



SCOPE OF WORK

Annual Requirements Contract for Grounds Maintenance for Water Treatment Remote Sites

1.0 INTENT

The intent of this invitation to bid is to establish an annual requirements contract for Grounds Maintenance for the Water Treatment Remote Sites for the Arlington Water Utilities Department. This contract will cover all necessary operations involved with the seasonal maintenance of Water Utilities – Treatment Facility grounds located on the City’s premises. The areas to be maintained will include, but are not limited to, lawn area, trees, shrubs, curb line, flowerbeds, rock beds, property lines, streets, driveways, fences, and all other concrete pavements and structures. The contractor will keep in mind, at all times; the City of Arlington has a no smoking policy. Smoking is not permitted on any City of Arlington property.

The City reserves the right to make a bid award to either one vendor or to multiple vendors, whichever is in the best interest of the City. If the award is made to multiple vendors, it will be either as one vendor being the primary vendor and the other vendor the secondary vendor, or both vendors awarded jointly.

The 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

Note: Due to rain events in spring and fall, actual mowing dates may be adjusted and scheduled as needed for each area with this designation. The usual amount of two mowing schedules may be increased or decreased as needed. This will be determined totally by the needs of the City of Arlington.

2.0 MOWING, EDGING, AND TRIMMING

The type of mowing, edging, and trimming activities to be conducted at the various sites are defined below. The location and description of the type of site maintenance required for each site, as well as maps for all remote sites are attached. Information on these sites such as addresses, size in acres, etc. is available in the attached Remote Sites Bid Form and Property Information Sheet. If needed, additional information and drawings are available upon request at the Pierce-Burch Administration Building.



3.0 BI-WEEKLY MOWING

Most areas will be maintained bi-weekly, or on an as-needed basis to prevent the grass from exceeding 12” in height, whichever comes first. An inspection of each of the noted sites shall be performed at bi-weekly intervals. If the grass is approaching the 12” height restriction, it shall be mowed at that time.

Bi-weekly areas include:

- Arkansas Elevated Tank (has a non-functional irrigation system)
- Charles F Anderson Pump Station (has a non-functional irrigation system)
- Collins Elevated Tank
- Enchanted Island
- Feather Beach Lift Station (has a non-functional irrigation system)
- Gertie Barrett – JK Raw Chemical Building
- Golden West Elevated Tank
- Grace Howell Elevated Tank
- Harwell Elevated Tank
- Kennedale Sewer Flow Meter site
- Kennedale T1 site
- Kennedale T3 site
- Kennedale T4 site
- Martin Sprocket old elevated tank site
- Matlock Elevated Tank (has a non-functional irrigation system)
- Northwest Elevated Tank
- Randy Snow future elevated tank site (has a non-functional irrigation system)
- Southeast Elevated Tank
- Southwest Elevated Tank (has a non-functional irrigation system)
- Tierra Verde Elevated Tank (has a fully functional irrigation system)
- Tiffany Park Lift Station (has a non-functional irrigation system)
- Tomlin Site

All irrigation components will be protected from damage. The Contractor will be held responsible for damage to the irrigation system incurred while maintaining the grounds.

The Contractor will perform the following according to the noted frequency. Failure to complete items 1 through 3 will result in a deduction from the monthly payment for mowing, edging, and trimming according to the following schedule for each item not completed at each site: Item 1: 65%, Item 2: 20%, Item 3: 15%.

Note: The Contractor will make sure that all remote sites comply with City of Arlington Code Enforcement regulations. Should the Utility Department get cited for tall grass the Contractor will have the site mowed and in compliance within 24 hours. The City of Arlington has the right to have the property mowed and the cost of the ticket and mowing deducted from the Contractor’s monthly bill.



1. Mow lawn areas to maintain a manicured, well-kept appearance. Mowers will be maintained to provide a smooth even cut without tearing. Blade adjustment will provide a uniform, level cut without depressions or edges. Grass will be maintained at a height between two (2) to three (3) inches.
2. Remove weeds and edge along all concrete and asphalt paving such as drives, curbs, rock beds, retaining walls, riprap, etc. to prevent growth beyond sod boundaries. Edge around structures such as buildings, rocks, and sculptures. Remove growth protruding through cracks in concrete and asphalt paving such as drives, curbs, retaining walls, etc. Food-grade herbicides may be used for eliminating growth in pavement cracks. The Contractor shall locate the outermost edge of the roadway for those drives that do not have a curb and clean/remove all growth from the surface of the pavement extending onto the drive from the drive's edge. Food-grade herbicides may be used in other areas with permission of the City of Arlington.
3. Trim growth at fence lines, retaining walls and structures, and tree trunks to keep free of growth higher than mowed lawn by trimming with a monofilament trimmer. Pieces of monofilament will be picked up and appropriately disposed of.
4. Trees, bushes, vines and other plant material growing on or through fences will be removed quarterly unless requested by plant staff. Where removal is not possible because of neighbors' plants, the growth will be pruned flush with the fence and kept out of the barbed wire on top of the fence.
5. Contractor will, on each visit to a site, clean and sweep all paved areas, remove all clippings, bottles, cans, paper, fallen limbs, and other debris from all site grounds.
6. Remove dead / dying trees and shrubs. Trees and shrubs will be cut to allow for stump grinding / removal. The remaining stump shall be ground to below ground level. All debris removed will be taken to the landfill and disposed of properly. The Contractor will be responsible for proper disposal.
7. Ensure grounds are neat and free of excessive grass clumps that detract from appearance
8. The Contractor will be careful mowing muddy areas to prevent rutting
9. Herbicides will not be used on sloped areas because it creates erosion
10. Contractor will use lightweight mowing equipment to prevent compaction and trenching

4.0 TRACTOR MOWING

Mowing with a tractor is permitted in large areas. These areas fall under the same guidelines as the bi-weekly mowing noted above. Tractors shall be outfitted with finishing blades to provide a clean cut. The contractor will be required to fill any ruts left by the tractor.

5.0 TRIM and WEED

Trim and weed areas will be maintained bi-weekly, or on an as-needed basis to prevent excessive growth, whichever comes first. An inspection of each of the noted sites shall be performed at bi-weekly intervals. If the growth is determined to be excessive, it shall be cleaned at that time.

Trim and weed areas are those areas that are too small for any mowing equipment. These areas will only require minimal trimming and weeding. Trim and weed areas include:



- Ridge Point Booster Pump Station (rock bed – clean and weed only)
- Waterway North Lift Station (rock bed – clean and weed only)
- Viridian Lift Station (rock bed-clean and weed only)

Note: The Contractor will make sure that all remote sites comply with City of Arlington Code Enforcement regulations. Should the Utility Department get cited for tall grass the Contractor will have the site mowed and in compliance within 24 hours. The City of Arlington has the right to have the property mowed and the cost of the ticket and mowing deducted from the Contractor’s monthly bill.

1. Remove weeds and edge along all concrete and asphalt paving such as drives, curbs, rock beds, retaining walls, riprap, etc. to prevent growth beyond sod boundaries. Remove weeds and edge around structures such as buildings, rocks, and sculptures. Remove growth protruding through cracks in concrete and asphalt paving such as drives, curbs, retaining walls, etc. Food-grade herbicides may be used for eliminating growth in pavement cracks. The Contractor shall locate the outermost edge of the roadway for those drives that do not have a curb and clean/remove all growth from the surface of the pavement extending onto the drive from the drive’s edge. Food-grade herbicides may be used in other areas with permission of the City of Arlington.
2. Trim growth at fence lines, retaining walls and structures, and tree trunks by trimming with a monofilament trimmer. Pieces of monofilament will be picked up and thrown in the trash.
3. The Contractor will, on each visit to a site, remove and clean weeds from all paved areas, sidewalks, curbing, and all rock beds. This will be accomplished by manual or mechanical means, or by food-grade herbicides with permission of the City of Arlington. This includes any growth protruding through cracks in the paved areas.

Perimeter Mowing

Unless otherwise noted in previous parts of this section and in the attached property maps, all perimeter fencing, roadways, buildings, etc. will have a perimeter strip maintained on both sides of fencing, along roadways, around buildings, etc. The perimeter strip will generally be maintained using bi-weekly mowing standards and shall be 10’ in width. The exception will be when the perimeter fencing borders a private property. In these cases, the perimeter fence will be maintained so as not to create conflicts with the private property owner.

6.0 CLEANING and WEEDING

1. Contractor will on each visit to a site clean and sweep all paved areas, remove all clippings, bottles, cans, paper, fallen limbs, and other debris from all site grounds. The Contractor is permitted to put debris collected during the routine site visits into City of Arlington dumpsters. Limbs up to 2” in diameter will be cut into no bigger than 30” pieces before going into the dumpster. This will not include the once a year pruning of all trees. The Contractor will dispose of the limbs from this part of the contract off Utility property. The Contractor will make every attempt to assure that paper and plastic materials are not mowed over and then allowed to blow. The Contractor will pick up and dispose of paper prior to mowing. The Contractor will be liable for any code violation regarding blowing grass cuttings into the street or storm drainage systems.



2. Fences that parallel the utility site fence and have a weed zone between them may be controlled manually or by the use of food-grade herbicides. Every effort will be made to assure that the utility property is kept in a neat manner.

7.0 HERBICIDE APPLICATION

Contractor must have the herbicide applied by a Certified Herbicide Applicator.

1. **Shrub Beds:** The Contractor will control weed growth in shrub beds by mechanically removing existing weeds or applying a 20% vinegar solution. Particular attention will be given to the Xeriscape beds at the JK plant to keep them weed free, especially poison ivy.
2. **Tiffany Park Lawn:** The Contractor will keep this site virtually free of weeds at all times by mechanical means, and by applying corn gluten meal as a pre-emergent at the rate of 20 lbs. per 1,000 sq. ft. in the March and September visits.
3. **Rock Beds:** The Contractor will control weed growth in rock beds by mechanically removing existing weeds and/or applying a 20% vinegar solution.

8.0 FERTILIZING

Due to a lack of irrigation systems at many of the remote locations, the application shall be made using a liquid-based fertilizer or dry slow-release fertilizer that will not burn the grass in the event rain that would otherwise water it in does not fall in the area near the time of application.

1. Contractor will apply pre-emergent / post emergent to Bermuda turf and plant areas in sufficient quantity to assure proper growth. A 15-5-10 time release fertilizer containing at least 50% SCU nitrogen will be applied at a rate of 12 pounds per 1,000 square feet two (2) times per year as specified by the maintenance schedule. The City of Arlington reserves the right to adjust the application schedules depending on the weather if needed.
2. Shrubs will be fertilized two (2) times a year as specified by the maintenance schedule and in the following manner: Shrubs: Use 10-5-5 time-release fertilizer at a rate of four (4) pounds per 100 square feet.
3. The Contractor will bid based on the above fertilizer specifications, however the City reserves the right to switch to an organic or other type fertilizer. If it is more time consuming to apply, the City will pay for the additional labor costs at the flat hourly rate quoted in the bid. If the organic fertilizer is more expensive, the City will pay for the additional cost of the product. The Contractor's markup will not exceed 15%.

9.0 PRUNING

All areas will be pruned once per year, generally in the fall or winter. Exceptions to this include dead wood caused by adverse weather or other conditions, customer complaints, safety hazards, etc. These areas will be pruned as needed during the year.

1. Pruning will be accomplished in accordance with City Code Compliance.



- a) Limbs shall be trimmed to maintain a minimal clearance of 14' above roads, drives, and sidewalks
 - b) Limbs shall be trimmed to maintain a minimal clearance of 10' above lawns
 - c) Dead limbs in the trees above the minimal requirements listed above that could fall out of the tree and injure passersby or cause damage to vehicles shall be removed upon the City's request
1. Plant material will be pruned to retain its natural appearance. Dead wood and shrubs will be removed and the area made neat.
 2. Branches and limbs obstructing walkways, parking areas, driveways or windows will be trimmed back.
 3. Broken, dead, and fallen limbs will be picked up at each site visit as needed. If limbs are broken, care should be taken to complete the removal of the limb with proper technique to assure a clean cut that will heal properly.
 4. Tree suckers are to be removed as they sprout and will not be allowed to get more than 12" tall. The Contractor will use proper tools that are sharp and provide a clean cut to prune trees and shrubs.
 5. Trees will be pruned such that all limbs will be 24" above the top of the fence. This will be maintained around the perimeter of both plants except where pruning neighbors' trees could cause a liability risk.
 6. Trees, bushes, vines and other plant material growing on or through fences will be removed unless requested by plant staff. Where removal is not possible because of neighbors' plants, the growth will be pruned flush with the fence and kept out of the barbed wire on top of the fence.
 7. A 24" lane will be maintained along fence lines to allow string trimmers access to the fencing.
 8. City fences are installed one (1) foot or more inside the property line, so there are many areas where growth on the exterior of the fence needs to be removed.
 9. If plant growth in an area is very thick due to years of neglect, the City may pay the Contractor for the initial removal at the flat hourly rate quoted in the bid. From that point on, the Contractor will be responsible for keeping the growth off the fence as part of routine maintenance.

10.0 WATERING (IRRIGATION)

Most of the bi-weekly areas have irrigation systems that might be used during a drought or other unusual event. Irrigation work in these areas will be billed separately at the flat hourly rate quoted in the bid.

(Note: Irrigation guidelines that relate to City of Arlington water conservation mandates may be found in a report published by the office of the City of Arlington Conservation Program Coordinator and maintained in the office of City of Arlington Water Utilities / Treatment Maintenance Services Administrator.)

City ordinance prohibits watering between the hours of 10:00 AM and 6:00 PM year-round and requires the use of rain and freeze sensors. The Contractor must abide by these restrictions. If work is to be performed on the irrigation system during the restricted hours, signs stating "irrigation system work being performed" must be posted in sufficient coverage in the area prior to commencement of work.



The Contractor will furnish the City with a written watering schedule for each irrigation system within twenty (20) days after the contract is awarded and notify the City in writing of any changes made to any schedule. The program will, as a minimum, consist of:

Winter: Water as necessary to maintain good turf root system and prevent winter freeze damage. The Contractor will be responsible for assuring that no irrigation systems are operating during freezing temperatures by using freeze sensors. When freezing is imminent the systems will be turned off until needed.

Summer: Trees and Shrubs – One (1) inch of water every two- (2) weeks.
Turf – One (1) inch of water per week.

The Contractor will set all controllers to operate during the nighttime hours in the summer months of the year.

The Contractor will be responsible for assuring that no irrigation systems are operating during rainy weather by using rain sensors. This schedule will be conveyed to the owner in writing for verification prior to initiation.

11.0 IRRIGATION SYSTEM and EROSION CONTROL

The Contractor is responsible for maintaining all parts of the irrigation systems at all bi-weekly areas addressed in these specifications upon request by the City. These areas include Charles Anderson Pump Station, Tiffany Park Lift Station, and some elevated tank sites.

Equipment to be maintained includes all controllers, control and valve boxes, wires, valves, heads, drip systems parts and controllers, freeze sensors, rain sensors, piping, and turf damage due to line breaks.

1. Contractor will keep all rotary heads free of dirt, adjust heads for proper rotation, adjust height of all heads as necessary, fill in any low areas around heads, and keep all heads in operational condition.
2. Contractor will repair breaks, leaks, damaged heads, valve boxes and box lids, wiring, and make other repairs as necessary to keep each system totally operational. Repairs will be billed separately at a flat hourly rate plus the cost of parts as quoted in the bid. The Contractor will notify the City before doing any repairs.
3. Contractor will replace in-ground valve boxes that are damaged and billed at the hourly rate noted in the specifications.
4. Within twenty (20) days after the contract is awarded, the Contractor will inspect each irrigation system and report their conditions and recommendations to the Owner in writing.
5. The Contractor will inspect all controllers, stations, and heads in March and October, and will make necessary adjustments and repairs. Controller batteries will be replaced in March. Contractor will submit in writing a report on the condition of each irrigation system that will include the following: (1) list of repairs and adjustments made to heads and controllers, (2)



general comments on the condition of the system, (3) and whether the controller batteries were replaced.

6. Irrigation system checks will include but will not be limited to the following items.
 - a. Operate all circuits and verify that all heads are aligned properly, adjust as needed.
 - b. Verify that all heads are working properly.
 - c. Locate any areas where heads, control boxes, or valves are damaged.
 - d. Note areas that have erosion and note repair strategy.
 - e. Check for any line leaks or control valve problems.
 - f. Check all controllers for proper operation and proper settings to meet COA needs.
 - g. Check controller batteries.

1. Contractor will provide topsoil and labor necessary to fill any eroded areas, holes, ditch lines, and irrigation repair areas as necessary, to maintain smooth surfaces. Topsoil may be kept on the Pierce Burch site for use in eroded or washed out areas at any other sites.
2. The Contractor will test and make sure that all rain sensors and freeze sensors operate properly. This will be done in March and October with the irrigation inspections and will be noted in the report.
3. The Contractor will keep all drip irrigation system application points free of dirt and blockage to assure that all trees, shrubs, and grasses are getting adequate water. Ground moisture will be checked during each scheduled visit to the sites and documented on the monthly inspection report.
4. Whenever possible the Contractor will be used as a resource to make repairs due to outside contractor damage to the system or to oversee repairs to assure the integrity of the system. A licensed irrigator in the state of Texas will perform all repairs to the irrigation systems.

End of Contract Inspection

The Contractor and a representative of the City of Arlington will make a comprehensive test of all irrigation systems 30-45 days prior to the end of this contract. Any repairs will be noted, and the Contractor will make needed repairs prior to the end of the contractual period. Failure to make the repairs will result in forfeiture of the final payment or the City has the option to have repairs made and forward the bill to the Contractor for payment.

12.0 HAZARD REPORTING / SAFETY

The Contractor will report any hazardous conditions observed at any sites immediately to the City of Arlington. Hazardous conditions will be defined as any natural or manmade feature within the physical boundaries of the contracted property and will include plants, turf, buildings, equipment, or structures which have been altered from its original or designated capacity. All work under this contract will be performed in such a manner that provides the maximum safety to the public and City employees.



13.0 DAMAGES and REPAIRS

The Contractor will be responsible to the City of Arlington for any property that may be damaged during execution of this contract. The City of Arlington will have the right to make or have repairs made and deduct the cost from the next billing cycle. Should the Contractor wish to make the repairs, the Contractor will have 10 days to do so depending on the severity of the damage. Water Utility sites must be secure at all times so any repairs will not jeopardize the integrity of the water supply during repairs.

1. The Contractor will be responsible for any damage to the irrigation system, fencing, trees, light fixtures, gates, valves, plastic boxes, equipment, structures, shrubs, sod areas, and valve boxes. This extends to all the sites covered in this specification.
2. The Contractor is responsible for notifying the City of any damage that may occur during the execution of the contract.

14.0 ADJUSTMENTS, ADDITIONS, and/or REDUCTIONS

1. At any time during the contract period the City of Arlington has the right to adjust, add, or delete any work that was originally bid in this contract as a result of construction work or projects that may have a direct effect on the landscaping contractor. At the approximate time the work is to begin the City of Arlington will notify the Contractor of the pending project and provide direction as to the areas of the contract that will be impacted by the work.
2. During the term of a construction project the landscape Contractor may be asked to provide at no extra cost to the City of Arlington information about the facility irrigation system to help assure that the system is maintained properly during the construction.

15.0 REPORTS

The contractor will submit weekly reports to the Maintenance Coordinator (or designee). These reports will show what areas were addressed each week, the date the area was addressed, and any issues noted at the area. These reports shall be submitted to the Maintenance Coordinator via e-mail.

16.0 SECURITY ISSUES and INFORMATION

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.



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.

Once the contract is awarded, the Contractor will provide the City of Arlington a list of all employees who will be working at the various utility sites. The same information must be provided prior to the start of the assignment of a new employee. The Contractor will be responsible for the behavior and demeanor of his/her staff. The City of Arlington will have the right to refuse any person access to the treatment facilities.

The Contractor will be issued keys to the utility sites. Most sites require the use of an electronic CyberKey®. The CyberKeys® record who enters a site and the date and time. The Contractor will be responsible for assuring the sites are kept secure while they are working at the sites. Lost keys will be reported to the City of Arlington immediately.

There are security cameras at the Charles F Anderson Pump Station, Raw Water Pump Station, and the Arlington Dam. Most buildings, water tanks, pump stations and vaults have intrusion alarms. At Tiffany Park Lift Station, the contractor will need to enter the vault to adjust the irrigation controller. Before entering, the Contractor's personnel will need to notify the Maintenance Coordinator (or designee) to have someone meet them at the site to open the vault.

17.0 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.

18.0 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.



19.0 TIME and 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.

20.0 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.



- Additional cycles may be suspended until the assigned Project Area(s) are corrected in whole;
 - 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).
 - 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.
 - The Contractor shall pay all costs and attorney's fees incurred by the City in the enforcement of any provision herein or within this document.
 - 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.