. **Supervision.** Contractor shall have on the job site at all times, competent Supervisors (may be Working Field Supervisor) capable of discussing all matters pertaining to the contract with the Technical Representative. Contractor shall furnish sufficient supervisory and working personnel capable of accomplishing, to the satisfaction of the Technical Representative, all work required under this contract. Supervisory personnel shall include the following:

1. **Working Field Supervisor.** Working Field Supervisor (Field Supervisor) must have a minimum of three (3) years' experience overseeing all phases of landscape maintenance and personnel for a site of comparable square footage, scope of work and plant materials. This individual must be able to communicate effectively (orally and in writing) with the Technical Representative and with public citizens.

The onsite working Field Supervisor shall have a cell phone in their possession for communication with the Technical Representative. A minimum of one (1) qualified working Field Supervisor shall be on the job at all times work is being performed to provide the necessary supervision to ensure work is completed as specified by this contract.

The working Field Supervisor shall have verifiable experience (knowledge, skills and abilities) in the identification of and maintenance practices for drought tolerant, California native plants, ornamental trees, shrubs and groundcover, and exotic weeds as required for proper maintenance of all areas.

A resume of the assigned working Field Supervisor must be submitted with bid. Failure to do so may result in bid submittal being deemed non-responsive.

The working Field Supervisor may be interviewed by the Technical Representative prior to acceptance. Payroll records may be utilized to verify experience. The working Field Supervisor must be employed by the successful Contractor at the time this contract is awarded. Any changes in working Field Supervisor personnel must be submitted in writing to the Technical Representative and is subject to approval based on compliance to the aforementioned requirements.

The working Field Supervisor must be capable of identifying disease and pests, determining water needs of plants/trees/turf, and recommend adjustments and solutions. Supervisor shall be qualified to evaluate the landscape materials, plants irritation and provide feedback to the City regarding deficiencies issues, and provide remedial actions.

2. **Non-working Supervisor.** In addition, a non-working Supervisor shall inspect all areas under the contract a minimum of once a week. These inspections shall include a written Punch List (to be completed by the non-

working Supervisor) of deficient items and proposed dates of correction. The Punch List is itemized and noted during the site walk to identify work tasks. Punch Lists are to be given to the Technical Representative on a weekly basis. Date and time to be determined by the Technical Representative upon award.

- b. Irrigation Technician.** The Irrigation Technician on site shall not serve as the working Field Supervisor and shall be onsite at all times during working hours. Irrigation Technicians must have a minimum of three (3) years' experience with all aspects of irrigation system installation and maintenance to assure that all components are maintained in operable condition at all times.

Irrigation Technicians must have knowledge and experience in programming controllers and irrigating plant material in addition to knowledge and experience in troubleshooting and repairing all irrigation components utilized by the City.

Irrigation Technicians must have verifiable experience (knowledge, skills and abilities) and must be able to communicate effectively (orally and in writing) with the Technical Representative and with public citizens. **A resume of the assigned Irrigation Technician must be submitted with bid. Failure to do so may result in bid submittal being deemed non-responsive.**

- c. Full-Time Crew.** The Full-Time Crew shall not be taken away from their routine work schedule to complete the extra labor assignments for miscellaneous projects. Exceptions include illegal dump pick-up, planting replacement plants (Contractor neglect) or specific letter situations beyond the routing litter or maintenance requirement of this contract. If questions, Technical Representative should be contacted.

Upon award of contract, Contractor shall submit to the Technical Representative, a complete list to include the full names of employees assigned to the job site. Contractor shall replace any and all missing crew members with other fully-competent employees for the same work day. There will be no exception, unless approved by Technical Representative.

- d. Communication Skills.** Contractor shall ensure that all onsite Working Field Supervisors can effectively communicate in English, both verbally and in writing. The Working Field Supervisor must be capable of completing, in English, legible written forms and must be capable of understanding oral and/or written instructions in English.
- e. Physical Ability to Perform Work.** Contractor shall ensure that all personnel are physically and mentally able to do their assigned work.

- f. **Proper Conduct.** Contractor employees shall conduct themselves in a proper and efficient manner at all times and shall cause the least possible disturbance to the public.
 - g. **Uniforms.** Landscaping staff shall work in neat and clean uniforms. Contractor will furnish their employees with a shirt, or some other type of upper-body apparel, bearing the company's identification (a safety vest with the company identification on back will be considered as an adequate company identifier). Appropriate uniform shall be worn at all times, while on Contract Site. Failure to do so may result in termination of contract.
 - h. **Removal of employee.** Contractor shall remove from Contract Sites any and all employees deemed careless, incompetent, or otherwise objectionable, whose continued employment on the job is considered to be contrary to the best interest of the City, as determined by the Technical Representative.
7. **Repairs to Existing Facilities and Irrigation Systems.** All portions of existing structures or facilities, including irrigation systems, which require repair must be pre-approved by the Technical Representative. All work will be repaired or replaced in kind, unless otherwise approved. Compensation for materials shall be at the cost of the items involved plus ten percent (10%) markup fee for the Contractors cost of handling. Compensation for labor shall be for the estimated repair times specified below using the labor rate specified on the proposal form. All repairs must be pre-approved by the Technical Representative.
- a. **Damage or Alteration Resulting from Contractor Performance.** Contractor shall be responsible, at no cost to the City, for the repair or replacement of all portions of existing structures or facilities, including irrigation systems, which are damaged or altered in any way as a result of the performance of this Contract. Contractor shall immediately, in writing, report all damages and alterations to the Technical Representative. Damages and alternations shall be repaired or replaced in kind, as approved by the Technical Representative.

Unless otherwise directed, Contractor shall make repairs to facilities immediately after damage or alteration occurs as a result of Contractor's performance of work under this Contract.

A comprehensive testing and check of all irrigation systems shall be made approximately thirty (30) days prior to the end of the contract, and any repairs deemed the responsibility of the Contractor shall be made by the Contractor prior to the end of the contract. If repairs are not made by the Contractor to the satisfaction of the Technical Representative, deductions shall be made from the contract payment in the amount to cover the cost of repairs, as determined by the Technical Representative.

- b. All irrigation operation and adjustments shall be performed at no additional costs to the City.
- c. **Irrigation Systems Repair and Replacement.** Repair or replacement includes, but is not limited to, sprinkler system laterals (piping), sprinkler mains (pressure lines), vacuum breakers, sprinkler control valves, sprinkler controllers, sprinkler heads, sprinkler caps, sprinkler head risers, valve covers, boxes and lids (including electrical pull boxes and lids), valve sleeves and lids, quick coupler valves, and hose bibs. Any replacement must conform to the type and kind of existing system. Any deviation must be approved in writing by the Technical Representative. Estimated repair times are as follows:

Repairs to Sprinkler Irrigation Systems and Water Lines	Repair Time (Estimates)
Broken lateral sprinkler line (surface)	0.5 hour
Broken lateral sprinkler line (subsurface)	1.0 hour
Damaged auto-sprinkler valve	1.5 hours
Damaged gate valve, manual control, or quick coupler valve	0.5 hour
Replace sprinkler head and/or riser (if digging required) and subsurface sprinkler. Does not include screw on shrub heads	0.25 hour
Replace solenoid or bleed plug	0.25 hour

- 8. **Maintenance of Controller Cabinets and Battery Numbers.** Contractor shall be responsible for maintaining the painted surfaces of irrigation and lighting controller cabinets as well as the corresponding automatic irrigation battery numbers on the lids of the automatic control valve boxes. Contractor shall be responsible for light bulb replacements in controller cabinets, as necessary.
- 9. **Managing Automatic Irrigation Controllers.** Contractor shall take measures to protect City assets and prevent loss including, but not limited to, the following:
 - a. Ensure controller cabinets and building doors are locked at all times;
 - b. Refrain from duplicating any coded City key furnished by the City that provides access to and operation of the controller;
 - c. Surrender all keys furnished by the City promptly at the end of the contract period, or at any time deemed necessary by the Technical Representative to prevent serious loss to the City of San Diego;
 - d. Refrain from using premises behind locked doors for storage of materials, supplies, or tools except as approved by the Technical Representative.

- 10. Use of Chemicals.** Contractor shall submit sample labels and Material Safety Data Sheets (MSDS) for all chemical herbicides, insecticides, and rodenticides proposed for use under this contract for approval by the Technical Representative. Materials included shall be limited to chemicals approved by the State of California Department of Agriculture. The use of any chemical shall be based on the recommendations of a licensed Pest Control Advisor (PCA). Annual PCA Pesticide Recommendations are required for each pesticide proposed to be used under this contract for this specific site and shall be submitted to the Technical Representative. The use of chemicals shall conform to the current San Diego County Department of Agriculture regulations. No chemical herbicides, insecticides, or rodenticides shall be applied until its use is approved, in writing, by the Technical Representative as appropriate for the purpose and area proposed.

A Monthly Pesticide Use Report shall be submitted monthly with the Contractors invoices for payment. This report shall include a statement of all applications of herbicides, insecticides, and rodenticides, detailing the chemical used, undiluted quantity, rate of application, are in which used, applicator's name and the date and purpose of the application. For months in which no pesticides are applied, state "No Pesticide Used" on the Monthly Pesticide Use Report.

- 11. Litter and Debris.** Contractor shall keep Contract Sites free of litter, debris, and trash at all times to the extent reasonably possible.
- a. Contractor Generated Trash.** Contractor shall promptly remove all debris generated by pruning, trimming, weeding, edging and other work required in the specifications of this contract. Immediately after working in areas of public streets, walkways, gutters, driveways, and paved areas, Contractor shall clean them with suitable equipment.
 - b. Litter Pick-up.** In all areas covered by this contract, litter, including bottles, glass, cans, paper, cardboard, fecal matter, leaves, branches (any type and regardless of size), metallic items, cigarette butts, and other debris, shall be removed as shown in the Service Frequencies Schedule. The Contractor shall be responsible for paying any and all fees associated with the disposal of debris or trash accumulated during the performance of routine maintenance activities described above.
 - c. Hazardous Litter.** Hazardous litter, including but not limited to wire, broken glass, jagged metal, and similar kinds of litter, shall be immediately picked up and removed from the site by the Contractor upon notice or observation thereof.
- 12. Graffiti.** Contractor shall be responsible for keeping Contract Sites free of graffiti. Contractor shall charge extra for the cost of materials plus ten percent (10%) markup fee to remove graffiti. Graffiti shall be addressed by the Contractor within forty-eight (48) hours of receiving notice of such graffiti or discovery, whichever occurs

first. The Contractor shall notify the Technical Representative and receive approval prior to the purchase of materials. Repairs necessary to correct such damage will be performed by the City or by Contractor as Extraordinary Labor, subject to Technical Representative approval.

13. **Invoicing.** Contractor will be paid in accordance with Article III (Compensation) of City's General Contract Terms and Provisions, EXHIBIT C, attached herein. Contractor shall submit one (1) invoice identified as "original" and one (1) invoice identified as "copy" to Contractor Administrator, or designee, by the 10th of the following month in which work was performed. Invoices shall reference the current purchase order number, show the maintenance tasks performed, and allow for City-approved adjustment. Billing shall be consistent with the rates outlined in the Price Schedule.

Invoices for payment related to Extraordinary Labor and/or Extraordinary Work shall include the location the work was performed, and shall detail the work provided. Contractor must attach written authorization from the Technical Representative approving Extraordinary Labor and/or Extraordinary Work. Failure to do so will result in payment being withheld for such services. Compensation for materials associated with Extraordinary Labor will be the wholesale cost of the items involved plus ten percent (10%) for the Contractor's cost of handling.

A Monthly Pesticide Use Report shall accompany each invoice and shall be submitted in accordance with Number 8 (Use of Chemicals), above.

M. TYPES OF SERVICES AND METHOD OF PERFORMING WORK

Contractor shall ensure all work performed under this contract conforms with the manner outlined below and in accordance with the service frequencies prescribed in Section R (Service Frequencies).

1. **Facility Maintenance.** Contractor to ensure Contract Sites are maintained so that they are safe, non-hazardous, and in usable condition at all times, with specific attention to the following:
 - a. **Sidewalks and Other Paved Surfaces.** Contractor shall remove fecal matter, stones, glass, paper, leaves, twigs, and all other debris from paved areas. Any damage or repairs required shall be reported within twenty-four (24) hours to the Technical Representative.
 - b. **Picnic/Playground Furnishings and Area.** Contractor shall maintain all picnic/playground furnishings in a clean and safe condition at all times. Contractor shall remove trash, foreign substances, cobblestones, dangerous objects, and other debris from the area. Any damage to or malfunction of picnic/playground furnishings shall be reported within twenty-four (24) hours to the Technical Representative.

- c. **Repair of Damage or Malfunction.** Contractor shall report any damage to facility or malfunction of equipment not specifically outlined to Technical Representative, within twenty-four (24) hours. Repairs necessary to correct damaged, malfunction, or an otherwise unsatisfactory condition not as a result of Contractors negligence shall be performed by the City.
2. **Inspections.** The Contractor shall provide comprehensive ongoing inspection of the job site(s). Inspections shall be performed by the Working Field Supervisor as well as a non-working Supervisor who shall provide the Technical Representative with a written punch list each week of items requiring remedial action or attention together with dates when the required work will be performed. Failure to provide such a punch list will indicate that no remedial action is required and that all work has been performed in accordance with the contract Specifications.

Inspections for disease, insect and rodent infestation to be conducted as specified in number seven (7) of this section.

The City shall provide continuing inspection of the work area to ensure that maintenance is adequate and that all work complies with these Specifications. Discrepancies and deficiencies will be noted on Field Inspection Notices (FIN) and shall be corrected within the time frame specified. If the Contractor fails to take corrective action within the noted time frame on the Field Inspection Notice, the City may withhold payment and/or proceed with termination of the contract.

3. **Irrigation.** Irrigation shall be done by the use of automatic, mechanical sprinkler systems where available and operable; however, failure of the existing irrigation system to provide full and proper coverage shall not relieve Contractor of the responsibility to provide adequate irrigation with full and proper coverage to all areas. In those areas where a manual sprinkler system (including drip) is installed, the Contractor shall once a week, thoroughly inspect the operation of the system for any malfunction. Contractor shall advise the Technical Representative within twenty-four (24) hours of those malfunctions.

All areas not adequately covered by a sprinkler system shall be irrigated by a portable irrigation method. Contractor shall furnish all hoses, nozzles, sprinklers, etc. necessary to accomplish this supplementary irrigation.

Contractor shall maintain all sprinkler systems in such a way as to guarantee proper coverage and full working capability, and shall make necessary adjustments to prevent excessive run-off into street rights-of-way or other areas not meant to be irrigated. Care shall be exercised to prevent water waste, erosion, and/or detrimental seepage into existing underground improvements or structures.

City shall bear the cost for water used in the maintenance of sites covered under this contract with the exception of negligent water waste, which will be charged to Contractor as described in Section “e” below.

Irrigation shall be accomplished as follows:

- a. **Banks and Slopes.** Landscaped-improved banks and slopes shall be irrigated as required in accordance with current watering regulations written in specifications to maintain horticultural acceptable growth and color, and to encourage deep rooting.
 - b. **Shrub Beds.** Shrub Beds shall be irrigated as required to maintain horticultural acceptable growth and color, and to promote deep rooting. Shrub areas shall be irrigated at a rate which keeps surface runoff to a minimum. The irrigation rate shall be adjusted to the needs of shrub types, seasons and weather conditions.
 - c. **Newly Planted Trees, Shrubs, and Groundcover** shall receive special attention until these plants are established. Adequate water and fertilizer shall be applied to promote normal, healthy growth. Proper berms or basins shall be maintained during the establishment period. Prior approval is required from the Technical Representative to exceed watering regulations per Municipal Code 67.3806 governing Drought Level 2 – Drought Alert Conditions. Watering regulations are subject to change during the term of this contract.
 - d. **Compliance with Applicable Water Regulations.** Contractor shall comply, at all times, with the current level of the Emergency Water Regulations (see San Diego Municipal Code section 67.38) and any adopted City policies or procedures with respect to water usage and irrigation, as amended from time to time. The Contractor must obtain prior written approval from the Technical Representative before exceeding any applicable water regulations.
 - e. **Excessive Use or Waste of Irrigation Water.** When excessive use or waste of irrigation water results from Contractor’s, or any subcontractors, performance under this Contract, the estimated cost of such water shall be deducted from the City’s payment. Contractor shall also pay any monetary fines or other damages assessed to the City for failure to follow water conservation regulations imposed by the State of California, the City Water Authority, or other legal entities arising out of performance of this Contract
4. **Groundcovers.** Groundcovers are low growing plants that grow in colonies to form a solid mat over the surface of the ground. They spread by rhizomes, by stolens or by roots which form at the nodes of trailing branches that come in contact with the soil. The plants give a flat or two-dimensional effect to the landscape.

Groundcovers shall be maintained as follows:

- a. **Irrigation.** All areas planted with groundcovers shall be adequately irrigated and fertilized to maintain the planting in a healthy condition. Frequent, light irrigations shall be avoided.
 - b. **Edging.** Groundcover beds shall be maintained within their intended bounds and shall not be permitted to encroach into lawns, shrub beds, sidewalks, or adjacent areas, or to encroach in any manner deemed undesirable by the Technical Representative. Edging is to be completed as specified in the Service Frequencies and shall include all fixtures (e.g., fire hydrants, manhole covers, meter boxes, valve boxes, quick couplers, gate valves). All edging must have a clean cut with the cut perpendicular to the hard surface and not removed from it. Chemical edging is not acceptable.
 - c. **Pruning.** All groundcover plantings shall be thinned and pruned as necessary to keep them within their intended bounds, and at such other times as directed by the Technical Representative for the health of the plantings and the appearance of the site.
 - d. **Replanting.** Replanting will be required to maintain the continuity of the groundcover area, and replacements shall be as approved by the Technical Representative, according to Item 8, Replacement of Plant Material, below.
 - e. **Cultivation.** The open soil between plants shall be cultivated where the planting permits.
5. **Pruning of Shrubs and Groundcover Plants.** All shrubs and groundcover plants growing in the work areas shall be pruned as required to maintain plants in a healthy, growing condition; to maintain plant growth within reasonable bounds; and to prevent encroachment of passage ways, walks, streets, or view of signs; or encroachment in any manner deemed objectionable by the Technical Representative. Dead or damaged limbs shall be removed with sharp pruning tools, with no stubs remaining. Pruning shall be done in a manner that allow plants to grow naturally in accordance with their normal growth characteristics except where box hedging is required by the Technical Representative. Shearing, hedging or severe pruning of plants, unless authorized by the Technical Representative, shall not be permitted. Growth regulators shall not be used.
6. **Weed Control.** For the purposes of these specifications, a weed will be considered "any undesirable or misplaced plant". Weeds shall be controlled by manual, mechanical, or chemical methods. The Technical Representative, however, may restrict the use of chemical weed control in certain areas. Weeds shall be removed from all shrub and groundcover beds, planters, tree wells, cracks in paved areas, including sidewalks, and areas covered with ornamental rocks. Contractor shall move back into place any rocks and/or mulch displaced due to the weeding process. This section shall be interpreted to mean complete removal of all weed growth.

7. **Disease and Pest Control.** Contractor shall regularly inspect all landscaped areas for presence of disease, insect, or rodent infestation. The Contractor shall advise the Technical Representative within four (4) days if disease, insect, or rodent infestation is found; Contractor shall identify the disease, insect, or rodent and specify control measures to be taken. Upon approval of the Technical Representative, Contractor shall implement the approved control measures, exercising extreme caution in the application of all sprays, dusts, or other materials utilized.

Approved control measures shall be continued until the disease, insect or rodent is controlled to the satisfaction of the Technical Representative. The Contractor shall utilize all safeguards necessary during disease, insect, or rodent control operations to ensure safety of the public and the employees of the Contractor, in accordance with current standard practices accepted by the State of California Department of Food and Agriculture. If Contractor is unable to control the pest or disease, a pest control company will be hired and the billing will be deducted from Contractors monthly payment.

All individuals who supervise the mixing and application of herbicides, insecticides, and rodenticides shall possess valid Qualified Applicators Certificate for Category B issued to them by the State Department of Food and Agriculture and submit to the Technical Representative within thirty (30) days of expiration a copy of the valid certificate.

8. **Replacement of Plant Material.** In order to ensure maximum healthy growth and the overall aesthetics of plant material in the work area, it may be desirable to replace certain plants. The necessity or desirability of such plant replacement shall be determined by the Technical Representative. If plant replacements are deemed necessary due to no-fault of Contractor, the City will pay for labor at the Contractor's Extraordinary Labor rate listed in the Pricing Schedule. For plantings, plant material shall be reimbursed to the Contractor at the wholesale cost of the plants required plus ten percent (10%) for the Contractors cost of handling.

For plant replacements necessitated by Contractor negligence or faulty maintenance, Contractor shall supply, at its own expense, all labor and materials to replace tree shrubs, groundcover, or other damaged plant material. The size and species of replacement plant materials shall be as directed by the Technical Representative.

Contractor shall notify the Technical Representative within four (4) days of the loss of plant material due to any cause.

9. **Turf Grass Maintenance.** Contractor shall ensure turfgrass is maintained in a manner that promotes healthy growth, is useable for its intended purpose, and achieves the desired aesthetics, as determined by the Technical Representative.

- a. **Turfgrass Mowing.** Mowing shall be performed so that no more than one-third (1/3) of the grass blade is removed during each mowing in returning the grass to the accepted height for the species of grass being mowed. Inclement weather may preclude adherence to the frequency schedule; the Contractor may request that the Technical Representative alter mowing frequency because of rain or prolonged cold. A missed mowing cannot be “made up” by mowing twice in the subsequent week(s).

Mowing must be done in a neat pattern. Mowing patterns are to be alternated to avoid compaction of soil. All sidewalks shall be cleaned immediately after mowing. Cuttings shall be removed from all hardscape and turf areas and not blown into the street or shrub beds. Mowing personnel shall report wet soggy areas in turf due to over watering or leaks to their supervisors immediately.

Turfgrass Mowing Equipment shall be maintained in a manner that provides for a smooth, even cut without tearing. The blade adjustment shall provide a uniform, level cut without ridges or depressions. The mower blades shall be kept sharp. Equipment shall not be allowed to create ruts or depressions in the turf. Contractor shall ensure mowing equipment does not disturb or damage the irrigation materials. Contractor shall be responsible for repairing damage due to the mowing equipment and/or realigning irrigation heads back into the appropriate position.

- b. **Turfgrass Edging.** All turf shall be edged adjacent to all improved surfaces; where no improved surfaces exist, turf edges shall be maintained if the turf area abuts a shrub bed or property line or any other area where turf delineation is required by the Technical Representative. All edging must have a clean cut with the cut perpendicular to the hard surface and not removed from it. Edging shall include all fixtures (e.g., fire hydrants, manhole covers, meter boxes, valve boxes, quick couplers, gate valves). Chemical edging is unacceptable.
- c. **Turfgrass Renovation.** Renovation shall be the operation approved by the Technical Representative that removes accumulated thatch from turf areas. A schedule of equipment to be utilized by the Contractor shall be submitted to the Technical Representative at least ten (10) days prior to beginning work. Refuse generated from renovation shall be removed from the work site no later than the day following renovation. Thatch and other debris left on the site overnight shall be completely contained in bags or burlap sheets so that it does not migrate to adjacent areas. A work schedule shall also be submitted showing the site, date, and time the actual operation is to be performed, and the Contractor shall not begin the actual renovation until approval is given by the Technical Representative for the type of equipment and work schedule. The Technical Representative may delete the renovation requirement from a particular site.

- d. **Turfgrass Aeration.** All turfgrass areas shall be aerated by core removal to a depth of 2" in accordance with the Service Frequencies. Under adverse conditions or where turf is suffering from compaction due to high use, aerification may be necessary at more frequent intervals. The frequency interval shall be as required to promote healthy, vigorous growth. A schedule of aerification equipment to be used shall be submitted to the Technical Representative ten (10) days prior to beginning work.
10. **Tree Maintenance.** All trees shall be maintained in their natural shapes. Pruning shall be performed in such a manner as to promote the best growth habits, appearance, and health of the tree, and to prevent encroachment which blocks vision or is in any manner deemed undesirable by the Technical Representative.
- a. **Tree Pruning.** Contractor shall, as part of this contract, be responsible for tree pruning that can be accomplished with a 12' pole saw by a worker standing on the ground. Trees shall not be topped. The Contractor shall bring to the attention of the Technical Representative within twenty-four (24) hours any tree that shows signs of root heaving or leaning, or is in any manner a safety hazard.
- b. **Tree Replacement Due to Faulty Maintenance.** Contractor shall be responsible for the complete removal and replacement of trees lost due to Contractors faulty maintenance or negligence, as determined by the Technical Representative. Replacement shall be made by the Contractor in the kind and size of tree determined by the Technical Representative. Where there is a difference in value between the tree lost and the replacement tree, the difference will be deducted from the contract payment. In all cases, the value of the tree lost shall be determined by the Technical Representative, using the latest International Society of Arboriculture (I.S.A.) guidelines for value determination.
- c. **Newly Planted Trees.** All newly planted trees shall be securely staked with two (2) "lodge pole" type stakes placed on opposite sides of the tree, outside the root ball, and secured to the tree with at least two (2) flexible rubber tree ties. Tree ties shall be inspected regularly to ensure against girdling and abrasion.
- d. **Uprooted Trees and Shrubs.** Trees and shrubs that are uprooted and/or broken due to storms, regardless of size, shall be up-righted immediately, if possible. If this is not possible, they shall be removed immediately (including roots) and the holes must be filled.
- e. **Disposal of Tree Debris.** Contractor shall be responsible for paying any and all fees associated with the disposal of tree debris under the terms of this contract.

11. Fertilization. Fertilization must occur in prescribed months, and shall be accomplished in a manner that produces an even green. If fertilization results are patchy, remedial fertilizer must be applied immediately. Contractor shall inform the Technical Representative at least forty-eight (48) hours before beginning any fertilization and shall have previously submitted a Material Safety Data Sheet (MSDS), schedule of application showing the site, date, and approximate time of application of the fertilizer. Submission of the fertilizer schedule does not release the Contractor from any of the other obligations described in this paragraph or in the following paragraphs. The fertilization schedule, regardless of its intensity, timing, or the number of sites covered daily or weekly, shall not excuse the Contractor from performing any other work regularly required under this contract.

a. Fertilizer Delivery and Packaging. Fertilizer shall be delivered to the site only in original unopened containers bearing the manufacturer’s guaranteed analysis. Damaged packages will not be accepted. Contractor shall furnish the Technical Representative with duplicate signed, legible copies of all certificates and invoices for all fertilizer to be used in this contract. The invoices must state the grade, amount, and quantity received. Both copies to be retained by the City and the Contractor’s copy must be signed by the Technical Representative, on site, before any material may be used.

Contractor may not begin applying fertilizer until compliance with the requirements detailed in this section has been achieved.

- **Fertilizer Application Rate.** Fertilizer shall be applied at the rate as follows: nitrogen per 1,000 square feet of planted area shall be applied to shrubs, vines, groundcovers, and trees as specified.

b. Acceptable Fertilizers. Acceptable complete fertilizers include, but are not limited to:

1.	Best Turf Supreme 16-6-8
2.	Best Nitra King 21-2-4 with 2% iron
3.	Best Super Turf 25-5-5
4.	Best Triple Pro 15-15-15

Acceptable organic fertilizers include, but are not limited to, Milorganite or Gro-Power, which have been processed to remove excess levels of salt. As deemed necessary by the Technical Representative to achieve required results, other materials including, but not limited to, iron chelate, soil sulfur, gypsum, surfactant enzymes such as Sarvon or Naiad, etc., may be needed and shall be applied as necessary at the Contractors expense.

c. **Irrigation of Applied Fertilizer.** Adequate irrigation shall immediately follow the application of fertilizers and/or amendments to force fertilizer material to rest directly on the soil surface. Drip irrigated areas shall be adequately hand watered using quick coupler valves and hoses to dissolve fertilizer.

12. **Traffic Control.** On those occasions when the requested work requires a street, sidewalk, alley, or bikeway to be blocked, wholly or partially, Contractor is to comply with the traffic control plans as prescribed in Chapter 5 of the Caltrans Traffic Manual Traffic Control for Construction and Maintenance Work Zones.

Information and the required written notices shall be obtained from the City of San Diego Traffic Engineering Division, Plan Check Counter, 1222 First Avenue, San Diego, CA 92101, phone (619) 446-5284. The required written notice must be filed prior to commencing work in the impacted area.

N. EXTRAORDINARY LABOR

Extraordinary labor is for approved miscellaneous projects (extraordinary work) at the contract sites, and is estimated to be approximately **10,300** hours annually. Contractor must have the staffing, expertise, and knowledge to complete extraordinary work at a quality level acceptable by Technical Representative and within the prescribed timeframe. Extraordinary labor must be approved, in writing, by the Technical Representative, prior to conducting the extraordinary work.

Contractor may rent equipment necessary to complete the Extraordinary Work. If Contractor has the equipment to perform the Extraordinary Work, Contractor may charge a rental fee at the current market rate for the equipment usage. If Extraordinary Work requires the purchase of goods, supplies, materials, or rental of equipment, Contractor will be authorized to apply a ten percent (10%) markup fee on the cost to supply those items. The ten percent (10%) markup fee is not applicable to the Extraordinary Labor hourly rate. In addition, if the Contractor needs to use a Subcontractor on an extra labor project, Contractor will be authorized to apply a ten percent (10%) markup fee for any and all Subcontractor services required. Only Subcontractors listed on the Contractors Statement of Subcontractors or formally added to the contract approved by Purchasing and Contracting Department may be used. Contractor or approved Subcontractor will be compensated for additional debris removal, if approved by the Technical Representative. **Examples of Extraordinary Work include, but are not limited to the following:**

- a. Planting and replanting areas as needed.
- b. Installing and repairing irrigation systems as needed.
- c. Consulting services from a Registered Consulting Arborist (RCA) for various tree needs (e.g., vehicle accidents, etc.) for revenue cost recovery. RCA must be able to testify as an expert in a Court of Law. Contractor shall include RCA's current hourly rate on the Contractors Statement of Subcontractors form.

- d. Bee nest removals (if not on Contractors staff, he/she must be included in the Contractors Statement of Sub-Contractors form.
- e. Palm Tree trimming
- f. Tree removal and disposal
- g. Locating and repairing damaged irrigation services or electrical services for broken lines, cut wires to controllers and valves, etc.
- h. Clean-up of illegal dumps.
- i. Spreading wood chips/mulch.
- j. Pouring concrete pads, (if concrete Contractor is not on Contractors staff, he/she must be included in the Contractors Statement of Subcontractors form.
- k. Replacing irrigation controllers and irrigation cabinets.

Extraordinary Labor Hours for Planting. The following quantities and number of hours are to be utilized for Extraordinary Labor planting needs. Estimated quantities and hours listed are based on historical knowledge, practices and observation of operations at the Contract Areas and will be utilized when planting needs arise. Contractor shall agree to perform any and all planting needs at the quantities and hours noted below during the term of this contract. Any/all changes must be approved in advance and in writing by the Technical Representative. Planting hours shall include all time required for complete plant installation, including but not limited to, the following: excavation of plant hole; mixing and addition of soil; amendments, and fertilizers; installation of tree stakes; staking and tying (as needed); open plant container, plant, construct plant berms, watering, clean up, etc.

Groundcover – Flat	4 flats/hour (hr.)
Shrub – 1 Gallon Shrub – 5 Gallon Shrub/Tree – 15 Gallon	10 plants/hr. 4-5 plants/hr. 2-3 plants/hr.
Tree/Shrub – 24" Box Tree /Shrub – 36" Box Tree/Shrub – 48" Box	4 hours/ea. 12 hours/ea. 24 hours/ea.

O. CITY-OBSERVED HOLIDAYS

The Days shown below are recognized as City-observed holidays. Contractor shall not perform any work on these holidays unless the Technical Representative determines that a special circumstance exists requiring such services. In the event a special circumstance arises, written authorization from the Technical Representative is required prior to work being performed.

New Year's Day	Independence Day
Dr. Martin Luther King, Jr. Day	Labor Day
President's Day	Veteran's Day
Cesar Chavez Day	Thanksgiving Day
Memorial Day	Christmas Day

P. FAILURE TO PERFORM SATISFACTORILY

If Contractor fails to perform the work as specified herein, City will pay only for the amount of service actually received, as determined by the Technical Representative, with an appropriate downward adjustment in contract price. Such adjustments may be in accordance with the Price Schedule or the Schedule of Task Costs provided herein by Contractor.

City shall provide inspection of the work area to ensure that maintenance is adequate and that all work complies with these Specifications. Discrepancies and deficiencies will be noted in writing on Field Inspection Notices (FIN) and shall be corrected within the time frame specified. If the Contractor fails to take corrective action within the noted time frame on the Field Inspection Notice, the City may withhold payment and/or proceed with termination of the contract. The City's Technical Representative or designee shall maintain a copy of the FIN for historical records. It will be the Contractor's responsibility to maintain copies for their respective files. Billing adjustments for unsatisfactory service shall be a permanent retention of the estimated monthly cost for work that is incomplete or deficient as stated herein.

When negligence on the part of the Contractor results in excessive use or waste of irrigation water, the estimated cost of this water shall be deducted from the contract payment. Any monetary fines or other damages assessed to the City for failure to follow water conservation regulations imposed by the State of California, the County Water Authority, or other legal entity will be the responsibility of the Contractor unless cause to the contrary is substantiated to the satisfaction of the Technical Representative.

The City may withhold payment to such extent as may be necessary to protect the City from loss due to:

1. Work required in the Scope of Work which is defective, incomplete, or not performed;
2. Claims filed against the City for damage caused by Contractor's acts or omissions, or reasonable evidence indicating probable filing of such claim;
3. Failure of Contractor to make payments properly to subcontractors for materials or labor;
4. A reasonable doubt that the Contract can be completed for the balance then unpaid.

Q. FINAL SITE INSPECTION AND TURNOVER

Approximately thirty (30) days prior to the end of the contract period, the Technical Representative will inspect Contract Sites with the current Contractor to ensure that sites are turned over at the end of the contract period in a condition that conforms to the contract specifications. If a new Contractor is to perform thereafter, the new Contractor shall be a part of the inspection party. Any deficiencies found in the specified maintenance level shall be noted and presented to the current Contractor in writing. The City shall be the sole judge as to what constitutes a deficiency. The current Contractor shall correct all deficiencies noted by the end of the contract period. If the current Contractor fails to correct the noted deficiencies and turns over the contract sites in an unacceptable condition, as determined by the Technical Representative, the City will correct the deficiencies that remain. All costs

incurred by the City to correct deficiencies will be deducted from the current Contractors final payment. The City shall be the sole judge as to what constitutes a reasonable cost for work authorized.

R. SERVICE FREQUENCIES

This section outlines the minimum frequency a particular type of service is to be performed. In performing periodic operations required under this Contract, Contractor shall continue routine grounds maintenance services including, but not limited to, litter control, weed control, and irrigation within all Contract Sites without interruption.

WEEKLY/MONTHLY TASKS		
1	Supervisory Inspection	Once a week, at a minimum, the non-working supervisor shall inspect <u>all</u> areas under the contract and submit a written punch list of deficiencies. All major problems shall be reported to the Technical Representative within twenty-four (24) hours
2	Irrigation System Inspection	Once a month, the entirety of all irrigation systems (including drip) and controllers are to be thoroughly inspected to ensure complete electronic operation and proper distribution of water. An irrigation checklist shall be completed as each system is inspected. The checklists will be provided and must be submitted monthly to the Technical Representative.
3	Irrigation Systems - Maintenance and Repair	Prompt remedial actions required to ensure proper operation of irrigation systems.
4	Weed Removal/Abatement	Once a week, to maintain areas in a weed free condition. If rocks/mulch are displaced due to the weeding then the contractor should move the rock/mulch back in place.
5	Planter Maintenance	Once a week, to maintain planters in weed free condition, and check water needs. Some planters may not be equipped with irrigation.

WEEKLY/MONTHLY TASKS (cont.)		
6	Mowing	Once a week, rotary mower with mulching blade preferred. Raking or sweeping to remove mowing clippings must be done every mowing. Sidewalks will be swept in conjunction to mowing. Blowers may be used, if operated in a reasonable manner.
7	Edging	Once a week, edge curbs, sidewalks, and all fixtures (e.g., valve boxes, quick couplers, gate valves, walls, lights, etc.). All edging must be perpendicular to the hard surface and not removed from it. Chemical edging is not acceptable.
8	Leaf Litter Removal	Once a week, to keep contract areas free of leaf debris. Blowers may be used, if operated properly; however, hand removal of leaves from plants may be necessary to ensure the health of the plants in the drought tolerant landscaped areas. Plants that die due to disease caused by leaf debris shall be replaced at the Contractor's expense.
9	Litter/Trash/Debris Removal	Once a week to keep all areas free of litter, trash, and debris.
10	Sweeping Hardscape	Once a week to keep sidewalk/walkways, parking lots, and gutters free of sand, dirt, and other debris. All gutters must be swept with a broom. Blowers may be used if operated in a responsible manner. The Technical Representative may at any time restrict the use of blowers in any area.
11	Storm Drain and Brow Ditch Cleaning	As Needed to keep storm drains and brow ditches free of dirt, sand, leaves, and other debris.
12	Empty Trash Receptacles & Change Liner(s)	Once a week, empty trash receptacles and replace plastic liner(s).
13	Pest Control/Fungicide/Other Special Treatment	Prompt remedial action as necessary to maintain plant material in optimum condition.

WEEKLY/MONTHLY TASKS (cont.)		
14	Equipment (Furnishings) Maintenance	Once per week, to keep picnic tables, benches, umbrellas, planters, in clean usable condition.
15	Pruning – Trees	As needed throughout the year to shape, train, and prevent encroachment into public thoroughfare/sidewalk or into other plant material, and to ensure clear visibility of all street signs and traffic signals. All sucker growth is to be removed as it appears. Prune to correct hazards and to remove all dead, diseased, or damaged limbs, as well as those limbs crossing or competing.
16	Pruning – Shrubs and Groundcover	As needed to shape, train, and prevent encroachment into public thoroughfare/sidewalk or into other plant material and to ensure clear visibility of all street signs and traffic signals. All sucker growth is to be removed as it appears. Prune to correct hazards and to remove all dead, diseased, or damaged limbs and to prevent blockage of irrigation system components and patterns.

QUARTERLY TASKS		
1	Palm Feeding	Four (4) times a year to promote healthy plant growth.
2	Fertilization – Turfgrass, Trees, Shrubs and Groundcover	Four (4) times a year to promote healthy plant growth. To be watered in turf after application.
3	Brush Management	Four (4) times a year to keep fence line clear of any brush. 3-5 feet from fence line should be kept clear along entire fence. Consult with PUD Technical Representative prior to clearing between February and September.

SEMI-ANNUAL/ANNUAL TASK		
1	Recycled Water Inspection	Annual cross-connection inspection will be performed by the City subject to approval by the County DEH. Contractor's Recycled Water Site Supervisor Certified Irrigation Technician and Irrigation Laborer shall be onsite for the entire inspection.
2	Mulch Replacement	Once a year, or as needed to maintain 2" depth. Use clean pine mulch. Mulch from landfill is not acceptable.
3	Renovation	Two (2) times a year, to ensure turf health and remove accumulated thatch from turf areas. Renovation shall be accomplished in conjunction with fertilization. This task shall be performed in months as directed by Technical Representative.
4	Aeration	Two (2) times a year, to ensure turf health. Aerification shall be accomplished prior to fertilization. This task shall be performed in months as directed by Technical Representative.
5	Overseeding	Once (1) a year, overseed turf areas with Perennial Rye at the rate of 8 lbs per 1,000 sq. ft.

S. CONTRACT SITES AND STAFFING REQUIREMENTS

The estimated staffing for maintenance tasks per day for this contract shall include a minimum of **20** Full-time Equivalent (FTE) employees, excluding the FTE non-working Supervisor. Staff assigned to full-time sites shall not be pulled off full-time assignments to maintain Quarterly or Bi-Monthly sites. Staffing requirements will be finalized with Technical Representative upon award of contract. Sites to be maintained under the Contract are listed below:

NORTH SITES			
SITE	CONTRACT SITES	ACRES	STAFFING REQUIREMENTS
1	Miramar Water Treatment Plant 10710 Scripps Lake Dr. San Diego, Ca. 92131	17.0	<ul style="list-style-type: none"> • 6 FTE Staff (1 Field Supervisor, 1 Irrigation Technician, 1 Laborer and 3 Crew Workers) • Weekly (52 weeks) • 2.5 days per week.

2	Scripps Lake Water Pump Station 10650 Scripps Lake Dr. San Diego, CA 92131	0.10	<ul style="list-style-type: none"> • 3 FTE Staff (1 Irrigation Technician and 2 Crew Workers) • Monthly (12 times per year)
3	Penasquitos Bluffs #8 WPS 9198 Oviedo St. San Diego, Ca 92129	0.10	<ul style="list-style-type: none"> • 3 FTE Staff (1 Irrigation Technician and 2 Crew Workers) • Every other week (26 times per year)
4	Princess Park WPS 1740 Masterson Ln. San Diego, Ca. 92154	0.25	<ul style="list-style-type: none"> • 2 FTE Staff (2 Crew Workers) • Monthly (12 times per year)
5	Rancho Penasquitos WPS 8888 Sparren Way San Diego, Ca. 92129	0.33	<ul style="list-style-type: none"> • 2 FTE Staff (2 Crew Workers) • Monthly (12 times per year)
6	Scripps Wood #11 WPS 12404 Semillon Blvd San Diego, CA 92120	0.10	<ul style="list-style-type: none"> • 2 FTE Staff (2 Crew Workers) • Quarterly (4 times per year)
7	Del Cerro WPS 5700 Marne Ave. San Diego, Ca. 92120	0.10	<ul style="list-style-type: none"> • 2 FTE Staff (1 Irrigation Technician and 1 Crew Worker) • Every other week (26 times per year)
8	Deerfield WPS 8002 Mission Gorge Road San Diego, CA 92124	0.50	<ul style="list-style-type: none"> • 2 FTE Staff (2 Crew Workers) • Monthly (12 times per year)
9	College Ranch RES and WPS 8711 Lake Ashmere Dr. San Diego, CA 92119	0.10	<ul style="list-style-type: none"> • 2 FTE Staff (1 Irrigation Technician and 1 Crew Worker) • Monthly (12 times per year)

10	Bayview RES 5401 Bahia Lane San Diego, Ca. 92037	2.50	<ul style="list-style-type: none"> • 4 FTE Staff (1 Irrigation Technician and 3 Crew Workers) • Every other week (26 times per year)
11	Black Mountain RES 14799 Black Mountain Rd San Diego, Ca. 92129	2.0	<ul style="list-style-type: none"> • 4 FTE Staff (4 Crew Workers) • Quarterly (4 times per year)
12	Rancho Bernardo RES 16055 Big Springs Way San Diego, Ca. 92127	1.50	<ul style="list-style-type: none"> • 3 FTE Staff (3 Crew Workers) • Monthly (12 times per year)
13	Soledad RES 6799 La Jolla Scenic Dr. San Diego, Ca 92037	0.50	<ul style="list-style-type: none"> • 3 FTE Staff (1 Irrigation Technician and 2 Crew Workers) • Monthly (12 times per year)
14	Montezuma WPS 4998 Cotocin Dr. San Diego, Ca. 92115	0.10	<ul style="list-style-type: none"> • 2 FTE Staff (2 Crew Workers) • Quarterly (4 times per year)
15	Scripps Poway WPS 10123 Scripps Poway Pkwy San Diego, Ca. 92131	0.25	<ul style="list-style-type: none"> • 2 FTE Staff (1 Irrigation Technician and 1 Crew Worker) • Monthly (12 times per year)
16	Meanly Reservoir Tank (Dog Park) 10368 Meanly Drive San Diego, Ca. 92131	0.25	<ul style="list-style-type: none"> • 2 FTE Staff (1 Irrigation Technician and 1 Crew Worker) • Monthly (12 times per year)

SOUTH SITES			
SITE	CONTRACT SITES	ACRES	STAFFING REQUIREMENTS
1	Otay Water Treatment Plant 1500 Wueste Rd. Chula Vista, Ca 91915	25.0	<ul style="list-style-type: none"> • 4 FTE Staff (1 Field Supervisor, 1 Irrigation Technician, and 2 Crew Workers) • Weekly (52 times per year)
2	Corner of Encina Dr./San Ysabel 5416 Encina Dr. San Diego, 92114	0.25	<ul style="list-style-type: none"> • 2 FTE Staff (2 Crew Workers) • Quarterly (4 times per year)
3	Point Loma RES 1061 Catalina Blvd San Diego, Ca. 92106	1.0	<ul style="list-style-type: none"> • 3 FTE Staff (1 Irrigation Technician and 2 Crew Workers) • Monthly (12 times per year)

RESERVOIR SITES			
SITE	CONTRACT SITES	ACRES	STAFFING REQUIREMENTS
1	Miramar RES 10710 Scripps Lake Dr. San Diego, Ca. 92131	3.0	<ul style="list-style-type: none"> • 4 FTE Staff (1 Field Supervisor and 3 Crew Workers) • Every other week (26 times per year)
2	San Vicente RES 12387 Morena Ave. San Diego, Ca. 92040	2.0	<ul style="list-style-type: none"> • 4 FTE Staff (1 Field Supervisor, and 3 Crew Workers) • Every other week (26 times per year)

T. SUBCONTRACTORS

Subcontractors may be used for routine tasks, special functions, or professional services associated with the maintenance of the Contract Areas. The total dollar amount of all subcontracted work, however, cannot exceed fifty percent (50%) of the total Contract price. Contractor shall list any/all Subcontractors on the supplied Contractor Standards Pledge of Compliance form; Section K (Statement of Subcontractors & Supplier). Once the subcontractors list has been approved, requests for changes or additions to the subcontractors list must be submitted in advance, and approved and incorporated into the Contract by City’s Purchasing and Contracting Department (P&C). Contractor shall ensure that Subcontractors are properly licensed and certified to perform the required tasks/functions. Copies of subcontractor license, certification, and/or permits must be provided upon request by Technical Representative. Special functions needed may include but are not limited to the following:

- a. A tree trimming services for trimming/thinning of tall trees such as palms, and for removal of large fallen trees. Must be certified and licenses to trim trees greater than 12’ in height.
- b. Certified Pest Control Operator for the removal/elimination of bee colonies/hives, vertebrates and other pests.
- c. A Registered Consulting Arborist (RCA) for various tree needs. RCA must be able to be utilized as an expert in a court of law.
- d. Concrete, masonry and asphalt work required as needed.
- e. Motorized Street Sweeper required for gutter sweeping.
- f. Any/all irrigation system repairs, including electrical.

U. SCHEDULE OF TASK COSTS INSTRUCTIONS

Contractor shall submit a one (1) time total cost for labor and materials for each task to be performed at each of the Contract Sites. The contractor should enter an hourly labor rate, the time required to accomplish the specified task one (1) time, and multiply to produce the labor cost, add the materials cost which will provide the total cost for performing the task one (1) time. (See example below.)

Example of How to Complete Schedule of Task Costs (Section V)							
Task	City's Est. Hours per task	Labor Rate	Labor Costs	Material Cost	Total One (1) Time Cost	Annual Frequency	Annual Cost
Litter Removal	1	\$22.55	\$22.55	+ \$2.75	\$25.30	x 52	= \$1,315.60

Labor costs shall include all costs required to place and keep maintenance personnel on the job site, including but not limited to payroll and insurance costs. Material costs shall include the cost of materials plus any costs associated with transporting the materials to the job site. All material costs must be stated as such and shall not be included in the labor cost.

The information contained in the one (1) time cost breakdowns will be reviewed to determine a responsible bid. Contractors may be required to justify their one (1) time cost based on the City's estimate of reasonable time to perform specific tasks and materials required.

The information in Schedule of Task Costs may be used to determine amounts withheld for non-performance when inspections by the City indicate a specified task was not performed.

V. SCHEDULE OF TASKS COSTS

To determine the Yearly Cost for each task, multiply the one (1) time task cost by the annual service frequency for that particular task. When finished, add the amounts in the yearly cost column and insert indicated for Site Total.

SCHEDULE A – NORTH CONTRACT SITES

SCHEDULE OF TASKS, FREQUENCIES, AND MAINTENANCE COSTS								
All cells must be filled out. If no cost, enter a zero (0). Failure to complete all cells may be cause for rejection.								
NORTH SITE 1: Miramar Water Treatment Plant								
Drought Tolerant and Traditional Landscape								
Landscaped with Trees, Shrubs, Groundcover and Paved Areas								
Task #	Task	Est. Hours Per Task	Labor Rate	Labor Cost (Hrly Rate X Time)	Supply Cost	Total One (1) Time Cost	Annual Frequency	Yearly Cost
1	Supervisory Inspection	1	\$25.00	\$25.00	+\$0.00	\$25.00	x 52	\$ 1,300.00 ✓
2	Irrigation System Inspection	3	\$25.00	\$75.00	+0.00	\$75.00	x 12	\$ 900.00 ✓
3	Irrigation System Maintenance/Repair	2	\$25.00	\$50.00	+375.00	\$425.00	x 2	\$ 850.00 ✓
4	Weed Removal/Abatement	2	\$25.00	\$50.00	\$0.00	\$50.00	x 52	\$ 2,600.00 ✓

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SCHEDULE OF TASKS, FREQUENCIES, AND MAINTENANCE COSTS									
All cells must be filled out. If no cost, enter a zero (0). Failure to complete all cells may be cause for rejection.									
NORTH SITE 1: Miramar Water Treatment Plant									
Drought Tolerant and Traditional Landscape									
Landscaped with Trees, Shrubs, Groundcover and Paved Areas									
Task #	Task	Est. Hours Per Task	Labor Rate	Labor Cost (Hrly Rate X Time)	Supply Cost	Total One (1) Time Cost	Annual Frequency	Yearly Cost	
5	Trash/Litter/Debris Removal	1	\$25.00	\$25.00	+0.00	\$25.00	x52	\$ 1,300.00	✓
6	Sweep Hardscape	.50	\$25.00	\$12.50	+0.00	\$12.50	x52	\$ 650.00	✓
7	Pruning – Trees	8	\$25.00	\$200.00	+0.00	\$200.00	x 12	\$ 2,400.00	✓
8	Pruning – Shrubs & Groundcover	.50	\$25.00	\$12.50	+0.00	\$12.50	x26	\$ 325.00	✓
9	Fertilization	8	\$25.00	\$200.00	+500.00	\$700.00	x 2	\$ 1,400.00	✓
10	Mulch Replacement	80	\$25.00	\$2,000.00	+2,000.00	\$4,000.00	x1	\$ 4,000.00	✓
11	EXTRAORDINARY LABOR	1000	\$24.00	\$24,000.00			As Needed	\$ 24,000.00	✓
SITE TOTAL								\$ 39,725.00	✓

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SCHEDULE OF TASKS, FREQUENCIES, AND MAINTENANCE COSTS									
All cells must be filled out. If no cost, enter a zero (0). Failure to complete all cells may be cause for rejection.									
NORTH SITE 2: Scripps Lake Water Pump Station									
Traditional Landscape									
Landscaped with Trees, Shrubs, Groundcover and Paved Areas									
Task #	Task	Est. Hours Per Task	Labor Rate	Labor Cost (Hrly Rate X Time)	Supply Cost	Total One (1) Time Cost	Annual Frequency	Yearly Cost	
1	Supervisory Inspection	.50	\$25.00	\$12.50	+.50	\$13.00	x 2	\$ 26.00	✓
2	Irrigation System Inspection	.50	\$25.00	\$12.50	+.50	\$13.00	x 6	\$ 78.00	✓
3	Irrigation System Maintenance/Repair	.50	\$25.00	\$12.50	+.50	\$13.00	x3	\$ 39.00	✓
4	Weed Removal/Abatement	.50	\$25.00	\$12.50	+25.00	\$37.50	x12	\$ 450.00	✓
5	Trash/Litter/Debris Removal	.50	\$25.00	\$12.50	+15.50	\$28.00	x12	\$ 336.00	✓
6	Sweep Hardscape	.50	\$25.00	\$12.50	+0.00	\$12.50	x 4	\$ 50.00	✓
7	Clean Storm Drains	.50	\$25.00	\$12.50	\$10.00	\$22.50	x 12	\$ 270.00	✓

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SCHEDULE OF TASKS, FREQUENCIES, AND MAINTENANCE COSTS									
All cells must be filled out. If no cost, enter a zero (0). Failure to complete all cells may be cause for rejection.									
NORTH SITE 2: Scripps Lake Water Pump Station									
Traditional Landscape									
Landscaped with Trees, Shrubs, Groundcover and Paved Areas									
Task #	Task	Est. Hours Per Task	Labor Rate	Labor Cost (Hrly Rate X Time)	Supply Cost	Total One (1) Time Cost	Annual Frequency	Yearly Cost	
8	Pruning - Shrubs & Groundcover	1	\$25.00	\$25.00	+0.00	\$25.00	12	\$ 300.00	✓
9	Brush Management	1	\$25.00	\$25.00	+87.50	\$112.50	6	\$ 675.00	✓
10	EXTRAORDINARY LABOR	1000	\$24.00	\$24,000.00			As Needed	\$ 24,000.00	✓
SITE TOTAL								\$ 26,224.00	✓

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All cells must be filled out. If no cost, enter a zero (0). Failure to complete all cells may be cause for rejection.									
NORTH SITE 3: Penasquitos Bluffs #8 WPS									
Traditional Landscape									
Landscaped with Trees, Shrubs, Groundcover and Paved Areas									
Task #	Task	Est. Hours Per Task	Labor Rate	Labor Cost (Hrly Rate X Time)	Supply Cost	Total One (1) Time Cost	Annual Frequency	Yearly Cost	
1	Supervisory Inspection	.50	\$25.00	\$12.50	+0.00	\$12.50	x 6	\$ 75.00	✓
2	Irrigation System Inspection	.50	\$25.00	\$12.50	+0.00	\$12.50	x12	\$ 150.00	✓
3	Irrigation System Maintenance/Repair	.50	\$25.00	\$12.50	+0.00	\$12.50	x12	\$ 150.00	✓
4	Weed Removal/Abatement	.50	\$25.00	\$12.50	+62.50	\$75.00	x 12	\$ 900.00	✓
5	Leaf Litter Removal	.50	\$25.00	\$12.50	+0.00	\$12.50	x 12	\$ 150.00	✓
6	Trash/Litter/Debris Removal	.50	\$25.00	\$12.50	+0.00	\$12.50	x 12	\$ 150.00	✓
7	Clean Storm Drains	.50	\$25.00	\$12.50	+10.00	\$22.50	x12	\$ 270.00	✓

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SCHEDULE OF TASKS, FREQUENCIES, AND MAINTENANCE COSTS									
All cells must be filled out. If no cost, enter a zero (0). Failure to complete all cells may be cause for rejection.									
NORTH SITE 3: Penasquitos Bluffs #8 WPS									
Traditional Landscape									
Landsaped with Trees, Shrubs, Groundcover and Paved Areas									
Task #	Task	Est. Hours Per Task	Labor Rate	Labor Cost (Hrly Rate X Time)	Supply Cost	Total One (1) Time Cost	Annual Frequency	Yearly Cost	
8	Pruning – Trees	.50	\$25.00	\$12.50	+0.00	\$12.50	4	\$ 50.00	✓
9	Pruning – Shrubs & Groundcover	.50	\$25.00	\$12.50	+0.00	\$12.50	4	\$ 50.00	✓
10	Fertilization	.50	\$25.00	\$12.50	+50.00	\$62.50	4	\$ 250.00	✓
11	Brush Management	.50	\$25.00	\$12.50	+150.00	\$162.50	4	\$ 650.00	✓
12	EXTRAORDINARY LABOR	300	\$24.00	\$7,200.00			As Needed	\$ 7,200.00	✓
SITE TOTAL								\$ 10,045.00	✓

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All cells must be filled out. If no cost, enter a zero (0). Failure to complete all cells may be cause for rejection.									
NORTH SITE 4: Princess Park									
Traditional Landscape									
Landscaped with Turf, Trees, Shrubs, Groundcover and Paved Areas									
Task #	Task	Est. Hours Per Task	Labor Rate	Labor Cost (Hrly Rate X Time)	Supply Cost	Total One (1) Time Cost	Annual Frequency	Yearly Cost	
1	Supervisory Inspection	.50	\$25.00	\$12.50	+0.00	\$12.50	x 12	\$ 150.00	✓
2	Irrigation System Inspection	.50	\$25.00	\$12.50	+0.00	\$12.50	x 12	\$ 150.00	✓
3	Irrigation System Maintenance/Repair	.50	\$25.00	\$12.50	+0.00	\$12.50	x 4	\$ 50.00	✓
4	Weed Removal/Abatement	.50	\$25.00	\$12.50	+0.00	\$12.50	x12	\$ 150.00	✓
5	Trash/Litter/Debris Removal	.50	\$25.00	\$12.50	+10.00	\$22.50	x12	\$ 270.00	✓
6	Sweep Hardscape	.50	\$25.00	\$12.50	+0.00	\$12.50	x 12	\$ 150.00	✓
7	Clean Storm Drains	.50	\$25.00	\$12.50	+10.00	\$22.50	x 12	\$ 270.00	✓
8	Empty Trash Receptacles	.50	\$25.00	\$12.50	+5.00	\$17.50	x12	\$ 210.00	✓

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All cells must be filled out. If no cost, enter a zero (0). Failure to complete all cells may be cause for rejection.									
NORTH SITE 4: Princess Park									
Traditional Landscape									
Landscaped with Turf, Trees, Shrubs, Groundcover and Paved Areas									
Task #	Task	Est. Hours Per Task	Labor Rate	Labor Cost (Hrly Rate X Time)	Supply Cost	Total One (1) Time Cost	Annual Frequency	Yearly Cost	
9	Pruning – Trees	.50	\$25.00	\$12.50	+0.00	\$12.50	x4	\$ 50.00	✓
10	Pruning – Shrubs & Groundcover	.50	\$25.00	\$12.50	+0.00	\$12.50	x 4	\$ 50.00	✓
11	Brush Management	.50	\$25.00	\$12.50	+100.00	\$112.50	x12	\$ 1,350.00	✓
12	EXTRAORDINARY LABOR	300	\$24.00	\$7,200.00			As Needed	\$ 7,200.00	✓
SITE TOTAL								\$ 10,050.00	✓

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All cells must be filled out. If no cost, enter a zero (0). Failure to complete all cells may be cause for rejection.								
NORTH SITE 5: Rancho Penasquitos WPS								
Traditional Landscape								
Landscaped with Trees, Shrubs, Groundcover and Paved Areas								
Task #	Task	Est. Hours Per Task	Labor Rate	Labor Cost (Hrly Rate X Time)	Supply Cost	Total One (1) Time Cost	Annual Frequency	Yearly Cost
1	Supervisory Inspection	.50	\$25.00	\$12.50	+0.00	\$12.50	x12	\$ 150.00
2	Weed Removal/Abatement	.50	\$25.00	\$12.50	+90.00	\$102.50	x12	\$ 1,230.00
3	Edging	.50	\$25.00	\$12.50	+10.00	\$22.50	x12	\$ 270.00
4	Trash/Litter/Debris Removal	.50	\$25.00	\$12.50	+0.00	\$12.50	x12	\$ 150.00
5	Sweep Hardscape	.50	\$25.00	\$12.50	+0.00	\$12.50	x12	\$ 150.00
6	Empty Trash Receptacles	.50	\$25.00	\$12.50	+10.00	\$22.50	x 12	\$ 270.00
7	Pruning – Trees	.50	\$25.00	\$12.50	+0.00	\$12.50	x 4	\$ 50.00

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All cells must be filled out. If no cost, enter a zero (0). Failure to complete all cells may be cause for rejection.								
NORTH SITE 5: Rancho Penasquitos WPS								
Traditional Landscape								
Landscaped with Trees, Shrubs, Groundcover and Paved Areas								
Task #	Task	Est. Hours Per Task	Labor Rate	Labor Cost (Hrly Rate X Time)	Supply Cost	Total One (1) Time Cost	Annual Frequency	Yearly Cost
8	Pruning - Shrubs & Groundcover	.50	\$25.00	\$12.50	+0.00	\$12.50	x4	\$ 50.00
9	Brush Management	.50	\$25.00	\$12.50	+100.00	\$112.50	x4	\$ 450.00
10	Mulch Replacement	.50	\$25.00	\$12.50	+500.00	\$512.50	x1	\$ 512.50
11	EXTRAORDINARY LABOR	500	\$24.00	\$12,000.00			As Needed	\$ 12,000.00
SITE TOTAL								\$ 15,282.50

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NORTH SITE 6: Scripps Wood #11 WPS									
Traditional Landscape									
Landscaped with Trees, Shrubs, Groundcover and Paved Areas									
Task #	Task	Est. Hours Per Task	Labor Rate	Labor Cost (Hrly Rate X Time)	Supply Cost	Total One (1) Time Cost	Annual Frequency	Yearly Cost	
1	Supervisory Inspection	.50	\$25.00	\$12.50	+0.00	\$12.50	x2	\$ 25.00	✓
2	Weed Removal/Abatement	.50	\$25.00	\$12.50	+6.25	\$18.75	x4	\$ 75.00	✓
3	Leaf Litter Removal	.50	\$25.00	\$12.50	+10.00	\$22.50	x12	\$ 270.00	✓
4	Trash/Litter/Debris Removal	.50	\$25.00	\$12.50	+10.00	\$22.50	x12	\$ 270.00	✓
5	EXTRAORDINARY LABOR	300	\$24.00	\$12,000.00			As Needed	\$ 7,200.00	✓
SITE TOTAL								\$ 7,840.00	✓

\$7200

SCHEDULE OF TASKS, FREQUENCIES, AND MAINTENANCE COSTS

All cells must be filled out. If no cost, enter a zero (0). Failure to complete all cells may be cause for rejection.

NORTH SITE 7: Del Cerro WPS

Traditional Landscape

Landscaped with Trees, Shrubs, Groundcover and Paved Areas

Task #	Task	Est. Hours Per Task	Labor Rate	Labor Cost (Hrly Rate X Time)	Supply Cost	Total One (1) Time Cost	Annual Frequency	Yearly Cost	
1	Supervisory Inspection	.50	\$25.00	\$12.50	+12.50	\$0.00	x4	\$ 50.00	✓
2	Irrigation System Inspection	.50	\$25.00	\$12.50	+12.50	\$0.00	x4	\$ 50.00	✓
3	Irrigation System Maintenance Repair	.50	\$25.00	\$12.50	+12.50	\$0.00	x4	\$ 50.00	✓
4	Weed Removal/Abatement	.50	\$25.00	\$12.50	+50.00	\$62.50	x12	\$ 750.00	✓
5	Leaf Litter Removal	.50	\$25.00	\$12.50	+0.00	\$12.50	x12	\$ 150.00	✓
6	Trash/Litter/Debris Removal	.50	\$25.00	\$12.50	+0.00	\$12.50	x12	\$ 150.00	✓

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All cells must be filled out. If no cost, enter a zero (0). Failure to complete all cells may be cause for rejection.									
NORTH SITE 7: Del Cerro WPS									
Traditional Landscape									
Landscaped with Trees, Shrubs, Groundcover and Paved Areas									
Task #	Task	Est. Hours Per Task	Labor Rate	Labor Cost (Hrly Rate X Time)	Supply Cost	Total One (1) Time Cost	Annual Frequency	Yearly Cost	
7	Pruning - Shrubs & Groundcover	.50	\$25.00	\$12.50	+0.00	\$12.50	x 4	\$ 50.00	✓
8	Fertilization	.50	\$25.00	\$12.50	+50.00	\$62.50	x 4	\$ 250.00	✓
9	Brush Management	.50	\$25.00	\$12.50	+100.00	\$112.50	x 4	\$ 450.00	✓
10	EXTRAORDINARY LABOR	300	\$24.00	\$7,200.00			As Needed	\$ 7,200.00	✓
SITE TOTAL								\$ 9,150.00	✓

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All cells must be filled out. If no cost, enter a zero (0). Failure to complete all cells may be cause for rejection.									
NORTH SITE 8: Deerfield WPS									
Traditional Landscape									
Landscaped with Trees, Shrubs, Groundcover and Paved Areas									
Task #	Task	Est. Hours Per Task	Labor Rate	Labor Cost (Hrly Rate X Time)	Supply Cost	Total One (1) Time Cost	Annual Frequency	Yearly Cost	
1	Supervisory Inspection	.50	\$25.00	\$12.50	+0.00	+12.50	x 4	\$ 50.00	✓
2	Weed Removal/Abatement	.50	\$25.00	\$12.50	+90.00	+102.50	x12	\$ 1,230.00	✓
3	Leaf Litter Removal	.50	\$25.00	\$12.50	+0.00	+12.50	x12	\$ 150.00	✓
4	Trash/Litter/Debris Removal	.50	\$25.00	\$12.50	\$10.00	+22.50	x12	\$ 270.00	✓
5	Sweep Hardscape	.50	\$25.00	\$12.50	\$10.00	+22.50	x 12	\$ 270.00	✓
6	Clean Storm Drains	.50	\$25.00	\$12.50	+0.00	+12.50	x12	\$ 150.00	✓
7	Empty Trash Receptacles	.50	\$25.00	\$12.50	+10.00	+22.50	x 12	\$ 270.00	✓
8	Pruning Trees	.50	\$25.00	\$12.50	+0.00	+12.50	x 4	\$ 50.00	✓

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All cells must be filled out. If no cost, enter a zero (0). Failure to complete all cells may be cause for rejection.								
NORTH SITE 8: Deerfield WPS								
Traditional Landscape								
Landscaped with Trees, Shrubs, Groundcover and Paved Areas								
Task #	Task	Est. Hours Per Task	Labor Rate	Labor Cost (Hrly Rate X Time)	Supply Cost	Total One (1) Time Cost	Annual Frequency	Yearly Cost
9	Pruning - Shrubs & Groundcover	.50	\$25.00	\$12.50	+0.00	\$12.50	x 4	\$ 25.00 50 ✓
10	Brush Management	1.0	\$25.00	\$25.00	+50.00	\$75.00	x6	\$ 450.00 ✓
11	EXTRAORDINARY LABOR	150	\$24.00	\$3,600.00			As Needed	\$ 3,600.00 ✓
SITE TOTAL								\$ 6,540.00 ✓ HL

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All cells must be filled out. If no cost, enter a zero (0). Failure to complete all cells may be cause for rejection.									
NORTH SITE 9: College Ranch RES and WPS									
Traditional Landscape									
Landscaped with Trees, Shrubs, Groundcover and Paved Areas									
Task #	Task	Est. Hours Per Task	Labor Rate	Labor Cost (Hrly Rate X Time)	Supply Cost	Total One (1) Time Cost	Annual Frequency	Yearly Cost	
1	Supervisory Inspection	.50	\$25.00	\$12.50	+0.00	\$12.50	☒2	\$ 25.00	✓
2	Irrigation System Inspection	.50	\$25.00	\$12.50	+0.00	\$12.50	☒6	\$ 75.00	✓
3	Irrigation System Maintenance/Repair	.50	\$25.00	\$12.50	+0.00	\$12.50	☒6	\$ 75.00	✓
4	Weed Removal/Abatement	.50	\$25.00	\$12.50	\$25.00	\$37.50	☒12	\$ 450.00	✓
5	Trash/Litter/Debris Removal	.50	\$25.00	\$12.50	+0.00	\$12.50	☒12	\$ 150.00	✓
6	Sweep Hardscape	.50	\$25.00	\$12.50	\$25.00	\$37.50	☒12	\$ 450.00	✓
7	Clean Storm Drain	.50	\$25.00	\$12.50	+0.00	\$12.50	☒12	\$ 150.00	✓

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NORTH SITE 9: College Ranch RES and WPS									
Traditional Landscape									
Landscaped with Trees, Shrubs, Groundcover and Paved Areas									
Task #	Task	Est. Hours Per Task	Labor Rate	Labor Cost (Hrly Rate X Time)	Supply Cost	Total One (1) Time Cost	Annual Frequency	Yearly Cost	
8	Empty Trash Receptacles	1	\$25.00	\$25.00	+10.00	\$35.00	x12	\$ 420.00	✓
9	Pruning – Trees	1	\$25.00	\$25.00	+0.00	\$25.00	x 6	\$ 150.00	✓
10	Pruning – Shrubs & Groundcover	.50	\$25.00	\$12.50	+0.00	\$12.50	x4	\$ 50.00	✓
11	Brush Management	.50	\$25.00	\$12.50	+50.00	\$62.50	x 6	\$ 375.00	✓
12	EXTRAORDINARY LABOR	250	\$24.00	6,000.00			As Needed	\$ 6,000.00	✓
SITE TOTAL								\$ 8,370.00	✓

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NORTH SITE 10: Bayview RES									
Traditional Landscape									
Landsaped with Trees, Shrubs, Groundcover and Paved Areas									
Task #	Task	Est. Hours Per Task	Labor Rate	Labor Cost (Hrly Rate X Time)	Supply Cost	Total One (1) Time Cost	Annual Frequency	Yearly Cost	
1	Supervisory Inspection	1	\$25.00	\$25.00	+0.00	\$25.00	x 4	\$ 100.00	✓
2	Irrigation System Inspection	.50	\$25.00	\$12.50	+0.00	\$12.50	x 12	\$ 150.00	✓
3	Irrigation System Maintenance/Repair	1	\$25.00	\$25.00	+0.00	\$25.00	x 4	\$ 100.00	✓
4	Weed Removal/Abatement	1	\$25.00	\$25.00	+10.00	\$35.00	x 26	\$ 910.00	✓
5	Leaf Litter Removal	.50	\$25.00	\$12.50	+0.00	\$12.50	x 26	\$ 325.00	✓
6	Trash/Litter/Debris Removal	.50	\$25.00	\$12.50	+9.50	\$22.00	x 26	\$ 572.00	✓

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All cells must be filled out. If no cost, enter a zero (0). Failure to complete all cells may be cause for rejection.									
NORTH SITE 10: Bayview RES									
Traditional Landscape									
Landscaped with Trees, Shrubs, Groundcover and Paved Areas									
Task #	Task	Est. Hours Per Task	Labor Rate	Labor Cost (Hrly Rate X Time)	Supply Cost	Total One (1) Time Cost	Annual Frequency	Yearly Cost	
7	Sweep Hardscape,	.50	\$25.00	\$12.50	+30.00	\$42.50	x26	\$ 1,105.00	✓
8	Clean Storm Drain	.50	\$25.00	\$12.50	+0.00	\$12.50	x12	\$ 150.00	✓
9	Empty Trash Receptacles	.50	\$25.00	\$12.50	+0.00	\$12.50	x26	\$ 325.00	✓
10	Pruning – Shrubs & Groundcover	1	\$25.00	\$25.00	+0.00	\$25.00	x12	\$ 300.00	✓
11	Pruning – Trees	3.0	\$25.00	\$75.00	+0.00	\$75.00	x3	225.00	✓
11	Brush Management	1	\$25.00	\$25.00	+50.00	\$75.00	x12	\$ 900.00	✓
12	EXTRAORDINARY LABOR	500	\$24.00	\$12,000.00			As Needed	\$ 12,000.00	✓
SITE TOTAL								\$ 17,162.00	✓

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All cells must be filled out. If no cost, enter a zero (0). Failure to complete all cells may be cause for rejection.								
NORTH SITE 11: Black Mountain RES								
Traditional Landscape								
Landscaped with Trees, Shrubs, Groundcover and Paved Areas								
Task #	Task	Est. Hours Per Task	Labor Rate	Labor Cost (Hrly Rate X Time)	Supply Cost	Total One (1) Time Cost	Annual Frequency	Yearly Cost
1	Supervisory Inspection	.50	\$25.00	\$12.50	+0.00	\$12.50	☒4	\$ 50.00 ✓
2	Weed Removal/Abatement	1	\$25.00	\$25.00	+50.00	\$75.00	☒4	\$ 300.00 ✓
3	Clean Storm Drain	.50	\$25.00	\$12.50	+0.00	\$12.50	☒4	\$ 50.00 ✓
4	Pruning - Shrubs & Groundcover	2	\$25.00	\$50.00	+0.00	\$50.00	☒4	\$ 200.00 ✓
5	Brush Management	1	\$25.00	\$25.00	+200.00	\$225.00	☒4	\$ 200.00 9w ✓
6	EXTRAORDINARY LABOR	500	\$24.00	\$12,000.00			As Needed	\$ 12,000.00 ✓
SITE TOTAL								\$ 13,500.00

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All cells must be filled out. If no cost, enter a zero (0). Failure to complete all cells may be cause for rejection.								
NORTH SITE 12: Rancho Bernardo RES								
Traditional Landscape								
Landscaped with Trees, Shrubs, Groundcover and Paved Areas								
Task #	Task	Est. Hours Per Task	Labor Rate	Labor Cost (Hrly Rate X Time)	Supply Cost	Total One (1) Time Cost	Annual Frequency	Yearly Cost
1	Supervisory Inspection	.50	\$25.00	\$12.50	+0.00	\$12.50	<input checked="" type="checkbox"/> 2	\$ 50.00 25
2	Weed Removal/Abatement	.50	\$25.00	\$6.25 12.50	+75.00	87.50 \$81.25	<input checked="" type="checkbox"/> 4	\$ 325.00 350
3	Clean Storm Drain	.50	\$25.00	\$12.50	+0.00	\$12.50	<input checked="" type="checkbox"/> 4	\$ 25.00 50
4	Pruning - Shrubs & Groundcover	.50	\$25.00	\$12.50	+0.00	\$12.50	<input checked="" type="checkbox"/> 4	\$ 50.00 ✓
5	Mulch Replacement	1	\$25.00	\$25.00	+800.00	\$825.00	<input checked="" type="checkbox"/> 1	\$ 825.00 ✓
6	EXTRAORDINARY LABOR	500	\$24.00	\$12,000.00			As Needed	\$ 12,000.00 ✓
SITE TOTAL								\$ 13,275.00

13,300

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All cells must be filled out. If no cost, enter a zero (0). Failure to complete all cells may be cause for rejection.									
NORTH SITE 13: Soledad RES									
Traditional Landscape									
Landscaped with Trees, Shrubs, Groundcover and Paved Areas									
Task #	Task	Est. Hours Per Task	Labor Rate	Labor Cost (Hrly Rate X Time)	Supply Cost	Total One (1) Time Cost	Annual Frequency	Yearly Cost	
1	Supervisory Inspection	.50	\$25.00	\$12.50	+0.00	\$12.50	x 4	\$ 50.00	✓
2	Irrigation System Inspection	.50	\$25.00	\$12.50	+0.00	\$12.50	x4	\$ 50.00	✓
3	Irrigation System Maintenance/Repair	.50	\$25.00	\$12.50	+0.00	\$12.50	x4	\$ 50.00	✓
4	Leaf Litter Removal	.50	\$25.00	\$12.50	+0.00	\$12.50	x12	\$ 150.00	✓
5	Sweep Hardscape	.50	\$25.00	\$12.50	+50.00	\$62.50	x 12	\$ 750.00	✓
6	Pruning – Shrubs & Groundcover	.50	\$25.00	\$12.50	+0.00	\$12.50	x 6	\$ 75.00	✓
7	EXTRAORDINARY LABOR	500	\$24.00	\$12,000.00			As Needed	\$ 12,000.00	✓
SITE TOTAL								\$ 13,125.00	✓

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SCHEDULE OF TASKS, FREQUENCIES, AND MAINTENANCE COSTS									
All cells must be filled out. If no cost, enter a zero (0). Failure to complete all cells may be cause for rejection.									
NORTH SITE 14: Montezuma WPS									
Traditional Landscape									
Landscaped with Trees, Shrubs, Groundcover and Paved Areas									
Task #	Task	Est. Hours Per Task	Labor Rate	Labor Cost (Hrly Rate X Time)	Supply Cost	Total One (1) Time Cost	Annual Frequency	Yearly Cost	
1	Supervisory Inspection	.50	\$25.00	\$12.50	+0.00	\$12.50	x2	\$	25.00 ✓
2	Weed Removal/Abatement	.50	\$25.00	\$12.50	+10.00	\$22.50	x4	\$	90.00 ✓
3	Trash/Litter/Debris Removal	.50	\$25.00	\$12.50	+10.00	\$22.50	x4	\$	90.00 ✓
4	Clean Storm Drain	.50	\$25.00	\$12.50	+10.00	\$22.50	x2	\$	45.00 ✓
5	Pruning - Shrubs & Groundcover	.50	\$25.00	\$12.50	+0.00	\$12.50	x4	\$	50.00 ✓
6	EXTRAORDINARY LABOR	300	\$24.00	\$7,200.00			As Needed	\$	7,200.00 ✓
								SITE TOTAL	\$ 7,500.00 ✓

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SCHEDULE OF TASKS, FREQUENCIES, AND MAINTENANCE COSTS									
All cells must be filled out. If no cost, enter a zero (0). Failure to complete all cells may be cause for rejection.									
NORTH SITE 15: Scripps Poway WPS									
Traditional Landscape									
Landscaped with Trees, Shrubs, Groundcover and Paved Areas									
Task #	Task	Est. Hours Per Task	Labor Rate	Labor Cost (Hrly Rate X Time)	Supply Cost	Total One (1) Time Cost	Annual Frequency	Yearly Cost	
1	Supervisory Inspection	.50	\$25.00	\$12.50	+0.00	\$12.50	x2	\$ 25.00	✓
2	Irrigation System Inspection	.50	\$25.00	\$12.50	+0.00	\$12.50	x4	\$ 50.00	✓
3	Irrigation System Maintenance/Repair	.50	\$25.00	\$12.50	+0.00	\$12.50	x4	\$ 50.00	✓
4	Weed Removal/Abatement	.50	\$25.00	\$12.50	+75.50	\$88.00	x12	\$ 1056.00	✓
5	Trash/Litter/Debris Removal	.50	\$25.00	\$12.50	+10.00	\$22.50	x12	\$ 270.00	✓
6	Pruning – Trees	1	\$25.00	\$25.00	+0.00	\$25.00	x6	\$ 150.00	✓

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SCHEDULE OF TASKS, FREQUENCIES, AND MAINTENANCE COSTS									
All cells must be filled out. If no cost, enter a zero (0). Failure to complete all cells may be cause for rejection.									
NORTH SITE 15: Scripps Poway WPS									
Traditional Landscape									
Landscaped with Trees, Shrubs, Groundcover and Paved Areas									
Task #	Task	Est. Hours Per Task	Labor Rate	Labor Cost (Hrly Rate X Time)	Supply Cost	Total One (1) Time Cost	Annual Frequency	Yearly Cost	
7	Pruning - Shrubs & Groundcover	.50	\$25.00	\$12.50	+0.00	\$12.50	x4	\$ 50.00	✓
8	EXTRAORDINARY LABOR	500	\$24.00	\$12,000.00			As Needed	\$ 12,000.00	✓
SITE TOTAL								\$ 13,651.00	✓

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SCHEDULE OF TASKS, FREQUENCIES, AND MAINTENANCE COSTS									
All cells must be filled out. If no cost, enter a zero (0). Failure to complete all cells may be cause for rejection.									
NORTH SITE 16: Meanly Drive Reservoir Tank (Dog Park)									
Drought Tolerant and Traditional Landscape									
Landscaped with Trees, Shrubs, Groundcover and Paved Areas (Approximately 18 Acres)									
Task #	Task	Est. Hours Per Task	Labor Rate	Labor Cost (Hrly Rate X Time)	Supply Cost	Total One (1) Time Cost	Annual Frequency	Yearly Cost	
1	Supervisory Inspection	.50	\$25.00	\$12.50	+0.00	\$12.50	x 6	\$ 75.00	✓
2	Irrigation System Inspection	.50	\$25.00	\$12.50	+0.00	\$12.50	x12	\$ 150.00	✓
3	Irrigation System Maintenance/Repair	.50	\$25.00	\$12.50	+0.00	\$12.50	x12	\$ 150.00	✓
4	Weed Removal/Abatement	.50	\$25.00	\$12.50	+0.00	\$12.50	x12	\$ 150.00	✓
5	Edging	.50	\$25.00	\$12.50	+0.00	\$12.50	x 12	\$ 150.00	✓
6	Leaf Litter Removal	.50	\$25.00	\$12.50	+0.00	\$12.50	x12	\$ 150.00	✓

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SCHEDULE OF TASKS, FREQUENCIES, AND MAINTENANCE COSTS								
All cells must be filled out. If no cost, enter a zero (0). Failure to complete all cells may be cause for rejection.								
NORTH SITE 16: Meanly Drive Reservoir Tank (Dog Park)								
Drought Tolerant and Traditional Landscape								
Landscaped with Trees, Shrubs, Groundcover and Paved Areas (Approximately 18 Acres)								
Task #	Task	Est. Hours Per Task	Labor Rate	Labor Cost (Hrly Rate X Time)	Supply Cost	Total One (1) Time Cost	Annual Frequency	Yearly Cost
7	Trash/Litter/Debris Removal	.50	\$25.00	\$12.50	+0.00	\$12.50	x12	\$ 150.00 ✓
8	Empty Trash Receptacles	.50	\$25.00	\$12.50	+10.00	\$22.50	x12	\$ 270.00 ✓
9	Pruning – Trees	.50	\$25.00	\$12.50	+0.00	\$12.50	x6	\$ 75.00 ✓
10	Pruning – Shrubs & Groundcover	.50	\$25.00	\$12.50	+0.00	\$12.50	x12	\$ 150.00 ✓
11	Fertilization	.50	\$25.00	\$12.50	+100.00	\$112.50	x4	\$ 450.00 ✓
12	Brush Management	.50	\$25.00	\$12.50	+100.00	\$112.50	x4	\$ 450.00 ✓
13	Mulch Replacement	.50	\$25.00	\$12.50	+800.00	\$812.50	x4	\$ 3,250.00 ✓

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SCHEDULE OF TASKS, FREQUENCIES, AND MAINTENANCE COSTS								
All cells must be filled out. If no cost, enter a zero (0). Failure to complete all cells may be cause for rejection.								
NORTH SITE 16: Meanly Drive Reservoir Tank (Dog Park)								
Drought Tolerant and Traditional Landscape								
Landscaped with Trees, Shrubs, Groundcover and Paved Areas (Approximately 18 Acres)								
Task #	Task	Est. Hours Per Task	Labor Rate	Labor Cost (Hrly Rate X Time)	Supply Cost	Total One (1) Time Cost	Annual Frequency	Yearly Cost
14	Annual Recycled Water Inspections	.50	\$25.00	\$12.50	+0.00	\$12.50	4	\$ 50.00
15	EXTRAORDINARY LABOR	1000	\$24.00	\$24,000.00			As Needed	\$ 24,000.00
SITE TOTAL								\$ 29,670.00

SCHEDULE B – SOUTH CONTRACT SITES

SCHEDULE OF TASKS, FREQUENCIES, AND MAINTENANCE COSTS								
All cells must be filled out. If no cost, enter a zero (0). Failure to complete all cells may be cause for rejection.								
SOUTH SITE 1: Otay Water Treatment Plant								
Drought Tolerant and Traditional Landscape								
Landscaped with Trees, Shrubs, Groundcover and Paved Areas								
Task #	Task	Est. Hours Per Task	Labor Rate	Labor Cost (Hrly Rate X Time)	Supply Cost	Total One (1) Time Cost	Annual Frequency	Yearly Cost
1	Supervisory Inspection	.50	\$25.00	\$12.50	+0.00	\$12.50	x52	\$ 650.00
2	Irrigation System Inspection	.50	\$25.00	\$12.50	+0.00	\$12.50	x2	\$ 25.00
3	Irrigation System Maintenance/Repair	.50	\$25.00	\$12.50	+0.00	\$12.50	x 2	\$ 25.00
4	Weed Removal/Abatement	2	\$25.00	\$50.00	+10.00	\$60.00	x52	\$ 3,120.00
5	Trash/Litter/Debris Removal	.50	\$25.00	\$12.50	+10.00	\$22.50	x 52	\$ 1,170.00

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SCHEDULE OF TASKS, FREQUENCIES, AND MAINTENANCE COSTS								
All cells must be filled out. If no cost, enter a zero (0). Failure to complete all cells may be cause for rejection.								
SOUTH SITE 1: Otay Water Treatment Plant								
Drought Tolerant and Traditional Landscape								
Landscaped with Trees, Shrubs, Groundcover and Paved Areas								
Task #	Task	Est. Hours Per Task	Labor Rate	Labor Cost (Hrly Rate X Time)	Supply Cost	Total One (1) Time Cost	Annual Frequency	Yearly Cost
6	Clean Storm Drains	1	\$25.00	\$25.00	+0.00	\$25.00	x6	\$ 150.00
7	Pruning – Trees	.50	\$25.00	\$12.50	+0.00	\$12.50	x4	\$ 50.00
8	Pruning – Shrubs & Groundcover	.50	\$25.00	\$12.50	+0.00	\$12.50	x12	\$ 150.00
9	Fertilization	.50	\$25.00	\$12.50	+50.00	\$62.50	x2	\$ 125.00
10	Brush Management	1	\$25.00	\$25.00	+50.00	\$75.00	x52	\$ 3,900.00
11	EXTRAORDINARY LABOR	500	\$24.00	\$12,000.00			As Needed	\$ 12,000.00
SITE TOTAL								\$ 21,365.00

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SCHEDULE OF TASKS, FREQUENCIES, AND MAINTENANCE COSTS								
All cells must be filled out. If no cost, enter a zero (0). Failure to complete all cells may be cause for rejection.								
SOUTH SITE 2: Corner of Encina Drive/San Ysabel								
Traditional Landscape								
Landscaped with Turf, Trees, Shrubs, Groundcover and Paved Areas								
Task #	Task	Est. Hours Per Task	Labor Rate	Labor Cost (Hrly Rate X Time)	Supply Cost	Total One (1) Time Cost	Annual Frequency	Yearly Cost
1	Supervisory Inspection	8	\$25.00	\$200.00	+0.00	\$200.00	x 2	\$ 400.00
2	Irrigation System Inspection	24	\$25.00	\$600.00	+0.00	\$600.00	x 2	\$ 1,200.00
3	Irrigation System Maintenance/Repair	16	\$25.00	\$400.00	+0.00	\$400.00	x 1	\$ 400.00
4	Weed Removal/Abatement	16	\$25.00	\$400.00	+100.00	\$500.00	x 4	\$ 2,000.00
5	Mowing	8	\$25.00	\$200.00	+0.00	\$200.00	x 4	\$ 800.00
6	Edging	8	\$25.00	\$200.00	+0.00	\$200.00	x 4	\$ 800.00

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SCHEDULE OF TASKS, FREQUENCIES, AND MAINTENANCE COSTS								
All cells must be filled out. If no cost, enter a zero (0). Failure to complete all cells may be cause for rejection.								
SOUTH SITE 2: Corner of Encina Drive/San Ysabel								
Traditional Landscape								
Landscape with Turf, Trees, Shrubs, Groundcover and Paved Areas								
Task #	Task	Est. Hours Per Task	Labor Rate	Labor Cost (Hrly Rate X Time)	Supply Cost	Total One (1) Time Cost	Annual Frequency	Yearly Cost
7	Trash/Litter/Debris Removal	8	\$25.00	\$200.00	+0.00	+200.00	x 4	\$ 800.00
8	Sweep Hardscape	8	\$25.00	\$200.00	+0.00	+200.00	x 4	\$ 800.00
9	Clean Storm Drains and Brow Ditch	12	\$25.00	\$300.00	+0.00	+300.00	x 4	\$ 1,200.00
10	Empty Trash Receptacles	8	\$25.00	\$200.00	+0.00	+200.00	x 4	\$ 800.00
11	Equipment Maintenance	4	\$25.00	\$100.00	+300.00	+400.00	x4	\$ 1,600.00
12	Pruning – Trees	8	\$25.00	\$200.00	+0.00	+200.00	x1	\$ 200.00
13	Pruning – Shrubs & Groundcover	8	\$25.00	\$200.00	+0.00	200.00	x 4	\$ 800.00

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SCHEDULE OF TASKS, FREQUENCIES, AND MAINTENANCE COSTS								
All cells must be filled out. If no cost, enter a zero (0). Failure to complete all cells may be cause for rejection.								
SOUTH SITE 2: Corner of Encina Drive/San Ysabel								
Traditional Landscape								
Landscaped with Turf, Trees, Shrubs, Groundcover and Paved Areas								
Task #	Task	Est. Hours Per Task	Labor Rate	Labor Cost (Hrly Rate X Time)	Supply Cost	Total One (1) Time Cost	Annual Frequency	Yearly Cost
14	Fertilization and Palm Feeding	8	\$25.00	\$200.00	+150.00	\$350.00	x 1	\$ 350.00
16	Mulch Replacement	24	\$25.00	\$600.00	+600.00	\$1,200.00	x 1	\$ 1,200.00
17	Renovation	8	\$25.00	\$200.00	+50.00	\$250.00	x 1	\$ 250.00
18	Aerification	8	\$25.00	\$200.00	+50.00	\$250.00	x 1	\$ 250.00
19	Overseeding	8	\$25.00	\$200.00	+100.00	\$300.00	x 1	\$ 300.00
20	Recycled Water Inspection	24	\$25.00	\$600.00	+0.00	\$600.00	x 1	\$ 600.00
21	EXTRAORDINARY LABOR	300	\$24.00	\$7,200.00			As Needed	\$ 7,200.00
							SITE TOTAL	\$ 21,950.00

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SCHEDULE OF TASKS, FREQUENCIES, AND MAINTENANCE COSTS								
All cells must be filled out. If no cost, enter a zero (0). Failure to complete all cells may be cause for rejection.								
SOUTH SITE 3: Point Loma RES								
Traditional Landscape								
Landsaped with Turf, Trees, Shrubs, Groundcover and Paved Areas								
Task #	Task	Est. Hours Per Task	Labor Rate	Labor Cost (Hrly Rate X Time)	Supply Cost	Total One (1) Time Cost	Annual Frequency	Yearly Cost
1	Supervisory Inspection	8	\$25.00	\$200.00	+0.00	\$200.00	x 12	\$ 2,400.00
2	Irrigation System Inspection	16	\$25.00	\$400.00	+0.00	\$400.00	x 12	\$ 4,800.00
3	Irrigation System Maintenance/Repair	16	\$25.00	\$400.00	+0.00	\$400.00	x 12	\$ 4,800.00
4	Weed Removal/Abatement	16	\$25.00	\$400.00	+10.00	\$410.00	x 12	\$ 4,920.00
5	Mowing	8	\$25.00	\$200.00	+10.00	\$210.00	x 12	\$ 2,520.00
6	Edging	8	\$25.00	\$200.00	+10.00	\$210.00	x12	\$ 2,520.00
7	Leaf Litter Removal	8	\$25.00	\$200.00	+0.00	\$200.00	x12	\$ 2,400.00

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SCHEDULE OF TASKS, FREQUENCIES, AND MAINTENANCE COSTS								
All cells must be filled out. If no cost, enter a zero (0). Failure to complete all cells may be cause for rejection.								
SOUTH SITE 3: Point Loma RES								
Traditional Landscape								
Landscaped with Turf, Trees, Shrubs, Groundcover and Paved Areas								
Task #	Task	Est. Hours Per Task	Labor Rate	Labor Cost (Hrly Rate X Time)	Supply Cost	Total One (1) Time Cost	Annual Frequency	Yearly Cost
8	Trash/Litter/Debris Removal	8	\$25.00	\$200.00	+10.00	\$210.00	x 12	\$ 2,520.00
9	Sweep Hardscape	16	\$25.00	\$400.00	+0.00	\$400.00	x 12	\$ 4,800.00
10	Clean Storm Drains	8	\$25.00	\$200.00	+0.00	\$200.00	x 12	\$ 2,400.00
11	Empty Trash Receptacles	8	\$25.00	\$200.00	+10.00	\$210.00	x12	\$ 2,520.00
12	Equipment Maintenance/Sand Pit Raking	16	\$25.00	\$400.00	+50.00	\$450.00	x 12	\$ 5,400.00
13	Pruning – Trees	8	\$25.00	\$200.00	+0.00	\$200.00	x 2	\$ 400.00
14	Pruning – Shrubs & Groundcover	16	\$25.00	\$400.00	+0.00	\$400.00	x 4	\$ 1,600.00

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SCHEDULE OF TASKS, FREQUENCIES, AND MAINTENANCE COSTS								
All cells must be filled out. If no cost, enter a zero (0). Failure to complete all cells may be cause for rejection.								
SOUTH SITE 3: Point Loma RES								
Traditional Landscape								
Landscaped with Turf, Trees, Shrubs, Groundcover and Paved Areas								
Task #	Task	Est. Hours Per Task	Labor Rate	Labor Cost (Hrly Rate X Time)	Supply Cost	Total One (1) Time Cost	Annual Frequency	Yearly Cost
15	Fertilization	2	\$25.00	\$50.00	\$100.00	\$150.00	x2	\$ 300.00
16	Brush Management	2	\$25.00	\$50.00	\$200.00	\$250.00	x4	\$ 1,000.00
17	Renovation	8	\$25.00	\$200.00	\$25.00	\$225.00	x2	\$ 450.00
18	Aerification	8	\$25.00	\$200.00	\$25.00	\$225.00	x2	\$ 450.00
19	Overseeding	8	\$25.00	\$200.00	\$50.00	\$250.00	x1	\$ 250.00
20	EXTRAORDINARY LABOR	300	\$24.00	\$7,200.00			As Needed	\$ 7,200.00
SITE TOTAL								\$ 53,650.00

SCHEDULE OF TASKS, FREQUENCIES, AND MAINTENANCE COSTS								
All cells must be filled out. If no cost, enter a zero (0). Failure to complete all cells may be cause for rejection.								
RESERVOIR 1: Miramar RES								
Drought Tolerant and Traditional Landscape								
Landscaped with Turf, Trees, Shrubs, Groundcover and Paved Areas (Approximately 1 acre)								
Task #	Task	Est. Hours Per Task	Labor Rate	Labor Cost (Hrly Rate X Time)	Supply Cost	Total One (1) Time Cost	Annual Frequency	Yearly Cost
1	Supervisory Inspection	1.5	\$25.00	\$37.50	+0.00	\$37.50	x26	\$ 975.00
2	Irrigation System Inspection	3	\$25.00	\$75.00	+0.00	\$75.00	x 12	\$ 900.00
3	Irrigation System Maintenance/Repair	.50	\$25.00	\$12.50	+0.00	\$12.50	x2	\$ 25.00
4	Weed Removal/Abatement	4	\$25.00	\$100.00	+10.00	\$110.00	x26	\$ 2,860.00
5	Leaf Litter Removal	4	\$25.00	\$100.00	+10.00	\$110.00	x26	\$ 2,860.00

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SCHEDULE OF TASKS, FREQUENCIES, AND MAINTENANCE COSTS								
All cells must be filled out. If no cost, enter a zero (0). Failure to complete all cells may be cause for rejection.								
RESERVOIR 1: Miramar RES								
Drought Tolerant and Traditional Landscape								
Landscaped with Turf, Trees, Shrubs, Groundcover and Paved Areas (Approximately 1 acre)								
Task #	Task	Est. Hours Per Task	Labor Rate	Labor Cost (Hrly Rate X Time)	Supply Cost	Total One (1) Time Cost	Annual Frequency	Yearly Cost
6	Sweep Hardscape	2	\$25.00	\$50.00	\$10.00	\$60.00	x26	\$ 1,560.00
7	Empty Trash Receptacles	50	\$25.00	\$12.50	\$10.00	\$22.50	x26	\$ 585.00
8	Pruning - Shrubs & Groundcover	8	\$25.00	\$200.00	\$0.00	\$200.00	x 4	\$ 800.00
9	EXTRAORDINARY LABOR	500	\$24.00	\$12,000.00			As Needed	\$ 12,000.00
SITE TOTAL								\$ 22,565.00

SCHEDULE OF TASKS, FREQUENCIES, AND MAINTENANCE COSTS								
All cells must be filled out. If no cost, enter a zero (0). Failure to complete all cells may be cause for rejection.								
RESERVOIR SITE 2: San Vicente RES								
Traditional Landscaping								
Landscaped with Trees, Shrubs, Groundcover and Paved Areas								
Task #	Task	Est. Hours Per Task	Labor Rate	Labor Cost (Hrly Rate X Time)	Supply Cost	Total One (1) Time Cost	Annual Frequency	Yearly Cost
1	Supervisory Inspection	1.5	\$25.00	\$37.50	+0.00	\$37.50	x 26	\$ 975.00
2	Irrigation System Inspection	3	\$25.00	\$75.00	+0.00	\$75.00	x 12	\$ 900.00
3	Irrigation System Maintenance/Repair	.50	\$25.00	\$12.50	+0.00	\$12.50	x2	\$ 25.00
4	Weed Removal/Abatement	4	\$25.00	\$100.00	+10.00	\$110.00	x 26	\$ 2,860.00
5	Leaf Litter Removal	4	\$25.00	\$100.00	+0.00	\$100.00	x 26	\$ 2,600.00
6	Sweep Hardscape	2	\$25.00	\$50.00	+10.00	\$60.00	x 26	\$ 1,560.00
7	Empty Trash Receptacles	.50	\$25.00	\$12.50	+10.00	\$22.50	x26	\$ 585.00

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SCHEDULE OF TASKS, FREQUENCIES, AND MAINTENANCE COSTS								
All cells must be filled out. If no cost, enter a zero (0). Failure to complete all cells may be cause for rejection.								
RESERVOIR SITE 2: San Vicente RES								
Traditional Landscaping								
Landscaped with Trees, Shrubs, Groundcover and Paved Areas								
Task #	Task	Est. Hours Per Task	Labor Rate	Labor Cost (Hrly Rate X Time)	Supply Cost	Total One (1) Time Cost	Annual Frequency	Yearly Cost
8	Pruning - Shrubs & Groundcover	4	\$25.00	\$100.00	+0.00	\$100.00	x4	\$400.00
9	EXTRAORDINARY LABOR	500	\$24.00	12,000.00			As Needed	\$ 12,000.00
							SITE TOTAL	\$ 21,905.00

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W. PRICE SCHEDULE - TOTAL ANNUAL COSTS PER SITE:

SCHEDULE A – NORTH CONTRACT SITES

All cells must be filled out. If no cost, enter a zero (0). Failure to complete all cells may be cause for rejection.

Site Number	Description	Annual Cost	
North Site 1	Miramar Water Treatment Plant	\$ 39,725.00	
North Site 2	Scripps Lake WPS	\$ 26,224.00	
North Site 3	Penasquitos Bluffs #8 WPS	\$ 10,045.00	
North Site 4	Princess Park WPS	\$ 10,050.00	61
North Site 5	Rancho Penasquitos WPS	\$ 15,282.50	76
North Site 6	Scripps Wood #11 WPS	\$ 7,840.00	85
North Site 7	Del Cerro WPS	\$ 9,150.00	99
North Site 8	Deerfield WPS	\$ 6,540.00	114
North Site 9	College Ranch RES and WPS	\$ 8,370.00	130
North Site 10	Bayview RES	\$ 17,162.00	147

North Site 11	Black Mountain RES	\$ 13,500.00	157
North Site 12	Ranch Bernardo RES	\$ 13,275.00	167
North Site 13	Soledad RES	\$ 13,125.00	178
North Site 14	Montezuma WPS	\$ 7,500.00	188
North Site 15	Scripps Poway WPS	\$ 13,651.00	200
North Site 16	Meanly Drive RES Tank (Dog Park)	\$ 29,670.00	219
NORTH SITES 1-16	SCHEDULE A - TOTAL MAINTENANCE	\$ 241,109.50	241,134.50 ✓

13,300

SCHEDULE B – SOUTH CONTRACT SITES - TOTAL ANNUAL COST

Site Number	Description	Annual Cost	
South Site 1	Otay Water Treatment Plant	\$ 21,365.00	235
South Site 2	Corner of Encina Dr./San Ysabel	\$ 21,950.00	259
South Site 3	Point Loma RES	\$ 53,650.00	283
SOUTH SITES 1-3	SCHEDULE B – TOTAL MAINTENANCE	\$ 96,965.00	

Goods and Services ITB
 Revised: November 8, 2016
 OCA Document No. 1277089

SCHEDULE C – RESERVOIR SITES - TOTAL ANNUAL COST

Site Number	Description	Annual Cost
Reservoir Site 1	Miramar RES	\$ 22,565.00
Reservoir Site 2	San Vicente RES	\$ 21,905.00
RESERVOIR SITES 1-2	SCHEDULE C – TOTAL MAINTENANCE	\$ 44,470.00

ALL SITES	SCHEDULE A, B & C - GRAND TOTAL	\$ 382,544.50 → \$ 392,569.50
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Calculation errors corrected
Pages 47: 53

NOTE: Page 44, numbers transposed
but calculates the same
when corrected.

Page 43 labor cost
totalled incorrectly.

All corrected - JPonte



THE CITY OF SAN DIEGO
GENERAL CONTRACT TERMS AND PROVISIONS
APPLICABLE TO GOODS, SERVICES, AND CONSULTANT CONTRACTS

ARTICLE I SCOPE AND TERM OF CONTRACT

1.1 Scope of Contract. The scope of contract between the City and a provider of goods and/or services (Contractor) is described in the Contract Documents. The Contract Documents are comprised of the Request for Proposal, Invitation to Bid, or other solicitation document (Solicitation); the successful bid or proposal; the letter awarding the contract to Contractor; the City's written acceptance of exceptions or clarifications to the Solicitation, if any; and these General Contract Terms and Provisions.

1.2 Effective Date. A contract between the City and Contractor (Contract) is effective on the last date that the contract is signed by the parties and approved by the City Attorney in accordance with Charter section 40. Unless otherwise terminated, this Contract is effective until it is completed or as otherwise agreed upon in writing by the parties, whichever is the earliest. A Contract term cannot exceed five (5) years unless approved by the City Council by ordinance.

1.3 Contract Extension. The City may, in its sole discretion, unilaterally exercise an option to extend the Contract as described in the Contract Documents. In addition, the City may, in its sole discretion, unilaterally extend the Contract on a month-to-month basis following contract expiration if authorized under Charter section 99 and the Contract Documents. Contractor shall not increase its pricing in excess of the percentage increase described in the Contract.

ARTICLE II CONTRACT ADMINISTRATOR

2.1 Contract Administrator. The Purchasing Agent or designee is the Contract Administrator for purposes of this Contract, and has the responsibilities described in this Contract, in the San Diego Charter, and in Chapter 2, Article 2, Divisions 5, 30, and 32.

2.1.1 Contractor Performance Evaluations. The Contract Administrator will evaluate Contractor's performance as often as the Contract Administrator deems necessary throughout the term of the contract. This evaluation will be based on criteria including the quality of goods or services, the timeliness of performance, and adherence to applicable laws, including prevailing wage and living wage. City will provide Contractors who receive an unsatisfactory rating with a copy of the evaluation and an opportunity to respond. City may consider final evaluations, including Contractor's response, in evaluating future proposals and bids for contract award.

2.2 Notices. Unless otherwise specified, in all cases where written notice is required under this Contract, service shall be deemed sufficient if the notice is personally delivered or deposited in the United States mail, with first class postage paid, attention to the Purchasing Agent. Proper notice is effective on the date of personal delivery or five (5) days after deposit in a United States postal mailbox unless provided otherwise in the Contract. Notices to the City shall be sent to:

Purchasing Agent
City of San Diego, Purchasing and Contracting Division
1200 3rd Avenue, Suite 200
San Diego, CA 92101-4195

ARTICLE III COMPENSATION

3.1 Manner of Payment. Contractor will be paid monthly, in arrears, for goods and/or services provided in accordance with the terms and provisions specified in the Contract.

3.2 Invoices.

3.2.1 Invoice Detail. Contractor's invoice must be on Contractor's stationary with Contractor's name, address, and remittance address if different. Contractor's invoice must have a date, an invoice number, a purchase order number, a description of the goods or services provided, and an amount due.

3.2.2 Service Contracts. Contractor must submit invoices for services to City by the 10th of the month following the month in which Contractor provided services. Invoices must include the address of the location where services were performed and the dates in which services were provided.

3.2.3 Goods Contracts. Contractor must submit invoices for goods to City within seven days of the shipment. Invoices must describe the goods provided.

3.2.4 Parts Contracts. Contractor must submit invoices for parts to City within seven calendar (7) days of the date the parts are shipped. Invoices must include the manufacturer of the part, manufacturer's published list price, percentage discount applied in accordance with Pricing Page(s), the net price to City, and an item description, quantity, and extension.

3.2.5 Extraordinary Work. City will not pay Contractor for extraordinary work unless Contractor receives prior written authorization from the Contract Administrator. Failure to do so will result in payment being withheld for services. If approved, Contractor will include an invoice that describes the work performed and the location where the work was performed, and a copy of the Contract Administrator's written authorization.

3.2.6 Reporting Requirements. Contractor must submit the following reports using the City's web-based contract compliance portal. Incomplete and/or delinquent reports may cause payment delays, non-payment of invoice, or both. For questions, please view the City's online tutorials on how to utilize the City's web-based contract compliance portal.

3.2.6.1 Monthly Employment Utilization Reports. Contractor and Contractor's subcontractors and suppliers must submit Monthly Employment Utilization Reports by the fifth (5th) day of the subsequent month.

3.2.6.2 Monthly Invoicing and Payments. Contractor and Contractor's subcontractors and suppliers must submit Monthly Invoicing and Payment Reports by the fifth (5th) day of the subsequent month.

3.3 Annual Appropriation of Funds. Contractor acknowledges that the Contract term may extend over multiple City fiscal years, and that work and compensation under this Contract is contingent on the City Council appropriating funding for and authorizing such work and compensation for those fiscal years. This Contract may be terminated at the end of the fiscal year for which sufficient funding is not appropriated and authorized. City is not obligated to pay Contractor for any amounts not duly appropriated and authorized by City Council.

3.4 Price Adjustments. Based on Contractor's written request and justification, the City may approve an increase in unit prices on Contractor's pricing pages consistent with the amount requested in the justification in an amount not to exceed the increase in the Consumer Price Index, San Diego Area, for All Urban Customers (CPI-U) as published by the Bureau of Labor Statistics, or 5.0%, whichever is less, during the preceding one year term. If the CPI-U is a negative number, then the unit prices shall not be adjusted for that option year (the unit prices will not be decreased). A negative CPI-U shall be counted against any subsequent increases in the CPI-U when calculating the unit prices for later option years. Contractor must provide such written request and justification no less than sixty days before the date in which City may exercise the option to renew the contract, or sixty days before the anniversary date of the Contract. Justification in support of the written request must include a description of the basis for the adjustment, the proposed effective date and reasons for said date, and the amount of the adjustment requested with documentation to support the requested change (e.g. CPI-U or 5.0%, whichever is less). City's approval of this request must be in writing.

ARTICLE IV SUSPENSION AND TERMINATION

4.1 City's Right to Suspend for Convenience. City may suspend all or any portion of Contractor's performance under this Contract at its sole option and for its convenience for a reasonable period of time not to exceed six (6) months. City must first give ten (10) days' written notice to Contractor of such suspension. City will pay to Contractor a sum equivalent to the reasonable value of the goods and/or services satisfactorily provided up to the date of suspension. City may rescind the suspension prior to or at six (6) months by providing Contractor with written notice of the rescission, at which time Contractor would be required to resume performance in compliance with the terms and provisions of this Contract. Contractor will be entitled to an extension of time to complete performance under the Contract equal to the length of the suspension unless otherwise agreed to in writing by the Parties.

4.2 City's Right to Terminate for Convenience. City may, at its sole option and for its convenience, terminate all or any portion of this Contract by giving thirty (30) days' written notice of such termination to Contractor. The termination of the Contract shall be effective upon receipt of the notice by Contractor. After termination of all or any portion of the Contract, Contractor shall: (1) immediately discontinue all affected performance (unless the notice directs

otherwise); and (2) complete any and all additional work necessary for the orderly filing of documents and closing of Contractor's affected performance under the Contract. After filing of documents and completion of performance, Contractor shall deliver to City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials created or received by Contractor in performing this Contract, whether completed or in process. By accepting payment for completion, filing, and delivering documents as called for in this section, Contractor discharges City of all of City's payment obligations and liabilities under this Contract with regard to the affected performance.

4.3 City's Right to Terminate for Default. Contractor's failure to satisfactorily perform any obligation required by this Contract constitutes a default. Examples of default include a determination by City that Contractor has: (1) failed to deliver goods and/or perform the services of the required quality or within the time specified; (2) failed to perform any of the obligations of this Contract; and (3) failed to make sufficient progress in performance which may jeopardize full performance.

4.3.1 If Contractor fails to satisfactorily cure a default within ten (10) calendar days of receiving written notice from City specifying the nature of the default, City may immediately cancel and/or terminate this Contract, and terminate each and every right of Contractor, and any person claiming any rights by or through Contractor under this Contract.

4.3.2 If City terminates this Contract, in whole or in part, City may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, equivalent goods or services and Contractor shall be liable to City for any excess costs. Contractor shall also continue performance to the extent not terminated.

4.4 Termination for Bankruptcy or Assignment for the Benefit of Creditors. If Contractor files a voluntary petition in bankruptcy, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors, the City may at its option and without further notice to, or demand upon Contractor, terminate this Contract, and terminate each and every right of Contractor, and any person claiming rights by and through Contractor under this Contract.

4.5 Contractor's Right to Payment Following Contract Termination.

4.5.1 Termination for Convenience. If the termination is for the convenience of City an equitable adjustment in the Contract price shall be made. No amount shall be allowed for anticipated profit on unperformed services, and no amount shall be paid for an as needed contract beyond the Contract termination date.

4.5.2 Termination for Default. If, after City gives notice of termination for failure to fulfill Contract obligations to Contractor, it is determined that Contractor had not so failed, the termination shall be deemed to have been effected for the convenience of City. In such event, adjustment in the Contract price shall be made as provided in Section 4.3.2. City's rights and remedies are in addition to any other rights and remedies provided by law or under this Contract.

4.6 Remedies Cumulative. City's remedies are cumulative and are not intended to be exclusive of any other remedies or means of redress to which City may be lawfully entitled in case of any breach or threatened breach of any provision of this Contract.

ARTICLE V ADDITIONAL CONTRACTOR OBLIGATIONS

5.1 Inspection and Acceptance. The City will inspect and accept goods provided under this Contract at the shipment destination unless specified otherwise. Inspection will be made and acceptance will be determined by the City department shown in the shipping address of the Purchase Order or other duly authorized representative of City.

5.2 Responsibility for Lost or Damaged Shipments. Contractor bears the risk of loss or damage to goods prior to the time of their receipt and acceptance by City. City has no obligation to accept damaged shipments and reserves the right to return damaged goods, at Contractor's sole expense, even if the damage was not apparent or discovered until after receipt.

5.3 Responsibility for Damages. Contractor is responsible for all damage that occurs as a result of Contractor's fault or negligence or that of its' employees, agents, or representatives in connection with the performance of this Contract. Contractor shall immediately report any such damage to people and/or property to the Contract Administrator.

5.4 Delivery. Delivery shall be made on the delivery day specified in the Contract Documents. The City, in its sole discretion, may extend the time for delivery. The City may order, in writing, the suspension, delay or interruption of delivery of goods and/or services.

5.5 Delay. Unless otherwise specified herein, time is of the essence for each and every provision of the Contract. Contractor must immediately notify City in writing if there is, or it is anticipated that there will be, a delay in performance. The written notice must explain the cause for the delay and provide a reasonable estimate of the length of the delay. City may terminate this Contract as provided herein if City, in its sole discretion, determines the delay is material.

5.5.1 If a delay in performance is caused by any unforeseen event(s) beyond the control of the parties, City may allow Contractor to a reasonable extension of time to complete performance, but Contractor will not be entitled to damages or additional compensation. Any such extension of time must be approved in writing by City. The following conditions may constitute such a delay: war; changes in law or government regulation; labor disputes; strikes; fires, floods, adverse weather or other similar condition of the elements necessitating cessation of the performance; inability to obtain materials, equipment or labor; or other specific reasons agreed to between City and Contractor. This provision does not apply to a delay caused by Contractor's acts or omissions. Contractor is not entitled to an extension of time to perform if a delay is caused by Contractor's inability to obtain materials, equipment, or labor unless City has received, in a timely manner, documentary proof satisfactory to City of Contractor's inability to obtain materials, equipment, or labor, in which case City's approval must be in writing.

5.6 Restrictions and Regulations Requiring Contract Modification. Contractor shall immediately notify City in writing of any regulations or restrictions that may or will require Contractor to alter the material, quality, workmanship, or performance of the goods and/or services to be provided. City reserves the right to accept any such alteration, including any resulting reasonable price adjustments, or to cancel the Contract at no expense to the City.

5.7 Warranties. All goods and/or services provided under the Contract must be warranted by Contractor or manufacturer for at least twelve (12) months after acceptance by City, except automotive equipment. Automotive equipment must be warranted for a minimum of 12,000 miles or 12 months, whichever occurs first, unless otherwise stated in the Contract. Contractor is responsible to City for all warranty service, parts, and labor. Contractor is required to ensure that warranty work is performed at a facility acceptable to City and that services, parts, and labor are available and provided to meet City's schedules and deadlines. Contractor may establish a warranty service contract with an agency satisfactory to City instead of performing the warranty service itself. If Contractor is not an authorized service center and causes any damage to equipment being serviced, which results in the existing warranty being voided, Contractor will be liable for all costs of repairs to the equipment, or the costs of replacing the equipment with new equipment that meets City's operational needs.

5.8 Industry Standards. Contractor shall provide goods and/or services acceptable to City in strict conformance with the Contract. Contractor shall also provide goods and/or services in accordance with the standards customarily adhered to by an experienced and competent provider of the goods and/or services called for under this Contract using the degree of care and skill ordinarily exercised by reputable providers of such goods and/or services. Where approval by City, the Mayor, or other representative of City is required, it is understood to be general approval only and does not relieve Contractor of responsibility for complying with all applicable laws, codes, policies, regulations, and good business practices.

5.9 Records Retention and Examination. Contractor shall retain, protect, and maintain in an accessible location all records and documents, including paper, electronic, and computer records, relating to this Contract for five (5) years after receipt of final payment by City under this Contract. Contractor shall make all such records and documents available for inspection, copying, or other reproduction, and auditing by authorized representatives of City, including the Purchasing Agent or designee. Contractor shall make available all requested data and records at reasonable locations within City or County of San Diego at any time during normal business hours, and as often as City deems necessary. If records are not made available within the City or County of San Diego, Contractor shall pay City's travel costs to the location where the records are maintained and shall pay for all related travel expenses. Failure to make requested records available for inspection, copying, or other reproduction, or auditing by the date requested may result in termination of the Contract. Contractor must include this provision in all subcontracts made in connection with this Contract.

5.9.1 Contractor shall maintain records of all subcontracts entered into with all firms, all project invoices received from Subcontractors and Suppliers, all purchases of materials and services from Suppliers, and all joint venture participation. Records shall show name, telephone number including area code, and business address of each Subcontractor and Supplier, and joint venture partner, and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the City.

5.10 Quality Assurance Meetings. Upon City's request, Contractor shall schedule one or more quality assurance meetings with City's Contract Administrator to discuss Contractor's performance. If requested, Contractor shall schedule the first quality assurance meeting no later than eight (8) weeks from the date of commencement of work under the Contract. At the quality assurance meeting(s), City's Contract Administrator will provide Contractor with feedback, will note any deficiencies in Contract performance, and provide Contractor with an opportunity to address and correct such deficiencies. The total number of quality assurance meetings that may be required by City will depend upon Contractor's performance.

5.11 Duty to Cooperate with Auditor. The City Auditor may, in his sole discretion, at no cost to the City, and for purposes of performing his responsibilities under Charter section 39.2, review Contractor's records to confirm contract compliance. Contractor shall make reasonable efforts to cooperate with Auditor's requests.

5.12 Safety Data Sheets. If specified by City in the solicitation or otherwise required by this Contract, Contractor must send with each shipment one (1) copy of the Safety Data Sheet (SDS) for each item shipped. Failure to comply with this procedure will be cause for immediate termination of the Contract for violation of safety procedures.

5.13 Project Personnel. Except as formally approved by the City, the key personnel identified in Contractor's bid or proposal shall be the individuals who will actually complete the work. Changes in staffing must be reported in writing and approved by the City.

5.13.1 Criminal Background Certification. Contractor certifies that all employees working on this Contract have had a criminal background check and that said employees are clear of any sexual and drug related convictions. Contractor further certifies that all employees hired by Contractor or a subcontractor shall be free from any felony convictions.

5.13.2 Photo Identification Badge. Contractor shall provide a company photo identification badge to any individual assigned by Contractor or subcontractor to perform services or deliver goods on City premises. Such badge must be worn at all times while on City premises. City reserves the right to require Contractor to pay fingerprinting fees for personnel assigned to work in sensitive areas. All employees shall turn in their photo identification badges to Contractor upon completion of services and prior to final payment of invoice.

5.14 Standards of Conduct. Contractor is responsible for maintaining standards of employee competence, conduct, courtesy, appearance, honesty, and integrity satisfactory to the City.

5.14.1 Supervision. Contractor shall provide adequate and competent supervision at all times during the Contract term. Contractor shall be readily available to meet with the City. Contractor shall provide the telephone numbers where its representative(s) can be reached.

5.14.2 City Premises. Contractor's employees and agents shall comply with all City rules and regulations while on City premises.

5.14.3 Removal of Employees. City may request Contractor immediately remove from assignment to the City any employee found unfit to perform duties at the City. Contractor shall comply with all such requests.

5.15 Licenses and Permits. Contractor shall, without additional expense to the City, be responsible for obtaining any necessary licenses, permits, certifications, accreditations, fees and approvals for complying with any federal, state, county, municipal, and other laws, codes, and regulations applicable to Contract performance. This includes, but is not limited to, any laws or regulations requiring the use of licensed contractors to perform parts of the work.

5.16 Contractor and Subcontractor Registration Requirements. Prior to the award of the Contract or Task Order, Contractor and Contractor's subcontractors and suppliers must register with the City's web-based vendor registration and bid management system. The City may not award the Contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified by the City, the City reserves the right to rescind the Contract award and to make the award to the next responsive and responsible proposer of bidder.

ARTICLE VI INTELLECTUAL PROPERTY RIGHTS

6.1 Rights in Data. If, in connection with the services performed under this Contract, Contractor or its employees, agents, or subcontractors, create artwork, audio recordings, blueprints, designs, diagrams, documentation, photographs, plans, reports, software, source code, specifications, surveys, system designs, video recordings, or any other original works of authorship, whether written or readable by machine (Deliverable Materials), all rights of Contractor or its subcontractors in the Deliverable Materials, including, but not limited to publication, and registration of copyrights, and trademarks in the Deliverable Materials, are the sole property of City. Contractor, including its employees, agents, and subcontractors, may not use any Deliverable Material for purposes unrelated to Contractor's work on behalf of the City without prior written consent of City. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City, without the prior written consent of the City.

6.2 Intellectual Property Rights Assignment. For no additional compensation, Contractor hereby assigns to City all of Contractor's rights, title, and interest in and to the content of the Deliverable Materials created by Contractor or its employees, agents, or subcontractors, including copyrights, in connection with the services performed under this Contract. Contractor

shall promptly execute and deliver, and shall cause its employees, agents, and subcontractors to promptly execute and deliver, upon request by the City or any of its successors or assigns at any time and without further compensation of any kind, any power of attorney, assignment, application for copyright, patent, trademark or other intellectual property right protection, or other papers or instruments which may be necessary or desirable to fully secure, perfect or otherwise protect to or for the City, its successors and assigns, all right, title and interest in and to the content of the Deliverable Materials. Contractor also shall cooperate and assist in the prosecution of any action or opposition proceeding involving such intellectual property rights and any adjudication of those rights.

6.3 Contractor Works. Contractor Works means tangible and intangible information and material that: (a) had already been conceived, invented, created, developed or acquired by Contractor prior to the effective date of this Contract; or (b) were conceived, invented, created, or developed by Contractor after the effective date of this Contract, but only to the extent such information and material do not constitute part or all of the Deliverable Materials called for in this Contract. All Contractor Works, and all modifications or derivatives of such Contractor Works, including all intellectual property rights in or pertaining to the same, shall be owned solely and exclusively by Contractor.

6.4 Subcontracting. In the event that Contractor utilizes a subcontractor(s) for any portion of the work that comprises the whole or part of the specified Deliverable Materials to the City, the agreement between Contractor and the subcontractor shall include a statement that identifies the Deliverable Materials as a “works for hire” as described in the United States Copyright Act of 1976, as amended, and that all intellectual property rights in the Deliverable Materials, whether arising in copyright, trademark, service mark or other forms of intellectual property rights, belong to and shall vest solely with the City. Further, the agreement between Contractor and its subcontractor shall require that the subcontractor, if necessary, shall grant, transfer, sell and assign, free of charge, exclusively to City, all titles, rights and interests in and to the Deliverable Materials, including all copyrights, trademarks and other intellectual property rights. City shall have the right to review any such agreement for compliance with this provision.

6.5 Intellectual Property Warranty and Indemnification. Contractor represents and warrants that any materials or deliverables, including all Deliverable Materials, provided under this Contract are either original, or not encumbered, and do not infringe upon the copyright, trademark, patent or other intellectual property rights of any third party, or are in the public domain. If Deliverable Materials provided hereunder become the subject of a claim, suit or allegation of copyright, trademark or patent infringement, City shall have the right, in its sole discretion, to require Contractor to produce, at Contractor’s own expense, new non-infringing materials, deliverables or works as a means of remedying any claim of infringement in addition to any other remedy available to the City under law or equity. Contractor further agrees to indemnify, defend, and hold harmless the City, its officers, employees and agents from and against any and all claims, actions, costs, judgments or damages, of any type, alleging or threatening that any Deliverable Materials, supplies, equipment, services or works provided under this contract infringe the copyright, trademark, patent or other intellectual property or

proprietary rights of any third party (Third Party Claim of Infringement). If a Third Party Claim of Infringement is threatened or made before Contractor receives payment under this Contract, City shall be entitled, upon written notice to Contractor, to withhold some or all of such payment.

6.6 Software Licensing. Contractor represents and warrants that the software, if any, as delivered to City, does not contain any program code, virus, worm, trap door, back door, time or clock that would erase data or programming or otherwise cause the software to become inoperable, inaccessible, or incapable of being used in accordance with its user manuals, either automatically, upon the occurrence of licensor-selected conditions or manually on command. Contractor further represents and warrants that all third party software, delivered to City or used by Contractor in the performance of the Contract, is fully licensed by the appropriate licensor.

6.7 Publication. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City without prior written consent from the City.

6.8 Royalties, Licenses, and Patents. Unless otherwise specified, Contractor shall pay all royalties, license, and patent fees associated with the goods that are the subject of this solicitation. Contractor warrants that the goods, materials, supplies, and equipment to be supplied do not infringe upon any patent, trademark, or copyright, and further agrees to defend any and all suits, actions and claims for infringement that are brought against the City, and to defend, indemnify and hold harmless the City, its elected officials, officers, and employees from all liability, loss and damages, whether general, exemplary or punitive, suffered as a result of any actual or claimed infringement asserted against the City, Contractor, or those furnishing goods, materials, supplies, or equipment to Contractor under the Contract.

ARTICLE VII INDEMNIFICATION AND INSURANCE

7.1 Indemnification. To the fullest extent permitted by law, Contractor shall defend (with legal counsel reasonably acceptable to City), indemnify, protect, and hold harmless City and its elected officials, officers, employees, agents, and representatives (Indemnified Parties) from and against any and all claims, losses, costs, damages, injuries (including, without limitation, injury to or death of an employee of Contractor or its subcontractors), expense, and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, and litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, any goods provided or performance of services under this Contract by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or anyone that either of them control. Contractor's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the sole negligence or willful misconduct of the Indemnified Parties.

7.2 Insurance. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by Contractor, his agents, representatives, employees or subcontractors.

Contractor shall provide, at a minimum, the following:

7.2.1 Commercial General Liability. Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

7.2.2 Commercial Automobile Liability. Insurance Services Office Form Number CA 0001 covering Code 1 (any auto) or, if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

7.2.3 Workers' Compensation. Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

7.2.4 Professional Liability (Errors and Omissions). For consultant contracts, insurance appropriate to Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

7.2.5 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

7.2.5.1 Additional Insured Status. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

7.2.5.2 Primary Coverage. For any claims related to this contract, Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

7.2.5.3 Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to City.

7.2.5.4 Waiver of Subrogation. Contractor hereby grants to City a waiver of any right to subrogation which the Workers' Compensation insurer of said Contractor may acquire against City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

7.2.5.5 Claims Made Policies (applicable only to professional liability). The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

7.3 Self Insured Retentions. Self-insured retentions must be declared to and approved by City. City may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

7.4 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VI, unless otherwise acceptable to City.

City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Approved Surplus Lines Insurers (LASLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

7.5 Verification of Coverage. Contractor shall furnish City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. City reserves the right

to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

7.6 Special Risks or Circumstances. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

7.7 Additional Insurance. Contractor may obtain additional insurance not required by this Contract.

7.8 Excess Insurance. All policies providing excess coverage to City shall follow the form of the primary policy or policies including but not limited to all endorsements.

7.9 Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format at least as broad as the CG 20 38 04 13 endorsement.

ARTICLE VIII BONDS

8.1 Payment and Performance Bond. Prior to the execution of this Contract, City may require Contractor to post a payment and performance bond (Bond). The Bond shall guarantee Contractor's faithful performance of this Contract and assure payment to contractors, subcontractors, and to persons furnishing goods and/or services under this Contract.

8.1.1 Bond Amount. The Bond shall be in a sum equal to twenty-five percent (25%) of the Contract amount, unless otherwise stated in the Specifications. City may file a claim against the Bond if Contractor fails or refuses to fulfill the terms and provisions of the Contract.

8.1.2 Bond Term. The Bond shall remain in full force and effect at least until complete performance of this Contract and payment of all claims for materials and labor, at which time it will convert to a ten percent (10%) warranty bond, which shall remain in place until the end of the warranty periods set forth in this Contract. The Bond shall be renewed annually, at least sixty (60) days in advance of its expiration, and Contractor shall provide timely proof of annual renewal to City.

8.1.3 Bond Surety. The Bond must be furnished by a company authorized by the State of California Department of Insurance to transact surety business in the State of California and which has a current A.M. Best rating of at least "A-, VIII."

8.1.4 Non-Renewal or Cancellation. The Bond must provide that City and Contractor shall be provided with sixty (60) days' advance written notice in the event of non-renewal, cancellation, or material change to its terms. In the event of non-renewal, cancellation, or

material change to the Bond terms, Contractor shall provide City with evidence of the new source of surety within twenty-one (21) calendar days after the date of the notice of non-renewal, cancellation, or material change. Failure to maintain the Bond, as required herein, in full force and effect as required under this Contract, will be a material breach of the Contract subject to termination of the Contract.

8.2 Alternate Security. City may, at its sole discretion, accept alternate security in the form of an endorsed certificate of deposit, a money order, a certified check drawn on a solvent bank, or other security acceptable to the Purchasing Agent in an amount equal to the required Bond.

ARTICLE IX CITY-MANDATED CLAUSES AND REQUIREMENTS

9.1 Contractor Certification of Compliance. By signing this Contract, Contractor certifies that Contractor is aware of, and will comply with, these City-mandated clauses throughout the duration of the Contract.

9.1.1 Drug-Free Workplace Certification. Contractor shall comply with City's Drug-Free Workplace requirements set forth in Council Policy 100-17, which is incorporated into the Contract by this reference.

9.1.2 Contractor Certification for Americans with Disabilities Act (ADA) and State Access Laws and Regulations: Contractor shall comply with all accessibility requirements under the ADA and under Title 24 of the California Code of Regulations (Title 24). When a conflict exists between the ADA and Title 24, Contractor shall comply with the most restrictive requirement (i.e., that which provides the most access). Contractor also shall comply with the City's ADA Compliance/City Contractors requirements as set forth in Council Policy 100-04, which is incorporated into this Contract by reference. Contractor warrants and certifies compliance with all federal and state access laws and regulations and further certifies that any subcontract agreement for this contract contains language which indicates the subcontractor's agreement to abide by the provisions of the City's Council Policy and any applicable access laws and regulations.

9.1.3 Non-Discrimination Requirements.

9.1.3.1 Compliance with City's Equal Opportunity Contracting Program (EOCP). Contractor shall comply with City's EOCP Requirements. Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Prime Contractors shall ensure that their subcontractors comply with this program. Nothing in this Section shall be interpreted to hold a Prime Contractor liable for any discriminatory practice of its subcontractors.

9.1.3.2 Non-Discrimination Ordinance. Contractor shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of

subcontractors, vendors or suppliers. Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in Contract termination, debarment, or other sanctions. Contractor shall ensure that this language is included in contracts between Contractor and any subcontractors, vendors and suppliers.

9.1.3.3 Compliance Investigations. Upon City's request, Contractor agrees to provide to City, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by Contractor for each subcontract or supply contract. Contractor further agrees to fully cooperate in any investigation conducted by City pursuant to City's Nondiscrimination in Contracting Ordinance. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

9.1.4 Equal Benefits Ordinance Certification. Unless an exception applies, Contractor shall comply with the Equal Benefits Ordinance (EBO) codified in the San Diego Municipal Code (SDMC). Failure to maintain equal benefits is a material breach of the Contract.

9.1.5 Contractor Standards. Contractor shall comply with Contractor Standards provisions codified in the SDMC. Contractor understands and agrees that violation of Contractor Standards may be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

9.1.6 Noise Abatement. Contractor shall operate, conduct, or construct without violating the City's Noise Abatement Ordinance codified in the SDMC.

9.1.7 Storm Water Pollution Prevention Program. Contractor shall comply with the City's Storm Water Management and Discharge Control provisions codified in Division 3 of Chapter 4 of the SDMC, as may be amended, and any and all applicable Best Management Practice guidelines and pollution elimination requirements in performing or delivering services at City owned, leased, or managed property, or in performance of services and activities on behalf of City regardless of location.

Contractor shall comply with the City's Jurisdictional Urban Runoff Management Plan encompassing Citywide programs and activities designed to prevent and reduce storm water pollution within City boundaries as adopted by the City Council on January 22, 2008, via Resolution No. 303351, as may be amended.

Contractor shall comply with each City facility or work site's Storm Water Pollution Prevention Plan, as applicable, and institute all controls needed while completing the services to minimize any negative impact to the storm water collection system and environment.

9.1.8 Service Worker Retention Ordinance. If applicable, Contractor shall comply with the Service Worker Retention Ordinance (SWRO) codified in the SDMC.

9.1.9 Product Endorsement. Contractor shall comply with Council Policy 000-41 concerning product endorsement which requires that any advertisement referring to City as a user of a good or service will require the prior written approval of the Mayor.

9.1.10 Business Tax Certificate. Unless the City Treasurer determines in writing that a contractor is exempt from the payment of business tax, any contractor doing business with the City of San Diego is required to obtain a Business Tax Certificate (BTC) and to provide a copy of its BTC to the City before a Contract is executed.

9.1.11 Equal Pay Ordinance. Unless an exception applies, Contractor shall comply with the Equal Pay Ordinance codified in San Diego Municipal Code sections 22.4801 through 22.4809. Contractor shall certify in writing that it will comply with the requirements of the Equal Pay Ordinance throughout the duration of the Contract.

9.1.11.1 Contractor and Subcontract Requirement. The Equal Pay Ordinance applies to any subcontractor who performs work on behalf of a Contractor to the same extent as it would apply to that Contractor. Contractor shall require subcontractors performing work for contractor under their contract with the City to certify compliance with the Equal Pay Ordinance in their written subcontracts.

9.1.11.2 Notice Requirement. Contractor must post a notice informing its employees of their rights under the Equal Pay Ordinance in their workplace or job site.

ARTICLE X CONFLICT OF INTEREST AND VIOLATIONS OF LAW

10.1 Conflict of Interest Laws. Contractor is subject to all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices including, but not limited to, California Government Code sections 1090, *et. seq.* and 81000, *et. seq.*, and the Ethics Ordinance, codified in the SDMC. City may determine that Contractor must complete one or more statements of economic interest disclosing relevant financial interests. Upon City's request, Contractor shall submit the necessary documents to City.

10.2 Contractor's Responsibility for Employees and Agents. Contractor is required to establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business or other relationships.

10.3 Contractor's Financial or Organizational Interests. In connection with any task, Contractor shall not recommend or specify any product, supplier, or contractor with whom

Contractor has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.

10.4 Certification of Non-Collusion. Contractor certifies that: (1) Contractor's bid or proposal was not made in the interest of or on behalf of any person, firm, or corporation not identified; (2) Contractor did not directly or indirectly induce or solicit any other bidder or proposer to put in a sham bid or proposal; (3) Contractor did not directly or indirectly induce or solicit any other person, firm or corporation to refrain from bidding; and (4) Contractor did not seek by collusion to secure any advantage over the other bidders or proposers.

10.5 Hiring City Employees. This Contract shall be unilaterally and immediately terminated by City if Contractor employs an individual who within the twelve (12) months immediately preceding such employment did in his/her capacity as a City officer or employee participate in negotiations with or otherwise have an influence on the selection of Contractor.

ARTICLE XI DISPUTE RESOLUTION

11.1 Mediation. If a dispute arises out of or relates to this Contract and cannot be settled through normal contract negotiations, Contractor and City shall use mandatory non-binding mediation before having recourse in a court of law.

11.2 Selection of Mediator. A single mediator that is acceptable to both parties shall be used to mediate the dispute. The mediator will be knowledgeable in the subject matter of this Contract, if possible.

11.3 Expenses. The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties, unless they agree otherwise.

11.4 Conduct of Mediation Sessions. Mediation hearings will be conducted in an informal manner and discovery will not be allowed. The discussions, statements, writings and admissions will be confidential to the proceedings (pursuant to California Evidence Code sections 1115 through 1128) and will not be used for any other purpose unless otherwise agreed by the parties in writing. The parties may agree to exchange any information they deem necessary. Both parties shall have a representative attend the mediation who is authorized to settle the dispute, though City's recommendation of settlement may be subject to the approval of the Mayor and City Council. Either party may have attorneys, witnesses or experts present.

11.5 Mediation Results. Any agreements resulting from mediation shall be memorialized in writing. The results of the mediation shall not be final or binding unless otherwise agreed to in writing by the parties. Mediators shall not be subject to any subpoena or liability, and their actions shall not be subject to discovery.

ARTICLE XII MANDATORY ASSISTANCE

12.1 Mandatory Assistance. If a third party dispute or litigation, or both, arises out of, or relates in any way to the services provided to the City under a Contract, Contractor, its agents, officers, and employees agree to assist in resolving the dispute or litigation upon City's request. Contractor's assistance includes, but is not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation.

12.2 Compensation for Mandatory Assistance. City will compensate Contractor for fees incurred for providing Mandatory Assistance. If, however, the fees incurred for the Mandatory Assistance are determined, through resolution of the third party dispute or litigation, or both, to be attributable in whole, or in part, to the acts or omissions of Contractor, its agents, officers, and employees, Contractor shall reimburse City for all fees paid to Contractor, its agents, officers, and employees for Mandatory Assistance.

12.3 Attorneys' Fees Related to Mandatory Assistance. In providing City with dispute or litigation assistance, Contractor or its agents, officers, and employees may incur expenses and/or costs. Contractor agrees that any attorney fees it may incur as a result of assistance provided under Section 12.2 are not reimbursable.

ARTICLE XIII MISCELLANEOUS

13.1 Headings. All headings are for convenience only and shall not affect the interpretation of this Contract.

13.2 Non-Assignment. Contractor may not assign the obligations under this Contract, whether by express assignment or by sale of the company, nor any monies due or to become due under this Contract, without City's prior written approval. Any assignment in violation of this paragraph shall constitute a default and is grounds for termination of this Contract at the City's sole discretion. In no event shall any putative assignment create a contractual relationship between City and any putative assignee.

13.3 Independent Contractors. Contractor and any subcontractors employed by Contractor are independent contractors and not agents of City. Any provisions of this Contract that may appear to give City any right to direct Contractor concerning the details of performing or providing the goods and/or services, or to exercise any control over performance of the Contract, shall mean only that Contractor shall follow the direction of City concerning the end results of the performance.

13.4 Subcontractors. All persons assigned to perform any work related to this Contract, including any subcontractors, are deemed to be employees of Contractor, and Contractor shall be directly responsible for their work.

13.5 Covenants and Conditions. All provisions of this Contract expressed as either covenants or conditions on the part of City or Contractor shall be deemed to be both covenants and conditions.

13.6 Compliance with Controlling Law. Contractor shall comply with all applicable local, state, and federal laws, regulations, and policies. Contractor's act or omission in violation of applicable local, state, and federal laws, regulations, and policies is grounds for contract termination. In addition to all other remedies or damages allowed by law, Contractor is liable to City for all damages, including costs for substitute performance, sustained as a result of the violation. In addition, Contractor may be subject to suspension, debarment, or both.

13.7 Governing Law. The Contract shall be deemed to be made under, construed in accordance with, and governed by the laws of the State of California without regard to the conflicts or choice of law provisions thereof.

13.8 Venue. The venue for any suit concerning solicitations or the Contract, the interpretation of application of any of its terms and conditions, or any related disputes shall be in the County of San Diego, State of California.

13.9 Successors in Interest. This Contract and all rights and obligations created by this Contract shall be in force and effect whether or not any parties to the Contract have been succeeded by another entity, and all rights and obligations created by this Contract shall be vested and binding on any party's successor in interest.

13.10 No Waiver. No failure of either City or Contractor to insist upon the strict performance by the other of any covenant, term or condition of this Contract, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Contract, shall constitute a waiver of any such breach of such covenant, term or condition. No waiver of any breach shall affect or alter this Contract, and each and every covenant, condition, and term hereof shall continue in full force and effect without respect to any existing or subsequent breach.

13.11 Severability. The unenforceability, invalidity, or illegality of any provision of this Contract shall not render any other provision of this Contract unenforceable, invalid, or illegal.

13.12 Drafting Ambiguities. The parties acknowledge that they have the right to be advised by legal counsel with respect to the negotiations, terms and conditions of this Contract, and the decision of whether to seek advice of legal counsel with respect to this Contract is the sole responsibility of each party. This Contract shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Contract.

13.13 Amendments. Neither this Contract nor any provision hereof may be changed, modified, amended or waived except by a written agreement executed by duly authorized representatives of City and Contractor. Any alleged oral amendments have no force or effect. The Purchasing Agent must sign all Contract amendments.

13.14 Conflicts Between Terms. If this Contract conflicts with an applicable local, state, or federal law, regulation, or court order, applicable local, state, or federal law, regulation, or court order shall control. Varying degrees of stringency among the main body of this Contract, the exhibits or attachments, and laws, regulations, or orders are not deemed conflicts, and the most stringent requirement shall control. Each party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Contract.

13.15 Survival of Obligations. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with this Contract, as well as all continuing obligations indicated in this Contract, shall survive, completion and acceptance of performance and termination, expiration or completion of the Contract.

13.16 Confidentiality of Services. All services performed by Contractor, and any sub-contractor(s) if applicable, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by Contractor, are for the sole use of City, its agents, and employees. Neither the documents nor their contents shall be released by Contractor or any subcontractor to any third party without the prior written consent of City. This provision does not apply to information that: (1) was publicly known, or otherwise known to Contractor, at the time it was disclosed to Contractor by City; (2) subsequently becomes publicly known through no act or omission of Contractor; or (3) otherwise becomes known to Contractor other than through disclosure by City.

13.17 Insolvency. If Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the Contract, written notification of the bankruptcy to the Purchasing Agent and the Contract Administrator responsible for administering the Contract. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of City contract numbers and contracting offices for all City contracts against which final payment has not been made. This obligation remains in effect until final payment is made under this Contract.

13.18 No Third Party Beneficiaries. Except as may be specifically set forth in this Contract, none of the provisions of this Contract are intended to benefit any third party not specifically referenced herein. No party other than City and Contractor shall have the right to enforce any of the provisions of this Contract.

13.19 Actions of City in its Governmental Capacity. Nothing in this Contract shall be interpreted as limiting the rights and obligations of City in its governmental or regulatory capacity.

EXHIBIT D

WAGE REQUIREMENTS: SERVICE AND MAINTENANCE CONTRACTS EXECUTED ON OR AFTER JANUARY 1, 2015

By signing this Contract, Bidder certifies that he or she is aware of the wage provisions described herein and shall comply with such provisions before commencing services.

A. PREVAILING WAGES. Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this Contract is subject to State prevailing wage laws. For construction work performed under this Contract cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under this Contract cumulatively exceeding \$15,000, Bidder and its subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below. This requirement is in addition to the requirement to pay Living Wage pursuant to San Diego Municipal Code Chapter 2, Article 2, Division 42. Bidder must determine which per diem rate is highest for each classification of work (i.e. Prevailing Wage Rate or Living Wage Rate), and pay the highest of the two rates to their employees. Living Wage applies to workers who are not subject to Prevailing Wage Rates.

1. Compliance with Prevailing Wage Requirements. Pursuant to sections 1720 through 1861 of the California Labor Code, Bidder and its subcontractors shall ensure that all workers who perform work under this Contract are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

1.1. Copies of such prevailing rate of per diem wages are on file at the City of San Diego's Equal Opportunity Contracting Department and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Bidder and its subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.

1.2. The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Contract. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Contract in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Contract, each successive predetermined wage rate shall apply to this Contract on the date following the expiration date

of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Contract, such wage rate shall apply to the balance of the Contract.

2. Penalties for Violations. Bidder and its subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed. This shall be in addition to any other applicable penalties allowed under Labor Code sections 1720 – 1861.

3. Payroll Records. Bidder and its subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Bidder shall require its subcontractors to also comply with section 1776. Bidder and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Bidder is responsible for ensuring its subcontractors submit certified payroll records to the City. Bidder and its subcontractors shall also furnish the records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required in Labor Code section 1771.4.

4. Apprentices. Bidder and its subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. Bidder shall be held responsible for their compliance as well as the compliance of their subcontractors with sections 1777.5, 1777.6 and 1777.7.

5. Working Hours. Bidder and its subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on design professionals and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.

6. Required Provisions for Subcontracts. Bidder shall include at a minimum a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.

7. Labor Code Section 1861 Certification. Bidder in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Contract, Bidder certifies that "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."

8. Labor Compliance Program. The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when

payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego's Equal Opportunity Contracting Department at 619-236-6000.

9. Contractor and Subcontractor Registration Requirements. This project is subject to compliance monitoring and enforcement by the DIR. A Bidder or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or enter into any contract for public work, as defined in this chapter of the Labor Code unless currently registered and qualified to perform the work pursuant to Section 1725.5. In accordance with Labor Code section 1771.1(a), "[i]t is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded."

9.1. A Bidder's inadvertent error in listing a subcontractor who is not registered pursuant to Labor Code section 1725.5 in a response to a solicitation shall not be grounds for filing a bid protest or grounds for considering the bid non-responsive provided that any of the following apply: (1) the subcontractor is registered prior to bid opening; (2) within twenty-four hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5; or (3) the subcontractor is replaced by another registered contractor pursuant to Public Contract Code section 4107.

9.2. A Contract entered into with any Bidder or subcontractor in violation of Labor Code section 1771.1(a) shall be subject to cancellation, provided that a Contract for public work shall not be unlawful, void, or voidable solely due to the failure of the awarding body, Bidder, or any subcontractor to comply with the requirements of section 1725.5 of this section.

9.3. By submitting a bid or proposal to the City, Bidder is certifying that he or she has verified that all subcontractors used on this public works project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Bidder shall provide proof of registration for themselves and all listed subcontractors to the City at the time of bid or proposal due date or upon request.

10. Stop Order. For Bidder or its subcontractor(s) engaging in the performance of any public work contract without having been registered in violation of Labor Code sections 1725.5 or 1771.1, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered Bidder or unregistered subcontractor(s) on ALL public works until the unregistered Bidder or unregistered subcontractor(s) is registered. Failure to observe a stop order is a misdemeanor.

11. List of all Subcontractors. The City may ask Bidder for the most current list of subcontractors (regardless of tier), along with their DIR registration numbers,

utilized on this contract at any time during performance of this contract, and Bidder shall provide the list within ten (10) working days of the City's request. Additionally, Bidder shall provide the City with a complete list of all subcontractors utilized on this contract (regardless of tier), within ten working days of the completion of the contract, along with their DIR registration numbers. The City shall withhold final payment to Bidder until at least 30 days after this information is provided to the City.

12. Exemptions for Small Projects. There are limited exemptions for installation, alteration, demolition, or repair work done on projects of \$25,000 or less. The Bidder shall still comply with Labor Code sections 1720 et. seq. The only recognized exemptions are listed below:

12.1. Registration. The Bidder will not be required to register with the DIR for small projects. (Labor Code section 1771.1).

12.2. Certified Payroll Records. The records required in Labor Code section 1776 shall be required to be kept and submitted to the City of San Diego, but will not be required to be submitted online with the DIR directly. The Bidder will need to keep those records for at least three years following the completion of the contract. (Labor Code section 1771.4).

12.3. List of all Subcontractors. The Bidder shall not be required to hire only registered subcontractors and is exempt from submitting the list of all subcontractors that is required in section 11 above. (Labor Code section 1773.3).

B. Living Wages. This Contract is subject to the City's Living Wage Ordinance (LWO), codified in San Diego Municipal Code Chapter 2, Article 2, Division 42. Bidder agrees to require all of its subcontractors, sublessees, and concessionaires subject to the LWO to comply with the LWO and all applicable regulations and rules.

1. Payment of Living Wages. Pursuant to San Diego Municipal Code section 22.4220(a), Bidder and its subcontractors shall ensure that all workers who perform work under this Contract are paid not less than the required minimum hourly wage rates and health benefits rate unless an exemption applies.

1.1 Copies of such living wage rates are available on the City website at <https://www.sandiego.gov/purchasing/programs/livingwage/>. Bidder and its subcontractors shall post a notice informing workers of their rights at each job site or a site frequently accessed by covered employees in a prominent and accessible place in accordance with San Diego Municipal Code section 22.4225(e).

1.2 LWO wage and health benefit rates are adjusted annually in accordance with San Diego Municipal Code section 22.4220(b) to reflect the Consumer Price Index. Service contracts, financial assistance agreements, and City facilities agreements must include this upward adjustment of wage rates to covered employees on July 1 of each year.

2. Compensated Leave. Pursuant to San Diego Municipal Code section 22.4220(c), Bidder and its subcontractors shall provide a minimum of eighty (80)

hours per year of compensated leave. Part-time employees must accrue compensated leave at a rate proportional to full-time employees.

3. Uncompensated Leave. Bidder and its subcontractors must also permit workers to take a minimum of eighty (80) hours of uncompensated leave per year to be used for the illness of the worker or a member of his or her immediate family when the worker has exhausted all accrued compensated leave.

4. Enforcement and Remedies. City will take any one or more of the actions listed in San Diego Municipal Code section 22.4230 should Bidder or its subcontractors are found to be in violation of any of the provisions of the LWO.

5. Payroll Records. Bidder and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Bidder is responsible for ensuring its subcontractors submit certified payroll records to the City.

5.1 For contracts subject to both living wage and prevailing wage requirements, only one submittal will be required. Submittals by a Bidder and all subcontractors must comply with both ordinance requirements.

6. Certification of Compliance. San Diego Municipal Code section 22.4225 requires each Bidder to fill out and file a living wage certification with the Living Wage Program Manager within thirty (30) days of Award of the Contract.

7. Annual Compliance Report. Bidder and its subcontractors must file an annual report documenting compliance with the LWO pursuant to San Diego Municipal Code section 22.4225(d). Records documenting compliance must be maintained for a minimum of three (3) years after the City's final payment on the service contract or agreement.

8. Exemption from Living Wage Ordinance. Pursuant to San Diego Municipal Code section 22.4215, this Contract may be exempt from the LWO. For a determination on this exemption, Bidder must complete the Living Wage Ordinance Application for Exemption.

C. Highest Wage Rate Applies. Bidder is required to pay the highest applicable wage rate where more than one wage rate applies.

AA. CONTRACTORS CERTIFICATION OF PENDING ACTIONS

As part of this Contract, the Contractor must provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Contractor in a legal or administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

CHECK ONE BOX ONLY.

- The undersigned certifies that within the past 10 years the Contractor has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers.
- The undersigned certifies that within the past 10 years the Contractor has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/ REMEDIAL ACTION TAKEN

Contractor Name: Treebeard Landscape

Certified By Diana Patterson Title General Manager
Name

Diana Patterson Date October 28, 2019
Signature

EQUAL OPPORTUNITY CONTRACTING (EOC)
1200 Third Avenue, Suite 200 • San Diego, CA 92101
Phone: (619) 236-6000 • Fax: (619) 236-5904

BB. WORK FORCE REPORT

The objective of the Equal Employment Opportunity Outreach Program, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report (WFR)*.

**NO OTHER FORMS WILL BE ACCEPTED
CONTRACTOR IDENTIFICATION**

Type of Contractor: Construction Vendor/Supplier Financial Institution Lessee/Lessor
 Consultant Grant Recipient Insurance Company Other

Name of Company: Treebeard Landscape

ADA/DBA: _____

Address (Corporate Headquarters, where applicable): 9917 Campo Rd.

City: Spring Valley County: San Diego State: California Zip: 91977

Telephone Number: 619-697-8302 Fax Number: 619-697-0820

Name of Company CEO: Tim Hillman

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):
Address: _____

City: _____ County: _____ State: _____ Zip: _____

Telephone Number: _____ Fax Number: _____ Email: _____

Type of Business: Landscape Contractor Type of License: C27

The Company has appointed: Diana Patterson

As its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: 9917 Campo Rd. Spring Valley, CA 91979

Telephone Number: 619-697-8302 Fax Number: 619-697-0820 Email: info@treebeardlandscape.com

- One San Diego County (or Most Local County) Work Force - Mandatory
 Branch Work Force *
 Managing Office Work Force

Check the box above that applies to this WFR.

*Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.

I, the undersigned representative of Treebeard Landscape
(Firm Name)

San Diego, California hereby certify that information provided
(County) (State)

herein is true and correct. This document was executed on this 28th day of October, 2019

Diana Patterson
(Authorized Signature)

Diana Patterson
(Print Authorized Signature Name)

NAME OF FIRM: Treebeard Landscape

DATE: 10/28/19

OFFICE(S) or BRANCH(ES): 9917 Campo Rd, Spring Valley, CA 91979

COUNTY: San Diego

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black or African-American
- (2) Hispanic or Latino
- (3) Asian
- (4) American Indian or Alaska Native
- (5) Native Hawaiian or Pacific Islander
- (6) White
- (7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial			2								2			
Professional														
A&E, Science, Computer														
Technical														
Sales			3											
Administrative Support				2										
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

*Construction laborers and other field employees are not to be included on this page

Totals Each Column			5	2							2			
--------------------	--	--	---	---	--	--	--	--	--	--	---	--	--	--

Grand Total All Employees 9

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

NAME OF FIRM: Treebeard Landscape

DATE: 10/28/19

OFFICE(S) or BRANCH(ES): 9917 Campo Rd. Spring Valley, CA 91979

COUNTY: San Diego

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black or African-American
- (2) Hispanic or Latino
- (3) Asian
- (4) American Indian or Alaska Native
- (5) Native Hawaiian or Pacific Islander
- (6) White
- (7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

TRADE OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Brick, Block or Stone Masons														
Carpenters														
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers														
Drywall Installers, Ceiling Tile Inst														
Electricians														
Elevator Installers														
First-Line Supervisors/Managers														
Glaziers														
Helpers; Construction Trade														
Millwrights														
Misc. Const. Equipment Operators														
Painters, Const. & Maintenance														
Pipelayers, Plumbers, Pipe & Steam Fitters														
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers														
Sheet Metal Workers														
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers														
Workers, Extractive Crafts, Miners			140											

Totals Each Column			140											
--------------------	--	--	-----	--	--	--	--	--	--	--	--	--	--	--

Grand Total All Employees

Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled			140											
----------	--	--	-----	--	--	--	--	--	--	--	--	--	--	--

Work Force Report

HISTORY

The Work Force Report (WFR) is the document that allows the City of San Diego to analyze the work forces of all firms wishing to do business with the City. We are able to compare the firm's work force data to County Labor Force Availability (CLFA) data derived from the United States Census. CLFA data is a compilation of lists of occupations and includes the percentage of each ethnicity we track (American Indian or Alaska Native, Asian, Black or African-American, Native Hawaiian or Pacific Islander, White, and Other) for each occupation. Currently, our CLFA data is taken from the 2010 Census. In order to compare one firm to another, it is important that the data we receive from the consultant firm is accurate and organized in the manner that allows for this fair comparison.

WORK FORCE & BRANCH WORK FORCE REPORTS

When submitting a WFR, especially if the WFR is for a specific project or activity, we would like to have information about the firm's work force that is actually participating in the project or activity. That is, if the project is in San Diego and the work force is from San Diego, we want a San Diego County Work Force Report¹. By the same token, if the project is in San Diego, but the work force is from another county, such as Orange or Riverside County, we want a Work Force Report from that county². If participation in a San Diego project is by work forces from San Diego County and, for example, from Los Angeles County and from Sacramento County, we ask for separate Work Force Reports representing your firm from each of the three counties.

MANAGING OFFICE WORK FORCE

Equal Opportunity Contracting may occasionally ask for a Managing Office Work Force (MOWF) Report. This may occur in an instance where the firm involved is a large national or international firm but the San Diego or other local work force is very small. In this case, we may ask for both a local and a MOWF Report^{1, 3}. In another case, when work is done only by the Managing Office, only the MOWF Report may be necessary.³

TYPES OF WORK FORCE REPORTS

Please note, throughout the preceding text of this page, the superscript numbers one ¹, two ² & three ³. These numbers coincide with the types of work force report required in the example. See below:

- ¹ One San Diego County (or Most Local County) Work Force – Mandatory in most cases
- ² Branch Work Force *
- ³ Managing Office Work Force

**Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

RACE/ETHNICITY CATEGORIES

American Indian or Alaska Native – A person having origins in any of the peoples of North and South America (including Central America) and who maintains tribal affiliation or community attachment.

Asian – A person having origins in any of the peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

Black or African American – A person having origins in any of the Black racial groups of Africa.

Native Hawaiian or Pacific Islander – A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

White – A person having origins in any of the peoples of Europe, the Middle East, or North Africa.

Hispanic or Latino – A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin.

Exhibit A: Work Force Report Job Categories – Administration

Refer to this table when completing your firm's Work Force Report form(s).

Management & Financial

Advertising, Marketing, Promotions, Public Relations, and Sales Managers
Business Operations Specialists
Financial Specialists
Operations Specialties Managers
Other Management Occupations
Top Executives

Professional

Art and Design Workers
Counselors, Social Workers, and Other Community and Social Service Specialists
Entertainers and Performers, Sports and Related Workers
Health Diagnosing and Treating Practitioners
Lawyers, Judges, and Related Workers
Librarians, Curators, and Archivists
Life Scientists
Media and Communication Workers
Other Teachers and Instructors
Postsecondary Teachers
Primary, Secondary, and Special Education School Teachers
Religious Workers
Social Scientists and Related Workers

Architecture & Engineering, Science, Computer

Architects, Surveyors, and Cartographers
Computer Specialists
Engineers
Mathematical Science Occupations
Physical Scientists

Technical

Drafters, Engineering, and Mapping Technicians
Health Technologists and Technicians
Life, Physical, and Social Science Technicians
Media and Communication Equipment Workers

Sales

Other Sales and Related Workers
Retail Sales Workers
Sales Representatives, Services
Sales Representatives, Wholesale and Manufacturing
Supervisors, Sales Workers

Administrative Support

Financial Clerks
Information and Record Clerks
Legal Support Workers

Material Recording, Scheduling, Dispatching, and Distributing Workers
Other Education, Training, and Library Occupations
Other Office and Administrative Support Workers
Secretaries and Administrative Assistants
Supervisors, Office and Administrative Support Workers

Services

Building Cleaning and Pest Control Workers
Cooks and Food Preparation Workers
Entertainment Attendants and Related Workers
Fire Fighting and Prevention Workers
First-Line Supervisors/Managers, Protective Service Workers
Food and Beverage Serving Workers
Funeral Service Workers
Law Enforcement Workers
Nursing, Psychiatric, and Home Health Aides
Occupational and Physical Therapist Assistants and Aides
Other Food Preparation and Serving Related Workers
Other Healthcare Support Occupations
Other Personal Care and Service Workers
Other Protective Service Workers
Personal Appearance Workers
Supervisors, Food Preparation and Serving Workers
Supervisors, Personal Care and Service Workers
Transportation, Tourism, and Lodging Attendants

Crafts

Construction Trades Workers
Electrical and Electronic Equipment Mechanics, Installers, and Repairers
Extraction Workers
Material Moving Workers
Other Construction and Related Workers
Other Installation, Maintenance, and Repair Occupations
Plant and System Operators
Supervisors of Installation, Maintenance, and Repair Workers
Supervisors, Construction and Extraction Workers
Vehicle and Mobile Equipment Mechanics,

Installers, and Repairers
Woodworkers

Operative Workers

Assemblers and Fabricators
Communications Equipment Operators
Food Processing Workers
Metal Workers and Plastic Workers
Motor Vehicle Operators
Other Production Occupations
Printing Workers
Supervisors, Production Workers
Textile, Apparel, and Furnishings Workers

Transportation

Air Transportation Workers
Other Transportation Workers
Rail Transportation Workers
Supervisors, Transportation and Material
Moving Workers
Water Transportation Workers

Laborers

Agricultural Workers
Animal Care and Service Workers
Fishing and Hunting Workers
Forest, Conservation, and Logging Workers
Grounds Maintenance Workers
Helpers, Construction Trades
Supervisors, Building and Grounds Cleaning
and Maintenance Workers
Supervisors, Farming, Fishing, and Forestry
Workers

Exhibit B: Work Force Report Job Categories--Trade

Brick, Block or Stone Masons
Brickmasons and Blockmasons
Stonemasons

Carpenters

Carpet, floor and Tile Installers and Finishers
Carpet Installers
Floor Layers, except Carpet, Wood and Hard
Tiles
Floor Sanders and Finishers
Tile and Marble Setters

Cement Masons, Concrete Finishers
Cement Masons and Concrete Finishers
Terrazzo Workers and Finishers

Construction Laborers

Drywall Installers, Ceiling Tile Inst
Drywall and Ceiling Tile Installers
Tapers

Electricians

Elevator Installers and Repairers

First-Line Supervisors/Managers
First-line Supervisors/Managers of
Construction Trades and Extraction Workers

Glaziers

Helpers, Construction Trade

Brickmasons, Blockmasons, and Tile and
Marble Setters
Carpenters
Electricians
Painters, Paperhangers, Plasterers and Stucco
Pipelayers, Plumbers, Pipefitters and
Steamfitters
Roofers
All other Construction Trades

Millwrights

Heating, Air Conditioning and Refrigeration
Mechanics and Installers
Mechanical Door Repairers
Control and Valve Installers and Repairers
Other Installation, Maintenance and Repair
Occupations

Misc. Const. Equipment Operators

Paving, Surfacing and Tamping Equipment
Operators
Pile-Driver Operators
Operating Engineers and Other Construction
Equipment Operators

Painters, Const. Maintenance

Painters, Construction and Maintenance
Paperhangers

Pipelayers and Plumbers

Pipelayers
Plumbers, Pipefitters and Steamfitters

Plasterers and Stucco Masons**Roofers****Security Guards & Surveillance Officers****Sheet Metal Workers****Structural Iron and Steel Workers****Welding, Soldering and Brazing Workers**

Welders, Cutter, Solderers and Brazers
Welding, Soldering and Brazing Machine
Setter, Operators and Tenders

Workers, Extractive Crafts, Miners

**City of San Diego
CONTRACTOR STANDARDS
Pledge of Compliance**

The City of San Diego has adopted a Contractor Standards Ordinance (CSO) codified in section 22.3004 of the San Diego Municipal Code (SDMC). The City of San Diego uses the criteria set forth in the CSO to determine whether a contractor (bidder or proposer) has the capacity to fully perform the contract requirements and the business integrity to justify the award of public funds. This completed Pledge of Compliance signed under penalty of perjury must be submitted with each bid and proposal. If an informal solicitation process is used, the bidder must submit this completed Pledge of Compliance to the City prior to execution of the contract. All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, Contractors must provide responses on Attachment A to the Pledge of Compliance and sign each page. Failure to submit a signed and completed Pledge of Compliance may render a bid or proposal non-responsive. In the case of an informal solicitation or cooperative procurement, the contract will not be awarded unless a signed and completed Pledge of Compliance is submitted. A submitted Pledge of Compliance is a public record and information contained within will be available for public review except to the extent that such information is exempt from disclosure pursuant to applicable law.

By signing and submitting this form, the contractor is certifying, to the best of their knowledge, that the contractor and any of its Principals have not within a five (5) year period – preceding this offer, been convicted of or had a civil judgement rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) contract or subcontract.

"Principal" means an officer, director, owner, partner or a person having primary management or supervisory responsibilities within the firm. The Contractor shall provide immediate written notice to the Procurement Contracting Officer handling the solicitation, at any time prior to award should they learn that this Representations and Certifications was inaccurate or incomplete.

This form contains 10 pages, additional information may be submitted as part of *Attachment A*.

A. BID/PROPOSAL/SOLICITATION TITLE:

Landscape Maintenance for Public Utilities Department, Water Systems Operation

Bid No. 10089516-20-J

B. BIDDER/PROPOSER INFORMATION:

Treeboard Landscape			
Legal Name 9917 Campo Rd.	Spring Valley	DBA CA	91979
Street Address Diana Patterson General Manager	City 619-697-8302	State 619-697-0820	Zip
Contact Person, Title	Phone	Fax	

Provide the name, identity, and precise nature of the interest* of all persons who are directly or indirectly involved** in this proposed transaction (SDMC § 21.0103). Use additional pages if necessary.

* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
- the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
- any philanthropic, scientific, artistic, or property interest in the transaction.

** Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
- directing or supervising the actions of persons engaged in the above activity.

Diana Patterson	General Manager
Name	Title/Position
Spring Valley, California	
City and State of Residence	Employer (if different than Bidder/Proposer)
Employee	
Interest in the transaction	

Felipe Lopez	General Manager
Name	Title/Position
San Diego, California	
City and State of Residence	Employer (if different than Bidder/Proposer)
Employee	
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	
Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	
Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

C. OWNERSHIP AND NAME CHANGES:

1. In the past five (5) years, has your firm changed its name?
 Yes No

If Yes, use Attachment A to list all prior legal and DBA names, addresses, and dates each firm name was used. Explain the specific reasons for each name change.

2. Is your firm a non-profit?
 Yes No

If Yes, attach proof of status to this submission.

3. In the past five (5) years, has a firm owner, partner, or officer operated a similar business?
 Yes No

If Yes, use Attachment A to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner, or officer of your firm holds or has held a similar position in another firm.

D. BUSINESS ORGANIZATION/STRUCTURE:

Indicate the organizational structure of your firm. Fill in only one section on this page. Use Attachment A if more space is required.

Corporation Date incorporated: 1978 State of incorporation: California

List corporation's current officers: President: Tim Hillman
Vice Pres: _____
Secretary: Craig R. DesLauriers
Treasurer: Craig R. DesLauriers

Type of corporation: C Subchapter S

Is the corporation authorized to do business in California: Yes No

If Yes, after what date: October 31, 1978

Is your firm a publicly traded corporation? Yes No

If Yes, how and where is the stock traded? _____

If Yes, list the name, title and address of those who own ten percent (10 %) or more of the corporation's stocks:

Do the President, Vice President, Secretary and/or Treasurer of your corporation have a third party interest or other financial interests in a business/enterprise that performs similar work, services or provides similar goods? Yes No

If Yes, please use Attachment A to disclose.

Please list the following:	Authorized	Issued	Outstanding
a. Number of voting shares:	_____	_____	_____
b. Number of nonvoting shares:	_____	_____	_____
c. Number of shareholders:			_____
d. Value per share of common stock:		Par	\$ _____
		Book	\$ _____
		Market	\$ _____

Limited Liability Company Date formed: _____ State of formation: _____

List the name, title and address of members who own ten percent (10%) or more of the company:

Tim Hillman 50%
Craig Destawners 50%/10

Partnership Date formed: _____ State of formation: _____

List names of all firm partners:

Sole Proprietorship Date started: _____

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:

Joint Venture Date formed: _____

List each firm in the joint venture and its percentage of ownership:

a copy of Contractor's most recent balance sheet and/or other necessary financial statements to substantiate financial ability to perform.

9. In order to do business in the City of San Diego, a current Business Tax Certificate is required. Business Tax Certificates are issued by the City Treasurer's Office. If you do not have one at the time of submission, one must be obtained prior to award.

Business Tax Certificate No.: B1978044007 Year Issued: 9/1/19

F. PERFORMANCE HISTORY:

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?

Yes No

If Yes, use Attachment A to explain specific circumstances.

2. In the past five (5) years, has a public entity terminated your firm's contract for cause prior to contract completion?

Yes No

If Yes, use Attachment A to explain specific circumstances and provide principal contact information.

3. In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged contract default, breach of contract, or fraud with or against a public entity?

Yes No

If Yes, use Attachment A to explain specific circumstances.

4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted on a contract, breached a contract, or committed fraud?

Yes No

If Yes, use Attachment A to explain specific circumstances.

5. In the past five (5) years, has your firm, or any firm with which any of your firm's owners, partners, or officers is or was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on or completing any government or public agency contract for any reason?

Yes No

If Yes, use Attachment A to explain specific circumstances.

6. In the past five (5) years, has your firm received a notice to cure or a notice of default on a contract with any public agency?

Yes No

If Yes, use Attachment A to explain specific circumstances and how the matter resolved.

7. Performance References:

Please provide a minimum of three (3) references familiar with work performed by your firm which was of a similar size and nature to the subject solicitation within the last five (5) years.

Please note that any references required as part of your bid/proposal submittal are in addition to those references required as part of this form.

Company Name: Rancho San Diego HOA

Contact Name and Phone Number: Lori Graham, General Manager 619-460-1166

Contact Email: lgraham@rsda.org

Address: 10050 Austin Drive Spring Valley, CA 91977

Contract Date: Started 7/1/1985 - Present Landscape Maintenance of RSDA

Contract Amount: \$480,000.00

Requirements of Contract: Landscape maintenance of 880 homes and common area

Company Name: Sea Cliff HOA

Contact Name and Phone Number: Alix Szold 760-931-0128

Contact Email: aszold48@gmail.com

Address: 7122 Lantana Carlsbad, CA 92009

Contract Date: January 1, 1997 - Present

Contract Amount: \$288,000.00

Requirements of Contract: Landscape Maintenance of 330 homes and common area

Company Name: Keystone Inland Management

Contact Name and Phone Number: Laura Frost Keystone Inland, Inc. 619-443-4971

Contact Email: Laura Frost ki@keystone.sdcoxmail.com

Address: 744 2nd Street El Cajon, CA 92021

Contract Date: June 1, 2015

Contract Amount: \$120,000.00

Requirements of Contract: Landscape maintenance of several HOA common area

G. COMPLIANCE:

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executive, or manager been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violating any federal, state, or local law in performance of a contract, including but not limited to, laws regarding health and safety, labor and employment, permitting, and licensing laws?

Yes No

If Yes, use Attachment A to explain specific circumstances surrounding each instance. Include the name of the entity involved, the specific infraction(s) or violation(s), dates of instances, and outcome with current status.

2. In the past five (5) years, has your firm been determined to be non-responsible by a public entity?

Yes No

If Yes, use Attachment A to explain specific circumstances of each instance. Include the name of the entity involved, the specific infraction, dates, and outcome.

H. BUSINESS INTEGRITY:

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or public entity?

Yes No

If Yes, use Attachment A to explain specific circumstances of each instance. Include the entity involved, specific violation(s), dates, outcome and current status.

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?

Yes No

If Yes, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

3. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a federal, state, or local crime of fraud, theft, or any other act of dishonesty?

Yes No

If Yes, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

4. Do any of the Principals of your firm have relatives that are either currently employed by the City or were employed by the City in the past five (5) years?

Yes No

If Yes, please disclose the names of those relatives in Attachment A.

I. BUSINESS REPRESENTATION:

1. Are you a local business with a physical address within the County of San Diego?

Yes No

2. Are you a certified Small and Local Business Enterprise certified by the City of San Diego?

Yes No

Certification # _____

3. Are you certified as any of the following:

- a. Disabled Veteran Business Enterprise Certification # _____
- b. Woman or Minority Owned Business Enterprise Certification # _____
- c. Disadvantaged Business Enterprise Certification # _____

J. WAGE COMPLIANCE:

In the past five (5) years, has your firm been required to pay back wages or penalties for failure to comply with the federal, state or local prevailing, minimum, or living wage laws? Yes No If Yes, use Attachment A to explain the specific circumstances of each instance. Include the entity involved, the specific infraction(s), dates, outcome, and current status.

By signing this Pledge of Compliance, your firm is certifying to the City that you will comply with the requirements of the Equal Pay Ordinance set forth in SDMC sections 22.4801 through 22.4809.

K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS:

Please provide the names and information for all subcontractors and suppliers used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Subcontractors may not be substituted without the written consent of the City. Use Attachment A if additional pages are necessary. If no subcontractors or suppliers will be used, please write "Not Applicable."

Company Name: West Coast Arborists, Inc.
Address: 8163 Commercial Street, La Mesa CA 91942
Contact Name: Marisa Dunn Phone: 858-566-4098 Email: _____
Contractor License No.: 366764 DIR Registration No.: 1000009410
Sub-Contract Dollar Amount: \$ 1,000.00 (per year) 200.00 (total contract term)
Scope of work subcontractor will perform: Tree Maintenance/Arborist
Identify whether company is a subcontractor or supplier: sub-contractor
Certification type (check all that apply): DBE DVBE ELBE MBE SLBE WBE Not Certified
Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

Company Name: Lloyds Pest Control Service
Address: 1331 Morena Blvd. Ste. 300
Contact Name: Debbie Taranto Phone: 858-272-2847 Email: _____
Contractor License No.: PR813 DIR Registration No.: 1000011076
Sub-Contract Dollar Amount: \$ 200.00 (per year) \$ 1,000.00 (total contract term)
Scope of work subcontractor will perform: Wasp and Bee hive removal
Identify whether company is a subcontractor or supplier: sub-contractor
Certification type (check all that apply): DBE DVBE ELBE MBE SLBE WBE Not Certified
Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

L. STATEMENT OF AVAILABLE EQUIPMENT:

A full inventoried list of all necessary equipment to complete the work specified may be a requirement of the bid/proposal submission.

By signing and submitting this form, the Contractor certifies that all required equipment included in this bid or proposal will be made available one week (7 days) before work shall commence. In instances where the required equipment is not owned by the Contractor, Contractor shall explain how the equipment will be made available before the commencement of work. The City of San

K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS:

Please provide the names and information for all subcontractors and suppliers used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Subcontractors may not be substituted without the written consent of the City. Use Attachment A if additional pages are necessary. If no subcontractors or suppliers will be used, please write "Not Applicable."

Company Name: Two Oaks Sweeping

Address: 1235 Pierre Way St.

Contact Name: _____ Phone: 619-440-6193 Email: _____

Contractor License No.: _____ DIR Registration No.: 1000039287

Sub-Contract Dollar Amount: \$ 1,000.00 (per year) \$ 5,000.00 (total contract term)

Scope of work subcontractor will perform: Street Sweeping

Identify whether company is a subcontractor or supplier: sub-contractor

Certification type (check all that apply): DBE DVBE ELBE MBE SLBE WBE Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

Company Name: Southland Electric

Address: 4950 Greencraig San Diego, CA 92123

Contact Name: Leanne Peterson Phone: 858-634-5050 Email: _____

Contractor License No.: 354236 DIR Registration No.: 1000000060

Sub-Contract Dollar Amount: \$ 100.00 (per year) \$ 500.00 (total contract term)

Scope of work subcontractor will perform: Electrical

Identify whether company is a subcontractor or supplier: sub-contractor

Certification type (check all that apply): DBE DVBE ELBE MBE SLBE WBE Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

L. STATEMENT OF AVAILABLE EQUIPMENT:

A full inventoried list of all necessary equipment to complete the work specified may be a requirement of the bid/proposal submission.

By signing and submitting this form, the Contractor certifies that all required equipment included in this bid or proposal will be made available one week (7 days) before work shall commence. In instances where the required equipment is not owned by the Contractor, Contractor shall explain how the equipment will be made available before the commencement of work. The City of San

K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS:

Please provide the names and information for all subcontractors and suppliers used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Subcontractors may not be substituted without the written consent of the City. Use Attachment A if additional pages are necessary. If no subcontractors or suppliers will be used, please write "Not Applicable."

Company Name: Site One

Address: 5805 Kearny Villa Rd. San Diego, CA 92128

Contact Name: _____ Phone: 858-560-6611 Email: _____

Contractor License No.: Chester Wheeler DIR Registration No.: 1000039287

Sub-Contract Dollar Amount: \$ 100.00 (per year) \$ 1,200.00 (total contract term)

Scope of work subcontractor will perform: Irrigation supplies

Identify whether company is a subcontractor or supplier: Vendor/supplier

Certification type (check all that apply): DBE DVBE ELBE MBE SLBE WBE Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

Company Name: Simplot Partners

Address: 6160 Marin Industry Dr. Ste. A

Contact Name: Carl Deertz Phone: 800-552-8873 Email: _____

Contractor License No.: _____ DIR Registration No.: _____

Sub-Contract Dollar Amount: \$ 560.00 (per year) \$ 2,800.00 (total contract term)

Scope of work subcontractor will perform: Fertilizer supplier

Identify whether company is a subcontractor or supplier: supplier/vendor

Certification type (check all that apply): DBE DVBE ELBE MBE SLBE WBE Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

L. STATEMENT OF AVAILABLE EQUIPMENT:

A full inventoried list of all necessary equipment to complete the work specified may be a requirement of the bid/proposal submission.

By signing and submitting this form, the Contractor certifies that all required equipment included in this bid or proposal will be made available one week (7 days) before work shall commence. In instances where the required equipment is not owned by the Contractor, Contractor shall explain how the equipment will be made available before the commencement of work. The City of San

Diego reserves the right to reject any response, in its opinion, if the Contractor has not demonstrated he or she will be properly equipped to perform the work in an efficient, effective matter for the duration of the contract period.

M. TYPE OF SUBMISSION: This document is submitted as:

- Initial submission of *Contractor Standards Pledge of Compliance*
- Initial submission of *Contractor Standards Pledge of Compliance* as part of a Cooperative agreement
- Initial submission of *Contractor Standards Pledge of Compliance* as part of a Sole Source agreement
- Update of prior *Contractor Standards Pledge of Compliance* dated _____.

Complete all questions and sign below.

Under penalty of perjury under the laws of the State of California, I certify that I have read and understand the questions contained in this Pledge of Compliance, that I am responsible for completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Purchasing Agent within five (5) business days if, at any time, I learn that any portion of this Pledge of Compliance is inaccurate. Failure to timely provide the Purchasing Agent with written notice is grounds for Contract termination.

I, on behalf of the firm, further certify that I and my firm will comply with the following provisions of SDMC section 22.3004:

- (a) I and my firm will comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.
- (b) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of receiving notice that a government agency has begun an investigation of me or my firm that may result in a finding that I or my firm is or was not in compliance with laws stated in paragraph (a).
- (c) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).
- (d) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).
- (e) I and my firm will cooperate fully with the City during any investigation and to respond to a request for information within ten (10) working days.

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed *Pledge of Compliance* is submitted.

Diana Patterson General Manager		10/28/19
Name and Title	Signature	Date

City of San Diego
CONTRACTOR STANDARDS
Attachment "A"

Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed.
Print in ink or type responses and indicate question being answered.

NICK DesLauriers

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments thereto and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

Diana Patterson Diana Patterson 10/28/19
Print Name, Title Signature Date
General manager



City of San Diego
 Landscape Maintenance for PUD,
 Water Systems Operation
 RFP 10089516-20-I

STATEMENT OF AVAILABLE EQUIPMENT

Treebeard Landscape, Inc.
 2019 Vehicle and Trailer Schedule

COMPANY VEHICLES:	TYPE:	YEAR:	QTY:
Ford Ranger	Crew Cab	2009 - 2012	3
Ford F250 - Stakebed	Crew Cab	2010 - 2017	4
Ford F250	Crew Cab	2015 - 2017	6
Ford F250		2000 - 2010	4
Ford F150		2000 - 2018	16
Ford F150	Super Cab	2000 - 2018	44
Ford F150	Crew Cab	2000 - 2018	12
Toyota Tacomas	SR5 Xtra Cab	2010 - 2015	3
Toyota Tundra	3/4 Ton Crew Cab	2015 - 2018	2
Toyota Tundra	1/2 Ton Crew Cab	2018	1
Toyota Highlander		2011	3
FreightLiner 18' - 5 Ton	Dump Truck	2009 - 2012	2
Ford F550	Dump Truck	2009 - 2012	1
		Total:	101

TRAILERS:

Texas Box Trailer with Gate 8'		2010-2015	4
Texas Box Trailer with Gate 10'		2010-2015	5
Texas Box Trailer with Gate 7'		2010-2015	4
Texas Box Trailer with Gate 12'		2010-2015	3
Texas Flat Trailer Tilt Gate 10'		2010-2015	4
Texas Flat Trailer Tilt Gate 8'		2010-2015	2
Texas Flat Trailer Tilt Gate 6'		2010-2015	6
Husky 7,000-10,000 Tilt 16'		2010-2015	3
		Total:	31

Treebeard Landscape, Inc.



City of San Diego
 Landscape Maintenance for PUD,
 Water Systems Operation
 RFP 10089516-20-J

2019 Maintenance Equipment Schedule

MAINTENANCE EQUIPMENT:	TYPE:	YEAR:	QTY:
Blowers - Hand Held	Stihl/Red Max	2015-2018	55
Blowers - Back Pack	Red Max	2015-2018	14
Weed Whips - Turf	Red Max	2015-2018	18
Weed Whips - Brush	Stihl	2015-2018	4
Power Trimmer Extended	Stihl	2015-2018	44
Power Trimmer Standard	Stihl	2015-2018	6
Walk Behind - Vacuum	Billy Goat	2015-2018	3
Rotory Mowers - 21"	Honda	2015-2018	32
Mower - Walk Behind 37"	Toro	2016	5
Mower - Walk Behind 44"	Toro	2015	2
Mower - 60" Riding	Toro	2018	1
Mower - 48" Walk Behind	Toro	2017-2018	2
Mower - 65" Riding	Toro	2016 - 2017	2
Edgers - Turf	Red Max	2015-2018	7
Reel Mower - 21"	Toro	2015-2018	1
Reel Mower - 60"	Toro	2015-2018	1
Chainsaw - 14"	Echo	2015-2018	8
Chainsaw - 24"	Stihl	2015-2018	4
Back Pack Sprayers	Solo	2015-2018	38
Renovater - 30"	Ryan	2015-2018	2
Aerator - 30"	Blue Bird	2015-2018	1
Rototiller - 24"	Barreto	2015-2018	1
Seeder - 24"	Ryan	2015-2018	1
Spreader - Fertilizer	Earthway	2015-2018	17



City of San Diego
 Landscape Maintenance for PUD,
 Water Systems Operation
 RFP 10089516-20-J

Treebeard Landscape, Inc.
 2019 Construction Equipment Schedule

EQUIPMENT:	YEAR:	QTY:
Bobcat Skidsteer	1998	2
Chipper Vermeer BC 1000 XL	2004	1
Stump Grinder Vermeer 252	2009	1
John Deere 750 Tractor	2002	1
John Deere Attachment 48" Weed Mower	2002	1
John Deere Attachment 300 - 500 Fertilizer Hopper/Spreader	2002	1
John Deere Attachment 36" Aerator	2002	1
Jackhammer Electric 60 lb.	2009	2
100 gal. Sprayer	2005	2
200 gal. Storage Tank	2007	1
Golf Cart - Electric	2001-2004	2
Generator 5000 - 7000	2005 - 2010	4
Hilti Rotohammer	2015	2
Demo Saw Concrete/Asphalt	2005 - 2010	3
Concrete Grinder	2017	2
Trencher - Geo Ripper	2018	1
Infield 8' Drag Boom	2010	1
Infield 6' Drag Boom	2009	1
Infield 10' Rake	2014	1
Armada Pro 800 Hi Power Wire and Valve Locator	2015-2017	4
Concrete Grinder Retrieval System	2017	1
Compressor/Nail Gun	2017	1
Table Saw - Craftsman/Dewalt	2017	2
Simpson 4200-PSI4- GPM Gas Pressure Washer	2018	1
40 Greenery Rolloff Bin	2018	1



City of San Diego
Landscape Maintenance PUD
Water Systems Operation
RFP 10089516-20-J

Executive Summary for RFP # 10089516-20-J Landscaping Services for Public Utilities Department, Water Systems Operation

Treebeard Landscape, Inc. has read the RFP for PUD Water Systems Operation in its entirety and appreciates the opportunity to continue to demonstrate our commitment of exceptional service to the City of San Diego. We will provide full landscape services that will meet and exceed the expectations of the Ground Maintenance Manager and of the Public Utilities Department, Water Systems Operation. Treebeard Landscape, Inc. has been working as a landscape maintenance provider for The City of San Diego for the past 40 years.

Services and Experience

Treebeard Landscape, Inc. has been a driving force in the landscape industry throughout San Diego County since 1978. We are proud to operate by a philosophy and mission statement that has remained the same throughout the years: "Treebeard Landscape, Inc. was founded with the purpose of providing our clients with innovative ideas, efficient landscaping solutions and exceptional daily service". Our team is experienced at producing effective and efficient landscape programs while also developing innovative ideas that successfully improve the appearance of landscape maintenance assessment districts throughout San Diego County.

Treebeard Landscape, Inc. commits to providing The City of San Diego prompt response times and thorough communication. We have a full-time office staff Monday through Friday 8:00 AM – 4:00 PM as well as an emergency after hours on-call service. These resources allow us to address any emergency within one hour.

Since we began working with the City of San Diego in 1980, Treebeard Landscape, Inc. has provided top tier full-service landscape maintenance. We offer landscape designs in irrigation conversions, turf renovations and installation of hardscape. We are certified in irrigation water management and can perform complete irrigation repairs/maintenance, including Smart Irrigation ET systems. Treebeard Landscape, Inc. will evaluate and manage the irrigation systems by utilizing a water management program our company created and has implemented for the past 5 years. Our team will surpass all expectations with expertise, exemplary service and complete reliability.

Licenses and Certifications

Treebeard Landscape, Inc. has held a C-27 California State License since 1978. In addition to this license, we have a Certified Water Manager and pest control applicator on our staff. We also have full-time mechanic who repairs and services our equipment in-house. We currently have 150 full-time employees as well as a full-time office staff that handles all communication to field workers. Each our drivers are submitted to the California Pull Program which notifies our company if an employee receives a moving violation or is involved in a driving accident.

Financial Responsibility

Treebeard Landscape, Inc. certifies that it has sufficient operating capital to properly fund all services identified in the contract specifications. We can provide insurance certificates from A++ rated insurance companies for general liability/auto and workmen's compensation insurance naming The City of San Diego as additional insured.



City of San Diego
Landscape Maintenance PUD
Water Systems Operation
RFP 10089516-20-J

Experience and Qualifications

Treebeard Landscape, Inc. has been a family owned and operated company serving San Diego since 1978. We offer the very best in landscape services.

Treebeard Landscape, Inc. has over 42 years of landscaping experience and 40 years of experience working with the City of San Diego!

Treebeard has seen steadfast growth and has working to implement irrigation systems and technology throughout the Landscape Industry.

Treebeard Landscape, Inc. has provided extensive landscape maintenance service to the City of San Diego over the past 40 years including maintenance service, site enhancements, ET Smart Irrigation Controller installations, turf conversion and landscape design with drought tolerant landscaping methods. In addition, we created an integrated water management program that promotes the coordinated development and management of water, land and related resources. This program helps to manage and use water in a smarter more economical way that benefits the community and nature. replace overhead spray nozzles with an efficient spray nozzle that helps manage water use.

As a local company, Treebeard Landscape, Inc. will provide the City of San Diego with a response time within 1 hours for emergency needs.

Treebeard Landscape, Inc. complies with all state and federal laws including OSHA standards.



City of San Diego
Landscape Maintenance for PUD,
Water Systems Operation
RFP 10089516-20-J

City of San Diego RFP #10089516-20-J PUD, Water Systems Operation

Expertise and Past Performance Projects:

NCWRP and MBC Landscape Re-Use - 5240 Convoy St. San Diego

Project Contact: Think Tran

Estimated COST: \$25,695.81

Completed Cost: \$25,418.00

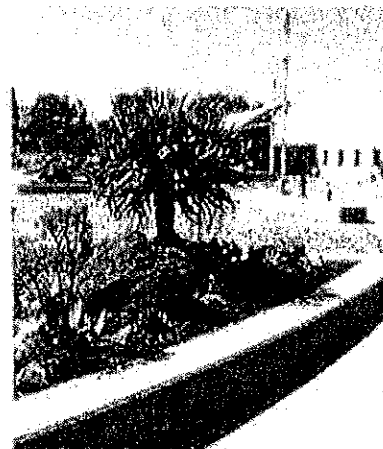
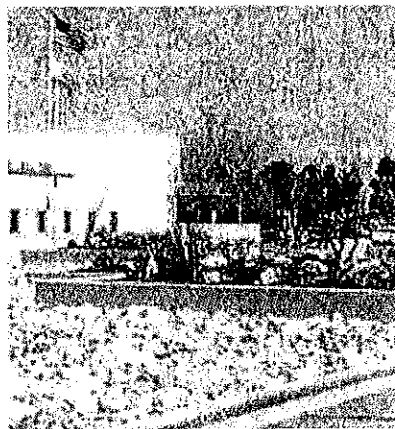
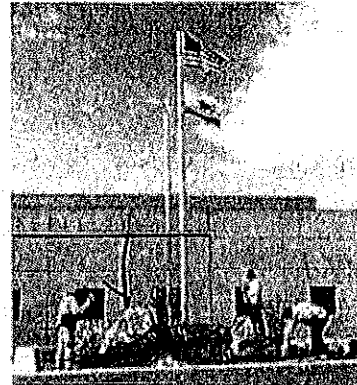
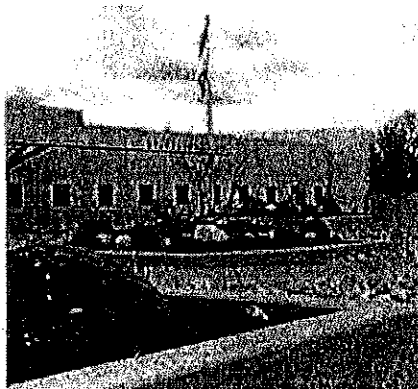
SCOPE OF WORK:

Provided labor, equipment and materials to complete NCWRP and MBC Landscape Re-use

Work to include:

Converted spray irrigation in planters at MBC. Removed shrub spray sprinklers, capped risers, installed Rain Bird Retrofit Kit per planter area. Installed in 10" round valve box. Installed 1/2" inch poly drip tube through planter between new transplants with 1/4 inch drip tube and Dial - a - flow emitter to each transplant, 1 per small/medium and 3 per tree. Excavated and transplanted trees, shrubs and succulents from NCWRP to MBC. Moved boulders, rock and gravel from NCWRP to MCC.

City of San Diego - NCWRP and MBC Landscape Re-Use - 5240 Convoy St. San Diego





City of San Diego
Landscape Maintenance for PUD
Water Systems Operation
RFP 10089516-20-J

City of San Diego RFP #10089535-19-D Tierrasanta Maintenance Assessment District

Expertise and Past Performance Projects:

Carmel Valley MAD (Area II)

Project Contact: Gregory Armstead – Manager

Estimated Cost: \$59,403.25

Completed Project Cost: \$59,103.66

Provided labor and goods to convert turf medians to drought tolerant planter beds.

Scope of Work:

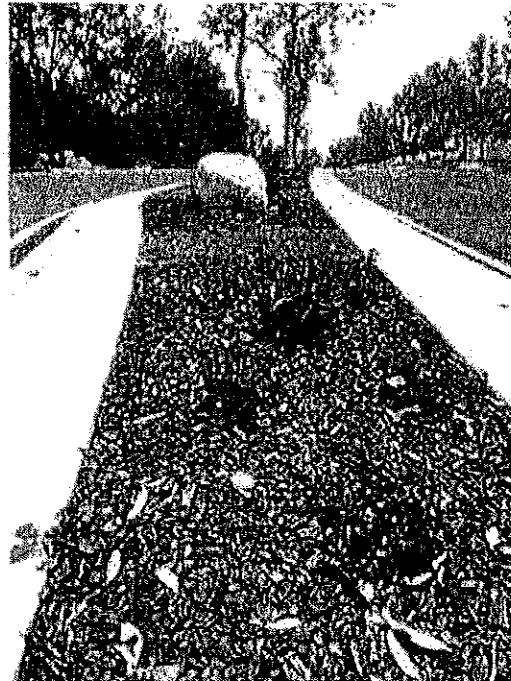
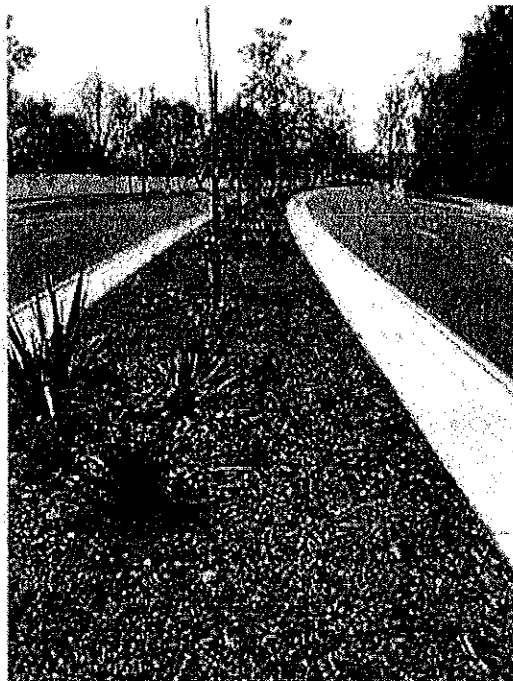
Provide labor, equipment and materials to renovate three center islands by the Carmel Country and Carmel Canyon intersection

Work to included:

Application of herbicide and removal of dead grasses to three center islands (approximately 13,408 square feet)

Installation of Arizona River rock at the bull noses, importing 44-18" boulders, installed in groupings throughout the Center islands. Installation of new 6" Rainbird pop up sprinklers with MP rotator nozzle. Replanted with drought tolerant plant materials. Imported 65 yards of brown dyed mulch installed at 2" in depth.

City of San Diego –Carmel Valley MAD (Area II)





City of San Diego
Landscape Maintenance PUD
Water Systems Operation
RFP 10089516-20-J

JOSE CARMELO GALVAN

1828 D Avenue, National City, CA 91950

Experience:

WORKING FIELD SUPERVISOR

Treebeard Landscape, Inc.

October 1989 – Present

- Communicates directly with Grounds maintenance manager
- Supervises all extraordinary work that is required
- Oversees all stages of work from start to completion for extraordinary work
- Responsible for maintaining safe workplace and ensuring that safety is the highest priority in the work place
- Mobility to drive to all Maintenance Assessment Districts to ensure all all job landscape maintenance duties are completed
- Turf and Infield Maintenance Crew leader
- Responsible for mowing and sweeping of 1,500 acres of turf city wide
- Supervisor of 20 employees
- Responsible for employee performance reviews, discipline and payroll
- Responsible for making sure all tasks are completed 100% with quality work
- Supervision of construction and landscape crews
- Strong Work ethic and critical thinking
- Monitors quality landscape installation of irrigation renovation
- Oversees all jobs duties to completed landscape maintenance projects
- Ensures all deadlines are kept and job is completed as scheduled
- Knowledge in irrigation repairs to mainline, backflows, remote control valves and installation of drip irrigation systems
- Knowledge of Smart irrigation controllers, programming and installation
- Fluent in English and Spanish, orally and in written form
- Current California Driver's License, which allows mobility driving jobsite to jobsite
- Communicates with administrative staff once all change orders and final inspection is completed
- A crew member of the company's 24/7 emergency service

TRAININGS:

- Pesticide safety training from the Department of Agriculture
- Storm Water Management Training

Recycle Water Training Management



City of San Diego
Landscape Maintenance PUD
Water Systems Operation
RFP 10089516-20-J

Kellen C Deslauriers

13988 Vista Sage Place, Jamul, CA 91935

EXPERIENCE:

TREEBEARD LANDSCAPE, INC.
IRRIGATION SUPERVISOR

SEPTEMBER 2009 – PRESENT

- Dedicated supervisor with over 10 years of experience
- Supervision of construction and landscape crews
- Strong Work ethic and critical thinking
- Power Equipment operator, proficient as a bobcat operator
- Monitors quality landscape installation of irrigation renovation
- Ensures crew members performs quality work in a safe working environment
- Oversees all jobs duties to completed landscape maintenance projects
- Ensures all deadlines are kept and job is completed as scheduled
- Knowledge in irrigation repairs to mainline, backflows, remote control valves and installation of drip irrigation systems
- Knowledge of Smart irrigation controllers, programming and installation
- **Responsible for maintaining safe workplace and ensuring that safety is the highest priority in the work place**
- Repair of concrete driveways and walkways
- **Fluent in English and Spanish, orally and in written form**
- Current California Driver's License, which allows mobility driving jobsite to jobsite
- Communicates with administrative staff once all change orders and final inspection is completed

Training:

- **Pesticide safety training from the Department of Agriculture**
- **Storm Water Management Training**
- **Recycle Water Site Supervisor Certification**



City of San Diego
Landscape Maintenance PUD
Water Systems Operation
RFP 10089516-20-J

ROBERT SMITH

549 DANNY STREET, EL CAJON, CA 92102

Experience:

LANDSCAPE NONWORKING SUPERVISOR

Treebeard Landscape, Inc. May 1, 2018 -- Present

- Oversee all City San Diego Maintenance Assessment District Contracts
- Communicate directly with grounds Maintenance Manager
- Supervise all extraordinary work required
- Provide proposals for all extraordinary work
- Oversee all stages of work from start to completion for extraordinary work
- Responsible for maintaining a safe workplace and ensuring that safety is the highest priority
- Mobility to drive to all Maintenance Assessment Districts to ensure all job landscape maintenance duties are completed
- Communicates with administrative staff once all change orders and final inspection is completed

Grounds Maintenance Manager

City of San Diego December 2007 – May 2017

- Responsible for 8 Maintenance Assessment Districts throughout San Diego County
- Tierrasanta MAD
- Stone Crest MAD
- Eastgate MAD
- La Jolla Village Drive MAD
- Campus Point MAD
- Bird Rock MAD
- Ocean View Hills MAD
- Webster/Federal Blvd. MAD
- Responsible for overseeing the contractors for ground landscape maintenance
- Work with cell phone towers installation at Ocean View Hills MAD
- Responsible for monthly reports and annual budgets for each MAD
- Conduct field inspections with landscape contractor at each MAD
- Responsible for paying of invoices and modifications of purchase orders for each MAD
- Worked with purchasing on contractual modifications for City MAD's Landscape Maintenance Contracts



City of San Diego
Landscape Maintenance PUD
Water Systems Operation
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ROBERT SMITH

549 DANNY STREET, EL CAJON, CA 92102

Park Utility Supervisor

City of San Diego

May 2004 – December 2007

- Turf and Infield Maintenance Crew leader
- Responsible for mowing and sweeping of 1,500 acres of turf city wide
- Supervisor 20 employees
- Responsible for Employee performance reviews, discipline and payroll
- Maintain a safe workplace and ensured that safety is the highest priority
- Organize and participate in interview panels for potential new employees
- Responsible for making sure all tasks are completed 100% with quality work
- Maintain working order of all backup equipment

Training

Pesticide safety training from the Department of Agriculture

Storm Water Management Training



City of San Diego
Landscape Maintenance PUD
Water Systems Operation
RFP 10089516-20-J

FELIPE DE JESUS LOPEZ

(619) 987-1254 • 3467 Landis St., San Diego, CA 92104 • Flopez187@gmail.com

Job Objective:

Analytical Landscape Estimator skilled at predicting construction project duration and managing deadlines. Successful at finding cost-effective solutions to common and complex construction challenges. Committed to providing accurate cost projections and communicating with all relevant parties to verify costs and make adjustments as necessary. Diligent, resourceful and organized team player who excels in fast-paced environments.

Highlights of Qualifications

- Planning, controlling and organizing construction projects for City of San Diego MADs
- Excellent skills in software rendering for presentation
- Specialized in delivering detailed accurate cost estimates
- Microsoft Office proficient
- Ability to understand conceptual figures
- Very good internal and external communication abilities
- Creative problem solver
- Fresh, individual approach to project management
- Meets and exceeds business goals
- Ability to work well under pressure and meet deadlines
- Enthusiastic and energetic

EXPERIENCE

GENERAL MANAGER/ESTIMATOR – TREEBEARD LANDSCAPE, INC.

MARCH 1984 –

PRESENT

- ◆ EXPERIENCE IS ESTIMATING CONSTRUCTION COSTS FOR COMMERCIAL AND CITY OF SAN DIEGO MAINTENANCE ASSESSMENT DISTRICTS
- ◆ THOROUGH KNOWLEDGE OF CONSTRUCTION PRINCIPALS, TECHNIQUES, MATERIALS AND COST ESTIMATION FUNDAMENTALS
- ◆ OPTIMIZE SITE PROCESSES TO ENSURE HIGH TEAM PERFORMANCE
- ◆ WORK WITH CREW MEMBERS TO INCREASE INDIVIDUAL PERFORMANCE AND SET REALISTIC IMPROVEMENT GOAL
- ◆ DETERMINE AREAS OF IMPROVEMENT FOR COST CONTROL AND INITIATE CHANGES
- ◆ DEFINE EMPLOYEES FUNCTIONS AND KEEP INDIVIDUALS ON TASK
- ◆ WORK WITH TEAM MEMBERS TO INCREASE INDIVIDUAL PERFORMANCE AND SET REALISTIC IMPROVEMENT GOALS
- ◆ DEMONSTRATE EFFECTIVE AND PROFESSIONAL COMMUNICATION WITH INTERNAL AND EXTERNAL VENDORS AND CLIENTS
- ◆ COORDINATE WITH MANAGEMENT ON COST ESTIMATES AND PROJECT CHANGES
- ◆ MANAGE MULTIPLE SIMULTANEOUS ESTIMATION PROJECTS WITH CONSISTENT ON-TIME DELIVERY
- ◆ RECEIVES AND EVALUATES BIDS FROM SUB-CONTRACTORS
- ◆ ANALYZE PROJECT SCOPE DOCUMENTS TO CREATE ACCURATE COST ESTIMATES
- ◆ PROFICIENT IN ESTIMATION SOFTWARE TO FINALIZE FIGURES AND CREATE RENDERINGS FOR PRESENTATION
- ◆ ASSISTS CONSTRUCTION MANAGER IN FINDING COST EFFECTIVE SOLUTIONS
- ◆ STRONG INTERPERSONAL AND COMMUNICATION SKILLS

EDUCATION:

Instituto Tecnológico De Tijuana, June 1982

**LIVING WAGE ORDINANCE
CERTIFICATION OF COMPLIANCE**
REQUIRED BY SAN DIEGO MUNICIPAL CODE §22.4225(c)

COMPANY INFORMATION

Company Name: Treebeard Landscape
 Company Address: 9917 Campo Rd. Spring Valley, CA 91979
 Company Contact Name: Diana Patterson Contact Phone: 619-697-8302

CONTRACT INFORMATION

Contract Number (if no number, state location): 10089516-20-J Start Date:
 Contract Title (or description): PUD Water Systems Operation End Date:
 Purpose/Service Provided: Landscape Maintenance

TERMS OF COMPLIANCE

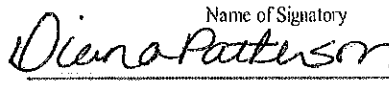
A contractor or subcontractor working on or under the authority of an agreement subject to the Living Wage Ordinance [LWO] must comply with all applicable provisions of the LWO unless specifically approved for an exemption. Basic requirements of the LWO are:

- (a) Pay covered employees the current fiscal year hourly wage rate;
- (b) If any lesser amount is applied toward the health benefits rate, add this difference to the hourly wage rate as cash;
- (c) Provide minimum of 80 compensated leave hours per year for illness, vacation, or personal need at the employee's request and permit 80 additional unpaid leave hours for personal or family illness when accrued compensated leave hours have been used;
- (d) Annually distribute a notice with the first paycheck after July 1 to inform all covered employees of LWO requirements, their possible right to Federal Earned Income Tax Credit, and possible availability of health insurance coverage under the Affordable Care Act;
- (e) Prohibit retaliation against any covered employee who alleges noncompliance with the requirements of the LWO;
- (f) Permit access for authorized City representatives to work sites and records to review compliance with the LWO;
- (g) Maintain wage and benefit records for covered employees for 3 years after final payment;
- (h) Perform at least fifty percent (50%) of the work with its own employees; and
- (i) File a Living Wage Ordinance Certification of Compliance with the City within 30 days of becoming a covered employer.

If a subcontractor fails to submit this completed form, the prime contractor may be found in violation of the LWO for failure to ensure its subcontractor's compliance. This may result in a withholding of payments or termination of the agreement.

CONTRACTOR CERTIFICATION

By signing, the contractor certifies under penalty of perjury under laws of the State of California to comply with the requirements of the Living Wage Ordinance.

Diana Patterson <hr/> Name of Signatory  <hr/> Signature	General Manager <hr/> Title of Signatory 10/28/19 <hr/> Date
--	---

FOR OFFICIAL CITY USE ONLY

Date of Receipt: LWO Analyst: Contract Number:

POST IN CONSPICUOUS PLACE OR KEEP ON PERSON

CITY OF SAN DIEGO * CERTIFICATE OF PAYMENT OF BUSINESS TAX

Certificate Number: B1978044007

Business Name: TREEBEARD LANDSCAPE INC
Business Owner: TREEBEARD LANDSCAPE INC
Business Address: 3711 S BONITA ST
SPRING VALLEY CA 91977

TREEBEARD LANDSCAPE INC
PO BOX 2777
SPRING VALLEY CA 91979

Primary Business Activity: ALL OTHER SPECIAL TRADE CONTRACTORS

Secondary Business Activity:

Effective Date: 09/01/2019
Expiration Date: 08/31/2020

PLEASE NOTIFY THE CITY TREASURER'S OFFICE IN WRITING OF ANY CHANGE IN OWNERSHIP OR ADDRESS - PLEASE SEE REVERSE SIDE FOR ADDITIONAL INFORMATION

BUSINESS FILE COPY

CITY OF SAN DIEGO
CERTIFICATE OF PAYMENT OF BUSINESS TAX
PO BOX 122289, SAN DIEGO, CA 92112-2289
1200 3RD AVENUE, MS 51T, SAN DIEGO, CA 92101
(619) 615-1500; FAX (619) 533-3272
www.sandiego.gov/treasurer

Certificate Number: B1978044007 PIN: GOLPP

Business Name: TREEBEARD LANDSCAPE INC
Business Owner: TREEBEARD LANDSCAPE INC
Business Address: 3711 S BONITA ST
SPRING VALLEY CA 91977

Primary Business Activity: ALL OTHER SPECIAL TRADE CONTRACTORS

Secondary Business Activity:

Effective Date: 09/01/2019
Expiration Date: 08/31/2020



TREEBEARD LANDSCAPE INC
PO BOX 2777
SPRING VALLEY, CA 91979-2777



Mailing Address: TREEBEARD LANDSCAPE INC
PO BOX 2777
SPRING VALLEY CA 91979

This certificate acknowledges payment of business taxes pursuant to the San Diego Municipal Code. This is not a License to do business within the City of San Diego in violation of any section of the Municipal Code or regulation adopted by the City Council including, but not limited to: Zoning restrictions; Land Use specifications as defined in Planned Districts, Redevelopment areas, Historical Districts, or Revitalization areas; Business Tax Regulations; Police Department Regulations; and Fire, Health or Sanitation Permits and Regulations.

This document is issued without verification that the payer is subject to or exempt from licensing by the State of California.

Payment of the required tax at the time or times due is for the term and purpose stated and is pursuant to City Ordinance. Please refer to delinquency information under "Notice".

NOTICE: It is the responsibility of the certificate holder to renew this certificate of payment of business tax within the proper time limits. Failure to do so, even if you have not received a renewal notice, will result in the assessment of a penalty. Please note your expiration date on this certificate above. The certificate holder is requested to notify the City Treasurer's Office upon sale or closure of the business, change of location, or change of business activity.

The tax or fees collected are Not Refundable unless collected as a direct result of an error by the City of San Diego.

This certificate is NOT transferable for a change in business ownership.

See reverse side.



CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE



License Number **388579** Entity **CORP**
Business Name **TREEBEARD LANDSCAPE INC**

Classification(s) **C27**

Expiration Date **04/30/2020**

www.cslb.ca.gov



Do you lease employees through Professional Employer Organization (PEO)? No

Please provide your current workers compensation insurance information below:

PEO InformationName	PEO Phone	PEO Email
---------------------	-----------	-----------

Insured by Carrier

Policy Holder Name:TREEBEARD LANDSCAPE**Insurance Carrier:**

CYPRESS INSURANCE COMPANY**Policy Number:**TRWC601618**Inception date:**12/31/2014

Expiration Date:12/31/2019



City of San Diego
Landscape Maintenance for PUD,
Water Systems Operation
RFP 10089516-20-J

Sub-Contractors

Greenbrier Lawn and Tree Expert –
3616 Bancroft Drive
Spring Valley, CA. 91979 – DIR #1000014662

Treebeard Landscape, Inc. and Greenbrier Lawn and Tree Expert have been doing business together since 1990 and have a great working relationship. Greenbrier Lawn and Tree Expert's services are ornamental and include pruning, stump grinding and general tree trimming services.

Lloyd's Pest Control Service –
1331 Morena Blvd. Ste. 300
San Diego, CA. 92110 – DIR #100001076

Lloyd's Pest Control Service has been family owned since 1931. They take care of all our pest control needs. We primarily use their services for bee hive or wasp nest removal.

Two Oaks Street Sweeping/Day and Night Street Sweeping -
1235 Pierre Way Ste. A
El Cajon, CA. 92021 – DIR #1000011045

Treebeard Landscape, Inc. has been using Day and Night Street Sweeping service for all our street sweeping needs. We have had several long-standing contracts with them for City of San Diego MAD's since 1995.

Southland Electric –
4950 Greencraig Lane
San Diego, CA. 92123 – DIR #1000000060

Southland Electrical is one of San Diego's most trusted electrician contractors. They have been in business for over 40 years and are 100% a woman owned business. We use their electrical services for low and medium voltage electrical services. Their reputation is highly respected in San Diego County.



State of California
Department of Industrial Rel

Contractor Information

Legal Entity Name
 WEST COAST TURF
Legal Entity Type
 Corporation
Status
 Active
Registration Number
 1000009410
Registration effective date
 06/07/18
Registration expiration date
 06/30/19
Mailing Address
 PO BOX 4563 PALM DESERT 92261 CA United St...
Physical Address
 42540 MELANIE PL PALM DESERT 92211 CA Uni...
Email Address
 djana.forest@westcoastturf.com
Trade Name/DBA
 WEST COAST TURF
License Number (s)
 CSLB:688087

Back to DIR>> (<https://www.dir.ca.gov/>)

Registration History

Effective Date	Expiration Date
06/07/18	06/30/19
06/08/17	06/30/18
07/01/16	06/30/17
07/02/15	06/30/16
02/11/15	06/30/15

Legal Entity Information

Corporation Number: 33-0424659
Federal Employment Identification Number:
President Name: JOHN M FOSTER
Vice President Name: JOSEPH P FOSTER
Treasurer Name: MEL WILLIAMS
Secretary Name: JEFFREY FOSTER
CEO Name:
Agent of Service Name:
Agent of Service Mailing Address: CA United States of America

Worker's Compensation

Do you lease employees through Professional Employer Organization (PEO)?:



State of California

Department of Industrial Rel

Contractor Information

Legal Entity Name
LLOYD PEST CONTROL, INC.

Legal Entity Type
Corporation

Status
Active [Back to DIR>> \(https://www.dir.ca.gov/\)](https://www.dir.ca.gov/)

Registration Number
1000011076

Registration effective date
06/19/18

Registration expiration date
06/30/19

Mailing Address
1331 MORENA BLVD, STE. 300 SAN DIEGO 92110 C...

Physical Address
1331 MORENA BLVD, STE. 300 SAN DIEGO 92110 C...

Email Address
debbie.taranto@lloydpest.com

Trade Name/DBA
LLOYD PEST CONTROL
LLOYD TERMITE CONTROL

License Number (s)
Other:PR813

Registration History

Effective Date	Expiration Date
06/19/18	06/30/19
06/02/17	06/30/18
05/02/16	06/30/17
07/06/15	06/30/16
02/20/15	06/30/15

Legal Entity Information

Corporation Number:

Federal Employment Identification Number:

President Name: JAMES A OGLE

Vice President Name:

Treasurer Name:

Secretary Name:

CEO Name:

Agent of Service Name:

Agent of Service Mailing Address: CA United States of America

Worker's Compensation

- Iron Worker
- Laborer
- Landscape
- Marble Mason/Finisher
- Operating Engineer
- Painter
- Parking/Highway/Improvement
- Plasterer/Tender
- Plumber
- Roofing
- Sheet Metal Worker
- Stator Rewinder
- Teamster
- Terrazzo Worker/Finisher
- Tile Setter/Finisher
- Water Well Driller

Registrations

Search Results: 1 found

Showing Page 1 of 1

TWO OAKS SWEEPING LLC

Detail:

Registration Number: 1000011405
Status: Active
CSLB Number:
Legal Entity Type: LLC
Mailing Address: 1235 PIERRE WAY, SUITE A
 EL CAJON
 CA 92021
County: San Diego
Craft: Operating Engineer;Parking/Highway/Impr...
Email: warren@sandiegosweeper.com

Registration History

Effective Date	Expiration Date
5/1/2018	6/30/2019
5/4/2017	6/30/2018
5/25/2016	6/30/2017
6/18/2015	6/30/2016
2/23/2015	6/30/2015

DBA

- Name
- DAY & NIGHT POWER SWEEPING
- ALL CLEAN SWEEPING

- Iron Worker
- Laborer
- Landscape
- Marble Mason/Finisher
- Operating Engineer
- Painter
- Parking/Highway/Improvement
- Plasterer/Tender
- Plumber
- Roofing
- Sheet Metal Worker
- Stator Rewinder
- Teamster
- Terrazzo Worker/Finisher
- Tile Setter/Finisher
- Water Well Driller

Registrations

Search Results: 1 found

Showing Page 1 of 1

SOUTHLAND ELECTRIC, INC.

Detail:

Registration Number: 1000000060
Status: Active
CSLB Number: 354236
Legal Entity Type: Corporation
Mailing Address: 4950 GREENCRAIG LANE
 SAN DIEGO
 CA 92123
County: San Diego
Craft:
Email: leannep@southlandelectricinc.com

Registration History

Effective Date	Expiration Date
6/14/2018	6/30/2019
5/9/2017	6/30/2018
5/25/2016	6/30/2017
6/2/2015	6/30/2016
7/8/2014	6/30/2015

DBA

Name
 SOUTHLAND ELECTRIC, INC.



COUNTY OF SAN DIEGO
 DEPARTMENT OF AGRICULTURE,
 WEIGHTS and MEASURES
PESTICIDE REGULATION PROGRAM

9325 Hazard Way, Ste. 100
 San Diego, CA 92123
 Phone: (858) 694-8980
 Fax: (858) 467-9277

Website: <http://www.sdcawm.org>
 E-mail: prp.awm@sdcounty.ca.gov

AGRICULTURAL PEST CONTROL BUSINESS REGISTRATION 2019 (expires: 12/31/2019)

TREEBEARD LANDSCAPE, INC
 PO BOX 2777
 SPRING VALLEY, CA 91979-2777

Check here if contact information has changed. Please indicate changes on reverse side.

Renewal New

* Choose only one Business Category →

Pest Control Business \$75.00

Change in Qualified Applicator

Maintenance Gardener Business \$25.00

BUSINESS LICENSE NUMBER
 38808

BUSINESS LICENSE EXPIRATION DATE
 12-31-2019

AMOUNT ENCLOSED \$ 75.00

What types of pests are you intending to control? weeds, insects

BUSINESS NAME TREEBEARD LANDSCAPE, INC		BUSINESS TELEPHONE NUMBER (619)697-8302	
BUSINESS ADDRESS 917 CAMPO RD		BUSINESS FAX NUMBER (619)697-0820	
SPRING VALLEY		STATE CA	ZIP CODE 91977
BUSINESS E-MAIL ADDRESS info@treebeardlandscape.com		E-MAIL ADDRESS FOR INSPECTIONS (if Different)	
HEADQUARTER ADDRESS (if Different)			
CITY		STATE	ZIP CODE

QUALIFIED APPLICATOR INFORMATION (Person Responsible for Pesticide Use)

APPLICATOR NAME Tim H. Roman CATEGORIES B - C

QUALIFIED APPLICATOR NUMBER 101044 EXPIRATION DATE 12/31/2020
 QAC QAC

How would you like your form returned to you? Mail E-mail Fax

QUALIFIED APPLICATOR'S SIGNATURE [Signature]

DATE 12-14-2018

AUTHORIZED REPRESENTATIVE'S SIGNATURE FOR HA DANG, AGRICULTURAL COMMISSIONER [Signature]

PCB REGISTRATION DATE 12-14-18

Public Disclosure

We strive to protect personally identifiable information by collecting only information necessary to deliver our services. All information that may be collected at this site becomes public record that may be subject to inspection and copying by the public, unless an exemption in law exists. In the event of a conflict between this Privacy Notice and any County ordinance or other law governing the County's disclosure of records, the County ordinance or other applicable law will control.

Access and Correction of Personal Information

You can review any personal information we collect about you. You may recommend changes to your personal information you believe is in error by submitting a written request that credibly shows the error. If you believe that your personal information is being used for a purpose other than what was intended when submitted, you may contact us. In all cases, we will take reasonable steps to verify your identity before granting access or making corrections. See Contact Information section.

CAP REFERENCE NUMBER: AWM2010-PCB-00273

Printed Date 12/3/2018



CALIFORNIA DEPARTMENT OF PESTICIDE REGULATION

1001 I STREET
SACRAMENTO, CALIFORNIA 95814

ISSUED: January 01, 2018
EXPIRES: December 31, 2019

**Pest Control Business - Main
LICENSE
LICENSE NO. 38808**

Invalid if insurance and/or qualified-person(s) lapse before expiration date.

Mailing Address

TREEBEARD LANDSCAPE, INC.
PO BOX 2777
SPRING VALLEY, CA 91979

Business Location

TREEBEARD LANDSCAPE, INC.
9917 CAMPO RD
SPRING VALLEY, CA 91979

POST THIS LICENSE PROMINENTLY IN PUBLIC VIEW
THIS LICENSE IS NOT TRANSFERABLE - ANY CHANGE IN OWNERSHIP REQUIRES A NEW LICENSE



DEPARTMENT OF PESTICIDE REGULATION
LICENSING/CERTIFICATION PROGRAM



QAL

QUALIFIED APPLICATOR LICENSE

LICENSE #: 101044

EXPIRES: 12/31/2020

Categories: BC

Issued: 1/1/2019

TIM HILLMAN
PO BOX 2777
SPRING VALLEY, CA, 91979



This License must be shown to any representative of the Director or Commissioner upon request.

Licensee Name	Type	Number	Issued or Renewed	Expiration Date	Address	City	County
FARIA, ZACHARY R	PCA	143406	01/01/2019	12/31/2020	PO BOX 369	GOSHEN	TULARE
FARIA, ZACHARY R	QAL	141278	01/01/2019	12/31/2020	PO BOX 369	GOSHEN	TULARE
FARIAS, ANGEL	QAL	140834	01/01/2019	12/31/2020	2770 LOCUST ST	SUTTER	SUTTER
FARIAS, NOE	QAL	134550	01/01/2019	12/31/2020	1180 OLYMPIC DR STE 207	CORONA	RIVERSIDE
FARIAS, RICARDO	QAC	131606	01/01/2019	12/31/2020	512 HUMMINGBIRD WAY	SUISUN	SOLANO
FARIAS, ROBERTO	QAL	140720	01/01/2019	12/31/2020	PO BOX 175	OROSI	TULARE
FARINHA, ROBERTA	QAL	130072	02/05/2019	12/31/2020	3443 MONTPELIER RD PO BOX 400	HICKMAN	STANISLAUS
FARIS, NATALIE A	DDA	146053	01/01/2019	12/31/2020	1680 SAMOA BLVD	ARCATA	HUMBOLDT
FARLEY, JOHN P	QAL	99466	01/01/2019	12/31/2020	816 BUENA TIERRA DR	WOODLAND	YOLO
FARMEN, MICHAEL	DDA	109690	01/01/2019	12/31/2020	7417 N GREGORY AVE	FRESNO	FRESNO
FARMER, JEFFERY E	QAL	97959	01/01/2019	12/31/2020	67536 LONG CANYON LN	DESERT HOT SPRINGS	RIVERSIDE
Farnsworth, Wayne E	QAL	139538	02/22/2019	12/31/2020	4962 Shenandoah St	Ventura	VENTURA
FARNUM, MATTHEW J	QAC	133613	01/01/2019	12/31/2020	1555 AVOCADO RD	OCEANSIDE	SAN DIEGO
FARR, BRUCE D	QAC	93925	01/16/2019	12/31/2020	320 HARVEST DR	WATSONVILLE	SANTA CRUZ
FARR, DREW P	QAC	144855	01/18/2019	12/31/2020	PO BOX 290	FAWNSKIN	SAN BERNAF
FARR, MITCHELL R	QAL	115745	01/01/2019	12/31/2020	27941 TEAL	MISSION VIEJO	ORANGE
FARRINGTON, RICK	QAC	120319	01/30/2019	12/31/2020	962 SWAN DR	MANTECA	SAN JOAQUIN
FARRINGTON, SUSAN P	QAC	124315	01/31/2019	12/31/2020	224 LORINDA DR	SUTTER CREEK	AMADOR
FASANELLO, CHANAAN P	QAL	136994	01/09/2019	12/31/2020	2212 NE ARAPAHOE CT	REDMOND	OUT OF STA
FASHBINDER, RICHARD A	QAC	81598	01/14/2019	12/31/2020	845 CRINELLA DR	PETALUMA	SONOMA
FASI, MARK C	QAC	129568	01/01/2019	12/31/2020	1733 CRINELLA DR	ST HELENA	NAPA
FASOLI, STUART J	QAC	87767	01/01/2019	12/31/2020	1366 W 2ND ST	SAN PEDRO	LOS ANGELE
FASSLER, JOHN M	PCA	125345	01/01/2019	12/31/2020	2118 LAURA CT.	HUGHSON	STANISLAUS
FAST, BEN R	QAL	139537	01/01/2019	12/31/2020	2039 WEGIS AVE	BAKERSFIELD	KERN
FAUCETT, TIMOTHY J	PCA	75356	01/30/2019	12/31/2020	12715 MATANZA RD	SAN DIEGO	SAN DIEGO
FAUCHER, JACOB E	QAL	146877	01/01/2019	12/31/2020	3855 LAFAGETTE ST	RIVERSIDE	RIVERSIDE
FAUGHT, CHRISTOPHER	QAC	86304	01/16/2019	12/31/2020	999 LAS PALMAS DR	SANTA CLARA	SANTA CLAR
FAULK, DAVID	QAC	132975	01/16/2019	12/31/2020	2801 LADD AVE	LIVERMORE	ALAMEDA
FAULK, INTA	QAL	146314	01/01/2019	12/31/2020	4669 JAMES AVE	CASTRO VALLEY	ALAMEDA

Tuesday, April 16, 2019



Nitra King® 21-2-4 with 2.0% Iron

DESCRIPTION: AN ALL-SEASON TURF & LANDSCAPE FERTILIZER WITH 4.4% NITRATE NITROGEN

GUARANTEED ANALYSIS:

TOTAL NITROGEN (N).....	21.00%
16.60% Ammoniacal Nitrogen	
4.40% Nitrate Nitrogen	
AVAILABLE PHOSPHATE (P ₂ O ₅).....	2.00%
SOLUBLE POTASH (K ₂ O).....	4.00%
Sulfur (S).....	14.00%
Iron (Fe).....	2.00%

Derived from ammonium sulfate nitrate, ammonium sulfate, monoammonium phosphate, sulfate of potash, and iron oxysulfate.



**KEEP OUT OF REACH OF CHILDREN
WARNING**

CAUSES EYE IRRITATION. MAY CAUSE RESPIRATORY IRRITATION.

PRECAUTIONARY STATEMENTS: Avoid breathing dust. Wash thoroughly after handling. Use only outdoors or in a well-ventilated area. Call a poison control center / doctor if you feel unwell.

FIRST AID: IF INHALED Remove person to fresh air and keep comfortable for breathing. **IF IN EYES** Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. If eye irritation persists get medical attention.

STORAGE AND DISPOSAL: STORAGE Store in a well-ventilated place. Keep container tightly closed. Store locked up.

DISPOSAL Dispose of contents / container in accordance with local / regional / national regulations.

BENEFITS: BEST Nitra King 21-2-4 with 2.0% Iron

- Contains homogeneous pellets for uniform nutrient distribution.
- Armed with 2.0% iron for dark green color.
- Provides a quick response and extended nutrient delivery with combination of ammoniacal and nitrate nitrogen.
- The iron in BEST Nitra King 21-2-4 with 2.0% Iron is part of a homogeneous pellet which virtually eliminates the possibility of staining valuable concrete walks, driveways, cart paths, mow strips, etc.

APPLICATION RATES:

	Lbs. of actual nitrogen desired per 1,000 sq. ft., 1,000 sq. ft.	Lbs. of BEST NITRA KING® 21-2-4 with 2.0% Iron to apply per 1,000 sq. ft.	Lbs. of BEST NITRA KING® 21-2-4 with 2.0% Iron to apply per acre
Turfgrass:	0.50	2.38	104
	0.75	3.75	156
	1.00*	4.76*	207*

*Recommended Rate

Apply every 4 to 6 weeks

PREPLANT: Broadcast 7 lbs. per 1,000 sq. ft. (300 lbs. per acre). **GROUND COVER:** Broadcast 5 lbs. per 1,000 sq. ft. (1/2 lb. per 100 sq. ft.).

FLOWERING SHRUBS & EVERGREENS: Sprinkle 1/4 cup evenly around dripline of plant and work into top 1 inch of soil.

TREES: Apply 1/2 lb. per 1 inch of trunk diameter. Distribute evenly under branches out to dripline.

NOTE: Liquid measuring cups are very close in estimating the weight of dry granular fertilizers. *Example:* An 8 oz. (1 cup) measuring cup holds approximately 8 oz. (1/2 lb.) of dry granular fertilizer.

PRODUCT COVERAGE:

**ONE 50 LB. BAG COVERS 10,500 SQ. FT.
4 - 50 LB. BAGS COVER 1 ACRE**

Based on the Recommended Turfgrass Rate.

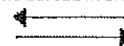
SPREADER SETTINGS:

Listed Settings Will

Approximately Apply the Recommended Turfgrass Rate.

BEST® Pro Spreader.....	5 1/2 B
Spyker / BEST® models 34, 44, 64.....	4.9
Scotts RBA (cone 6).....	P 1/2
Earthway.....	1B
Lesco.....	1B
Lely 1250 / Vicon.....	visit www.bestfertilizer.com

Rates are for spreading one time across in one direction



SGN 250

NOTE: Spreader settings are guidelines only. Spreaders should be checked for accuracy.

APPLICATION PRECAUTIONS:

- Apply to dry turf or foliage and irrigate thoroughly immediately after application.
- Iron and other plant nutrients can cause staining of sidewalks. Sweep walkways prior to irrigation.
- Walkways should be dry at time of application.
- Keep away from pools, ponds, etc. Do not contaminate potable water.

PACKAGE SIZE:

50 LB. (22.68 Kg.) BAGS

Warning: This product contains a chemical known to the State of California to cause cancer, birth defects or other reproductive harm. Proposition 65, the Safe Drinking Water and Toxic Enforcement Act of 1986, requires notification of potential exposure to substances identified by the State of California as causing cancer, birth defects or other reproductive harm.

Information regarding the contents and levels of metals in this product is available on the internet at <http://www.regulatory-info-ir.com>

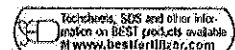
DISCLAIMER OF WARRANTIES: Seller warrants that the composition of this product conforms to the description given on the label. THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE. Timing, rate and method of application, weather and crop conditions, mixture not specifically recommended on this label or an accompanying written recommendation, are beyond the control of the seller. Buyer assumes all risks of use, storage and handling of this material not in strict accordance with directions given herewith. Buyer further agrees in the event of damages arising from the use of this product to accept a replacement of the product or a refund of the purchase price of the product, at buyer's option, as full discharge of seller's liability. No one is authorized to make any other warranty, guarantee or directions concerning this product, and no such warranties, guarantees or directions shall be valid or binding upon seller.

BEST® and Nitra King® are registered trademarks of J.R. Simplot Company.

ITEM# 827857_GHS_R6-10-2015



J.R. Simplot Company
Professional Products
P.O. Box 198 • Latrop, CA 95330 • (208)336-2110



Customer Service 800-992-6066

Best Nitra King 21-2-4-2.0 Fe

Safety Data Sheet

according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

SECTION 1: Identification

1.1. Identification

Product form : Mixture
Product name : Best Nitra King 21-2-4-2.0 Fe
Product code : M827857

1.2. Recommended use and restrictions on use

No additional information available

1.3. Supplier

JR Simplot Company
P.O. Box 70013
Boise, ID 83707
T 1-208-336-2110

1.4. Emergency telephone number

Emergency number : CHEMTREC 1-800-424-9300

SECTION 2: Hazard(s) Identification

2.1. Classification of the substance or mixture

GHS-US classification

Serious eye damage/eye irritation, Category 2B	H320	Causes eye irritation
Specific target organ toxicity — Single exposure, Category 3, Respiratory tract irritation	H335	May cause respiratory irritation

Full text of H statements : see section 16

2.2. GHS Label elements, including precautionary statements

GHS-US labelling

Hazard pictograms (GHS-US) :



Signal word (GHS-US) :

Warning

Hazard statements (GHS-US) :

H320 - Causes eye irritation
H335 - May cause respiratory irritation

Precautionary statements (GHS-US) :

P261 - Avoid breathing dust/fume/gas/mist/vapours/spray
P264 - Wash hands, forearms and face thoroughly after handling
P271 - Use only outdoors or in a well-ventilated area
P304+P340 - If inhaled: Remove person to fresh air and keep comfortable for breathing
P305+P351+P338 - If in eyes: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing
P312 - Call a poison center/doctor/... if you feel unwell
P337+P313 - If eye irritation persists: Get medical attention
P403+P233 - Store in a well-ventilated place. Keep container tightly closed
P405 - Store locked up
P501 - Dispose of contents/container to ...

2.3. Other hazards which do not result in classification

No additional information available

2.4. Unknown acute toxicity (GHS US)

Not applicable

SECTION 3: Composition/information on ingredients

3.1. Substance

Not applicable

Best Nitra King 21-2-4-2.0 Fe

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3.2. Mixture

Name	Product Identifier	%	GHS-US classification
ASN-26 26-0-0			Eye Irrit. 2B, H320 STOT SE 3, H335
ammonium sulfate	(CAS No) 7783-20-2		Eye Irrit. 2B, H320 STOT SE 3, H335
potassium sulfate	(CAS No) 7778-80-5		Not classified
Monoammonium Phosphate	(CAS No) 7722-76-1		Eye Irrit. 2B, H320 STOT SE 3, H335
Iron Oxysulfate			Eye Irrit. 2B, H320
wax (paraffins- petroleum)	(CAS No) 64771-72-8		Not classified

Full text of hazard classes and H-statements : see section 16

SECTION 4: First-aid measures

4.1. Description of first aid measures

- First-aid measures general : Never give anything by mouth to an unconscious person. If you feel unwell, seek medical advice (show the label where possible).
- First-aid measures after inhalation : Remove person to fresh air and keep comfortable for breathing. Remove victim to fresh air and keep at rest in a position comfortable for breathing. Call a POISON CENTER or doctor/physician if you feel unwell.
- First-aid measures after skin contact : Remove affected clothing and wash all exposed skin area with mild soap and water, followed by warm water rinse. Wash skin with plenty of water.
- First-aid measures after eye contact : IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Rinse eyes with water as a precaution.
- First-aid measures after ingestion : Rinse mouth. Do NOT induce vomiting. Obtain emergency medical attention. Call a poison center or a doctor if you feel unwell.

4.2. Most important symptoms and effects (acute and delayed)

- Potential adverse human health effects and symptoms : Based on available data, the classification criteria are not met.
- Symptoms/injuries after inhalation : May cause respiratory irritation.
- Symptoms/injuries after eye contact : Causes eye irritation.

4.3. Immediate medical attention and special treatment, if necessary

Treat symptomatically.

SECTION 5: Fire-fighting measures

5.1. Suitable (and unsuitable) extinguishing media

- Suitable extinguishing media : Foam, Dry powder, Carbon dioxide, Water spray, Sand,
- Unsuitable extinguishing media : Do not use a heavy water stream,

5.2. Specific hazards arising from the chemical

- Reactivity : The product is non-reactive under normal conditions of use, storage and transport.

5.3. Special protective equipment and precautions for fire-fighters

- Firefighting instructions : Use water spray or fog for cooling exposed containers. Exercise caution when fighting any chemical fire. Prevent fire-fighting water from entering environment.
- Protection during firefighting : Do not enter fire area without proper protective equipment, including respiratory protection. Do not attempt to take action without suitable protective equipment. Self-contained breathing apparatus. Complete protective clothing.

SECTION 6: Accidental release measures

6.1. Personal precautions, protective equipment and emergency procedures

6.1.1. For non-emergency personnel

- Emergency procedures : Ventilate spillage area. Evacuate unnecessary personnel.

6.1.2. For emergency responders

- Protective equipment : Do not attempt to take action without suitable protective equipment. Equip cleanup crew with proper protection. For further information refer to section 8: "Exposure controls/personal protection".
- Emergency procedures : Ventilate area.

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6.2. Environmental precautions

Avoid release to the environment. Prevent entry to sewers and public waters. Notify authorities if liquid enters sewers or public waters.

6.3. Methods and material for containment and cleaning up

Methods for cleaning up : Recover mechanically the product. On land, sweep or shovel into suitable containers. Minimize generation of dust. Store away from other materials.

Other information : Dispose of materials or solid residues at an authorized site.

6.4. Reference to other sections

See Heading 8. Exposure controls and personal protection, For further information refer to section 13.

SECTION 7: Handling and storage

7.1. Precautions for safe handling

Precautions for safe handling : Wear personal protective equipment. Wash hands and other exposed areas with mild soap and water before eating, drinking or smoking and when leaving work. Provide good ventilation in process area to prevent formation of vapour. Avoid breathing dust/fume/gas/mist/vapours/spray. Use only outdoors or in a well-ventilated area.

Hygiene measures : Do not eat, drink or smoke when using this product. Always wash hands after handling the product.

7.2. Conditions for safe storage, including any incompatibilities

Storage conditions : Keep only in the original container in a cool, well ventilated place away from : Keep container tightly closed. Store in a well-ventilated place. Keep cool,

Incompatible products : Strong bases. Strong acids.

Incompatible materials : Sources of ignition. Direct sunlight.

SECTION 8: Exposure controls/personal protection

8.1. Control parameters

Monoammonium Phosphate (7722-76-1)
Not applicable
potassium sulfate (7778-80-5)
Not applicable
Iron Oxysulfate
Not applicable
wax (paraffins- petroleum) (84771-72-8)
Not applicable
ASN-26 26-0-0
Not applicable
ammonium sulfate (7783-20-2)
Not applicable

8.2. Appropriate engineering controls

Appropriate engineering controls : Ensure good ventilation of the work station.

Environmental exposure controls : Avoid release to the environment.

8.3. Individual protection measures/Personal protective equipment

Personal protective equipment:

Avoid all unnecessary exposure.

Hand protection:

Wear protective gloves

Eye protection:

Chemical goggles or safety glasses, Safety glasses

Skin and body protection:

Wear suitable protective clothing

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Respiratory protection:

Wear appropriate mask

Other information:

Do not eat, drink or smoke during use.

SECTION 9: Physical and chemical properties

9.1. Information on basic physical and chemical properties

Physical state	: Solid
Appearance	: Granules,
Colour	: Multi-colored
Odour	: characteristic
Odour threshold	: No data available
pH	: No data available
Melting point	: No data available
Freezing point	: Not applicable
Boiling point	: No data available
Flash point	: Not applicable
Relative evaporation rate (butylacetate=1)	: No data available
Flammability (solid, gas)	: Non flammable.
Vapour pressure	: No data available
Relative vapour density at 20 °C	: No data available
Relative density	: Not applicable
Solubility	: Soluble,
Log Pow	: No data available
Auto-ignition temperature	: Not applicable
Decomposition temperature	: No data available
Viscosity, kinematic	: Not applicable
Viscosity, dynamic	: No data available
Explosive limits	: Not applicable
Explosive properties	: No data available
Oxidising properties	: No data available

9.2. Other information

No additional information available

SECTION 10: Stability and reactivity

10.1. Reactivity

The product is non-reactive under normal conditions of use, storage and transport.

10.2. Chemical stability

Not established.

10.3. Possibility of hazardous reactions

Not established.

10.4. Conditions to avoid

Direct sunlight. Extremely high or low temperatures.

10.5. Incompatible materials

Strong acids, Strong bases.

10.6. Hazardous decomposition products

fume, Carbon monoxide, Carbon dioxide.

SECTION 11: Toxicological information

11.1. Information on toxicological effects

Acute toxicity : Not classified

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Monoammonium Phosphate (7722-76-1)	
LD50 oral rat	5750 mg/kg (Rat)
LD50 dermal rat	> mg/kg
LD50 dermal rabbit	> 7940 mg/kg (Rabbit)
ATE US (oral)	5750 mg/kg bodyweight
potassium sulfate (7778-80-5)	
LD50 oral rat	6600 mg/kg (Rat)
ATE US (oral)	6600 mg/kg bodyweight
wax (paraffins- petroleum) (64771-72-8)	
LD50 oral rat	> 5000 mg/kg (Rat)
LD50 dermal rabbit	> 2000 mg/kg (Rabbit)
ammonium sulfate (7783-20-2)	
LD50 oral rat	2840 mg/kg (Rat)
LD50 dermal rat	> 2000 mg/kg
ATE US (oral)	2840 mg/kg bodyweight
Skin corrosion/irritation	: Not classified
Serious eye damage/irritation	: Causes eye irritation.
Respiratory or skin sensitisation	: Not classified
Germ cell mutagenicity	: Not classified
Carcinogenicity	: Not classified
Reproductive toxicity	: Not classified
Specific target organ toxicity (single exposure)	: May cause respiratory irritation.
Specific target organ toxicity (repeated exposure)	: Not classified
Aspiration hazard	: Not classified
Potential adverse human health effects and symptoms	: Based on available data, the classification criteria are not met.
Symptoms/injuries after inhalation	: May cause respiratory irritation.
Symptoms/injuries after eye contact	: Causes eye irritation.

SECTION 12: Ecological Information

12.1. Toxicity

Ecology - general : The product is not considered harmful to aquatic organisms or to cause long-term adverse effects in the environment.

Monoammonium Phosphate (7722-76-1)	
LC50 fish 1	155 ppm (96 h; <i>Pimephales promelas</i>)
potassium sulfate (7778-80-5)	
LC50 fish 1	1692.4 mg/l (96 h; <i>Alburnus alburnus</i>)
LC50 other aquatic organisms 1	> 1000 mg/l (96 h)
EC50 Daphnia 1	890 mg/l (48 h; <i>Daphnia magna</i> ; Static system)
LC50 fish 2	653 - 796 mg/l (96 h; <i>Lepomis macrochirus</i>)
EC50 Daphnia 2	1180 mg/l (96 h; Crustacea)
TLM fish 1	3550 ppm (96 h; <i>Lepomis sp.</i>)
Threshold limit other aquatic organisms 1	> 1000 mg/l (96 h)
Threshold limit algae 1	2900 mg/l (72 h; <i>Scenedesmus subspicatus</i>)
ammonium sulfate (7783-20-2)	
LC50 fish 1	126 mg/l (96 h; <i>Poecilia reticulata</i>)
EC50 Daphnia 1	202 mg/l (96 h; <i>Daphnia magna</i>)

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ammonium sulfate (7783-20-2)	
LC50 fish 2	250 - 480 mg/l (96 h; Brachydanio rerio)
EC50 Daphnia 2	433 mg/l (50 h; Daphnia magna)
TLM fish 1	1290 ppm (96 h; Gambusia affinis)

12.2. Persistence and degradability

Best Nitra King 21-2-4-2.0 Fe	
Persistence and degradability	Not established.

Monoammonium Phosphate (7722-76-1)	
Persistence and degradability	Biodegradability in water: no data available, Not established.

potassium sulfate (7778-80-5)	
Persistence and degradability	Biodegradability: not applicable. Not established.
Biochemical oxygen demand (BOD)	Not applicable
Chemical oxygen demand (COD)	Not applicable
ThOD	Not applicable
BOD (% of ThOD)	Not applicable

Iron Oxysulfate	
Persistence and degradability	Not established.

wax (paraffins- petroleum) (64771-72-8)	
Persistence and degradability	Readily biodegradable in water.

ASN-26 26-0-0	
Persistence and degradability	Not established.

ammonium sulfate (7783-20-2)	
Persistence and degradability	Biodegradability in water: no data available. Not established.

12.3. Bioaccumulative potential

Best Nitra King 21-2-4-2.0 Fe	
Bioaccumulative potential	Not established.

Monoammonium Phosphate (7722-76-1)	
Bioaccumulative potential	Not bioaccumulative. Not established.

potassium sulfate (7778-80-5)	
Bioaccumulative potential	Not bioaccumulative. Not established.

Iron Oxysulfate	
Bioaccumulative potential	Not established.

wax (paraffins- petroleum) (64771-72-8)	
Bioaccumulative potential	No bioaccumulation data available.

ASN-26 26-0-0	
Bioaccumulative potential	Not established.

ammonium sulfate (7783-20-2)	
Log Pow	-5.1
Bioaccumulative potential	Bioaccumulation: not applicable, Not established.

12.4. Mobility in soil

No additional information available

12.5. Other adverse effects

Effect on the global warming : No known effects from this product.
 GWPmix comment : No known effects from this product.

Other information : Avoid release to the environment.

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SECTION 13: Disposal considerations

13.1. Disposal methods

- Waste treatment methods : Dispose of contents/container in accordance with licensed collector's sorting instructions.
- Product/Packaging disposal recommendations : Dispose in a safe manner in accordance with local/national regulations.
- Ecology - waste materials : Avoid release to the environment.

SECTION 14: Transport information

Department of Transportation (DOT)

In accordance with DOT

Other information : No supplementary information available.

TDG

Transport by sea

Air transport

SECTION 15: Regulatory information

15.1. US Federal regulations

All components of this product are listed, or excluded from listing, on the United States Environmental Protection Agency Toxic Substances Control Act (TSCA) inventory except for:

Iron Oxysulfate	CAS No	%
wax (paraffins- petroleum)	CAS No 64771-72-8	%
ASN-26 26-0-0	CAS No	%

15.2. International regulations

CANADA

No additional information available

EU-Regulations

No additional information available

National regulations

No additional information available

15.3. US State regulations

California Proposition 65 - This product does not contain any substances known to the state of California to cause cancer, developmental and/or reproductive harm

SECTION 16: Other information

Other information : None,

Full text of H-statements:

H320	Causes eye irritation
H335	May cause respiratory irritation

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SDS US (GHS HazCom 2012)

Disclaimer: This information relates to the specific material designated and may not be valid for such material used in combination with any other materials or in any process. Such information is to the best of our knowledge and belief, accurate and reliable as of the date compiled. However, no representation, warranty or guarantee is made as to its accuracy, reliability or completeness. NO WARRANTY OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED, IS MADE CONCERNING THE INFORMATION HEREIN PROVIDED. It is the user's responsibility to satisfy himself as to the suitability and completeness of such information for his own particular use. We do not accept liability for any loss or damage that may occur from the use of this information nor do we offer warranty against patent infringement.



Triple Pro™ 15-15-15

DESCRIPTION: A 1 : 1 : 1 RATIO HOMOGENEOUS MULTI-USE FERTILIZER.

BENEFITS: BEST® TRIPLE-PRO 15-15-15:

- Contains all nutrients in each pellet (homogeneous) which prevents streaking due to particle segregation.
- Is a uniform 1:1:1 that contains equal amounts of Nitrogen, Phosphorus and Potassium plus Sulfur.
- Good all-around fertilizer for most applications.
- Contains high Phosphorus and Potash for excellent preplant results.

APPLICATION RATES:

	Lbs. of Actual N, P ₂ O ₅ , K ₂ O desired per 1,000 sq. ft.	Lbs. of Triple-Pro To Apply per 1,000 sq. ft.	Lbs. of Triple-Pro To Apply per Acre
Turfgrass:	.50	3.3	144
<i>*Recommended Rate</i>	.75	5.0	218
	1.00*	6.7	292



PREPLANT: Broadcast 13 ½ lbs. per 1,000 sq. ft. (590 lbs. per acre) cultivate into the top 4-6 inches of soil.

OVERSEEDING: Broadcast 7 lbs. per 1,000 sq. ft. (300 lbs. per acre).

GROUND COVER: Broadcast at 6 lbs. per 1,000 sq. ft.

SHRUBS & EVERGREENS: Sprinkle ¼ cup evenly around dripline of plant and work into top 1 inch of soil.

CITRUS & AVOCADO TREES: Make 3 applications per year (Feb.-Mar., June-July, and Oct.-Nov.).

Mature Trees: Apply 3 to 6 lbs. around the dripline of the tree.

Younger Trees: 4-6' high - 8 oz.; 2-4' high - 2 oz.; Newly planted - 1 Tblsp.

NOTE: Liquid measuring cups are very close in estimating the weight of dry granular fertilizers.

Example: an 8 oz. (1 cup) measuring cup holds approximately 8 oz. of dry granular fertilizer.

PRODUCT COVERAGE:

*Based on the Recommended
Turfgrass Rate*

**ONE 50-LB. BAG COVERS 7,500 SQ. FT.
5¼ - 50-LB. BAGS COVER 1 ACRE**

SPREADER SETTINGS:

Listed Settings Will

*Approximately Apply the
Recommended Rate.*

BEST® Pro	6B	←-----→
Spyker / BEST® Models 34, 44, 64	5.0	-----→
Earthway	16	
Lesco	Q½	
Scotts R-8A (Cone 6)	T½	
Lely 1250 / Vicon	visit www.bestfertilizer.com	

SGN 250

NOTE: Spreader settings are guidelines only. Spreaders should be checked for accuracy.

APPLICATIONS PRECAUTIONS:

- Apply to dry turf or foliage and irrigate thoroughly immediately after application.
- Plant nutrients can cause staining of some sidewalks. Sweep walkways prior to irrigation. Walkways should be dry at time of application.
- Keep away from pools, ponds, etc. Do not contaminate potable water.

GUARANTEED ANALYSIS:

TOTAL NITROGEN (N)	15.0%
13.5% Ammoniacal Nitrogen	
1.5% Urea Nitrogen	
AVAILABLE PHOSPHATE (P ₂ O ₅)	15.0%
SOLUBLE POTASH (K ₂ O)	15.0%
SULFUR (S)	9.0%
9.0% Combined Sulfur	

Derived from Ammonium Sulfate, Diammonium Phosphate, Urea and Muriate of Potash.

Information regarding the contents and levels of metals in this product is available on the Internet at <http://www.regulatory-info-jr.com>

PACKAGE SIZE: 50-LB. (22.68-Kg.) BAGS

74102BAG (PRO/TB R2-24-03)

**HANDLING PRECAUTIONS: CAUTION: KEEP OUT OF THE REACH OF CHILDREN.
MSDS - See Reverse HARMFUL IF SWALLOWED - DO NOT INHALE**

Products For: LANDSCAPE • GOLF COURSE • HORTICULTURE • LAWN CARE • SOD PRODUCTION

J.J. Simplot Company • P.O. Box 198, Lathrop, CA 95330 • Toll-Free (800) 992-6066 or (209) 858-2511 • Fax (209) 858-2519 • E-mail: best@simplot.com

Best Triple Pro 15-15-15

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SECTION 1: Identification

1.1. Identification

Product form : Mixture
Product name : Best Triple Pro 15-15-15
Product code : M74102

1.2. Relevant identified uses of the substance or mixture and uses advised against
No additional information available

1.3. Details of the supplier of the safety data sheet

JR Simplot Company
P.O. Box 70013
Boise, ID 83707
T 1-208-336-2110

1.4. Emergency telephone number

Emergency number : CHEMTREC 1-800-424-9300

SECTION 2: Hazard(s) Identification

2.1. Classification of the substance or mixture

GHS-US classification

Serious eye damage/eye irritation, Category 2B H320
Specific target organ toxicity — Single exposure, Category 3, Respiratory tract irritation H335

Full text of H statements : see section 16

2.2. Label elements

GHS-US labelling

Hazard pictograms (GHS-US)



GHS07

Signal word (GHS-US) : Warning
Contains : ammonium sulfate; Monoammonium Phosphate; urea; Sand
Hazard statements (GHS-US) : H320 - Causes eye irritation
H335 - May cause respiratory irritation
Precautionary statements (GHS-US) : P261 - Avoid breathing dust/fume/gas/mist/vapours/spray
P264 - Wash hands, forearms and face thoroughly after handling
P271 - Use only outdoors or in a well-ventilated area
P304+P340 - If inhaled: Remove person to fresh air and keep comfortable for breathing
P305+P351+P338 - If in eyes: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing
P312 - Call a poison center/doctor/... if you feel unwell
P337+P313 - If eye irritation persists: Get medical attention
P403+P233 - Store in a well-ventilated place. Keep container tightly closed
P405 - Store locked up
P501 - Dispose of contents/container to ... in accordance with local, regional, and national regulations

2.3. Other hazards

No additional information available

2.4. Unknown acute toxicity (GHS US)

Not applicable

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SECTION 3: Composition/Information on Ingredients

3.1. Substance

Not applicable

3.2. Mixture

Name	Product Identifier	%	GHS-US classification
ammonium sulfate	(CAS No) 7783-20-2		Eye Irrit. 2B, H320 STOT SE 3, H335
potassium chloride	(CAS No) 7447-40-7		Not classified
Monoammonium Phosphate	(CAS No) 7722-76-1		Eye Irrit. 2B, H320 STOT SE 3, H335
urea	(CAS No) 57-13-6		Skin Irrit. 2, H315 Eye Irrit. 2B, H320 STOT SE 3, H335
wax (paraffins- petroleum)	(CAS No) 64771-72-8		Not classified
Sand			STOT SE 3, H335

Full text of H-statements: see section 16

SECTION 4: First aid measures

4.1. Description of first aid measures

- First-aid measures general : Never give anything by mouth to an unconscious person. If you feel unwell, seek medical advice (show the label where possible).
- First-aid measures after inhalation : Remove victim to fresh air and keep at rest in a position comfortable for breathing. Call a POISON CENTER or doctor/physician if you feel unwell. Allow breathing of fresh air. Allow the victim to rest.
- First-aid measures after skin contact : Remove affected clothing and wash all exposed skin area with mild soap and water, followed by warm water rinse.
- First-aid measures after eye contact : IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Rinse immediately with plenty of water. Obtain medical attention if pain, blinking or redness persist.
- First-aid measures after ingestion : Rinse mouth. Do NOT induce vomiting. Obtain emergency medical attention.

4.2. Most important symptoms and effects, both acute and delayed

- Symptoms/injuries : Not expected to present a significant hazard under anticipated conditions of normal use.
- Symptoms/injuries after inhalation : May cause respiratory irritation.
- Symptoms/injuries after eye contact : Causes eye irritation.

4.3. Indication of any immediate medical attention and special treatment needed

No additional information available

SECTION 5: Firefighting measures

5.1. Extinguishing media

- Suitable extinguishing media : Foam, Dry powder, Carbon dioxide, Water spray, Sand.
- Unsuitable extinguishing media : Do not use a heavy water stream.

5.2. Special hazards arising from the substance or mixture

No additional information available

5.3. Advice for firefighters

- Firefighting instructions : Use water spray or fog for cooling exposed containers. Exercise caution when fighting any chemical fire. Prevent fire-fighting water from entering environment.
- Protection during firefighting : Do not enter fire area without proper protective equipment, including respiratory protection.

SECTION 6: Accidental release measures

6.1. Personal precautions, protective equipment and emergency procedures

6.1.1. For non-emergency personnel

- Emergency procedures : Evacuate unnecessary personnel.

6.1.2. For emergency responders

- Protective equipment : Equip cleanup crew with proper protection.
- Emergency procedures : Ventilate area.

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6.2. Environmental precautions

Prevent entry to sewers and public waters. Notify authorities if liquid enters sewers or public waters.

6.3. Methods and material for containment and cleaning up

Methods for cleaning up : On land, sweep or shovel into suitable containers. Minimize generation of dust. Store away from other materials.

6.4. Reference to other sections

See Heading 8, Exposure controls and personal protection.

SECTION 7: Handling and storage

7.1. Precautions for safe handling

Precautions for safe handling : Wash hands and other exposed areas with mild soap and water before eating, drinking or smoking and when leaving work. Provide good ventilation in process area to prevent formation of vapour. Avoid breathing dust/fume/gas/mist/vapours/spray. Use only outdoors or in a well-ventilated area.

7.2. Conditions for safe storage, including any incompatibilities

Storage conditions : Keep only in the original container in a cool, well ventilated place away from : Keep container tightly closed. Keep container closed when not in use.

Incompatible products : Strong bases, Strong acids.

Incompatible materials : Sources of ignition, Direct sunlight.

SECTION 8: Exposure controls/personal protection

8.1. Control parameters

ammonium sulfate (7783-20-2)
Not applicable
Monoammonium Phosphate (7722-76-1)
Not applicable
potassium chloride (7447-40-7)
Not applicable
urea (57-13-6)
Not applicable
wax (paraffins- petroleum) (64771-72-8)
Not applicable
Sand
Not applicable

8.2. Exposure controls

Personal protective equipment : Avoid all unnecessary exposure.

Hand protection : Wear protective gloves.

Eye protection : Chemical goggles or safety glasses.

Respiratory protection : Wear appropriate mask.

Other information : Do not eat, drink or smoke during use.

SECTION 9: Physical and chemical properties

9.1. Information on basic physical and chemical properties

Physical state : Solid
Appearance : Granules.
Colour : Light green
Odour : characteristic
Odour threshold : No data available
pH : 6 - 7

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Melting point	: No data available
Freezing point	: No data available
Boiling point	: No data available
Flash point	: No data available
Relative evaporation rate (butylacetate=1)	: No data available
Flammability (solid, gas)	: No data available
Explosive limits	: No data available
Explosive properties	: No data available
Oxidising properties	: No data available
Vapour pressure	: No data available
Relative density	: No data available
Relative vapour density at 20 °C	: No data available
Solubility	: Soluble, Water: Solubility in water of component(s) of the mixture : • ammonium sulfate: 77 g/100ml • Monoammonium Phosphate: 38 g/100ml • potassium chloride: 34 g/100ml • urea: 100 g/100ml • wax (paraffins- petroleum): insoluble
Log Pow	: No data available
Auto-ignition temperature	: No data available
Decomposition temperature	: No data available
Viscosity	: No data available
Viscosity, kinematic	: No data available
Viscosity, dynamic	: No data available

9.2. Other information

No additional information available

SECTION 10: Stability and reactivity

10.1. Reactivity

No additional information available

10.2. Chemical stability

Not established.

10.3. Possibility of hazardous reactions

Not established.

10.4. Conditions to avoid

Direct sunlight. Extremely high or low temperatures.

10.5. Incompatible materials

Strong acids. Strong bases.

10.6. Hazardous decomposition products

fume. Carbon monoxide. Carbon dioxide.

SECTION 11: Toxicological information

11.1. Information on toxicological effects

Acute toxicity : Not classified

ammonium sulfate (7783-20-2)	
LD50 oral rat	2840 mg/kg (Rat)
LD50 dermal rat	> 2000 mg/kg
ATE US (oral)	2840.000 mg/kg bodyweight
Monoammonium Phosphate (7722-76-1)	
LD50 oral rat	5750 mg/kg (Rat)
LD50 dermal rat	> mg/kg
LD50 dermal rabbit	> 7940 mg/kg (Rabbit)
ATE US (oral)	5750.000 mg/kg bodyweight

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potassium chloride (7447-40-7)	
LD50 oral rat	2600 mg/kg (Rat)
ATE US (oral)	2600.000 mg/kg bodyweight
urea (57-13-6)	
LD50 oral rat	8471 mg/kg (Rat; OECD 401: Acute Oral Toxicity; Literature study; 14300 mg/kg bodyweight, Rat; Experimental value)
LD50 dermal rat	> 3200 mg/kg (Rat; Literature study)
LD50 dermal rabbit	> 21000 mg/kg (Rabbit; Literature study)
ATE US (oral)	8471.000 mg/kg bodyweight
wax (paraffins- petroleum) (64771-72-8)	
LD50 oral rat	> 5000 mg/kg (Rat)
LD50 dermal rabbit	> 2000 mg/kg (Rabbit)

Skin corrosion/irritation	: Not classified pH: 6 - 7
Serious eye damage/irritation	: Causes eye irritation. pH: 6 - 7
Respiratory or skin sensitisation	: Not classified
Germ cell mutagenicity	: Not classified Based on available data, the classification criteria are not met
Carcinogenicity	: Not classified
Reproductive toxicity	: Not classified Based on available data, the classification criteria are not met
Specific target organ toxicity (single exposure)	: May cause respiratory irritation.
Specific target organ toxicity (repeated exposure)	: Not classified
Aspiration hazard	: Not classified
Potential adverse human health effects and symptoms	: Based on available data, the classification criteria are not met.
Symptoms/injuries after inhalation	: May cause respiratory irritation.
Symptoms/injuries after eye contact	: Causes eye irritation.

SECTION 12: Ecological Information

12.1. Toxicity

ammonium sulfate (7783-20-2)	
LC50 fish 1	126 mg/l (96 h; Poecilia reticulata)
EC50 Daphnia 1	202 mg/l (96 h; Daphnia magna)
LC50 fish 2	250 - 480 mg/l (96 h; Brachydanio rerio)
EC50 Daphnia 2	433 mg/l (50 h; Daphnia magna)
TLM fish 1	1290 ppm (96 h; Gambusia affinis)
Monoammonium Phosphate (7722-76-1)	
LC50 fish 1	155 ppm (96 h; Pimephales promelas)
potassium chloride (7447-40-7)	
LC50 fish 1	920 mg/l (96 h; Gambusia affinis; Static system)
EC50 Daphnia 1	630 mg/l (48 h; Ceriodaphnia dubia)
LC50 fish 2	2010 mg/l (96 h; Lepomis macrochirus; Static system)
EC50 Daphnia 2	660 mg/l (48 h; Daphnia magna)
Threshold limit algae 1	850 mg/l (72 h; Scenedesmus subspicatus)
Threshold limit algae 2	> 100 mg/l (72 h; Scenedesmus subspicatus; GLP)

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urea (57-13-6)	
LC50 fish 1	> 6810 mg/l (96 h; <i>Leuciscus idus</i> ; Nominal concentration)
EC50 Daphnia 1	> 10000 mg/l (48 h; <i>Daphnia magna</i> ; Nominal concentration)
LC50 fish 2	17500 mg/l (96 h; <i>Poecilia reticulata</i>)
EC50 Daphnia 2	> 10000 mg/l (24 h; <i>Daphnia magna</i>)
TLM fish 1	17500 ppm (96 h; <i>Poecilia reticulata</i>)
Threshold limit other aquatic organisms 1	120000 mg/l (16 h; Bacteria; Toxicity test)
Threshold limit other aquatic organisms 2	> 10000 mg/l (<i>Pseudomonas putida</i>)
Threshold limit algae 1	> 10000 mg/l (168 h; <i>Scenedesmus quadricauda</i> ; Growth rate)
Threshold limit algae 2	47 mg/l (192 h; <i>Microcystis aeruginosa</i> ; Growth rate)

12.2. Persistence and degradability

Best Triple Pro 15-15-15	
Persistence and degradability	Not established.
ammonium sulfate (7783-20-2)	
Persistence and degradability	Biodegradability in water: no data available. Not established.
Monoammonium Phosphate (7722-76-1)	
Persistence and degradability	Biodegradability in water: no data available. Not established.
potassium chloride (7447-40-7)	
Persistence and degradability	Biodegradability: not applicable. Not established.
Biochemical oxygen demand (BOD)	Not applicable
Chemical oxygen demand (COD)	Not applicable
ThOD	Not applicable
BOD (% of ThOD)	Not applicable
urea (57-13-6)	
Persistence and degradability	Inherently biodegradable. Hydrolysis in water. Not established.
ThOD	0,27 g O ₂ /g substance
wax (paraffins- petroleum) (64771-72-8)	
Persistence and degradability	Readily biodegradable in water.
Sand	
Persistence and degradability	Not established.

12.3. Bioaccumulative potential

Best Triple Pro 15-15-15	
Bioaccumulative potential	Not established.
ammonium sulfate (7783-20-2)	
Log Pow	-5,1
Bioaccumulative potential	Bioaccumulation: not applicable. Not established.
Monoammonium Phosphate (7722-76-1)	
Bioaccumulative potential	Not bioaccumulative. Not established.
potassium chloride (7447-40-7)	
Log Pow	-0,46 (Estimated value)
Bioaccumulative potential	Bioaccumulation: not applicable. Not established.
urea (57-13-6)	
BCF fish 1	1 (72 h; <i>Brachydanio rerio</i> ; Fresh water)
BCF other aquatic organisms 1	11700 (<i>Chlorella</i> sp.)
Log Pow	< -1,73 (Experimental value; EU Method A.8: Partition Coefficient)
Bioaccumulative potential	Bioaccumulation: not applicable. Not established.
wax (paraffins- petroleum) (64771-72-8)	
Bioaccumulative potential	No bioaccumulation data available.
Sand	
Bioaccumulative potential	Not established.

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12.4. **Mobility in soil**
No additional information available

12.5. **Other adverse effects**
Effect on the global warming : No known ecological damage caused by this product.
Other information : Avoid release to the environment.

SECTION 13: Disposal considerations

13.1. **Waste treatment methods**
Waste disposal recommendations : Dispose in a safe manner in accordance with local/national regulations.
Ecology - waste materials : Avoid release to the environment,

SECTION 14: Transport information

Department of Transportation (DOT)
In accordance with DOT
Not regulated for transport
TDG
No additional information available

Transport by sea
No additional information available

Air transport
No additional information available

SECTION 15: Regulatory information

15.1. US Federal regulations

ammonium sulfate (7783-20-2) Listed on the United States TSCA (Toxic Substances Control Act) inventory
Monoammonium Phosphate (7722-76-1) Listed on the United States TSCA (Toxic Substances Control Act) inventory
potassium chloride (7447-40-7) Listed on the United States TSCA (Toxic Substances Control Act) inventory
urea (57-13-6) Listed on the United States TSCA (Toxic Substances Control Act) inventory
Sand Not listed on the United States TSCA (Toxic Substances Control Act) inventory

15.2. **International regulations**
CANADA
No additional information available

EU-Regulations
No additional information available

National regulations
No additional information available

15.3. **US State regulations**
No additional information available

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SECTION 16: Other information

Data sources : REGULATION (EC) No 1272/2008 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 16 December 2008 on classification, labelling and packaging of substances and mixtures, amending and repealing Directives 67/548/EEC and 1999/45/EC, and amending Regulation (EC) No 1907/2006.

Other information : None.

Full text of H-statements:

H315	Causes skin irritation
H320	Causes eye irritation
H335	May cause respiratory irritation

SDS US (GHS HazCom 2012)

Disclaimer: This information relates to the specific material designated and may not be valid for such material used in combination with any other materials or in any process. Such information is to the best of our knowledge and belief, accurate and reliable as of the date compiled. However, no representation, warranty or guarantee is made as to its accuracy, reliability or completeness. NO WARRANTY OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED, IS MADE CONCERNING THE INFORMATION HEREIN PROVIDED. It is the user's responsibility to satisfy himself as to the suitability and completeness of such information for his own particular use. We do not accept liability for any loss or damage that may occur from the use of this information nor do we offer warranty against patent infringement.



Turf Supreme® 16-6-8

DESCRIPTION: THE NO. 1 TURF FOOD IN THE WEST!
A PREMIUM HOMOGENEOUS FERTILIZER.

GUARANTEED ANALYSIS:

TOTAL NITROGEN (N)	16.00%
16.00% Ammoniacal Nitrogen	16.00%
AVAILABLE PHOSPHATE (P ₂ O ₅)	6.00%
SOLUBLE POTASH (K ₂ O)	8.00%
Sulfur (S)	16.00%
Iron (Fe)	1.50%
Manganese (Mn)	0.20%

Derived from ammonium sulfate, monoammonium phosphate, muriate of potash, iron oxysulfate and manganese oxysulfate.



KEEP OUT OF REACH OF CHILDREN

WARNING

CAUSES EYE IRRITATION. MAY CAUSE RESPIRATORY IRRITATION.

PRECAUTIONARY STATEMENTS: Avoid breathing dust. Wash thoroughly after handling. Use only outdoors or in a well-ventilated area. Call a poison control center / doctor if you feel unwell.
FIRST AID: IF INHALED Remove person to fresh air and keep comfortable for breathing. IF IN EYES Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. If eye irritation persists get medical advice / attention.

STORAGE AND DISPOSAL: STORAGE Store in a well-ventilated place. Keep container tightly closed. Store locked up. DISPOSAL Dispose of contents / container in accordance with local / regional / national regulations.

BENEFITS: BEST® TURF SUPREME® 16-6-8

- is an approximate 4:1:2 ratio of nitrogen, phosphate and potash combined with sulfur, iron and manganese in a high quality homogeneous pellet.
- contains all nutrients in each pellet (homogeneous) which prevents streaking due to particle segregation, virtually eliminates iron staining of sidewalks, and produces very consistent and predictable results time after time.
- is the No. 1 turf fertilizer in the west!
- performs consistently on all varieties of turfgrass, and under all but the most severe climatic conditions.



APPLICATION RATES:

	Lbs. of Actual Nitrogen desired per 1,000 sq. ft.	Lbs. of BEST TURF SUPREME® 16-6-8 To Apply per 1,000 sq. ft.	Lbs. of BEST TURF SUPREME® 16-6-8 To Apply per Acre
TURFGRASS:			
Recommended Rate	0.50	3.13	136
	0.75	4.70	205
	1.00*	6.25*	272*

Application at the recommended rates will last approximately 4-5 weeks.

PREPLANT: Broadcast 7½ lbs. per 1,000 sq. ft. (325 lbs. per acre).

GROUND COVER: Broadcast 3 lbs. per 500 sq. ft. (20' x 25') of planting area.

SHRUBS & EVERGREENS: Sprinkle ¼ cup evenly around dripline of plant and work into top 1 inch of soil.

TREES: Apply ½ lb. per 1 inch of trunk diameter. Distribute evenly under branches out to dripline.

NOTE: Liquid measuring cups are very close in estimating the weight of dry granular fertilizers. Example: an 8 oz. (1 cup) measuring cup holds approximately 8 oz. (½ lb.) of dry granular fertilizer.

PRODUCT COVERAGE:

Based on the Recommended Turfgrass Rate.

ONE 50-LB. BAG COVERS 8,000 SQ. FT.
5½ - 50-LB. BAGS COVER 1 ACRE

SPREADER SETTINGS:

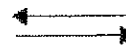
Listed Settings Will

Approximately Apply the

Recommended Turfgrass Rate.

BEST® Pro	5% B
Spyker / BEST® Model 34, 44, 64	5.1
Earthway	17
Lesco	18
Scotts R-8A (Cone 4)	M
Lely 1250 / Vicon	visit www.bestfertilizer.com

Rates are for spreading one time across in one direction



SGN 250

NOTE: Spreader settings are guidelines only. Spreaders should be checked for accuracy.

APPLICATION PRECAUTIONS:

- Apply to dry turf or foliage and irrigate thoroughly immediately after application.
- The iron in BEST Turf Supreme 16-6-8 is a part of a homogeneous pellet which virtually eliminates the possibility of staining concrete. Sweep walkways prior to irrigation. Walkways should be dry at time of application.
- Keep away from pools, ponds, etc. Do not contaminate potable water.
- In golf applications some "tracking" may occur in moist conditions.

PACKAGE SIZE:

50-LB. (22.68-Kg.) BAGS

Warning: This product contains a chemical known to the State of California to cause cancer, birth defects or other reproductive harm. Proposition 65, the Safe Drinking Water and Toxic Enforcement Act of 1986, requires notification of potential exposure to substances identified by the State of California as causing cancer, birth defects or other reproductive harm.

Information regarding the contents and levels of metals in this product is available on the Internet at <http://www.regulatory-info.fr.com>

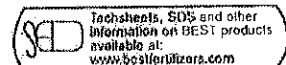
DISCLAIMER OF WARRANTIES: J.R. Simplot Company warrants that the composition of this product conforms to the description and is reasonably fit for the purpose as stated on the label only when used in accordance with label directions under normal conditions of use. This warranty is expressly in lieu of all other warranties and representations expressed, implied, or statutory, including warranties of merchantability and fitness for a particular use. Timing, rate and method of application, weather and crop conditions, and results not specifically recommended on the label or an accompanying written recommendation, are beyond the control of the seller. Buyer assumes all risks of use, storage and handling of this material not in strict accordance with directions given herewith. Buyer further agrees that, in the event of damages resulting from, but not limited to, weather or soil conditions, presence of other materials, or failure to follow label directions, responsibility will be assumed by the buyer or user, and to accept a replacement of the product or a refund of the purchase price of the product, at buyer's option, as full discharge of seller's liability. No one is authorized to make any other warranty, guarantee or direction concerning this product, and no such warranties, guarantees or directions shall be valid or binding upon seller.

BEST® is a registered trademark of J.R. Simplot Company.

ITEM# 74025_GNB_R9-25-2014



J.R. Simplot Company
Professional Products
P.O. Box 196 • Lakewood, CA 95330 • (208)336-2110



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SECTION 1: Identification

1.1. Identification

Product form : Mixture
Product name : Turf Supreme 16-6-8
Product code : M74025

1.2. Recommended use and restrictions on use

No additional information available

1.3. Supplier

JR Simplot Company
P.O. Box 70013
Boise, ID 83707
T 1-208-336-2110

1.4. Emergency telephone number

Emergency number : CHEMTREC 1-800-424-9300

SECTION 2: Hazard(s) Identification

2.1. Classification of the substance or mixture

GHS-US classification

Serious eye damage/eye irritation, Category 2B	H320	Causes eye irritation
Specific target organ toxicity — Single exposure, Category 3, Respiratory tract irritation	H335	May cause respiratory irritation

Full text of H statements : see section 16

2.2. GHS Label elements, including precautionary statements

GHS-US labelling

Hazard pictograms (GHS-US)



Signal word (GHS-US)

: Warning

Hazard statements (GHS-US)

: H320 - Causes eye irritation
H335 - May cause respiratory irritation

Precautionary statements (GHS-US)

: P261 - Avoid breathing dust/fume/gas/mist/vapours/spray
P264 - Wash hands, forearms and face thoroughly after handling
P271 - Use only outdoors or in a well-ventilated area
P304+P340 - If inhaled: Remove person to fresh air and keep comfortable for breathing
P305+P351+P338 - If in eyes: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing
P312 - Call a poison center/doctor/... if you feel unwell
P337+P313 - If eye irritation persists: Get medical attention
P403+P233 - Store in a well-ventilated place. Keep container tightly closed
P405 - Store locked up
P501 - Dispose of contents/container to ... specify in accordance with local/regional/national regulations

2.3. Other hazards which do not result in classification

No additional information available

2.4. Unknown acute toxicity (GHS US)

Not applicable

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SECTION 3: Composition/information on ingredients

3.1. Substance

Not applicable

3.2. Mixture

Name	Product identifier	%	GHS-US classification
ammonium sulfate	(CAS No) 7783-20-2		Eye Irrit. 2B, H320 STOT SE 3, H335
Monoammonium Phosphate	(CAS No) 7722-76-1		Eye Irrit. 2B, H320 STOT SE 3, H335
potassium chloride	(CAS No) 7447-40-7		Not classified
Iron Oxysulfate			Eye Irrit. 2B, H320
Manganese Oxysulfate			Eye Irrit. 2B, H320
Wax	(CAS No) 64771-72-8		Not classified

Full text of hazard classes and H-statements : see section 16

SECTION 4: First aid measures

4.1. Description of first aid measures

- First-aid measures general : Never give anything by mouth to an unconscious person. If you feel unwell, seek medical advice (show the label where possible).
- First-aid measures after inhalation : Remove person to fresh air and keep comfortable for breathing. Allow breathing of fresh air. Allow the victim to rest.
- First-aid measures after skin contact : Remove affected clothing and wash all exposed skin area with mild soap and water, followed by warm water rinse. Wash skin with plenty of water.
- First-aid measures after eye contact : Rinse immediately with plenty of water. Obtain medical attention if pain, blinking or redness persist. Rinse eyes with water as a precaution.
- First-aid measures after ingestion : Rinse mouth. Do NOT induce vomiting. Obtain emergency medical attention, Call a poison center or a doctor if you feel unwell.

4.2. Most important symptoms and effects (acute and delayed)

- Potential adverse human health effects and symptoms : Based on available data, the classification criteria are not met.
- Symptoms/injuries : Not expected to present a significant hazard under anticipated conditions of normal use.

4.3. Immediate medical attention and special treatment, if necessary

Treat symptomatically.

SECTION 5: Fire-fighting measures

5.1. Suitable (and unsuitable) extinguishing media

- Suitable extinguishing media : Foam, Dry powder, Carbon dioxide, Water spray, Sand.
- Unsuitable extinguishing media : Do not use a heavy water stream.

5.2. Specific hazards arising from the chemical

- Reactivity : The product is non-reactive under normal conditions of use, storage and transport.

5.3. Special protective equipment and precautions for fire-fighters

- Firefighting instructions : Use water spray or fog for cooling exposed containers. Exercise caution when fighting any chemical fire. Prevent fire-fighting water from entering environment.
- Protection during firefighting : Do not enter fire area without proper protective equipment, including respiratory protection. Do not attempt to take action without suitable protective equipment, Self-contained breathing apparatus, Complete protective clothing.

SECTION 6: Accidental release measures

6.1. Personal precautions, protective equipment and emergency procedures

6.1.1. For non-emergency personnel

- Emergency procedures : Ventilate spillage area. Evacuate unnecessary personnel.

6.1.2. For emergency responders

- Protective equipment : Do not attempt to take action without suitable protective equipment. Equip cleanup crew with proper protection. For further information refer to section 8: "Exposure controls/personal protection".

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Emergency procedures : Ventilate area.

6.2. Environmental precautions

Avoid release to the environment. Prevent entry to sewers and public waters. Notify authorities if liquid enters sewers or public waters.

6.3. Methods and material for containment and cleaning up

Methods for cleaning up : Recover mechanically the product. On land, sweep or shovel into suitable containers. Minimize generation of dust. Store away from other materials.

Other information : Dispose of materials or solid residues at an authorized site.

6.4. Reference to other sections

See Heading 8. Exposure controls and personal protection. For further information refer to section 13.

SECTION 7: Handling and storage

7.1. Precautions for safe handling

Precautions for safe handling : Ensure good ventilation of the work station. Wear personal protective equipment. Wash hands and other exposed areas with mild soap and water before eating, drinking or smoking and when leaving work. Provide good ventilation in process area to prevent formation of vapour.

Hygiene measures : Do not eat, drink or smoke when using this product. Always wash hands after handling the product.

7.2. Conditions for safe storage, including any incompatibilities

Storage conditions : Keep only in the original container in a cool, well ventilated place away from : Keep container closed when not in use. Store in a well-ventilated place. Keep cool.

Incompatible products : Strong bases, Strong acids.

Incompatible materials : Sources of ignition, Direct sunlight.

SECTION 8: Exposure controls/personal protection

8.1. Control parameters

ammonium sulfate (7783-20-2)
Not applicable
Monoammonium Phosphate (7722-70-1)
Not applicable
Wax (84771-72-8)
Not applicable
Iron Oxysulfate
Not applicable
Manganese Oxysulfate
Not applicable
potassium chloride (7447-40-7)
Not applicable

8.2. Appropriate engineering controls

Appropriate engineering controls : Ensure good ventilation of the work station.

Environmental exposure controls : Avoid release to the environment.

8.3. Individual protection measures/Personal protective equipment

Personal protective equipment:

Avoid all unnecessary exposure.

Hand protection:

Wear protective gloves

Eye protection:

Chemical goggles or safety glasses. Safety glasses

Skin and body protection:

Wear suitable protective clothing

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Respiratory protection:

Wear appropriate mask

Other information:

Do not eat, drink or smoke during use.

SECTION 9: Physical and chemical properties

9.1. Information on basic physical and chemical properties

Physical state	: Solid
Appearance	: Gray granules.
Colour	: Gray
Odour	: Odorless
Odour threshold	: No data available
pH	: No data available
Melting point	: No data available
Freezing point	: Not applicable
Boiling point	: No data available
Flash point	: Non-flammable
Relative evaporation rate (butylacetate=1)	: No data available
Flammability (solid, gas)	: Non flammable.
Vapour pressure	: No data available
Relative vapour density at 20 °C	: No data available
Relative density	: Not applicable
Density	: 63 lbs/ft ³
Solubility	: Water: 60 g/100ml
Log Pow	: No data available
Auto-ignition temperature	: Not applicable
Decomposition temperature	: No data available
Viscosity, kinematic	: Not applicable
Viscosity, dynamic	: No data available
Explosive limits	: Not applicable
Explosive properties	: No data available
Oxidising properties	: No data available

9.2. Other information

No additional information available

SECTION 10: Stability and reactivity

10.1. Reactivity

The product is non-reactive under normal conditions of use, storage and transport.

10.2. Chemical stability

Stable. Not established.

10.3. Possibility of hazardous reactions

Not established.

10.4. Conditions to avoid

Extremely high temperatures. Direct sunlight. Extremely high or low temperatures.

10.5. Incompatible materials

Oxidizing agent. Prolonged contact may cause oxidation of unprotected metals. Strong acids. Strong bases.

10.6. Hazardous decomposition products

Extremely high temperatures. The product may reach melting point and decompose to release NH₃, SO_x, PO_x, or CN. fume. Carbon monoxide. Carbon dioxide.

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SECTION 11: Toxicological Information

11.1. Information on toxicological effects

Acute toxicity : Not classified

ammonium sulfate (7783-20-2)	
LD50 oral rat	2840 mg/kg (Rat)
LD50 dermal rat	> 2000 mg/kg
ATE US (oral)	2840 mg/kg bodyweight
Monoammonium Phosphate (7722-76-1)	
LD50 oral rat	5750 mg/kg (Rat)
LD50 dermal rat	> mg/kg
LD50 dermal rabbit	> 7940 mg/kg (Rabbit)
ATE US (oral)	5750 mg/kg bodyweight
Manganese Oxysulfate	
LD50 oral rat	2150 mg/kg
ATE US (oral)	2150 mg/kg bodyweight
potassium chloride (7447-40-7)	
LD50 oral rat	2600 mg/kg (Rat)
ATE US (oral)	2600 mg/kg bodyweight

Skin corrosion/irritation : Not classified
 Serious eye damage/irritation : Causes eye irritation.
 Respiratory or skin sensitisation : Not classified
 Germ cell mutagenicity : Not classified
 Based on available data, the classification criteria are not met
 Carcinogenicity : Not classified
 Reproductive toxicity : Not classified
 Based on available data, the classification criteria are not met
 Specific target organ toxicity (single exposure) : May cause respiratory irritation,
 Specific target organ toxicity (repeated exposure) : Not classified
 Aspiration hazard : Not classified
 Potential adverse human health effects and symptoms : Based on available data, the classification criteria are not met.
 Symptoms/injuries : Not expected to present a significant hazard under anticipated conditions of normal use.

SECTION 12: Ecological Information

12.1. Toxicity

Ecology - general : The product is not considered harmful to aquatic organisms or to cause long-term adverse effects in the environment.

ammonium sulfate (7783-20-2)	
LC50 fish 1	126 mg/l (96 h; <i>Poecilia reticulata</i>)
EC50 Daphnia 1	202 mg/l (96 h; <i>Daphnia magna</i>)
LC50 fish 2	250 - 480 mg/l (96 h; <i>Brachydanio rerio</i>)
EC50 Daphnia 2	433 mg/l (50 h; <i>Daphnia magna</i>)
TLM fish 1	1290 ppm (96 h; <i>Gambusia affinis</i>)
Monoammonium Phosphate (7722-76-1)	
LC50 fish 1	155 ppm (96 h; <i>Pimephales promelas</i>)

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potassium chloride (7447-40-7)	
LC50 fish 1	920 mg/l (96 h; <i>Gambusia affinis</i> ; Static system)
EC50 Daphnia 1	630 mg/l (48 h; <i>Ceriodaphnia dubia</i>)
LC50 fish 2	2010 mg/l (96 h; <i>Lepomis macrochirus</i> ; Static system)
EC50 Daphnia 2	660 mg/l (48 h; <i>Daphnia magna</i>)
Threshold limit algae 1	850 mg/l (72 h; <i>Scenedesmus subspicatus</i>)
Threshold limit algae 2	> 100 mg/l (72 h; <i>Scenedesmus subspicatus</i> ; GLP)

12.2. Persistence and degradability

Turf Supreme 16-6-8	
Persistence and degradability	Not established.
ammonium sulfate (7783-20-2)	
Persistence and degradability	Biodegradability in water: no data available. Not established.
Monoammonium Phosphate (7722-78-1)	
Persistence and degradability	Biodegradability in water: no data available. Not established.
Wax (64771-72-8)	
Persistence and degradability	Not established.
Iron Oxsulfate	
Persistence and degradability	Not established.
potassium chloride (7447-40-7)	
Persistence and degradability	Biodegradability: not applicable. Not established.
Biochemical oxygen demand (BOD)	Not applicable
Chemical oxygen demand (COD)	Not applicable
ThOD	Not applicable
BOD (% of ThOD)	Not applicable

12.3. Bioaccumulative potential

Turf Supreme 16-6-8	
Bioaccumulative potential	Not established.
ammonium sulfate (7783-20-2)	
Log Pow	-5,1
Bioaccumulative potential	Bioaccumulation: not applicable. Not established.
Monoammonium Phosphate (7722-78-1)	
Bioaccumulative potential	Not bioaccumulative. Not established.
Wax (64771-72-8)	
Bioaccumulative potential	Not established.
Iron Oxsulfate	
Bioaccumulative potential	Not established.
potassium chloride (7447-40-7)	
Log Pow	-0,46 (Estimated value)
Bioaccumulative potential	Bioaccumulation: not applicable. Not established.

12.4. Mobility in soil

No additional information available

12.5. Other adverse effects

Effect on the global warming : No known effects from this product.
 GWPmix comment : No known effects from this product.

Other information : Avoid release to the environment.

Turf Supreme 16-6-8

Safety Data Sheet

according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

SECTION 13: Disposal considerations

13.1. Disposal methods

- Waste treatment methods : Dispose of contents/container in accordance with licensed collector's sorting instructions.
- Product/Packaging disposal recommendations : Dispose in a safe manner in accordance with local/national regulations.
- Ecology - waste materials : Avoid release to the environment.

SECTION 14: Transport information

Department of Transportation (DOT)

In accordance with DOT

Other information : No supplementary information available.

TDG

Transport by sea

Air transport

SECTION 15: Regulatory information

15.1. US Federal regulations

All components of this product are listed, or excluded from listing, on the United States Environmental Protection Agency Toxic Substances Control Act (TSCA) inventory except for:

	CAS No	%
Iron Oxysulfate		
Manganese Oxysulfate		

15.2. International regulations

CANADA

ammonium sulfate (7783-20-2)

Listed on the Canadian DSL (Domestic Substances List)

EU-Regulations

No additional information available

National regulations

No additional information available

15.3. US State regulations

California Proposition 65 - This product does not contain any substances known to the state of California to cause cancer, developmental and/or reproductive harm

SECTION 16: Other information

Data sources

: REGULATION (EC) No 1272/2008 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 16 December 2008 on classification, labelling and packaging of substances and mixtures, amending and repealing Directives 67/548/EEC and 1999/45/EC, and amending Regulation (EC) No 1907/2006.

Other information

: None.

Turf Supreme 16-6-8

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Full text of H-statements:

H320	Causes eye irritation
H335	May cause respiratory irritation

SDS US (GHS HazCom 2012)

Disclaimer: This information relates to the specific material designated and may not be valid for such material used in combination with any other materials or in any process. Such information is to the best of our knowledge and belief, accurate and reliable as of the date compiled. However, no representation, warranty or guarantee is made as to its accuracy, reliability or completeness. NO WARRANTY OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED, IS MADE CONCERNING THE INFORMATION HEREIN PROVIDED, it is the user's responsibility to satisfy himself as to the suitability and completeness of such information for his own particular use. We do not accept liability for any loss or damage that may occur from the use of this information nor do we offer warranty against patent infringement.



Super Turf™ 25-5-5 with GAL-Xe^{ONE}™ & Turf Supreme™

DESCRIPTION: A DRY-APPLICATION, CONTROLLED-RELEASE LANDSCAPE FERTILIZER WITH GAL-Xe^{ONE}™ (POLYMER-COATED UREA) AND TURF SUPREME™

GUARANTEED ANALYSIS:

TOTAL NITROGEN (N)	25.00%
10.60% Ammoniacal Nitrogen	
14.40% Urea Nitrogen*	
AVAILABLE PHOSPHATE (P ₂ O ₅)	5.00%
SOLUBLE POTASH (K ₂ O)	5.00%
Sulfur (S)	10.00%
Iron (Fe)	0.90%
Manganese (Mn)	0.10%

Derived from polymer-coated urea, ammonium sulfate, monoammonium phosphate, muriate of potash, iron oxysulfate and manganese oxysulfate. *14.40% slowly available urea nitrogen from polymer-coated urea.

KEEP OUT OF REACH OF CHILDREN

WARNING

CAUSES EYE IRRITATION.

PRECAUTIONARY STATEMENTS: Wash hands, forearms and face thoroughly after handling.

FIRST AID: IF IN EYES Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. If eye irritation persists get medical attention.

BENEFITS: BEST® Super Turf™ 25-5-5 with GAL-Xe^{ONE}™ and Turf Supreme™

- SUPERIOR BLEND: includes turf nutrients -- nitrogen, phosphate, potash, sulfur and iron -- in a virtually stain-resistant homogeneous pellet.
- EXTENDED NITROGEN FEEDING: 14.40% slowly available urea nitrogen from GAL-Xe^{ONE}™ (polymer-coated urea), which provides up to 12 weeks of turf response.
- DRY APPLICATION: Turf Supreme™ homogeneous N-P-K granules provide a watering window of up to 24 hours before there is a danger of turf burn.
- LABOR SAVING: longer-lasting, controlled-release nitrogen means fewer applications and a slower growth rate, requiring less mowing time.
- VERSATILE: proven technology that is ideal for schools, parks, cemeteries, golf courses and professional lawn care applications.

APPLICATION RATES:

	Lbs. of "N" to Apply per	Lbs. of BEST® Super Turf™ 25-5-5 with GAL-Xe ^{ONE} ™ and Turf Supreme™ to apply per 1,000 sq. ft.	Lbs. of BEST® Super Turf™ 25-5-5 with GAL-Xe ^{ONE} ™ and Turf Supreme™ to Apply per Acre
TURFGRASS:	1,000 sq. ft.		
	1.00	4.0	174
	1.25	5.0	218
	1.50*	6.0*	261*

*Recommended Rate

Application at the recommended rates will last approximately 10 to 12 weeks.

PREPLANT: Broadcast 6 lbs. per 1,000 sq. ft. (261 lbs. per acre).

GROUND COVER: Broadcast at 5 lbs. per 1,000 sq. ft. (1/2 lb. per 100 sq. ft.).

SHRUBS & EVERGREENS: Sprinkle 1/4 cup evenly around dripline of plant and work into top inch of soil.

TREES: Apply 1/3 lb. per 1 inch of trunk diameter. Distribute evenly under branches out to dripline.

NOT RECOMMENDED FOR NURSERY APPLICATION.

NOTE: Liquid measuring cups are very close in estimating the weight of dry granular fertilizers.

Example: an 8 oz. (1 cup) measuring cup holds approximately 8 oz. (1/2 lb.) of dry granular fertilizer.

PRODUCT COVERAGE:

Based on the Recommended Turfgrass Rate.

ONE 50 LB. BAG COVERS 8,300 SQ. FT.
5.2- 50 LB. BAGS COVER 1 ACRE

SPREADER SETTINGS:

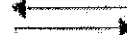
Listed Settings Will

Approximately Apply the

Recommended Turfgrass Rate.

BEST® Pro	5 1/8"
Spyker / BEST® Model 34, 44, 64	5"
Earthway	16"
Lesco	18"
Scotts R-8A (Cone 5)	0"
Lely 1250 / Vicon	visit www.bestfertilizer.com

Rates are for spreading
one time across in one direction



SGN 250

NOTE: Spreader settings are guidelines only. Spreaders should be checked for accuracy.

APPLICATIONS PRECAUTIONS:

- Iron and other plant nutrients can stain sidewalks. Sweep walkways prior to irrigation. Walkways should be dry at time of application.
- Keep away from pools, ponds, etc. Do not contaminate potable water.

PACKAGE SIZE:

50 LB. (22.68 Kg.) BAGS

Warning: This product contains a chemical known to the State of California to cause cancer, birth defects or other reproductive harm. Proposition 65, the Safe Drinking Water and Toxic Enforcement Act of 1986, requires notification of potential exposure to substances identified by the State of California as causing cancer, birth defects or other reproductive harm.

Information regarding the contents and levels of metals in this product is available on the internet at <http://www.regulatory-info-jr.com>

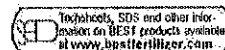
DISCLAIMER OF WARRANTIES J.R. Simplot Company warrants that the composition of this product conforms to the description and is reasonably fit for the purpose as stated on the label only when used in accordance with label directions under normal conditions of use. This warranty is expressly in lieu of all other warranties and representations expressed, implied, or statutory, including warranties of merchantability and fitness for a particular use. Timing, rate and method of application, weather and crop conditions, and mixtures not specifically recommended on this label or an accompanying written recommendation, are beyond the control of the seller. Buyer assumes all risks of use, storage and handling of this material not in strict accordance with directions given herewith. Buyer further agrees in the event of damages resulting from, but not limited to, weather or soil conditions, presence of other materials, or failure to follow label directions will be assumed by the Buyer or User; and to accept a replacement of the product or a refund of the purchase price of the product, at buyer's option, as full discharge of seller's liability. No one is authorized to make any other warranty, guarantee or directions concerning this product, and no such warranties, guarantees or directions shall be valid or binding upon seller.

Simplot® and BEST®, are registered trademarks of J.R. Simplot Company, Super Turf™, Turf Supreme™ and GAL-Xe^{ONE}™ are trademarks of J.R. Simplot Company.

ITEM# 75033_GHS_R12-30-15



J.R. Simplot Company
Professional Products
P.O. Box 188 • Latrop, CA 95330 • (209)336-2110



Customer Service 800-992-6066

Best Super Turf 25-5-5 with GAL-Xe ONE

Safety Data Sheet

according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

SECTION 1: Identification

1.1. Identification

Product form : Mixture
Product name : Best Super Turf 25-5-5 with GAL-Xe ONE
Product code : M75033

1.2. Recommended use and restrictions on use

No additional information available

1.3. Supplier

JR Simplot Company
P.O. Box 70013
Boise, ID 83707
T 1-208-336-2110

1.4. Emergency telephone number

Emergency number : CHEMTREC 1-800-424-9300

SECTION 2: Hazard(s) identification

2.1. Classification of the substance or mixture

GHS-US classification

Serious eye damage/eye irritation Category 2B H320 Causes eye irritation

Full text of H statements : see section 16

2.2. GHS Label elements, including precautionary statements

GHS-US labeling

Signal word (GHS-US) : Warning
Hazard statements (GHS-US) : H320 - Causes eye irritation
Precautionary statements (GHS-US) : P264 - Wash hands, forearms and face thoroughly after handling
P305+P351+P338 - If in eyes: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing
P337+P313 - If eye irritation persists: Get medical advice/attention

2.3. Other hazards which do not result in classification

No additional information available

2.4. Unknown acute toxicity (GHS US)

Not applicable

SECTION 3: Composition/information on ingredients

3.1. Substances

Not applicable

3.2. Mixtures

Name	Product identifier	%	GHS-US classification
Proprietary			Not classified

Full text of hazard classes and H-statements : see section 16

SECTION 4: First-aid measures

4.1. Description of first aid measures

First-aid measures general : Never give anything by mouth to an unconscious person. If you feel unwell, seek medical advice (show the label where possible).
First-aid measures after inhalation : Remove person to fresh air and keep comfortable for breathing. Allow victim to breathe fresh air. Allow the victim to rest.
First-aid measures after skin contact : Remove affected clothing and wash all exposed skin area with mild soap and water, followed by warm water rinse. Wash skin with plenty of water.

Best Super Turf 25-5-5 with GAL-Xe ONE

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First-aid measures after eye contact : IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Rinse eyes with water as a precaution.

First-aid measures after ingestion : Rinse mouth. Do NOT induce vomiting. Obtain emergency medical attention. Call a poison center/doctor/physician if you feel unwell.

4.2. Most important symptoms and effects (acute and delayed)

Potential Adverse human health effects and symptoms : Based on available data, the classification criteria are not met.

Symptoms/injuries after eye contact : Causes eye irritation.

4.3. Immediate medical attention and special treatment, if necessary

Treat symptomatically.

SECTION 5: Fire-fighting measures

5.1. Suitable (and unsuitable) extinguishing media

Suitable extinguishing media : Foam, Dry powder, Carbon dioxide, Water spray, Sand.

Unsuitable extinguishing media : Do not use a heavy water stream.

5.2. Specific hazards arising from the chemical

Reactivity : The product is non-reactive under normal conditions of use, storage and transport.

5.3. Special protective equipment and precautions for fire-fighters

Firefighting instructions : Use water spray or fog for cooling exposed containers. Exercise caution when fighting any chemical fire. Prevent fire-fighting water from entering environment.

Protection during firefighting : Do not enter fire area without proper protective equipment, including respiratory protection. Do not attempt to take action without suitable protective equipment. Self-contained breathing apparatus. Complete protective clothing.

SECTION 6: Accidental release measures

6.1. Personal precautions, protective equipment and emergency procedures

6.1.1. For non-emergency personnel

Emergency procedures : Ventilate spillage area. Evacuate unnecessary personnel.

6.1.2. For emergency responders

Protective equipment : Do not attempt to take action without suitable protective equipment. Equip cleanup crew with proper protection. For further information refer to section 8: "Exposure controls/personal protection".

Emergency procedures : Ventilate area.

6.2. Environmental precautions

Avoid release to the environment. Prevent entry to sewers and public waters. Notify authorities if liquid enters sewers or public waters.

6.3. Methods and material for containment and cleaning up

Methods for cleaning up : Recover mechanically the product. On land, sweep or shovel into suitable containers. Minimize generation of dust. Store away from other materials.

Other information : Dispose of materials or solid residues at an authorized site.

6.4. Reference to other sections

See Heading 8. Exposure controls and personal protection. For further information refer to section 13.

SECTION 7: Handling and storage

7.1. Precautions for safe handling

Precautions for safe handling : Ensure good ventilation of the work station. Wear personal protective equipment. Wash hands and other exposed areas with mild soap and water before eating, drinking or smoking and when leaving work. Provide good ventilation in process area to prevent formation of vapor.

Hygiene measures : Do not eat, drink or smoke when using this product. Always wash hands after handling the product.

7.2. Conditions for safe storage, including any incompatibilities

Storage conditions : Keep only in the original container in a cool, well ventilated place away from : Keep container closed when not in use. Store in a well-ventilated place. Keep cool.

Incompatible products : Strong bases. Strong acids.

Incompatible materials : Sources of ignition. Direct sunlight.

Best Super Turf 25-5-5 with GAL-Xe ONE

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according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

SECTION 8: Exposure controls/personal protection

8.1. Control parameters

Proprietary

Not applicable

8.2. Appropriate engineering controls

Appropriate engineering controls : Ensure good ventilation of the work station.
Environmental exposure controls : Avoid release to the environment.

8.3. Individual protection measures/Personal protective equipment

Personal protective equipment:

Avoid all unnecessary exposure.

Hand protection:

Wear protective gloves

Eye protection:

Chemical goggles or safety glasses, Safety glasses

Skin and body protection:

Wear suitable protective clothing

Respiratory protection:

Wear appropriate mask

Other information:

Do not eat, drink or smoke during use.

SECTION 9: Physical and chemical properties

9.1. Information on basic physical and chemical properties

Physical state : Solid
Appearance : Green and grey granules.
Color : Green Gray
Odor : There may be no odour warning properties, odour is subjective and inadequate to warn of overexposure.
Mixture contains one or more component(s) which have the following odour(s):
Odourless in moist air; Ammonia odour
Odor threshold : No data available
pH : No data available
Melting point : No data available
Freezing point : Not applicable
Boiling point : No data available
Flash point : Not applicable
Relative evaporation rate (butyl acetate=1) : No data available
Flammability (solid, gas) : Non flammable.
Vapor pressure : No data available
Relative vapor density at 20 °C : No data available
Relative density : Not applicable
Solubility : Soluble and slowly soluble, Polymer coating insoluble.
Log Pow : No data available
Auto-ignition temperature : Not applicable
Decomposition temperature : No data available
Viscosity, kinematic : Not applicable

Best Super Turf 25-5-5 with GAL-Xe ONE

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Viscosity, dynamic : No data available
Explosion limits : Not applicable
Explosive properties : No data available
Oxidizing properties : No data available

9.2. Other information

No additional information available

SECTION 10: Stability and reactivity

10.1. Reactivity

The product is non-reactive under normal conditions of use, storage and transport.

10.2. Chemical stability

Stable.

10.3. Possibility of hazardous reactions

Not established.

10.4. Conditions to avoid

Extremely high temperatures, Direct sunlight.

10.5. Incompatible materials

Oxidizing agent. Prolonged contact may cause oxidation of unprotected metals. Strong acids, Strong bases.

10.6. Hazardous decomposition products

The product may reach melting point and decompose to release NH₃, SO_x, PO_x, or CN. fume. Carbon monoxide. Carbon dioxide.

SECTION 11: Toxicological information

11.1. Information on toxicological effects

Acute toxicity : Not classified
Skin corrosion/irritation : Not classified
Serious eye damage/irritation : Causes eye irritation.
Respiratory or skin sensitization : Not classified
Germ cell mutagenicity : Not classified
Based on available data, the classification criteria are not met
Carcinogenicity : Not classified
Reproductive toxicity : Not classified
Based on available data, the classification criteria are not met
Specific target organ toxicity – single exposure : Not classified
Specific target organ toxicity – repeated exposure : Not classified
Aspiration hazard : Not classified
Potential Adverse human health effects and symptoms : Based on available data, the classification criteria are not met.
Symptoms/injuries after eye contact : Causes eye irritation.

SECTION 12: Ecological information

12.1. Toxicity

Ecology - general : The product is not considered harmful to aquatic organisms or to cause long-term adverse effects in the environment.

12.2. Persistence and degradability

Best Super Turf 25-5-5 with GAL-Xe ONE	
Persistence and degradability	Not established.
Proprietary	
Persistence and degradability	Not established.

Best Super Turf 25-5-5 with GAL-Xe ONE

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according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

12.3. Bioaccumulative potential

Best Super Turf 25-5-5 with GAL-Xe ONE	
Bioaccumulative potential	Not established.
Proprietary	
Bioaccumulative potential	Not established.

12.4. Mobility in soil

No additional information available

12.5. Other adverse effects

Effect on the global warming : No known effects from this product.

GWPmix comment : No known effects from this product.

Other information : Avoid release to the environment.

SECTION 13: Disposal considerations

13.1. Disposal methods

Waste treatment methods : Dispose of contents/container in accordance with licensed collector's sorting instructions.

Product/Packaging disposal recommendations : Dispose in a safe manner in accordance with local/national regulations.

Ecology - waste materials : Avoid release to the environment.

SECTION 14: Transport information

Department of Transportation (DOT)

In accordance with DOT

Other information : No supplementary information available.

TDG

Transport by sea

Air transport

SECTION 15: Regulatory information

15.1. US Federal regulations

Best Super Turf 25-5-5 with GAL-Xe ONE		
Not listed on the United States TSCA (Toxic Substances Control Act) inventory		
All components of this product are listed, or excluded from listing, on the United States Environmental Protection Agency Toxic Substances Control Act (TSCA) inventory except for:		
Proprietary	CAS No	%

15.2. International regulations

CANADA

Proprietary
Not listed on the Canadian DSL (Domestic Substances List)/NDSL (Non-Domestic Substances List)

EU-Regulations

No additional information available

National regulations

No additional information available

15.3. US State regulations

Best Super Turf 25-5-5 with GAL-Xe ONE

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according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

California Proposition 65 - This product does not contain any substances known to the state of California to cause cancer, developmental and/or reproductive harm

SECTION 16: Other information

Data sources : REGULATION (EC) No 1272/2008 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 16 December 2008 on classification, labeling and packaging of substances and mixtures, amending and repealing Directives 67/548/EEC and 1999/45/EC, and amending Regulation (EC) No 1907/2006.

Other information : None.

Full text of H-phrases:

H320	Causes eye irritation
------	-----------------------

SDS US (GHS HazCom 2012)

Disclaimer: This information relates to the specific material designated and may not be valid for such material used in combination with any other materials or in any process. Such information is to the best of our knowledge and belief, accurate and reliable as of the date compiled. However, no representation, warranty or guarantee is made as to its accuracy, reliability or completeness. NO WARRANTY OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED, IS MADE CONCERNING THE INFORMATION HEREIN PROVIDED. It is the user's responsibility to satisfy himself as to the suitability and completeness of such information for his own particular use. We do not accept liability for any loss or damage that may occur from the use of this information nor do we offer warranty against patent infringement.

ATTENTION:

This specimen label is provided for general information only.

- This pesticide product may not yet be available or approved for sale or use in your area.
- It is your responsibility to follow all Federal, state and local laws and regulations regarding the use of pesticides.
- Before using any pesticide, be sure the intended use is approved in your state or locality.
- Your state or locality may require additional precautions and instructions for use of this product that are not included here.
- Monsanto does not guarantee the completeness or accuracy of this specimen label. The information found in this label may differ from the information found on the product label. You must have the EPA approved labeling with you at the time of use and must read and follow all label directions.
- You should not base any use of a similar product on the precautions, instructions for use or other information you find here.
- Always follow the precautions and instructions for use on the label of the pesticide you are using.

21225H2-13

PRO

Herbicide

Ranger PRO herbicide is a complete broad-spectrum postemergence professional herbicide for industrial, turf and ornamental weed control.

Complete Directions for Use

EPA Reg. No. 524-517

2010-1

AVOID CONTACT OF HERBICIDE WITH FOLIAGE, STEMS, EXPOSED NON-WOODY ROOTS OR FRUIT OF CROPS, DESIRABLE PLANTS AND TREES, BECAUSE SEVERE INJURY OR DESTRUCTION IS LIKELY TO RESULT.

Read the entire label before using this product.

Use only according to label instructions.

Not all products listed in this label are registered for use in California. Check the registration status of each product in California before using.

Read the "LIMIT OF WARRANTY AND LIABILITY" statement at the end of the label before buying or using. If terms are not acceptable, return at once unopened.

THIS IS AN END-USE PRODUCT. MONSANTO DOES NOT INTEND AND HAS NOT REGISTERED IT FOR REFORMULATION. SEE INDIVIDUAL CONTAINER LABEL FOR REPACKAGING LIMITATIONS.

1.0 INGREDIENTS

ACTIVE INGREDIENT:

*Glyphosate, N-(phosphonomethyl)glycine,
in the form of its isopropylamine salt 41.0%
OTHER INGREDIENTS (including surfactant): 59.0%
100.0%

*Contains 480 grams per liter or 4 pounds per U.S. gallon of the active ingredient glyphosate, in the form of its isopropylamine salt. Equivalent to 356 grams per liter or 3 pounds per U.S. gallon of the acid, glyphosate.

This product is protected by U.S. Patent Nos. 5,683,958; 5,703,015; 6,063,733; 6,121,199; 6,121,200. No license granted under any non-U.S. patent(s).

2.0 IMPORTANT PHONE NUMBERS

FOR PRODUCT INFORMATION OR ASSISTANCE IN USING THIS PRODUCT,
CALL TOLL-FREE, 1-800-332-3111.

IN CASE OF AN EMERGENCY INVOLVING THIS PRODUCT, OR FOR MEDICAL ASSISTANCE,
CALL COLLECT, DAY OR NIGHT, (314)-694-4000.

3.0 PRECAUTIONARY STATEMENTS

3.1 Hazards to Humans and Domestic Animals

Keep out of reach of children.

CAUTION!

CAUSES EYE IRRITATION.

Avoid contact with eyes or clothing.

FIRST AID: Call a poison control center or doctor for treatment advice.

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.

- Have the product container or label with you when calling a poison control center or doctor, or going for treatment.
- You may also contact (314) 694-4000, collect day or night, for emergency medical treatment information.
- This product is identified as Ranger PRO® herbicide, EPA Registration No. 524-517.

DOMESTIC ANIMALS: This product is considered to be relatively nontoxic to dogs and other domestic animals; however, ingestion of this product or large amounts of freshly sprayed vegetation may result in temporary gastrointestinal irritation (vomiting, diarrhea, colic, etc.). If such symptoms are observed, provide the animal with plenty of fluids to prevent dehydration. Call a veterinarian if symptoms persist for more than 24 hours.

Personal Protective Equipment (PPE)

Applicators and other handlers must wear: long-sleeved shirt and long pants, shoes plus socks. Follow manufacturer's instructions for cleaning/maintaining Personal Protective Equipment. If there are no such instructions for washables, use detergent and hot water. Keep and wash PPE separately from other laundry.

Discard clothing and other absorbent materials that have been drenched or heavily contaminated with this product's concentrate. Do not reuse them.

When handlers use closed systems, enclosed cabs or aircraft in a manner that meets the requirements listed in 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.

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.

3.2 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. Do not contaminate water when cleaning equipment or disposing of equipment washwaters.

3.3 Physical or Chemical Hazards

Mix, store and apply spray solutions of this product using only stainless steel, fiberglass, plastic or plastic-lined steel containers.

DO NOT MIX, STORE OR APPLY THIS PRODUCT OR SPRAY SOLUTIONS OF THIS PRODUCT IN GALVANIZED STEEL OR UNLINED STEEL (EXCEPT STAINLESS STEEL) CONTAINERS OR SPRAY TANKS. This product or spray solutions of this product react with such containers and tanks to produce hydrogen gas which may form a highly combustible gas mixture. This gas mixture could flash or explode, causing serious personal injury, if ignited by open flame, spark, welder's torch, lighted cigarette or other ignition source.

DIRECTIONS FOR USE

It is a violation of Federal law to use this product in any manner inconsistent with its labeling. This product can only be used in accordance with the Directions for Use on this label or in separately published Monsanto Supplemental Labeling or Fact Sheets. Supplemental labeling can be found on the Internet at www.agrian.com, www.cdms.net or www.greenbook.net websites or obtained by contacting your Authorized Monsanto Retailer or Monsanto Company Representative.

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 regulations.

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 4 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 greater than 14 mils in thickness composed of materials such as butyl rubber, natural rubber, neoprene rubber, or nitrile rubber, shoes plus socks.

Non-Agricultural Use Requirements

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

Keep people and pets off treated areas until spray solution has dried.

4.0 STORAGE AND DISPOSAL

Proper pesticide storage and disposal are essential to protect against exposure to people and the environment due to leaks and spills, excess product or waste, and vandalism. Do not allow this product to contaminate water, foodstuffs, feed or seed by storage or disposal.

PESTICIDE STORAGE: Store pesticides away from food, pet food, feed, seed, fertilizers, and veterinary supplies. Keep container closed to prevent spills and contamination.

PESTICIDE DISPOSAL: To avoid wastes, use all material in this container, including residue, by application in accordance with label directions. If wastes cannot be avoided, offer remaining product to a waste disposal facility or pesticide disposal program. Such programs are often run by state or local governments or by industry. All disposal must be in accordance with applicable Federal, State and local procedures.

See container label for container handling and disposal instructions and for refilling limitations.

5.0 PRODUCT INFORMATION

Product Description: This product is a postemergence, systemic herbicide with no residual soil activity. It gives broad-spectrum control of many annual weeds, perennial weeds, woody brush and trees. It is formulated as a water-soluble liquid containing surfactant and no additional surfactant is needed or recommended. It may be applied through standard equipment after dilution and mixing with water or other carriers according to label instructions.

Time to Symptoms: This product moves through the plant from the point of foliage contact to and into the root system. Visible effects are a gradual wilting and yellowing of the plant which advances to complete browning of above-ground growth and deterioration of underground plant parts. Effects are visible on most annual weeds within 2 to 4 days, but on most perennial weeds may not occur for 7 days or more. Extremely cool or cloudy weather following treatment may slow activity of this product and delay development of visual symptoms.

Stage of Weeds: Annual weeds are easiest to control when they are small. Best control of most perennial weeds is obtained when treatment is made at late growth stages approaching maturity. See the "WEEDS CONTROLLED" sections of this label for specific weed rates.

Always use the higher product application rate in the range when weed growth is heavy or dense, or when weeds are growing in an undisturbed (non-cultivated) area. Reduced

weed control may result from treating weeds with disease or insect damage, weeds heavily covered with dust, or weeds under poor growing conditions.

Mode of Action in Plants: The active ingredient in this product inhibits an enzyme found only in plants and microorganisms that is essential to formation of specific amino acids.

Cultural Considerations: Reduced control may result when applications are made to annual or perennial weeds that have been mowed, grazed or cut, and have not been allowed to regrow to the appropriate stage for treatment.

Rainfastness: Heavy rainfall soon after application may wash this product off of the foliage and a repeat application may be required for adequate control.

Spray Coverage: For best results, ensure spray coverage is uniform and complete. Do not spray foliage to the point of runoff.

No Soil Activity: Weeds must be emerged at the time of application to be controlled by this product. Weeds germinating from seed after application will not be controlled. Unemerged plants arising from unattached underground rhizomes or rootstocks of perennials will not be affected by the herbicide and will continue to grow.

Maximum Application Rates: The maximum application or use rates stated throughout this label are given in units of volume (fluid ounces or quarts) of this product per acre. However, the maximum allowed application rates apply to this product combined with the use of any and all other herbicides containing the active ingredient glyphosate, whether applied separately or as tank mixtures, on a basis of total pounds of glyphosate (acid equivalents) per acre. If more than one glyphosate-containing product is applied to the same site within the same year, you must ensure that the total use of glyphosate (pounds acid equivalents) does not exceed the maximum allowed. The combined total of all treatments must not exceed 10.6 quarts of this product (10.6 pounds of glyphosate acid) per acre per year. See the "INGREDIENTS" section of this label for necessary product information.

ATTENTION

AVOID CONTACT OF HERBICIDE WITH FOLIAGE, STEMS, EXPOSED NON-WOODY ROOTS OR FRUIT OF CROPS, DESIRABLE PLANTS AND TREES, BECAUSE SEVERE INJURY OR DESTRUCTION MAY RESULT.

AVOID DRIFT. EXTREME CARE MUST BE USED WHEN APPLYING THIS PRODUCT TO PREVENT INJURY TO DESIRABLE PLANTS AND CROPS.

Do not allow the herbicide solution to mist, drip, drift or splash onto desirable vegetation since minute quantities of this product can cause severe damage or destruction to the crop, plants or other areas on which treatment was not intended. The likelihood of injury occurring from the use of this product increases when winds are gusty, as wind velocity increases, when wind direction is constantly changing or when there are other meteorological conditions that favor spray drift. When spraying, avoid combinations of pressure and nozzle type that will result in splatter or fine particles (mist) that are likely to drift. **AVOID APPLYING AT EXCESSIVE SPEED OR PRESSURE.**

NOTE: Use of this product in any manner not consistent with this label may result in injury to persons, animals or crops, or other unintended consequences.

5.1 Weed Resistance Management

GROUP	9	HERBICIDE
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Glyphosate, the active ingredient in this product, is a Group 9 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 9 herbicides. Weed species resistant to Group 9 herbicides may be effectively managed utilizing another herbicide from a different Group or using other cultural or mechanical practices.

To minimize the occurrence of glyphosate resistant biotypes observe the following good weed management practices:

- Scout your application site before and after herbicide applications.
- Control weeds early when they are relatively small.
- Incorporate other herbicides and cultural or mechanical practices as part of your weed control system where appropriate.
- Utilize the label rate for the most difficult weed in the site. Avoid tank-mixtures with other herbicides that reduce this product's efficacy (through antagonism) or tank mixtures which encourage rates of this product below the labeled amounts.
- Control weed escapes and prevent weeds from setting seeds.
- Clean equipment before moving from site to site to minimize spread of weed seed.
- Use new commercial seed as free of weed seed as possible.
- Report any incidence of repeated non-performance of this product on a particular weed to your Monsanto representative, local retailer, or county extension agent.

5.2 Management for Glyphosate Resistant Weed Biotypes

NOTE: Appropriate testing is critical in order to confirm weed resistance to glyphosate. Contact your Monsanto representative to determine if resistance has been confirmed to any particular weed biotype in your area. Control instructions for biotypes confirmed as resistant to glyphosate are made available on separately published supplemental

labeling or Fact Sheets for this product and may be obtained from your local retailer or Monsanto representative.

Since the occurrence of new glyphosate resistant weeds cannot be determined until after product use and scientific confirmation, Monsanto Company is not responsible for any losses that may result from the failure of this product to control glyphosate resistant weed biotypes.

The following good weed management practices are encouraged to reduce the spread of confirmed glyphosate resistant biotypes:

- If a naturally occurring resistant biotype is present at your site, this product may be tank-mixed or applied sequentially with an appropriately labeled herbicide with a different mode of action to achieve control.
- Cultural and mechanical control practices may also be used as appropriate.
- Scout treated sites after herbicide applications and control escapes of resistant biotypes before they set seed.
- Thoroughly clean equipment before leaving sites known to contain resistant biotypes.

6.0 MIXING

Mix, store and apply spray solutions of this product using only clean stainless steel, fiberglass, plastic or plastic-lined steel containers.

DO NOT MIX, STORE OR APPLY THIS PRODUCT OR SPRAY SOLUTIONS OF THIS PRODUCT IN GALVANIZED STEEL OR UNLINED STEEL (EXCEPT STAINLESS STEEL) CONTAINERS OR SPRAY TANKS.

Use caution to avoid siphoning back into the carrier source. Use approved anti-back-siphoning devices where required by state or local regulations.

Clean sprayer parts immediately after using this product by thoroughly flushing with water.

NOTE: REDUCED RESULTS MAY OCCUR IF WATER CONTAINING SOIL IS USED, VISIBLY MUDDY WATER OR WATER FROM PONDS AND DITCHES THAT IS NOT CLEAR.

6.1 Mixing with Water

This product mixes readily with water. Mix spray solutions of this product as follows: Fill the mixing or spray tank with the required amount of clean water. Add the labeled amount of this product near the end of the filling process and mix gently (well). During mixing and application, foaming of the spray solution may occur. To prevent or minimize foam, avoid the use of mechanical agitators, terminate by-pass and return lines at the bottom of the tank and, if needed, use an approved anti-foam or defoaming agent.

6.2 Tank Mixtures

~~This product does not provide residual weed control. This product may be tank-mixed with other herbicides to provide residual weed control, a broader weed control spectrum or an alternate mode of action. Always read and follow label directions for all products in the tank mixture. Use according to the most restrictive precautionary statements for each product in the mixture. Any labeled rate of this product may be used in a tank mix.~~

When this label describes a tank mixture with a generic active ingredient such as diuron, 2,4-D or dicamba, the user is responsible for ensuring the mixture product label allows the specific application.

~~Buyer and all users are responsible for all loss or damage in connection with the use or handling of mixtures of this product with herbicides or other materials that are not expressly listed in this label. Mixing this product with herbicides or other materials not identified on this label may result in reduced performance.~~

6.3 Tank Mixing Procedure

When tank mixing, read and carefully observe label directions, cautionary statements and all information on the labels of all products used. Add the tank-mix product to the tank as directed by the label. Maintain agitation and add the labeled amount of this product.

Maintain good agitation at all times until the contents of the tank are sprayed. If the spray mixture is allowed to settle, thorough agitation may be required to resuspend the mixture before spraying is resumed.

Keep by-pass line on or near the bottom of the tank to minimize foaming. Screen size in nozzle or line strainers should be no finer than 50-mesh.

Always predetermine the compatibility of labeled tank mixtures of this product with water carrier by mixing small proportional quantities in advance. Ensure that the specific tank mixture product is registered for application at the desired site.

Refer to the "Tank Mixtures" section for additional precautions.

6.4 Mixing Percent Solutions

Prepare the desired volume of spray solution by mixing the amount of this product in water as shown in the following table:

Spray Solution

Desired Volume	Amount of Ranger PRO Herbicide					
	1/2%	1%	1-1/2%	2%	5%	10%
1 gal	2/3 oz	1-1/3 oz	2 oz	2-2/3 oz	6-1/2 oz	13 oz
25 gal	1 pt	1 qt	1-1/2 qt	2 qt	5 qt	10 qt
100 gal	2 qt	1 gal	1-1/2 gal	2 gal	5 gal	10 gal

2 tablespoons = 1 fluid ounce

For use in backpack, knapsack or pump-up sprayers, it is suggested that the labeled amount of this product be mixed with water in a larger container. Fill sprayer with the mixed solution.

6.5 Surfactants

Monionic surfactants which are labeled for use with herbicides may be used. Do not reduce rates of this product when adding surfactant. When adding additional surfactant, use 0.5 percent surfactant concentration (2 quarts per 100 gallons of spray solution) when using surfactants which contain at least 70 percent active ingredient or a 1 percent surfactant concentration (4 quarts per 100 gallons of spray solution) for those surfactants containing less than 70 percent active ingredient. Read and carefully observe surfactant cautionary statements and other information appearing on the surfactant label.

6.6 Colorants or Dyes

Approved colorants or marking dyes may be added to this product. Colorants or dyes used in spray solutions of this product may reduce performance, especially at lower rates or dilution. Use colorants or dyes according to the manufacturer's instructions.

6.7 Drift Control Additives

Drift reduction additives may be used with all equipment types, except wiper applicators, and sponge bars. When a drift reduction additive is used, read and carefully observe precautionary statements and all other information appearing on the additive label. The use of drift reduction additives can affect spray coverage which may result in reduced performance.

7.0 APPLICATION EQUIPMENT AND TECHNIQUES

Do not apply this product through any type of irrigation system.

APPLY THESE SPRAY SOLUTIONS IN PROPERLY MAINTAINED AND CALIBRATED EQUIPMENT CAPABLE OF DELIVERING DESIRED VOLUMES.

SPRAY DRIFT MANAGEMENT

AVOID DRIFT. EXTREME CARE MUST BE USED WHEN APPLYING THIS PRODUCT TO PREVENT INJURY TO DESIRABLE VEGETATION.

Do not allow the herbicide solution to mist, drip, drift or splash onto desirable vegetation since minute quantities of this product can cause severe damage or destruction to the crop, plants or other areas on which treatment was not intended.

Avoiding spray drift at the application site is the responsibility of the applicator. The interaction of many equipment- and weather-related factors determines the potential for spray drift. The applicator and/or the grower is responsible for considering all these factors when making decisions.

7.1 Aerial Equipment

DO NOT APPLY THIS PRODUCT USING AERIAL SPRAY EQUIPMENT EXCEPT UNDER CONDITIONS AS SPECIFIED WITHIN THIS LABEL.

FOR AERIAL APPLICATION IN CALIFORNIA, REFER TO THE FEDERAL SUPPLEMENTAL LABEL FOR AERIAL APPLICATIONS IN THAT STATE FOR SPECIFIC INSTRUCTIONS, RESTRICTIONS AND REQUIREMENTS.

TO PREVENT INJURY TO ADJACENT DESIRABLE VEGETATION, APPROPRIATE BUFFER ZONES MUST BE MAINTAINED.

Avoid direct application to any body of water.

Use the labeled rates of this herbicide in 3 to 25 gallons of water per acre.

Coarse sprays are less likely to drift; therefore, do not use nozzles or nozzle configurations that dispense spray as fine spray droplets. Do not angle nozzles forward into the air stream and do not increase spray volume by increasing nozzle pressure. Drift control additives may be used. When a drift control additive is used, read and carefully observe the cautionary statements and all other information appearing on the additive label.

Ensure uniform application—To avoid streaked, uneven or overlapped application, use appropriate marking devices.

Aircraft Maintenance

PROLONGED EXPOSURE OF THIS PRODUCT TO UNCOATED STEEL SURFACES MAY RESULT IN CORROSION AND POSSIBLE FAILURE OF THE PART. The maintenance of an

organic coating (paint) which meets aerospace specification MIL-C-38413 may prevent corrosion. To prevent corrosion of exposed parts, thoroughly wash aircraft after each day of spraying to remove residues of this product accumulated during spraying or from spills. Landing gear is most susceptible.

AERIAL SPRAY DRIFT MANAGEMENT

The following drift management requirements must be followed to avoid off-target drift movement from aerial applications to agricultural field crops.

1. The distance of the outermost nozzles on the boom must not exceed 3/4 the length of the wingspan or rotor.
2. Nozzles must always point backward parallel with the air stream and never be pointed downwards more than 45 degrees. Where states have more stringent regulations, they should be observed.

Importance of droplet size

The most effective way to reduce drift potential is to apply large droplets. The best drift management strategy is to apply the largest droplets that provide sufficient coverage and control. Applying larger droplets reduces drift potential, but will not prevent drift if applications are made improperly, or under unfavorable environmental conditions (see the Wind, Temperature and Humidity, and Temperature Inversion sections of this label).

Controlling droplet size

- **Volume:** Use high flow-rate nozzles to apply the highest practical spray volume. Nozzles with the higher rated flows produce larger droplets.
- **Pressure:** Use the lower spray pressures labeled for the nozzle. Higher pressure reduces droplet size and does not improve canopy penetration. When higher flow-rates are needed, use higher flow-rate nozzles instead of increasing pressure.
- **Number of nozzles:** Use the minimum number of nozzles that provide uniform coverage.
- **Nozzle orientation:** Orienting nozzles so that the spray is released backwards, parallel to the air stream, will produce larger droplets than other orientations. Significant deflection from the horizontal will reduce droplet size and increase drift potential.
- **Nozzle type:** Use a nozzle type that is designed for the intended application. With most nozzle types, narrower spray angles produce larger droplets. Consider using low-drift nozzles. Solid stream nozzles oriented straight back produce larger droplets than other nozzle types.
- **Boom Length:** For some use patterns, reducing the effective boom length to less than 3/4 of the wingspan or rotor length may further reduce drift without reducing swath width.
- **Application Height:** Applications must not be made at a height greater than 10 feet above the top of the largest plants unless a greater height is required for aircraft safety. Making applications at the lowest height that is safe reduces the exposure of the droplets to evaporation and wind.

Swath Adjustment

When applications are made with a crosswind, the swath will be displaced downwind. Therefore, on the up and downwind edges of the field, the applicator must compensate for this displacement by adjusting the path of the aircraft upwind. Swath adjustment distance increases, with increasing drift potential (higher wind, smaller droplets, etc.).

Wind

Drift potential is lowest between wind speeds of 2 to 10 miles per hour. However, many factors, including droplet size and equipment type determine drift potential at any given speed. Application must be avoided below 2 miles per hour due to variable wind direction and high inversion potential. NOTE: Local terrain can influence wind patterns. Every applicator must be familiar with local wind patterns and how they affect drift.

Temperature and Humidity

When making applications in low relative humidity, set up equipment to produce larger droplets to compensate for evaporation. Droplet evaporation is most severe when conditions are both hot and dry.

Temperature Inversions

Applications must not occur during a temperature inversion because drift potential is high. Temperature inversions restrict vertical air mixing, which causes small suspended droplets to remain in a concentrated cloud. This cloud can move in unpredictable directions due to the light variable winds common during inversions. Temperature inversions are characterized by increasing temperatures with altitude and are common on nights with limited cloud cover and light to no wind. They begin to form as the sun sets and often continue into the morning. Their presence can be indicated by ground fog; however, if fog is not present, inversions can also be identified by the movement of smoke from a ground source or an aircraft smoke generator. Smoke that layers and moves laterally in a concentrated cloud (under low wind conditions) indicates an inversion, while smoke that moves upward and rapidly dissipates indicates good vertical air mixing.

Sensitive Areas

This product must only be applied when the potential for drift to adjacent sensitive areas (e.g., residential areas, bodies of water, known habitat for threatened or endangered species, non-target crops) is minimal (e.g., when wind is blowing away from the sensitive areas).

7.2 Ground Broadcast Equipment

Apply the labeled rates of this product in 3 to 40 gallons of water per acre as a broadcast spray unless otherwise specified in this label or in separate supplemental labeling or Fact Sheets published by Monsanto. As density of weeds increases, increase spray volume within the labeled range to ensure complete coverage. Carefully select proper nozzles to avoid spraying a fine mist. For best results with ground application equipment, use flat-fan nozzles. Check for even distribution of spray droplets.

7.3 Backpack or High-Volume Equipment

Apply to foliage of vegetation to be controlled. For applications made on a spray-to-wet basis, ensure spray coverage is uniform and complete. Do not spray to the point of runoff. Use coarse sprays only.

Refer to the "Annual Weeds" instructions of "WEEDS CONTROLLED" section for specific rates and restrictions.

7.4 Selective Equipment

This product may be diluted with water and applied through recirculating spray systems, shielded applicators, hooded sprayers, wiper applicators or sponge bars, to listed weeds growing in any site specified on this label.

AVOID CONTACT OF HERBICIDE WITH DESIRABLE VEGETATION. Contact of this product with desirable vegetation may result in unwanted plant damage or destruction.

Recirculating Spray

A recirculating spray system directs the spray solution onto weeds growing above desirable vegetation, while spray solution not intercepted by weeds is collected and returned to the spray tank for reuse.

Adjust application equipment used above desired vegetation to the lowest spray stream or wiper contact point is at least 2 inches above the desirable vegetation. Droplets, mist, foam or splatter of the herbicide solution settling on desirable vegetation is likely to result in discoloration, stunting or destruction.

Better results may be obtained when more of the weed is exposed to the herbicide solution. Weeds not contacted by the herbicide solution will not be affected. This may occur in dense clumps, severe infestations or when the height of the weeds varies so that not all weeds are contacted. In these instances, repeat treatment may be necessary.

Shielded and Hooded Applicators

A shielded or hooded applicator directs the herbicide solution onto weeds, while shielding desirable vegetation from the herbicide. Use nozzles that provide uniform coverage within the treated area. Keep shields on these sprayers adjusted to protect desirable vegetation. **EXTREME CARE MUST BE EXERCISED TO AVOID CONTACT OF HERBICIDE WITH DESIRABLE VEGETATION.**

Wiper Applicators and Sponge Bars

A wiper or sponge applicator applies the herbicide solution onto weeds by rubbing the weed with an absorbent material containing the herbicide solution. Equipment must be designed, maintained and operated to prevent the herbicide solution from contacting desirable vegetation. Operate this equipment at ground speeds no greater than 5 miles per hour. Performance may be improved by reducing speed in areas of heavy weed infestations to ensure adequate wiper saturation. Better results may be obtained if 2 applications are made in opposite directions.

Avoid leakage or dripping onto desirable vegetation. Adjust height of applicator to ensure adequate contact with weeds. Keep wiping surfaces clean. Be aware that, on sloping ground, the herbicide solution may migrate, causing dripping on the lower end and drying of the wicks on the upper end of a wiper applicator.

Do not use wiper equipment when weeds are wet.

Mix only the amount of solution to be used during a 1-day period, as reduced product performance may result from the use of solutions held in storage. Clean wiper parts immediately after using this product by thoroughly flushing with water.

For Rope or Sponge Wick Applicators: Solutions ranging from 33 to 75 percent of this product in water may be used.

For Panel Applicators and Pressure-Feed Systems: Solutions ranging from 33 to 100 percent of this product in water may be used.

When applied as directed, this product **CONTROLS** the following weeds:

Corn, volunteer	Sicklepod
Panicum, Texas	Spanishneedles
Rye, common	Starbur, bristly
Shattercane	

When applied as directed, this product **SUPPRESSES** the following weeds:

Boggarweed, Florida	Ragweed, common
Bermudagrass	Ragweed, giant
Dogbane, hemp	Smilgrass
Dogfennel	Sunflower
Guinea grass	Thistle, Canada
Johnsongrass	Thistle, musk
Milkweed	Vaseygrass
Nightshade, silverleaf	Velvetleaf
Pigweed, redroot	

7.5 Injection Systems

This product may be used in aerial or ground injection spray systems. It may be used as a liquid concentrate or diluted prior to injecting into the spray stream. Do not mix this product with the undiluted concentrate of other products when using injection systems unless specifically directed.

7.6 CDA Equipment

The rate of this product applied per acre by controlled droplet application (CDA) equipment must not be less than the amount directed in this label when applied by conventional broadcast equipment. For vehicle-mounted CDA equipment, apply 2 to 15 gallons of water per acre.

CDA equipment produces a spray pattern that is not easily visible. Extreme care must be exercised to avoid spray or drift contacting the foliage or any other tissue of desirable vegetation, as damage or destruction is likely to result.

8.0 SITE AND USE INSTRUCTIONS

Detailed instructions follow alphabetically, by site.

Unless otherwise specified on this label or in separate supplemental labeling or Fact Sheets published by Monsanto, applications may be made to control any weeds listed in the annual, perennial and woody brush tables. Also refer to the "Selective Equipment" section.

8.1 Cut Stump

Cut stump treatments may be made on any site listed on this label. This product will control many types of woody brush and tree species. Apply this product using suitable equipment to ensure coverage of the entire cambium. Cut trees or resprouts close to the soil surface. Apply a 50- to 100-percent solution of this product to the freshly-cut surface immediately after cutting. Delays in application may result in reduced performance. For best results, make applications during periods of active growth and full leaf expansion.

DO NOT MAKE CUT STUMP APPLICATIONS WHEN THE ROOTS OF DESIRABLE WOODY BRUSH OR TREES MAY BE GRAFTED TO THE ROOTS OF THE CUT STUMP. Some sprouts, stems, or trees may share the same root system. Adjacent trees having a similar age, height and spacing may signal shared roots. Whether grafted or shared, injury is likely to occur to non-treated stems/trees when one or more trees sharing common roots are treated.

8.2 Forestry Site Preparation

This product is labeled for the control or partial control of woody brush, trees and herbaceous weeds in forestry sites and for use in preparing or establishing wildlife openings within these sites and maintaining logging roads.

This product is labeled for use in site preparation prior to planting any tree species, including Christmas trees, eucalyptus, hybrid tree cultivars and silvicultural nursery sites.

Use higher rates of this product within the labeled range for control or partial control of woody brush, trees and hard-to-control perennial herbaceous weeds. For best results, apply to actively growing woody brush and trees after full leaf expansion and before fall color and leaf drop. Increase rates within the labeled range for control of perennial herbaceous weeds any time after emergence and before seedheads, flowers or berries appear.

Use the lower rates of this product within the labeled range for control of annual herbaceous weeds and actively growing perennial herbaceous weeds after seedheads, flowers or berries appear. Apply to the foliage of actively growing annual herbaceous weeds any time after emergence.

This product has no herbicidal or residual activity in the soil. Where repeat applications are necessary, do not exceed 10.6 quarts of this product per acre per year.

TANK MIXTURES: Tank mixtures of this product may be used to increase the spectrum of vegetation controlled. When tank mixing, read and carefully observe the label claims, cautionary statements and all information on the labels of all products used. Use according to the most restrictive precautionary statements for each product in the mixture.

NOTE: For forestry site preparation, make sure the tank-mix product is approved for use prior to planting the desired species. Observe planting interval restrictions.

Any labeled rate of this product may be used in a tank mix with the following products for forestry site preparation.

Arsenal Applicators Concentrate	Garlon 3A
Chopper	Garlon 4
Chopper Gen2	Oust XP
Escort	

For control of herbaceous weeds, use the lower labeled tank mixture rates. For control of dense stands or tough-to-control woody brush and trees, use the higher labeled tank mixture rates.

Do not apply this product as an over-the-top broadcast spray for forestry conifer or hardwood release unless otherwise directed on this label or in separately published Monsanto supplemental labeling or Fact Sheets.

8.3 Non-Crop Areas and Industrial Sites

This product may be used in non-crop areas, airports, apartment complexes, commercial sites, ditch banks, driveways, dry ditches, dry canals, fencerows, forestry sites, golf courses, greenhouses, industrial sites, landscape areas, lumber yards, manufacturing sites, municipal sites, natural areas, office complexes, ornamentals, parks, parking areas, petroleum tank farms and pumping installations, railroads, recreational areas, residential areas, rights-of-way, roadsides, schools, shadehouses, sports complexes, storage areas, substations, turfgrass areas, utility sites, warehouse areas, and wildlife management sites.

This product may also be used in non-food crop sites, Christmas tree farms, plant nurseries, sod or turf seed farms.

Unless otherwise specified, applications may be made to control any weeds listed in the "WEEDS CONTROLLED" section of this label.

Weed Control, Trim-and-Edge, Bare Ground

This product may be used in non-crop and non-food crop areas. It may be applied with any application equipment described in this label. This product may be used to trim-and-edge around objects in non-crop sites, for spot treatment of unwanted vegetation and to eliminate unwanted weeds growing in established shrub beds or ornamental plantings. This product may be used prior to planting an area to ornamentals, flowers, turfgrass (sod or seed), or prior to laying asphalt or beginning construction projects.

Repeated applications of this product may be used, as weeds emerge, to maintain bare ground.

TANK MIXTURES: This product may be tank mixed with the following products provided that the specific product is labeled for application at the use site. Refer to the individual product labels for approved sites and application rates.

Arsenal	Pendulum WDG
Barricade 65WG	Plateau
Clarity	Princep DF
diuron	Princep Liquid
Endurance	Ronstar 50 WSP
Escort	Sahara
Garlon 3A	simazine
Garlon 4	Surflan
Karmex	Telar
Krovar I DF	Vanquish
Oust XP	2,4-D
Pendulum 3.3 EC	

This product plus dicamba tank mixtures may not be applied by air in California.

When applied as a tank mixture for bare ground, this product provides control of the emerged annual weeds and control or partial control of emerged perennial weeds, woody brush and trees.

For control or partial control of the following perennial weeds, apply 1 to 2 quarts of this product plus 2 to 8 ounces of Oust XP per acre.

Bahiagrass	Fescue, tall
Bermudagrass	Johnsongrass
Broomsedge	Poorjoe
Dallisgrass	Quackgrass
Dock, curly	Vaseygrass
Dogfennel	Vervain, blue

Chemical Mowing - Perennials

This product will suppress perennial grasses listed in this section to serve as a substitute for mowing. Use 8 fluid ounces of this product per acre when treating tall fescue, fine fescue, orchardgrass, quackgrass or roud canarygrass covers. Use 6 fluid ounces of this product per acre when treating Kentucky bluegrass. Apply treatments in 10 to 40 gallons of spray solution per acre.

Use only in areas where some temporary injury or discoloration of perennial grasses can be tolerated.

Chemical Mowing - Annuals

For growth suppression of some annual grasses, annual ryegrass, wild barley and wild oats growing in coarse turf on roadsides or other industrial areas, apply 4 to 5 fluid ounces of this product in 10 to 40 gallons of spray solution per acre. Make applications when annual grasses are actively growing and before the seedheads are in the boot stage of development. Treatments may cause injury to the desired grasses.

Bromus Species and Medusahead in Pastures and Rangelands

Bromus species. This product may be used to treat downy brome (*Bromus tectorum*), Japanese brome (*Bromus japonicus*), soft chess (*Bromus mollis*) and cheatgrass (*Bromus setcalinus*) found in industrial, rangeland and pasture sites. Apply 8 to 16 fluid ounces of this product per acre on a broadcast basis.

For best results, coincide treatment with early seedhead emergence of the most mature plants. Delaying the application until this growth stage will maximize the emergence of other weedy grass flushes. Make applications to the same site each year until seed

banks are depleted and the desirable perennial grasses can become reestablished on the site.

Medusahead. To treat medusahead, apply 16 fluid ounces of this product per acre as soon as plants are actively growing, and prior to the 4-leaf stage. Applications may be made in the fall or spring.

Applications to bromes and medusahead may be made using ground or aerial equipment. Aerial applications for these uses may be made using fixed wing or helicopter equipment. For aerial applications, apply in 2 to 10 gallons of water per acre. For applications using ground equipment, apply in 10 to 20 gallons of water per acre. When applied as directed in this label, there are no grazing restrictions.

Dormant Turfgrass

This product may be used to control or suppress many winter annual weeds and tall fescue for effective release of dormant bermudagrass and bahiagrass turf. Treat only when turf is dormant and prior to spring green-up.

Apply 8 to 64 fluid ounces of this product per acre. Apply the labeled rates in 10 to 40 gallons of water per acre. Use only in areas where bermudagrass or bahiagrass are desirable ground covers and where some temporary injury or discoloration can be tolerated.

Treatments in excess of 16 fluid ounces per acre may result in injury or delayed green-up in highly maintained areas, golf courses and lawns. DO NOT apply tank mixtures of this product plus Oust XP in highly maintained turfgrass areas. For further uses, refer to the "Railroads" section of this label, which gives rates for dormant bermudagrass treatment and the "Roadsides" section of this label, which gives rates for dormant bermudagrass and bahiagrass treatments.

Actively Growing Bermudagrass

This product may be used to control or partially control many annual and perennial weeds for effective release of actively growing bermudagrass. DO NOT apply more than 16 fluid ounces of this product per acre in highly maintained turfgrass areas. DO NOT apply tank mixtures of this product plus Oust XP in highly maintained turfgrass areas. For further uses, refer to the "Roadsides" section of this label, which gives rates for actively growing bermudagrass treatments. Use only in areas where some temporary injury or discoloration can be tolerated.

Turfgrass Renovation, Seed, or Sod Production

This product controls most existing vegetation prior to renovating turfgrass areas or establishing turfgrass grown for seed or sod. For maximum control of existing vegetation, delay planting or sodding to determine if any regrowth from escaped underground plant parts occurs. Where repeat treatments are necessary, sufficient regrowth must be attained prior to application. For warm-season grasses like bermudagrass, summer or fall applications provide the best control. Where existing vegetation is growing under mowed turfgrass management, apply this product after omitting at least one regular mowing to allow sufficient growth for good interception of the spray.

Do not disturb soil or underground plant parts before treatment. Delay tillage or renovation techniques such as vertical mowing, coring or slicing for 7 days after application to allow translocation into underground plant parts.

Desirable turfgrasses may be planted following the above procedures.

Hand-held equipment may be used for spot treatment of unwanted vegetation growing in existing turfgrass. Broadcast or hand-held equipment may be used to control sod remnants or other unwanted vegetation after sod is harvested.

If application rates total 3 quarts per acre or less, no waiting period between treatment and feeding or livestock grazing is required. If the rate is greater than 3 quarts per acre, remove domestic livestock before application and wait 8 weeks after application before grazing or harvesting.

8.4 Habitat Management

Habitat Restoration and Management

This product may be used to control exotic and other undesirable vegetation in habitat management and natural areas, including rangeland and wildlife refuges. Applications can be made to allow recovery of native plant species, prior to planting desirable native species, and for similar broad-spectrum vegetation control requirements. Spot treatments can be made to selectively remove unwanted plants for habitat management and enhancement.

Wildlife Food Plots

This product may be used as a site preparation treatment prior to planting wildlife food plots. Any wildlife food species may be planted after applying this product, or native species may be allowed to repopulate the area. If tillage is needed to prepare a seedbed, wait 7 days after application before tillage to allow translocation into underground plant parts.

8.5 Injection and Frill (Woody Brush and Trees)

This product may be used to control or partially control woody brush and trees by injection or frill applications. Apply this product using suitable equipment that must penetrate into the living tissue. Apply the equivalent of 1/25 fluid ounce (1 ml) of this product per each 2 to 3 inches of trunk diameter at breast height (DBH). This is best achieved by applying a 50 to 100 percent concentration of this product either to a continuous frill around

the tree or as cuts evenly spaced around the tree below all branches. As tree diameter increases in size, better results are achieved by applying diluted material to a continuous frill or more closely spaced cuttings. Avoid application techniques that allow runoff to occur from frilled or cut areas in species that exude sap freely. In these species, make the frill or cuts at an oblique angle to produce a cupping effect and use a 100 percent concentration of this product. For best results, make application during periods of active growth and after full leaf expansion.

8.6 Ornamentals, Plant Nurseries, and Christmas Trees

Post-Directed and Trim-and-Edge

This product may be used prior to the planting of and as a post-directed spray around established woody ornamental species, arbutus, azalea, boxwood, crabapple, eucalyptus, euonymus, fir, Douglas fir, jojoba, hollies, lilac, magnolia, maple, oak, poplar, privet, pine, spruce and yew, growing in plant nurseries, on Christmas tree farms, or on other non-food tree production sites. This product may also be used to trim and edge around trees, buildings, sidewalks and roads, potted plants and other objects in a nursery setting.

Desirable plants may be protected from the spray solution by using shields or coverings made of cardboard or other impermeable material. THIS PRODUCT IS NOT LABELED FOR USE AS AN OVER-THE-TOP BROADCAST SPRAY IN ORNAMENTALS AND CHRISTMAS TREES. Care must be exercised to avoid contact of spray, drift or mist with foliage or bark of established ornamental species.

Site Preparation

This product may be used prior to planting any ornamental, nursery or Christmas tree species.

Wiper Applications

This product may be used through wick or other suitable wiper applicators to control or partially control undesirable vegetation around established eucalyptus or poplar trees. See the "Selective Equipment" section of this label for further information about the proper use of wiper applicators.

Greenhouse/Shadehouse

This product may be used to control weeds growing in and around greenhouses and shadehouses. Desirable vegetation must not be present during application and air circulation fans must be turned off.

8.7 Parks, Recreational and Residential Areas

This product may be used in parks, recreational and residential areas. It may be applied with any application equipment described in this label. This product may be used to trim-and-edge around trees, fences, and paths, around buildings, sidewalks, and other objects in these areas. This product may be used for spot treatment of unwanted vegetation. This product may be used to eliminate unwanted weeds growing in established shrub beds or ornamental plantings. This product may be used prior to planting an area to ornamentals, flowers, turfgrass (sod or seed), or prior to laying asphalt or beginning construction projects.

All of the instructions in the "Non-Crop Areas and Industrial Sites" section apply to park and recreational areas.

8.8 Railroads

All of the instructions in the "Non-Crop Areas and Industrial Sites" section apply to railroads.

Bare Ground, Ballast and Shoulders, Crossings, and Spot Treatment

This product may be used to maintain bare ground on railroad ballast and shoulders. Repeat applications of this product may be used, as weeds emerge, to maintain bare ground. This product may be used to control tall-growing weeds to improve line-of-sight at railroad crossings and reduce the need for mowing along rights-of-way. For crossing applications, up to 80 gallons of spray solution per acre may be used.

This product may be tank mixed with the following products provided that the specific product is registered for ballast, shoulder, spot, bare ground and crossing treatments:

Arsenal	Krovar I DF
Clarity	Oust XP
diuron	Sahara
Escort	Spike
Carlton 3A	Telar
Garlon 4	Vanquish
Hyvar X	2,4-D

Brush Control

This product may be used to control woody brush and trees on railroad rights-of-way. Apply 4 to 10 quarts of this product per acre as a broadcast spray, using boom-type or boomless nozzles. Up to 80 gallons of spray solution per acre may be used. Apply a 3/4- to 2-percent solution of this product when using high-volume spray-to-wet applications. Apply a 5- to 10-percent solution of this product when using low-volume directed sprays

for spot treatment. This product may be mixed with the following products for enhanced control of woody brush and trees:

Arsenal	Carlon 4
Escort	Tordon K
Garlon 3A	

Bermudagrass Release

This product may be used to control or partially control many annual and perennial weeds for effective release of actively growing bermudagrass. Apply 1 to 3 pints of this product in up to 80 gallons of spray solution per acre. Use the lower rate when treating annual weeds below 6 inches in height (or runner length). Use the higher rate as weeds increase in size or as they approach flower or seedhead formation. These rates will also provide partial control of the following perennial species:

Bahiagrass	Johnsongrass
Bluestem, silver	Trumpet creeper
Fescue, tall	Vaseygrass

This product may be tank-mixed with Oust XP. If tank-mixed, use no more than 1 to 3 pints of this product with 1 to 2 ounces of Oust XP per acre. Use the lower rates of each product to control annual weeds less than 6 inches in height (or runner length) that are listed in this label and the Oust XP label. Use the higher rates as annual weeds increase in size and approach the flower or seedhead stages. These rates will also provide partial control of the following perennial weeds:

Bahiagrass	Fescue, tall
Blackberry	Johnsongrass
Bluestem, silver	Poorjoe
Broomsedge	Raspberry
Dallisgrass	Trumpet creeper
Dewberry	Vaseygrass
Dock, curly	Vervain, blue
Dogfennel	

Use only on well-established bermudagrass. Bermudagrass injury may result from the treatment, but regrowth will occur under moist conditions. Do not make repeat applications in the same season since severe injury may occur.

8.9 Roadsides

All of the instructions in the "Non-Crop Areas and Industrial Sites" section apply to roadsides.

Shoulder Treatments

This product may be used on road shoulders. It may be applied with boom sprayers, shielded boom sprayers, high-volume off-center nozzles, hand-held equipment, and similar equipment.

Guardrails and Other Obstacles to Mowing

This product may be used to control weeds growing under guardrails and around signposts and other objects along the roadside.

Spot Treatment

This product may be used as a spot treatment to control unwanted vegetation growing along roadsides.

Tank Mixtures

This product may be tank-mixed with the following products for shoulder, guardrail, spot and bare ground treatments provided that the specific product is registered for use on such sites. Read and carefully observe label directions, cautionary statements and all information on the labels of all products used.

Clarity	Princep DF
diuron	Princep Liquid
Endurance	Ronstar 50 WSP
Escort	Sahara
Krovar I DF	simazine
Oust XP	Surlan
Outrider [®]	Telar
Pendulum 3.3 EC	Vanquish
Pendulum WDG	2,4-D

See the "Tank Mixtures" section of this label for tank-mixing instructions.

Release of Bermudagrass or Bahiagrass

Dormant Applications

This product may be used to control or partially control many winter annual weeds and tall fescue for effective release of dormant bermudagrass or bahiagrass. Treat only when turf is dormant and prior to spring green-up. This product may also be tank-mixed with Outrider or Oust XP for residual control. Tank mixtures of this product with Oust XP may delay green-up.

For best results on winter annuals, treat when plants are in an early growth stage (below 6 inches in height) after most have germinated. For best results on tall fescue, treat when fescue is at or beyond the 4- to 6-leaf stage.

Apply 8 to 64 fluid ounces of this product in a tank mixture with 3/4 to 1-1/3 ounces Outrider herbicide per acre. Read and follow all label directions for Outrider herbicide.

Apply 8 to 64 fluid ounces of this product per acre alone or in a tank mixture with 1/4 to 1 ounce per acre of Oust XP. Apply the labeled rates in 10 to 40 gallons of water per acre. Use only in areas where bermudagrass or bahiagrass are desirable ground covers and where some temporary injury or discoloration can be tolerated. To avoid delays in green-up and minimize injury, add no more than 1 ounce of Oust XP per acre on bermudagrass and no more than 1/2 ounce of Oust XP per acre on bahiagrass and avoid treatments when these grasses are in a semi-dormant condition.

Actively Growing Bermudagrass

This product may be used to control or partially control many annual and perennial weeds for effective release of actively growing bermudagrass. Apply 1 to 3 pints of this product in 10 to 40 gallons of spray solution per acre. Use the lower rate when treating annual weeds below 6 inches in height (or runner length). Use the higher rate as weeds increase in size or as they approach flower or seedhead formation. These rates will also provide partial control of the following perennial species:

Bahiagrass	Johnsongrass
Bluestem, silver	Trumpet creeper
Fescue, tall	Vaseygrass

This product may be tank mixed with Outrider for control or partial control of Johnsongrass and other weeds listed in the Outrider label. Use 8 to 32 fluid ounces of this product with 3/4 to 1-1/3 ounces of Outrider. Use the higher rates of both products for control of perennial weeds or annual weeds greater than 6 inches in height.

This product may be tank mixed with Oust XP. If tank-mixed, use no more than 1 to 2 pints of this product with 1 to 2 ounces of Oust XP per acre. Use the lower rates of each product to control annual weeds less than 6 inches in height (or runner length) that are listed in this label and the Oust XP label. Use the higher rates as annual weeds increase in size and approach the flower or seedhead stages. These rates will also provide partial control of the following perennial weeds:

Bahiagrass	Fescue, tall
Bluestem, silver	Johnsongrass
Broomsedge	Poorjoe
Dallisgrass	Trumpet creeper
Dock, curly	Vaseygrass
Dogfennel	Vervain, blue

Use only on well-established bermudagrass. Bermudagrass injury may result from the treatment, but regrowth will occur under moist conditions. Repeat applications of the tank mix in the same season causes severe injury.

Actively Growing Bahiagrass

For suppression of vegetative growth and seedhead inhibition of bahiagrass for approximately 45 days, apply 6 fluid ounces of this product in 10 to 40 gallons of water per acre. Apply 1 to 2 weeks after full green-up or after mowing to a uniform height of 3 to 4 inches. This application must be made prior to seedhead emergence.

For suppression up to 120 days, apply 4 fluid ounces of this product per acre, followed by an application of 2 to 4 fluid ounces per acre about 45 days later. Make no more than 2 applications per year.

This product may be used for control or partial control of Johnsongrass and other weeds listed on the Outrider label in actively growing bahiagrass. Apply 1-1/2 to 4-3/4 ounces of this product with 0.75 to 1.33 ounces of Outrider per acre. Use the higher rates for control of perennial weeds or annual weeds greater than 6 inches in height. Use only on well-established bahiagrass.

A tank mixture of this product plus Oust XP may be used. Apply 6 fluid ounces of this product plus 1/4 ounce of Oust XP per acre 1 to 2 weeks following an initial spring mowing. Make only one application per year.

8.10 Utility Sites

This product is labeled for use along electrical power, pipeline and telephone rights-of-way, and in other sites associated with these rights-of-way, substations, roadsides, railroads or similar rights-of-way that run in conjunction with utilities.

This product may be used to utility sites and substations for bare ground, trim-and-edge, spot treatment of unwanted vegetation and to eliminate unwanted weeds growing in established shrub beds or ornamental plantings. This product may be used prior to planting a utility site to ornamentals, flowers, turfgrass (sod or seed), or beginning construction projects.

Repeated applications of this product may be used, as weeds emerge, to maintain bare ground.

This product is also labeled for use in preparing or establishing wildlife openings within these sites, maintaining access roads and for side trimming along utility rights-of-way.

Tank Mixtures

Tank mixtures of this product may be used to increase the spectrum of control for herbaceous weeds, woody brush and trees provided that the specific product is registered for application to the desired site. When tank mixing, read and carefully observe the label claims, cautionary statements and all information on the labels of all products used. Use according to the most restrictive precautionary statements for each product in the mixture. Any labeled rate of this product may be used in a tank mix.

For control of herbaceous weeds, use the lower labeled tank mixture rates. For control of dense stands or tough-to-control woody brush and trees, use the higher labeled rates.

TANK MIXTURES: This product may be tank mixed with the following products for use in utility sites, provided that the specific product used is labeled for use on these sites. Refer to the individual product labels for approved sites and application rates.

Arsenal	Outrider
atrazine ¹	pendimethalin ¹
Barricade 65WG	Plateau
dicamba ¹	Ronstar 50 WP
diuron ¹	Sahara
Endurance	simazine ¹
Escort	Surflan AS
Escort XP	Surflan WDC
Garlon 3A ²	Telar DF
Garlon 4 ²	Transline
Krenite	Vanquish
Krovar I DF	Velpar DF
Oust	Velpar I
Oust XP	2,4-D ¹

¹ Tank mixtures with product containing this generic active ingredient may be made provided the specific product is labeled for application at the use site.

² Ensure that Garlon 3A is thoroughly mixed with water according to label directions before adding this product. Have spray mixture agitating at the time this product is added to avoid spray incompatibility problems.

³ For side trimming treatments, use this product alone or in a tank mixture with Garlon 4.

Bare Ground and Trim-and-Edge

This product may be used in utility sites and substations for bare ground, trim-and-edge around objects, spot treatment of unwanted vegetation and to eliminate unwanted weeds growing in established shrub beds or ornamental plantings. This product may be used prior to planting a utility site to ornamentals, flowers, turfgrass (sod or seed), or beginning construction projects.

Repeated applications of this product may be used, as weeds emerge, to maintain bare ground.

This product may be tank mixed with the following products. Refer to these products' labels for approved non-crop sites and application rates.

Arsenal	Plateau
Banvel	Princep DF
Barricade 65WG	Princep Liquid
diuron	Ronstar 50 WP
Endurance	Sahara
Escort	simazine
Garlon 3A	Surflan

9.0 WEEDS CONTROLLED

Always use the higher rate of this product per acre within the labeled range when weed growth is heavy or dense or weeds are growing in an undisturbed (non-cultivated) area.

Reduced results may occur when treating weeds heavily covered with dust. For weeds that have been mowed, grazed or cut, allow regrowth to occur prior to treatment.

For low-volume directed spray applications, use a 5- to 10-percent solution of this product for control or partial control of annual weeds, perennial weeds, or woody brush and trees. Spray coverage must be uniform with at least 50 percent of the foliage contacted. Coverage of the top one-half of the plant is important for best results. To ensure adequate spray coverage, spray both sides of large or tall woody brush and trees, when foliage is thick and dense, or where there are multiple resprouts.

Refer to the following label sections for labeled rates for the control of annual and perennial weeds and woody brush and trees. For difficult to control perennial weeds and woody brush and trees, where plants are growing under stressed conditions, or where infestations are dense, this product may be used at 5 to 10 quarts per acre for enhanced results.

9.1 Annual Weeds

Use 1 quart per acre if weeds are less than 6 inches in height or runner length and 1.5 quarts to 4 quarts per acre if weeds are over 6 inches in height or runner length or when weeds are growing under stressed conditions.

For spray-to-wet applications, apply a 1/2-percent solution of this product to weeds less than 6 inches in height or runner length. Apply prior to seedhead formation in grass or bud formation in broadleaf weeds. For annual weeds over 6 inches tall, or for smaller weeds growing under stressed conditions, use a 1- to 2-percent solution. Use the higher rate for tough-to-control species or for weeds over 24 inches tall.

WEED SPECIES

Anoda, spurred	Medusahead*
Barley*	Morningglory (<i>Ipomoea</i> spp)
Barley, little*	Mustard, blue*
Barnyardgrass*	Mustard, tansy*
Bassia, fivehook	Mustard, tumble*
Bittercress*	Mustard, wild*
Bluegrass, annual*	Nightshade, black*
Bluegrass, bulbous*	Oats
Brome, downy*	Panicum, browntop*
Brome, Japanese*	Panicum, fall*
Buttercup*	Panicum, Texas*
Castorbean	Pennycress, field*
Cheatgrass*	Pepperweed, Virginia*
Cheeseweed (<i>Malva parviflora</i>)	Pigweed*
Chervil*	Puncturevine
Chickweed*	Purslane, common
Cocklebur*	Pusley, Florida
Copperleaf, hophornbeam	Ragweed, common*
Copperleaf, Virginia	Ragweed, giant
Coreopsis, plains/tickseed*	Rice, red
Corn*	Rocket, London*
Crabgrass*	Rocket, yellow
Cupgrass, woolly*	Rye*
Dwarfdandelion*	Ryegrass*
Eclipta*	Sandbur, field*
Falsedandelion*	Sesbania, hemp
Faisellax, smallseed*	Shattercane*
Fiddleneck	Shepherd's-purse*
Flaree	Sicklepod
Fleabane, annual*	Signalgrass, broadleaf*
Fleabane, hairy	Smartweed, ladythumb*
(<i>Conyza bonariensis</i>)*	Smartweed, Pennsylvania*
Fleabane, rough*	Sorghum, grain (milo)*
Foxtail*	Sowthistle, annual
Foxtail, Carolina*	Spanishneedles
Geranium, Carolina	Speedwell, corn*
Goatgrass, jointed*	Speedwell, purslane*
Goosegrass	Sprangletop*
Groundsel, common*	Spurge, annual
Henbit	Spurge, prostrate*
Horseweed/Marestail	Spurge, spotted*
(<i>Conyza canadensis</i>)	Spurry, umbrella*
Itchgrass*	Starthistle, yellow
Johnsongrass, seedling	Stinkgrass*
Junglaria	Sunflower*
Knotweed	Teaweed/Prickly sida
Kochia	Thistle, Russian
Lamb's-quarters*	Velveteal
Lettuce, prickly*	Wheat*
Mannagrass, eastern*	Wild oats*
Mayweed	Witchgrass*

*When using field broadcast equipment (aerial applications or boom sprayers using flat-fan nozzles) these species will be controlled or partially controlled using 1 pint of this product per acre. Applications must be made using 3 to 10 gallons of carrier volume per acre. Use nozzles that ensure thorough coverage of foliage and treat when weeds are in an early growth stage.

9.2 Perennial Weeds

Best results are obtained when perennial weeds are treated after they reach the reproductive stage of growth (seedhead initiation in grasses and bud formation in broadleaves). For non-flowering plants, best results are obtained when the plants reach a mature stage of growth. In many situations, treatments are required prior to these growth stages. Under these conditions, use the higher application rate within the labeled range.

Use a 2-percent solution on tough-to-control perennials like bermudagrass, dock, field bindweed, hemp dogbane, milkweed and Canada thistle.

Ensure thorough coverage when using spray-to-wet treatments using hand-held equipment. When using hand-held equipment for low-volume directed spot treatments, apply a 5- to 10-percent solution of this product.

Allow 7 or more days after application before tillage.

Weed Species	Rate (QT/A)	Hand-Held % Solution
Alfalfa*	1	2
Alligatorweed*	4	1.5
Anise (fenel)	2 - 4	1 - 2
Artichoke, Jerusalem	3 - 5	2
Bahia grass	3 - 5	2

Weed Species	Rate (QT/A)	Hand-Held % Solution
Beachgrass, European (<i>Ammophila arenaria</i>)	---	5
Bentgrass*	1.5	2
Bermudagrass	5	2
Bermudagrass, water (knotgrass)	1.5	2
Bindweed, field	4 - 5	2
Bluegrass, Kentucky	2	2
Blueweed, Texas	4 - 5	2
Brackenfern	3 - 4	1 - 1.5
Bromegrass, smooth	2	2
Bursage, woolly-leaf	---	2
Canarygrass, reed	2 - 3	2
Cattail	3 - 5	2
Clover, red, white	3 - 5	2
Cogongrass	3 - 5	2
Dallisgrass	3 - 5	2
Dandelion	3 - 5	2
Deck, curly	3 - 5	2
Dogbane, hemp	4	2
Fescue (except tall)	3 - 5	2
Fescue, tall	1 - 3	2
Guineagrass	3	1
Hemlock, poison	2 - 4	1 - 2
Horsenettle	3 - 5	2
Horseradish	4	2
Iceplant	2	1.5 - 2
Ivy, German	2 - 4	1 - 2
Johnsongrass	2 - 3	1
Kikuyugrass	2 - 3	2
Knapweed	4	2
Lantana	---	1 - 1.25
Lespedeza	3 - 5	2
Milkweed, common	3	2
Muhly, wirestem	2	2
Mullein, common	3 - 5	2
Napiergrass	3 - 5	2
Nightshade, silverleaf	2	2
Nutsedge, purple, yellow	3	1 - 2
Orchardgrass	2	2
Pampasgrass	3 - 5	1.5 - 2
Paragrass	3 - 5	2
Pepperweed, perennial	4	2
Phragmites*	3 - 5	1 - 2
Quackgrass	2 - 3	2
Redvine*	2	2
Reed, giant	4 - 5	2
Ryegrass, perennial	2 - 3	1
Smartweed, swamp	3 - 5	2
Spurge, leafy*	---	2
Sweet potato, wild*	---	2
Thistle, artichoke	2 - 3	1 - 2
Thistle, Canada	2 - 3	2
Timothy	2 - 3	2
Torpedograss*	4 - 5	2
Trumpetcreeper*	2 - 3	2
Vaseygrass	3 - 5	2
Velvetgrass	3 - 5	2
Wheatgrass, western	2 - 3	2

*Partial control

9.3 Woody Brush and Trees

Apply this product after full leaf expansion, unless otherwise directed in this label or separate supplemental label or Fact Sheet published by Monsanto. Use the higher rate for larger plants and/or dense areas of growth. On vines, use the higher rate for plants

that have reached the woody stage of growth. Best results are obtained when application is made in late summer or fall after fruit formation.

In arid areas, best results are obtained when applications are made in the spring to early summer when brush species are at high moisture content and are flowering.

Ensure thorough coverage when using spray-to-wet treatments using hand-held equipment. When using hand-held equipment for low-volume directed-spray spot treatments, apply a 5- to 10-percent solution of this product.

Symptoms may not appear prior to frost or senescence with fall treatments.

Allow 7 or more days after application before tillage, mowing or removal. Repeat treatments may be necessary to control plants regenerating from underground parts or seed. Some autumn colors on undesirable deciduous species are acceptable provided no major leaf drop has occurred. Reduced performance may result if fall treatments are made following a frost.

Weed Species	Broadcast Rate (QT/A)	Hand-Held Spray-to-Wet % Solution
Alder	3 - 4	1 - 1.5
Ash*	2 - 5	1 - 2
Aspen, quaking	2 - 3	1 - 1.5
Bearclover (Bearnat)*	2 - 5	1 - 2
Beech*	2 - 5	1 - 2
Birch	2	1
Blackberry	3 - 4	1 - 1.5
Blackgum*	2 - 5	1 - 2
Bracken	2 - 5	1 - 2
Broom, French, Scotch	2 - 5	1.5 - 2
Buckwheat, California*	2 - 4	1 - 2
Cascara*	2 - 5	1 - 2
Catsclaw*	---	1 - 1.5
Ceanothus*	2 - 5	1 - 2
Chamise*	2 - 5	1
Cherry, bitter, black, pin	2 - 3	1 - 1.5
Coyotebrush	3 - 4	1.5 - 2
Creeper, Virginia	2 - 5	1 - 2
Deerweed	2 - 5	1
Dogweed*	2 - 5	1 - 2
Elderberry	2	1
Elm*	2 - 5	1 - 2
Eucalyptus	---	2
Flower, monkey flower*	2 - 4	1 - 2
Gorse*	2 - 5	1 - 2
Hasardia*	2 - 4	1 - 2
Hawthorn	2 - 3	1 - 1.5
Hazel	2	1
Hickory*	2 - 5	1 - 2
Honeysuckle	3 - 4	1 - 1.5
Hornbeam, American*	2 - 5	1 - 2
Ivy, poison	4 - 5	2
Judzu	4	2
Locust, black*	2 - 4	1 - 2
Madrone resprouts*	---	2
Manzanita*	2 - 5	1 - 2
Maple, red*	2 - 4	1 - 1.5
Maple, sugar	---	1 - 1.5
Maple, vine*	2 - 5	1 - 2
Oak, black, white*	2 - 4	1 - 2
Oak, post	3 - 4	1 - 1.5
Oak, northern pin	2 - 4	1 - 1.5
Oak, poison	4 - 5	2
Oak, scrub*	2 - 4	1 - 1.5
Oak, southern red	2 - 3	1 - 1.5
Olive, Russian*	2 - 5	1 - 2
Peppertree, Brazilian (Florida holly)*	2 - 5	1 - 2
Persimmon*	2 - 5	1 - 2
Pine	2 - 5	1 - 2
Poplar, yellow*	2 - 5	1 - 2
Redbud, eastern	2 - 5	1 - 2
Rose, multiflora	2	1
Sage, black	2 - 4	1
Sage, white*	2 - 4	1 - 2

Weed Species	Broadcast Rate (QT/A)	Hand-Held Spray-to-Wet % Solution
Sage brush, California	2 - 4	1
Salmonberry	2	1
Salcedar*	2 - 5	1 - 2
Sassafras*	2 - 5	1 - 2
Sourwood*	2 - 5	1 - 2
Sumac; laurel, poison, smooth, sugarbush, winged *	2 - 4	1 - 2
Sweetgum	2 - 3	1 - 1.5
Swordfern*	2 - 5	1 - 2
Tallowtree, Chinese	—	1
Tanoak resprouts*	—	2
Thimbleberry	2	1
Tobacco, tree*	2 - 4	1 - 2
Toyon*	-	2
Trumpet creeper	2 - 3	1 - 1.5
Waxmyrtle, southern*	2 - 5	1 - 2
Willow	3	1
Yerba Santa, California*	—	2

*Partial control

10.0 LIMIT OF WARRANTY AND LIABILITY

Monsanto Company warrants that this product conforms to the chemical description on the label and is reasonably fit for the purposes set forth in the Complete Directions for Use label booklet ("Directions") when used in accordance with those Directions under the conditions described therein. TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, NO OTHER EXPRESS WARRANTY OR IMPLIED WARRANTY OF FITNESS FOR PARTICULAR PURPOSE OR MERCHANTABILITY IS MADE. This warranty is also subject to the conditions and limitations stated herein.

Buyer and all users shall promptly notify this Company of any claims whether based in contract, negligence, strict liability, other tort or otherwise.

To the extent consistent with applicable law, buyer and all users are responsible for all loss or damage from use or handling which results from conditions beyond the control of this Company, including, but not limited to, incompatibility with products other than those set forth in the Directions, application to or contact with desirable vegetation, unusual weather, weather conditions which are outside the range considered normal at the application site and for the time period when the product is applied, as well as weather conditions which are outside the application ranges set forth in the Directions, application in any manner not explicitly set forth in the Directions, moisture conditions outside the moisture range specified in the Directions, or the presence of products other than those set forth in the Directions in or on the soil, crop or treated vegetation.

This Company does not warrant any product reformulated or repackaged from this product except in accordance with this Company's stewardship requirements and with express written permission from this Company.

TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, THE EXCLUSIVE REMEDY OF THE USER OR BUYER, AND THE LIMIT OF THE LIABILITY OF THIS COMPANY OR ANY OTHER SELLER FOR ANY AND ALL LOSSES, INJURIES OR DAMAGES RESULTING FROM THE USE OR HANDLING OF THIS PRODUCT (INCLUDING CLAIMS BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE) SHALL BE THE PURCHASE PRICE PAID BY THE USER OR BUYER FOR THE QUANTITY OF THIS PRODUCT INVOLVED, OR, AT THE ELECTION OF THIS COMPANY OR ANY OTHER SELLER, THE REPLACEMENT OF SUCH QUANTITY, OR, IF NOT ACQUIRED BY PURCHASE, REPLACEMENT OF SUCH QUANTITY. IN NO EVENT SHALL THIS COMPANY OR ANY OTHER SELLER BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES.

Upon opening and using this product, buyer and all users are deemed to have accepted the terms of this LIMIT OF WARRANTY AND LIABILITY which may not be varied by any verbal or written agreement. If terms are not acceptable, return at once unopened.

Outrider, Ranger PRO, Ranger PRO and Design and Monsanto and Vine Design are registered trademarks of Monsanto Technology LLC. All other trademarks are the property of their respective owners.

This product is protected by U.S. Patent Nos. 5,683,958; 5,703,015; 6,063,733; 6,121,199; 6,121,200. No license granted under any non-U.S. patent(s).

EPA Reg. No. 524-517

In case of an emergency involving this product, or for medical assistance, Call Collect, day or night, (314) 694-4000.

Packed For:
MONSANTO COMPANY
800 N. LINDBERGH BLVD.
ST. LOUIS, MISSOURI, 63167 U.S.A.
©2010
012510



ATENCIÓN:

Esta etiqueta de muestra se entrega únicamente para información general.

- Este producto pesticida puede no estar todavía disponible o aprobado para la venta o utilización en su localidad.
- Usted tiene la responsabilidad de cumplir todas las leyes federales, estatales y locales, así como todas las reglamentaciones relativas a la utilización de pesticidas.
- Antes de utilizar un pesticida, asegúrese de que esté aprobado en su estado o localidad.
- Su estado o localidad puede exigir precauciones adicionales e instrucciones para la utilización de este producto que no están incluidas aquí.
- Monsanto no garantiza el lo completo ni la certeza de esta etiqueta de la espécimen. La información encontró en esta etiqueta puede diferir de la información encontró en la etiqueta del producto. Usted debe tener consigo la etiqueta aprobada por la agencia EPA cuando utilice el producto y debe leer y respetar todas las instrucciones en la etiqueta.
- No debe basarse sobre las precauciones, las instrucciones de utilización y cualquier otra información en esta etiqueta para utilizar algún otro producto similar.
- Siempre siga las precauciones y las instrucciones para el uso en la etiqueta del pesticida que usted utiliza.

PRO.

Herbicida

El herbicida Ranger PRO es un herbicida profesional completo de postemergencia y de amplia efectividad, para el control de malezas en zonas industriales, céspedes y ornamentales.

Instrucciones completas para el uso

Registro en la EPA Nº 524-517

2010-1

EVITE EL CONTACTO DEL HERBICIDA CON EL FOLLAJE, TALLOS, RAICES NO LEÑOSAS EXPUESTAS O FRUTOS EXPUESTOS DE LAS COSECHAS, PLANTAS Y ARBOLES DESEABLES. EN CASO CONTRARIO ES PROBABLE QUE SUFRAN GRAVES DAÑOS O SEAN DESTRUIDOS TOTALMENTE.

Antes de usar este producto, lea la etiqueta en su totalidad.

Uselo solamente de acuerdo con las instrucciones de la etiqueta.

No todos los productos recomendados en esta etiqueta han sido registrados para su uso en California. Verifique el estado de registro de cada producto en California antes de utilizarlo.

Antes de comprar o usar el producto, lea "LÍMITES EN LA GARANTÍA Y EN LA RESPONSABILIDAD" en la última sección de la etiqueta. Si las condiciones son inaceptables para usted, devuelva el producto inmediatamente sin abrir el recipiente.

ESTE ES UN PRODUCTO PARA USARSE TAL Y COMO ESTÁ PREPARADO, MONSANTO NO LO HA DISEÑADO NI LO HA REGISTRADO PARA QUE SEA REFORMULADO. VEA LA ETIQUETA DEL ENVASE INDIVIDUAL PARA ENTERARSE DE LAS LIMITACIONES DE REEMPAQUE.

1.0 INGREDIENTES

INGREDIENTE ACTIVO:

*Glifosato, N-(fosfonometil)glicina, en forma de su sal de isopropilamina 41.0%

OTROS INGREDIENTES (incluyendo surfactante): 59.0%
100.0%

*Contiene 480 gramos por litro o 4 libras por galón americano del ingrediente activo glifosato, en forma de su sal de isopropilamina. Equivalente a 356 gramos por litro o 3 libras por galón americano del ácido, glifosato.

Este producto está protegido por la patente de los Estados Unidos Nos. 5,683,958; 5,703,015; 6,063,733; 6,121,199; 6,121,200. No se han otorgado licencias bajo ninguna patente que no sea de los Estados Unidos.

2.0 TELEFONOS IMPORTANTES

PARA INFORMACIÓN SOBRE EL PRODUCTO O AYUDA PARA UTILIZAR ESTE PRODUCTO, LLAME GRATIS AL 1-800-332-3111.

EN CASO DE QUE SE PRESENTE UNA EMERGENCIA RELACIONADA CON ESTE PRODUCTO, O PARA OBTENER AYUDA MÉDICA, LLAME POR COBRAR A CUALQUIER HORA DEL DÍA O DE LA NOCHE, AL TELÉFONO, (314)-694-4000.

3.0 ADVERTENCIAS

3.1 Riesgos para seres humanos y animales domésticos

Manténgase fuera del alcance de los niños.

¡PRECAUCIÓN!

IRRITA LOS OJOS.

Evite el contacto con los ojos y con la ropa.

PRIMEROS AUXILIOS: Llame al centro de envenenamientos o a un médico para que le indique el tratamiento.

SI ENTRA EN CONTACTO CON LOS OJOS	<ul style="list-style-type: none"> • Mantenga abiertos los ojos y enjuague lenta y cuidadosamente con agua durante 15 a 20 minutos. • Si usa lentes de contacto, quíteselos después de los primeros 5 minutos, y continúe enjuagando los ojos.
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- Tenga a mano el envase o la etiqueta del producto cuando llame al centro de envenenamientos o al médico, o cuando vaya a procurarse tratamiento.
- También puede llamar por cobrar al teléfono (314) 694-4000, las 24 horas, para obtener información sobre el tratamiento médico de urgencia.
- Este producto está identificado como herbicida Ranger PRO®, Registro de la EPA Nº 524-517.

ANIMALES DOMÉSTICOS: Este producto se considera relativamente no tóxico para los perros y otros animales domésticos; sin embargo, la ingestión de este producto o de grandes cantidades de vegetación recientemente tratada puede resultar en una irritación gastrointestinal temporal (vómito, diarrea, cólico, etc.). Si se observan dichos síntomas, dé al animal suficiente cantidad de líquidos para evitar la deshidratación. Si los síntomas continúan por más de 24 horas, llame al veterinario.

Equipo de protección personal (PPE)

Las personas que aplican o manejan este producto deben usar: camisas de manga larga, así como pantalones largos, zapatos y calcetín. Siga las instrucciones del fabricante para limpiar y mantener el equipo de protección personal. En caso de no tener dichas instrucciones para piezas lavables, use detergente y agua muy caliente. Mantenga y lave el equipo de protección personal separado de las demás piezas a lavarse.

Deseche la ropa y otros materiales absorbentes que se hayan empapado o se encuentren muy contaminados con el concentrado de este producto. No los vuelva a utilizar.

En los casos en los cuales el personal encargado de manejar el producto lo hace en ambientes cerrados, cabinas cerradas o aviones, de manera tal que se cumplan los requisitos listados en "Worker Protection Standard (WPS) for agricultural pesticides" (Normas para la Protección de los Trabajadores que trabajan con pesticidas usados en la agricultura) [40 CFR 170.240 (t) (4-6)], los requisitos para el equipo de protección personal del trabajador pueden ser reducidos o modificados de acuerdo a lo que se especifica en las normas WPS.

Recomendaciones de seguridad para el usuario

El usuario debe:

- Lavarse las manos antes de comer, beber, mascar goma, usar tabaco o de usar el servicio higiénico.
- Quitarse la ropa inmediatamente en caso de que el pesticida entre dentro de ésta. Luego debe lavarse muy bien y ponerse ropa limpia.

3.2 Riesgos al medio ambiente

No aplique directamente al agua, en áreas donde el agua superficial esté presente o en áreas donde haya mareas altas y bajas por debajo del nivel medio de mareas altas. No contamine el agua cuando lave los equipos ni cuando elimine las aguas de lavado de los mismos.

3.3 Riesgos de orden físico o químico

Para mezclar, almacenar y aplicar la solución de este producto, se deben usar solamente envases de acero inoxidable, fibra de vidrio, plástico o envases de acero recubiertos internamente con plástico.

NO MEZCLE, ALMACENE O APLIQUE ESTE PRODUCTO O SUS SOLUCIONES PARA ROCIAR EN RECIPIENTES O TANQUES ROCIADORES DE ACERO GALVANIZADO O DE ACERO NO RECUBIERTO (EXCEPTO SI ES ACERO INOXIDABLE). Este producto o la solución para rociar reaccionan con el material de dichos recipientes y tanques, lo cual produce hidrógeno, que puede formar una mezcla de gases altamente combustibles. Si esta mezcla de gases entra en contacto con llamas, chispas, el soplete de un soldador, un cigarrillo encendido o cualquier otra fuente de encendido, puede inflamarse o explotar y causar heridas graves a personas.

INSTRUCCIONES PARA EL USO

El uso de este producto de cualquier manera que sea inconsistente con las instrucciones dadas en la etiqueta es una violación de las leyes federales. Este producto sólo puede utilizarse de acuerdo con las indicaciones sobre el modo de empleo que figuran en esta etiqueta o en las etiquetas o fichas técnicas adicionales de Monsanto publicadas por separado. Puede consultar las etiquetas adicionales en Internet en www.agrian.com, www.cdms.net o www.greenbook.net, o bien puede solicitarlas a su vendedor minorista autorizado de Monsanto o a su representante de Monsanto Company.

No aplique este producto de alguna manera que entre en contacto con los trabajadores u otras personas, ya sea directamente o por medio de alguna corriente de aire. Solamente las personas que los manipulen y que usen equipo protector podrán estar en el área durante su aplicación. Para verificar requisitos específicos de su tribu o estado, consulte con la agencia responsable de la regulación del uso de pesticidas.

Requisitos para el uso en la agricultura

Use este producto siguiendo estrictamente las instrucciones de la etiqueta y de acuerdo con "Worker Protection Standard", 40 CFR Sección 170. Estas normas contienen los requisitos para proteger a los trabajadores agrícolas en haciendas, bosques, viveros e invernaderos, así como a aquellos trabajadores que manejan pesticidas usados en la agricultura. Las normas contienen los requisitos para entrenar, descontaminar, para dar aviso y para asistencia de emergencia. También contienen instrucciones específicas y excepciones que tienen que ver con el contenido de esta etiqueta en lo relacionado con el equipo para la protección personal (PPE) e intervalos de entrada restringida. Los requisitos mencionados en esta sección se aplican únicamente a los usos de este producto que están regulados por las Normas para la Protección de los Trabajadores (WPS).

No entre ni permita la entrada de personal al área tratada durante el intervalo de entrada restringida (REI) de 4 horas.

El equipo de protección personal (PPE) permitido por el Estándar de Protección al Trabajador (WPS) necesario para una entrada prematura a lugares tratados y que implique el contacto con cualquier cosa que haya sido tratada como plantas, suelo o agua, es: overoles /monos, guantes resistentes a los productos químicos de más de 14 mil de espesor, fabricados con materiales como caucho (goma) butílico, caucho natural, neopreno o caucho nitrilo, zapatos y calcetines.

Requisitos para usos no agrícolas

Los requisitos en esta sección son para los usos de este producto que NO están cubiertos por WPS (40 CFR Sección 170) para el uso de pesticidas en la agricultura. Las regulaciones del WPS se aplican cuando el producto se usa para obtener productos agrícolas en haciendas, bosques, viveros e invernaderos.

Mantenga a las personas y a los animales domésticos fuera del área tratada hasta que la solución rociada se haya secado.

4.0 ALMACENAMIENTO Y DESECHO

Son fundamentales el almacenamiento y la eliminación adecuados de los pesticidas para evitar la exposición de las personas y el medio ambiente como consecuencia de pérdidas y derrames del producto, excedentes o desechos y actos de vandalismo. No permita que este producto contamine el agua, los alimentos de las personas y animales o las semillas por medio del almacenamiento y la eliminación.

ALMACENAMIENTO DEL PESTICIDA: Guarde los pesticidas lejos de los alimentos para personas, los alimentos para mascotas, los alimentos para animales, las semillas, los fertilizantes y los materiales de uso veterinario. Mantenga el envase bien cerrado para evitar derramamientos y contaminación.

ELIMINACION DEL PESTICIDA: Para evitar desechos, use todo el material contenido en este envase, incluyendo los residuos del enjuague, aplicándolo según las indicaciones de la etiqueta. Si no es posible evitar los desechos, ofrezca el producto restante a una planta de eliminación de desechos o a un programa de eliminación de pesticidas. Estos programas suelen ser manejados por gobiernos estatales o locales o por la industria. Todos los desechos deben seguir los procedimientos federales, estatales y locales aplicables.

Consulte la etiqueta del envase para las instrucciones sobre la manipulación y eliminación y las limitaciones de relleno del mismo.

5.0 INFORMACION GENERAL

Descripción del producto: Este producto es un herbicida sistémico de aplicación post-emergencia foliar, sin actividad residual en el suelo. Controla un amplio espectro de malezas anuales, malezas perennes, matorrales leñosos y árboles. Está formulado como un líquido soluble en agua que contiene surfactante y no es necesario ni se recomienda el agregado de otro surfactante. Puede aplicarse utilizando equipos convencionales después de su dilución y mezclado con agua o con otros medios de transporte según las instrucciones de la etiqueta.

Aparición de los síntomas: Este producto se mueve dentro de la planta desde el punto de aplicación sobre el follaje hasta las raíces. Los efectos visibles incluyen que la planta se marchite y se vuelva amarilla de forma gradual, hasta que su parte exterior se torne completamente color café; mientras tanto, las partes de la planta que están bajo tierra se deterioran completamente. Los efectos visibles en la mayoría de las malezas anuales se pueden apreciar entre los 2 y los 4 días después de la aplicación, pero en la mayoría de las malezas perennes es posible que no se observen hasta después de 7 días o más. El frío extremo o el cielo muy nublado después de la aplicación pueden retardar la actividad del producto y hacer que el efecto visual se demore.

Etapas de malezas: Las malezas anuales son más fáciles de controlar cuando son pequeñas. Para lograr el mejor control de la mayoría de las malezas perennes, el tratamiento debe realizarse en las últimas etapas de crecimiento, cerca de su etapa de madurez. Vea en las secciones "MALEZAS CONTROLADAS" de esta etiqueta las proporciones específicas para cada tipo de maleza.

Aplique siempre la mayor cantidad de producto dentro del rango indicado cuando las malezas son muy densas o cuando crecen en áreas no tocadas (no cultivadas). Puede haber una disminución de los resultados cuando se traten malezas afectadas por enfermedades o dañadas por los insectos, malezas cubiertas con mucho polvo o malezas en malas condiciones de crecimiento.

Modo de acción en las plantas: El ingrediente activo de este producto inhibe una enzima llamada sólo en las plantas y microorganismos que es esencial para la formación de aminoácidos específicos.

Prácticas culturales: Se podrá observar una reducción en el efecto si se aplica el producto a malezas anuales o perennes que hayan sido segadas, que hayan servido de alimento para animales o hayan sido cortadas, y que no hubiesen crecido nuevamente hasta el nivel recomendado para el tratamiento.

Resistencia a la lluvia: La lluvia torrencial poco después de la aplicación lavará el producto del follaje y se requerirá una nueva aplicación para obtener un control adecuado.

Cobertura de la pulverización: Para obtener mejores resultados, la cobertura del rocio debe ser completa y uniforme. No rocíe el follaje hasta el punto de escurrimiento.

No actividad en el suelo: Las malezas deben haber emergido en el momento de la aplicación para poder ser controladas por este producto. Las malezas que germinen de semillas después de la aplicación no serán controladas. Las plantas no emergidas con rizomas o raíces subterráneas de malezas perennes no conectadas no se verán afectadas por el herbicida y continuarán creciendo.

Cantidades de aplicación máximas: Las cantidades de aplicación o uso máximas especificadas en esta etiqueta están expresadas en unidades de volumen (tonzas fluidas o cuartos de galón) de este producto por acre. No obstante, las dosis máximas de aplicación permitidas corresponden al uso de este producto en combinación con otros herbicidas que contienen glifosato como principio activo, tanto si son aplicados como mezclas de tanque o por separado, en función de las libras totales de glifosato (libras de ácido equivalente) por acre. Si se aplica más de un producto que contiene glifosato al mismo sitio dentro del mismo año, debe asegurarse de que el uso total de glifosato (libras de ácido equivalente) no exceda el máximo permitido. El total combinado de todos los tratamientos no debe exceder 10.6 cuartos de galón de este producto (10.6 libras de ácido glifosato) por acre por año. Vea en la sección "INGREDIENTES" de esta etiqueta información importante sobre el producto.

ATENCION

EVITE EL CONTACTO DEL HERBICIDA CON EL FOLLAJE, TALLOS, RAMAS NO LEÑOSAS EXPUESTAS O FRUTOS EXPUESTOS DE LAS COSECHAS, PLANTAS Y ARBOLES DESEABLES. EN CASO CONTRARIO ES PROBABLE QUE SUFRAN GRAVES DAÑOS O SEAN DESTRUIDOS TOTALMENTE.

EVITE EL ACARRREO. CUANDO EL PRODUCTO SE APLIQUE, SE DEBE TENER MUCHO CUIDADO PARA PREVENIR EL DAÑO A PLANTAS Y CULTIVOS DESEABLES.

No permita que la solución del herbicida se nebulice, gotee, sea acarreada o salpique sobre la vegetación deseable. Una cantidad pequeña puede ser suficiente para causar daños graves o destruir las cosechas, plantas u otras áreas que no se desea tratar. La probabilidad de que ocurran daños por el uso de este producto aumenta cuando hay muchas ráfagas de viento, a medida que aumenta la velocidad del viento, cuando la velocidad del viento cambia constantemente o cuando existen otras condiciones meteorológicas que favorecen la dispersión del rociado. Cuando se esté aplicando el producto con un rociador, evite la combinación de presiones y tipos de boquilla que puedan dar como resultado salpicaduras o partículas finas (niebla), que tienen muchas probabilidades de que el producto sea acarreado. EVITE LA APLICACION A ALTA VELOCIDAD O PRESION EXCESIVAS.

NOTA: El uso de este producto de cualquier manera contraria a las indicaciones contenidas en esta etiqueta, puede resultar en lesiones a personas, animales o cosechas o pueden ocurrir otras consecuencias no deseadas.

5.1 Gestión de resistencia de malezas

GRUPO	9	HERBICIDA
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El glifosato, el principio activo de este producto, es un herbicida del grupo 9 según el sistema de clasificación de efecto de la Weed Science Society of America. Todas las poblaciones de malezas pueden contener plantas naturalmente resistentes a los herbicidas del grupo 9. Las especies de malezas resistentes a los herbicidas del grupo 9 pueden tratarse con buenos resultados utilizando herbicidas de otro grupo o adoptando otras prácticas culturales o mecánicas.

Para reducir al mínimo la incidencia de biotipos resistentes al glifosato, siga las siguientes recomendaciones generales con respecto a la gestión de malezas:

- Haga un reconocimiento del sitio de la aplicación antes y después de haber aplicado herbicidas.
- Comience a controlar las malezas cuanto antes, cuando sean todavía relativamente pequeñas.
- Donde sea apropiado, incorpore otros herbicidas y prácticas culturales o mecánicas como parte del sistema de control de malezas.
- Utilice la cantidad indicada en la etiqueta para las malezas más difíciles de controlar en el sitio. Evite las mezclas de tanque con otros herbicidas que reducen la eficacia de este producto (por antagonismo) o las recomendaciones de mezclas de tanque que alientan la utilización de cantidades de este producto inferiores a las recomendaciones de la etiqueta.
- Controle las malezas omitidas e impida que echen semilla.
- Limpie los equipos antes de trasladarse de un sitio a otro para reducir al mínimo la propagación de semillas de malezas.
- Utilice semillas comerciales nuevas con la menor cantidad posible de semillas de malezas.
- Informe todo incidente por falta de rendimiento reiterado de este producto en una maleza determinada al representante de Monsanto, vendedor minorista de su localidad o agente de extensión del condado.

5.2 Recomendaciones de gestión de biotipos de malezas resistentes al glifosato

NOTA: Es fundamental realizar las pruebas adecuadas para confirmar la resistencia de la maleza al glifosato. Póngase en contacto con su representante de Monsanto para determinar si se confirmó la resistencia de algún biotipo de maleza en particular en su región. Las recomendaciones de control para biotipos confirmados como resistentes al glifosato se dan a conocer con la publicación de etiquetas o fichas técnicas complementarias para este producto y puede solicitarlas al vendedor minorista o a su representante de Monsanto.

Debido a que no es posible determinar la existencia de nuevas malezas resistentes al glifosato hasta que se haya utilizado el producto y se cuente con la confirmación científica correspondiente, Monsanto Company no será responsable de ninguna pérdida que pudiera tener lugar en el caso de que este producto no lograra controlar de forma eficaz los biotipos de malezas resistentes al glifosato.

Siga las prácticas correctas de gestión de malezas para reducir la propagación de biotipos resistentes al glifosato confirmados:

- Si en su zona existe naturalmente un biotipo resistente, para lograr su control puede mezclar este producto en un tanque o aplicarlo secuencialmente con un herbicida debidamente etiquetado con efecto diferente.
- También se pueden utilizar prácticas de control culturales y mecánicas según corresponda.
- Haga un reconocimiento de los lugares tratados después de las aplicaciones de herbicida y controle las omisiones de biotipos resistentes antes de que echen semilla.
- Limpie minuciosamente los equipos antes de abandonar los lugares que se saben que contienen biotipos resistentes.

6.0 MEZCLA

Para mezclar, almacenar y aplicar la solución de este producto, se deben usar solamente envases de acero inoxidable, fibra de vidrio, plástico o envases de acero recubiertos internamente con plástico.

NO MEZCLE, ALMACENE NI APLIQUE ESTE PRODUCTO NI SOLUCIONES PARA ROCÍAR DE ESTE PRODUCTO EN ENVASES DE ACERO GALVANIZADO O ACERO NO REVESTIDO (SALVO ACERO INOXIDABLE) NI EN TANQUES DE ROCÍO.

Proceda con precaución para evitar el reflujo del líquido a la fuente de transporte. Utilice dispositivos antireflujo cuando así lo requieran las reglamentaciones estatales o locales.

Limpie las piezas del rociador inmediatamente después de su utilización lavándolas bien con agua.

NOTA: PUEDE OCURRIR UNA DISMINUCIÓN DE LOS RESULTADOS SI SE UTILIZA AGUA QUE CONTenga TIERRA, TAL COMO AGUA CON BARRO VISIBLE O AGUA DE CHARCAS O ACEQUIAS QUE NO ESTE CLARA.

6.1 Mezcla con agua

Este producto se mezcla fácilmente con agua. La solución para rociar se debe mezclar de la siguiente forma: Ponga la cantidad correcta de agua limpia en el tanque en el cual se va a preparar la mezcla. Agregue la cantidad recomendada de este producto cuando ya está cerca de completarse el llenado con agua y mezcle con cuidado (bien). Es posible que durante la mezcla y rocío, la solución produzca espuma. Para evitar o minimizar la formación de espuma, evite el uso de agitadores mecánicos, cierre las tuberías de derivación y de retorno en el fondo del tanque, y si es necesario, use compuestos aprobados para evitar la formación de espuma o para eliminar la espuma ya formada.

6.2 Mezclas de tanque

Este producto no proporciona control de malezas residuales. Este producto puede mezclarse en un tanque con otros herbicidas para lograr el control de malezas residuales, un espectro de control de malezas más amplio o un efecto alternativo. Lea y siga siempre las indicaciones de las etiquetas de todos los productos utilizados en la mezcla. Use conforme a las precauciones más restrictivas. Para la mezcla en tanque, puede utilizarse cualquier cantidad de este producto que se encuentre dentro del rango indicado en la etiqueta.

Cuando este etiqueta indique una mezcla de tanque con un ingrediente activo genérico como diuron, 2,4-D o dicamba, el usuario será responsable de asegurarse de que la etiqueta del producto de mezcla permita la aplicación específica.

El comprador y todos los usuarios serán responsables de cualquier pérdida o daño que pudiera ocurrir como consecuencia del uso o manipulación de mezclas de este producto con herbicidas u otros materiales que no estén expresamente recomendados en esta etiqueta. La mezcla de este producto con herbicidas u otros materiales no recomendados en esta etiqueta puede dar como resultado una reducción en su rendimiento.

6.3 Procedimiento para mezclas de tanque

Cuando haga mezclas de tanque, lea y siga cuidadosamente las instrucciones de la etiqueta, las precauciones y toda la información contenida en las etiquetas de todos los productos utilizados. Agregue el producto al tanque de mezcla según las instrucciones de la etiqueta. Agite continuamente y agregue la cantidad indicada en la etiqueta de este producto.

Agite continuamente hasta usar totalmente el contenido del tanque. Si se deja que la mezcla para rociar se asiente, agite bien para que la mezcla vuelva a estar en suspensión antes de continuar con el rocío.

A fin de minimizar la formación de espuma, mantenga las tuberías de retorno lo más cerca del fondo del tanque. El tamaño del cerrador en la bequilla o de los cerradores en las tuberías no debe ser menor al número 50.

Siempre determine previamente la compatibilidad de la mezcla de este producto, que viene en tanque rotulado, con agua como vehículo, mezclando cantidades pequeñas proporcionales con anticipación. Asegúrese de que la mezcla en tanque específica esté registrada para su aplicación en el área deseada.

Refiérase a la sección "Mezclas de tanque" para ver las precauciones adicionales.

6.4 Mezcla de soluciones en porcentaje

Prepare la cantidad deseada de la solución para rociar, mezclando las proporciones de este producto con agua, según se muestra en la siguiente tabla:

Volumen deseado	Cantidad de Ranger PRO herbicida					
	1/2%	1%	1-1/2%	2%	5%	10%
1 gal	2/3 oz	1-1/3 oz	2 oz	2-2/3 oz	6-1/2 oz	13 oz
25 gal	1 pt	1 qt	1-1/2 qt	2 qt	5 qt	10 qt
100 gal	2 qt	1 gal	1-1/2 gal	2 gal	5 gal	10 gal

2 cucharadas = 1 onza líquida

Cuando se usen rociadores tipo mochila, o para bombeo, se recomienda que la cantidad indicada en la etiqueta de este producto se mezcle con agua en un envase grande. Llene el rociador con la solución mezclada.

6.5 Surfactante

Se pueden emplear surfactantes no iónicos cuyo rótulo indique que pueden usarse con herbicidas. No reduzca las dosis de este producto cuando agregue surfactante. Cuando agregue surfactante adicional, use una concentración de surfactante de 0,5 por ciento (2 cuartos de galón por cada 100 galones de solución de rocío) cuando utilice surfactantes que contengan por lo menos 70 por ciento de ingrediente activo, o una concentración de surfactante de 1 por ciento (4 cuartos de galón por cada 100 galones de solución de rocío) en el caso de aquellos surfactantes que contengan menos de 70 por ciento de ingrediente activo. Lea y cumpla cuidadosamente con las precauciones y toda la información adicional que aparezca en el rótulo del surfactante.

6.6 Colorantes o tinturas

A este producto se le pueden agregar colorantes o tinturas para marcar, que sean aprobados para uso agrícola. Los colorantes o tinturas utilizados en las soluciones en aerosol de este producto pueden reducir su rendimiento, especialmente a bajas concentraciones del producto o a bajas diluciones. Para usar los colorantes y tinturas siga las instrucciones del fabricante.

6.7 Aditivos para controlar el acarreo del producto

Se pueden utilizar aditivos para el control de la deriva en todos los tipos de equipo, a excepción de aplicadores por frotación y barras de esponja. Cuando se use un aditivo para el control de la deriva, lea y cumpla cuidadosamente con las declaraciones preventivas y toda la información adicional que aparezca en la etiqueta del aditivo. El uso de aditivos para el control de la deriva puede afectar la cobertura del rocío, lo que puede dar como resultado una reducción en el rendimiento.

7.0 EQUIPOS Y TECNICAS PARA LA APLICACION

No use ningún sistema de irrigación para aplicar este producto.

APLIQUE ESTAS SOLUCIONES PARA ROCIAR UTILIZANDO EQUIPOS DEBIDAMENTE MANTENIDOS Y CALIBRADOS QUE SEAN CAPACES DE ROCIAR EL VOLUMEN DESEADO.

MANEJO DE LA DERIVA POR ROCIADO

EVITE LA DERIVA. DEBE USARSE EXTREMO CUIDADO EN LA APLICACION DE ESTE PRODUCTO PARA EVITAR DAÑOS A LA VEGETACION DESEADA.

No permita que la solución del herbicida empañe, gotee, se derive o salpique sobre la vegetación deseada, ya que minúsculas cantidades de este producto pueden causar daños graves o destrucción del cultivo, plantas u otras áreas que no se pretendía tratar.

Es la responsabilidad del aplicador evitar la deriva por rocío en el lugar de aplicación. La interacción de varios factores relacionados con el clima y el equipo determina la posibilidad de deriva por rocío. El aplicador y/o el cultivador son responsables de considerar todos estos factores al tomar decisiones.

7.1 Equipo aéreo

NO APLIQUE ESTE PRODUCTO CON EQUIPOS AEREOS EXCEPTO BAJO LAS CONDICIONES QUE SE ESPECIFICAN EN ESTA ETIQUETA.

PARA LA APLICACION AEREA EN CALIFORNIA, CONSULTE LA ETIQUETA EN EL SUPLEMENTO FEDERAL PARA APLICACIONES AEREAS EN DICHO ESTADO, PARA CONOCER LAS INSTRUCCIONES, RESTRICCIONES Y REQUISITOS ESPECIFICOS.

PARA EVITAR DAÑAR LA VEGETACION DESEADA ADJUNTA, SE DEBEN MANTENER ZONAS TAMPON ADECUADAS.

Evite la aplicación directa sobre cualquier cuerpo de agua.

Use las proporciones recomendadas de este producto con 3 a 25 galones de agua por acre.

Los rociadores gruesos tienen menos probabilidades de producir deriva; por lo tanto, no utilice boquillas o configuraciones de boquilla que apliquen el producto en forma de gotitas finas. No incline las boquillas hacia adelante en el flujo de aire y no aumente el volumen de rocío aumentando la presión de la boquilla. Pueden usarse aditivos para el control de la deriva. Cuando se use un aditivo para el control de la deriva, lea y cumpla cuidadosamente con las declaraciones preventivas y toda la información adicional que aparezca en la etiqueta del aditivo.

Asegúrese de que la aplicación sea uniforme—A fin de evitar que queden áreas sin tratar, que la aplicación no sea uniforme o que las aplicaciones se traslapen, se deben usar marcadores adecuados.

Mantenimiento de aviones

EL CONTACTO PROLONGADO DE ESTE PRODUCTO CON PARTES DE ACERO QUE NO ESTA RECUBIERTO CON ALGUN TIPO DE PROTECCION, PUEDE DAR COMO RESULTADO LA CORROSION Y POSIBLEMENTE QUE LAS PARTES FALLEN. Es posible prevenir la corrosión recubriendo las partes con pintura orgánica, que cumpla con las especificaciones aeroespaciales MIL-C-38413. Al final de cada día de trabajo, para evitar la corrosión de las partes expuestas, lave muy bien el avión a fin de remover los residuos de este producto que se acumulan durante el rocío o por derramamientos. Las partes del tren de aterrizaje son extremadamente susceptibles.

MANEJO DE LA DERIVA POR ROCIADO AEREO

Deben seguirse los siguientes requerimientos de manejo de la deriva para evitar el movimiento de ésta fuera de objetivo en aplicaciones aéreas a campos de cultivo agrícola.

1. La distancia del pulverizador más externo en la barra distribuidora no debe exceder 3/4 del largo de la envergadura o rotor.
2. Los pulverizadores deben siempre apuntar hacia atrás, paralelos a la corriente de aire, nunca hacia abajo más de 45 grados. En los estados con reglamentos más estrictos, éstos deben observarse.

Importancia del tamaño de la gotita

La forma más eficaz de reducir la posibilidad de deriva es la aplicación de gotitas grandes. La mejor estrategia de manejo de la deriva es la aplicación de las gotitas más grandes que proveen suficiente cobertura y control. La aplicación de gotitas más grandes reduce la posibilidad de deriva, pero no la evitará si las aplicaciones se realizan inadecuadamente o bajo condiciones ambientales desfavorables (vea las secciones de Viento, Temperatura y humedad, e Inversiones de temperatura en esta etiqueta).

Control del tamaño de la gotita

- **Volumen:** Use pulverizadores de velocidad de flujo alta para aplicar el mayor volumen de rocío práctico. Los pulverizadores con mayores velocidades de flujo producen gotitas más grandes.
- **Presión:** Use las presiones de rocío más bajas recomendadas para la boquilla. La presión más alta reduce el tamaño de la gotita y no mejora la penetración del todo. Cuando sean necesarias velocidades de flujo mayores, use la boquilla con velocidad de flujo mayor en lugar de aumentar la presión.
- **Número de pulverizadores:** Use el número mínimo de pulverizadores que provean cobertura uniforme.
- **Orientación del pulverizador:** Oriente los pulverizadores de modo que el rocío sea liberado hacia atrás, paralelo a la corriente de aire, produzca gotitas más grandes que en otras orientaciones. Una deflexión significativa de la horizontal reducirá el tamaño de la gotita y aumentará la posibilidad de deriva.
- **Tipo de pulverizador:** Use un tipo de pulverizador que esté diseñado para la aplicación prevista. Con la mayoría de los tipos de pulverizadores, los ángulos de rocío más angostos producen gotitas más grandes. Considere el uso de pulverizadores de deriva baja. Los pulverizadores de flujo sólido orientados hacia atrás producen gotitas más grandes que otros tipos de pulverizador.
- **Largo de la barra distribuidora:** Para algunos tipos de uso, la reducción del largo efectivo de la barra distribuidora a menos de 3/4 de la envergadura o el largo del rotor puede reducir más la deriva sin reducir el ancho de la hilerla (pasada).
- **Altura de la aplicación:** Las aplicaciones no deben realizarse a una altura mayor que 10 pies por encima de la copa de las plantas más grandes, a menos que se requiera mayor altura por razones de seguridad del aeroplano. La realización de las aplicaciones a la menor altura que sea segura reduce la exposición de las gotitas a la evaporación y el viento.

Ajuste de la hilerla (pasada)

Cuando las aplicaciones se lleven a cabo con viento lateral, la banda de aspersión se desplazará a favor del viento. Por ello, en los extremos con o contra el viento del campo, el aplicador debe compensar este desplazamiento ajustando la trayectoria del aeroplano contrario al viento. La distancia de ajuste de la hilerla debe aumentar, cuando aumenta la posibilidad de deriva (mayor viento, gotitas más pequeñas, etc.).

Viento

La posibilidad de deriva es menor con velocidades del viento entre 2 y 10 mph. Sin embargo, muchos factores, incluyendo el tamaño de las gotitas y el tipo de equipo determinan la posibilidad de deriva a una velocidad determinada. Debe evitarse la aplicación menos de 2 mph debido a la dirección variable del viento y la posibilidad alta de inversión. NOTA: El terreno local puede influir en los patrones de viento. Cada aplicador debe conocer los patrones (vientos) locales y cómo éstos afectan la deriva.

Temperatura y humedad

Cuando se realizan aplicaciones con humedad relativa baja, fije el equipo para que produzca gotitas más grandes para compensar por la evaporación. La evaporación de gotitas es más grave cuando las condiciones son calurosas y secas.

Inversiones de temperatura

No deben realizarse aplicaciones durante una inversión de temperatura debido a que la posibilidad de deriva es alta. Las inversiones de temperatura restringen la mezcla de aire vertical, lo que causa que pequeñas gotitas suspendidas permanezcan en una nube concentrada. Esta nube puede moverse en direcciones no predecibles debido a los vientos variables leves que son comunes durante las inversiones. Las inversiones de temperatura están caracterizadas por temperaturas en aumento con altitud y son comunes en las noches con cobertura de nubes limitada y poco o ningún viento. Comienzan a formarse cuando se mete el sol y a menudo continúan en la mañana. Su presencia puede indicarse por neblina en el suelo; sin embargo, si la neblina no está presente, las inversiones también pueden identificarse por el movimiento del humo desde una fuente del suelo o por el generador de humo de un aeroplano. El humo en capas que se mueve lateralmente en una nube concentrada (bajo condiciones de poco viento) indica una inversión, mientras que el humo que se mueve hacia arriba y se disipa rápidamente indica buena mezcla de aire vertical.

Áreas sensibles

Este producto sólo se debe aplicar cuando la posibilidad de deriva hacia zonas adyacentes susceptibles (como por ejemplo, áreas residenciales, masas de agua, hábitat conocido de especies amenazadas o en peligro de extinción, cultivos que no sean el objetivo) sea mínima, (como por ejemplo, cuando el viento sopla lejos de las áreas susceptibles).

7.2 Equipo de aplicación terrestre

Use las proporciones indicadas en la etiqueta de este producto con 3 a 40 galones de agua por acre para aplicaciones al voleo, a menos que se indique de otra manera en esta etiqueta en otras etiquetas o fichas técnicas complementarias publicadas por Monsanto. A medida que la densidad de las malezas aumenta, el volumen de rocío se

debe aumentar también para conseguir una cobertura completa, pero siempre dentro de los límites indicados en la etiqueta. A fin de evitar un rocío muy fino, seleccione la boquilla cuidadosamente. Para obtener mejores resultados con equipo a nivel del terreno, use boquillas tipo abanico plano. Asegúrese de que las gotas del rocío se distribuyan uniformemente.

7.3 Mochila o equipo de alto volumen

Aplique el producto al follaje de la vegetación que se desea controlar. En aplicaciones de rocío para mojar, la cobertura del follaje debe ser completa y uniforme. No rocíe hasta el punto de escurrimiento. Use rociadores gruesos solamente.

Refiérase a las instrucciones "Malezas anuales" de la sección "MALEZAS CONTROLADAS" para ver las proporciones y restricciones específicas.

7.4 Equipo especializado

Este producto puede ser diluido con agua y aplicado usando rociadores de recirculación, aplicadores con pantalla, rociadores con capucha, aplicadores por frotación o barras de esponja, sobre las malezas indicadas que crecen en cualquier lugar indicado en esta etiqueta.

EVITE EL CONTACTO DEL HERBICIDA CON LA VEGETACION DESEABLE. El contacto con este producto con la vegetación deseable, podría resultar en daños o en una destrucción de la planta.

Recirculación del rocío

Los rociadores de recirculación dirigen la solución hacia los tipos de malezas que crecen sobre vegetación deseable, mientras que la solución que no ha sido interceptada por las malezas se recoge y se retorna al tanque para volverla a usar.

Los aplicadores utilizados por encima de la vegetación deseable deben ser calibrados de tal manera que el rocío o el punto de contacto más bajo esté por lo menos a 2 pulgadas arriba de la vegetación deseable. Gotas, niebla, espuma o salpicaduras del herbicida en contacto con la vegetación deseable pueden causar con mucha probabilidad descoloración, atrofia o destrucción.

Se obtienen mejores resultados cuando una mayor cantidad de la maleza entra en contacto con el herbicida. Las malezas que no entran en contacto con la solución herbicida no serán afectadas. Esto puede ocurrir en lugares donde las malezas están muy concentradas, cuando la infestación es grave o donde la altura de las malezas es variada, lo que no permite que todas sean tocadas por el herbicida. En estos casos puede hacerse necesario repetir el tratamiento.

Aplicadores con pantalla y con capucha

Los rociadores con pantalla o con capucha aplican la solución del herbicida directamente sobre las malezas, al mismo tiempo que protegen la vegetación deseable, para que no sea tocada por el herbicida. Use boquillas que aseguren un recubrimiento uniforme en toda el área tratada. En los rociadores con pantalla, mantenga las pantallas debidamente colocadas a fin de proteger la vegetación que no se desea destruir. **SE DEBE TENER MUCHO CUIDADO PARA EVITAR EL CONTACTO DEL HERBICIDA CON LA VEGETACION DESEABLE.**

Aplicadores por frotación y barras de esponja

Los aplicadores por frotación o de esponja aplican la solución del herbicida frotando las malezas con un material absorbente que contenga la solución del herbicida. El equipo debe ser diseñado, mantenido y operado de manera que la solución del herbicida no haga contacto con la vegetación deseable. Opere este equipo a velocidades inferiores a las 5 millas por hora. En áreas donde la infestación es grave, se puede mejorar la eficacia reduciendo la velocidad, así se asegura que el frotador esté siempre adecuadamente saturado con la solución del herbicida. Se obtienen mejores resultados si se aplica 2 veces en direcciones opuestas.

Evite fugas o goteos sobre la vegetación deseable. Ajuste la altura de los aplicadores a fin de asegurar un contacto adecuado con las malezas. Mantenga limpias las superficies de frotación. Tenga presente que en terrenos inclinados, el herbicida puede migrar causando goteos en la parte baja y el secado de las mechas en la parte superior del aplicador por frotación.

No use aplicadores por frotación cuando las malezas estén mojadas.

Mezcle solamente la cantidad de solución que se usará durante el período de un día, debido a que el uso de sobras de días anteriores puede dar como resultado un efecto menos eficiente. Inmediatamente después de usar este producto, lave bien el aplicador usando bastante agua.

Para aplicadores de cordón o de mecha de esponja—Puede emplearse soluciones que oscilan entre 33 al 75 por ciento de este producto en agua.

Para aplicadores de panel y sistemas de alimentación a presión—Se pueden usar soluciones que oscilan entre 33 al 100 por ciento de este producto con agua.

Cuando se aplica de acuerdo a las recomendaciones, este producto CONTROLA las siguientes malezas:

Corn, volunteer	Sicklepod
Panicum, Texas	Spanishneedles
Rye, common	Starbur, bristly
Shattercane	

Cuando se aplica de acuerdo a las recomendaciones, este producto SUPRIME las siguientes malezas:

Beggarweed, Florida	Ragweed, common
Bermudagrass	Ragweed, giant
Dogbane, hemp	Smutgrass
Dogfennel	Sunflower
Guineagrass	Thistle, Canada
Johnsongrass	Thistle, musk
Milkweed	Vaseygrass
Nightshade, silverleaf	Velvetleaf
Pigweed, redroot	

7.5 Sistemas por inyección

Este producto puede usarse con sistemas de rocío por inyección, ya sean aéreos o a nivel del terreno. Puede usarse como concentrado líquido o diluido antes de la inyección en el centro de rocío. No mezcle este producto con concentraciones de otros productos sin diluir cuando use los sistemas por inyección salvo que se recomiende específicamente.

7.6 Equipo de aplicación por goteo controlado

La proporción de este producto aplicado por acre usando el equipo de aplicación por goteo controlado no debe ser menor que la cantidad indicada en esta etiqueta cuando se usa un equipo convencional para aplicaciones al voleo. Cuando se usa el equipo aplicador por goteo controlado montado en un vehículo, use de 2 a 15 galones de agua por acre.

Los equipos de goteo controlado producen un rociado que es difícil de ver. Se debe tener especial cuidado para evitar que el rociado o el acarreo entre en contacto con el follaje o cualquier otra parte verde de la vegetación que no se quiere tratar, ya que en caso contrario, es probable que ésta sea dañada o destruida.

8.0 RECOMENDACIONES SEGUN AREAS Y USO

A continuación aparecen las instrucciones detalladas para cada área.

A menos que se especifique lo contrario en esta etiqueta o en otras etiquetas o fichas técnicas complementarias publicadas por Monsanto, pueden hacerse aplicaciones para controlar las malezas indicadas en las tablas de malezas anuales, perennes y matorrales leñosos. Vea también la sección "EQUIPO SELECTIVO".

8.1 Troncos cortados

El tratamiento de troncos cortados puede hacerse en cualquier área listada en esta etiqueta. Este producto controla muchas especies de matorrales leñosos y árboles. Aplique este producto usando equipo adecuado para garantizar la cobertura completa del cámbium. Corte los árboles o sus brotes cerca de la superficie del suelo. Aplique una solución de este producto del 50 al 100 por ciento a la superficie recién cortada, inmediatamente después del corte. Demorar la aplicación puede reducir la eficacia del producto. Para obtener mejores resultados, la aplicación deberá hacerse durante los períodos de crecimiento activo y expansión completa de las hojas.

NO HAGA LAS APLICACIONES SOBRE TRONCOS CORTADOS CUANDO LAS RAICES DE LOS MATORRALES LEÑOSOS O ARBOLES DESEABLES PUEDEN ESTAR INJERTADAS A LAS RAICES DE LOS TRONCOS CORTADOS. Algunos brotes, tallos o árboles pueden compartir el mismo sistema radicular. Árboles que están contiguos, que tienen la misma edad, altura y separación pueden indicar raíces compartidas. Cuando se trata a uno o más árboles que tienen raíces en común, tanto si están injertados como si comparten el sistema radicular, es probable que se produzca un daño en los brotes/árboles no tratados.

8.2 Preparación del lugar para forestación

Este producto puede ser utilizado para controlar o controlar parcialmente malezas leñosas, árboles y malezas herbáceas en forestaciones, y preparar o crear claros para la vida silvestre en estos lugares y para mantener los caminos de las explotaciones forestales.

Este producto puede ser utilizado para preparar el lugar antes de plantar cualquier especie de árbol, como árboles de Navidad, eucaliptos, cultivos de árboles híbridos y viveros dedicados a la silvicultura

Utilice proporciones más concentradas de este producto dentro de los márgenes recomendados para controlar o controlar parcialmente malezas leñosas, árboles y malezas herbáceas perennes difíciles de controlar. Para obtener resultados óptimos, aplique este producto a árboles y arbustos leñosos en crecimiento activo después de la expansión completa de las hojas y antes de que éstas adquieran color otoñal y se caigan. Incremente la concentración dentro del margen recomendado para controlar malezas herbáceas perennes en cualquier momento después de la emergencia y antes de que aparezcan inflorescencias, flores o bayas.

Utilice proporciones menos concentradas de este producto dentro del margen recomendado para controlar malezas herbáceas anuales y malezas herbáceas perennes en crecimiento activo después de que aparezcan inflorescencias, flores o bayas. Aplique

al follaje de malezas herbáceas anuales en crecimiento activo en cualquier momento después de la emergencia.

Este producto carece de actividad herbicida o residual en la tierra. Si es necesario repelir las aplicaciones, no exceda los 10,6 cuartos de galón de este producto por acre por año.

MEZCLAS PARA TANQUE: Se pueden emplear mezclas de tanque con este producto para aumentar el espectro de la vegetación controlada. Antes de preparar una mezcla de tanque, lea y siga al pie de la letra las instrucciones, las advertencias de precaución y toda la información en las etiquetas de todos los productos utilizados. Use la mezcla conforme a las advertencias de precaución más estrictas indicadas para cada producto en la mezcla.

NOTA: Para la preparación de sitios de forestación, asegúrese de que el producto para mezclar en tanque esté aprobado antes de plantar las especies deseadas. Respete las restricciones del intervalo de plantación.

Todas las proporciones recomendadas de este producto se pueden utilizar en una mezcla de tanque con los siguientes productos para la preparación de sitios de forestación.

Arsenal Applicators Concentrate	Garlon 3A
Chopper	Garlon 4
Chopper Gen2	Oust XP
Escort	

Para controlar malezas herbáceas, utilice las proporciones de menor concentración recomendadas para la mezcla de tanque. Para controlar grupos densos o difíciles de arbustos leñosos y árboles, utilice las proporciones de mayor concentración recomendadas en mezcla de tanque.

No aplique este producto para aplicaciones al voleo en la parte superior de coníferas para forestación o árboles de madera dura a menos que se indique lo contrario en esta etiqueta o en otras etiquetas o fichas técnicas complementarias publicadas por Monsanto.

8.3 Áreas generales y áreas industriales

Este producto puede ser utilizado en áreas no cultivables como aeropuertos, conjuntos de apartamentos, sitios comerciales, orillas de acequias, caminos de entrada de automóviles, acequias secas, canales secos, filas de vallas, áreas de forestación, campos de golf, invernaderos, zonas industriales, áreas de paisaje, depósitos de madera, zonas de manufactura, solares municipales, zonas naturales, complejos de oficinas, cultivos ornamentales, parques, áreas de estacionamiento, zonas con tanques de petróleo e instalaciones de bombeo, vías de ferrocarril, áreas recreativas, áreas residenciales, derechos de paso, bordes de carreteras, escuelas, umbráculos, complejos deportivos, áreas de almacenamiento, subestaciones, zonas de césped, zonas de servicios públicos, zonas de almacenes, otras áreas públicas y zonas en la que se realiza gestión de vida silvestre.

También se puede utilizar este producto en áreas de cultivos no alimenticios, como granjas de árboles de Navidad, criaderos de plantas y granjas de césped o para semillas de césped.

A menos que se especifique lo contrario, pueden realizarse aplicaciones para controlar las malezas indicadas en la sección "MALEZAS CONTROLADAS" de esta etiqueta.

Control general de malezas, recortado de bordes y suelo limpio de malezas

Este producto puede utilizarse en áreas no cultivables y de cultivos no alimenticios. Puede aplicarse con cualquiera de los equipos descritos en este librito. Puede usarse para el recortado de bordes alrededor de objetos en áreas no cultivables, para tratamiento localizado de vegetación no deseable y para eliminar las malezas no deseables que crecen en cuadros de arbustos establecidos y plantaciones ornamentales. Este producto puede usarse antes de plantar un área con plantas ornamentales, flores, césped (tepales o semillas), o antes de colocar asfalto o de comenzar un proyecto de construcción.

Pueden hacerse aplicaciones repetidas de este producto, a medida que emergen las malezas, para mantener el suelo limpio de malezas.

MEZCLAS DE TANQUE: Este producto se puede mezclar en un tanque con los siguientes productos, siempre que éstos estén aprobados para el área de uso deseada. Consulte las etiquetas de estos productos para informarse sobre las áreas de uso y las dosis de aplicación aprobadas.

Arsenal	Kamiex	Ronstar 50 WSP
Barricade 65WG	Krovar 1 DF	Sahara
Clarity	Oust XP	simazine
diuron	Pendulum 3,3 EC	Surflan
Endurance	Pendulum WDG	Telar
Escort	Plateau	Vanquish
Garlon 3A	Princep DF	2,4-D
Garlon 4	Princep Liquid	

Este producto más las mezclas en tanque de dicamba no se pueden aplicar por rocío aéreo en California.

Cuando se aplica como mezcla de tanque para mantener el suelo limpio de malezas, este producto proporciona control sobre las malezas anuales emergidas y control o control parcial sobre las malezas perennes emergidas, matorrales leñosos y árboles.

Para controlar o controlar parcialmente las malezas perennes siguientes, aplique 1 a 2 cuartos de galón de este producto más 2 a 8 onzas de Oust XP por acre.

Bahiagrass	Fescue, tall
Bermudagrass	Johnsongrass
Broomsedge	Poorjoe
Dallisgrass	Quackgrass
Dock, curly	Vaseygrass
Dogfennel	Vervain, blue

Segador químico - Plantas perennes

Este producto suprime las hierbas perennes mencionadas en esta sección para servir como sustituto del saqueo. Use 8 onzas fluidas de este producto por acre cuando trate extensiones de tall fescue (*Festuca arundinacea*), fine fescue (*Festuca rubra*), orchardgrass (*Dactylis glomerata*), quackgrass (*Elytrigia repens*) o reed canarygrass (*Phalaris arundinacea*). Use 6 onzas fluidas de este producto por acre cuando trate Kentucky bluegrass. Aplique el tratamiento en 10 a 40 galones de solución para rociar por acre.

Uselo solamente en áreas en las que puede tolerarse un daño o decoloración temporal de las hierbas perennes.

Segador químico - Plantas anuales

Para suprimir el crecimiento de algunas hierbas anuales, tales como el ballico, la cebada silvestre y la avena loca anuales que crecen en céspedes agrestes al borde de las carreteras y otras áreas industriales, aplique de 4 a 5 onzas fluidas de este producto en 10 a 40 galones de solución de rocío por acre. Las aplicaciones se deben realizar cuando las hierbas anuales crezcan activamente y antes de que las semillas se encuentren en la etapa de "boot" del desarrollo. Los tratamientos pueden perjudicar a las hierbas deseadas.

Especie Bromus y Medusahead en pasturas y praderas

Especie *Bromus*. Este producto puede ser utilizado para tratar downy brome (*Bromus tectorum*), Japanese brome (*Bromus japonicus*), soft chess (*Bromus mollis*) y cheatgrass (*Bromus setchellii*) que se encuentran en lugares industriales, pasturas y praderas. Aplique por difusión, 8 a 16 onzas fluidas de este producto por acre.

Para obtener mejores resultados, el tratamiento debe coincidir con la emergencia temprana del epicótilo de las plantas más maduras. Demorar la aplicación hasta esta etapa del desarrollo maximizará la emergencia de otros brotes de malezas de pastos. Las aplicaciones se deben hacer todos los años sobre el mismo lugar hasta que se agoten los bancos de semilla y se puedan restablecer en el lugar los pastos perennes deseados.

Medusahead. Para tratar medusahead, aplique 16 onzas fluidas de este producto por acre, tan pronto como las plantas se encuentren en desarrollo activo y antes de la etapa de 4 hojas. Las aplicaciones se pueden hacer en el otoño o en la primavera.

Las aplicaciones sobre *Bromus* y sobre medusahead se pueden hacer utilizando equipo de pulverización terrestre o aéreo. Las aplicaciones aéreas para estos usos se pueden hacer utilizando equipos para aeronaves de ala fija o para helicóptero. Para aplicaciones aéreas, diluya en 2 a 10 galones de agua por acre. Para aplicaciones utilizando equipo terrestre, diluya en 10 a 20 galones de agua por acre. Cuando se aplica de acuerdo a las instrucciones de esta etiqueta, no hay restricciones al pastoreo.

Césped latente (durmiente)

Este producto puede usarse para controlar o suprimir muchas malezas anuales de invierno y tall fescue para el alivio eficaz de céspedes de bermudagrass y bahiagrass latentes. Trate solamente cuando el césped esté latente y antes de reverdecer en la primavera.

Aplique de 8 a 64 onzas fluidas de este producto por acre. Aplique las dosis recomendadas en 10 a 40 galones de agua por acre. Utilícelo sólo en áreas donde bermudagrass o bahiagrass sean coberturas de terreno convenientes y donde pueda tolerarse algún daño temporal o decoloración.

Los tratamientos en exceso de 16 onzas fluidas por acre pueden dañar o retrasar el reverdecer en las áreas donde se hace mucho mantenimiento, como campos de golf y jardines. NO aplique mezclas de tanque de este producto más Oust XP en áreas de césped donde se hace mucho mantenimiento. Para otros usos, vea la sección "Vías de ferrocarril" de esta etiqueta, que proporciona dosis para el tratamiento de bermudagrass latente y la sección "Bordes de las carreteras" de esta etiqueta, que proporciona dosis para tratamientos de bermudagrass y bahiagrass latentes.

Bermudagrass de crecimiento activo

Este producto puede emplearse para controlar total o parcialmente muchas malezas anuales y perennes a fin de obtener una distribución eficaz de bermudagrass de crecimiento activo. NO aplique más de 16 onzas fluidas de este producto por acre en áreas de céspedes de alto mantenimiento. NO aplique mezclas de tanque de este producto más Oust en áreas de céspedes de alto mantenimiento. Para otros usos, vea la sección "BORDES DE LAS CARRETERAS" de esta etiqueta, que proporciona dosis para tratamientos de bermudagrass de crecimiento activo. Utilícelo sólo en áreas donde puede tolerarse algún daño temporal o decoloración.

Renovación del césped, producción de semillas o tepes

Este producto controla la mayoría de la vegetación existente antes de la renovación del césped o de establecer céspedes cultivados para semilla o tepes. Para un control máximo de la vegetación existente, demore la siembra o cobertura de césped a fin de determinar si las partes de la planta que quedaron bajo tierra vuelven a crecer. Cuando sea necesario repetir el tratamiento, permita que las plantas se desarrollen lo suficiente antes de volver a tratar. Para controlar más eficientemente las hierbas de estación caliente, como bermudagrass, se debe aplicar este producto en el verano o en el otoño.

En lugares donde la vegetación existente esté creciendo y el césped esté bajo un programa de siega, aplique este producto después de omitir por lo menos un corte del césped para permitir un crecimiento suficiente a fin de que el rociado sea interceptado por las plantas.

No renueve la tierra ni las partes de la planta que estén bajo tierra antes del tratamiento. La labranza o las técnicas de renovación como corte vertical, perforación o rebanado deben esperar 7 días después de la aplicación a fin de permitir la absorción adecuada en las partes de la planta que estén bajo tierra.

Pueden plantarse los céspedes convenientes siguiendo los procedimientos anteriormente mencionados.

Puede utilizarse equipo de mano para el tratamiento in situ de vegetación no deseada que crezca en el césped existente. Puede utilizarse equipo de difusión o de mano para controlar los restos de tepes u otra vegetación no deseada después de cosechar el tepe.

Si las dosis de aplicación ascienden a 3 qt (cuartos de galón) por acre o menos, no se requiere un período de espera entre el tratamiento y la alimentación o pastoreo del ganado. Si la dosis es mayor de 3 qt por acre, retire el ganado doméstico antes de la aplicación y espere 8 semanas después de la aplicación antes de pastorear o cosechar.

8.4 Manejo de hábitats

Restauración y mantenimiento de hábitats

Este producto puede ser usado para controlar la vegetación exótica y otras plantas indeseables en áreas de manejo de hábitats y en áreas naturales, incluyendo pastizales y refugios para la fauna silvestre. Pueden hacerse aplicaciones para permitir la recuperación de las especies de plantas nativas, antes de plantar dichas especies nativas deseables, y para otros requisitos similares de control de la vegetación de amplia efectividad. A fin de eliminar selectivamente ciertas plantas indeseables, se pueden hacer aplicaciones en puntos específicos para controlar y mejorar el hábitat.

Sitios donde se siembran alimentos para la fauna silvestre

Este producto puede ser usado para preparar el terreno donde se desea sembrar alimentos para la fauna silvestre. Cualquier especie de alimento para la fauna silvestre puede ser sembrada después de aplicar este producto, o también se puede permitir que las especies nativas vuelvan a poblar el área. Si hace falta labrar para preparar el terreno antes de sembrar las semillas, espere 7 días después de aplicar este producto antes de arar a fin de permitir la absorción adecuada en las partes de la planta que estén bajo tierra.

8.5 Inyección y chorro (matorrales leñosos y árboles)

Este producto puede aplicarse por inyección o chorro para el control total o parcial de matorrales leñosos y árboles. Aplique este producto usando equipo adecuado, que debe ser capaz de penetrar en el tejido vivo. Aplique el equivalente a 1/25 onza fluida (1 mL) de este producto por cada 2 ó 3 pulgadas de diámetro del tronco a la altura del pecho (DBH en inglés). La mejor forma de hacerlo es aplicando una solución del 50 al 100 por ciento, este producto, con un chorro continuo alrededor del árbol o en cortes espaciados uniformemente alrededor del árbol y por debajo del nivel de las ramas. A medida que el diámetro del árbol aumenta, se obtienen mejores resultados con el chorro continuo alrededor del árbol o en cortes espaciados muy cerca entre sí alrededor del árbol. Evite las aplicaciones que permitan el escurrimiento de material cuando se chorrea alrededor del árbol o sobre los cortes en árboles que tienen la facilidad de exudar savia de los cortes. En especies de este tipo, haga los cortes de manera oblicua a fin de producir el efecto de copa y use el producto sin diluir. Para obtener mejores resultados, la aplicación debe tener lugar durante períodos de crecimiento activo y expansión completa de las hojas. En especies de este tipo, haga los cortes de manera oblicua a fin de producir el efecto de copa y use el producto sin diluir. Para obtener mejores resultados, la aplicación debe tener lugar durante períodos de crecimiento activo y expansión completa de las hojas.

8.6 Plantas ornamentales, viveros y árboles de Navidad

Post-dirigido y recortado de bordes

Este producto puede ser utilizado antes como un rocío post-dirigido alrededor de especies ornamentales leñosas establecidas, como arbovitae, azalea, boxwood, crabapple, eucalyptus, euonymus, fir, douglas fir, jujoba, hollies, lilac, magnolia, maple, oak, poplar, privet, pine, spruce y yew, que crecen en viveros, en granjas de árboles de Navidad o en otros sitios de producción de árboles no alimenticios. Este producto también puede ser utilizado para recortado de bordes alrededor de árboles, edificios, aceras y carreteras, plantas en macetas y otros objetos de viveros.

Las plantas deseables pueden ser protegidas de la solución usando pantallas o cubriéndolas con cartón o con algún otro material impermeable. ESTE PRODUCTO NO SE RECOMIENDA PARA ROCIARSE DESDE ARRIBA SOBRE PLANTAS ORNAMENTALES Y ÁRBOLES DE NAVIDAD. Se debe tener mucho cuidado para que el rocío, acarreo o vapor de este producto no hagan contacto con el follaje o la corteza de las especies ornamentales establecidas.

Preparación del terreno

Este producto puede ser usado antes de plantar cualquier tipo de planta ornamental, de vivero o árboles de Navidad.

Aplicadores por frotación

Este producto se puede usar mediante aplicadores de mecha de esponja u otro tipo de aplicadores por frotación adecuados, para controlar total o parcialmente la vegetación indeseable alrededor de eucaliptos o álamos. Consulte la sección "Equipo especializado" de este rótulo para obtener mayor información sobre el uso adecuado de los aplicadores por frotación.

Invernaderos/cobertizos

Este producto puede ser usado para controlar las malezas que estén creciendo en o alrededor de los invernaderos y cobertizos. No debe haber vegetación que no se quiera destruir y los equipos de ventilación deben estar apagados.

8.7 Parques, áreas recreativas y residenciales

Este producto puede usarse en parques, áreas recreativas y residenciales. Puede aplicarse con cualquiera de los equipos descritos en este librito. Puede usarse para el recortado de bordes alrededor de árboles, vallas, caminos, alrededor de edificios, aceras y otros objetos en estas áreas. Puede usarse para tratamiento localizado de vegetación no deseable y para eliminar las malezas no deseables que crecen en cuadros de arbustos establecidos y plantaciones ornamentales. Este producto puede usarse antes de plantar un área con plantas ornamentales, flores, césped (tepes o semillas), o antes de colocar asfalto o de comenzar un proyecto de construcción.

Todas las instrucciones de la sección "Áreas no cultivadas y áreas industriales" son válidas para los parques y áreas recreativas.

8.8 Vías de ferrocarril

Todas las instrucciones de la sección "Áreas no cultivadas y áreas industriales" son válidas para las vías de ferrocarril.

Suelo vacío, balastos y bordes, cruces y tratamiento localizado

Este producto puede ser usado para mantener el suelo limpio de malezas en balastos y bordes de las vías de ferrocarril. Pueden hacerse aplicaciones repetidas de este producto, a medida que emergen las malezas, para mantener el suelo limpio de malezas. Este producto puede usarse para controlar las malezas altas y mejorar la línea visual en los cruces de ferrocarril y reducir la necesidad de segar a lo largo de las servidumbres de vía. Para aplicaciones en los cruces, pueden usarse hasta 80 galones de solución para rociar por acre.

Este producto puede mezclarse en tanque con los siguientes productos para tratamiento de balastos, bordes, tratamientos localizados, suelo limpio de malezas y cruces:

Arsenal	Krovat I DF
Clarity	Oust XP
diuron	Sahara
Escort	Spike
Garlon 3A	Telar
Garlon 4	Yanquish
Hyvar X	2,4-D

Control de matorrales

Este producto puede ser usado para controlar matorrales leñosos y árboles en las servidumbres de vía. Aplique de 4 a 10 cuartos de galón de este producto por acre para aplicaciones diseminadas, usando boquillas tipo aguilón o sin aguilón. Pueden usarse hasta 80 galones de solución para rociar por acre. Aplique una solución de 3/4 a 2 por ciento de este producto cuando haga aplicaciones de rociado para mojar a gran escala. Aplique una solución de 5 a 10 por ciento de este producto cuando haga aplicaciones de rociado dirigido a pequeña escala para tratamientos localizados. Este producto puede ser mezclado con los siguientes productos para un mejor control de los matorrales leñosos y árboles:

Arsenal	Garlon 4
Escort	Tordon K
Garlon 3A	

Mantenimiento del Bermudagrass

Este producto puede ser usado para controlar o controlar parcialmente muchas malezas anuales y perennes para el mantenimiento eficaz de bermudagrass que está creciendo activamente. Aplique de 1 a 3 pintas de este producto en un máximo de 80 galones de solución para rociar por acre. Para tratar malezas anuales que tengan menos de 6 pulgadas de altura (o el largo de los tallos), use las proporciones más bajas. Use la proporción más alta a medida que las malezas aumenten de tamaño o cuando estén cerca de la floración o de la formación de semillas. Estas proporciones también controlan parcialmente las siguientes especies perennes:

Bahiagrass	Johnsongrass
Bluestem, silver	Trumpet creeper
Fescue, tall	Vaseygrass

Este producto puede ser mezclado con Oust XP. Si se mezcla en tanques, no use más de 1 a 3 pintas de este producto con 1 a 2 onzas de Oust XP por acre. Para tratar malezas anuales listadas en esta etiqueta en la etiqueta de Oust XP, que tengan menos de 6 pulgadas de altura (o el largo de los tallos), use las proporciones más bajas de cada producto. Use la proporción más alta a medida que las malezas aumenten de tamaño o cuando estén cerca de la floración o de la formación de semillas. Estas proporciones también controlan parcialmente las siguientes especies perennes:

Bahiagrass	Fescue, tall
Blackberry	Johnsongrass
Bluestem, silver	Poorjoe
Broomsedge	Raspberry
Dallisgrass	Trumpetcreeper
Dewberry	Vaseygrass
Dock, curly	Vervain, blue
Dogfennel	

Úselo solamente en bermudagrass que esté bien establecido. Como resultado del tratamiento, el bermudagrass puede sufrir deterioro, pero volverá a crecer si se riega. No se recomienda repetir el tratamiento en la misma estación, ya que esto puede ocasionar daños graves al bermudagrass.

8.9 Bordes de las Carreteras

Todas las instrucciones de la sección "Áreas no cultivadas y áreas industriales" son válidas para bordes de las carreteras.

Tratamiento de bordes

Este producto puede ser usado en los bordes de las carreteras. Puede aplicarse con rociadores de aguilón, rociadores de pantalla, boquillas descentradas de gran volumen, equipo de mano y equipos similares.

Barandas y otros obstáculos para la siega

Este producto puede ser usado para controlar las malezas que crecen debajo de las barandas y alrededor de la señalización y otros objetos en los bordes de las carreteras.

Tratamiento localizado

Este producto puede ser usado como tratamiento localizado para controlar la vegetación indeseable que crece a lo largo de los bordes de las carreteras.

Mazclas de tanque

Este producto puede mezclarse en tanque con los siguientes productos para tratamientos de bordes, barandas, localizados y de suelo vacío siempre y cuando dichos productos estén aprobados para su uso en dichos sitios. Lea y siga con cuidado las indicaciones, declaraciones preventivas y toda la demás información incluida en las etiquetas de los productos utilizados:

Clarity	Princep DF
diuron	Princep Liquid
Endurance	Ronstar 50 WSP
Escort	Sahara
Krovar 1 DF	sifmazine
Oust XP	Sufflon
Outrider®	Telar
Pendulum 3,3 EC	Vanquish
Pendulum WDG	2,4-D

Vea las instrucciones generales para mezclas de tanque en la sección "Mezclas de tanques" de esta etiqueta.

Mantenimiento del Bermudagrass y Bahiagrass

Aplicaciones cuando estén latentes (durmientes)

Este producto puede usarse para controlar o controlar parcialmente muchas malezas anuales de invierno y tall fescue para el alivio eficaz de bermudagrass y bahiagrass latentes. Trate solamente cuando el césped esté latente y antes de su reverdecer primaveral. Este producto puede mezclarse en tanque con el herbicida Outrider o Oust XP para el control residual. Las mezclas de tanque de este producto con Oust XP pueden retrasar el reverdecer.

Para obtener mejores resultados con malezas anuales de invierno, haga el tratamiento cuando las plantas estén en una etapa temprana de su crecimiento (menos de 6 pulgadas de altura) después de que la mayoría haya germinado. Para obtener mejores resultados con tall fescue, haga el tratamiento cuando el fescue esté en o después de su etapa de 4 a 6 hojas.

Aplique de 8 a 64 onzas de este producto en una mezcla de tanque con 3/4 a 1-1/3 de onza de herbicida Outrider por acre. Lea y siga todas las instrucciones de la etiqueta del herbicida Outrider.

Aplique de 8 a 64 onzas fluidas de este producto por acre, solo o en mezcla de tanque con 1/4 a 1 onza de Oust XP por acre. Aplique las proporciones recomendadas en 10 a 40 galones de agua por acre. Úselo solamente en áreas donde el bermudagrass o bahiagrass son deseables y en las que puede tolerarse un poco de daño o decoloración. Para evitar que el reverdecer se retrarde y para minimizar el daño, no agregue más de 1 onza de Oust XP por acre sobre bermudagrass y no más de 1/2 onza de Oust XP por acre sobre bahiagrass, y evite el tratamiento cuando estas hierbas se encuentren en estado semilátente.

Bermudagrass que esté creciendo activamente

Este producto puede ser usado para controlar total o parcialmente muchas malezas anuales y perennes para el mantenimiento eficaz de bermudagrass que esté creciendo activamente. Aplique de 1 a 3 pintas de este producto en 10 a 40 galones de solución para rociar por acre. Para tratar malezas anuales que tengan menos de 6 pulgadas de altura (o el largo de los tallos), use las proporciones más bajas. Use la proporción más alta a medida que las malezas aumenten de tamaño o cuando estén cerca de la floración o de la formación de semillas. Estas proporciones también controlan parcialmente las siguientes especies perennes:

Bahiagrass	Johnsongrass
Bluestem, silver	Trumpetcreeper
Fescue, tall	Vaseygrass

Este producto puede ser mezclado en tanque con el Outrider para el control o el control parcial de *Sorghum halepense* (Johnsongrass) y otras malas hierbas indicadas en la etiqueta del Outrider. Use de 8 a 32 onzas de este producto con 3/4 a 1-1/3 onzas de Outrider. Utilice las proporciones más altas de ambos productos para el control de malas hierbas perennes o anuales que tengan una altura superior a 6 pulgadas.

Este producto puede ser mezclado con Oust XP. Si se mezcla en tanques, no use más de 1 a 2 pintas de este producto con 1 a 2 onzas de Oust XP por acre. Para tratar malezas anuales listadas en esta etiqueta y en las etiquetas de Oust XP que tengan menos de 6 pulgadas de altura (o el largo de los tallos), use las proporciones más bajas de cada producto. Use la proporción más alta a medida que las malezas aumenten de tamaño o cuando estén cerca de la floración o de la formación de semillas. Estas proporciones también controlan parcialmente las siguientes especies perennes:

Bahiagrass	Fescue, tall
Bluestem, silver	Johnsongrass
Broomsedge	Poorjoe
Dallisgrass	Trumpetcreeper
Dock, curly	Vaseygrass
Dogfennel	Vervain, blue

Úselo solamente en bermudagrass que esté bien establecido. Como resultado del tratamiento, el bermudagrass puede sufrir deterioro, pero volverá a crecer si se riega. No se recomienda repetir el tratamiento con la mezcla de tanque en la misma estación, ya que esto puede ocasionar daños graves al bermudagrass.

Bahiagrass que esté creciendo activamente

Para suprimir el crecimiento vegetativo y la inhibición de la formación de semillas de bahiagrass durante aproximadamente 45 días, aplique 6 onzas fluidas de este producto en 10 a 40 galones de agua por acre. Aplique de 1 a 2 semanas después de reverdecer completo o después de cortar a una altura uniforme de 3 a 4 pulgadas. Esta aplicación debe ser hecha antes de la emergencia de las semillas.

Para la supresión durante un máximo de 120 días, aplique 4 onzas fluidas de este producto por acre, y a continuación una aplicación de 2 a 4 onzas fluidas por acre unos 45 días más tarde. No haga más de 2 aplicaciones al año.

Este producto se puede utilizar para el control o el control parcial de *Sorghum halepense* (Johnsongrass) y otras malas hierbas indicadas en la etiqueta de Outrider, en *Paspalum notatum* (bahiagrass) en crecimiento activo. Aplique de 1-1/2 a 4-3/4 onzas de este producto con 0.75 a 1.33 onzas de Outrider por acre. Utilice las proporciones más altas para el control de malas hierbas perennes o anuales que tengan una altura superior a 6 pulgadas. Utilice sólo en *Paspalum notatum* (bahiagrass) bien establecido.

Utilice las mezclas del tanque de este producto con Oust XP. Aplique 6 onzas fluidas de este producto con 0.25 onzas de Oust XP por acre, 1 a 2 semanas después de la primera siega de la primavera. Haga solamente 1 aplicación al año.

8.10 Sitos de servicios públicos

Este producto puede ser utilizado junto a derechos de paso para alimentación eléctrica, conductos y teléfonos y en otros lugares asociados con estos derechos de paso, como subestaciones, bordes de carreteras, líneas de ferrocarril o derechos de paso similares para servicios públicos.

Este producto puede ser utilizado en áreas de servicios públicos y subestaciones para el mantenimiento del suelo limpio de malezas, el recortado de bordes y el tratamiento localizado de vegetación no deseable, así como para eliminar las malezas no deseables que crecen en cuadros de arbustos establecidos o plantaciones ornamentales. Este producto puede ser utilizado antes de plantar un área de servicios públicos con plantas ornamentales, flores y césped (panes de césped o semillas) o antes de comenzar un proyecto de construcción.

Pueden hacerse aplicaciones repetidas de este producto, a medida que emergen las malezas, para mantener el suelo limpio de malezas.

Este producto también puede ser utilizado para preparar o establecer zonas de reserva de vida silvestre dentro de estos sitios, manteniendo los caminos de acceso y para el recorte lateral a lo largo de los derechos de paso.

Mezclas de tanque

Se pueden emplear mezclas de tanque con este producto para aumentar el espectro de control de malezas herbáceas, arbustos leñosos y árboles, siempre que el producto específico esté registrado para su aplicación en el terreno deseado. Antes de preparar una mezcla de tanque, lea y siga al pie de la letra las instrucciones, las advertencias de precaución y toda la información en las etiquetas de todos los productos utilizados. Use la mezcla conforme a las advertencias de precaución más estrictas indicadas para cada producto en la mezcla. Pueden utilizarse en mezclas de tanque todas las proporciones recomendadas de este producto.

Para controlar malezas herbáceas, utilice las proporciones de menor concentración recomendadas para la mezcla de tanque. Para controlar grupos densos o difíciles de arbustos leñosos y árboles, utilice las proporciones de mayor concentración recomendadas.

MEZCLAS DE TANQUE: Este producto se puede mezclar en tanque con los siguientes productos para su uso en áreas de servicios públicos, siempre y cuando los productos

estén aprobados para su uso en dichos sitios. Refiérase a las etiquetas de cada producto para los sitios y proporciones de aplicación aprobados.

Arsenal	Outrider
atrazine ¹	pendimethalin ¹
Barricade 65WG	Plateau
dicamba ¹	Ronstar 50 WP
diuron ¹	Sahara
Endurance	simazine ¹
Escort	Surflan AS
Escort XP	Surflan WDG
Garlon 3A ²	Telar DF
Garlon 4 ³	Transline
Krenite	Vanquish
Krovar I DF	Velpar DF
Oust	Velpar I
Oust XP	2,4-D ¹

¹ Pueden realizarse mezclas en tanque con productos que contienen este ingrediente activo genérico siempre y cuando dichos productos estén aprobados para su aplicación en el lugar deseado.

² Antes de agregar este producto, asegúrese de haber mezclado completamente Garlon 3A con agua, conforme a las instrucciones de la etiqueta. Para evitar problemas de incompatibilidad de rocío, agite la mezcla del rocío en el momento en que se agregue este producto.

³ Para tratamientos de recorte lateral, use este producto solo o en una mezcla en tanque con Garlon 4.

Tierra desprovista de vegetación y podas y bordes

Este producto se puede utilizar en sitios de servicios públicos y subestaciones para terreno desprovisto de vegetación y para objetos con bordes recortados, para tratamiento localizado de vegetación no deseable y para eliminar las malezas no deseables que crecen en cuadros de arbustos establecidos y plantaciones ornamentales. Este producto puede usarse antes de plantar un área con plantas ornamentales, flores, césped (tapas o semillas), o antes de colocar asfalto o de comenzar un proyecto de construcción.

Pueden hacerse aplicaciones repetidas de este producto, a medida que emergen las malezas, para mantener el suelo limpio de malezas.

Este producto se puede mezclar en tanque con los siguientes productos. Consulte en las etiquetas de estos productos los lugares aprobados para emplearlos en el establecimiento no cultivados y las proporciones de aplicación.

Arsenal	Plateau
Banvel	Princep DF
Barricade 65WG	Princep Liquid
diuron	Ronstar 50 WP
Endurance	Sahara
Escort	simazine
Garlon 3A	Surflan

9.0 TIPOS DE MALEZAS CONTROLADAS

Use siempre la proporción más alta de este producto por acre, dentro de las proporciones recomendadas, cuando las malezas son densas o cuando crecen en un área no tocada (no cultivada).

Puede haber una disminución de los resultados cuando se tratan malezas cubiertas con mucho polvo. Para las malezas que han sido segadas, pastadas o cortadas, permita que vuelvan a crecer antes del tratamiento.

Cuando realice aplicaciones de rocío dirigido a pequeña escala, utilice una solución de 5 a 10 por ciento de este producto para el control total o parcial de malezas anuales, malezas perennes o matorrales leñosos y árboles. La cobertura del rocío debe ser uniforme y tomar contacto con al menos el 50 por ciento del follaje. La cobertura de la mitad superior de la planta es importante para obtener resultados óptimos. Para asegurar la cobertura del rocío adecuada, rocíe ambos lados de los matorrales leñosos y de los árboles grandes o altos, cuando el follaje es espeso y denso o cuando hay varios rebrotes.

Vea las secciones siguientes para las proporciones recomendadas para el control de malezas, matorrales leñosos y árboles anuales y perennes. Para las malezas, matorrales leñosos y árboles difíciles de controlar, donde las plantas crecen en condiciones de estrés, o donde la infestación es densa, pueden usarse 5 a 10 cuartos de galón por acre de este producto para obtener mejores resultados.

9.1 Malezas anuales

Use 1 cuarto de galón por acre si las malezas tienen menos de 6 pulgadas de altura o largo de los tallos y 1.5 cuartos a 4 cuartos de galón por acre si las malezas tienen más de 6 pulgadas de altura o largo de los tallos o cuando las malezas crecen en condiciones de estrés.

Para aplicaciones de rociado para mojar, aplique una solución de 1/2 por ciento de este producto a las malezas que tengan menos de 6 pulgadas de altura o largo de los tallos. Haga la aplicación antes de la formación de semillas para la hierba, o la formación de yemas para las malezas de hoja ancha. Para las malezas anuales que tienen más de 6 pulgadas de altura o las malezas más pequeñas que crecen en condiciones de estrés,

use una solución del 1 al 2 por ciento. Use la dosis más alta para las especies difíciles de controlar o las malezas de más de 24 pulgadas de altura.

ESPECIES DE MALEZAS

Anoda, spurred	Medusahead*
Barley*	Morningglory (<i>Ipomoea spp</i>)
Barley, little*	Mustard, blue*
Barnyardgrass*	Mustard, fancy*
Bassia, livehook	Mustard, tumble*
Bittercress*	Mustard, wild*
Bluegrass, annual*	Nightshade, black*
Bluegrass, bulbous*	Oats
Brome, downy*	Panicum, browntop*
Brome, Japanese*	Panicum, fall*
Buttercup*	Panicum, Texas*
Castorbean	Pennycress, field*
Cheatgrass*	Pepperweed, Virginia*
Cheeseweed (<i>Malva parviflora</i>)	Pigweed*
Chervi*	Puncturevine
Chickweed*	Purslane, common
Cocklebur*	Pusley, Florida
Copperleaf, hophornbeam	Ragweed, common*
Copperleaf, Virginia	Ragweed, giant
Coreopsis, plains/tickseed*	Rice, red
Corn*	Rocket, London*
Crabgrass*	Rocket, yellow
Cupgrass, woolly*	Rye*
Dwarfandelion*	Ryegrass*
Eclipta*	Sandbar, field*
Falsedandelion*	Sesbania, hemp
Falselaf, smallseed*	Shattercane*
Fiddleneck	Shepherd's-purse*
Filaree	Sicklepod
Fleabane, annual*	Signalgrass, broadleaf*
Fleabane, hairy	Smartweed, ladyshthumb*
(<i>Conyza bonariensis</i>)*	Smartweed, Pennsylvania*
Fleabane, tough*	Sorghum, grain (milo)*
Foxtail*	Sowthistle, annual
Foxtail, Carolina*	Spanishneedles
Geranium, Carolina	Speedwell, corn*
Guaifragra, jointed*	Speedwell, purslane*
Goosegrass	Sprangletop*
Groundsel, common*	Spurge, annual
Henbit	Spurge, prostrate*
Horseweed/Marestail	Spurge, spotted*
(<i>Conyza canadensis</i>)	Spurry, umbrella*
Itchgrass*	Starthistle, yellow
Johnsongrass, seedling	Stinkgrass*
Junglerice	Sunflower*
Knotweed	Teaweed/Prickly sida
Kochia	Thistle, Russian
Lamb's-quarters*	Velvetleaf
Lettuce, prickly*	Wheat*
Mannagrass, eastern*	Wild oats*
Mayweed	Witchgrass*

*Cuando use equipos de aplicación diseminada a nivel del terreno (aplicaciones aéreas o rociadores de aguilón con boquillas tipo abanico plano), estas especies serán controladas o controladas parcialmente con 1 pinta de este producto por acre. Las aplicaciones deben hacerse usando de 3 a 10 galones de volumen por acre. Use boquillas que garanticen una cobertura completa del follaje y haga el tratamiento cuando las malezas estén en su etapa temprana de crecimiento.

9.2 Malezas perennes

Los mejores resultados se obtienen cuando las malezas perennes son tratadas una vez que han alcanzado la etapa reproductiva de su crecimiento (inicio de las semillas para hierbas y formación de yemas para malezas de hoja ancha). Para las plantas sin flores, los mejores resultados se obtienen cuando las plantas alcanzan el estado de madurez. En muchos casos, se requiere el tratamiento antes de estas etapas del crecimiento. En estos casos, use la proporción más alta dentro de las proporciones recomendadas.

Use una solución del 2 por ciento en malezas perennes difíciles de controlar como pasto bermudagrass, dock, field bindweed, hemp dogbane, milkweed y Canada thistle.

Asegúrese de que la cobertura sea a fondo cuando emplee tratamientos de rociado para mojar con equipo de mano. Cuando se utilice equipo manual para tratamientos puntuales localizados de bajo volumen, aplique una solución de 5 a 10 por ciento de este producto.

Espera 7 días o más después de la aplicación antes de labrar.

Especies de malezas	Proporción (cuartos por acre)	% de solución de mano
Alfalfa*	1	2
Alligatorweed*	4	1.5
Anise (fenel)	2 - 4	1 - 2
Artichoke, Jerusalem	3 - 5	2
Bahiagrass	3 - 5	2
Beachgrass, European (<i>Ammophila arenaria</i>)	---	5
Bentgrass*	1.5	2
Bermudagrass	5	2
Bermudagrass, water (knotgrass)	1.5	2
Bindweed, field	4 - 5	2
Bluegrass, Kentucky	2	2
Blueweed, Texas	4 - 5	2
Brackenfern	3 - 4	1 - 1.5
Bromegrass, smooth	2	2
Bursage, woolly-leaf	---	2
Canarygrass, reed	2 - 3	2
Cañita	3 - 5	2
Clover, red, white	3 - 5	2
Cogongrass	3 - 5	2
Dallisgrass	3 - 5	2
Dandelion	3 - 5	2
Dock, curly	3 - 5	2
Dogbane, hemp	4	2
Fescue (except tall)	3 - 5	2
Fescue, tall	1 - 3	2
Guineagrass	3	1
Hemlock, poison	2 - 4	1 - 2
Horsenettle	3 - 5	2
Horseradish	4	2
Iceplant	2	1.5 - 2
Ivy, German	2 - 4	1 - 2
Johnsongrass	2 - 3	1
Kikuyugrass	2 - 3	2
Knäpweed	4	2
Lantana	---	1 - 1.25
Lespedeza	3 - 5	2
Milkweed, common	3	2
Muhly, wirestem	2	2
Mullein, common	3 - 5	2
Napiergrass	3 - 5	2
Nightshade, silverleaf	2	2
Nutsedge, purple, yellow	3	1 - 2
Orchardgrass	2	2
Pampasgrass	3 - 5	1.5 - 2
Paragrass	3 - 5	2
Pepperweed, perennial	4	2
Phragmites*	3 - 5	1 - 2
Quackgrass	2 - 3	2
Redvine*	2	2
Reed, giant	4 - 5	2
Ryegrass, perennial	2 - 3	1
Smartweed, swamp	3 - 5	2
Spurge, leafy*	---	2
Sweet potato, wild*	---	2
Thistle, artichoke	2 - 3	1 - 2
Thistle, Canada	2 - 3	2
Timothy	2 - 3	2
Torpedograss*	4 - 5	2
Trumpetcreeper*	2 - 3	2
Vaseygrass	3 - 5	2
Velvetgrass	3 - 5	2
Wheatgrass, western	2 - 3	2

*Control parcial

9.3 Matorrales leñosos y árboles

Aplice este producto después de la formación completa de hojas, a menos que se indique lo contrario en esta etiqueta o en otras etiquetas o fichas técnicas complementarias publicadas por Monsanto. Para las plantas más grandes y/o donde la densidad de la vegetación sea alta, use la proporción más alta. En las plantas enredaderas que han alcanzado el estado leñoso de crecimiento, use las proporciones más altas. Los mejores resultados se obtienen cuando se aplica a finales del verano o en el otoño, después de la formación de frutos.

En zonas áridas, se obtienen mejores resultados cuando se aplica en la primavera o a principios del verano cuando las especies que crecen como matorrales tienen alto contenido de humedad y florecen.

Cuando haga tratamientos de rociado para mojar con equipos de mano, asegúrese de que la cobertura sea total. Cuando use equipos de mano para tratamientos localizados con rociado dirigido de poco volumen, aplique una solución del 5 al 10 por ciento de este producto.

Es posible que los síntomas no aparezcan antes de las heladas o del envejecimiento con tratamientos de otoño.

Permita que pasen 7 o más días después de la aplicación antes de labrar, segar o remover. Es posible que se necesite repetir el tratamiento para tratar plantas que emergen de partes enterradas o de semillas. Un poco de colorido otoñal es aceptable en plantas indeseables que pierden las hojas en el otoño, siempre y cuando no hayan sufrido mayor pérdida de hojas. Si la aplicación de otoño se realiza después de que hayan ocurrido heladas, es posible que se obtengan resultados deficiente.

Especies de malezas	Proporción (cuartos por acre)	% de solución de mano de rociado para mojar
Alder	3 - 4	1 - 1.5
Ash*	2 - 5	1 - 2
Aspen, quaking	2 - 3	1 - 1.5
Bearclover (Bearmat)*	2 - 5	1 - 2
Beech*	2 - 5	1 - 2
Birch	2	1
Blackberry	3 - 4	1 - 1.5
Blackgum*	2 - 5	1 - 2
Bracken	2 - 5	1 - 2
Broom, French, Scotch	2 - 5	1.5 - 2
Buckwheat, California*	2 - 4	1 - 2
Casahuate*	2 - 5	1 - 2
Catsclaw*	---	1 - 1.5
Ceanothus*	2 - 5	1 - 2
Chamisa*	2 - 5	1
Cherry, bitter, black, pin	2 - 3	1 - 1.5
Coyotebrush	3 - 4	1.5 - 2
Creeper, Virginia	2 - 5	1 - 2
Deerweed	2 - 5	1
Dogwood*	2 - 5	1 - 2
Elderberry	2	1
Elm*	2 - 5	1 - 2
Eucalyptus	---	2
Flower, monkey flower*	2 - 4	1 - 2
Goose*	2 - 5	1 - 2
Hasardia*	2 - 4	1 - 2
Hawthorn	2 - 3	1 - 1.5
Hazel	2	1
Hickory*	2 - 5	1 - 2
Honeysuckle	3 - 4	1 - 1.5
Hornbeam, American*	2 - 5	1 - 2
Ivy, poison	4 - 5	2
Kudzu	4	2
Locust, black*	2 - 4	1 - 2
Madrone resprouts*	---	2
Manzanita*	2 - 5	1 - 2
Maple, red*	2 - 4	1 - 1.5
Maple, sugar	---	1 - 1.5
Maple, vine*	2 - 5	1 - 2
Oak, black, white*	2 - 4	1 - 2
Oak, post	3 - 4	1 - 1.5
Oak, northern pin	2 - 4	1 - 1.5
Oak, poison	4 - 5	2
Oak, scrub*	2 - 4	1 - 1.5

Especies de malezas	Proporción (cuartos por acre)	% de solución de mano de rociado para mojar
Oak, southern red	2 - 3	1 - 1.5
Olive, Russian*	2 - 5	1 - 2
Peppertree, Brazilian (Florida holly)*	2 - 5	1 - 2
Persimmon*	2 - 5	1 - 2
Pine	2 - 5	1 - 2
Poplar, yellow*	2 - 5	1 - 2
Redbud, eastern	2 - 5	1 - 2
Rose, multiflora	2	1
Sage, black	2 - 4	1
Sage, white*	2 - 4	1 - 2
Sage brush, California	2 - 4	1
Salmonberry	2	1
Saltcedar*	2 - 5	1 - 2
Sassafras*	2 - 5	1 - 2
Sourwood*	2 - 5	1 - 2
Sumac, laurel, poison, smobth, sugarbush, winged *	2 - 4	1 - 2
Sweetgum	2 - 3	1 - 1.5
Swordfern*	2 - 5	1 - 2
Tallowtree, Chinese	---	1
Tanoak resprouts*	---	2
Thimbleberry	2	1
Tobacco, tree*	2 - 4	1 - 2
Toyon*	---	2
Trumpet creeper	2 - 3	1 - 1.5
Waxmyrtle, southern*	2 - 5	1 - 2
Willow	3	1
Yerba Santa, California*	---	2

*Control parcial

10.0 LIMITES EN LA GARANTIA Y EN LA RESPONSABILIDAD

Monsanto Compañía garantiza que este producto concuerda con la descripción química de la etiqueta y es razonablemente adecuado para los propósitos descritos en el folleto titulado Instrucciones Completas para el Uso ("Instrucciones") cuando se usa de acuerdo con dichas Instrucciones y las condiciones que allí se detallan, SEGUN LO ESTABLECIDO EN LA LEY VIGENTE, NO SE HACE NINGUNA OTRA GARANTIA EXPRESA O IMPLICITA ACERCA DE LA IDONEIDAD PARA UN USO PARTICULAR O COMERCIABILIDAD. Esta garantía está sujeta también a las condiciones y limitaciones que aquí se indican.

El comprador y todos los usuarios deberán reportar con prontitud a esta Compañía acerca de cualquier reclamo que se base en un contrato, negligencia, estricta responsabilidad, y otros actos ilícitos.

Según lo establecido en la ley vigente, el comprador y todos los usuarios son responsables por todas las pérdidas o daños que resultasen por el uso o manipulación en condiciones que estén más allá del control de esta Compañía, incluyendo pero no limitándose a: incompatibilidad con productos que no sean los señalados en las instrucciones, aplicación o contacto con vegetación que no se quiera destruir, condiciones climáticas inusuales, condiciones de clima que estén fuera de los límites que se consideran normales en el lugar de la aplicación y para el período de tiempo en el cual se aplica, así como condiciones de clima que estén fuera de los límites indicados en las instrucciones, aplicaciones que no estén explícitamente aconsejadas en las instrucciones, condiciones de humedad que estén fuera de los límites establecidos en las instrucciones, o la presencia de productos en la tierra o sobre ella, en las plantas o en la vegetación que se está tratando, diferentes a los indicados en las instrucciones.

Monsanto Compañía no garantiza ninguno de los productos reformulados o reempacados de este producto, excepto de acuerdo a los requisitos de la administración de esta Compañía y con el permiso escrito expreso de esta Compañía.

SEGUN LO ESTABLECIDO EN LA LEY VIGENTE, LA UNICA Y EXCLUSIVA COMPENSACION AL USUARIO O COMPRADOR Y EL LIMITE DE RESPONSABILIDAD DE ESTA COMPAÑIA O DE CUALQUIER OTRO VENDEDOR POR CUALQUIER PERDIDA O POR TODAS LAS PERDIDAS, PERJUICIOS O DAÑOS QUE RESULTASEN DEL USO O MANEJO DE ESTE PRODUCTO (INCLUYENDO RECLAMOS QUE SE BASEN EN UN CONTRATO, NEGLIGENCIA, ESTRUCTA RESPONSABILIDAD Y OTROS ACTOS ILICITOS) SERA EL PRECIO PAGADO POR EL USUARIO O EL COMPRADOR POR LA CANTIDAD INVOLUCRADA DE ESTE PRODUCTO, O A ELECCION DE ESTA COMPAÑIA O DE OTRO VENDEDOR, EL REEMPLAZO DE DICHA CANTIDAD, O SI NO SE OBTUVO MEDIANTE COMPRA SE REEMPLAZARA DICHA CANTIDAD DEL PRODUCTO, EN NINGUN CASO ESTA COMPAÑIA U OTRO VENDEDOR SERAN RESPONSABLES POR DAÑOS INCIDENTALES, CONSECUENTES O ESPECIALES.

En el momento de abrir y usar el producto, se asume que el comprador y todos los usuarios han aceptado las condiciones de los LIMITES EN LA GARANTIA Y EN LA RESPONSABILIDAD que no pueden variar por medio de ningún acuerdo verbal o escrito. Si las condiciones son inaceptables, devuelva el producto inmediatamente sin abrir el recipiente.

Outrider, Ranger PRO, Ranger PRO y el diseño, y el diseño de Monsanto y el Vire son marcas comerciales de la empresa Monsanto Technology LLC. Todas las otras marcas registradas son la propiedad de sus dueños respectivos.

Este producto está protegido por la patente de los Estados Unidos Nos. 5,683,958; 5,703,015; 6,063,733; 6,121,199; 6,121,200. No se han otorgado licencias bajo ninguna patente que no sea de los Estados Unidos.

Registro en la EPA N° 524-517

En caso de que se presente una emergencia relacionada con este producto, o para la ayuda médica, llame por cobrar a cualquier hora del día o de la noche, al teléfono (314) 694-4000.

Empacado Para:
MONSANTO COMPANY
800 N. LINDBERGH BLVD.
ST. LOUIS, MISSOURI, 63167 U.S.A.
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102909



MONSANTO COMPANY

Safety Data Sheet Commercial Product

1. PRODUCT AND COMPANY IDENTIFICATION

1.1. Product identifier

Ranger PRO® Herbicide

1.1.1. Chemical name

Not applicable.

1.1.2. Synonyms

None.

1.1.3. EPA Reg. No.

524-517

1.2. Product use

Herbicide

1.3. Company

MONSANTO COMPANY, 800 N. Lindbergh Blvd., St. Louis, MO, 63167

Telephone: 800-332-3111, Fax: 314-694-5557

E-mail: safety.datasheet@monsanto.com

1.4. Emergency numbers

FOR CHEMICAL EMERGENCY, SPILL LEAK, FIRE, EXPOSURE, OR ACCIDENT Call
CHEMTREC - Day or Night: 1-800-424-9300 toll free in the continental U.S., Puerto Rico, Canada, or
Virgin Islands. For calls originating elsewhere: 703-527-3887 (collect calls accepted).

FOR MEDICAL EMERGENCY - Day or Night: +1 (314) 694-4000 (collect calls accepted).

2. HAZARDS IDENTIFICATION

2.1. Classification

OSHA Hazard Communication Standard, 29 CFR 1910.1200 (2012)

Acute toxicity, inhalation - Category 4

2.2. Label elements

2.2.1. Signal word

WARNING!

2.2.2. Hazard pictogram/pictograms



2.2.3. Hazard statement/statements

Harmful if inhaled.

2.2.4. Precautionary statement/statements

Avoid breathing dust/fume/gas/mist/vapours/spray.

Use only outdoors or in a well-ventilated area.

IF INHALED: Remove person to fresh air and keep comfortable for breathing.

Call a POISON CENTER or doctor/physician if you feel unwell.

2.3. Appearance and odour (colour/form/odour)

Amber /Liquid / Sweet

2.4. OSHA Status

This product is hazardous according to the OSHA Hazard Communication Standard, 29 CFR 1910.1200.

Refer to section 11 for toxicological and section 12 for environmental information.

3. COMPOSITION/INFORMATION ON INGREDIENTS

Active ingredient

Isopropylamine salt of N-(phosphonomethyl)glycine; {Isopropylamine salt of glyphosate}

Composition

COMPONENT	CAS No.	% by weight (approximate)
Isopropylamine salt of glyphosate	38641-94-0	41
Other ingredients		59

The specific chemical identity is being withheld because it is trade secret information of Monsanto Company.

4. FIRST AID MEASURES

Use personal protection recommended in section 8.

4.1. Description of first aid measures

- 4.1.1. **Eye contact:** If in eyes, hold eye open and rinse slowly and gently for 15-20 minutes. Remove contact lenses, if present, after first 5 minutes, then continue rinsing. Call a poison control center or doctor for treatment advice. Immediately flush with plenty of water.
- 4.1.2. **Skin contact:** 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.
- 4.1.3. **Inhalation:** If inhaled, move person to fresh air. If person is not breathing, call emergency number or ambulance, then give artificial respiration, preferably mouth-to-mouth, if possible. Call a poison control center or doctor for treatment advice.
- 4.1.4. **Ingestion:** Call 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 the poison center or doctor. Do not give anything by mouth to an unconscious person.

4.2. Most important symptoms and effects, both acute and delayed

- 4.2.1. **Eye contact, short term:** May cause temporary eye irritation.
- 4.2.2. **Skin contact, short term:** Not expected to produce significant adverse effects when recommended use instructions are followed.
- 4.2.3. **Inhalation, short term:** Not expected to produce significant adverse effects when recommended use instructions are followed.
- 4.2.4. **Single ingestion:** Not expected to produce significant adverse effects when recommended use instructions are followed.

4.3. Indication of any immediate medical attention and special treatment needed

- 4.3.1. **Advice to doctors:** This product is not an inhibitor of cholinesterase.
- 4.3.2. **Antidote:** Treatment with atropine and oximes is not indicated.

5. FIRE-FIGHTING MEASURES

5.1. Extinguishing media

5.1.1. **Recommended:** Water, foam, dry chemical, carbon dioxide (CO₂)

5.2. Special hazards

5.2.1. Unusual fire and explosion hazards

Minimise use of water to prevent environmental contamination.

Environmental precautions: see section 6.

5.2.2. Hazardous products of combustion

Carbon monoxide (CO), phosphorus oxides (P_xO_y), nitrogen oxides (NO_x)

5.3. **Fire fighting equipment:** Self-contained breathing apparatus. Equipment should be thoroughly decontaminated after use.

5.4. Flash point

Does not flash.

6. ACCIDENTAL RELEASE MEASURES

6.1. Personal precautions

Use personal protection recommended in section 8.

6.2. Environmental precautions

SMALL QUANTITIES:

Low environmental hazard.

LARGE QUANTITIES:

Minimise spread.

Keep out of drains, sewers, ditches and water ways.

Notify authorities.

6.3. Methods for cleaning up

SMALL QUANTITIES:

Flush spill area with water.

LARGE QUANTITIES:

Absorb in earth, sand or absorbent material.

Dig up heavily contaminated soil.

Collect in containers for disposal.

Refer to section 7 for types of containers.

Flush residues with small quantities of water.

Minimise use of water to prevent environmental contamination.

Refer to section 13 for disposal of spilled material.

Use handling recommendations in Section 7 and personal protection recommendations in Section 8.

7. HANDLING AND STORAGE

Good industrial practice in housekeeping and personal hygiene should be followed.

7.1. Precautions for safe handling

When using do not eat, drink or smoke. Wash hands thoroughly after handling or contact. Thoroughly clean equipment after use. Do not contaminate drains, sewers and water ways when disposing of equipment rinse water. Refer to section 13 of the safety data sheet for disposal of rinse water.

7.2. Conditions for safe storage

Minimum storage temperature: -15 °C

Maximum storage temperature: 50 °C

Compatible materials for storage: stainless steel, fibreglass, plastic, glass lining

Incompatible materials for storage: galvanised steel, unlined mild steel, see section 10.

Keep out of reach of children.

Keep away from food, drink and animal feed.

Keep only in the original container.

Partial crystallization may occur on prolonged storage below the minimum storage temperature.

If frozen, place in warm room and shake frequently to put back into solution.

Minimum shelf life: 5 years.

8. EXPOSURE CONTROLS/PERSONAL PROTECTION

8.1. Airborne exposure limits

Components	Exposure Guidelines
Isopropylamine salt of glyphosate	No specific occupational exposure limit has been established.
Other ingredients	No specific occupational exposure limit has been established.

8.2. Engineering controls: No special requirement when used as recommended.

8.3. Recommendations for personal protective equipment

8.3.1. Eye protection: If there is significant potential for contact: Wear chemical goggles.

8.3.2. Skin protection: No special requirement when used as recommended. If repeated or prolonged contact: Wear chemical resistant gloves.

8.3.3. Respiratory protection: No special requirement when used as recommended.

When recommended, consult manufacturer of personal protective equipment for the appropriate type of equipment for a given application.

9. PHYSICAL AND CHEMICAL PROPERTIES

These physical data are typical values based on material tested but may vary from sample to sample. Typical values should not be construed as a guaranteed analysis of any specific lot or as specifications for the product.

Colour/colour range:	Amber
Odour:	Sweet
Form:	Liquid
Physical form changes (melting, boiling, etc.):	
Melting point:	Not applicable.
Boiling point:	No data.
Flash point:	Does not flash.
Explosive properties:	No data.
Auto ignition temperature:	No data.
Self-accelerating decomposition temperature (SADT):	No data.

Oxidizing properties:	No data.
Specific gravity:	1.162 @ 20 °C / 15.6 °C
Vapour pressure:	No significant volatility.
Vapour density:	Not applicable.
Evaporation rate:	No data.
Dynamic viscosity:	No data.
Kinematic viscosity:	No data.
Density:	1.162 g/cm ³ @ 20 °C
Solubility:	Water: Completely miscible.
pH:	4.4 - 5.0
Partition coefficient:	log Pow: < 0.00

10. STABILITY AND REACTIVITY

10.1. Reactivity

Reacts with galvanised steel or unlined mild steel to produce hydrogen, a highly flammable gas that could explode.

10.2. Stability

Stable under normal conditions of handling and storage.

10.3. Possibility of hazardous reactions

Reacts with galvanised steel or unlined mild steel to produce hydrogen, a highly flammable gas that could explode.

10.4. Incompatible materials

galvanised steel; unlined mild steel; see section 10.;
Compatible materials for storage: see section 7.2.

10.5. Hazardous decomposition

Thermal decomposition: Hazardous products of combustion: see section 5.

11. TOXICOLOGICAL INFORMATION

This section is intended for use by toxicologists and other health professionals.

Likely routes of exposure: Skin contact, eye contact

Potential health effects

Eye contact, short term: May cause temporary eye irritation.

Skin contact, short term: Not expected to produce significant adverse effects when recommended use instructions are followed.

Inhalation, short term: Not expected to produce significant adverse effects when recommended use instructions are followed.

Single ingestion: Not expected to produce significant adverse effects when recommended use instructions are followed.

Data obtained on similar products and on components are summarized below.

Similar formulation

Acute oral toxicity

Rat, LD50: 5,108 mg/kg body weight

Practically non-toxic.

Acute dermal toxicity

Rat, LD50 (limit test): > 5,000 mg/kg body weight
Practically non-toxic. No mortality.

Skin irritation

Rabbit, 6 animals, OECD 404 test:
Days to heal: 3
Primary Irritation Index (PII): 0.5/8.0
Essentially non irritating.

Eye irritation

Rabbit, 6 animals, OECD 405 test:
Days to heal: 3
Slight irritation.

Acute inhalation toxicity

Rat, LC50, 4 hours, aerosol: 2.9 mg/L
Other effects: weight loss, breathing difficulty
Practically non-toxic.

Skin sensitization

Guinea pig, 3-induction Buehler test:
Positive incidence: 0 %

N-(phosphonomethyl)glycine; (glyphosate acid)

Genotoxicity

Not genotoxic.

Carcinogenicity

Not carcinogenic in rats or mice. Listed as Category 2A by the International Agency for Research on Cancer (IARC) but our expert opinion is that classification as a carcinogen is not warranted.

Reproductive/Developmental Toxicity

Developmental effects in rats and rabbits only in the presence of significant maternal toxicity.
Reproductive effects in rats only in the presence of significant maternal toxicity.

12. ECOLOGICAL INFORMATION

This section is intended for use by ecotoxicologists and other environmental specialists.

Data obtained on similar products and on components are summarized below.

Similar formulation

Aquatic toxicity, fish

Rainbow trout (*Oncorhynchus mykiss*):
Acute toxicity, 96 hours, static, LC50: 5.4 mg/L
Moderately toxic.

Aquatic toxicity, invertebrates

Water flea (*Daphnia magna*):
Acute toxicity, 48 hours, static, EC50: 11 mg/L
Slightly toxic.

Arthropod toxicity

Honey bee (*Apis mellifera*):
Oral/contact, 48 hours, LD50: > 100 µg/bee
Practically non-toxic.

Similar formulation

Aquatic toxicity, algae/aquatic plants

Green algae (*Selenastrum capricornutum*):

Acute toxicity, 72 hours, static, EbC50 (biomass): 12.4 mg/L
Slightly toxic.

Green algae (*Selenastrum capricornutum*):

Acute toxicity, 72 hours, static, NOEC: 6.3 mg/L

N-(phosphonemethyl)glycine: (glyphosate acid)

Bioaccumulation

Bluegill sunfish (*Lepomis macrochirus*):

Whole fish: BCF: < 1

No significant bioaccumulation is expected.

Dissipation

Soil, field:

Half life: 2 - 174 days

Koc: 884 - 60,000 L/kg

Adsorbs strongly to soil.

Water, aerobic:

Half life: < 7 days

13. DISPOSAL CONSIDERATIONS

13.1. Waste treatment methods

13.1.1. Product

Excess product may be disposed of by agricultural use according to label instructions. Keep out of drains, sewers, ditches and water ways. Recycle if appropriate facilities/equipment available. Burn in proper incinerator. Follow all local/regional/national/international regulations.

13.1.2. Container

See the individual container label for disposal information. Emptied containers retain vapour and product residue. Observe all labeled safeguards until container is cleaned, reconditioned or destroyed. Empty packaging completely. Triple or pressure rinse empty containers. Do NOT contaminate water when disposing of rinse waters. Ensure packaging cannot be reused. Do NOT re-use containers. Store for collection by approved waste disposal service. Recycle if appropriate facilities/equipment available. Follow all local/regional/national/international regulations.

Use handling recommendations in Section 7 and personal protection recommendations in Section 8.

14. TRANSPORT INFORMATION

The data provided in this section is for information only. Please apply the appropriate regulations to properly classify your shipment for transportation.

14.1. US Dept. of Transportation (DOT) Hazardous Materials Regulations (49 CFR Parts 105-180)

Proper Shipping Name (Technical Name if required):	Not regulated for domestic ground transportation. ()
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14.2. IMDG Code

Proper Shipping Name	Not regulated for transport under IMO Regulations ()
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(Technical Name if required):	
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14.3. IATA/ICAO

Proper Shipping Name (Technical Name if required):	Not regulated for transport under IATA/ICAO Regulations ()
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15. REGULATORY INFORMATION

15.1. Environmental Protection Agency

15.1.1. TSCA Inventory

All components are on the US EPA's TSCA Inventory

15.1.2. SARA Title III Rules

Section 311/312 Hazard Categories: Immediate
Section 302 Extremely Hazardous Substances: Not applicable.
Section 313 Toxic Chemical(s): Not applicable.

15.1.3. CERCLA Reportable quantity

Not applicable.

15.1.4. Federal Insecticide, Fungicide, Rodenticide Act (FIFRA)

This chemical is a pesticide product regulated by the United States Environmental Protection Agency and is subject to certain labeling requirements under federal pesticide law. These requirements differ from the classification criteria and hazard information required for safety data sheets (SDS), and for workplace labels of non-pesticide chemicals. The hazard information required on the pesticide label is reproduced below. The pesticide label also includes other important information, including directions for use.

CAUTION!
CAUSES EYE IRRITATION

Acute oral toxicity: FIFRA category IV.
Acute dermal toxicity: FIFRA category IV.
Acute inhalation toxicity: FIFRA category IV.
Skin irritation: FIFRA category IV.
Eye irritation: FIFRA category III.

16. OTHER INFORMATION

The information given here is not necessarily exhaustive but is representative of relevant, reliable data. Follow all local/regional/national/international regulations. Please consult supplier if further information is needed. In this document the British spelling was applied. || Significant changes versus previous edition.

NFPA	Health	Flammability	Instability	Additional Markings
	1	1	1	

0 = Minimal hazard, 1 = Slight hazard, 2 = Moderate hazard, 3 = Severe hazard, 4 = Extreme hazard

Full denomination of most frequently used acronyms. BCF (Bioconcentration Factor), BOD (Biochemical Oxygen Demand), COD (Chemical Oxygen Demand), EC50 (50% effect concentration), ED50 (50% effect dose), I.M. (intramuscular), I.P. (intraperitoneal), I.V. (intravenous), K_{oc} (Soil adsorption coefficient), LC50 (50% lethality concentration), LD50 (50% lethality dose), LDLo (Lower limit of lethal dosage), LEL (Lower Explosion Limit), LOAEC (Lowest Observed Adverse Effect Concentration), LOAEL (Lowest Observed Adverse Effect Level), LOEC (Lowest Observed Effect Concentration), LOEL (Lowest Observed Effect Level), MEL (Maximum Exposure limit), MTD (Maximum Tolerated Dose), NOAEC (No Observed Adverse Effect Concentration), NOAEL (No Observed Adverse Effect Level), NOEC (No Observed Effect Concentration), NOEL (No Observed Effect Level), OEL (Occupational Exposure Limit), PEL (Permissible Exposure Limit), PH (Primary Irritation Index), Pow (Partition coefficient n-octanol/water), S.C. (subcutaneous), STEL (Short-Term Exposure Limit), STOT SE (Specific Target Organ Toxicity, Single Exposure), STOT RE (Specific Target Organ Toxicity, Repeated Exposure), TLV-C (Threshold Limit Value-Ceiling), TLV-TWA (Threshold Limit Value - Time Weighted Average), UEL (Upper Explosion Limit)

This Safety Data Sheet (SDS) serves different purposes than and DOES NOT REPLACE OR MODIFY THE EPA-APPROVED PRODUCT LABELING (attached to and accompanying the product container). This SDS provides important health, safety, and environmental information for employers, employees, emergency responders and others handling large quantities of the product in activities generally other than product use, while the labeling provides that information specifically for product use in the ordinary course.

Use, storage and disposal of pesticide products are regulated by the EPA under the authority of the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) through the product labeling, and all necessary and appropriate precautionary, use, storage, and disposal information is set forth on that labeling. It is a violation of federal law to use a pesticide product in any manner not prescribed on the EPA-approved label.

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