

**Specifications for  
The Pennsylvania Horticultural Society's  
Philadelphia LandCare Maintenance  
Spring 2022**

**February 22, 2022**

The Pennsylvania Horticultural Society  
100 North 20<sup>th</sup> Street, 5<sup>th</sup> Floor  
Philadelphia, PA 19103-1495  
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*Project funded by the City of Philadelphia  
Division of Housing and Community Development*

## CONDITIONS OF CONTRACT

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February 22, 2022

Dear Contractor:

Enclosed is the Philadelphia LandCare Maintenance Bid Package for the 2022 season. Please take time to review this material and contact Kaitlyn Dibble at (215) 988-8834 or kdibble@pennhort.org with any questions.

**Bids are due Wednesday, March 2<sup>nd</sup>, 2022 by 12:00 p.m.** Bids will be awarded by Friday, March 20, 2022. However, on-site work may commence no earlier than April 1, 2022 after all contract obligations have been met and "Notice-to-Proceed" letters have been issued.

You are not required to bid on more than one group. Please bid on as much as you feel you have the capacity to maintain. If you would like to bid on everything and feel you can only handle a certain square footage, please note this on the bid form where indicated.

PHS reserves the right to remove any site or piece of work from this contract if conditions change. If changes arise pertaining to the scope of work, we will contact all potential contractors via written addenda to this bid package.

I am looking forward to another successful year of keeping the city green.

Sincerely,



Kaitlyn Dibble  
Philadelphia LandCare Operations Manager  
The Pennsylvania Horticultural Society



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## 00100 INVITATION TO BID

### 1.01 General

1. The Pennsylvania Horticultural Society (PHS), a Pennsylvania non-profit corporation, invites bids for work for the **Philadelphia LandCare Maintenance Spring 2022**, in accordance with the General Conditions, Supplementary or Special Conditions, Addenda, if any, and other Contract Documents referred to herein, subject to the following terms and conditions.

### 1.02 Receipt And Opening Of Bids

1. Bids shall be submitted digitally through the below link.  
  
[https://PHSonline.formstack.com/forms/landcare2022\\_phila\\_maintenance\\_bid](https://PHSonline.formstack.com/forms/landcare2022_phila_maintenance_bid)
2. **Digitally submitted bids shall be received until 12:00 p.m. on Wednesday, March 2<sup>nd</sup>, 2022.** Any bid received after said hour will not be considered. Any bid may be withdrawn prior to said time, but no bid may be withdrawn after the opening of bids. Bids will be opened privately by PHS.

### 1.03 Contract Documents

1. Bonds are not required for this project.

### 1.04 Contract Time Frame

1. All work under this contract shall begin **April 1, 2022**. Maintenance to run until **October 31, 2022**, unless PHS shall in writing grant an extension hereto. On receipt of a Notice to Proceed from PHS, Bidder shall promptly commence the Work of the Project described in the Contract. The Bidder agrees to complete fully the provisions of this Contract as required by PHS during the Contract's duration. The Bidder shall be responsible for meeting the Work schedule requirements as directed by PHS. The bidder will be awarded a contract until June 30, 2022 for work performed from April 1, 2022 to June 30, 2022. **A Notice to Proceed for the remainder of the contract will be issued for July 1, 2022 to October 31, 2022 contingent upon the successful funding from the City of Philadelphia.**

## 00200 INSTRUCTIONS TO BIDDERS

### 1.01 Scope Of Bids

1. Digitally submitted bid packages shall be submitted for work pertaining **to the Pennsylvania Horticultural Society's Philadelphia LandCare Maintenance Spring 2022**. The Pennsylvania Horticultural Society invites bids for the titled project. Bids will be received by PHS at the time and place stipulated in the Invitation to Bid.

### 1.02 Examination Of Site Drawings, Etc.

1. Each bidder shall visit the site of proposed work and fully acquaint himself with conditions as they exist so that he may fully understand the facilities, difficulties, and obstructions attending the execution of work under this contract.
2. Bidders shall also thoroughly examine and be familiar with the Drawings and Specifications. The failure or omission of any bidder to receive or examine any forms, documents, or to visit the site and acquaint themselves with conditions shall in no way relieve any bidder from obligation with respect to his bid. Each bidder shall also thoroughly examine, and be familiar with, the drawings and specifications of all trades involved in the project.

### 1.03 Interpretation And Addenda

1. Should a bidder find during examination of the Drawings and Specifications, or after examination of the site, any discrepancies, omissions, ambiguities, or conflicts in or among the Contract Documents, or be in doubt as to their meaning, They shall notify PHS before the bid opening date.
2. Any and all interpretations, and any supplemental instructions, by PHS shall be in the form of written addenda to the Specifications, not later than two (2) days prior to date of receiving bids. Failure of any bidder to receive any such addenda or interpretations shall not relieve him from any obligation under this bid as submitted. All addenda so issued shall become part of the Contract Documents.

#### 1.04 Bid Package

1. All blank spaces on the bid form document must be filled in. If bid is not fully complete it will not be accepted. Bid forms will be available digitally and can be downloaded by going to <https://phsonline.org/philadelphia-landcare> . The bid form document is to be attached to form when submitting bid. Please contact Kaitlyn Dibble at 215-988-8834 with questions regarding this information. PHS has the right to accept any part of the bid per site, so contractor may be bidding on work that is omitted. Contractor will be notified of this prior to contract signing.
2. Each bid form document shall be labeled with company name of the Bidder.
3. PHS may consider as informal and unsatisfactory any bid not prepared and submitted in accordance with the provisions hereof. No conditional bid will be considered by PHS. Bid Security Performance and Labor and Material bonds are not required for this project.

#### 1.05 Identification Of Bidder

1. Each bid must be executed under seal in the exact legal title or name of the bidder; and the bidder's business address and telephone number shall be given. In addition:

If the bid is made under an assumed or fictitious trade name, there shall be stated the names and respective residence addresses of all parties interested and whether said name has been registered pursuant to the Act of May 24, 1945, P.L. 967, 54 P.S. 28.1, as amended.

If the bidder is firm or partnership, the names and residence addresses of all the partners shall be given.

If the bidder is a corporation, the State of incorporation shall be given and if it is a foreign corporation (not incorporated in Pennsylvania), a statement shall be made as to whether or not the corporation has obtained from the Department of State, Commonwealth of Pennsylvania, a certificate of authority to do business in Pennsylvania.

#### 1.06 Qualifications Of Bidder

1. PHS may make such investigations, as it deems necessary to determine the ability of the bidder to perform the work; and for this purpose, the bidder shall furnish all information that PHS may request.



2. The bidder shall issue a completed Statement of Bidders Qualifications as part of the bid as indicated on form.

### 1.07 Acceptance Or Rejection Of Bids

1. PHS, in its sole discretion, may waive any informality in any bid, may accept or reject any or all Bids deemed in the best interest of PHS.
2. PHS shall announce the accepted bidder within two weeks after the opening of the bids, but such announcements shall not be construed as a rejection of any other bid.
3. The accepted bidder shall promptly execute the contract, work schedule and all related documents, which shall be prepared by the owner substantially in accordance with the accompanying respective forms. Work will not begin until all legal documents are received.

### 1.08 Insurance

1. The accepted bidder will be required to submit at the time the contract is entered into, satisfactory evidence of insurance coverage specified in **Sample Contract Section 0400**.
2. The contractor shall submit a completed insurance binder to PHS listing the appropriate co-insureds as specified in the contract prior to the start of work. Said insurance binder shall be valid for entire length of the contract.

### 1.09 Award of Contract

1. The contract award will be made to the bidder whose bid is deemed by PHS to be in its own best interests. Additional consideration will be given to contractors who:
  - Are minority owners or have minority employees
  - Whose business is located in the city of Philadelphia
  - Businesses that employ workers living in the city of Philadelphia (City Resident Form to be filled out)If applicable please attach proper documentation.
2. The accepted bidder shall execute a contract within (4) four business days of receipt of the notice of award and contract forms; a sample contract form is found in section 00400.
3. Failure of the accepted bidder to enter into an agreement within (4) four business days shall be grounds for forfeiture of the contract by the bidder.

**Scope of Work/Technical Specifications:**

**Timeframe of Work:**

**April 1, 2022 to October 31, 2022**

- Contractor shall provide PHS with a schedule of work for each project site and a signed contract before any work can commence.

**Mowing Operations**

**Contractor shall notify PHS prior to any mowing operations.**

- Mowing is to start once grass is above 2 ½", estimated time is the beginning of April 1<sup>st</sup> 2022 and then on 2 week intervals, through October 31, 2022
- Prior to all mowing, trash pickup shall occur. Debris removal is considered a part of the mowing operation. Contractor is responsible to collect and dispose of all trash off site in a legal manner. **Contractor shall notify PHS if dumping or vandalism is occurring on site. PHS and contractor will negotiate a price to remove dumped materials before any work is performed.**
- When conditions permit and soil is not too wet for equipment, tractor or walk behind mowers shall be used. All turf areas will be mowed so that no more than 1/3 of the grass blade is removed per cutting. Lawn should be maintained at a 2 ½ - 3-inch height. Mowing will occur on a bimonthly basis unless otherwise notified. Mowing equipment should always be maintained in proper condition and ensure that all mower blades are sharp. PHS has the right to inspect maintenance equipment at any time.
- All mowing operations should be performed in such a manner as to prevent damage to turf, trees, shrubs, structures, site fixtures and parked vehicles.
- For all turf areas inaccessible to mowing, a gas-powered line-trimmer shall be used. These areas include, but are not limited to, areas along walks, curbs, fences, bed edges, utilities, and tree pits. Under no circumstance shall line trimming be permitted at the base of any plant material. Hand weed only.
- All Mulched areas around trees are to be kept weed free during duration of contract. Contractor is to manually remove weeds, no string lines or weed killers to be used around the base of trees.
- All trees pits adjacent to site are to be kept weed and trash free. Use the same technique as for mulched tree rings.





**Payment:**

- All invoices shall be turned in on a monthly cycle. Contractor is required to use the invoice forms provided by PHS. Failure to use these forms will result in contractor not being paid. **Invoices shall be emailed to [kdibble@pennhort.org](mailto:kdibble@pennhort.org).** PHS will make payment within sixty (60) days of receipt of invoice. If PHS finds work has not been done or done properly; contractor will be informed and payment for such work will not be paid.

**S A M P L E**

**CONTRACT  
BY AND BETWEEN  
THE PENNSYLVANIA HORTICULTURAL SOCIETY  
AND**

---

*(Contractor)*

**FOR**

---

*(Project)*

THIS AGREEMENT is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between THE PENNSYLVANIA HORTICULTURAL SOCIETY, 100 N. 20th Street, Philadelphia, Pennsylvania 19103, hereinafter referred to as "PHS," and \_\_\_\_\_ hereinafter referred to as the "Contractor."

The parties hereto, intending to be legally bound hereby, agree as set forth below.

**SCOPE OF WORK/CONTRACT DOCUMENTS**

The Contractor agrees to undertake and carry out in a satisfactory manner the work described in the Contract Documents, as hereinafter defined, and to furnish all labor, materials and services as indicated in and reasonably inferable from the Contract Documents (the "Work").

A "Notice to Proceed" authorizes Contractor to commence the Work at a particular site (the "Project").

If maintenance is to be included in the Work, a separate maintenance bid schedule shall be included.

References to "Contract" shall be deemed to be references to this Agreement between Contractor and PHS and the other Contract Documents taken as a whole. Terms not defined herein shall have the meanings given elsewhere in the Contract Documents.

The Contract Documents which constitute the entire agreement between PHS and the Contractor consist of the following:

Technical Specifications describing the scope of the Work incorporated herein as Exhibit "A"

Accepted Bid Response, incorporated herein as Exhibit "B"

This Agreement between PHS and Contractor including Exhibits "C"

Any amendments and/or addenda issued pursuant to the terms of this Contract.

In the event of a conflict, the documents shall have precedence in the order in which they are listed above.

This Contract represents the entire and integrated agreement between the parties hereto and supercedes any prior representations or agreements, written or oral. The Contract may be amended or modified only by written agreement of the parties.

### **TIME OF PERFORMANCE**

The time for performance of this Contract shall be from the date indicated in a Notice to Proceed to \_\_\_\_\_, unless PHS shall in writing grant an extension thereto.

On receipt of a Notice to Proceed from PHS's authorized representative, Contractor shall promptly commence the Work of the Project described in the Technical Specifications and Drawings.

The Contractor agrees to complete fully the provisions of this Contract as required by PHS during time for performance of the Contract stated in paragraph 2.1. If work can not be performed in the required time PHS may penalize the contractor. See Exhibit "C" for contractor penalization.

The Contractor shall be responsible for meeting the Work schedule requirements as directed by the PHS authorized representative.

### **COMPENSATION AND METHOD OF PAYMENT**

Contractor shall be paid only for Work authorized by the Technical Specifications and Drawings and approved by the authorized representative of PHS in accordance with paragraph 5.11, herein. Compensation shall be in conformance with the compensation provisions in Exhibit "C" hereto. PHS shall make payment to Contractor upon submission by the Contractor of documented invoices satisfactory to PHS in form and substance substantiating Contractor's right to payment.

Contractor shall receive monthly payments based on invoices submitted at the end of each month. Payments will only be issued once the scope of work for a site is completed within the satisfaction of PHS. PHS shall remit payment to Contractor for invoices submitted and approved within sixty days (60).

Contractor shall promptly pay all workers and material and equipment suppliers under this Contract.

PHS shall have the right to withhold approval of payment because of:

- defective Work not remedied;
- failure of the Contractor to make payment properly for labor, materials or equipment;
- damage to property;

failure to carry out the Work in accordance with the Contract Documents; or failure to comply with the provisions of this Contract.

When the above reasons for withholding approval of an invoice are removed, approval shall be granted for amounts previously withheld.

The approximate quantities represented in each bid package description are estimates and are not a guarantee by PHS of the quantities of what will be the actual requirements of this total Contract. Bidders shall make independent evaluation of these estimates in completing the bid forms.

## **TERMINATION/SUSPENSION**

**TERMINATION FOR CAUSE:** PHS may suspend or terminate this Contract, Work under the Contract, or payment under this Contract, in whole or in part, for cause including but not limited to the following: (1) failure to comply with any terms and conditions of this Contract; (2) failure of the Contractor to progress with the Work as necessary to ensure completion within the time specified by this Contract; (3) failure of the Contractor to complete the Work within the time fixed in this Contract for its completion or within the time to which such completion may be extended; and (4) failure of the Contractor to act promptly to remedy or repair defective Work. PHS shall provide a ten-day notice with the right to cure or commence to cure prior to the expiration of the ten-day period.

**SUSPENSION FOR CONVENIENCE:** PHS may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as PHS may determine. Contractor shall be paid all sums due prior to suspension and any actual expenses incurred in the interruption and resumption of the Work. The time for performance of the Work may be equitably adjusted.

**TERMINATION FOR CONVENIENCE:** PHS may at any time terminate this Contract for PHS's convenience, without fault of the Contractor.

**ADEQUATE ASSURANCES:** It is recognized that if Contractor becomes insolvent, or institutes or has instituted against it a case under Title 11 of the United States Code, or makes a general assignment for the benefit of creditors, or if a receiver is appointed for the benefit of its creditors, or if a receiver is appointed on account of insolvency, such event or events could impair or frustrate Contractor's performance of this Agreement. Accordingly, it is agreed that upon the occurrence of any such event, PHS shall be entitled to request of Contractor or its successor adequate assurances of future performance in the opinion of PHS. Failure to satisfy such requirement within ten (10) days following delivery of the request shall entitle PHS to terminate this Contract pursuant to paragraph 4.1. Pending receipt of adequate assurances of performance and actual performance in accordance therewith, PHS shall be entitled to proceed with the Work with other contractors.

**PAYMENT ON TERMINATION/SUSPENSION:** If PHS suspends or terminates the Contract, or Work under it, PHS shall be responsible for payment to the Contractor only for Work satisfactorily performed to the date of termination or suspension.

## **GENERAL CONDITIONS**

**LAWS AND ORDINANCES:** All work performed and services rendered under this Contract shall strictly conform to all applicable laws, statutes and ordinances and all applicable rules, regulations, codes, methods, and procedures (collectively "Laws") required by any governmental or quasi-governmental departments, agencies, boards, bureaus, offices, commissions or other bodies, including, but not limited to The City of Philadelphia and all its agencies.

**DISCRIMINATION.** In accordance with Chapter 17-400 of the Philadelphia Code as amended, Contractor agrees that its payment or reimbursement of membership fees or other expenses associated with the participation by its employees in an exclusionary private organization, insofar as such participation confers an employment advantage or constitutes or results in discrimination with regard to hiring, tenure of employment, promotions, terms, privileges or constitutes or results in discrimination with regard to hiring, tenure of employment, promotions, terms, privileges or conditions of employment on the basis of race, color, sex, sexual orientation, religion, national origin or ancestry, constitutes a substantial breach of the Contract entitling PHS to all rights and remedies provided in the Contract Documents or otherwise available at law or in equity. Contractor agrees to include the immediately preceding sentence (with appropriate adjustments for the identity of the parties) in all subcontracts and other agreements which are entered into for work to be performed pursuant to the Contract by subcontractors, consultants and others. Contractor further agrees to cooperate with the Commission on Human Relations of the City of Philadelphia in any manner which the said Commission deems reasonable and necessary for the Commission to carry out its responsibilities under Chapter 17-400 of the Philadelphia Code, as amended. Failure to so cooperate shall constitute a substantial breach of the Contract entitling PHS to all rights and remedies provided herein or otherwise available in law or equity.

**CONTRACT WORK HOURS AND SAFETY STANDARD ACTS ("THE ACT"):** The Contractor shall comply with all applicable provisions of the Contract Work Hours and Safety Standards Act and its implementing regulations. In addition to the causes for termination set forth in paragraph 4.1, above, PHS reserves the right to terminate this Contract if the Contractor fails to comply with the overtime provisions of the Act.

### **UNDERGROUND UTILITY LINE PROTECTION LAW:**

The Contractor shall abide by all provisions of the Pennsylvania Underground Utility Line Protection Law that specify the Contractor's responsibilities in regard to public health and safety during excavation and demolition operations in areas of underground utilities.

The Contractor is responsible for making all required calls to the PENNSYLVANIA ONE-CALL SYSTEM (1-800-242-1776), the calling system in direct contact with many utilities within the Commonwealth. Work site locations are included herein. The Contractor will provide to the PHS authorized representative the PA

ONE-CALL serial number assigned to each Project within 24 hours of Project implementation.

The ONE-CALL SYSTEM does not replace the requirements of the Underground Utility Line Protection Law.

**PERMITS:** The Contractor shall be responsible for obtaining all permits for the project Work including tree planting permits and hydrant permits. The Contractor shall be responsible for obtaining all necessary permits, licenses and consents of any kind from any federal, state, or local governmental or quasi-governmental authorities for the performance of the Work, and shall give all notices required by law. The charge or fee for any permit, license or consent required for the performance of the Work shall be assumed by the Contractor. Contractor shall be fully responsible for knowledge and possession of all permits required and PHS will cooperate fully with Contractor in obtaining such permits.

**PROTECTION OF EXISTING SEWERS, CULVERTS, WATER LINES AND GAS AND ELECTRICAL UTILITIES:** The Contractor shall use approved methods of construction to insure the safety of the existing structures and utility lines. Any damage caused by the Contractor shall be the responsibility of the Contractor and the Contractor shall repair such damage at no cost to PHS, the City of Philadelphia or the owner of the property so damaged.

**NON DISCRIMINATION:** In the performance of this Contract, the Contractor shall not discriminate against any person because of race, color, religion, sex, sexual preference, disability, age, veteran status or national origin. In the event of such discrimination, PHS may terminate this Contract whereupon all of PHS's obligations under this Contract shall cease and desist, save only the obligation to pay Contractor the sums due for services previously performed prior to the date of termination in strict and exact accordance herewith.

**USE OF SITE/ACCESS TO WORK:**

The Contractor shall confine operations at the sites to areas permitted by Laws, permits and the Contract Documents, and shall not unreasonably encumber the sites with materials or equipment. Contractor shall not place or maintain any banners, signs, posters or structures on any site without the prior approval of PHS.

The Contractor shall, at all times, give to PHS and its authorized representatives access to all necessary facilities. The Contractor shall cooperate, including providing access to take photographs, and to determine, both on the work sites and at the places of manufacture or preparation, that all workmanship and materials furnished under the Contract conform strictly to the specifications and terms of the Contract Documents.

**LABOR:** Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons, persons not skilled in tasks assigned to them or persons who cause any interruption to the performance of the Work of this Contract. Contractor

shall dismiss from the Work any employee of the Contractor to whom PHS makes reasonable objection.

#### SAFETY:

The Contractor shall be responsible for all safety precautions at Project sites. The Contractor shall at all times exercise reasonable precautions for the safety of the public and of the employees of the Contractor and of PHS and other workers with regard to the work performed under this Contract, and shall comply with all applicable provisions of federal, state and local safety laws and regulations. All machinery shall be operated in accordance with manufacturer's instructions. Contractor shall guard against physical hazards in accordance with applicable standards and Laws, and utilize signs, caution tape or fencing as appropriate to protect the public.

In an emergency affecting the safety of persons or property Contractor shall act in the Contractor's discretion to prevent threatened damage, injury or loss. The Contractor shall give prompt written notice to PHS of any accident involving personal injury requiring a physician's care or any property damage exceeding \$250.00 in value. A detailed written report shall be furnished if requested by PHS.

If Contractor recognizes a hazardous condition on a Project site for which reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from such conditions, including but not limited to hazardous materials such as asbestos or polychlorinated biphenyl (PCB), Contractor shall immediately stop Work in the affected area and report the condition to PHS in writing. When the condition has been rendered harmless, Work shall resume on written agreement of PHS and the Contractor. The time for performance of the Work may be extended appropriately.

#### INSPECTION/RIGHT TO REJECT WORK:

All materials furnished under the Contract shall be as specified and required in the Contract Documents and all the Work shall be completed to meet quality and standards described herein. PHS shall have the right to reject defective Work or require its correction. If the Contractor fails to proceed at once with correction of rejected Work, PHS may, in its sole discretion and without prejudice to any other rights or remedies available to PHS, have the defects remedied and charge the cost of the same against any moneys which may be due the Contractor.

An authorized representative of PHS shall inspect the Work performed under this Contract, and he/she is also hereby authorized and empowered to reject and refuse all Work which does not comply in kind, quality, quantity, time or place with the requirements of the Contract Documents.

The inspection, approval or acceptance of any part of the Work or any payment on account thereof, shall not prevent the rejection of said Work at any time thereafter during the existence of the Contract and prior to final payment, should

said Work be found to be defective or not in accord with requirements of the Contract Documents.

The presence of PHS authorized representatives shall not lessen the obligations of the Contractor for performance in accordance with the requirements of the Contract Documents, or be deemed a defense on the part of the Contractor for an infraction thereof. PHS authorized representatives are not authorized to revoke, alter, enlarge, relax or release any of the requirements of the Contract Documents. Any omission or failure on the part of PHS authorized representatives to disapprove or reject any Work shall not be construed to be an acceptance of any such defective Work.

#### PERMISSIBLE CHANGES AND ALTERATIONS IN THE WORK:

Should it be deemed necessary by PHS or the Contractor, in the execution of the work, to make variations desirable or necessary for the stability, safety, economy or betterment of the Work, which variations increase or decrease the quantities of work specified or change the location thereof to an extent not unreasonably affecting the conditions of the Work, the Contractor shall, upon written order from PHS to that effect, make such variations. If such variations diminish the quantity of the Work to be done, an appropriate reduction in the amount payable to the Contractor under the Contract will be made, and the Contractor shall make no claim for damages or for anticipated profits on the work that is eliminated. If such variations increase the amount of Work, the value of such increase shall be determined and fixed by PHS in accordance with the quantity of such Work actually done, and, where applicable, at the prices stipulated in the unit price schedule in the Contract Documents.

Should the Contractor consider itself entitled to extra compensation on account of the above alterations or changes, before proceeding with the Work in question it shall notify PHS in writing. No changes or alterations in the scope of Work shall be made without prior authorization in writing by the PHS authorized representative. Should, in the opinion of PHS, any contemplated change in the quantities of the Work or alterations thereof materially increase the compensation for same, then the Work shall be considered to be "Extra Work" and the Contractor shall be paid for same in accordance with paragraph 5.13.

The Contractor may make substitutions only with the prior written consent of the PHS authorized representative.

Written orders varying the scope of the Work and indicating an adjustment in the time for performance of the Contract and/or the compensation due Contractor when signed by PHS and the Contractor stating their agreement to the terms are "Change Orders."

**EXTRA WORK:** Extra Work, not originally contemplated under the Contract and not otherwise provided for in a unit price schedule herein, shall be performed by the Contractor only when authorized by Change Order.



INSURANCE: The Contractor shall have in effect at all times during the term of the Contract insurance from a carrier rated "A" or better by A.M. Best or an analagous rating from a similarly recognized rating agency:

The Contractor shall carry or require that there be carried worker's compensation insurance for all persons engaged in the Work under the Contract and in accordance with all applicable worker's compensation laws.

The Contractor shall procure and maintain in effect for as long as the Contractor has obligations under the Contract adequate public liability and property damage insurance to protect the Contractor, its agents, or employees and/or subcontractors, the public, and PHS employees, from claims for bodily injury, accidental death and damage to property, which may arise from operations under this Contract, whether or not such operations are undertaken by the Contractor or anyone directly in its employment. Such insurance shall include the following coverage in at least the following amounts:

comprehensive public liability and property damage insurance in the amount of one million dollars (\$1,000,000.00) per occurrence with an annual limit of not less than two million dollars (\$2,000,000.00); and

protective liability and property damage insurance in the amount of one million dollars (\$1,000,000.00) with an annual limit of not less than two million dollars (\$2,000,000.00).

The Contractor shall carry, and require that there be carried by any of its agents or subcontractors doing work under this Contract, comprehensive automobile liability insurance covering owned, hired and non-owned vehicles used in connection with any Work being performed under this Contract, with limits of one million dollars (\$1,000,000.00) per each person and one million dollars (\$1,000,000.00) per occurrence for bodily injury (including death) and property damage in a single primary contract of insurance.

Each such policy shall name PHS, and the City of Philadelphia as additional insureds and provide that PHS shall receive thirty (30) days' prior written notice of any material change in or cancellation of such policy. The Contractor shall at the request of PHS provide PHS with copies of certificates evidencing such insurance. The Contractor shall increase the amount of such insurance upon the reasonable request of PHS.

The Contractor shall provide prompt written notice to PHS of all losses, damages or injuries to any person or to the property of PHS or any third persons, which might in any way be related to the performance of the Work under this Contract. The Contractor shall promptly report to PHS all such claims of which the Contractor has notice, whether related to matters insured or uninsured. No settlement or payment for any claim or loss, injury or damage or other matter as to which PHS may be charged to make a payment or reimbursement shall be made by the Contractor without the prior written approval of PHS. The

Contractor shall assist and cooperate with PHS and any insurance company in the adjustment or litigation of all claims.

The Contractor is responsible for compliance with the insurance requirements herein. No act or omission of any insurance agent, broker or insurance company representative shall relieve the Contractor of any of its obligations under this Contract.

**INDEMNIFICATION:** The Contractor shall indemnify, save and hold harmless PHS, the City of Philadelphia, and their agencies and departments, subsidiaries, affiliates and each of their directors, officers, representatives, agents, employees, and volunteers from and against all claims, damages, losses, liabilities, cause of action, orders, decrees or judgments or other expenses, including attorneys' fees, whether for injury, death or damage to person or property which arise out of or result from the performance or non performance of any of the Work by the Contractor under this Contract, provided that any such claim, damage, loss or expense is caused in whole or in part by the negligence, gross negligence or willful misconduct of the Contractor or any subcontractor of the Contractor, anyone directly or indirectly employed by any of them, or anyone for whose acts the Contractor is liable.

**ASSIGNMENT OF CONTRACT:** The Contractor and its designated representatives shall give his/her best efforts and personal attention to the faithful completion of the work and shall not subcontract Work or assign, transfer, convey or otherwise dispose of either the Contract or any legal right, title or interest in or to the same or to any part thereof without the prior written consent of PHS.

**NOTICES:** Any notice given under the Contract shall be in writing. Written notice shall be sent by hand delivery, by receipted overnight delivery service by a reputable carrier, by registered or certified mail, postage prepaid, return receipt requested or by facsimile. Any notice sent by facsimile must be followed within three (3) days by written notice sent by one of the four other methods listed. Unless otherwise expressly provided in this Contract, all notices shall be effective two (2) days after deposit in the United States mail, or one (1) day after being sent by overnight delivery service or when delivered by hand, all as evidenced by a signed receipt. Notices shall be sent to the parties at the following addresses:

If to PHS:  
The Pennsylvania Horticultural Society  
100 North 20th Street, 5th Floor  
Philadelphia, PA 19103-1495  
Fax (215) 988-8810  
Attention: \_\_\_\_\_

If to Contractor:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

WEATHER: PHS's authorized representative may in his or her sole discretion order the suspension of Work in whole or in part, due to weather or the effects of weather, for such time as (s)he considers to be unfavorable for the satisfactory performance of the Work.

SECURITY OF STORAGE FACILITY: The Contractor shall be responsible for maintaining a secure and safe storage facility for all equipment and supplies being stored for PHS Work at Contractor's yard, storage/nursery facility. Contractor shall deliver, handle, and store all plant stock and materials in accordance with the highest standard of care.

REQUIRED REPORTING: The Contractor shall maintain records satisfactory to PHS of Work performed, including labor, equipment and material used.

LIENS. Contractor, for itself and anyone else acting or claiming through or under it, does hereby waive and relinquish all right to file a mechanics' or materialman's lien, or notice of intention to file any lien, and does hereby covenant, promise and agree that no mechanic's lien or other lien of any kind shall be filed or maintained against any Project or improvements at any Project site or the estate or title of any owner of real property, PHS, and the City of Philadelphia for services rendered, Work done or materials furnished in connection with this Contract.

#### MISCELLANEOUS:

Only the authorized representatives of the parties may amend or waive provisions of the Contract. Any amendment to the Contract and any waiver of any of the provisions of the Contract must be in writing executed by both of the parties to the Contract. If either party fails to enforce any term of the Contract, failure to enforce on that occasion shall not prevent enforcement on any other occasion.

All rights and remedies conferred by the Contract are cumulative and may be exercised singularly or concurrently. If any provision of the Contract is held invalid by any law or regulation of any government or by any court, such invalidity shall not affect the enforceability of other provisions in the Contract. The Contract shall be governed by and interpreted in accordance with the laws of the Commonwealth of Pennsylvania without regard to the conflict of laws statutes.

Each party hereto acknowledges that it has entered into the Contract as an independent contractor and is not, and shall not hold itself out as an agent, representative or employee of the other party hereto, except as provided for under this Contract or by operation of law.

The Contractor acknowledges that it has read the Contract, understands the same and agrees to be bound by same. This Contract shall supersede all prior contracts, agreements, amendments, addenda, extension and proposals, whether oral or written, and any and all negotiations, conversations and discussions relating to same.

Group Name	Area - Neighborhoods	Group Sq. Ft.
PHA	PHA - Sharswood	667,627
1	South	223,956
2	Southwest	346,916
3	SW, W - Kingsessing, Cobbs Creek	416,758
4	West - Haddington, Overbrook	319,400
5	West - Mill Creek	1,133,659
6	West - Mantua	474,535
7	North Central - Brewerytown, Strawberry Mansion	320,587
8	North Central - Ridge Ave. Corridor	266,584
9	North Central- Strawberry Mansion	523,534
10	North Central - North Phila. West	732,141
11	North Central - Francisville, Cecil B Moore	549,988
12	Eastern North - Ludlow	441,535
13	Eastern North - Hartranft	416,610
14	Eastern North - Glenwood, Fairhill	289,041
15	Eastern North - Old and West Kensington	353,777
16	Eastern North - Fairhill, Kensington	355,248
17	North Central - Nicetown, Tioga	703,520
18	Northwest - Germantown, Logan	340,178
19	Northwest - Germantown, Mt. Airy	398,775
20	Northeast - Frankford	174,296
21	North Central - Swampoodle	322,159

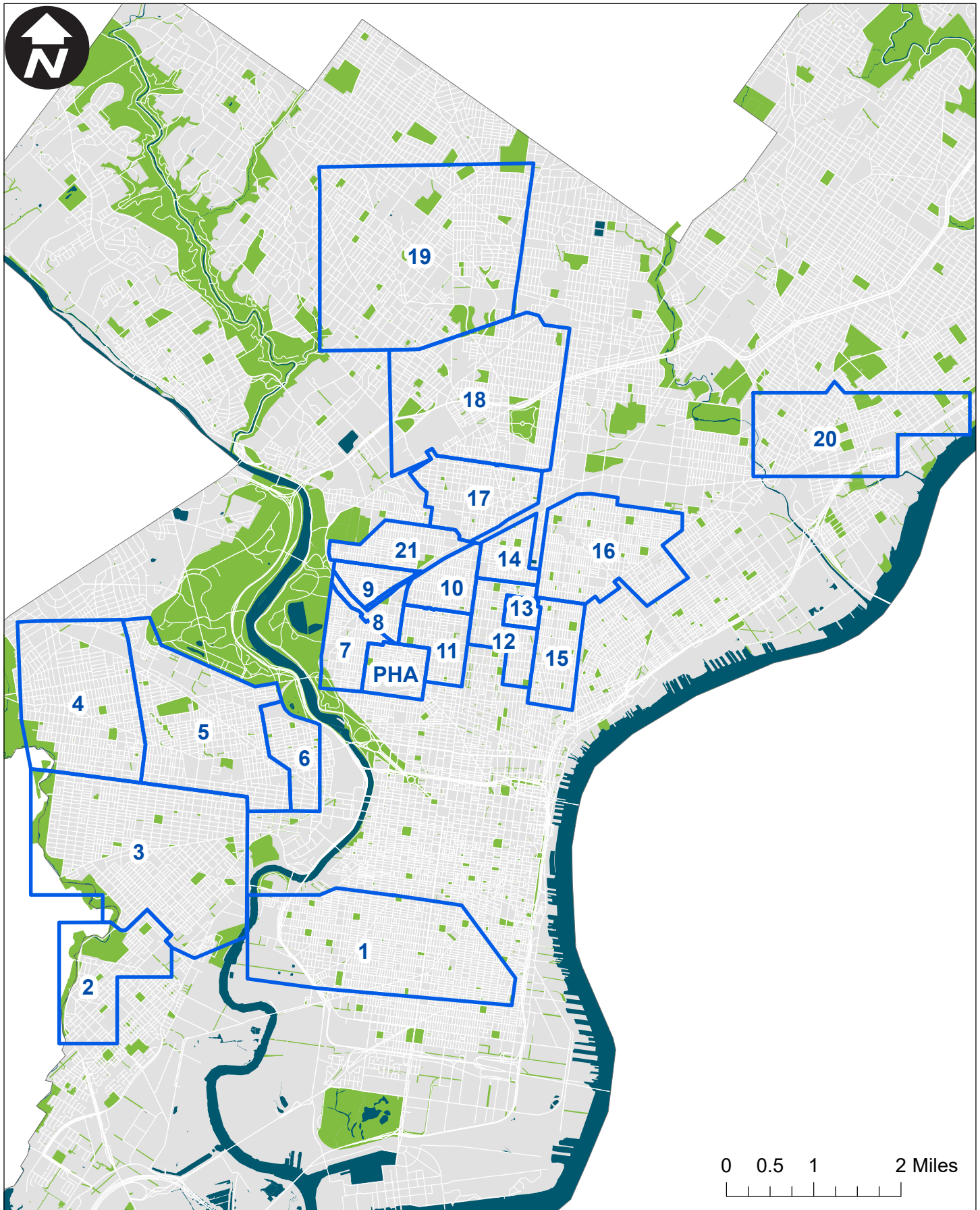


**PHS**



City of  
**Philadelphia**

**PHS LandCare Program  
Maintenance Groups  
2022**



In January 2021, the City of Philadelphia adopted legislation that requires all bidders and contractors to agree to disclose their prior experience working on City Contracts as well as their demographic data for workforces, board members and employees performing work on city contracts valued at over \$100,000.

Data will be aggregated and included in annual report. Data for individual firms or workers will not be shared with the public.

If contacted, you will be required to provide the following information:

1. Prior years contracting experience with the City of Philadelphia for the last five years
2. Total number of employees and their status as either full time or part time
3. Race/ethnicity and gender of all employees
4. Average salary by gender of all employees
5. Average salary by race/ethnicity of all employees
6. Job function for all employees
7. Length of employment for all employees
8. Residency of all employees
9. Race/ethnicity and gender of all board members
10. Length of employment for all board members
11. Residency of all board members

If you have any questions regarding these disclosure requirements, please contact Joan Kapczynski, Contract and Administration Manager at [jkapczynski@pennhort.org](mailto:jkapczynski@pennhort.org) or 215-988-8865.



**2022**  
**CITY OF PHILADELPHIA WAGE REQUIREMENTS**

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As per Section 17-1305 (1)(b) of the Philadelphia Code, please be advised of the following wage rate requirements for the above referenced contracts through December 31, 2022.

- For Profit Service Contractors, which receive or are subcontractors at any tier on contract(s) for \$10,000 or more from City contracts in a twelve-month period, with annual gross receipts of more than \$1,000,000, **the applicable wage rate for PHS contracts is \$15.00/hr.**
  
- For Non-Profit Service Contractors, which receive or are subcontractors at any tier on contract(s) for \$100,000 or more from City contracts in a twelve-month period, **the applicable wage rate for PHS contracts is \$15.00/hr.**

If you have any questions regarding these requirements, please contact Joan Kapczynski, Contract and Administration Manager at [jkapczynski@pennhort.org](mailto:jkapczynski@pennhort.org) or 215-988-8865.

**February 1, 2022**