

**CITY OF AUSTIN  
INVITATION FOR BID – BEST VALUE  
FOR  
INSTALLATION AND FIRST YEAR MAINTENANCE OF GREEN STORMWATER INFRASTRUCTURE**

**1.0 PURPOSE**

The City of Austin, Watershed Protection Department, hereinafter referred to as “the City”, seeks bids from qualified service providers, hereinafter referred to as the “Contractor”, to furnish all labor, materials, equipment, and other services necessary for the installation, irrigation, and first year maintenance of landscaped stormwater features and riparian restoration projects, hereinafter referred to as **Green Stormwater Infrastructure (GSI)**. The City intends to award all items to a single bidder, and bidders are required to submit a firm fixed cost for all itemized services deliverable under the terms of this solicitation.

**2.0 BACKGROUND**

2.1 GSI reduces impacts from built environments using landscape features and engineered systems that mimic natural processes to control the quantity and quality of rainwater runoff. These areas require maintenance using the guidelines in section 1.6.3 of the City of Austin Environmental Criteria Manual, as well as City Standard Specifications and their associated Special Provisions, and Special Specifications noted herein. Work at GSI sites shall include, but not be limited to, site preparation, plant installation, construction of terraces and borders/fences, hand weeding and herbicide treatment for removal of invasive and weedy species, chipping and spreading mulch, horticultural care, string and saw trimming, mowing, chain sawing, integrated pest management, and provision of supplemental watering, including but not limited to installation and operation of temporary irrigation.

2.2 This solicitation covers various GSI types that are located in particularly sensitive areas; many discharge directly into creeks. The types are defined below:

2.2.1 **Biofiltration Device** – A filtration system that uses the chemical, biological, and physical properties of plants, microbes, and soils to remove pollutants from stormwater runoff. This basin has a pre-treatment sedimentation basin and a biofiltration basin for pollutant removal. Plants and microorganisms living in the filter medium treat stormwater and sustain the permeability of the biofiltration medium; healthy plants are critical to the proper functioning of this basin. The drainage area to this zone is larger than that of a rain garden.

2.2.2 **Bioswale** – A vegetated swale used to convey, infiltrate, and partially treat stormwater runoff.

2.2.3 **Rain Garden** - A vegetated, depressed landscape area designed to capture and/or filter stormwater runoff. These filtration or infiltration systems use the chemical, biological, and physical properties of plants, microbes, and soils for removal of pollutants from stormwater runoff. They are restricted to drainage areas no greater than two (2) acres and a ponding depth not to exceed twelve (12) inches.

2.2.4 **Stream Restoration/Stabilization Projects** - These projects stabilize stream channels, increase vegetation quality and quantity to improve water quality, increase infiltration, increase or enhance wildlife habitat, and reduce stream bank erosion

2.2.5 **Vegetative Filter Strip** – This vegetated zone is typically used in an area with relatively low-density development as a passive low maintenance means of protecting nearby receiving waters from marginally increased pollutant loads. It is designed to treat runoff by maintained sheet flow and not by ponding water.

2.2.6 **Grow Zone** – Typically associated with riparian areas, a grow zone generally receives less intensive maintenance and no mowing, with the aim of increasing and allowing natural, self-sustaining native plant growth and succession.

- 2.3 Contractor shall provide installation and establishment of new GSI landscapes, year-one maintenance of plants and other materials, and temporary irrigation at new and existing GSI sites. The annual volumes listed on the Bid Sheet (Section 0600) are strictly for forecasting. Potential project sites include, but are not limited to, rain gardens, biofiltration ponds, vegetative filter strips, riparian zone restoration projects, stream stabilization projects, and any associated maintenance access areas located throughout the City of Austin and its ETJ. Two sample scenarios are included in **Attachment "A."**
- 2.4 The City reserves the right to periodically add infrastructure sites to the scope. In addition, a scheduled maintenance visit may be cancelled with reasonable notification as determined by the City.

### 3.0 APPLICABLE STANDARDS OF PRACTICE

- 3.1 ANSI A300, "Standard Practices for Trees, Shrubs, and Other Woody Plant Maintenance"
- 3.2 ANSI Z133.1, "Standard Practices for Tree Care Operations-Pruning, Trimming, Repairing, Maintenance, and Removing Trees, and Cutting Brush - Safety Requirements"
- 3.3 ANSI Z60.1-2004, "American Standard for Nursery Stock."
- 3.4 Texas Nursery and Landscape Association's (TNLA) Texas Certified Landscape Professional Manual.
- 3.5 City of Austin Environmental Regulations and other applicable Federal, state and local ordinances and laws.
- 3.6 The City of Austin's Green Stormwater Infrastructure Maintenance Manual, located at the link below:  
[ftp://ftp.ci.austin.tx.us/wre/Sustainable%20Stormwater/GSIMaintenanceManual6\\_20\\_13.zip](ftp://ftp.ci.austin.tx.us/wre/Sustainable%20Stormwater/GSIMaintenanceManual6_20_13.zip)
- 3.7 All of the Successful Contractor's operations shall comply with the City's IPM plan maintenance guidelines, located at the below links:  
<http://www.austintexas.gov/ipm>  
[http://www.austintexas.gov/sites/default/files/files/Watershed/IPM/ipm\\_for\\_innovative\\_controls.pdf](http://www.austintexas.gov/sites/default/files/files/Watershed/IPM/ipm_for_innovative_controls.pdf)
- 3.8 Section 1.6.3 of the City of Austin Environmental Criteria Manual describes maintenance for water quality controls that are maintained as part of a site development permit. The maintenance protocols for the GSI facilities in this contract are much the same:  
[http://austintech.amlegal.com/nxt/gateway.dll/Texas/environ/cityofaustintexasenvironmentalcriteria?f=templates\\$fn=default.htm\\$3.0\\$vid=amlegal:austin\\_environment\\$anc](http://austintech.amlegal.com/nxt/gateway.dll/Texas/environ/cityofaustintexasenvironmentalcriteria?f=templates$fn=default.htm$3.0$vid=amlegal:austin_environment$anc)
- 3.9 Contractor shall follow irrigation rules issued by City of Austin, Austin Water Utility, Water Conservation Program, and regulations issued by the Texas Commission on Environmental Quality (TCEQ). The Contractor is responsible for keeping up-to-date with current water conservation initiatives and water restrictions implemented by the Austin Water Utility, the information for which is readily available at this website:  
<http://austintexas.gov/department/water-conservation>.

3.10 All work performed shall conform to the following City of Austin Standard Specifications, Special Provisions to Standard Specifications and Special Specifications:

Refer to **Attachment “B”** City Standard Technical Specifications, Special Provisions to City’s Standard Specifications, and Special Specifications. Note: Special provisions serve to amend and/or revise Standard Specifications and do not necessarily replace them in their entirety.

<b>Spec #</b>	<b>Revision Date</b>	<b>Description</b>
102S	08/20/07	Clearing and Grubbing
SP102S	5/20/13	Clearing and Grubbing, Special Provision
111S	09/26/12	Excavation
SP111S	5/20/13	Excavation, Special Provision
591S	09/26/12	Riprap for Slope Protection
601S	09/01/11	Salvaging and Placing Topsoil
SP601S	5/20/13	Salvaging and Placing Topsoil, Special Provision
602S	06/16/08	Sodding for Erosion Control
SP602S	5/20/13	Sodding for Erosion Control, Special Provision
SS603	5/20/13	Irrigation System (Temporary)
604S	08/18/10	Seeding for Erosion Control
SP604S	5/20/13	Seeding for Erosion Control, Special Provision
605S	06/21/07	Soil Retention Blanket
606S	06/21/07	Fertilizer
SP606S	5/20/13	Fertilizer, Special Provision
608S	09/26/12	Planting
SP608S	5/20/13	Planting, Special Provision
609S	08/18/10	Native Grassland Seeding & Planting for Erosion Control
SP609S	5/20/13	Native Grassland Seeding & Planting for Erosion Control, Special Provision
610S	09/26/12	Preservation of Trees and Other Vegetation
SP610S	5/20/13	Preservation of Trees and Other Vegetation, Special Provision
SS612	5/20/13	Topsoil Mix, Special Specification
SS613	5/20/13	Fencing and Terracing: Protection of soil and vegetation using landscape timber (Cedar/Juniper logs)
620S	05/23/00	Filter Fabric
623S	02/24/10	Dry Stack Rock Wall
SP623S	5/20/13	Dry Stack Rock Wall, Special Provision
627S	09/26/12	Grass-Lined Swale
633S	11/26/01	Landgrading
640S	02/24/10	Mortared Rock Wall
SP640S	5/20/13	Mortared Rock Wall, Special Provision
648S	08/18/10	Mulch Sock
703	9/22/88	Fencing for Excavations

3.11 Any material, method, or procedure specified by reference to a specific standard or specification, such as a commercial standard, Federal or state specification, industry or government code, trade association code or standard, or other similar standard, shall comply with the requirements in the latest revision thereof and any amendments or supplements thereto in effect on the date of this Contract.

**4.0 CONTRACTOR’S QUALIFICATIONS**

- 4.1 Contractor shall have a minimum of three (3) contiguous and recent years full time experience of very similar size and scope laid out in this solicitation, with plants and landscapes that are native and/or adapted to Central Texas.
- 4.2 Contractor’s staff shall be qualified to conduct specialized landscape management services that focus on ecological restoration and restored riparian and parkland areas. Contractor shall employ staff with the following qualifications and shall provide with their bid submittal copies of all certifications, degrees and experience (minimum three (3) contiguous and recent years, full time):
  - 4.2.1 Texas Certified Landscape Professional (TLCP);
  - 4.2.2 Texas Commission on Environmental Quality (TCEQ) licensed Irrigator;
  - 4.2.3 International Society of Arboriculture certified arborist;
  - 4.2.4 Texas Department of Agriculture or the Structural Pest Control Board licensed pest management professional.
- 4.3 Contractor shall satisfy the City that the Contractor has a sufficient number of experienced employees and all required equipment and supplies necessary to perform the work satisfactorily according to the Solicitation.

**5.0 SUSTAINABILITY PRACTICES**

- 5.1 Respondents shall establish and demonstrate that their experience in on-going maintenance practices limits the impact of equipment emissions, excessive noise, and use of fertilizers, insecticides, or other chemicals and any other practices that negatively affect the wildlife or environment of the areas referenced in this Solicitation.
- 5.2 The City prefers contractors who demonstrate innovative approaches to reducing their impact on the natural environment through use of alternative energy, low-emission equipment, biodegradable chemicals, or items with recycled content. City Council resolutions #20071129-045 and #20070215-023 relate to the adoption of sustainable business practices that reduce chemical and greenhouse gas emissions, comply with Leadership in Energy & Environmental Design (LEED) standards, and promote the use of recycled materials in goods and services purchased by the City.
- 5.3 The Contractor agrees to review their own business processes and purchases in an effort to reduce their overall carbon footprint and the use of chemicals that are potentially harmful to the community. Additionally, the Contractor shall conform to all specifications relating to sustainability contained in the Solicitation documents, including, but not limited to, 0500 (Scope of Work), any included attachments, and the type of equipment as specified in the solicitation.
- 5.4 As superior (adequately designed and cost competitive) commercial-grade maintenance, landscaping, and mowing equipment become available in the future (propane, natural gas, bio-diesel, manual or electric), the City reserves the right to require the Contractor to replace retiring equipment with environmentally preferable technology for the remaining term of the Contract.

**6.0 HERBICIDE/PESTICIDE APPLICATION**

- 6.1 Contractor shall use the lowest impact method possible for removing undesirable vegetation. In situations where herbaceous weeds seem too numerous or otherwise impractical to be removed manually, the Contractor shall contact the City to receive prior written permission to use herbicides on a case-by-case basis.

- 6.2 The Contractor's pesticide/herbicide actions shall conform to City Special Provision SP608S.4J.
- 6.3 Applications of chemicals shall be made by or under the on-site supervision of a Licensed Pesticide Applicator, currently certified by the State of Texas Structural Pest Control Board. If the licensed employee(s) leaves Contractor's employment, no herbicide application shall be performed until the City approves in writing the licensed replacement(s).
- 6.4 All label precautions shall be adhered to, including limiting drift to non-target plants, both terrestrial and aquatic. Contractor shall follow the guidelines listed in City Specification #608S.6, and Special Provision #SP608S, and #SP609S.

## 7.0 PERFORMANCE SPECIFICATION

### 7.1 General

- 7.1.1 The Contractor shall contact the local utility companies for verification of the location of all underground utility lines in the area of the work, and mark all locations of the lines. Contractor shall use the One Call Utility System by dialing 1-800-344-8377 forty-eight (48) hours prior to excavation, as required.
- 7.1.2 During the installation, Contractor shall keep adjacent areas clean, and the work area in an orderly condition. The Site is located next to a high-traffic area. At the end of the workday, Contractor shall clean up the site and adjacent areas affected by the day's work.
- 7.1.3 Contractor is responsible for providing security for any materials stored at each installation site. The City is not responsible for replacement of lost or stolen equipment.
- 7.1.4 In the event of an incident with a citizen or an accident involving injury to any individual on or near the work, Contractor shall notify the City within two (2) hours by phone of the incident after ensuring the safety of the Contractor's workers and any other affected parties. Contractor shall be responsible for recording the location of the event and the circumstances surrounding the event through photographs, interviewing witnesses, obtaining medical reports and other documentation that describes the event. Copies of such documentation shall be provided to the City within forty-eight (48) hours of the event.
- 7.1.5 If there is an accident that causes damage to City property, the Contractor, or any third party property, the City is to be notified within two (2) hours of occurrence by phone after insuring the safety of the Contractor's workers. This verbal notification shall be followed up within five (5) working days of the incident with written notification and investigation of the incident, including any disciplinary actions.
- 7.1.6 Contractor is not financially responsible for damage caused by others, but shall report such occurrences to the City in within two (2) hours.
- 7.1.7 **IMMEDIATELY** upon discovery of suspected hazardous waste spills or any hazardous situation, condition, or structure the Contractor shall contact the **City's Spills & Complaints Program at (512) 974-2550.**
- 7.1.8 Contractor shall properly dispose of used and contaminated lubricants, packaging materials, and filters. Costs for disposal fees shall be included in the cost of the services bid and not charged separately. The Contractor shall provide the City, upon request, an affidavit declaring that all used and contaminated lubricants and filters were properly disposed.
- 7.1.9 Contractor shall avoid unnecessary interference with concurrent activities of other Contractors and City forces at the work site. Contractor shall not interfere with the use of public and private roads, and shall provide and maintain suitable and legal detours or other temporary expedients if necessary, subject to the City's approval. Contractor shall conduct the work in a manner that

avoids unnecessary noise and other disturbance.

- 7.1.10 Work shall be performed Monday through Friday, 8:00am to 4:00pm, excluding City Holidays. No work shall be performed after hours or on weekends without prior approval by the City.

## 7.2 Installation of New GSI Site

- 7.2.1 **Attachment “C”**, Work Order Process Flowchart, depicts the process for all installation and first year maintenance work.
- 7.2.2 Within five (5) business days of notification of new City work order (**Attachment “D”**), and with forty-eight (48) hour notice, Contractor shall meet with City at the GSI site (initial site visit) to discuss the intent of the work order, unless otherwise agreed in writing by the City.
- 7.2.3 Within ten (10) business days after the initial site visit, Contractor shall provide the City with the cost proposal to complete the work. If the cost proposal is not acceptable to the City, the Contractor shall have three (3) business days to provide an acceptable revision, unless otherwise agreed in writing by the City. Contractor shall keep an ongoing log of work performed.
- 7.2.4 Within fifteen (15) business days of Initial Site Visit, Contractor shall stake out all locations for plants and other materials and/or outlines of installation areas at the GSI site, including marking all subsurface utility lines, and acquiring the plants and other materials.
- 7.2.5 Within those same fifteen (15) business days and with a minimum forty-eight (48) hour prior notice to the City, the Contractor shall schedule and meet with the City on-site for approval of the stakeout. Approval of the stakeout by the City is required prior to installation of the plants and other fixtures and materials. Contractor shall make adjustments as required by the City during this meeting or within the following three (3) days.
- 7.2.6 Contractor shall complete the installation and a written first year maintenance plan within twenty-five (25) business days of issuance of work order and schedule an on-site meeting with the City for approval of the installation within five (5) working days of completion. Any City required corrections to the installation shall be completed within three (3) additional days, unless otherwise approved in writing.
- 7.2.7 Any proposed changes to the timeline of events shall be submitted in writing to the City for their prior approval.
- 7.2.8 The Contractor shall keep a record of all work activities including, but not limited to, the date and types of tasks performed. The Contractor shall attach these logs with invoices submitted for payment per Section 14.0 below.
- 7.2.9 If the Contractor is required to utilize specialized equipment that is not listed in the Bid Sheet, the Contractor shall provide a cost plus markup for rental equipment in section 6 on the Bid Sheet. Examples of such circumstances:
- Remote access: a site that does not have vehicular access, requiring material and equipment to be manually transported, or with other special equipment, into and out of the site.
  - Extraordinary site conditions: including, but are not limited to, steep terrain, boggy terrain, rocky soil, dense and/or thorny underbrush, extreme distance from water source or other unusual conditions;

### 7.3 Temporary Irrigation

- 7.3.1 The Contractor shall provide all newly installed plants with supplemental water as required and as conforming to City Special Specification 603.
- 7.3.2 The Contractor shall schedule the irrigation and plant installation so that a fully functional irrigation system is in place at time of planting. If unable to meet this requirement, the Contractor shall submit a written interim watering plan for approval to the City *prior* to the installation of plants.

### 7.4 First Year Maintenance

- 7.4.1 Contractor shall provide a written first year maintenance plan to the City for their approval at the installation approval meeting, as per Section 7.2.7.
- 7.4.2 The first year maintenance period shall begin on the date of the City's final acceptance of the installation, and shall conform to City Specification 608S.6, and SP608S.6.
- 7.4.3 Within the first year maintenance scope of a GSI project, the Contractor shall be proactive in identifying and recommending needed improvements to landscape materials and repairs to existing irrigation systems within project areas, and communicating these recommendations to the City in a timely manner.
- 7.4.4 Within four (4) weeks prior to the end of the first year maintenance period, Contractor shall meet on site with the City to determine if the installations have been acceptably established. After City acceptance of the installation the Contractor's responsibility for continued maintenance shall expire on the day after the last day of the first year maintenance period.

## 8.0 SAFETY

- 8.1 Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. Contractor shall take all necessary precautions for safety and shall provide the necessary protection to prevent damage, injury or loss to all persons and property that may be affected by the work.
- 8.2 Contractor shall comply with all applicable Federal, state and local laws and regulations intended to protect the safety of persons or property, including but not limited to all applicable OSHA and ANSI Z133 standards, rules and regulations. Contractor shall erect and maintain all necessary safeguards for such safety and protection. All damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, Contractor's supplier, or any person or organization directly or indirectly employed by any of them, to perform or furnish any of the work or anyone for whose acts any of them may be liable, shall be remedied by Contractor at their own cost.
- 8.3 Contractor shall prepare, deliver, and implement a safety work plan to the City only upon request. Contractor shall designate a qualified and experienced Safety Representative at the work site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs. Upon request of City, Contractor shall provide certifications or other documentation of the safety representative's qualifications.
- 8.4 Contractor shall be responsible for coordinating any exchange of safety data sheets (SDSs) or other hazard communication information required to be made available to or exchanged between or among employers at the site in accordance with laws and regulations. Refer to 0400-Supplemental Purchase Provisions, section 5.
- 8.5 In emergencies affecting the safety or protection of persons or the work at the site or adjacent thereto, Contractor, without special instruction or authorization from the City, shall promptly and reasonably act

to prevent damage, injury, or loss and to mitigate damage or loss to the work.

## 9.0 CONTRACTOR'S PERSONNEL

- 9.1 Contractor employees shall wear safety vests, protective glasses, and any other OSHA required safety equipment.
- 9.2 Contractor shall use supervisory and crewmembers experienced in landscaping and maintenance using native vegetation to ensure all work is completed in accordance with this Specification. All personnel performing under this contract shall be direct employees of the Contractor.
- 9.3 Supervisor(s) shall be able to speak, read and write adequate English. Supervisor shall report any problems or concerns directly to the City.
- 9.4 All employees shall at all times be clearly identified and uniformed, and Contractor shall furnish each employee with proper identification giving both the names of the Contractor and the employee. Such identification shall be conspicuously marked on an outer garment, or worn on the outer garment.
- 9.5 The City has the right to remove any employee whose conduct is improper, inappropriate, or offensive and this employee shall not return to the City's job-site without written approval by the City.

## 10.0 CONTRACTOR'S EQUIPMENT

- 10.1 Contractor shall complete **Attachment "E"**, Equipment Inventory List, and include it with their bid submittals.
- 10.2 All equipment utilized by Contractor to perform the work shall be maintained in good operating condition at all times. All safety devices required by OSHA, Federal, state, or local guidelines shall be in place and in proper operating condition. All gasoline cans shall be OSHA approved.
- 10.3 The City reserves the right to inspect the Contractor's equipment at any time prior to award of this contract or during the contract term. Any equipment deemed unacceptable by the City for failures that include, but not limited to, continuous equipment malfunctions, excessive noise, unacceptable emissions, and leaking or spillage, shall be replaced at the Contractor's expense prior to the next scheduled visit. Failure to provide suitable equipment for completing each visit within the required schedule may be grounds for termination of this contract. The Contractor's equipment shall not be stored at any time on City or private property not owned by Contractor.
- 10.4 The Contractor's equipment shall not be stored on City property at any time.

## 11.0 CONTRACTOR REQUIREMENTS

- 11.1 Work performed under this solicitation shall not be subcontracted without prior written consent of the City. Even though no goals have been established for this solicitation, Contractor is required to comply with the City's M/WBE procurement program if areas of subcontracting are identified.
- 11.2 Unless otherwise provided herein or agreed in advance by the City in writing, Contractor shall provide and pay for all materials, equipment, labor, transportation, machinery, tools (including those necessary to make minor repairs and adjustments at the work site, and those necessary to clean-up the work site), fuel, telephone, power, and all other things necessary to perform the work in accordance with the Solicitation Documents.
- 11.3 Contractor shall meet with the City for a general orientation within ten (10) calendar days of notification of contract award, or as otherwise mutually determined by the City and the Contractor.

## 12.0 SUBMITTALS

The following items shall be included with Responder's bid for this solicitation:

- 12.1 Resumes of owner and staff shall demonstrate they have a minimum of three (3) recent and contiguous years of experience of the same size and scope as this Solicitation with plants and landscapes that are native/adapted to Central Texas, and are qualified to conduct specialized landscape management services that focus on stormwater management, ecological restoration, restored riparian and parkland areas. Include supporting documentation of licenses, certifications, memberships, summary of corporate history, and web address. Documentation shall also include length of time in business and years of experience in irrigation, pest management, and landscape installation and maintenance, and shall include proof that staff who will be involved in any contract from this Solicitation have the following:
  - 12.1.1 Texas Certified Landscape Professional (TLCP);
  - 12.1.2 Texas Commission on Environmental Quality (TCEQ) licensed Irrigator;
  - 12.1.3 International Society of Arboriculture certified arborist;
  - 12.1.4 Texas Department of Agriculture or the Structural Pest Control Board licensed pest management professional.
- 12.2 Using **Attachment "F"** the Contractor shall provide at least five (5) references for projects performed going back at least three (3) years that demonstrate Contractor's ability to perform work of **similar size and scope** as described in this solicitation. Other sufficient relevant experience *may* be acceptable to City. Each reference shall include a description that includes project locations, project dates, a detailed description of work performed and how it relates to the work described in this solicitation, and current contact names with phone numbers. Photos demonstrating project experience may be attached but if not available, physical addresses of project sites may be provided. References provided shall be current, and not be an immediate family member of Contractor, nor any employee of Contractor.
- 12.3 Completed **Attachment "E"**, Equipment Inventory List, as per Paragraph 10.1 of the specification.
- 12.4 A complete listing of pesticides and herbicides proposed for use by the Contractor.
- 12.5 Information from the Contractor's preferred soil-testing laboratory indicating their ability to conduct testing per SP601S.2A(2) *Salvaging and Placing Topsoil* and SS612.2A(1), *Topsoil Mix*.
- 12.6 Contractor shall designate at least one (1) person within their firm as a single point of contact (SPOC) with office phone, cell phone, and/or pager number for accessibility. The SPOC shall be able to communicate in proficient English. A space on the Bid Sheet is available for this purpose. SPOC shall return City phone calls within one (1) hour of receipt during business hours.

## 13.0 WARRANTY

- 13.1 Contractor warrants and guarantees that all work shall conform to the plans and specifications, be performed in a good and workman-like manner in accordance with the contract documents and shall not be defective. This warranty begins at acceptance of work and shall survive the termination or expiration of the contract. Contractor shall repair or replace plantings and accessories at their own cost that fail in materials, workmanship, or growth within specified warranty period conforming to City Standard Specification 608S.5.O, 608S.7 and SP608S.5.P, as well as all other applicable specifications.
  - 13.1.1 Examples of warranty failure include, but are not limited to, the following:

- a) Following 608S.4.B, plants that are not in a live, healthy, and growing condition, except for defects resulting from lack of adequate maintenance, neglect, abuse by Contractor, or incidents that are within Contractor's control.
- b) Material or structural problems with any built elements including, but not limited to, rock walls, terraces, and fences.

13.1.2 Warranty period from date of substantial completion (Contractor shall keep a log of the dates for each GSI and make it available to the City upon request):

- a) If within one year after the date of substantial completion, or such longer period of time as may be prescribed by laws or regulations, or by the terms of any applicable special guarantee required by the contract documents, or by any special provision of the contract documents, any work, including work performed after the substantial completion date, is found to be defective, Contractor shall within five (5) business days and without cost to the City and in accordance with the City's written instructions:
  - i) Correct defective work, or, if it has been rejected by the City, remove it from the site and replace it with work that is not defective, and
  - ii) Satisfactorily correct or remove and replace any damage to other work or the work of others resulting therefrom.

If Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, the City may have the defective Work corrected or the rejected work removed and replaced, and all claims, costs, losses and damages caused by or resulting from such removal and replacement (including but not limited to all costs of or replacement of work of others) shall be paid by Contractor. The warranty period will start once defective work is corrected to City's satisfaction.

- b) In special circumstances where a particular item of equipment is placed in continuous service before substantial completion of all the work, the warranty period for that item may start to run from that earlier date.
- c) If correction of defective work will affect the function or use of the facility, the Contractor shall not proceed with correction of defective work without prior coordination and approval of City.
- d) The obligations of the Contractor to perform warranty work shall survive the acceptance of the work and any termination of the contract.
- e) Warranty periods for the following elements are:
  - i) All Plant materials: one year
  - ii) Rock Walls, terraces, fences: three years
  - iii) Irrigation systems: one year warranty on labor of new systems. Per TCEQ, for all installations of new irrigation systems, an irrigator shall present the owner with a written warranty covering materials and labor furnished in the new installation of the irrigation system. The irrigator shall be responsible for adhering to terms of the warranty. If the irrigator's warranty is less than the manufacturer's warranty for the system components, then the irrigator shall provide the irrigation system's owner or the owner's representative with applicable information regarding the manufacturer's warranty period. The warranty shall include the irrigator's name, business address, business telephone number(s), irrigator's seal, signature, and date. Also include the

following statement: "Irrigation in Texas is regulated by the Texas Commission on Environmental Quality (TCEQ), MC-178, P.O. Box 130897, Austin, Texas 78711-3087. TCEQ's website is: [www.tceq.state.tx.us](http://www.tceq.state.tx.us)".

- 13.1.3 Remedial actions at a minimum shall include, but not be limited to, the following:
- a) At any time during execution of the Work, Contractor shall promptly remove and replace plant material that is dead, dying, wilted for 48 hours or more, or showing any other signs of detrimental consequence.
  - b) Contractor shall replace plants that are more than twenty-five (25) percent dead or in an unhealthy condition, as determined by the City, at end of the one (1) year plant warranty period.
  - c) A limit of one (1) replacement of each plant will be required except for losses or replacements due to failure to comply with requirements.
- 13.1.4 Contractor's warranty and guarantee hereunder excludes defects of damage caused by:
- a) Abuse, modification or improper maintenance or operation by persons other than Contractor, Subcontractors, or Suppliers; or
  - b) Normal wear and tear under normal usage.
- 13.1.5 Contractor's obligation to perform and complete the Work in a good and workman-like manner in accordance with the contract documents shall be absolute. None of the following will constitute an acceptance of work that is not in accordance with the contract documents or a release of Contractor's obligation to perform the work.
- a) Observations by the City;
  - b) Recommendation of any progress or final payment by the City;
  - c) The issuance of a certificate of substantial completion where applicable or any payment by the City to Contractor under contract documents;
  - d) Use or occupancy of the Work or any part thereof by the City;
  - e) Any acceptance by the City or any failure to do so;
  - f) Any review of a shop drawing or sample submittal;
  - g) Any inspection, test or approval by others; or
  - h) Any correction of defective work by the City.

#### **14.0 ACCEPTANCE OF WORK AND INVOICING**

- 14.1 Per Section 7.2.8, Contractor shall keep a report on the date, time, and completion of tasks as they occur and submit it with their invoice.
- 14.2 Copies of pesticide application tracking log shall be submitted with each appropriate invoice.
- 14.3 Contractor shall transmit to the City electronic files of the "before" and "after" photos of each maintenance visit before issuance of invoice, and include landfill tickets, pesticide tracking records, etc., as appropriate with the invoice.
- 14.4 After City acceptance of the installation, the Contractor may invoice for the installation less 20% retainage (Reference 0400-Supplemental Purchase Provisions, section 6).

- 14.5 Upon completion of the first year's maintenance, after City's determination of successful establishment of the installation, Contractor may invoice for the 20% retainage (Reference 0400-Supplemental Purchase Provisions, section 6).

## **15.0 TERMINATION OF CONTRACT**

In addition to the City's Standard Terms and Conditions, (Section 0300, items #27 and #28) the City reserves the right, at its discretion, to terminate the contract or suspend the Contractor for the following specific contract violations. Any violations omitted from this section that clearly impair the performance of this Contract, or that creates an unsafe or hostile work environment, may also lead to contract termination.

- 15.1 The City reserves the right, to terminate the contract when Contractor fails to complete work within the specified time period exceeding more than two occurrences per quarter.
- 15.2 Termination of Contract may result from the Contractor's failure to take timely corrective action deemed necessary by the City for work to be performed in a manner that is consistent with the contract documents and specifications.
- 15.3 Failure to suspend an employee from work on this contract who has any substantiated complaint involving criminal acts, theft, alcohol or chemical abuse, abusive or threatening language, harassment, or injury to persons or damage to public or private property due to negligence, or any other violation of law or City policy.

## **16.0 ERRORS OR AMBIGUITIES**

The Contractor shall report any errors or ambiguities in the specifications or any work order or assignment to the City as soon as detected. The City shall issue a clarification or interpretation that shall be definitive.