



City of Phoenix

INVITATION FOR BID
IFB-2425-WDD-645
CONSTRUCTION SITE CLEAN-UP
(TRACK OUT SERVICES)

City of Phoenix
Water Services
200 W Washington Street, 9th Floor
Phoenix, AZ
85003

RELEASE DATE: July 9th, 2024
DEADLINE FOR QUESTIONS: July 23rd, 2024
RESPONSE DEADLINE: August 13th, 2:00 pm

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Construction Site Clean-up (Track out Services)

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24 Hour Emergency Contact
Conflict of Interest and Transparency
Costs and Payments
Debarment & Exclusion
Acceptance Form 2024
Place of Business
Contractor Licensing Requirements
Offer Page

Attachments:

- A. Pricing Proposal Template
- B. References

Supporting Documentation:

- A. Maricopa County Air Pollution Control Regulations (Regulation III – Control of Air Contaminants) – Rule 310 Fugitive Dust from Dust Generating Operations

1. Introduction

1.1. Summary

The City of Phoenix invites electronic offers for Construction Site Clean-up Services (Track Out Services) for a five (5) year period commencing on or about December 1st, 2024.

Construction Site Clean-up Services (Track Out Services) is required for the City of Phoenix Water Distribution Division.

This service is necessary to ensure compliance with the Maricopa County Air Quality Department, Rule 310 (Revised 01/27/10) or the latest revision. This Ordinance prohibits excavated material, construction debris, mud, dirt, rock, sand, gravel, concrete or asphalt to be spilled, dumped, or tracked onto public streets, alleys, or sidewalks.

1.2. Background

The City's Water Distribution Division ("Water Distribution") is responsible for 6,847 miles of water distribution main within a 540 square mile service area that includes the repair, maintenance and installation of the water distribution infrastructure. Water Distribution is very reactive and responds to many emergencies to restore water to the customer, whether it be a main break, broken valve or even a service line leak.

Track Out is describe as any amount of build-up of material and debris, excessive, out of the ordinary, residue of any dirt, mud, debris, or material that is tracked onto a paved road surfaces or any mud or debris that is accessible to the public by a vehicle.

Track Out sediment can cause physical, chemical, and biological water quality. When water flows over an area where the sediment is located, the sediment can enter storm drains retentions basins, and result in polluting the receiving waters.

Also, when vehicles travel over the sediment on the paved surface, the vehicles lift the dry particulates into the atmosphere creating particulate emissions.

Once the construction spoils are removed from a site the sediment that is deposited onto the paved public streets, alleys, or sidewalks will require removal. Clean up should be performed with street sweeper, vacuum trucks, wet brooms, or by manually sweeping up the deposits.

Street sweeping is one of the City's Best Management Practices (BMP) for controlling and improving water quality.

1.3. Contact Information

Phillip Lair

Contract Specialist II
200 W Washington St.
9th Floor
Phoenix, AZ 85003

Email: phillip.lair@phoenix.gov

Phone: [\(602\) 256-3343](tel:(602)256-3343)

Department:

Water Services

1.4. Timeline

Schedule of Events

The City reserves the right to change dates, times, and locations, as necessary. The City does not always hold a Pre-Offer Conference or Site Visit.

To request a reasonable accommodation or alternative format for any public meeting, please contact the Procurement Officer (Phillip Lair) at (602) 256-3343/Voice or 711/TTY, or phillip.lair@phoenix.gov, no later than two (2) weeks prior to the meeting.

Solicitation Issue Date	July 9th, 2024
Pre-Offer Conference (Non-Mandatory)	<p>July 18th, 2024, 2:00pm</p> <p>Join from the meeting link</p> <p>Meeting Link</p> <p>Join by meeting number Meeting number (access code): 2633 881 9366 Meeting password: HvCaZ3H5ru3</p> <p>Tap to join from a mobile device (attendees only) +1-415-655-0001,26338819366### US Toll</p> <p>Join by phone +1-415-655-0001 US Toll Global call-in numbers</p> <p>Join from a video system or application Dial 26338819366@cityofphoenix.webex.com You can also dial 173.243.2.68 and enter your meeting number.</p>
Written Inquiries Due Date	<p>July 23rd, 2024 - 2:00pm</p> <p>Email: wsdprocurement@phoenix.gov</p>
Offer Due Date	<p>August 13th, 2024 - 2:00pm</p> <p>Email: wsdprocurement@phoenix.gov</p>

2. Instructions

2.1. Description – Statement of Need

The City of Phoenix invites sealed offers for construction site clean up (track out services) for a five-year contract commencing on or about December 1st, 2024, in accordance with the specifications and provisions contained herein or the “Effective Date” which is upon award by City Council, conditioned upon signature and recording by the City Clerk’s department, as required by the Phoenix City Code, whichever is later.

2.2. City’s Vendor Self-Registration and Notification

Vendors must be registered in the City’s procurePHX Self-Registration System at <https://www.phoenix.gov/procure> to respond to solicitations and access procurement information. The City may, at its sole discretion, reject any offer from an Offeror who has not registered.

2.3. Preparation of Offer

All forms provided in Submittal Section must be completed and submitted with the Offer. The signed and completed Conflict of Interest and Transparency form must be included or your Offer may be deemed non-responsive.

It is permissible to copy Submittal forms if necessary. Erasures, interlineations, or other modifications of the Offer must be initialed in original ink by the authorized person signing the Offer. No offer will be altered, amended or withdrawn after the specified offer due date and time. The City is not responsible for Offeror’s errors or omissions.

All time periods stated as a number of days will be calendar days.

It is the responsibility of all Offerors to examine the entire solicitation and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting an offer. Negligence in preparing an offer confers no right of withdrawal after due date and time. Offerors are strongly encouraged to:

- A. Consider applicable laws and/or economic conditions that may affect cost, progress, performance, or furnishing of the products or services.
- B. Study and carefully correlate Offeror’s knowledge and observations with the solicitation and other related data.
- C. Promptly notify the City of all conflicts, errors, ambiguities, or discrepancies that Offeror has discovered in or between the solicitation and other related documents.
- D. The City does not reimburse the cost of developing, presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The Offeror is responsible for all costs incurred in responding to this solicitation. All materials and documents submitted in response to this solicitation become the property of the City and will not be returned.
- E. Offerors are reminded that the specifications stated in the solicitation are the minimum level required and that offers submitted must be for products or services that meet or

exceed the minimum level of all features specifically listed in this solicitation. Offers offering less than any minimum specifications or criteria specified are not responsive and should not be submitted.

- F. Offer responses submitted for products considered by the seller to be acceptable alternates to the brand names or manufacturer's catalog references specified herein must be submitted with technical literature and/or detailed product brochures for the City's use to evaluate the products offered. Offers submitted without this product information may be considered as non-responsive and rejected. The City will be the sole judge as to the acceptability of alternate products offered.
- G. Prices will be submitted on a per unit basis by line item, when applicable. In the event of a disparity between the unit price and extended price, the unit price will prevail unless obviously in error.

2.4. Fixed Offer Price Period

All offers shall be firm and fixed for a period of 180 calendar days from the solicitation opening date.

2.5. Exceptions

Offeror must not take any exceptions to any terms, conditions or material requirements of this solicitation. Offers submitted with exceptions may be deemed non-responsive and disqualified from further consideration in the City's sole discretion. Offerors must conform to all the requirements specified in the solicitation. The City encourages Offerors to send inquiries to the Procurement Officer rather than including exceptions in their Offer.

2.6. Inquiries

All questions that arise relating to this solicitation should be directed via email to the Procurement Officer and must be received by the due date indicated in the Schedule of Events. The City will not consider questions received after the deadline.

No informal contact initiated by Offerors on the proposed service will be allowed with members of City's staff from date of distribution of this solicitation until after city council awards the contract. All questions concerning or issues related to this solicitation must be presented in writing.

The Procurement Officer will answer written inquiries in an addendum and publish any addendums on the Procurement Website.

2.7. Addenda

The City of Phoenix will not be responsible for any oral instructions made by any employees or officers of the City of Phoenix regarding this solicitation. Any changes will be in the form of an addendum. The Offeror must acknowledge receipt of any/all addenda by signing and returning the document with the Offer submittal.

2.8. Business in Arizona

The City will not enter contracts with Offerors (or any company(ies)) not granted authority to transact business, or not in good standing, in the state of Arizona by the Arizona Corporation Commission, unless the Offeror asserts a statutory exception prior to entering a contract with the City.

2.9. Licenses

If required by law for the operation of the business or work related to this Offer, Offeror must possess all valid certifications and/or licenses as required by federal, state or local laws at the time of submittal.

2.10. Certifications

By signature in the Offer section of the Offer and Acceptance page(s), Offeror certifies:

- The submission of the Offer did not involve collusion or other anti-competitive practices.
- The Offeror must not discriminate against any employee, or applicant for employment in violation of Federal or State Law.
- The Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Offer.

2.11. Withdrawal of Offer

At any time prior to the solicitation due date and time, an Offeror (or designated representative) may withdraw the Offer by submitting a request in writing and signed by a duly authorized representative. If Offeror withdraws the Offer electronically by email to the Procurement Officer, the request to withdraw must be in the form of a letter attached to the email that includes either an image of the duly authorized representative's signature or an electronic signature from a verifiable source, such as Adobe Sign, DocuSign or a similar verifiable software program.

2.12. Award of Contract

Unless otherwise indicated, award(s) will be made to the most responsive, responsible Offeror(s) who are regularly established in the service, or providing the goods, contained in this solicitation and who have demonstrated the ability to perform in an acceptable manner.

2.12.1. Factors that may be considered by the City include:

- 2.12.1.1. Technical capability of the Offeror to accomplish the scope of work required in the Solicitation. This may include performance history on past and current government or industrial contracts; and,
- 2.12.1.2. Demonstrated availability of the necessary manpower (both supervisory and operational personnel) and necessary equipment to accomplish the scope of work in the Solicitation; and,
- 2.12.1.3. Safety record; and,

2.12.1.4. Offeror history of complaints and termination for convenience or cause.

2.12.2. Notwithstanding any other provision of this solicitation, the City reserves the right to: (1) waive any immaterial defect or informality; or (2) reject any or all offers or portions thereof; or (3) reissue a solicitation.

2.12.3. A response to a solicitation is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's solicitation. Offers do not become contracts until they are executed by the Chief Procurement Officer or Department Director. A contract has its inception in the award, eliminating a formal signing of a separate contract. For that reason, all of the terms, conditions and specifications of the procurement contract are contained in the solicitation, and in any addendum or contract amendment.

2.13. Solicitation Transparency Policy

Commencing on the date and time a solicitation is published, potential or actual Offerors or respondents (including their representatives) shall only discuss matters associated with the solicitation with the Mayor, any members of City Council, the City Manager, any Deputy City Manager, or any department director directly associated with the solicitation (including in each case their assigned staff, except for the designated Procurement Officer) at a public meeting, posted under Arizona Statutes, until the resulting contract(s) are awarded to all offers or responses are rejected and the solicitation is cancelled without any announcement by the Procurement Officer of the City's intent to reissue the same or similar solicitation.

As long as the solicitation is not discussed, Offerors may continue to conduct business with the City and discuss business that is unrelated to the solicitation with the City staff. Offerors may not discuss the solicitation with any City employees or evaluation panel members.

Offerors may discuss their proposal or the solicitation with the Mayor or one or more members of the Phoenix City Council, provided such meetings are scheduled through the Procurement Officer, and are posted as open meetings with the City Clerk at least 24 hours prior to the scheduled meetings. The City Clerk will be responsible for posting the meetings. The posted notice shall identify the participants and the subject matter, as well as invite the public to participate.

With respect to the selection of the successful Offerors, the City Manager and/or City Manager's Office will continue the past practice of exerting no undue influence on the process. In all solicitations of bids and proposals, any direction on the selection from the City Manager and/or City Manager's Office and Department Head (or representative) to the proposal review panel or selecting authority must be provided in writing to all prospective Offerors.

This policy is intended to create a level playing field for all Offerors, assure that contracts are awarded in public, and protect the integrity of the selection process. OFFERORS THAT VIOLATE THIS POLICY SHALL BE DISQUALIFIED. After official Notice is received by the City for disqualification, the Offeror may follow the Protest process, unless the Solicitation is cancelled without notice of intent to re-issue.

“To discuss” means any contact by the Offeror, regardless of whether the City responds to the contact. Offerors that violate this policy will be disqualified until the resulting contract(s) are awarded, or all offers or responses are rejected and the solicitation is cancelled without any announcement by the Procurement Officer of the City’s intent to reissue the same or a similar solicitation. The City interprets the policy as continuing through a cancellation of a solicitation until Council award of the contract, as long as the City cancels with a statement that the City will rebid the solicitation.

2.14. Protest Process

Offeror may protest the contents of a solicitation no later than seven days before the solicitation deadline when the protest is based on an apparent alleged mistake, impropriety or defect in the solicitation. Protests filed regarding the solicitation may be addressed by an amendment to the solicitation or denied by the City. If denied, the opening and award will proceed unless the City determines that it is in the City’s best interests to set new deadlines, amend the solicitation, cancel or re-bid.

Therefore, unless otherwise notified by a formal amendment, the Protester must adhere to all solicitation dates and deadlines, including timely filing of an offer, regardless of filing a protest.

Offeror may protest an adverse determination issued by the City regarding responsibility and responsiveness, within seven days of the date the Offeror was notified of the adverse determination.

Offeror may protest an award recommendation if the Offeror can establish that it had a substantial chance of being awarded the contract and will be harmed by the recommended award. The City will post recommendations on the City’s website to award the contract(s) to an Offeror(s). Offeror must submit award protests within seven days after the posting of the award recommendation, with exceptions only for good cause shown, within the City’s full and final discretion.

All protests will be in writing, filed with the Procurement Officer identified in the solicitation and include the following:

- Identification of the solicitation number;
- The name, address and telephone number of the protester;
- A detailed statement describing the legal and factual grounds for the protest, including copies of relevant documents;
- The form of relief requested; and
- The signature of the protester or its authorized representative.

The Procurement Officer will render a written decision within a reasonable period after the protest is filed. The City will not request City Council authorization to award the contract until the protest process is complete. All protests and appeals must be submitted in accordance with the City’s Procurement Code, (Phoenix City Code, Ch. 43) and any protests or appeals not submitted within the time requirements will not be considered. Protests must be filed with the Procurement Officer.

2.15. Public Record

All Offers submitted in response to this solicitation will become the property of the City and become a matter of public record available for review pursuant to Arizona State law. If an Offeror believes that a specific section of its Offer response is confidential, the Offeror will isolate the pages marked confidential in a specific and clearly labeled section of its Offer response. An Offeror may request specific information contained within its Offer is treated by the Procurement Officer as confidential provided the Offeror clearly labels the information "confidential." To the extent necessary for the evaluation process, information marked as "confidential" will not be treated as confidential. Once the procurement file becomes available for public inspection, the Procurement Officer will not make any information identified by the Offerors as "confidential" available to the public unless necessary to support the evaluation process or if specifically requested in accordance with applicable public records law. When a public records request for such information is received, the Procurement Officer will notify the Offeror in writing of any request to view any portion of its Offer marked "confidential." The Offeror will have the time set forth in the notice to obtain a court order enjoining such disclosure. If the Offeror does not provide the Procurement Officer with a court order enjoining release of the information during the designated time, the Procurement Officer will make the information requested available for inspection.

2.16. Late Offers

Late Offers must be rejected, except for good cause. If a late Offer is submitted, the Department will document the date and time of the submittal of the late Offer, keep the Offer and notify the Offeror that its Offer was disqualified for being a late Offer.

2.17. Right to Disqualify

The City reserves the right to disqualify any Offeror who fails to provide information or data requested or who provides materially inaccurate or misleading information or data. The City further reserves the right to disqualify any Offeror on the basis of any real or apparent conflict of interest that is disclosed by the Offer submitted or any other data or information available to the City. This disqualification is at the sole discretion of the City. By submission of a solicitation response, the Offeror waives any right to object now or at any future time, before any agency or body including, but not limited to, the City Council of the City or any court as to the exercise by the City of such right to disqualify or as to any disqualification by reason of real or apparent conflict of interest determined by the City. The City reserves the right to replace the disqualified Offeror.

2.18. Contract Award

In accordance with the City of Phoenix Code, Chapter 43, Section 43-12, Competitive Sealed Bidding, award(s) shall be made to the lowest responsible and responsive offeror(s) whose offer conforms in all material respects to the requirements set forth in this solicitation. The City reserves the right to award a contract by individual line items, by group, all or none, or any other combination most advantageous to the City. The City reserves the right to multiple award.

2.19. Determining Responsiveness and Responsibility

Offers will be reviewed for documentation of any required minimum qualifications, and completeness and compliance with the solicitation requirements. The City reserves sole discretion to determine responsiveness and responsibility.

Responsiveness: Nonresponsive Offers will not be considered in the evaluation process. The solicitation states criteria that determine responsiveness, and the solicitation includes terms and conditions that if included or excluded from Offers will render an Offer nonresponsive.

Responsibility: To obtain true economy, the City must conduct solicitations to minimize the possibility of a subsequent default by the Offeror, late deliveries, or other unsatisfactory performance that may result in additional administrative costs. It is important that the Offeror be a responsible Offeror. Responsibility includes the Offeror's integrity, skill, capacity, experience, and facilities for conducting the work to be performed.

2.20. Equal Low Offer

Contract award will be made by putting the names of the tied Offerors in a cup for a blind drawing limited to those bidders with tied Offers. If time permits, the Offerors involved will be given an opportunity to attend the drawing. The drawing will be witnessed by at least three persons, and the contract file will contain the names and addresses of the witnesses.

3. Scope of Work

3.1. Purpose

The City of Phoenix (“City”) Water Services Department (“WSD”) requires services from a Contractor experienced in providing Track Out Services. This service is necessary to ensure compliance with the Maricopa County Air Pollution Control Regulation, Rule 310. This Regulation prohibits excavated material, construction debris, mud, dirt, rock, sand, gravel, concrete or asphalt to be spilled dumped, or tracked onto public streets, alleys, curbs/gutters or sidewalks.

3.2. Background

The City's Water Distribution Division is responsible for 7,268 miles (as of January 1st, 2024) of water distribution main within a 540 square mile service area that includes the repair, maintenance and installation of the water distribution infrastructure. Water Distribution is very reactive and responds to many emergencies to restore water to the customer, whether it be a main break, broken valve or service line leak. Track Out is described as any amount of build-up of material and debris, excessive, out of the ordinary, residue of any dirt, mud, debris, or material that is tracked onto a paved road surfaces or any mud or debris that is accessible to the public by a vehicle.

Track Out sediment can cause physical, chemical, and biological water quality and air quality issues. When water flows over an area where the sediment is located, the sediment can enter storm drains retentions basins, and stormwater mains which can result in polluting receiving waters. When vehicles travel over the sediment on paved surfaces, the vehicles lift the dry particulates into the atmosphere creating particulate emissions. Once the construction spoils are removed from a site the sediment that is deposited onto the paved public streets, alleys, curs/gutters or sidewalks will require removal. Clean up should be performed with street sweeper, vacuum trucks, wet brooms, or by manually sweeping up the deposits. Street sweeping is only one of the City's Best Management Practices (BMP) for controlling and improving water quality.

3.3. Contractor Work Requirements

3.3.1 Provide all labor, equipment, tools, fuel, insurance, supervision, disposal costs and materials (except water), to clean up the streets in accordance with specifications contained in this document.

3.3.2 Clean up the Track Out by mechanical means of equipment necessary – (vacuum trucks, street sweepers, brooms, personnel, roll on/roll off trucks, and other various equipment needed) on all residential public streets, commercial public streets and all the paved public alleys in the City, as supported by the Water Services Department.

3.3.3 Clean up of the Track Out is based on a as needed service. The Contractor will be responsible for all clean-up of breaks which might include multiple breaks within a single day. The Contractor's time could be between 2 to 6 hours on a typical clean-up, however in extreme cases the clean up could take several days.

3.3.4 Remove build-up of Track Out that is deeper than one-half the height of the curb face, debris, or material that is a result of the construction work. This includes any large amounts of debris or material from a main break, hit hydrant, service line leak, valve leak or flooding caused by any of the above occurrences. The amount of material could range from 1 ton to 30 tons of material.

3.3.5 Clean up after construction activities, such as emergency main breaks to prevent further track out of debris.

3.3.6 Maintain gutter flow lines free of debris for free flow of water.

3.3.7 Maintain a state of cleanliness for road safety.

3.3.7.1 Meet all Federal, State, County and City laws and ordinances. They can be found here <https://phoenix.municipal.codes/CC/32C>

3.3.7.2 Meet (ADEQ) requirements, Phoenix Municipal codes – Section 32C – “*NPDES/AZPDES program* means the Federal National Pollutant Discharge Elimination System (NPDES) Program administered nationally pursuant to 33 U.S.C. Section 1342 and the Arizona Pollutant Discharge Elimination System (AZPDES) Program administered in Arizona pursuant to Arizona Revised Statutes, Title 49, Chapter 2, Article 3.1. “.

3.4 Equipment and Traffic Safety

3.4.1 The Contractor shall be responsible for providing and for the placement of barricades, tarps, plastic, flag tape and other safety, traffic control equipment required to protect its employees, the public, surrounding areas, equipment and vehicles. The safety of the Contractor's employees and the public is of prime concern to the City, and the Contractor must take all necessary steps to assure proper safety measures are followed during the contract term.

3.4.2 Contractor is not allowed to operate City equipment at any time.

3.4.3 Traffic control will be coordinated and provided by the City to ensure the safety of the Contractor and City employees.

3.5 Quality Control

3.5.1 Clean up by any means possible to include, sweeper, dust control, roll-off containers, water washing service, and general construction site clean-up, shall be done in a neat, orderly, and professional manner. The Contractor shall leave designated areas of clean-up free from dirt, litter, debris, obstructions, smears, and visual dust.

3.5.2 While cleaning, the Contractor shall make such extra effort as may be required to adequately clean the effect area (may include but is not limited to: street, sidewalks, driveways, alleys ways.). Extra effort shall be required when sweeping equipment leaves a dirt/silt smear in its pathway. Extra effort will be strictly enforced during and after windy conditions and severe (storm) weather. The cost of any extra effort shall be included in the contract cost.

3.5.3 If the results of a cleaning are considered to be unsatisfactory, the City will notify the Contractor of exact location and description of deficiency. The Contractor shall re-clean the unsatisfactory area at its own expense, and responses shall be completed within one (1) business day.

3.5.4 The Contractor must possess back-up capabilities for instances when cleaning cannot be completed on schedule due to mechanical failure.

3.6 Disposal

3.6.1 Removal and disposal of debris during the cleaning operation shall be the responsibility of the Contractor.

3.6.2 The Contractor will arrive on site with an empty truck – the Contractor will verify this with a picture with date and time stamp along with a landmark of the area – (i.e. street signs) and send it to the City's representative.

3.6.3 The Contractor will dispose of the waste, at their contracted facility, upon receiving the bill/invoice for the disposal of the waste the Contractor will then submit the bill to the City for payment. If the bill/invoice is not submitted, then the Contractor will be responsible for the disposal fee.

3.6.4 If the Contractors truck has the ability to have scales on the trucks, the weight of the load will be provided to the City upon submission of the invoice to the City for payment.

3.6.5 All applicable Federal, State, and local laws and ordinances related to the hauling, handling, and disposal of such material shall be complied with by the Contractor. They can be found here <https://phoenix.municipal.codes/CC/32C> .

3.7 Water

3.8.1. The Contractor shall obtain water for vacuum/sweeping operations at hydrant points designated by the City. The necessary water shall be furnished at the expense of the City therefore the City will provide a Flow Meter to track water usage. The Flow Meter will be provided by the Water Distribution Division and will be returned to the City upon request. Any damage done to the flow meters will be responsibility of the Contractor.

3.8 Working hours

3.8.1 Normal work hours are Monday through Friday, 7:00 a.m. – 5:00 p.m., excluding City holidays.

3.8.2 Emergency response hours 5:00 p.m. - 7:00 a.m. Monday through Friday.

3.8.3 Saturday and Sunday and all City recognized City holidays will be considered Emergency call out.

3.8.4 The Contractor must provide a 24-hour telephone number and/or list of employees, including contact numbers, who are available for 24-hour emergency callout service for after hours.

3.8.5 In Standard Callout, “on-call” response shall result in Contractor responding onsite with applicable equipment within one (24) hour period of receiving request, during business hours.

3.8.6 Emergency “on-call” status shall be maintained 24-hours a day.

3.8.7 In Emergency Callout, Contractor shall respond to emergency calls for service within (2) hours of being notified to provide services. Emergency service is the clean -up of mud/debris on the roadway as a result of a main break or other water related work.

3.9 Locations

3.9.1 The services will be City wide, and could be on arterial, collector and residential streets.

3.10 Equipment requirements

3.10.1 Contractor shall provide all equipment such as but not limited to: tractors, trucks, trailers, hauling units. necessary to remove the Track Out. The Contractor will select the type of equipment necessary to fulfill the requirements stated herein and can perform the work. The Contractor must have readily available all equipment needed to complete the cleanup.

3.10.2 The primary equipment shall be of a recognized make and shall be kept in good and safe repair and not greater than 10-years old..

3.11 Contractor Equipment Operator Qualifications

3.11.1 The City requires that the operators of each piece of equipment shall be qualified in the operation of the equipment.

3.12 Applicable Standards

3.12.1 Paved public streets, alleys, curbs/gutters or sidewalks will be cleaned to a “good” standard. A “good” standard is defined as the absence of litter, leaves, dirt, sand, debris in the streets and gutters upon the completion of the clean-up operation.

3.12.2 The Contractor will respond within one (1) day when notified by the City to re- sweep unsatisfactory areas. This will be completed at the contractors expense.

3.13 Deliverables

3.13.1 Upon completion of a Callout the Contractor shall provide pictures of the cleaned site. Pictures must contain landmarks, street signs of the clean area, they must come close to or match the location of the original picture supplied by the City. The “Clean” photos, will be sent by email to the following email address: distribution.admin@phoenix.gov.

3.13.2 When water use is required, the City will provide a blank meter readings report to the Contractor. The Contractor will provide the start and end meter readings report after the Contractor’s equipment has been filled with water. Then the Contractor will submit the meter readings report with their invoices. The Contractor will submit the meter readings report to distribution.admin@phoenix.gov.

3.14 Contract Performance

Performance during the contract period will be evaluated on a monthly basis. The Contract Monitor (or their designee) will audit billings, approve invoice payments, review and approve delivery and schedule changes, and will be responsible for all performance issues relating to the contract. Additionally, Contractor adherence to this Scope of Work will be monitored using the following parameters:

3.14.1 Standards – The Contractor will ensure that they follow the standards and ordinances listed in the Scope of Work to include:

3.14.1.1 Be in compliance with the
Maricopa County Air Pollution Control Regulation
Rule 310

3.14.1.2 Federal, State, County and City laws and ordinances

3.14.1.3 Current ADEQ requirements for dust control

3.14.1.4 Meet National Pollution Discharge Elimination System (NPDES)

3.14.2 Quality Control – The Contractor will ensure that clean-up will be neat, orderly and in a professional manner.

3.14.3 Disposal – All debris is hauled, handled, and disposed of following all Federal, State and local laws.

3.14.4 Dust Control – The Contractor will use enough water during clean up to provide adequate dust control.

3.14.5 Callouts – The Contractor will provide the City with contact information for employees, for all callouts – weather during normal business hours or on a 24 hour emergency notice.

3.14.6 The Contractor will provide their own certified equipment that is good working order.

3.14.7 The Contractor will ensure that equipment operators meet all qualifications for operating heavy equipment.

3.14.8 Equipment Safety – the Contractor will ensure that all safety equipment is in place to protect its employees, the public, surrounding areas, equipment and vehicles.

3.14.9 The Contractor will ensure that all clean-up operations will be a “good” standard as defined in the Scope of Work.

3.17.10 The Contractor will maintain an emergency on-call status

3.15.11 The Contractor will ensure that all operators will abide by all local, state and federal laws dealing with driving classifications.

3.15.12 The Contractor will provide pictures to the City once a clean-up operation is complete with the date and time stamp, along with landmarks of the area (i.e. street signs).

3.15.13 The Contract will provide meters readings to the City from the assigned flow meters for the use of City provided water.

4. Standard Terms and Conditions

4.1. Definition of Key Words Used in the Solicitation

Shall, Will, Must: Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of Offer as non-responsive.

Should: Indicates something that is recommended but not mandatory. If the Offeror fails to provide recommended information, the City may, at its sole option, ask the Offeror to provide the information or evaluate the Offer without the information.

May: Indicates something that is not mandatory but permissible.

For purposes of this solicitation, the following definitions will apply:

"A.R.S." Arizona Revised Statute

"Buyer" or "Procurement Officer" City of Phoenix staff person responsible for the solicitation. The City employee or employees who have specifically been designated to act as a contact person or persons to the Contractor, and responsible for monitoring and overseeing the Contractor's performance under this contract.

"City" The City of Phoenix

"Contractor" The individual, partnership, or corporation who, as a result of the competitive process, is awarded a contract by the City of Phoenix.

"Contract" or "Agreement" The legal agreement executed between the City of Phoenix, AZ and the Contractor.

"Days" Means calendar days unless otherwise specified.

"Chief Procurement Officer" The contracting authority for the City of Phoenix, AZ, authorized to sign contracts and amendments thereto on behalf of the City of Phoenix, AZ.

"Employer" Any individual or type of organization that transacts business in this state, that has a license issued by an agency in this state and employs one or more employees in this state. Employer includes this state, any political subdivision of this state and self-employed persons. In the case of an independent contractor, employer means the independent contractor and does not mean the person or organization that uses contract labor. (A.R.S. 23-211).

"Offer" Means a response from a Supplier, Contractor, or Service Provider to a solicitation request that, if awarded, binds the Supplier, Contractor, or Service Provider to perform in accordance with the contract. Same as bid, proposal, quotation or tender.

"Offeror" Any Vendor, Seller or Supplier submitting a competitive offer in response to a solicitation from the City. Same as Bidder or Proposer.

"Solicitation" Means an Invitation for Bid (IFB), Request for Proposal (RFP), Request for Quotations (RFQ), Request for Qualifications (RFQu) and request for sealed Offers, or any other type of formal procurement which the City makes public through advertising, mailings, or some other method of communication. It is the process by which the City seeks information, proposals, Offers, or quotes from suppliers.

“Suppliers” Firms, entities or individuals furnishing goods or services to the City.

“Vendor or Seller” A seller of goods or services.

4.2. Contract Interpretation

4.2.1. **Applicable Law:** This Contract will be governed by the law of the State of Arizona, and suits pertaining to this Contract will be brought only in Federal or State courts in Maricopa County, State of Arizona.

4.2.2. **Contract Order of Precedence:** In the event of a conflict in the provisions of the Contract, as accepted by the City and as they may be amended, the following will prevail in the order set forth below:

4.2.2.1. Federal terms and conditions, if any

4.2.2.2. Special terms and conditions

4.2.2.3. Standard terms and conditions

4.2.2.4. Amendments

4.2.2.5. Statement or scope of work

4.2.2.6. Specifications

4.2.2.7. Attachments

4.2.2.8. Exhibits

4.2.2.9. Instructions to Contractors

4.2.2.10. Other documents referenced or included in the Solicitation

4.2.3. **Organization – Employment Disclaimer:** The Agreement resulting hereunder is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties will be only those expressly set forth in the agreement. The parties agree that no persons supplied by the Contractor in the performance of Contractor’s obligations under the agreement are considered to be City’s employees and that no rights of City civil service, retirement or personnel rules accrue to such persons. The Contractor will have total responsibility for all salaries, wage bonuses, retirement, withholdings, workmen’s compensation, occupational disease compensation, unemployment compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and will save and hold the City harmless with respect thereto.

4.2.4. **Severability:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid will not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.

- 4.2.5. **Non-Waiver of Liability:** The City of Phoenix as a public entity supported by tax monies, in execution of its public trust, cannot agree to waive any lawful or legitimate right to recover monies lawfully due it. Therefore, any Contractor agrees that it will not insist upon or demand any statement whereby the City agrees to limit in advance or waive any right the City might have to recover actual lawful damages in any court of law under applicable Arizona law.
- 4.2.6. **Parole Evidence:** This Agreement is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage in the trade will be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this contract will not be relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.

4.3. Contract Administration and Operation

- 4.3.1. **Records:** All books, accounts, reports, files and other records relating to the contract will be subject at all reasonable times to inspection and audit by the City for five years after completion of the contract. Such records will be produced at a City of Phoenix office as designated by the City. Confidentiality will be maintained, and City will not violate any proprietary or other confidentiality agreements Contractor has in place.
- 4.3.2. **Discrimination Prohibited:** Contractor agrees to abide by the provisions of the Phoenix City Code Chapter 18, Article V as amended. Any Contractor, in performing under this contract, will not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age or disability nor otherwise commit an unfair employment practice. The supplier and/or lessee will take action to ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, or national origin, age or disability and adhere to a policy to pay equal compensation to men and women who perform jobs that require substantially equal skill, effort and responsibility, and that are performed within the same establishment under similar working conditions. Such action will include but not be limited to the following: Employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The supplier further agrees that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this contract. Contractor further agrees that this clause will be incorporated in all subcontracts, job-contractor agreements or subleases of this agreement entered into by supplier/lessee.

4.3.3. **Equal Employment Opportunity and Pay:** In order to do business with the City, Contractor must comply with Phoenix City Code, 1969, Chapter 18, Article V, as amended, Equal Employment Opportunity Requirements. Contractor will direct any questions in regard to these requirements to the Equal Opportunity Department, (602) 262-6790.

4.3.3.1. **For a Contractor with 35 employees or fewer:** Contractor in performing under this Agreement shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age, or disability, nor otherwise commit an unfair employment practice. The Contractor will ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age, or disability. Such action shall include but not be limited to the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The Contractor further agrees that this clause will be incorporated in all subcontracts related to this Agreement that involve furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this Agreement. Contractor further agrees that this clause will be incorporated in all subcontracts, Contractor agreements or subleases of this agreement entered into by supplier/lessee.

4.3.3.2. **For a Contractor with more than 35 employees:** Contractor in performing under this Agreement shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age, or disability, nor otherwise commit an unfair employment practice. The Contractor will ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age, or disability, and shall adhere to a policy to pay equal compensation to men and women who perform jobs that require substantially equal skill, effort, and responsibility, and that are performed within the same establishment under similar working conditions. Such action shall include but not be limited to the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The Contractor further agrees that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this contract. Contractor further agrees that this clause will be incorporated in all subcontracts, job-Contractor agreements or subleases of this Agreement entered into by supplier/lessee.

The Contractor further agrees not to discriminate against any worker, employee or applicant, or any member of the public, because of sexual orientation or gender identity or expression and shall ensure that applicants are employed, and employees are dealt with during employment without regard to their sexual orientation or gender identity or expression.

- 4.3.3.3. **Documentation:** Suppliers and lessees may be required to provide additional documentation to the Equal Opportunity Department affirming that a nondiscriminatory policy is being utilized.
- 4.3.3.4. **Monitoring:** The Equal Opportunity Department shall monitor the employment policies and practices of suppliers and lessees subject to this article as deemed necessary. The Equal Opportunity Department is authorized to conduct on-site compliance reviews of selected firms, which may include an audit of personnel and payroll records, if necessary.
- 4.3.4. **Legal Worker Requirements:** The City of Phoenix is prohibited by A.R.S. § 41-4401 from awarding a contract to any Contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Contractor agrees that:
 - 4.3.4.1. Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214, subsection A.
 - 4.3.4.2. A breach of a warranty under paragraph 1 will be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.
 - 4.3.4.3. The City of Phoenix retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on the contract to ensure that the Contractor or subcontractor is complying with the warranty under paragraph 1.
- 4.3.5. **Health, Environmental, and Safety Requirements:** The Contractor's products, services and facilities will be in full compliance with all applicable Federal, State and local health, environmental and safety laws, regulations, standards, codes and ordinances, regardless of whether or not they are referred to by the City. At the request of City representatives, the Contractor will provide the City:
 - 4.3.5.1. Environmental, safety and health regulatory compliance documents (written safety programs, training records, permits, etc.) applicable to services provided by the Contractor in this contract.
 - 4.3.5.2. A list of all federal, state, or local (EPA, OSHA, Maricopa County, etc.) citations or notice of violations issued against their firm or their subcontractors including dates, reasons, dispositions and resolutions.

- 4.3.5.3. The City will have the right, but not the obligation to inspect the facilities, transportation vehicles or vessels, containers and disposal facilities provided by the Contractor or subcontractor. The City will also have the right to inspect operations conducted by the Contractor or subcontractor in the performance of this agreement. The City further reserves the right to make unannounced inspections of the Contractor's facilities (during normal business hours).
- 4.3.6. **Compliance with Laws:** Contractor agrees to fully observe and comply with all applicable Federal, State and local laws, regulations, standards, codes and ordinances when performing under this Contract regardless of whether they are being referred to by the City. Contractor agrees to permit City inspection of Contractor's business records, including personnel records to verify any such compliance. Because the contractor will be acting as an independent contractor, the City assumes no responsibility for the Contractor's acts.
- 4.3.7. **Lawful Presence Requirement:** Pursuant to A.R.S. §§ 1-501 and -502, the City of Phoenix is prohibited from awarding a contract to any natural person who cannot establish that he or she is lawfully present in the United States. In order to establish lawful presence, this person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. In the event the prevailing responder is unable to satisfy this requirement, the City will offer the award to the next-highest scoring responder. The law does not apply to fictitious entities such as corporations, partnerships and limited liability companies.
- 4.3.8. **Continuation During Disputes:** Contractor agrees that notwithstanding the existence of any dispute between the parties, insofar as is possible, under the terms of the contract, the Contractor will continue to perform the obligations required of Contractor during the continuation of any such dispute unless enjoined or prohibited by an Arizona Court of competent jurisdiction.
- 4.3.9. **Emergency Purchases:** The City reserves the right to purchase from other sources those items which are required on an emergency basis and cannot be supplied immediately from stock by the Contractor.

4.4. Costs and Payments

- 4.4.1. **General:** Any prompt payment terms offered must be clearly noted by the Contractor on all invoices submitted to the City for the payment of goods or services received. The City will make every effort to process payment for the purchase of material or services within thirty to forty-five calendar days after receipt of a correct invoice, unless a good faith dispute exists to any obligation to pay all or a portion of the account. Payment terms are specified in the Offer.

- 4.4.2. **Payment Deduction Offset Provision:** Contractor acknowledges that the City Charter requires that no payment be made to any Contractor as long as there is an outstanding obligation due to the City. Contractor agrees that any obligation it owes to the City will be offset against any payment due to the Contractor from the City.
- 4.4.3. **Late Submission of Claim by Contractor:** The City will not honor any invoices or claims which are tendered one year after the last item of the account accrued.
- 4.4.4. **Discounts:** If applicable, payment discounts will be computed from the date of receiving acceptable products, materials and/or services or correct invoice, whichever is later to the date payment is mailed.
- 4.4.5. **No Advance Payments:** Advance payments are not authorized. Payment will be made only for actual services or commodities that have been received, unless addressed specifically in the Scope of work for subscription services.
- 4.4.6. **Fund Appropriation Contingency:** The Contractor recognizes that any agreement entered into will commence upon the day first provided and continue in full force and effect until termination in accordance with its provisions. The Contractor and the City herein recognize that the continuation of any contract after the close of any given fiscal year of the City, which ends on June 30th of each year, will be subject to the approval of the budget of the City providing for or covering such contract item as an expenditure therein. The City does not represent that said budget item will be actually adopted, said determination being the determination of the City Council at the time of the adoption of the budget.
- 4.4.7. **Maximum Prices:** The City will not be invoiced at prices higher than those stated in any contract resulting from this Offer. Contractor certifies, by signing this Offer that the prices offered are no higher than the lowest price the Contractor charges other buyers for similar quantities under similar conditions, as applicable and shown by quotes for like services and goods. Contractor further agrees that any reductions in the price of the goods or services covered by this Offer and occurring after award will apply to the undelivered balance. The Contractor will promptly notify the City of such price reductions.
- 4.4.8. **F.O.B. Point:** All prices are to be quoted F.O.B. destination, unless specified elsewhere in this solicitation.

4.5. Contract Changes

- 4.5.1. **Contract Amendments:** Contracts will be modified only by a written contract amendment signed by persons duly authorized to enter into contracts on behalf of the Contractor. No verbal agreement or conversation with any officer, agent, or employee of the City either before or after execution of the contract, will affect or modify any of the terms or obligations contained or to be contained in the contract. Any such verbal agreements or conversation shall be considered as unofficial information and in no way binding upon the City or the Contractor. All agreements shall be in writing and contract changes shall be by written amendment signed by both parties.
- 4.5.2. **Assignment - Delegation:** No right or interest in this contract nor monies due hereunder will be assigned in whole or in part without written permission of the City, and no delegation of any duty of Contractor will be made without prior written permission of the City, which may be withheld for good cause. Any assignment or delegation made in violation of this section will be void.
- 4.5.3. **Non-Exclusive Contract:** Any contract resulting from this solicitation will be awarded with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods or services from another source when necessary.

4.6. Risk of Loss and Liability

- 4.6.1. **Title and Risk of Loss:** The title and risk of loss of material or service will not pass to the City until the City actually receives the material or service at the point of delivery; and such loss, injury, or destruction will not release seller from any obligation hereunder.
- 4.6.2. **Acceptance:** All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. Noncompliance will conform to the cancellation clause set forth in this document.
- 4.6.3. **Force Majeure:** Except for payment of sums due, neither party will be liable to the other nor deemed in default under this contract if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force majeure will not include late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition. If either party is delayed at any time in the progress of the work by force majeure, the delayed party will notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and will specify the causes of such delay in such notice. Such notice will be hand-delivered or mailed certified-return receipt and will make a

specific reference to this provision, thereby invoking its provisions. The delayed party will cause such delay to cease as soon as practicable and will notify the other party in writing when it has done so. The time of completion will be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this contract.

4.6.4. **Loss of Materials:** The City does not assume any responsibility, at any time, for the protection of or for loss of materials, from the time that the contract operations have commenced until the final acceptance of the work by the City.

4.6.5. **Contract Performance:** Contractor will furnish all necessary labor, tools, equipment, and supplies to perform the required services at the City facilities designated, unless otherwise specifically addressed in the scope, or elsewhere in this Agreement. The City's authorized representative will decide all questions which may arise as to the quality and acceptability of any work performed under the contract. If, in the opinion of the City's authorized representative, performance becomes unsatisfactory, the City will notify the Contractor. The Contractor will have 30 days from that time to correct any specific instances of unsatisfactory performance, unless a different amount of time is specified in the agreement. In the event the unsatisfactory performance is not corrected within the time specified, the City will have the immediate right to complete the work to its satisfaction and will deduct the cost to cover from any balances due or to become due the Contractor. Repeated incidences of unsatisfactory performance may result in cancellation of the agreement for default.

4.6.6. **Damage to City Property:** Contractor will perform all work so that no damage to the building or grounds results. Contractor will repair any damage caused to the satisfaction of the City at no cost to the City. Contractor will take care to avoid damage to adjacent finished materials that are to remain. If finished materials are damaged, Contractor will repair and finish to match existing material as approved by the City at Contractor's expense.

4.7. City's Contractual Rights

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

4.7.1. **Non-Exclusive Remedies:** The rights and remedies of the City under this Contract are non-exclusive.

- 4.7.2. **Default in One Installment to Constitute Breach:** Each installment or lot of the agreement is dependent on every other installment or lot and a delivery of non-conforming goods or a default of any nature under one installment or lot will impair the value of the whole agreement and constitutes a total breach of the agreement as a whole.
- 4.7.3. **On Time Delivery:** Because the City is providing services which involve health, safety and welfare of the general public, delivery time is of the essence. Delivery must be made in accordance with the delivery schedule promised by the Contractor.
- 4.7.4. **Default:** In case of default by the Contractor, the City may, by written notice, cancel this contract and repurchase from another source and may recover the excess costs by (1) deduction from an unpaid balance due; (2) collection against the Solicitation and/or Performance Bond, or (3) a combination of the aforementioned remedies or other remedies as provided by law.
- 4.7.5. **Covenant Against Contingent Fees:** Seller warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employers or bona fide established commercial or selling agencies maintained by the seller for the purpose of securing business. For breach or violation of this warranty, the City will have the right to annul the contract without liability or in its discretion to deduct from the contract price a consideration, or otherwise recover the full amount of such commission, brokerage or contingent fee.
- 4.7.6. **Cost Justification:** In the event only one response is received, the City may require that the Contractor submit a cost proposal in sufficient detail for the City to perform a cost/price analysis to determine if the Offer price is fair and reasonable.
- 4.7.7. **Work Product, Equipment, and Materials:** All work product, equipment, or materials created or purchased under this contract belongs to the City and must be delivered to the City at City's request upon termination of this contract. Contractor agrees to assign to City all rights and interests Contractor may have in materials prepared under this contract that are "works for hire" within the meaning of the copyright laws of the United States, including any right to derivative use of the material.

4.8. Contract Termination

- 4.8.1. **Gratuities:** The City may, by written notice to the Contractor, cancel this contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City making any determinations with respect to the performing of such contract. In the event this contract is canceled by the City pursuant to this provision, the City will be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.

4.8.2. Conditions and Causes for Termination:

4.8.2.1. This contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty-day written notice to Contractor. The City at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the City will be liable only for payment under the payment provisions of this contract for services rendered and accepted material received by the City before the effective date of termination. Title to all materials, work-in-process and completed but undeliverable goods, will pass to the City after costs are claimed and allowed. The Seller will submit detailed cost claims in an acceptable manner and will permit the City to examine such books and records as may be necessary in order to verify the reasonableness of any claims.

4.8.2.2. The City reserves the right to cancel the whole or any part of this contract due to failure of Contractor to carry out any term, promise, or condition of the contract. The City will issue a written notice of default to Contractor for acting or failing to act as in any of the following:

4.8.2.2.1. In the opinion of the City, Contractor provides personnel who do not meet the requirements of the contract;

4.8.2.2.2. In the opinion of the City, Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this contract;

4.8.2.2.3. In the opinion of the City, Contractor attempts to impose on the City personnel or materials, products or workmanship, which is of an unacceptable quality;

4.8.2.2.4. Contractor fails to furnish the required service and/or product within the time stipulated in the contract;

4.8.2.2.5. In the opinion of the City, Contractor fails to make progress in the performance of the requirements of the contract and/or gives the City a positive indication that Contractor will not or cannot perform to the requirements of the contract.

4.8.3. **Contract Cancellation:** All parties acknowledge that this contract is subject to cancellation by the City of Phoenix pursuant to the provision of Section 38-511, Arizona Revised Statutes.

4.9. Integration

This Agreement constitutes and embodies the full and complete understanding and agreement of the parties hereto and supersedes all prior understandings, agreements, discussions, proposals, bids, negotiations, communications, and correspondence, whether oral or written. No representation, promise, inducement or statement of intention has been made by any party hereto which is not embodied in this Agreement, and no party will be bound by or liable for any statement of intention not so set forth.

4.10. State and Local Transaction Privilege Taxes

In accordance with applicable state and local law, transaction privilege taxes may be applicable to this transaction. The state and local transaction privilege (sales) tax burden and legal liability to remit taxes are on the Contractor that is conducting business in Arizona and the City of Phoenix. Any failure by the Contractor to collect applicable taxes from the City will not relieve the Contractor from its obligation to remit taxes. It is the responsibility of the prospective bidder to determine any applicable taxes. The City will look at the price or offer submitted and will not deduct, add or alter pricing based on speculation or application of any taxes, nor will the City provide advice or guidance. If you have questions regarding your tax liability, please seek advice from a tax professional prior to submitting your Offer. You may also find information at <https://www.phoenix.gov/finance/plt> or <https://www.azdor.gov/Business>. Once your Offer is submitted, the Offer is valid for the time specified in this Solicitation, regardless of mistake or omission of tax liability. If the City finds over payment of a project due to tax consideration that was not due, the Contractor will be liable to the City for that amount, and by contracting with the City, the Contractor agrees to remit any overpayments back to the City for miscalculations on taxes included in an offer price.

4.11. Tax Indemnification

Contractor will pay all federal, state and local taxes applicable to its operation and any persons employed by the Contractor, and require the same of all subcontractors. Contractor will hold the City harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation, and require the same of all subcontractors.

4.12. Tax Responsibility Qualification

Contractor may be required to establish, to the satisfaction of City, that any and all fees and taxes due to the City or the State of Arizona for any License or Transaction Privilege taxes, Use Taxes or similar excise taxes, are currently paid (except for matters under legal protest). Contractor agrees to a waiver of the confidentiality provisions contained in the City Finance Code and any similar confidentiality provisions contained in Arizona statutes relative to State Transaction Privilege Taxes or Use Taxes. Contractor agrees to provide written authorization to the City Finance Department and to the Arizona State Department of Revenue to release tax information relative to Arizona Transaction Privilege Taxes or Arizona Use Taxes in order to assist the Department in evaluating Contractor's qualifications for and compliance with contract for duration of the term of contract.

4.13. No Israel Boycott

If this Contract is valued at \$100,000 or more and requires Contractor (a company engaging in for-profit activity and having ten or more full-time employees) to acquire or dispose of services, supplies, information technology, or construction, then Contractor must certify and agree that it does not and will not boycott goods or services from Israel, pursuant to Title 35, Chapter 2, Article 9 of the Arizona Revised Statutes. Provided that these statutory requirements are applicable, Contractor by entering this Contract now certifies that it is not currently engaged in, and agrees for the duration of the Contract to not engage in, a boycott of goods or services from Israel.

4.14. No Forced Labor of Ethnic Uyghurs

If this Contract requires Contractor (a company engaging in for-profit activity and having ten or more full-time employees) to acquire or dispose of services, supplies, information technology, goods, or construction, then pursuant to Title 35, Chapter 2, Article 10 of the Arizona Revised Statutes Contractor must certify and agree that it and any contractors, subcontractors, or suppliers it utilizes do not and will not use the forced labor of ethnic Uyghurs in the People's Republic of China or any goods or services produced by such forced labor. Provided these statutory requirements are applicable, Contractor, by entering this Contract, now certifies it is not currently engaged in, and agrees for the duration of the Contract to not engage in, (a) the use of forced labor of ethnic Uyghurs in the People's Republic of China; (b) the use of any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (c) the use of any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

4.15. Advertising

Except as required by law, Contractor shall not publish, release, disclose or announce to any member of the public, press, official body, or any other third party any information or documents concerning this Agreement or any part thereof without the prior written consent of the City. The name of any City site on which services are performed by the Contractor pursuant to this Agreement shall not be used in any advertising or other promotional context by Contractor without the prior written consent of the City.

4.16. Strict Performance

Failure of either party to insist upon the strict performance of any item or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the acceptance of materials or services, obligations imposed by this contract, or by law, will not be deemed a waiver of any right of either party to insist upon the strict performance of the contract.

4.17. Authorized Changes

The City reserves the right at any time to make changes in any one or more of the following: (a) specifications; (b) methods of shipment or packing; (c) place of delivery; (d) time of delivery; and/or (e) quantities. If the change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment will be deemed waived unless asserted in writing within sixty days from the receipt of the change. Price increases or extensions of delivery time will not be binding on the City unless evidenced in writing and approved by the Chief Procurement Officer prior to the institution of the change.

5. Special Terms and Conditions

5.1. Price

All prices submitted shall be firm and fixed for the initial one-year of the contract. Thereafter, price increases will be considered annually provided the adjustments are submitted in writing with 60 days' notice to the Procurement Officer. Price increase requests shall be accompanied with written documentation to support the increase, such as a letter from the manufacturer, published price index, applicable change in law, etc. Price decrease requests do not require supporting documentation and are allowed at any time during the contract term.

The City will be the sole judge in determining the allowable increase amount. Price increases agreed to by any staff other than the Chief Procurement Officer are invalid. The Contractor acknowledges and agrees to repay all monies paid because of a requested price increase unless the increase was specifically approved, in writing, by the Chief Procurement Officer.

5.2. Method of Ordering

Contractor shall deliver items and/or services only upon receipt of a written purchase order. All Contractor invoices and packing/delivery tickets must include the City of Phoenix purchase order number.

5.3. Method of Invoicing

Invoice must be emailed in .pdf format to invoices@phoenix.gov and must include the following:

- City purchase order number or shopping cart number
- Items listed individually by the written description and part number
- Unit price, extended and totaled
- Quantity ordered, back ordered, and shipped
- Applicable tax
- Invoice number and date
- Delivery address
- Payment terms
- FOB terms
- Remit to address

5.4. Supplier Profile Changes

It is the responsibility of the Contractor to promptly update their profile in procurePHX at <https://www.phoenix.gov/procure>. If Contractor's legal identify has changed, the Procurement Officer must be notified immediately. Failure to do so may result in non-payment of invoices and contract termination.

5.5. Suspensions of Work

The City reserves the right to suspend work wholly or in part if deemed necessary for the best interest of the City. This suspension will be without compensation to the Contractor, other than to adjust the contract completion/delivery requirements.

5.6. Hours of Work

All work under this contract shall be coordinated with the City's authorized Department representative. Any changes to the established schedule must have prior written approval by the City's authorized Department representative.

5.7. Post Award Conference

A post-award conference will be held prior to commencement of any work on the project. The purpose of this conference is to discuss critical elements of the work schedule and operational problems and procedures.

5.8. Performance Interference

Contractor shall notify the City's authorized Department representative immediately of any occurrence and/or condition that interferes with the full performance of the contract and confirm it in writing within 24 hours.

5.9. Cooperative Agreement

In addition to the City and with approval of the Contractor, this contract may be extended for use by other municipalities and government agencies in the State of Arizona.

5.10. Exclusive Possession

All services, information, computer program elements, reports, and other deliverables which may be created under this contract are the sole property of the City of Phoenix and will not be used by the Contractor or any other person except with prior written permission by the City.

5.11. Licenses and Permits

Contractor will keep current Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this contract.

5.12. Miscellaneous Fees

Additional charges for fuel surcharges, delivery charges, dealer prep, environmental fees, waste disposal, shop supplies, set-up, freight and/or shipping and handling, etc. will not be paid. These costs must be incorporated in the pricing provided.

Labor rates (Shop and On-site) shall be charged as a flat hourly rate and are allowed only in performance of services under this agreement. Travel hours and other incidental fees will not be permitted under this agreement. Labor hours will be from "check-in" to "check-out" at the worksite.

5.13. Hiring of Each Other's Personnel

Without the prior written consent of the other party, each party shall not actively target for hire personnel of the other party through the term of this Agreement and for six (6) months after the expiration or termination of the last Statement of Work executed by the parties. This prohibition does not apply to or affect in any way the City's standard recruitment processes. The City will not pay a fee or owe any compensation whatsoever to the Contractor if Contractor's employee files an employment application, competes successfully and is hired into a City position. Individuals who are employed by Contractor agency and who are on assignment at the City may file an application for regular City employment and be considered on the same merits and qualifications as would all other applicants. For this reason, compensation to Contractor would not be appropriate and not incurred if such worker succeeds in the selection process and is appointed to a regular City position.

5.14. Liquidated Damages

If the Contractor fails to deliver the supplies or perform the services within the time specified in its contract, or any extension thereof, the actual damages to the City for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, the Contractor shall pay to the City as fixed, agreed and liquidated damages for each calendar day of the delay, the amount of N/A. The City may terminate this contract in whole or in part as provided in the "Default" provision. In that event, the Contractor shall be liable for such liquidated damages accruing until the City may reasonably obtain delivery or performance of similar supplies and services. The Contractor shall not be charged with liquidated damages when the delay arises out of causes beyond its control and without fault or negligence, as determined by the City. The Chief Procurement Officer will be the sole judge in determining the liquidated damages.

5.15. Communication in English

It is mandatory that the Contractor's lead person assigned to any City facility can speak, read, and write in English to effectively communicate with City staff.

5.16. Contractor Assignments

The Contractor hereby agrees that any of its employees who may be assigned to a City site to satisfy obligations under this contract shall be used exclusively for that purpose during the hours when they are working in areas covered by this contract and shall perform no work at other City facilities. If other services, in addition to or separate from, the services specified herein, may be deemed necessary by the Chief Procurement Officer or his authorized representative, the Contractor may be requested to perform the additional or special service.

5.17. Final Inspection and Approval

The Contractor will request the City's authorized Department representative to conduct a site inspection after the project is complete. City's authorized Department representative will prepare a "punch-list" during the inspection and will forward a copy to the Contractor.

After the "punch-list" items have been corrected, the Contractor will request a final inspection with the authorized Department representative. Final project approval is contingent upon the City authorized Department representative's final inspection and written approval.

5.18. Pre-Construction Conference

A pre-construction conference will be held by the City's authorized Department representative prior to commencement of any work on the project. The purpose of this conference is to discuss critical elements of the work schedule and operational problems and procedures.

5.19. Types of Work Supervision

The Contractor shall provide onsite supervision and appropriate training to assure competent performance of the work. Contractor or authorized agent will make sufficient daily routine inspections to ensure the work is performed as required by this contract.

5.20. CJIS Security Addendum

This agreement incorporates by reference the requirements of the Criminal Justice Information Services (CJIS) Security Policy (current version 5.9.1, dated October 1, 2022), and as referenced in Title 28 CFR 20.33(a)(7), issued by the Federal Bureau of Investigation, Criminal Justice Information Services Division, as in force as of the date of this Agreement and as may, from time to time hereafter, be amended. Contractor warrants that it has the technological capability to handle Criminal Justice Information (CJI), as that term is defined by the FBI CJIS Security Policy, in the manner required by the CJIS Security Policy. Contractor expressly acknowledges that the CJIS Security Policy places restrictions and limitations on the access to, use of, and dissemination of CJI and hereby warrants that its system abides by those restrictions and limitations.

Private contractors are permitted access to criminal history record information systems pursuant to a specific agreement for the purpose of providing services for the administration of criminal justice pursuant to that agreement. Private contractors who perform the administration of criminal justice shall meet the same training and certification criteria required by governmental agencies performing a similar function, and shall be subject to the same extent of audit review as are local user agencies. In accordance with the CJIS Security Addendum, a minimum of a background check (fingerprint) will be administered and required through the Arizona state and federal criminal justice system for all contracted employees who may have access to CJIS information. Background checks (fingerprints) will be performed and received with required clearance prior to receipt of any CJIS information.

5.21. Air Pollution Emergency Proclamation

The City requires Contractors to provide information with their submittal, to the extent practicable, the amount of reactive organic compounds in their products. The City requires Contractors to also identify any products with special storage requirements or special hazards such as, reactive, temperature, or shock sensitive, dangerous when wet or with other unusual hazards.

Contractor should advise the Procurement Officer of any substitute products which contain either no reactive organic compounds or an amount less than that contained in the product(s) specified in this solicitation. This notification should be provided at least ten days prior to the solicitation due date.

5.22. Dust Control

Contractor shall not cause or allow any dust generating operation, use of property, or any other operation which cause fugitive dust emissions that exceed the 20% visible emission opacity limit in Rule 300 of Maricopa County's Air Pollution Control Regulations. The Contractor shall suppress emission of dust to comply with this limit.

The Contractor shall NOT use grading, blading, disking, a gannon or like equipment to control weeds without prior written authorization from the City's authorized Department representative. Earthmoving activities shall be conducted in accordance with the standards and work practices defined in Maricopa County Fugitive Dust Rule 310. Contractor shall obtain a Maricopa County Dust Control Permit for each site where there is earthmoving on areas greater than 0.1 acres. Contractor may submit invoices for reimbursement of dust control permit fees when necessary, provided documentation is included to verify the fee.

The use of leaf blowers is strictly prohibited. Acceptable alternatives to leaf blowers include: brooms, rakes, walk behind leaf vacuums, and PM-10 Compliance Sweepers. Debris shall not be swept into the street.

5.23. Environmental Preferred Products

The City of Phoenix has adopted a Sustainable Purchasing Policy <https://www.phoenix.gov/oep/spp-about> in an effort to protect human health and the environment, reduce operating expenses, and reduce potential liability associated with the use of hazardous materials.

The chemical products selected for use in this contract shall avoid physical and health hazards by adhering to either of the following requirements:

EITHER meet the most current criteria of one of the following standards, as applicable:

- EPA's Safer Choice,
- Green Seal GS-11 (paints & coatings),
- GS-34 (cleaning/degreasing agents)
- GS-36 (commercial adhesives),
- GS-37 (institutional cleaners),
- or GS-40 (institutional floor care)

OR, meet each of the following criteria:

- (pH) greater than 2.5 and less than 12.
- Flashpoint greater than 150 degrees F
- National Fire Prevention Association (NFPA) or Hazardous Materials Identification System (HMIS) rating of 2 or less in each category.

- Maximum of 50 g/L or 5% by weight volatile organic compound (VOC) content or comply with the California Air Resources Board's maximum allowable VOC limit for consumer products (listed at California Code of Regulations 94507-94517).
- Contain no known carcinogens, reproductive toxins, persistent bioaccumulative toxins (PBTs), or ozone-depleting substances.
- Contain no hazardous waste toxins listed at 40 CFR 261.24 at concentrations that could require regulation of the material as a toxicity-characteristic hazardous waste.

The City maintains the right to request that Contractors supply certification of compliance with the above. SDS's shall be provided to the City upon request. SDS's shall be provided with the solicitation when specified in the scope of work or offer instructions.

5.24. OSHA Laws and Regulations

Emergency Spill Response Plan: Contractor shall determine whether products selected could require an emergency spill response plan for any hazardous material used. If such determination is made, a plan for directing employees in proper response procedures must be submitted. At a minimum, the response plan must address the following:

- Provide a description of equipment on site available to contain and/or respond to an emergency/spill of the material.
- Notification procedures.
- Response coordination procedures between Contractor and the City.
- Provide a Site Plan showing the location of stored hazardous materials and location of spill containment/response equipment.
- Provide a description of the training provided to the Contractor employees.

Hazardous Materials Storage and Labeling Specifications: Contractor shall, to the satisfaction of the City of Phoenix's environmental representative, properly and safely store all hazardous materials, which shall include as a minimum, the following:

- Have a designated storage site for hazardous material, which includes secondary containment.
- Provide signage approved by the City of Phoenix's environmental representative clearly identifying the hazardous materials storage site. Signage must be in language understood by Contractor's on-site employees.
- All hazardous materials containers must be labeled according to OSHA requirements and bear applicable NFPA or HMIS labels.

OSHA Guideline Compliance: Contractor shall comply with all applicable Federal, State, City and local laws, regulations and rules including, but not limited to:

- Safety Data Sheets – Contractor shall furnish to the City’s Department copies of Safety Data Sheets (SDS), or all products used, prior to beginning service in any facility. Contractor must update copies of the SDS on an annual basis. In addition, each time a new chemical or cleaning product is introduced into any facility, a copy of that product’s SDS must be provided prior to the product being used in any facility. The Safety Data Sheets must be in compliance with OSHA Regulation 1910.1200, paragraph g.
- Labeling of Hazardous Materials – Contractor shall comply with the OSHA Regulation 1910.1200 paragraph f, concerning the labeling of all chemical containers
- Caution Signs – Contractor shall use caution signs as required by OSHA Regulation 1910.144 and 1910.145 at no cost to the City. Caution signs must be on-site during each scheduled cleaning.
- Blood Borne Pathogens – Contractor shall comply with OSHA Standard 29CFR 1910.1030 Blood Borne Pathogens as it pertains to the training, safety, and equipment needed for all employees engaged in contracted service. Contractor shall be responsible for compliance on date of contract acceptance and shall provide proof to the City’s Department.

Proof of compliance with OSHA regulation 1910.1200, Hazard Communication, shall be provided to the City’s Department, upon commencement of this Contract, and reviewed by the Department Safety Analyst for verification. Failure of the Contractor or their employees to comply with all applicable laws and rules shall permit the City to immediately terminate resultant Contract without liability.

SDS Notebooks: Contractor shall maintain on the site a notebook containing current (dated within the past three years or verified as most current by manufacturer) SDS for all materials being used on site, whether or not they are defined as a Hazardous Material. The notebook shall be kept in the Contractor’s on-site storage area. The notebook must be kept up-to-date as materials are brought onto and removed from the site. A complete copy of the SDS notebook shall also be provided to the City. New products must be approved for use by the City by providing a copy of the product’s SDS for review and approval.

Non-Hazardous Materials Labeling Specifications: The Contractor shall clearly label all packaged products, whether or not they are classified as Hazardous Materials under this Section. If any such unlabeled containers are discovered on the Site, the City’s environmental representative will notify the Contractor and Contractor will within one hour clearly label the container or remove it from the site. Any containers that are filled from larger containers must also be labeled.

Offsite Storage of Hazardous Materials: The City encourages storage of hazardous materials off site until the materials are needed on site. Solvent based strippers and cleaners will NOT be stored on City property.

Hazardous Materials Management Program Documentation: The Contractor shall make all required documentation available immediately upon request of the City's environmental representative. The Contractor shall also provide the City's environmental representative with copies of all permits obtained from environmental regulatory agencies.

Contractor Training Requirements: The Contractor shall provide requested copies of the company's written Hazardous Communications Program to the City of Phoenix that satisfies requirements listed under sections e, f, g, and h of 29 CFR 1910.1200, Hazard Communications. The Contractor must demonstrate how employees are trained in the proper use, storage, and disposal of chemical products and wastes in a language understood by the Contractor's on-site employees.

5.25. Recovered Materials

The Resource Conservation and Recovery Act (RCRA), section 6002, requires the Environmental Protection Agency (EPA) to designate items ("designated items") that are or can be made with recovered materials. If the City uses at least a portion of federal funds to purchase over \$10,000 worth of a designated item in a given year, the City must purchase the item containing the highest percentage of recovered materials practicable. Contractors can refer to the EPA's Comprehensive Procurement Guide (CPG) for product specifications found at 40 CFR 247 or www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

5.26. Right-of-Way Management Program

Pursuant to Phoenix City Code, Article XV as revised September 18, 2007, the Contractor must comply with the City Right-of-Way Management Program when performing services under this agreement. Requirements may be found at www.phoenix.gov/streetsraffic-management/right-of-way-mgmt-program-information.

5.27 Heat Mitigation and Protection

Any contractor whose employees and contract workers perform work in an outdoor environment under this contract must keep on file a written heat safety plan. The city may request a copy of this plan and documentation of all heat safety and mitigation efforts currently implemented to prevent heat-related illnesses and injuries in the workplace. The plan must also be posted where it is accessible to employees. At a minimum, the heat safety and mitigation plan and documentation required under this provision shall include each of the following as it relates to heat safety and mitigation:

- Availability of sanitized cool drinking water free of charge at locations that are accessible to all employees and contract workers.
- Ability to take regular and necessary breaks as needed and additional breaks for hydration.
- Access to shaded areas and/or air conditioning.
- Access to air conditioning in vehicles with enclosed cabs. All such vehicles must contain functioning air conditioning by no later than May 1, 2025.

- Effective acclimatization practices to promote the physiological adaptations of employees or contract workers newly assigned or reassigned to work in an outside environment.
- Conduct training and make it available and understandable to all employees and contract workers on heat illness and injury that focuses on the environmental and personal risk factors, prevention, how to recognize and report signs and symptoms of heat illness and injury, how to administer appropriate first aid measures and how to report heat illness and injury to emergency medical personnel.

The contractor further agrees that this clause will be incorporated in all subcontracts with subcontractors, sublicensees or sublessees who may perform labor or services in connection with this contract. Additionally, the contractor agrees to require all subcontractors, sublicensees or sublessees to include this clause in all contracts with any third party who is contracted to perform labor or services in connection with this contract. It is the obligation of the contractor to ensure compliance by its subcontractors.

6. Defense and Indemnification

6.1. Standard General Defense and Indemnification

Contractor (“Indemnitor”) must defend, indemnify, and hold harmless the City of Phoenix and its officers, officials (elected or appointed), agents, and employees (“Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses or expenses (including but not limited to court costs, attorney fees, expert fees, and costs of claim processing, investigation and litigation) of any nature or kind whatsoever (“Losses”) caused, or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of Indemnitor or any of its owners, officers, directors, members, managers, agents, employees or subcontractors (“Indemnitor’s Agents”) arising out of or in connection with this Contract. This defense and indemnity obligation includes holding Indemnitee harmless for any Losses arising out of or recovered under any state’s Workers’ Compensation Law or arising out of the failure of Indemnitor or Indemnitor’s Agents to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. Indemnitor’s duty to defend Indemnitee accrues immediately at the time a claim is threatened or a claim is made against Indemnitee, whichever is first. Indemnitor’s duty to defend exists regardless of whether Indemnitor is ultimately found liable. Indemnitor must indemnify Indemnitee from and against any and all Losses, except where it is proven that those Losses are solely a result of Indemnitee’s own negligent or willful acts or omissions. Indemnitor will be responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Contract, Indemnitor waives all rights of subrogation against Indemnitee for losses arising from the work performed by Indemnitor or Indemnitor’s Agents for the City of Phoenix. The obligations of Indemnitor under this provision survive the termination or expiration of this Contract.

6.2. Commercial Use Permits, SASO Permits and Licenses

Permittee (“Indemnitor”) must defend, indemnify, and hold harmless the City of Phoenix and its officers, officials (elected or appointed), agents, and employees (“Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including but not limited to court costs, attorney fees, expert fees, and costs of claim processing, investigation and litigation) of any nature or kind whatsoever (“Losses”) caused, or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of Indemnitor or any of its owners, officers, directors, members, managers, agents, employees or contractors (“Indemnitor’s Agents”) arising out of or related to Indemnitor’s occupancy and use of the Premises. This defense and indemnity obligation includes holding Indemnitee harmless for any Losses arising out of or recovered under any state’s Workers’ Compensation Law or arising out of the failure of Indemnitor or Indemnitor’s Agents to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. Indemnitor’s duty to defend Indemnitee accrues immediately at the time a claim is threatened or a claim is made against Indemnitee, whichever is first. Indemnitor’s duty to defend exists regardless of whether Indemnitor is ultimately found liable. Indemnitor must indemnify Indemnitee from and against any and all Losses, except where it is proven that those Losses are solely as a result of Indemnitee’s own negligent or willful acts or omissions. Indemnitor will be responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration for the use and occupancy of the Premises, Indemnitor waives all rights of subrogation against

Indemnitee for losses arising from the use, occupancy or condition of the Premises. The obligations of Indemnitor under this provision survive the termination or expiration of this Permit.

6.3. Environmental Services or Operations

Contractor ("Indemnitor") must defend, indemnify, and hold harmless the City of Phoenix and its officers, officials (elected or appointed), agents, and employees ("Indemnitee") from and against any and all demands, claims, complaints, losses, damages, actions or causes of action, assessments, liabilities, costs or expenses including, without limitation, interest, penalties and reasonable attorney fees, expert fees, and reasonable expenses of investigation and remedial work (including but not limited to investigations and remediation by engineers, environmental consultants and similar technical personnel) asserted against or imposed upon or incurred by Indemnitee arising in connection with, or resulting from, any Environmental Law, including but not limited to, any use, generation, storage, spill, release, discharge or disposal of any Hazardous Substance that is now or comes to be located on, at, about or under the property or because of, or in connection with, the violation of any Environmental Law (hereinafter collectively referred to as "Losses") to the extent that such Losses are caused by the fault of Indemnitor, its officers, officials, members, managers, agents, employees, contractors, volunteers, tenants, subtenants, invitees or licensees. Indemnitor's duty to defend Indemnitee accrues immediately at the time a claim is threatened or a claim is made against Indemnitee, whichever is first. Indemnitor's duty to defend exists regardless of whether Indemnitor is ultimately found liable. As used in this section: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, or other petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal, state or local laws and regulations, including common law, that relate to health, safety or environmental protection; and (c) "Fault" means those nonculpable acts or omissions giving rise to strict liability under any Environmental Law pertaining to Hazardous Substances, as well as culpable conduct (negligence or willful misconduct). In consideration of the award of this Contract, Indemnitor agrees to waive all rights of subrogation against Indemnitee for losses arising from or related to any work performed by Indemnitor or Indemnitor's Agents for the City of Phoenix. The obligations of Indemnitor under this provision survive the termination or expiration of this Contract.

7. Insurance Requirements

7.1. Contractor's Insurance

Contractor and subcontractors must procure insurance against claims that may arise from or relate to performance of the work hereunder by Contractor and its agents, representatives, employees and subcontractors. Contractor and subcontractors must maintain that insurance until all their obligations have been discharged, including any warranty periods under this Contract.

The City in no way warrants that the limits stated in this section are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors and Contractor may purchase additional insurance as they determine necessary.

7.2. Scope and Limits of Insurance

Contractor must provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the liability limits provided that (1) the coverage is written on a "following form" basis, and (2) all terms under each line of coverage below are met.

7.3. Commercial General Liability – Occurrence Form

General Aggregate \$2,000,000

Products – Completed Operations Aggregate \$1,000,000

Personal and Advertising Injury \$1,000,000

Each Occurrence \$1,000,000

- The policy must name the City of Phoenix as an additional insured with respect to liability for bodily injury, property damage and personal and advertising injury with respect to premises, ongoing operations, products and completed operations and liability assumed under an insured contract arising out of the activities performed by, or on behalf of the Contractor related to this Contract.
- There shall be no endorsement or modification which limits the scope of coverage or the policy limits available to the City of Phoenix as an additional insured.
- City of Phoenix is an additional insured to the full limits of liability purchased by the Contractor.
- The Contractor's insurance coverage must be primary and non-contributory with respect to any insurance or self-insurance carried by the City.

7.4. Automobile Liability

Bodily Injury and Property Damage coverage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

- The policy must be endorsed to include the City of Phoenix as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, relating to this Contract.
- City of Phoenix is an additional insured to the full limits of liability purchased by the Contractor.
- The Contractor's insurance coverage must be primary and non-contributory with respect to any insurance or self-insurance carried by the City.

7.5. Worker's Compensation and Employers' Liability

Workers' Compensation Statutory

Employers' Liability:

Each Accident \$100,000

Disease – Each Employee \$100,000

Disease – Policy Limit \$500,000

- Policy must contain a waiver of subrogation against the City of Phoenix.
- This requirement does not apply when a contractor or subcontractor is exempt under A.R.S. §23-902(E), **AND** when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

7.6. Notice of Cancellation

For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to the City, within 5 business days of receipt, a notice if a policy is suspended, voided or cancelled for any reason. Such notice must be mailed, emailed, or hand delivered to City of Phoenix Water Services Division , 200 W. Washington Street, 9 Floor, Phoenix AZ, 85003 or wsdprocurement@phoenix.gov.

7.7. Acceptability of Insurers

Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The City in no way warrants that the required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

7.8. Subcontractors

Contractor's certificates shall include all subcontractors as additional insureds under its policies **OR** Contractor shall be responsible for ensuring and verifying that all subcontractors have valid and collectable insurance. At any time throughout the life of the contract, the City of Phoenix reserves the right to require proof from the Contractor that its subcontractors have insurance coverage. All subcontractors providing services included under this Contract's Scope of Services are subject to the insurance coverages identified above and must include the City of Phoenix as an additional insured. In certain circumstances, the Contractor may, on behalf of its subcontractors, waive a specific type of coverage or limit of liability where appropriate to the type of work being performed under the subcontract. Contractor assumes liability for all subcontractors with respect to this Contract.

7.9. Approval

Any modification or variation from the insurance coverages and conditions in this Contract must be documented by an executed contract amendment.

8. Submittals

8.1. Copies

Please submit one original, one (1) copy and one electronic copy (portable drive or CD) of the Submittal Section and all other required documentation. Please do not lock the electronic copy with password protection so that the City may digitally incorporate the successful offer into the awarded contract.

Please submit only the Submittal Section, do not submit a copy of the entire solicitation document. This Offer will remain in effect for a period of 180 calendar days from the opening date, and is irrevocable unless it is in the City's best interest to release offer(s).

8.2. Solicitation Response Check List

Use this check list as a tool to review your submission to ensure that all required documents and forms are included.

The written offer should be:

- Typewritten for ease of evaluation
- Signed by an authorized representative of the Offeror
- Submitted with contact information for the individual(s) authorized to negotiate with the City

8.2.1. Offeror's Proposal - A detailed proposal describing the firm or individual's qualifications and experience responsive to the requirements of the solicitation and evaluation criteria.

8.2.2. Pricing Proposal - A completed pricing proposal with all requested prices, quantities, and/or discounts completed.

8.2.3. Submittal Forms - All submittal forms are completed and signed.

8.2.4. Addenda - Signed copies of all published addenda.

Offers must be in possession of the Department on or prior to the exact time and date indicated in the Schedule of Events. Late offers will not be considered. Electronic submission is preferred. Due to file size limitations for electronic transmission, offers sent by email may need to be sent in parts with multiple emails. It is the responsibility of the Offeror to ensure that the offer is received timely and that there are no technical reasons for delay. Please refer to the Instructions Section for complete information regarding the submission of offers.

8.3. Additional Quantities

The City anticipates considerable activity under the resultant contract(s). However, no guarantee can be made as to actual amount of Construction Site Clean-up (Track out Services) that will be purchased under this contract. The City reserves the right to add, change or delete quantities or items as circumstances may require.

Note: Offers taking exception to this option for additional quantities clause shall indicate in their

offer.



EMERGENCY 24-HOUR SERVICE CONTACT

(please complete and return with the submittal)

Contact Name: _____

Telephone Number: _____

Alternate Contact: _____

Telephone Number: _____

CONFLICT OF INTEREST AND TRANSPARENCY FORM

(please complete, sign, and return with the submittal)

This form must be signed and submitted to the City and all questions must be answered (or N/A) or your Offer may be considered non-responsive.

1. Name of person submitting this disclosure form.

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First	MI	Last	Suffix
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2. Contract Information

Solicitation # or Name:

3. Name of individual(s) or entity(ies) seeking a contract with the City (i.e. parties to the Contract)

--

4. List any individuals(s) or entity(ies) that are owners, partners, parent, sublessees, joint venture, or subsidiaries of the individual or entity listed in Question 3. Please include all Board members, executive committee members and officers for each entry. If not applicable, indicate N/A.

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5. List any individuals or entities that will be subcontractors on this contract or indicate N/A.

- Subcontractors may be retained, but not known as of the time of this submission.
- List of subcontracts, including the name of the owner(s) and business name:

--

6. List any attorney, lobbyist, or consultant retained by any individuals listed in Questions 3, 4, or 5 to assist in the proposal or seeking the resulting contract. If none, indicate N/A.

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7. Disclosure of Conflict of Interest:**A. City Code Section 43-34**

Are you aware of any fact(s) with regard to this solicitation or resulting contract that would raise a “conflict of interest” issue under City Code Section 43-34?

“An elected City official or a City employee shall not represent any person or business for compensation before the City regarding any part of a procurement, including any resulting contract, if during the time the elected official is or was in office or the employee is or was employed by the City such elected official or employee played a material or significant role in the development of the solicitation, any other part of the procurement, or the contract award.”

- I am not aware of any conflict(s) of interest under City Code Section 43-34.
- I am aware of the following potential or actual conflict(s) of interest:

B. ARS Sections 38-501 et. Seq. & City Charter Chapter 11

State law and the Phoenix City Charter and Code prohibit public officers or employees, their close relatives, and any businesses they, or their relatives, own from (1) representing before the City any person or business for compensation, (2) doing business with the City by any means other than through a formal procurement, and (3) doing business with the City without disclosing that the person has an interest in the contract. This prohibition extends to subcontracts on City contracts and also applies to parent, subsidiary, or partner businesses owned by a public officer or employee. See A.R.S. Sections 38-501 through 38-511, for more information (City Charter, Chapter 11, applies the state conflict-of-interest law to City employees).

Please note that any contract in place at the time a person becomes a public officer or employee may remain in effect. But the contract may not be amended, extended, modified, or changed in any manner during the officer’s or employee’s city service without following city administrative regulations.

Are you aware of any fact(s) with regard to this contract that would raise a “conflict of interest” issue under A.R.S. Sections 38-501 through 38-511 (See Arizona Revised Statutes regarding conflict of interest at www.azleg.gov).

- I am not aware of any conflict(s) of interest under Arizona Revised Statutes Sections 38-501 through 38-511.
- I am aware of the following conflict(s) of interest:

8. Acknowledgements

A. Solicitation Transparency Policy – No Contact with City Officials or Staff During Evaluation

- I understand that a person or entity who seeks or applies for a city contract, or any other person acting on behalf of that person or entity, is prohibited from contacting city officials and employees regarding the contract after a solicitation has been posted.

- This “no-contact” provision only concludes when the contract is awarded at a City Council meeting. If contact is required with City official or employees, the contact will take place in accordance with procedures by the City. Violation of this prohibited contacts provision, set out in City Code Sections 2-190.4 and 43-36, by respondents, or their agents, will lead to **disqualification**.

B. Fraud Prevention and Reporting Policy

- I acknowledge that the City has a fraud prevention and reporting policy and takes fraud seriously. I will report fraud, suspicion of fraud, or any other inappropriate action to: telephone no. 602-261-8999 or 602-534-5500 (TDD); or aud.integrity.line@phoenix.gov.

The purpose of the fraud policy is to maintain the City's high ethical standards. The policy includes a way for our business partners to report wrongdoing or bad behavior. Suspected fraud should be reported immediately to the Phoenix Integrity Line. The City has adopted a zero-tolerance policy regarding fraud.

OATH

I affirm that the statements contained in this form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.
 Should any of the answers to the above questions change during the course of the contract, particularly as it relates to any changes in ownership, applicant agrees to update this form with the new information within 30 days of such changes. Failure to do so may be deemed a breach of contract.

PRINT NAME

TITLE

SIGNATURE

DATE

COMPANY (CORPORATION, LLC, ETC.) NAME and DBA

COSTS AND PAYMENTS

(please complete and return with the submittal)

PAYMENT TERMS & OPTIONS: Vendors must choose an option, if a box is not checked, the City **will default to 0% - net 45 days:**

Contractor offers a prompt payment discount of either _____ % - 30 days or 0% – 45 days - to apply after receipt of invoice or final acceptance of the products (invoice approval), whichever date is later, starts the 30 days. If no prompt payment discount is offered, the default is 0%, net 45 days; effective after receipt of invoice or final acceptance of the products, whichever is later. **Payment terms offering a discount will not be considered in the price evaluation of your offer.**

Contractor may be paid immediately upon invoice approval, if enrollment is made to the Single Use Account (SUA) Program, administered by the City's servicing bank ("Bank"). By checking this box, the vendor accepts transaction costs charged by their merchant bank and agrees not to transfer to the City those extra charges. The City will not pay an increase in our services for the SUA charges; if an audit uncovers an upcharge for the SUA charges the vendor will owe the City all costs. The vendor may opt-out of the SUA program once, but then may not rejoin during the same contract term. **For more information about the SUA program or to enroll, send email to mailbox.sua@phoenix.gov.**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER INELIGIBILITY
AND VOLUNTARY EXCLUSION**

(please sign and return with the submittal)

The prospective participant (Contractor for a federally funded project) certifies, by submission of this solicitation and certification, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. Where the prospective participant is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this solicitation.

THE PARTICIPANT (Contractor for a federally funded project), CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. 3801 ET SEQ. ARE APPLICABLE THERETO.

Authorized Official Name

Signature

Title of Authorized Official

Date

ACCEPTANCE OF OFFER

The Offer is hereby accepted.

The Contractor is now bound to sell the material(s) or service(s) listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc. and the Contractor's Offer as accepted by the City.

This contract shall henceforth be referred to as Contract No. _____. The Contractor has been cautioned not to commence any billable work or provide any material or service under this contract until Contractor receives purchase order, or contract documentation.

CITY OF PHOENIX

A Municipal Corporation
Jeffrey Barton, City Manager

Director or delegate: Troy Hayes
Title: Director
Department: Water Services

Attest:

_____ this ____ day of _____ 2024

City Clerk

Approved as to form this 19th day of January 2017. This document has been approved as to form by the City Attorney and is on file with the City Clerk. It need not be submitted to the City Attorney for approval unless the form document is altered.

CONTRACTOR LICENSING REQUIREMENTS

(please complete and return with the submittal)

Offeror shall comply with all statutes and rules of the State of Arizona and the Registrar of Contractors. In accordance with A.R.S. § 32-1151, and unless otherwise exempted by A.R.S. § 32-1121, Offeror shall have the correct class of license as required by the Registrar of Contractors for the work specified, at the time of offer submission.

Offeror certifies possession of the following license:

Licensed Contractor's Name _____

Class _____

License Number. _____

Expiration Date _____



City of Phoenix

PRICING PROPOSAL

Construction Site Clean-Up (Track out Services) IFB-2425-WDD-645)

Item No.	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Vacuum Truck	50	Hour	\$ -	\$ -
2	Sweeper	1,800	Hour	\$ -	\$ -
3	Manual Clean up (per hour/per person)	900	Per Hour/Per Person	\$ -	\$ -
4	Vactor Truck	2,700	Hour	\$ -	\$ -
5	High pressure washing tool	50	Hour	\$ -	\$ -
6	500 Gallon Water Wagon	1,800	Hour	\$ -	\$ -
7	Front end loader	1,000	Hour	\$ -	\$ -
8	Dump truck	1,000	Hour	\$ -	\$ -
9	Misc Items	-		\$ -	\$ -
				Total	\$ -



ATTACHMENT B - REFERENCES

1. OFFEROR'S NAME: _____

Instructions to Offeror: The Offeror is to provide three verifiable professional references. This two-page form should be provided to each reference, and the form must be returned to the Procurement Officer directly by the reference. Emphasis should be placed on providing references that can further demonstrate the Offeror's experience and ability to meet the requirements outlined in the Scope of Work.

Instructions for Reference: Please return the completed form (via email) to Procurement Officer Phillip Lair at Phillip.Lair@phoenix.gov. Please include the solicitation #, and the name of the offeror in the email subject line. This reference form must be received by the Procurement Officer no later than the solicitation deadline: **2:00 p.m. Phoenix local time on, September 5th, 2024.**

If you are unable or unwilling to complete the reference questionnaire, please notify the company that sent you this reference form as soon as possible so they may select another reference.

2. Information to be filled out by Offeror's Reference:

Company Name: _____

Contact Name: _____

Contact Email: _____

Contact Phone No.: _____

Contract No. (if applicable) _____

Contract Description: _____

Aggregate Spend of Contract	Begin Date:	End Date:
What goods/services did the vendor provide your organization?		
Contractor's Performance: <input type="checkbox"/> In Good Standing: <input type="checkbox"/> Not In Good Standing		

A person or organization in **good standing** is regarded as having complied with all their explicit obligations, while not being subject to any form of sanction, suspension or disciplinary censure.



3. Reference Questionnaire

- a. How would you rate the quality of the product delivered by the vendor?
 - There was one or more major consideration of the requirement(s) not addressed
 - Met the requirement(s) outlined in the contract
 - Fully addressed requirements; provided solutions or service beyond expectations.

- b. Did the vendor provide its services and deliverables in a timely manner?
 - No, almost always late
 - Fairly timely
 - Yes, on time or better

- c. How effectively did the vendor work with you and your project staff?
 - Less than expected
 - To the extent expected
 - More than expected

- d. How would you rate the vendor's responsiveness to questions and issues raised during the contract period?
 - Less than expected
 - To the extent expected
 - More than expected

- e. How does this vendor compare to other vendors you have used for a similar product?
 - Less than expected
 - To the extent expected
 - More than expected

Please provide any additional comments below:

Please print, sign, date and return the form to the Procurement Officer listed on the preceding page. The form may be signed with an electronic signature. If signed electronically, it must be signed from a verifiable source, such as Adobe Sign, DocuSign or a similar verifiable software program.

Signature

Date

Print Name

Title

**MARICOPA COUNTY
AIR POLLUTION CONTROL REGULATIONS
REGULATION III – CONTROL OF AIR CONTAMINANTS**

**RULE 310
FUGITIVE DUST FROM DUST-GENERATING OPERATIONS**

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Revised 07/06/93
Revised 09/20/94
Revised 06/16/99
Revised 02/16/00
Revised 04/07/04
Revised 03/26/08
Revised 01/27/10

**MARICOPA COUNTY
AIR POLLUTION CONTROL REGULATIONS
REGULATION III – CONTROL OF AIR CONTAMINANTS**

**RULE 310
FUGITIVE DUST FROM DUST-GENERATING OPERATIONS**

SECTION 100 – GENERAL

- 101 PURPOSE:** To limit particulate matter (PM₁₀) emissions into the ambient air from any property, operation or activity that may serve as a fugitive dust source. The effect of this rule shall be to minimize the amount of PM₁₀ entrained into the ambient air as a result of the impact of human activities by requiring measures to prevent, reduce, or mitigate particulate matter emissions.
- 102 APPLICABILITY:** The provisions of this rule shall apply to all dust-generating operations except for those dust-generating operations listed in Section 103 of this rule.
- 103 EXEMPTIONS:**
- 103.1** The provisions of this rule shall not apply to normal farm cultural practices according to Arizona Revised Statutes (A.R.S.) § 49-457 and A.R.S. § 49-504.4.
- 103.2** The provisions of this rule shall not apply to the following non-traditional sources of fugitive dust that are located at sources that do not require any permit under these rules. These non-traditional sources of fugitive dust are subject to the standards and/or requirements described in Rule 310.01: Fugitive Dust from Non-Traditional Sources of Fugitive Dust of these rules:
- a. Vehicle use in open areas and vacant lots.
 - b. Open areas and vacant lots.
 - c. Unpaved parking lots.
 - d. Unpaved roadways (including alleys).
 - e. Livestock activities.
 - f. Erosion-caused deposition of bulk materials onto paved surfaces.
 - g. Easements, rights-of-way, and access roads for utilities (transmission of electricity, natural gas, oil, water, and gas).

- 103.3 The provisions of this rule shall not apply to emergency activities that may disturb the soil conducted by any utility or government agency in order to prevent public injury or to restore critical utilities to functional status.
- 103.4 The provisions of this rule do not apply to the establishment of initial landscapes without the use of mechanized equipment, conducting landscape maintenance without the use of mechanized equipment, and playing on or maintaining a field used for non-motorized sports. However, establishing initial landscapes without the use of mechanized equipment and conducting landscape maintenance without the use of mechanized equipment shall not include grading, or trenching performed to establish initial landscapes or to redesign existing landscapes.
- 103.5 The provisions of this rule shall not apply to rooftop operations for cutting, drilling, grinding, or coring roofing tile when such activity is occurring on a pitched roof.

SECTION 200 – DEFINITIONS: For the purpose of this rule, the following definitions apply, in addition to those definitions found in Rule 100: General Provisions and Definitions of these rules. In the event of any inconsistency between any of the Maricopa County Air Pollution Control Rules, the definitions in this rule take precedence.

201 AREA A: As defined in A.R.S. § 49-541(1), the area in Maricopa County delineated as follows:

Township 8 North, Range 2 East and Range 3 East
 Township 7 North, Range 2 West through Range 5 East
 Township 6 North, Range 5 West through Range 6 East
 Township 5 North, Range 5 West through Range 7 East
 Township 4 North, Range 5 West through Range 8 East
 Township 3 North, Range 5 West through Range 8 East
 Township 2 North, Range 5 West through Range 8 East
 Township 1 North, Range 5 West through Range 7 East
 Township 1 South, Range 5 West through Range 7 East
 Township 2 South, Range 5 West through Range 7 East
 Township 3 South, Range 5 West through Range 1 East
 Township 4 South, Range 5 West through Range 1 East

202 AREA ACCESSIBLE TO THE PUBLIC: Any paved parking lot or paved roadway that can be entered or used for public travel primarily for purposes unrelated to the dust-generating operation.

203 BULK MATERIAL: Any material, including, but not limited to, the following materials that are capable of producing fugitive dust:

203.1 Earth.

203.2 Rock.

203.3 Silt.

203.4 Sediment.

203.5 Sand.

- 203.6 Gravel.
- 203.7 Soil.
- 203.8 Fill.
- 203.9 Aggregate less than 2 inches in length or diameter (i.e., aggregate base course [ABC]).
- 203.10 Dirt.
- 203.11 Mud.
- 203.12 Demolition debris.
- 203.13 Cotton.
- 203.14 Trash.
- 203.15 Cinders.
- 203.16 Pumice.
- 203.17 Sawdust.
- 203.18 Feeds.
- 203.19 Grains.
- 203.20 Fertilizers.
- 203.21 Fluff from shredders.
- 203.22 Dry concrete.

204 BULK MATERIAL HANDLING, STORAGE, AND/OR TRANSPORTING OPERATION: The use of equipment, haul trucks, and/or motor vehicles, including, but not limited to, for the following activities that are capable of producing fugitive dust:

- 204.1 Loading.
- 204.2 Unloading.
- 204.3 Conveying.
- 204.4 Transporting.
- 204.5 Piling.
- 204.6 Stacking.
- 204.7 Screening.
- 204.8 Grading.
- 204.9 Moving bulk materials.

205 CONTROL MEASURE: A technique, practice, or procedure used to prevent or minimize the generation, emission, entrainment, suspension, and/or airborne transport of fugitive dust. Control measures include, but are not limited to:

- 205.1 Curbing;

- 205.2 Paving;
 - 205.3 Pre-watering;
 - 205.4 Applying dust suppressants;
 - 205.5 Physically stabilizing with vegetation, gravel, recrushed/recycled asphalt or other forms of physical stabilization;
 - 205.6 Limiting, restricting, phasing and/or rerouting motor vehicle access;
 - 205.7 Reducing vehicle speeds and/or number of vehicle trips;
 - 205.8 Limiting use of off-road vehicles on open areas and vacant lots;
 - 205.9 Utilizing work practices and/or structural provisions to prevent wind and water erosion onto areas accessible to the public;
 - 205.10 Appropriately using dust control implements;
 - 205.11 Installing one or more grizzlies, gravel pads, and/or wash down pads adjacent to the entrance of an area accessible to the public to control carry-out and trackout;
 - 205.12 Keeping open-bodied haul trucks in good repair, so that spillage may not occur from beds, sidewalls, and tailgates; and
 - 205.13 Covering the cargo beds of haul trucks to minimize wind-blown dust emissions and spillage.
- 206 **DISTURBED SURFACE AREA:** A portion of the earth's surface or material placed on the earth's surface that has been physically moved, uncovered, destabilized, or otherwise modified from its undisturbed native condition if the potential for the emission of fugitive dust is increased by the movement, destabilization, or modification.
- 207 **DUST CONTROL IMPLEMENT:** A tool, machine, equipment, accessory, structure, enclosure, cover, material or supply, including an adequate readily available supply of water and its associated distribution/delivery system, used to control fugitive dust emissions.
- 208 **DUST CONTROL PLAN:** A written plan describing all control measures to be implemented and maintained in order to prevent or minimize the generation, emission, entrainment, suspension, and/or airborne transport of fugitive dust.
- 209 **DUST-GENERATING OPERATION:** Any activity capable of generating fugitive dust, including, but not limited to, the following activities:
- 209.1 Land clearing, maintenance, and land clean-up using mechanized equipment.
 - 209.2 Earthmoving.
 - 209.3 Weed abatement by discing or blading.
 - 209.4 Excavating.
 - 209.5 Construction.
 - 209.6 Demolition.

- 209.7 Bulk material handling (e.g., bulk material hauling and/or transporting, bulk material stacking, loading, and unloading operations).
 - 209.8 Storage and/or transporting operations (e.g., open storage piles).
 - 209.9 Operation of any outdoor equipment.
 - 209.10 Operation of motorized machinery.
 - 209.11 Establishing and/or using staging areas, parking areas, material storage areas, or access routes to and from a site.
 - 209.12 Establishing and/or using unpaved haul/access roads to, from, and within a site.
 - 209.13 Disturbed surface areas associated with a site.
 - 209.14 Installing initial landscapes using mechanized equipment.
- 210 **DUST SUPPRESSANT:** Water, hygroscopic material, solution of water and chemical surfactant, foam, non-toxic chemical stabilizer or any other dust palliative, which is not prohibited for ground surface application by the U.S. Environmental Protection Agency (EPA) or the Arizona Department of Environmental Quality (ADEQ) or any applicable law, rule, or regulation, as a treatment material for reducing fugitive dust emissions.
- 211 **EARTHMOVING OPERATION:** The use of any equipment for an activity that may generate fugitive dust, such as but not limited to, the following activities:
- 211.1 Cutting and filling.
 - 211.2 Grading.
 - 211.3 Leveling.
 - 211.4 Excavating.
 - 211.5 Trenching.
 - 211.6 Loading or unloading of bulk materials.
 - 211.7 Demolishing.
 - 211.8 Blasting.
 - 211.9 Drilling.
 - 211.10 Adding bulk materials to or removing bulk materials from open storage piles.
 - 211.11 Back filling.
 - 211.12 Soil mulching.
 - 211.13 Landfill operations.
 - 211.14 Weed abatement by discing or blading.
- 212 **EMERGENCY:** A situation arising from sudden and reasonably unforeseeable events beyond the control of the source, including acts of God, which situation requires immediate corrective action to restore normal operation, and that causes the source to exceed a limitation in this rule, due to unavoidable increases in emissions attributable to the emergency. An emergency shall not include any noncompliance due to improperly designed

equipment, lack of preventative maintenance, careless or improper operation, or operator error.

- 213 EMERGENCY ACTIVITY:** Repairs that are a result of an emergency which prevents or hinders the provision of electricity, the distribution/collection of water, and the availability of other utilities due to unforeseen circumstances that are beyond the routine maintenance and repair due to normal wear conducted by a utility or municipality.
- 214 END OF WORKDAY:** The end of a working period that may include one or more work shifts. If working 24 hours a day, the end of a working period shall be considered no later than 8 pm.
- 215 FREEBOARD:** The vertical distance between the top edge of a cargo container area and the highest point at which the bulk material contacts the sides, front, and back of a cargo container area.
- 216 FUGITIVE DUST:** The particulate matter not collected by a capture system, that is entrained in the ambient air, and is caused from human and/or natural activities, such as, but not limited to, the movement of soil, vehicles, equipment, blasting, and wind. For the purpose of this rule, fugitive dust does not include particulate matter emitted directly from the exhaust of motor vehicles and other internal combustion engines, from portable brazing, soldering, or welding equipment, and from piledrivers, and does not include emissions from process and combustion sources that are subject to other rules in Regulation III (Control of Air Contaminants) of these rules.
- 217 GRAVEL PAD:** A layer of washed gravel, rock, or crushed rock that is at least one inch or larger in diameter, that is maintained at the point of intersection of an area accessible to the public and a work site exit to dislodge mud, dirt, and/or debris from the tires of motor vehicles and/or haul trucks, prior to leaving the work site. Minimum dimensions must be 30 feet wide by 3 inches deep and 50 feet long, or the length of the longest haul truck, whichever is greater. If an unpaved surface exit does not have adequate width to install a 30-foot wide gravel pad, then the width of the gravel pad must cover the full width of the unpaved surface exit and such shorter width must be adequate to prevent trackout.
- 218 GRIZZLY:** A device (i.e., rails, pipes, or grates) used to dislodge mud, dirt, and/or debris from the tires and undercarriage of motor vehicles and/or haul trucks prior to leaving the work site.
- 219 HAUL TRUCK:** Any fully or partially open-bodied self-propelled vehicle including any non-motorized attachments, such as, but not limited to, trailers or other conveyances that are connected to or propelled by the actual motorized portion of the vehicle used for transporting bulk materials.
- 220 MOTOR VEHICLE:** A self-propelled vehicle for use on the public roads and highways of the State of Arizona and required to be registered under the Arizona State Uniform Motor Vehicle Act, including any non-motorized attachments, such as but not limited to, trailers or other conveyances which are connected to or propelled by the actual motorized portion of the vehicle.

- 221 **NORMAL FARM CULTURAL PRACTICE:** All activities by the owner, lessee, agent, independent contractor, and/or supplier conducted on any facility for the production of crops and/or nursery plants. Disturbances of the field surface caused by turning under stalks, tilling, leveling, planting, fertilizing, or harvesting are included in this definition.
- 222 **OFF-ROAD VEHICLE:** Any self-propelled conveyance specifically designed for off-road use, including, but not limited to, off-road or all-terrain equipment, trucks, cars, motorcycles, motorbikes, or motorbuggies.
- 223 **OPEN STORAGE PILE:** Any accumulation of bulk material with a 5% or greater silt content that has a total surface area of 150 square feet or more and that at any one point attains a height of three feet. Silt content shall be assumed to be 5% or greater unless a person can show, by testing in accordance with ASTM Method C136-06 or other equivalent method approved in writing by the Control Officer and the Administrator, that the silt content is less than 5%.
- 224 **OWNER AND/OR OPERATOR:** The person including, but not limited to, the property owner, lessee, developer, responsible official, Dust Control permit applicant (who may also be the responsible party contracting to do the work), general contractor, prime contractor, supervisor, management company, or any person who owns, leases, operates, controls, or supervises a dust-generating operation subject to the requirements of this rule.
- 225 **PAVE:** To apply and maintain asphalt, concrete, or other similar material to a roadway surface (i.e., asphaltic concrete, concrete pavement, chip seal, or rubberized asphalt).
- 226 **PROPERTY LINE:** The boundaries of an area in which either a person causing the emission or a person allowing the emission has the legal use or possession of the property. Where such property is divided into one or more sub-tenancies, the property line(s) shall refer to the boundaries dividing the areas of all sub-tenancies.
- 227 **ROUTINE:** Any dust-generating operation which occurs more than 4 times per year or lasts 30 cumulative days or more per year.
- 228 **SILT:** Any aggregate material with a particle size less than 75 micrometers in diameter, which passes through a No. 200 sieve.
- 229 **TRACKOUT/CARRYOUT:** Any and all bulk materials that adhere to and agglomerate on the surfaces of motor vehicles, haul trucks, and/or equipment (including tires) and that have fallen or been deposited onto an area accessible to the public.
- 230 **TRACKOUT CONTROL DEVICE:** A gravel pad, grizzly, wheel wash system, or a paved area, located at the point of intersection of an unpaved area and an area accessible to the public that controls or prevents vehicular trackout.
- 231 **UNPAVED HAUL/ACCESS ROAD:** Any on-site unpaved road used by commercial, industrial, institutional, and/or governmental traffic.
- 232 **UNPAVED PARKING LOT:** Any area that is not paved and that is designated for parking in the Dust Control Plan or that is used for parking, maneuvering, material handling,

or storing motor vehicles and equipment. An unpaved parking lot includes, but is not limited to, automobile impound yards, wrecking yards, automobile dismantling yards, salvage yards, material handling yards, and storage yards. For the purpose of this rule, maneuvering shall not include military maneuvers or exercises conducted on federal facilities.

- 233 UNPAVED ROAD:** Any road or equipment path that is not paved. For the purpose of this rule, an unpaved road is not a horse trail, hiking path, bicycle path, or other similar path used exclusively for purposes other than travel by motor vehicles.
- 234 WIND-BLOWN DUST:** Visible emissions, from any disturbed surface area, that are generated by wind action alone.
- 235 WORK SITE:** Any property upon which any dust-generating operations occur.

SECTION 300 – STANDARDS

301 GENERAL REQUIREMENTS FOR DUST-GENERATING OPERATIONS:

- 301.1** Any person engaged in a dust-generating operation subject to this rule shall be subject to the standards and/or requirements of this rule before, after, and while conducting such dust-generating operation, including during weekends, after work hours, and on holidays.
- 301.2** For the purpose of this rule, any control measure that is implemented must achieve the applicable standard(s) described in this rule, as determined by the corresponding test method(s), as applicable, and must achieve other applicable standard(s) set forth in this rule.
- 301.3** Control measures are described in Section 305 of this rule. Regardless of whether a dust-generating operation is in compliance with an approved Dust Control Plan or there is no approved Dust Control Plan, the owner and/or operator of a dust-generating operation shall be subject to all requirements of this rule at all times.
- 301.4** Failure to comply with the provisions of this rule, as applicable, and/or of an approved Dust Control Plan, shall constitute a violation.

302 PERMIT REQUIREMENTS FOR DUST-GENERATING OPERATIONS:

- 302.1** No person shall commence construction of, operate, or make a modification to any dust-generating operation when such dust-generating operations disturb a total surface area of 0.10 acre (4,356 square feet) or more without first obtaining a permit or permit revision from the Control Officer.
- 302.2** No person shall commence construction of, operate, or make a modification to any dust-generating operation that disturbs a total surface area of less than 0.10 acre (4,356 square feet) under common control that are either contiguous or separated only by a public or private roadway and that cumulatively equal or exceed 0.10 acre in area without first obtaining a permit or permit revision from the Control Officer.
- 302.3** No person shall commence any routine dust-generating operation that disturbs a surface area of 0.10 acre or greater at a site that has obtained or must obtain a Title

V, Non-Title V, or General permit under Regulation II (Permits and Fees) of these rules without first submitting to the Control Officer a Dust Control Plan.

- 302.4** The property owner, lessee, developer, responsible official, Dust Control permit applicant (who may also be the responsible party contracting to do the work), general contractor, prime contractor, supervisor, management company, or any person who owns, leases, operates, controls, or supervises a dust-generating operation subject to the requirements of this rule shall be responsible for obtaining a permit or permit revision from the Control Officer.
- 302.5** All permit applications shall be filed in the manner and form prescribed by the Control Officer, which includes, but is not limited to, the requirements of Section 400 of this rule. The application shall contain all the information necessary to enable the Control Officer to make the determination to grant or to deny a permit or permit revision, which shall contain such terms and conditions as the Control Officer deems necessary to assure a source's compliance with the requirements of this rule.
- 302.6** The issuance of any permit or permit revision shall not relieve any person subject to the requirements of this rule from compliance with any Federal laws, Arizona laws, or these rules.
- 302.7** Any other law, regulation or permit shall not relieve any person from obtaining a permit or permit revision required under this rule.

303 **VISIBLE EMISSIONS REQUIREMENTS FOR DUST-GENERATING OPERATIONS:**

- 303.1 Dust-Generating Operation Visible Emissions Requirement:** The owner and/or operator of a dust-generating operation shall not allow visible fugitive dust emissions to exceed the limits listed in either one of the following:
- a. The owner and/or operator of a dust-generating operation shall not cause or allow visible fugitive dust emissions to exceed 20% opacity.
 - b. The owner and/or operator of a dust-generating operation shall not cause or allow visible emissions of particulate matter, including fugitive dust, beyond the property line within which the emissions are generated. Visible emissions shall be determined by a standard of no visible emissions exceeding 30 seconds in duration in any six-minute period as determined by using EPA Reference Method 22.

303.2 Exemptions from Dust-Generating Operation Visible Emissions Requirement:

- a. If wind conditions cause fugitive dust emissions to exceed the visible emissions requirements in Section 303.1(a) of this rule, despite implementation of the Dust Control Plan, an owner and/or operator shall:
 - (1) Ensure that all control measures and requirements of the Dust Control Plan are implemented and the subject violations cannot be prevented by better application, operation, or maintenance of these measures and requirements.

(2) Cease dust-generating operations and stabilize any disturbed surface area consistent with Section 304.3 of this rule.

(3) Compile records consistent with Sections 502 and 503 of this rule and document control measure and other Dust Control Plan requirement implementation.

b. Emergency Maintenance of Flood Control Channels and Water Retention Basins: The visible emissions limits described in Section 303.1 of this rule shall not apply to emergency maintenance of flood control channels and water retention basins, provided that control measures are implemented.

c. Vehicle Test and Development Facilities and Operations: The visible emissions limit described in Section 303.1(a) of this rule shall not apply to vehicle test and development facilities and operations when dust is required to test and validate design integrity, product quality, and/or commercial acceptance, if such testing is not feasible within enclosed facilities. However, all areas used to test and validate design integrity, product quality, and/or commercial acceptance shall be stabilized after such testing, in compliance with Appendix C (Fugitive Dust Test Methods) of these rules. All areas not used to test and validate design integrity, product quality, and/or commercial acceptance shall be stabilized, in compliance with Appendix C (Fugitive Dust Test Methods) of these rules. In addition, vehicle test and development facilities may require a Dust Control permit in accordance with Section 302 of this rule.

d. Activities Near the Property Line: The opacity limit described in Section 303.1(b) of this rule shall not apply to dust-generating operations conducted within 25 feet of the property line.

e. Ceasing Operations at a Solid Waste Management Facility: The requirement in Section 303.2(a)(2) of this rule to cease dust-generating operations if wind conditions cause fugitive dust emissions to exceed the visible emissions requirements in Section 303.1(a) of this rule shall not apply to daily compaction and covering of refuse if ceasing operations violates Arizona Department of Environmental Quality solid waste management rules or causes or threatens to cause a public health hazard or nuisance. However, the owner and/or operator must comply with all other provisions in Section 303.2(a) of this rule.

304 STABILIZATION REQUIREMENTS FOR DUST-GENERATING OPERATIONS:

304.1 Unpaved Parking Lot: The owner and/or operator of any unpaved parking lot shall not allow visible fugitive dust emissions to exceed 20% opacity and shall not allow silt loading equal to or greater than 0.33 oz/ft². However, if silt loading is equal to or greater than 0.33 oz/ft², then the owner and/or operator shall not allow the silt content to exceed 8%.

304.2 Unpaved Haul/Access Road:

a. The owner and/or operator of any unpaved haul/access road (whether at a work site that is under construction or at a work site that is temporarily or permanently inactive) shall not allow visible fugitive dust emissions to exceed 20% opacity and

shall not allow silt loading equal to or greater than 0.33 oz/ft². However, if silt loading is equal to or greater than 0.33 oz/ft², then the owner and/or operator shall not allow the silt content to exceed 6%.

- b. The owner and/or operator of any unpaved haul/access road (whether at a work site that is under construction or a work site that is temporarily or permanently inactive) shall, as an alternative to meeting the stabilization requirements for an unpaved haul/access road in Section 304.2(a) of this rule, limit vehicle trips to no more than 20 per day per road and limit vehicle speeds to no more than 15 miles per hour. If complying with this section of this rule, the owner and/or operator must include, in a Dust Control Plan, the maximum number of vehicle trips on the unpaved haul/access roads each day (including number of employee vehicles, earthmoving equipment, haul trucks, and water trucks) and a description of how vehicle speeds will be restricted to no more than 15 miles per hour.

304.3 Disturbed Surface Area: The owner and/or operator of any disturbed surface area on which no activity is occurring (whether at a work site that is under construction or a work site that is temporarily or permanently inactive) shall meet at least one of the standards described in Sections 304.3(a) through 304.3(g) below, as applicable. Should such a disturbed surface area contain more than one type of stabilization characteristic, such as soil, vegetation, or other characteristic, which is visibly distinguishable, then the owner and/or operator shall test each representative surface separately for stability, in an area that represents a random portion of the overall disturbed conditions of the site, in accordance with the appropriate test methods described in Section 501.2(c) of this rule and in Appendix C (Fugitive Dust Test Methods) of these rules. The owner and/or operator of such disturbed surface area on which no activity is occurring shall be considered in violation of this rule if the area is not maintained in a manner that meets at least one of the standards listed below, as applicable. An area is considered to be a disturbed surface area until the activity that caused the disturbance has been completed and the disturbed surface area meets the standards described in this section of this rule.

- a. Maintain a soil crust;
- b. Maintain a threshold friction velocity (TFV) for disturbed surface areas corrected for non-erodible elements of 100 cm/second or higher;
- c. Maintain a flat vegetative cover (i.e., attached [rooted] vegetation or unattached vegetative debris lying on the surface with a predominant horizontal orientation that is not subject to movement by wind) that is equal to at least 50%;
- d. Maintain a standing vegetative cover (i.e., vegetation that is attached [rooted] with a predominant vertical orientation) that is equal to or greater than 30%;
- e. Maintain a standing vegetative cover (i.e., vegetation that is attached [rooted] with a predominant vertical orientation) that is equal to or greater than 10% and where the threshold friction velocity is equal to or greater than 43 cm/second when corrected for non-erodible elements;
- f. Maintain a percent cover that is equal to or greater than 10% for non-erodible elements; or

- g. Comply with a standard of an alternative test method, upon obtaining the written approval from the Control Officer and the Administrator.

304.4 Vehicle Test and Development Facilities and Operations: No stabilization requirement shall apply to vehicle test and development facilities and operations when dust is required to test and validate design integrity, product quality, and/or commercial acceptance, if such testing is not feasible within enclosed facilities. However, all areas used to test and validate design integrity, product quality, and/or commercial acceptance shall be stabilized after such testing, in compliance with Appendix C (Fugitive Dust Test Methods) of these rules. All areas not used to test and validate design integrity, product quality, and/or commercial acceptance shall be stabilized, in compliance with Appendix C (Fugitive Dust Test Methods) of these rules. In addition, vehicle test and development facilities may require a Dust Control permit in accordance with Section 302 of this rule.

305 CONTROL MEASURES FOR DUST-GENERATING OPERATIONS: When engaged in a dust-generating operation, the owner and/or operator shall install, maintain, and use control measures, as applicable. Control measures for specific dust-generating operations are described in Sections 305.1 through 305.12 of this rule. The owner and/or operator of a dust-generating operation shall implement control measures before, after, and while conducting dust-generating operations, including during weekends, after work hours, and on holidays. At least one primary control measure and one contingency control measure must be identified in the Dust Control Plan for all dust-generating sources.

305.1 Off-Site Hauling onto Areas Accessible to the Public: The owner and/or operator of a dust-generating operation that involves off-site hauling shall implement the following control measures:

- a. When cargo compartment is loaded:
 - (1) Load all haul trucks such that the freeboard is not less than three inches;
 - (2) Load all haul trucks such that at no time shall the highest point of the bulk material be higher than the sides, front, and back of a cargo container area;
 - (3) Prevent spillage or loss of bulk material from holes or other openings in the cargo compartment's floor, sides, and/or tailgate(s); and
 - (4) Cover the cargo compartment with a tarp or other suitable closure.
- b. When cargo compartment is empty:
 - (1) Clean the interior of the cargo compartment; or
 - (2) Cover the cargo compartment with a tarp or other suitable closure.
- c. When off-site hauling, install, maintain, and use a suitable trackout control device that controls and prevents trackout and/or removes particulate matter from tires and the exterior surfaces of haul trucks and/or motor vehicles that traverse the site.

305.2 Bulk Material Hauling/Transporting When On-Site Hauling/Transporting Within the Boundaries of the Work Site but not Crossing an Area Accessible to the Public: The owner and/or operator of a dust-generating operation that

involves bulk material hauling/transporting when on-site hauling/transporting within the boundaries of the work site but not crossing an area accessible to the public shall implement one of the following control measures:

- a. Limit vehicle speed to 15 miles per hour or less while traveling on the work site;
- b. Apply water to the top of the load; or
- c. Cover haul trucks with a tarp or other suitable closure.

305.3 Bulk Material Hauling/Transporting When On-Site Hauling/Transporting Within the Boundaries of the Work Site and Crossing and/or Accessing an Area Accessible to the Public: The owner and/or operator of a dust-generating operation that involves bulk material hauling/transporting when on-site hauling/transporting within the boundaries of the work site and crossing and/or accessing an area accessible to the public shall implement all of the following control measures:

- a. Load all haul trucks such that the freeboard is not less than three inches;
- b. Load all haul trucks such that at no time shall the highest point of the bulk material be higher than the sides, front, and back of a cargo container area;
- c. Prevent spillage or loss of bulk material from holes or other openings in the cargo compartment's floor, sides, and/or tailgate(s); and
- d. When crossing and/or accessing an area accessible to the public, install, maintain, and use a suitable trackout control device that controls and prevents trackout and/or removes particulate matter from tires and the exterior surfaces of haul trucks and/or motor vehicles that traverse the site.

305.4 Bulk Material Stacking, Loading, and Unloading Operations: The owner and/or operator of a dust-generating operation that involves bulk material stacking, loading, and unloading operations shall implement the following control measures:

- a. Prior to stacking, loading, and unloading:
 - (1) Mix material with water; or
 - (2) Mix material with a dust suppressant other than water.
- b. While stacking, loading, and unloading:
 - (1) Apply water; or
 - (2) Apply a dust suppressant other than water.

305.5 Open Storage Piles: The owner and/or operator of a dust-generating operation that involves an open storage pile shall implement one of the following control measures, as applicable, when not conducting stacking, loading, and unloading operations:

- a. Cover all open storage piles with a tarp, plastic, or other material to prevent wind from removing the covering(s) such that the covering(s) will not be dislodged by wind; or
- b. Apply water to maintain a soil moisture content at a minimum of 12%, as determined by ASTM Method D2216-05 or other equivalent methods approved by the Control Officer and the Administrator. For areas that have an optimum

moisture content for compaction of less than 12%, as determined by ASTM Method D1557-02e1 or other equivalent methods approved by the Control Officer and the Administrator, maintain at least 70% of the optimum soil moisture content; or

- c. Maintain a visible crust; or
- d. Implement the control measure described in Section 305.5(b) or in Section 305.5(c) of this rule and construct and maintain wind barriers, storage silos, or a three-sided enclosure with walls, whose length is no less than equal to the length of the pile, whose distance from the pile is no more than twice the height of the pile, whose height is equal to the pile height, and whose porosity is no more than 50%.

305.6 Unpaved Staging Areas, Unpaved Parking Areas, and Unpaved Material Storage Areas: The owner and/or operator of a dust-generating operation that involves unpaved staging areas, unpaved parking areas, and unpaved material storage areas shall implement one or more of the following control measures:

- a. Apply water so that the surface is visibly moist;
- b. Pave;
- c. Apply and maintain gravel, recycled asphalt, or other suitable material;
- d. Apply and maintain a suitable dust suppressant other than water; or
- e. Limit vehicle trips to no more than 20 per day per road and limit vehicle speeds to no more than 15 miles per hour. If complying with this section, the owner and/or operator shall provide to the Control Officer the maximum number of vehicle trips on the staging areas, parking areas, and/or material storage areas each day (including number of employee vehicles, earthmoving equipment, haul trucks, and water trucks) and a description of how vehicle speeds will be restricted to no more than 15 miles per hour.

305.7 Unpaved Haul/Access Roads: The owner and/or operator of a dust-generating operation that involves unpaved haul/access roads shall implement one or more of the following control measures:

- a. Apply water so that the surface is visibly moist;
- b. Pave;
- c. Apply and maintain gravel, recycled asphalt, or other suitable material;
- d. Apply and maintain a suitable dust suppressant other than water; or
- e. Limit vehicle trips to no more than 20 per day per road and limit vehicle speeds to no more than 15 miles per hour. If complying with this section of this rule, the owner and/or operator shall provide to the Control Officer the maximum number of vehicle trips on the unpaved haul/access roads each day (including number of employee vehicles, earthmoving equipment, haul trucks, and water trucks) and a description of how vehicle speeds will be restricted to no more than 15 miles per hour.

- 305.8 Weed Abatement by Discing or Blading:** The owner and/or operator of a dust-generating operation that involves weed abatement by discing or blading shall comply with all of the following control measures:
- a. Before weed abatement by discing or blading occurs, apply water;
 - b. While weed abatement by discing or blading is occurring, apply water; and
 - c. After weed abatement by discing or blading occurs, pave, apply gravel, apply water, apply a suitable dust suppressant other than water, or establish vegetative ground cover.
- 305.9 Blasting Operations:** The owner and/or operator of a dust-generating operation that involves blasting operations shall pre-water and maintain surface soils in a stabilized condition where support equipment and vehicles will operate.
- 305.10 Demolition Activities:** The owner and/or operator of a dust-generating operation that involves demolition activities shall implement all of the following control measures:
- a. Apply water to demolition debris immediately following demolition activity; and
 - b. Apply water to all disturbed soils surfaces to establish a visible crust and to prevent wind erosion.
- 305.11 Disturbed Surface Areas:** The owner and/or operator of a dust-generating operation that involves disturbed surface areas shall implement the following control measures, as applicable:
- a. Before disturbed surface areas are created, implement one of the following control measures:
 - (1) Pre-water site to depth of cuts, allowing time for penetration; or
 - (2) Phase work to reduce the amount of disturbed surface areas at any one time.
 - b. While disturbed surface areas are being created, implement one of the following control measures:
 - (1) Apply water or other suitable dust suppressant other than water to keep the soil visibly moist throughout the process;
 - (2) Apply water to maintain a soil moisture content at a minimum of 12%, as determined by ASTM Method D2216-05 or other equivalent method as approved by the Control Officer and the Administrator. For areas that have an optimum moisture content for compaction of less than 12%, as determined by ASTM Method D1557-02e1 or other equivalent method approved by the Control Officer and the Administrator, maintain at least 70% of the optimum soil moisture content; or
 - (3) Implement control measure described in Section 305.11(b)(1) or Section 305.11(b)(2) of this rule and construct fences or three-foot to five-foot high wind barriers with 50% or less porosity adjacent to roadways or urban areas to reduce the amount of wind-blown material leaving a site.

- c. When the dust-generating operation is finished for a period of 30 days or longer: For longer than temporary pauses that occur during a dust-generating operation, the owner and/or operator shall implement one or more of the following control measures within ten days following the completion of such dust-generating operation:
 - (1) Pave, apply gravel, or apply a suitable dust suppressant other than water;
 - (2) Establish vegetative ground cover;
 - (3) Implement control measures described in Section 305.11(c)(1) or Section 305.11(c)(2) of this rule and restrict vehicle access to the area;
 - (4) Apply water and prevent access by fences, ditches, vegetation, berms, or other suitable barrier or means sufficient to prevent trespass as approved by the Control Officer; or
 - (5) Restore area such that the vegetative ground cover and soil characteristics are similar to adjacent or nearby undisturbed native conditions.

305.12 Easements, Rights-of-Way, and Access Roads for Utilities (Transmission of Electricity, Natural Gas, Oil, Water, and Gas) Associated with Sources that Have a Non-Title V Permit, a Title V Permit, and/or a General Permit Under These Rules: The owner and/or operator of a dust-generating operation that involves an easement, right-of-way, and access road for utilities (transmission of electricity, natural gas, oil, water, and gas) associated with sources that have a Title V permit, a Non-Title V permit, and/or a General permit under these rules shall implement at least one of the following control measures:

- a. Inside Area A, limit vehicle speed to 15 miles per hour or less and vehicle trips to no more than 20 per day per road;
- b. Outside Area A, limit vehicle trips to no more than 20 per day per road; or
- c. Implement control measures described in Section 305.7 of this rule.

306 TRACKOUT, CARRY-OUT, SPILLAGE, AND/OR EROSION: The owner and/or operator of a dust-generating operation shall prevent and control trackout, carry-out, spillage, and/or erosion.

306.1 Trackout Control Device:

- a. **Criterion for Trackout Control Device:** Install, maintain and use a suitable trackout control device that prevents and controls trackout and/or removes particulate matter from tires and the exterior surfaces of haul trucks and/or motor vehicles that traverse the site at all exits onto areas accessible to the public from both of the following:
 - (1) All work sites with a disturbed surface area of two acres or larger, and
 - (2) All work sites where 100 cubic yards of bulk materials are hauled on-site and/or off-site per day.

- b. **Control Measures:** For those work sites identified in Section 306.1(a) of this rule, prevent trackout, carry-out, spillage, and/or erosion by implementing one of the following control measures:
 - (1) At all exits onto areas accessible to the public, install a wheel wash system;
 - (2) At all exits onto areas accessible to the public, install a gravel pad to comply with Section 217 of this rule;
 - (3) At all exits onto areas accessible to the public, install a grizzly or rumble grate that consists of raised dividers (rails, pipes, or grates) a minimum of three inches tall, six inches apart, and 20 feet long, to allow a vibration to be produced such that dust is shaken off the wheels of a vehicle as the entire circumference of each wheel of the vehicle passes over the grizzly or rumble grate; or
 - (4) Pave starting from the point of intersection with an area accessible to the public and extending for a centerline distance of at least 100 feet and a width of at least 20 feet.

306.2 Clean Up of Trackout:

- a. **Criterion for Clean Up of Trackout:** Clean up, trackout, carry-out, spillage, and/or erosion from areas accessible to the public including curbs, gutters, and sidewalks, on the following time-schedule:

- (1) Immediately, when trackout, carry-out, or spillage extends a cumulative distance of 25 linear feet or more; and
- (2) At the end of the workday, for all other trackout, carry-out, spillage, and/or erosion.

- b. **Control Measures:**

- (1) Operate a street sweeper or wet broom with sufficient water, or including but not limited to kick broom, steel bristle broom, Teflon broom, vacuum, at the speed recommended by the manufacturer and at the frequency(ies) described in this section of this rule; or
- (2) Manually sweep up deposits to comply with this section of this rule.

307 SOIL MOISTURE: If water is the chosen control measure in an approved Dust Control Plan, the owner and/or operator of a dust-generating operation shall operate a water application system on-site (e.g., water truck, water hose) while conducting any earthmoving operations on disturbed surface areas 1 acre or larger, unless a visible crust is maintained or the soil is sufficiently damp to prevent loose grains of soil from becoming dislodged.

308 PROJECT INFORMATION SIGN FOR DUST-GENERATING OPERATIONS: For all sites with a Dust Control permit that are five acres or larger, except for routine maintenance and repair done under a Dust Control Block permit, the owner and/or operator shall erect and maintain a project information sign at the main entrance such that members of the public can easily view and read the sign at all times. Such sign shall have a white background, have black block lettering that is at least four inches high, and shall contain at least all of the following information:

- 308.1 Project name and permittee's name;
- 308.2 Current Dust Control permit number;
- 308.3 Name and local phone number of person(s) responsible for dust control matters;
- 308.4 Text stating: "Dust complaints? Call Maricopa County Air Quality Department – (Insert the accurate Maricopa County Air Quality Department complaint line telephone number)."

309 DUST CONTROL TRAINING CLASSES FOR DUST-GENERATING OPERATIONS:

309.1 Basic Dust Control Training Class:

- a. At least once every three years, the persons specified in Section 309.1(b) or Section 309.1(c) of this rule shall successfully complete a Basic Dust Control Training Class conducted or approved by the Control Officer.
- b. The following persons present at a site that is subject to a permit issued by the Control Officer requiring control of PM₁₀ emissions from dust-generating operations shall complete a Basic Dust Control Training Class as specified in Section 309.1(a) of this rule:
 - (1) Water truck drivers.
 - (2) Water-pull drivers.
 - (3) The site superintendent or other designated on-site representative of the permit holder, if present at a site that has more than one acre of disturbed surface area.
- c. A Dust Control Block Permit permittee/holder shall have, at a minimum, one individual trained in accordance with the Basic Dust Control Training Class as specified in Section 309.1(a) of this rule, if present at a site that has more than one acre of disturbed surface area.
- d. All persons having successfully completed training during the 2006 and 2007 calendar years shall be deemed to have satisfied the requirement to successfully complete the Basic Dust Control Training Class, if the training that was completed was conducted or approved by the Control Officer. Completion of the Comprehensive Dust Control Training Class, as required in Section 309.2 of this rule, shall satisfy the requirement of this section of this rule.
- e. The Control Officer may suspend or revoke for cause including, but not limited to, inappropriate ethical activities or conduct associated with the dust control program or repeated failure to follow the training requirements, a certification issued to a person having successfully completed a Basic Dust Control Training Class conducted or approved by the Control Officer. The Control Officer will provide written notification to such person regarding such suspension or revocation.

309.2 Comprehensive Dust Control Training Class:

- a. At least once every three years, the Dust Control Coordinator, who meets the requirements of Section 310 of this rule, shall successfully complete the Comprehensive Dust Control Training Class conducted or approved by the Control Officer.
- b. All persons having successfully completed training during the 2006 and 2007 calendar years shall be deemed to have satisfied the requirement to successfully complete the Comprehensive Dust Control Training Class, if the training that was completed was conducted or approved by the Control Officer.
- c. The Control Officer may suspend or revoke for cause including, but not limited to, inappropriate ethical activities or conduct associated with the dust control program or repeated failure to follow the training requirements, a certification issued to a person having successfully completed a Comprehensive Dust Control Training Class conducted or approved by the Control Officer. The Control Officer will provide written notification to such person regarding such suspension or revocation.

310 DUST CONTROL COORDINATOR FOR DUST-GENERATING OPERATIONS:

- 310.1** The permittee for any site of five acres or more of disturbed surface area subject to a permit issued by the Control Officer requiring control of PM₁₀ emissions from dust-generating operations shall have on-site at least one Dust Control Coordinator trained in accordance with Section 309.2 of this rule at all times during primary dust-generating operations related to the purposes for which the Dust Control permit was obtained.
- 310.2** The Dust Control Coordinator shall have full authority to ensure that dust control measures are implemented on-site, including conducting inspections, deployment of dust suppression resources, and modifications or shut-down of activities as needed to control dust.
- 310.3** The Dust Control Coordinator shall be responsible for managing dust prevention and dust control on the site.
- 310.4** At least once every three years, the Dust Control Coordinator shall successfully complete a Comprehensive Dust Control Training Class conducted or approved by the Control Officer.
- 310.5** The Dust Control Coordinator shall have a valid dust training certification identification card readily accessible on-site while acting as a Dust Control Coordinator.
- 310.6** The requirement for a Dust Control Coordinator shall lapse when all of the following actions/events/procedures occur:
 - a. The area of disturbed surface area becomes less than five acres;
 - b. The previously disturbed surface areas have been stabilized in accordance with/in compliance with the standards and/or requirements of this rule; and
 - c. The Dust Control permit holder provides notice to the Control Officer of acreage stabilization.

- 310.7** The Dust Control Block Permit permittee/holder shall have on sites that have more than one acre of disturbed surface area at least one individual, who has been trained in accordance with the requirements of Section 309.1(c) of this rule. One such individual shall be designated by the Dust Control Block Permit permittee/holder as the Dust Control Coordinator. The Dust Control Coordinator shall be present on-site at all times during primary dust-generating activities that are related to the purposes for which the permit was obtained.

SECTION 400 – ADMINISTRATIVE REQUIREMENTS

401 DUST CONTROL PERMIT REQUIREMENTS:

- 401.1** To apply for a Dust Control permit, an applicant shall complete a permit application in the manner and form prescribed by the Control Officer. At a minimum, such application shall contain the following information:
- a.** Applicant information;
 - b.** Project information, which shall include a project site drawing and, if the site is one acre or larger, soil designations; and
 - c.** Dust Control Plan, which shall meet the specifications described in Section 402 of this rule.
- 401.2** A Dust Control permit shall be granted subject to, but not limited to, the following conditions:
- a.** The permittee shall be responsible for ensuring that all persons abide by the conditions of the Dust Control permit and these regulations;
 - b.** The permittee shall be responsible for supplying complete copies of the Dust Control permit including the Dust Control Plan, to all project contractors and subcontractors;
 - c.** The permittee shall be responsible for all permit conditions, until a Permit Cancellation Request form has been submitted by the owner and/or operator and approved by the Control Officer;
 - d.** The permittee shall be responsible for providing Dust Control Coordinator's/ Coordinators' name(s) and dust control training certification information/ number(s) to the Control Officer and for keeping such information updated.
- 401.3** The signature of the permittee on the Dust Control permit application shall constitute agreement to accept responsibility for meeting the conditions of the Dust Control permit and for ensuring that control measures are implemented throughout the project site and during the duration of the project.

402 DUST CONTROL PLAN REQUIREMENTS:

- 402.1** The owner and/or operator of a dust-generating operation shall submit to the Control Officer a Dust Control Plan with any permit applications that involve dust-generating operations with a disturbed surface area that equals or exceeds 0.10 acre (4,356 square feet) including both of the following situations:

- a. When submitting an application for a Dust Control permit involving dust-generating operations that would equal or exceed 0.10 acre (4,356 square feet), and
 - b. Before commencing any routine dust-generating operation at a site that has obtained or must obtain a Title V, Non-Title V, or General permit under Regulation II (Permits and Fees) of these rules.
- 402.2** The owner and/or operator of a dust-generating operation shall submit to the Control Officer a Dust Control Plan with any application for a Dust Control permit. Applicants shall describe, in a Dust Control Plan, all control measures to be implemented before, after, and while conducting any dust-generating operation, including during weekends, after work hours, and on holidays.
- 402.3** A Dust Control Plan shall, at a minimum, contain all of the following information:
- a. Name(s), address(es), and phone numbers of person(s) responsible for the submittal and implementation of the Dust Control Plan and responsible for the dust-generating operation.
 - b. A drawing, on 8½” x 11” paper, that shows:
 - (1) Entire project site/facility boundaries, including boundaries of areas to be disturbed if less than entire project site/facility boundaries,
 - (2) Acres to be disturbed with linear dimensions or certification by a licensed engineer or surveyor showing the total square footage to be disturbed,
 - (3) Nearest public roads,
 - (4) North arrow,
 - (5) Planned exit locations onto areas accessible to the public, and
 - (6) Unpaved parking lot(s).
 - c. Appropriate control measures, or a combination thereof, as described in Sections 305 and 306 of this rule, for every actual and potential dust-generating operation.
 - (1) Control measures must be implemented before, after, and while conducting any dust-generating operation, including during weekends, after work hours, and on holidays.
 - (2) All required control measures and at least one contingency control measure must be identified for all dust-generating operations.
 - (3) A control measure that is not listed in Section 305 or in Section 306 of this rule may be chosen provided that such control measure is implemented to comply with the requirements of this rule.
 - (4) If complying with Section 305.7(e) of this rule, the Dust Control Plan must include the maximum number of vehicle trips on the unpaved haul/access roads each day (including number of employee vehicles, earthmoving equipment, haul trucks, and water trucks).
 - d. Dust suppressants to be applied, including all of the following product specifications or label instructions for approved usage:

- (1) Method, frequency, and intensity of application;
 - (2) Type, number, and capacity of application equipment; and
 - (3) Information on environmental impacts and approvals or certifications related to appropriate and safe use for ground application.
- e. Specific surface treatment(s) and/or control measures utilized to control material trackout and sedimentation where unpaved roads and/or access points join areas accessible to the public.
- 402.4** The Control Officer shall approve, disapprove, or conditionally approve the Dust Control Plan, in accordance with the criteria used to approve, disapprove or conditionally approve a permit, as described in Rule 200: Permit Requirements of these rules.
- 402.5** For construction projects one acre or larger, except for routine maintenance and repair done under a Dust Control Block Permit, a statement disclosing which of the four designated texture(s) of soil described in Appendix F of these rules is naturally present at or will be imported to the dust-generating operation. The measured soil content at a particular site shall take precedence over any mapped soil types, and whenever soils have been tested at a particular site, the test results should be relied on rather than the map in Appendix F of these rules.
- 402.6** Should any primary control measure(s) prove ineffective, the owner and/or operator shall immediately implement the contingency control measure(s). If the identified contingency control measure is effective to comply with all of the requirements of this rule, the owner and/or operator need not revise the Dust Control Plan.

403 DUST CONTROL PLAN REVISIONS:

403.1 If Required by the Control Officer:

- a. If the Control Officer determines that an approved Dust Control Plan has been followed, yet fugitive dust emissions from any dust-generating operation still exceed the standards of this rule, then the Control Officer shall issue a written notice to the owner and/or operator of the dust-generating operation explaining such determination.
- b. The owner and/or operator of a dust-generating operation shall make written revisions to the Dust Control Plan and shall submit such revised Dust Control Plan to the Control Officer within three working days of receipt of the Control Officer's written notice, unless such time period is extended by the Control Officer, upon request, for good cause. During the time that such owner and/or operator is preparing revisions to the approved Dust Control Plan, such owner and/or operator must still comply with all requirements of this rule.

403.2 If Requested by the Permittee:

- a. If the acreage of a project changes, the owner and/or operator shall request a Dust Control Plan revision. Such Dust Control Plan revision shall be filed in the manner and form prescribed by the Control Officer.

- b. If the permit holder changes, the owner and/or operator shall request a Dust Control Plan revision. Such Dust Control Plan revision shall be filed in the manner and form prescribed by the Control Officer.
- c. If the name(s), address(es), or phone numbers of person(s) responsible for the submittal and implementation of the Dust Control Plan and responsible for the dust-generating operation change, the owner and/or operator shall request a Dust Control Plan revision. Such Dust Control Plan revision shall be filed in the manner and form prescribed by the Control Officer.
- d. If the activities related to the purposes for which the Dust Control permit was obtained change, the owner and/or operator shall request a Dust Control Plan revision. Such Dust Control Plan revision shall be filed in the manner and form prescribed by the Control Officer.

403.3 If Rule 310 is Revised:

- a. If any changes to a Dust Control Plan are necessary as a result of the most recent revisions of this rule, such changes to the Dust Control Plan shall not be required until the associated Dust Control permit is required to be renewed.
- b. If any changes to a Dust Control Plan associated with a Title V permit or with a Non-Title V permit are necessary as a result of the most recent revisions of this rule, then the owner and/or operator shall submit a revised Dust Control Plan to the Control Officer, according to the minor permit revision procedures described in Rule 210 or in Rule 220 of these rules respectively, no later than six months after the effective date of the most recent revisions to this rule.

404 DUST CONTROL BLOCK PERMIT REQUIREMENTS:

404.1 A Dust Control Block Permit application may be submitted to the Control Officer, if one or more of the activities listed in this section of this rule are conducted and if such activities occur at more than one site (i.e., projects that involve multiple small areas scattered throughout Maricopa County including, but not limited to, fiber optic cable installation and natural gas line extension). New construction shall obtain a separate Dust Control permit.

- a. Routine operation (i.e., municipalities, governmental agencies, and utilities that are responsible for the repeat maintenance of infrastructure including, but not limited to, weed control around a prison, canal bank and road grading, and road shoulder grading).
- b. Maintenance (i.e., municipalities, governmental agencies, and utilities that are responsible for the repeat maintenance of infrastructure including, but not limited to, weed control around a prison, canal bank and road grading, and road shoulder grading).
- c. Expansion or extension of utilities, paved roads, unpaved roads, road shoulders, alleys, and public rights-of-way at non-contiguous sites by municipalities, governmental agencies, and utilities.

404.2 When completing and submitting a Dust Control Block Permit application, the owner and/or operator shall comply with the following requirements:

- a. A Dust Control Plan that meets the criteria described in Section 402 of this rule and applies to all sites shall be submitted to the Control Officer with the Dust Control Block Permit application.
- b. A description or map of the owner's and/or operator's service areas and a list of all sites that are 0.10 acre (4,356 square feet) or greater, including the location and size of each site, shall be submitted to the Control Officer with the Dust Control Block Permit application.
- c. For any project that is 0.10 acre (4,356 square feet) or greater and not listed in the Dust Control Block Permit application, the applicant shall notify the Control Officer in writing at least three working days prior to commencing the dust-generating operation. The notice shall include the site location, size, type of activity, and start date.

404.3 The Dust Control Block Permit will cover crews that work for the municipalities, governmental agencies, and utilities, including subcontractors. However, municipalities, governmental agencies, and utilities shall retain overall authority for dust control on the project.

405 APPROVAL OR DENIAL OF PERMIT APPLICATIONS FOR DUST-GENERATING OPERATIONS: The Control Officer shall take final action on a Dust Control permit application, a Dust Control permit revision, or a Dust Control Block Permit within 14 calendar days of the filing of the complete application. The Control Officer shall notify the applicant in writing of his approval or denial.

406 TERMS FOR PERMITS FOR DUST-GENERATING OPERATIONS: A Dust Control permit issued according to this rule shall be issued for a period of one year from the date of issuance. Should the project last longer than one year from the date the permit was issued, the permittee shall re-apply for a Dust Control Permit at least 14 calendar days prior to the expiration date of the original permit. For the purpose of this section, a permit is considered expired, if a permit renewal is not applied for at least 14 calendar days prior to the expiration date of the original permit.

407 DEFACING, ALTERING, FORGING, COUNTERFEITING, OR FALSIFYING PERMITS FOR DUST-GENERATING OPERATIONS: A person shall not willfully deface, alter, forge, counterfeit, or falsify any Dust Control permit issued under the provisions of this rule.

408 FEES FOR PERMITS FOR DUST-GENERATING OPERATIONS: No Dust Control permit is valid until the applicable Dust Control permit fee has been received and until the Dust Control permit is issued by the Control Officer.

409 POSTING OF PERMITS FOR DUST-GENERATING OPERATIONS: A Dust Control permit and a Dust Control Plan, as approved by the Control Officer, shall be posted in a conspicuous location at the work site, within on-site equipment, or in an on-site vehicle, or shall otherwise be kept available on-site at all times.

410 COMPLIANCE SCHEDULE: The newly amended provisions of this rule become effective upon adoption of this rule. An owner and/or operator of a dust-generating

operation subject to this rule shall meet all applicable provisions of this rule upon adoption of the newly amended provisions of this rule and according to the following schedule:

- 410.1 Basic Dust Control Training Class:** No later than December 31, 2008, a site superintendent or other designated on-site representative of the permit holder and water truck and water pull drivers for each site shall have successfully completed the Basic Dust Control Training Class, as described in Section 309.1 of this rule.
- 410.2 Dust Control Coordinator:** No later than June 30, 2008, any site and/or any contiguous site under common control of five acres or more of disturbed surface area subject to a permit shall, at all times during primary dust-generating operations related to the purposes for which the Dust Control permit was obtained, have on-site at least one individual designated by the permit holder as a Dust Control Coordinator, as described in Section 310 of this rule.

SECTION 500 – MONITORING AND RECORDS

501 COMPLIANCE DETERMINATION: To determine compliance with the visible emissions requirements in Section 303 of this rule and with the stabilization requirements in Section 304 of this rule, the following test methods shall be followed:

501.1 Opacity Observations:

- a. **Dust-Generating Operations:** Opacity observations of dust-generating operations shall be conducted in accordance with Appendix C, Section 3 (Visual Opacity Determination of Emissions from Dust-Generating Operations) of these rules.
- b. **Unpaved Parking Lot:** Opacity observations of any unpaved parking lot shall be conducted in accordance with Appendix C, Section 2.1 (Test Methods for Stabilization for Unpaved Roads and Unpaved Parking Lots) of these rules.
- c. **Unpaved Haul/Access Road:** Opacity observations of any unpaved haul/access road (whether at a work site that is under construction or at a work site that is temporarily or permanently inactive) shall be conducted in accordance with Appendix C, Section 2.1 (Test Methods for Stabilization for Unpaved Roads and Unpaved Parking Lots) of these rules.
- d. **Visible Emissions Beyond the Property Line:** Opacity observations of any visible emissions beyond the property line shall be conducted in accordance with EPA Reference Method 22.

501.2 Stabilization Observations:

- a. **Unpaved Parking Lot:** Stabilization observations for unpaved parking lots shall be conducted in accordance with Appendix C, Section 2.1 (Test Methods for Stabilization for Unpaved Roads and Unpaved Parking Lots) of these rules. When more than one test method is permitted for a determination, an exceedance of the limits established in this rule determined by any of the applicable test methods shall constitute a violation of this rule.
- b. **Unpaved Haul/Access Road:** Stabilization observations for unpaved haul/access roads (whether at a work site that is under construction or at a work site

that is temporarily or permanently inactive) shall be conducted in accordance with Appendix C, Section 2.1 (Test Methods for Stabilization for Unpaved Roads and Unpaved Parking Lots) of these rules. When more than one test method is permitted for a determination, an exceedance of the limits established in this rule determined by any of the applicable test methods shall constitute a violation of this rule.

- c. Disturbed Surface Area:** Stabilization observations for any disturbed surface area on which no activity is occurring (whether at a work site that is under construction, at a work site that is temporarily or permanently inactive) shall be conducted in accordance with at least one of the techniques described in Section 501.2(c)(1) through Section 501.2(c)(7) below, as applicable. The owner and/or operator of such inactive disturbed surface area shall be considered in violation of this rule if such inactive disturbed surface area is not maintained in a manner that meets at least one of the standards described in Section 304.3 of this rule, as applicable.
- (1) Appendix C, Section 2.3 (Test Methods for Stabilization: Soil Crust Determination: the Drop Ball Test) of these rules for a soil crust; or
 - (2) Appendix C, Section 2.4 (Test Methods for Stabilization: Determination of Threshold Friction Velocity [TFV]: Sieving Field Procedure) of these rules for threshold friction velocity (TFV) corrected for non-erodible elements of 100 cm/second or higher; or
 - (3) Appendix C, Section 2.5 (Test Methods for Stabilization: Determination of Flat Vegetative Cover) of these rules for flat vegetation cover (i.e., attached [rooted] vegetation or unattached vegetative debris lying on the surface with a predominant horizontal orientation that is not subject to movement by wind) that is equal to at least 50%; or
 - (4) Appendix C, Section 2.6 (Test Methods for Stabilization: Determination of Standing Vegetative Cover) of these rules for standing vegetation cover (i.e., vegetation that is attached [rooted] with a predominant vertical orientation) that is equal to or greater than 30%; or
 - (5) Appendix C, Section 2.6 (Test Methods for Stabilization: Determination of Standing Vegetative Cover) of these rules for standing vegetation cover (i.e., vegetation that is attached [rooted] with a predominant vertical orientation) that is equal to or greater than 10% and where the threshold friction velocity is equal to or greater than 43 cm/second when corrected for non-erodible elements; or
 - (6) Appendix C, Section 2.7 (Test Methods for Stabilization: Rock Test Method) of these rules for a percent cover that is equal to or greater than 10%, for non-erodible elements; or
 - (7) An alternative and equivalent test method approved in writing by the Control Officer and the Administrator.

502 RECORDKEEPING:

- 502.1** Any person who conducts dust-generating operations that require a Dust Control Plan shall keep a written record of self-inspection on each day dust-generating operations are conducted. Self-inspection records shall include daily inspections for crusted or damp soil, trackout conditions and clean-up measures, daily water usage for dust control measures, and dust suppressant application. Such written record shall also include the following information:
- a. Method, frequency, and intensity of application or implementation of the control measures;
 - b. Method, frequency, and amount of water application to the site;
 - c. Street sweeping frequency;
 - d. Types of surface treatments applied to and maintenance of trackout control devices, gravel pads, fences, wind barriers, and tarps;
 - e. Types and results of test methods conducted;
 - f. If contingency control measures are implemented, actual application or implementation of contingency control measures and why contingency control measures were implemented;
 - g. List of subcontractors' names and registration numbers updated when changes are made; and
 - h. Names of employee(s) who successfully completed dust control training class(es) required by Section 309 of this rule, date of the class(es) that such employee(s) successfully completed, and name of the agency/representative who conducted such class(es).
- 502.2** Any person who conducts dust-generating operations that do not require a Dust Control Plan shall compile and retain records (including records on any street sweeping, water applications, and maintenance of trackout control devices, gravel pads, fences, wind barriers, and tarps) that provide evidence of control measure application, by indicating the type of treatment or control measure, extent of coverage, and date applied.
- 502.3** Upon verbal or written request by the Control Officer, the log or the records and supporting documentation shall be provided as soon as possible but no later than 48 hours, excluding weekends. If the Control Officer is at the site where requested records are kept, records shall be provided without delay.

503 RECORDS RETENTION: Any person who conducts dust-generating operations that require a Dust Control Plan shall retain copies of approved Dust Control Plans, control measures implementation records, and all supporting documentation for at least six months following the termination of the dust-generating operation and for at least two years from the date such records were initiated. If a person has obtained a Title V Permit and is subject to the requirements of this rule, then such person shall retain records required by this rule for at least five years from the date such records are established.

504 TEST METHODS INCORPORATED BY REFERENCE: The test methods listed in this section are incorporated by reference. These incorporations by reference include no

future editions or amendments. Copies of the test methods listed in this section are available for review at the Maricopa County Air Quality Department.

- 504.1** ASTM Method C136-06 (“Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates”), 2006 edition.
- 504.2** ASTM Method D2216-05 (“Standard Test Method for Laboratory Determination of Water [Moisture] Content of Soil and Rock by Mass”), 2005 edition.
- 504.3** ASTM Method D1557-02e1 (“Test Method for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft³ (2,700 kN-m/m³))), 2002 edition.
- 504.4** EPA Reference Method 22 (“Visual Determination of Fugitive Emissions from Material Sources and Smoke Emissions from Flares”), 2000 edition.