REQUEST FOR PROPOSAL NO. 2021-02
LAWN MAINTENANCE CONTRACT FOR
VARIOUS CITY PROPERTIES AND HWY 90 MEDIAN

Sealed proposals will be received no later than:

2**:00 P.M., TUESDAY April 20, 2021**

Mark Envelope: **"PROPOSAL NO. 2021-02"**

Return Envelope To: The City Secretary's Office
The City of Liberty
1829 Sam Houston
Liberty, Texas 77575

For: **Lawn Maintenance Contract For City Facilities**

Bids To Be Opened: City of Liberty
City Council Chambers
1829 Sam Houston
Liberty, Texas 77575

Proposals will be received until this time and will be publicly opened and read aloud. You are invited to attend the proposal opening. Any proposals received after closing time will be returned unopened. Proposals will be presented to the City Council for consideration at a meeting to be held May 11, 2021.

For further information and specifications, contact the Purchasing Agent, 1100 North Main, Liberty, Texas 77575, (936) 336-3684.

The City of Liberty, Texas reserves the right to reject any or all proposals or to waive any or all formalities in this process.

_____
April Gilliland
The City Secretary

Publish Dates:
April 1, 2021
April 8, 2021

CITY OF LIBERTY, TEXAS
REQUEST FOR PROPOSAL NO. 2021-02
ANNUAL LAWN MAINTENAANCE CONTRACT FOR
VARIOUS CITY PROPERTIES AND HWY 90 MEDIAN

SCOPE

The City of Liberty, Texas, seeks competitive sealed proposals for a Lawn Maintenance Services Contract for multiple properties identified in Section III, Locations. **Proposals are due in the office of the City Secretary, no later than 2:00 p.m., Tuesday April 20, 2021.**

EVALUATION CRITERIA

1. Experience, including but not limited to the number and size of previous projects of the type outlined in Section II. Specifications, projects located in this region, and extent of experience in project management.

2. Work performance, including but not limited to past projects completed on schedule and quality of work produced.

3. Price per lawn maintenance service as furnished on Bid Form.

GENERAL TERMS AND CONDITIONS

1. The City of Liberty will accept sealed proposals Monday through Friday, 8:00 a.m. – 5:00 p.m. in the office of the City Secretary. **Proposals must be received in the City Secretary's office before 2:00 p.m. on Tuesday April 20, 2021**. Proposals will be publicly opened and read aloud. All proposals should be submitted on the original forms provided, **with one copy**. Each proposal must be submitted in a sealed envelope and properly marked, "**RFP NO. 2021-02: Annual Lawn Maintenance Contract."**

2. Late proposals properly identified will be UNOPENED. Late proposals will not be considered under any circumstance.
3. Proposals CANNOT be altered or amended after opening time. Any alterations made before opening time must be initialed by bidder or his authorized agent. No proposal may be withdrawn after opening without approval, and based on a written acceptable reason.
4. A proposal may not be withdrawn or cancelled by the bidder without permission of the City of Liberty for a period of sixty (60) days following the date designated for the receipt and opening of proposals, and bidder so agrees upon submittal of their proposal.
5. The City of Liberty reserves the right to revise or amend the specifications prior to the date set for opening proposals. Such revisions or amendments, if any, will be announced by amendments or addendum to these specifications. Copies of such amendments or addendum so issued will be furnished to all prospective bidders. If bidder demonstrates just reason for a change, the City of Liberty must have notice of at least five working days prior to proposal opening date.

6. Should bidder find discrepancies in or omissions from the specifications or other documents or be in doubt as to their meaning, bidder should at once notify the Purchasing Department and obtain clarification prior to submitting proposal.
7. The City of Liberty is exempt from taxes. DO NOT INCLUDE TAX IN PROPOSAL.
8. Bidder MUST give full name and address. FAILURE TO MANUALLY SIGN PROPOSAL SHALL DISQUALIFY IT. Person signing proposal should show TITLE or AUTHORITY TO BIND HIS FIRM IN A CONTRACT.
9. QUOTE F.O.B. destination. Price should include all costs including shipping, handling, and other related costs. Bid unit price on quantity specified—extend and show total. In case of errors in extension, UNIT prices shall govern. Bids subject to unlimited price increases will not be considered.
10. Any catalog, brand name or manufacture's reference used in bid invitation is descriptive—NOT restrictive—it is to indicate type and quality desired. Bids on brands of like nature and quality will be considered. All items bid shall be new, in first class condition and manufacturer's latest model and design including containers suitable for shipment and storage, unless otherwise indicated in bid invitation. Verbal agreements to the contrary will not be recognized.
11. The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
12. All bidders must meet or exceed the minimum specifications to be considered as a valid bid. The City of Liberty reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid to best serve the interests of the City of Liberty.
13. NO substitutions or cancellations permitted without written approval of the City of Liberty.
14. The successful bidder shall comply with all applicable federal, state, and local laws and regulations pertaining to the practice of the profession and the execution of duties under this bid.
15. This proposal, when properly accepted by the City of Liberty, shall become binding on the bidder and attached to the contract between the parties.
16. The City of Liberty reserves the right to award cancelled contracts to the next lowest and best bidder as it deems to be in the best interest of the City.
17. 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. The City of Liberty Purchasing Agent will make all change orders to the contract in writing.
18. Conflict of Interest: No public official shall have interest in this contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.
19. Ethics: The bidder shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the City of Liberty.
20. The Contractor/Supplier agrees to protect the City of Liberty from claims involving infringement of patents or copyrights.
21. Successful bidder shall defend, indemnify and save harmless the City of Liberty and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages

received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder indemnifies and will indemnify and save harmless the City of Liberty from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful bidder shall pay any judgment with costs that may be obtained against the City of Liberty growing out of such injury or damages.

22. Venue: Any litigation arising out of disputes pertaining to any items listed or implied in this contract or as they pertain to work performed shall be within the Liberty County District Court, Liberty County, Texas.
23. The City of Liberty shall pay for the product/service within thirty (30) days of receipt and acceptance.
24. Inspections and Testing: All goods and services are subject to inspection and testing by the City of Liberty. Authorized City of Liberty personnel shall have access to a vendor's place of business for the purpose of inspecting contracted merchandise. Goods, which have been delivered and rejected in whole or in part, may be, at the City of Liberty's option, returned to the vendor at vendor's risk and expense or disposed of. The vendor may request that goods be held at vendor's risk for a reasonable period of time for later disposition at the vendor's expense. Latent defects may result in revocation of acceptance of any product.
25. The rule of construction that ambiguities in a document will be construed against the party who drafted it will not be applied in interpreting this contract against the City of Liberty.

STATEMENT OF QUALIFICATIONS

Please answer the following questions regarding your company's past performance on similar projects.

Number of years in business: _____

Number of personnel employed: Part-Time: _____ Full-Time: _____

List three contracts of this type/size your firm completed within the last three years:

Company Name & Contact Person	**Address**
Telephone Number	**Project Date**
Project Description	
Company Name & Contact Person	**Address**
Telephone Number	**Project Date**
Project Description	
Company Name & Contact Person	**Address**
Telephone Number	**Project Date**
Project Description	

CITY OF LIBERTY
LAWN MAINTENANCE CONTRACT
REQUEST FOR PROPOSALS

SECTION I

G E N E R A L P R O V I S I O N S

The General provisions apply to each contract(s) and properties included in the proposal, unless specifically excluded in the area description/requirements.

1. MATERIALS, LABOR AND EQUIPMENT

The Contractor shall provide all materials, labor, and equipment necessary to perform the specifics of this contract and ensure that all properties are kept in a neat appearance. As the properties are high profile areas, the properties are required to be maintained weekly throughout the terms of the contract.

The Contractor shall perform the operations provided for in these specifications in a manner that will promote the continued life and healthy growth of all plants.

2. MINIMUM CONTRACTOR QUALIFICATIONS

Due to the requirements of this contract and the highly visible location of the project areas, the City is seeking a contractor who has training and expertise in lawn maintenance, including seeding methods, chemical application methods for herbicides, pesticides and fungicides, and knowledge of insect and disease problems.

The Contractor shall be qualified to maintain lawn and plant areas and shall meet the following criteria.

- Texas Pesticide Applicators License
- A minimum of two-year experience maintaining and installing turf areas on commercial sites.

3. INSURANCE AND LICENSE

A. Contractor shall provide workers' compensation coverage for all employees through group coverage or other method satisfactory to the City and at levels in compliance with state law. Contractor shall provide proof of said coverage by a certificate from the workers' compensation coverage provider which includes a statement that the coverage will not be canceled without at least 30-day notice to the City. Contractor shall provide copies of said certificates to the City.

B. Contractor shall require all subcontractors to provide like workers' compensation coverage to all subcontractors' employees and shall require all subcontractors to provide certificates from their workers' compensation coverage carriers to the Contractor certifying coverage and stating that the coverage will not be cancelled without at least 30-day notice to the City. Contractor shall provide copies of said certificates to the City.

C. Contractor shall purchase and keep in full force and effect during the entire duration of the work contemplated by this Contract an insurance policy issued by a company or companies licensed and qualified to do business in the State of Texas, with terms and conditions satisfactory to the City, as follows:

Comprehensive General Liability in amount no less than:

Bodily Injury	$300,000 per occurrence
Property Damage	$500,000 per occurrence
Auto	$500,000 per occurrence
Excess Liability/Umbrella Coverage	$5,000,000

D. Contractor shall provide the City with a Certificate of Insurance naming the City as additionally insured and reflecting the referenced coverage and stating that the coverage will not be canceled without at least 30-day notice to the City.

4. CONTRACT TIME AND COMPLETION DATE

The contract is proposed to go into effect June 1, 2021 and will end on June 1, 2023.

5. BASIS OF PAYMENT

The City of Liberty will pay the Contractor in equal bi-weekly installments billed in arrears for work completed. The first payment will be paid after the 1st or 15th of the month for work that has been completed and upon receipt of an invoice, at least three days prior to the 1st and 15th of the month, from the contractor. Payment will be rendered within 30 business days of receipt of invoice. The City of Liberty will routinely inspect the site to ensure compliance with the conditions of the contract.

6. REDUCTION IN PAY

The City will maintain a system for recording complaints concerning non-performance of work as specified. The City will communicate all the complaints to the Contractor and request the complaint be corrected. Failure to take corrective action within a reasonable time may result in the work being undertaken by others and the resulting cost charged to the Contractor. MORE THAN THREE (3) COMPLAINTS OF A SIMILAR NATURE WITHIN A TIME SPAN OF THIRTY (30) DAYS WILL BE DEEMED UNSATISFACTORY WORK PERFROMANCE.

If it determined by the City that the Contractor has failed to perform the work as specified, an amount proportionate to the related effort and/or expense may be deducted by the City from the Contractor's payment and the City, at its option, may impose a monetary penalty should failure to perform in accordance with the contract occur. Penalties will be imposed as follows:

Penalties for the above will be based on the hourly billing rate of the City employee(s) plus benefits assigned to perform the task(s) times the hour(s) required by City employee(s) to perform the task(s). If the work was just omitted, the deduction will be based on the weekly price of the work to be performed at that location

7. SUBLETTING OF CONTRACT

The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the contract or any portion thereof; or of his right, title, or interest therein, without prior written consent of the City of Liberty.

8. TRAFFIC CONTROL

Where high traffic situations exist, the Contractor will be required to maintain traffic on the roadway during maintenance and to provide, install and maintain all traffic control devices in accordance with Texas DOT Standards. The Contractor will furnish, erect, and remove necessary traffic control signs as required by Texas Law.

9. SAFETY REQUIREMENTS

The Contractor is solely responsible for meeting required safety policies. The contractor shall also provide necessary safety equipment (including but not limited to vests, hearing protection, safety glasses, and shoes).

10. EXTENSION OF CONTRACT

The City reserves the right to extend this contract through a written amendment.

11. CANCELLATION OF CONTRACT

A. The City, besides all other rights or remedies it may have, shall have the right to terminate this Agreement without cause upon ten (10) days' written notice from the Supervisor or City Manager to the Contractor of the City's election to do so. Furthermore, the City may immediately and without notice terminate this Agreement if the Contractor breaches this Agreement, which shall include, but not be limited to, the following:

A. By failing to pay insurance premiums, liens, claims or other charges;

B. By failing to complete an entire maintenance cycle as and when required in this Agreement;

C. By failing to pay any payments due the City, State or Federal Government from the Contractor or its principals, including, but not limited to, payments identified in this Agreement any taxes, fees, assessments, or liens;

D. On the institution of voluntary or involuntary bankruptcy proceeding against the Contractor;

E. By death of the Contractor, or dissolution of the Contracting firm or business;

F. By violation of any provision of this Agreement; and/or

G. By the abandonment or discontinuance of the Contractor's operations for a period of thirty (30) days. Should this occur, the City shall not be responsible for the custodial protection of merchandise, fixtures or equipment abandoned, even though it may be necessary for the City to remove the same for storage or disposal in its sole discretion.

B. Should the City, in its sole discretion, elect not to terminate this Agreement for failure to complete an entire maintenance cycle, the Contractor, recognizing that time is of the essence in this Agreement, hereby expressly agrees that his first failure to complete an entire mowing cycle will result in the forfeiture of a portion of the check or bond in an amount equal to that which was bid for the maintenance cycle and that his second such failure results in termination of this Agreement, at the election of the City. Both the Contractor and the City hereby agree that the Contractor is entitled to no payment for an incomplete cycle unless the direct and sole proximate cause of the Contractor's failure to complete the cycle is the City's termination

of this Agreement without cause. If the City terminates the Agreement without cause, the Contractor shall be entitled to payment for Work satisfactorily performed as of the date of the termination.

The contract may be cancelled by either party hereto upon a 60-day written notice from the City and a 180-day written notice from the bidder. The City may cancel the contract with a 30-day written notice if the contractor fails to meet the requirements of the contract or is negligent.

12. SPECIAL EVENTS SCHEDULING

The City has an annual festival, which is currently held on the fourth weekend in March. The City Hall, Library & Cultural Center facilities must be cut and trimmed the Wednesday and Thursday before the event. Unless otherwise stated herein, scheduling of work is at the discretion of the contractor.

13. MOWING

Turf areas will be mowed weekly at City Hall and once every two (2) weeks at all other locations during the normal growing season (March 1-October 31) and as otherwise needed to maintain a neat and uniform appearance. The lawn area is defined as the area between planting areas and the paved areas, or the areas between buildings and the paved areas. The grass will be maintained at a height of one and one half (1.5) to two and one half (2.5) inches unless otherwise requested by the Public Works Director or his designated representative.

14. TRIMMING

All immovable objects and areas that cannot be mowed will be trimmed at the same interval as the lawn area is mowed.

15. TRASH REMOVAL

All trash and other debris will be removed from all lawn areas weekly at City Hall and once every two (2) weeks at all other locations to maintain a neat appearance. The contractor shall be solely responsible for the disposal of the trash and debris removed. Trash shall be removed on a weekly basis, year-round. This trash and debris shall be transported off site and disposed of in a manner consistent with applicable laws and regulations.

16. LEAF REMOVAL

All leaves will be mulched or removed from turf areas, parking lots, alley ways, and sidewalks weekly at City Hall and once every two (2) weeks at all other locations during the fall season. The contractor shall be solely responsible for the disposal of the leaves removed. The leaves shall be transported off site and disposed of in a manner consistent with applicable laws and regulations. This does not apply to right of ways.

17. BARE SPOTS

All bare spots larger than 27 square foot will be prepared, seeded, and mulched with wheat straw in November and early May, or at other times as determined by the City.

18. HERBICIDE USE

Spring and fall preparation is to include herbicide application for pre- and post-emergent control of broad leaf weeds and weeds. The Contractor will be required to use pre- or post- emergent herbicides to eliminate any weed problems. The Contractor will be liable for damage to plants which result from the application of herbicides.

19. SPRAYING PESTICIDES/FUNGICIDES

The application of pesticides or fungicides may be necessary if turf areas become diseased, suffer from insect infestation, or suffer any other related problem. If the Contractor finds an insect or disease problem, the Contractor will meet with the City to determine corrective measures, including the application of pesticides or fungicides. The Contractor is required to have a pesticide applicators license. The City Hall, Library/Cultural Center, Fire Station and Police Station must be treated annually (and spot treated as needed) to prevent fire ants.

SECTION II

S C O P E O F T R E E A N D S H R U B M A I N T E N A N C E

The contractor will be responsible for trees, shrubs, and groundcover located in any maintained areas, unless otherwise specified. Plant beds are defined as the mulched area where trees, shrubs, and groundcover exist, and individual tree areas are defined as the mulched area around each individual tree.

1. PRUNING

All trees, shrubs, and groundcover in plant beds will be pruned as necessary for shaping, removing dead, diseased or damaged wood, water sprouts or suckering, or other corrective pruning. Crape myrtles will be pruned in January under the guidance and direction of a City representative.

2. EDGING

All plant beds will be edged with a trencher or other edging device approved by the City to create a uniform edge along the entire plant bed. A weed eater will not be used for edging. Edging will be performed ever mowing cycle and prior to mulching and. If additional edging is necessary, as determined by the City, the Contractor will edge plant beds.

3. TRIMMING

All signs, poles, trees, planter bed edges, obstacles, expansion joints, concrete/paver area, etc., shall be trimmed around with string trimmers. The turf shall be trimmed to the assigned mowing height. Care shall be used to avoid any injury to plant material. Trimming shall be completed concurrently with mowing on every mowing cycle.

4. PLANTER BED MAINTENANCE

The contractor shall remove all weeds from ground/cover shrub beds mowing each cycle. For the purposes of this contract, a weed shall be considered ”any undesirable or misplaced plant.” The frequency for planter bed maintenance shall be every mowing cycle.

5. MULCHING

All plant beds, natural areas, and individual trees will be given a new double shredded hardwood mulch application (or chipped bricks as needed) in January/February. Mulching requirements include 3-inch thick coverage over the entire plant bed square footage. Mulch will be pulled back from the base at the trunks of trees, shrubs and groundcover. Tree rings are not needed around trees. Install mulch at an even grade around individual trees. Once 3-inch coverage is established then maintain mulch with 1 -inch thick top dress.

6. WEEDING/HERBICIDE USE

All plant beds and individual tree areas will be weeded weekly at City Hall and once every two (2) weeks at all other locations by hand to maintain them weed free and with a neat appearance. The Contractor may need to use additional pre- or post-emergent herbicides or a gas-powered weed eater to eliminate any weed problems. Spring and fall preparation may include an herbicide application for pre- and post-emergent control. The Contractor will be liable for damage to plants which result from the application of herbicides.

7. SPRAYING PESTICIDES/FUNGICIDES

The application of pesticides or fungicides may be necessary if plants become diseased, suffer

from insect infestation, or suffer any other related problem. If the Contractor finds an insect or disease problem, the Contractor will meet with the City to determine corrective measures, including application of pesticides or fungicides. The Contractor is required to have a pesticide applicators license.

8. TRASH REMOVAL

All trash and other debris will be removed from all lawn areas weekly at City Hall and once every two (2) weeks at all other locations to maintain a neat appearance. The contractor shall be solely responsible for the disposal of the trash and debris removed. This trash and debris shall be transported off site and disposed of in a manner consistent with applicable laws and regulations.

9. LEAF REMOVAL

All leaves will be removed from turf areas, parking lots, alley way, and sidewalks weekly at City Hall and once every two (2) weeks at all other locations during the fall season. The contractor shall be solely responsible for the disposal of the leaves removed. The leaves shall be transported off site and disposed of in a manner consistent with applicable laws and regulations.

10. REMOVAL OF DEAD PLANT MATERIAL

The Contractor will remove all dead trees, shrubs or groundcover in late August, or at other times determined by the City.

11. REPLACEMENT PLANTS

The cost of replacing trees, shrubs, and groundcover which are not in a living, healthy condition or do not conform to the specifications contained in the "American Standard for Nursery Stock", or which have been damaged or stolen, are not included in this contract. If a plant needs to be replaced, the Contractor shall submit a cost estimate including labor and that estimate must be approved by the City prior to replacement. The City reserves the right to reject any unacceptable plant material.

Replacement plants shall be installed in accordance with current horticultural practices. The City will inspect all replacement plants for correct horticultural planting techniques. Prior to planting replacement plants, the City will visually inspect plant material for conformance with the specifications outlined in the "American Standard for Nursery Stock." Replacement plants are required to be guaranteed for three months.

Watering during the establishment period will be required at designated intervals. Replacement plants will be watered in by the Contractor, so that the root ball and soil around each plant is thoroughly saturated, at the time of initial planting and weekly at City Hall and once every two (2) weeks at all other locations thereafter for one month. Replacement plants will also be watered if a drought situation arises or other situation in which plants require water. Watering shall be performed in such a manner which will not cause holes or washes around the plant root system or damage to plants. Equipment for watering will be provided by the Contractor. Water can be provided by the City upon request.

M A T E R I A L S

1. FERTILIZER

The quality of all fertilizer and lime and all operations in connection with the application of fertilizer and lime shall comply with the with the rules and regulations, adopted by the Texas Department of Agriculture in accordance with the provisions of said law, in effect at the time of application.

2. HERBICIDES

All herbicides shall be properly labeled and registered with the United States Department of Agriculture and the Texas Department of Agriculture. A container shall contain only the herbicide which meets the analysis guaranteed on the label. All herbicides shall be kept in such original labeled containers until used. The Contractor is required to have a pesticide applicators license.

3. FESCUE TYPE TURF GRASS

Fescue type turf grass seed will be true to name and contain no weed or other seed types.

4. WATER

Water used in the planting or care of vegetation shall be free from oil, acids, alkalis, salts, or any other substance that is toxic and otherwise harmful to vegetation.

SECTION III - LOCATIONS

LIBERTY CITY HALL

Property is located at 1829 Sam Houston and is bounded by Sam Houston, Travis Trinity and Milam Streets.

SCOPE OF LAWN MAINTENANCE SERVICES

- Mowing Height: 1.5 to 2.5 inches
- Mowing Frequency: Weekly
- Mow to Pavement
- Edge Sidewalks
- Edge Curbs
- Edge All Structures
- Pick Up Litter Total Facility
- Edge Fence Inside and Out

1. SOIL SAMPLE AND FERTILIZATION

The Contractor will take soil samples to determine fertilizer needs. A copy of the soil sample report is required to be submitted to the City in September and March prior to fertilizing. All trees, shrubs, and groundcover are to be fertilized 2 times a year in April and October at the recommended rate and type from the soil sample report. A granular slow release fertilizer is recommended. Spring and fall fertilization is to include an herbicide for pre- and post-emergent control. The Contractor will meet with the City Representative at the time of fertilizer application to discuss fertilizer needs.

2. BARE SPOTS

All bare spots larger than 1 square foot will be prepared, seeded, and mulched with wheat straw in November and early May, or at other times as determined by the City.

3. PRUNING

All trees, shrubs, and groundcover in plant beds will be pruned as necessary for shaping, removing dead, diseased or damaged wood, water sprouts or suckering, or other corrective pruning. Crape myrtles will be pruned in January under the guidance and direction of a City representative.

4. EDGING

All plant beds will be edged with a trencher or other edging device approved by the City to create a uniform edge along the entire plant bed. A weed eater will not be used for edging. Edging will be performed at least 2 times during the contract. (1) January prior to mulching and (2) June. If additional edging is necessary as determined by the City, the Contractor will edge plant beds.

5. TRIMMING

All signs, poles, trees, planter bed edges, obstacles, expansion joints, concrete/paver area, etc., shall be trimmed around with string trimmers. The turf shall be trimmed to the assigned mowing height. Care shall be used to avoid any injury to plant material. Clippings and debris will be blown and/or picked up from the porches of buildings, walks, curbs, street, parking lots and other locations as necessary after mowing each week. Trimming shall be completed concurrently with

mowing on every mowing cycle.

6. PLANTER BED MAINTENANCE

The contractor shall remove all weeds from ground/cover shrub beds mowing each cycle. For the purposes of this contract, a weed shall be considered ”any undesirable or misplaced plant.” The frequency for planter bed maintenance shall be every mowing cycle

7. LEAF REMOVAL

All leaves will be removed from turf areas, parking lots, alley way, and sidewalks weekly during the fall season. The contractor shall be solely responsible for the disposal of the leaves removed. The leaves shall be transported off site and disposed of in a manner consistent with applicable laws and regulations.

8. MULCHING

All plant beds, natural areas, and individual trees will be given a new long leaf pine straw application in January/February and July/August timeframe. Mulching requirements include 3-inch thick coverage over the entire plant bed square footage. Mulch will be pulled back from the base at the trunks of trees, shrubs and groundcover. Tree rings are not needed around trees. Install pine straw around individual trees. Once 3-inch coverage is established then maintain mulch with at least 2-inch thick top dress.

9. WEEDING/HERBICIDE USE

All plant beds and individual tree areas will be weeded weekly by hand to maintain them weed free and with a neat appearance. The Contractor may need to use additional pre- or post-emergent herbicides or a gas-powered weed eater to eliminate any weed problems. Spring and fall fertilization is to include an herbicide application for pre- and post-emergent control. The Contractor will be liable for damage to plants which result from the application of herbicides.

10. PLANTERS (Planting Area)

If present, install seasonal annuals two times per year as follows: Install pansies early fall and remove late spring. Install summer annuals late spring and remove late fall.

11. REPLACEMENT PLANTS

The cost of replacing trees, shrubs, and groundcover which are not in a living, healthy condition or do not conform to the specifications contained in the “American Standard for Nursery Stock”, or which have been damaged or stolen, are not included in this contract. If a plant needs to be replaced, the Contractor shall submit a cost estimate including labor and that estimate must be approved by the City prior to replacement. The City reserves the right to reject any unacceptable plant material.

Replacement plants shall be installed in accordance with current horticultural practices. The City will inspect all replacement plants for correct horticultural planting techniques. Prior to planting replacement plants, the City will visually inspect plant material for conformance with the specifications outlined in the “American Standard for Nursery Stock.” Replacement plants are required to be guaranteed for three months.

Watering during the establishment period will be required at designated intervals. Replacement plants will be watered in by the Contractor, so that the root ball and soil around each plant is thoroughly saturated, at the time of initial planting and weekly thereafter for one month.
Replacement plants will also be watered if a drought situation arises or other situation in which plants require water. Watering shall be performed in such a manner which will not cause

holes or washes around the plant root system or damage to plants. Equipment for watering will be provided by the Contractor. Water can be provided by the City upon request.

12. DEBRIS/LITTER REMOVAL

All trash and other debris will be removed from all lawn areas weekly to maintain a neat appearance. The contractor shall be solely responsible for the disposal of the trash and debris removed. This trash and debris shall be transported off site and disposed of in a manner consistent with applicable laws and regulations

LIBRARY & CULTURAL CENTER

Property is located at 1710 Sam Houston and is bounded by Sam Houston, Milam, Austin Streets and the Union Pacific Railroad Tracks.

SCOPE OF LAWN MAINTENANCE SERVICES

- Mowing Height: 1.5 to 2.5 inches
- Mowing Frequency: Once every 2 weeks
- Mow to Pavement
- Edge Sidewalks
- Edge Trees
- Edge Curbs
- Edge All Structures
- Pick Up Litter Total Facility
- Mow to Railroad Track

1. BARE SPOTS

All bare spots larger than 50 square foot will be prepared, seeded, and mulched with wheat straw in November and early May, or at other times as determined by the City.

2. PRUNING

All trees, shrubs, and groundcover in plant beds will be pruned as necessary for shaping, removing dead, diseased or damaged wood, water sprouts or suckering, or other corrective pruning. Crape myrtles will be pruned in January under the guidance and direction of a City representative.

3. EDGING

All plant beds will be edged with a trencher or other edging device approved by the City to create a uniform edge along the entire plant bed. A weed eater will not be used for edging. Edging will be performed at least 2 times during the contract. (1) January prior to mulching and (2) June. If additional edging is necessary as determined by the City, the Contractor will edge plant beds.

4. TRIMMING

All signs, poles, trees, planter bed edges, obstacles, expansion joints, concrete/paver area, etc., shall be trimmed around with string trimmers. The turf shall be trimmed to the assigned mowing height. Care shall be used to avoid any injury to plant material. Clippings and debris will be blown and/or picked up from the porches of buildings, walks, curbs, street, parking lots and other locations as necessary after mowing once every 2 weeks. Trimming shall be completed concurrently with mowing on every mowing cycle.

5. PLANTER BED MAINTENANCE

The contractor shall remove all weeds from ground/cover shrub beds mowing each cycle. For the purposes of this contract, a weed shall be considered ”any undesirable or misplaced plant.” The frequency for planter bed maintenance shall be every mowing cycle

6. LEAF REMOVAL

All leaves will be removed from turf areas, parking lots, alley way, and sidewalks once every 2 weeks during the fall season. The contractor shall be solely responsible for the disposal of the leaves removed. The leaves shall be transported off site and disposed of in a manner consistent with applicable laws and regulations.

7. MULCHING

All plant beds, natural areas, and individual trees will be given a new long leaf pine straw application in January/February and July/August timeframe. Mulching requirements include 3-inch thick coverage over the entire plant bed square footage. Mulch will be pulled back from the base at the trunks of trees, shrubs and groundcover. Tree rings are not needed around trees. Install pine straw around individual trees. Once 3-inch coverage is established then maintain mulch with at least 2 inch thick top dress.

8. WEEDING/HERBICIDE USE

All plant beds and individual tree areas will be weeded once every 2 weeks by hand to maintain them weed free and with a neat appearance. The Contractor may need to use additional pre- or post-emergent herbicides or a gas-powered weed eater to eliminate any weed problems. Spring and fall fertilization is to include an herbicide application for pre- and post-emergent control. The Contractor will be liable for damage to plants which result from the application of herbicides.

9. PLANTERS (Planting Area)

If present, install seasonal annuals two times per year as follows: Install pansies early fall and remove late spring. Install summer annuals late spring and remove late fall.

10. REPLACEMENT PLANTS

The cost of replacing trees, shrubs, and groundcover which are not in a living, healthy condition or do not conform to the specifications contained in the "American Standard for Nursery Stock", or which have been damaged or stolen, are not included in this contract. If a plant needs to be replaced, the Contractor shall submit a cost estimate including labor and that estimate must be approved by the City prior to replacement. The City reserves the right to reject any unacceptable plant material.

Replacement plants shall be installed in accordance with current horticultural practices. The City will inspect all replacement plants for correct horticultural planting techniques. Prior to planting replacement plants, the City will visually inspect plant material for conformance with the specifications outlined in the "American Standard for Nursery Stock." Replacement plants are required to be guaranteed for three months.

Watering during the establishment period will be required at designated intervals. Replacement plants will be watered in by the Contractor, so that the root ball and soil around each plant is thoroughly saturated, at the time of initial planting and once every 2 weeks thereafter for one month.

Replacement plants will also be watered if a drought situation arises or other situation in which plants require water. Watering shall be performed in such a manner which will not cause holes or washes around the plant root system or damage to plants. Equipment for watering will be provided by the Contractor. Water can be provided by the City upon request.

11. DEBRIS/LITTER REMOVAL

All trash and other debris will be removed from all lawn areas once every 2 weeks to

maintain a neat appearance. The contractor shall be solely responsible for the disposal of the trash and debris removed. This trash and debris shall be transported off site and disposed of in a manner consistent with applicable laws and regulations

FIRE STATION

Property is located at 1912 Lakeland and includes the area bounded by Lakeland, the north property line, Cook Cemetery Road and the Police Department.

SCOPE OF LAWN MAINTENANCE SERVICES

- Mowing Height: 1.5 to 2.5 inches
- Mowing Frequency: Once every 2 weeks
- Mow to Pavement
- Edge Sidewalks
- Edge Curbs
- Edge All Structures
- Pick Up Litter in Mowing Area

1. BARE SPOTS

All bare spots larger than 50 square foot will be prepared, seeded, and mulched with wheat straw in November and early May, or at other times as determined by the City.

2. PRUNING

All trees, shrubs, and groundcover in plant beds will be pruned as necessary for shaping, removing dead, diseased or damaged wood, water sprouts or suckering, or other corrective pruning. Crape myrtles will be pruned in January under the guidance and direction of a City representative.

3. EDGING

All immovable objects, such as lamp posts, power poles sidewalks, curbs, and concrete paver areas will be edged once every 2 weeks during the regular growing season (March-November) and once a month thereafter for a neat appearance. Clippings and debris will be blown and/or picked up from the walks, curbs, street, parking lots, and other locations as necessary after mowing or edging once every 2 weeks.

4. TRIMMING

All signs, poles, trees, planter bed edges, obstacles, expansion joints, concrete/paver area, etc., shall be trimmed around with string trimmers. The turf shall be trimmed to the assigned mowing height. Care shall be used to avoid any injury to plant material. Clippings and debris will be blown and/or picked up from the porches of buildings, walks, curbs, street, parking lots and other locations as necessary after mowing each week. Trimming shall be completed concurrently with mowing on every mowing cycle.

5. PLANTER BED MAINTENANCE

The contractor shall remove all weeds from ground/cover shrub beds mowing each cycle. For the purposes of this contract, a weed shall be considered ”any undesirable or misplaced plant.” The frequency for planter bed maintenance shall be every mowing cycle

6. LEAF REMOVAL

All leaves will be removed from turf areas, parking lots, alley way, and sidewalks once every 2 weeks during the fall season. The contractor shall be solely responsible for the disposal of the leaves removed. The leaves shall be transported off site and disposed of in a manner consistent with applicable laws and regulations.

7. MULCHING

All plant beds, natural areas, and individual trees will be given a new long leaf pine straw application in January/February and July/August timeframe. Mulching requirements include 3-inch thick coverage over the entire plant bed square footage. Mulch will be pulled back from the base at the trunks of trees, shrubs and groundcover. Tree rings are not needed around trees. Install pine straw around individual trees. Once 3-inch coverage is established then maintain mulch with at least 2- inch thick top dress.

8. WEEDING/HERBICIDE USE

All plant beds and individual tree areas will be weeded once every 2 weeks by hand to maintain them weed free and with a neat appearance. The Contractor may need to use additional pre- or post-emergent herbicides or a gas-powered weed eater to eliminate any weed problems. Spring and fall fertilization is to include an herbicide application for pre- and post-emergent control. The Contractor will be liable for damage to plants which result from the application of herbicides.

9. PLANTERS (Planting Area)

If present, install seasonal annuals two times per year as follows: Install pansies early fall and remove late spring. Install summer annuals late spring and remove late fall.

10. REPLACEMENT PLANTS

The cost of replacing trees, shrubs, and groundcover which are not in a living, healthy condition or do not conform to the specifications contained in the "American Standard for Nursery Stock", or which have been damaged or stolen, are not included in this contract. If a plant needs to be replaced, the Contractor shall submit a cost estimate including labor and that estimate must be approved by the City prior to replacement. The City reserves the right to reject any unacceptable plant material.

Replacement plants shall be installed in accordance with current horticultural practices. The City will inspect all replacement plants for correct horticultural planting techniques. Prior to planting replacement plants, the City will visually inspect plant material for conformance with the specifications outlined in the "American Standard for Nursery Stock." Replacement plants are required to be guaranteed for three months.

Watering during the establishment period will be required at designated intervals. Replacement plants will be watered in by the Contractor, so that the root ball and soil around each plant is thoroughly saturated, at the time of initial planting and once every 2 weeks thereafter for one month.

Replacement plants will also be watered if a drought situation arises or other situation in which plants require water. Watering shall be performed in such a manner which will not cause holes or washes around the plant root system or damage to plants. Equipment for watering will be provided by the Contractor. Water can be provided by the City upon request.

11. DEBRIS/LITTER REMOVAL

All trash and other debris will be removed from all lawn areas once every 2 weeks to maintain a neat appearance. The contractor shall be solely responsible for the disposal of the trash and debris removed. This trash and debris shall be transported off site and disposed of in a manner consistent with applicable laws and regulations

FIRE STATION ANNEX

Property is located on Bowie Street South of Hwy 90 at the end of Bowie Street.

SCOPE OF LAWN MAINTENANCE SERVICES

- Mowing Height: 1.5 to 2.5 inches
- Mowing Frequency: Once every 2 weeks
- Mow to Pavement
- Edge Sidewalks
- Edge Curbs
- Edge All Structures
- Pick Up Litter in Mowing Area

1. BARE SPOTS

All bare spots larger than 50 square foot will be prepared, seeded, and mulched with wheat straw in November and early May, or at other times as determined by the City.

2. EDGING

All immovable objects, such as lamp posts, power poles sidewalks, curbs, and concrete paver areas will be edged once every 2 weeks during the regular growing season (March-November) and once a month thereafter for a neat appearance. Clippings and debris will be blown and/or picked up from the walks, curbs, street, parking lots, and other locations as necessary after mowing or edging once every 2 weeks.

3. TRIMMING

All signs, poles, trees, planter bed edges, obstacles, expansion joints, concrete/paver area, etc., shall be trimmed around with string trimmers. The turf shall be trimmed to the assigned mowing height. Care shall be used to avoid any injury to plant material. Clippings and debris will be blown and/or picked up from the porches of buildings, walks, curbs, street, parking lots and other locations as necessary after mowing each week. Trimming shall be completed concurrently with mowing on every mowing cycle.

4. DEBRIS/LITTER REMOVAL

All trash and other debris will be removed from all lawn areas once every 2 weeks to maintain a neat appearance. The contractor shall be solely responsible for the disposal of the trash and debris removed. This trash and debris shall be transported off site and disposed of in a manner consistent with applicable laws and regulations

POLICE DEPARTMENT & ANIMAL SHELTER

Property is located at 1706 Lakeland and is bounded by Lakeland, the Fire Department, Cook Cemetery and Cook Cemetery Road.

SCOPE OF LAWN MAINTENANCE SERVICES

- Mowing Height: 1.5 to 2.5 inches
- Mowing Frequency: Once every 2 weeks
- Mow to Pavement
- Edge Sidewalks
- Edge Trees
- Edge Curbs
- Edge All Structures
- Pick Up Litter Total Facility

1. BARE SPOTS

All bare spots larger than 50 square foot will be prepared, seeded, and mulched with wheat straw in November and early May, or at other times as determined by the City.

2. PRUNING

All trees, shrubs, and groundcover in plant beds will be pruned as necessary for shaping, removing dead, diseased or damaged wood, water sprouts or suckering, or other corrective pruning. Crape myrtles will be pruned in January under the guidance and direction of a City representative.

3. EDGING

All immovable objects, such as lamp posts, power poles sidewalks, curbs, and concrete paver areas will be edged once every 2 weeks during the regular growing season (March-November) and once a month thereafter for a neat appearance. Clippings and debris will be blown and/or picked up from the walks, curbs, street, parking lots, and other locations as necessary after mowing or edging once every 2 weeks

4. TRIMMING

All signs, poles, trees, planter bed edges, obstacles, expansion joints, concrete/paver area, etc., shall be trimmed around with string trimmers. The turf shall be trimmed to the assigned mowing height. Care shall be used to avoid any injury to plant material. Clippings and debris will be blown and/or picked up from the porches of buildings, walks, curbs, street, parking lots and other locations as necessary after mowing each week. Trimming shall be completed concurrently with mowing on every mowing cycle.

5. PLANTER BED MAINTENANCE

The contractor shall remove all weeds from ground/cover shrub beds mowing each cycle. For the purposes of this contract, a weed shall be considered ”any undesirable or misplaced plant.” The frequency for planter bed maintenance shall be every mowing cycle

6. LEAF REMOVAL

All leaves will be removed from turf areas, parking lots, alley way, and sidewalks once every 2 weeks during the fall season. The contractor shall be solely responsible for the disposal of the leaves removed. The leaves shall be transported off site and disposed of in a manner consistent with applicable laws and regulations.

7. MULCHING

All plant beds, natural areas, and individual trees will be given a new long leaf pine straw application in January/February and July/August timeframe. Mulching requirements include 3-inch thick coverage over the entire plant bed square footage. Mulch will be pulled back from the base at the trunks of trees, shrubs and groundcover. Tree rings are not needed around trees. Install pine straw around individual trees. Once 3-inch coverage is established then maintain mulch with at least 2-inch thick top dress.

8. WEEDING/HERBICIDE USE

All plant beds and individual tree areas will be weeded once every 2 weeks by hand to maintain them weed free and with a neat appearance. The Contractor may need to use additional pre- or post-emergent herbicides or a gas-powered weed eater to eliminate any weed problems. Spring and fall fertilization is to include an herbicide application for pre- and post-emergent control. The Contractor will be liable for damage to plants which result from the application of herbicides.

9. PLANTERS (Planting Area)

If present, install seasonal annuals two times per year as follows: Install pansies early fall and remove late spring. Install summer annuals late spring and remove late fall.

10. REPLACEMENT PLANTS

The cost of replacing trees, shrubs, and groundcover which are not in a living, healthy condition or do not conform to the specifications contained in the "American Standard for Nursery Stock", or which have been damaged or stolen, are not included in this contract. If a plant needs to be replaced, the Contractor shall submit a cost estimate including labor and that estimate must be approved by the City prior to replacement. The City reserves the right to reject any unacceptable plant material.

Replacement plants shall be installed in accordance with current horticultural practices. The City will inspect all replacement plants for correct horticultural planting techniques. Prior to planting replacement plants, the City will visually inspect plant material for conformance with the specifications outlined in the "American Standard for Nursery Stock." Replacement plants are required to be guaranteed for three months.

Watering during the establishment period will be required at designated intervals. Replacement plants will be watered in by the Contractor, so that the root ball and soil around each plant is thoroughly saturated, at the time of initial planting and once every 2 weeks thereafter for one month.

Replacement plants will also be watered if a drought situation arises or other situation in which plants require water. Watering shall be performed in such a manner which will not cause holes or washes around the plant root system or damage to plants. Equipment for watering will be provided by the Contractor. Water can be provided by the City upon request.

11. DEBRIS/LITTER REMOVAL

All trash and other debris will be removed from all lawn areas once every 2 weeks to maintain a neat appearance. The contractor shall be solely responsible for the disposal of the trash and debris removed. This trash and debris shall be transported off site and disposed of in a manner consistent with applicable laws and regulations

PUBLIC WORKS SERVICE CENTER
Property is located at 1100 N Main.

SCOPE OF LAWN MAINTENANCE SERVICES

- Mowing Height: 1.5 to 2.5 inches
- Mowing Frequency: Once every 2 weeks
- Mow to Pavement
- Edge Sidewalks
- Edge Curbs
- Edge All Structures
- Edge Fence Inside and Out
- Pick Up Litter Total Facility

1. BARE SPOTS
All bare spots larger than 50 square foot will be prepared, seeded, and mulched with wheat straw in November and early May, or at other times as determined by the City.

2. EDGING
All immovable objects, such as lamp posts, power poles sidewalks, curbs, and concrete paver areas will be edged once every 2 weeks during the regular growing season (March-November) and once a month thereafter for a neat appearance. Clippings and debris will be blown and/or picked up from the walks, curbs, street, parking lots, and other locations as necessary after mowing or edging once every 2 weeks.

3. TRIMMING
All signs, poles, trees, planter bed edges, obstacles, expansion joints, concrete/paver area, etc., shall be trimmed around with string trimmers. The turf shall be trimmed to the assigned mowing height. Care shall be used to avoid any injury to plant material. Clippings and debris will be blown and/or picked up from the porches of buildings, walks, curbs, street, parking lots and other locations as necessary after mowing each week. Trimming shall be completed concurrently with mowing on every mowing cycle.

4. WEEDING/HERBICIDE USE
All plant beds and individual tree areas will be weeded once every 2 weeks by hand to maintain them weed free and with a neat appearance. The Contractor may need to use additional pre- or post-emergent herbicides or a gas-powered weed eater to eliminate any weed problems. Spring and fall fertilization is to include an herbicide application for pre- and post-emergent control. The Contractor will be liable for damage to plants which result from the application of herbicides.

5. DEBRIS/LITTER REMOVAL
All trash and other debris will be removed from all lawn areas once every 2 weeks to maintain a neat appearance. The contractor shall be solely responsible for the disposal of the trash and debris removed. This trash and debris shall be transported off site and disposed of in a manner consistent with applicable laws and regulations

CANFIELD PARK, PALMER POCKET PARK, TRINITY POCKET PARK & MAGNOLIA PARK

Canfield Park is located on Canfield at Grand, Palmer Pocket Park is located on Palmer at Navigation, Trinity Pocket Park is located on Trinity at Ohio at Browning Pocket Park is located on Browning at Magnolia.

SCOPE OF LAWN MAINTENANCE SERVICES

- Mowing Height: 1.5 to 2.5 inches
- Mowing Frequency: Once every 2 weeks
- Mow to Pavement
- Edge Sidewalks
- Edge Trees
- Edge Curbs
- Edge All Structures
- Pick Up Litter Total Facility
- Edge Fence Inside and Out

1. BARE SPOTS

All bare spots larger than 50 square foot will be prepared, seeded, and mulched with wheat straw in November and early May, or at other times as determined by the City.

2. PRUNING

All trees, shrubs, and groundcover in plant beds will be pruned as necessary for shaping, removing dead, diseased or damaged wood, water sprouts or suckering, or other corrective pruning. Crape myrtles will be pruned in January under the guidance and direction of a City representative.

3. EDGING

All immovable objects, such as lamp posts, power poles sidewalks, curbs, and concrete paver areas will be edged once every 2 weeks during the regular growing season (March-November) and once a month thereafter for a neat appearance. Clippings and debris will be blown and/or picked up from the walks, curbs, street, parking lots, and other locations as necessary after mowing or edging each once every 2 weeks.

4. TRIMMING

All signs, poles, trees, planter bed edges, obstacles, expansion joints, concrete/paver area, etc., shall be trimmed around with string trimmers. The turf shall be trimmed to the assigned mowing height. Care shall be used to avoid any injury to plant material. Clippings and debris will be blown and/or picked up from the porches of buildings, walks, curbs, street, parking lots and other locations as necessary after mowing each week. Trimming shall be completed concurrently with mowing on every mowing cycle.

5. PLANTER BED MAINTENANCE

The contractor shall remove all weeds from ground/cover shrub beds mowing each cycle. For the purposes of this contract, a weed shall be considered “any undesirable or misplaced plant.” The frequency for planter bed maintenance shall be every mowing cycle

6. LEAF REMOVAL

All leaves will be removed from turf areas, parking lots, alley way, and sidewalks once every 2 weeks during the fall season. The contractor shall be solely responsible for the disposal of the leaves removed. The leaves shall be transported off site and disposed of in a manner consistent with applicable laws and regulations.

7. MULCHING

All plant beds, natural areas, and individual trees will be given a new long leaf pine straw application in January/February and July/August timeframe. Mulching requirements include 3-inch thick coverage over the entire plant bed square footage. Mulch will be pulled back from the base at the trunks of trees, shrubs and groundcover. Tree rings are not needed around trees. Install pine straw around individual trees. Once 3-inch coverage is established then maintain mulch with at least 2-inch thick top dress.

8. WEEDING/HERBICIDE USE

All plant beds and individual tree areas will be weeded once every 2 weeks by hand to maintain them weed free and with a neat appearance. The Contractor may need to use additional pre- or post-emergent herbicides or a gas-powered weed eater to eliminate any weed problems. Spring and fall fertilization is to include an herbicide application for pre- and post-emergent control. The Contractor will be liable for damage to plants which result from the application of herbicides.

9. PLANTERS (Planting Area)

If present, install seasonal annuals two times per year as follows: Install pansies early fall and remove late spring. Install summer annuals late spring and remove late fall.

10. REPLACEMENT PLANTS

The cost of replacing trees, shrubs, and groundcover which are not in a living, healthy condition or do not conform to the specifications contained in the "American Standard for Nursery Stock", or which have been damaged or stolen, are not included in this contract. If a plant needs to be replaced, the Contractor shall submit a cost estimate including labor and that estimate must be approved by the City prior to replacement. The City reserves the right to reject any unacceptable plant material.

Replacement plants shall be installed in accordance with current horticultural practices. The City will inspect all replacement plants for correct horticultural planting techniques. Prior to planting replacement plants, the City will visually inspect plant material for conformance with the specifications outlined in the "American Standard for Nursery Stock." Replacement plants are required to be guaranteed for three months.

Watering during the establishment period will be required at designated intervals. Replacement plants will be watered in by the Contractor, so that the root ball and soil around each plant is thoroughly saturated, at the time of initial planting and weekly thereafter for one month.
Replacement plants will also be watered if a drought situation arises or other situation in which plants require water. Watering shall be performed in such a manner which will not cause holes or washes around the plant root system or damage to plants. Equipment for watering will be provided by the Contractor. Water can be provided by the City upon request.

11. DEBRIS/LITTER REMOVAL

All trash and other debris will be removed from all lawn areas once every 2 weeks to maintain a neat appearance. The contractor shall be solely responsible for the disposal of the

trash and debris removed. This trash and debris shall be transported off site and disposed of in a manner consistent with applicable laws and regulations.

MONTA STREET WATER PLANT, TRINITY STREET WATER PLANT, PALMER STREET WATER TOWER, SAN JACINTO STREET WATER TOWER, NORTH WATER PLANT AND SEWER PLANT

SCOPE OF LAWN MAINTENANCE SERVICES

- Mowing Height: 1.5 to 2.5 inches
- Mowing Frequency: Once every 2 weeks
- Mow to Pavement
- Edge Sidewalks
- Edge Curbs
- Edge All Structures
- Pick Up Litter Total Facility
- Edge Fence Inside and Out
- Mow to Hwy 146 Pavement (North Water Plant)

1. EDGING

All immovable objects, such as lamp posts, power poles sidewalks, curbs, and concrete paver areas will be edged weekly during the regular growing season (March-November) and once a month thereafter for a neat appearance. Clippings and debris will be blown and/or picked up from the walks, curbs, street, parking lots, and other locations as necessary after mowing or edging each once every 2 weeks.

2. TRIMMING

All signs, poles, trees, planter bed edges, obstacles, expansion joints, concrete/paver area, etc., shall be trimmed around with string trimmers. The turf shall be trimmed to the assigned mowing height. Care shall be used to avoid any injury to plant material. Clippings and debris will be blown and/or picked up from the porches of buildings, walks, curbs, street, parking lots and other locations as necessary after mowing each week. Trimming shall be completed concurrently with mowing on every mowing cycle.

3. DEBRIS/LITTER REMOVAL

All trash and other debris will be removed from all lawn areas once every 2 weeks to maintain a neat appearance. The contractor shall be solely responsible for the disposal of the trash and debris removed. This trash and debris shall be transported off site and disposed of in a manner consistent with applicable laws and regulations

WALLISVILLE (FM 563), WASHINGTON, WOODSPRINGS, FOREST HILLS, BRIAR STREET & BYPASS LIFT STATIONS

The FM 563 Lift Station is located on FM 563 north of Abbotts Creek. The Washington Lift station is located on the south side of Hwy 90 at the end of Bowie Street. The Woodsprings Lift station is located on Woodsprings at the Hwy 146 Bypass. The Forest Hills Lift Station is located near the intersection of Forest Street and Hill Drive. The Briar Street Lift Station is located on Briar Street at FM 563. The Bypass Lift Station is located south of the Main Street and Hwy 146 intersection on the east side of the Hwy 146 Bypass

SCOPE OF LAWN MAINTENANCE SERVICES

- Mowing Height: 1.5 to 2.5 inches
- Mowing Frequency: Once every 2 weeks
- Mow to Pavement
- Edge All Structures
- Pick Up Litter Total Facility
- Edge Fence Inside and Out

1. EDGING

All immovable objects, such as lamp posts, power poles sidewalks, curbs, and concrete paver areas will be edged once every 2 weeks during the regular growing season (March-November) and once a month thereafter for a neat appearance. Clippings and debris will be blown and/or picked up from the walks, curbs, street, parking lots, and other locations as necessary after mowing or edging once every 2 weeks.

2. TRIMMING

All signs, poles, trees, planter bed edges, obstacles, expansion joints, concrete/paver area, etc., shall be trimmed around with string trimmers. The turf shall be trimmed to the assigned mowing height. Care shall be used to avoid any injury to plant material. Clippings and debris will be blown and/or picked up from the porches of buildings, walks, curbs, street, parking lots and other locations as necessary after mowing once every 2 weeks. Trimming shall be completed concurrently with mowing on every mowing cycle.

3. DEBRIS/LITTER REMOVAL

All trash and other debris will be removed from all lawn areas once every 2 weeks to maintain a neat appearance. The contractor shall be solely responsible for the disposal of the trash and debris removed. This trash and debris shall be transported off site and disposed of in a manner consistent with applicable laws and regulations

U.S. HWY 90 WEST MONUMENT AND FLAGS SITE

This property is located on the south side of U.S. Hwy 90 west of the Trinity River.

S C O P E O F L A W N M A I N T E N A N C E S E R V I C E S

- Mowing Height: 1.5 to 2.5 inches
- Mowing Frequency: Once every 2 weeks
- Mow to Pavement
- Edge Sidewalks
- Edge Trees
- Edge Curbs
- Edge All Structures
- Pick Up Litter Total Facility
- Mow Strip Leading to Electric Power Pole

1. BARE SPOTS

All bare spots larger than 50 square foot will be prepared, seeded, and mulched with wheat straw in November and early May, or at other times as determined by the City.

2. PRUNING

All trees, shrubs, and groundcover in plant beds will be pruned as necessary for shaping, removing dead, diseased or damaged wood, water sprouts or suckering, or other corrective pruning. Crape myrtles will be pruned in January under the guidance and direction of a City representative.

3. EDGING

All immovable objects, such as lamp posts, power poles sidewalks, curbs, and concrete paver areas will be edged once every 2 weeks during the regular growing season (March-November) and once a month thereafter for a neat appearance. Clippings and debris will be blown and/or picked up from the walks, curbs, street, parking lots, and other locations as necessary after mowing or edging once every 2 weeks

4. TRIMMING

All signs, poles, trees, planter bed edges, obstacles, expansion joints, concrete/paver area, etc., shall be trimmed around with string trimmers. The turf shall be trimmed to the assigned mowing height. Care shall be used to avoid any injury to plant material. Clippings and debris will be blown and/or picked up from the porches of buildings, walks, curbs, street, parking lots and other locations as necessary after mowing once every 2 weeks. Trimming shall be completed concurrently with mowing on every mowing cycle.

5. PLANTER BED MAINTENANCE

The contractor shall remove all weeds from ground/cover shrub beds mowing each cycle. For the purposes of this contract, a weed shall be considered ”any undesirable or misplaced plant.” The frequency for planter bed maintenance shall be every mowing cycle

6. LEAF REMOVAL

All leaves will be removed from turf areas, parking lots, alley way, and sidewalks once every 2 weeks during the fall season. The contractor shall be solely responsible for the disposal of the leaves removed. The leaves shall be transported off site and disposed of in a manner consistent with applicable laws and regulations.

7. MULCHING

All plant beds, natural areas, and individual trees will be given a new long leaf pine straw application in January/February and July/August timeframe. Mulching requirements include 3-inch thick coverage over the entire plant bed square footage. Mulch will be pulled back from the base at the trunks of trees, shrubs and groundcover. Tree rings are not needed around trees. Install pine straw around individual trees. Once 3-inch coverage is established then maintain mulch with at least 2-inch thick top dress.

8. WEEDING/HERBICIDE USE

All plant beds and individual tree areas will be weeded once every 2 weeks by hand to maintain them weed free and with a neat appearance. The Contractor may need to use additional pre- or post-emergent herbicides or a gas-powered weed eater to eliminate any weed problems. Spring and fall fertilization is to include an herbicide application for pre- and post-emergent control. The Contractor will be liable for damage to plants which result from the application of herbicides.

9. PLANTERS (Planting Area)

If present, install seasonal annuals two times per year as follows: Install pansies early fall and remove late spring. Install summer annuals late spring and remove late fall.

10. REPLACEMENT PLANTS

The cost of replacing trees, shrubs, and groundcover which are not in a living, healthy condition or do not conform to the specifications contained in the "American Standard for Nursery Stock", or which have been damaged or stolen, are not included in this contract. If a plant needs to be replaced, the Contractor shall submit a cost estimate including labor and that estimate must be approved by the City prior to replacement. The City reserves the right to reject any unacceptable plant material.

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Watering during the establishment period will be required at designated intervals. Replacement plants will be watered in by the Contractor, so that the root ball and soil around each plant is thoroughly saturated, at the time of initial planting and once every 2 weeks thereafter for one month.

Replacement plants will also be watered if a drought situation arises or other situation in which plants require water. Watering shall be performed in such a manner which will not cause holes or washes around the plant root system or damage to plants. Equipment for watering will be provided by the Contractor. Water can be provided by the City upon request.

11. DEBRIS/LITTER REMOVAL

All trash and other debris will be removed from all lawn areas once every 2 weeks to maintain a neat appearance. The contractor shall be solely responsible for the disposal of the

trash and debris removed. This trash and debris shall be transported off site and disposed of in a manner consistent with applicable laws and regulations

U.S.HWY 90 MEDIAN MOWING

This property is located on U.S. Hwy 90 between the Trinity River and the west City Limits.

SCOPE OF LAWN MAINTENANCE SERVICES

- Mowing Height: 1.5 to 2.5 inches
- Mowing Frequency: Once every 2 weeks
- Mow to Pavement
- Edge Trees
- Pick Up Litter Total Facility

1. BARE SPOTS

All bare spots larger than 50 square foot will be prepared, seeded, and mulched with wheat straw in November and early May, or at other times as determined by the City.

2. PRUNING

All trees, shrubs, and groundcover in plant beds will be pruned as necessary for shaping, removing dead, diseased or damaged wood, water sprouts or suckering, or other corrective pruning. Crape myrtles will be pruned in January under the guidance and direction of a City representative.

3. EDGING

All immovable objects, such as lamp posts, power poles sidewalks, curbs, and concrete paver areas will be edged once every 2 weeks during the regular growing season (March-November) and once a month thereafter for a neat appearance. Clippings and debris will be blown and/or picked up from the walks, curbs, street, parking lots, and other locations as necessary after mowing or edging once every 2 weeks.

4. TRIMMING

All signs, poles, trees, planter bed edges, obstacles, expansion joints, concrete/paver area, etc., shall be trimmed around with string trimmers. The turf shall be trimmed to the assigned mowing height. Care shall be used to avoid any injury to plant material. Clippings and debris will be blown and/or picked up from the porches of buildings, walks, curbs, street, parking lots and other locations as necessary after mowing once every 2 weeks. Trimming shall be completed concurrently with mowing on every mowing cycle

5. LEAF REMOVAL

All leaves will be removed from turf areas, parking lots, alley way, and sidewalks once every 2 weeks during the fall season. The contractor shall be solely responsible for the disposal of the leaves removed. The leaves shall be transported off site and disposed of in a manner consistent with applicable laws and regulations.

6. MULCHING

All plant beds, natural areas, and individual trees will be given a new long leaf pine straw application in January/February and July/August timeframe. Mulching requirements include 3-

inch thick coverage over the entire plant bed square footage. Mulch will be pulled back from the base at the trunks of trees, shrubs and groundcover. Tree rings are not needed around trees. Install pine straw around individual trees. Once 3-inch coverage is established then maintain mulch with at least 2-inch thick top dress.

7. WEEDING/HERBICIDE USE

All plant beds and individual tree areas will be weeded once every 2 weeks by hand to maintain them weed free and with a neat appearance. The Contractor may need to use additional pre- or post-emergent herbicides or a gas-powered weed eater to eliminate any weed problems. Spring and fall fertilization is to include an herbicide application for pre- and post-emergent control. The Contractor will be liable for damage to plants which result from the application of herbicides.

8. DEBRIS/LITTER REMOVAL

All trash and other debris will be removed from all lawn areas once every 2 weeks to maintain a neat appearance. The contractor shall be solely responsible for the disposal of the trash and debris removed. This trash and debris shall be transported off site and disposed of in a manner consistent with applicable laws and regulations

U.S. HWY 90 MEDIAN

This property is located on U.S. Hwy 90 between F.M. 563 and East Street.

S C O P E O F L A W N M A I N T E N A N C E S E R V I C E S

- Mowing/Edging Height: 1.5 to 2.5 inches
- Mowing/Edging Frequency: Once every 2 weeks
- Mow/Edge to Pavement
- Edge Curbs
- Pick Up Litter Total Facility

1. EDGING

All immovable objects, such as lamp posts, power poles sidewalks, curbs, and concrete paver areas will be edged once every 2 weeks during the regular growing season (March-November) and once a month thereafter for a neat appearance. Clippings and debris will be blown and/or picked up from the walks, curbs, street, parking lots, and other locations as necessary after mowing or edging once every 2 weeks.

2. WEEDING/HERBICIDE USE

All plant beds and individual tree areas will be weeded once every 2 weeks by hand to maintain them weed free and with a neat appearance. The Contractor may need to use additional pre- or post-emergent herbicides or a gas-powered weed eater to eliminate any weed problems. Spring and fall fertilization is to include an herbicide application for pre- and post-emergent control. The Contractor will be liable for damage to plants which result from the application of herbicides.

3. DEBRIS/LITTER REMOVAL

All trash and other debris will be removed from all lawn areas once every 2 weeks to maintain a neat appearance. The contractor shall be solely responsible for the disposal of the trash and debris removed. This trash and debris shall be transported off site and disposed of in a manner consistent with applicable laws and regulations

BID FORM
RFP NO. 2021-02 Annual Lawn Maintenance Services Contract
CITY OF LIBERTY, TEXAS

THE CITY OF LIBERTY RESERVES THE RIGHT TO AWARD CONTRACT BASED ON WHICH PROPOSAL IS MOST ADVANTAGEOUS TO THE CITY.

Location	Price Per (Once Every 2 Weeks) Lawn Maintenance Service
Monta Street Water Plant	**$**
Trinity Street Water Plant	**$**
Wallisville (FM 563) Lift Station	**$**
Washington Lift Station	**$**
Woodsprings Lift Station	**$**
Forest Hills Lift Station	**$**
Briar Lift Station	**$**
Bypass Lift Station	**$**
Palmer Street Water Tower	**$**
Municipal Library and Cultural Center	**$**
City Hall (PRICE PER WEEKLY)	**$**
Fire Station	**$**
Fire Department Annex	**$**
Police Station & Animal Shelter	**$**
Canfield Park	**$**
Sewer Plant	**$**
San Jacinto Water Tower	**$**
Public Works Service Center	**$**
North Water Plant	**$**
Hwy 90 West Monument and Flags Site	**$**
Hwy 90 Median Mowing	**$**
Hwy 90 Median	**$**
Palmer Pocket Park	**$**
Trinity Pocket Park	**$**
Browning Pocket Park	**$**

Description of mowing/edging equipment to be used by Contractor:

_____
_____
_____
_____
_____
_____
_____
_____

_____

Signature of Authorized Official(s)

_____

PRINTED OFFICIAL'S NAME & TITLE:

_____

FIRM NAME:

_____

ADDRESS:

_____

PHONE #:

_____

PROPOSALS MUST BE RECEIVED IN THE OFFICE OF THE CITY SECRETARY BEFORE PROPOSAL OPENING AT 2:00 P.M. CST ON TUESDAY, April 20, 2021.

I.
SCOPE

This service agreement, hereinafter known as "Agreement," is made and entered into this _____ day of _____ 2021 by and between the City of Liberty, a municipal corporation located in Liberty County, Texas, hereinafter known as the "City," and "CONTRACTOR", hereinafter known as the "Contractor."

Contractor agrees to furnish all the material and perform all Work in a timely and worker-like manner as required herein. In return, the City agrees to pay the Contractor the price as shown in the Contractor's bid documents for each successfully completed maintenance cycle which bid documents form a part of this Agreement and are incorporated herein by this reference for all intents and purposes. All payments, however, shall be subject to the terms and conditions herein. Furthermore, should there be a conflict between the terms of the bid documents and the terms of this Agreement, the terms of this Agreement shall control.

II.
DEFINITIONS

The following words shall, unless the context otherwise requires, have the meanings ascribed to them below:

City Manager shall mean the City Manager of the City of Liberty or his designated representative.

Contract Documents shall refer to this contract, the bid form submitted by Contractor, and the bid specifications attached as "Attachment A."

Debris shall mean litter, trash, garbage, tree limbs, fragments, remains, ruins, rubble, or loose materials of any nature which may detract from the appearance, safety, or use of the Property.

Inclement weather shall mean rainy weather when the condition of the soil is such that the rutting of property shall not allow cutting of grass to be accomplished satisfactorily, as determined by the Purchasing Agent.

Litter shall mean any debris, trash, garbage, tree limbs, fragments, remains, ruins, rubble of loose materials of any nature which may distract from the appearance of the landscaping maintenance project areas. Such term shall include, but not be limited to, paper, cans, bottles, limbs 3" or smaller in diameter, rocks, etc., which are not intended to be present as part of the landscape.

Litter removal shall mean the removal of litter and debris from the assigned landscaping maintenance project area.

Purchasing Agent shall mean the duly authorized representative of the City of Liberty who shall monitor the Contractor's progress within the maintenance project areas to which he/she is assigned.

Scalping shall refer to any action which results in the mowing of any turf area below the height specified in Specifications down to and including the soil.

Work shall refer to those certain landscaping and maintenance services required in this Agreement, including, but not limited to, mowing, trimming, edging, landscaping, and litter removal.

III.
CONTRACTOR'S RESPONSIBILITIES

Equipment: Contractor shall supply all equipment used for the mowing services and, the Contractor warrants that all such equipment is adequate for the Work. Mowing equipment shall be equipped with sharp blades so as not to tear but cleanly cut the blades of grass. Additionally, Contractor shall maintain or have immediate access to adequate backup equipment in order to sustain continuous operations in the event of equipment failure. The use of insufficient and/or inadequate machinery or equipment as determined by the City Manager or the Purchasing Agent shall be deemed a breach of this Agreement.

Location: Per Specifications, Contractor shall provide full mowing services, as described herein.

Personnel: Contractor shall provide supervision of all work crews at all times while performing Work under this Agreement. Personal supervision is not required provided that equipment or other means are provided that enable the work crew to communicate with the Contractor at all times. Each work crew shall have a designated person on the work site that has the authority to respond to inquiries about work details or priorities.

Litter Removal: Contractor shall pick up litter and debris as set out in the Specifications prior to mowing or performing any Work. All fallen tree branches shall be removed before each mowing. Removal and disposal of litter and debris shall be the sole responsibility of the Contractor, and the Contractor agrees that he shall be responsible for all landfill fees, if any, associated with the disposal of the litter and debris. Any litter, mowed over, cut or broken during maintenance operations, shall be completely removed from the Property immediately and prior to proceeding with the maintenance of other areas. Contractor shall not utilize City facilities, trash cans, or dumpsters for litter removal

Mowing: The grass shall be maintained and/or mowed to an approximate height of two and one-half inches (2-1/2"). Contractor will mow grass with a finishing mower as listed on the bid form. Upon completion, a mowed area shall be free of clumped grass and tire tracks or ruts from the mowing equipment. Turf shall be cut in a

professional manner so as not to scalp turf or leave areas of clippings on any paved surface such as streets, parking lots, sidewalks or driveways or on adjacent properties. Any material so discharged shall be removed immediately prior to proceeding with Work on another Property. Removal of cut grass from the ground areas where growth occurred will not be required. Cut grass and debris which falls or is thrown by equipment upon the pavement streets, sidewalks, driveways or adjacent properties through the action of the Contractor or his work crew shall be removed from the area prior to the exit of the Contractor or his work crew from the Property of the immediate work site.

Trimming: Contractor shall trim weeds around trees, along bridge railings, and around sign posts fifteen (15) inches out from said items prior to mowing grass. Special care shall be given to trimming around small trees so as not to inflict damage to the bark of the trees. No pruning of any shrub or tree shall be permitted without prior approval of the Purchasing Agent. The Contractor will be responsible for any and all damages to trees and State of Texas Property. Assessment and determination of damages will be made by the Street Superintendent or the City Manager. Contractor shall replace damaged trees with the same type and size of tree and will provide at least a one-year-to-live guarantee.

IV.
MOWING SCHEDULE

Contractor shall service the property per Specifications. The City of Liberty reserves the right to make modifications to the frequency of service.

V.
INSPECTION BY THE CONTRACTOR

The Contractor acknowledges its responsibility for inspecting of the Property prior to bidding and to inform itself regarding local conditions. After the City awards the bid, the Contractor in the presence of the Purchasing Agent must make an additional inspection of the Property on which the Contractor will be working pursuant to this Agreement prior to beginning the first maintenance cycle. The purpose of such additional inspection shall be to provide the Contractor an opportunity to inspect and document any damage to any structure or tree which could have occurred prior to the Work. The documentation of any tree or facility damage must be submitted to the Purchasing Agent prior to any Work being performed under this Agreement. The failure to so submit a written list of damages observed by the Contractor shall result in the presumption that no damages were found. Contractor understands and agrees that the Purchasing Agent shall inspect all trees and other property intermittently throughout the term of this Agreement and again at the end of the same. The Contractor shall be solely liable for any damages to said trees and other property which are found and not documented and submitted as required by this paragraph. Such damages shall be assessed and determined by the Street Superintendent or the City Manager.

VI.
INDEMNITY

CONTRACTOR AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS, ATTORNEYS, ELECTED CITY OFFICIALS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS' FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR ANY AND ALL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE WORK PERFORMED OR REQUIRED TO BE PERFORMED BY THE CONTRACTOR, HIS AGENTS, SERVANTS, EMPLOYEES, AND/OR SUBCONTRACTORS PURSUANT TO THIS AGREEMENT, THE CONDUCT OR MANAGEMENT OF CONTRACTOR'S BUSINESS OR ACTIVITIES, OR FROM ANY ACT OR OMISSION BY CONTRACTOR, HIS AGENTS, SERVANTS, EMPLOYEES, AND/OR SUBCONTRACTORS ON OR ABOUT THE PROPERTY, WHERE SUCH INJURIES, DEATH OR DAMAGES ARE CAUSED BY THE JOINT NEGLIGENCE OF THE CITY, ITS OFFICERS, AGENTS AND ANY OTHER PERSON OR ENTITY AND/OR BY THE JOINT OR SOLE NEGLIGENCE OF CONTRACTOR, HIS OFFICERS, AGENTS, EMPLOYEES, AND/OR SUBCONTRACTORS. IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, BOTH THE CONTRACTOR AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY THE CONTRACTOR TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCES OF (I) THE NEGLIGENCE OF THE CITY, ITS OFFICERS, AGENTS, ATTORNEYS, ELECTED OFFICIALS, AND/OR EMPLOYEES, WHERE THAT NEGLIGENCE IS A CONCURRING CAUSE OF THE RESULTING INJURY, DEATH OR DAMAGE AND/OR (II) CONTRACTOR'S, HIS AGENTS', SERVANTS', EMPLOYEES', AND/OR SUBCONTRACTORS' JOINT AND/OR SOLE NEGLIGENCE. FURTHERMORE, THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL HAVE NO APPLICATION TO ANY CLAIM, LOSS, DAMAGE, CAUSE OF ACTION, SUIT AND LIABILITY WHERE THE INJURY, DEATH, OR DAMAGE RESULTS FROM THE SOLE NEGLIGENCE OF THE CITY, ITS OFFICERS AGENTS AND/OR EMPLOYEES UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR ENTITY.

IN THE EVENT THAT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE CITY BY REASON OF ANY OF THE ABOVE, CONTRACTOR FURTHER AGREES AND COVENANTS TO DEFEND THE ACTION OR PROCEEDING BY LEGAL COUNSEL ACCEPTABLE TO THE CITY.

VII.
INSURANCE

E. Contractor shall provide workers' compensation coverage for all employees through group coverage or other method satisfactory to the City and at levels in compliance with state law. Contractor shall provide proof of said coverage by a certificate from the workers' compensation coverage provider which includes a statement that the coverage will not be canceled without at least 30-day notice to the City. Contractor shall provide copies of said certificates to the City.

F. Contractor shall require all subcontractors to provide like workers' compensation coverage to all subcontractors' employees and shall require all subcontractors to provide certificates from their workers' compensation coverage carriers to the Contractor certifying coverage and stating that the coverage will not be cancelled without at least 30-day notice to the City. Contractor shall provide copies of said certificates to the City.

G. Contractor shall purchase and keep in full force and effect during the entire duration of the work contemplated by this Contract an insurance policy issued by a company or companies licensed and qualified to do business in the State of Texas, with terms and conditions satisfactory to the City, as follows:

Comprehensive General Liability in amount no less than:

Bodily Injury	$300,000 per occurrence
Property Damage	$500,000 per occurrence
Auto	$500,000 per occurrence
Excess Liability/Umbrella Coverage	$5,000,000

H. Contractor shall provide the City with a Certificate of Insurance naming the City as additionally insured and reflecting the referenced coverage and stating that the coverage will not be canceled without at least 30-day notice to the City.

VIII.
BONDS REQUIRED

Both the Contractor and the City agree, that when required by law, the Contractor will execute separate performance and payment bonds, each in the sum of one hundred percent (100%) of the total Agreement price, in standard forms for this purpose, guaranteeing faithful performance of the Work required herein as well as payment to all persons supplying labor and materials or furnishing the Contractor any equipment in furtherance of this Agreement. It is expressly agreed that this Agreement shall not be in effect until such performance and payment bonds are furnished and approved by the City. The cost of the premium for the performance and payment bonds shall be included in the Contractor's bid.

In the event no performance bond be required by law, the City of Liberty reserves the right to require the Contractor to provide a cashier's check, certified check, (no company checks acceptable), or performance bond for the total amount of one complete maintenance cycle. The cashier's check, certified check, or performance bond shall be made payable to

the City of Liberty. If a bond is submitted, it shall be executed by the Contractor and by a corporate surety, the qualifications of which shall be as required below. Such performance bond shall expressly provide that the principal and surety shall be liable to the City for the full amount of such performance bond, thereby agreed upon and admitted as the amount of the damages to be suffered by the City on account of the failure of the Contractor to so comply with the terms of his bid. If the Contractor furnishes a deposit instead of a performance bond, such deposit shall secure the City to the same purpose and effect, as the nature of the security which would have been provided had a performance bond been furnished. The performance bond must be issued by a reliable surety company authorized to do business in the State of Texas. The City of Liberty shall let the contractor(s) know prior the awarding of the bid if such bonding is required.

IX.
INSPECTION OF WORK AND FACILITIES

The City shall have the full right to inspect any and all facilities, areas, or equipment owned, leased or otherwise used by or in the care, custody, or control of the Contractor. Such inspections may be related to, but are not limited to, verification of Work or conditions, safety, damages, or operational interests.

X.
LIQUIDATED DAMAGES

Work not performed to the satisfaction of the City must be corrected within forty-eight (48) hours after notification. Rescheduled work not completed within this time frame is subject to liquidation damages of fifty dollars ($50.00) per day and will be deducted from the submitted invoice. Should the Contractor not complete the work within seven (7) working days, including the rescheduled work, the City shall have the right to have such work completed by any means at is command. The City shall require the Contractor to reimburse the City for the costs of such work incurred over the amount of the contract. Extensions may be granted by the City due to inclement weather or extenuating circumstances only when the request is submitted in writing to the Street Superintendent.

XI.
CONSTRUCTION ON OR ALTERATION OF THE PROPERTY

The Contractor may not erect, place, alter or remove any buildings, covers, signs, slabs, driveways, roads or facilities of any nature on the Property without the prior written consent of the Supervisor, except as necessary for the fulfillment of normal obligations of this Agreement. Such facilities shall become the property of the City of Liberty upon termination or expiration of this Agreement.

XII.
TERM

All Work performed pursuant to this Agreement shall be performed on days not including Saturdays, Sundays, or any legal holidays unless the Contractor has obtained prior written approval from the Purchasing Agent to perform Work on such prohibited days. This is a contract for the period of two (2) years from the date that the contract is signed. Non-mowing season will be the months of December, January, and February. The contract may be renewed for an additional two (2) years, in one-year increments, under the same prices quoted upon the City of Liberty's approval and the receipt by the City of Liberty of written notice from the Contractor of his desire to renew said contract at least thirty (30) days prior to the expiration of the contract. Such renewal will be for the same compensation set forth in the Invitation Bid.

XIII.
TERMINATION

(1) The City, besides all other rights or remedies it may have, shall have the right to terminate this Agreement without cause upon ten (10) days' written notice from the Supervisor or City Manager to the Contractor of the City's election to do so. Furthermore, the City may immediately and without notice terminate this Agreement if the Contractor breaches this Agreement, which shall include, but not be limited to, the following:

A. By failing to pay insurance premiums, liens, claims or other charges;

B. By failing to complete an entire maintenance cycle as and when required in this Agreement;

C. By failing to pay any payments due the City, State or Federal Government from the Contractor or its principals, including, but not limited to, payments identified in this Agreement any taxes, fees, assessments, or liens;

D. On the institution of voluntary or involuntary bankruptcy proceeding against the Contractor;

E. By death of the Contractor, or dissolution of the Contracting firm or business;

F. By violation of any provision of this Agreement; and/or

G. By the abandonment or discontinuance of the Contractor's operations for a period of thirty (30) days. Should this occur, the City shall not be responsible for the custodial protection of merchandise, fixtures or equipment abandoned, even though it may be necessary for the City to remove the same for storage or disposal in its sole discretion.

(2) Should the City, in its sole discretion, elect not to terminate this Agreement for failure to complete an entire maintenance cycle, the Contractor, recognizing that time is of the essence in this Agreement, hereby expressly agrees that his first failure to complete an entire mowing cycle will result in the forfeiture of a portion of the check or bond in an amount equal to that which was bid for the maintenance cycle and that his second such failure results in termination of this Agreement, at the election of the City. Both the Contractor and the City hereby agree that the Contractor is entitled to no payment for an incomplete cycle unless the direct and sole proximate cause of the Contractor's failure to complete the cycle is the City's termination of this Agreement without cause. If the City terminates the Agreement without cause, the Contractor shall be entitled to payment for Work satisfactorily performed as of the date of the termination.

XIV.
ENTIRE AGREEMENT

This Agreement along with the Contractor's bid documents and all attachments incorporated herein, shall constitute the entire understanding of the parties hereto with respect to the subject matter hereof, and no amendment, modification, or alteration of the terms shall be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed by all parties hereto. Furthermore, this Agreement shall not bestow any rights upon any third party, but rather, shall bind and benefit the Contractor and the City only. Should any of the provisions contained in any of the contract documents be in conflict or inconsistent with each other, such conflict or inconsistency shall be construed in favor of the City. Furthermore, both parties expressly agree that the City Manager shall be the sole and final decision-maker should any conflict arise hereunder. In the event of any such conflict or any ambiguity in any of the terms of this Agreement, such conflict or ambiguity shall not be construed for or against any party hereto on the basis that such party did or did not author the same.

XV.
NOTICES

All notices required to be given hereunder shall be given in writing by telecopy, overnight, or facsimile transmission, certified or registered mail or by hand delivery at the respective addresses of the parties set forth herein or at such other address as may be designated in writing by either party. Notice given by mail shall be deemed given three (3) days after the date of mailing thereof to the following addresses:

CITY
City of Liberty
1829 Sam Houston Ave.
Liberty, TX 77575

CONTRACTOR

_____

_____

_____

XVI.
COMPLIANCE WITH RULES AND REGULATIONS

The Contractor shall comply with all rules, regulations, and laws of the United States of America, the State of Texas, and all laws, regulations and ordinances of the City of Liberty as they now exist or may hereafter be enacted or amended. Contractor shall meet all signage and safety requirements mandated by the State of Texas.

XVII.
SALE OF INTEREST

The Contractor may not sell or assign all or part interest in activities that make up the subject of this contract to another party or parties without written approval of the City Manager of such sale or assignment. The City may require any records or financial statements necessary in its opinion to ensure such sale or assignment will be in the best interest of the City.

XVIII.
WAIVERS

Failure of either party hereto to insist on the strict performance of any of the agreements contained herein or to exercise any rights or remedies accruing thereunder upon default or failure of performance shall not be considered a waiver of the right to insist on and to enforce by an appropriate remedy, strict compliance with any other obligation hereunder to exercise any right or remedy occurring as a result of any future default or failure of performance.

XIX.
CO-PARTNERSHIP DISCLAIMER

It is mutually understood and agreed that nothing in this Agreement is intended or shall be construed as in any way creating or establishing the relationship of partners or co-partners between the parties hereto, or as constituting the Contractor as an agent or representative of the City for any purposes or in any manner whatsoever.

XX.
MODIFICATIONS

Where changes to activities or areas included in this Agreement are made, payments shall be adjusted in a pro rata manner. All modifications must be made in writing. The City shall have the right to require modification in scope of work, which may entail adding or deleting maintenance cycles for the Property.

XXI.
CONTRACTOR PROVISIONS OF LABOR, ETC.

Unless otherwise specifically indicated, the Contractor shall furnish all services, supplies and equipment necessary to perform all activities and covenants of this Agreement.

XXII.
CONDITIONS BEYOND CONTROL

Neither the City nor the Contractor shall be required to perform any term, condition or covenant of this Agreement so long as performance is delayed or prevented by force majeure, which shall mean acts of God, drought, floods, material or labor restrictions by any governmental authority, and any other cause not reasonably within the control of either party in which, by the exercise of due diligence, the City or Contractor is unable to prevent or overcome.

XXIII.
VENUE

This Agreement shall in all respects be interpreted and construed in accordance with and governed by the laws of the State of Texas and the City, regardless of the place of its execution or performance. The place of making and the place of performance for all purposes shall be Liberty, Liberty County, Texas.

XXIV.
SEVERABILITY

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

XXV.
INVOICES AND PAYMENTS

Upon completion of each service to the Property Contractor shall provide the City of Liberty's Purchasing Agent a signed report of services. Additionally, invoices shall be sent to:

City of Liberty
Attention: Accounts Payable
1829 Sam Houston St.
Liberty, TX 77575

Invoices shall reflect the date of each service performed for that invoicing period. The City shall pay the invoices within thirty (30) days of receipt of an invoice or acceptance of the work, whichever is later. Acceptance by the City will be given only when all services are fully performed to the City's satisfaction.

XXVI.
ANTIDISCRIMINATION

The Contractor, in performing the work covered by this Contract, shall not discriminate against any person seeking employment with or by the Contractor because of sex, gender, race, creed, color, national origin, or any other protected class.

IN WITNESS WHEREOF, the parties hereto have executed this Contract in multiple copies, each of which shall be deemed to be an original, but all of which shall constitute but one and the same Contract on the ____ day of _____2021, the date of execution by the Mayor of the City of Liberty.

CITY OF LIBERTY

_____
Carl Pickett, Mayor

ATTEST:

_____
April Gilliland, City Secretary

CONTRACTOR:

BY _____
(Signature)

_____
(Printed name)

_____
(Title)

STATE OF TEXAS §
§
COUNTY OF LIBERTY §

Before me, _____, the undersigned notary public, on this day personally appeared _____, in his/her capacity as _____ of_____, on behalf of such company, known to me; proved to me through his/her current driver's license {description of identification card or other document issued by the federal government or any state government that contains the photograph and signature of the acknowledging person to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed that instrument for the purposes and consideration therein expressed.

Given under my hand and seal of office this ____ day of _____, 2021.

_____
Notary Public in and for the State of Texas

My commission expires: _____