

E1. INTENT

The intent and purpose of this invitation to bid is to establish an Annual Requirements Contract for Landscape Bed Maintenance of City of Alington Beautification Sites, per the Inventory List, Exhibit A.

It is the intent to maintain these Sites at a high standard to improve the aesthetic value for Arlington's citizens and visitors.

This contract will include landscape maintenance associated with ornamental landscape beds, such as mulching, weeding, fertilization, and pruning. This contract will not include the mowing, trimming, or edging of turf.

Maps

<https://arcg.is/1Oba550>- Areal View

It is the intent of the City to add additional Sites to this contract as they are developed or as business needs necessitate.

Awarded Contractor shall adhere to:

- Storm Water Pollution Control Ordinance, Amended by Ordinance No. 10-019
- City of Arlington, Mobile Source Air Pollution and Ozone Reduction Policy
- City of Arlington Vehicle Idling Ordinance, 08-076 Motor Vehicle Idling Restrictions, and Traffic Code Section 5.15
- City of Arlington Health and Sanitation Ordinance No. 10-021, Article II
- Title 40: Protection of Environment, Part 90 – Control of Emissions from non-road Spark Ignition Engines at or below 19 Kw
- 29 CFR 1910 Standards; OSHA Safety and Health Standards,

The City reserves the right to make an award to either one vendor whose bid is the best value for the City, or to multiple vendors.

E2. RECOMMENDED MINIMUM EQUIPMENT

All equipment the bidder is committing to this Contract, if awarded, should be listed in Exhibit B. Insufficient and/or inadequate equipment as determined by the City is cause for rejection of any or all proposals. Experience has demonstrated that it is essential to have reserve equipment to compensate for breakdowns, theft, etc.

Recommended minimum equipment for each Site:

3 Hedge Trimmers	2 Fertilizer Spreaders
3 Hand Pruners	2 Backpack Blowers
3 Pair Loppers	1 Truck
3 Backpack Sprayers	1 Trailer

The City has the right to inspect all equipment dedicated for use on this project prior to award of the bid. During inspection, the Contractor must have all equipment which will be dedicated to the Contract on hand or have original receipt of purchase or lease to show ownership. All vehicles used must meet all Texas Department of Transportation requirements for safety and have current inspection and registration. All equipment shall be compliant with the most current EPA, ANSI and OSHA guidelines and requirements.

All equipment shall be maintained and be in good, operational condition necessary to perform the services throughout the term of the Bid Specification. All equipment is subject to the approval of the Inspector or designee. Equipment failing to meet City's inspection shall be immediately removed from service. Any resulting lost time will count towards a workday.

Contractor shall inspect each piece of equipment daily to ensure that all equipment is operating and secured properly. Equipment that is not operating properly shall be taken out of service until it is repaired and properly operates; and Contractor shall perform all scheduled maintenance functions in accordance with the manufacturer's specifications and schedule. Contractor should keep accurate records of all equipment maintenance.

Should a piece of equipment be removed from service, Contractor is responsible for providing operational equipment in the interim. The City will not be responsible for the repair, or any cost associated with repair or replacement of the Contractor's equipment, nor will the City be responsible for obtaining rental equipment on behalf of the Contractor to fulfill the services identified herein.

E3. GROUNDS MAINTENANCE SPECIFICATIONS AND PERFORMANCE MEASURES

It is the spirit and intent of these specifications and plans to secure for the City, and Director, the work described, complete in every respect, and the general conditions therefore shall be complied with, whether items are specifically mentioned or not.

Access:

Vehicles shall park in areas that do not create potential hazardous traffic situations. Contractor may park on medians only if they are dry and firm, resulting in no damage to the grounds, irrigation components, or other infrastructure. If median is unavailable for parking and Contractor chooses to close traffic lanes, Contractor must provide any required traffic control and safety measures. The use of adjacent streets for parking may be utilized as allowed by ordinance.

Bed Maintenance:

1. Weeding:

- a. Weeding shall consist of hand pulling weeds larger than 2.5" and spot spraying weeds smaller than 2.5" with an herbicide approved by the Urban Forestry and Land Manager. The Site should be free of weeds, litter, and other debris.
- b. Weed removal utilizing string trimmer or other power equipment is not allowed unless prior approval is received from the Urban Forestry and Land Manager. All weed debris is to be cleaned up, hauled off and properly disposed of by the contractor.
- c. This work must be completed without injury to existing viable plant material, trees, irrigation, and other improvements currently existing at the defined Site.

➤ Performance measure: **No visible weeds in the landscape beds, and no chemical, mechanical or physical damage to the plants and trees.**

2. Shrub and Hedge Trimming:

- a. Trim shrubbery and hedges as required to maintain the appropriate size and shape, and to keep walkways and roadways clear of plant material. The shape, size and technique for shrub and hedge trimming will be specified by the Urban Forestry and Land Manager. Clippers/hedge trimmers are to be sharp and cleaned for plant health.
- b. Hedges will be trimmed to the uniformed shape that they are already in or to be set by the Urban Forestry and Land Manager. Clippers/hedge trimmers are to be sharp and cleaned for plant health.
- c. All trimming debris is to be cleaned up, hauled off and properly disposed of by the contractor.

➤ Performance measure: **Shrubbery and hedges appear uniform and healthy, trimmed to appropriate size and shape. Plant material is not protruding into sidewalks and roadways.**

3. Flower and shrub removal:

Remove all dead plants or plant material as required. All holes must be properly filled in, and dead material be cleaned up, hauled off and properly disposed of by the contractor. Within 2 working days, Contractor must report in writing to the Urban Forest and Land Manager the Site, type and quantity of plant material that was removed.

➤ Performance measure: **No dead plants or plant material in the landscape beds.**

4. Dead heading Flowering Plants and Shrubs:

- a. Remove dead flowers and pods from the plants. Cut the flowering stems back to main leaf or blade stem to remove all the dead and dying flowering stem, leaving the leafing stems behind to reproduce more flowers. Make sure Clippers/hedge trimmers are sharp and cleaned for plant health.

- b. All trimming debris is to be cleaned up, hauled off and properly disposed of by the contractor.

➤ Performance measure: **No dead flowers remaining on plants.**

5. Tree Sucker Removal:

- a. Remove all new stems and leaves growing from the bottom 5' of the tree trunk. Utilizing hand clippers, cut the stem back to the main trunk without damaging the bark on the trunk. Do not pull or tear the stems from the trunk, and do not leave partial stems behind. Ensure hand clippers are sharp and cleaned for plant health.
- b. All trimming debris is to be cleaned up, hauled off and properly disposed of by the contractor.

➤ Performance measure: **No suckers or new branches growing from bottom 5' of tree trunk.**

6. Litter/Debris Removal:

- a. Contractor shall remove all litter, clean all paved areas including the street, curb-lines, sidewalks, nose cones, and remove all clippings, leaves, limbs, rocks, and other debris which is not intended to be present at the Site.
- b. All litter and debris shall be removed by the Contractor and disposed of through their waste disposal provider at an off-site location. Contractor is not allowed to utilize City dumpsters to dispose of collected litter and debris and is therefore solely responsible disposal of said litter and debris.
- c. Miscellaneous items: Should unique items be found at the Site(s) (i.e., abandoned barrels, roofing materials, appliances, etc.), Contractor must immediately report in writing to the Urban Forest and Land Manager of the items and any potential hazardous materials found on the Site including container branding if possible. It will be the City's responsibility to dispose of unique debris or hazardous materials after notification.

➤ Performance measure: **No visible litter and debris at the Site.**

Winter Ornamental Cut Back:

- a. Ornamental Grass and perennials cut back will be called out as a separate line item on Exhibit A.
- b. Large grasses are to be trimmed to remove the dead stems at a level of 8" - 10" (grasses taller than 2.5') above the base of the plant to avoid cutting into the crown of the plant. Small grasses are to be trimmed to remove the dead stems at a level of 6" (grasses below 2.5') above the base of the plant to avoid cutting into the crown of the plant. Make sure Clippers/hedge trimmers are sharp and cleaned to prevent the spread of disease.

- c. The species along with the shape, size and technique for perennial cut back will be specified by the Urban Forestry and Land Manager.
 - d. All trimming debris is to be cleaned up and hauled off and composted or properly disposed of by the contractor. Grass trimming will take place in January.
- Performance measure: **All ornamental grasses cut back by end of January.**

E4. WORK ORDERS, ASSIGNMENTS, AND INSPECTION OF WORK

1. Inspectors Duties

The Urban Forestry and Land Manager or designee may make inspections, re-inspections, monitor Contractor activities, ensure the work performed at the assigned Site is done to the quality level prescribed in this Contract and in accordance with prescribed time schedules, however, the Urban Forestry and Land Manager or designee has no duty or obligation to make inspections. Upon determination of any violation of the specifications and/or terms of this Contract, the Inspector shall record, process, and submit all pertinent information to the Urban Forestry and Land Manager for appropriate action.

2. Notice-to-Proceed and Payment

Notice-to-Proceeds will consist of a written list of specified Sites designated for grounds maintenance and will be issued by the Urban Forestry and Land Manager or designee before work is to begin at the Site and will follow the schedule of maintenance cycles as closely as possible. The Notice-to-Proceed shall be considered complete when all work has been inspected and approved by the Inspector and has been signed by both the Inspector and Contractor indicating that agreement exists as to the information shown on the Notice-to-Proceed. Such information shall consist of Site locations, square footage maintained, and the acceptability of the maintenance activities performed. Completed Notice-to-Proceeds will be dated, certified, and signed by the Contractor and Inspector. Payment will be authorized upon receipt of approved Notice-to-Proceed to the Urban Forestry and Land Manager after each cycle along with an invoice on Contractor's letterhead. **It shall be mandatory that all Notice-to-Proceeds be completed after the end of each cycle before another Notice-to-Proceed may be issued. Failure to obtain Notice-to-Proceed prior to beginning the next cycle may be considered a breach of contract.**

3. Work Record Summary

A Work Record Summary must accompany all Notice-to-Proceeds detailing dates, times, and locations of when work was completed per Contract specifications. Notice-to-Proceeds will not be approved without this information attached nor will a new Notice-to-Proceed be issued until all terms and conditions of the prior Notice-to-Proceed are satisfied.

4. Weekly Contact

The Contractor must make weekly contact with the Urban Forestry and Land Manager or designee in writing. This weekly contact is for the purpose of discussing areas to be maintained, Contractor's work schedule for the week, areas to be inspected for approval, and Notice-to-Proceeds that need to be signed. **Failure to contact the Urban Forestry and Land Manager, or designee IN WRITING on a weekly basis may constitute a breach of Contract.**

5. Time to Complete Work

Upon issuance of a Notice-to-Proceed, Contractor shall begin work and proceed with all reasonable dispatch to completion. The Contractor will be required to maintain all assigned Sites in the time allotted (maintenance cycle) for each Site. Contractor will be required to maintain all Project Areas assigned to them and complete each cycle within a period of two weeks. Work started within a Site should be completed in consecutive days.

Maintenance services should be completed during the normal business week, Monday through Friday. If inclement weather causes service delays during the normal business week, the Contractor should work with the Urban Forestry and Land Manager to determine whether maintenance services can be scheduled on Saturdays and/or Sundays.

6. Failure to Maintain Maintenance Schedule

Failure on the part of the Contractor to maintain the required production rate for a Site shall be sufficient reason for the Urban Forestry and Land Manager to have the work in question or portions thereof completed by others, if the Contractor shall not cure the default within twenty-four (24) hours of written notice of the default. If others complete work, the additional cost caused by a higher bid price will be deducted from the original contractor's next payment, if any.

Failure to sustain the maintenance schedule shall be determined in the following manner:

- a. All Sites shall be maintained according to the maintenance schedule assigned. Final assessment of each area may be made by the Inspector on the morning following the end of each maintenance cycle. If the Contractor fails to meet the Contract specifications within the time limits of the schedule, then that portion of the work may be removed from his responsibility and may be reassigned to another contractor.
- b. Contractor shall correct any deficiencies in work within 24 hours of written notification. In the event the Contractor fails to correct the default to the satisfaction of the City within the specified time, or such greater time as the City may permit, the City shall exercise all rights, including the right to terminate the Contract in whole or part. The Contractor shall pay all costs and attorney fees incurred by the City in the enforcement of any provision herein or within this document.
- c. Areas that are in default will be clearly stated on written communication from the Urban Forestry and Land Manager to the Contractor. All responses to the default notification must be in writing by the Contractor.

7. Assessment of Damage to Trees During Grounds Maintenance Operations

Trees at the Site may be checked by the Inspector before work begins, and random checks may be carried out during the Contract period at the option of the City. The Contractor should inspect, upon Contract award, all trees for existing damages prior to conducting any work activity at the assigned Site. Observed tree damage shall be documented in writing to the Urban Forestry and Land Manager.

8. Protection of Existing Sites, Structures and Utilities

Where performance of maintenance activities endangers adjacent sites, structures and utilities, the Contractor shall at his own expense carefully protect all such sites, structures, and utilities so that there will be no loss or utilities service damage. In case of damage to existing sites, structures or utilities, the Contractor shall restore the site, structure or utility to its original condition and position without compensation from the City.

- a. Irrigation: While the City manages the irrigation system, the Contractor is responsible for contacting the Urban Forestry and Land Manager or designee should damage occur or be discovered during normal maintenance services.
- b. Gates: Failure to secure gates at any of the municipal facilities will result in Notice to Cure warning; failure to secure gates could result in immediate termination of contract with no Notice to Cure due to material breach of said award.

E5. Work Schedule

Maintenance schedules will be developed with the awarded Contractor during the award phase of Contract. Contractor and City's Urban Forestry and Land Manager will develop a set schedule for the duration of the Contract

1. If a Contractor receives contracts for maintenance at more than one district, he or she shall complete all grounds maintenance activities for each district concurrently.
2. Inclement Weather - The City reserves the sole rights to deem weather condition(s) as inclement. Should Contractor refuse to cease work in such conditions, payment may be prorated for that cycle. Damage such as but not limited to rutting resulting from work performed during inclement weather will result in liquidated damages. More than two refusals to cease work may be grounds for immediate termination of the Contract.

Work performed without authorization will result in forfeiture of payment for cycle.

E6. Work Crew

1. Each work crew shall have a designated person on the worksite with the authority to respond to inquiries about work details or priorities.
2. The Contractor will assign only qualified, trained, competent and reliable personnel to perform the services. The City shall have the right to request the immediate removal from its premises of any employee of the Contractor.

E7. Safety of Work Crew

1. Contractor shall wear and/or display proper warning devices (safety vest, flashers, strobe lights, warning signs, etc.) to ensure both employee and public safety. Uniforms are preferred but are not required; contractor and his employees shall dress and remain dressed in a presentable fashion due to high public visibility of these employees. Should problems occur, Contractor will be advised of the circumstances and shall take appropriate action. Dressing problems include but are not limited to bare chest (no shirt), shorts while trimming or edging, and absence or improper

use of safety devices. All PPE must meet all applicable OSHA standards and regulations. Contractor shall bear sole responsibility of compliance with PPE requirements.

2. The Contractor shall be responsible for furnishing all signs and traffic controls in accordance with the Texas Manual on Uniform Traffic Control Devices and adjust, as required by Urban Forestry and Land Manager or designee.
3. All signs must be mounted on their own stands, not less than three feet (3 ft.) from the bottom of the sign to the natural ground line. Each sign shall have two brightly colored safety flags attached to it. It will not be permissible to hang or lean these signs. The signs shall be erected in such a manner that they will not obstruct the traveling public view of the normal roadway signing.
4. Contractor must turn in a traffic control plan and equipment staging areas on the Operational Plan. Regulations can be found through the Department of Public Works and Transportation.

➤ Performance measure: **Proper warning devices and clothing due to high visibility of employees that work on roadways.**

E8. Operational Plan

Any proposal without an operational plan will be considered non-responsive. Evaluation of the operational

plan shall be based on submittals regarding the following information:

1. Detailed Operational Plan to include: proposed schedule of work (days, times, length at each location), placement of crews, etc.
2. Equipment to perform Contract requirements (including year, make and model)
3. Number of employees to perform Contract requirements
4. Man hours and equipment needed for each location per Contract requirements
5. Bidder's Employee Training/Safety
6. Security procedures for entering and exiting properties
7. Traffic control plan and defined equipment staging areas. Regulations can be found at <http://mutcd.fhwa.dot.gov/pdfs/2003r1/pdf-index.htm>
8. Inclement weather make-up procedures

E9. Criminal Background Checks

1. At their expense, Contractor shall conduct and coordinate criminal background checks on all employees responsible for performing contractual services at any City facility prior to beginning work at such facilities. Contractor employees must not have had any felonies within the past seven (7) years. Contractor represents and warrants that Contractor or Contractor's employees have

not been convicted of any criminal offense(s) and is required to maintain the proof of background checks.

2. Contractor shall provide proof (certification) that all personnel assigned to City facilities have had a criminal background check prior to their assignment.
3. Under no circumstances is Contractor to allow any employee to work at a City facility who has committed a crime against children or who is under an investigation for a crime against children, there is no time allowance or restrictions regarding this requirement.

E10. Identification

All Contractor vehicles under the performance of this Contract that are licensed for travel on public roads shall have the name of the Contractor neatly exhibited on each side of the vehicle.

The City may require the Contractor to have a magnetic identification decal on the side of their truck that denotes them as a City Contractor.

E11. Communication

1. Contractor will have communication equipment as necessary to perform the services of this Contract. This can include cellular phones, telephone answering devices, fax machine and/or email. Email is the preferred method for communicating with the Urban Forestry and Land Manager or designee.
2. The Contractor shall respond to communication requests from the Urban Forestry and Land Manager or designee within four (4) hours during the normal business hours of 8:00 a.m. to 5:00 p.m.

➤ Performance measure: **Four-hour turnaround time for information between City and Contractor.**

E12. Time for Completion and Liquidated Damages

Since time is of the essence, the City has seen fit to establish production rates and maintenance schedules for each Site. Failure of the Contractor to maintain the production rate or maintenance schedule within the time allotted will result in damages being sustained by the City. Unless provided otherwise in the specifications, the Contractor will pay liquidated damages to the City as follows:

1. Failure to respond to requests by City within twenty-four (24) hours regarding inadequate maintenance procedures, litter, limbs, and other debris not removed will result in a \$500 per day deduction per incident.
2. The parties agree that damages consequent to a breach of this section are not readily ascertainable at the time of execution of this Contract and agree that \$500 per day is an amount proportionate to the cost incurred by the City because of such breach. The parties agree that this amount is not intended as punitive damages.

3. Per Incident Liquidated Damages:

- (a) Tree damage will be assessed by the City Forester or the Urban Forestry and Land Manager for damage which could contribute to the death of the tree.
- (b) One-hundred dollars (\$100) per shrub for any damage during maintenance cycle.
- (c) One-hundred dollars (\$100) per incident for the following minor infractions:
 - i. Visible chemical damage to plants
 - ii. Trimming back so far it kills the plant
 - iii. Rutting up grass when working or parking

4. Execution of the Contract under these specifications shall constitute agreement by the City and Contractor that the amounts specified above are not to be considered penalties, but shall be deemed, taken and treated as reasonable liquidated damages, since it would be impractical and extremely difficult the actual damages caused by the Contractor's delay.

E13. Remedies for Non-Compliance

Failure on the part of the Contractor during the term of this contract in one or more area(s) would be reasonable cause for the Urban Forestry and Land Manager or designee to issue a Notice-to-Cure (NTC) warning, in addition to liquidated damages as required. Area(s) can include, but are not limited to, non-performance of service in accordance with the specifications herein; having more than two (2) failed inspections; failure to maintain work schedule; failure to install materials as specified; or failure to show.

Furthermore, the Contractor shall conduct operations in a manner that reflects favorably on the City. Calls from citizens concerning poor performance will be verified and if deemed correct, the Contractor shall be notified. Continued performance issues will result in cancellation of the contract.

It is the goal of the City to resolve disputes at the most minimal level, therefore,

- 1.** Should minor failure(s) occur during the term of this specification, the following will apply; minor is defined as less than four (4) hours' worth of work or delayed completion.
 - a. Inspector will verbally warn and give Contractor instructions to correct minor failure(s), as well as record the corrective action internally. Upon correction as specified, the Contractor will continue schedule with no written warning.
- 2.** More than two (2) verbal warnings for the same failure within the term of the contract, or a failure to comply with verbal warning(s) shall be sufficient reason for the Urban Forestry and Land Manager or designee to issue a NTC warning. Some known, but not all cures will be as follows:
 - a. When Contractor fails to maintain the required rate of services per the City's scheduled demand the first time, then Contractor shall respond to NTC by supplying the Urban Forestry and Land Manager a thorough schedule identifying the service schedule per location affected by NTC, unless otherwise identified within the NTC.

- b. When Contractor fails to maintain the required rate of services per the City's scheduled demand subsequently, liquidated damages will be incurred.
- c. When maintenance is performed without proper inspection, as well as any extra or unspecified work is done without written authority by the Urban Forestry and Land Manager or designee and/or prior to a written agreement by the City, then Contractor is at risk and all work will be considered unauthorized. Such unauthorized work includes any materials, tools, incidentals, mobilization, and transportation of crew used, and therefore will not be measured or paid for, and the NTC may order all incorrect services to be corrected at the Contractor's whole expense.
- d. When maintenance fails inspection, then all rejected areas will be outlined for correction in the NTC and must be corrected within twenty-four (24) hours, or as identified within the NTC.
- e. Failure to cure within twenty-four (24) hours, or as identified within the NTC, or as mutually agreed upon; or more than three (3) NTC for same incidents, as specified in the NTC, will result in the following:
 - 1) The affected portion of the maintenance, either in whole or in part, will be removed from the Contractor's responsibility and be delegated to a third-party contractor at the failed Contractor's whole expense.
 - a) The cost of delegating any portion of work will be deducted from any monies due to, or which may become due to the Contractor.
 - 2) The affected portion of maintenance which fails to be corrected will be removed from the Contractor's responsibility and be ordered from an alternate contractor.
 - 3) Additional cycles may be suspended until the assigned Site(s) are corrected in whole.
 - a) If suspension occurs, Contractor will be required to remediate all failure(s) before continuing future work within the City. Each day of suspension will count as a calendar day (workday).
 - 4) In the event the Contractor fails to correct in whole per the NTC and to the satisfaction of the City, or fails to correct rejected, or unauthorized work after receiving the NTC, the City shall exercise all rights, including the right to terminate the Contract due to material breach in whole or part with cause.
 - a) The Contractor shall pay all costs and attorney fees incurred by the City in the enforcement of any provision herein or within this document.
- f. All responses to the NTC must be in writing by the Contractor and submitted electronically to the City's Urban Forestry and Land Manager within five (5) calendar days.

It is fully understood by the Contractor that after reasonable and documented attempts between the Contractor and City to bring any failures/unacceptable work to an acceptable level, the City reserves the right to notify Contractor that the City has the intent to hire a third-party Contractor. The City may hire a third-party Contractor at any costs to repair any unacceptable work within the assigned Site(s) deemed unacceptable in part or whole, in an effort to stay on schedule.

E14. CONTRACTOR'S RESPONSIBILITY FOR WORK

The Contractor shall be responsible for the complete performance of all of the work under the Contract, including to:

1. Adhere to the Specifications herein;
2. Adhere to all 29 CFR 1910 Standards (OSHA standards),
3. Designate dual points of contact to ensure that all gates are securely locked when entering and exiting properties,
4. Always maintain a non-hostile, non-harassing; and drug, alcohol and weapon-free work environment at worksites among employees, residents, and City employees,
5. Contractor guarantees said employees are proficiently trained and have the knowledge, skills, and ability to operate necessary equipment, including but not limited to certifications when and where required. Employ only competent, efficient employees,
6. Provide a current copy of operators' current driver's license, and upon request, provide Department of Motor Vehicles Report at Contractor's expense of each operator,
7. Provide all labor, materials, prep work, fuel, travel, power, equipment and tools, supervision, personal protective equipment per OSHA Standards incidentals and traffic control complete and in place throughout the term of the Bid Specification,
8. Equip vehicles with amber warning strobe lights,
9. Provide a supervisor authorized to receive and fulfill instructions from the Inspector at all times on the jobsite. Supervisor must:
 - a. Serve as the Contractor's primary point of contact,
 - b. Be knowledgeable of the specifications and inspect the performance of work crew(s),
 - c. Be responsible for the day-to-day operations in accordance with the service requirements throughout the term of services,
 - d. Make decisions and receive, follow, give, and understand written and verbal instructions in English, and
 - e. Inspect the worksite with the designated Inspector upon request.
10. Provide the Inspector or designee with two (2) telephone numbers at which the Contractor can be contacted during the entire term of this contract. These telephone numbers shall be furnished to the City and in writing prior to the beginning of service for the protection and convenience of the public and emergencies, this requirement shall be identified as the Protection of the Public Requirement.

Failure to comply with the Protection of the Public Requirement which results in unsuccessful attempts to contact the Contractor will result in Contractor being assessed liquidated damages. In the event the Inspector or designee must secure a jobsite or handle any issues which are the responsibility of the Contractor, liquidated damages in the amount

as identified herein plus overtime and equipment costs will be assessed as necessary. This will include but is not limited to, City owned equipment, equipment the City is required to rent to correct problem(s), City labor forces, and incidentals. A day will be defined as a day ending at midnight.

E15. PERSONNEL CONTINUITY

The Contractor agrees that the on-site Supervisor assigned to the job shall remain available through the term of the specification for as long as the individual is employed by the Contractor until the term is completed.

E16. REPLACEMENT OF PERSONNEL

If the City determines a Contractor's employees are unable to perform in accordance with the requirements under this Bid/Project Specification, or are otherwise objectionable, Contractor shall immediately remove that employee.

1. Remove any person who is in the opinion of the Inspector or designee as unfit, unskilled, unable to take verbal or written directives in the worksites assigned to such employee.
2. Remove employees who are disobedient or disrupting the order of the worksite; employee shall be removed immediately and will be trespassing should said employee return to any City of Arlington property without authorization to work.
3. Under urgent circumstances, for the safety of all City employees, residents, and Contractor's employees, the Inspector or designee may orally order the immediate removal of an employee for cause. Written confirmation of incident causing removal will be presented to Contractor following the situation.

Should permanent removal of employee be required, the Contractor's employee will no longer be permitted on the City's property to perform work under this, or a similar specification.

Exhibits

Exhibit A

SITE	SQFT	WORK	Notes	QTY	UNIT	UNIT PRICE	EXT PRICE
W. Green Oaks - Village Creek to Pioneer	2780	Bed Maintenance	4 Beds	24	Cycle		
		Winter Ornamental Cut Back	Grass, Lantana, Zex	1	Cycle		
S. Collins and SE. Green Oaks	1158	Bed Maintenance	1 Bed	24	Cycle		
		Winter Ornamental Cut Back	Grass, Salvia	1	Cycle		
S. Collins and Mansfield Webb	1627	Bed Maintenance	1 Bed	24	Cycle		
		Winter Ornamental Cut Back	Hibiscus, Grass	1	Cycle		
S. Collins and I-20	1161	Bed Maintenance	1 Bed	24	Cycle		
		Winter Ornamental Cut Back	Grass, Zex	1	Cycle		
Highlander and Matlock	1459	Bed Maintenance	1 Bed	24	Cycle		
		Winter Ornamental Cut Back	Salvia, Grass, Salvia,Guara	1	Cycle		
E. Sublett - Matlock to Silo	36147	Bed Maintenance	9 Beds	24	Cycle		
		Winter Ornamental Cut Back	Grass	1	Cycle		
Calender Roundabouts	8963	Bed Maintenance	2 Roundabouts	24	Cycle		
		Winter Ornamental Cut Back	Grass	1	Cycle		
Curry Roundabouts	6759	Bed Maintenance	3 Rondabouts	24	Cycle		
		Winter Ornamental Cut Back	Grass	1	Cycle		
Pioneer - W. Green Oaks to S. Great Southwest	21687	Bed Maintenance	19 Beds	24	Cycle		
		Winter Ornamental Cut Back	Grass, Salvia, Yucca	1	Cycle		
New York and Eden Roundabout	5944	Bed Maintenance	1 Roundabout	24	Cycle		
		Winter Ornamental Cut Back	Grass, Salvia	1	Cycle		
New York - Melissa to Park Avenue South	51626	Bed Maintenance	200 Beds including rock beds	24	Cycle		
		Winter Ornamental Cut Back	Salvia , Grass	1	Cycle		
Collins - Grants to Custer	5894	Bed Maintenance	15 Beds	24	Cycle		
		Winter Ornamental Cut Back	Grass, Salvia	2	Cycle		
South Park & Ride	2290	Bed Maintenance	4 Beds	24	Cycle		
		Winter Ornamental Cut Back	Yucca stalk	1	Cycle		
287 Entryway Monument Sign	708	Bed Maintenance	1 Bed	24	Cycle		
		Winter Ornamental Cut Back	Grass, Zex	1	Cycle		
Mansfield Webb - Eden to New York	4181	Bed Maintenance	7 Beds	24	Cycle		
		Winter Ornamental Cut Back	Grass	1	Cycle		

Exhibit B

TO: JOHN DOE. CONTRACTOR, LAWN MOWER CONSTRUCTION

FROM: Wendy Pappas, URBAN FORESTRY AND LAND MANAGER

SUBJECT: DEFAULT AREAS

DATE: March 1, 2021

This memorandum is to serve as formal notification that the following areas are currently in a default status and are not maintained according to contract specifications:

FACILITY	DEFAULT AREA
Curry Road	Visible weeds in beds and rock areas
New York Street	Litter not picked up around landscape beds

In the above-mentioned areas, there are weeds in the areas and in landscape beds.

According to your contract you will have twenty-four (24) hours to remedy these areas and bring them into compliance. **If you fail to correct the default, your cycle invoice will be assessed a \$500.00 per day, per incident fine for non- compliance or until the City corrects the default.**

All communication for this default notice must be in writing and this form must be signed by you when the areas are completed and emailed back.

Completed Maintenance Areas:

Contractor Name

Date

Inspected Maintenance Areas:

Department Designee

Date