

Office of the Director of Neighborhood Services

Memorandum

To: Eric Strong, City Manager
From: Scott Mitchell, Director of Neighborhood Services
Date: November 3, 2015
Subject: Discussion of Mowing / Landscape Contract

The City of Richland Hills currently has a contract for mowing and landscape maintenance with LandCare, formerly doing business as TruGreen. This contract became effective on January 1, 2014, for a period of one year with option for four additional twelve month periods. The contract covers mowing and landscape maintenance of city owned properties, including the Municipal Complex, Parks and certain greenspace areas.

This request is to discuss the current contract as well as possible options for the future implementation of the mowing / landscape maintenance contract as desired by Council.

Attachment: 2014 Mowing / Landscaping Contract

THE CITY OF RICHLAND HILLS, TEXAS



CONTRACT DOCUMENTS AND SPECIFICATIONS

**MOWING SERVICES
2014**

Prepared by:
City of Richland Hills
Department of Neighborhood Services -Public Works
6700 Rena Drive
Richland Hills, TX 76118

MAYOR
Bill Agan

CITY COUNCIL
PLACE 1: Roland Goveas
PLACE 2: Toya Norton
PLACE 3: Bob DeSoto
PLACE 4: Beverly Williams
PLACE 5: Edward Lopez -Mayor Pro Tem

CITY MANAGER
Curtis Hawk

NEIGHORHOOD SERVICES DIRECTOR
Scott Mitchell

Scott Mitchell

Date

BID PROPOSAL FOR
MOWING SERVICES
FOR THE
CITY OF RICHLAND HILLS, TEXAS

(THIS PROPOSAL MUST NOT BE REMOVED FROM THE CONTRACT DOCUMENTS)

Date: _____

TO: City of RICHLAND HILLS
3200 DIANA DR.
RICHLAND HILLS, TX 76118

FOR: MOWING SERVICES

It is understood that the quantities of work to be done are approximate only, and are intended principally to serve as a guide in evaluating bids.

It is further agreed that the quantities of work to be done and materials to be furnished may be increased or diminished as may be considered necessary in the opinion of the City, to complete the work full as planned and contemplated, and that all quantities of work, whether increased or decreased are to be performed at the prices set forth except as provided for in the specifications.

Pursuant to the foregoing "NOTICE TO BIDDERS", the undersigned bidder, having thoroughly examined the Contract Documents, the site of the project(s) and understanding the amount of work to be done and the prevailing conditions, hereby proposes to fully complete all of the work and requirements as provided in the Contract Documents and binds himself/herself upon acceptance of this proposal to execute a contract and furnish such bonds as required.

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**SECTION
I
BID NOTICE**

**NOTICE TO BIDDERS
CITY OF RICHLAND HILLS**

Sealed Proposals will be received by the CITY OF RICHLAND HILLS at the OFFICE OF THE CITY SECRETARY, 3200 DIANA DR., RICHLAND HILLS, TX. 76118 until 10:00 A.M. o'clock (local time) on WEDNESDAY, NOVEMBER 13, 2013 for an annual contract for MOWING SERVICES for developed and undeveloped parks, medians, alleyways and municipal sites, in accordance with drawings, specifications and other Contract Documents prepared by the CITY OF RICHLAND HILLS. The successful Contractor shall provide all labor, equipment, supplies and public safety equipment necessary to perform this service.

Proposals will be publicly opened at 10:00 A.M. o'clock, at the CITY HALL COUNCIL CHAMBERS, 3200 DIANA DR., RICHLAND HILLS, TX 76118.

Complete Contract Documents as needed for bidding on the project may be examined in the office of the Owner and on the city website at www.richlandhills.com. Complete Contract Document packets as needed for bidding may be obtained from the Richland Hills website, www.richlandhills.com at no cost, or from the offices of the CITY OF RICHLAND HILLS DEPARTMENT OF PUBLIC WORKS, 6700 RENA DR., RICHLAND HILLS, TX 76118, at a non-refundable cost of \$40.00 for each set of documents so obtained.

Proposal Guaranty consisting of either a cashier's check or a Bid Bond on the form included or similar form of Surety Company (FACSIMILES WILL NOT BE CONSIDERED RESPONSIVE) made payable to the CITY OF RICHLAND HILLS, and in the amount equal to at least five percent (5%) of the total amount of the proposal, must accompany each bid as a guaranty that if the proposal is accepted, the bidder will execute the Contract and furnish the required Bonds within the time provided in the "INSTRUCTIONS TO BIDDERS".

Minimum rates of pay to all laborers and mechanics on the project must not be less than as provided in the Wage Rate Schedule and wage provisions must particularly comply with all other applicable wage laws of the State of Texas.

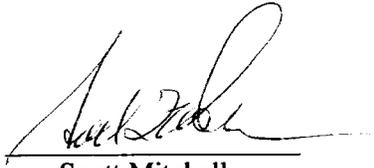
A pre-bid meeting will be held at 10:00 a.m. on WEDNESDAY, NOVEMBER 5, 2013 at the City of Richland Hills City Hall Council Chambers, 3200 Diana Dr., Richland Hills, TX 76118. All bidders are **STRONGLY ENCOURAGED** to attend the pre-bid meeting to review the work to be accomplished.

The Owner reserves the right to award the Contract at any time within forty-five (45) days after date of receiving bids, or to reject any or all bids and waive any or all informalities.

OFFICIAL ADVERTISEMENT:

First Publication: 10/23/2013

Second Publication: 10/30/2013

Signed: 

Scott Mitchell

Title: Neighborhood Services Director

INSTRUCTIONS TO BIDDERS MOWING SERVICES

1. BID SUBMISSION ADDRESS AND DEADLINE

Completed sealed bids, labeled **RICHLAND HILLS MOWING SERVICES**, will be received in the Office of the City Secretary, Richland Hills City Hall, 3200 Diana Dr., Richland Hills, Texas 76118 until **10:00 a.m. o'clock (local time), WEDNESDAY, NOVEMBER 13, 2013.** Bid responses received after the closing time and date will be returned to the sender unopened. Faxed responses are not considered sealed and cannot be accepted.

2. SIGNATURES

All bid responses are required to be signed by an authorized representative of the bidding entity. Bid responses received unsigned will not be considered.

3. ALTERING BIDS BY THE BIDDER

Bids cannot be altered, amended or withdrawn by the Bidder after the bid-opening deadline. The signer of the bid, guaranteeing authenticity, must initial any interlineations, alteration, or erasure made before this deadline.

4. MODIFICATIONS AND AMENDMENTS BY THE CITY

The City shall have the right to modify the specifications prior to the bid submission deadline and will endeavor to notify all potential Bidders that have received a copy of the bid specifications, but failure to notify shall impose no obligation or liability on the City.

5. BID WITHDRAWAL OR REJECTION

The City reserves the right to withdraw the request for bids for any reason or to reject any or all bids or parts of all of any specific bid or bids. The City further reserves the right to accept part or all of any specific bid or bids, and to accept any bid or bids with or without trade-in.

6. LATE BIDS

The City of Richland Hills is not responsible for lateness or non-delivery of mail, carrier, etc. to the City, and the time and date recorded by the City Secretary's Office or designated representative, shall be the official time of receipt.

7. PRICES HELD FIRM

All prices quoted by the Bidder will remain firm for a minimum of 90 days from the date of the bid unless otherwise specified by the City or Bidder.

8. IDENTICAL BIDS

In the event of two or more identical low bids, the contract will be awarded as prescribed by Chapter 271, Subchapter Z, Section 271.901 of Vernon's Texas Codes Annotated.

9. DEVIATION FROM SPECIFICATIONS

Any deviations from specifications and alternate bids must be clearly shown with complete information provided by the Bidder. They may or may not be considered by the City.

10. **WARRANTIES**

Guarantees and warranties should be attached as a part of the bid as they may be a consideration in awarding the contract.

11. **FUNDING OUT**

The continuation of this annual agreement with the successful Bidder is contingent, in part, upon the continued availability of appropriations.

12. **DURATION OF AGREEMENT AND PRICE ADJUSTMENTS**

The successful Bidder will be awarded an agreement effective **JANUARY 1, 2014 through SEPTEMBER 30, 2013**. Prices must not be increased for the entire agreement period. At the City's option, the agreement may be renewed for four (4) additional twelve (12) month periods based on the city fiscal year time period of OCTOBER thru SEPTEMBER, then from month-to-month until a new agreement is established or the agreement is terminated. The items purchased under this agreement may be subject to a price increase at the time of renewal based on the current Producers Price Index or Employment Cost Index for your industry or product category as published by the U.S. Department of Labor, Bureau of Labor Statistics. If the Bureau of Labor Statistics does not accumulate data on the products or services defined by these specifications, by mutual agreement, the successful Bidder may increase its prices up to an amount not to exceed 5%.

Any adjustment in pricing must be presented to the City at least 60 days before the expiration of the current agreement.

13. **TERMINATION OF AGREEMENT**

The City may terminate this agreement by giving the contractor thirty (30) days written notice. Upon delivery of such notice by the City to the Contractor, the Contractor shall discontinue all services in connection with the performance of this agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this agreement. As soon as practicable after receipt of notice of termination, the Contractor shall submit a statement, showing in detail the services satisfactorily performed under this agreement to the date of the termination. The City shall then pay the Contractor that portion of the prescribed charges.

14. **ASSIGNMENT**

The successful Bidder's rights and duties awarded by the contract may not be assigned to another without written consent of the City signed by the City's authorized agent. Such consent shall not relieve the assigner of the liability in the event of default by the assignee.

15. **BID AMBIGUITY**

Any ambiguity in the bid as a result of omission, error, and lack of clarity or non-compliance by the Bidder with specifications, instructions and all conditions of bidding shall be construed in the favor of the City.

16. **CHANGE ORDERS**

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and shall not be effective unless signed by an authorized representative of the City.

17. **LIENS**

The successful Bidder agrees to and shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods and services which may be provided under the City's request, by seller or seller's vendor(s) and if the City requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City.

18. **PATENT INDEMNITY**

The successful Bidder hereby warrants that the use or sale of the products and materials delivered hereunder will not infringe on the rights of any patent, copyright, or registered trademark, covering such materials and the successful Bidder agrees to indemnify and hold harmless the City for any and all costs, expenses, judgments and damages which the City may have to pay or incur.

19. **GRATUITIES/BRIBES**

The City may, by written notice to the successful Bidder, cancel this contract without liability to the Bidder if it is determined by the City that gratuities or bribes in the form of entertainment, gifts, or otherwise, were offered or given by the successful Bidder, or its agent or representative to any City officer, employee or elected representative with respect to the performance of the contract. In addition, the successful Bidder may be subject to penalties stated in Title 8 of the Texas Penal Code.

20. **RESPONSE FORM TO BE USED**

The bid quote must be submitted on the form(s) provided.

21. **PAYMENT AND TAXES**

Payment to the successful Bidder will be after satisfactory completion of the services ordered by the City or scheduled in the specifications and receipt of the invoice or other billing instrument used by the successful Bidder. The City is exempt from Federal Excise and State Sales Tax; therefore, tax must not be included in the bid price.

All prices quoted shall include all charges.

22. **MATERIAL SAFETY DATA SHEETS**

Not Applicable

23. **REFERENCES**

Each Bidder is to provide a minimum of three (3) verifiable references in which the Bidder has maintained properties of similar size and quality. List the references on **Attachment I**.

24. **COOPERATIVE GOVERNMENTAL PURCHASING**

Other Governmental entities, utilizing interlocal agreements with the City of Richland Hills, may wish, but are not obligated, to purchase goods or services defined in this solicitation from the successful Bidder. All purchases by governmental entities, other than the City of Richland Hills, will be billed directly to and paid by that governmental entity. The City of Richland Hills will not be responsible for another governmental entity's debts. Each governmental entity will place their own orders with the successful Bidder and be responsible for ensuring full compliance with the bid specifications.

Please indicate below if you will permit other governmental entities to purchase from your agreement with the City of Richland Hills.

Yes, Others can purchase;

No, Only the City of Richland Hills can purchase

25. **STANDARD FORM OF AGREEMENT**

Each Bidder may submit their contract for services form for City evaluation. At the City's option, the successful Bidder's form may be used as submitted or edited to meet the needs of the City and successful Bidder. Or the City may choose to use the Standard Form of Agreement listed as **Attachment II**.

26. **BETTER BUSINESS BUREAU**

The successful Bidder must presently be in good standing with the Better Business Bureau that services the area where the Bidder's principal place of business is located.

27. **CONFLICT OF INTEREST**

Pursuant to the requirements of Section 176.002(a) of the Texas Local Government Code, suppliers or Respondents who meet the following criteria must fill out a conflict of interest questionnaire no later than the 7th day after the person begins contract discussions or negotiations with the City or submits to the City an application, response to a request for proposals or bids, correspondence or another writing related to a potential agreement with the City:

A Supplier or Respondent that:

- (1) contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity; or
- (2) is an agent of a person described in Subdivision (1) in the person's business with a local governmental entity. As for enforcement to ensure the veracity of the Suppliers, the statute makes it a Class C Misdemeanor to violate the Supplier disclosure provisions. The form to be used to file this notice can be found in **Section IV** of this document. For more information go to:

www.ethics.state.tx.us/whatsnew/conflict_forms.htm

By submitting a response to this Bid/RFP, supplier, contractor or person represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

28. **ADDITIONAL LOCATIONS**

At the City's option, locations not included in these specifications may be added for similar services. Pricing will be determined at the time of addition, but based upon the quotes submitted for this bid. Conversely, locations or the type of service defined for each location may be reduced or deleted during this agreement, with no liability to the City, if it is in the City's best interest.

29. **ESTIMATED FREQUENCY OF SERVICE**

The frequency of service listed in the Bid Proposal is based upon the City's best estimates. The City, according to variables, may adjust these numbers during the growing season. The successful Bidder agrees to provide the City with whatever mowing frequency is required by the City at the prices quoted in this bid.

30. **SPECIFICATION CLARIFICATION**

For clarification of these specifications call the Richland Hills Public Works Dept. 817-616-3830

31. **BONDS**

A bid bond shall accompany all proposals from a Treasury Listed Surety (with the appropriate "Powers of Attorney") or by a cashier's or certified check upon a national or state bank in the amount of five percent (5%) of the total maximum bid, as a guarantee that the Bidder will enter into a contract with the City of Richland Hills.

32. **INSURANCE**

The successful Bidder shall meet the minimum insurance requirements as defined in **Attachment III**

33. **INDEMNITY**

The successful Bidder agrees to defend, indemnify, and hold the City and all of its officers, agent, employees, and elected officials whole and harmless to the extent allowed by law against any and all claims for damages, costs, and expenses of persons or property that may arise out of, or be occasioned by, or from any negligent act, or omission of the successful Bidder, or any agent, servant, or employee of the successful Bidder in the execution of performance of this contractor, without regard to whether such persons are under the direction of City agents or employees.

SECTION II SPECIFICATIONS

**CITY OF RICHLAND HILLS, TEXAS
MOWING SERVICES
SPECIFICATIONS**

SCOPE OF SERVICES

The CITY OF RICHLAND HILLS, Texas, is accepting competitive sealed bids for the provision of MOWING SERVICES for the City Municipal Complex, Baker Boulevard, Hamilton Hill, parks, well yards, alleys, easements and animal service center. MOWING SERVICES will be required on a yearly basis. All labor, equipment and supplies to perform the services will be provided by the vendor. All work should be scheduled and coordinated with the Public Works Department.

MAINTENANCE PROGRAM REQUIREMENTS

1. **Mowing**

Mowing visits shall occur as specified in the attached MOWING SERVICE schedule unless otherwise notified by the Public Works Superintendent. **The CITY reserves the right to reduce and/or increase mowing service based on seasonal weather, site conditions and budgeting restrictions.** Any changes in service requirements will be communicated to the MOWING SERVICE supervisor by the Public Works Superintendent. Mowing should be in such a manner to keep all turf areas looking crisp and well groomed. Excessive clippings will be removed by raking and/or scattering with a blower. **No grass clippings shall be blown into or left on streets.** Correct height adjustments will be made according to type or turf and as weather dictates. Mower blades will be sharp at all times. Wild flowers shall not be mowed in specified areas. The contractor shall notify Public Works (817-616-3830) prior to the first mowing at the beginning of the year. A Public Works employee will mark out wild flower areas.

2. **Edging/Trimming**

All turf perimeter along and around walks, curbs, walls, fences, bed edging, meter boxes, etc., will be edged/trimmed with the appropriate piece of equipment to maintain a crisp and groomed appearance. All curbed perimeters must be edged. The hard surface areas next to turf will be blown, swept or vacuumed. **No grass clippings, etc. shall be blown into or left on streets.** Expansion joints, service areas and any other areas that are hard to maintain with a powered trimmer or edger will be treated with chemicals when required.

3. **Fertilization**

Turf will receive the number of applications as specified in the attached MOWING SERVICE schedule. A dry fertilizer with a 4:1:2 or 3:1:2 ratio will be used. It will also have pelletized iron and sulfur as a minimum of added elements. Trees and shrubs will receive the number of applications as specified in the schedule.

4. **Weed Control**

Control of weeds and undesirable grasses in turf, asphalt and cement shall be controlled by pre-emergent and post-emergent chemicals. Number of visits required is outlined in the attached schedule.

5. **Fire Ant Control**

Control of fire ants shall be controlled by the use of treatment chemicals specifically designed for the control of fire ants. All chemicals will be applied in accordance with the manufacturer's application recommendations. Number of applications required is outlined in the attached schedule.

6. **Litter Control**

A thorough policing of the landscaped grounds will be done according to the attached schedule.

For Bid purposes the item listed as Routine Maintenance on the detailed bid sheet (see attached) should include: mowing, edging and weed trimming.

CONTRACT PERIOD

The CITY OF RICHLAND HILLS desires to enter into an annual contract for MOWING SERVICES. The annual contract period will coincide with the city fiscal year of October through September. The current contract will commence on **January 1, 2014 and continue through September 30, 2014** after which the city will have an option to renew for four (4) additional 12 month periods based on the city fiscal year time period of October thru September.

A price re-determination may be considered by the CITY OF RICHLAND HILLS only at the anniversary date of the contract and shall be substantiated in writing (i.e., Manufacturer's direct cost, Railroad Commission rates, etc.) The bidder's past experience of honoring contract at the bid price will be an important consideration in the evaluation of the lowest and best bid. The CITY OF RICHLAND HILLS reserves the right to accept or reject any and/or all of the price re-determination as it deems to be in the best interest of the CITY.

BIDDER QUALIFICATIONS

Bids will only be considered from vendors which have an established reputation. All bidders must be licensed by the State of Texas for work involving pesticides and irrigation, and license must be on file with the City Secretary after contract award. Vendors must demonstrate with reasonable certainty capability of furnishing service and provisions of appropriate insurance. All bids must include the following conditions:

- Number of years experience in landscape maintenance of a similar nature.
- Number of years experience in providing landscape maintenance services to municipalities.
- Names, addresses, telephone numbers and representatives of three (3) current and/or previous customers that have received your service in the last one to five years.

- A statement of financial condition and/or Dun and Bradstreet rating.
- A summary of the history of the business.
- Bidder should be present for a pre-bid walk-through in order to know the scope of work required.

BID REQUIREMENTS

A bid bond or cashier's check in the amount of five (5) percent of the total bid price must be included in each bid submittal. Bids must be submitted as stated in the Notice to Bidders and all bids must be submitted on the attached bid submittal forms and information must be provided as requested. Unless all requested information is provided, the entire bid will be considered incomplete and not be considered for contract award.

BID ACCEPTANCE/CONTRACT AWARD CRITERIA

The award of contract will be based on:

1. The bid submittal must meet all specifications.
2. Price (**bid award will be based on the lump sum bid**).
3. Proof that the vendor has successfully performed comparable service.

The CITY reserves the right to reject any and/or all bids and to accept the bid deemed most advantageous to the CITY. Bids must be submitted in **sealed envelopes** labeled **MOWING SERVICES** to the City Secretary's Office at **3200 Diana Drive, Richland Hills, Texas, 76118**, by **10:00 a.m. on WEDNESDAY, NOVEMBER 13, 2013** at which time all bids will be opened and tabulated. City Council will consider award of contract to the successful bidder on **DECEMBER 3, 2013**.

PAYMENT TERMS

Service charges will be based on per service/per site charge as approved in the contract. The CITY reserves the right to reduce and/or increase service based on seasonal weather, site conditions and budgeting restrictions. The MOWING SERVICE will submit an invoice based on a per service cost to the CITY at the end of each month and the CITY shall make payment within 30 days of the billing date. Any additional services or reimbursable billing must be approved in writing in advance by the City Manager in order to be considered for payment.

MAINTENANCE SCHEDULE

Vendor should prepare and submit suggested maintenance schedule according to specifications. **The CITY reserves the right to reduce and/or increase mowing service based on seasonal weather, site conditions and budgeting restrictions.**

****The CITY reserves the right to reduce and/or increase service based on seasonal weather, site conditions and budgeting restrictions. Any changes in service requirements will be communicated to the MOWING SERVICE supervisor by the Public Works Superintendent. Service charges will be based on per service/per site charge as approved in the contract.**

****Mowing Frequency Schedule**

Location	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
#1	1	1	3	4	5	4	4	5	4	2	2	1	36
#2	1	1	3	4	5	4	4	5	4	2	2	1	36
#3	1	1	3	4	5	4	4	5	4	2	2	1	36
#4	1	1	3	4	5	4	4	5	4	2	2	1	36
#5	1	1	3	4	5	4	4	5	4	2	2	1	36
#6	1	1	3	4	5	4	4	5	4	2	2	1	36
#7	1	1	3	4	5	4	4	5	4	2	2	1	36
#8	1	1	3	4	5	4	4	5	4	2	2	1	36
#9	1	1	3	4	5	4	4	5	4	2	2	1	36
#10	1	1	3	4	5	4	4	5	4	2	2	1	36
#11	0	1	2	4	4	4	4	2	2	2	2	0	27
#12	0	1	2	4	4	4	4	2	2	2	2	0	27
#13	0	1	2	4	4	4	4	2	2	2	2	0	27
#14	0	1	2	4	4	4	4	2	2	2	2	0	27
#15	0	1	2	4	4	4	4	2	2	2	2	0	27
#16	0	1	2	4	4	4	4	2	2	2	2	0	27
#17	0	1	2	4	4	4	4	2	2	2	2	0	27
#18	1	1	3	4	5	4	4	5	4	2	2	1	36

SECTION III

CONTRACT DOCUMENTS

MOWING SERVICE BASE BID PROPOSAL

#1. Richland Hills Library 6724 Rena Drive, Richland Hills, TX 76118			
DESCRIPTION	COST PER SERVICE	ESTIMATED ANNUAL FREQUENCY	TOTAL ANNUAL COST
Mow, Edge, Trimming, Blow & Debris Removal	\$ 22.14	36	\$ 797.04
Fertilizer Applications	\$ 70.30	2	\$ 140.60
Pre-emergent Applications	\$ 35.15	1	\$ 35.15
Post-emergent Applications	\$ 35.15	1	\$ 35.15
Fire ant control	\$ 9.95	2	\$ 19.90

TOTAL BID ITEM #1

\$ 1027.84

#2. City Hall 3200 Diana Drive, Richland Hills, TX 76118			
DESCRIPTION	COST PER SERVICE	ESTIMATED ANNUAL FREQUENCY	TOTAL ANNUAL COST
Mow, Edge, Trimming, Blow & Debris Removal	\$ 20.79	36	\$ 748. ⁴⁴
Fertilizer Applications	\$ 45.60	2	\$ 91. ²⁰
Pre-emergent Applications	\$ 22.80	1	\$ 22. ⁸⁰
Post-emergent Applications	\$ 22.80	1	\$ 22. ⁸⁰
Fire ant control	\$ 9.95	2	\$ 19. ⁹⁰

TOTAL BID ITEM #2 \$ 905.¹⁴/_{xx}

#3. Community Center 3204 Diana Drive, Richland Hills, TX 76118			
DESCRIPTION	COST PER SERVICE	ESTIMATED ANNUAL FREQUENCY	TOTAL ANNUAL COST
Mow, Edge, Trimming, Blow & Debris Removal	\$ 20. ⁷⁹	36	\$ 748. ⁴⁴
Fertilizer Applications	\$ 43. ⁷⁰	2	\$ 87. ⁴⁰
Pre-emergent Applications	\$ 21. ⁸⁵	1	\$ 21. ⁸⁵
Post-emergent Applications	\$ 21. ⁸⁵	1	\$ 21. ⁸⁵
Fire ant control	\$ 9. ⁹⁵	2	\$ 19. ⁹⁰

TOTAL BID ITEM #3

\$ 899.⁴⁴

#4. Community Board Room & Post Office Complex 3201 Diana Drive, Richland Hills, TX 76118

DESCRIPTION	COST PER SERVICE	ESTIMATED ANNUAL FREQUENCY	TOTAL ANNUAL COST
Mow, Edge, Trimming, Blow & Debris Removal	\$ 20. ⁷⁹	36	\$ 748. ⁴⁴
Fertilizer Applications	\$ 43. ⁷⁰	2	\$ 87. ⁴⁰
Pre-emergent Applications	\$ 21. ⁸⁵	1	\$ 21. ⁸⁵
Post-emergent Applications	\$ 21. ⁸⁵	1	\$ 21. ⁸⁵
Fire ant control	\$ 9. ⁹⁵	2	\$ 19. ⁹⁰

TOTAL BID ITEM #4

\$ 899.⁴⁴

#5. Fire Dept. & Tennis Court Complex 3201 Diana Drive, Richland Hills, TX 76118			
DESCRIPTION	COST PER SERVICE	ESTIMATED ANNUAL FREQUENCY	TOTAL ANNUAL COST
Mow, Edge, Trimming, Blow & Debris Removal	\$ 20. ⁷⁹	36	\$ 748. ⁴⁴
Fertilizer Applications	\$ 25. ⁶⁵	2	\$ 51. ³⁰
Pre-emergent Applications	\$ 12. ⁸³	1	\$ 12. ⁸³
Post-emergent Applications	\$ 12. ⁸³	1	\$ 12. ⁸³
Fire ant control	\$ 9. ⁹⁵	2	\$ 19. ⁹⁰

TOTAL BID ITEM #5

\$ 845.³⁰

#6. Law Enforcement Complex 6700 Baker Blvd., Richland Hills, TX 76118			
DESCRIPTION	COST PER SERVICE	ESTIMATED ANNUAL FREQUENCY	TOTAL ANNUAL COST
Mow, Edge, Trimming, Blow & Debris Removal	\$ 20. ⁷⁹	36	\$ 748. ⁴⁴
Fertilizer Applications	\$ 40. ⁸⁵	2	\$ 81. ⁷⁰
Pre-emergent Applications	\$ 20. ⁴³	1	\$ 20. ⁴³
Post-emergent Applications	\$ 20. ⁴³	1	\$ 20. ⁴³
Fire ant control	\$ 9. ⁹⁵	2	\$ 19. ⁹⁰

TOTAL BID ITEM #6

\$ 890.⁹⁰

#7. Animal Service Center 7049 Baker Blvd., Richland Hills, TX 76118			
DESCRIPTION	COST PER SERVICE	ESTIMATED ANNUAL FREQUENCY	TOTAL ANNUAL COST
Mow, Edge, Trimming, Blow & Debris Removal	\$ 33. ²⁵	36	\$ 1197. ⁰⁰
Fertilizer Applications	\$ 75. ⁰⁵	2	\$ 150. ¹⁰
Pre-emergent Applications	\$ 75. ⁰⁵	1	\$ 75. ⁰⁵
Post-emergent Applications	\$ 23. ⁷⁵	1	\$ 23. ⁷⁵
Fire ant control	\$ 9. ⁹⁵	2	\$ 19. ⁹⁰

TOTAL BID ITEM #7

\$ 1465.⁸⁰

#8. Baker Blvd. (Hwy. 10) Medians West to East City Limits, Richland Hills, TX 76118			
DESCRIPTION	COST PER SERVICE	ESTIMATED ANNUAL FREQUENCY	TOTAL ANNUAL COST
Mow, Edge, Trimming, Blow & Debris Removal	\$ 150. ⁰⁰	36	\$ 5472. ⁰⁰

TOTAL BID ITEM #8

\$ 5472.⁰⁰

#9. Hamilton Hill @ West City Limits, Baker Blvd. & Hwy. 26, Richland Hills, TX 76118			
DESCRIPTION	COST PER SERVICE	ESTIMATED ANNUAL FREQUENCY	TOTAL ANNUAL COST
Mow, Edge, Trimming, Blow & Debris Removal	\$ 38. ²⁵	36	\$ 1395. ⁰⁰

TOTAL BID ITEM #9

\$ 1395.⁰⁰

#10. Glenview Dr. Entry Median 8000 Block Glenview Dr., Richland Hills, TX 76118			
DESCRIPTION	COST PER SERVICE	ESTIMATED ANNUAL FREQUENCY	TOTAL ANNUAL COST
Mow, Edge, Trimming, Blow & Debris Removal	\$ 20. ⁷⁹	36	\$ 748. ⁴⁴
Fertilize Shrub Area Only	\$ 23. ⁷⁵	2	\$ 47. ⁵⁰
Pre-emergent Application -Shrub Area Only	\$ 36. ⁵⁸	1	\$ 36. ⁵⁸
Post-emergent Application -Shrub Area Only	\$ 36. ⁵⁸	1	\$ 36. ⁵⁸

TOTAL BID ITEM #10 \$ 869.¹⁰

#11. Creek Trail Park Airline Dr. and Glenview Dr., Richland Hills, TX 76118			
DESCRIPTION	COST PER SERVICE	ESTIMATED ANNUAL FREQUENCY	TOTAL ANNUAL COST
Mow, Edge, Trimming, Blow & Debris Removal.	\$ 68. ⁴⁰	27	\$ 1846. ⁸⁰

TOTAL BID ITEM #11 \$ 1846.⁸⁰

#12. Kate Baker Park 3555 Vance Road, Richland Hills, TX 76118			
DESCRIPTION	COST PER SERVICE	ESTIMATED ANNUAL FREQUENCY	TOTAL ANNUAL COST
Mow, Edge, Trimming, Blow & Debris Removal.	\$ 85. ⁵⁰	27	\$ 2308. ⁵⁰

TOTAL BID ITEM #12 \$ 2308.⁵⁰

#13. Windmill Park 6936 Park Place, Richland Hills, TX 76118			
DESCRIPTION	COST PER SERVICE	ESTIMATED ANNUAL FREQUENCY	TOTAL ANNUAL COST
Mow, Edge, Trimming, Blow & Debris Removal.	\$ 102. ⁶⁰	27	\$ 2770. ²⁰

TOTAL BID ITEM #13 \$ 2770.²⁰

#14. Rosebud Park 2600 Rosebud Lane, Richland Hills, TX 76118			
DESCRIPTION	COST PER SERVICE	ESTIMATED ANNUAL FREQUENCY	TOTAL ANNUAL COST
Mow, Edge, Trimming, Blow & Debris Removal.	\$ 107. ⁰⁰	27	\$ 2770. ²⁰

TOTAL BID ITEM #14 \$ 2770.²⁰

#15. Well Yards Rena Dr; Booth Pl; Evergreen Rd; Spruce Pk; Wesley Way; Scruggs Dr; and London Ln. Richland Hills, TX 76118			
DESCRIPTION	COST PER SERVICE	ESTIMATED ANNUAL FREQUENCY	TOTAL ANNUAL COST
Mow, Edge, Trimming, Blow & Debris Removal.	\$ 190. ⁰⁰	27	\$ 5130. ⁰⁰

TOTAL BID ITEM #15 \$ 5130.⁰⁰

#16. Alleys, ROW's and Medians- Kingsbury Ave. ROW; Bridges Ave. Alley; Scruggs Median; Handley-Ederville ROW; Leslie Dr. ROW (behind Quick Lube), Richland Hills, TX 76118			
DESCRIPTION	COST PER SERVICE	ESTIMATED ANNUAL FREQUENCY	TOTAL ANNUAL COST
Mow Only	\$ 199. ⁵⁰	27	\$ 5386. ⁵⁰

TOTAL BID ITEM #16 \$ 5386.⁵⁰

#17. City Monument Sign @ Handley-Ederville Rd. & TRE Station, Richland Hills, TX 76118			
DESCRIPTION	COST PER SERVICE	ESTIMATED ANNUAL FREQUENCY	TOTAL ANNUAL COST
Mow, Edge, Trimming, Blow & Debris Removal	\$ 20. ⁷⁹	27	\$ 561. ³³

TOTAL BID ITEM #17 \$ 561.³³

#18. El Chico ROW and Monument Sign @ Baker Blvd. & Booth Calloway Rd, Richland Hills, TX 76118

DESCRIPTION	COST PER SERVICE	ESTIMATED ANNUAL FREQUENCY	TOTAL ANNUAL COST
Mow, Edge, Trimming, Blow & Debris Removal	\$ 152. ⁰⁰	36	\$ 5472. ⁰⁰
Fertilizer Applications	\$ 228. ⁰⁰	2	\$ 456. ⁰⁰
Pre-emergent Applications	\$ 128. ²⁵	1	\$ 128. ²⁵
Post-emergent Applications	\$ 128. ²⁵	1	\$ 128. ²⁵
Fire ant control	\$ 9. ⁹⁵	2	\$ 19. ⁹⁰

TOTAL BID ITEM #18

\$ 6204.⁴⁰

NOTE: Additional work not listed in the contract may be required by the city and therefore an hourly labor cost is required to be included. Equipment and material costs will be agreed upon between the Contractor and the city.

#19 Miscellaneous - Hourly Costs	COST PER HOUR
General Maintenance Operator to include mowing equipment. (Mow, weed, edge, trim, plant, debris removal, etc.)	\$ 38. ⁰⁰
<i>*All materials will be an additional cost to be determined between the City and the Contractor.</i>	

TOTAL BASE BID FOR ANNUAL MOWING SERVICE COSTS (ITEMS #1-#18):

\$ 41,647.⁸⁹

The undersigned bidder acknowledges receipt of the following Addenda (if none received then write NONE of N/A across the blanks):

Addendum No. 1	Date Received	<u>N/A</u>	2013
Addendum No. 2	Date Received	<u>N/A</u>	2013
Addendum No. 3	Date Received	<u>N/A</u>	2013

The undersigned bidder agrees to execute and file with the Owner a contract and insurance on the forms provided within ten (10) days after written notification of award of the contract to the Contractor as specified in the Contract Documents

Enclosed with this proposal is a certified check or cashier's check or bid bond payable to the CITY OF RICHLAND HILLS in the amount of five percent (5%) of the total bid, which is to become the property of the CITY OF RICHLAND HILLS, or the attached Bidder's Bond is to be forfeited in the event the contract and bond are not executed within the time set forth, as liquidated damages for delay and additional work caused thereby.

Respectfully Submitted

Signed:



Company:

TRUGREEN LANDSCAPE LLC

Address:

247 Gilbert Circle, Building B
Grand Prairie, TX 75050

Phone:

817-505-7297

Fax:

214-385-4348

SEAL
If Bidder is
Corporation

Submitted By

DAVID LOWE
Print Name

Corp

(Corporation) (Co-Partnership) (Individual)

Doing Business As

TRUGREEN LANDSCAPE LLC

**STANDARD FORM OF AGREEMENT
BETWEEN THE CITY OF RICHLAND HILLS AND CONTRACTOR
MOWING SERVICES**

THIS AGREEMENT is dated as of the 1st day of January in the year 2014 by and between the City of Richland Hills (hereinafter called OWNER) and Tru Green
Land Care
of the City of Grand Prairie, County of Tarrant, State of Texas
(Hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

The PROJECT for the Work detailed under the Contract Documents (see Article 7 of this Agreement for items included in the "Contract Documents") is generally identified as following:

MOWING SERVICES

Article 2. CONTRACT TIME.

- 2.1. The annual contract period will coincide with the city fiscal year of October through September. The current contract will commence on January 1, 2014 and continue through September 30, 2014.
- 2.2. This contract, at the City's option, shall be renewable for four (4) additional twelve (12) month periods

Article 3. CONTRACT PRICE.

- 3.1. OWNER shall pay CONTRACTOR the prices in CONTRACTOR'S bid quote plus additional work performed when authorized by OWNER. Additional work shall be paid based on the agreed price between the Contractor and the city.

Article 4. PAYMENT PROCEDURES.

- 4.1. Payment to CONTRACTOR will be after satisfactory completion of schedule cleaning or OWNER authorized cleaning and receipt of invoice or other billing instrument used by CONTRACTOR. All charges are to be less sales tax, as OWNER is tax exempt.

Article 5. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this agreement CONTRACTOR makes the following representations:

- 5.1. CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work to be performed, site locality, tests, reports, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- 5.2. CONTRACTOR has correlated the results of all such observations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- 5.3. CONTRACTOR has given OWNER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution by OWNER is acceptable to CONTRACTOR.

Article 6. MISCELLANEOUS.

- 6.1. ASSIGNMENTS: No assignments by a party hereto of any rights under or interest in the Contract Documents will be binding on another party hereto without written consent of the party sought to be bound; and specifically but without limitation moneys that may come due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may limited by law), and unless specifically stated to the contrary in any written consent to an assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 6.2. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.
- 6.3. TERMINATION: OWNER may terminate the Contract by giving CONTRACTOR thirty (30) days notice in writing. Contractor may terminate the contract by giving the Owner thirty (30) days prior written notification of such termination. Upon delivery of such notice by OWNER to CONTRACTOR, CONTRACTOR shall discontinue all services in connection with the performance of the Contract and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Contract. As soon as practicable after receipt of notice of termination, CONTRACTOR shall submit a statement, showing in detail the services performed under this Contract to the date of the termination. OWNER shall then pay CONTRACTOR that portion of the prescribed charges which the services actually preformed under this Contract bear to the total services called for under this Contract less such payments on account of the changes as have been previously made. Copies of all completed designs, plans and specifications prepared under this Contract shall be delivered to OWNER when and if this Contract is terminated.
- 6.4. CLEANUP:
N/A
- 6.5. SUBCONTRACTING:
 1. CONTRACTOR may utilize the services of specialty subcontractors on those parts of the work, which, under normal contracting practices, are performed, by specialty subcontractors.
 2. CONTRACTOR shall not award any work to any subcontractor until CONTRACTOR submits to OWNER a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as OWNER may require.

3. CONTRACTOR shall be as fully responsible to OWNER for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
4. CONTRACTOR shall have a person that is on his payroll and with the authority to make decisions, on site at all times.
5. Nothing contained in this Contract shall create any contractual relation between any subcontractor and OWNER. CONTRACTOR is an independent contractor.
- 6.6. PERMITS AND LICENSES: CONTRACTOR shall procure at his expense all permits and licenses necessary, pay all charges and fees and give all notices necessary and incident to the prosecution of the work. Fees, except for special licensing, such as Master Electrician, etc., will be waived for required City permits.
- 6.7. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE: CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin, or disability. CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, sex, religion, national origin, or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotions or transfers, recruitment or recruitment advertising, layoffs, or terminations, rates of pay, or other forms of compensation, selection of training, including apprenticeship, and participating in recreational and education activities. CONTRACTOR will in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, sex, religion, national origin, or disability. CONTRACTOR will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this contract. Such provisions shall not apply to contracts for standard commercial supplies or raw materials.
- 6.8. INSURANCE: Within ten (10) days of execution of this Contract, and before CONTRACTOR begins providing this service, CONTRACTOR must provide OWNER with proof of insurance as defined in the Contract Documents.
- 6.9. SAFETY: CONTRACTOR shall comply with all Occupational Safety and Health Act (OSHA) standards and any other Federal, State or Local rules and regulations applicable to construction and/or maintenance activities in the State of Texas. City Personnel or any supervisor may, but are not required to, order that the work be stopped if a condition of immediate danger is found to exist. Nothing contained herein shall be construed to shift responsibility or risk or loss for injuries or damage sustained as a result of a violation of these safety articles from CONTRACTOR to the City of Richland Hills. CONTRACTOR shall remain solely and exclusively responsible for compliance with all safety requirements and for the safety of all persons and property at the project site.

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in the year and day I first above written.

OWNER:

CONTRACTOR:

CITY OF RICHLAND HILLS

Party of the First Part (OWNER)

TRUGREEN LANDSCAPE LLC

Party of the Second Party (CONTRACTOR)

By Bill Agan
(Signature)

By [Signature]
(Signature)

Bill Agan
(Print Name)

DAVID LOWE
(Print Name)

MAYOR
(Title)

Branch Mgr.
(Title)



ATTEST:
Linda Cantu
Linda Cantu, City Secretary

ATTEST:

SECTION IV

ATTACHMENTS

ATTACHMENT I

REFERENCES

Each Bidder is to provide a minimum of three (3) verifiable references in which the Bidder has provided this or a similar service.

Company Name: _____

Address: _____

Contact Person: _____

Telephone #: () _____

Service Provided by Reference: _____

Company Name: _____

Address: _____

Contact Person: _____

Telephone #: () _____

Service Provided by Reference: _____

Company Name: _____

Address: _____

Contact Person: _____

Telephone #: () _____

Service Provided by Reference: _____

ATTACHMENT II

INSURANCE

SECTION A. Prior to the approval of this contract by the City, the Contractor shall furnish a completed Insurance Certificate to the City, which shall be completed by an agent authorized to bind the named underwriter(s) to the coverages, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. THE CITY SHALL HAVE NO DUTY TO PAY OR PERFORM UNDER THIS CONTRACT UNTIL SUCH CERTIFICATE SHALL HAVE BEEN DELIVERED TO THE CITY.

INSURANCE COVERAGE REQUIRED

SECTION B. The City reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverages and their limits when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, or the claims history of the industry.

SECTION C. Subject to the Contractor's right to maintain reasonable deductibles in such amounts as are approved by the City, the Contractor shall obtain and maintain in full force and effect for the duration of this contract, and any extension hereof, at the Contractor's sole expense, insurance coverage written by companies approved by the State of Texas and acceptable to the City, in the following type(s) and amount(s):

	TYPE	AMOUNT
1.	Workers' Compensation and Employer's Liability	Statutory \$100,000/500,000/100,000

	TYPE	AMOUNT
2.	Commercial General (Public) Liability insurance including coverage for the following: a. Premises Operations b. Independent contractors c. Products/completed operations d. Personal injury e. Advertising injury f. Contractual liability	Combined single limit for bodily injury and property damage in the amount of \$500,000 per occurrence or its equivalent.

g. Medical payments	
---------------------	--

	TYPE	AMOUNT
3.	Comprehensive Automobile insurance, including coverage for loading and unloading hazards, for: a. Owned/leased vehicles b. Non-owned vehicles c. Hired vehicles	Combined single limit for bodily injury and property damage in the amount of \$500,000 per accident or its equivalent.

ADDITIONAL POLICY ENDORSEMENTS

The City shall be entitled, upon request, and without expense, to receive copies of the policies and all endorsements thereto and may make any reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any of such policies). Upon such request by the City, The Contractor shall exercise reasonable efforts to accomplish such changes in policy coverages, and shall pay the cost thereof.

REQUIRED PROVISIONS

The Contractor agrees that with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, on the certificate or its attachment, the following required provisions:

- a. Name the City of Richland Hills and its officers, employees, and representatives as additional insured's, (as the interest of each insured may appear) as to all applicable coverage;
- b. Provide for 30 days notice to the City for cancellation, non-renewal, or material change;
- c. Provide for notice to the City at the two addresses shown below by registered mail;
- d. The Contractor agrees to waive subrogation against the City of Richland Hills, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance;

- e. Provide that all provisions of this agreement concerning liability, duty, and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.
- f. All copies of the Certificates of Insurance shall reference the project name or bid number for which the insurance is being supplied.

NOTICES

The Contractor shall notify the City in the event of any change in coverage and shall give such notices not less than 30 days prior to the change, which notice must be accompanied by a replacement CERTIFICATE OF INSURANCE.

All notices shall be given to the City at the following address:

Public Works Department
City of Richland Hills
3200 Diana Dr.
Richland Hills, TX 76118

City Secretary
City of Richland Hills
3200 Diana Dr.
Richland Hills, TX 76118

SECTION D. Approval, disapproval, or failure to act by the City regarding any insurance supplied by the Contractor shall not relieve the Contractor of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency, or denial of liability by the insurance company exonerate the Contractor from liability.

CONFLICT OF INTEREST QUESTIONNAIRE /

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

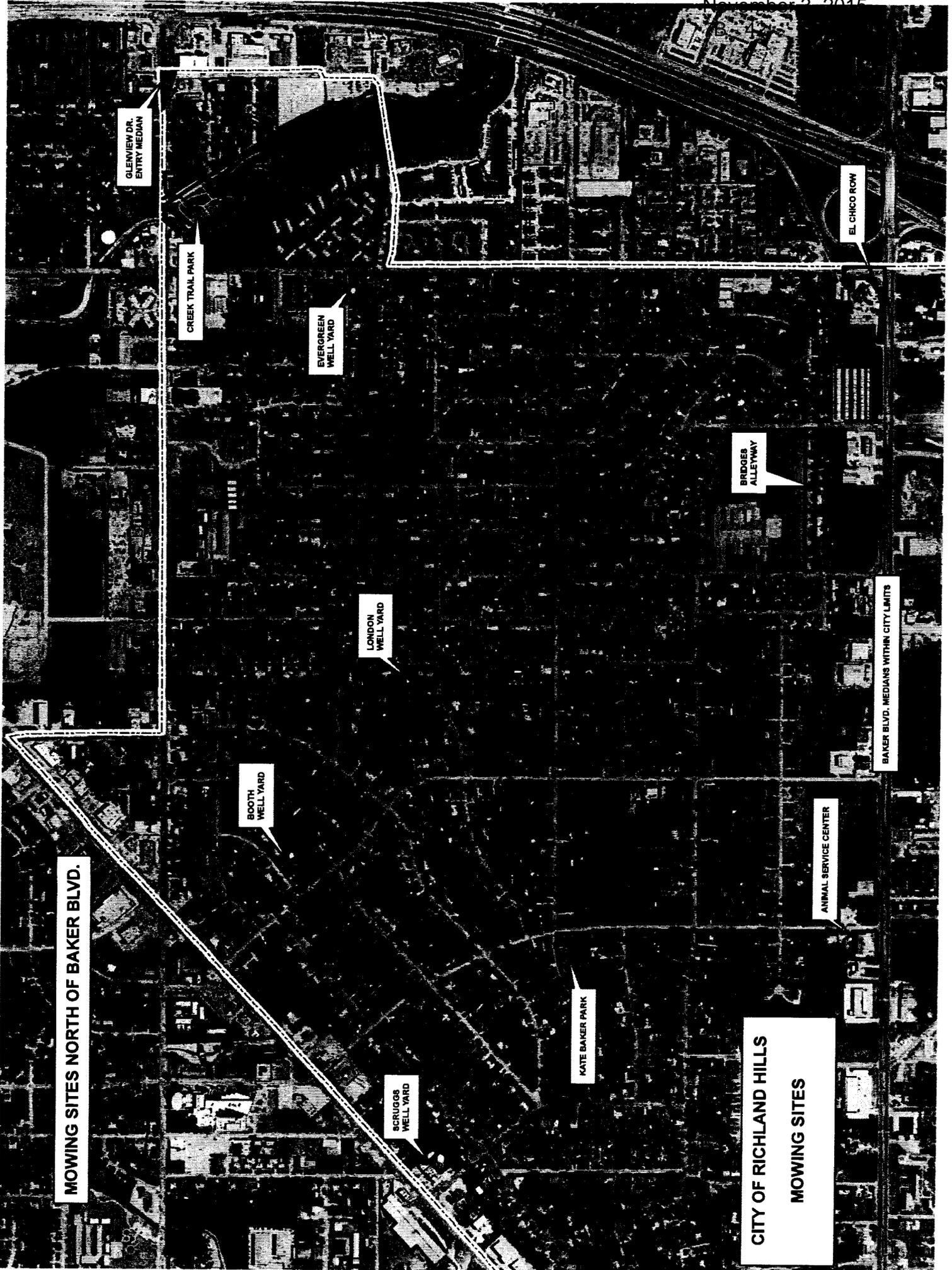
1 Name of person doing business with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

4 Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.



MOWING SITES NORTH OF BAKER BLVD.

GLEVIEW DR. ENTRY MEDIAN

CREEK TRAIL PARK

EVERGREEN WELL YARD

LONDON WELL YARD

BOOTH WELL YARD

SCRUGGS WELL YARD

KATE BAKER PARK

BRIDGES ALLEYWAY

ANIMAL SERVICE CENTER

EL CHICO ROW

BAKER BLVD. MEDIANS WITHIN CITY LIMITS

CITY OF RICHLAND HILLS
MOWING SITES

MOWING SITES SOUTH OF BAKER BLVD.

HAMILTON HILL
CITY MONUMENT SIGN

DIANA DR.
ENTRANCE MEDIAN

LAW ENFORCEMENT

FIRE DEPT.
TENNIS COURTS

RENA
WELL YARD

COM. DEV.
POST OFFICE COMPLEX

COMMUNITY CENTER

CITY HALL

LIBRARY

WINDMILL PARK

KINGSBURY AVE.
ROW

BAKER BLVD. MEDIANS WITHIN CITY LIMITS

SCRUGGS MEDIAN

SPRUCE
WELL YARD

HANDLEY EDERVILLE RD.

WESLEY WAY
WELL YARD

ROSEBUD PARK

ROSEBUD DRAINAGE

TRE STATION
CITY MONUMENT SIGN

CITY OF RICHLAND HILLS
MOWING SITES

THE CITY OF RICHLAND HILLS, TEXAS



CONTRACT DOCUMENTS AND SPECIFICATIONS

**LANDSCAPE MAINTENANCE
2014**

Prepared by:
City of Richland Hills
Department of Neighborhood Services -Public Works
6700 Rena Drive
Richland Hills, TX 76118

MAYOR
Bill Agan

CITY COUNCIL
PLACE 1: Roland Goveas
PLACE 2: Toya Norton
PLACE 3: Bob DeSoto
PLACE 4: Beverly Williams
PLACE 5: Edward Lopez –Mayor Pro Tem

CITY MANAGER
Curtis Hawk

NEIGHORHOOD SERVICES DIRECTOR
Scott Mitchell

Scott Mitchell

Date

BID PROPOSAL FOR
LANDSCAPE MAINTENANCE
FOR THE
CITY OF RICHLAND HILLS, TEXAS

(THIS PROPOSAL MUST NOT BE REMOVED FROM THE CONTRACT DOCUMENTS)

Date: _____

TO: City of RICHLAND HILLS
3200 DIANA DR.
RICHLAND HILLS, TX 76118

FOR: LANDSCAPE MAINTENANCE

It is understood that the quantities of work to be done are approximate only, and are intended principally to serve as a guide in evaluating bids.

It is further agreed that the quantities of work to be done and materials to be furnished may be increased or diminished as may be considered necessary in the opinion of the City, to complete the work full as planned and contemplated, and that all quantities of work, whether increased or decreased are to be performed at the prices set forth except as provided for in the specifications.

Pursuant to the foregoing "NOTICE TO BIDDERS", the undersigned bidder, having thoroughly examined the Contract Documents, the site of the project(s) and understanding the amount of work to be done and the prevailing conditions, hereby proposes to fully complete all of the work and requirements as provided in the Contract Documents and binds himself/herself upon acceptance of this proposal to execute a contract and furnish such bonds as required.

TABLE OF CONTENTS
LANDSCAPE MAINTENANCE

<u>SECTION I</u>	<u>BID NOTICE</u> Notice to Bidders Instructions to Bidders
<u>SECTION II</u>	<u>SPECIFICATIONS</u> Specifications
<u>SECTION III</u>	<u>CONTRACT DOCUMENTS</u> Base Bid Proposal Standard Form of Agreement
<u>SECTION IV</u>	<u>ATTACHMENTS</u> Attachment I-References Attachment II -Insurance Conflict of Interest Form

SECTION I BID NOTICE

**NOTICE TO BIDDERS
CITY OF RICHLAND HILLS
LANDSCAPE MAINTENANCE**

Sealed Proposals will be received by the CITY OF RICHLAND HILLS at the OFFICE OF THE CITY SECRETARY, 3200 DIANA DR., RICHLAND HILLS, TX. 76118 until 10:30 a.m. o'clock (local time) on NOVEMBER 13, 2013 for an annual contract for LANDSCAPE MAINTENANCE for developed and undeveloped parks, medians, alleyways and municipal sites, in accordance with drawings, specifications and other Contract Documents prepared by the CITY OF RICHLAND HILLS. The successful Contractor shall provide all labor, equipment, supplies and public safety equipment necessary to perform this service.

Proposals will be publicly opened at 10:30 a.m. o'clock, at the CITY HALL COUNCIL CHAMBERS, 3200 DIANA DR., RICHLAND HILLS, TX 76118.

Complete Contract Documents as needed for bidding on the project may be examined in the office of the Owner and on the city website at www.richlandhills.com. Complete Contract Document packets as needed for bidding may be obtained from the Richland Hills website, www.richlandhills.com at no cost, or from the offices of the CITY OF RICHLAND HILLS DEPARTMENT OF PUBLIC WORKS, 6700 RENA DR., RICHLAND HILLS, TX 76118, at a non-refundable cost of \$40.00 for each set of documents so obtained.

Proposal Guaranty consisting of either a cashier's check or a Bid Bond on the form included or similar form of Surety Company (**FACSIMILES WILL NOT BE CONSIDERED RESPONSIVE**) made payable to the CITY OF RICHLAND HILLS, and in the amount equal to at least five percent (5%) of the total amount of the proposal, must accompany each bid as a guaranty that if the proposal is accepted, the bidder will execute the Contract and furnish the required Bonds within the time provided in the "INSTRUCTIONS TO BIDDERS".

Minimum rates of pay to all laborers and mechanics on the project must not be less than as provided in the Wage Rate Schedule and wage provisions must particularly comply with all other applicable wage laws of the State of Texas.

A pre-bid meeting will be held at 10:00 a.m. on Tuesday, NOVEMBER 5, 2013 at the City of Richland Hills City Hall Council Chambers, 3200 Diana Dr., Richland Hills, TX 76118. All bidders are **STRONGLY ENCOURAGED** to attend the pre-bid meeting to review the work to be accomplished.

The Owner reserves the right to award the Contract at any time within forty-five (45) days after date of receiving bids, or to reject any or all bids and waive any or all informalities.

OFFICIAL ADVERTISEMENT:

First Publication: 10/23/2013

Second Publication: 10/30/2013

Signed: 
Scott Mitchell

Title: Neighborhood Services Director

INSTRUCTIONS TO BIDDERS LANDSCAPE MAINTENANCE

1. BID SUBMISSION ADDRESS AND DEADLINE

Completed **sealed** bids, labeled **RICHLAND HILLS LANDSCAPE MAINTENANCE**, will be received in the Office of the City Secretary, Richland Hills City Hall, 3200 Diana Dr., Richland Hills, Texas 76118 until **10:30 a.m. o'clock (local time), WEDNESDAY, NOVEMBER 13, 2013.** Bid responses received after the closing time and date will be returned to the sender unopened. Faxed responses are not considered sealed and cannot be accepted.

2. SIGNATURES

All bid responses are required to be signed by an authorized representative of the bidding entity. Bid responses received unsigned will not be considered.

3. ALTERING BIDS BY THE BIDDER

Bids cannot be altered, amended or withdrawn by the Bidder after the bid-opening deadline. The signer of the bid, guaranteeing authenticity, must initial any interlineations, alteration, or erasure made before this deadline.

4. MODIFICATIONS AND AMENDMENTS BY THE CITY

The City shall have the right to modify the specifications prior to the bid submission deadline and will endeavor to notify all potential Bidders that have received a copy of the bid specifications, but failure to notify shall impose no obligation or liability on the City.

5. BID WITHDRAWAL OR REJECTION

The City reserves the right to withdraw the request for bids for any reason or to reject any or all bids or parts of all of any specific bid or bids. The City further reserves the right to accept part or all of any specific bid or bids, and to accept any bid or bids with or without trade-in.

6. LATE BIDS

The City of Richland Hills is not responsible for lateness or non-delivery of mail, carrier, etc. to the City, and the time and date recorded by the City Secretary's Office or designated representative, shall be the official time of receipt.

7. PRICES HELD FIRM

All prices quoted by the Bidder will remain firm for a minimum of 90 days from the date of the bid unless otherwise specified by the City or Bidder.

8. IDENTICAL BIDS

In the event of two or more identical low bids, the contract will be awarded as prescribed by Chapter 271, Subchapter Z, Section 271.901 of Vernon's Texas Codes Annotated.

9. DEVIATION FROM SPECIFICATIONS

Any deviations from specifications and alternate bids must be clearly shown with complete information provided by the Bidder. They may or may not be considered by the City.

10. **WARRANTIES**

Guarantees and warranties should be attached as a part of the bid as they may be a consideration in awarding the contract.

11. **FUNDING OUT**

The continuation of this annual agreement with the successful Bidder is contingent, in part, upon the continued availability of appropriations.

12. **DURATION OF AGREEMENT AND PRICE ADJUSTMENTS**

The successful Bidder will be awarded an agreement effective **JANUARY 1, 2014 through SEPTEMBER 30, 2013**. Prices must not be increased for the entire agreement period. At the City's option, the agreement may be renewed for four (4) additional twelve (12) month periods based on the city fiscal year time period of OCTOBER thru SEPTEMBER, then from month-to-month until a new agreement is established or the agreement is terminated. The items purchased under this agreement may be subject to a price increase at the time of renewal based on the current Producers Price Index or Employment Cost Index for your industry or product category as published by the U.S. Department of Labor, Bureau of Labor Statistics. If the Bureau of Labor Statistics does not accumulate data on the products or services defined by these specifications, by mutual agreement, the successful Bidder may increase its prices up to an amount not to exceed 5%.

Any adjustment in pricing must be presented to the City at least 60 days before the expiration of the current agreement.

13. **TERMINATION OF AGREEMENT**

The City may terminate this agreement by giving the contractor thirty (30) days written notice. Upon delivery of such notice by the City to the Contractor, the Contractor shall discontinue all services in connection with the performance of this agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this agreement. As soon as practicable after receipt of notice of termination, the Contractor shall submit a statement, showing in detail the services satisfactorily performed under this agreement to the date of the termination. The City shall then pay the Contractor that portion of the prescribed charges.

14. **ASSIGNMENT**

The successful Bidder's rights and duties awarded by the contract may not be assigned to another without written consent of the City signed by the City's authorized agent. Such consent shall not relieve the assigner of the liability in the event of default by the assignee.

15. **BID AMBIGUITY**

Any ambiguity in the bid as a result of omission, error, and lack of clarity or non-compliance by the Bidder with specifications, instructions and all conditions of bidding shall be construed in the favor of the City.

16. **CHANGE ORDERS**

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and shall not be effective unless signed by an authorized representative of the City.

17. **LIENS**

The successful Bidder agrees to and shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods and services which may be provided under the City's request, by seller or seller's vendor(s) and if the City requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City.

18. **PATENT INDEMNITY**

The successful Bidder hereby warrants that the use or sale of the products and materials delivered hereunder will not infringe on the rights of any patent, copyright, or registered trademark, covering such materials and the successful Bidder agrees to indemnify and hold harmless the City for any and all costs, expenses, judgments and damages which the City may have to pay or incur.

19. **GRATUITIES/BRIBES**

The City may, by written notice to the successful Bidder, cancel this contract without liability to the Bidder if it is determined by the City that gratuities or bribes in the form of entertainment, gifts, or otherwise, were offered or given by the successful Bidder, or its agent or representative to any City officer, employee or elected representative with respect to the performance of the contract. In addition, the successful Bidder may be subject to penalties stated in Title 8 of the Texas Penal Code.

20. **RESPONSE FORM TO BE USED**

The bid quote must be submitted on the form(s) provided.

21. **PAYMENT AND TAXES**

Payment to the successful Bidder will be after satisfactory completion of the services ordered by the City or scheduled in the specifications and receipt of the invoice or other billing instrument used by the successful Bidder. The City is exempt from Federal Excise and State Sales Tax; therefore, tax must not be included in the bid price.

All prices quoted shall include all charges.

22. **MATERIAL SAFETY DATA SHEETS**

Not Applicable

23. **REFERENCES**

Each Bidder is to provide a minimum of three (3) verifiable references in which the Bidder has maintained properties of similar size and quality. List the references on **Attachment I**.

24. **COOPERATIVE GOVERNMENTAL PURCHASING**

Other Governmental entities, utilizing interlocal agreements with the City of Richland Hills, may wish, but are not obligated, to purchase goods or services defined in this solicitation from the successful Bidder. All purchases by governmental entities, other than the City of Richland Hills, will be billed directly to and paid by that governmental entity. The City of Richland Hills will not be responsible for another governmental entity's debts. Each governmental entity will place their own orders with the successful Bidder and be responsible for ensuring full compliance with the bid specifications.

Please indicate below if you will permit other governmental entities to purchase from your agreement with the City of Richland Hills.

Yes, Others can purchase;

No, Only the City of Richland Hills can purchase

25. **STANDARD FORM OF AGREEMENT**

Each Bidder may submit their contract for services form for City evaluation. At the City's option, the successful Bidder's form may be used as submitted or edited to meet the needs of the City and successful Bidder. Or the City may choose to use the Standard Form of Agreement listed as **Attachment II**.

26. **BETTER BUSINESS BUREAU**

The successful Bidder must presently be in good standing with the Better Business Bureau that services the area where the Bidder's principal place of business is located.

27. **CONFLICT OF INTEREST**

Pursuant to the requirements of Section 176.002(a) of the Texas Local Government Code, suppliers or Respondents who meet the following criteria must fill out a conflict of interest questionnaire no later than the 7th day after the person begins contract discussions or negotiations with the City or submits to the City an application, response to a request for proposals or bids, correspondence or another writing related to a potential agreement with the City:

A Supplier or Respondent that:

- (1) contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity; or
- (2) is an agent of a person described in Subdivision (1) in the person's business with a local governmental entity. As for enforcement to ensure the veracity of the Suppliers, the statute makes it a Class C Misdemeanor to violate the Supplier disclosure provisions. The form to be used to file this notice can be found in **Section IV** of this document. For more information go to:

www.ethics.state.tx.us/whatsnew/conflict_forms.htm.

By submitting a response to this Bid/RFP, supplier, contractor or person represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

28. ADDITIONAL LOCATIONS

At the City's option, locations not included in these specifications may be added for similar services. Pricing will be determined at the time of addition, but based upon the quotes submitted for this bid. Conversely, locations or the type of service defined for each location may be reduced or deleted during this agreement, with no liability to the City, if it is in the City's best interest.

29. ESTIMATED FREQUENCY OF SERVICE

The frequency of service listed in the Bid Proposal is based upon the City's best estimates. The City, according to variables, may adjust these numbers during the growing season. The successful Bidder agrees to provide the City with whatever mowing frequency is required by the City at the prices quoted in this bid.

30. SPECIFICATION CLARIFICATION

For clarification of these specifications call the Richland Hills Public Works Dept. 817-616-3830

31. BONDS

A bid bond shall accompany all proposals from a Treasury Listed Surety (with the appropriate "Powers of Attorney") or by a cashier's or certified check upon a national or state bank in the amount of five percent (5%) of the total maximum bid, as a guarantee that the Bidder will enter into a contract with the City of Richland Hills.

32. INSURANCE

The successful Bidder shall meet the minimum insurance requirements as defined in **Attachment III**

33. INDEMNITY

The successful Bidder agrees to defend, indemnify, and hold the City and all of its officers, agent, employees, and elected officials whole and harmless to the extent allowed by law against any and all claims for damages, costs, and expenses of persons or property that may arise out of, or be occasioned by, or from any negligent act, or omission of the successful Bidder, or any agent, servant, or employee of the successful Bidder in the execution of performance of this contractor, without regard to whether such persons are under the direction of City agents or employees.

SECTION II SPECIFICATIONS

**CITY OF RICHLAND HILLS, TEXAS
LANDSCAPE MAINTENANCE
SPECIFICATIONS**

SCOPE OF SERVICES

The CITY OF RICHLAND HILLS, Texas, is accepting competitive sealed bids for the provision of landscape maintenance services to the City Municipal Complex, Baker Boulevard, Hamilton Hill, parks, well yards, alleys, easements and animal shelter. Landscape maintenance services will be required on a yearly basis. All labor, equipment and supplies to perform the services will be provided by the vendor. All work should be scheduled and coordinated with the Public Works Department.

MAINTENANCE PROGRAM REQUIREMENTS

1. Pruning

A systematic schedule of pruning and trimming to keep each tree, shrub, vine and ground cover healthy and attractive will be provided to maintain accordance with the attached maintenance schedule. Tree trimming, pruning, minor shaping, thinning and removal of suckers on the lower quarter will be required once during the dormant season, and removal of suckers which appear will be required during the growing season. Shrubs will be pruned according to individual needs and setting. Plants such as Nandina, Cleypora, and Indian Hawthorn will be prick pruned to maintain its natural shape. Plants such as Holly and Photinia will be sheared or prick pruned as the situation dictates.

2. Weed Control and Mulch

Control of weeds, grasses, and wild vines in bed areas will be controlled by pre-emergence and the systemic herbicide "Roundup." If this method fails, then a manual hand pulling or hoeing method will be used. Mulch in all beds should be at 1" thickness.

3. Plant Inspection

All trees, shrubs, plants, vines and ground cover will be inspected with reasonable effort as outlined in the attached schedule.

4. Seasonal Color Change

Seasonal color change will be done in accordance with the attached schedule.

5. Insect and Disease Control

The vendor will report insect or disease damage to plants, trees, shrubs, and vines to the CITY as soon as possible.

6. **Litter Control & Debris Removal**

A thorough policing of the landscaped grounds for removal of litter and debris will be done according to the attached schedule.

7. **Irrigation System Maintenance**

The irrigation system will be checked by running each station to make sure each sprinkler system is working properly. The number of visits is specified in the attached maintenance schedule. The vendors will be responsible for repairing damage to the irrigation system which is directly attributed to the vendor's personnel or equipment. Failures in the system because of vandalism, old age or accidents caused by others, etc., will be reported to the customer when discovered and, upon approval, will be repaired on a time and material basis.

For Bid purposes the item listed as Routine Maintenance on the detailed bid sheet (see attached) should include: pruning, weeding, plant inspection and litter control.

CONTRACT PERIOD

The CITY OF RICHLAND HILLS desires to enter into an annual contract for LANDSCAPE MAINTENANCE. The annual contract period will coincide with the city fiscal year of October through September. The current contract will commence on **January 1, 2014 and continue through September 30, 2014** after which the city will have an option to renew for four (4) additional 12 month periods based on the city fiscal year time period of October thru September.

A price re-determination may be considered by the CITY OF RICHLAND HILLS only at the anniversary date of the contract and shall be substantiated in writing (i.e., Manufacture's direct cost, Railroad Commission rates, etc.) The bidder's past experience of honoring contract at the bid price will be an important consideration in the evaluation of the lowest and best bid. The CITY OF RICHLAND HILLS reserves the right to accept or reject any and/or all of the price re-determination as it deems to be in the best interest of the CITY.

BIDDER QUALIFICATIONS

Bids will only be considered from vendors which have an established reputation. All bidders must be licensed by the State of Texas for work involving pesticides and irrigation, and license must be on file with the City Secretary after contract award. Vendors must demonstrate with reasonable certainty capability of furnishing service and provisions of appropriate insurance. All bids must include the following conditions:

- Number of years experience in landscape maintenance of a similar nature.
- Number of years experience in providing landscape maintenance services to municipalities.

- Names, addresses, telephone numbers and representatives of three (3) current and/or previous customers that have received your service in the last one to five years.
- A statement of financial condition and/or Dun and Bradstreet rating.
- A summary of the history of the business.
- Bidder should be present for a pre-bid walk-through in order to know the scope of work required.

BID REQUIREMENTS

A bid bond or cashier's check in the amount of five (5) percent of the total bid price must be included in each bid submittal. Bids must be submitted as stated in the Notice to Bidders and all bids must be submitted on the attached bid submittal forms and information must be provided as requested. Unless all requested information is provided, the entire bid will be considered incomplete and not be considered for contract award.

BID ACCEPTANCE/CONTRACT AWARD CRITERIA

The award of contract will be based on:

1. The bid submittal must meet all specifications.
2. Price (**bid award will be based on the lump sum bid**).
3. Proof that the vendor has successfully performed comparable service.

The CITY reserves the right to reject any and/or all bids and to accept the bid deemed most advantageous to the CITY. Bids must be submitted in **sealed envelopes** labeled **LANDSCAPE MAINTENANCE** to the City Secretary's Office at **3200 Diana Drive, Richland Hills, Texas, 76118**, by **10:30 a.m.** on **WEDNESDAY, NOVEMBER 13, 2013** at which time all bids will be opened and tabulated. City Council will consider award of contract to the successful bidder on **DECEMBER 3, 2013**.

PAYMENT TERMS

Service charges will be based on per service/per site charge as approved in the contract. The CITY reserves the right to reduce and/or increase service based on seasonal weather, site conditions and budgeting restrictions. The LANDSCAPE MAINTENANCE will submit an invoice based on a per service cost to the CITY at the end of each month and the CITY shall make payment within 30 days of the billing date. Any additional services or reimbursable billing must be approved in writing in advance by the City Manager in order to be considered for payment.

MAINTENANCE SCHEDULE

Vendor should prepare and submit suggested maintenance schedule according to specifications. **The CITY reserves the right to reduce and/or increase mowing service based on seasonal weather, site conditions and budgeting restrictions.**

SECTION III

CONTRACT DOCUMENTS

LANDSCAPE MAINTENANCE BASE BID PROPOSAL

#1. Richland Hills Library 6724 Rena Drive, Richland Hills, TX 76118			
DESCRIPTION	COST PER SERVICE	ESTIMATED ANNUAL FREQUENCY	TOTAL ANNUAL COST
Seasonal Color Change – 80 plants	\$ 83. ⁶⁰	2	\$ 167. ²⁰
Mulch-shrubs & beds, 1" thick	\$ 85. ⁵⁰	2	\$ 171. ⁰⁰
Prune shrubs & remove debris	\$ 20. ⁷⁵	2	\$ 41. ⁵⁰
Bed weeding	\$ 42. ⁷⁵	2	\$ 85. ⁵⁰

TOTAL BID ITEM #1

\$ 465.²⁸

#2. City Hall 3200 Diana Drive, Richland Hills, TX 76118			
DESCRIPTION	COST PER SERVICE	ESTIMATED ANNUAL FREQUENCY	TOTAL ANNUAL COST
Seasonal Color Change – 250 plants	\$ 201. ²⁵	2	\$ 402. ⁵⁰
Mulch-shrubs & beds, 1" thick	\$ 85. ⁵⁰	2	\$ 171. ⁰⁰
Prune shrubs & remove debris	\$ 20. ⁷⁹	4	\$ 83. ¹⁶
Bed weeding	\$ 42. ⁷⁵	3	\$ 128. ²⁵

TOTAL BID ITEM #2

\$ 904.⁹¹

#3. Community Center 3204 Diana Drive, Richland Hills, TX 76118			
DESCRIPTION	COST PER SERVICE	ESTIMATED ANNUAL FREQUENCY	TOTAL ANNUAL COST
Mulch-shrubs & beds, 1" thick	\$ 85. ⁵⁰	2	\$ 171. ⁰⁰
Prune shrubs & remove debris	\$ 20. ⁷⁹	4	\$ 83. ¹⁶
Bed weeding	\$ 19. ⁻	3	\$ 57. ⁰⁰

TOTAL BID ITEM #3

\$ 311.¹⁶

#4. Community Dev. & Post Office Complex 3201 Diana Drive, Richland Hills, TX 76118			
DESCRIPTION	COST PER SERVICE	ESTIMATED ANNUAL FREQUENCY	TOTAL ANNUAL COST
Mulch-shrubs & beds, 1" thick	\$ 85. ⁵⁰	2	\$ 171. ⁰⁰
Seasonal Color Change	\$ 51. ³⁰	2	\$ 102. ⁶⁰
Prune shrubs & remove debris	\$ 20. ⁷⁹	4	\$ 83. ¹⁶
Bed weeding	\$ 19. ⁰⁰	3	\$ 57. ⁰⁰

TOTAL BID ITEM #4

\$ 413.⁷⁶

#5. Fire Dept. & Tennis Court Complex 3201 Diana Drive, Richland Hills, TX 76118			
DESCRIPTION	COST PER SERVICE	ESTIMATED ANNUAL FREQUENCY	TOTAL ANNUAL COST
Mulch-shrubs & beds, 1" thick	\$ 133 ⁻	2	\$ 266 ⁰⁰
Prune shrubs & remove debris	\$ 41 ⁵⁸	4	\$ 166 ³²
Bed weeding	\$ 41 ⁵⁸	3	\$ 124 ⁷⁴

TOTAL BID ITEM #5

\$ 557⁰⁶

#6. Law Enforcement Complex 6700 Baker Blvd., Richland Hills, TX 76118			
DESCRIPTION	COST PER SERVICE	ESTIMATED ANNUAL FREQUENCY	TOTAL ANNUAL COST
Seasonal Color Change – 80 plants	\$ 83 ⁰⁰	2	\$ 167 ²⁰
Mulch-shrubs & beds, 1" thick	\$ 85 ⁵⁰	2	\$ 171 ⁰⁰
Prune shrubs & remove debris	\$ 14 ²⁵	4	\$ 57 ⁰⁰
Bed weeding	\$ 20 ⁷⁹	3	\$ 62 ³⁷

TOTAL BID ITEM #6

\$ 457⁵⁷

#7. Animal Service Center 7049 Baker Blvd., Richland Hills, TX 76118

DESCRIPTION	COST PER SERVICE	ESTIMATED ANNUAL FREQUENCY	TOTAL ANNUAL COST
Seasonal Color Change – 100 plants	\$ 104. ⁵⁰	2	\$ 209. ⁰⁰
Mulch-shrubs & beds, 1" thick	\$ 47. ⁵⁰	2	\$ 95. ⁰⁰
Prune shrubs & remove debris	\$ 20. ⁷⁹	4	\$ 83. ¹⁶
Bed weeding	\$ 23. ⁷⁵	3	\$ 71. ²⁵

TOTAL BID ITEM #7

\$ 458.⁴¹

#8. Baker Blvd. (Hwy. 10) Medians West to East City Limits, Richland Hills, TX 76118

DESCRIPTION	COST PER SERVICE	ESTIMATED ANNUAL FREQUENCY	TOTAL ANNUAL COST
Prune shrubs & remove debris	\$ 237. ⁵⁰	2	\$ 475. ⁰⁰
Mulch-shrubs & beds, 1" thick	\$ 166. ²⁵	1	\$ 166. ²⁵
Weed clean shrub beds	\$ 23. ⁷⁵	2	\$ 47. ⁵⁰

TOTAL BID ITEM #8

\$ 689.⁷⁵

#9. Hamilton Hill West City Limits, Baker Blvd. & Hwy. 26, Richland Hills, TX 76118			
DESCRIPTION	COST PER SERVICE	ESTIMATED ANNUAL FREQUENCY	TOTAL ANNUAL COST
Mulch-shrubs & beds, 1" thick	\$ 95. ⁰⁰	1	\$ 95. ⁰⁰
Weed clean shrub beds	\$ 23. ⁷⁵	2	\$ 47. ⁵⁰

TOTAL BID ITEM #9

\$ 142.⁵⁰

#10. Glenview Dr. Entry Median 8000 Block Glenview Dr., Richland Hills, TX 76118			
DESCRIPTION	COST PER SERVICE	ESTIMATED ANNUAL FREQUENCY	TOTAL ANNUAL COST
Prune shrubs and remove debris	\$ 16. ⁶⁵	2	\$ 33. ³⁰
Mulch shrub beds 1" thick	\$ 47. ⁵⁰	2	\$ 95. ⁰⁰
Weed clean shrub beds	\$ 23. ⁷⁵	2	\$ 47. ⁵⁰

TOTAL BID ITEM #10

\$ 175.⁸⁰

#11. Well Yards Rena Dr; Booth Pl; Evergreen Rd; Spruce Pk; Wesley Way; Scruggs Dr; and London Ln. Richland Hills, TX 76118			
DESCRIPTION	COST PER SERVICE	ESTIMATED ANNUAL FREQUENCY	TOTAL ANNUAL COST
Vine Removal	\$ 47. ⁵⁰	1	\$ 47. ⁵⁰

TOTAL BID ITEM #11 \$ 47.⁵⁰

#12. Scruggs Median; Handley-Ederville Monument Sign; Richland Hills, TX 76118			
DESCRIPTION	COST PER SERVICE	ESTIMATED ANNUAL FREQUENCY	TOTAL ANNUAL COST
Prune shrubs and trees at Handley Ederville Rd. monument sign and Scruggs Median	\$ 20. ⁷⁹	4	\$ 83. ¹⁶

TOTAL BID ITEM #12 \$ 83.¹⁶

#13. City Monument Sign Handley-Ederville Rd. @ TRE Station, Richland Hills, TX 76118			
DESCRIPTION	COST PER SERVICE	ESTIMATED ANNUAL FREQUENCY	TOTAL ANNUAL COST
Prune shrubs and remove debris	\$ 23.75	2	\$ 47.50

TOTAL BID ITEM #13

\$ 47.50

#14. El Chico ROW & Monument Sign Baker Blvd. & Booth Calloway Rd, Richland Hills, TX 76118			
DESCRIPTION	COST PER SERVICE	ESTIMATED ANNUAL FREQUENCY	TOTAL ANNUAL COST
Seasonal Color Change – 80 plants	\$ 83.60	2	\$ 167.20
Mulch-shrubs & beds, 1" thick	\$ 47.50	2	\$ 95.00
Prune shrubs & remove debris	\$ 23.75	4	\$ 95.00
Bed weeding	\$ 9.95	3	\$ 29.85

TOTAL BID ITEM #14

\$ 387.05

#15. Inspection of Irrigation System	COST PER SERVICE	ESTIMATED ANNUAL FREQUENCY	TOTAL ANNUAL COST
Inspection of irrigation systems.	\$ 218. ⁵⁰	2	\$ 437. ⁰⁰

TOTAL BID ITEM #15

\$ 437.⁰⁰

NOTE: Additional work not listed in the contract may be required by the city and therefore an hourly labor cost is required to be included. Equipment and material costs will be agreed upon between the Contractor and the city.

#1 Miscellaneous - Hourly Labor Costs	COST PER HOUR
Licensed Irrigator	\$ 65. ⁰⁰
General Maintenance Operator to include equipment. (Mow, weed, edge, trim, plant, debris removal, etc.)	\$ 38. ⁰⁰
General Maintenance Laborer -no mowing equipment	\$ 30. ⁰⁰
*All materials will be an additional cost to be determined between the City and the Contractor.	

TOTAL BASE BID FOR ANNUAL LANDSCAPE MAINTENANCE COSTS (ITEMS #1-#15):

\$ 5577.⁴¹

**STANDARD FORM OF AGREEMENT
BETWEEN THE CITY OF RICHLAND HILLS AND CONTRACTOR
LANDSCAPE MAINTENANCE**

THIS AGREEMENT is dated as of the 1st day of January in the year 2014 by and between the City of Richland Hills (hereinafter called OWNER) and TruGreen LandCare LLC

of the City of Grand Prairie, County of Tarrant, State of Texas
(Hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

The PROJECT for the Work detailed under the Contract Documents (see Article 7 of this Agreement for items included in the "Contract Documents") is generally identified as following:

LANDSCAPE MAINTENANCE

Article 2. CONTRACT TIME.

- 2.1. The annual contract period will coincide with the city fiscal year of October through September. The current contract will commence on **January 1, 2014 and continue through September 30, 2014.**
- 2.2. This contract, at the City's option, shall be renewable for four (4) additional twelve (12) month periods

Article 3. CONTRACT PRICE.

- 3.1. OWNER shall pay CONTRACTOR the prices in CONTRACTOR'S bid quote plus additional work performed when authorized by OWNER. Additional work shall be paid based on the agreed price between the Contractor and the city.

Article 4. PAYMENT PROCEDURES.

- 4.1. Payment to CONTRACTOR will be after satisfactory completion of schedule cleaning or OWNER authorized cleaning and receipt of invoice or other billing instrument used by CONTRACTOR. All charges are to be less sales tax, as OWNER is tax exempt.

Article 5. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this agreement CONTRACTOR makes the following representations:

- 5.1. CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work to be performed, site locality, tests, reports, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

- 5.2. CONTRACTOR has correlated the results of all such observations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- 5.3. CONTRACTOR has given OWNER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution by OWNER is acceptable to CONTRACTOR.

Article 6. MISCELLANEOUS.

- 6.1. ASSIGNMENTS: No assignments by a party hereto of any rights under or interest in the Contract Documents will be binding on another party hereto without written consent of the party sought to be bound; and specifically but without limitation moneys that may come due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may limited by law), and unless specifically stated to the contrary in any written consent to an assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 6.2. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.
- 6.3. TERMINATION: OWNER may terminate the Contract by giving CONTRACTOR thirty (30) days notice in writing. Contractor may terminate the contract by giving the Owner thirty (30) days prior written notification of such termination. Upon delivery of such notice by OWNER to CONTRACTOR, CONTRACTOR shall discontinue all services in connection with the performance of the Contract and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Contract. As soon as practicable after receipt of notice of termination, CONTRACTOR shall submit a statement, showing in detail the services performed under this Contract to the date of the termination. OWNER shall then pay CONTRACTOR that portion of the prescribed charges which the services actually preformed under this Contract bear to the total services called for under this Contract less such payments on account of the changes as have been previously made. Copies of all completed designs, plans and specifications prepared under this Contract shall be delivered to OWNER when and if this Contract is terminated.
- 6.4. CLEANUP:
N/A
- 6.5. SUBCONTRACTING:
1. CONTRACTOR may utilize the services of specialty subcontractors on those parts of the work, which, under normal contracting practices, are performed, by specialty subcontractors.
 2. CONTRACTOR shall not award any work to any subcontractor until CONTRACTOR submits to OWNER a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as OWNER may require.
 3. CONTRACTOR shall be as fully responsible to OWNER for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

4. CONTRACTOR shall have a person that is on his payroll and with the authority to make decisions, on site at all times.
5. Nothing contained in this Contract shall create any contractual relation between any subcontractor and OWNER. CONTRACTOR is an independent contractor.
- 6.6. PERMITS AND LICENSES: CONTRACTOR shall procure at his expense all permits and licenses necessary, pay all charges and fees and give all notices necessary and incident to the prosecution of the work. Fees, except for special licensing, such as Master Electrician, etc., will be waived for required City permits.
- 6.7. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE: CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin, or disability. CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, sex, religion, national origin, or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotions or transfers, recruitment or recruitment advertising, layoffs, or terminations, rates of pay, or other forms of compensation, selection of training, including apprenticeship, and participating in recreational and education activities. CONTRACTOR will in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, sex, religion, national origin, or disability. CONTRACTOR will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this contract. Such provisions shall not apply to contracts for standard commercial supplies or raw materials.
- 6.8. INSURANCE: Within ten (10) days of execution of this Contract, and before CONTRACTOR begins providing this service, CONTRACTOR must provide OWNER with proof of insurance as defined in the Contract Documents.
- 6.9. SAFETY: CONTRACTOR shall comply with all Occupational Safety and Health Act (OSHA) standards and any other Federal, State or Local rules and regulations applicable to construction and/or maintenance activities in the State of Texas. City Personnel or any supervisor may, but are not required to, order that the work be stopped if a condition of immediate danger is found to exist. Nothing contained herein shall be construed to shift responsibility or risk or loss for injuries or damage sustained as a result of a violation of these safety articles from CONTRACTOR to the City of Richland Hills. CONTRACTOR shall remain solely and exclusively responsible for compliance with all safety requirements and for the safety of all persons and property at the project site.

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in the year and day I first above written.

OWNER:

CONTRACTOR:

CITY OF RICHLAND HILLS

Party of the First Part (OWNER)

TRUGREEN LANDSCAPE LLC

Party of the Second Party (CONTRACTOR)

By Bill Agan
(Signature)

By David Lowe
(Signature)

Bill Agan
(Print Name)

David Lowe
(Print Name)

Mayor
(Title)

Branch Mgr.
(Title)



ATTEST:
Linda Cantu
Linda Cantu, City Secretary

ATTEST:

SECTION IV

ATTACHMENTS

ATTACHMENT I

REFERENCES

Each Bidder is to provide a minimum of three (3) verifiable references in which the Bidder has provided this or a similar service.

Company Name: City of Hurst

Address: 2003 Princeton Lane Rd, Hurst TX

Contact Person: Charlie Naege

Telephone #: (817) 991-6030

Service Provided by Reference: _____

Company Name: City of Duncanville

Address: 203 E. Wheatland Rd, Duncanville TX

Contact Person: Tim Hamilton

Telephone #: (972) 780-5072

Service Provided by Reference: _____

Company Name: City of Burleson

Address: 711 Business Park, Burleson TX

Contact Person: Johnny West

Telephone #: (817) 426-9297

Service Provided by Reference: _____

ATTACHMENT II

INSURANCE

SECTION A. Prior to the approval of this contract by the City, the Contractor shall furnish a completed Insurance Certificate to the City, which shall be completed by an agent authorized to bind the named underwriter(s) to the coverages, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. THE CITY SHALL HAVE NO DUTY TO PAY OR PERFORM UNDER THIS CONTRACT UNTIL SUCH CERTIFICATE SHALL HAVE BEEN DELIVERED TO THE CITY.

INSURANCE COVERAGE REQUIRED

SECTION B. The City reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverages and their limits when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, or the claims history of the industry.

SECTION C. Subject to the Contractor's right to maintain reasonable deductibles in such amounts as are approved by the City, the Contractor shall obtain and maintain in full force and effect for the duration of this contract, and any extension hereof, at the Contractor's sole expense, insurance coverage written by companies approved by the State of Texas and acceptable to the City, in the following type(s) and amount(s):

	TYPE	AMOUNT
1.	Workers' Compensation and Employer's Liability	Statutory \$100,000/500,000/100,000

	TYPE	AMOUNT
2.	Commercial General (Public) Liability insurance including coverage for the following: a. Premises Operations b. Independent contractors c. Products/completed operations d. Personal injury e. Advertising injury f. Contractual liability	Combined single limit for bodily injury and property damage in the amount of \$500,000 per occurrence or its equivalent.

g. Medical payments	
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	TYPE	AMOUNT
3.	Comprehensive Automobile insurance, including coverage for loading and unloading hazards, for: a. Owned/leased vehicles b. Non-owned vehicles c. Hired vehicles	Combined single limit for bodily injury and property damage in the amount of \$500,000 per accident or its equivalent.

ADDITIONAL POLICY ENDORSEMENTS

The City shall be entitled, upon request, and without expense, to receive copies of the policies and all endorsements thereto and may make any reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any of such policies). Upon such request by the City, The Contractor shall exercise reasonable efforts to accomplish such changes in policy coverages, and shall pay the cost thereof.

REQUIRED PROVISIONS

The Contractor agrees that with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, on the certificate or its attachment, the following required provisions:

- a. Name the City of Richland Hills and its officers, employees, and representatives as additional insured's, (as the interest of each insured may appear) as to all applicable coverage;
- b. Provide for 30 days notice to the City for cancellation, non-renewal, or material change;
- c. Provide for notice to the City at the two addresses shown below by registered mail;
- d. The Contractor agrees to waive subrogation against the City of Richland Hills, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance;

- e. Provide that all provisions of this agreement concerning liability, duty, and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.
- f. All copies of the Certificates of Insurance shall reference the project name or bid number for which the insurance is being supplied.

NOTICES

The Contractor shall notify the City in the event of any change in coverage and shall give such notices not less than 30 days prior to the change, which notice must be accompanied by a replacement CERTIFICATE OF INSURANCE.

All notices shall be given to the City at the following address:

Public Works Department
City of Richland Hills
3200 Diana Dr.
Richland Hills, TX 76118

City Secretary
City of Richland Hills
3200 Diana Dr.
Richland Hills, TX 76118

SECTION D. Approval, disapproval, or failure to act by the City regarding any insurance supplied by the Contractor shall not relieve the Contractor of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency, or denial of liability by the insurance company exonerate the Contractor from liability.

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

FORM CIQ

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person doing business with local governmental entity.

TRUGREEN LANDSCAPE

2

Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3

Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

NONE

4

Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

NONE