



## SCOPE OF WORK

### 1.0 INTENT

The intent and purpose of this request for proposals is to establish an annual requirements contract for the grounds maintenance of the medians and rights of ways of the City of Arlington's Entertainment District per the Inventory List, Attachment A.

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

Entertainment District Map Link:

<https://www.arcgis.com/apps/dashboards/ddf3d73d5d644388bf5d9c6c396730ed>

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 proposal is the best value for the City, or to multiple vendors, at the City's discretion.

### 2.0 MINIMUM EQUIPMENT

Recommended minimum equipment for each Project Area:

- (2) Out front-type mowers
- (4) String trimmers
- (2) Blowers
- (1) Vehicle (van or truck)
- (1) Trailer to transport mowers
- (2) Edgers
- (2) Walk-behind 21" mowers



All equipment shall be compliant with the most current EPA, ANSI and OSHA guidelines and requirements. Insufficient and/or inadequate equipment as determined by the City is cause for rejection of any and all proposals.

Mowers shall be maintained to provide a smooth, even cut without tearing. Blade adjustment shall provide a uniform, level cut without depressions or edges

### 3.0 GROUNDS MAINTENANCE SPECIFICATIONS AND PERFORMANCE MEASURES

**Mowing and Trimming:** Perimeter areas are generally those next to structures and along fences as defined in the linked site maps.

Medians and Rights of Ways Map Link:

<https://www.arcgis.com/apps/dashboards/ddf3d73d5d644388bf5d9c6c396730ed>

1. Contractor is responsible for mowing turf to the established, visible mow lines within the Project Area.
  - a. Mowing times shall be between the hours of 7:30am and 8:00pm central standard time for each calendar weekday.
  - b. Contractor shall remove all trash and litter from the entire Project Area prior to initiating any mowing of the turf areas.
  - c. Turf shall be cut at a height of two inches (2") in a professional manner as not to scalp turf or leave areas of uncut grass. Equipment must be operated at a speed to provide the optimal desired "manicured" cut designated by the Contract Administrator.

**Performance Measure:** Mowed area shall be FREE of clumped grass, trash, grass over-hanging the curb, grass in the gutter and along the curb, and tire tracks or ruts from the mowing equipment fixed.

#### 2. Removal of Grass Clippings

Removal of cut grass from the turf area where growth occurred will not be required unless grass is clumped. Cut grass and debris which falls or is thrown upon the pavement, streets, sidewalks, driveways, adjacent properties, or other hard surface through the action of the work crew shall be removed from the Project Area prior to the exit of the work crew from the work site.

The City has the authority to issue citations and impose fines *beginning at \$250 per offense*, per Article 2 of the "Industrial Waste and Water Pollution Control" Chapter of the Code of the City of Arlington, as amended.



**Performance Measure:** No visibly cut vegetation on pavement, streets, sidewalks, driveways, adjacent properties, or any other hard surfaces shall be present when the work crew exits the work site.

### 3. Trimming

- a. Contractor shall cut and remove of all plant material immediately adjacent to or under Project Area structures, poles, trees\*, signs, fences, planting beds, etc. This shall also include the removal of all plant material from expansion joints and any other cracks in curbs, sidewalks (both sides), driveways and any other hard surface.
- b. Special care shall be given to trimming around small trees as not to inflict damage to the bark of the trees.
- c. All trimming shall be accomplished maintaining the required 2" cutting height.
- d. All trimming must be accomplished concurrently with mowing operations.

**Performance Measure:** No vegetation taller than existing turf around structures and obstacles.

### 4. Edging

- a. All sidewalks, curbs, and steps must be mechanically edged to a one-inch (1") depth and 1/4 inch (1/4") width where they exist exposing the concrete surface. The initial edging shall be completed by the end of first cycle.
- b. All edges must be maintained throughout the duration of contract using a vertical cut approach. All material dislodged by edging must be removed from site. Sidewalks must be edged on both sides.

**Performance Measure:** Visible separation of turf from concrete and no vegetation overhanging onto sidewalks, curbs, steps, drives or other concrete surfaces.

### 5. Litter/Debris Removal

- a. Litter pick up is required prior to each mowing.
- b. Contractor shall on each visit to a site clean and sweep all paved areas, remove all clippings, bottles, cans, paper, fallen limbs, rocks, and other debris from all site grounds which is not intended to be present as part of the landscape.
- c. All trash and litter, including debris in the parking lots, 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 trash bags, and is therefore solely responsible for pick up and disposal of said litter.



- d. Miscellaneous items: Should unique items be found in Project Areas, such as abandoned barrels, roofing materials, appliances, etc., it will be necessary for Contractor to notify City's Contract Administrator or designee upon discovery. It will be the responsibility of the Contractor to notify the City of any potential hazardous materials found on site, as well as report any branding on container if possible. It will be the City's responsibility to dispose of unique debris or hazardous materials after notification.

**Performance Measure**: Zero visible litter and debris on finished maintenance areas.

#### **6. Mulched Tree Rings**

Contractor shall maintain all mulched areas adjacent to trees free of weeds. Care should be taken to prevent mechanical damage to landscape and for aesthetic reasons. Contractor will not be allowed to spray herbicides on tree wells.

**Performance Measure**: No vegetation growing in tree wells.

#### **7. Triangle Maintenance**

All vegetation growing from the expansion joints must be trimmed and removed. All curb lines (Minimum of 3' from the outside edge) around the triangles should be swept and scraped to remove all debris (dirt, gravel, clippings, broken glass, litter, cigarette butts etc.). The contractor is to collect this debris and remove it from the site. Like our rights-of-way, contractors are expected to remove items, up to and including 4" diameter tree limbs.

Larger debris remaining on triangles should be reported to the Contract Administrator or his inspection staff. Chemical applications on triangle expansion joints will be allowed only with permission of the contract Administrator. Triangles should be swept or blown off upon completion, to leave a clean and finished appearance.

#### **8. Chemical Applications**

There may be times when chemical applications may be more beneficial to the turf quality, than our scheduled mow cycles. If these applications are considered, they will only be allowed with expressed permission of the contract Administrator. If a chemical application is requested, the contractor may utilize subcontractors that possess proper licensing, accreditation and the ability to complete this scope of work in a timely manner. Contractors are never to use chemicals on any City of Arlington mowing contract, without the Contract Administrator's permission. Unauthorized use of chemicals may result in material breach and immediate termination of contract.

#### **9. No Mow Areas**

It is the contractor's responsibility to familiarize their crew with these properties and abide by the citizen's request. The contractor must maintain and consistently update a current "no mow list". The



contractor must immediately inform the Contract Administrator of modifications to the “no mow list”. Failure to abide by a no mow request could be punishable up to the termination of the contract.

#### 4.0 WORK ORDERS, ASSIGNMENTS, AND INSPECTION OF WORK

##### 1. Inspectors Duties

The Contract Administrator or designee may make inspections, re-inspections, monitor Contractor activities, ensure the work performed in the assigned Project Area is done to the quality level prescribed in this Contract and in accordance with prescribed time schedules, however, the Contract Administrator 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 Contract Administrator for appropriate action.

##### 2. Notice-to-Proceed and Payment

Notice-to-Proceeds will consist of a written list of specified areas of land designated for grounds maintenance and will be issued by the Contract Administrator or designee before work is to begin in the Project Area 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 grounds maintenance locations, acreage/mileage actually 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 Contract Administrator 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. Contract Administrator may request before and after pictures of project areas to verify work performed.

##### 4. Daily Contact

The Contractor must make daily contact with the Contract Administrator or designee in writing. This daily contact is for the purpose of discussing areas to be maintained, Contractor’s work schedule for the day, areas to be inspected for approval, and Notice-to-Proceeds that need to be



signed. **Failure to contact the Contract Administrator, or designee IN WRITING on a daily 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 Project Areas assigned to him in the time allotted (maintenance cycle) for each Project Area. Work started within a Project Area 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 City's Contract Administrator 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 Project Area shall be sufficient reason for the Contract Administrator 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, any 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 Project Areas 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 or verbal 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 Contract Administrator to the Contractor. All responses to the default notification must be in writing by the Contractor. See **Exhibit A** that will be utilized for each default area.

**7. Assessment of Damage to Trees During Grounds Maintenance Operations**

Trees in the Project Area may be checked by the assigned 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 in the assigned Project Area. Observed tree damage shall be documented by memo to the Contract Administrator.

#### **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 City's Contract Administrator 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.

### **5.0 WORK SCHEDULE**

Maintenance schedules will be developed with the awarded Contractor during the award phase of Contract. Contractor and City's Contract Administrator will develop a set schedule for the duration of the Contract. See **Exhibit B**, Notice-to-Proceed.

1. In the event that any one Contractor shall receive contracts for maintenance in more than two Project Areas, he or she shall complete all grounds maintenance activities 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 cancellation of the Contract.

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

### **6.0 WORK CREW**

1. Each work crew shall have a designated person on the work site 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.

3.

## 7.0 SAFETY OF WORK CREW

1. Contractor shall wear and/or display proper warning devices (safety vest, flashers, strobe lights, warning signs, etc.) in order 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 make adjustments, as required by Contract Administrator 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.

## 8.0 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 criminal convictions 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.





4. 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.

**Performance Measure:** Zero visible litter and debris on finished maintenance areas.

## 9.0 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. Vehicles shall park in areas that do not create potential hazardous traffic situations.

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.

## 10.0 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 Contract Administrator or designee.
2. The Contractor shall respond to communication requests from the Contract Administrator or designee within two (2) hours during the normal working hours of 7:30 a.m. to 4:00 p.m.

**Performance Measure:** Two-hour turnaround time for information between City and Contractor.

## 11.0 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 Project Area. 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 as a result 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 Contract Administrator 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. Mowing over litter
  - ii. Leaving grass in the gutters or hardscape areas
  - iii. Leaving Project Area un-edged
  - iv. Visible chemical line

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.

## 12.0 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 Contract Administrator 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 on 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 Contract Administrator 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 Contract



Administrator 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 Contract Administrator 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 Project Area(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 (work day).
  - 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 Contract Administrator 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 sites(s) within the assigned Project Area(s) deemed unacceptable in part or whole, in an effort to stay on schedule.

### **13.0 CONTRACTORS RESPONSIBILITIES**

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. Maintain at all times 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 job site. 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 work site 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.

#### **14.0 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.

#### **15.0 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 whom is in the opinion of the Inspector or designee as unfit, unskilled, unable to take verbal or written directives in the work sites 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.