



CITY OF PHOENIX

**Water Services Department
Daniel Rice
Procurement Officer
200 W. Washington St. 9th Floor
Phoenix, AZ 85003
(602) 534-7640
wsdprocurement@phoenix.gov**

**REQUEST FOR PROPOSAL
RFP-2021-WRD-437 (DJR)**

**LANDSCAPING MAINTENANCE SERVICES –
REQUIREMENTS CONTRACT**



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ATTACHMENTS:

- Attachment A Costs and Payments
- Attachment B Years in Business and References
- Attachment C Emergency Contact Information
- Attachment D Offer Form
- Attachment E Solicitation Transparency Form
- Attachment F Price Proposal

EXHIBITS:

- Exhibit A Corrective Action Timeframes
- Exhibit B Monthly Water Budgets
- Exhibit C Seasonal Landscape Watering Guidelines
- Exhibit D Site Details
- Exhibit E 23rd Ave Wastewater Treatment Plant Map
- Exhibit F 24th St Administrative Office Area and Water Treatment Plant Map
- Exhibit G 52nd St Reservoir East Yard Map
- Exhibit H Remote Site South 2A-B9 Map
- Exhibit I 91st Ave Wastewater Treatment Plant Map
- Exhibit J Cave Creek Service Center Map
- Exhibit K Cave Creek Water Reclamation Plant Map
- Exhibit L Customer Service Area 1 Map
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- Exhibit N Deer Valley Water Treatment Plant Map
- Exhibit O Remote Facilities 1-ES1 Map
- Exhibit P Remote Facilities 1-ES3 Map
- Exhibit Q Union Hills Water Treatment Plant Map
- Exhibit R Val Vista Water Treatment Plant Map



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Please read before continuing to the Offer document. This list may not include every requirement; the purpose is to assist vendors, but vendors are expected to read and comply with the entire solicitation.

SOLICITATION RESPONSE CHECK LIST

Check off each of the following as the necessary action is completed:

- Cover Letter (Tab 1)
- Table of Contents for the Proposal (Tab 1)
- Attachment A – Costs and Payments (Tab 1)
- Attachment B – Years in Business and References (Tab 1)
- Attachment C – Emergency Contact Information (Tab 1)
- Attachment D – Offer Form (Tab 1)
- Attachment E – Solicitation Transparency Form (Tab 1)
- Signed addenda, if any (Tab 1)
- Method of Approach (Tab 2)
- Attachment F – Price Proposal (Tab 3)
- Capacity and Experience (Tab 4)
- One-page resumes for each of the following Key Staff (Tab 4):
 - Contract Superintendent
 - Arborist
 - Irrigation Technician
- Checked price extensions and totals to confirm they are accurate
- Include any required drawings or descriptive literature
- Reviewed the insurance requirements, if any, to assure compliance



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- Included one (1) original PDF copy submitted electronically via email; the Offer as indicated in Submittal section
- The electronic submission via email must have the solicitation number on the subject line
- The body of the email must clearly show your company name and address, the solicitation number, solicitation title and the Offer opening date
- All forms have been completed and signed, including Solicitation Disclosure form
- All items listed in Section VI, Submittals are included

Email the response timely – City must receive Offers no later than the date and time indicated in the Schedule of Events or addenda.



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1. DESCRIPTION – STATEMENT OF NEED:

- 1.1** The City of Phoenix Water Services Department (WSD) invites electronic offers for landscaping maintenance services, with a focus on water conservation, for a two-year period commencing on or about **May 1, 2021**, in accordance with the specifications and provisions contained herein.
- 1.2** This solicitation is available through Arizona Relay Service 7-1-1. Please call TTY 800-367-8939 for assistance.
- 1.3** 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. 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.

3. SCHEDULE OF EVENTS:

ACTIVITY	LOCATION	DUE DATE AND TIME All times are Phoenix local time
Pre-Offer Conference	via WEBEX by appointment only (schedule by 12/21/2020, 2:00 pm)	Tuesday, December 22, 2020 10:00 AM
Written Inquiries	wsdprocurement@phoenix.gov	Wednesday, December 30, 2020 2:00 PM
Offers Due Electronically	wsdprocurement@phoenix.gov	Wednesday, January 13, 2021 2:00 PM

A Pre-Offer Conference may be held electronically via WEBEX or some other means by appointment only. Offerors that plan on attending must provide confirmation of attendance by emailing wsdprocurement@phoenix.gov no later than Monday, December 21, 2020, 2:00 pm. Conferencing details and instructions will be provided via



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email prior to the Pre-Offer Conference. The City reserves the right to change dates and/or locations as necessary.

- 4. WSD SITE VISITS PROHIBITED:** Due to the current Covid-19 pandemic situation, the scheduling of site visits will not be allowed. In lieu of site visits, Contractors are encouraged to view Exhibits E – R which show GIS map data of the pertinent sites and their general layouts.
- 5. USE OF DRONES TO SURVEY WSD SITES PROHIBITED:** Per Arizona Revised Statutes (ARS) Title 13. Criminal Code § 13-3729, “It is unlawful for a person to operate or use an unmanned aircraft or unmanned aircraft system to intentionally photograph or loiter over or near a critical facility”. ARS Title 13. Criminal Code § 13-3729 F(3)(d) defines a critical facility as “A water or wastewater treatment facility and water development, distribution or conveyance system, including a dam”. In addition, the filming and/or photography of Water Services Department sites is strictly prohibited. Refer to Section III – Special Terms and Conditions, Item 27.7, HANDLING OF PHOTOGRAPHS for additional details.
- 6. PREPARATION OF OFFER:**
 - 6.1** All forms provided in Submittal Section must be completed and submitted with the Offer. The signed and completed Solicitation Disclosure form must be included or your Offer may be deemed non-responsive.
 - 6.2** 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.
 - 6.3** All time periods stated as a number of days will be calendar days.
 - 6.4** 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:
 - 6.4.1** Consider applicable laws and/or economic conditions that may affect cost, progress, performance, or furnishing of the products or services.
 - 6.4.2** Study and carefully correlate Offeror’s knowledge and observations with the solicitation and other related data.



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- 6.4.3 Promptly notify the City of all conflicts, errors, ambiguities, or discrepancies that Offeror has discovered in or between the solicitation and other related documents.
- 6.4.4 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.
- 6.4.5 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.
- 6.4.6 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.
- 6.4.7 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.



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7. **OBTAINING A COPY OF THE SOLICITATION AND ADDENDA:** Interested Offerors may download the complete solicitation and addenda from <https://solicitations.phoenix.gov/>. Internet access is available at all public libraries. 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 Water Services Department, Procurement Division, 200 W. Washington St., 9th Floor; Phoenix, AZ 85003. It is the Offeror's responsibility to check the website throughout the entire solicitation period up to city council award, read the entire solicitation, and verify all required information is submitted with its Offer.
8. **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 as explained in Inquiries.
9. **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 or City Council 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.



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- 10. 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, or the Offer may be considered non-responsive.
- 11. 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.
- 12. 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 award recommendation.
- 13. CERTIFICATION:** By signature in the Offer section of the Offer and Acceptance page(s), Offeror certifies -

 - 13.1** The submission of the Offer did not involve collusion or other anti-competitive practices.
 - 13.2** The Offeror must not discriminate against any employee, or applicant for employment in violation of Federal or State Law.
 - 13.3** 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.
- 14. SUBMISSION OF OFFER:**

 - 14.1** Many City departments have reduced the number of employees onsite in City buildings due to the COVID-19 pandemic. If you will be responding to this solicitation, please submit your bid **electronically** via email to wspurchase@phoenix.gov.
 - 14.2** 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 date and time on the email will provide proof of submission and verification if the bid was received on or prior to the Due Date and Time. The prevailing clock will be the City Department's email.



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14.3 Offers must include the solicitation number on the subject line of the email when submitting their bid.

15. 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.

16. 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 calendar 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. The City will not provide any further notification to unsuccessful Offerors.

17. PRE-AWARD QUALIFICATIONS:

17.1 Offeror must have been licensed and in operation a minimum of five years. The Offeror's normal business activity during the past five years will have been for providing landscaping services.

17.1.1 Confirmation to be certified by providing references in Attachment B - Years in Business and References.

17.2 The Contract Superintendent shall have a minimum of five years' arid-region landscaping experience.

17.2.1 Confirmation to be certified by providing a one-page resume, as required for the Capacity and Experience evaluation criteria. See Section I - Instructions, Clause 33.4.2.

17.3 The Contractor's Irrigation Technician shall have a minimum of two years of experience in repair, maintaining, and troubleshooting all complex timer-controlled sprinkler systems and valves.

17.3.1 Confirmation to be certified by providing a one-page resume, as required for the Capacity and Experience evaluation criteria. See Section I - Instructions, Clause 33.4.2.



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18. AWARD OF CONTRACT:

18.1 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.

18.2 Factors that may be considered by the City include:

- 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,
- Demonstrated availability of the necessary manpower (both supervisory and operational personnel) and necessary equipment to accomplish the scope of work in the Solicitation; and,
- Safety record, including complaints and investigations; and,
- Vendor history of complaints and termination for convenience or cause, litigation or lawsuits.

18.3 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.

18.4 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 Deputy Finance Director 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.

18.5 Upon notification of an award, the Offeror will have 15 calendar days to submit the following:

18.5.1 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.

18.5.2 Copies of the following licenses and certificates:

18.5.2.1 Copies of the applicable licenses for all subcontractors that will be utilized during the life of the contract.



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- 18.5.2.2 Arizona Registrar of Contractors (AZROC).
- 18.5.2.3 Certified by the Arizona Landscape Contractors' Association in landscape maintenance and installation (or equivalent).
- 18.5.2.4 Certified Applicator with a Qualifying Party.
- 18.5.2.5 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 (or equivalent).
- 18.5.2.6 Certified by the State of Arizona Office of Pest Management in structural pest control, ornamental, and weed control (or equivalent).
- 18.5.2.7 Current accreditation with the Irrigation Association as a Certified Landscape Irrigation Auditor and/or with the Arizona Contractors Association as a Certified Sustainable Landscape Manager (or equivalent accreditation).
- 18.5.2.8 Current accreditation with the Arizona Contractors Association as a Certified Irrigation Technician (or equivalent accreditation).
- 18.5.2.9 Current accreditation with the International Society of Arboriculture (ISA) as a Certified Arborist.
- 18.5.2.10 Current accreditation with the International Society of Arboriculture (ISA) and/or the Tree Care Industry Association (TCIA) as a Certified Ground Operations Specialist and/or a Tree Worker/Climber Specialist.

- 19. CITY'S RIGHT TO DISQUALIFY FOR CONFLICT OF INTEREST:** The City reserves the right to disqualify any Offeror based on any real or apparent conflict of interest that is disclosed by the Offer submitted or any other data available to the City. This disqualification is at the sole discretion of the City. Any Offeror submitting an Offer herein 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 of Phoenix or any court.



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20. SOLICITATION TRANSPARENCY POLICY:

- 20.1** 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.
- 20.2** 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.
- 20.3** Offerors may discuss their Offer 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.
- 20.4** With respect to the selection of the successful Offerors, the City Manager and City Manager's Office will continue the past practice of exerting no undue influence on the process.
- 20.5** 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.
- 20.6** "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.



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21. PROTEST PROCESS:

- 21.1** 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.
- 21.2** 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.
- 21.3** 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.
- 21.4** 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.
- 21.5** All protests will be in writing, filed with the Procurement Officer identified in the solicitation and include the following:
- 21.5.1 Identification of the solicitation number;
 - 21.5.2 The name, address and telephone number of the protester;
 - 21.5.3 A detailed statement describing the legal and factual grounds for the protest, including copies of relevant documents;
 - 21.5.4 The form of relief requested; and
 - 21.5.5 The signature of the protester or its authorized representative.
- 21.6** 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



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requirements will not be considered. Protests must be filed with the Procurement Officer.

- 22. 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.
- 23. 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 late.
- 24. 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 Offeror 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.
- 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 multiple award.



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- 26. EVALUATION OF COMPETITIVE SEALED OFFERS:** Any ties in scoring will be resolved with a best and final price request and the lowest price will prevail.
- 27. DETERMINING RESPONSIVENESS AND RESPONSIBILITY:**
- 27.1** Offers will be reviewed for documentation of qualifications, completeness, and compliance with the Solicitation requirements. The City reserves sole discretion to determine responsiveness and responsibility.
- 27.2** 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.
- 27.3** 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.
- 27.4** 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, financial ability, and facilities for conducting the work to be performed.
- 27.5** The Procurement Officer will review each Offer to determine if the Offeror is responsible and responsive. 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.
- 27.6** 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.



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- 28. 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.
- 29. OFFERS NOT WITHIN THE COMPETITIVE RANGE:**
The City may notify Offerors of Offers that the City determined are not in the Competitive Range.
- 30. DISCUSSIONS WITH OFFERORS IN THE COMPETITIVE RANGE:**
- 30.1** 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.
- 30.2** 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).
- 30.3** 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.
- 30.4** 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



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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.

31. BEST AND FINAL OFFERS (BAFO):

31.1 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.

31.2 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.

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

31.4 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.

32. OFFER SUBMITTAL FORMAT:

32.1 The written Offer may not exceed 50 single-sided pages, exclusive of the following items:

- Cover Letter
- Table of Contents
- Required Submittal Forms
- Price Proposal

32.2 Additionally, 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



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- 33. LANDSCAPING PROPOSALS:** The Landscaping Proposal must be organized in a tabular format and divided by sections, in accordance with the outline below. If the Offeror fails to provide all data requested, the City may deem the Offer non-responsive.

In the Landscaping Proposal, the Offeror shall demonstrate evidence of satisfactory past performance of contracts of similar size, scope and complexity. The Offeror shall also reasonably demonstrate evidence that its human and physical resources are sufficient to meet the requirements of the Contract, as specified, and to ensure the level of service required, including sufficient personnel in the requisite disciplines and all necessary skills, experience, and equipment to complete the Contract as required.

33.1 Tab 1 – Cover Letter, Table of Contents, and Submittals:

33.1.1 Provide a cover letter identifying the Offeror, including the name, title, address, telephone number and e-mail address of the Offeror’s authorized representative, and signed by a representative authorized to bind the Offeror to the terms of the Offer.

33.1.2 Provide a Table of Contents of the Offer

33.1.3 Complete Attachment A - Costs and Payments.

33.1.4 Complete Attachment B - Years in Business and References.

33.1.5 Complete Attachment C – Emergency Contact Information.

33.1.6 Complete Attachment D - Offer Form.

33.1.7 Complete Attachment E - Solicitation Transparency Form.

33.1.8 Sign any solicitation addenda (if any).

33.2 Tab 2 – Method of Approach (450 Points Maximum):

33.2.1 Describe the Offer’s experience with water management when performing landscape maintenance. In the description include a minimum of seven best practices of efficient water management with the assumption that appropriate regional plant choices and landscape design were considered. Explain how each best practice conserves water.

33.2.2 Describe the effects of frequent, shallow landscape watering, include a minimum of three reasons why it should be avoided.



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33.2.3 Explain the methodology your company would use to determine efficient and adequate landscape watering depth.

33.2.4 Describe four methods on how the Offeror will prioritize maintaining the water usage levels within prescribed water budgets levels as identified in Exhibit B – Monthly Water Budgets, without compromising the health of the existing plants.

33.3 Tab 3 – Attachment F - Price Proposal (350 Points Maximum):

33.3.1 The Price Proposal in Attachment F consists of three routine service tables for the three site groups. The Price Proposal also contains a table for the additional/ancillary services costs.

33.3.2 For the routine service tables, Proposers may submit pricing for either one group or multiple groups. Evaluations will be conducted for each site group separately.

33.3.3 In addition to submitting routine service pricing for at least one site group, Proposers must complete the additional/ancillary services table on page three of Attachment F.

33.4 Tab 4 – Capacity and Experience (200 Points Maximum):

33.4.1 Provide a brief one (1) page resume for each Key Staff position identified below that demonstrates additional water conservation experience or training:

- Contract Superintendent
- Arborist
- Irrigation Technician

33.4.2 Describe the Offeror's knowledge and experience with Calsense Water Management Software.



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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 Contractor fails to provide recommended information, the City may, at its sole option, ask the Contractor 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.

"Water Services Director" The contracting authority for the Water Services Department, City of Phoenix, AZ, authorized to sign contracts and amendments thereto on behalf of the City of Phoenix, AZ.



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“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 bids, 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, bids 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.

2. CONTRACT INTERPRETATION:

- 2.1 APPLICABLE LAW:** This Contract will be governed by the law of the State of Arizona, and suits pertaining to this Contract will be brought only in Federal or State courts in Maricopa County, State of Arizona.
- 2.2 CONTRACT ORDER OF PRECEDENCE:** In the event of a conflict in the provisions of the Contract, as accepted by the City and as they may be amended, the following will prevail in the order set forth below:



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- 2.2.1 Special terms and conditions.
 - 2.2.2 Standard terms and conditions.
 - 2.2.3 Amendments.
 - 2.2.4 Statement or scope of work.
 - 2.2.5 Specifications.
 - 2.2.6 Attachments.
 - 2.2.7 Exhibits.
 - 2.2.8 Instructions to Contractors.
 - 2.2.9 Other documents referenced or included in the Solicitation.
- 2.3 ORGANIZATION – EMPLOYMENT DISCLAIMER:** The Agreement resulting hereunder is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties will be only those expressly set forth in the agreement. The parties agree that no persons supplied by the Contractor in the performance of Contractor’s obligations under the agreement are considered to be City’s employees and that no rights of City civil service, retirement or personnel rules accrue to such persons. The Contractor will have total responsibility for all salaries, wage bonuses, retirement, withholdings, workmen’s compensation, occupational disease compensation, unemployment compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and will save and hold the City harmless with respect thereto.
- 2.4 SEVERABILITY:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid will not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.
- 2.5 NON-WAIVER OF LIABILITY:** The City of Phoenix as a public entity supported by tax monies, in execution of its public trust, cannot agree to waive any lawful or legitimate right to recover monies lawfully due it. Therefore, any Contractor agrees that it will not insist upon or demand any



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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.

- 2.6 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.

3. CONTRACT ADMINISTRATION AND OPERATION:

- 3.1 RECORDS:** All books, accounts, reports, files and other records relating to the contract will be subject at all reasonable times to inspection and audit by the City for five years after completion of the contract. Such records will be produced at a City of Phoenix office as designated by the City. Confidentiality will be maintained, and City will not violate any proprietary or other confidentiality agreements vendor has in place.
- 3.2 DISCRIMINATION PROHIBITED:** Contractor agrees to abide by the provisions of the Phoenix City Code Chapter 18, Article V as amended.

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



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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.

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

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

3.3.2 For a Contractor with more than 35 employees: Contractor in performing under this Agreement shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age, or disability, nor otherwise commit an unfair employment practice. The Contractor will ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age, or disability, and shall adhere to a policy to pay equal compensation to men and women who perform jobs that require substantially equal skill, effort, and responsibility, and that are performed within the same establishment under similar working conditions. Such action shall include but not be limited to the following: employment, promotion,



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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.

- 3.3.3 **Documentation:** Suppliers and lessees may be required to provide additional documentation to the Equal Opportunity Department affirming that a nondiscriminatory policy is being utilized.
- 3.3.4 **Monitoring:** The Equal Opportunity Department shall monitor the employment policies and practices of suppliers and lessees subject to this article as deemed necessary. The Equal Opportunity Department is authorized to conduct on-site compliance reviews of selected firms, which may include an audit of personnel and payroll records, if necessary.
- 3.4 LEGAL WORKER REQUIREMENTS:** The City of Phoenix is prohibited by A.R.S. § 41-4401 from awarding a contract to any Contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Contractor agrees that:
- 3.4.1 Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214, subsection A.
- 3.4.2 A breach of a warranty under paragraph 1 will be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.



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- 3.4.3 The City of Phoenix retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on the contract to ensure that the Contractor or subcontractor is complying with the warranty under paragraph 1.
- 3.5 HEALTH, ENVIRONMENTAL AND SAFETY REQUIREMENTS:** The Contractor's products, services and facilities will be in full compliance with all applicable Federal, State and local health, environmental and safety laws, regulations, standards, codes and ordinances, regardless of whether or not they are referred to by the City.
- 3.5.1 At the request of City representatives, the Contractor will provide the City:
- 3.5.2.1 Environmental, safety and health regulatory compliance documents (written safety programs, training records, permits, etc.) applicable to services provided by the Contractor in this contract.
 - 3.5.2.2 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.
- 3.5.2 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).
- 3.6 COMPLIANCE WITH LAWS:** Contractor agrees to fully observe and comply with all applicable Federal, State and local laws, regulations, standards, codes and ordinances when performing under this Contract regardless of whether they are being referred to by the City. Contractor agrees to permit City inspection of Contractor's business records, including personnel records to verify any such compliance.

Because the contractor will be acting as an independent contractor, the City assumes no responsibility for the Contractor's acts.



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3.7 LAWFUL PRESENCE REQUIREMENT: Pursuant to A.R.S. §§ 1-501 and -502, the City of Phoenix is prohibited from awarding a contract to any natural person who cannot establish that he or she is lawfully present in the United States. In order to establish lawful presence, this person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. In the event the prevailing responder is unable to satisfy this requirement, the City will Offer the award to the next-highest scoring responder. The law does not apply to fictitious entities such as corporations, partnerships and limited liability companies.

3.8 CONTINUATION DURING DISPUTES: Contractor agrees that notwithstanding the existence of any dispute between the parties, insofar as is possible, under the terms of the contract, the Contractor will continue to perform the obligations required of Contractor during the continuation of any such dispute unless enjoined or prohibited by an Arizona Court of competent jurisdiction.

3.9 EMERGENCY PURCHASES: The City reserves the right to purchase from other sources those items which are required on an emergency basis and cannot be supplied immediately from stock by the Contractor.

4. COSTS AND PAYMENTS:

4.1 GENERAL: Any prompt payment terms Offered must be clearly noted by the Contractor on all invoices submitted to the City for the payment of goods or services received. The City will make every effort to process payment for the purchase of material or services within 30 to 45 calendar days after receipt of a correct invoice, unless a good faith dispute exists to any obligation to pay all or a portion of the account. Payment terms are specified in the Offer.

4.2 PAYMENT DEDUCTION OFFSET PROVISION: Contractor acknowledges that the City Charter requires that no payment be made to any Contractor as long as there is an outstanding obligation due to the City. Contractor agrees that any obligation it owes to the City will be offset against any payment due to the Contractor from the City.

4.3 LATE SUBMISSION OF CLAIM BY CONTRACTOR: The City will not honor any invoices or claims which are tendered one year after the last item of the account accrued.



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- 4.4 DISCOUNTS:** Payment discounts will be computed from the date of receiving acceptable products, materials and/or services or correct invoice, whichever is later to the date payment is mailed.
- 4.5 NO ADVANCE PAYMENTS:** Advance payments are not authorized. Payment will be made only for actual services or commodities that have been received, unless addressed specifically in the Scope of work for subscription services.
- 4.6 FUND APPROPRIATION CONTINGENCY:** The Vendor 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 Vendor and the City herein recognize that the continuation of any contract after the close of any given fiscal year of the City, which ends on June 30th of each year, will be subject to the approval of the budget of the City providing for or covering such contract item as an expenditure therein. The City does not represent that said budget item will be actually adopted, said determination being the determination of the City Council at the time of the adoption of the budget.
- 4.7 MAXIMUM PRICES:** The City will not be invoiced at prices higher than those stated in any contract resulting from this Offer. Contractor certifies, by signing this Offer that the prices Offered are no higher than the lowest price the Contractor charges other buyers for similar quantities under similar conditions, as applicable and shown by quotes for like services and goods. Contractor further agrees that any reductions in the price of the goods or services covered by this Offer and occurring after award will apply to the undelivered balance. The Contractor will promptly notify the City of such price reductions.
- 4.8 F.O.B. POINT:** All prices are to be quoted F.O.B. delivered, unless specified elsewhere in this solicitation.

5. CONTRACT CHANGES:

- 5.1 CONTRACT AMENDMENTS:** Contracts will be modified only by a written contract amendment signed 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



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shall be in writing and contract changes shall be by written amendment signed by both parties.

5.2 ASSIGNMENT - DELEGATION: No right or interest in this contract nor monies due hereunder will be assigned in whole or in part without written permission of the City, and no delegation of any duty of Contractor will be made without prior written permission of the City, which may be withheld for good cause. Any assignment or delegation made in violation of this section will be void.

5.3 NON-EXCLUSIVE CONTRACT: Any contract resulting from this solicitation will be awarded with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods or services from another source when necessary.

6. RISK OF LOSS AND LIABILITY:

6.1 TITLE AND RISK OF LOSS: The title and risk of loss of material or service will not pass to the City until the City actually receives the material or service at the point of delivery; and such loss, injury, or destruction will not release seller from any obligation hereunder.

6.2 ACCEPTANCE: All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. Noncompliance will conform to the cancellation clause set forth in this document.

6.3 FORCE MAJEURE: Except for payment of sums due, neither party will be liable to the other nor deemed in default under this contract if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force majeure will not include late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition.

If either party is delayed at any time in the progress of the work by force majeure, the delayed party will notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and will specify the causes of such delay in such notice. Such notice will be hand-delivered or mailed certified-return receipt and will make a specific



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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.

6.4 LOSS OF MATERIALS: The City does not assume any responsibility, at any time, for the protection of or for loss of materials, from the time that the contract operations have commenced until the final acceptance of the work by the project manager.

6.5 CONTRACT PERFORMANCE: Contractor will furnish all necessary labor, tools, equipment, and supplies to perform the required services at the City facilities designated, unless otherwise specifically addressed in the scope, or elsewhere in this Agreement. The City's authorized representative will decide all questions which may arise as to the quality and acceptability of any work performed under the contract. If, in the opinion of the City's authorized representative, performance becomes unsatisfactory, the City will notify the Contractor.

The Contractor will have 30 days from that time to correct any specific instances of unsatisfactory performance, unless a different amount of time is specified in the agreement. In the event the unsatisfactory performance is not corrected within the time specified, the City will have the immediate right to complete the work to its satisfaction and will deduct the cost to cover from any balances due or to become due the Contractor. Repeated incidences of unsatisfactory performance may result in cancellation of the agreement for default.

6.6 DAMAGE TO CITY PROPERTY: Contractor will perform all work so that no damage to the building or grounds results. Contractor will repair any damage caused to the satisfaction of the City at no cost to the City.

Contractor will take care to avoid damage to adjacent finished materials that are to remain. If finished materials are damaged, Contractor will repair and finish to match existing material as approved by the City at Contractor's expense.



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7. CITY'S CONTRACTUAL RIGHTS:

- 7.1** 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.
- 7.2 NON-EXCLUSIVE REMEDIES:** The rights and remedies of the City under this Contract are non-exclusive.
- 7.3 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.
- 7.4 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.
- 7.5 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 bid and/or performance bond, or (3) a combination of the aforementioned remedies or other remedies as provided by law.
- 7.6 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.
- 7.7 COST JUSTIFICATION:** In the event only one response is received, the City may require that the Contractor submit a cost proposal in sufficient



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detail for the City to perform a cost/price analysis to determine if the Offer price is fair and reasonable.

7.8 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.

8. CONTRACT TERMINATION:

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

8.2 CONDITIONS AND CAUSES FOR TERMINATION:

8.2.1 This contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving 30-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.

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



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- 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 give the City a positive indication that Contractor will not or cannot perform to the requirements of the contract.

8.3 CONTRACT CANCELLATION: All parties acknowledge that this contract is subject to cancellation by the City of Phoenix pursuant to the provision of Section 38-511, Arizona Revised Statutes.

9. 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 is on the person who is conducting business in Arizona and the City of Phoenix. The legal liability to remit the tax is on the person conducting business in Arizona. Any failure by the Contractor to collect applicable taxes from the City shall not relieve the Contractor from its obligation to remit taxes. It is the responsibility of the prospective Offeror 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.aspx>. 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



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contracting with the City agrees to remit any overpayments back to the City for miscalculations on taxes included in an Offer price.

- 10. TAX INDEMNIFICATION:** Contractor shall, and require the same of all subcontractors, pay all federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require the same of all subcontractors, 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.
- 11. 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.
- 12. NO ISRAEL BOYCOTT:** By entering into this contract, the Contractor certifies that they are not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of goods or services from Israel.



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1. **FOB POINT:** Prices quoted shall be FOB destination, delivered and unloaded, as required, to the location(s) specified on the purchase order.
2. **PRICE:** All prices submitted shall be firm and fixed for the initial first year period of the contract. Thereafter, price increases will be considered annually provided the adjustments are submitted in writing with 30 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 Water Services Director 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 Water Services Director.

3. **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.
4. **METHOD OF INVOICING:** Invoice must be emailed in .pdf format to invoices@phoenix.gov and landscape.maintenance.wsd@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.



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- Remit to address.
5. **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. **PARTIAL PAYMENTS:** Partial payments are not authorized on individual written contract order release number(s) issued. Payment will be made upon final delivery and acceptance of all supplies or services ordered on each contract order release number issued against the agreement.
 7. **SUPPLIER PROFILE CHANGES:** It is the responsibility of the Contractor to promptly update their profile in procurePHX at 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.
 8. **ESTIMATED QUANTITIES OR DOLLAR AMOUNTS (REQUIREMENTS CONTRACTS ONLY):** 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.
 9. **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 thirty 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 Deputy Finance Director or Department Director prior to the institution of the change.
 10. **SUSPENSIONS OF WORK:** The Procurement Officer and the project manager reserve 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.
 11. **HOURS OF WORK:** All work under this contract shall be coordinated with the City's Contract Manager. Any changes to the established schedule must have prior written approval by the City's Contract Manager.



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12. POST-AWARD CONFERENCE: A post-award conference may be held by the Procurement Officer and/or Contract Manager 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.

13. PERFORMANCE INTERFERENCE: Contractor will notify the City’s department contact immediately of any occurrence and/or condition that interferes with the full performance of the contract, and confirm it in writing within 24 hours.

Department Contact: landscape.maintenance.wsd@phoenix.gov

Phone: Will be provided after award of contract.

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. A current listing of eligible entities may be found at www.mesaaz.gov/business/purchasing/save.

Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective entity. Orders placed by other agencies and payment thereof will be the sole responsibility of that entity. The City shall not be responsible for any disputes arising out of transactions made by other entities who utilize this solicitation.

15. ADVERTISING: Contractor will not advertise or publish news releases concerning this contract without the prior written consent of the Deputy Finance Director or Department Director, and the City will not unreasonably withhold permission.

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

17. 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.

18. WORK HOURS: All services shall occur between the hours designated by the WSD Contact Managers, Monday through Friday, excluding City holidays.

19. MISCELLANEOUS FEES: Additional charges for fuel surcharges, delivery charges, dealer prep, environmental fees, waste disposal, shop supplies, set-up, freight and/or



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shipping and handling, etc. will not be paid. These costs must be incorporated in the pricing provided in the bid price schedule.

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.

20. 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 amounts indicated below. 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 Water Services Director will be the sole judge in determining the liquidated damages.

The following liquidated damages may be imposed by the City on the Contractor based on each violation committed by the Contractor’s personnel:

Dust control violation.....	\$10,000
Excessive deficiencies of the same nature..... (over three in any 90-day period)	\$1,000
Irrigation Runoff onto the Streets..... (depending on the extent)	\$50-\$2,500
Illegal waste disposal.....	\$250
Insufficient employees to staff sites.....	\$150
Failure to correct deficiencies within approved time limit.....	\$100
Failure to maintain the approved or adjusted schedule.....	\$50
Employee’s failure to exhibit proper uniform or identification.....	\$50
Improper pruning.....	Plant replacement

21. PROCUREMENT REPORTS: Contractor shall submit procurement reports upon request by the City. Reports shall be submitted in an electronic format acceptable to the City during the term of this contract and any extensions commencing one month after start period. Total purchases for each division must be shown on a separate line. Report should be rounded to the nearest dollar. Contractor will provide sample forms for approval by the City.



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- 22. 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.
- 23. 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 Water Services Director or her authorized representative, the Contractor may be requested to perform the additional or special service.
- 24. 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.
- 25. 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.
- 26. 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.
- 26.1 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.
- 26.2 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.



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- 26.3 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.
- 26.4 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.
- 26.5 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.
- 26.6 Contractor’s Default; Liquidated Damages; Reservation of Remedies for Material Breach:** If Contractor is required to access any City facilities without an escort, City badging is required. Contractor’s default under this section will include, but is not limited to, the following:
- Contract Worker gains access to a City facility(s) without the proper badge or key;



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- Contract Worker uses a badge or key of another to gain access to a City facility;
- Contract Worker commences services under this agreement without the proper badge, key or background screening;
- Contract Worker or Contractor submits false information or negligently submits wrong information to the City to obtain a badge, key or applicable background screening; or
- Contractor fails to collect and timely return Contract Worker's badge or key upon termination of Contract Worker's employment, reassignment of Contract Worker to another City facility or upon the expiration, cancellation or termination of this Agreement.
- Contractor acknowledges and agrees that the access control, badge and key requirements in this section are necessary to preserve and protect the public health, safety and welfare. Accordingly, Contractor agrees to properly cure any default under this section within three business days (excluding weekends and City holidays) from the date notice of default is sent by the City. The parties agree that Contractor's failure to properly cure any default under this section will constitute a breach of this section. In addition to any other remedy available to the City at law or in equity, the Contractor will be liable for and pay to the City the sum of \$1,000.00 for each breach by Contractor in this section. The parties further agree that the sum fixed above is reasonable and approximates the actual or anticipated loss to the City at the time and making of this agreement if Contractor breaches this section. Further, the parties expressly acknowledge and agree to the fixed sum set forth above because of the difficulty of proving the City's actual damages if Contractor breaches this section. The parties further agree that three breaches by Contractor in this section arising out of any default within a consecutive period of three months or three breaches by Contractor in this section arising out of the same default within a period of 12 consecutive months will constitute a material breach of this agreement by Contractor and the City expressly reserves all of its rights, remedies and interests under this agreement, at law and in equity including, but not limited to, termination of this agreement.

26.7 Employee Identification and Access: Contract Workers are forbidden access to designated restricted areas. Access to each building will be as directed by the authorized Phoenix authorized representative. Contract Workers are not authorized access other than during scheduled hours. Access to the building will be directed by the City's authorized representative.



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Only authorized Contract Workers are allowed on the premises of the City facilities/buildings. Contract Workers are not to be accompanied in the work area by acquaintances, family members, assistants or any other person unless said person is an authorized Contract Worker.

Unless otherwise provided for in the scope of work:

- Contract Workers must **always** have city issued badges and some form of verifiable company identification (badge, uniform, employee id).
- Contractor will supply a list of the names and titles of all employees requiring access to the buildings. It is the Contractor's responsibility to provide updates and changes of personnel as necessary.

26.8 Key Access Procedures: If the Contractor Worker's services require keyed access to enter a City facility(ies), a separate key issue/return form must be completed and submitted by the Contractor for each key issued. Contractor must submit the completed key issue/return form to the appropriate badging office.

26.9 Stolen or Lost Badges or Keys: Contractor must immediately report lost or stolen badges or keys to the City's appropriate badging office. If the badge/key was stolen, Contract Worker's must report the theft to their local police department. Prior to issuance of a new badge or key, a new badge application or key issue form must be completed, submittal of a police department report for stolen badges, and applicable payment of the fee(s) listed herein.

26.10 Return of Badge or Key: All badges and keys are the property of the City and must be returned to the City at the badging office within one business day (excluding weekends and City holidays) of when the Contract Worker's access to a City facility is no longer required to furnish the services under this agreement. Contractor will collect a Contract Worker's badge and key(s) upon the termination of the Contract Worker's employment; when the Contractor Worker's services are no longer required at a City facility(s); or upon termination, cancellation or expiration of this agreement.

26.11 Badge and Key Fees: The following constitute the badge and key fees under this agreement. The City reserves the right to amend these fees upon a 30-day prior written notice to Contractor.

Replacement Badge Fee:	\$55.00	per badge
Lost/Stolen Badge Fee:	\$55.00	per badge
Replacement Key Fee:	\$55.00	per key



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Replacement Locks: \$55.00 per lock

27. BACKGROUND SCREENING – MAXIMUM RISK:

27.1 The current risk level and background screening required is **MAXIMUM RISK**.

27.2 Maximum Risk Level: A maximum risk background screening will be performed every five years when the Contract Worker’s work assignment will:

- work directly with vulnerable adults or children, (under age 18); or
- any responsibility for the receipt of payment of City funds or control of inventories, assets, or records that are at risk of misappropriation; or
- unescorted access to:
 - 27.2.1 City data centers, money rooms, high-value equipment rooms; or
 - 27.2.2 Unescorted access to private residences; or
 - 27.2.3 Access to critical infrastructure sites/facilities.

27.3 Requirements: The background screening for maximum 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. In addition, Maximum screening levels may require additional checks as included herein, depending on the scope of work, and may be amended if the scope of work changes.

27.4 Additional Maximum Risk Background Checks: Maximum screening will additionally require:

- Driving records (for driving positions only).

27.5 Contractor Certification; City Approval of Maximum Risk Background Screening: Unless otherwise provided for in the Scope of Work, Contractor will be responsible for:

- Determining whether Contract Worker(s) are disqualified from performing work for the City for maximum risk level background checks; and,
- Submitting pass/fail results to the City for approval; and,
- Reviewing the results of the background check every three to five years, dependent on scope; and,



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- To engage in whatever due diligence is necessary to make the decision on whether to disqualify a Contract Worker; and,
- Submitting the list of qualified Contract Workers to the contracting department; and,
- If, upon review of the background information, the City will advise the Contractor if it believes a Contract Worker should be disqualified. The Contractor will evaluate the Contract Worker and if the Contractor believes that there are extenuating circumstances that suggest that the person should not be disqualified, the Contractor will discuss those circumstances with the contracting department. The contracting department decision on disqualification of a Contract Worker is final.
- 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.
- 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.
- The City final documented decision will be an “approve” or “deny” for identified Contract Workers.
- The City will not keep records related to background checks once they are confirmed. Information to verify the results will be returned to the Contractor, or any contracted agency that assists with review, after the City’s completed review.
- By executing this agreement, Contractor further certifies and warrants that Contractor has satisfied all such background screening requirements for the maximum risk background screening, and verified legal worker status, as required.
- Contract Workers will not apply for the appropriate City of Phoenix identification and access badge or keys until Contractor has received the City’s written acceptance of Contract Worker’s maximum risk background screening. The City may, in its sole discretion, accept or reject any or all the Contract Workers proposed by Contractor for performing work under this Agreement. A Contract Worker rejected for work at a maximum risk level



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under this agreement will not be proposed to perform work under other city contracts or engagements without city's prior written approval.

27.6 The City may, at any time, in its sole discretion, refuse to allow an employee access to an area for any of the following reasons, but not limited to:

- Conviction of a felony.
- Conviction of a misdemeanor (not including traffic or parking violation).
- Any outstanding warrants (including traffic and parking violations).
- A person currently on parole or probation.
- A person currently involved in an investigation.

27.7 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.

27.8 Additional City Rights Regarding Security Inquiries:

27.8.1 In addition to the foregoing, the City reserves the right, but not the obligation, to:

- Have a Contract Worker be required 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) or Phoenix City Code § 4-22 or both;
- 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 Contract Workers; and
- Object, at any time and for any reason, to a Contract Worker performing work, including supervision and oversight, under this Contract.



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- 28. CONFIDENTIALITY AND DATA SECURITY:** All data, regardless of form, including originals, images and reproductions, prepared by, obtained by, or transmitted to Contractor in connection with this Agreement is confidential, proprietary information owned by the City, the Contractor shall not disclose data generated in the performance of the service to any third person.

Contractor agrees to abide by all current applicable legal and industry data security and privacy requirements and subject to Payment Card Industry Standards, if applicable. A violation of this Section may result in immediate termination of this Agreement without notice. The obligations of Contractor under this Section shall survive the termination of this Agreement.

- 29. 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.

29.1 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.
- 30. EMERGENCY TWENTY-FOUR HOUR SERVICE:** Emergency 24-hour service is to be provided by Contractor at no additional cost. The Contractor shall provide an emergency contact person, with phone number, who is authorized to release material to



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the City of Phoenix during non-business hours, in the event of an emergency repair requirement. Any changes in contacts must be promptly submitted to the City.

- 31. 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.

- 32. 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 or like equipment to control weeds without prior written authorization from the project manager. 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.

- 33. ENVIRONMENTAL PREFERRED PRODUCTS:** The City of Phoenix has adopted a Sustainable Purchasing Policy <https://www.phoenix.gov/oep/economy/spp> 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,



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- 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.



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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 submittal instructions.

- 34. 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.
- 35. 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.
- 36. 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.



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- 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 Water Services 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 Water Services Department.

Proof of compliance with OSHA regulation 1910.1200, Hazard Communication, shall be provided to the City's Water Services Department, upon commencement of this Contract, and reviewed by the Water Services Department Safety Analyst for



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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.

- 37. 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,



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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.

- 38. 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/streets/traffic-management/right-of-way-mgmt-program-information.



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1. DEFENSE AND INDEMNIFICATION CLAUSE:

Contractor (“Indemnitor”) must defend, indemnify, and hold harmless the City of Phoenix and its officers, officials (elected or appointed), agents, and employees (“Indemnatee”) 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 Indemnatee 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 Indemnatee accrues immediately at the time a claim is threatened or a claim is made against Indemnatee, whichever is first. Indemnitor’s duty to defend exists regardless of whether Indemnitor is ultimately found liable. Indemnitor must indemnify Indemnatee from and against any and all Losses, except where it is proven that those Losses are solely a result of Indemnatee’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 Indemnatee 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.

Contractor (“Indemnitor”) must defend, indemnify, and hold harmless the City of Phoenix and its officers, officials (elected or appointed), agents, and employees (“Indemnatee”) 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 Indemnatee 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 Indemnatee accrues immediately at the time a claim is threatened or a claim is made against Indemnatee, 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



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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.

2. INSURANCE REQUIREMENTS:

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, his agents, representatives, employees or subcontractors and Contractor may purchase such additional insurance as they determine necessary.

2.1. 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.

2.1.1. 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 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, relating to this contract.



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- 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.

2.1.2. 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, related 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.

2.1.3. 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.

2.1.4. Contractor’s Pollution Liability

For losses caused by pollution conditions that arise from the operations of the Contractor as described in the Scope of Services section of this Contract.



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Per Occurrence	\$1,000,000
General Aggregate	\$2,000,000

- The policy should be written on an “occurrence” basis with no sunset clause.
- The policy must name 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.
- The policy must provide coverage for pollution conditions that arise from the operations of the contractor described under the Scope of Services of the contract. The policy should include the following coverages:
 - Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death and medical monitoring costs.
 - Property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, cleanup costs, and the loss if use of tangible property that has not been physically injured or destroyed including diminution in value.
 - Environmental damage including physical damage to soil, surface water or groundwater, or plant or animal life, caused by pollution conditions and giving rise to clean-up costs.
 - Defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensation damages.
 - Asbestos or lead – no exclusion
 - Mold and legionella coverage
 - Transportation of cargo
 - Non-Owned Disposal Site coverage
 - Definition of pollution conditions shall include sediments
- If the scope of work involves treatment, storage or disposal of hazardous wastes from the job site, Contractor must furnish an insurance certificate from the designated disposal facility establishing that the facility operator maintains current Pollution Legal Liability Insurance in the amount of not less than \$1,000,000 per occurrence/\$2,000,000 annual aggregate and will cover sudden



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and gradual pollution losses arising from the facility, associated with work performed under this agreement.

- 2.2. NOTICE OF CANCELLATION:** For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to the City, within 5 business days of receipt, a notice if a policy is suspended, voided or cancelled for any reason. Such notice must be mailed, emailed, or hand delivered to **City of Phoenix, Water Services Department, Procurement Section, 200 W. Washington St., 9th Floor, Phoenix, AZ 85003** or at wsdprocurement@phoenix.gov.
- 2.3. 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.
- 2.4. 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, Water Services Department, Procurement Section, 200 W. Washington St., 9th Floor, Phoenix, AZ 85003** or at wsdprocurement@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.**

- 2.5. 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



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appropriate to the type of work being performed under the subcontract. Contractor assumes liability for all subcontractors with respect to this Contract.

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



SECTION V – SCOPE OF WORK

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1. **PURPOSE:** The City of Phoenix Water Services Department (WSD) is soliciting for a Contractor with knowledge of water conservation for adherence of water budgets in the performance of landscape maintenance services. The Contractor will be performing routine, additional project-related, and emergency Grounds and Landscape Maintenance Services for 14 water budgeted properties owned, operated, and maintained by WSD. Water conservation elements are incorporated into this contract to reduce water use for irrigation, maintenance frequencies of landscapes, and overall costs.

The purpose of water budget adherence and landscape maintenance at WSD properties is to maintain all aspects of the landscape so that:

- 1.1. Plants and trees are healthy and thriving;
- 1.2. Water is not over or under used;
- 1.3. The site is clean and free of debris;
- 1.4. The site is aesthetically pleasing; and
- 1.5. Property hardscape, irrigation systems, and landscape elements function as designed.

2. **BACKGROUND:** The Contractor shall furnish and maintain all necessary labor, supplies, chemicals, vehicles, tools, and equipment sufficient in quantity, operational condition and capacity to efficiently provide grounds and landscape maintenance, weed control services, and water budgeted irrigation at select WSD properties in accordance with the terms, conditions, and requirements contained in the contract.

WSD has incorporated increased water conservation accountability and seasonal water budget elements into this contract as the result of an audit of existing Citywide landscape servicing contracts performed by the Water Efficiency Task Force and recommendations from the City Council's 2019 Water Conservation Ad Hoc Committee. This contract is unique to WSD and serves as a pilot to demonstrate water and cost savings. Upon doing so, these elements may be applied to future Citywide contracts.

3. **WSD CONTRACT MANAGEMENT:**

- 3.1. **WSD Contract Managers:** The contract will be jointly administered by a facility/yard supervisor for each location, and an authorized representative for each WSD Division known as the WSD Contract Manager. WSD Contract Managers will audit billings, approve invoice payments, review and approve



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schedules and schedule changes, and will be responsible for all performance issues relating to this contract.

4. **SPECIAL REQUIREMENTS: CALSENSE WATER MANAGEMENT SOFTWARE:** Some sites may use Calsense irrigation controllers. For those sites, Contractor must be Calsense trained and possess Calsense Water Management software to monitor these City-owned irrigation systems.

5. CONTRACTOR REQUIREMENTS

5.1. IRRIGATION SYSTEMS AND WATER BUDGET:

5.1.1. The Contractor shall adopt overall landscape management principles that encourage and emphasize landscape health and responsible water application at all WSD properties in accordance with Exhibit B – Monthly Water Budgets and Exhibit C – Seasonal Landscape Watering Guidelines. The WSD Contract Manager(s) will be responsible for ensuring that such principles are employed by the Contractor. The WSD Contract Manager(s) will communicate to the Contractor if it has been determined such principles are not being observed to formulate corrective actions where necessary.

5.1.2. The Contractor shall provide all labor and equipment necessary for the inspection, maintenance, operation, and repair of existing plant irrigation systems so that they are maintained to be fully operational and without leaks always. Contractor must have the proper controller key(s) for programming solar irrigation controllers.

5.1.2.1. Note that as-built drawings, diagrams, and schematics for the irrigation systems at each WSD facility is unavailable. Information pertaining to the age of the irrigation systems at each WSD facility is also unavailable.

5.1.3. Maintenance and repair of irrigation systems downstream from solenoid valves shall be Contractor's responsibility and included in routine services fees. Other repairs will be allowed as additional services upon approval by the City. Emergency services may be approved by the City over the phone, with the City issuing written approval within 24 hours after contact.

5.1.4. Contractor shall set, manage, and control irrigation system controller programs to apply water to plant materials in accordance with specified water budgets in Exhibit B – Monthly Water Budgets and Exhibit C – Seasonal Landscape Watering Guidelines, seasonal conditions, and individual plant requirements. The WSD Contract Manager(s) reserve the right to make recommendations and request changes to controller programs



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to assure appropriate watering schedules.

- 5.1.5. Contractor shall ensure all irrigation berms and swales are maintained as designed to optimize passive irrigation.
- 5.1.6. 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.
- 5.1.7. 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 WSD Contract Manager(s) and provide 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 WSD Contract Manager's opinion the lack of water caused by irrigation system shutdown will cause immediate stress or death of plant material, Contractor will operate the system manually at no additional charge.
- 5.1.8. Water Budgets have been established for the WSD properties listed in Exhibit B – Monthly Water Budgets. These properties require a higher level of water usage management. Water shall be applied by the Contractor at these properties in amounts no greater than twenty percent (20%) of each property's prescribed monthly water budget. Water Budgets for WSD properties are subject to change by the City based on water consumption data trends and changes to landscape conditions.

5.2. ROUTINE SERVICES: Contractor shall provide the following “routine services” at the costs detailed in Attachment F - Price Proposal. A bullet list of routine services in brief is provided below.

- 5.2.1. Inspect the property to be serviced before beginning work for issues pertaining to:
 - 521.1. damaged irrigation, plant material, ground material, and barriers
 - 521.2. irrigation system operation, settings, leaks, and clogged emitters
 - 521.3. grading, drainage, and hardscape conditions
 - 521.4. plant and tree health



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- 5215. plant and tree overgrowth
- 5216. weed and debris accumulation
- 5.2.2. Program and maintain or repair Irrigation to ensure:
 - 5221. plant health
 - 5222. compliance with seasonal landscape watering guidelines in Exhibit C– Seasonal Landscape Watering Guidelines, and in Exhibit B– Monthly Water Budgets.
 - 5223. berms and swales are free of debris to optimize passive irrigation
 - 5224. application of water only to target areas
 - 5225. elimination of leaks, runoff, and overspray
 - 5226. elimination of obstructions to emitters
 - 5227. operation as designed
- 5.2.3. Maintain all Drainage structures to ensure:
 - 5231. berms, swales, and retention basins convey and absorb stormwater as designed
 - 5232. grates, catch basins, rip-rap, and curb openings to storm drains are free of obstructions and debris
 - 5233. free flow occurs through conveyances to storage components or retention basins
 - 5234. care is used when maintaining lagoons with plastic liners
- 5.2.4. Maintain Decomposed Granite to ensure:
 - 5241. it is contained in planted areas
 - 5242. it is swept from all curbs, walks, driveways, and roads



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- 524.3. non-flat surfaces are raked in an upward direction
- 524.4. holes, potholes, ruts, settlement, depressions or undermines are backfilled
- 524.5. eroded or washed away material is redistributed or replenished to a 2-inch depth
- 524.6. it extends under all plant materials within landscape areas
- 5.2.5. Maintain and/or inspect Hardscape to ensure:
 - 525.1. deterioration or unsafe conditions are immediately reported to the WSD Contract Manager(s)
 - 525.2. weeds, debris, gum, and stains are removed
- 5.2.6. Mow and Edge turf areas to ensure:
 - 526.1. debris is picked up prior to mowing
 - 526.2. grass height is no more than 1 1/3 inches from April 1 through October 31
 - 526.3. grass height is between 1 and 3 inches from November 1 through March 31
 - 526.4. turf is edged along building structures, curbs, sidewalks, driveways and their physical barriers
 - 526.5. clippings, trimmings, scrap, litter, and debris are immediately removed from the property
- 5.2.7. Prune and shape trees, palms, woody perennials, bushes, shrubs, and groundcover:
 - 527.1. only as necessary to maintain the healthy and natural growth within spatial limitations
 - 527.2. sparingly during summer months



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- 5273. never into geometric shapes
- 5.2.8. Plant, remove, and/or replace trees, shrubs, groundcover, or flowers seasonally as directed by the WSD Contract Manager(s)
- 5.2.9. Apply fertilizer and/or soil amendments, to ensure:
 - 5291. establishment and healthy growth of new plants and trees
 - 5292 healthy growth of established shrubs, groundcovers, turf, and non-desert trees at frequencies described in Sustainable Landscape Management: Standards for Landscape Care in the Desert Southwest (SLM)
- 5.2.10. When Pesticides, Insecticides, Herbicides, and Other Chemicals are necessary or used, ensure that:
 - 52101. Integrated Pest Management (IPM) principles following the four-tiered approach found at the EPA IPM website have been implemented and documented prior to use.
 - 52102 The WSD Contract Manager(s) are immediately notified of any disease or pest infestation
 - 52103. The WSD Contract Manager(s) are notified of any and all chemical application at WSD properties prior to application.
 - 52104. pre-emergent herbicide is NEVER used on any WSD property
 - 52105. 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
- 5.2.11. Maintain and/or inspect Tree and Shrubs Staking to ensure:
 - 52111. staked shrub and tree trunks and branches are not girdling or chafing or rubbing causing bark wounds
 - 52112 stakes and guy wires are adjusted, replaced, removed, or flagged as necessary



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52113. trees and shrubs are re-staked and re-wired where necessary within twenty-four (24) hours following wind storms

52114. broken trees and tree limbs are removed from the property right-of-way areas, vehicular and bus travel lanes, and sidewalks

5.2.12. Maintain Cactus and Succulents to ensure:

52121. supplemental irrigation is provided during summer months should wilting or shriveling occur

52122. decomposed granite is graded and drainage is provided to avoid water collection at the base of cactus and succulents

52123. damage caused by common enemies such as the Agave Snout Nosed Weevil is recognized, treated, and removed to prevent damage from spreading

52124. agave plants are removed after they have flowered

52125. diseased tissue is removed from saguaros

5.2.13. Clean and remove all Weeds and Debris

5.3. **INSPECTION:**

5.3.1. Contractor shall inspect all irrigation systems for leaks, clogged emitters, and other issues during each routine service to ensure that all devices are functioning properly.

5.3.2. Contractor shall inspect all trees, shrubs, plants, turf, planters, drainage areas, decomposed granite, hardscape, barriers, and stakes for damage, debris, erosion, overgrowth, or disease.

5.3.3. Contractor shall document and report details of property inspections and the resulting service provided to the WSD Contract Manager(s) for that property no more than 7-days following service.

5.4. **DRAINAGE:**

5.4.1. WSD properties have stormwater drainage features that function to retain property surface drainage. In most cases these consist of conveyances and



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retention basins that are integral to the landscaping. Typically, retention areas have trees, shrubs, and groundcovers located throughout. Contractor shall maintain the 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.

- 5.4.2. Contractor shall maintain grates, catch basins, rip-rap, and curb openings to storm drains in a clear and unobstructed condition at all times.
- 5.4.3. Contractor shall remove landscape debris, leaves, trash, weeds, silt, rocks, or other materials from drainage structures and overflow ditches as a routine service such that free flow occurs through the intended conveyance to the storage component or retention basin.
- 5.4.4. Contractor will remove all weeds, grass, trash and debris from irrigation berms and swales to optimize stormwater conveyance and absorption.
- 5.4.5. Contractor shall maintain all lagoons. Some lagoons have a plastic liner that must be kept clear of all vegetation. Contractor must take care with the liners. Contractor will be responsible for replacing/ repairing the liners as deemed necessary by the City, at Contractor's expense.

5.5. **DECOMPOSED GRANITE:**

- 5.5.1. Contractor will contain decomposed granite in planted areas and will sweep it from all curbs, walks, driveways, and roads to provide a consistently tidy appearance.
- 5.5.2. Contractor will rake non-flat surfaces in an upward direction.
- 5.5.3. Contractor shall 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.
- 5.5.4. 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.
- 5.5.5. Contractor will replace decomposed granite where it is worn away by foot traffic, or with approval from the WSD Contract Manager(s), may propose installation of an alternate pathway.



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5.5.6. Contractor will replace decomposed granite with the same type, color, and size gradation currently existing on the property. These may vary from one property to another. If a match cannot be made, Contractor shall submit a color and gradation sample as a proposed substitution. The sample must be submitted to the WSD Contract Manager(s) for approval prior to ordering or replacing any material at any property.

5.5.7. The City may ask the Contractor to furnish material; alternatively, the City may provide the decomposed granite and river rock material and request that Contractor to install it.

5.5.8. Contractor will install granite per MAG Specification, Section 430.

5.6. **HARDSCAPING:**

5.6.1. 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.

5.6.1.1. The Contractor shall immediately document and report deterioration or unsafe conditions of any hardscape element of the property to the WSD Contract Manager(s).

5.6.1.2. The Contractor shall control and remove weeds from hardscape.

5.6.1.3. The Contractor shall sweep and/or remove debris, gum, and stains from hardscape.

5.7. **MOWING AND EDGING:**

5.7.1. Prior to mowing, the Contractor shall clean the area of all debris (paper, stones, bottles, and miscellaneous litter).

5.7.2. 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



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the mower would create hazards to pedestrians or motorists.

5.7.3. Contractor shall observe the following general mowing frequencies; however, the WSD Contract Manager(s) may request other frequencies:

57.3.1. April 1 through October 31, Contractor shall maintain grass height of no more than 1 1/3 inches.

57.3.2. November 1 through March 31, Contractor will maintain grass height between 1 inch and 3 inches.

5.7.4. Contractor shall aerate as necessary for optimal health and appearance.

5.7.5. Contractor shall identify to the WSD Contract Manager(s) when de-thatching and over-seeding are needed; if the WSD Contract Manager(s) agree to the work and the price, Contractor shall proceed. Dethatching and over-seeding is considered an Additional Service.

5.7.6. When large portions of any contract area cannot be mowed 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.

5.7.7. Contractor shall complete edging when turf is cut. Edging may be done with a powered, monofilament type edging machine or by hand.

5.7.8. Contractor will use a standard power edger for edging and will use tree guards to protect trees from edger.

5.7.9. Contractor will edge lawns along building structures, curbs, sidewalks, driveways and their physical barriers, except bed dividers, when lawns are cut as required.

5.7.10. If not already indicated in this document, the WSD Contract Manager(s) will notify Contractor of the motion detection systems Contractor must take care not to damage.

5.7.11. Contractor shall remove all clippings, trimmings, scrap, litter or debris before leaving the property.

5.8. PRUNING: The Contractor shall use a natural pruning method to maintain



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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 WSD Contract Manager(s). Well-pruned landscape shrubs and trees have a natural look; they do not look pruned. Good pruning is essentially invisible.

5.8.1. Definitions. These definitions are not meant to identify a pricing structure, but instead to assist communication between Contractor and the WSD Contract Manager(s).

5.8.1.1. Complete prune shall mean pruning the entire tree, such as crown cleaning or crown thinning.

5.8.1.2. 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.

5.8.2. The Contractor will conduct all pruning according to standard arboricultural practices as noted in the current ANSI A300 Pruning Standards and the Sustainable Landscape Management developed by the Arizona Landscape Contractors Association. The contractor shall follow the ANSI Z133.1 safety requirements and all applicable OSHA standards.

5.8.3. The Contractor shall prune all trees to result in a natural and balanced appearance in relation to the tree itself, as well as in relation to surrounding trees and buildings.

5.8.4. The Contractor shall prune and shape 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.

5.8.5. The Contractor shall not make topping, heading, or pollarding cuts.

5.8.6. The Contractor shall prune existing plants and trees to maintain and promote canopy coverage or shade to pedestrian walkways and public areas.

5.8.7. Contractor shall use appropriate tools for the task which are consistent with industry standards. Contractor shall have appropriate tools available at all times and shall keep them in a clean, operative and sharp condition.



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- 5.8.8. Contractor shall not use chain saws, nor gas powered or electric trimming devices without the consent of the WSD Contract Manager(s).
- 5.8.9. 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.
- 5.8.10. Contractor shall start work in an area only if it can be completed that day, unless otherwise agreed to by the WSD Contract Manager(s).
- 5.8.11. Contractor shall prune and remove dead branches, suckers, and stakes; shall prune vegetation in planters so it does not hang over the planters; and shall prune so plant growth is clear of all security system beams; unless otherwise directed by the WSD Contract Manager(s).
- 5.8.12. Contractor shall prune all trees by approved methods 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 Phoenix City Code Section 27-13, which is currently eighteen (18') feet, unless otherwise indicated in this document or in writing by the WSD Contract Manager(s). 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.
- 5.8.13. 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 WSD Contract Manager(s). 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.
- 5.8.14. 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/visibility-landscape>.



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- 5.8.15. Contractor shall not use hedge trimmers to prune the trees and shall remove no more than 20% of canopy during any single pruning.
- 5.8.16. 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 over weekends or holidays. In the event debris, must be left for any period of time, Contractor will stack all trimmings as 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.
- 5.8.17. 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.
- 5.8.18. 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.
- 5.8.18.1. Contractor will prune all trees to be no less than six (6) feet from all fences and walls unless otherwise directed by the WSD Contract Manager(s).
- 5.8.18.2 Contractor shall prune at the time of the year that is most beneficial for the plant material.
- 5.8.18.3. Contractor will remove all dead branches, all flower and fruit parts, whether dead or alive.
- 5.8.19. Palm Pruning - Palms pruning will primarily be of the following species of palms: Phoenix canariensis, Canary Island Date palm, Washingtonia robusta, Mexican fan palm; Washingtonia filifera, California fan palm; and Phoenix dactylifera, 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.
- 5.8.19.1. Contractor will visually inspect each palm during the pruning process and notify the WSD Contract Manager(s) in the event that any hazardous conditions exist (i.e. structural weakness in the trunk).



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- 58.192 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.
- 58.193. 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.
- 58.194. Contractor will sterilize his cutting tools between each palm if disease and/or infection is suspected or known to exist within a certain palm.
- 58.195. 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.
- 58.196. Fronds removed should be severed close to the petiole base without damaging living trunk tissue.
- 58.197. 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.
- 58.198. 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).
- 58.199. 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. At the City's sole option, and upon the WSD Contract Manager's request, Contractor shall provide palm peeling. In some cases, the palms to be peeled will have been already pruned by City staff.



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- 58.19.10. 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.
- 58.19.11. Palm peeling should consist of the removal of the dead frond bases only at the point they contact the trunk without damaging living trunk tissue.
- 58.19.12. Contractor shall provide a written price based on Attachment F – Price Proposal to the WSD Contract Manager(s) for approval prior to commencing the work. The price shall include peeling palms according to the most current ANSI standards.
- 5.8.20. Woody Perennial Pruning
- 5820.1. Woody perennials such as leucophyllum spp., oleanders (other than petite), cassias, and bougainvillea shall be pruned to the base once every three (3) years OR shall be done from the inside out, no tip cuts.
- 5820.2 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, unless otherwise directed. The WSD Contract Manager(s) will determine the appropriate height. (Normal height is the same as the adjoining fence or wall).
- 5820.3. 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.
- 5.8.21. Bushes, Shrubs and Groundcover Pruning
- 5821.1. 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.
- 5821.2 Contractor shall prune when most beneficial to the plants, except when causing a visual obstruction to drivers. The WSD Contract Manager(s) shall reserve the right to determine when plant



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material creates a visibility obstruction.

5821.3. Contractor shall trim shrubs and brush on the property, and any adjacent right-of-way, back to the property line.

5821.4. Pruning shall also include the removal of dead, dying, diseased, and broken portions of each plant.

5821.5. Contractor shall maintain bushes to three-foot maximum height and two-foot clearance within five feet of perimeter fence.

5821.6. 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.

5821.7. When pruning Bushes, Shrubs and Groundcover, Contractor shall:

- remove dieback occurring from winter temperatures to rejuvenate spring growth - i.e. lantana and bougainvillea
- remove growth and branches that interfere with pedestrian movement

- prune after a plant has flowered only if pruning is necessary

- prune to increase quality or yield of flowers

- prune to thin out the branching structure but retain shape

- prune to direct growth

- prune to control growth of fast growing materials

- maintain plant health by removing dead, diseased or injured wood

- prune to promote strong branching structure



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- remove dried seed pods

5821.8. When pruning Bushes, Shrubs and Groundcover, Contractor shall not:

- remove more than 1/3 of shrub foliage at any one time
- create formal shapes
- prune shrubs or groundcovers when they are blooming
- use dull blades that could tear or shred branches
- use pruning sealer

5.9. PLANTING, REMOVAL, AND REPLACEMENT: Seasonal and periodic planting, removal, and/or replacement of trees, shrubs, groundcover, or flowers will be required at various properties.

5.9.1. Contractor will immediately notify the WSD Contract Manager(s) of any unrecoverable or damaged plant material.

5.9.2. Contractor shall obtain approval by the WSD Contract Manager(s) prior to the replacement for all plant material replaced by the Contractor.

5921. 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.

5.9.3. Contractor shall provide a report to the WSD Contract Manager(s) naming plants to be replaced, the plant being used as the replacement, the name of the nursery where the plants are being obtained, and the cost of the plants if replacement is provided by the Contractor. The report shall include the date proposed for conducting the replacement operations and at which area property.

5.9.4. Contractor will replace all plants with the exact same type, variety and size per the original landscape plans, as provided by WSD Contract Manager(s), for the site unless a substitution is requested by the WSD Contract Manager(s). The WSD Contract Manager(s) reserve the right to make



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substitutions for plants that have not been successful in the past.

5.9.5. If 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.

595.1. 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.

595.2. Contractor shall replace plants, trees, shrubs, groundcovers or lawns that are destroyed or damaged because of Contractor's negligence within ten (10) days of City notification at no cost to the City.

595.3. Contractor shall ensure that replacement plants are healthy, free of disease, insects or other deformities.

595.4. Replacement plants shall not be root-bound. Contractor is responsible to verify the condition of the plant material prior to delivery site.

595.5. Contractor shall prepare beds and plant new plant material as requested and authorized by the WSD Contract Manager(s).

595.6. Contractor shall irrigate newly planted materials as necessary for successful establishment.

595.7. Contractor shall remove excess soil from the property which is generated from planting holes and not reused as backfill or for establishing final grading.

595.8. Planters, Flowerbeds, and Pots. Planters, flowerbeds, and pots will require seasonal planting. Contractor shall:

- prepare beds and plant new flowers when requested and authorized by the WSD Contract Manager(s)



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- maintain the health of flowers and vegetation
- remove dead blossoms and shoots from plants
- remove dead plants, vegetation, leaves, weeds, grasses, trash, and debris from planters
- rake and level planters as necessary to ensure appropriate irrigation
- prune vegetation and contain growth within planters

595.9. Tree Planting. Contractor shall follow the procedures and details shown in the City of Phoenix Landscape Standards. Contractor shall:

- rake back existing decomposed granite to allow for excavation of the planting pit
- 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
- dig the width of the planting pit at least three times the width of the planting container for trees, shrubs and groundcovers
- hand-dig all planting pits at the WSD Contract Manager's request
- 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).
- leave smaller branches that do not interfere with the pedestrian or vehicular movement on the trunk

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



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- over-excavate the depth of the planting pit
- drive planting stakes through the root ball
- remove small temporary branches from trunk without City approval
- substitute different types of stakes for those that are indicated on the planting detail
- use an auger to dig planting pits
- leave excavated soil on top of the decomposed granite after completing planting
- apply fertilizer on top of the soil

5.10. **FERTILIZING:**

The purpose for adding fertilizer to plants shall be to support and manage growth by adding supplemental minerals that are in short supply. Desert trees, once mature, do not benefit substantially from routine fertilizer applications. Non-desert trees, and all shrubs and groundcovers will benefit from routine applications of complete fertilizer. Fertilizer and soil amendments must be applied on a routine basis as described in Sustainable Landscape Management: Standards for Landscape Care in the Desert Southwest (SLM), latest edition, to promote healthy, attractive and thriving plant material.

5.10.1. 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.

5.10.2. When fertilizing, Contractor shall:

5.1021. Base fertilization on soil nutrient testing as requested

5.1022 Fertilize all groundcovers and shrubs

5.1023. Always include ammonium phosphate 16:20:0 in the backfill for new plantings at one-half the recommended rate.



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5.1024. Only use homogeneous formulations as opposed to blended mixtures. Provide three liquid foliar fertilizer applications Spring-Fall. Specify more clearly when these applications should be done.

5.1025. When fertilizing, Contractor shall not:

- Apply dry fertilizer to dry ground
- Apply fertilizer to legume type plants (Palo Verde, Mesquite, Sweet Acacia-pod type seed tree)
- Apply fertilizer to cacti or succulents
- Use bleached fertilizer mixtures

5.1026. When adding amendments, Contractor shall:

- Provide 3:1 native soil to mulch in backfill mix for all new and replacement shrubs and groundcovers and non-desert shade trees.
- Mulch should be ground or processed wood product from redwood, ground or shredded fir, redwood or ponderosa bark. Nitrogen content 1%, pH not to exceed 7.5%, and organic matter not less than 85%. Gradation should be treated with non-toxic agents so that it is hydroscopic.

5.1027. When adding amendments, Contractor shall not:

- add mulch or manure to the backfill mix for replacement desert trees
- use steer manure for any backfill or as any other amendment.

5.11. **PESTICIDES, INSECTICIDES, HERBICIDES AND OTHER CHEMICALS:**

In addition to the requirements described in Special Terms and Conditions - Section III, the Contractor shall adhere to the following regarding pesticides, insecticides, herbicides, and other chemicals -

5.11.1. The Contractor shall use Integrated Pest Management (IPM) principles following the four-tiered approach found at the EPA IPM website upon



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- becoming aware of the potential for pest infestation:
- 5.11.1.1. Prevention
- 5.11.1.2. 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
- 5.11.1.3. Set Action Thresholds – A point at which pest populations or environmental conditions indicate that pest or herbicide control action must be taken
- 5.11.1.4. Control – Used only after monitoring, identification, and action thresholds indicate that pest control is required, and preventive methods are no longer effective or available
- 5.11.1.5. The Contractor shall summarize and incorporate IPM efforts into the Annual Report.
- 5.11.2. Routine application of pesticides, insecticides, herbicides, and other chemicals shall not be practiced and are only to be used under specific conditions. Under no circumstance is pre-emergent herbicide to be used on any WSD property.
- 5.11.3. The WSD Contract Manager(s) must be made aware of any and all chemical application at WSD properties prior to application. Additionally, all chemicals used, why they were used, in what quantities they were used, and on which WSD properties they were used shall be included in all Maintenance Reports.
- 5.11.4. Contractor shall immediately notify the WSD Contract Manager(s) 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 the property.
- 5.11.5. 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 Contractor agrees to consider City requests for alternate control methods.
- 5.11.6. The Contractor shall only apply chemicals on WSD properties that are in



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accordance with the City of Phoenix Environmentally Preferable Purchasing (EPP) Policy. 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 Recommendation and Performance Report.

5.11.7. 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.

5.12. STAKING TREES AND SHRUBS: The purpose of staking is to support and protect young trees and shrubs until they are able to stand alone -

5.12.1. Contractor shall keep trees and shrubs that are staked at the beginning of the contract period staked to City specifications until such time as the 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.

5.12.2. Contractor shall obtain the WSD Contract Manager's approval prior to the use of guy wires. Substitute stake types are not allowed unless alternative staking methods or materials are deemed necessary and Contractor has obtained prior approval from the WSD Contract Manager(s).

5.12.3. Contractor shall use approved staking material which consists of two round, two-inch diameter lodge poles, one on each side of the tree, with two hose-protected guy wires between trees and stakes firmly driven into solid soil in accordance with the City of Phoenix Landscape Standards. Guy wires shall be 7 strands; 3/16" galvanized steel cable. Contractor shall loop into a branch crotch using 5/8" rubber hose sleeves at 1/3 the height of the trunk.

5.12.4. Contractor shall consult the WSD Contract Manager(s) for staking detail for trees having a trunk diameter greater than 3 inches as it may be appropriate to secure those trees with 3 stakes in accordance with the City of Phoenix Landscape Standards or the Urban Tree Foundation.

5.12.5. Contractor shall drive stakes a minimum 24 inches into firm, undisturbed soil below the excavated depth of the planting pit and NOT drive stakes into the



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root ball. A top tie shall be placed for maximum support and a bottom tie shall be placed halfway between the top tie and the ground. Stake heights should be equal and not interfere or cause damage to branches.

5.125.1. Contractor shall remove nursery stakes, one inch stakes, metal fence posts, and bamboo stakes where found and when trees are planted or replaced.

5.125.2 Contractor shall flag all guy wires with permanent red flagging material for visibility.

5.125.3. Contractor shall 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.

5.125.4. Contractor shall check all trees stakes for adjustment, replacement, or removal where unnecessary.

5.125.5. When tree stakes are removed, Contractor shall remove the entire stake above and below grade, including all wire and hose materials. It is not acceptable to leave broken stakes at or below grade.

5.125.6. Contractor shall check all properties for trees requiring re- staking and re-wiring within twenty-four (24) hours following wind storms. Additionally, Contractor shall remove broken trees and tree limbs from the property, surrounding street right-of- away, vehicular and bus travel lanes, and sidewalks. Contractor will provide approved staking materials.

5.13. CACTUS AND SUCCULENTS: Contractor shall care for cactus and succulents, be able to recognize signs and symptoms of unhealthy plant material, and shall have the knowledge to treat unhealthy plants-

5.13.1. Contractor shall:

5.13.1.1. Recognize the need for supplemental irrigation (summer only) if wilting or shriveling occurs

5.13.1.2 Recognize the need for good drainage and grade ground material (soil and decomposed granite) properly away from cactus and



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succulents to avoid water collecting at the base

5.13.13. Recognize damage caused by common enemies such as the Agave Snout Nosed Weevil, e.g., lower leaves will lay flat to the ground

5.13.14. Remove plantings that are found to have succumbed to the Agave Weevil immediately and treat surrounding plants with Diazinon or approved equivalent to prevent damage from spreading in April-May and September

5.13.15. Remove agave plants after they have flowered

5.13.16. Replace plants that have been removed only with replacements that have been approved

5.13.17. Remove diseased tissue from saguaros

5.13.2. Contractor shall not:

5.1321. Apply a regular drip system to cactus and succulents

5.1322. Use fertilizer, herbicides or pesticides

5.1323. Provide soil amendments

5.1324. Dig or grade around cacti in a way that would create low spots near cactus and succulents

5.14. WEEDS AND DEBRIS REMOVAL:

5.14.1. Contractor shall empty trash cans and remove all debris from the property including weeds, branches, plant materials, turf trimmings, trash, papers, cans, bottles, dead plants, cigarette butts, leaf and fruit litter, broken branches, etc. on the same day that routine service is performed for the property.

If debris removal is not completed on the day of routine service, Contractor shall send additional crews the following day and shall have crews remain onsite until the property is brought into compliance at no additional cost to the City. Contractor shall be paid only for property services completed in entirety.



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From time to time, the City may require debris removal services only. In these special cases, this additional work shall be charged at the general labor rate.

5.14.2. Contractor shall clean each property area, including grounds, easements, rights-of way surfaces, medians, roadways, parking lots, reservoirs, ditches, in and around retention basins, and drywells, associated rip-rap or rock drainage ways, but not limited to: parking lots; islands; landscaped areas; and multi-use trails throughout, raking under ground cover plants, and cleaning out irrigation valve boxes making sure valves are accessible for inspection and repair.

5.14.3. Contractor will sweep all sidewalks around the buildings clean of debris; power-washing may be necessary to remove bird droppings. The Contractor is not responsible for sweeping of entire parking lots.

5.14.4. Contractor will remove and maintain all weeds to reach no higher than three inches above grade. Contractor shall control weeds and intrusive grasses in all medians, easements, retention and native vegetation strip areas and other planting areas.

5.14.4.1. Generally, weeds are to be controlled by mechanical means (hoeing) at Water properties and not chemical means; however, the WSD Contract Manager(s) may direct the contractor otherwise. Under no circumstances shall chemical means of weed control be applied without written permission from the WSD Contract Manager(s).

5.14.4.2 Contractor will remove weeds from the entire property, including fences and property lines, and maintain the property 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 within a specific.

5.14.4.3. Power blowers are prohibited unless Contractor obtains prior permission from the WSD Contract Manager(s). The WSD Contract Manager(s) may, at their discretion, allow blowers to be used in open areas where it does not affect pedestrians, staff or the general public. Contractor shall not use blowers when the



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general public is present and shall use discretion when working around facilities and private and personal property. Permission to use blowers is subject to change due to unforeseen policy changes by state, county or local government, and by the WSD Contract Manager(s) at any time. Failure to use discretion when using blowers, resulting in dust/debris spreading onto vehicles or facilities, may result in the loss of this privilege.

5.14.4. Contractor shall properly dispose of debris and shall supply trash bags for Contractor's use.

5.15. ADDITIONAL/ANCILLARY SERVICES: Contractor shall provide an itemized list estimating the cost of the repair or service (Attachment F – Price Proposal) to the City for approval prior to the start of the work designated as additional and/or ancillary services. 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.

5.15.1. Irrigation Systems:

5.15.1.1. Maintenance and repair of irrigation systems downstream from solenoid valves shall be Contractor's responsibility and included in routine services fees.

5.15.1.2. Unless included in routine services, other irrigation system repairs will be allowed as additional services upon approval by the City.

5.15.1.3. Contractor shall furnish emergency, 24-hour service, when necessary to immediately repair damaged or malfunctioning irrigation systems that are causing area flooding. Emergency repair costs will be reimbursed as additional services.

5.15.1.4. 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 the WSD Contract Manager(s). All emergency repair labor will be reimbursed at the hourly labor rates indicated in Attachment F – Price Proposal for additional/ancillary services.

5.15.1.5. Note that repairs on ID tubing, PVC pipes, or irrigation pipes that are $\frac{3}{4}$ " or smaller in size should be built into the 'cost per visit' line item(s) of the Routine Services group(s) in Attachment F – Price Proposal.



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Repairs on ID tubing, PVC pipes, or irrigation pipes that exceed 3/4" in size may be charged as an additional/ancillary service:

- The labor shall be included in the "General Labor Work Rate" of the Additional/Ancillary Services table in Attachment F – Price Proposal.
- Any materials (piping, fittings, etc.) used for the referenced service shall be charged as a pass-through cost.

5.15.2. Decomposed Granite: WSD may request additional decomposed granite to be installed by the Contractor.

5.15.3. Dethatching and Overseeding: The WSD may request dethatching and overseeding. However, there will be no overseeding of turf areas on WSD properties with Winter Rye Grass during the months where Bermuda Grass is dormant unless specifically requested by the WSD Contract Manager(s).

5.15.4. Tree Removals: Tree Removals necessary for reasons outside of Contractor's control will be charged to the City by caliper size as additional service.

5.15.5. Plant Removals: Plant removals necessary for reasons outside of Contractor's control will be charged to the City as additional service.

5.15.6. Plant Replacement: Plant material damaged or destroyed for reasons outside of Contractor's control will be charged to the City or reimbursed by the City as additional/ancillary service as a pass-through cost and the contracted general labor rate. The City may, at its option, provide replacement plant material.

5.15.7. 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 will be charged to the City as additional service. 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.

5.15.8. Storm Damage Cleanup: Where the Contractor provides routine services for the property, Contractor will not charge the City for storm damage cleanup if the total amount of material can be collected by one crew in a standard



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service vehicle. Labor and materials more than this amount may be billed as additional work at the general labor rate.

5.16. REPAIRS: Contractor may be called upon to do repairs discussed herein for City property. However, Contractors may also be called upon to provide site restoration services when the Water Services Department has performed system maintenance that has disturbed landscaping and requires repair and restoration at residential facilities (such as individual homes, duplexes, apartment complexes, or retirement buildings) and commercial establishments (such as restaurants, laundries, banks, medical offices, hotels, retail stores, warehouses, etc.). Services may include, but are not limited to, landscape repair and replacement, concrete repairs, block/brick repair and replacement, and tile repair and replacement.

5.16.1. Private Property: Contractor will document existing conditions behind the curb at each location prior to restoration work and after completion of restoration work. Documentation will include, at a minimum, two color photographs taken from different angles. The cost of taking the photos will be considered incidental to the cost of the project; no separate measurement or payment will be made for this item. The photos must be provided with the invoices for the Work sent to the City.

5.16.2. Project Initiation and Completion:

5.1621. Contractor will furnish emergency 24-hour service, when necessary: to immediately repair damaged or malfunctioning irrigation systems that are causing area flooding.

5.1622 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.

5.1623. 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.

5.1624. Contractor will obtain prior approval of the WSD Contract Manager(s)



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for all repairs to be made to irrigation systems. Failure to notify the City may result in non-payment for service.

5.1625. If Contractor is providing routine service at the property, then repairs of 3/4" or smaller nominal ID tubing, PVC pipes or irrigation pipe are inclusive in the Regular 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.

5.1626. For parts and materials over \$500, Contractor shall submit three cost estimates for WSD Contract Manager'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.

5.1627. Other repairs will be allowed as additional services upon approval by the City. Contractor shall provide the total cost of the repair (materials, parts and labor) to the WSD Contract Manager(s) for approval prior to the start of Work.

5.1628. Contractor shall repair system damage no later than two (2) working days after discovery of damage.

5.16.3. **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.

5.17. WASTE DISPOSAL:

5.17.1. Contractor shall remove and dispose of all waste encountered, handled and/or generated from WSD properties each day in performance of the contract. WSD will not supply an area or facilities for storage or removal of Contractor's waste on the property.

5.17.2. All debris and any other matter removed from WSD property must be



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disposed of in compliance with federal, state, county and City laws. All empty service and material containers of pesticide and fertilizer products must be rinsed out and disabled in accordance with label instructions to prevent reuse prior to disposal. Contractor is solely responsible for any disposal fees (dumping charges). The disposal must be at an authorized landfill.

5.18. EQUIPMENT:

5.18.1. Contractor shall provide and maintain during the entire period of this contract, equipment sufficient in number, operational condition and capacity to efficiently perform the services.

5.18.2. Contractor shall ensure all of Contractor's equipment is in compliance with all manufacturer's, OSHA, ANSI, and DOT standards and/or regulations governing such equipment.

5.18.3. Contractor shall maintain vehicles in good repair, appearance, and sanitary condition always. WSD reserves the right to inspect Contractor's vehicles at any time to ascertain said condition.

5.18.4. Contractor shall use vehicles which are appropriately licensed and clearly identified with a vehicle number, company name and phone number of the local office on each side of the vehicle, 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.

5.18.5. Contractor must display proper State of Arizona Structural Pest Control Commission licensing information on vehicles and trailers transporting pesticides and application equipment.

5.18.6. Leaf blowers are not permitted unless specifically allowed 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).

5.19. SAFETY: Prior to commencing work, Contractor shall advise the WSD Contract Manager(s) of any damage to sidewalks, gutters, curbs, driveways, irrigation pipes or ditches. In addition -

5.19.1. Manner of Work: Contractor agrees to perform all work in a manner



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consistent with 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 always for the protection all persons, including Contractor's employees and agents, City agents, vendors, the public or others from foreseeable injury, or damage.

5.19.2. Site Conditions - Inspection and Notification:

5.1921. 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 landscaping and grounds maintenance. A log indicating date inspected and action taken is to be made available to the City upon request.

5.1922 Contractor is responsible for notifying the WSD Contract Manager(s) of any portion of the premises that Contractor knew or should have known to be unsafe or present a hazard. This notification is required regardless of whether the condition was caused or is correctable by Contractor.

5.1923. Contractor must also immediately notify the WSD Contract Manager(s) of any unsafe conditions it notices that require correction beyond the scope of this contract; this includes hazardous conditions.

5.1924. Contractor will check for safety hazards and visual obstructions, reporting any problems to the WSD Contract Manager(s). This includes notification of improperly planted trees.

5.19.3. 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.

5.19.4. 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



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apparatus and plant materials to protect the public or others from injury. Contractor shall notify the appropriate WSD Contract Manager(s) a minimum of three (3) working days prior to beginning Work that will require such measures.

5.194.1. All barricading must comply with the current City of Phoenix Street Transportation Traffic Barricade Manual for Traffic.

5.194.2 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 City representative a minimum of three (3) business days prior to beginning work. Contractor is responsible for any expense for barricade rental and permits.

5.19.5. Vehicles:

5.195.1. 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.

5.195.2 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.

5.19.6. 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 WSD Contract Manager(s) if any such event occurred within the site boundaries, an adjacent property, or the public right of way.

5.19.7. 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.

5.20. DAMAGES: Contractor shall remedy or cause to be remedied, at Contractor's expense, any problems or damages (to include assessed fines) arising out of



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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. 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.

5.20.1. Notification: Contractor shall notify the appropriate WSD Contract Manager(s) 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.

5.20.2. Examples of Contractor Damage and Corrective Actions: Damage Contractor will be responsible for will include, but not be limited to, the following examples -

52021. 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.

52022. 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 and/or turf.

52023. 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



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by Contractor, at City's sole option and at no additional cost to the City.

52024. In the event of a disagreement as to Contractor's cost liability for the plant replacement, WSD shall make the final determination, based on a review of the circumstances causing the plant demise.

52025. Damages to trees caused by improper staking or wire/hose buffer adjustments at Contractor's cost, Contractor shall replace trees that are damaged.

52026. Damages and/or 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.

52027. Contractor will ensure any repair/restoration of damages is performed at no additional cost to the City.

52028. Damages to existing irrigation 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.

52029. 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.

520210. Damages to or defacing of items due to Contractor's negligence.

520211. Fines for trees or other foliage failing to maintain clearances required by Ordinance.

5.21. Furnishing Resources:

The Contractor shall furnish and maintain during the entire period of this contract all necessary labor, supplies, chemicals, vehicles, tools, and equipment sufficient in quantity, operational condition and capacity to efficiently provide landscape maintenance, weed control services, and water budgeted irrigation at Water



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Services facilities in accordance with the terms, conditions and specifications contained herein.

5.22. Local Office: Contractor shall maintain a local office with a Contractor representative who can be contacted during normal working hours

5.23. Contractor Personnel and Supervision:

5.23.1. Contractor shall provide a single point of contact to WSD to function as the Contract Superintendent, who will be available during working hours for coordination with the City. The Contract Superintendent must be able to:

523.1.1. address overall contract questions/concerns,

523.1.2 fully understand the scope of work and specific contract requirements;

523.1.3. be familiar with the topography and crews at all work sites; and,

523.1.4. have authority to act on behalf of Contractor in any situation.

5.23.2. 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 onsite and will report to the Contract Superintendent. The ability of these crews to successfully maintain the schedule created by the Contractor may have a bearing on the continuation of Contractor's work at the property.

5.23.3. The Contractor shall 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 occurrence.

5.23.4. During the contract, the City reserves the right to require Contractor to reassign or otherwise remove 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.



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5.24. Communication:

5.24.1. Contractor shall provide a means of two-way communication between work crew and the WSD Contract Manager(s), in case of an emergency. Contractor will provide and install a mobile radio and/or mobile phone (and charger) in Contractor's field supervisor's vehicle to enhance communications between the City and Contractor's field representative. A telephone shall be the minimum to satisfy this condition. If Contractor has mobile radios installed in the vehicles, a handheld unit and charger will be provided to the WSD Contract Manager.

5.24.2. Radios or other apparatus which may impede hearing or sight are strictly forbidden.

5.25. Work Hours:

5.25.1. Regular Work Hours. Unless otherwise specified in the contract, regular working hours for purposes of this contract will be 5:30 a.m. to 6:00 p.m. Monday - Friday, excluding weekends and City holidays. Within the Regular Work Hours, Departments and City properties may have varying operating hours they wish Contractor to schedule by; these operating times are indicated in the Departments' exhibits or may otherwise be provided in writing to Contractor by the WSD Contract Manager(s) throughout the Contract term. Changes to operating hours will be necessitated by a contract amendment.

5.25.2. Actual hours of work for private property may vary and will be dependent upon time of entry permitted by the private property owner (or representative) as coordinated by Contractor.

5.25.3. Premium work hours will be from 6:00 p.m. to 5:30 a.m. Monday– Friday, and all work hours during Saturdays and Sundays.

5.26. Schedules:

5.26.1. The Contractor shall provide landscaping schedules for each site after award of contract. The schedules for each site shall be compiled into a single MS Excel workbook. At a minimum, the schedules shall include the following:

526.1.1. Address timing of routine reviews;

526.1.2 Address holidays that may affect the schedule. Expectations regarding holidays may vary among WSD divisions as some divisions must operate on holidays and some do not; and



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- 526.1.3. Time frames for routine work (i.e. landscape maintenance tasks, grounds maintenance tasks, etc.) by day of the week, morning and afternoon.
- 5.26.2. Work shall be scheduled such that it will not disrupt the functions and normal day-to-day operations of the City. The City reserves the right to make changes to the schedule set up by Contractor, the specific requirements, and to establish the minimum requirements
- 5.26.3. Contractor shall notify the WSD Contract Manager(s), in writing, at least two (2) weeks in advance of planned specialized maintenance or repairs including, but not limited to:
- 526.3.1. Fertilization;
 - 526.3.2. Soil amendment and conditioning;
 - 526.3.3. Chemical pest or weed control;
 - 526.3.4. Permanent or temporary product substitution of any herbicide, pesticide, insecticide or fertilizer;
 - 526.3.5. Tree pruning activities;
 - 526.3.6. Change in irrigation schedules; and
 - 526.3.7. Any other maintenance services as determined by the WSD Contract Manager(s).
- 5.26.4. The City understands the demands of landscaping and grounds maintenance 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 abide by the schedule and complete all work during the calendar week that is scheduled, unless unforeseen circumstances out of Contractor's control cause delays. It is not the WSD Contract Manager's responsibility to inquire of Contractor when schedules are not met; rather, Contractor shall initiate such communication timely given the precipitating circumstances.



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5.26.5. All scheduled Work not completed during the week must be reported to the WSD Contract Manager(s) by Contractor on the next business day of the following week with an explanation of why the Work was not completed. This communication may initially be done verbally, but Contractor must always follow up in writing.

5.26.6. Contractor shall submit revised schedules when actual performance differs from planned performance. Revisions shall be submitted to the Contract Manager 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.

5.26.7. The City will determine if work not done on schedule constitutes a deficiency. Contractor must gain approval of the City to do work more than one day ahead of schedule.

5.26.8. Pre-emergents are not allowed on Water Services Department locations.

5.27. 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 each site with the WSD Contract Manager(s) (the City may also initiate meeting dates and times). Contractor shall call the WSD Contract Manager(s) two weeks prior to the scheduled review to confirm the dates and times.

5.28. Training:

5.28.1. 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.

5.28.2. Contractor will provide a working copy of the contract to its Contract Superintendent 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.

5.28.3. Contractor will provide supervision and on the job training to assure



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competent performance of the landscape maintenance work.

5.29. Response Times:

5.29.1. 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 City representative, Contractor will schedule the job. Contractor must honor the proposed schedule within a time-frame of plus or minus one (1) day.

5.29.2. Emergencies - Upon initial notification by WSD Contract Manager(s), 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 WSD Contract Manager(s). 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/or dangerous conditions. Depending upon the nature of the emergency a shorter response time may be required.

Emergency work will be performed during normal working hours whenever possible; however, services will be available on a 24- hour, 7-day per week and 365-days per year basis.

5.30. Contact Upon Servicing Properties:

The Contractor will be required to contact the designated division WSD Contract Manager each day that service is provided.

5.31. Reporting

5.31.1. Manual Records Report - Contractor shall maintain and keep current a tabulated manually recorded report form indicating all routine, seasonal, additional, and emergency services performed at individual properties by the Contractor personnel or agents. The report shall be in a form that is acceptable to the WSD Contract Manager(s). The report form shall be kept at each property, unless otherwise directed by the WSD Contract Manager(s).

5.31.2. Monthly Reports – The Contractor shall compile and electronically submit to the WSD Contract Manager(s) by the 28th day of each month, an electronic monthly report in MS Excel of inspection results and services rendered for



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each property during the previous month. The reports proposed shall at minimum contain the following elements:

53121. scheduled items not completed during the previous month with an explanation of the why the work was not completed

53122 complete count of all plants and trees for each property, denoting any changes in the count and an explanation for the change

53123. details of plants requiring replacement, i.e., the plant name, the plant being used as the replacement, the source from which the plants will be obtained, and the date proposed for replacement.

53124. inspections completed the previous month including:

- zones inspected
- irrigation programming
- confirmation of seasonal changes to irrigation programming
- damage to irrigation system
- diseased, vandalized, stressed, etc. plant material (each plant shall be categorized by replacement cost and who is responsible for replacement cost)
- downloaded water usage report for the previous month for properties that use the Calsense irrigation software
- manual water meter readings for properties without Calsense irrigation controllers or where Calsense controllers failed to accurately record
- landscape and irrigation services rendered for the previous month
- landscape condition (repairs, dead plants, replacement, etc.) and weed control



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53125. Annual Reports - Contractor shall electronically submit to the WSD Contract Manager(s) by September 28th of each year, a tabulated (MS Excel) summary report by property of all landscape services rendered for all properties with recommendations for improvement for the preceding fiscal year (July through June). The annual report shall be compiled from monthly report information and data.

53126. Additional Services Reports - Contractor shall provide, to the WSD Contract Manager(s) written notifications via email and (where noted) immediate phone notifications of any of the following conditions:

- plant material which is diseased, vandalized, stressed, etc. (Immediately)
- damaged or malfunctioning irrigation systems (Immediately)
- conditions requiring action by the City such as vagrants, vandalism (including graffiti), etc. where a police report may be necessary (Immediately)
- hazardous conditions, not caused or correctable by the Contractor, and major irrigation system problems (Immediately)
- necessary changes to irrigation schedules other than seasonal changes
- recommended plant replacements or new plant installations for City approval

5.32. Uniforms:

All staff assigned as part of this contract shall wear a uniform identifying the name of Contractor. The site supervisor will wear a badge clearly identifying them as such.

5.33. Personal Protective Equipment:

Personal protective equipment, e.g., earplugs, safety vests, and safety glasses, shall be worn as conditions warrant. Hard hats shall be worn in construction areas or as directed by the City.

5.34. Keys, Gate and Utility Box Key Control:



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Contractor is responsible for the series of keys assigned to Contractor. Contractor shall report all lost or stolen keys to the Contract Manager as soon as the loss is discovered. If not found, Contractor will be charged \$55 for replacement keys.

5.35. Storage:

Contractor shall provide for all storage at off-site locations, delivering to site only sufficient equipment and materials to complete daily tasks. Unless otherwise stipulated in the contract, roll offs for trash may be kept at service locations if approved by the appropriate WSD Contract Manager.

5.36. 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.

5.37. Use of City Facilities:

Contractor's use of City phones, indoor facilities for breaks and/or lunches is prohibited.

5.38. In the Event of Contractor Sale:

Notwithstanding Standard Terms and Conditions, Paragraph 5.2, Assignment - Delegation, in the event Contractor is sold, within three (3) days of the final sale date, Contractor shall notify WSD in writing and shall include the contact information of the new owners.

5.39. Exercise Discretion:

The specifications outline maintenance standards that are required under this contract; however, the Contractor shall provide oversight and exercise discretion to ensure that all locations are well maintained at all times, using proper techniques and resulting in a standard and attractive appearance for all City properties.

5.40. City Standards:

Contractor will be responsible for meeting all requirements as specified by the City's authorized representatives, to ensure that the service areas meet the City's standards.

5.41. Corrective Action Time Frames:

5.41.1. Deficiencies shall be corrected by Contractor as allowed in Exhibit A – Corrective Action Timeframes. Failure to correct areas identified as deficient by the City or to respond to requests for additional services within the listed



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time limits shall result in the application of liquidated damages or deduction from service payments per Contract 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.

5.41.2. Water Budget Compliance and Enforcement

54121. Contractor shall act in good faith to not exceed more than twenty percent (20%) of the water budget prescribed for the specified WSD properties in Exhibit B – Monthly Water Budgets. Landscape meter data will be reviewed by WSD Contract Manager(s) to ensure water budgets are followed. WSD Contract Manager(s) will notify the Contractor in the event of water budget exceedances of more than 20% for specific properties. Corrective action must occur within two billing cycles.

54122 If the Contractor is unable to bring the site within 20% of the prescribed water budget within two billing cycles, the Contractor will incur landscape water costs over the prescribed water budget for the property. Costs for over water will be deducted from service payment per the Contract Standard Terms and Conditions – Payment Deduction Offset Provision. Deduction from payment to cover costs of over watering will continue until the property is brought within 20% of the prescribed water budget. Rates will be determined by the current WSD Water Rates Schedule.

5.42. **Subcontractors:**

5.42.1. City Approval Required:

5421.1. 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 Buyer and to the WSD Contract Manager(s). No subcontractors may be used without prior approval of the WSD Contract Manager(s).

54212 Subcontractors must be properly licensed for the type of work they will perform.

54213. City reserves the right to request the removal of Contractor's subcontractor if deemed unsatisfactory by the WSD Contract



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Manager(s).

5.42.2. Work Quality:

54221. Subcontractors providing service under the contract shall meet the same service requirements and provide the same quality of service required of Contractor.

54222 Contractor shall be fully responsible to the City for the acts and omissions of persons Contractor employs and/or subcontracts.

5.42.3. 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/or repairs for which Contractor has subcontracted.

5.42.4. 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.

5.43. **Conclusion of Contract:**

5.43.1. During the last ninety (90) days of the contract, the WSD Contract Manager(s) and Contractor will make a final inspection to determine the condition of all landscape areas:

5431.1. Items found to be improperly maintained by Contractor will be listed by Contractor and evaluated by the City prior to the last four (4) weeks of the contract.

5431.2 If any of the listed items are not fully corrected within two (2) weeks of the end of the contract, the City will arrange for repairs to be made and the cost for making repairs to the areas will be deducted from final payments to Contractor. The same will apply even if Contractor has been awarded a new contract for the same areas. The City reserves the right to withhold payments or portions of payments for Work not completed.

5.43.2. Upon termination, cancellation or expiration of the contract, all keys and badges received by Contractor shall be returned to the City.



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5.44. ADDITION OF NEW LOCATIONS/ DELETION OF EXISTING LOCATIONS:

5.44.1. The City reserves the right to add or delete locations, or increase the area within existing service locations, with 30 calendar days' written notice via a contract amendment.

5.44.2. For addition of new locations, WSD Procurement will contact the Contractor(s) with the request for a quote, to include the address of the site, type of service requested (Regular Services, repairs, pruning, etc.) and suggested site visit appointment. WSD Procurement may contact Contractor(s) verbally, but shall follow up in writing. Contractor(s) will respond in writing within forty-eight (48) hours from WSD Procurement's written request, accepting or rejecting the service request and accepting the site visit appointment or suggesting an alternative site visit appointment. It is not required that all contacted contractors visit the property at the same time.

5.44.3. In the event the City and Contractor do not agree on additional maintenance charges; the City reserves the right to maintain the additional areas using City personnel or select another Contractor for the new areas. Additions, deletions, or changes shall not invalidate the contract; and Contractor agrees to perform the work as altered the same as if it had been part of the original agreement.

6. LOCATIONS: Exhibit D lists all WSD-owned properties requiring landscape services with assigned maintenance level (ML) categories, recommended seasonal service frequencies, and responsible WSD divisions. Maintenance level categories and service frequency recommendations are subject to change at the sole discretion of the WSD Contract Manager(s) due to vegetation changes or management conditions. The list(s) shall be updated annually through collaboration between City and Contractor. All changes shall be enacted via contract amendments.

6.1. Medium ML - comprised of mature and moderate density desert adapted vegetation, requires seasonal irrigation and moderately frequent landscape maintenance and management of existing vegetation. Medium ML properties shall be routinely serviced less frequently during Summer and more frequently during Winter.

6.2. High ML - comprised of non-established and/or high density desert adapted vegetation, extensive tree canopy and/or turf, require regular and perennial irrigation and highly frequent landscape maintenance and management of existing vegetation. High ML properties shall be routinely serviced less frequently during Summer and more frequently during Winter.



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7. APPLICABLE STANDARDS:

7.1. PERFORMANCE STANDARDS: To ensure the work performed is acceptable, Contractor shall execute the work in accordance with all applicable federal, state, and local laws, statutes, regulations, rules, ordinances, and guidance as amended from time to time which include, but not limited to the following -

7.1.1. American National Standards Institute (ANSI)

7.1.2. Occupational Safety and Health Administration (OSHA)

7.1.3. International Society of Arboriculture (ISA)

7.1.4. Tree Care Industry Association (TCIA)

7.1.5. Urban Tree Foundation

7.1.6. Irrigation Association

7.1.7. Arizona Landscape Contractors Association

7.1.8. Sustainable Landscape Management: Standards for Landscape Care in the Desert Southwest (SLM)

7.1.9. City of Phoenix Water Use It Wisely - Landscape Watering Guidelines

7.1.10. Maricopa Association of Governments (MAG)

7.1.11. City of Phoenix Landscape Standards

7.1.12. City of Phoenix Sonoran Desert Plant List

7.1.13. City of Phoenix Building Codes and Specifications

7.1.14. City of Phoenix Fire Code

7.2. LICENSING AND COMPLIANCE: Contractor shall be responsible for its



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staff or agents assigned as part of the resultant contract to comply with all federal, state, county, and local licensing, employment and other related laws, codes, ordinances and regulations.

7.2.1. 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.

7.2.2. For five years, Contractor must have been licensed and active in the business of residential and/or commercial landscape maintenance service, whichever or both as applicable to the work Contractor Offered under this contract.

7.2.3. Contractor is able to furnish the labor, equipment, 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.

8. EXPERIENCE / QUALIFICATIONS:

8.1. CONTRACT SUPERINTENDENT: Contractor will provide a single point of contact to the City to function as the Contract Superintendent who shall be available during working hours for coordination with the City.

8.1.1. The Contract Superintendent shall possess the following minimum experience and qualifications -

8.1.1.1. Minimum of five years' local regional landscape maintenance experience with arid-region plant materials.

8.1.1.2. Certified by the Arizona Landscape Contractors' Association in landscape maintenance and installation.

8.1.1.3. Registered and Certified Applicator with a Qualifying Party 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.

8.1.1.4. Fluent in the English language.

8.1.2. The Contract Superintendent shall be able to -



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8.121. Address overall contract questions/concerns,

8.122. Fully understand the scope of work and specific contract requirements,

8.123. Be familiar with the topography and crews at all work sites, and

8.124. Have authority to act on behalf of Contractor in any situation.

8.2. FIELD SUPERVISOR: In addition to the Contract Superintendent, the Contractor will assign and make available one Field Supervisor for each site during working hours for coordination with the City.

Field Supervisors shall possess the following minimum experience and qualifications:

8.2.1. Minimum of three years' landscape maintenance experience

8.2.2. Minimum of one-year experience in arid-region plant materials

8.2.3. Minimum one-year supervisory experience

8.2.4. Certified by the State of Arizona Office of Pest Management in structural pest control, ornamental, and weed control

8.2.5. Certified by the Arizona Landscape Contractors' Association in landscape maintenance/installation.

8.2.6. Fluent in the English language

8.3. LANDSCAPE IRRIGATION MANAGER: Contractor will employ at least one (1) Certified Landscape Irrigation Auditor or Manager throughout the term of the contract to ensure implementation and compliance with prescribed water budgets at WSD owned properties requiring landscape irrigation services.

Landscape Irrigation Manager shall possess the following minimum experience and qualifications:

8.3.1. Current accreditation with the Irrigation Association as a Certified Landscape Irrigation Auditor and/or with the Arizona Contractors Association as a Certified Sustainable Landscape Manager.



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8.3.2. Minimum of two years of skilled level experience in repair, maintaining, and troubleshooting all complex timer-controlled sprinkler systems and valves on City property.

8.3.3. Some City owned properties use Calsense irrigation controllers. For those sites, Contractor must be Calsense trained to use Calsense Water Management software.

8.3.4. Fluent in the English language.

8.4. IRRIGATION TECHNICIANS: Irrigation Technicians shall possess the following minimum experience and qualifications -

8.4.1. Current accreditation with the Arizona Contractors Association as a Certified Irrigation Technician.

8.4.2. Minimum of two years of experience in repair, maintaining, and troubleshooting all complex timer-controlled sprinkler systems and valves.

8.4.3. Some City owned properties use Calsense irrigation controllers. For those sites, Contractor must be Calsense trained to use Calsense Water Management software.

8.4.4. Fluent in the English language.

8.5. ARBORIST: Contractor will employ at least one (1) Certified Arborist 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.

Arborist shall possess the following minimum experience and qualifications:

8.5.1. Current accreditation with the International Society of Arboriculture (ISA) as a Certified Arborist.

8.5.2. Fluent in the English language.

8.6. GROUND OPERATIONS SPECIALISTS and/or TREE WORKER/CLIMBER SPECIALISTS: Ground Operations Specialists and/or Tree Worker/Climber Specialists, shall possess the following minimum experience and qualifications -



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8.6.1. Current accreditation with the International Society of Arboriculture (ISA) and/or the Tree Care Industry Association (TCIA) as a Certified Ground Operations Specialist and/or a Tree Worker/Climber Specialist.

8.7. PESTICIDE APPLICATORS: Pursuant to Arizona Administrative Code R3-8-203 & R3-8-208 only persons who are licensed with the Arizona Department of Agriculture Office of Pest Management license shall apply chemicals. Contractor 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.

Pesticide Applicators shall possess the following minimum experience and qualifications:

8.7.1. Current registration with the Arizona Department of Agriculture Office of Pest Management under the corresponding Contractor's business.



SECTION VI – SUBMITTALS

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1. **COPIES:** Please submit one original PDF copy electronically via email to the following: wsdprocurement@phoenix.gov.

- 1.1 **Submit only the Submittal Section, do not submit a copy of the entire solicitation document.** This Proposal 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 Proposal(s).

2. **OFFER SUBMITTAL FORMAT:** The written Proposal shall be typewritten for ease of evaluation and signed by an authorized representative of the Proposer. The Proposal shall provide the name, title, address, telephone number, and email address of individual(s) authorized to negotiate with the City. The Offer shall be submitted with a table of contents and tabbed as follows:

Tab 1 – Cover Letter, Table of Contents, and Submittals

- Provide a cover letter.
- Provide a Table of Contents of the Proposal.
- Complete Attachment A - Costs and Payments.
- Complete Attachment B - Years in Business and References.
- Complete Attachment C – Emergency Contact Information.
- Complete Attachment D - Offer Form.
- Complete Attachment E - Solicitation Transparency Form.
- Sign any solicitation addenda (if any).

Tab 2 – Method of Approach (450 Points Maximum):

- Describe the Offer's experience with water management when performing landscape maintenance. In the description include a minimum of seven best practices of efficient water management with the assumption that appropriate regional plant choices and landscape design were considered. Explain how each best practice conserves water.
- Describe the effects of frequent, shallow landscape watering, include a minimum of three reasons why it should be avoided.



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- Explain the methodology your company would use to determine efficient and adequate landscape watering depth.
- Describe four methods on how the Offeror will prioritize maintaining the water usage levels within prescribed water budgets levels as identified in Exhibit B – Monthly Water Budgets without compromising the health of the existing plants.

Tab 3 – Attachment F - Price Proposal (350 Points Maximum):

- The Price Proposal in Attachment F consists of three routine service tables for the three site groups. The Price Proposal also contains a table for the additional/ancillary services costs.
- For the routine service tables, Proposers may submit pricing for either one group or multiple groups. Evaluations will be conducted for each site group separately.
- In addition to submitting routine service pricing for at least one site group, Proposers must complete the additional/ancillary services table on page three of Attachment F.

Tab 4 – Capacity and Experience (200 Points Maximum):

- Provide a brief one (1) page resume for each Key Staff position identified below that demonstrates additional water conservation experience or training:
 - Contract Superintendent
 - Arborist
 - Irrigation Technician
- Describe the Offeror’s knowledge and experience with Calsense Water Management Software.