

Office Scott Mitchell, Director of Neighborhood Services

Memorandum

To: Honorable Mayor Bill Agan and members of the Richland Hills City Council
From: Scott Mitchell, Director of Neighborhood Services
Date: September 24, 2013
Subject: Landscape Contract Renewal

Council Action Requested:

Approve contract fourth year option to renew the current landscape contract with TruGreen Landcare for landscape maintenance services.

Background Information:

The City of Richland Hills entered into contract with TruGreen Landcare in October 2010 for annual landscape maintenance services in the amount of \$66,217.00 per yr. Article 2, Section 2.2 of the contract allows the City the option to renew the contract for four (4) additional twelve (12) month periods. Staff recommends the city accept the option to renew the annual contract with TruGreen Landcare for a final twelve month period in the amount of \$66,217.00. The city will re-bid the contract in FY14-15.

Board/Citizen Input:

None

Financial Impact:

Landscape Maintenance budget

Staff Contacts:

Scott Mitchell, Director of Neighborhood Services
817-616-3771
smitchell@richlandhills.com

Attachments: 2010 TruGreen Landcare Landscape Maintenance Contract
2010 TruGreen Landcare Standard Form of Agreement

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

THIS AGREEMENT is dated as of the 1st day of November in the year 2010 by and between the City of Richland Hills (hereinafter called OWNER) and Trugreen Landcare

of the City of Richland Hills, 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 SERVICES

Article 2. CONTRACT TIME.

- 2.1. This contract will be for a twelve (12) month period effective the date of award.
- 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. 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 performed 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:

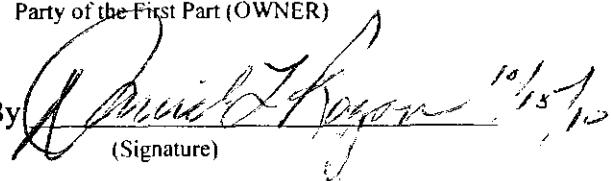
CONTRACTOR:

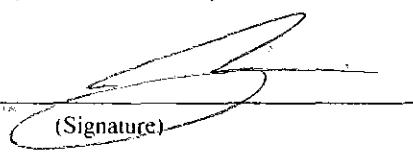
CITY OF RICHLAND HILLS

Party of the First Part (OWNER)

TroGreen Landcare

Party of the Second Party (CONTRACTOR)

By 
(Signature) ^{10/15/13}

By 
(Signature)

DAVID L. RAGAN
(Print Name)

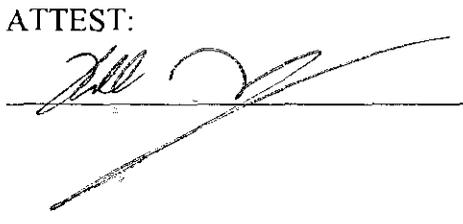
MIKE MURPHY
(Print Name)

MAYOR
(Title)

Branch Manager
(Title)

ATTEST:

Linda Cantu, City Secretary

ATTEST:


THE CITY OF RICHLAND HILLS, TEXAS



CONTRACT DOCUMENTS AND SPECIFICATIONS

LANDSCAPE MAINTENANCE SEPTEMBER 2010

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

MAYOR

David L. Ragan

CITY COUNCIL

PLACE 1: James Blyn

PLACE 2: Kenny Davis, Mayor Pro-Tem

PLACE 3: Andy Baugh

PLACE 4: Ricky Head

PLACE 5: Larry Mars

CITY MANAGER

James Quin

PUBLIC WORKS DIRECTOR

Michael H. Barnes, P.E.

EXECUTED

10-15-2010

Mayor, David Ragan

Michael H. Barnes 9-17-10

Michael H. Barnes, P.E.

Date

BASE BID PROPOSAL

#1. Cost to Maintain 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	\$ 53	36	\$ 1908
Fertilizer Applications	\$ 74	2	\$ 148
Pre-emergent Applications	\$ 74	1	\$ 74
Post-emergent Applications	\$ 74	1	\$ 74
Seasonal Color Change – 80 plants	\$ 118	2	\$ 236
Mulch-shrubs & beds, 1" thick	\$ 45	2	\$ 90
Prune shrubs & remove debris	\$ 22	4	\$ 88
Fire ant control	\$ 25	2	\$ 50
Bed weeding	\$ 25	3	\$ 75

TOTAL BID ITEM #1

\$ 2743.00

#2. Cost to Maintain 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	\$ 50	36	\$ 1800
Fertilizer Applications	\$ 48	2	\$ 96
Pre-emergent Applications	\$ 48	1	\$ 48
Post-emergent Applications	\$ 48	1	\$ 48
Seasonal Color Change - 250 plants	\$ 180	2	\$ 360
Mulch-shrubs & beds, 1" thick	\$ 45	2	\$ 90
Prune shrubs & remove debris	\$ 22	4	\$ 88
Fire ant control	\$ 25	2	\$ 50
Bed weeding	\$ 45	3	\$ 135

TOTAL BID ITEM #2

\$ 2715.00 ✓

#3. Cost to Maintain 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	\$ 50	36	\$ 1800
Fertilizer Applications	\$ 46	2	\$ 92
Pre-emergent Applications	\$ 46	1	\$ 46
Post-emergent Applications	\$ 46	1	\$ 46
Mulch-shrubs & beds, 1" thick	\$ 45	2	\$ 90
Prune shrubs & remove debris	\$ 22	4	\$ 88
Fire ant control	\$ 25	2	\$ 50
Bed weeding	\$ 20	3	\$ 60

TOTAL BID ITEM #3

\$ 2272.00 ✓

#4. Cost to Maintain Community Board Room and 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	\$ 50	36	\$ 1800
Fertilizer Applications	\$ 27	2	\$ 54
Pre-emergent Applications	\$ 27	1	\$ 27
Post-emergent Applications	\$ 27	1	\$ 27
Mulch-shrubs & beds, 1" thick	\$ 45	2	\$ 90
Prune shrubs & remove debris	\$ 22	4	\$ 88
Fire ant control	\$ 25	2	\$ 50
Bed weeding	\$ 90	3	\$ 270

TOTAL BID ITEM #4

\$ 2406.⁰⁰ ✓

**#5. Cost to Maintain Fire Department and 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	\$ 107	36	\$ 3852
Fertilizer Applications	\$ 55	2	\$ 110
Pre-emergent Applications	\$ 55	1	\$ 55
Post-emergent Applications	\$ 55	1	\$ 55
Mulch-shrubs & beds, 1" thick	\$ 70	2	\$ 140
Prune shrubs & remove debris	\$ 44	4	\$ 176
Fire ant control	\$ 25	2	\$ 50
Bed weeding	\$ 44	3	\$ 132

TOTAL BID ITEM #5

\$ 4570.⁰⁰ ✓

#6. Cost to Maintain 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	\$ 50	36	\$ 1800
Fertilizer Applications	\$ 43	2	\$ 86
Pre-emergent Applications	\$ 43	1	\$ 43
Post-emergent Applications	\$ 43	1	\$ 43
Seasonal Color Change – 80 plants	\$ 118	2	\$ 236
Mulch-shrubs & beds, 1" thick	\$ 45	2	\$ 90
Prune shrubs & remove debris	\$ 15	4	\$ 60
Fire ant control	\$ 25	2	\$ 50
Bed weeding	\$ 90	3	\$ 270

TOTAL BID ITEM #6

\$ 2678.⁰⁰ ✓

#7. Cost to Maintain 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	\$ 63	36	\$ 2268
Fertilizer Applications	\$ 79	2	\$ 158
Pre-emergent Applications	\$ 79	1	\$ 79
Post-emergent Applications	\$ 79	1	\$ 79
Seasonal Color Change – 100 plants	\$ 147	2	\$ 294
Mulch-shrubs & beds, 1" thick	\$ 25	2	\$ 50
Prune shrubs & remove debris	\$ 22	4	\$ 88
Fire ant control	\$ 25	2	\$ 50
Bed weeding	\$ 50	3	\$ 150

TOTAL BID ITEM #7

\$ 3216.⁰⁰ /

October 1, 2013
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**#8. Cost to Maintain 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	\$ 160	36	\$ 5760
Prune shrubs & remove debris	\$ 125	2	\$ 250
Mulch-shrubs & beds, 1" thick	\$ 88	1	\$ 88
Weeding cleaning shrub beds	\$ 25	2	\$ 50

TOTAL BID ITEM #8

\$ 6148.⁰⁰ ✓

**#9. Cost to Maintain 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	\$ 68	36	\$ 2448
Mulch-shrubs & beds, 1" thick	\$ 50	1	\$ 50
Weeding cleaning shrub beds	\$ 25	2	\$ 50

TOTAL BID ITEM #9

\$ 2548.⁰⁰

#10. Cost to Maintain 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	\$ 50	36	\$ 1800
Fertilize Shrub Area Only	\$ 77	2	\$ 154
Pre-emergent Application -Shrub Area Only	\$ 77	1	\$ 77
Post-emergent Application -Shrub Area Only	\$ 77	1	\$ 77
Prune shrubs and remove debris	\$ 22	2	\$ 44
Mulch shrub beds 1" thick	\$ 25	2	\$ 50
Weed clean shrub beds	\$ 25	2	\$ 50

TOTAL BID ITEM #10

\$ 2252.⁰⁰

#11. Cost to Maintain 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.	\$ 122	27	\$ 3294

TOTAL BID ITEM #11

\$ 3294.⁰⁰ V

**#12. Cost to Maintain 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.	\$ 122	27	\$ 3294

TOTAL BID ITEM #12

\$ 3294.⁰⁰ ✓

**#13. Cost to Maintain 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.	\$ 122	27	\$ 3294

TOTAL BID ITEM #13

\$ 3294.⁰⁰ ✓

**#14. Cost to Maintain 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.	\$ 370	27	\$ 9990

TOTAL BID ITEM #14

\$ 9990.⁰⁰ ✓

#15. Cost to Maintain 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.	\$ 185	27	\$ 4995
Vine Removal	\$ 50	1	\$ 50

TOTAL BID ITEM #15

\$ 5045.⁰⁰ ✓

#16. Cost to Maintain 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	\$ 180	27	\$ 4860
Prune shrubs and trees at Handley Ederville Rd. monument sign and Scruggs Median	\$ 35	4	\$ 140

TOTAL BID ITEM #16

\$ 5000.⁰⁰ ✓

**#17. Cost to Maintain 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	\$ 25	27	\$ 675
Prune shrubs and remove debris	\$ 25	2	\$ 50

TOTAL BID ITEM #17

\$ 725.⁰⁰ ✓

**#18. Cost to Maintain 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	\$ 78	36	\$ 2808
Fertilizer Applications	\$ 40	2	\$ 80
Pre-emergent Applications	\$ 40	1	\$ 40
Post-emergent Applications	\$ 40	1	\$ 40
Seasonal Color Change - 80 plants	\$ 118	2	\$ 236
Mulch-shrubs & beds, 1" thick	\$ 75	2	\$ 150
Prune shrubs & remove debris	\$ 22	4	\$ 88
Fire ant control	\$ 25	2	\$ 50
Bed weeding	\$ 25	3	\$ 75

TOTAL BID ITEM #18

\$ 3567.⁰⁰ ✓

#19 Annual Inspection of Irrigation System	COST PER SERVICE	ESTIMATED ANNUAL FREQUENCY	TOTAL ANNUAL COST
Annual inspection of irrigation systems.	\$ 230	2	\$ 460

TOTAL BID ITEM #19

\$ 460.00

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.

#20 Miscellaneous - Hourly Labor Costs	COST PER HOUR
Licensed Irrigator	\$ 65.00
General Maintenance Operator to include mowing equipment. (Mow, weed, edge, trim, plant, debris removal, etc.)	\$ 27.00
General Maintenance Laborer -no mowing equipment	\$ 27.00
*All materials will be an additional cost to be determined between the City and the Contractor.	

TOTAL BASE BID FOR ANNUAL MAINTENANCE COSTS (ITEMS #1-#19):

\$ 66,217.00
(Also, Place Cost on Cover Page)

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

Addendum No. 1 Date Received _____ 2010
 Addendum No. 2 Date Received _____ 2010
 Addendum No. 3 Date Received _____ 2010

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:

TovGreen Landcare

Address:

255D Berner
Ft. Worth, Tx 76111

Phone:

817-740-9792

Fax:

817-740-0551

SEAL
If Bidder is
Corporation

Submitted By

Mike Murphy

Print Name (Corporation) (Co-Partnership) (Individual)

Doing Business As _____