



**PROPOSAL DOCUMENTS**

**FOR**

**FY2020 - 2021 LANDSCAPE MAINTENANCE SERVICES**

**CITY OF LAKEWAY  
1102 LOHMANS CROSSING  
LAKEWAY, TX 78734**

## **FY2020 -2021 LANDSCAPE MAINTENANCE SERVICES** **DEFINED TERMS**

**Terms used in this Request for Proposal have meanings indicated below where are applicable to both the singular and plural thereof**

**Addenda** - Additional changes to the Proposal Document: changes to Proposal Documents are not final until/ unless they are addressed in a formal written addenda.

**City** -The City of Lakeway, Texas.

**Contract** - Formal and legally binding agreement entered into between the City and the awarded Proposer.

**Contract Document** - Those documents that comprise a contract, conditions of the contract (general, supplementary, and other conditions), plans and /or drawings, specifications, all Addenda, modifications, and changes thereto, together with any other items stipulated as being specifically included.

**Contractor** - The Proposer to whom the City (on the basis of the City's evaluation as hereinafter provided) makes an award.

**Project** - Provide landscape maintenance services for the City of Lakeway, Texas.

**Proposal Document** - Those documents that comprise the plans, maps, and/ or drawings, specifications, proposer information sheet, attachments, all Addenda, modifications, and changes thereto, together with any other items stipulated as being specifically included.

**Proposer** - Person or entity who will submit Proposal Documents to the City to provide landscape maintenance services.

**Request for Proposal (Proposal)** - Document posted by the City to elicit proposals from potential contractors to provide landscape maintenance services.

**Work** - The furnishing of all of the supervision, labor, material, equipment, services, and incidentals necessary to complete any individual item and the entire Contract and the carrying out of any duties and obligations imposed on Contractor by the Contract.

## REQUEST FOR PROPOSAL

The City of Lakeway, Texas hereinafter called the “City”, is requesting sealed written proposals for furnishing all labor, materials, equipment, supervision, and any incidentals, and for performing all Work required for the **FY2020 - 2021 Landscape Maintenance Services**

Sealed Proposals will be received at the offices of the City Secretary, City of Lakeway, 1102 Lohmans Crossing, Lakeway, TX 78734 until **2:00 p.m. on August 5, 2020** Any proposals received after the due date and time will not be accepted for consideration and will be returned unopened.

All proposals must be clearly marked on the outside with the following: “**Proposal for FY2020 - 2021 Landscape Maintenance Services.**”

Proposal documents may be obtained free of charge at the City of Lakeway, 1102 Lohmans Crossing, Lakeway, TX 78734, by emailing Jo Ann Touchstone, City Secretary, at [joanntouchstone@lakeway-tx.gov](mailto:joanntouchstone@lakeway-tx.gov); or through the City’s website at <https://www.lakeway-tx.gov/1291/Purchasing>.

Questions regarding the Request for Proposal shall be directed to:

Ruena Victorino  
City of Lakeway  
Department of Finance  
Purchasing Coordinator  
Email: [ruenavictorino@lakeway-tx.gov](mailto:ruenavictorino@lakeway-tx.gov)

Questions regarding this proposal must not be directed to other City of Lakeway council, commission, committee members, nor staff. Clarification requests will not be accepted by telephone. All responses to clarification requests will be provided to all proponents in writing by email and publication on the City’s website. Questions pertaining to this proposal must be received no later than seven (7) calendar days prior to the closing date of the proposal.

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**REQUEST FOR PROPOSAL  
LANDSCAPE MAINTENANCE SERVICES  
CITY OF LAKEWAY**

**PART 1 – GENERAL REQUIREMENTS**

**1.0 Purpose:**

The City of Lakeway is seeking for a qualified Contractor to provide comprehensive landscape maintenance services. Landscapes should be maintained in pristine condition at all times. The quality of the landscape shall, at all times, have a neat, clean, healthy, and manicured appearance. Services will be performed forty-four (44) weeks per year. The successful Contractor will be required to provide quality service with minimal service call backs.

**2.0 No Reimbursement for Cost:**

Respondent acknowledges and accepts that any costs incurred from the respondent's participation in this Request for Proposal (RFP) shall be at the sole risk and responsibility of the proposer.

**3.0 Submission of Proposal:**

3.1 To be considered, an ORIGINAL SEALED PROPOSAL PLUS four (4) identical copies of each proposal and an electronic version must be received by August 5, 2020 at 2:00 p.m., at the location describe below:

Jo Ann Touchstone  
City Secretary  
City of Lakeway, City Hall  
1102 Lohmans Crossing  
Lakeway, TX 78734

3.2 Complete sets of proposal documents must be used in preparing proposals; the City does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of proposal documents.

3.3 Proposals shall be submitted in an opaque, sealed envelope, marked with the Project title, Proposer's name, and address.

3.4 Proposals received after the deadline via mail will not be considered and will be returned to the proposer, unopened. Hand delivered qualifications will not be accepted after the deadline in 3.1.

3.5 City will not acknowledge or consider proposals that are delivered by telephone, facsimile (fax), or electronic mail (e-mail).

#### **4.0 Pre-proposal Conference:**

- 4.1 A pre-proposal meeting will **not** be hosted for this solicitation.
- 4.2 Questions may be emailed to the Purchasing Coordinator, [ruenavictorino@lakeway-tx.gov](mailto:ruenavictorino@lakeway-tx.gov) no later than seven (7) calendar days prior to the closing date for the Proposal. Oral interpretation instructions or information concerning the specifications shall not be binding on the City.

#### **5.0 Term of Contract:**

- 5.1 The contract term shall be for one (1) year commencing on the official notice to proceed, beginning October 1, 2020 and end on September 30, 2021. The Contract may be extended by mutual agreement between the parties hereto, on a month to month basis, or terms for not more than two (2) additional twelve (12) month periods. Any extension to the contract is subject to the availability and appropriation of funds and will be at the same awarded contract unit prices and under the same terms and conditions as specified herein.
- 5.2 During the term of the contract, the City reserves the right to increase, decrease or delete service area(s) for landscape maintenance services if deemed to be the interest of the City. Further, in the event the quantity of service areas are decreased and the award is made in accordance with the availability of funds, any loss of anticipated profits or any expense incurred by the Proposer as a result of submitting a proposal shall not constitute grounds for equitable adjustment.

#### **6.0 Interpretations and Addenda:**

- 6.1 Interpretations or clarifications considered necessary by the Purchasing Coordinator, in response to such questions, will be issued by Addenda, and posted on the City's website.
- 6.2 Any changes that affect specifications or the scope of service, or that may require an extension to the proposal opening date, will be an amendment to the RFP. Addendum, if any, will be made available through the City's website at <https://www.lakeway-tx.gov/1291/Purchasing>.
- 6.3 It is the responsibility of the Proposers to check the City's website for any addendums posted prior to submitting a proposal.

#### **7.0 Examination of Solicitation Documents:**

It is the responsibility of each Proposer, before submitting a proposal, to:

- 7.1 Study and examine carefully the scope of work, technical specifications, any special provisions, and contract forms before submitting a proposal. It is highly recommended that Proposers walk each site to gain full understanding of the Scope of Work;
- 7.2 The submission of a proposal shall be considered conclusive evidence that the Proposer has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the Contract; The Proposers are assumed to have made themselves familiar with all federal and state laws and all local laws, ordinances, and regulations which, in any manner, affect those engaged or employed on the work or affect the materials

or equipment used in the work or affect the conduct of the work, and the Proposer, if awarded the Contract, shall be obligated to perform the work in conformity with said laws, bylaws, ordinances, and regulations notwithstanding its ignorance thereof. If the Proposer shall discover any provision in the specifications, which is in conflict with any such law, ordinance, or regulation, the Proposer shall report it to the City in writing;

- 7.3 Promptly notify the City of all conflicts, errors, ambiguities, or discrepancies which Proposer has discovered in the solicitation. Consider federal, state, and local laws and regulations that may affect cost, progress, performance, or furnishing of the work.

**PART II - EVALUATION FACTORS AND AWARD**

- 1.0 All properly submitted proposals will be reviewed, evaluated, and ranked by the City.
- 2.0 The City will select the most highly qualified proposer(s) of the requested services based on the criteria below and then attempt to negotiate with proposer(s) a contract(s) at a fair and reasonable price. Evaluation factors and associated point values are listed below:

<b>Item</b>	<b>Evaluation Factor</b>	<b>Points</b>
1	Experience and Qualifications	20
2	Past Performance on Similar Contacts	20
3	Capacity to Accomplish the Work in the Required Time	10
4	Demonstrated Safety Record	10
5	Amount of Proposal	40
	Total Points	100

**3.0 Best Value Evaluation and Criteria:**

- 3.1 The City evaluation committee will evaluate and score each proposal submitted. Proposers may be required to make an oral presentation to the evaluation team to further present their qualifications. These presentations will provide the Proposer the opportunity to clarify their proposal and ensure a mutual understanding of the services to be provided and the approach to be used. If the City and the selected Proposer are unable to negotiate a contract acceptable to the parties, the City will move to the next highest qualified Proposer based on the ranking and repeat the process until a contract is reached or the City elects to reject all Offerors.

Should the City award this contract, it shall be made on the basis of demonstrated competence and qualification to perform the services for a fair and reasonable price.

3.2 In addition to the criteria above, the City may evaluate based on the best value for the City, the following considerations:

- a. Reputation of Proposer and of Proposer's services;
- b. Quality of the Proposer's past services;
- c. The extent to which the services meet the City's needs;
- d. Proposer's past relationship with the City;
- e. Any relevant criteria specifically listed in the solicitation.

#### **4.0 Acceptance of Evaluation Methodology:**

4.1 An Evaluation/Selection Committee, will screen to ensure responsiveness to the RFP, and review and score all Proposals in according to the criterion. While price is one basic factor, it is not the sole consideration for an award.

4.2 Proposals that receive the highest evaluation scores may be invited to an interview. The City may reject any Proposal in which is considered not acceptable by the City. The City may elect to negotiate directly with the highest scored proposer until the City has obtained the "best value" to make a recommendation of award.

4.3 In addition to the evaluation process above, the City may contact the Proposer's references at any time during evaluation.

4.4 The Committee will again rank all Proposers according to the evaluation criteria and may make an award based on the "best value" proposal without a Best and Final Offers. Proposers should include their best Proposal with their initial submission.

4.5 Recommendation for award is contingent upon the successful negotiation of final contract terms. If a contract negotiations cannot be concluded successfully within a time period, the City may terminate negotiation and commence with the next highest scored Proposer or withdraw the RFP.

#### **5.0 Award:**

5.1 The contract award, if issued, shall be made to the Contractor(s) whose proposal, in the City's sole discretion, furthers the City's best interests. The contract may be awarded to one provider for all services, or to several proposers for separately identifiable parts, based upon the Proposals received. No award shall be made until all necessary investigations have been made to determine the eligibility and responsibility of the Contractor under consideration and the proposal's validity.

5.2 After the City's contract award, the City will provide the Contractor with contract documents. After proper contract execution, the Proposer shall return the agreement, insurance, and all required documents to the City within ten (10) calendar days.

5.3 The City and Contractor shall have a post-award meeting to discuss and identify specific milestones, goals, and strategies to meet objectives.

- 5.4 Request for information of submitted Proposals shall not be provided until and an award has been made by the City Council.

### **PART III – PROPOSAL FORMAT**

#### **1.0 Proposal Format:**

To achieve a uniform review process and to obtain a maximum degree of comparability, the City requires that proposals be submitted with a master (marked “Original”) and additional four (4) proposals (marked “Copy”).

Any Proposer responding to this solicitation shall identify and provide complete background information on the entity itself, as well as on key personnel to be directly involved in this project. All Proposers must meet the following minimum criteria to be considered responsive. Any Proposer not meeting these minimum criteria may be considered non-responsive and their Proposal may be rejected. Documentation must be enclosed that verifies the following statements:

TAB #1	Transmittal Letter
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- 1.1 Legal name of the company as registered with the Secretary State of Texas.
- 1.2 Address of the office that will be providing services.
- 1.3 Date of the proposal.
- 1.4 The name of the contact person who will be responsible for answering contractual questions with respect to the proposal.
- 1.5 Type of operation (individual, partnership, corporation, joint venture, etc.).
- 1.6 A statement explaining why the Proposer believes itself to be best qualified to do the required work. Include a description of the key differentiators that makes your company and offerings stand out from your competitors.

TAB #2	Table of Contents
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- 2.1 Both physical and electronic versions should include a Table of Contents.
- 2.2 Physical form must have tabs dividing the sections.
- 2.3 Number all pages of the submittal sequentially using Arabic numerals (1, 2, 3, etc.).

TAB #3

Company's Experience and Qualifications

- 3.1 Provide an in-depth list of your firm's capabilities.
- 3.2 Describe how your firm differentiates itself from your competitors.
- 3.3 Describe any previous work performed for the City of Lakeway.

TAB #4

Past Performance on Similar Contracts

- 4.1 Provide similar projects your company have been awarded. List the projects in order of priority, with the most relevant project listed first. Provide the following information for each contracts:
  - a. Company's name and address;
  - b. Contact person name, phone number, and email address;
  - c. A brief overview of the work and a short description of the services;
  - d. The total fee of the contract.
- 4.2 Provide a detailed list for other products and services your company provide.

TAB #5

Capacity to Accomplish the Work in the Required Time

- 5.1 Do you have any clients that might pose a conflict to managing our account?

TAB #6

Demonstrated Safety Records

- 6.1 Provide information of how many lost-time accidents have occurred in the past year and how it was addressed to correct future accidents.
- 6.2 Provide a short summary of your company's principles of safety management.

TAB #7

Amount of Proposal

- 7.1 Complete the Attached Price Form herein as Exhibit A – Price Form. All fees are all-inclusive of all related cost to provide the required services.

## **PART IV - ADDITIONAL INFORMATION**

1.0 Type of Contract:

Any contract resulting from this solicitation will be in the form of the City's Standard Agreement. A sample agreement is attached as Appendix A. Proposers should read the sample agreement as it contains additional requirements upon award.

2.0 Termination for Convenience:

The City of Lakeway reserves the right to terminate this Contract upon thirty (30) calendar days' written notice for any reason to serve the public interest, or resulting from any governmental law, ordinance, regulation, or court order.

3.0 Non-Funding Clause:

If during the budget planning and adoption, the City Council fails to provide funding for this Contract for the following fiscal year of the City, the City may terminate this Contract after giving the Contractor thirty (30) calendar days' written notice that this Contract is terminated due to the failure to fund it.

4.0 Limitation of Liability:

The City shall not be liable for any expenses Proposers incur in connection with providing a response to this solicitation or for any costs, fees, or lost or foregone profits of unsuccessful offers.

5.0 Financial Qualifications of Contractor:

If requested by the City, the Contractor shall be prepared to submit, within five (5) calendar days of the request, a notarized financial statement, financial data or other information and references sufficiently comprehensive to permit an appraisal of their current financial condition.

6.0 Examination of Solicitation Documents:

It is the responsibility of each Proposer, before submitting a proposal to:

6.1 Study and examine carefully the scope of services, technical specifications, any special provisions, and contract forms before submitting a proposal.

6.2 The submission of a proposal shall be considered conclusive evidence that the Proposer has made such examination and is satisfied as to the conditions to be encountered in performing the services and as to the requirements of the Contract.

6.3 Promptly notify the City of all conflicts, errors, ambiguities, or discrepancies which Proposer has discovered in the solicitation. The City shall not be responsible or liable for any errors and/misrepresentation that result from the solicitation which are inadvertently incomplete ambiguous, consistent, or obviously erroneous.

7.0 Interpretations and Addenda:

7.1 All questions about the meaning or intent of the proposal documents are to be directed to Purchasing, Department of Finance. Interpretations or clarifications considered necessary by Purchasing, in response to such questions, will be issued by Addenda and will be emailed directly to all attendees of the pre-proposal conference and posted on the City's website.

7.2 Questions received less than five (5) calendar days prior to the due date may not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

8.0 Examination of Specifications:

The Proposer is expected to examine carefully the scope of services, technical specifications, any special provisions, and contract forms before submitting a Proposal. The submission of a proposal shall be considered conclusive evidence that the Proposer has made such examination and is satisfied as to the conditions to be encountered in performing the Services and as to the requirements of the Contract.

9.0 Familiarity with Laws:

The Proposal are assumed to have made themselves familiar with all federal and state laws and all local by-laws, ordinances and regulations which, in any manner, affect those engaged or employed on the service or affect the materials or equipment used in the Service or affect the conduct of the service, and the Proposer, if awarded the Contract, shall be obligated to perform the services in conformity with said laws, bylaws, ordinances, and regulations notwithstanding its ignorance thereof. If the Proposer shall discover any provision in the specifications, which is in conflict with any such law, by-law, ordinance, or regulation, the vendor shall forthwith report it to the City in writing.

10.0 Modification and Withdrawal of Proposals:

Proposals may be modified or withdrawn by an appropriate document, duly executed (in the manner that a proposal must be executed), and delivered to the place where proposals are to be submitted at any time prior to the opening of proposals.

11.0 Confidentiality:

The City will use all reasonable efforts to protect any proprietary and confidential information contained in your proposal. Under no circumstance will the City or its members be liable for any damages resulting from any disclosure.

12.0 Public Information:

All information, documentation, and other materials submitted in response to this solicitation are considered non-confidential and/or non-proprietary and are subject to public disclosure under the Texas Public Information Act (*Texas Government Code*, Chapter 552.001, *et seq.*) after award. The City will use all reasonable efforts to protect any proprietary and confidential information contained in your proposal. Under no circumstance will the City or its members be liable for any damages resulting from any disclosure. The City strictly complies with all statutes, court decisions, and opinions of the Texas Attorney General with respect to the disclosure of any information.

13.0 Reservation of Rights:

- 13.1 The City reserves the right, without qualification and at its sole discretion, to accept or reject any or all proposals or to make the award to that Proposer, who, in the opinion of the City, will provide the best value to the City. The City reserves the right to reject any proposals, either in entirety or any portion thereof, for failure to meet any criteria set forth in this solicitation.
- 13.2 The City will consider both price and non-price attributes in the evaluation of proposals. The City reserves the right to make an award to other than the lowest price offered or to the offer representing the best combination of price and non-price attributes, in the City's sole judgment, if the City determines that such an award results in the best value to the City and its members.
- 13.3 The City makes no guarantee that a contract award will result from this solicitation. The City reserves the right to revise or terminate this solicitation process at any time. The City may decline to enter into an arrangement with any or all Proposers.
- 13.4 The City reserves the right to revise the solicitation requirements. The City reserves the right to revise the requirements during the solicitation process and any such change may reduce or eliminate the scope of this solicitation.
- 13.5 During all stages of this solicitation process, the City reserves the right to request additional information from individual Proposers or to request all Proposers to submit supplemental materials in the fulfillment of the content requirements of this solicitation or to meet additional information needs. The City will review and may utilize any or all information submitted by a Proposer even if the submitted information has not been specifically requested as part of this solicitation.
- 13.6 Those who submit a proposal do so without recourse against the City or its members for either rejection of their proposal or for failure to execute an agreement for any reason. All offers shall be valid and binding upon the Proposer through contract negotiations and contract execution.

14.0 Excusable Failure or Delay:

Neither the Contractor nor City shall be held responsible for the failure or delay in delivery or acceptance of Products where such failure or delay is attributable to any act of God or of the public enemy, war, compliance with laws, governmental acts or regulations, in any case, not in effect as of the date of this agreement, fire, flood, quarantine, embargo, epidemic, unusually severe weather or other causes similar to the foregoing beyond the reasonable control of the party so affected. The party seeking to avail itself of any of the foregoing excuses must promptly notify the other party of the reasons for the failure or delay or acceptance and shall exert its best efforts to avoid further delay.

15.0 TIN Required:

Contractor shall provide the City with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification, that is completed in compliance with the Internal Revenue Code, its rule and regulations, and a statement of entity status in a form satisfactory to the City before any contract funds are payable.

16.0 Indemnity and Hold Harmless:

16.1 To the fullest extent permitted by applicable law, the Contractor and its agents, partners, employees, and consultants (collectively "Indemnitors") shall and do agree to indemnify, protect, defend with counsel approved by the City, and hold harmless the City and its affiliated enterprises, representatives of the City, and their respective officers, directors, employees, and agents (collectively "Indemnitees") from and against all claims, damages, losses, liens, causes of action, suits, judgments, and expenses, including attorney fees, of any nature, kind, or description (collectively "Liabilities") of any person or entity whomsoever arising out of, caused by, or resulting from the performance of services, or provision of goods, by Contractor pursuant to this contract, or any part thereof, which are caused in whole or in part by any negligent act or omission of the Contractor, anyone directly or indirectly employed by it or anyone for whose acts it may be liable even if it is caused in part by the negligence or omission of any Indemnitee, so long as it is not caused by the sole negligence or willful misconduct of any Indemnitee. In the event more than one of the Indemnitors are connected with an accident or occurrence covered by this indemnification, then each of such Indemnitors shall be jointly and severally responsible to the Indemnitees for indemnification and the ultimate responsibility among such Indemnitors for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any Indemnitee. The provisions of this article shall not be construed to eliminate or reduce any other indemnification or right which the City or any of the Indemnitees has by law.

16.2 The Contractor shall protect and indemnify the City from and against all claims, damages, judgments, and loss arising from infringement or alleged infringement of any United States patent, or copyright, arising by or out of any of the services performed or goods provided hereunder or the use by Contractor, or by the City at the direction

of Contractor, of any article or material, provided that upon becoming aware of a suit or threat of suit for patent or copyright infringement, the City shall promptly notify Contractor and Contractor shall be given full opportunity to negotiate a settlement. Contractor does not warrant against infringement by reason of the City's design of articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, the City agrees to cooperate reasonably with Contractor and parties shall be entitled, in connection with any such litigation, to be represented by counsel at their own expense.

17.0 Sales and Use Taxes:

The City is exempt from all Texas State Sales and Use Taxes on materials and equipment to be incorporated in the Services. Taxes shall not be included in the Contract Price.

18.0 Bribery Clause:

Applicant certifies that no employees of theirs, of any affiliate, or of any Subcontractor has bribed or attempted to bribe an officer, employee of the City, or members of any City Committee.

19.0 Signing of Agreement:

When the City gives a notice of award to the successful Proposer, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within ten (10) calendar days thereafter, the Contractor shall sign and deliver the required number of copies of the agreement and attached documents to the City with the required certificate of insurance. Within ten (10) calendar days thereafter, the City shall deliver one (1) fully signed copy to Contractor.

**PART V - REQUIRED DOCUMENTATIONS**

**1.0 CONFLICT OF INTEREST QUESTIONNAIRE:**

If required, under Chapter 176 Texas Local Government Code, the Consultant shall complete the Conflict of Interest Questionnaire (Form CIQ –Form A and CIQ Instructions – Form B) in accordance with the requirements of that Chapter. The Consultant shall be solely responsible for the preparation of its Conflict of Interest Questionnaire, the accuracy, and completeness of the content contained therein and ensuring compliance with all applicable requirements of Chapter 176, Local Government Code.

Chapter 176, Local Government Code, Conflict of Interest Questionnaire (Form CIQ) is available at: <https://www.ethics.state.tx.us/forms/conflict/>

Consultant shall answer each question in the attached Form CIA in relation to the following individuals and submit a completed form with its proposal:

Local Government Officer	Title
Sandy Cox	Mayor
Laurie Higginbotham	Councilmember
Steve Smith	Councilmember
Louis Mastrangelo	Councilmember
Doug Howell	Councilmember
Sanjeev Kumar	Councilmember
Gretchen Vance	Councilmember
Julie Oakley	City Manager
Shereen Gendy	Director of Finance
Todd Radford	Chief of Police
Wendy Askey	HR Manager
Andra Bennett	Parks & Recreation Director
Dale Delong	Public Works Director
Kevin Madison	Presiding Judge

## 2.0 FORM 1295 CERTIFICATE OF INTERESTED PARTIES:

Texas Government Code 2252.908. As required, the Consultant shall complete and file Form 1295, Conflict of Interest Questionnaire for awards that required an action by the City's governing body for goods or services in an amount of \$35,000.00 or more or a contract for more than \$1M before the contract may be signed. The form discloses any interested parties who have a controlling interest of 10% or more ownership) in the business entity and those who actively participate in facilitating the contract or negotiate the terms of the contract, if any.

Contractors who are awarded contracts will be required to submit a signed Form 1295(Form C and Instructions – Form D). Please follow the process to create a Form 1295 from the Texas Ethics Commission's website at:

[https://www.ethics.state.tx.us/filinginfo/1295/index.php#efa\\_collapse](https://www.ethics.state.tx.us/filinginfo/1295/index.php#efa_collapse)

The "identification number" to be used on Form 1295 for this procurement will be provided to the Contractor upon award.

A copy of the submitted form must be submitted to the City of Lakeway before a contract is signed.

# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

# FORM CIQ

**This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY	
Date Received	

**1 Name of vendor who has a business relationship with local governmental entity.**

**2**  **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3 Name of local government officer about whom the information is being disclosed.**

\_\_\_\_\_

Name of Officer

**4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes       No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes       No

**5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

**6**  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7**

\_\_\_\_\_

Signature of vendor doing business with the governmental entity

\_\_\_\_\_

Date

**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:
  - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
  - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
- (2) the date the vendor becomes aware:
  - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
  - (B) that the vendor has given one or more gifts described by Subsection (a); or
  - (C) of a family relationship with a local government officer.

**CERTIFICATE OF INTERESTED PARTIES**

**FORM 1295**

**OFFICE USE ONLY**

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

**5 Check only if there is NO interested Party.**

**6 UNSWORN DECLARATION**  
 My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.  
 My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(street) (city) (state) (zip code) (country)  
 I declare under penalty of perjury that the foregoing is true and correct.  
 Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)  
 \_\_\_\_\_  
 Signature of authorized agent of contracting business entity  
 (Declarant)

**ADD ADDITIONAL PAGES AS NECESSARY** Form provided by Texas Ethics Revised

**CERTIFICATE OF INTERESTED PARTIES FORM (HB 1295)**

The Texas Government Code §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Sections 46.1, 46.3 and 46.5 of the Texas Administrative Code, require a business entity to submit a completed Form 1295 to the City before the City may enter into a contract with that business entity.

Form 1295 must be completed online. In Box 3 of the form, provide the solicitation number, contract number or contract name. The form is available from the Texas Ethics Commission by accessing the following web address:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

**Print your completed Form 1295 showing the Certification Number and Date Filed in the Certification of Filing box at the upper right corner. Sign Form 1295 in front of a notary and submit it with your response to this solicitation.**

The following definitions found in the statute and Texas Ethics Commission rules may be helpful in completing Form 1295.

“Business entity” includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity. The term does not include a governmental entity or state agency.

“Controlling interest” means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.

“Interested party” means: (1) a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts; or (2) a person who actively participates in facilitating a contract or negotiating the terms of a contract with a governmental entity or state agency, including a broker, intermediary, adviser, or attorney for the business entity.

“Intermediary”, for purposes of this rule, means a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:

- (1) receives compensation from the business entity for the person’s participation;
- (2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
- (3) is not an employee of the business entity.

**PART IV – SCOPE OF SERVICES AND SPECIFICATIONS**

**1.0 SCOPE OF SERVICES:**

1.1 The Contractor shall furnish all labor, materials, supplies, equipment, supervision, and incidentals for performing all Work required for the FY 2020 - 2021 Landscape Maintenance Services. It is the intent of this service specifications that the landscape be maintained in pristine condition at all times. The quality of the landscape services should at all times have a neat, clean, healthy, manicured appearance. Services will be performed a total of 44 weeks (36 weekly visits from March 1 to October 31, and 8 bi-weekly visits from November 1 to February 29) per year, weather permitting. The landscape services shall follow the Levels of Service and Frequency herein under.

**2.0 LICENSING AND LABOR:**

The Contractor's employees performing services under this Contract shall meet the following minimum requirements for skills, abilities and knowledge:

- 2.1 Demonstrated knowledge of landscaping care, including tree care and related operations.
- 2.2 Current licenses for operation of equipment utilized by such employee.
- 2.3 Ability to operate and maintain equipment in accordance with the manufacturer's recommendation
- 2.4 Mechanical ability to make required operator adjustments to the equipment being used.
- 2.5 Knowledge of safety regulations as they relate to tree care and traffic control.
- 2.6 At all times during contracted maintenance activities, the Contractor shall have work crews on site that have person who can effectively communicate with residents and receive and complete instructions given by City staff.

**3.0 SERVICE FREQUENCY:**

The service frequency shall be performed by the contractor as specified below:

- 3.1 March 1 through October 31: Weekly services
- 3.2 November 1 through February 29: Transitioning to bi-weekly service
- 3.3 Retention Ponds at Activity Center, City Hall, and Police Department: **As-Needed Basis**

#### **4.0 LEVEL OF SERVICES:**

Level of Service shall be provided by the Contractor as specified below:

#### **4.1 LEVEL A – TURF AREAS, MEDIANS, AND R.O.WS**

- 4.1.1 Mow and trim grass within the area indicated.
- 4.1.2 Weed and maintain all established beds in accordance with accepted landscape standards and practices.
- 4.1.3 Blow and remove clippings.
- 4.1.4 Apply at the correct seasonal times, fertilizers, herbicides and pesticides as needed. Prune all landscape plants, bushes, hedges, and trees as needed according to established landscaping standards and practices. Add topsoil, mulch, decomposed granite, and blue river rock as necessary. Protect plants from degradation.

#### **4.2 LEVEL B – GARDENS**

- 4.2.1 Weed and maintain all established beds in accordance with accepted landscape standards and practices.
- 4.2.2 Blow and remove clippings.
- 4.2.3 Apply at the correct seasonal times, fertilizers, herbicides and pesticides as needed.
- 4.2.4 Prune all landscape plants, bushes, hedges and trees as needed according to established landscaping standards and practices.
- 4.2.5 Add topsoil, mulch, decomposed granite, and blue river rock as necessary.
- 4.2.6 Protect plants from degradation. Beds and tree rings are required to be mulched two (2) times per year (May & November).

#### **4.3 LEVEL C – PARK GARDENS**

- 4.3.1 Weed and maintain all established beds in accordance with accepted landscape standards and practices.
- 4.3.2 Blow and remove clippings. Apply at the correct seasonal times, fertilizers, herbicides and pesticides as needed.
- 4.3.3 Fertilizers, herbicides and pesticides as needed.
- 4.3.4 Prune all landscape plants, as needed according to established landscaping standards and practices.
- 4.3.5 Protect plants from degradation.

4.3.6 Beds and tree rings are required to be mulched two (2) times per year (May & November).

#### 4.4 LEVEL D – ROADWAY GARDENS

4.4.1 Weed and maintain all established beds in accordance with accepted landscape standards and practices.

4.4.2 Blow and remove clippings.

4.4.3 Prune all landscape plants, bushes and trees as needed according to established landscape standards and practice.

4.4.4 Add topsoil, mulch and decomposed granite, as necessary.

3.1.4 Apply herbicide and pesticides as needed.

#### 5.0 TURF AREAS:

5.1 Mow and edge all turf areas once per week. No more than one-third of the existing growth will be removed at each mow. All mowing should be performed with rotary type mowers **with the guards in the downward position**. Line trimmers shall be used for edging purposes only and shall not be used to cut the grass horizontally except in areas that mowers cannot reach.

5.2 Turf shall be maintained at the following heights: St. Augustine grass, 2 ½” – 3”; Bermuda grass, 1 ½” – 2”. Mowing heights shall be adjusted to keep grass out of stress.

5.3 Edge around all boundaries and obstacles. Avoid damaging trees with trimmer line.

5.4 Catch clippings or blow turf areas, then rake and bag to maintain appearance and avoid thatch build-up.

5.5 Rake and mow those areas which have significant leaves or which have experienced ½” or more of growth. Also, remove landscape debris from all parking lots and sidewalks.

5.6 Fertilizer all turf areas three (3) times per year. Nitrogen shall be a least 1 pound per 1000 sq. ft. per application. The three (3) applications shall have a slow release or “organic” form of nitrogen. More than 70% of the total nitrogen content shall be derived from either S.C.U., I.B.D.U. or an approved substitute.

5.7 To maintain green, healthy grass. Frequency – 3 times per year, slow release 2-3 lb. N/1000 sq. ft. Reduced for trees, shrubs and shaded areas. Iron, micro-meteorites and 25-50% sulfur as needed for high alkalinity.

5.8 All trees should be appropriately fertilized at least once a year using Polyon (resin coated) 42-4-8 plus micronutrients.

- 5.9 Turf areas must be treated with appropriate fungicides as needed to maintain appearance. Fungicide applied to St. Augustine grass in the spring. More fungicide may be needed when rains are excessive.
- 5.10 Chemicals such as liquid or granular iron applied two (2) times annually to shrubs. Fungicide applied to shrubs as needed. Summer/Winter dormant oil applied to plants in Fall and late Spring as needed to control scale, mealy mugs, etc.
- 5.11 A minimum of two pre-emergent and two (2) post-emergent applications per year are required. Additional applications may be necessary to maintain a weed-free-turf. Grass and weeds inside the wooden electrical enclosure at the Swim Center shall be aggressively maintained.

## **6.0 SHRUBS AND GROUND COVER AREAS:**

- 6.1 All areas should be weed-free by manual weeding and the use of appropriate herbicides. Pre-emergent herbicides should be applied at least two (2) times per year.
- 6.2 All areas should be fertilized at least three (3) times per year with a balanced slow-release fertilizer that is appropriate to the plant and soil conditions.
- 6.3 Hedge shrubs and ground cover edges should be trimmed as necessary to maintain a manicured appearance consistent with the good health and growth of the plants. All hedges should be pruned using hand pruners, all shearing shall be done with blade type clippers. Line trimmers should not be used to trim hedges.
- 6.4 All other shrubs should be trimmed no less than three (3) times per year or as necessary to maintain a healthy and manicured appearance.
- 6.5 Appropriate fungicides should be used as required to maintain the health and appearance of all plants.
- 6.6 Photinia should not be trimmed until new foliage begins to turn green. The exception to this standard is on those hedges that exhibit uneven rates of growth. Faster growing areas of these hedges should be lightly trimmed back to maintain a reasonable uniformity.
- 6.7 Flowering shrubs should be trimmed after the blooming cycle.
- 6.8 Shrubs with canes should have the oldest one-third (1/3) of the canes pruned each spring.
- 6.9 Existing trees should be free of vines, weeds, and parasitic plant material at all times.
- 6.10 Crape myrtles should be continually trimmed during the blooming season to promote maximum color. During the dormant season, all stems smaller than a pencil shall be pruned. Contractor will treat for aphids and powdery mildew as needed.

6.11 Mulching is to be done with fine Black Texas Native Hardwood Mulch, twice annually (May & November). Pine bark mulch or ANY OTHER TYPE OF MULCH WILL NOT BE ACCEPTED.

**7.0 LANDSCAPE TREES (10” CALIPER AND UNDER):**

7.1 All trees should be lightly pruned as needed during the growth season to maintain safety, access, appearance, and health. All suckers will be removed at least once monthly and immediately sealed with pruning seal.

7.1.1 **DO NOT** prune any oak trees during the months of February through June.

7.1.2 **DO NOT** top cut any trees.

7.2 All trees should be well-pruned and shaped once during the winter season. Do not prune when trees are setting buds. Prune annually 10” caliper and smaller trees during dormant period to remove dead and broken limbs, enhance tenant visibility of signage and storefront, reduce traffic hazards, and maintain pedestrian safety.

7.3 Maintain a 48” perfect circle basin around trees at high visibility areas, sufficient to eliminate mechanical injury and ensure proper aeration and water. All other basins are to be maintained at a consistent size. Maintain a minimum of two inches of mulch in tree wells year-round. All trees wells shall be completely mulched a minimum of two times per year (May & November) Mulch should be Black Texas Native Hardwood Mulch. Immediately remove grass clippings, leaves, or weeds from tree basins.

7.4 Existing trees should be free of vines, weeds, and parasitic plant material at all times.

7.5 Crape myrtles should be continually trimmed during the blooming season to promote maximum color. During the dormant season, all stems smaller than a pencil shall be pruned. Contractor will treat for aphids and powdery mildew as needed.

7.6 Stakes and guys shall be adjusted monthly to avoid damage to plants. Stakes and guys should be repaired as needed and removed when no longer needed after notifying the City.

7.7 All trees should be appropriately fertilized at least once a year using Polyon (resin coated) 42-4-8 plus micro nutrients.

**8.0 LARGE/NATIVE TREES:**

8.1 Keep trees free of vines at all times unless otherwise noted.

**9.0 BEDS, MEDIANS, GARDENS, AND MONUMENT:**

9.1 Replace dead plant material as needed. Beds shall be thoroughly tilled 6” prior to planting. Appropriate amounts of fungicides and insecticides should be incorporated into the soil before planting. Plant materials should be recommended to the City prior to installation.

- 9.2 Fertilize once prior to planting and between each new planting with appropriate fertilizers as required to maintain plant health and appearance.
- 9.3 Hand pull weeds as required to maintain a manicured appearance. Use proper post-emergent and pre-emergent herbicides to maintain weed-free beds.
- 9.4 Use appropriate insecticides and fungicides as needed to control pests and to maintain disease control.
- 9.5 Deadhead and prune flowers as needed to ensure blooming.
- 9.6 Beds and medians should not remain barren between plantings for more than two (2) days and plants should not be removed before a holiday weekend.

**10.0 GARDENS SHRUBS AND TREES:**

- 10.1 Shrubs and grasses should be edged and topped at the appropriate time each year to encourage full vigorous plants. Flowering shrubs should be trimmed only after the blooming cycle to obtain maximum color.
- 10.2 Shrubs should be selectively pruned throughout the year to maintain a natural shape, e.g., sage and rosemary should not be trimmed as hedges.
- 10.3 Pruning should enhance view of signs, illumination by light fixtures, airflow around plants and air conditioning units, and clear vehicular and pedestrian right of ways. When plants cannot be pruned appropriately to accomplish these goals, the Contractor should suggest alternate plants to the City.
- 10.4 Tree basins and shrub beds should be edged and maintained on each visit.
- 10.5 Selective light pruning of trees and removal of suckers should be done with sterilized equipment and at the appropriate season.
- 10.6 Oak trees should be sealed with high-quality tree paint.
- 10.7 Freeze damage should be trimmed.

**11.0 FLOWERS, SHRUBS AND TREES:**

- 11.1 Mulch applied two (2) times per year; Black Texas Hardwood Mulch applied a minimum of two inches deep.
- 11.2 Slow release fertilizer applied three (3) times per year as per instructions.
- 11.3 Weed control on each visit, including pre-emergent and post-emergent at appropriate times of the year.

11.4 Thin and divide plants, as needed.

**12.0 PEST CONTROL:**

12.1 Appropriate insecticide should be used to maintain the health and appearance of all plants.

12.2 Inspect plants for insects and diseases at each visit and treat problems immediately.

11.3 Turf is to be treated as necessary with appropriate insecticide to control normal soil pests. A (e.g. Logic) to be applied throughout the year. There should be a minimum of one (1) broadcast treatment of a contact insecticide applied at labeled rates. Spot treat all mounds in turf and landscaped areas minimum of (2) times per month. Unless instructed otherwise, alternate between Dursban, Diazinon, and Orthene at least every two (2) months. Logic shall be broadcast on the entire area at the labeled rate at least twice per year.

11.4 Treat for ants in all areas. Mounds and noticeable ant trails on pavement should be addressed immediately. In the event of a major infestation, it is the Contractor's responsibility to regain control of the ant population immediately.

11.5 Notify the City immediately of any damage, disease, or insect infestation so that the City can take corrective action.

**13.0 PAVED AREAS:**

13.1 All sidewalks and parking areas should be kept free of weeds and grasses with manual weeding and/or contact herbicides. Areas shall be cleaned of debris.

13.2 Parking lot gutters and curbs should be swept or blown weekly to remove clippings and other debris.

13.3 Control weeds at parking lot perimeter, sidewalks, columns, and paving joints with manual weeding as required to maintain such areas weed-free. Selectively use post-emergent herbicides as needed to eliminate weeds.

**14.0 DEBRIS, TRASH, AND LITTER:**

13.1 Normal trash and litter should be removed from all lawn and landscape areas per service. Litter should include, but is not limited to, items such as leaves, paper products, clippings, cigarette butts, and any other debris.

13.2 Sidewalk debris should be blown away from all buildings and pools. Extreme care should be used when blowers are used around parked cars.

13.3 Immediately clean all debris that resulted from any and all landscape work and remove from site. Large limbs, and/or fallen trees to be removed at Contractor's expense. Use of onsite dumpsters is prohibited.

**14.0 SITE DRAINAGE:**

- 14.1 Maintain all existing curb openings to allow free drainage of water from parking areas. Clean or maintain grates as necessary to prevent ponding.
- 14.2 Prevent clogging of drain openings in and around landscape beds and pools.

**15.0 SITE INSPECTION:**

- 15.1 A Contactor weekly site inspection will be performed by qualified personnel separate from crew visit. Adequate time should be allowed to thoroughly inspect the site for completeness of crew work as well as to diagnose and head off problems. In addition, the City shall be provided a written report indicating what work items were performed, along with recommendations and price quotes for any additional work Contractor thinks is necessary.

**16.0 IRRIGATION:**

- 16.1 City staff will monitor all irrigation lines on City property.
- 16.2 Should the Contractor damage the irrigation system while providing the Work, the Contractor shall notify the City and shall repair or replace damaged irrigation immediately at Contractor's expense.

**17.0 DECOMPOSED GRANITE AND BLUE RIVER STONES:**

- 17.1 Upon request by the City, the Contractor will lay additional decomposed granite and blue river stones, in planted medians and tiered beds to maintain a neat appearance. Bidder shall provide a separate quote for this service and upon approval shall perform such service. Upon completion, the contractor will invoice the City separately from the monthly invoices.

**18.0 RETENTION PONDS – POLICE FACILITY, ACTIVITY CENTER, AND CITY HALL**

- 18.1 These areas shall be free of salt cedars, sand, silt, or any other sediments and debris. **This service shall be only upon request and as-needed basis.** Bidder shall provide a price on line item no. 21 - 23, Exhibit A – Price Form. Should this service be requested, the contractor will invoice the City upon completion on a separate invoice from the monthly invoices. Contractor shall not make claim for anticipated profits or loss of profit due to the possibility of this service.

## EXHIBIT A - PRICE FORM

### FY2020-2021 - CITY OF LAKEWAY LANDSCAPE MAINTENANCE SERVICES

Furnish and pay of all materials, labor, transportation, tools, equipment, supervision, insurance, and any other related incidentals to provide landscaping maintenance services accordance to the terms and conditions of the soliciting document:

#### TURF AREAS

ITEM NO. 1 - LAKEWAY POLICE FACILITY AREA = 223,311 sq. ft.	F.Y.I IRRIGATED	LEVEL OF SERVICE	PRICE
All established beds adjacent to building	Yes	B	
All established beds in parking area medians	Yes	B	
All other beds and plantings around paved areas, signs	Yes	B	
All water quality and drainage features	Yes	D	
Remaining property	Yes	A	
<b>Item No. 1 - Lakeway Police Facility</b>			\$

ITEM NO. 2 - CITY HALL , CITY HALL PARK & ROCK RETAINING WALL, & ANNEX AREA = 150, 287 sq. ft.	F.Y.I IRRIGATED	LEVEL OF SERVICE	PRICE
All established beds adjacent to building	Yes	B	
All established beds in parking area medians	Yes	B	
All other beds and plantings around paved areas, signs	Yes	B	
Lohmans Crossing Wall bed & area behind	Yes	D	
All water quality and drainage features	No	D	
Remaining property	No	A	
<b>Item No. 2 - Lakeway City Hall, City Hall Park &amp; Rock Retaining Wall &amp; Annex</b>			\$

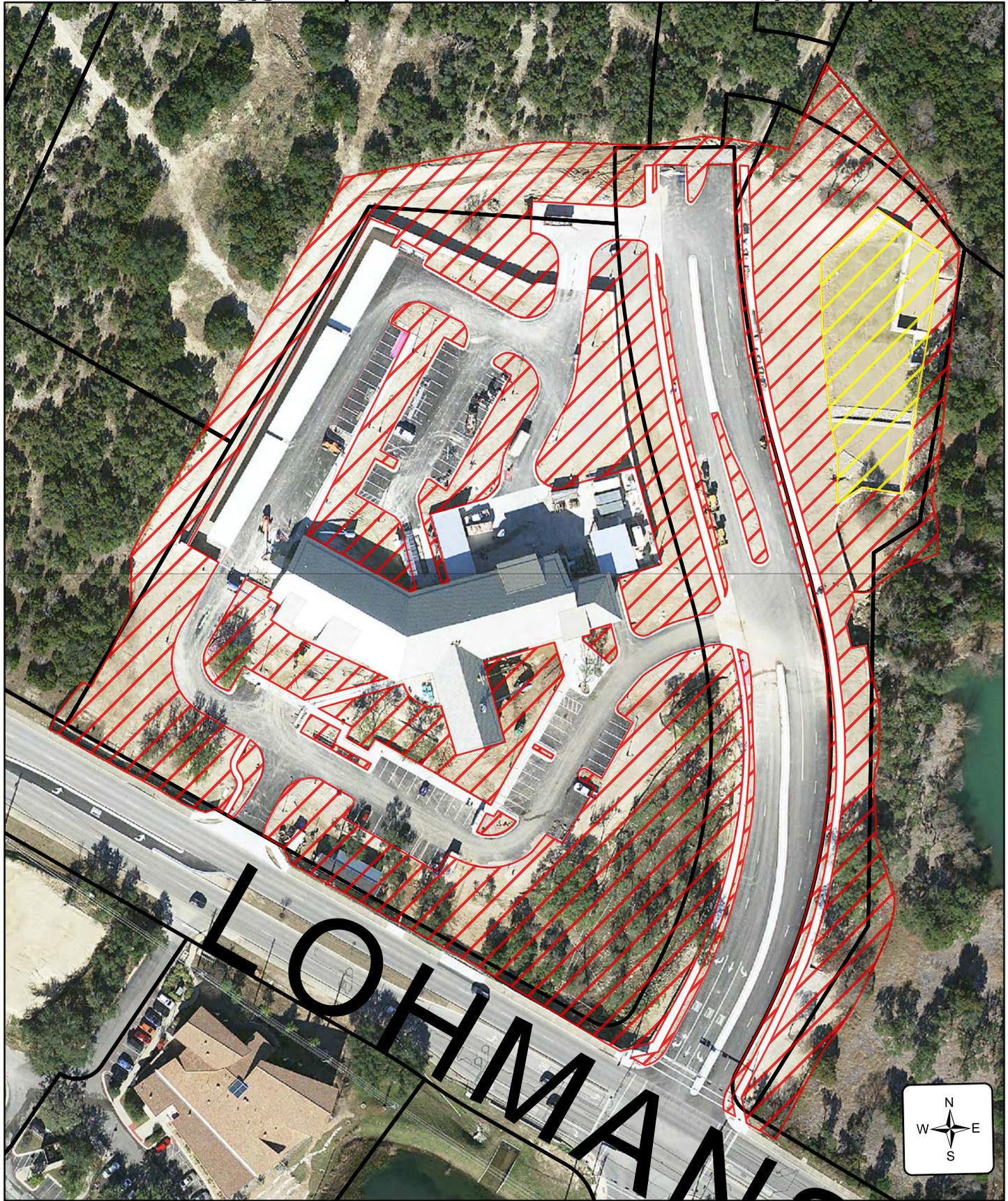
<b>ITEM NO.3 - LAKEWAY JUSTICE CENTER AREA = 64,417 sq. ft.</b>	<b>F.Y.I IRRIGATED</b>	<b>LEVEL OF SERVICE</b>	<b>PRICE</b>
All beds, trees and shrubs outside of building	Yes	B	
Grassy areas adjacent to the buildings	No	A	
<b>Item No. 3 - Sub Total Lakeway Justice Center</b>			\$
<b>ITEM NO. 4 - LAKEWAY SWIM CENTER PARK AREA = 188,085 sq. ft.</b>	<b>F.Y.I IRRIGATED</b>	<b>LEVEL OF SERVICE</b>	<b>PRICE</b>
Exterior park area adjacent to pool, buildings and Skate park	Yes	A & B	
Interior pool area inside fenced enclosure, including potted plants	Yes	A & B	
<b>Item No. 4 - Sub Total Lakeway Swim Center Park</b>			\$
<b>ITEM NO. 5 &amp; 6 - Lakeway Park &amp; Porpoise Park</b>	<b>F.Y.I IRRIGATED</b>	<b>LEVEL OF SERVICE</b>	<b>PRICE</b>
<b>Item No. 5 - Lakeway Park #1 (Median on Lakeway Dr.) AREA = 16,651 sq. ft.</b>	Yes	A	\$
<b>Item No. 6 - Porpoise Park AREA = 77,180 sq. ft.</b>	Yes	A	\$
<b>MEDIANS &amp; R.O.W's</b>			
<b>ITEM NO. 7, 8, 9, &amp; 10 - LAKEWAY BLVD. LOHMANS CROSSING, LOHMANS CROSSING MEDIAN</b>	<b>F.Y.I IRRIGATED</b>	<b>LEVEL OF SERVICE</b>	<b>PRICE</b>
<b>Item No. 7 - Lakeway Blvd. @ RR 620S (Median &amp; Monument) AREA = 15,255 sq. ft.</b>	Yes	A	\$
<b>Item No. 8 - Lohmans Crossing @ RR 620 (Median &amp; Monument) AREA = 2,329 sq. ft.</b>	Yes	A	\$
<b>Item No. 9 - Lohmans Crossing Median AREA = 21,973 sq. ft.</b>	Yes	A	\$
<b>Item No. 10 - Lakeway Blvd. @ Lohmans Crossing East &amp; West End Caps AREA = 348 sq. ft.</b>	Yes	A	\$

ITEM NO. 11 - LAKEWAY BLVD & LAKEWAY DRIVE AREA = 7,514 sq. ft.	F.Y.I IRRIGATED	LEVEL OF SERVICE	PRICE
Item No. 11 - Lakeway Dr. @ Lakeway Blvd. Tiered beds Entire Median	No Yes	D A	\$
ITEM NO. 12 - SAILMASTER MEDIANS AREA = 8,233 sq. ft.	F.Y.I IRRIGATED	LEVEL OF SERVICE	PRICE
Item No. 12 - East & West Sailmaster medians at Lohmans Crossing	No - East Yes - West	A	\$
ITEM 13 - HIGHLAND BLVD. AREA = 358,663 sq. ft.	F.Y.I IRRIGATED	LEVEL OF SERVICE	PRICE
Item No. 13 - Highlands Boulevard (Lakeway Blvd. to Bee Creek Rd-Sidewalk to sidewalk; includes median, but NOT flower beds)	Yes	A	\$
ITEM NO. 14 & 15 - BEE CREEK MEDIANS & CLARA VAN MEDIANS	F.Y.I IRRIGATED	LEVEL OF SERVICE	PRICE
Item No. 14 - Bee Creek Medians (Highland Blvd. to Hwy 71 - Includes median, but NOT flower beds) AREA = 90,166 sq. ft.	No	A	\$
Item No. 15 - Clara Van Medians @ 620 AREA = 13,873 sq. ft.	Yes	A	\$
GARDENS			
ITEM NO. 16 - HERITAGE CENTER PARK & SPIRIT OF FREEDOM MONUMENT AREA 84,582 sq. ft.	F.Y.I IRRIGATED	LEVEL OF SERVICE	PRICE
Exterior park area adjacent to Building	Yes	B	
Spirit of Freedom Monument area	Yes	C	
Adjacent parking lot, remaining property	No	A	
Item No. 16 - Sub Total Heritage Park			\$

<b>ITEM NO. 17 - LAKEWAY ACTIVITY CENTER AREA = 178,461 sq. ft.</b>	<b>F.Y.I IRRIGATED</b>	<b>LEVEL OF SERVICE</b>	<b>PRICE</b>
All beds, trees and shrubs outside of building	Yes	B	
Interior courtyard area	Yes	A	
Entire fountain area	Yes	B	
Parking lot	No	B	
<b>Item No. 17 - Sub Total Lakeway Activity Center</b>			\$
<b>ITEM NO. 18 - HAMILTON GREENBELT PARKING LOT &amp; ENTRY GARDENS AREA = 31,292 sq. ft.</b>	<b>F.Y.I IRRIGATED</b>	<b>LEVEL OF SERVICE</b>	<b>PRICE</b>
<b>Item No. 18 - Sub Total Hamilton Greenbelt</b>	Yes	A	\$
<b>ROADWAY GARDENS</b>			
<b>ITEM NO. 19 &amp; 20 - CITY GATEWAY IDENTIFICATION SCULPTURES (NORTH &amp; SOUTH)</b>	<b>F.Y.I IRRIGATED</b>	<b>LEVEL OF SERVICE</b>	<b>PRICE</b>
Item No 19 - North Gateway - All established beds AREA = 466 sq. ft.	Yes	D	
Item No. 20 - South Gateway - All established beds AREA = 14,312 sq. ft.	Yes	D	
Remaining property	No	A	
<b>Item No. 19 &amp; 20 - Sub Total Gateway Sculptures (North, South, &amp; Remaining Property)</b>			\$
<b>TOTAL ANNUAL BID, ITEMS NO. 1 TO 21: \$ _____</b>			
<b>ITEM NO. 21, 22, &amp; 23 - RETENTION PONDS. This service shall be only upon request as-needed basis.</b>			
Item No. 21 - Activity Center	Area = 1,753 sq. ft.	As - Needed	\$
Item No. 22 - City Hall	Area = 1,784 sq. ft.	As - Needed	\$
Item No. 23 - Police Department	Area = 17,417 sq. ft.	As - Needed	\$

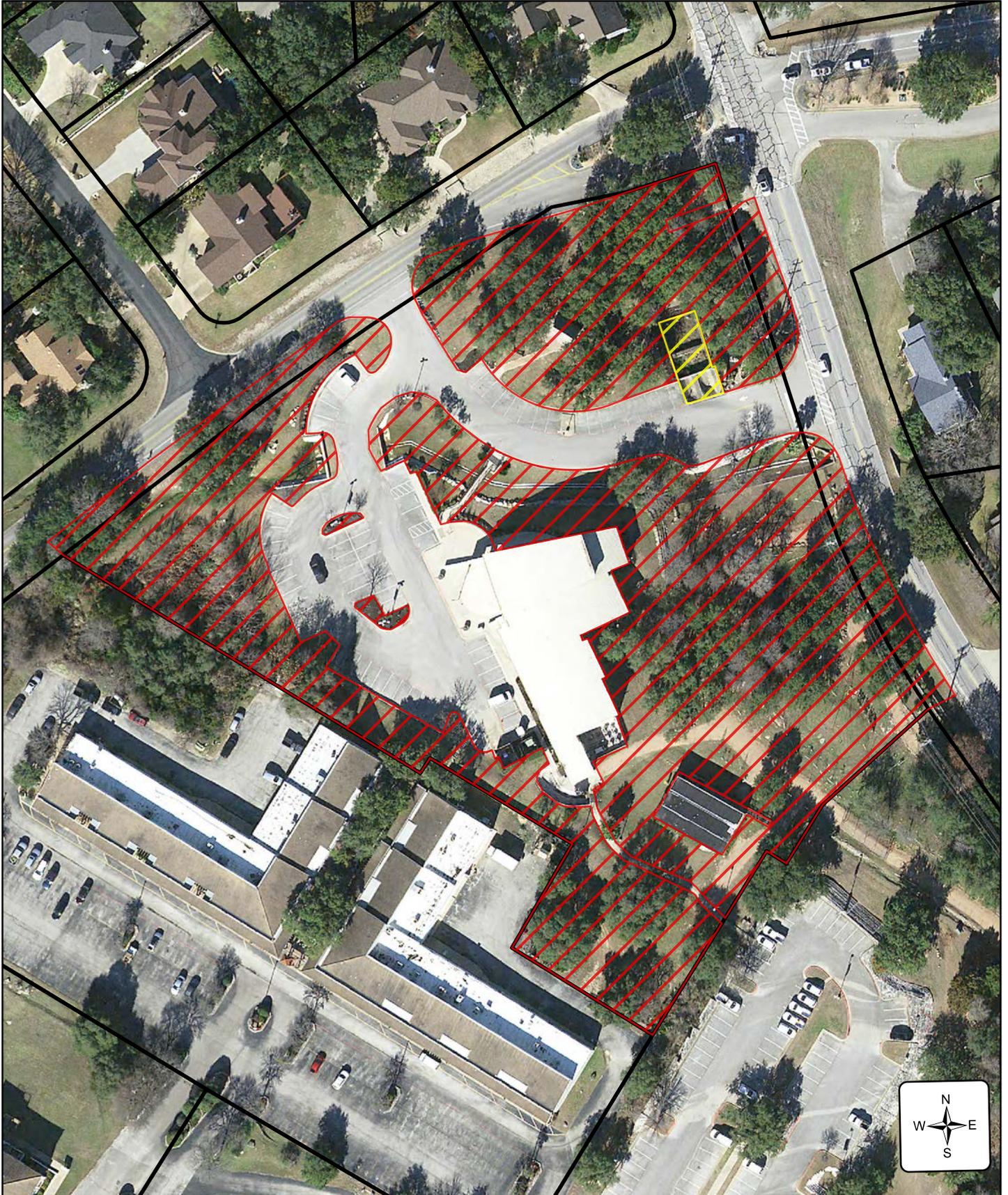
**POLICE DEPARTMENT**  
**Landscape**  
**AREA = 223,311 sq ft**

**POLICE DEPARTMENT**  
**Detention Pond**  
**AREA = 17,417 sq ft**



**CITY HALL**  
**Landscape Turf**  
**AREA = 150,287 sq ft**

**CITY HALL**  
**Detention Pond**  
**AREA = 1,784 sq ft**

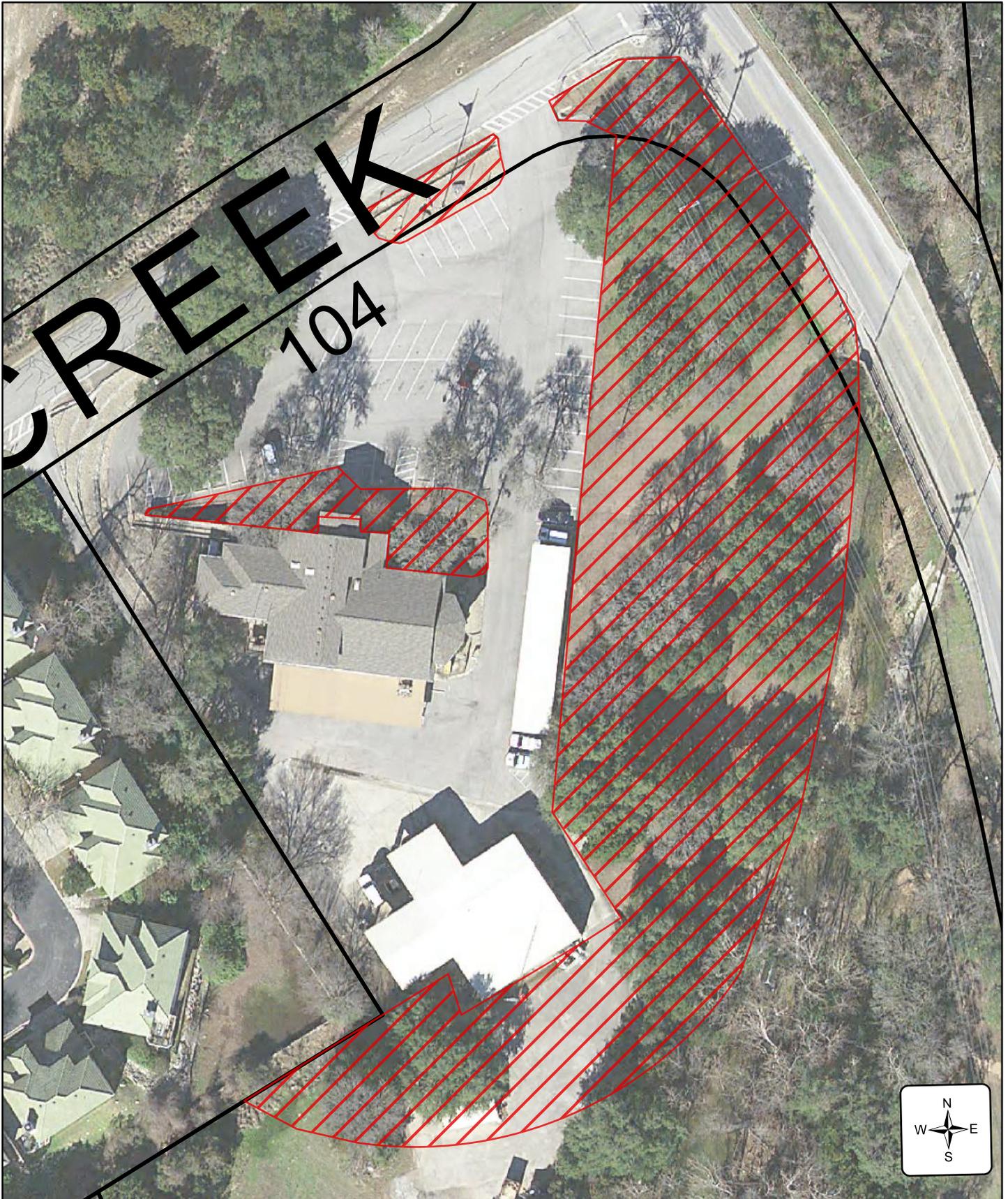


# LAKEWAY JUSTICE CENTER

ITEM NO. 3

Landscape Turf

AREA = 64,417



# LAKEWAY SWIM CENTER PARK

ITEM NO. 4

Landscape Turf  
AREA = 188,085 sq ft

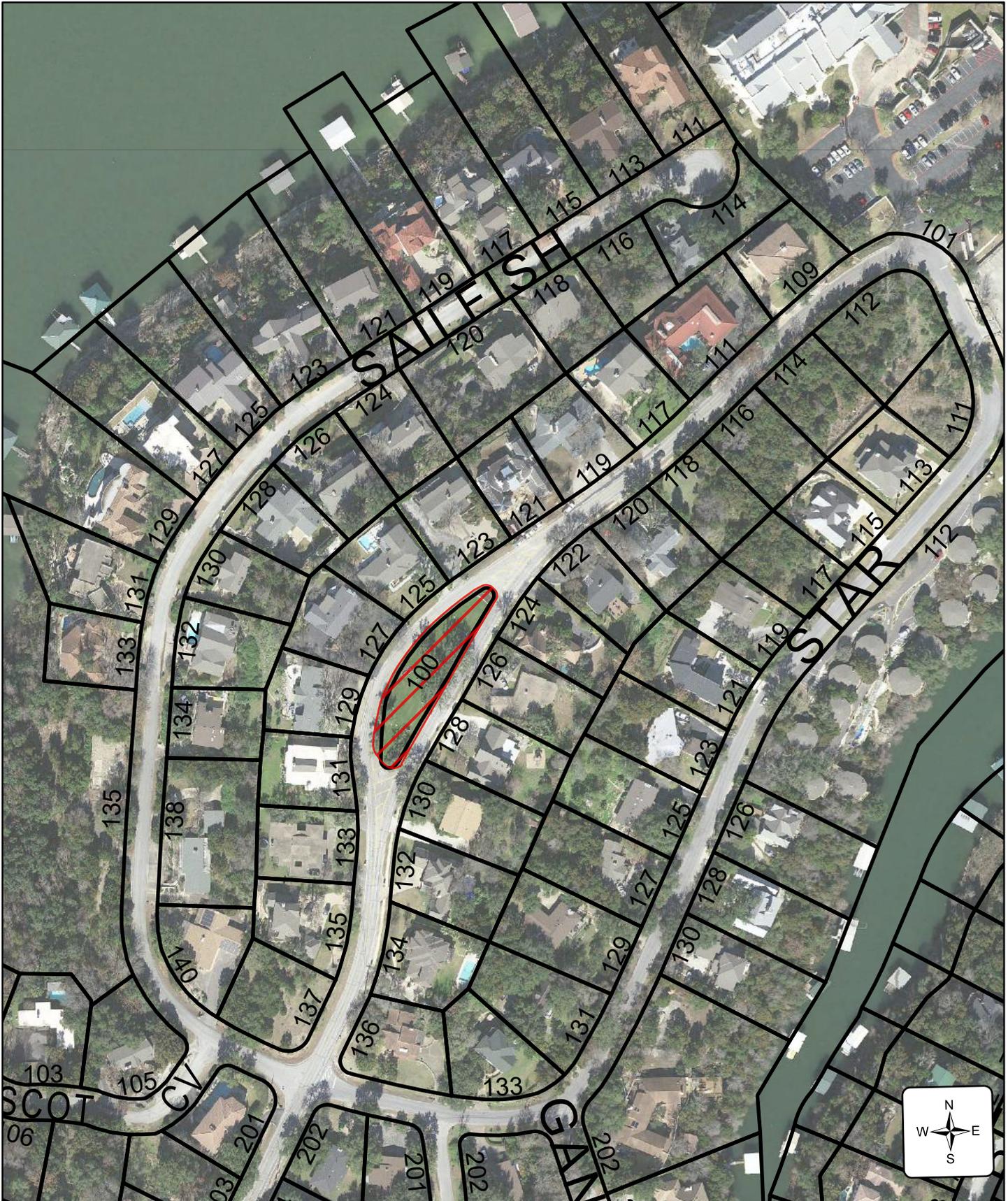


# LAKEWAY PARK #1

ITEM NO. 5

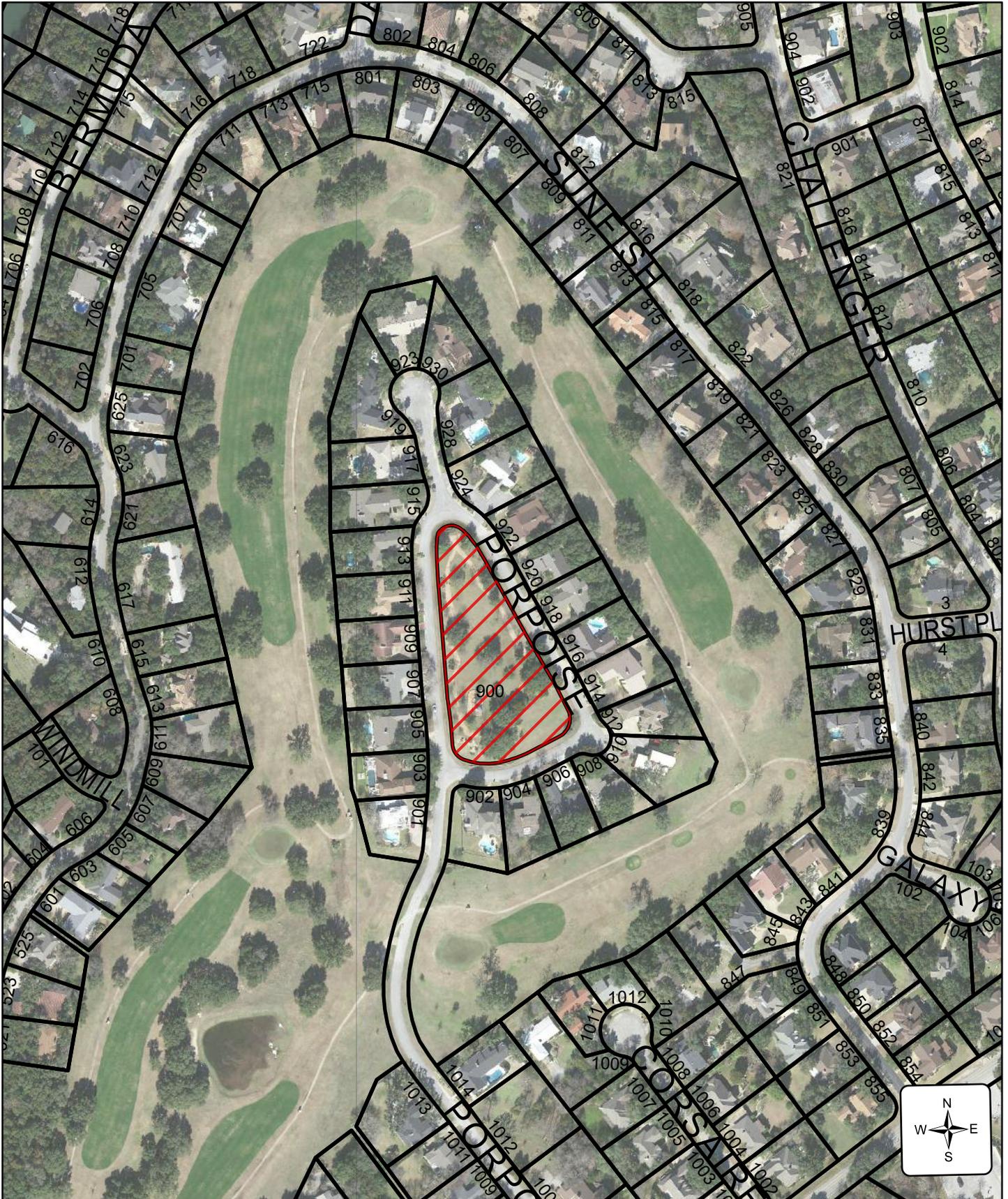
Landscape Turf

AREA = 16,651 sq ft



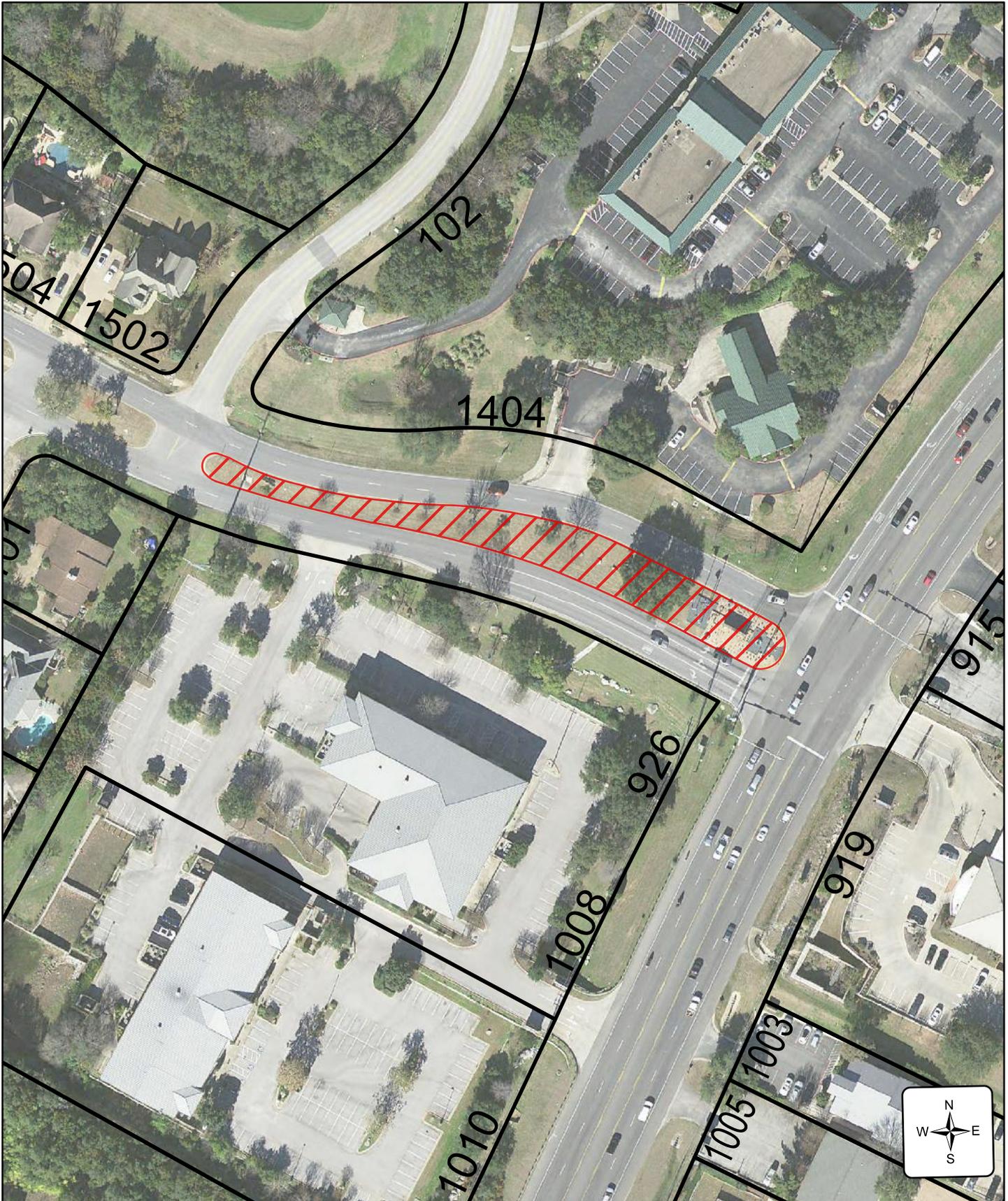
**PORPOISE PARK**  
**Landscape Turf**  
**AREA = 77,180 sq ft**

ITEM NO. 6

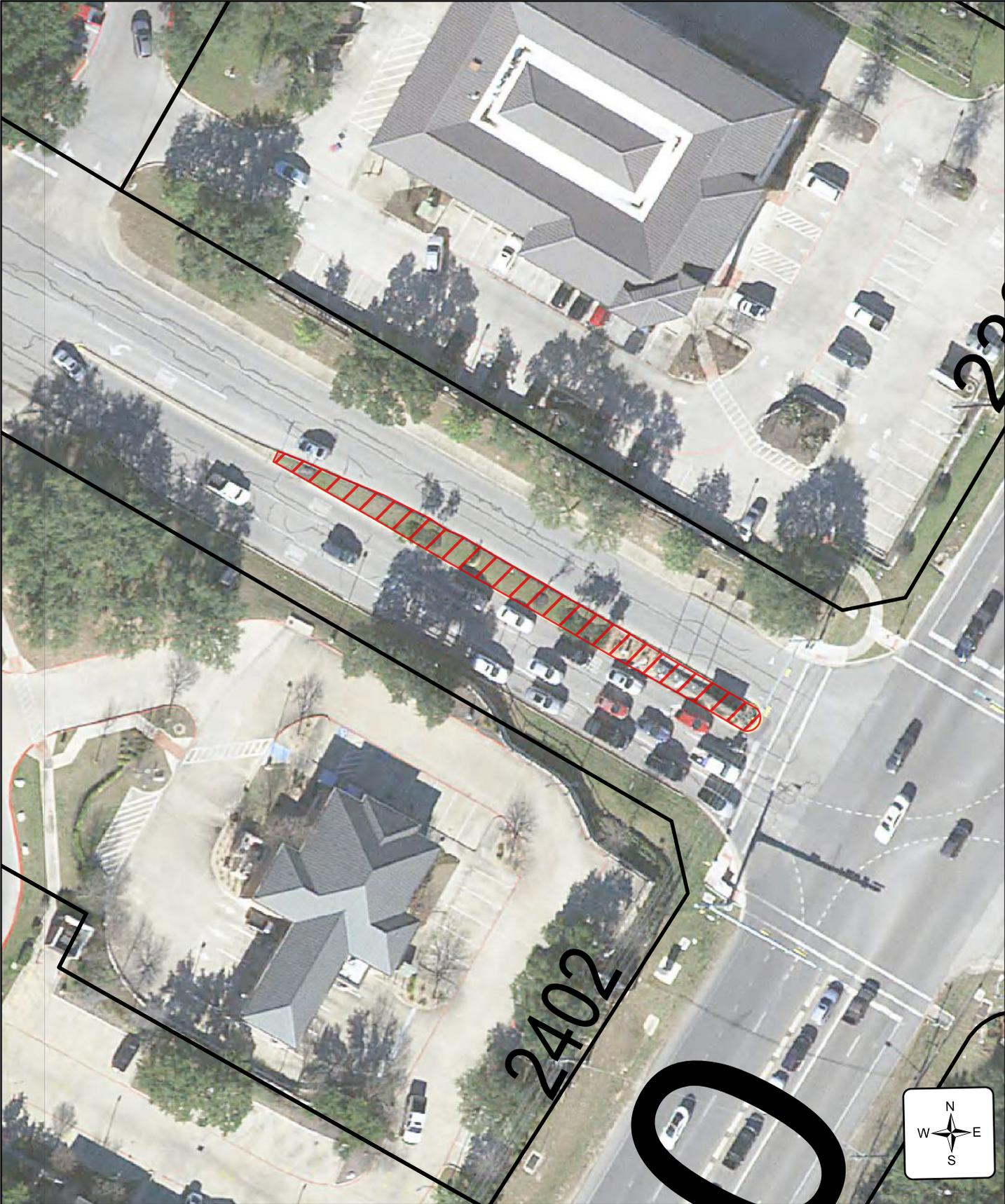


LAKEWAY BLVD AT RR 620 S: MEDIAN AND MONUMENT

Landscape Turf  
AREA = 15,255 sq ft



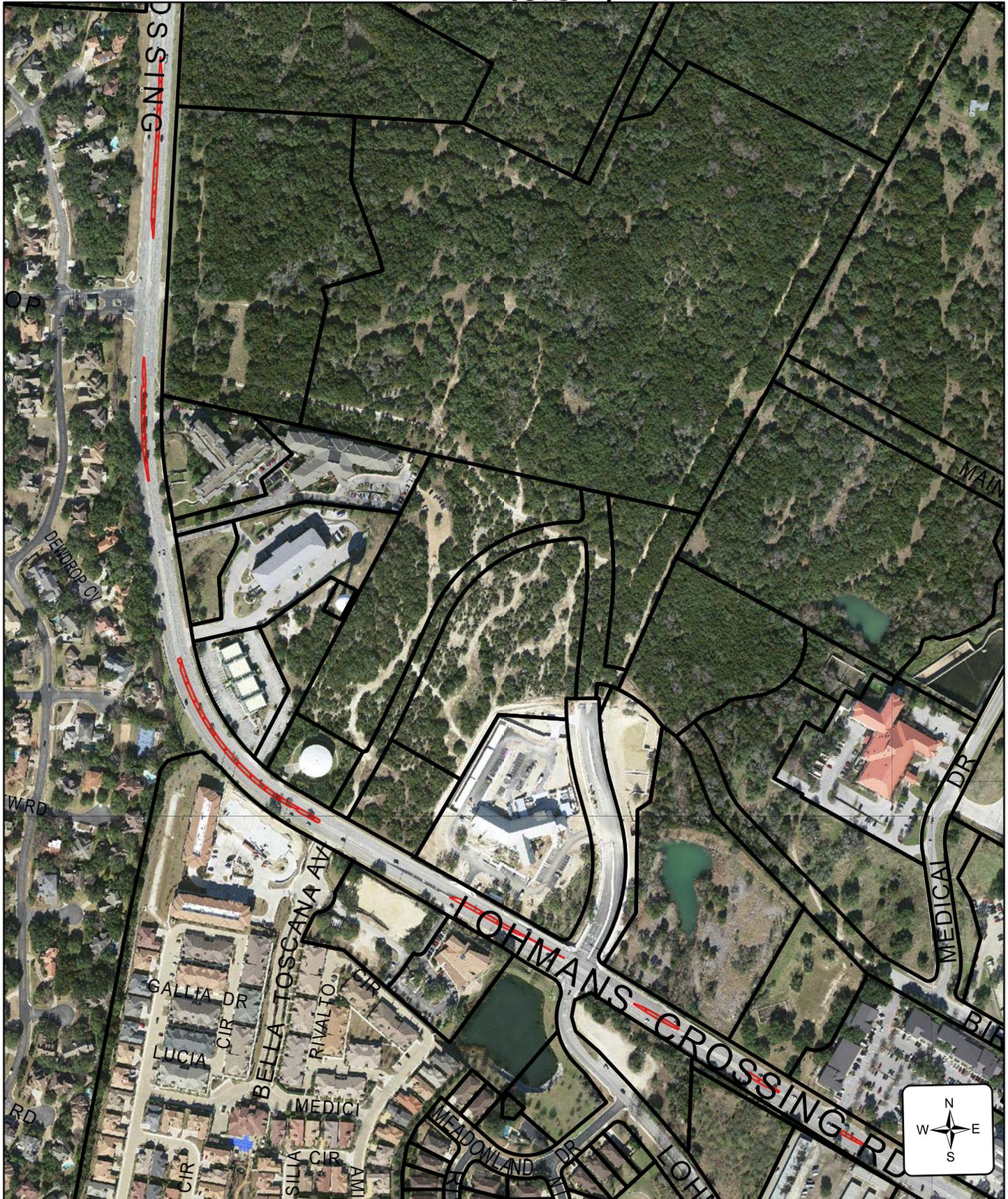
**LOHMANS CROSSING RD**  
**Medians & ROW's**  
**AREA = 2,329 sq ft**



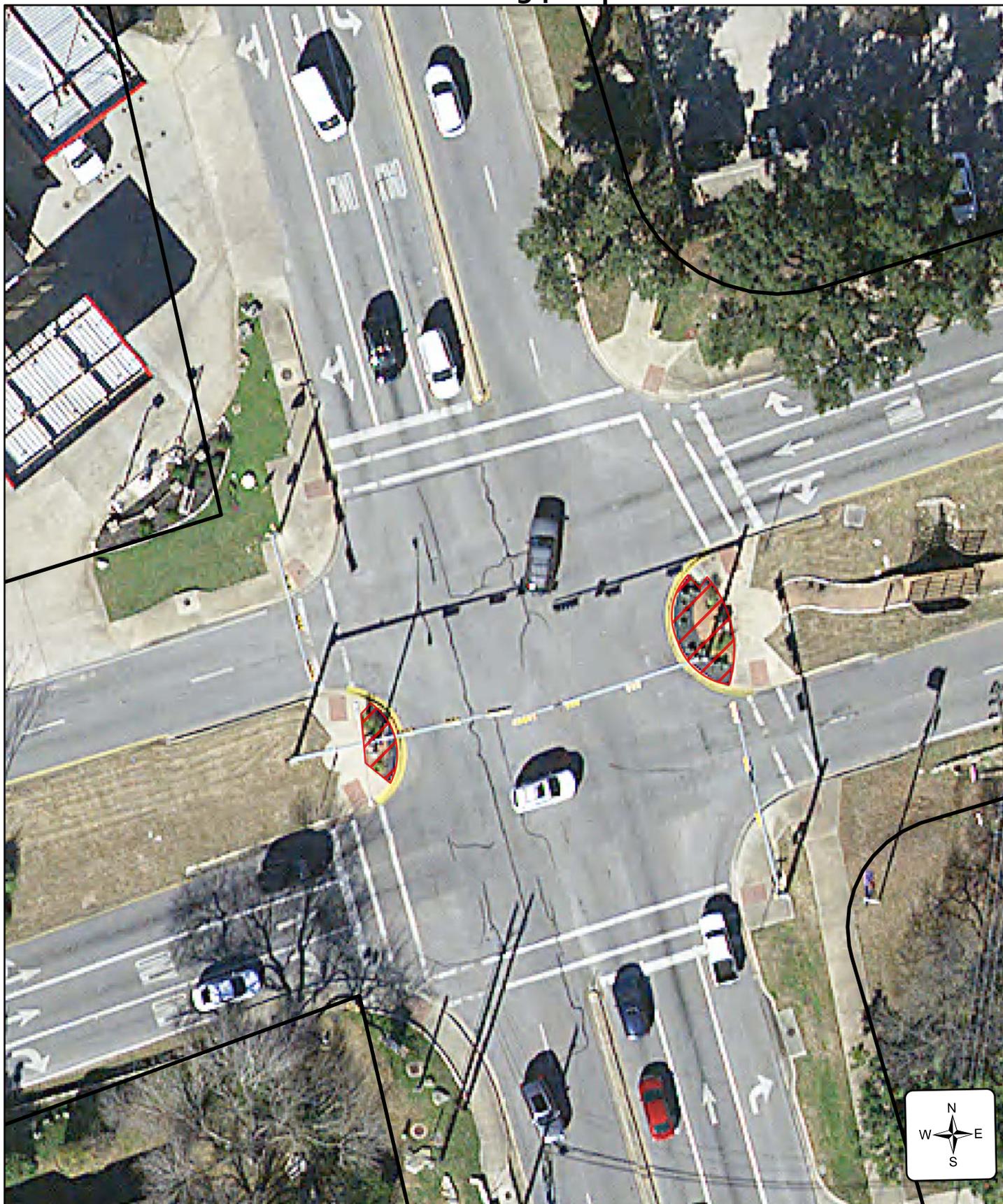
# LOHMANS CROSSING RD

## Medians

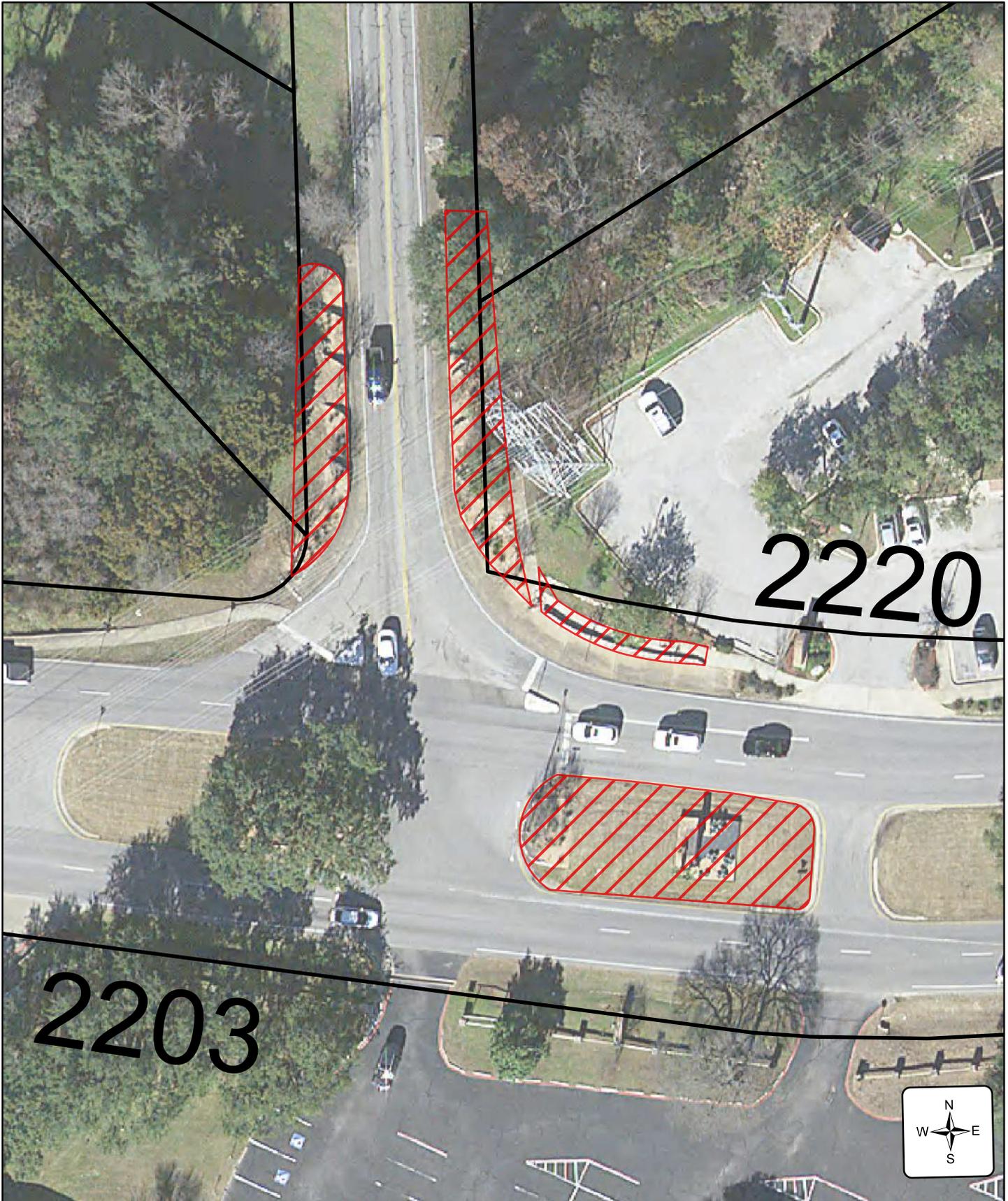
AREA = 21,973 sq ft



**LAKEWAY BLVD AT LOHMANS CROSSING RD  
EAST & WEST END CAPS  
AREA = 348 sq ft**



**LAKEWAY BLVD LAKEWAY DR**  
**Medians & ROW's**  
**AREA = 7,514 sq ft**



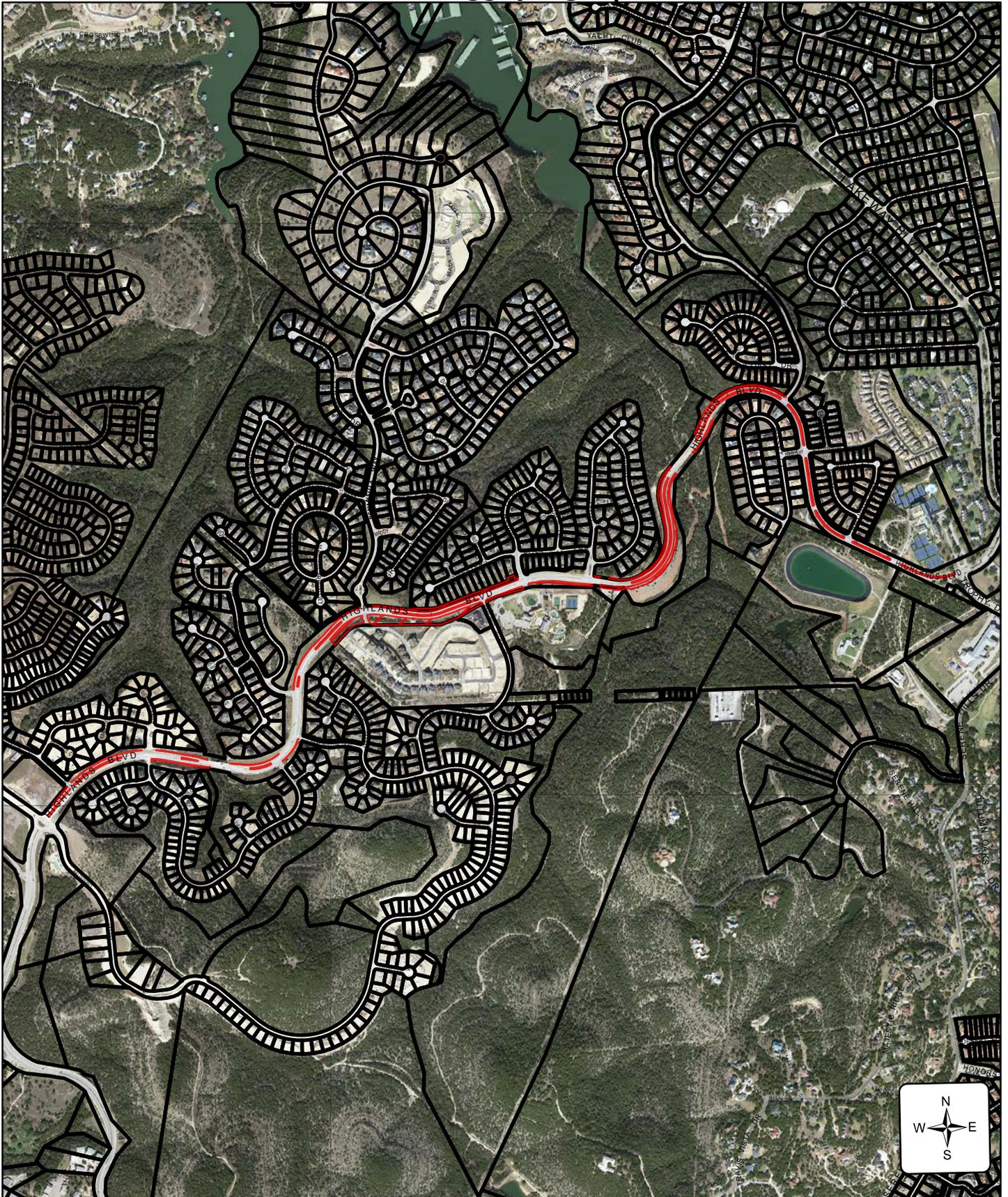
**EAST & WEST SAILMASTER AT LOHMANS CROSSING**

**Medians & ROW's**

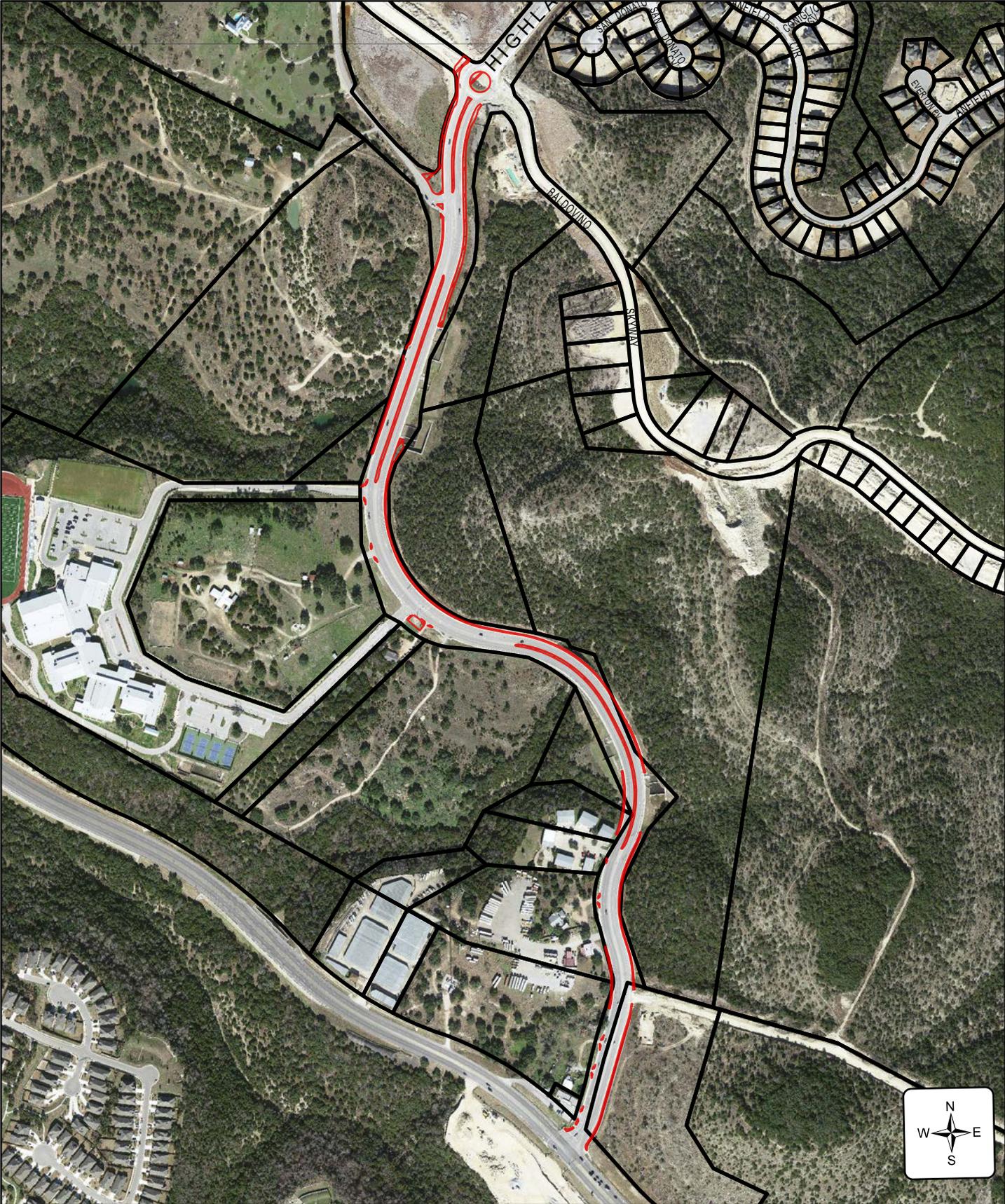
**AREA = 8,233 sq ft**



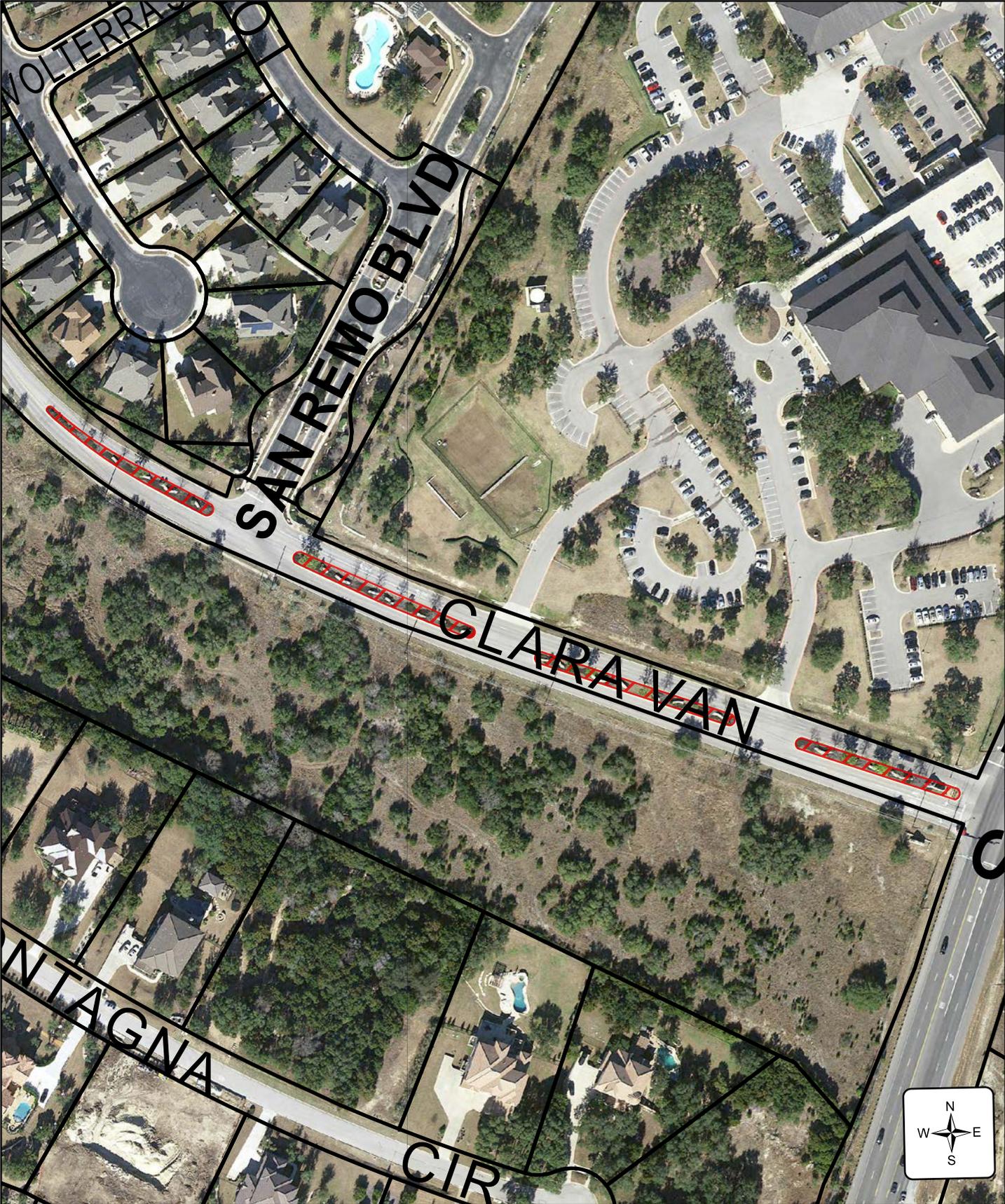
HIGHLANDS BLVD  
Medians  
AREA = 358,663 sq ft



**BEE CREEK RD**  
**Medians**  
**AREA = 90,166 sq ft**



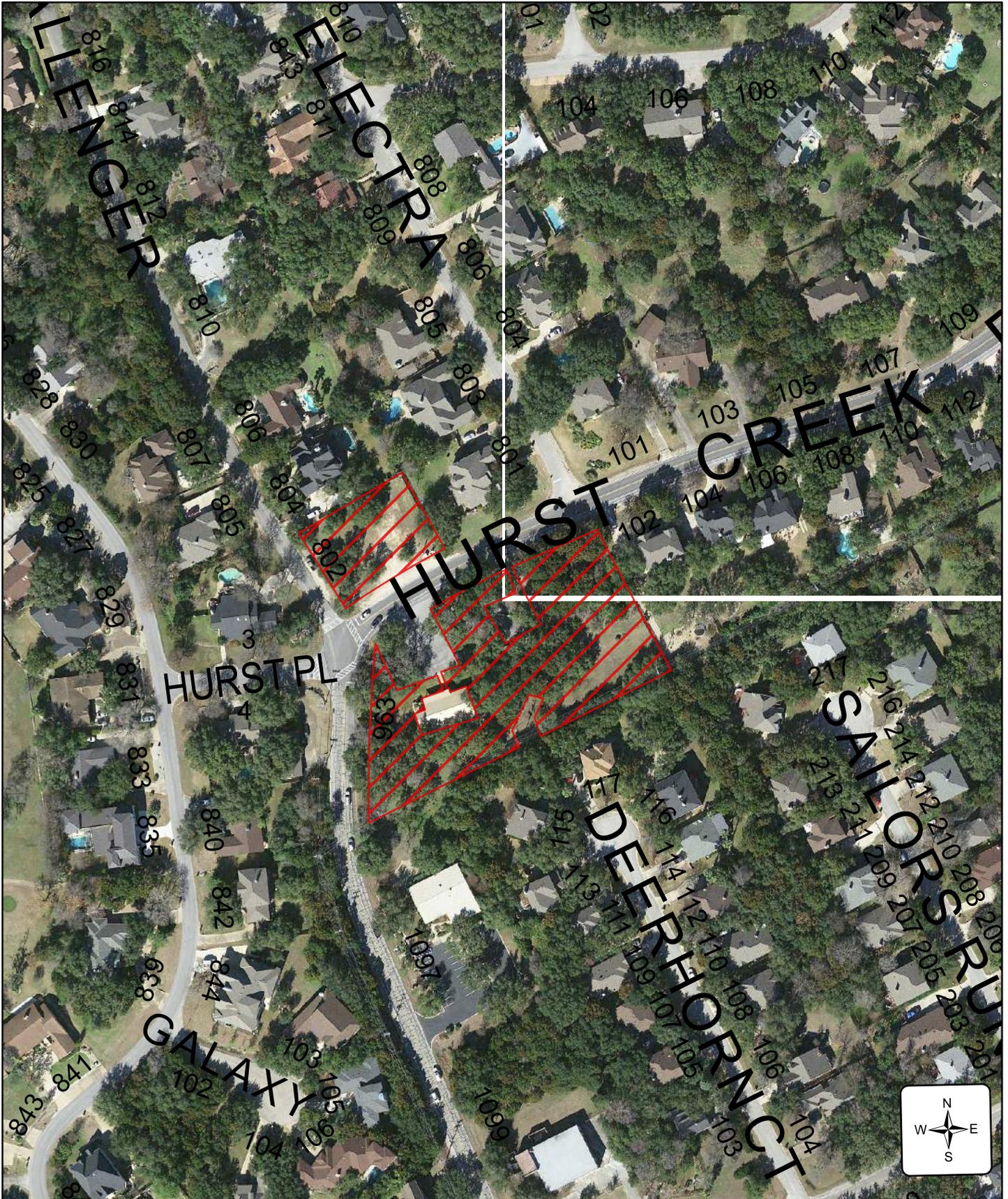
CLARA VAN  
AREA = 13,873 sq ft



HERITAGE CENTER PARK

Gardens

AREA = 84,582 sq ft



**LAKEWAY ACTIVITY CENTER**  
**Garden**  
**AREA = 178,461 sq ft**

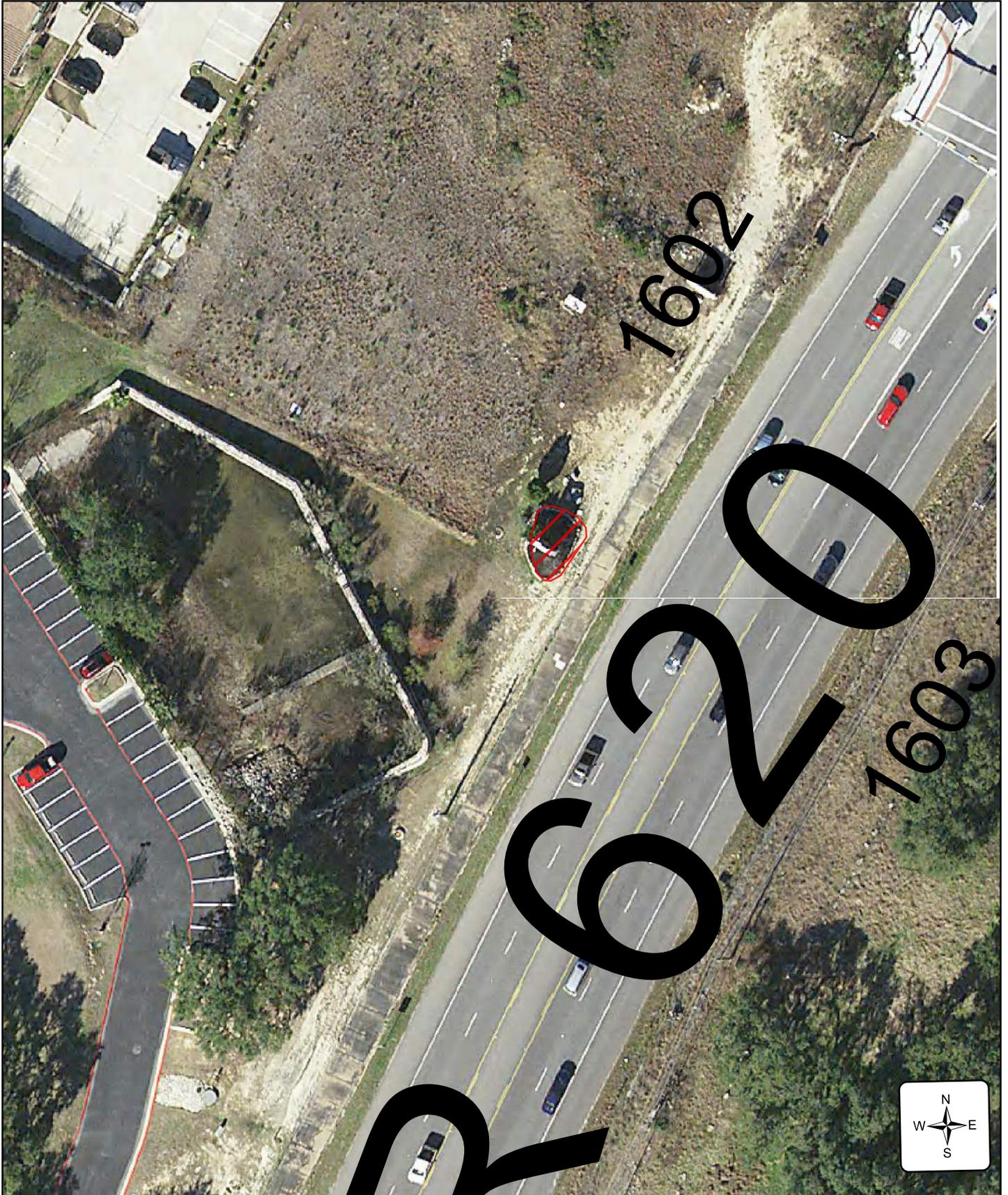
**LAKEWAY ACTIVITY CENTER**  
**Detention Pond**  
**AREA = 1,753 sq ft**



HAMILTON GREENBELT PARKING LOT  
AREA = 31,292 sq ft



CITY GATEWAY IDENTIFICATION SCULPTURE (NORTH)  
ROADWAY GARDEN  
AREA = 466 sq ft



CITY GATEWAY IDENTIFICATION SCULPTURE (SOUTH)

ROADWAY GARDEN

AREA = 14,312 sq ft

