

## ADDENDUM 1

(please sign and return with the submittal)

### VENDOR'S INQUIRIES AND CITY'S RESPONSES

Please make the following changes to the above-referenced solicitation:

### QUESTIONS AND ANSWERS:

Note: Spelling, grammar, and punctuation of the questions are shown exactly as submitted by the potential respondents.

| No. | Question   | Answer  |
|-----|--|---|
| 1.  | As far as extra work, how would you like us to estimate that, per sq. ft. or hourly? This is specific to that garden area we went over yesterday at Fillmore Gardens.  | I - Attachment H Bid Price Schedule   |
| 2.  | Are there any restrictions on times of when our guys can start / finish work?  | See Section 3. Scope of Work, paragraph 3.5. Housing Work Hours & Schedules                                     |
| 3.  | Page 17 Section 3 Scope of Work does not clearly specify what services/tasks and the frequency of each task that the contractor is of course to include in the monthly price.  | See Attachment A Supplement attached.   |
| 4.  | During site visit it appeared that sites had turf areas, yet the contract specifications do not specify mowing frequency, mowing height, fertilization, frequency, tree care, height requirements, shrub care, style preferred, irrigation inspection and repairs. Please provide clarification. | See Attachment A Supplement attached. Your recommendation on how to do the work should be in your RFP response. |
| 5.  | Are Pre-emergent applications required for weed control to all granite areas?  | Yes   |
| 6.  | Price sheet states: Commercial Services- includes labor, equipment, work outlined in the Scope of Work, and removal of trash and vegetation. Please clarify where the scope of work is written.  | See Section 3. Scope of Work, paragraph 3.2 Commercial Services and Attachment A Supplement.                    |
| 7.  | During out site visit it was mentioned that multiple contractors could be selected for this contact. Please explain your intent to award this contract   | See Section 2. Instructions, paragraph 2.24. Contract Award.  |

### CHANGES

The balance of the specifications and instructions remain the same. Bidder must acknowledge receipt and acceptance of this addendum by signing below and returning the entire addendum with the bid or proposal submittal.



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Name of Company: \_\_\_\_\_

Address: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

## Exhibit A Supplement

During each visit, Contractor shall complete all the following maintenance tasks:

### A. Trash Pickup

Contractor must clear and dispose of all rubble, hazards, and materials including, but not limited to, building materials, abandoned personal property, tires, refuse, trash, papers, cans, bottles, dead animals, unstable block walls, weeds, or other unforeseen materials found on the Residences.

### B. Vegetation Control

1. In accordance with all applicable federal, state, county, and local laws, rules, regulations, and statutes, all Residences must be kept free of all vegetation growth, including weeds, grass, trees, palms, and cacti growth. The entire Residence must be in a vegetation-free condition utilizing weed eaters, hula hoes, post and pre-emergent herbicide with Bermuda grass kill applications, or similar equipment approved by the Housing Department.
2. A list of all Residences receiving any herbicide application shall be prepared and given to the HOU for review in a spreadsheet format approved by the Housing Department.
3. All work involving the use of chemicals shall be pre-approved by the HOU and in accordance with all federal, state, county, and local laws, rules, regulations, and statutes. Chemical use shall be applied according to the manufacturer's directions and must be applied by a certified applicator in accordance with the Globally Harmonized System (GHS) Safety Data Sheets. All herbicide treatment must include a chemical tinting agent in the herbicide mix for validation purposes when used on each Residence.

### C. Planters, Flowerbeds, And Pots

1. 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.
2. When requested and authorized by the Housing 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.

### D. Winter Lawn Overseeding – Rye, Maya, Sahara, Bermuda (Bermudagrass)

At the request of the Housing Representative, Contractor will prepare the turf and plant seasonal grass. Contractor will prepare the over seeding per the City's specification. Once the new grass are planted, subsequent care and replanting required during the same season shall be routinely completed by Contractor.

#### E. Pre-Emergent Herbicide

1. Contractor must provide twice-annual application of pre-emergent herbicide treatment for each Residence. The first pre-emergent herbicide application will be applied during the months of March and April for all Residences, and the second pre-emergent herbicide application will be applied during the months of August and September. Contractor shall plan the treatment schedule accordingly based on the weather and rain forecast. All pre-emergent treatment must be coordinated with the HOU.
2. If the Contractor fails to adhere to the pre-emergent herbicide treatment schedule, then the Contractor, at its expense, will provide a water truck to saturate each Residence after pre-emergent herbicide treatment.

#### F. Pest Control

1. Contractor shall control pests on all Residences. Pests may include, but are not limited to, ants, bees, rodents, insects, gophers, and other pests that burrow, crawl, fly, nest, or otherwise reside on the Residences.
2. Regarding most insects and unprotected species, Contractor must furnish all pesticides, equipment, and labor to provide pest control services on the Residences for their removal.
3. Contractor must refer to the Endangered Species Act and local protected species list when animals are found on Residences. After Contractor has determined that the species must be protected, Contractor must notify Housing prior to any removal or action plan. Before further work can continue to remove any protected species from Residences, Housing will coordinate with the City's Environmental Division for verification and ensure safe removal of any such pests that fall under protected laws. Endangered Species information in Maricopa County, Arizona can be found on the following web link to the U.S. Fish and Wildlife website <https://ecos.fws.gov/ecp0/reports/species-by-current-range-county?fips=04013>.
4. All work involving the use of chemicals shall be in accordance with all federal, state, county, and local laws, rules, regulations, and statutes. Chemical use shall be applied per manufacturer's directions and must be applied by a certified applicator in accordance with the GHS Safety Data Sheets.

#### G. Trees, Rock, Curbs, Easements, And Sidewalks

Contractor will keep all curbs, streets, sidewalks, and easements free of vegetation growth and debris, including, but not limited to, grass, new tree growth, scattered rocks, and trash from the Residences. Tasks include, but are not limited to, sweeping, raking, picking up, weeding, and shoveling of debris for proper disposal.

1. Trees
  - a) Contractor must trim trees when necessary or when damage occurs from weather or vandalism. Trees must be kept away from buildings, streets, neighboring structures, sidewalks, and utility or communication lines. Tree trimming over sidewalks, easements, and right of ways shall leave a clearance of nine (9) feet from the ground for public safety. Trees that are found to be an obstacle for pedestrians or motor vehicles must be trimmed immediately for visibility and safety.

- b) Contractor will remove trees that are severely distressed or dead with the approval of Housing. Any tree recommended for removal may require consultation with the City's Housing Department. Consultation with other City personnel will be coordinated by Housing. Tasks include the complete removal and disposal of the tree, including the stump grinding to below grade.
2. Rock Harrowing and Grading  
Contractor must grade the existing ground rock by harrowing the rock when needed on Residences after excessive trespassing or after maintenance related tasks have damaged the appearance and rock stability. This task will require before and after photos on severe cases or by the requests of the HOU.
3. Pre-Emergent Herbicide Application
- a) Contractor will apply City-approved pre-emergent herbicide chemical on all Residences to keep the Residences free of intruding grasses, weeds, or other vegetation growth. The timing of this activity will be coordinated with and approved by Housing. This Scope of Work allows for pre-emergent herbicide application for all Residences up to two (2) times a year at the discretion of Housing. If application is not done during the wet season, Contractor, at its expense, will provide a water truck to saturate the Residences with water in accordance with the pre-emergent requirements.
- b) Before applying the pre-emergent herbicide application, all areas must be free of weeds and other vegetation growth. All herbicide treatment must include a chemical tinting agent in the herbicide mix for validation purposes when used on each Residence. All work involving the use of chemicals shall be pre-approved by Housing and in accordance with all federal, state, county, and local laws, rules, regulations and statutes following the GHS Safety Data Sheets.
- c) A schedule of the locations receiving pre-emergent must be submitted to Housing for approval. If the schedule is approved, Contractor may begin the spray plan.

## LANDSCAPE MAINTENANCE

### A. PRUNING

Contractor will prune all trees to result in a pleasing, aesthetic, and balanced appearance in relation to the tree itself as well as in relationship to surrounding trees and buildings, in the opinion of the City.

1. Definitions. These definitions are not meant to identify a pricing structure, but instead to assist communication between Contractor and Housing representative.
- Complete prune shall mean pruning the entire tree, such as crown cleaning or crown thinning.
  - Partial prune shall mean specific limbs need to be removed or specific concerns need to be eliminated. This includes but is not limited to: crown reductions, crown raising, eliminating visibility obstructions, and eliminating walkway obstructions.
2. Contractor will conduct all pruning according to standard practices noted in the Sustainable Landscaping Management standards developed by the Arizona Landscape Contractors Association ([www.azcla.com](http://www.azcla.com)) and the most current ANSI standards and OSHA standards.

Contractor shall not make 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 Housing representative.
4. Contractor will establish tree rings using chemical edging techniques 12 to 18 inches from tree trunk; 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 Housing representative).
6. Unless otherwise directed by the Housing 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.
7. Contractor shall prune all trees by approved method to ensure that no trees are permitted to encroach on or over any public right of way or adjacent right-of-way back to the property line. Clearances shall be a minimum foot height clearance compliant with City Ordinance 27-13 (currently eighteen (18') feet), unless otherwise indicated in this document or in writing by the Housing 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.
8. 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 Housing representative.
9. 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. Clearance under mature trees shall be kept a minimum height of eight (8') feet.
10. Contractor will prune growth from plants which conflict with pedestrian circulation movements or traffic sight lines, as required. Sight visibility specifications are at <https://www.phoenix.gov/streets/reference-material/visibilitylandscape> .
11. Contractor shall not use hedge trimmers to prune the trees and shall remove no more than 20% of canopy during any single pruning.
12. 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.

13. 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.

B. Palm Pruning. 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. Palms pruning will primarily be of the following species of palms: Washingtonia robusta, Mexican fan palm; Washingtonia filifera, California fan palm; Phoenix dactylifera, and Date palm. The average height of the palms exceeds 50'-60', with an average growth of one to two years. The majority of palms are Washingtonia robusta.

1. Equipment. If disease and/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 Housing 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, street lights).
  - 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.

C. Palm Peeling. At the City's sole option, and upon the Housing 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. The most common palm species that will be peeled are Washingtonia filifera and Washingtonia robusta. Contractor shall provide a written price based on contract pricing to

the Housing representative for approval prior to commencing the work. The price shall include peeling palms according to the most current ANSI standards.

2. 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.
3. In some cases, the palms to be peeled will have been already pruned by City staff.

D. Tree Pruning (Non-Palm). Contractor may be requested to prune deciduous and evergreen trees of all kinds. Trees may be close to buildings, streets, traffic, and electric lines.

1. Contractor will thin prune all trees to be no less than six (6) feet from all fences and walls unless otherwise directed by the Housing representative.
2. Contractor shall prune at the time of the year that is most beneficial for the plant material.
3. Contractor will remove all dead branches, all flower and fruit parts, whether dead or alive.

E. 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 to interfere with the movement of persons or vehicles. Contractor shall trim shrubbery and brush on the property, and in any adjacent right-of-ways, back to their property line.
2. Contractor shall prune when most beneficial to the plants, except when causing a visual obstruction to drivers. The Housing 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. Contractor shall maintain bushes to three-foot maximum height and two-foot clearance within five feet of perimeter fence.
5. 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 location supervisor or an authorized representative.
6. 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.



7. 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.
8. Woody Perennials. Woody perennials such as leucophyllum spp., oleanders (other than petite), cassias and bougainvillea shall be pruned to the base on a once every three (3) years basis OR shall be done from the inside out, no tip cuts.
9. Unless otherwise directed, Contractor shall prune oleanders utilizing the sphere shape 4' diameter sphere or box and flat cut at all applicable sites every four to six months. The Housing representative will determine the appropriate height. (Normal height is the same as the adjoining fence or wall). Pruning shall be in keeping with good horticultural practices and in an acceptable and methodical manner. Contractor shall maintain oleanders pruned flush with fence lines. Oleanders along fence line, trim to two (2) feet width and eight (8) feet high. Oleanders at the base trim at 4" minimum / 6" maximum height above/off the ground. Some areas will require maintaining oleanders 2 feet minimum away from fence.

F. Tree And Plant Removals And Replacements

1. Removals. At the City's sole option, and at the Housing 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 (A.N.A.) guidelines and, unless otherwise directed by the Housing representative, shall be like for like.
2. 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 Housing representative. No winch assembly, backhoes or skid-steers are to be used without the consent of the Housing 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 Housing representative, Contractor will replace the granite.
3. Contractor shall take special care for the removal of trees that may be in close proximity to buildings and/or may have grown around electric lines.
4. 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 charge for the applicable area will be withheld until work is completed by Contractor.

G. Palm Removals.

At the City's sole option, and upon the Housing 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 Housing 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 Housing representative.

H. Tree Removals (Non-Palm).

At the City's sole option, and upon the Housing 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 Housing representative. Contractor will fill the stump holes appropriately with clean fill dirt to the satisfaction of the Housing representative. The tree may be in close proximity to buildings and may have grown around electric lines. Contractor will cap all associated irrigation lines.

I. Tree Planting. Contractor shall follow the procedures and details shown in the Street Landscape Standards Manual.

1. When planting trees and shrubs, Contractor shall:
2. Rake back existing decomposed granite to allow for excavation of the planting pit.
3. 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.
4. Dig the width of the planting pit at least three times the width of the planting container for trees, shrubs and groundcovers.
5. At Housing representative's request, hand-dig all planting pits.
6. 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.
7. Leave smaller branches that do not interfere with the pedestrian or vehicular movement on the trunk.

J. When planting trees and shrubs, Contractor shall not:

1. Over-excavate the depth of the planting pit.
2. Drive planting stakes through the root ball.
3. Remove small temporary branches from trunk without City approval.
4. Substitute different types of stakes for those that are indicated on the planting detail.
5. Use an auger to dig planting pits.
6. Leave excavated soil on top of the decomposed granite after completing planting.
7. Apply fertilizer on top of the soil.
8. Fertilize cactus and succulents.

K. Trees, Shrubs and Groundcover Replacement.

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.

L. Notification.

1. Contractor will immediately notify the location supervisor or authorized representative of any badly stressed or damaged plant material.
2. Contractor shall provide a report to the Housing 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.

M. 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.

N. Approval.

1. All plant material replacement to be made by Contractor must be approved by the Housing representative prior to the replacement.
2. The Housing representative reserves the right to make substitutions for plants that have not been successful in the past.
3. Contractor will replace all plants with the exact same type, variety and size per the original landscape plans for the particular site unless a substitution is requested by the Housing representative.
4. 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.
5. Replacement plants shall be healthy, free of disease, insects or other deformities.
6. 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.
7. Replacement plants shall not be root-bound. Contractor is responsible to verify the condition of the plant material prior to delivery site.
8. Contractor will adequately irrigate newly planted materials for their establishment.

O. TREE STAKING

1. 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 determines the stakes to be removable.
2. Approved staking material consists of two round two-inch diameter lodge poles, one on each side of the tree, with two hose-protected wire guys between trees and stakes firmly driven into solid soil. Substitute stake types will not be allowed unless alternative staking methods or materials are deemed necessary and Contractor obtained prior approval from Housing representative. 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.
3. Contractor will drive the stake a minimum eighteen inches into firm undisturbed soil below the planting pit and will NOT drive the stake into root ball, top tie placed for maximum support. 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.
4. 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.
5. Immediately after wind storms, Contractor shall check all sites for trees needing re-staking and re-wiring. Contractor will immediately remove broken trees and tree limbs from the site, surrounding street right-of-away, vehicular and bus travel lanes, and sidewalks. Contractor will provide approved staking materials for all re-staking.
6. Contractor will routinely 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.
7. For trees planted with a trunk diameter greater than 3 inches, Contractor shall consult the Housing representative for staking detail as it may be appropriate to guy the tree in 3 places with guy wires at 45-degree angle to the stakes. Guys shall be 7 strands; 3/16" galvanized steel cable. Contractor shall loop in to a branch crotch using 5/8" rubber hose sleeves at 1/3 the height of the trunk. Contractor shall flag all guy wires with permanent red flagging material for visibility. Housing representative approval must be obtained for the use of guy wires.

P. SITE DRAINAGE

1. 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. Contractor will remove all weeds, grass, trash and debris from the irrigation swales.
2. 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.
3. 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.

**Q. CACTUS AND SUCCULENT**

1. 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.
2. Contractor shall:
  - a) Recognize and meet the need for supplemental irrigation (summer only) if they wilt or shrivel.
  - b) Recognize and meet the need for good drainage. Contractor will grade properly away from cactus and succulents to avoid irrigation collecting at the base.
  - c) Recognize and treat damage by common enemies such as the agave weevil. Lower leaves will lay flat to the ground.
  - d) Remove plantings that are found to have succumbed to the agave weevil immediately.
  - e) Unless otherwise directed, treat surrounding plants with appropriate treatments to prevent damage as needed.
  - f) Remove agave plants after they have flowered.
  - g) Replace plants that have been removed only with replacements that have been approved.
  - h) Remove diseased tissue from saguaros.
3. Contractor shall not:
  - a) Apply a bubbler or regular drip system to cactus and succulents.
  - b) Use fertilizer or herbicides.
  - c) Provide soil amendments.
  - d) Dig or grade around cactus and succulents.

**R. PLANTERS, FLOWERBEDS, AND POTS**

1. 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.
2. When requested and authorized by the Housing 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.

## S. CHEMICALS

1. 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.
2. The City generally and the Housing representative and City of Phoenix, Safety Division, Human Resources Department specifically, reserves the right to review, evaluate, inspect, approve and/or deny the use of any chemicals, herbicides, pesticides, insecticides and fertilizers for use in the resultant contract.
3. Chemical Applications. Weed control is included in the services. However, if the City identifies a special project (i.e. a site not receiving Regular Services from Contractor), Contractor shall confirm the City's expectation for additional charges and shall then invoice for pesticide application, indicating the amount of product used and dilution rate. Invoices shall also include a statement of precaution per Office of Pest Management rules and regulations in a minimum of 8-point type and including the words:  
  
"Warning—pesticides can be harmful. Keep children and pets away from pesticide applications until dry, dissipated or aerated. For more information contact [business license name and business license number] at [telephone number]."
4. Documentation. Contractor will provide to the Housing 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.
5. 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 Housing representative before proceeding with application. All employees applying pesticides must be certified with Arizona Department of Agriculture Office of Pest Management.
6. Notice. Contractor shall give notice to the Housing 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.
7. Vehicles. Contractor shall ensure that all vehicles and trailers transporting pesticides and fertilizers and their application equipment display proper Arizona licensing information.
8. All mobile vehicles with chemicals must have the MSDS sheets on the vehicle for review.
9. Pests. Contractor shall immediately notify the Housing representative of any disease or pest infestation that may result in the destruction of plant material. Contractor shall control aphids, red spiders, gophers and other pests which burrow, crawl, fly, nest, or otherwise reside on site.

10. It is Contractor'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.
11. The City expressly reserves the right to request additional 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.
12. Application and Handling. Contractor's employees of Arizona Department of Agriculture Office of Pest Management. 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.
13. 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 on each vehicle transporting or using each herbicide, pesticide, insecticide and fertilizer on City property.
14. Spills. In case of a chemical spill, Contractor shall immediately notify the Housing representative. Contractor will clean up the spill and remove contaminated material, debris, and clean up material.
15. Herbicide.
  - a) Pre Emergent Herbicide Application (Non-Turf Areas)
  - b) 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.
  - c) No Soil Sterilant Allowed.
  - d) Contractor shall make every effort to use the least toxic product available to accomplish the goals of this contract.
  - e) Unless otherwise approved by the Housing representative, approved herbicides for use at the various City sites:
    - Pre-emergent Dowlanco Surflan, Gallery and Pendulum or equivalent for all decomposed granite landscape areas.
  - f) Contact herbicides:
    - Monsanto Round-Up or approved equal for broadleaf dicots.
    - Monsanto Poast or Fusilade or approved equal for monocots.
    - Winter annual broadleaf weeds – Target brand Weed Boomer.
  - g) When applying herbicide, Contractor shall:

- 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.
  - Chemically remove weeds that are present before applying pre-emergent.
  - Apply pre-emergent herbicides per the approved schedule.
- h) When apply herbicide, Contractor shall not:
- Spray seedlings of desired plant materials.
  - Use soil sterilant of any kind.
  - Spray on windy days.
  - Spray on rainy days or just prior to rain being forecast, except for pre-emergent herbicide.
  - Clean out tanks or containers anywhere on the various sites.
- i) 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.

#### J. IRRIGATION MAINTENANCE

1. 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 <https://www.phoenix.gov/streets/reference-material> or from the Buyer upon request) as a guide to acceptable maintenance on projects involving right-of-way Work.
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. Contractor Responsible for Adequate Irrigation.
4. Contractor shall move, upon Housing representative's approval, drip/bubbler emitters as required to maintain adequate water distribution to promote plant growth.
5. Contractor shall set and control irrigation system clocks to apply adequate irrigation to the plant material depending on seasonal conditions and individual plant requirements for proper maintenance of landscaped areas. The City reserves the right to make recommendations and request changes to controller programs to assure proper irrigation schedules. Seasonal adjustments to the controllers and minimum monthly schedules will be required and are Contractor's responsibility.
6. 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.



7. 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.
8. System Breakdowns. In the event of an extended breakdown of an automatic or manual irrigation system by Contractor, Contractor shall verbally notify the Housing representative immediately and confirm this notification in writing within three business days of discovery. Contractor will determine the process or method to be used for the plant irrigation, in order to maintain plant life until the system is returned to operation; Contractor is responsible for all associated costs. Contractor is responsible for the health and condition of all plant material affected by the irrigation system shutdown.
9. Utilities. The City shall pay for all water and controller electrical costs except:
  - a) Irrigation system water usage exceeding the amount required to comply with irrigation requirements established by Contractor and approved by the Housing representative;
  - b) Irrigation system water loss caused by Contractor damage to system or failure to repair damage causing water loss;
  - c) Contractor shall pay for water loss under the above circumstances at a rate of \$25 per water meter per day.

K. FERTILIZATION

1. 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.
2. When fertilizing, Contractor shall:
  - a) If requested, base fertilization on soil nutrient testing.
  - b) Fertilize all groundcovers and shrubs.
3. When fertilizing, Contractor shall not:
  - a) Apply dry fertilizer to dry ground.
  - b) Apply fertilizer to legume type plants (palo verde, sweet acacia-pod type seed tree).
  - c) Apply fertilizer to cacti or succulents.
  - d) Use bleached fertilizer mixtures.

## Exhibit A Supplement

During each visit, Contractor shall complete all the following maintenance tasks:

### A. Trash Pickup

Contractor must clear and dispose of all rubble, hazards, and materials including, but not limited to, building materials, abandoned personal property, tires, refuse, trash, papers, cans, bottles, dead animals, unstable block walls, weeds, or other unforeseen materials found on the Residences.

### B. Vegetation Control

1. In accordance with all applicable federal, state, county, and local laws, rules, regulations, and statutes, all Residences must be kept free of all vegetation growth, including weeds, grass, trees, palms, and cacti growth. The entire Residence must be in a vegetation-free condition utilizing weed eaters, hula hoes, post and pre-emergent herbicide with Bermuda grass kill applications, or similar equipment approved by the Housing Department.
2. A list of all Residences receiving any herbicide application shall be prepared and given to the HOU for review in a spreadsheet format approved by the Housing Department.
3. All work involving the use of chemicals shall be pre-approved by the HOU and in accordance with all federal, state, county, and local laws, rules, regulations, and statutes. Chemical use shall be applied according to the manufacturer's directions and must be applied by a certified applicator in accordance with the Globally Harmonized System (GHS) Safety Data Sheets. All herbicide treatment must include a chemical tinting agent in the herbicide mix for validation purposes when used on each Residence.

### C. Planters, Flowerbeds, And Pots

1. 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.
2. When requested and authorized by the Housing 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.

### D. Winter Lawn Overseeding – Rye, Maya, Sahara, Bermuda (Bermudagrass)

At the request of the Housing Representative, Contractor will prepare the turf and plant seasonal grass. Contractor will prepare the over seeding per the City's specification. Once the new grass are planted, subsequent care and replanting required during the same season shall be routinely completed by Contractor.

#### E. Pre-Emergent Herbicide

1. Contractor must provide twice-annual application of pre-emergent herbicide treatment for each Residence. The first pre-emergent herbicide application will be applied during the months of March and April for all Residences, and the second pre-emergent herbicide application will be applied during the months of August and September. Contractor shall plan the treatment schedule accordingly based on the weather and rain forecast. All pre-emergent treatment must be coordinated with the HOU.
2. If the Contractor fails to adhere to the pre-emergent herbicide treatment schedule, then the Contractor, at its expense, will provide a water truck to saturate each Residence after pre-emergent herbicide treatment.

#### F. Pest Control

1. Contractor shall control pests on all Residences. Pests may include, but are not limited to, ants, bees, rodents, insects, gophers, and other pests that burrow, crawl, fly, nest, or otherwise reside on the Residences.
2. Regarding most insects and unprotected species, Contractor must furnish all pesticides, equipment, and labor to provide pest control services on the Residences for their removal.
3. Contractor must refer to the Endangered Species Act and local protected species list when animals are found on Residences. After Contractor has determined that the species must be protected, Contractor must notify Housing prior to any removal or action plan. Before further work can continue to remove any protected species from Residences, Housing will coordinate with the City's Environmental Division for verification and ensure safe removal of any such pests that fall under protected laws. Endangered Species information in Maricopa County, Arizona can be found on the following web link to the U.S. Fish and Wildlife website <https://ecos.fws.gov/ecp0/reports/species-by-current-range-county?fips=04013>.
4. All work involving the use of chemicals shall be in accordance with all federal, state, county, and local laws, rules, regulations, and statutes. Chemical use shall be applied per manufacturer's directions and must be applied by a certified applicator in accordance with the GHS Safety Data Sheets.

#### G. Trees, Rock, Curbs, Easements, And Sidewalks

Contractor will keep all curbs, streets, sidewalks, and easements free of vegetation growth and debris, including, but not limited to, grass, new tree growth, scattered rocks, and trash from the Residences. Tasks include, but are not limited to, sweeping, raking, picking up, weeding, and shoveling of debris for proper disposal.

1. Trees
  - a) Contractor must trim trees when necessary or when damage occurs from weather or vandalism. Trees must be kept away from buildings, streets, neighboring structures, sidewalks, and utility or communication lines. Tree trimming over sidewalks, easements, and right of ways shall leave a clearance of nine (9) feet from the ground for public safety. Trees that are found to be an obstacle for pedestrians or motor vehicles must be trimmed immediately for visibility and safety.

- b) Contractor will remove trees that are severely distressed or dead with the approval of Housing. Any tree recommended for removal may require consultation with the City's Housing Department. Consultation with other City personnel will be coordinated by Housing. Tasks include the complete removal and disposal of the tree, including the stump grinding to below grade.
2. Rock Harrowing and Grading  
Contractor must grade the existing ground rock by harrowing the rock when needed on Residences after excessive trespassing or after maintenance related tasks have damaged the appearance and rock stability. This task will require before and after photos on severe cases or by the requests of the HOU.
3. Pre-Emergent Herbicide Application
- a) Contractor will apply City-approved pre-emergent herbicide chemical on all Residences to keep the Residences free of intruding grasses, weeds, or other vegetation growth. The timing of this activity will be coordinated with and approved by Housing. This Scope of Work allows for pre-emergent herbicide application for all Residences up to two (2) times a year at the discretion of Housing. If application is not done during the wet season, Contractor, at its expense, will provide a water truck to saturate the Residences with water in accordance with the pre-emergent requirements.
- b) Before applying the pre-emergent herbicide application, all areas must be free of weeds and other vegetation growth. All herbicide treatment must include a chemical tinting agent in the herbicide mix for validation purposes when used on each Residence. All work involving the use of chemicals shall be pre-approved by Housing and in accordance with all federal, state, county, and local laws, rules, regulations and statutes following the GHS Safety Data Sheets.
- c) A schedule of the locations receiving pre-emergent must be submitted to Housing for approval. If the schedule is approved, Contractor may begin the spray plan.

## LANDSCAPE MAINTENANCE

### A. PRUNING

Contractor will prune all trees to result in a pleasing, aesthetic, and balanced appearance in relation to the tree itself as well as in relationship to surrounding trees and buildings, in the opinion of the City.

1. Definitions. These definitions are not meant to identify a pricing structure, but instead to assist communication between Contractor and Housing representative.
- Complete prune shall mean pruning the entire tree, such as crown cleaning or crown thinning.
  - Partial prune shall mean specific limbs need to be removed or specific concerns need to be eliminated. This includes but is not limited to: crown reductions, crown raising, eliminating visibility obstructions, and eliminating walkway obstructions.
2. Contractor will conduct all pruning according to standard practices noted in the Sustainable Landscaping Management standards developed by the Arizona Landscape Contractors Association ([www.azcla.com](http://www.azcla.com)) and the most current ANSI standards and OSHA standards.

Contractor shall not make 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 Housing representative.
4. Contractor will establish tree rings using chemical edging techniques 12 to 18 inches from tree trunk; 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 Housing representative).
6. Unless otherwise directed by the Housing 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.
7. Contractor shall prune all trees by approved method to ensure that no trees are permitted to encroach on or over any public right of way or adjacent right-of-way back to the property line. Clearances shall be a minimum foot height clearance compliant with City Ordinance 27-13 (currently eighteen (18') feet), unless otherwise indicated in this document or in writing by the Housing 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.
8. 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 Housing representative.
9. 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. Clearance under mature trees shall be kept a minimum height of eight (8') feet.
10. Contractor will prune growth from plants which conflict with pedestrian circulation movements or traffic sight lines, as required. Sight visibility specifications are at <https://www.phoenix.gov/streets/reference-material/visibilitylandscape> .
11. Contractor shall not use hedge trimmers to prune the trees and shall remove no more than 20% of canopy during any single pruning.
12. 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.

13. 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.

B. Palm Pruning. 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. Palms pruning will primarily be of the following species of palms: Washingtonia robusta, Mexican fan palm; Washingtonia filifera, California fan palm; Phoenix dactylifera, and Date palm. The average height of the palms exceeds 50'-60', with an average growth of one to two years. The majority of palms are Washingtonia robusta.

1. Equipment. If disease and/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 Housing 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, street lights).
  - 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.

C. Palm Peeling. At the City's sole option, and upon the Housing 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. The most common palm species that will be peeled are Washingtonia filifera and Washingtonia robusta. Contractor shall provide a written price based on contract pricing to

the Housing representative for approval prior to commencing the work. The price shall include peeling palms according to the most current ANSI standards.

2. 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.
  3. In some cases, the palms to be peeled will have been already pruned by City staff.
- D. Tree Pruning (Non-Palm). Contractor may be requested to prune deciduous and evergreen trees of all kinds. Trees may be close to buildings, streets, traffic, and electric lines.
1. Contractor will thin prune all trees to be no less than six (6) feet from all fences and walls unless otherwise directed by the Housing representative.
  2. Contractor shall prune at the time of the year that is most beneficial for the plant material.
  3. Contractor will remove all dead branches, all flower and fruit parts, whether dead or alive.
- E. 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 to interfere with the movement of persons or vehicles. Contractor shall trim shrubbery and brush on the property, and in any adjacent right-of-ways, back to their property line.
  2. Contractor shall prune when most beneficial to the plants, except when causing a visual obstruction to drivers. The Housing 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. Contractor shall maintain bushes to three-foot maximum height and two-foot clearance within five feet of perimeter fence.
  5. 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 location supervisor or an authorized representative.
  6. 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.

7. 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.
8. Woody Perennials. Woody perennials such as leucophyllum spp., oleanders (other than petite), cassias and bougainvillea shall be pruned to the base on a once every three (3) years basis OR shall be done from the inside out, no tip cuts.
9. Unless otherwise directed, Contractor shall prune oleanders utilizing the sphere shape 4' diameter sphere or box and flat cut at all applicable sites every four to six months. The Housing representative will determine the appropriate height. (Normal height is the same as the adjoining fence or wall). Pruning shall be in keeping with good horticultural practices and in an acceptable and methodical manner. Contractor shall maintain oleanders pruned flush with fence lines. Oleanders along fence line, trim to two (2) feet width and eight (8) feet high. Oleanders at the base trim at 4" minimum / 6" maximum height above/off the ground. Some areas will require maintaining oleanders 2 feet minimum away from fence.

F. Tree And Plant Removals And Replacements

1. Removals. At the City's sole option, and at the Housing 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 (A.N.A.) guidelines and, unless otherwise directed by the Housing representative, shall be like for like.
2. 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 Housing representative. No winch assembly, backhoes or skid-steers are to be used without the consent of the Housing 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 Housing representative, Contractor will replace the granite.
3. Contractor shall take special care for the removal of trees that may be in close proximity to buildings and/or may have grown around electric lines.
4. 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 charge for the applicable area will be withheld until work is completed by Contractor.

G. Palm Removals.

At the City's sole option, and upon the Housing 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 Housing 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 Housing representative.



H. Tree Removals (Non-Palm).

At the City's sole option, and upon the Housing 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 Housing representative. Contractor will fill the stump holes appropriately with clean fill dirt to the satisfaction of the Housing representative. The tree may be in close proximity to buildings and may have grown around electric lines. Contractor will cap all associated irrigation lines.

I. Tree Planting. Contractor shall follow the procedures and details shown in the Street Landscape Standards Manual.

1. When planting trees and shrubs, Contractor shall:
2. Rake back existing decomposed granite to allow for excavation of the planting pit.
3. 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.
4. Dig the width of the planting pit at least three times the width of the planting container for trees, shrubs and groundcovers.
5. At Housing representative's request, hand-dig all planting pits.
6. 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.
7. Leave smaller branches that do not interfere with the pedestrian or vehicular movement on the trunk.

J. When planting trees and shrubs, Contractor shall not:

1. Over-excavate the depth of the planting pit.
2. Drive planting stakes through the root ball.
3. Remove small temporary branches from trunk without City approval.
4. Substitute different types of stakes for those that are indicated on the planting detail.
5. Use an auger to dig planting pits.
6. Leave excavated soil on top of the decomposed granite after completing planting.
7. Apply fertilizer on top of the soil.
8. Fertilize cactus and succulents.

K. Trees, Shrubs and Groundcover Replacement.

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.

L. Notification.

1. Contractor will immediately notify the location supervisor or authorized representative of any badly stressed or damaged plant material.
2. Contractor shall provide a report to the Housing 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.

M. 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.

N. Approval.

1. All plant material replacement to be made by Contractor must be approved by the Housing representative prior to the replacement.
2. The Housing representative reserves the right to make substitutions for plants that have not been successful in the past.
3. Contractor will replace all plants with the exact same type, variety and size per the original landscape plans for the particular site unless a substitution is requested by the Housing representative.
4. 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.
5. Replacement plants shall be healthy, free of disease, insects or other deformities.
6. 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.
7. Replacement plants shall not be root-bound. Contractor is responsible to verify the condition of the plant material prior to delivery site.
8. Contractor will adequately irrigate newly planted materials for their establishment.

O. TREE STAKING

1. 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 determines the stakes to be removable.
2. Approved staking material consists of two round two-inch diameter lodge poles, one on each side of the tree, with two hose-protected wire guys between trees and stakes firmly driven into solid soil. Substitute stake types will not be allowed unless alternative staking methods or materials are deemed necessary and Contractor obtained prior approval from Housing representative. 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.
3. Contractor will drive the stake a minimum eighteen inches into firm undisturbed soil below the planting pit and will NOT drive the stake into root ball, top tie placed for maximum support. 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.
4. 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.
5. Immediately after wind storms, Contractor shall check all sites for trees needing re-staking and re-wiring. Contractor will immediately remove broken trees and tree limbs from the site, surrounding street right-of-away, vehicular and bus travel lanes, and sidewalks. Contractor will provide approved staking materials for all re-staking.
6. Contractor will routinely 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.
7. For trees planted with a trunk diameter greater than 3 inches, Contractor shall consult the Housing representative for staking detail as it may be appropriate to guy the tree in 3 places with guy wires at 45-degree angle to the stakes. Guys shall be 7 strands; 3/16" galvanized steel cable. Contractor shall loop in to a branch crotch using 5/8" rubber hose sleeves at 1/3 the height of the trunk. Contractor shall flag all guy wires with permanent red flagging material for visibility. Housing representative approval must be obtained for the use of guy wires.

P. SITE DRAINAGE

1. 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. Contractor will remove all weeds, grass, trash and debris from the irrigation swales.
2. 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.
3. 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.

**Q. CACTUS AND SUCCULENT**

1. 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.
2. Contractor shall:
  - a) Recognize and meet the need for supplemental irrigation (summer only) if they wilt or shrivel.
  - b) Recognize and meet the need for good drainage. Contractor will grade properly away from cactus and succulents to avoid irrigation collecting at the base.
  - c) Recognize and treat damage by common enemies such as the agave weevil. Lower leaves will lay flat to the ground.
  - d) Remove plantings that are found to have succumbed to the agave weevil immediately.
  - e) Unless otherwise directed, treat surrounding plants with appropriate treatments to prevent damage as needed.
  - f) Remove agave plants after they have flowered.
  - g) Replace plants that have been removed only with replacements that have been approved.
  - h) Remove diseased tissue from saguaros.
3. Contractor shall not:
  - a) Apply a bubbler or regular drip system to cactus and succulents.
  - b) Use fertilizer or herbicides.
  - c) Provide soil amendments.
  - d) Dig or grade around cactus and succulents.

**R. PLANTERS, FLOWERBEDS, AND POTS**

1. 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.
2. When requested and authorized by the Housing 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.

## S. CHEMICALS

1. 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.
2. The City generally and the Housing representative and City of Phoenix, Safety Division, Human Resources Department specifically, reserves the right to review, evaluate, inspect, approve and/or deny the use of any chemicals, herbicides, pesticides, insecticides and fertilizers for use in the resultant contract.
3. Chemical Applications. Weed control is included in the services. However, if the City identifies a special project (i.e. a site not receiving Regular Services from Contractor), Contractor shall confirm the City's expectation for additional charges and shall then invoice for pesticide application, indicating the amount of product used and dilution rate. Invoices shall also include a statement of precaution per Office of Pest Management rules and regulations in a minimum of 8-point type and including the words:  
  
"Warning—pesticides can be harmful. Keep children and pets away from pesticide applications until dry, dissipated or aerated. For more information contact [business license name and business license number] at [telephone number]."
4. Documentation. Contractor will provide to the Housing 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.
5. 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 Housing representative before proceeding with application. All employees applying pesticides must be certified with Arizona Department of Agriculture Office of Pest Management.
6. Notice. Contractor shall give notice to the Housing 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.
7. Vehicles. Contractor shall ensure that all vehicles and trailers transporting pesticides and fertilizers and their application equipment display proper Arizona licensing information.
8. All mobile vehicles with chemicals must have the MSDS sheets on the vehicle for review.
9. Pests. Contractor shall immediately notify the Housing representative of any disease or pest infestation that may result in the destruction of plant material. Contractor shall control aphids, red spiders, gophers and other pests which burrow, crawl, fly, nest, or otherwise reside on site.

10. It is Contractor'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.
11. The City expressly reserves the right to request additional 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.
12. Application and Handling. Contractor's employees of Arizona Department of Agriculture Office of Pest Management. 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.
13. 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 on each vehicle transporting or using each herbicide, pesticide, insecticide and fertilizer on City property.
14. Spills. In case of a chemical spill, Contractor shall immediately notify the Housing representative. Contractor will clean up the spill and remove contaminated material, debris, and clean up material.
15. Herbicide.
  - a) Pre Emergent Herbicide Application (Non-Turf Areas)
  - b) 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.
  - c) No Soil Sterilant Allowed.
  - d) Contractor shall make every effort to use the least toxic product available to accomplish the goals of this contract.
  - e) Unless otherwise approved by the Housing representative, approved herbicides for use at the various City sites:
    - Pre-emergent Dowlanco Surflan, Gallery and Pendulum or equivalent for all decomposed granite landscape areas.
  - f) Contact herbicides:
    - Monsanto Round-Up or approved equal for broadleaf dicots.
    - Monsanto Poast or Fusilade or approved equal for monocots.
    - Winter annual broadleaf weeds – Target brand Weed Boomer.
  - g) When applying herbicide, Contractor shall:

- 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.
  - Chemically remove weeds that are present before applying pre-emergent.
  - Apply pre-emergent herbicides per the approved schedule.
- h) When apply herbicide, Contractor shall not:
- Spray seedlings of desired plant materials.
  - Use soil sterilant of any kind.
  - Spray on windy days.
  - Spray on rainy days or just prior to rain being forecast, except for pre-emergent herbicide.
  - Clean out tanks or containers anywhere on the various sites.
- i) 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.

#### J. IRRIGATION MAINTENANCE

1. 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 <https://www.phoenix.gov/streets/reference-material> or from the Buyer upon request) as a guide to acceptable maintenance on projects involving right-of-way Work.
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. Contractor Responsible for Adequate Irrigation.
4. Contractor shall move, upon Housing representative's approval, drip/bubbler emitters as required to maintain adequate water distribution to promote plant growth.
5. Contractor shall set and control irrigation system clocks to apply adequate irrigation to the plant material depending on seasonal conditions and individual plant requirements for proper maintenance of landscaped areas. The City reserves the right to make recommendations and request changes to controller programs to assure proper irrigation schedules. Seasonal adjustments to the controllers and minimum monthly schedules will be required and are Contractor's responsibility.
6. 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.

7. 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.
8. System Breakdowns. In the event of an extended breakdown of an automatic or manual irrigation system by Contractor, Contractor shall verbally notify the Housing representative immediately and confirm this notification in writing within three business days of discovery. Contractor will determine the process or method to be used for the plant irrigation, in order to maintain plant life until the system is returned to operation; Contractor is responsible for all associated costs. Contractor is responsible for the health and condition of all plant material affected by the irrigation system shutdown.
9. Utilities. The City shall pay for all water and controller electrical costs except:
  - a) Irrigation system water usage exceeding the amount required to comply with irrigation requirements established by Contractor and approved by the Housing representative;
  - b) Irrigation system water loss caused by Contractor damage to system or failure to repair damage causing water loss;
  - c) Contractor shall pay for water loss under the above circumstances at a rate of \$25 per water meter per day.

K. FERTILIZATION

1. 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.
2. When fertilizing, Contractor shall:
  - a) If requested, base fertilization on soil nutrient testing.
  - b) Fertilize all groundcovers and shrubs.
3. When fertilizing, Contractor shall not:
  - a) Apply dry fertilizer to dry ground.
  - b) Apply fertilizer to legume type plants (palo verde, sweet acacia-pod type seed tree).
  - c) Apply fertilizer to cacti or succulents.
  - d) Use bleached fertilizer mixtures.