



City of Phoenix

REQUEST FOR PROPOSAL - GOODS AND SERVICES  
RFP-24-0432  
STREET RIGHT-OF-WAY LANDSCAPE MAINTENANCE

City of Phoenix  
Finance Central Procurement  
251 W. Washington St.  
8th Floor  
Phoenix, AZ  
85003

RELEASE DATE: February 4, 2025  
DEADLINE FOR QUESTIONS: February 28, 2025  
RESPONSE DEADLINE: March 12, 2025, 2:00 pm

City of Phoenix  
REQUEST FOR PROPOSAL - GOODS AND SERVICES  
RFP-24-0432  
Street Right-of-Way Landscape Maintenance

1. Introduction .....	3
2. Instructions.....	6
3. Scope of Work.....	16
4. Evaluation Process.....	67
5. Standard Terms and Conditions .....	69
6. Special Terms and Conditions.....	83
7. Defense and Indemnification .....	98
8. Insurance Requirements .....	100
9. Submittals .....	103

Attachments:

Exhibits:

List of Exhibit Documents

- Exhibit 1, Freeway Landscape (2 pages)
- Exhibit 2, Street Landscape (5 pages)
- Exhibit 3, Water Conveyance Channels
- Exhibit 4, Multiuse Pathways and Trails (2 pages)
- Exhibit 5, Retention Basins (5 pages)
- Exhibit 6, Dams and Levees (14 pages)
- Exhibit 7, COP OEP Western Burrowing Owl Flyer (1 page)
- Exhibit 8, ANSI 300- Pruning Standards (16 pages)
- Exhibit 9, COP - TREE PLANTING – SINGLE (1 page)

Submittals:

- Submittals - Costs and Payments rev 2-2023
- Pricing Proposal RFP-24-0432
- Submittals - 24 Hour Emergency Contact rev 2-2023.
- Submittals - Place of Business rev 2-2023
- Submittals - Contractor Licensing Requirements rev 2-2023
- Submittals - References rev 2-2023
- Submittals - Financial Responsibility Questionnaire Rev
- Submittals - Conflict of Interest and Transparency rev 2-2023
- Submittals - Offer Page rev 3-2023

## 1. Introduction

### 1.1. Summary

The City is soliciting landscape Contractor(s) for large-scale street Right-of-Way (ROW) landscape maintenance services for the Street Transportation Department. The Contractor(s) will be performing routine, non-routine, and emergency landscape maintenance services for approximately 4,000 acres of City of Phoenix and Arizona Department of Transportation (ADOT) street right-of-way including: frontages, overpasses, roadways, medians, pedestrian walkways, access roads, embankments, multi-use pathways, retention basins, washes, dams and levees.

### 1.2. Background

A street ROW refers to the roadway and the parcel of land that runs alongside it. This parcel of land is owned by the City of Phoenix and provides space for maintenance, drainage, public utilities, sidewalks, bike lanes and more. The Street Transportation Department is responsible for the maintenance and upkeep of this land which may be developed or undeveloped. The maintenance program is managed by the department's horticulturist, and the work is done by City staff and contracted landscaping maintenance Vendors.

Routine maintenance includes but is not limited to site inspection to identify safety issues such as ROW obstructions and ground hazards, weed control, debris and litter pick-up, tree and shrub pruning, irrigation system assessment and repair, graffiti removal, and waste disposal.

The City is requiring its landscape to be maintained according to the Arizona Landscape Contractors Association's Sustainable Landscape Management practices when possible and practical.

These maintenance services are currently being performed by vendors under a City Engineer's Office contract procured under Title 34 of Arizona Revised Statutes. This is the first time this service is being procured as a Goods and Services contract per Phoenix City Code, Chapter 43: Procurement.

### 1.3. Contact Information

**William Langbehn**

Finance Procurement Officer

251 W. Washington St.

8th Floor

Phoenix, AZ 85003

Email: [william.langbehn@phoenix.gov](mailto:william.langbehn@phoenix.gov)

Phone: [\(602\) 495-7237](tel:(602)495-7237)

**Department:**

Finance Central Procurement

### 1.4. Timeline

**Schedule of Events**

The City reserves the right to change dates, times, and locations, as necessary. All times are Phoenix local time. 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 (William Langbehn) at (602) 495-7237/Voice or 711/TTY, or [william.langbehn@phoenix.gov](mailto:william.langbehn@phoenix.gov), no later than two (2) weeks prior to the meeting.

<p><b>Solicitation Issue Date</b></p>	<p>February 4, 2025</p>
<p><b>Pre-Offer Conference (Non-Mandatory)</b></p>	<p>February 13, 2025, 2:00pm</p> <p>The Pre-Offer Conference will be held over WebEx. Please use the following link:</p> <p><b>Join from the meeting link</b></p> <p><a href="https://cityofphoenix.webex.com/cityofphoenix/j.php?MTID=mcb1158e38d91fb4f25c6421a6aed57fc">https://cityofphoenix.webex.com/cityofphoenix/j.php?MTID=mcb1158e38d91fb4f25c6421a6aed57fc</a> [cityofphoenix.webex.com]</p> <p><b>Join by meeting number</b></p> <p>Meeting number (access code): 2868 460 3707</p> <p>Meeting password: QZxx4nwk8J5</p> <p><b>Tap to join from a mobile device (attendees only)</b></p> <p><a href="tel:+1-415-655-0001">+1-415-655-0001</a>.,28684603707## US Toll</p> <p><b>Join by phone</b></p> <p>+1-415-655-0001 US Toll</p> <p><a href="#">Global call-in numbers</a> [cityofphoenix.webex.com]</p> <p><b>Join from a video system or application</b></p> <p>Dial <a href="tel:28684603707">28684603707@cityofphoenix.webex.com</a></p> <p>You can also dial 173.243.2.68 and enter your meeting number.</p> <p>Need help? Go to <a href="https://help.webex.com">https://help.webex.com</a> [help.webex.com]</p>
<p><b>Written Inquiries Due Date</b></p>	<p>February 28, 2025, 2:00pm</p>

<b>Offer Due Date</b>	March 12, 2025, 2:00pm Offers must be submitted electronically by email to <a href="mailto:procurement@phoenix.gov">procurement@phoenix.gov</a>
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## 2. Instructions

### 2.1. Description – Statement of Need

The City of Phoenix invites sealed offers for street right-of-way landscape maintenance services for a five-year contract commencing on or about July 1, 2025, 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.

This solicitation is available through Arizona Relay Service 7-1-1. Please call TTY 800-367-8939 for assistance.

Notwithstanding the foregoing, this Agreement will terminate upon the earliest occurrence: by reaching the end of the term including any extensions exercised, or termination pursuant to the provisions of this Agreement.

### 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. Obtaining a Copy of the Solicitation and Addenda

Interested Offerors may download the complete solicitation and addenda from <https://solicitations.phoenix.gov/>. Any interested Offerors without internet access may obtain this solicitation by calling the Procurement Officer or picking up a copy during regular business hours at the City of Phoenix, Finance Department, Central Procurement Division, 251 W Washington Street, 8th Floor, Phoenix, AZ. It is the Offeror's responsibility to check the website, read the entire solicitation, and verify all required information is submitted with their Offer.

## 2.6. 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.

## 2.7. 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.

## 2.8. 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.

## 2.9. 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.

## 2.10. 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.

## 2.11. 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.

## 2.12. Submission of Offer

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. The prevailing clock will be the City Department's clock.

Offers must be submitted electronically by email to [procurement@phoenix.gov](mailto:procurement@phoenix.gov) and the following information should be noted in the email:

- A. Offeror's Name
- B. Offeror's Address (as shown on the Certification Page)
- C. Solicitation Number



- D. Solicitation Title
- E. Offer Opening Date
- F. Due to file size limitations for electronic transmission (for sending or receiving), 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 (including all parts if sent in multiple emails) is timely and to confirm that there are no technical reasons that any offer submitted electronically may be delayed. The date and time on the email(s) as received/stamped by the City's inbox will provide proof of submission and verification whether the Offer was received on or prior to the exact time and date indicated in the Schedule of Events.
- G. Any original documents (such as bonds, guaranties, powers of attorney), if required by the solicitation, must be separately delivered to and received by the City on or prior to the exact time and date indicated in the Schedule of Events, with a clear indication of the Offer for which it is attributed.

### 2.13. 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.

### 2.14. Offer Results

Offers will be opened on the offer due date, time and location indicated in the Schedule of Events, at which time the name of each Offeror, and the prices may be read. Offers and other information received in response to the solicitation will be shown only to authorized City personnel having a legitimate interest in them or persons assisting the City in the evaluation. Offers are not available for public inspection until after the City has posted the award recommendation on the City's website.

The City will post a preliminary offer tabulation on the City's website, <https://solicitations.phoenix.gov/Awards> within five business days of the offer opening. The City will post the information on the preliminary tabulation as it was read during the offer opening. The City makes no guarantee as to the accuracy of any information on the preliminary tabulation. Once the City has evaluated the offers, the City will post an award recommendation on the website. By signing and submitting its Offer, each Offeror agrees that this posting of the award recommendation to the City's website effectively serves as the Offeror's receipt of that notice of award recommendation. The City has no obligation to provide any further notification to unsuccessful Offerors.

### 2.15. Offer Evaluation Criteria

In accordance with the Administrative Regulation 3.10, Competitive Sealed Proposal awards shall be made to the responsive and responsible Offeror(s) whose Offer is determined in writing to be the most advantageous to the City based upon the evaluation criteria listed below.

The evaluation factors are listed in the relative order of importance and more details are provided in Scope of Work. The following evaluation criteria will be used to evaluate all Offers:

**Evaluation Criteria (maximum 1000 points)**

**Listed in relative order of importance**

Evaluation Criteria #1 - Qualifications and Experience	350 pts
Evaluation Criteria #2 - Method of Approach	250 pts
Evaluation Criteria #3 - Capacity	200 pts
Evaluation Criteria #4 - Price – Submittal Pricing Proposal RFP-24-0432	200 pts

**2.16. Pre-Award Qualifications**

Offeror must have been in operation a minimum of three years. The Offeror's normal business activity during the past three years will have been for providing the goods or services in this solicitation.

Upon notification of an intent to award, the Offeror will have fourteen calendar days to submit a complete certificate of insurance in the minimum amounts and the coverages as required in the Insurance Requirements of this agreement. Insurance requirements are non-negotiable.

**2.17. Certificates of Insurance**

Upon notification of a recommended award, the Offeror will have **14 calendar days** to submit a complete certificate of insurance in the minimum amounts and the coverages as required in the Insurance Requirements of this solicitation. Insurance requirements are non-negotiable.

**2.18. 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.

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

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. Demonstrated availability of the necessary manpower (both supervisory and operational personnel) and necessary equipment to accomplish the scope of work in the Solicitation; and,
3. Safety record; and,
4. Offeror history of complaints and termination for convenience or cause.

- B. 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.
- C. 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.

## 2.19. 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.

## 2.20. 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.

## 2.21. 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.

## 2.22. 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.

## 2.23. 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.

## 2.24. Performance Bond

A performance surety in the amount of \$1,000,000 of the total contract amount shall be provided by the Contractor immediately after notice of award. The City of Phoenix will not issue a written purchase order or give notice to proceed in any form until the surety is received by the Procurement Officer. The performance surety must be in the form of a bond, cashier's check, certified check or money order. Personal or company checks are not acceptable unless certified. If surety is in the form of a bond, the company issuing the surety must be authorized by the Insurance Department of Arizona to transact business in the State of Arizona or be named on the approved listing of non-admitted companies. A Certificate of Deposit (CD) issued by a local Phoenix bank may also be used as a form of surety provided that the CD is issued jointly in the name of the City of Phoenix and the Contractor, and that the Contractor endorses the CD over to the City at the beginning of the contract period. Interest earnings from the CD can be retained by the Contractor.

## 2.25. Contract Award

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 award multiple contracts.

## 2.26. Determining Responsiveness and Responsibility

Offers will be reviewed for documentation of minimum qualifications, 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 (as the case may be) will render an Offer nonresponsive.

Exceptions, conditions, reservations, or understandings are presumed to be unacceptable, and an Offer that includes unacceptable exceptions, conditions, reservations, or understandings may be rejected as nonresponsive. Alternatively, the City in its sole discretion may instruct in writing that any Offeror remove the conditions, exceptions, reservations or understandings. If the Offeror fails to do so in writing, the City may determine the Offer to be nonresponsive.

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

The Procurement Officer will review each Offer to determine if the Offeror is responsible. The City's determination as to whether an Offeror is responsible will be based on all information furnished by the Offeror, interviews (if any), and information received from Offeror's references, including information about Offeror's history, terminations for convenience or cause, contract breach lawsuits or notices of claim and any other sources the City deems appropriate. Award of the Contract resulting from the solicitation will not be made until any necessary investigation, which each Offeror agrees to permit by submitting its Offer, is made by the City as it deems necessary. A review of responsibility may occur up to contract award.

The Offeror's unreasonable failure to promptly supply information about an inquiry with respect to responsibility may be grounds for a determination of non-responsibility with respect to such Offeror.

## 2.27. Detailed Evaluation of Offers and Determination of Competitive Range

During deliberations, the Evaluation Panel will reach a consensus score for each evaluation criterion except price. The Procurement Officer will score the price, which will be added to the overall consensus score. The overall consensus scores will determine the Offerors' rankings and which offers are within the Competitive Range, when appropriate.

## 2.28. Offers Not Within the Competitive Range

The City may notify Offerors of Offers that the City determined are not in the Competitive Range.

## 2.29. Discussions with Offerors in the Competitive Range

The City will notify each Offeror whose Offer is in the Competitive Range or made the 'short list' and provide in writing any questions or requests for clarification to the Offeror. Each Offeror so notified may be interviewed by the City and asked to discuss answers to written or oral questions or provide clarifications to any facet of its Offer. The Offerors in the competitive range may be required to provide a demonstration of their product.

Demonstrations - Offerors in the competitive range may be invited to construct a hands-on sample or presentation of their solution at the City of Phoenix. In addition, each finalist may prepare and deliver a presentation of their proposed solution based on the script developed by the evaluation panel. The City may also require a hands-on lab demonstration designed specifically for the evaluation panel. The results of the surveys will be tabulated and delivered to the evaluation team for the final review and solution selection session(s).

If an Offer in the Competitive Range contains conditions, exceptions, reservations or understandings to or about any Contract or Solicitation Scope requirement, the City may discuss or negotiate the conditions, exceptions, reservations or understandings during these meetings. But the City in its sole discretion may reject any and all conditions, exceptions, reservations and understandings, and the City may instruct any Offeror to remove the conditions, exceptions, reservations or understandings. If the Offeror fails to do so, the City may determine the Offer is nonresponsive, and the City may revoke its determination that the Offer is in the Competitive Range.

To the fullest extent permitted by law, the City will not provide any information, financial or otherwise, to any Offeror about other Offers received in response to this solicitation. During discussions with Offerors in the Competitive Range, the City will not give Offerors specific prices or specific financial requirements that Offerors must meet to qualify for further consideration. The City may state that proposed prices are too high with respect to the marketplace or otherwise unacceptable. Offerors will not be told of their relative rankings before Contract award.

## 2.30. Best and Final Offers (BAFO)

A BAFO is an option available for negotiations. Each Offeror in the Competitive Range, which is determined in the City's sole discretion, may be afforded the opportunity to amend its Offer and make one BAFO.

If an Offeror's BAFO modifies its initial Offer, the modifications must be identified in the BAFO. The City will evaluate BAFOs based on the same requirements and criteria applicable to initial Offers. The City will adjust appropriately the initial scores for criteria that have been affected by offer modifications made by a BAFO. Based on the criteria defined in the solicitation as weighted, the City will then perform final scoring and prepare final rankings.

The Evaluation Panel will recommend the Offer that is the best value and most advantageous to the City based on the evaluation criteria.

The City reserves the right to make an award to an Offeror whose Offer is the highest rated, best value, and most advantageous to the City based on the evaluation criteria, without conducting written or oral discussions with any Offeror, without negotiations, and without soliciting BAFOs.

### **3. Scope of Work**

#### **3.1. TABLE OF CONTENTS**

This Scope of Work is organized as follows:

2. Scope of Work
3. Definitions
4. Contractor Warranties and Representations
5. General Specifications
6. Contractor Personnel and Supervision
7. Subcontractors
8. Communication
9. Work Hours
10. Schedules
11. Inspection, Approval, and Corrections
12. Response Times
13. Additions / Deletions
14. Routine Services (Landscape Maintenance Services)
15. Non-Routine Services (Additional/Ancillary Landscape Maintenance Services)
16. Waste Disposal
17. Safety
18. Pruning
19. Use of Chemicals
20. Irrigation Maintenance
21. Fertilization
22. Tree and Plant Removals and Replacements
23. Tree Staking
24. Site Drainage
25. Cactus and Succulent
26. Planters, Flowerbeds and Pots
27. Repairs



28. Decomposed Granite - Replacement and Installation
29. Hardscaping
30. Pricing and Payment
31. Contractor Responsibility and Damages
32. Equipment
33. Reporting
34. Locations
35. Seasonal Landscape Watering Guidelines

### 3.2. SCOPE OF WORK

The City of Phoenix is soliciting Contractor(s) for the performance of large-scale street ROW landscape maintenance services throughout the entire City. The Contractor will be performing routine, non-routine, and emergency landscape maintenance services for approximately 3,500 acres of City of Phoenix and ADOT street rights-of-way including: frontages, overpasses, roadways, medians, pedestrian walkways, access roads, embankments, multi-use pathways, retention basins, washes, dams and levees. (see PRICING PROPOSAL for locations and land sizes)

Contractor shall supply and maintain during the entire period of this contract all required labor, supplies, parts, chemicals, vehicles, tools, equipment, materials, transportation, incidentals, and disposal necessary and sufficient in quantity, operational condition, and capacity to provide landscape maintenance, weed control services, irrigation management, and repair services, as well as other specified services, in accordance with the terms, conditions and requirements contained in this contract.

The purpose of the Street ROW landscape maintenance is to maintain all aspects of the varying topography at each assigned location so that:

- A. Plants and trees are healthy and thriving.
- B. Water is not over or under used.
- C. The site is clean and free of plant debris, litter, graffiti, and weeds.
- D. The site is aesthetically pleasing
- E. Property hardscape, irrigation systems, and landscape elements function as designed.
- F. Observed safety issues are remedied.

In addition to providing routine landscape maintenance services at their assigned location(s), all Contractors shall provide non-routine and emergency services on an ad-hoc basis as needed. (See Section 3.15 NON-ROUTINE SERVICES and PRICING PROPOSAL)

### 3.3. DEFINITIONS

- A. Contract Representative - means City's specified contact, or his/her designee, for the site where the Work is being performed. This means there may be at least one Contract Representative for each site. The Contract Representative will audit billings, approve invoice payments, review, and approve schedules and schedule changes, and will be responsible for all performance issues relating to this contract. The Contract Representative may also be referred to as a Contract Manager or a Contract Monitor.
- B. Subcontractor - means any party holding a contract, express or implied, with Contractor delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of this Scope of Work.
- C. Routine Services - means routinely occurring Landscape Maintenance as described in this document. (see Subsection 3.14 ROUTINE SERVICES)
- D. Work - means the tasks and services generally described in this document or specifically requested by Contract Representatives, which include but are not limited to labor, materials, supplies, equipment, services.
- E. Site, Job Site, Location - The specific geographical parcel of land where Contractor will be performing Work. The assigned location site name will appear on Contractor's Purchase Order.

See Also: Section 5.1 Standard Terms and Conditions "DEFINITION KEY" for more words used in this contract.

### 3.4. CONTRACTOR WARRANTIES AND REPRESENTATIONS

For the Work the Contractor is awarded:

- A. Contractor will provide in connection with the Work the standard of care, skill, and diligence normally provided by a contractor in the performance of similar Work and warrants that all such Work shall be performed in accordance with sound and accepted industry standards and practices.
- B. Contractor is able to furnish the labor, equipment, parts, materials, transportation, incidentals and disposal required to complete the Work and to perform the obligations required by this contract. Contractor has sufficient experience and competence to do so and is properly insured and licensed to perform the Work.
- C. Contractor is financially solvent, able to pay its debts as they mature, and possesses sufficient working capital to complete the Work and perform Contractor's obligations required by this contract.
- D. The City is requiring its landscape to be maintained according to the Arizona Landscape Contractors Association's Sustainable Landscape Management practices when possible and practical.

### 3.5. GENERAL SPECIFICATIONS

- A. Contractor's Qualifications – Contractor must have been licensed and active in the business of residential or commercial landscape maintenance service for at least three years.
- B. Compliance with Regulations and Laws – Contractor shall be responsible for its staff or agents assigned as part of the resultant contract to be in compliance with all federal, state, county and local licensing, employment and other related laws, codes, ordinances, and regulations.
- C. Required Licensing – To ensure the work performed is acceptable, Contractor will execute the Work in accordance with all applicable federal, state, and local licensing laws, statutes, regulations, rules, ordinances, and guidance as amended from time to time which include but are not limited to the following:
1. Arizona Landscape Contractor Association – Sustainable Landscape Management: Standards for Landscape Care in the Desert Southwest (SLM)
  2. US Environmental Protection Agency
  3. American National Standards Institute (ANSI)
  4. Occupational Safety and Health Administration (OSHA)
  5. International Society of Arboriculture (ISA)
  6. Irrigation Association
  7. Arizona Department of Agriculture Pest Management Division
  8. Arizona Department of Environmental Quality
  9. Landscape Watering by the Numbers – Water Use it Wisely
  10. City of Phoenix Water Use It Wisely - Landscape Watering Guidelines
  11. Maricopa Association of Governments (MAG)
  12. City of Phoenix Landscape Standards
  13. All applicable state, federal and local laws, standards, and ordinances
- D. Uniforms and PPE – All staff assigned as part of this contract shall wear a uniform identifying the name of Contractor. The Field Supervisor will wear a badge clearly identifying them as such.
1. Personal protective equipment (PPE), including but not limited to, safety shoes, earplugs, gloves, safety vests, masks or face shields, and safety glasses, shall be worn as conditions and chemical usage warrant.
  2. Hard hats shall be worn in construction areas or as directed by the City.

- E. Keys, Gate and Utility Box Key Control – Contractor is responsible for the series of keys assigned to Contractor. Contractor shall report all lost or stolen keys to the Contract Representative as soon as the loss is discovered. If not found, Contractor will be charged \$55 for replacement keys.
- F. No On-Site Storage – Contractor shall provide for all storage at off-site locations, delivering to site only sufficient equipment and materials to complete daily tasks.
- G. Minimize Site Disturbance – Contractor shall make every effort to minimize tire marks and compaction of the soil due to driving and parking on non-paved areas.
- H. Local Office – Contractor shall maintain a local office with a Contractor representative who can be contacted during routine working hours. A local office is one with a physical location within Maricopa County. (see Section 3.9 WORK HOURS)
- I. In the Event of Contractor Sale – Notwithstanding Standard Terms and Conditions, Item 5.5.B., Assignment - Delegation, in the event Contractor is sold, within three (3) days of the final sale date, Contractor shall notify the City in writing and shall include the contact information of the new owners. Contractor is still responsible for completing Work until a contract amendment has been executed stating otherwise.
- J. Exercise Discretion – The specifications herein outline maintenance standards that are required under this contract; however, the Contractor shall provide oversight and exercise discretion to ensure that their assigned locations are well maintained at all times, using proper techniques as defined in the Street Landscape Standards Manual.
- K. City Standards – Contractor will be responsible for meeting all requirements as specified by the City's Contract Representative, to ensure that the service areas meet the City's standards as defined in the Street Landscape Standards Manual (available at [Street Transportation Community Reference Materials \(phoenix.gov\)](https://www.phoenix.gov/street-transportation-community-reference-materials)).

### 3.6. CONTRACTOR PERSONNEL AND SUPERVISION

- A. Crew expectations. Contractor will establish and maintain crews capable of performing the work per the specifications and provisions of the contract. Crews will be dedicated to this contract only while providing Work at Contractor's assigned location and will report to the Contract Superintendent. The ability of these crews to successfully maintain the schedule created by the Contract Representative and Contractor may have a bearing on the continuation of Contractor's work at the site.
- B. On-Site Supervisor. Contractor will provide on-site supervision or a Field Supervisor to assure that all work performed is in accordance with sound and accepted industry standards and practices. The Contractor shall address any safety, disciplinary, rule violation, or performance issue of assigned contractor personnel within 24 hours after detected or reported occurrence.
- C. Contract Superintendent: Contractor will provide a single point of contact to the City to function as the Contract Superintendent and will be available during routine working hours

for coordination with the City. The Contract Superintendent shall not be a subcontractor. (See Section 3.9 WORK HOURS)

1. Duties - This individual will:

- a. address overall contract questions/concerns,
- b. fully understand the scope of work and specific contract requirements,
- c. be familiar with the topography and crews at all work sites, and
- d. have authority to act on behalf of Contractor in any situation.

2. Minimum Experience and Qualifications:

- a. Minimum of five years local region landscape maintenance experience including five years' experience in arid-region plant materials;
- b. Certified by the Arizona Landscape Contractors' Association in landscape maintenance and installation;
- c. Certified by the Arizona Landscape Contractors' Association in Sustainable Landscape Management.
- d. Registered and Certified Applicator with a Qualifying Party (See 3.19 USE OF CHEMICALS) and hold a Business License by the Arizona Department of Agriculture Office of Pest Management. Applicators should be licensed in Ornamental & Turf, and Right-of-Way at a minimum;
- e. Fluent in the English language.

D. Field Supervisor: In addition to the Contract Superintendent, the Contractor will assign and make available one field supervisor (site supervisor) for each site during working hours for coordination with the City.

1. At a minimum, Field Supervisors shall possess the following minimum experience and qualifications:

- a. Minimum of three years landscape maintenance experience;
- b. Minimum of one year experience in arid-region plant materials;
- c. Minimum one-year supervisory experience;
- d. Certified by the State of Arizona Office of Pest Management in structural pest control, ornamental, and weed control;
- e. Certified by the Arizona Landscape Contractors' Association in landscape maintenance/ installation or currently enrolled (certification required within one (1) year of the start of the contract) in the Arizona Certified Landscape Professional Program; and
- f. Fluent in the English language.

- E. Landscape Irrigation Manager: In addition to the Contract Superintendent, the Contractor will assign and make available one Field Supervisor (site supervisor) at each site during routine working hours for coordination with the City. (see Section 3.9 WORK HOURS)
1. Landscape Irrigation Manager shall possess the following minimum experience and qualifications:
    - a. Current accreditation with the Irrigation Association as a Certified Landscape Irrigation Auditor and/or with the Arizona Contractor Association as a Certified Sustainable Landscape Manager.
    - b. Minimum of two years of skilled level experience in repair, maintaining and troubleshooting all complex timer-controlled sprinkler systems and valves on City property.
    - c. Some City-owned properties use Calsense irrigation controllers. For those sites, Contractor must be Calsense trained to use Calsense Water Management software.
    - d. Fluent in the English language.
- F. Irrigation Technicians: Contractor will provide/employ/make available Irrigation Technicians.
1. At a minimum, Irrigation Technicians shall possess the following minimum experience and qualifications:
    - a. Current accreditation with the Arizona Contractor Association as a Certified Irrigation Technician;
    - b. Minimum of two years of skilled level experience in repair, maintaining, and troubleshooting all complex timer-controlled sprinkler systems and valves on City property;
    - c. Some City-owned properties use Calsense irrigation controllers. For those sites, Contractor must be Calsense trained to use Calsense Water Management software; and
    - d. Fluent in the English language.
- G. Certified Arborist: Contractor will employ at least one (1) Certified Arborist/Certified Tree Worker (certified tree care professional), as accredited by the International Society of Arboriculture (ISA), throughout the term of the contract. Work affecting trees shall be performed by Certified Arborists, Certified Ground Operations Specialists and/or Certified Tree Worker/Climber Specialists, as applicable, under the direct supervision of the Contractor's Certified Arborist.
1. Arborist shall possess the following minimum experience and qualifications:

- a. Current accreditation with the International Society of Arboriculture (ISA) as a Certified Arborist.
  - b. Fluent in the English language.
  - c. At least one certified tree care professional shall be on the job site when Work includes tree maintenance, or on as-needed basis at the request of the Contract Representative.
- H. Ground Operations Specialists and Tree Worker/Climber Specialists: Contractor will provide/employ Ground Operations Specialists and Tree Worker/Climber Specialists
1. Ground Operations Specialists and Tree Worker/Climber Specialists, shall possess the following minimum experience and qualifications -
    - a. Current accreditation with the International Society of Arboriculture (ISA) and the Tree Care Industry Association (TCIA) as a Certified Ground Operations Specialist and a Tree Worker/Climber Specialist.
- I. Pesticide Applicators. Contractor will provide/employ Pesticide Applicators (see 3.19 USE OF CHEMICALS). Pursuant to Arizona Administrative Code R3-8-203 & R3-8-208 only persons who are licensed with the Arizona Department of Agriculture Pest Management Division license shall apply chemicals in the category for which they are licensed. Contractor' Qualified Party (QP) is responsible for Applicator's pest and weed control activities and chemical usage. Use of a subcontractor does not limit the liability or responsibility of Contractor.
1. Pesticide Applicators shall possess the following minimum experience and qualifications:
    - a. Current registration with the Arizona Department of Agriculture Pest Management Division under the corresponding Contractor's business license.
    - b. Contractor is responsible for Applicator's pest and weed control activities. Use of a subcontractor does not limit the liability or responsibility of Contractor.
- J. Arizona Registrar of Contractors (AZROC). Throughout the term of the contract, Contractor will maintain an Arizona Registrar of Contractors (AZROC) license appropriate for the work, which may include but not be limited to class CR21, Landscaping and Irrigation Systems and CR31, Masonry.
1. For 3 of the last 5 years, Contractor must have been licensed and active in the business of residential or commercial landscape maintenance service, as applicable to the work Contractor offered under this contract.
- K. Training. Contractor shall provide appropriate training to employees prior to the beginning of service and have an on-going training program in place under this contract to ensure competent performance of the work during scheduled hours.

1. Copy of Contract. Contractor will provide a working copy of the contract to its Contract Superintendents and Field Supervisors working under the contract and ensure they have a clear understanding of contract areas, the Scope of Work requirements and limits, and boundaries.
  2. On-the-Job. Provide supervision and on-the-job training to assure competent performance of the landscape maintenance work.
- L. Personnel Removal and Replacement. During the course of the contract, the City reserves the right to require Contractor to reassign or otherwise remove from the Work any Contractor employees found unacceptable by the City. Contractor further agrees that any substitution made pursuant to this paragraph must be equal to or better than the individual(s) originally proposed, and that the City's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. The City agrees that an approval of a substitution will not be unreasonably withheld.
- M. Status Meetings and Outcomes. Contractor shall make the Contract Superintendent and Field Supervisors available for status meetings as determined necessary by the City or Contractor to discuss periodic progress, concerns, and exchange information. If requested by the City, Contractor shall coordinate and schedule quarterly reviews at their assigned site(s) with the Contract Representative (the City may also initiate meeting dates and times). Contractor shall call the Contract Representative two weeks prior to the scheduled review to confirm the dates and times. Meetings may also take place online via MS Teams or WebEx.

### 3.7. SUBCONTRACTORS

- A. City Approval Required. If Contractor wishes to utilize subcontractors, for performance of the Work, in addition to those listed in Contractor's original offer to the City, Contractor shall submit a current subcontractor list to the Contract Representative. No subcontractors may be used without prior approval of the Contract Representative.
1. Subcontractors must be properly licensed for the type of work they will perform.
  2. City reserves the right to request the removal of Contractor's subcontractor if deemed unsatisfactory by the Contract Representative.
- B. Work Quality. Subcontractors providing service under the contract shall meet the same service requirements and provide the same quality of service required of Contractor.
1. Contractor shall be fully responsible to the City for the acts and omissions of persons Contractor employs and subcontracts.
- C. Contractor Responsibility. Use of a subcontractor does **not** relieve Contractor of responsibility of service. Contractor will manage all schedules, quality, performance, and project management for subcontractors. Contractor will be held solely responsible and accountable for the service and repairs for which Contractor has subcontracted.



- D. Payment. Subcontracting is at Contractor's expense. Contractor is responsible for all payments including, but not limited to, labor, parts, and materials incurred from subcontracting the services.

### 3.8. COMMUNICATION

- A. Contractor shall provide a means of two-way communication between work crew and the Contract Representative, in case of an emergency. Contractor will provide and install a mobile radio or mobile phone (and charger) in Contractor's Field Supervisor's vehicle to enhance communications between the City and Contractor's field representative. A cellphone shall be the minimum to satisfy this condition. If Contractor has two-way mobile radios installed in the vehicles, Contractor will provide a handheld unit and charger to the Contract Representative.
- B. Personal radios or other apparatus (headphones, air Pods, wireless earbuds, etc.) which may distract or impede hearing or sight are strictly forbidden.
- C. Additionally, Contractor shall provide and keep current a 24-hour phone number for the primary and secondary contact personnel that will ensure response to meet the emergency needs of the City (See Subsection 3.12., RESPONSE TIMES). This shall be a qualified company representative able to respond within the required time.
- D. Contractor and Contract Representative shall meet monthly, to discuss capacity, staffing, and any other operational issues, to ensure that the City of Phoenix retains a necessary level of service.

### 3.9. WORK HOURS

- A. Routine Work Hours. Routine working hours for purposes of this contract will be 5:00 a.m. to 6:00 p.m. Monday - Friday, excluding weekends and City holidays (Reference [City of Phoenix PHX City Calendar](#)).
- 1. Actual hours of work for private property restoration may vary and will be dependent upon time of entry permitted by the private property owner (or representative) as coordinated by Contractor.
- B. Non-Routine Work Hours. Non-Routine work hours will be from 6:00 p.m. to 5:00 a.m. Monday – Friday, and all work hours during Saturdays, Sundays, and all City Holidays.

### 3.10. SCHEDULES

- A. Routine Service: (See Subsection 3.14., ROUTINE SERVICES), schedules shall be mutually agreed upon by Contract Representative and Contractor. The schedule shall delineate the time frames for the landscape maintenance functions or tasks. At a minimum the schedule shall include the following:
  - 1. Day of the month and number of hours for Work to be performed
  - 2. List of tasks to be performed for that assigned site

3. Holidays that may affect the schedule
  4. Estimated start time and end time per assigned location
- B. Non-Routine Work Schedules: (See Section 3.15 NON-ROUTINE SERVICES) Contractor and Contract Representative will agree on a schedule for non-routine Work in writing.
1. Contractor shall provide work schedules for each non-routine Work assignment to the Contract Representative for review and approval ten (10) days prior to the start of such non-routine Work assignment.
- C. Specialized Maintenance / Repairs: Contractor shall notify the City/Contract Representative in writing, at least two (2) weeks in advance of planned specialized maintenance or repairs including, but not limited to:
1. Fertilization;
  2. Soil amendment and conditioning;
  3. Chemical pest/weed control
  4. Permanent or temporary product substitution of any herbicide, pesticide, insecticide, or fertilizer;
  5. Tree pruning activities;
  6. Change in irrigation schedules; and
  7. Other items as determined by the Contract Representative.
- D. Deviations and Revisions: The City understands the demands of landscaping maintenance service can be volatile due to circumstances beyond Contractor's control (i.e. weather, etc.). However, once the schedule is established, Contractor shall make every effort to complete all Work in accordance with the agreed upon schedule, unless unforeseen circumstances out of Contractor's control cause delays.
1. It is not the Contract Representative's responsibility to inquire of Contractor when schedules are not met; rather, Contractor shall initiate such communication timely given the precipitating circumstances.
- E. Reporting Incomplete Work: All scheduled Work not completed during the agreed upon time frame must be reported to the Contract Representative by Contractor on the next business day with an explanation of why the Work was not completed (See Subsection 3.33., REPORTING). This communication may initially be done verbally, but Contractor must always follow up in writing. The City will determine if Work not done on schedule constitutes a deficiency.
- F. Schedule Revisions: Contractor must gain approval of the City to do Work more than one day ahead of schedule. Contractor shall submit revised schedules when actual performance differs from planned performance. Revisions shall be submitted to the

Contract Representative five (5) working business days prior to scheduled work. Failure to submit schedules or revisions prior to commencement of routine Work (except irrigation, sprinkler maintenance and inspection) may be considered breach of contract.

### 3.11. INSPECTION, APPROVAL, AND CORRECTIONS

A. Contractor's Inspections. Contractor shall provide a supervisory level staff member to perform maintenance inspections during Routine Service during daylight hours at all sites. (See 3.14 ROUTINE SERVICES)

1. Contractor's inspections shall address both visual and operational aspects of the site to include operation of any irrigation or other mechanical systems that are Contractor's responsibility, appearance of the site, cleanliness of the site, and the condition of plant materials. (See Subsection 3.33., REPORTING.)

B. The City will regularly inspect the sites to ensure adequacy of maintenance and weed control and that methods of performing the work are in compliance with the specifications. Discrepancies and deficiencies in the work shall be noted in writing and brought to the attention of Contractor. In case of an emergency, City will notify Contractor immediately by telephone.

C. Corrections. Deficiencies shall be corrected by Contractor as allowed by the Correction Action Timeframes (below). Failure to correct areas named deficient by the City or to respond to requests for non-routine services within the following time limits may result in the application of liquidated damages or deduction from service payments. (See Section 5.4 under Standard Terms and Conditions – Payment Deduction Offset Provision) Repeated failures to correct deficiencies in a timely manner may result in termination of the contract for default.

D. Corrective Action Timeframes

Flooding in Streets/Parking Areas (shut off water)	2 Hours
Emergency/Hazard Response	4 Hours
Removal of Debris/Illegal Dumping	24 Hours
Flooding in Streets/Parking Areas (repairs)	1 Working Day
Visual Obstruction	1 Working Day
Re-staking	1 Working Day
Irrigation/Sprinkler/Bubbler Repair	2 Working Days
Improper Irrigation	2 Working Days
Turf Mowing/Fertilization	2 Working Days
Dead Plant Removal	2 Working Days

Schedules	2 Working Days
Pruning and Tree Maintenance	3 Working Days
Weed Control	3 Working Days
Pest Control	5 Working Days
Seeding	5 Working Days
Replanting	10 Working Days

### 3.12. RESPONSE TIMES

- A. Non-Emergencies. Contractor shall return all non-emergency calls by the end of the next normal business day. Contractor must state a realistic and true time when the resultant work may be scheduled. If this proposed schedule is acceptable to the Contract Representative, Contractor will schedule the job. Contractor must honor the proposed schedule within a timeframe of plus or minus one (1) day.
- B. Emergencies. Upon initial notification by Contract Representative, Contractor shall provide an initial response by telephone or email within thirty (30) minutes. For requests for service which have been declared an Emergency by the City, Contractor must physically be on-site within two (2) hours and must begin Work on-site no later than twenty-four (24) hours after receiving the request from the Contract Representative. If the safety issue cannot be corrected immediately, the location shall be secured (barricading site, safety tape, etc.) to protect the public from hazardous and dangerous conditions. Depending upon the nature of the emergency a shorter response time may be required.
- C. Emergency work will be performed during routine working hours whenever possible; however, services will be available on a 24-hour, 7-day per week and 365-days per year basis. (see Section 3.9 WORK HOURS)

### 3.13. ADDITIONS / DELETIONS TO JOB SITES

- A. The City reserves the right to modify, add, and remove job sites with 30 calendar days written notice. All changes to Contractor’s assigned job sites will be made via a contract amendment.
  - 1. Addition of New Sites. For addition of new sites, the City will contact the Contractor(s) with the request for a quote and schedule a site visit appointment. The City may contact Contractor(s) verbally but shall follow up in writing. Contractor(s) will respond in writing within forty-eight (48) hours from Central Procurement’s written request, providing a quote, or stating they won’t be providing a quote for the new site. If Contractor provides a quote, then Contractor must accept the site visit appointment or suggest an alternative site visit appointment. It is not required that all contacted Contractor(s) visit the new site at the same time.

2. Modifications to Square Footage. City may increase or decrease the square footage within existing assigned locations without a contract amendment. Changes will be documented with revised Purchase Order should Contractor agree to the addition/subtraction of the square footage change at their assigned site. Should Contractor not agree to site modifications, City reserves the right to maintain modified square footage using City personnel or another Contractor.
3. Deletion of job site. At the City's sole discretion, the City may remove any of Contractor's assigned locations.
4. Contract Amendment changes. Additions, deletions, or modifications to job sites shall not invalidate the contract; and Contractor agrees to perform the work as amended the same as if it had been part of the original agreement.

### 3.14. ROUTINE SERVICES

A. Contractor shall provide "Routine Services" at the assigned job site(s) and cost(s) detailed in the Pricing Proposal. Routine scheduled service includes a preliminary site inspection followed by performance of landscape maintenance services as required. Routine Services concludes with the Field Supervisor conducting a site walkthrough to ensure Work was completed satisfactorily and to identify potential issues. (see Subsection 3.11 INSPECTION, APPROVAL, AND CORRECTIONS). Routine services may also include performance of pre-authorized non-routine services, however, performing only non-routine services does not constitute a Routine Service.

1. Job site includes the entire parcel of land assigned in the Purchase Order and could include any of the following: street rights-of-way, frontages, overpasses, roadways, medians, pedestrian walkways, access roads, embankments, multi-use pathways, retention basins, washes, reservoirs, ditches, drywells, dams and levees.

#### B. LANDSCAPE MAINTENANCE SERVICES REQUIRED

1. Maintenance services as described in this subsection applies to both developed and undeveloped parcels of land. Landscape Maintenance Services shall mean regularly occurring services and shall include, but not be limited to, ground cover, shrubs, and trees; renovation of ground cover areas; tree and shrub pruning, native vegetation strips, lawn, medians, channels, lagoons, fence lines and walls, sidewalks, hardscapes, graveled and un-graveled areas and the maintenance of any appurtenant structures and equipment pursuant to these specifications.
2. For arid-region parcels of land, Contractor shall accomplish all maintenance services in a manner that preserves the natural appearance of desert/arid-region plant materials. Contractor will be responsible for the care of the entire area of each site from the street curb back to fence lines, including retention areas and associated rip-rap or drainage ways.
3. Landscape Maintenance Services will include, but not be limited to, the following:

- a. Inspection. (see Subsection 3.11 INSPECTION, APPROVAL, AND CORRECTIONS). Contractor will inspect the site to be serviced before beginning Work. This involves inspecting for safety issues including but not limited to sign line obstructions, signage blockage, ground hazards and street right-of-way obstructions. Contractor will also inspect all trees, shrubs, plants, turf, planters, drainage areas, decompose granite, hardscape, barriers, and stakes for damage, debris, erosion, overgrowth, or disease.
  - i. Contractor will document and report details of site inspections and the resulting service to the Contract Representative with seven (7) days after completing routine services for that month. Site inspection reports shall include the following:
    - I. damaged irrigation, plant material, ground material, and barriers;
    - II. irrigation system operation, scheduling, settings, leaks, and clogged emitters;
    - III. grading, drainage, and hardscape conditions;
    - IV. plant and tree health;
    - V. plant and tree overgrowth; and
    - VI. weed and debris accumulation.
- b. Cleaning. Contractor shall clean each site area ensuring the site will be 100% clean. Contractor shall empty trash cans and remove all debris from the location including weeds, trash, dead plants, leaf and fruit litter, broken branches, etc. as instructed by the Contract Representative. Contractor shall remove all waste (See Subsection 3.16., WASTE DISPOSAL). Work materials must be retrieved and removed from the site by Contractor. Contractor will sweep all sidewalks clean of debris; power-washing may be necessary to remove bird droppings. Contractor shall properly dispose of debris and shall supply trash bags for Contractor's use.
  - i. Contractor shall maintain all sites free from weeds and intruding grasses (including those that grow and spread flat on the ground and in cracks and crevices), debris and trash. Contractor will remove and dispose of all unwanted vegetation, trees, shrubs, plants, rocks, granite, debris, and other objectionable material.
- c. Dust Control. During work in progress on the properties specified herein, Contractor shall control dust over specified landscape functions, per Arizona Department of Environmental Quality, Air Quality Division. Contractor shall apply adequate dust palliative (such as irrigation) to the ground and to the debris in an amount sufficient to adequately control dust dispersion to adjoining properties. (See Section 6.52 DUST CONTROL)

- d. Fencing. Contractor must maintain exterior perimeter fence areas to be free from debris, trash, tumble weeds and intruding grasses and weeds. When exterior fence lines are not easily accessible, the City will be responsible for obtaining permission from the private landowner. Contractor shall indicate to City when access will be necessary. Contractor will maintain a two (2) foot minimum clear/clean pathway along fences and walls.
- e. Defaced or Injured Items. Contractor will reasonably preserve from injury or defacement all vegetation and objects designated to remain.
- f. Hardscape. (See Section 3.29 HARDSCAPING) Contractor will maintain hardscape to ensure:
  - i. deterioration or unsafe conditions are immediately reported to the Contract Representative, and
  - ii. all weeds, debris, graffiti are removed.
- g. Safety. Contractor will check for safety hazards and visual obstructions, reporting any problems to the Contract Representative. This includes notification of improperly planted trees. (see Section 3.17 SAFETY)
- h. Mowing. Prior to mowing, Contractor shall clear the area of all debris (paper, stones, bottles, and miscellaneous litter).
  - i. Contractor will mow lawn areas in a neat, orderly manner using appropriate clean, sharp, and well-maintained equipment. A grass catcher need not be used, unless Contractor has missed scheduled cutting due to weather or conditions beyond Contractor's control or when objects or grass thrown by the mower would create hazards to pedestrians or motorists.
  - ii. The Contractor shall observe the following grass height guidelines and adjust mowing frequencies as applicable; however, Contract Representative may request other mowing frequencies:
    - I. April 1 - through October 31, Contractor shall maintain grass height of no more than 1 1/3 inches.
    - II. November 1 through March 31, Contractor will maintain grass height between 1 inch and 3 inches.
  - iii. Contractor shall aerate as necessary for optimal health and appearance. Contractor shall identify to the Contract Representative if de-thatching and over-seeding are needed; if Contract Representative agrees to the Work and the price, Contractor shall proceed. The Contract Representative may also request overseeding with rye grass.
    - I. The City may request dethatching and overseeding. However, there will be no overseeding of turf areas on City properties with Winter Rye Grass

during the months where Bermuda Grass is dormant unless specifically requested by the Contract Representatives.

II. Dethatching and over-seeding is considered a Non-Routine Service.

- iv. When large portions of any contract area not mow-able due to excessive ground moisture or standing irrigation, the City may deduct a reasonable pro-rated amount based on the square footage of the area.
- v. Contractor shall complete trimming when lawns are cut. Trimming may be done with a powered, monofilament type trimming machine or by hand.
- vi. Contractor shall remove all clippings, trimmings, scrap, litter, or debris created from mowing activities during scheduled routine Work.
- vii. Contractor will avoid disruptions to burrowing owl nests / habitats, following the guidance from the City's Office of Environmental Programs (Reference Exhibit 7).
- i. Edging. Contractor will use a standard power edger for edging and will use tree guards to protect trees from edger.
  - i. Contractor will edge lawns along building structures, curbs, sidewalks, driveways, and their physical barriers, except bed dividers, when lawns are cut as required.
  - ii. Contractor will complete edging when turf is cut. Edging may be done with a powered, monofilament type edging machine or by hand.
  - iii. Prune trees, palms, woody perennials, bushes, shrubs, and groundcover (see Section 3.18 PRUNING)
- j. Weed Removal and Control. Contractor will provide clearing, cleaning, maintenance, and removal of weeds and other unwanted plant material. Contractor will ensure all weeds are less than three inches above grade and will remove all weeds above three inches in height. Contractor shall proactively control weeds and intrusive grasses in all medians, easements, retention and native vegetation strip areas and other planting areas.
  - i. Generally, weeds are to be controlled by chemical means and not mechanical means (hoeing). Control weeds in turf areas using approved herbicides selective for broadleaf weeds in turf. (see Subsection 3.19 USE OF CHEMICALS)
  - ii. Contractor will maintain the entire site, including fences and property lines, in a weed-free condition year-round without additional cost to the City, regardless of application of weed control substance and periodic applications of pre and post emergent. This effort shall include all sidewalks, driveways, fence lines, and rights-of-way. (See Subsection 3.19., USE OF CHEMICALS)



- iii. Contractor will rake granite areas and keep them free of debris. Contractor will spot treat with control substance as needed.
- k. Debris.
  - i. Contractor shall clean up and rake up of all organic and inorganic debris, leaving the surrounding area in a condition equal to or better than that which existed prior to the commencement of tree work, unless otherwise directed by Contract Representative.
- l. Sprinklers and Irrigation. Contractor will maintain, operate, and provide repairs or installation on irrigation systems which are 3/4 inch or smaller so that they are maintained to be fully operational and without leaks at all times. (See Subsection 3.20., IRRIGATION MAINTENANCE)
  - i. Contractor shall inspect all irrigation systems for leaks, clogged emitters, and other issues during each regular service to ensure that all devices are functioning properly.
  - ii. Program and maintain or repair irrigation to ensure:
    - I. plant health;
    - II. compliance with seasonal landscape watering guidelines (See Subsection 3.35. SEASONAL LANDSCAPE WATERING GUIDELINES);
    - III. berms and swales are free of debris to optimize passive irrigation;
    - IV. application of water only to target areas;
    - V. elimination of leaks, runoff, and overspray;
    - VI. elimination of obstructions to emitters; and
    - VII. operation as designed.
  - iii. Contractor will notify the City of any leaks discovered. Irrigation flows to other sites must not be interrupted. Contractor shall shut off water no later than 2 hours and repair system damage no later than two (2) business days after discovery of damage. (For irrigation repairs, see Subsection 3.27., REPAIRS, Item C., Irrigation Systems)
  - iv. Contractor will locate unused drip lines, identify them on plans, (if available), and isolate them in a way to prevent irrigation waste.
- m. Water conveyances. Contractor will maintain all dedicated natural water conveyance channels, retention basins and drainage structures to ensure:
  - i. washes, berms, swales, and retention basins convey and absorb stormwater as designed;

- ii. grates, catch basins, riprap, and curb openings to storm drains are free of obstructions and debris; and
  - iii. free flow occurs through conveyances to storage components or retention basins.
- n. Pest Control. When Pesticides, Insecticides, Herbicides, and Other Chemicals are necessary or used, the Contractor shall ensure that (See Subsection 3.19., USE OF CHEMICALS):
  - i. Integrated Pest Management (IPM) principles following the four- tiered approach found at the US Environmental Protection Agency (EPA) IPM website have been implemented and documented prior to use.
  - ii. All the laws, rules and regulations from the Arizona Department of Agriculture Pest Control Division are followed.
  - iii. The Contract Representatives are immediately notified of any disease or pest infestation.
  - iv. The Contract Representatives are notified of all chemical application at City properties prior to application.
  - v. Appropriate signage and public notification procedures are used before, during, and after chemical usage.
  - vi. These chemicals and their hand-held application equipment are not left unattended, in a place that is not under lock and key or stored on City property.
- o. Fertilizing. Contractor will fertilize vegetation according to product labels. Contractor shall conduct soil testing, if requested. All fertilization includes turf, trees, shrubs, and groundcovers. (See Subsection 3.21., FERTILIZATION)
- p. Tree Staking. The Contractor shall maintain and inspect Tree and Shrubs Staking to ensure that (See Subsection 3.23, TREE STAKING):
  - i. Staked shrub and tree trunks and branches are not girdling or chafing or rubbing causing bark wounds.
  - ii. Stakes, straps, and guy wires are adjusted, replaced, removed, or flagged as necessary.
  - iii. Trees and shrubs are re-staked and re-wired as needed during regular service.
  - iv. Broken trees and tree limbs are removed from the property right- of-way areas, vehicular and bus travel lanes, and sidewalks.
- q. Cactus and Succulents. The Contractor shall maintain Cactus and Succulents to ensure that (See Subsection 3.25., CACTUS AND SUCCULENT):

- i. Supplemental irrigation is provided during summer months should wilting or shriveling occur.
- ii. Decomposed granite is graded, and drainage is provided to avoid water collection at the base of cactus and succulents.
- iii. Damage caused by common pests is recognized, treated, and removed to prevent damage from spreading.
- iv. Agave stalks are removed after they have flowered.
- v. Diseased tissue is removed from saguaros.
- r. Seasonal Plants. Contractor will plant, remove, and replace trees, shrubs, groundcover, or flowers seasonally as directed by the Contract Representatives.
- s. Plant and Tree Replacements. Contractor will only replace trees and shrubs under direction of Contract Representative. (See Subsection 3.22., TREE & PLANT REMOVALS & REPLACEMENTS)
- t. Granite. Contractor will rake non-flat surfaces in an upward direction.
  - i. Contractor will contain decomposed granite in planter areas and will sweep from all curbs, walks, drives and roads to provide a consistently tidy appearance. Contractor will maintain decomposed granite to a two-inch depth consistently throughout all landscaped areas and will ensure decomposed granite extends under all plant materials within landscape areas. Contractor shall backfill holes, potholes, ruts, settlement, depressions or undermines and re-distribute decomposed granite that is eroded or washed away by irrigation leaks, excess rainfall, or due to slopes that are too steep. (See Subsection 3.28., DECOMPOSED GRANITE - REPLACEMENT AND INSTALLATION)

### 3.15. NON-ROUTINE LANDSCAPE MAINTENANCE SERVICES (ADDITIONAL AND ANCILLARY)

- A. For all work not considered as Routine Service (See Subsection 3.14., ROUTINE SERVICES), Contractor shall provide an itemized list quoting the cost of the service to the City for approval prior to the start of the Work designated as non-routine services. (See Subsection 3.10., SCHEDULES) Emergency Work may be quoted verbally to expedite the job, at the discretion of the Contract Representative.
  - 1. When parts costs exceed \$500, the City may elect to provide parts to Contractor. Failure to obtain prior authorization may result in non-payment for service.
- B. UNDER NO CIRCUMSTANCES shall extra work replace the normal day-to-day operations, such as trash pick-up, weeding, pruning, mowing, etc. Contractor must report all requirements for the above to the Contract Representative prior to replacing or providing service.

- C. **Types of Service.** Non-Routine landscape maintenance services may include but not be limited to the following:
1. Overseeding the lawn area with rye grass;
  2. Irrigation repairs or installation larger than 3/4 inch and repair and replacement of irrigation control timers (See Subsection 3.27., REPAIRS);
  3. Storm damage clean-up;
  4. Major repairs due to vandalism/accidents. For plant material damaged or destroyed as a result of vandalism or other causes beyond the control of Contractor, the City may, at its option, provide replacement plant material;
  5. Replacement and installation of any landscape material and vegetation necessitated beyond the control of Contractor (See Subsection 3.28., DECOMPOSED GRANITE-REPLACEMENT AND INSTALLATION);
  6. Repairs to concrete, block/brick, and tile repairs (landscape features only). (See Subsection 3.27., REPAIRS);
  7. Chemical erosion control;
  8. Palm peeling, shaving, or scaling; and
  9. Pruning projects at sites not receiving routine landscape maintenance services from Contractor.
- D. **Request Process.** Prior to the commencement of Non-Routine Landscape Maintenance Service, Contractor will provide a quote according to contract pricing parameters and obtain Contract Representative's approval of the quote.
- E. When Non-Routine services are required, the following procedure shall govern such work:
1. An itemized cost estimate shall be submitted by Contractor for City approval. It is the responsibility of the Contract Representative to verify accuracy and reasonableness of the cost estimate. The City reserves the right to obtain competitive quotations if, in the opinion of the City, Contractor cost estimates appear excessive.
  2. If estimate is approved, the City will issue a Purchase Order for non-routine work to be performed. Work not included in the Purchase Order, shall not be initiated without prior authorization from the Contract Representative.
  3. Work shall commence within 48 hours of Contract Representative approval (or as agreed by Contract Representative) and proceed to completion without interruption. Failure to start work within this period may result in liquidated damages.
- F. **Other Requirements.**
1. Employees providing the Work must work in a job classification for which they are qualified, and which is consistent with their normal job title and responsibilities.

2. Contractor shall maintain records to distinguish these costs from other contract operations.
3. Work must meet all City and Maricopa Association of Governments codes and specifications.
4. Contractor should request that Field Supervisor (site supervisor) or authorized representative inspect completed work. Payment for Non-Routine services is contingent upon their final approval.

### 3.16. WASTE DISPOSAL

- A. Contractor shall dispose of trash, debris, plant waste and other miscellaneous foreign material handled or generated that day in performance of the contract, regardless of whether generated by Contractor. Foreign material may include, but is not limited to, trash, dead plants, cigarette butts, bottles, paper, cans, leaf and fruit litter, broken branches, feces, shopping carts, wind-blown materials, dead animals, etc. Offsite disposal of dead animals will be the sole responsibility of Contractor. All disposals shall be done according to federal, state, county, and City laws. This falls under Subsection 3.14. REGULAR SERVICES and is included in the pricing of that service.
- B. On-site Storage. City is not responsible to supply an area or facilities for storage or removal of Contractor's waste on-site. No City of Phoenix dumpsters shall be used for disposal.
- C. Illegal Dumping and Parcel Clearing. Occasionally, Contractor will be required to remove illegally dumped material which may include, but is not limited to old tires, trash, appliances, weeds, and unwanted vegetation growth, etc. This service is required on an as-needed basis. Additionally, Contractor may be required to clear and dispose of designated parcels of rubble which may include various amounts of building materials, old tires, refuse, trash, weeds, and unwanted vegetation growth. This as-needed service will require a written estimate that must be provided to the City, and the clean-up must be completed within 24 hours after the cost estimate is approved.
- D. Containers. Contractor shall rinse out and disable all empty service and material containers of pesticide and fertilizer products in accordance with label instructions to prevent reuse prior to disposal. Contractor is solely responsible for any disposal fees (dumping charges). Contractor will dispose of such items at an authorized landfill.
- E. Drains. Contractor shall not discharge anything into any storm drains. (See Subsection 3.24., SITE DRAINAGE.)

### 3.17. SAFETY

- A. Prior to commencing work, Contractor shall advise the Contract Representative of any damage to sidewalks, gutters, curbs, driveways, irrigation pipes or ditches. In addition:

- B. Manner of Work. Contractor agrees to perform all work in a manner acceptable to standards for safe practices and to safely maintain stored equipment, machines, and materials or other consequential hazards related to the work. Contractor additionally agrees to accept sole responsibility for complying with all local, county, state or other legal requirements including, but not limited to, full compliance with applicable OSHA terms and Arizona Structural Pest Control Commission Rules and Regulations at all times for the protection all persons, including Contractor's employees and agents, City agents, vendors, the public or others from foreseeable injury, or damage.
- C. Site Conditions - Inspection and Notification. Each time Contractor comes to the property, Contractor shall generally inspect the landscape site for all potential hazards. Contractor shall correct hazards within the purview of Routine and Non-Routine maintenance. A log indicating date inspected and action taken is to be made available to the City upon request. Contractor shall notify the Contract Representative of any portion of the premises that Contractor knew or should have known to be unsafe or present a hazard. This is to be regardless of whether the condition was caused or is correctable by Contractor. Contractor must also immediately notify the Contract Representative of any unsafe conditions it notices that require correction beyond the scope of this contract; this includes hazardous conditions.
1. The Contractor shall check for safety hazards and visual obstructions, reporting any problems to the Contract Representatives. This includes notification of improperly planted trees.
- D. Emergency Response. Contractor shall provide emergency response to situations that present a danger to the public, property, and traffic flow. Contractor shall provide current names and telephone numbers of individuals to contact for emergency service. (See Subsection 3.12., RESPONSE TIMES)
- E. Pedestrian and Vehicle Barriers. Contractor shall provide and maintain all necessary barricades, electric warning lights, traffic cones, tarps, plastic, flag tape, and notices to alert the public to hazards in the landscape area, hardscape area, sidewalks, parking lots, residential areas or where otherwise needed. Contractor shall replace valve box covers and secure apparatus and plant materials in order to protect the public or others from injury. Contractor shall notify the appropriate Contract Representative a minimum of three (3) working days prior to beginning Work that will require such measures.
1. All barricading must comply with the current City of Phoenix Street Transportation Traffic Barricade Manual for Traffic (available at Phoenix Street Transportation Department - Traffic Management).
  2. Contractor will be responsible for all necessary traffic control arrangements when working on major streets or when work will require parking meters bagged or lane(s) shutdown. Contractor shall notify the appropriate Contract Representative a minimum of three (3) business days prior to beginning work. Contractor is responsible for any expense for barricade rental and permits.

3. Barricades are physical objects that are used to guide vehicle or pedestrian traffic. Barricades are used to cordon off areas and build walkways to maintain ADA access and to keep pedestrians out of the work zone. The Contractor shall be responsible for barricade expenses.
4. A Temporary Restrictions and Closure System (TRACS) Permit with the City of Phoenix right-of-way is required whenever work extends into a public right-of-way such as a roadway or sidewalk. The Contractor shall not charge the City for TRACS Permits. When work extends into the public right-of-way, the City of Phoenix right-of-way requires the Contractor to use a traffic control contractor since work cannot be completed in the public right-of-way without a TRACS Permit or a traffic control contractor performing the lane closure and traffic control.
  - a. Therefore, when TRACS Permit is required, the Contractor shall obtain prior approval from the City and complete all the planning, scheduling, and coordination of the work.

F. Vehicles.

1. Placement. Work shall be accomplished with a minimum of traffic interruption. Wherever possible, Contractor shall utilize turn bays or deceleration lanes for temporary parking of vehicles and equipment. If that is not possible, the vehicle must be pulled completely off the roadway.
2. Operation. Contractor's employees shall not ride in the backs of trucks and in or on trailers while on City property. Contractor's employees are required to wear safety belts when any vehicle is moving.

G. Investigations. Contractor shall cooperate fully with the City in the investigation of any accidental injury or death occurring on or in view of the site and shall immediately notify the Contract Representative if any such event occurred within the site boundaries, an adjacent property, or the public right-of-way.

H. Stop Work Orders. The City reserves the right to issue work suspensions or immediate Stop Work Orders to Contractor in circumstances such as poor weather conditions or other extreme conditions or when unsafe or harmful acts are observed or reported relative to the performance of the Work under the contract.

### 3.18. PRUNING

- A. Contractor will prune all trees to result in a pleasing, aesthetic, natural, and balanced appearance in relation to the tree itself as well as in relationship to surrounding trees and buildings, to the satisfaction of the Contract Representative.
- B. The Contractor shall use a natural pruning method to maintain characteristic growth patterns of plant materials to promote structural strength and health while controlling size and providing for any specific needs as requested by the Contract Representatives.

C. General.

1. Contractor will conduct all pruning according to standard arboricultural practices as noted in the current American National Standards Institute (ANSI) A300 Pruning Standards (Reference Exhibit 8). The contractor shall follow the ANSI Z133.1 safety requirements and all applicable OSHA standards.
2. Contractor will conduct all pruning according to standard horticultural practices noted in the Sustainable Landscaping Management standards developed by the Arizona Landscape Contractors Association ([Arizona Landscape Contractors' Association | Arizona Landscape Contractors Association \(azlca.com\)](https://www.azlca.com)). Contractor shall not make topping, heading, or pollarding cuts. Work to these and all applicable standards is included in Contractor's contract prices.
3. Contractor shall use appropriate tools for the task, consistent with industry standards. Contractor shall have appropriate tools available at all times and shall keep them in a clean, operative and sharp condition. Contractor shall not use chain saws or gas powered or electric trimming devices without the consent of the Contract Representative.
4. Contractor will not use line trimmers against tree trunks.
5. Contractor shall start work in an area only if it can be completed that day (unless otherwise agreed to by the Contract Representative).
6. Contractor shall prune existing plants and trees to maintain and promote canopy coverage or shade to pedestrian walkways and public areas.
7. Unless otherwise directed by the Contract Representative, Contractor shall prune back vegetation in planters so as not to hang over the planters, keep plant growth clear of all security system beams and will prune and remove dead branches, suckers, and stakes.
8. Contractor shall prune all trees by approved method to ensure that no trees are permitted to encroach on or over any public street, roadway, public right-of-way, or adjacent right-of-way back to the property line. Clearances shall be a minimum foot height clearance compliant with Phoenix City Code 27-13 (currently eighteen (18') feet), unless otherwise indicated in this document or in writing by the Contract Representative. This shall be accomplished at the beginning of the contract and maintained throughout the contract period through regular landscape maintenance services. Contractor is responsible for any fines assessed to the City for such violations.
9. Contractor shall maintain the minimum distance from overhead electrical conductors as identified in the most current ANSI standards. Overhead wire pruning shall be coordinated with the appropriate Utility Company and the Contract Representative.



10. Contractor shall during breeding season (February to August), visibly inspect the tree for active nests or evidence of breeding birds prior to commencing work. If an active nest is present, Contractor shall immediately stop work and notify the Contract Representative.
  11. Contractor shall prune only as necessary to maintain the healthy and natural growth of plants with certain spatial growth limitations. Under no circumstance will plants be trimmed into geometric shapes. The Contractor shall sparingly prune plant material during summer months, and only if necessary.
  12. Contractor will prune to maintain a healthy canopy such that trees do not touch any surface or structure not intended for contact nor interfere with visibility or movement of pedestrians or vehicles. Such surfaces and structures include but are not limited to signage and oncoming traffic, buildings, structures, stairways, roof edges and overhead wires.
    - a. Contractor will prune growth from plants which conflict with pedestrian circulation movements or traffic sight lines, as required. Sight visibility specifications are at [Street Transportation Visibility Requirements for Landscaping Corner Lots \(phoenix.gov\)](https://www.phoenix.gov).
    - b. Contractor shall not use hedge trimmers to prune the trees and shall remove no more than 20% of canopy during any single pruning.
  13. Contractor will remove all branches, fronds, trimmings, and other rubbish by the end of each day. In no event shall Contractor leave debris on site for a period exceeding three (3) days. Debris shall not be left down on weekends or holidays. In the event debris must be left for any period of time, Contractor will stack all trimmings near the base of the tree as possible without blocking streets, sidewalks, driveways, and without covering up items such as fire hydrants, water vacuum breakers, water meter boxes, small plants, etc.
    - a. Contractor shall leave all areas in a condition equal to or better than that which existed prior to commencement of tree Work. Unless otherwise specified in this contract, all debris to be disposed of at Contractor's expense.
- D. Tree and Palm Pruning - Contractor may be requested to prune deciduous, evergreen, and palm, trees of all kinds. Trees may be close to buildings, streets, traffic, and electric lines.
1. Prune at the time of the year that is most beneficial for the plant material.
  2. Remove all dead branches.
- E. Palm Pruning. At the City's sole option, and upon the Contract Representative's request, Contractor shall properly care for palms and be able to recognize signs and symptoms of unhealthy plant material and shall have the knowledge to treat unhealthy plants properly.

1. **Equipment.** If disease or infection is suspected or known to exist within a certain palm, Contractor will sterilize his cutting tools between each palm.
2. **Method.**
  - a. Unless otherwise directed, palms may be climbed using industry approved and appropriate equipment, only from a point of ten feet above the ground and beyond. It is acceptable to use a ladder to reach a point of ten feet above ground level to avoid spur entry wounds near ground level. An aerial lift truck of at least seventy-five feet may be used. Climbing out of an aerial bucket truck will not be permitted.
  - b. Contractor will visually inspect each palm during the pruning process and notify the Contract Representative in the event that any hazardous conditions exist (i.e. structural weakness in the trunk).
  - c. Pruning shall consist of the removal of all dead fronds, all flower and fruit parts, whether dead or alive, and loose frond bases within the top four feet of the trunk. Live, healthy fronds, initiating at an angle of 60 to 90 degrees from the horizontal plane shall not be removed. Contractor shall remove living fronds hanging down below this point.
  - d. Fronds removed should be severed close to the petiole base without damaging living trunk tissue.
  - e. After pruning, Contractor shall leave palms in a neat and clean fashion without stubs or loose frond bases left hanging within the top four feet of the trunk.
  - f. Contractor shall remove all fronds, seed stalks, and loose frond bases of the past from any adjacent landscaping or structures they may fall in and hang (i.e. other trees, streetlights).
  - g. Contractor shall take precautions that no live fronds are partially cut and left hanging. Within 30 days of original pruning, Contractor will remove any fronds left hanging.
- F. **Palm Peeling.** At the City's sole option, and upon the Contract Representative's request, Contractor shall provide palm peeling. Palm peeling should consist of the removal of the dead frond bases only at the point they make contact with the trunk without damaging living trunk tissue.
  1. Contractor shall use aerial lift type equipment or shall climb palms above ten feet from the ground by using a ladder to get over the first ten feet to avoid spur entry wounds near ground level.
- G. **Bushes, Shrubs and Groundcover Pruning.**
  1. Contractor shall prune shrubs or brush growing upon the property to ensure that no landscaping elements encroach on or over any public right-of-way so as to interfere

- with the movement of persons or vehicles. Contractor shall trim shrubbery and brush on the property, and in any adjacent rights-of-way, back to their property line.
2. Contractor shall prune when most beneficial to the plants, except when causing a visual obstruction to drivers. The Contract Representative shall reserve the right to determine when plant material creates a visibility obstruction.
  3. Pruning shall also include the removal of dead, dying, diseased and broken portions of each plant.
  4. Shrubs shall be allowed to bloom at the appropriate seasons without being sheared, shaped, or formed into undesirable, unnatural geometric forms such as boxes and balls, unless specified by the Contract Representative.
  5. When pruning, Contractor shall:
    - a. Remove dieback occurring from winter temperatures to rejuvenate spring growth - i.e. lantana and bougainvillea.
    - b. Remove growth and branches that interfere with pedestrian movement.
    - c. Prune after a plant has flowered only if pruning is necessary.
    - d. Prune to increase quality or yield of flowers.
    - e. Prune to thin out the branching structure but retain shape.
    - f. Prune to direct growth.
    - g. Prune to control growth of fast-growing materials.
    - h. Maintain plant health by removing dead, diseased or injured wood.
    - i. Prune to promote strong branching structure.
    - j. Prune off dried seed pods.
  6. When pruning, Contractor **shall not**:
    - a. Remove more than 1/3 of shrub foliage at any one time.
    - b. Create formal shapes
    - c. Prune shrubs or groundcovers when they are blooming.
    - d. Use dull blades that could tear or shred branches.
- H. Woody Perennials. All woody perennials shall be maintained per the specifications in the Sustainable Landscape Management practices.

### 3.19. USE OF CHEMICALS

- A. In addition to all relevant requirements described in Section 6., Special Terms and Conditions, the Contractor shall adhere to the following regarding pesticides, insecticides, herbicides, and other chemicals –
1. The Contractor's licensed Pesticide Applicators (See Item 3.6.I., CONTRACTOR PERSONNEL AND SUPERVISION) shall use Integrated Pest Management (IPM) principles following the four-tiered approach found at the EPA IPM website ([Integrated Pest Management \(IPM\) Principles | US EPA](#)) upon becoming aware of the potential for pest infestation:
    - a. Prevention – Manage the plant material to prevent pests from becoming a threat.
    - b. Monitor and Identify Pests - Monitoring and identification removes the possibility that pesticides will be used when they are not really needed or that the wrong kind of pesticide is used.
    - c. Set Action Thresholds – A point at which pest populations or environmental conditions indicate that pest or herbicide control action must be taken.
    - d. Control – Used only after monitoring, identification, and action thresholds indicate that pest control is required, and preventive methods are no longer effective or available.
    - e. The Contractor shall summarize and incorporate IPM efforts into the Annual Report (See Item 3.33.B., REPORTING).
- B. Regular application of pesticides, insecticides, and other similar chemicals shall not be practiced and are only to be used under specific conditions.
- C. The Contractor shall only apply chemicals on City properties that are in accordance with the City of Phoenix Environmentally Preferable Purchasing (EPP) Policy (See Subsection 6.53., Environmental Preferred Products). The City of Phoenix EPP Policy details that through City contractual agreements, purchases shall be made with preference for reduced toxicity and hazards and bio-based materials. Compliance with the City of Phoenix EPP Policy must be detailed in the Annual Report (See Item 3.33.B., REPORTING).
- D. Contractor will ensure all materials, techniques and processes involving the use of chemicals is in compliance with all Federal, State, County and local laws, rules, regulations, standards, ordinances, and statutes and applied according to manufacturer's/label directions by a certified pest control operator. All chemicals, herbicides, insecticides, fertilizers, rodenticides, and pesticides used must have Environmental Protection Agency registration and State Chemist approval. Contractor shall not enter City property without the most current MSDS immediately available to Contractor. Contractor will not mix chemicals at any City facilities.

- E. The City, generally, and the Contract Representative and City of Phoenix, Safety Division, Human Resources Department specifically, reserves the right to review, evaluate, inspect, approve or deny the use of any chemicals, herbicides, pesticides, insecticides, and fertilizers for use in the resultant contract.
- F. The Contract Representatives must be made aware of any and all chemical application at City properties prior to application. Additionally, all chemicals used, why they were used, in what quantities they were used, and on which City properties they were used shall be included in all Maintenance Reports (See Item 3.33.A., REPORTING).
- G. Documentation. Contractor will provide to the Contract Representative at the commencement of the contract a listing of proposed chemicals and current labels to be used including commercial name, chemical names, application rates, type of usage and MSDS/SDS sheets. Contractor shall maintain a list of product names, formulas and antidotes covering chemicals and pesticides to be used under this contract for quick reference.
  - 1. All chemicals requiring a special permit for use must be registered with the State Structural Pest Control Commission. If a permit is obtained, a copy of the permit shall be delivered to the Contract Representative before proceeding with application. All employees applying pesticides must be certified with Arizona Department of Agriculture Office of Pest Management.
- H. Notice. Contractor shall give notice to the Contract Representative before the first application of any pesticide and also immediately after application. Inclusion of this information in the weekly report shall be adequate form of notification.
- I. Vehicles. Contractor shall ensure that all vehicles and trailers transporting pesticides and fertilizers and their application equipment display proper State of Arizona Structural Pest Control Commission licensing information.
  - 1. All mobile vehicles with chemicals must have the MSDS sheets on the vehicle for review.
- J. Pests. Contractor shall immediately notify the Contract Representative of any disease or pest infestation that may result in the destruction of plant material.
  - 1. It is Contractor's Certified Pest Applicator's responsibility to determine the method of control and to execute appropriate action. However, Contractor understands and agrees that political sensitivities and changes in law, statute or policy may occur and will consider City requests for alternate control methods.
  - 2. The City expressly reserves the right to request additional pest control service at no additional cost to the City, should pest infestation or problems occur during the time between the scheduled treatments. Additional inspection and service shall be completed by Contractor within four (4) days of notification of pest infestation.

- K. Application and Handling. Only Contractor's employees that are certified with the Arizona Department of Agriculture Office of Pest Management are authorized to apply pesticide, herbicide, or insecticide. Contractor's use of pesticides must be in strict conformance with the manufacturer's instructions as they appear on the label or approved by the Arizona State Chemist.
1. Contractor shall not mix pesticides or chemicals on City property.
  2. Contractor shall not leave pesticides and their hand-held application equipment unattended or in a place that is not under lock and key. Contractor shall not store pesticides on the premises of any City of Phoenix buildings or grounds. Contractor will maintain a specimen label and safety data sheet (MSDS) on each vehicle transporting or using each herbicide, pesticide, insecticide, and fertilizer on City property.
- L. Spills. In case of a chemical spill, Contractor shall immediately notify the Contract Representative. Contractor will clean up the spill and remove contaminated material, debris, and clean up material.
- M. Contractor may not spray herbicides within twenty (20) feet of any designated Waters of the United States. These areas require weed removal by hand or mechanical means only. Contractor shall ensure that the quantity and frequency of herbicide application is the minimum necessary to control the growth.
- N. Herbicide.
1. Pre-Emergent Herbicide Application (Non-Turf Areas)
    - a. Unless otherwise prohibited, Contractor shall apply pre-emergent to all non-turf and open areas per label instructions for long term (6-8 month) control. Before application, Contractor will remove all weeds.
  2. No Soil Sterilants Allowed.
    - a. Contractor shall make every effort to use the least toxic product available to accomplish the goals of this contract.
  3. Unless otherwise approved by the Contract Representative, approved herbicides for use at the various City sites:
    - a. Pre-emergent Dowlanco Surflan, Gallery and Pendulum or equivalent for all decomposed granite landscape areas.
    - b. Contact herbicides:
      - i. Monsanto Round-Up or approved equal for broadleaf dicots.
      - ii. Monsanto Poast or Fusilade or approved equal for monocots.
      - iii. Winter annual broadleaf weeds - Target brand Weed Boomer.
  4. When applying herbicide, Contractor shall:

- a. Educate personnel to recognize desirable plant materials in seeding states to avoid removal or chemical application. Many low irrigation use plants re- seed on their own and propagate into other areas. Desirable species are to be encouraged to grow. If available, Contractor shall refer to the landscape plans to determine which species are intended to be a part of the plant palette.
  - b. Chemically remove weeds that are present before applying pre-emergent.
  - c. Apply pre-emergent herbicides per the approved Service schedule (See Subsection 3.10., SCHEDULES).
5. When apply herbicide, Contractor **shall not**:
- a. Spray seedlings of desired plant materials.
  - b. Use soil sterilant of any kind.
  - c. Spray on windy days.
  - d. Spray on rainy days or just prior to rain being forecast, except for pre- emergent herbicide.
  - e. Clean out tanks or containers anywhere on the various sites.
- O. **Disposal**. Contractor may not dispose of any excess chemical on any site surface or in any site container. Contractor shall remove all unused chemicals from the site for disposal at an approved off-site location. Containers and sprayers must not be cleaned out or emptied on any site surface or into any site container.

### 3.20. IRRIGATION MAINTENANCE

- A. The Contractor shall adopt overall landscape management principles that encourage and emphasize landscape health and responsible water application at all City properties in accordance with Subsection 3.35., SEASONAL LANDSCAPE WATERING GUIDELINES. The Contract Representative will be responsible for ensuring that such principles are employed by the Contractor. The Contract Representative will communicate to the Contractor if it has been determined such principles are not being observed to formulate corrective actions where necessary.
- B. Contractor shall provide all labor and equipment necessary for the inspection, maintenance, operations, installation, and repair of the existing plant watering system at each area. Contractor will maintain, operate, and repair existing plant irrigation systems so that they are maintained to be fully operational and without leaks at all times. Contractor shall use the City's "Street Landscape Standards Manual" (available at [Street Transportation Community Reference Materials \(phoenix.gov\)](https://www.phoenix.gov/street-transportation-community-reference-materials)) as a guide to acceptable maintenance on projects involving right-of-way Work.
  1. Contractor must have the proper controller key(s) for programming solar irrigation controllers.

2. Inspections. Contractor shall inspect for leaks and any other signs of inoperability, improper functioning, or disrepair. Contractor shall locate and identify unused bubblers and isolate them in a way to prevent water waste.
3. Information pertaining to the age of the irrigation systems (if any) is not available.
4. Contractor Responsible for Adequate Irrigation.
  - a. Contractor shall move, upon Contract Representative's approval, drip/bubbler emitters as required to maintain adequate water distribution to promote plant growth.
  - b. The Contractor shall set, manage, and control irrigation system controller programs to apply adequate irrigation to plant materials in accordance with Subsection 3.35., SEASONAL LANDSCAPE WATERING GUIDELINES, seasonal conditions, and individual plant requirements for proper maintenance of landscaped areas. The Contract Representatives reserves the right to make recommendations and request changes to controller programs to assure appropriate irrigation schedules. The Contractor shall ensure that the irrigation schedules are adjusted for seasonally appropriate irrigation and not left at the same rate year-round.
  - c. The Contractor shall ensure all irrigation berms and swales are maintained as designed to optimize passive irrigation.
  - d. The Contractor shall ensure all irrigation system water is contained within the target plant material areas. Contractor is liable for damages/injuries caused by irrigation which runs into the street.
  - e. The City will provide technical assistance and training to Contractor for operation of the systems. "Technical assistance" will be defined as a one-time explanation of the irrigation system operation.
- C. Maintenance and repair irrigation systems downstream from solenoid valves shall be Contractor's responsibility and included in regular services fees. Refurbishment of derelict or neglected systems, and other repairs will be allowed as Non-Routine services upon approval by the City. Emergency services may be approved by the Contract Representative over the phone, written approval within 24 hours after contact.
- D. Operation Within Target Area. Contractor will irrigate shrubs, trees, and grass, containing all sprinkler irrigation within the target area. Contractor will ensure that all sprinkler irrigation is contained within the target area.
- E. System Breakdowns. The Contractor is responsible for the health and condition of all plant material affected by irrigation system breakdown. In the event of an automatic or manual irrigation system malfunction, the Contractor shall immediately notify the Contract Representative and confirm this notification in writing. Contractor will determine the process or method to be used for plant watering during the breakdown to maintain plants



until the system is returned to normal operation. If in the Contract Representative's opinion, the lack of water caused by irrigation system shutdown will cause immediate stress or death of plant material, the Contractor is responsible for all associated costs and the Contractor will operate the system manually at no additional charge.

- F. Utilities. The City shall pay for all water and controller electrical costs except:
1. Irrigation system water loss caused by Contractor damage to system or failure to repair damage causing water loss;
  2. Contractor shall pay for water loss under the above circumstances at a rate of \$25 per water meter per day.

### 3.21. FERTILIZATION

- A. Contractor will apply fertilizer and soil amendments and de-thatch grass turf areas as needed to promote healthy, attractive, and thriving plant material and grass turf.
- B. When fertilizing, Contractor shall:
1. If requested, base fertilization on soil nutrient testing.
  2. Fertilize all groundcovers and shrubs.
- C. When fertilizing, Contractor **shall not**:
1. Apply dry fertilizer to dry ground.
  2. Apply fertilizer to legume type plants (palo verde, sweet acacia-pod type seed tree).
  3. Apply fertilizer to cacti or succulents.
  4. Use bleached fertilizer mixtures.

### 3.22. TREE AND PLANT REMOVALS AND REPLACEMENTS

- A. Removals. At the City's sole option, and at the Contract Representative's approval, Contractor will remove and replace dead, dying, and diseased trees or shrubs. Contractor's replacement trees will meet the American Nursery Association (ANA) guidelines and, unless otherwise directed by the Contract Representative, shall be like for like.
1. Tree removal will include complete removal with hand digging or, if no replacement tree is needed, grinding to include removal, and grinding of the stumps below grade to the satisfaction of the Contract Representative. No winch assembly, backhoes or skid-steers are to be used without the consent of the Contract Representative. Contractor shall remove emitters/bubblers and fill the stump holes level to the ground with clean fill dirt and, if applicable, re-distribute granite. If requested by the Contract Representative, Contractor will replace the granite.
  2. Contractor shall take special care for the removal of trees that may be in close proximity to buildings or may have grown around electric lines.

3. All frost-damaged plant material will be removed in the spring after new growth begins, but no later than April 30. If after April 30th frost killed vegetation has not been removed, Contractor's monthly fee for the applicable area will be withheld until work is completed by Contractor.
  - a. Palm Removals.
    - i. At the City's sole option, and upon the Contract Representative's request, Contractor shall remove dead or structurally weak palms. Prior to commencing work, Contractor shall provide a written price according to contract pricing parameters and receive the Contract Representative's approval. Contractor shall cut the palm flush to the ground, cutting the palm into four-foot pieces, cutting all stumps or machine-grinding them below grade and covering them with soil or granite. Contractor will haul away all debris. Contractor will coordinate removals with the Contract Representative.
  - b. Tree Removals (Non-Palm).
    - i. At the City's sole option, and upon the Contract Representative's request, Contractor shall remove dead or structurally weak trees. Tree removal will include complete removal of the stumps to the satisfaction of the Contract Representative. Contractor will fill the stump holes appropriately with clean fill dirt to the satisfaction of the Contract Representative. The tree may be in close proximity to buildings and may have grown around electric lines. Contractor will cap all associated irrigation lines.
- B. Tree Planting. Contractor shall follow the procedures and details shown in the City of Phoenix Landscape Standards.
  1. When planting trees and shrubs, Contractor shall:
    - a. Rake back existing decomposed granite to allow for excavation of the planting pit.
    - b. Use a tarp(s) to stockpile the excavated soil separately from the decomposed granite during the planting operation to prevent leaving soil on the surrounding decomposed granite.
    - c. Dig the width of the planting pit at least three times the width of the planting container for trees, shrubs, and groundcovers.
    - d. At Contract Representative's request, hand-dig all planting pits.
    - e. Thoroughly irrigate for duration needed to sustain the plant depending on the climatic conditions. Manual irrigation may be necessary until the plants are able to sustain themselves on the schedule set for the season on the controller.
    - f. Leave smaller branches that do not interfere with the pedestrian or vehicular movement on the trunk.

2. When planting trees and shrubs, Contractor **shall not**:
  - a. Over-excavate the depth of the planting pit.
  - b. Drive planting stakes through the root ball.
  - c. Remove small temporary branches from trunk without City approval.
  - d. Substitute different types of stakes for those that are indicated on the planting detail.
  - e. Use an auger to dig planting pits.
  - f. Leave excavated soil on top of the decomposed granite after completing planting.
  - g. Apply fertilizer.
  - h. Fertilize cactus and succulents.

C. Trees, Shrubs and Groundcover Replacement.

1. The Contractor shall obtain approval by the Contract Representatives prior to the replacement for all plant material, replaced by the Contractor.
2. The City will be the sole judge as to whether treatment or removal and replacement are required. The City shall have the option of providing the replacement plant material for Contractor's installation.
3. Notification. Contractor will immediately notify the Contract Representative of any badly stressed, unrecoverable, or damaged plant material.
  - a. Contractor shall provide a report to the Contract Representative naming plants to be replaced, the plant being used as the replacement and the name of the nursery where the plants are being obtained (if replacement to be provided by Contractor) and, if the replacements are necessitated for reasons outside of Contractor's control, cost of the plants. The report shall include the date proposed for conducting the replacement operations and at which area site.
4. Timing. Within ten (10) days of notification, or when Contractor knew or should have known of plant material death or damage, at no cost to the City, Contractor shall replace plants, trees, shrubs, groundcovers, or lawns that are destroyed or damaged as a result of Contractor's negligence.
5. Approval.
  - a. All plant material replacement to be made by Contractor must be approved by the Contract Representative prior to the replacement.
  - b. Contractor will prepare beds and plant new plant material as requested and authorized by the Contract Representatives.

- c. The Contract Representative reserves the right to make substitutions for plants that have not been successful in the past.
- d. Contractor will replace all plants with the exact same type, variety, and size per the original landscape plans, as provided by Contract Representatives, for the particular site unless a substitution is requested by the Contract Representative.
- e. In the event that a plant type cannot be located in the size or quantity needed, Contractor shall submit a list of possible substitutions for the plant. Contractor's substitutions may only be considered with written description to include reasons for proposing a substitute plant material. Substitutions shall be locally available in the size and quantity needed to complete the replacement.
- f. Replacement plants shall be healthy, free of disease, insects, or other deformities.
- g. Contractor will obtain all replacement plants from a grower, preferably located in Arizona, who is licensed to grow and sell plant materials from an established wholesale or retail nursery growing yard. Replacement plants shall be true to size in accordance with the American Nursery Association specifications current edition, when possible.
- h. Replacement plants shall not be root-bound. Contractor is responsible to verify the condition of the plant material prior to delivery site.
- i. Contractor will adequately irrigate newly planted materials for their successful establishment.
- j. Contractor will remove excess soil from the property which is generated from planting holes and not reused as backfill or for establishing final grading.

### 3.23. TREE STAKING

- A. The purpose of staking is to support and protect young trees and shrubs until they are able to stand on their own.
- B. Trees shall be staked in accordance with the details shown in Exhibit 9.
- C. For those trees that are staked at the beginning of the contract period, Contractor shall keep these trees staked to City specifications until such time as Contractor's Certified Arborist determines the stakes can be removed. However, stakes should not remain on trees and shrubs for longer than a one-year period.
- D. Approved staking material consists of two round two-inch diameter lodge poles, one on each side of the tree, with two lengths of tree strapping between trees and stakes firmly driven into solid soil in accordance with the City of Phoenix Landscape Standards. Contractor shall loop into a branch crotch using tree straps at 1/3 the height of the trunk. Substitute stake types will not be allowed unless alternative staking methods or materials are deemed necessary, and Contractor obtained prior approval from Contract Representative.

- E. Contractor will obtain the Contract Representative's approval prior to the use of guy wires. Trunk shall have an eight-inch loop. Staking wire shall be 14 or 16 gauge, annealed galvanized wire with an either inch hose loop attachment wire.
- F. Contractor will drive the stake a minimum of twenty-four (24) inches into firm undisturbed soil below the excavated depth of the planting pit and will NOT drive the stake into root ball. A top tie shall be placed for maximum support and a bottom tie should be placed halfway between top tie and ground. Stake height of finished job should be equal and will not interfere or cause damage to branches.
- G. Contractor will maintain all tree stakes and ties supporting trees. Contractor shall inspect staked trees and shrubs a minimum of once each 60 days for girdling or chafing of trunks or branches or rubbing which may cause bark wounds during regular service.
- H. When tree stakes are removed, Contractor shall remove the entire stake above and below grade, to include all wire and hose material. Stakes broken at grade and left below grade are not acceptable.
- I. Contractor will regularly check all trees for adjustment, replacement, or removal of unnecessary stakes. Contractor will remove nursery stakes, one-inch stakes, metal fence posts, and bamboo stakes where found and when trees are planted or replaced.
- J. For trees planted with a trunk diameter greater than 3 inches, Contractor shall consult the Contract Representative for staking detail as it may be appropriate to secure those trees with 3 stakes in accordance with the City of Phoenix Landscape Standards.

### 3.24. SITE DRAINAGE

- A. Contractor will maintain the retention areas' and water conveyance channels' landscaping to achieve a mature and attractive appearance while allowing the drainage elements to be fully functional at all times to their designed capacity. City properties have stormwater drainage features that function to retain property surface drainage. In most cases these consist of conveyances and retention basins that are integral to the landscaping.
- B. Contractor will maintain grates, catch basins, rip-rap, and curb openings to storm drains in a clear and unobstructed condition at all times. Contractor shall ensure clear flow to the intended conveyance or storage component by removing all landscape debris, leaves, trash, silt, rock, or other materials from drainage structures and overflow ditches as a regular service such that free flow occurs through the intended conveyance to the storage component or retention basin. Contractor will remove all weeds, grass, trash, and debris from the irrigation berms and swales to optimize stormwater conveyance and absorption.
- C. Retention Areas. Retention areas typically have trees, shrubs and groundcovers located throughout. Contractor will maintain retention area landscaping to achieve a mature and attractive appearance while allowing the drainage elements to be fully functional at all times to their designed capacity.

- D. Storm Drains. Contractor will not use storm drainage structures to dispose of any chemical or other harmful waste material per City of Phoenix Ordinance Chapter 32C Sections 100 106. Contractor shall be solely liable for penalties received for violations that result from actions by their assigns.

### 3.25. CACTUS AND SUCCULENT

- A. Contractor shall properly care for cactus and succulents and be able to recognize signs and symptoms of unhealthy plant material and shall have knowledge to treat unhealthy plants properly.
- B. Contractor shall:
1. Recognize and meet the need for supplemental irrigation (summer only) if they wilt or shrivel.
  2. Recognize the need for good drainage and grade ground material (soil and decomposed granite) properly away from cactus and succulents to avoid water collecting at the base.
  3. Recognize and treat damage by common enemies such as the Agave Snout Nosed Weevil, e.g., lower leaves will lay flat to the ground
  4. Remove plantings that are found to have succumbed to the Agave Weevil immediately and treat surrounding plants with an approved pesticide to prevent damage from spreading in April- May and September
  5. Remove agave plant stalks after they have flowered.
  6. Replace plants that have been removed only with replacements that have been approved.
  7. Remove diseased tissue from saguaros with approval of the Contract Representative.
- C. Contractor **shall not**:
1. Apply a bubbler or regular drip system to cactus and succulents.
  2. Use fertilizer or herbicides.
  3. Provide soil amendments.
  4. Dig or grade around cactus and succulents.

### 3.26. PLANTERS, FLOWERBEDS, AND POTS

- A. The landscaping at various sites may include planters, flower beds or pots which may require seasonal planting. Contractor shall maintain the health of flowers and vegetation. Contractor shall inspect and provide the following minimum maintenance: removal of dead blossoms and shoots from plants, removal of dead plants, vegetation, leaves, weeds, grasses, trash, and debris from the planters, rake and level planters, as necessary, to ensure appropriate irrigation, trim vegetation and contain growth in planters.

- B. When requested and authorized by the Contract Representative, Contractor will prepare the beds and plant new flowers. Once the new flowers are planted, subsequent care and replanting required during the same season shall be routinely completed by Contractor at no extra cost to the City.

### 3.27. REPAIRS

- A. Contractor may be called upon to do repairs discussed herein for City property.
- B. Project Initiation and Completion.
  - 1. Contractor will furnish emergency, twenty-four-hour service, when necessary: to immediately repair damaged or malfunctioning irrigation systems that are causing area flooding. Emergency repair costs will be reimbursed as Non-Routine services.
  - 2. A pre-project meeting may be held prior to any restoration or repair project. Contractor representatives are required to attend. Items such as, but not limited to, location of entry to site, project schedule, and City concerns will be discussed.
- C. Irrigation Systems. Contractor shall provide all labor, supplies, and equipment necessary for the inspection, maintenance, operations, and repair of the existing plant irrigation system at each affected area. All tools, test kits, vehicles, etc. required for this Work shall be supplied by Contractor. Repairs may be incidental to Landscape Maintenance or may be special call outs due to such reasons as vandalism, accident by others, normal wear, and tear or other.
  - 1. Contractor will obtain prior approval of the Contract Representative for all repairs to be made to irrigation systems. Failure to notify the City may result in non-payment for service.
  - 2. If Contractor is providing Routine Services at the site, then repairs of 3/4" or smaller nominal ID tubing, PVC pipes or irrigation pipe are inclusive in the Routine Services rate and will not be an additional charge to the City. Additionally, maintenance and repair of irrigation systems downstream from solenoid valves shall be Contractor's responsibility and included in the monthly fees.
    - a. Repairs on vinyl tubing, PVC pipes, or irrigation pipes that exceed 3/4" in size may be charged as a Non-Routine service:
      - i. The labor shall be included in the "General Labor" rate of the Non-Routine Work, Pricing Proposal (See Item Pricing Proposal).
      - ii. Any materials (piping, fittings, etc.) used for the referenced service shall be charged as a pass-through cost.
  - 3. For parts and materials over \$500 Contractor shall submit three cost estimates for Contract Representative's approval (Contractor will not artificially "split" the purchase of parts in order to stay under the \$500 limit). Failure to obtain prior authorization may result in non-payment for service.

4. Other repairs will be allowed as Non-Routine Work upon approval by the City. Contractor shall provide the total cost of the repair (materials, parts, and labor) to the Contract Representative for approval prior to the start of Work.
  5. Contractor shall repair system damage no later than two (2) working days after discovery of damage.
- D. Repair Warranties. Contractor shall list on the invoice/service ticket the brand name and part/model number of all replacement parts used. All repairs shall be warranted for a minimum period of ninety (90) calendar days from the date of repair. If the same item must be repaired again for any failure during the warranty period, the follow-up service will be performed at no charge to the City. Any replacement parts that fail during the warranty period shall be replaced at no charge to the City including all labor. Contractor shall honor standard parts warranties exceeding ninety (90) days.

### 3.28. DECOMPOSED GRANITE-REPLACEMENT AND INSTALLATION

- A. The Contractor shall:
1. Contain decomposed granite in planted areas and will sweep it from all curbs, walks, driveways, and roads to provide a consistently tidy appearance.
  2. Rake non-flat surfaces in an upward direction.
  3. Backfill holes, potholes, ruts, settlement, depressions or undermines, and redistribute decomposed granite that eroded or washed away by irrigation leaks, excess rainfall, or slopes that are too steep.
- B. The City may request additional decomposed granite to be installed by the Contractor.
- C. Contractor will replace decomposed granite with the same type, color, size gradation that currently exists on the site. These may vary from one site to another. If a granite match cannot be made, Contractor shall submit a color and gradation sample as a proposed substitution. The sample must be submitted to the Contract Representative for approval prior to ordering or placing any material at any site.
- D. The City may ask Contractor to furnish material; alternatively, the City may provide the decomposed granite and river rock material and request that Contractor install it. Contractor will install granite per Maricopa Association of Governments (MAG) Specification, Section 430, with the exception of pre-emergent applications.
1. The decomposed granite shall be evenly distributed over the area with a minimum depth of two (2) inches. Finish grading will be accomplished, and the granite will be lightly watered and then compacted to an extent satisfactory to the Contract Representative.

### 3.29. HARDSCAPING

- A. Contractor shall:



1. Ensure that non-horticultural elements (hardscaping) within the property such as paving, walkways, rocks, retaining walls, curbing, dividers, curb stops, signage, furnishings, fences, play equipment, art works, and fountains shall be maintained as designed and free of debris. Health and safety shall be considered, especially with regard to potable water, play areas, and equipment.
2. Immediately document and report deterioration or unsafe conditions of any hardscape element of the property to the Department Representatives.
3. Control and remove weeds from hardscape.
4. Sweep and remove debris and graffiti from hardscape.

### 3.30. PRICING AND PAYMENT

- A. Contract pricing is all-inclusive; no separate charges shall be assessed to the City except the pricing specifically stated in the contract or where quotes are specifically allowed in proscribed processes.
- B. Invoices shall be sent to the Contract Representative. If the Contract Representative has no objections to an invoice, the City will endeavor to pay the invoice in full within thirty (30) days after receipt of such invoice. If the Contract Representative objects to an invoice or any portion thereof, the Contract Representative will indicate the objections to Contractor within thirty (30) days after receipt and may withhold payment of the disputed amount.
  1. The following deliverables must be included with invoices, failure to include the deliverables will delay the payment for services performed:
    - a. Monthly service reports
    - b. Receipts for hauling
    - c. Receipts for materials, labor, purchased under Non-Routine Services
    - d. Chemical application documentation
  2. Travel Time. Travel time to and from the job site will not be reimbursable.
  3. Labor. Labor rate will start upon arrival at job site and end upon completion of work that day at job site. Contractor shall not charge portal to portal rates or non-routine charges for service calls.
    - a. This rate does not include travel time to and from jobsite. Nor does the rate include trips to landfills, etc.
  4. Emergencies. No additional service fees will be allowed for jobs declared an emergency. Emergency work will be billed as Routine Work Hours or Non-Routine Work Hours according to the time frame in which the Work occurred.
  5. Rental Equipment. Contractor is responsible to obtain all equipment reasonable and customary to the Work Contractor is tasked with. However, if Contractor feels rental

- equipment is necessary, Contractor shall obtain approval from the Contract Representative prior to renting. In seeking approval, Contractor will submit information to the Contract Representative which describes the special need and lists the equipment description, rental duration and total costs; if Contract Representative gives approval, the City will reimburse Contractor for the cost of the rental. An itemized invoice from the rental firm must be provided with the invoice upon request for payment.
6. Chemical Applications. Weed control is included in Routine Services. However, if the City identifies a special project (i.e. a site not receiving Routine Services from Contractor), Contractor shall confirm the City's expectation for non-routine charges and shall then invoice for pesticide application, indicating the amount of product used and dilution rate.
  7. Non-Routine Services. Unless otherwise indicated below, general labor work rates will apply to on-site work in ½ hour increments with the Contract Representative's prior request and approval. Invoices shall be itemized to show labor and material costs and shall distinguish Non-Routine services from Routine services billing.
    - a. Storm damage clean-up. If Contractor, provides routine landscape maintenance service to the site, Contractor will not charge the City for storm damage cleanup if the total amount of storm debris can be collected in a routine service vehicle. If the storm debris that is collected is greater than a crew can collect and haul in the routine service vehicle, then the Work would be considered non-routine services. If the storm damage includes downed trees the cleanup is considered non-routine services.
      - i. If Contractor does not provide routine landscape maintenance to the site, labor and materials may be billed as non-routine services at the general labor rate and dump fees will be pass-through.
    - b. Irrigation Systems. Unless included in the Routine Services, Irrigation systems repairs and installations shall be billed at the general labor rate indicated in Pricing Proposal, under "Non-Routine Services". For replacement parts necessary to repair or replace existing irrigation systems that are damaged or destroyed as a result of vandalism, accident by others or (if Contractor does not provide landscape maintenance) normal wear and tear material, the City will reimburse Contractor for the actual cost plus a markup to cover overhead, and general labor rate stated in the Pricing Proposal. For payment, Contractor shall submit an original itemized invoice for each job.
      - i. In the event Contractor already owns repair parts that are used for an emergency repair, Contractor will be reimbursed a fair and reasonable price for those parts as determined by Contract Representative. All emergency repair labor will be reimbursed at the general labor rates indicated in Pricing Proposal.

- c. Removal, replacement and installation of any landscape material and vegetation necessitated beyond the control of Contractor.
    - i. Tree Removals. Tree Removals necessary for reasons outside of Contractor's control will be charged to the City by caliper size as additional work.
    - ii. Plants. Plant removals necessary for reasons outside of Contractor's control will be charged to the City as additional work.
    - iii. Decomposed Granite. Installation of non-replacement granite will be billed as additional services at the contracted labor rate and cost plus for materials. Contractor is responsible for costs necessary to maintain and replace existing granite at Routinely serviced sites.
  - d. Flower Planting. Planting of new flowers, including bed preparation, will be reimbursed as Additional Work at the contracted labor rate and cost plus for materials, unless otherwise stated in Department Exhibit.
  - e. Repair of Landscape Features. Repairs to concrete, fencing, block/brick, and tile repairs (landscape features only) within Contractor's Arizona Registrar of Contractors license scope. This work will be billed at the contracted labor rate and cost plus for materials. In the event subcontractors are used, subcontractors shall do work only within their Arizona Registrar of Contractors' licenses and shall be billed at cost plus for subcontractor services.
  - f. Replacement Plant Material. For plant material damaged or destroyed as a result of vandalism or other causes beyond the control of Contractor, City will reimburse Contractor at the prices listed in the Pricing Proposal at the general labor rate. The City may, at its option, provide replacement plant material.
8. Chemical erosion control. Contractor will bill chemical erosion control at contracted labor rate and cost plus for materials.
  9. Palm Tree Peeling, Shaving or Scaling. Contractor shall charge the City price per linear foot, which shall include clean up and disposal of all debris.
  10. Pruning. Pruning of trees located on a site that Contractor provides Routine landscaping services is included in Contractor's stated rate.
    - a. If Contractor does not provide regular grounds and landscape maintenance to the site, Contractor may charge hourly rates for pruning.
  11. Waste Disposal. Generally, applicable dumping and disposal fees are included in the prices offered; Contractor shall not bill for these as separate charges.
    - a. Contractor will not charge the City to dispose of illegally dumped material if the total amount of material can be collected by one person in a standard service vehicle. However, material in excess of this amount may be billed as additional work at the standard labor rate.

### 3.31. CONTRACTOR RESPONSIBILITY AND DAMAGES

- A. Contractor shall remedy or cause to be remedied, at Contractor's expense, any problems, or damages (to include assessed fines) arising out of Contractor's failure to perform the Work in accordance with this Contract. If Contractor does not take the necessary corrective action within a reasonable time after notification by the City, the City may take such corrective action through itself or through contract with others and shall charge Contractor for all such costs incurred by the City. Necessary corrective action shall mean returning damaged property to a state as good as or better than prior to the incident causing the damage, to the satisfaction of the City. If Contractor does not possess proper licensure to perform the corrective action, Contractor shall arrange for the corrective action to be accomplished by a properly licensed entity; such entity shall be approved by the City who shall not unreasonably withhold approval.
- B. The rights and remedies of the City provided for in this section are in addition to and do not limit any other rights and remedies available to the City at law or in equity.
1. Examples of Contractor Damage and Corrective Action. Damage Contractor will be responsible for will include, but not be limited to, the following examples:
- a. Damage to motion detection systems near fencing damaged by Contractor during edging. Contractor will be responsible for replacing / repairing the system as deemed necessary by the City, at no cost to the City.
  - b. Damages to the site during Contractor's tree pruning process. Corrective action may include but not be limited to painting scratched walls, repairing sprinklers and sprinkler lines, and repairing roof or turf.
  - c. Damage to trees and other plant material that dies or becomes unhealthy due to mismanagement of maintenance, negligence or deficient performance (i.e. soil sterilization, runoff, and drift onto adjacent properties caused by the application of chemicals, inappropriate use of pesticides or fertilizers or the failure to take normal precautions to control weeds, insect, rodents and disease; transplant shock, lack of water or care, disease or pest infestation resulting from improper plant maintenance, etc.) by Contractor; corrective action will be treatment or removal and replacement by Contractor, at City's sole option and at no additional cost to the City.
  - d. In the event of a disagreement as to Contractor's cost liability for the plant replacement, the City shall make the final determination, based on a review of the circumstances causing the plant demise.
  - e. Damages to trees caused by improper staking or wire/hose buffer adjustments. At Contractor's cost, Contractor shall replace trees that are damaged.

- f. Damages and injuries arising from irrigation running into the street due to defective sprinkler/irrigation system. If water should run into the street, Contractor will be liable under Phoenix City Code Sec. 23-33. (Copy available upon request).
  - g. Contractor will ensure any repair/restoration of damages is performed at no additional cost to the City.
  - h. Damages to existing watering systems that are caused by Contractor's actions or the actions of Contractor's employees. Contractor shall provide, at Contractor's expense, necessary repairs or replace these damaged systems no later than two working days after discovery of damage.
  - i. Damages to City property or private property (including, but not limited to, sidewalks, driveway entrances, alley entrances, curbs, gutters, streets, irrigation pipes, ditches, and gates) beyond normal wear and tear, caused by Contractor's activities.
  - j. Damages to or defacing of items due to Contractor's negligence.
  - k. Fines for trees or other foliage failing to maintain clearances required by Ordinance.
2. Notification. Contractor shall notify the appropriate Contract Representative of any damage that has been incurred to person or property, public or private prior to entering property or commencing work. Failure to do so may cause the City to hold Contractor responsible for damages discovered after commencement of work.

### 3.32. EQUIPMENT

- A. Contractor shall provide and maintain during the entire period of this contract, equipment sufficient in number, operational condition, and capacity to efficiently perform the work and render the services required by this contract.
- B. Legality and Safety.
  1. Contractor shall ensure all of Contractor's equipment is in compliance with all manufacturers, OSHA, ANSI, and DOT standards and/or regulations governing such equipment.
  2. Contractor shall maintain vehicles in good repair, appearance, and sanitary condition always.
  3. All vehicles used by Contractor must be appropriately licensed and clearly identified with a vehicle number.
  4. Contractor shall have a current inspection certificate for bucket and aerial lifts Contractor uses under this contract.
  5. Leaf blowers are not permitted in this contract. Contractor's gas cans and other portable fuel containers shall be low-emissions gas cans and factory labeled "This

- Container Complies with U.S. EPA Emissions Regulations for Portable Fuel Containers (40 CFR Part 59, Subpart F).
6. Contractor's over-size vehicles will be permitted with a City of Phoenix Oversize/Overweight permit, as necessary, and will be in compliance with required restrictions.
  7. Regarding vehicles transporting chemicals, (See Subsection 3.19., USE OF CHEMICALS).
  8. Identification. The name of the company, address of local office and phone number of local office shall be on each side of the equipment, including personnel transportation vehicles. The letters should be at least three inches high and of proportionate width, in distinctly contrasting color with the background, and in plain view of the public.
  9. City's Inspection. The City reserves the right to inspect Contractor's equipment at any time to ascertain said condition, and to deny use of inappropriate equipment.
  10. City of Phoenix reserves the right to review all maintenance records and inspection certification on aerial truck if used.

### 3.33. REPORTING

- A. Weekly Maintenance Report. Contractor shall maintain and keep current a weekly report form that records all Routine, seasonal, Non-routine Work, emergency services, and maintenance functions performed by Contractor personnel or agents. The report shall be in a form that is acceptable to the Contract Representative. Contractor shall provide, to the Contract Representative, an electronic copy of weekly report(s). Report(s) shall be submitted monthly, by 12:00 p.m. on the 28th day of each month. The report shall be created in Microsoft Excel and shall document inspection results and services rendered for each location during the previous month. The report shall be kept on site at each location, unless otherwise indicated by the Contract Representative. The weekly reports shall at a minimum, consist of the following:
  1. All work items (including but not limited to landscape and irrigation services) completed the previous week.
  2. All scheduled items not completed during the previous week with an explanation of the why the work was not completed.
  3. A detailed account of pesticide, herbicide, or insecticide treatments, including exact location, quantity, chemical name, and EPA registration number.
  4. Condition of landscape (repairs, dead plants/ replacement, etc.) and weed control.
  5. Facility inspections completed the previous week. In this report Contractor shall include the information about:
    - a. zones checked

- b. irrigation schedule
  - c. confirmation of seasonal changes to irrigation programming
  - d. any damage to irrigation system
  - e. all diseased, vandalized, stressed, etc. plant material (each plant shall be categorized by replacement cost and who is responsible for replacement cost)
- B. Annually (or semi-annually if requested by Contract Representative). Contractor shall electronically submit to the Department Representatives by June 30th of each year, a tabulated (MS Excel) summary report by property of all landscape maintenance/services rendered for all locations with recommendations for improvement for the preceding fiscal year (July through June). The annual report shall be compiled from monthly report information and data.
- C. Ad-hoc. Contractor shall provide, to the Contract Representative written notifications via email and (where noted) immediate phone notifications of any of the following conditions:
- 1. Plant material, which is diseased, vandalized, stressed, etc. (Immediately)
  - 2. Damaged or malfunctioning irrigation systems (Immediately)
  - 3. Necessary changes to irrigation schedules other than seasonal changes
  - 4. Recommended plant replacements or new plant installations for City approval.
  - 5. Any conditions which may require action by the City such as vandalism (to include graffiti), vagrants, etc. Contractor shall report these items immediately as a police report may be necessary.
  - 6. Hazardous conditions, not caused or correctable by Contractor, and major irrigation system problems should be reported to the City immediately by phone.
  - 7. Any use of any pesticides/chemicals on the Arizona Department of Environmental Quality's Aquifer Protection Permit groundwater protection list.

### 3.34. LOCATIONS

- A. **Freeway Landscape** – ADOT right of way that is managed by the City of Phoenix. This is divided into two separate zones:
- 1. (1) North Zone – approximately 17.1 million square feet, and (2) South Zone – approximately 5.6 million square feet.
  - 2. Monthly Routine Service.
    - a. Routine Service will include the general cleaning, graffiti removal, weed control, irrigation systems inspection, scheduling and minor repairs, and the implementation of Sustainable Landscape Management practices as defined by The Arizona Landscape Contractor Association for the care and upkeep of all the

landscaping for the location including but not limited to plants, bushes, shrubs, and trees.

- i. This includes the removal of debris and potentially hazardous material associated with unauthorized and illegal camps.

3. Reference Exhibit 1

B. **Street Landscape** – Landscaped areas are generally described as City right of ways, streets, traffic circles and medians. This is divided into four separate zones:

1. (1) North Zone – approximately 6.2 million square feet, (2) North Central Zone – approximately 8.3 million square feet, (3) South Zone- approximately 6.3 million square feet, and (4) South Central Zone – approximately 7.5 million square feet.

2. Monthly Routine Service.

- a. Routine Service will include the general cleaning, graffiti removal, weed control, irrigation systems inspection, scheduling and minor repairs, and the implementation of Sustainable Landscape Management practices as defined by The Arizona Landscape Contractor Association for the care and upkeep of all the landscaping for the location including but not limited to plants, bushes, shrubs and trees under twelve feet (12') in height.

3. Reference Exhibit 2

C. **Water Conveyance Channels** – Dedicated Natural Washes and man-made channels throughout the city.

1. As needed, annual Routine Service.

- a. Routine Service will include the pruning and removal of trees, shrubs, and other plants for the express purpose of preventing fire hazards. It will also include weed trash and other debris removal; this includes potentially hazardous material associated with unauthorized and illegal camps.

2. All of Section 404 of the Waters of the U.S. restrictions apply.

3. Specific locations and assignments will be determined and assigned by the Contract Representative.

4. The Grand Canal Maintenance zone is approximately 1.5 million square feet.

D. **Multiuse Pathways and Trails** – Paved pathways along canals and greenbelts. Approximately 23 miles of pathways.

1. Monthly Routine Service with weekly litter collection.

- a. Routine Service will include the general cleaning, graffiti removal, weed control, irrigation systems inspection, scheduling and minor repairs, and the implementation of Sustainable Landscape Management practices as defined by



The Arizona Landscape Contractor Association for the care and upkeep of all the landscaping for the location including but not limited to plants, bushes, shrubs and trees under twelve feet (12') in height.

- i. This includes the removal of debris and potentially hazardous material associated with unauthorized and illegal camps.
2. All of Section 404 of the Waters of the U.S. restrictions apply.
3. Reference Exhibit 4

**E. Retention Basins** – Retention and detention basins located throughout the City.

1. Approximately 3.8 million square feet.
2. Monthly Routine Service.
  - a. Routine Service will include the general cleaning, graffiti removal, weed control, irrigation systems inspection, scheduling and minor repairs, and the implementation of Sustainable Landscape Management practices as defined by The Arizona Landscape Contractor Association for the care and upkeep of all the landscaping for the location including but not limited to plants, bushes, shrubs, and trees.
    - i. This includes the removal of debris and potentially hazardous material associated with unauthorized and illegal camps.

3. Locations

- a. 4602 W Pinnacle Peak Dr
- b. 2700 South Mountain Ave
- c. 4100 W Baseline Rd
- d. 6801 E Princess Dr
- e. 4501 S Shea Blvd
4. Reference Exhibit 5

**F. Dams and Levees** – Earthen dams and impoundment areas located throughout the City.

1. Annual Routine Service.
  - a. Routine Service will include removing excessive vegetation that may compromise the integrity of the dams and levees, thinning out vegetation to allow for easier inspection and maintenance, and ensuring compliance with environmental and safety regulations.
2. Reference Exhibit 6

### 3.35. SEASONAL LANDSCAPE WATERING GUIDELINES

“Water Use it Wisely”

<b><i>Landscape Watering Guidelines</i></b>						
<b>How Much &amp; How Often</b>		<b>Seasonal Frequency - Days Between Waterings</b>				<b>Water This Deeply</b>
		<b>Spring Mar - May</b>	<b>Summer May - Oct</b>	<b>Fall Oct - Dec</b>	<b>Winter Dec - Mar</b>	
<b>Trees</b>	<b>Desert Adapted</b>	<b>14 - 30 days</b>	<b>7 - 21 days</b>	<b>14 - 30 days</b>	<b>30- 60 days</b>	<b>24 - 36 inches</b>
	<b>High Water Use</b>	7 - 12 days	7 -10 days	7 - 12 days	14 - 30 days	24 - 36 inches
<b>Shrubs</b>	<b>Desert Adapted</b>	<b>14 - 30 days</b>	<b>7 - 21 days</b>	<b>14- 30 days</b>	<b>30 - 45 days</b>	<b>18 - 24 inches</b>
	<b>High Water Use</b>	7 - 10 days	5 - 7 days	7 - 10 days	10 - 14 days	18 - 24 inches
<b>Groundcovers &amp; Vines</b>	<b>Desert Adapted</b>	<b>14 - 30 days</b>	<b>7 -21 days</b>	<b>14- 30 days</b>	<b>21 - 45days</b>	<b>8 - 12 inches</b>
	<b>High Water Use</b>	7 - 10 days	2 - 5 days	7 - 10 days	10 - 14 days	8 - 12 inches
<b>Cacti &amp; Succulents</b>		<b>21 - 45 days</b>	<b>14 - 30 days</b>	<b>21 - 45 days</b>	<b>If needed</b>	<b>8 - 12 inches</b>
<b>Annuals</b>		3 - 7 days	2 - 5 days	3 - 7 days	5 - 10 days	8 - 12 inches
<b>Warm Season Grass (Bermuda, etc.)</b>		<b>4 - 14 days</b>	<b>3 - 6 days</b>	<b>6 - 21 days</b>	<b>15 - 30 days</b>	<b>6 - 10 inches</b>
<b>Cool Season Grass (Rye, Fescue)</b>		3 - 7 days	None	3 -10 days	7 - 14 days	6-10 inches
<p>These guidelines are for established plants (1 year for shrubs, 3 years for trees). Additional water is needed for new plantings or unusually hot or dry weather. Less water is needed during cool or rainy weather.</p> <p><b><i>Drip run times are typically 2 hours or more for each watering.</i></b></p>						

## 4. Evaluation Process

### Evaluation Criteria

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	<p><b>QUALIFICATIONS AND EXPERIENCE</b></p> <p>All questions are worth 50 points each.</p> <p>A. Describe Offeror's experience with the Arizona Landscape Contractors Association's Sustainable Landscape Management practices. (Reference sections 1.2. and 3.4.D.)</p> <p>B. Provide a one (1) page resume for each key staff position (contract manager, arborist, irrigation technician), including a description of additional water conservation experience or training. (Reference section 3.6.)</p> <p>C. Describe the communications plan, system, technology for communicating with and managing workers at multiple locations. (Reference section 3.8.)</p> <p>D. Discuss the training programs for staff to train workers on the requirements related to routine services. (Reference sections 3.6.K.; 5.3.E.1.; 5.20.F.; 6.41.; 6.51.; and 6.56.)</p> <p>E. Describe Offeror's policies and procedures for notification of unsafe or hazardous conditions. (Reference sections 3.12.B.; 3.14.B.8.a.; 3.17.C.; 3.17.H.; 3.18.E.2.b. 3.29.A.2.; and 3.33.C.6.)</p> <p>F. Describe Offeror's policies, procedures, and training programs for proper traffic control. (Reference sections 3.17.D. through 3.17.F.1. and 6.54.)</p> <p>G. Describe Offeror's spill prevention and control program. (Reference sections 3.19.L.; 6.56.; and 7.2.)</p>	Points Based	350 (35% of Total)
2.	<p><b>CAPACITY</b></p> <p>All questions are worth 40 points each.</p> <p>A. Describe how Offeror will ensure manpower is held at the appropriate levels to perform all services required for each specific site(s) to which Offeror is submitting a proposal. (Reference section 3.2.)</p> <p>B. Describe how Offeror will determine staffing levels for servicing emergency callouts. Specifically, how will Offeror guarantee enough manpower is available during</p>	Points Based	200 (20% of Total)

	<p>high-volume times such as monsoon season. (Reference sections 3.12.B.; 3.17.D.; and 3.27.B.1.)</p> <p>C. Describe Offeror's policies, procedures, and systems for managing the staffing of multiple locations. (Reference sections 1.2.; 3.2. 3.4.B.; 3.5.M.; and 3.6.A.)</p> <p>D. Describe Offeror's policies and systems to ensure the English language requirement is met. (Reference sections 3.6. and 6.35.)</p> <p>E. Describe how Contractor shall communicate with the City, to discuss capacity, staffing, and any other operational issues, to ensure that the City of Phoenix retains a necessary level of service. (Reference sections 3.8.D.)</p>		
3.	<p><b>METHOD OF APPROACH</b></p> <p>All questions are worth 50 points each.</p> <p>A. Describe the methods and training programs used to comply with OSHA and Arizona Structural Pest Control Commission Rules and Regulations. (Reference sections 3.17.B. and 6.56.)</p> <p>B. Describe Offeror's policies and procedures for maintaining equipment and meeting the required standards for equipment. (Reference sections 1.2.; 3.2.; 3.4.B.; and 3.32.)</p> <p>C. Describe the Offeror's company policies and procedures for applying pesticides, herbicides, and other chemicals. (Reference sections 3.19. and 6.57.)</p> <p>D. Describe the methods and training programs used to comply with Arizona Landscape Contractors Association's Sustainable Landscape Management practices. (Reference sections 1.2. and 3.4.D.)</p> <p>E. Describe your approach with regard to providing necessary services given the size of the locations listed in this procurement. (Reference sections 3.6.A.; 3.10.; and 3.34.)</p>	Points Based	250 (25% of Total)
4.	<p><b>PRICE</b></p> <p>Please complete the Pricing Proposal.</p>	Points Based	200 (20% of Total)

## 5. Standard Terms and Conditions

### 5.1. 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.

## 5.2. Contract Interpretation

- A. **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.
- B. **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:
1. Federal terms and conditions, if any
  2. Special terms and conditions
  3. Standard terms and conditions
  4. Amendments
  5. Statement or scope of work
  6. Specifications
  7. Attachments
  8. Exhibits
  9. Instructions to Contractors
  10. Other documents referenced or included in the Solicitation
- C. **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.
- D. **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.

- E. **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.
- F. **Parol 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.

### 5.3. Contract Administration and Operation

- A. **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.
- B. **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.
- C. **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.

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.
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.



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. **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.
- D. **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:
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.
  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.
  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.
- E. **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:
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.
  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.
  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).
- F. **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.

- G. **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.
- H. **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.
- I. **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.

#### 5.4. Costs and Payments

- A. **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.
- B. **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.
- C. **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.
- D. **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.

- E. **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.
- F. **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.
- G. **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.
- H. **F.O.B. Point:** All prices are to be quoted F.O.B. destination, unless specified elsewhere in this solicitation.

## 5.5. Contract Changes

- A. **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.
- B. **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.
- C. **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.

## 5.6. Risk of Loss and Liability

- A. **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.
- B. **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.
- C. **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.
- D. **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.
- E. **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.

- F. **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.

## 5.7. 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.

- A. **Non-Exclusive Remedies:** The rights and remedies of the City under this Contract are non-exclusive.
- B. **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.
- C. **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.
- D. **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.
- E. **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.
- F. **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.
- G. **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.

## 5.8. Contract Termination

A. **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.

B. **Conditions and Causes for Termination:**

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.
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:
  - In the opinion of the City, Contractor provides personnel who do not meet the requirements of the contract;
  - In the opinion of the City, Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this contract;
  - 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;
  - Contractor fails to furnish the required service and/or product within the time stipulated in the contract;
  - 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.

- C. **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.

## 5.9. Notice

All notices, consents, approvals, and other communications ("Notice") between the City and Contractor that are required to be given under this Contract shall be in writing and given by (1) personal delivery, (2) email with return receipt requested (read receipt), (3) facsimile transmittal with delivery confirmation, (4) prepaid delivery to any commercial air courier or express delivery service, or (5) registered or certified mail, postage prepaid and return receipt requested, through the United States Postal Service.

Notices to the City shall be sent to: City of Phoenix Finance Department, Procurement Division [Procurement@phoenix.gov](mailto:Procurement@phoenix.gov).

Notice to Contractor shall be sent to the person at the mailing address, email address, or fax number listed by Contractor in its Offer in Submittal Forms - Offer Page.

## 5.10. 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.

## 5.11. 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.

## 5.12. 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.

### 5.13. 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.

### 5.14. 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.

### 5.15. 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.

### 5.16. 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.



## 5.17. 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.

## 5.18. 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.

## 5.19. Claims or Demands Against the City

- A. Contractor acknowledges and accepts the provisions of Chapter 18, Section 14 of the Charter of the City of Phoenix, pertaining to claims or demands against the City, including provisions therein for set-off of indebtedness to the City against demands on the City, and Contractor agrees to adhere to the prescribed procedure for presentation of claims and demands. Nothing in Chapter 18, Section 14 of the Charter of the City of Phoenix alters, amends or modifies the supplemental and complementary requirements of the State of Arizona Notice of Claim statutes, Arizona Revised Statutes §§ 12-821 and 12-821.01, pertaining to claims or demands against the City. If for any reason it is determined that the City Charter and state law conflict, then state law will control.
- B. Moreover, nothing in this Agreement will constitute a dispute resolution process, an administrative claims process, or contractual term as used in Arizona Revised Statutes § 12-821.01(C), sufficient to affect the date on which the cause of action accrues within Arizona Revised Statutes § 12-821.01(A) and (B).

## 5.20. Contractor Requirements for the Mitigation of Heat-Related Illnesses and Injuries in the Workplace

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:

- A. Availability of sanitized cool drinking water free of charge at locations that are accessible to all employees and contract workers.

- B. Ability to take regular and necessary breaks as needed and additional breaks for hydration.
- C. Access to shaded areas and/or air conditioning.
- D. Access to air conditioning in vehicles with enclosed cabs. All such vehicles must contain functioning air conditioning by no later than May 1, 2025.
- E. Effective acclimatization practices to promote the physiological adaptations of employees or contract workers newly assigned or reassigned to work in an outside environment.
- F. 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. Special Terms and Conditions**

### **6.1. Term of Contract**

The term of this Contract will commence on or about July 1, 2025, and will continue for a period of five (5) years thereafter.

### **6.2. FOB Unloaded**

Prices quoted shall be FOB as specified on the City of Phoenix purchase order and unloaded.

### **6.3. 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.

### **6.4. 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.

### **6.5. Method of Invoicing**

Invoice must be emailed in .pdf format to [invoices@phoenix.gov](mailto: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

## 6.6. Method of Payment

Payment to be made from Contractor's invoice and a copy of the signed delivery/service ticket submitted to cover items received and accepted during the billing period.

## 6.7. Partial Payments

Partial payments are not authorized on individual purchase orders. Payment will be made upon final delivery and acceptance of all goods and services on the purchase order.

## 6.8. 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.

## 6.9. Estimated Quantities or Dollar Amounts

Quantities and dollar amounts listed are the City's best estimate and do not obligate the City to order or accept more than City's actual requirements during the period of this agreement, as determined by actual needs and availability or appropriated funds. It is expressly understood and agreed that the resulting contract is to supply the City with its complete actual requirement for the contract period.

## 6.10. 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.

## 6.11. 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.

## 6.12. 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.

## 6.13. 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.

## 6.14. 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.

## 6.15. 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.

## 6.16. 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.

## 6.17. Delivery

All deliveries shall be made as specified on the City of Phoenix purchase order, local time, Monday through Friday, excluding City holidays. City holiday calendar: <https://www.phoenix.gov/calendar/holidays>

## 6.18. Delivery / Service Ticket

Contractor shall provide a packing list or service ticket for items delivered to the City or services provided to the City. Tickets should include the following and a legible copy shall be provided to the City:

- Date
- City purchase order number
- Written description of services which were provided
- Itemized list of materials which were delivered, including quantity
- A unique identification number and Contractor name
- Signature of City employee who accepted for the materials/services

## 6.19. 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.

## 6.20. 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.

### 6.21. 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 \$3,000. 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.

### 6.22. Single Source for Warranty Work

Contractor shall be fully responsible for all warranty work. In addition, Contractor shall have or establish a single local Phoenix source that will accomplish or coordinate any necessary warranty work. Contractor shall respond to requests for repairs within one business day after a verbal request by the City.

### 6.23. Equipment Installation

All equipment shall be completely assembled and installed by the Contractor and ready for use on the City's property at as specified on the City of Phoenix purchase order.

### 6.24. Industry Standards

It is intended that the manufacturer in the selection of components will use material and design practices that are the best available in the industry for the type of operating conditions to which the item will be subjected. Component parts shall be selected to give maximum performance, service life and safety and not merely meet the minimum requirements of this specification. All parts, equipment and accessories shall conform in strength, quality of material and workmanship to recognized industry standards.

The term "heavy duty" if used in these specifications shall mean that the item to which the term is applied shall exceed the usual quantity, quality, or capacity supplied with standard production items and it shall be able to withstand unusual straining, exposure, temperature, wear and use.

The City reserves the right to waive minor variations if, in the opinion of the City's authorized Department representative, the basic unit meets the general intent of these specifications.

The product offered shall not include a major component that is of a prototype nature or has not been in production for a sufficient length of time to demonstrate reliability.

If the specifications stated herein for component items do not comply with legal requirements, the Contractor shall so notify the City prior to the offer opening due date.

## 6.25. Inspection and Acceptance

Each product delivered shall be subject to complete inspection by the City prior to acceptance. Inspection criteria shall include, but not be limited to, conformity to the specifications, mechanical integrity, quality, workmanship and materials. Ten business days will be allowed for this process. If delivered items are unacceptable and returned to the Contractor prior to acceptance, an additional five business days will be allowed for inspection when subsequent delivery occurs. It shall be the Contractor's responsibility to pick up unacceptable products, correct the deficiencies, and return the product following the corrections.

## 6.26. Inventory Levels

Contractor's inventory levels of the items may be a factor in the City's award decision. Contractor will be required to maintain sufficient local inventory to provide daily support of the City's requirement. Failure to supply sufficient support may result in cancellation of the contract.

## 6.27. New Equipment

All items offered shall be new equipment supplied from the manufacturer. Offers for remanufactured/refurbished equipment will be considered as non-responsive and rejected.

## 6.28. Product Discontinuance

The City may award contracts for products and/or models of equipment because of this solicitation. If a product or model is discontinued by the manufacturer, the City, in its sole discretion, may allow the Contractor to provide a substitute for the discontinued item. Contractor shall request permission to substitute a new product or model and will provide the following:

- A formal announcement from the manufacturer that the product or model has been discontinued.
- Documentation from the manufacturer that names the replacement product or model.
- Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original solicitation.
- Documentation that provides clear and convincing evidence that the replacement will be compatible with all functions or uses of the discontinued product or model.
- Documentation from the manufacturer confirming that the price for the replacement item will be the same as the discontinued item.
- The Chief Procurement Officer will be the sole judge in determining the allowable substitute, new product or model change for discontinued item.

## 6.29. Pallet Charge

All pallets supplied shall be non-refundable, no-deposit.

### **6.30. Removal and Trade-In of Equipment**

Trade-in equipment offered in this solicitation will be as-is, where-is with no warranty either expressed or implied as to current condition. All costs, labor, and equipment required for the removal will be the responsibility of the Contractor.

### **6.31. Repair and Replacement Parts Guarantee**

Following the expiration of any express or implied warranty applicable to those goods, furnished to the City under this contract, Contractor agrees to supply the City (as well as its agents, representatives, Contractors, and hires) with in-stock repair and replacement parts carrying a full manufacturer's warranty at a cost that shall not exceed the cost it would charge if it were contracted to service or install those repair and replacement parts.

### **6.32. Replacement Parts Availability**

A response to this solicitation shall constitute a guarantee by the Contractor that a stock of replacement parts for the specified equipment is locally available. Captive parts must be available within 48 hours following the placement of an order. Contractor shall provide parts delivery, to include deliveries on Saturday. If special handling and/or freight are required, the Contractor will assume all charges.

### **6.33. Start-up Supplies**

All necessary supplies for initial operation shall be provided with the equipment at the time of installation by the Contractor at no additional cost to the City.

### **6.34. Substitution of Specified Items**

Whenever in the specifications any item or process is requested or identified by manufacturer name, proprietary name, or patent such specifications shall be used to facilitate descriptions of the item or process and shall be followed by the words "or equal". The Contractor may offer any item or process that is equal in every respect. However, if the item or process delivered is not, in the opinion of the City of Phoenix, equal in every respect to the specifications, then the Contractor must furnish the item or material that is equal, in the opinion of the City.

### **6.35. 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.

### **6.36. 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.



### 6.37. 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.

### 6.38. Service Locations

To minimize the City's transportation and handling costs, the Contractor's location(s) will be a factor in the City's award decision.

### 6.39. Telephone Use

Contractor shall be allowed job-related use of City telephone service at no cost to the Contractor and as designated by the City for use. The Contractor will pay any cost to repair damage caused by Contractor to the telephone equipment over and above normal wear and tear. Toll calls are not permitted by Contractor employees.

A list of emergency telephone numbers shall be maintained at the work locations by the Contractor and will include the Police and Fire Departments.

Personal cell phone use by Contractor employees is prohibited while performing duties under this contract. Telephone calls from all types of phones are restricted to breaks and lunches. Emergency calls will be placed and received at designated City telephones only. This includes communications between Contractor Management and onsite employees.

### 6.40. Transition of Contract

Contractor will, without limitation, provide important information to a successor Contractor and the City to ensure continuity of service at the required level of proficiency and agrees to provide to the City all files, supplies, data, records, and any other properties or materials of the City, which the City owns or has rights to pursuant to this contract and which are in the possession of Contractor. The provisions of this section will survive the expiration or termination of this contract.

### 6.41. 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.

### 6.42. Background Screening

Contractor agrees that all Contractor and subcontractors' workers (collectively "Contract Worker(s)") pursuant to this Agreement will be subject to background and security checks and screening (collectively "Background Screening") at Contractor's sole cost and expense, unless otherwise provided for in the scope of work. Contractor's background screening will comply with all applicable laws, rules and regulations. Contractor further agrees that the background screening is necessary to preserve and protect the public health, safety and welfare. The City requires a

completed Contract Worker Badge/Key/Intrusion Detection Responsibilities Agreement for each Contract Worker who requires a badge or key.

#### **6.43. Background Screening Risk Level**

The City has established two levels of risk: Standard and Maximum risk. If the scope of work changes, the City may amend the level of risk, which could require the Contractor to incur additional contract costs to obtain background screens or badges.

#### **6.44. Terms of This Section Applicable to all Contractor's Contracts and Subcontracts**

Contractor will include Contract Worker background screening in all contracts and subcontracts for services furnished under this agreement.

#### **6.45. Materiality of Background Screening Requirements; Indemnity**

The background screening requirements are material to City's entry into this agreement and any breach of these provisions will be deemed a material breach of this contract. In addition to the indemnity provisions set forth in this agreement, Contractor will defend, indemnify and hold harmless the City for all claims arising out of this background screening section including, but not limited to, the disqualifications of a Contract Worker by Contractor. The background screening requirements are the minimum requirements for the Agreement. The City in no way warrants that these minimum requirements are sufficient to protect Contractor from any liabilities that may arise out of the Contractor's services under this Agreement or Contractor's failure to comply with this section. Therefore, Contractor and its Contract Workers will take any reasonable, prudent and necessary measures to preserve and protect public health, safety and welfare when providing services under this Agreement.

#### **6.46. Continuing Duty; Audit**

Contractor's obligations and requirements will continue throughout the entire term of this Agreement. Contractor will maintain all records and documents related to all background screenings and the City reserves the right to audit Contractor's records.

#### **6.47. Variances and Exemptions**

Contract Workers who fall under the following areas may be considered exempt from this policy:

- Federal Homeland Defense Bureau.
- Transportation Security Administration.
- Federal Aviation Administration.
- Department of Public Safety (DPS) Administration – presenting a current Level One Department of Public Safety fingerprint card.
- Arizona or other State Bars.
- Other background checks performed within the last three to five years may be approved if they fit all required criteria herein, at the City's discretion.

## 6.48. Background Screening – Standard Risk

- A. **Determined Risk Level:** The current risk level and background screening required is STANDARD RISK LEVEL
- B. **Standard Risk Level:** A standard risk background screening will be performed when the Contract Worker's work assignment will:
1. require a badge or key for access to City facilities; or
  2. allow any access to sensitive, confidential records, personal identifying information or restricted City information; or
  3. allow unescorted access to City facilities during normal and non-business hours.
- C. **Requirements:** The background screening for this standard risk level will include a background check for real identity/legal name and will include felony and misdemeanor records from any county in the United States, the state of Arizona, plus any other jurisdiction where the Contractor worker has lived at any time in the preceding seven years from the Contract Worker's proposed date of hire.
- D. **Contractor Certification; City Approval of Background Screening:** Unless otherwise provided for in the Scope, Contractor will be responsible for:
1. determining whether Contract Worker(s) are disqualified from performing work for the City for standard risk level background checks; and,
  2. for reviewing the results of the background check every five years; and,
  3. to engage in whatever due diligence is necessary to make the decision on whether to disqualify a Contract Worker; and,
  4. Submitting the list of qualified Contract Workers to the contracting department.
  5. For sole proprietors, the Contractor must comply with the background check for himself and any business partners, or members or employees who will assist on the contract and for whom the requirements of the Agreement apply.
  6. By executing this agreement, Contractor certifies and warrants that Contractor has read the background screening requirements and criteria in this section, and that all background screening information furnished to the City is accurate and current. Also, by executing this agreement, Contractor further certifies and warrants that Contractor has satisfied all background screening requirements for the standard risk background screening, and verified legal worker status, as required.

## 6.49. Security Inquiries

Contractor acknowledges that all of the employees that it provides pursuant to this Contract shall, at Contractor's expense, be subject to background and security checks and screening at the request of the City. Contractor shall perform all such security inquiries and shall make the results available to the City for all employees considered for performing work (including supervision and

oversight) under this Contract. City may make further security inquiries. Whether or not further security inquiries are made by the City, City may, at its sole, absolute and unfettered discretion, accept or reject any or all of the employees proposed by the Contractor for performing work under this Contract. Employees rejected by the City for performing services under this Contract may still be engaged by Contractor for other work not involving the City. An employee rejected for work under this Contract shall not be proposed to perform work under other City contracts or engagements without the City's prior approval.

The City, in its sole discretion, reserves the right, but not the obligation to:

- require an employee/prospective employee of the Contractor to provide fingerprints and execute such other documentation as may be necessary to obtain criminal justice information pursuant to A.R.S. 41-1750 (G) (4);
- act on newly acquired information whether or not such information should have been previously discovered;
- unilaterally change its standards and criteria relative to the acceptability of Contractor's employees and/or prospective employees; and
- object, at any time and for any reason, to an employee of Contractor performing work (including supervision and oversight) under this Agreement. Contractor will bear the costs of all inquiries requested by the City.

## 6.50. 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.

## 6.51. Confined Space Structure Entry

Services performed under this agreement may require Contractor personnel to enter confined spaces. Contractor will be required to furnish equipment for confined space entry and must comply with OSHA regulation 1910.146 or most recent regulation. Contractor shall provide all necessary personnel, supplies, and equipment to satisfy the confined space entry program including, but not limited to, designated rescue personnel, appropriate fall protection supplies, atmospheric monitors and retrieval systems.

Contractor shall have a written Confined Space Entry Program that meets all Federal, State and local regulations and will be required to submit a copy of this program to the City for review and acceptance. The City reserves the right to modify the Contractor's Confined Space Entry Program where it is determined to be in the best interest of the City. Contractor will be required to fully

comply with the final approval Confined Space Entry Program while performing work at all City locations.

Contractor's supervisory personnel shall have successfully completed an accredited Confined Space Entry Training Program and a 40-hour HAZWOPER Training Program. Certifications or Certificates of Completion must be current.

## 6.52. 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.

## 6.53. 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.

#### 6.54. Equipment / Safety

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 flow of vehicular traffic shall not be impeded at any time during this project. 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 during the performance of the Contractor.

#### 6.55. Hazardous Materials Requirement SDS

Contractor shall provide a copy of the current Safety Data Sheet (SDS) for the product(s) offered. The SDS must include all chemical compounds present in concentrations greater than 0.1% for each product offered by CAS number; no "trade secret" or otherwise defined ingredients shall be accepted by the City. The Contractor shall provide required safety and health training for City employees on each product offered and for proper use, storage, and disposal, when requested by the City. The Contractor further agrees to accept returned empty containers for disposal purposes, if and when requested by the City. The cost for any requested training and disposal of used containers shall be included in the offered price for the product. The Contractor shall also accept returned product that was purchased as a result of this solicitation and for which the City no longer needs the product. Returned product will be in its original container(s), unopened, and must be returned to the Contractor at least 45 calendar days after the end of the project. All products must be labeled per 29CFR 1910.1200.

#### 6.56. 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.

## 6.57. Pesticides

Pest control shall be managed through prevention, physical and mechanical methods, and with pesticides only when necessary. The City will implement the principles of Integrated Pest Management (IPM) to the extent possible. Contractors will use the least toxic pest control substance required to be effective. Contractor shall submit for approval a list of chemical pesticides to be applied, indicating: trade name, EPA registration number and category (includes herbicides, insecticides, rodenticides, etc.), and label signal word (i.e. caution, warning, or danger) and shall provide the same information prior to using any other product not originally submitted and approved by the City during the term of the contract.

Pesticides must be EPA-registered or exempt from registration under section 25b of the Federal Insecticide and Rodenticide Act (FIFRA) at the time of submittal. All products must be applied in



strict compliance with the most current labeling restrictions and/or consistent with most current EPA-approved application use at the time of application.

EPA Toxicity Class I pesticides shall be reviewed for the least toxic effective alternative prior to purchase. Contractors shall review the Groundwater Protection List prior to pesticide purchase; when available, alternative pesticides that are not on the Groundwater Protection List and meet the same need shall be used.

### 6.58. 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](http://www.phoenix.gov/streetsraffic-management/right-of-way-mgmt-program-information).

### 6.59. Energy Efficiency - Pump Bowl Assemblies

Due to the high energy costs to operate pump assemblies, the City reserves the right to purchase those pump bowl assemblies offering the highest variable speed pump efficiency, price notwithstanding. The solicitation specifications for each pump assembly have been specifically written to provide the highest pump efficiency, for each well application, known to be available from existing pump assemblies currently being manufactured.

### 6.60. Environmental Quality - Drinking Water and Treatment Chemicals

All materials, equipment, supplies or products that come into contact with drinking water or drinking water treatment chemicals shall conform to American National Standards Institute standards 60 and/or 61 as evidenced by certification from either Underwriters Laboratories or NSF International. Contractor must provide proof of this certification if requested.

All products provided in response to this solicitation shall be certified by the U.S. EPA Water Sense Partnership program for water efficiency.

### 6.61. Handling of Photographs

The US Department of Homeland Security has designated water and wastewater treatment facilities as 'critical infrastructure/key resources'. Because of federal directives, only persons authorized by the WSD Security Management Unit are permitted to photograph or film Water infrastructure, facilities, and assets which any include, but are not limited to: pay stations, warehouses, lift stations, treatment plants, service yards, booster stations, well sites, vehicles and related equipment and supplies.

## **7. Defense and Indemnification**

### **7.1. 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.

### **7.2. 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.

## 8. Insurance Requirements

### 8.1. 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.

### 8.2. 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.

### 8.3. 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.

### 8.4. 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
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- 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.

## 8.5. 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.

## 8.6. 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 Finance Department, Procurement Division, 251 W Washington Street, Phoenix, AZ 85003 OR [procurement@phoenix.gov](mailto:procurement@phoenix.gov).

## 8.7. 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.

## 8.8. Verification of Coverage

Contractor must furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract must be sent directly to City of Phoenix Finance Department, Procurement Division, 251 W Washington Street, Phoenix, AZ 85003 OR [procurement@phoenix.gov](mailto:procurement@phoenix.gov). The City project/contract number and project description must be noted on the certificate of insurance. The City reserves the right to review complete copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY'S RISK MANAGEMENT DIVISION.**

## 8.9. 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.

## 8.10. Approval

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

## 9. Submittals

### 9.1. Copies

Please submit one electronic copy of the Submittal Section and all other required documentation. Please do not lock the electronic copy with password protection so that the City may 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).

### 9.2. 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
- A. 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.
- B. Pricing Proposal - A completed pricing proposal with all requested prices, quantities, and/or discounts completed.
- C. Submittal Forms - All submittal forms are completed and signed.
- D. 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.

### 9.3. Additional Quantities

The City anticipates considerable activity under the resultant contract(s). However, no guarantee can be made as to actual street right-of-way landscape maintenance 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.