



**PURCHASING DEPARTMENT  
REQUEST FOR PROPOSAL**

**24-007**

**PARKS, FACILITIES AND RIGHTS-  
OF-WAY MOWING AND  
LANDSCAPING**

**BIDS DUE THURSDAY, JANUARY 25, 2024**

**BY 3:00 P.M.**

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## INVITATION TO BID

The City of North Richland Hills is accepting sealed bids from all interested parties for:

- Bid Number: 24-007
- Bid Type: REQUEST FOR PROPOSAL
- Bid Name: PARKS, FACILITIES AND RIGHTS-OF-WAY MOWING AND LANDSCAPING
- Bid Due Date: Thursday, January 25, 2024
- Bid Due Time: 3:00 P.M. Central Standard Time
- Deadline for questions:
  - Date: Friday, January 19, 2024
  - Time: 12:00 P.M. Central Standard Time

DOCUMENTS MUST BE SUBMITTED ELECTRONICALLY VIA:

[www.publicpurchase.com](http://www.publicpurchase.com)

No oral explanation in regard to the meaning of the specifications will be made, and no oral instructions will be given after the pre-bid meeting and before the award of the contract. Requests from interested vendors for additional information or interpretation of the information included in the specifications should be directed in writing as a question related to this bid on Public Purchase and the question will be answered on Public Purchase. All addendums will also be posted to Public Purchase. It will be the vendor's responsibility to check all information related to this bid on Public Purchase before submitting a response.

**All bid responses must be turned in complete from cover page to the last page of the bid – pages in order.**

The City of North Richland Hills reserves the right to reject in part or in whole all bids submitted, and to waive any technicalities for the best interest of the City of North Richland Hills.

## GENERAL CONDITIONS

In submitting this bid, the Bidder understands and agrees to be bound by the following terms and conditions. These terms and conditions shall become a part of the purchase order or contract and will consist of the invitation to bid, specifications, the responsive bid and the contract with attachments, together with any additional documents identified in the contract and any written change orders approved and signed by a city official with authority to do so. All shall have equal weight and be deemed a part of the entire contract. If there is a conflict between contract documents, the provision more favorable to the City shall prevail.

### 1. **BID TIME**

It shall be the responsibility of each Bidder to ensure his/her bid are submitted to the Public Purchase website on or before **3:00 P.M. Thursday, January 25, 2024**. The official time shall be determined by the Public Purchase Website. The Public Purchase Website will NOT allow bid responses to be uploaded after the closing time.

All attached bid documents are to be returned completely filled out, totaled, and signed. The City of North Richland Hills will not accept any bid documents other than the attached.

### 2. **WITHDRAWING BIDS/PROPOSALS/QUOTES**

Bids may be withdrawn at any time prior to the official opening; request for non-consideration of bids must be made in writing to the Purchasing Manager and received prior to the time set for opening bids. The bidder warrants and guarantees that his/her bid has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes. Bidder agrees that a bid price may not be withdrawn or canceled by the bidder for a period of ninety (90) days following the date designated for the receipt of bids.

### 3. **IRREGULAR BIDS/PROPOSALS/QUOTES**

Bids will be considered irregular if they show any omissions, alterations of form, additions, or conditions not called for, unauthorized alternate bids, or irregularities of any kind. However, the City of North Richland Hills reserves the right to waive any irregularities and to make the award in the best interest of the City.

### 4. **REJECTION/DISQUALIFICATION**

Bidders will be disqualified and/or their bids rejected, among other reasons, for any of the specific reasons listed below:

- a) Bid received after the time set for receiving bids as stated in the advertisement;
- b) Reason for believing collusion exists among the Bidders;
- c) Bid containing unbalanced value of any item; bid offering used or reconditioned equipment;
- d) Where the bidder, sub-contractor or supplier is in litigation with the City of North Richland Hills or where such litigation is contemplated or imminent;
- e) Uncompleted work which in the judgment of the City will prevent or hinder the prompt completion of additional work, or having defaulted on a previous contract;
- f) Lack of competency as revealed by reference checks, financial statement, experience and equipment, questionnaires, or qualification statement;
- g) Bid containing special conditions, clauses, alterations, items not called for or irregularities of any kind, which in the Owner's opinion may disqualify the Bidder.

However, the City of North Richland Hills reserves the right to waive any irregularities and to make the award in the best interest of the City of North Richland Hills.

**5. BID EVALUATION**

Award of bid, if it be awarded, will be made to the lowest responsible bidder or may be awarded to the bidder that offers the goods and/or services at the *best value* for the City (Texas Local Government Code, 252.043). In determining the best value the City will consider the following:

- a) The purchase price; terms and discounts; delivery schedule;
- b) The reputation of the bidder and of the bidder's goods or services;
- c) The quality of the bidders' goods or services;
- d) The extent to which the bidder's goods or services meet the City specifications and needs;
- e) The bidder's past relationship with the City;
- f) Total long term cost to the city to acquire the bidder's goods or services;
- g) Any relevant criteria specifically listed in the specifications;
- h) Compliance with all State and local laws, General Conditions and Specifications;
- i) Results of testing, if required;
- j) Warranty and/or guarantee, maintenance requirements and performance data of the product requested;
- k) City's evaluation of the bidder's ability to perform to specifications.

**6. AWARD OF BID**

The bid award will be made within sixty (60) days after the opening of bids. No award will be made until after investigations are made as to the responsibilities of the best bidder.

The City of North Richland Hills reserves the right to award bids whole or in part when deemed to be in the best interest of the City. Bidder shall state on bid form if their bid is "all or none", otherwise it shall be considered as agreeing to this section.

Information contained in submitted bid documents shall not be available for inspection until after the award has been made by the City Council. Requests for this information must be submitted in writing.

**7. ASSIGNMENT**

The successful bidder may not assign his/her rights and duties under an award without the written consent of the North Richland Hills City Manager. Such consent shall not relieve the assignor of liability in the event of default by his assignee.

**8. SUBSTITUTIONS/EXCEPTIONS**

Exceptions/variations from the specifications may be acceptable provided such variations, in each instance, is noted and fully explained in writing and submitted with bid. NO substitutions or changes in the specifications shall be permitted after award of bid without prior written approval by the Purchasing Manager.

**9. DELIVERY/ACCEPTANCE**

The delivery date is an important factor of this bid and shall be considered during the evaluation process. The City considers delivery time the period elapsing from the time the order is placed until the City receives the order at the specified delivery location. All

material shall be delivered F.O.B. City of North Richland Hills to the address specified at the time of order. Acceptance by the City of North Richland Hills of any delivery shall not relieve the Contractor of any guarantee or warranty, expressed or implied, nor shall it be considered an acceptance of material not in accordance with the specifications thereby waiving the City of North Richland Hills right to request replacement of defective material or material not meeting specifications.

**10. NOTICE OF DELAYS**

Whenever the Contractor encounters any difficulty which is delaying or threatens to delay timely performance, written notice shall immediately be given to the Purchasing Manager, stating all relevant information. Such notice shall not in any way be construed as a waiver by the City of any rights or remedies to which it is entitled by law. Delays in performance and/or completion may result in cancellation of agreement.

**11. SALES TAX**

The City of North Richland Hills is exempt from Federal Excise and State sales tax; therefore tax must not be added to bid.

**12. TIE BIDS**

In the event of a tie bid, State Law provides the bid or contract shall be awarded to the local bidder. In cases where a local bidder is not involved, tie bids shall be awarded by drawing lots at the City Council meeting, or as otherwise directed by the Mayor.

**13. BRAND NAME OR EQUAL**

If items are identified by a "brand name" description, such identification is intended to be descriptive, not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. As used in this clause, the term "brand name" includes identification of products by make and model.

Such products must be clearly identified in the bid as an equal product and published specifications of the equal products offered must be included with the bid reply.

Bids offering equal products will be considered for award if determined by the Purchasing Manager and the user department to be equal in all material respects to the brand name products referenced. The decision of acceptable "equal" items or variations in the specifications will solely be the City of North Richland Hills. Unless the bidder clearly indicates in his/her bid that he is offering an "equal" product, his bid shall be considered as offering the brand name product referenced in the invitation for bids.

**14. REFERENCES**

A minimum of three (3) references, preferably located within the Dallas/Fort Worth Metroplex, must be submitted with each bid. Company name, contact and phone number must be included with each reference.

**15. PROHIBITION AGAINST PERSONAL FINANCIAL INTEREST IN CONTRACTS**

No employee of the City of North Richland Hills shall have a direct or indirect financial interest in any proposed or existing contract, purchase, work, sale or service to or by the City (CMA-074, Standards of Conduct, Section IV).

**16. TERMINATION/NON PERFORMANCE**

Continuing non-performance of the vendor in terms of Specifications shall be a basis for the termination of the contract by the City. The City of North Richland Hills reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the successful bidder fails to 1.) Meet delivery schedules or, 2.) Otherwise not perform in accordance with these specifications.

Breach of contract or default authorizes the City to award to another bidder, and/or purchase elsewhere and charge the full increase in cost and handling to the defaulting successful bidder.

The contract may be terminated by either party upon written thirty (30) days' notice prior to cancellation without cause.

**17. ATTORNEYS FEES**

Neither party to this contract shall be entitled to attorney fees for any matter arising under this contract, whether for additional work, breach of contract, or other claim for goods, services, or compensation. All claims for attorney's fees are hereby WAIVED.

**18. INDEMNITY**

City shall not be liable or responsible for, and shall be saved and held harmless by Contractor from and against any and all suits, actions, losses, damages, claims, or liability of any character, type, or description, including claims for copyright and patent infringement, and including all expenses of litigation, court costs, and attorney's fees for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by, directly or indirectly, the performance of Contractor under this agreement, including claims and damages arising in part from the negligence of City, without; however, waiving any governmental immunity available to the CITY under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

It is the expressed intent of the parties to this Agreement that the indemnity provided for in this section is an indemnity extended by Contractor to indemnify and protect City from the consequences of City's own negligence, provided, however, that the indemnity provided for in this section shall apply only when the negligent act of City is a contributory cause of the resultant injury, death, or damage, and shall have no application when the negligent act of City is the sole cause of the resultant injury, death, or damage, unmixed with the legal fault of another person or entity. Contractor further agrees to defend, at its own expense, and on behalf of City and in the name of City, any claim or litigation brought in connection with any such injury, death, or damage.

The Contractor will secure and maintain Contractual Liability insurance to cover this indemnification agreement that will be primary and noncontributory as to any insurance maintained by the City for its own benefit, including self-insurance.

**19. PERFORMANCE AND PAYMENT BONDS**

In the event the total contract amount exceeds \$100,000, the Contractor shall be required to execute a performance bond in the amount of one hundred (100) percent of the total contract price; if the total contract amount exceeds \$50,000 the Contractor shall be required to execute a payment bond in the amount of one hundred (100) percent of the total contract price, each in standard forms for this purpose, guaranteeing faithful performance of work and guaranteeing payment to all persons supply labor and materials or furnishing any equipment in the execution of the contract. It is agreed that this contract shall not be in effect until such performance and payment bonds are furnished and approved by the City of North Richland Hills. No exceptions to this provision allowed.

Unless otherwise approved in writing by the City of North Richland Hills, the surety company underwriting the bonds shall be acceptable according to the latest list of companies holding certificates of authority from the Secretary of the Treasury of the United States.

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and current copy of their power of attorney.

**20. INTERLOCAL AGREEMENT**

Successful bidder agrees to extend prices and terms to all entities who have entered into or will enter into joint purchasing interlocal cooperation agreements with the City of North Richland Hills.

☒ Yes, we agree

☐ No, we do not agree

**21. ELECTRONIC PROCUREMENT**

The City of North Richland Hills has adopted policies and procedures complying with Local Government Code Section 252.0415, Section 271.906 and Section 2155.062. The City of North Richland Hills may receive submittals in electronic form in response to procurement requests. However, a bid that is submitted non-electronically by the due date and time will be accepted and then entered electronically by Purchasing after the bid opening.

**22. COMPLIANCE WITH SB 89:**

Vendor agrees per HB 89 of the 85th Texas Legislative Session, and in accordance with Chapter 2270 of the Texas Government Code, vendor has not and shall not boycott Israel at any time while providing products or services to the City of North Richland Hills.

☒ Yes, we agree

☐ No, we do not agree

**23. COMPLIANCE WITH SB 252:**

Vendor agrees per SB 252 of the 85th Texas Legislative Session, and in accordance with Chapter 2252 of the Texas Government Code, vendor shall not do business with Iran, Sudan or a foreign terrorist organization while providing products or services to the City of North Richland Hills.

☒ Yes, we agree

☐ No, we do not agree \*



\* By selecting no, vendor certifies that it is affirmatively excluded from the federal sanctions regime by the United States government and is not subject to the contract prohibition under Section 2252.154 of the Texas Government Code. Vendor shall provide sufficient documentation to the City of such exclusion prior to award of any contract for goods or services.

**24. ETHICS AND COMPLIANCE POLICY**

The City's Ethics and Compliance Policy can be found at The City of North Richland Hills Purchasing Division webpage - Or you may request a copy from the Purchasing Division. Acknowledgment - The City of North Richland Hills' Internal Ethics and Compliance Policy has been made available to me. I understand the expectations of ethical behavior and compliance with the law, and agree to adhere to the City's ethics policies.

<https://www.nrhtx.com/DocumentCenter/View/389/Code-of-Ethics---PDF?bidId>

☒ I agree

☐ I do not agree

**25. COMPLIANCE WITH CHAPTER 2274**

Pursuant to Chapter 2274, Texas Government Code, Prohibition on Contracts with Companies Boycotting Certain Energy Companies, as enacted by S.B. 13, 87th Legislature, the City of North Richland Hills is prohibited from using public funds to contract with a for-profit Company as defined by Government Code 809.01 who boycotts energy companies. If Seller has more than 10 employees and this Contract has a value of \$100,000 or more, by signing this agreement/contract, the Seller verifies that it does not discriminate against energy companies and will not discriminate during the term of the Contract. By submitting a bid response, Seller certifies compliance with these requirements.

**26. COMPLIANCE WITH CHAPTER 2274**

Pursuant to Chapter 2274, Texas Government Code, Prohibition on Contracts with Companies that Discriminate Against Firearm and Ammunition Industries, as enacted by S.B. 19, 87th Legislature, the City of North Richland Hills is prohibited from using public funds to contract with a for-profit Company as defined by Chapter 2274.001, who discriminates against firearm and ammunition industries. If Seller has at least 10 full-time employees and this Contract has a value of \$100,000 or more, by signing this agreement/contract, the Seller agrees that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the Agreement. By submitting a bid response, Seller certifies compliance with these requirements. This section does not apply if Seller is a sole-source provider.

**27. DEPARTMENT OF TRANSPORTATION (TXDOT) RELATED BIDS**

"The City of North Richland Hills, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated

against on the grounds of race, color, or national origin in consideration for an award.” Due care and diligence has been used in preparation of this information, and it is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure and the verification of all information presented herein shall rest solely with the bidder. The City of North Richland Hills and its representatives will not be responsible for any errors or omissions in these specifications, nor for the failure on the part of the proposer to determine the full extent of the exposures.

## **MINIMUM INSURANCE REQUIREMENTS**

Contractors performing work on City property or public right-of-way for the City of North Richland Hills shall provide the City a certificate of insurance evidencing the coverages and coverage provisions identified herein. Contractors shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverages as required herein or that the subcontractors are included under the Contractor's policy. The City, at its own discretion, may require a certified copy of the policy.

**All insurance companies and coverages must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must be acceptable to the City of North Richland Hills.**

The following guidelines are designed to show the most common minimum insurance requirements for standard contracts and agreements with the City. Non-standard agreements may require additional coverage and/or higher limits. Coverage Amounts required for non-standard agreements to be determined by the department and the City Manager.

### **General Contracts for Services:**

Service work, and general maintenance agreements, etc.

- ☐ Commercial General Liability
- ☐ Automobile Liability
- ☐ Workers' Compensation & Employer's Liability
- ☐ Payment and Maintenance Bond (if applicable)

\*See Exhibit A for insurance language to include in general contracts for services\*

### **Professional Services:**

Consultants or other professionals including: accountants, attorneys, architects, engineers, medical professionals, medical services, etc.

- ☐ Commercial General Liability
- ☐ Automobile Liability
- ☐ Workers' Compensation & Employer's Liability
- ☐ Professional Liability or equivalent Errors & Omissions (appropriate to Contractor's profession)

\*See Exhibit B for insurance language to include in professional services contracts\*

### **Construction:**

Building contractors for construction projects.

- ☐ Commercial General Liability
- ☐ Automobile Liability
- ☐ Workers' Compensation & Employer's Liability
- ☐ Professional Liability (if applicable for design function)

- ☐ Builder's Risk (required for new or existing property under construction)
- ☐ Payment and Maintenance Bond (if applicable)

\*See Exhibit C for insurance language to include in construction contracts\*

**Information Technology/Network Access Services:**

For the purchasing and installation of technology-related software and equipment or contracting services that support, maintain or interact with the CITY'S technology systems.

- ☐ Commercial General Liability
- ☐ Automobile Liability
- ☐ Workers' Compensation & Employer's Liability
- ☐ Professional Liability (if applicable)
- ☐ Cyber Liability

\*See Exhibit D for insurance language to include in IT/network access services agreements\*

**Standard Minimum Required Insurance Coverage**

Insurance Type	Limit	Provision
Commercial General Liability	\$1,000,000 Each Occurrence \$2,000,000 Aggregate	City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage
	For Construction Projects: \$2,000,000 Each Occurrence \$4,000,000 Aggregate	
Automobile Liability	\$1,000,000 Combined Single Limit	
Workers' Compensation	Texas Statutory Requirements	Waiver of subrogation in favor of City
Employer's Liability	\$500,000 injury - each accident \$500,000 disease - each employee \$500,000 disease - policy limit	
Professional Liability (or equivalent Errors & Omissions coverage appropriate to the Contractor's profession)	\$1,000,000 Each Occurrence	
Builder's Risk (required for new or existing property under construction)	100% Value	
Cyber Liability	\$1,000,000 Each Occurrence	
Payment/Maintenance Bonds	In accordance with Chapter 2253 of the Texas Government Code	

## **EXHIBIT A**

### **GENERAL CONTRACTS FOR SERVICES**

For the duration of this Agreement, CONTRACTOR shall maintain the following minimum insurance which shall protect CONTRACTOR, its subcontractors, its sub-consultants and CITY from claims for injuries, including accidental death, as well as from claims for property damage which may arise from the performance of work under this Agreement.

**A. Workers' Compensation and Employer's Liability Insurance:**

Workers' Compensation	Texas Statutory
Employer's Liability	\$500,000 injury - each accident
	\$500,000 disease - each employee
	\$500,000 disease - policy limit

**B. Commercial General Liability:**

On an "occurrence" basis, including, property damage, bodily injury, products and completed operations and personal & advertising injury with limits no less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

**C. Automobile Liability:**

Covering any auto, or if CONTRACTOR has no owned autos, covering hired and non-owned autos with a Combined Single Limit no less than \$1,000,000 per accident for bodily injury and property damage.

Insurance limits can be met with a combination of primary and excess/umbrella coverage.

The CITY, its officers, officials and employees are to be covered as "Additional Insured" on the commercial general liability and automobile liability policies as respects liability arising out of activities performed by or on behalf of the CONTRACTOR.

A waiver of subrogation in favor of the CITY, its officers, officials and employees shall be contained in the Workers' Compensation insurance policy.

Policies of insurance shall not be cancelled non-renewed, terminated, or materially changed unless and until thirty (30) days' notice has been given to CITY.

All insurance shall be issued by responsible insurance companies eligible to do business in the State of Texas and having an A.M. Best Financial rating of A- VI or better.

CONTRACTOR shall furnish the CITY certificates of insurance affecting coverage required. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance must be submitted on a form approved by the Texas Department of Insurance.

Payment and Maintenance Bonds (if applicable): CONTRACTOR shall procure Payment and Maintenance Bonds as applicable and in accordance with Chapter 2253 of the Texas Government Code.

## **EXHIBIT B**

### **PROFESSIONAL SERVICES**

For the duration of this Agreement, CONTRACTOR shall maintain the following minimum insurance which shall protect CONTRACTOR, its subcontractors, its sub-consultants and CITY from claims for injuries, including accidental death, as well as from claims for property damage which may arise from the performance of work under this Agreement.

**A. Workers' Compensation and Employer's Liability Insurance:**

Workers' Compensation	Texas Statutory
Employer's Liability	\$500,000 injury - each accident
	\$500,000 disease - each employee
	\$500,000 disease - policy limit

**B. Commercial General Liability:**

On an "occurrence" basis, including, property damage, bodily injury, products and completed operations and personal & advertising injury with limits no less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

**C. Automobile Liability:**

Covering any auto, or if CONTRACTOR has no owned autos, covering hired and non-owned autos with a Combined Single Limit no less than \$1,000,000 per accident for bodily injury and property damage.

**D. Professional Liability (Errors and Omissions)**

CONTRACTOR shall maintain Professional Liability (or equivalent) errors and omissions insurance appropriate to the CONTRACTOR'S profession, describe type of services, with a limit no less than \$1,000,000 per occurrence or claim.

Insurance limits can be met with a combination of primary and excess/umbrella coverage.

The CITY, its officers, officials and employees are to be covered as "Additional Insured" on the commercial general liability and automobile liability policies as respects liability arising out of activities performed by or on behalf of the CONTRACTOR.

A waiver of subrogation in favor of the CITY, its officers, officials and employees shall be contained in the Workers' Compensation insurance policy.

Policies of insurance shall not be cancelled non-renewed, terminated, or materially changed unless and until thirty (30) days' notice has been given to CITY.

All insurance shall be issued by responsible insurance companies eligible to do business in the State of Texas and having an A.M. Best Financial rating of A- VI or better.

CONTRACTOR shall furnish the CITY certificates of insurance affecting coverage required. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance must be submitted on a form approved by the Texas Department of Insurance.



## EXHIBIT C

### CONSTRUCTION

For the duration of this Agreement, CONTRACTOR shall maintain the following minimum insurance which shall protect CONTRACTOR, its subcontractors, its sub-consultants and CITY from claims for injuries, including accidental death, as well as from claims for property damage which may arise from the performance of work under this Agreement.

A. Workers' Compensation and Employer's Liability Insurance:

Workers' Compensation	Texas Statutory
Employer's Liability	\$500,000 injury - each accident
	\$500,000 disease - each employee
	\$500,000 disease - policy limit

B. Commercial General Liability:

On an "occurrence" basis, including, property damage, bodily injury, products and completed operations and personal & advertising injury with limits no less than \$2,000,000 per occurrence and \$4,000,000 aggregate.

C. Automobile Liability:

Covering any auto, or if CONTRACTOR has no owned autos, covering hired and non-owned autos with a Combined Single Limit no less than \$1,000,000 per accident for bodily injury and property damage.

D. Professional Liability (if contract involves design work)

CONTRACTOR shall maintain Professional Liability (or equivalent) errors and omissions insurance appropriate to the CONTRACTOR'S profession, with a limit no less than \$1,000,000 per occurrence or claim

E. Builder's Risk

CONTRACTOR shall maintain Builder's Risk Insurance providing All-Risk (Special Perils) coverage in an amount equal to one hundred percent (100%) of the completed value of the project in question and no coinsurance penalty provisions. The policy shall list the CITY as loss payee as their interests may appear.

Insurance limits can be met with a combination of primary and excess/umbrella coverage.

The CITY, its officers, officials and employees are to be covered as "Additional Insured" on the commercial general liability and automobile liability policies as respects liability arising out of activities performed by or on behalf of the CONTRACTOR.

A waiver of subrogation in favor of the CITY, its officers, officials and employees shall be contained in the Workers' Compensation insurance policy.

Policies of insurance shall not be cancelled non-renewed, terminated, or materially changed unless and until thirty (30) days' notice has been given to CITY.

All insurance shall be issued by responsible insurance companies eligible to do business in the State of Texas and having an A.M. Best Financial rating of A- VI or better.

CONTRACTOR shall furnish the CITY certificates of insurance affecting coverage required. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance must be submitted on a form approved by the Texas Department of Insurance.

Payment and Maintenance Bonds (if applicable): CONTRACTOR shall procure Payment and Maintenance Bonds as applicable and in accordance with Chapter 2253 of the Texas Government Code.

## EXHIBIT D

### INFORMATION TECHNOLOGY/NETWORK ACCESS SERVICES

For the duration of this Agreement, CONTRACTOR shall maintain the following minimum insurance which shall protect CONTRACTOR, its subcontractors, its sub-consultants and CITY from claims for injuries, including accidental death, as well as from claims for property damage which may arise from the performance of work under this Agreement.

A. Workers' Compensation and Employer's Liability Insurance:

Workers' Compensation	Texas Statutory
Employer's Liability	\$500,000 injury - each accident
	\$500,000 disease - each employee
	\$500,000 disease - policy limit

B. Commercial General Liability:

On an "occurrence" basis, including, property damage, bodily injury, products and completed operations and personal & advertising injury with limits no less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

C. Automobile Liability:

Covering any auto, or if CONTRACTOR has no owned autos, covering hired and non-owned autos with a Combined Single Limit no less than \$1,000,000 per accident for bodily injury and property damage.

D. Professional Liability (Errors and Omissions)

If appropriate for CONTRACTOR'S work, CONTRACTOR shall maintain Professional Liability (or equivalent) errors and omissions insurance appropriate to the CONTRACTOR'S profession, with a limit no less than \$1,000,000 per occurrence or claim.

E. Cyber Liability

CONTRACTOR shall maintain cyber liability (or equivalent) insurance. Such insurance shall provide limits of no less than \$1,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as undertaken by the CONTRACTOR.

Insurance limits can be met with a combination of primary and excess/umbrella coverage.

The CITY, its officers, officials and employees are to be covered as "Additional Insured" on the commercial general liability and automobile liability policies as respects liability arising out of activities performed by or on behalf of the CONTRACTOR.

A waiver of subrogation in favor of the CITY, its officers, officials and employees shall be contained in the Workers' Compensation insurance policy.

Policies of insurance shall not be cancelled non-renewed, terminated, or materially changed unless and until thirty (30) days' notice has been given to CITY.

All insurance shall be issued by responsible insurance companies eligible to do business in the State of Texas and having an A.M. Best Financial rating of A- VI or better.

CONTRACTOR shall furnish the CITY certificates of insurance affecting coverage required. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance must be submitted on a form approved by the Texas Department of Insurance.

**Other Insurance Requirements - To Be Included As Applicable**

**CONTRACTORS who serve or distribute liquor:**

Liquor Legal Liability - CONTRACTOR shall maintain Liquor Legal Liability coverage covering the selling, serving, or furnishing of any alcoholic beverage performed by CONTRACTOR, or on its behalf. Such insurance shall provide limits of no less than \$1,000,000.00 per occurrence.

**CONTRACTORS who hold long-term leases:**

Property Insurance – LESSEE shall maintain Property Insurance against all risks of loss to any improvements or betterments, at full replacement cost with no coinsurance penalty provision. The CITY shall be added as a Loss Payee to the policy as interests may appear.

**CONTRACTOR's whose work involves chemicals or otherwise has a pollution exposure:**

Contractors' Pollution Liability (or equivalent) – CONTRACTOR shall maintain Contractors' Pollution Liability with limits no less than \$1,000,000.00 per occurrence or claim and \$2,000,000 policy aggregate.

**CONTRACTORS who take possession of City or public vehicles (e.g., parking lots operators, auto repair shops):**

Garage Keepers Liability (or equivalent) – CONTRACTOR shall maintain Garage Keepers Liability or equivalent coverage for applicable property while in the CONTRACTOR'S care, custody or control. Coverage must include Comprehensive and Collision coverage. Such insurance shall provide limits equal to no less than the total value of CITY or public property in the CONTRACTOR'S care, custody and control at any one time.

**CONTRACTORS who own and operate unmanned aircraft (drones):**

UAS Liability (or equivalent) - CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the ownership, maintenance or use of Unmanned Aerial Systems (Drones). Coverage must include limits no less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

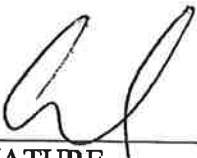
**A PURCHASE ORDER WILL NOT BE ISSUED WITHOUT EVIDENCE OF INSURANCE.**

# NON-COLLUSION AFFIDAVIT OF BIDDER

State of TEXAS County of TARRANT

RUSSELL SIMPLER verifies that:  
(Name)

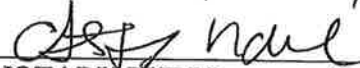
- (1) He/She is owner, partner, officer, representative, or agent of  
THE PASSAGE GROUP LLC, has submitted the attached  
bid: (Company Name)
- (2) He/She is fully informed in respect to the preparation, contents and circumstances in regard  
to attached bid;
- (3) Neither said bidder nor any of its officers, partners, agents or employees has in any way  
colluded, conspired or agreed, directly or indirectly with any other bidder, firm or person to  
submit a collusive or sham bid in connection with attached bid and the price or prices quoted  
herein are fair and proper.

  
SIGNATURE

RUSSELL SIMPLER  
PRINTED NAME

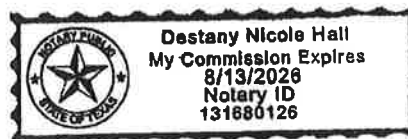
Subscribed and sworn to before me this

24th Day of January 2024.

  
NOTARY PUBLIC in and for

tarrant County, Texas.

My commission expires: 8/13/2026



**THIS FORM MUST BE COMPLETED, NOTARIZED AND SUBMITTED WITH BID**

## BID CERTIFICATION

The Undersigned, in submitting this bid, represents and certifies:

- a. He/she is fully informed regarding the preparation, contents and circumstances of the attached bid;
- b. He/she proposes to furnish all equipment/service at the prices quoted herein and bid is in strict accordance with the conditions and specifications stated herein;
- c. There will be at no time a misunderstanding as to the intent of the specifications or conditions to be overcome or pleaded after the bids are opened;
- d. He/she is an equal opportunity employer, and will not discriminate with regard to race, color, national origin, age or sex in the performance of this contract.
- e. The undersigned hereby certifies that he/she has read, understands and agrees that acceptance by the City of North Richland Hills of the bidder's offer by issuance of a purchase order will create a binding contract. Further, he/she agrees to fully comply with documentary forms herewith made a part of this specific procurement.

COMPANY: THE PASSAGE GROUP LLC

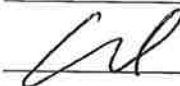
ADDRESS: 3200 HANDLEY EDERVINE RD.

CITY, STATE & ZIP: RICHLAND HILLS, TX 76118

TELEPHONE: 817-501-6210

FAX: \_\_\_\_\_

EMAIL: RUSSELL C SMITH DFW.COM

SIGNATURE: 

PRINTED NAME: RUSSELL SIMPLEN

DATE: 1/24/2024

## COMPLIANCE WITH HOUSE BILL 1295

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity at the time the business entity submits the signed contract to the governmental entity.

The law applies only to a contract of a governmental entity that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission has adopted rules necessary to implement the law, prescribed the disclosure of interested parties form, and posted a copy of the form on the commission's website.

### **Filing Process:**

The commission has made available on its website a new filing application that must be used to file Form 1295. A business entity must:

- 1) Use the application to enter the required information on Form 1295,
- 2) Print a copy of the completed form, which will include a certification of filing that will contain a unique certification number.
- 3) Contract Number should be the Bid/RFP Number and Bid Title.
- 4) Sign the printed copy of the form (an authorized agent of the business entity must sign),
- 5) Either include your personal information or have the form notarized,
- 6) File the completed Form 1295 with the certification of filing with the governmental body with which the business entity is entering into the contract.

The governmental entity must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity.

Information regarding how to use the filing application may be found at [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm).



## FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY

Disadvantaged Business Enterprises (DBE) are encouraged to participate in the City of North Richland Hills bid process. Representatives from DBE Companies should identify themselves as such and submit a copy of their Certification.

The City of North Richland Hills recognizes the certifications of both the State of Texas Building and Procurement Commission HUB Program and the North Central Texas Regional Certification Agency. All companies seeking information concerning DBE certification are urged to contact:

Texas Building and Procurement Commission  
Statewide HUB Program  
1711 San Jacinto Blvd., Austin TX 78701-1416  
P O Box 13186, Austin, TX 78711-3186  
(512) 463-5872

<http://www.window.state.tx.us/procurement/prog/hub/hub-certification/>

North Central Texas  
Regional Certification Agency  
624 Six Flags Drive, Suite 216  
Arlington, Texas 76011  
(817) 640-0606

<http://www.nctrca.org/certification.html>

N/A

If your company is already certified, attach a copy of your certification to this form and return as part of your packet.

Company Names: \_\_\_\_\_

Representative: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

Email address: \_\_\_\_\_

### INDICATE ALL THAT APPLY:

- ☐ Minority-Owned Business Enterprise
- ☐ Women-Owned Business Enterprise
- ☐ Disadvantaged Business Enterprise

## **CONFLICT OF INTEREST QUESTIONNAIRE**

Pursuant to Chapter 176 of the Texas Local Government Code, a person, or agent of a person, who contracts or seeks to contract for the sale or purchase of property, goods, or services with the City of North Richland Hills must file a completed conflict of interest questionnaire. The conflict of interest questionnaire must be filed with the City Secretary of the City of North Richland Hills no later than the seventh business day after the person or agent begins contract discussions or negotiations with the City of North Richland Hills or submits to the City of North Richland Hills an application, response to a request for proposal or bid, correspondence, or another writing related to a potential agreement with the City of North Richland Hills. An updated conflict of interest questionnaire must be filed in accordance with Chapter 176 of the Local Government Code. An offense under Chapter 176 is a Class C misdemeanor.

The Conflict of Interest Questionnaire is included as part of this document and can be found at:

**<https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>**

**To be considered for award, the Conflict of Interest Questionnaire is required to be completed with dated signature.**

**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.

The Paysage Group LLC

**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.

N/A

\_\_\_\_\_  
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.

N/A

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

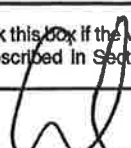
B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

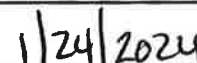
☐ Yes ☐ No

**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.

N/A

**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.

## CONTRACT CHANGES GRID

The Contractor has the obligation to review all documents that make up the contract documents in their entirety and include any objections or requests for modifications to the Terms and Conditions, or any of the Contract Documents, in the Contract Changes Grid included with the Notice to Bidders. No changes or modifications will be made to the contract documents unless such changes are set forth in the Contract Changes Grid, submitted to the City along with the Contractor's proposal, and agreed to by the City.

### CONTRACT CHANGES GRID

N/A

Proposed Contractor/Bidder \_\_\_\_\_ ("Contractor" or "Bidder"), submits the following modifications to the City's Standard \_\_\_\_\_ ("Agreement") requesting changes to such provisions be accepted by the City and incorporated into the Agreement. Contractor understands and acknowledges that the City is under no obligation to accept the modification(s) proposed by Contractor; however, the City agrees to negotiate in good faith in consideration of Contractor's request, subject to legal requirements, City policies and advice of the City Attorney.

Section / Page	Term, Condition or Specification	Exception/Proposed Modification	Disposition (For City of NRH Use Only)
			City Response: <input type="checkbox"/> Accepted <input type="checkbox"/> Not Accepted <input type="checkbox"/> Modified

## **CONFIDENTIALITY OF PROPRIETARY INFORMATION**

During the evaluation process of this RFP, to the extent permitted by law, the City of North Richland Hills will maintain all contents of the Proposers' responses and discussions related to the Proposers' proposals as confidential. The City will treat all proposals as confidential until negotiations are completed, the successful Proposer has been selected, and a contract has been awarded. During the evaluation process, the City intends to disseminate information submitted by all Proposers to selected staff, any consultants employed by the City, and the evaluation committee, as the City deems appropriate in its sole discretion. Such staff, consultants, and committee members shall maintain the Proposers' information as confidential to the extent permitted by law. All materials submitted in response to this RFP shall become the property of the City of North Richland Hills and will not be returned. After a Proposer is selected and the contract is awarded, all submissions shall be subject to release in accordance with Texas Government Code Chapter 552, the Texas Public Information Act (the "Act").

If a Proposer does not desire proprietary information in the proposal to be disclosed, it is required to identify all proprietary information in the proposal prior to submission of the proposal to the City. The identification shall be done by individually marking each page with the words "Proprietary Information" on which such proprietary information is found. If the Proposer fails to identify such information as proprietary, the Proposer agrees by submission of its proposal that those sections shall be deemed non-proprietary and made available to the public upon request as authorized by law upon completion of the RFP process and award of contract.

Proposers are advised that the City, to the extent permitted by law, will protect the confidentiality of their proposals. Proposers shall consider the implications of the Act, particularly after the RFP process has ceased and a contract has been awarded. If a public information request is made for a Proposer's response following award of a contract, proprietary information submitted in an RFP process may only be withheld from public disclosure pursuant to Section 552.1101 of the Act. A determination as to whether Section 552.1101 applies will not be decided by the City of North Richland Hills, but by the Office of the Attorney General of the State of Texas. In the event a request for public information is made, the City will notify the Proposer, and the Proposer is required to request an opinion as to the confidentiality and proprietary nature of the information from the Attorney General pursuant to Section 552.305 of the Act. The City is not authorized to make the request on the Proposer's behalf.

# **SPECIFICATIONS**

## **A. GENERAL REQUIREMENTS**

**The City of North Richland Hills Parks and Recreation Department intends to contract mowing and landscape maintenance. The successful bidder shall be responsible for mowing edging, string trimming and power sweeping or blowing all designated turf areas, maintaining items as specified in landscape maintenance section, and mowing edging, string trimming and power sweeping or blowing all designated areas defined in Right-of way mowing section. Bidders are to bid on all items as specified. No partial or incomplete bids will be accepted.**

### **1. Duration of Agreement and Price Adjustments**

The successful bidder will be awarded a twelve (12) month agreement effective March 11, 2024. Prices are to remain firm for the twelve (12) month agreement period. At the City's option, the agreement may be renewed for four (4) additional twelve-month (12) month periods at a price proposed by the Contractor. The Contractor shall submit the renewal proposal with price changes and justification to the Parks and Recreation Department at least sixty (60) days before the expiration of the current agreement. Increase in contract pricing shall not exceed the consumer price index of the Dallas/Fort Worth standard metropolitan statistical for the previous twelve (12) month period or 4%, whichever is smaller. Renewal shall be at the sole discretion of the Parks and Recreation Department.

### **2. General Conditions**

Contractors submitting bids certify to the City that they possess all necessary equipment, facilities, personnel, and a minimum of five (5) years' work experience to fulfill the terms of the contract at the time of bid submission or that they will have the necessary equipment and personnel and be ready to proceed on the starting date for the initial contract period.

The Contractor shall be required to keep sufficient equipment and labor on hand to do a complete mowing of the areas specified by contract, as often as may be specified, should the growing season demand.

Bidder must submit with the Bid, a list of all equipment, given year, model or make of machines to be used and all equipment shall be subject to inspection by the Parks and Recreation Department.

Bidder must submit with the Bid, a list of maintenance references with current name and phone number of referral.

### **3. Non-Performance Penalty**

If the Contractor fails to complete any mowing cycle scheduled without appropriate approval (i.e. approved weather delays, inaccessibility to site beyond the Contractor's control) of the Contract Administrator, contractual consequences including penalties may result as follows:

- a.) First failure to complete any scheduled cycle without approval – Written warning.
- b.) Continued failure to complete cycles may result in cancellation of contract.

The City reserves the right to cancel scheduled mowing cycle on a week-to-week basis, based upon need, prevailing weather conditions and available funding.

#### **4. Method of Operation**

- a) The Contractor will work under the direction of the Contract Administrator or his representative, who will determine the locations of the mowing and the amount of the equipment necessary to carry out the work.
- b) The Contractor shall provide his own equipment, labor, fuel, and any other material necessary to complete the required work. The Contractor shall be responsible for the maintenance and repair of his own equipment and the availability, presence, and supervision of his own employees.
- c) The Contractor shall not transfer or assign these mowing maintenance responsibilities to other agencies without prior written consent of the City department representative.
- d) Contractor will be responsible for the behavior of his employees. The Contractor's employees will act and behave in a professional manner at all times. Contractor will be required to dress his employees in clean company uniforms that can easily identify them when present on City property.
- e) All designated turf will be mowed accordingly to a preset annual mowing maintenance schedule, as agreed upon by the Contractor and the designated City department representative before the mowing season starts. The city reserves the right to reduce cycles at any time with no increase in the per cycle cost.
- f) Any variance from the prescribed mowing schedule will require a minimum of twenty-four-hour advanced notification to the Contract Administrator. All mowing is to be accomplished as specified in the Property Description section, weather permitting. Mowing hours must be between 7:00 a.m. – 6:00 p.m. Mowing cycles missed due to weather conditions must be completed during the first day weather conditions permit unless otherwise directed by the Contract Administrator.
- g) It shall be mandatory that a review of the contract areas be conducted prior to the beginning of the first mowing cycle. If requested by the City or Contractor, a "walk thru" of any of the mowing maintenance property shall be conducted before the next mowing cycle.
- h) Contractor will be required to e-mail the Contract Administrator to report mowing maintenance accomplished weekly on Monday morning by 8:00 A.M. with the work completed the previous week as well as work to be completed in the current weeks. The Contractor must always provide a valid telephone number to the Contract Administrator. 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.
- i) The Contractor shall fill out invoice forms for monthly payments. Each section of this contract (Park Mowing, Landscape Maintenance and Right-of-Way Mowing) must be



invoiced separately. Unit prices are to reflect the charges for mowing maintenance cycles at each location.

- j) No payment for partial mowing of selected sites shall be made. Each site must be completed before moving to the next location in order for payments to be acknowledged.
- k) A bid response constitutes understanding and acceptance of all terms, conditions, instructions, and specifications contained in the maintenance specifications.

#### **5. Company Requirements**

- a) Vendor will provide 3 municipal references of similar current maintenance contracts.
- b) Vendor must include the number of full-time hourly employees currently employed by the business.
- c) Vendor must include the number of seasonal hourly employees currently being employed by the business.
- d) Vendor must include the number of salaried supervisory employees employed by the business.
- e) Vendor will include TDA Commercial Pesticide Applicators Licenses and Irrigation License and/or Irrigation Technician Certifications they possess.

**Failure to provide any one of these items may be cause for bid rejection.**

## SECTION A.

### PARK AND FACILITY MOWINGS SPECIFICATIONS

The following description is intended to clarify the nature of the work required for this project and to describe the minimum requirements acceptable for the Parks and Facility Mowing Services. The provisions of the standard technical specifications shall apply except as otherwise noted herein. Each pay item shall include all labor, materials, equipment, traffic control devices, barricading and incidentals necessary to construct that item. Aerial maps are provided to aid in park and property boundary identification. If needed, further clarification should be requested from the Contract Administrator.

1. Mowing Maintenance will be defined as mowing, edging, string trimming and sweeping on designated City property. The Contractor must accomplish all mowing maintenance tasks of the property on the same day in order for the property to be considered completed. If partial completion is done, the Contractor must contact the Park Superintendent the next day.
2. Prior to mowing, the Contractor will be responsible for removing all litter on the turf, no clippings or chopped paper may be left. No visible grass clippings, wind rows are not to be visible. Fallen leaves from the turf areas can be mulched. Broken glass must be removed from the site before mowing.
3. Mow height of grass will be determined by the Contract Administrator. Under normal conditions Common Bermuda will be mowed at 1 to 1 ½ inches and St. Augustine will be mowed at 1 ½ to 2 ½ inches.
4. When required, the turf will be crosscut to help prevent grass from growing in one direction and becoming rutted.
5. Trees and shrubs must not be bumped or marked by mowing or edging equipment. Damage to trees, tree collars and tree water bags will be assessed at \$50.00 for each instance.
6. Edging along curbs and sidewalks must be done each time the turf is mowed. All edging will be with a fixed blade edger that leaves a sharp edge (not a monofilament trimmer).
7. Mono Filament Trim around all signs, posts, fences, planting beds, buildings, tree wells (do not directly use around the trunks of trees), weeds/grass from expansion joints and any other obstacle(s) must be done each time the turf is mowed. Herbicides are not allowed for vegetation control in these areas unless pre-authorized by the contract administrator.
8. The Contractor shall perform mowing maintenance of all properties with water features up to the water's edge or, if cattails are present, to the back side of the cattails. If adverse conditions exist where mowing is not possible to water's edge or back of cattails, then Contractor must perform maintenance with string trimmer. Several ponds have an erosion prevention system of a synthetic fabric filled with sand. Contractor is expected to string trim grass parallel to surface and not edge perpendicularly at these ponds in order to prevent damage to synthetic geotube.
9. The Contractor will leave the property with a finish appearance with walks, hardscapes and curb areas having been (power) swept and must be completed each time the turf is mowed. The Contractor must not blow litter or clippings onto the street.

10. No chemicals, herbicides, insecticides, fungicides, growth regulators or fertilizers are to be used without the written approval of the Contract Administrator.
11. The Contractor will be responsible for any damage done to plant material, turf, irrigation system or other property as a result of his maintenance operations. He will be responsible for replacement or repair of damage plants, turfs, irrigation system and/or property. Any damage must be reported immediately (same day) to the Contract Administrator.
12. Repair, servicing or fueling of equipment is not permitted within landscape areas or on turf areas.
13. The Contractor shall exercise extreme caution while working on medians, roadsides and high traffic areas. Orange safety vests, orange traffic cones and TX Dot approved "men working" signage are required when crews are working in any traffic situation.
14. The Contractor shall comply with all applicable governmental laws and regulations.
15. The Contractor and his employees must not give any definitive responses to any inquiries received from citizens, media or public persons but must refer the inquiries to the Contract Administrator.
16. The Contractor is required to notify the City department representative of any hazardous conditions prior to leaving the work site.
17. Contractor shall furnish all supplies, tools and equipment to be used on the work site. Contractor must supply a list of machinery and equipment available in order to determine whether or not they can adequately perform the necessary work. Insufficient and/or inadequate equipment determined by the Parks and Recreation Department is caused for rejection of the contract. Where applicable, finish and mowers with mulch kits are required. Side discharge mowers are not allowed unless approved by the contract administrator for specific locations.
18. It is agreed that the quantities of work to be done at unit prices may be increased or diminished as may be considered necessary, in the opinion of the Contract Administrator, to complete the work fully as planned and contemplated. All work is to be performed as provided for in the specifications. In the event an increase pertains to items not originally bid, the Contractor shall submit a bid in writing to the Contract Administrator for approval.

Any change order shall be approved by the City of North Richland Hills designated representative prior to work being started on said change. The Owner reserves the right to reject the Contractor's bid on such extra work and secure such work to be done other than by said Contractor.

## **SECTION B.**

### **LANDSCAPE SERVICES SPECIFICATIONS**

#### **1. Bed Maintenance**

- a. All bed areas and tree rings will be policed for weeds, trash, and debris in each bed maintenance cycle.
- b. All planter beds, tree circles, sidewalk cracks, etc. are to be sprayed with each bed maintenance cycle to control unwanted grasses and broadleaf weeds. Only the use of selective herbicides in groundcovers is permitted and must still be approved by Contract Administrator.
- c. Shrubs, groundcovers, and vines are pruned according to recommended horticultural practices to maintain a clean, attractive appearance. (Reference ANSI A 300 trimming specifications).
- d. Shrubbery will be pruned per the hedge trimming schedule to ensure the correct shape and natural growth habit for the area in which the shrubs are growing.
- e. Tip prune selected branches of low growing shrubs or groundcover masses to maintain an even overall height to promote fullness.
- f. Ground cover plantings will be pruned as required to restrain perimeter growth to within planting bed areas adjacent to walks, curbs, or other planting and features.
- g. ALL dead plant material must be removed or pruned back to living foliage with each bed maintenance cycle.
- h. All tree rings and planting beds shall be maintained free of weeds/grass.
- i. Chemical practices shall not be a substitute for hand weeding where the latter is required for complete removal. Weeds greater than 5" in width or vertical growth be manually removed.
- j. No jobsite may be left blocking pathways. Equipment may not be left unattended onsite, and all areas shall be clean when leaving the site, even if the vendor is to return for more work.

#### **2. Herbicide**

- a. Herbicide schedule is for all turf and landscape bed areas at designated locations.
- b. Herbicide Substitutions- Trade name herbicides are based on past use. Other approved equal herbicides may be used if the percentage of active ingredient is equivalent to trade name or approved by the Contract Administrator.

- c. Any plant(s) that is killed or permanently damaged by the application of herbicides or fertilizers shall be replanted by the contractor. Permanent establishment of the new plant(s) is the sole responsibility of the contractor. Turf grass re-establishment shall be done at no additional cost to the City.
- d. Care shall be taken to avoid herbicide drift and damage to adjacent plants.
- e. Contractor will be responsible for any damage done to plant material or other property during maintenance operations. Contractor will be responsible for replacement of all plant material damaged or destroyed by him/her or his/her employees.
- f. The contractor must be licensed by the Texas Structural Pest Control Board and/or Texas Department of Agriculture. A copy of the license and a listing of the license numbers shall be submitted with a bid response.
- g. All herbicides shall be mixed and applied in strict accordance with the manufacturer's E.P.A. Registered Label.
- h. The contractor shall comply with all pesticide/herbicide application requirements as set forth by the Texas Structural Pest Control Board (TSPCB), the Texas Department of Agriculture, the Federal Environmental Protection Agency and manufacturers' instructions provided with chemicals on labels and/or accompany brochures.
- i. All turf areas in the parks, facilities, medians/roadsides, ROW's designated to receive herbicide treatments are required to have a Pre and Post emergent Herbicide unless specified otherwise. Control of difficult perennial and annual weeds will be mutually determined by vendor and Contract Administrator. Timing of all herbicide applications will be determined by the Contract Administrator.
- j. Prior to seasonal herbicide treatments, a meeting will be required between Vendor and Contract Administrator to discuss what is to be sprayed and at which locations.

### 3. **Fertilizer**

- a. Fertilizer Schedule for Turf Areas with 1 Annual Application
  - May 1- May 15: apply granular TurfGro One and Done fertilizer: 30-2-12 (or equivalent) for full summer effect. Substitutions to this must be requested to the Contract Administrator but must meet same or very similar specifications.
- b. All concrete surfaces shall be blown off immediately after fertilizer applications.
- c. In lieu of detailed time/date schedules for treatment, the vendor shall in coordination with the Contract Administrator/Alternate, develop a schedule that is mutually agreeable

to both. In the event of a disagreement, the schedule of the Contract Administrator/Alternate will prevail. See attached schedule matrix on bid sheet.

4. **Annual Color**

- a. Vendor will provide two (2) seasonal (Spring/Summer and Fall/Winter) color plantings per year unless otherwise specified in **Attached Pricing Summary Worksheet Locations**. Plant material type, variety, and color will be selected by Contract Administrator/Alternate.
- b. Remove old seasonal color, rake off existing mulch layer, clean weeds/trash from planting bed, Roto-till to turn and fluff bed to a min. depth of 4" max. 6", rake bed smooth and remove clods/rocks greater than 1". Pull back all drip irrigation tubes prior to Roto-tilling beds if installed with drip irrigation. Contractor is responsible for repairing any irrigation damaged during the process of the install.
- c. At each Color change apply Color Star (or approved equivalent) granular fertilizer at labeled rate. Add granular fertilizer at time of planting (Spring/Summer and Fall/Winter planting).
- d. Top dress all color beds with mulch @ a depth of 1"
- e. A representative sample of all plant material must be approved by Contract Administrator/Alternate prior to all plantings. An emailed photo will be accepted as long as an object is included for a size comparison.
- f. Annual Plant spacing:
  - i. All color plantings will use 4" pots planted at 6" centers.
  - ii. All one (1) gallon plants requested will be planted at one (1) per Sq. Ft.
- g. At each planting, color must be hand-watered immediately after planting. Soil must be moist to a depth of 6". Water sources will be provided and coordinated through Contract Administrator.

5. **Ant Abatement Service Requirements**

- a. Application timing to be determined by the Contract Administrator in conjunction with daily weather conditions. These applications, like all maintenance activities, require daily schedules to be sent.
- b. Application to be done in a broadcast method with ground equipment calibrated to give correct dosage. The application of Advion or an approved equal is requested and should be made at the label recommendations for annual fire-ant control. Retreatment will be

required at the Contractor's expense should fire ants become an issue before the effective time window is expired.

- c. Applications to include all landscaped beds, turf and non-turf areas {dirt/gravel} in all areas designated.
- d. Vendor is responsible for repairing any ruts in turf, replacement of valve boxes/covers, damage to irrigation controllers/heads and valves, or any hardscape feature made during application.
- e. Vendor to provide MSDS (Material Safety Data Sheet) on approved chemicals.
- f. Turf tires required on all equipment used in making the application.
- g. At all water features, extreme caution must be taken to assure the pesticide does not get into water. Damage to aquatic life will be replaced and cleaned at the vendor's cost.

6. **Irregular Work**

- a. At irregular intervals, the Contract Administrator will request landscape and/or irrigation work to be done at various locations throughout the City of North Richland Hills. Examples are as follows: landscape bed replacement/enhancement at various locations, irrigation installation/reconfiguration as needed at various locations, etc. Pricing for these projects shall be obtained by using the **Attached Pricing Summary Worksheet**.
- b. The quantities of irregular work per year shall be estimates only and shall not constitute a guaranteed amount to be paid to the vendor.
- c. Contractor must supply receipts for materials purchased so that contract administrator is able to verify percent markup on material is correct, unless material was provided to contractor by the City.
- d. Materials are defined as items to be left at the landscape by the Contractor, whether it be above ground or in ground. Items such as pipe, valves, plants, soil, mulch, etc. are considered materials. Materials are not tools, blades, gasoline, etc.

7. **Warranty**

- a. The successful Vendor shall warrant that all items/services shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title. All trees and shrubs planted under this contract will carry a one-year replacement guarantee. Annual Color changes will carry a 5-month guarantee. A warranty will not be required if material is provided by the City, or damage occurs from an 'act of God' weather event.

## **SECTION C.**

### **RIGHT-OF-WAY MOWING SPECIFICATIONS**

#### **Mowing Requirements**

The mowing of all sites shall include the mowing and trimming of all grass and weeds within each area. Areas listed on the bid form can be found on the provided 2024 City of North Richland Hills Right-of-Way Mowing Mapbook. Please note that only items on the Section C. Bid Form are being requested as part of the bid and not all areas on map.

- A. All trash and debris shall be removed by the Contractor prior to mowing if shredding of the debris would be detrimental to the appearance of the area. No separate pay item shall be allowed for litter control.
- B. Turf must be mowed at a height of two (2) inches (measured from ground level).
- C. Trimming around trees and shrubs, fence lines, poles, posts and other obstructions will be performed using mechanical devices and/or hand labor with each cycle. Weeds growing in pavement cracks, street median, curbing and concrete shall be removed by Contractor.
- D. Sidewalks and other visual areas must be swept or blown clean after each cycle.
- E. Clippings shall not be blown into the streets or paved sidewalks, drainage inlets or on any paved surface of any type.
- F. Contractor's personnel working in streets right-of-way shall be required to wear safety vests or other safety garment as described by the Manual on Uniform Traffic Control Devices (MUTCD). Traffic control devices must meet MUTCD.
- G. Curbs, sidewalks, medians and other hard edges shall be trimmed each cycle.
- H. Grass and weeds growing in cracks and expansion joints as needed is permitted to be sprayed with a non-selective herbicide, but plant material must be removed mechanically once plant is deceased.
- I. The cycle mowing of all rights-of-way shall include the areas from roadway pavement to property lines, fence lines, or other applicable delineations. Should an obvious delineation not be present, Contractor to mow 10 feet in from back of curb or 5 feet in from back of sidewalk. Areas that are impossible to mow mechanically due to slopes and ditches must be cut with string trimmers or other acceptable methods.
- J. No payment for partial mowing of selected sites will be made. Each site must be completed before moving on to the next location in order for payment to be approved by the department.
- K. No parking on the public roadways shall impede normal flow of traffic, without the proper traffic control described in the Manual of Uniformed Traffic Control Devices.



**Weekly Reports**

The Contractor must provide an electronic weekly report on Monday mornings by 8:00 A.M. to the Contract administrator of areas mowed the previous week as well as a schedule for the current week.

**Clipping Removal**

Clippings shall not normally be collected and removed or from the site. Mulching kits on mowers should mulch clippings sufficiently, however if excessive clippings occur, these shall be removed by the Contractor. In addition, excessive clippings resulting from extended mowing frequencies due to the Contractor's delay shall be removed by the Contractor.

<b>Section A. and B. Property Description - Please also refer to provided maps.</b>		
<b>Location</b>	<b>Address</b>	<b>Description</b>
Ace Park	7751 N Richland Blvd.	Park property well defined by surrounding private properties to street.
Barfield Trail	SW corner of Little Bear Creek Park (Creekridge Drive) to Precinct Line 3.5 miles	Trail follows LBC corridor and power lines. Maintenance requires a 10ft mowing path on both sides of trail. Finger of trail near west end that extends to Valley Dr. required. Several adjacent open areas also required, refer to map.
Bedford-Euless Greenway	8205 Bedford-Euless Rd.	Park property defined by masonry fence/residential homes(north) to Ash street (west) to Nevada Trail (east)
Bldv 26 Landscape Median	Bldv 26 /820 Median	Bldv 26 landscape median, immediate south of 820.
Bursey Senior Center	7301 Bursey Rd	Property well defined by Bursey Rd. to the south, brick wall to the west and north, and a barbed wire fence to the east.
Cambridge Trailhead	6702 Cambridge Dr	North boundary defined by Cottonbelt Trail. South boundary defined by wooden fence. East boundary defined by Split rail fence near Cambridge Dr. West boundary defined by Rufe Snow Dr.
City Hall	4301 City Point Dr	Property begins at Blvd 26 and City Point Dr, extending southeast to the main property. Parking lot islands, front and sides of building, back employee parking area and south employee entrance along Frawley Drive. Small area between Auxillary building in employee lot and residential fences included in maintenance.
City Point Trail	7299 Glenview Dr.	Future Trail extending from Glenview to Blvd 26. See Map.
Clyde Zellers Park	4801 Vance Rd. Located at Snow Heights Elementary.	Site includes inside fenced playground up to sidewalk next to classrooms, plus turf outside fence to street. Site does <u>not</u> include front of the school nor next to classrooms.
Community Garden	5301 S. Davis Blvd.	Mowing includes turf adjacent to garden plots to surrounding streets and residential properties.
Cotton Belt Trail		Extends from Rufe Snow to Precinct Line. Mowing includes only south side of RR tracks. Boundaries include residential homes, commercial properties, or street south of trail and one 5' strip on track side of trail or to black vinyl chain link protection fence. No map provided. Mowing, edging and blowing to be performed completely in sections so as to not leave debris on the entire trail throughout the day of mowing.

<b>Section A. and B. Property Description - Please also refer to provided maps.</b>		
<b>Location</b>	<b>Address</b>	<b>Description</b>
Cross Timbers Park	7680 Douglas Rd. 7451 Starnes	Mowing includes all developed and common area property. Concrete trails crossing natural areas to be mowed 10' on each side of trail. North boundary includes fence line from Douglas east to Aubrey Ln. South boundary includes developed turf to street and behind residential homes, including 6ft cut on both sides of cement trail. East boundary includes back fences of residential homes on Aubrey Ln. Mowing required up to fences. 10' mowing width between creek and Orange Valley Dr to be performed with every mowing occurrence. South boundary at Starnes Rd. Inside 4 ball fields not included. String trim outside ball field fences required
Dan Echols Sr. Center	6801 Glenview	Mowing maintenance includes around building, parking lot and west strip next to channel. Channel <u>not</u> included.
Davis Bike Plaza	5500 Davis Blvd.	Property well defined by streets and residence. Mowing includes all surrounding turf adjacent to plaza.
Dick Faram Park	8344 Amundson	Park property well defined by surrounding streets and residential homes.
Dolce Plaza	9000 Grand Avenue	Park property well defined by surrounding streets and parking spaces. See map.
Dr. Pillow Park	7501 Continental Trl.	Park Property well defined by street and natural area. See map.
Fire Station #1	8001 Shadywood Ln.	Property is defined by Davis Blvd, Shadywood Ln, residential homes and tree line.
Fire Station #2	4001 Rufe Snow	Property defined by Rufe Snow, concrete channel and fence line.
Fire Station #3	5328 Davis Blvd.	Property defined by Davis and fence lines.
Fire Station #4	7245 Hightower Dr.	Property defined by Hightower, channel, fence line and Douglas.
Fossil Creek Park	6101 Onyx Dr. South	Mowing boundaries includes turf in front of park, common areas, between fields and tree area in back. Inside 2 baseball fields <u>not</u> included. Mowing and String trim outside ball field fence is required.
Fossil Creek Open Area	6101 Onyx Dr. South	Mowing includes a section of undeveloped park between wooded area and residential lots. Large portion of field is being converted to natural areas and is not included. Refer to attached map
Founders Park	7908 Brandon Court	Park property well defined with surrounding streets and brick fence.
Flyover Landscape	Northeast corner of Loop 820 and Blvd 26	Improved landscaped area adjacent to 820 frontage road and Blvd 26. See map.
Glenview / Blvd 26 Landscape	7200 Glenview	Improved landscaped areas on all corners of intersection. Refer to map.
Glenview East Median	7900 Glenview/820 Median	Glenview landscape median with City entry sign.
Green Valley Park	7701 Smithfield	Property well defined with street, brick wall and residential homes. Front pond edge to be trimmed as part of maintenance. Soccer fields are mowed by park staff and not included. Outside southern brick wall included in mowing.

**Section A. and B. Property Descriptions -Please also refer to provided maps.**

<b>Location</b>	<b>Address</b>	<b>Description</b>
Green Valley Raceway	8000 Smithfield Rd	Mowing boundaries defined by map. Boundary begins 10' off concrete trail. Concrete trail is part of Barfield Trail mowing parameter.
Hometown Lakes	6000 Lake Way	Mid Cities Blvd south to Natural area. <u>Defined by homes and HOA common area. See map.</u>
JB Sandlin Park	8925 Thornmeadow	North end of park property begins at the Thornway bridge. Property follows channel south to Bridge by Souththorn Drive. Property is defined by residential homes and streets. Maintenance also includes open areas adjacent to south Thornbush and Kentwood. Channel mowing is <u>not</u> included. Mowing required one mower path, past edge of channel.
Joan Johnson Trail	4500 Shady Lake east to Blvd. 26	Extends from Blvd 26 west to Sun Crest Ct. <u>Property defined by residential homes. See Map provided.</u>
Kay Granger Park	4100 Flory St. Located at Mullendore Elementary	Site under construction. See Map for bidding purposes.
Legacy Park	6800 Springdale Ln. Located at Foster Village Elementary	Site includes all fenced playground up to 20-30ft from classrooms or sidewalks adjacent to classrooms. Site does <u>not</u> include front of the school.
Liberty Park	5825 Holiday Ln.	Property defined by Holiday Ln and Liberty Way. Mowing includes small channel inside park. Lake edge to be string trimmed. Drainage channel <u>directly</u> north and south of the lake <u>not</u> included.
Linda Spurlock Park	6400 Glenview	Property defined by streets and residential homes.
Little Bear Creek Open Area	7200 Wilson Ln.	West boundary defined by residential homes along Creekridge Dr. East and south boundary defined by natural area. North Boundary defined by improved turf along North Tarrant Parkway. Refer to map.
Norich Park	5412 Galway Ln.	Property defined by residential homes and Streets.
North Electric Trail	Blvd 26 – Holiday Ln.	East maintenance begins at walking bridge next to Richland High School softball field. Practice fields / open space adjacent to trail are not included (10ft path on both side of trail in this area required). Property generally defined by residential homes and commercial properties following Oncor powerline easement. West maintenance ends at Newman Dr. See Map.
Northfield Park	7804 Davis Blvd.	Site well defined by residential homes and fences. Inside 3 ball fields <u>not</u> included. String trim outside ball field fence required.
NRH20 Water Park	9001 Blvd 26	Inside fence area and outside common areas to be mowed before 9:30am during open season. Bagging required near water edges during open season. Outside fence maintenance includes turf up to Blvd 26; mowing to parking on the south side (Sonic); and mow along trail on west side of property. Area north of property to be mowed to apartment landscape bed/property line.
NRH20 Overflow Parking	9001 Blvd 26	Large open space on the west side of NRH20 Waterpark. West boundary requires 5' mowing path on west side of concrete trail. East boundary picks up at west boundary of main NRH20 mowing. North boundary is defined by homes and apartments.

<b>Section A. and B. Property Descriptions -Please also refer to provided maps.</b>		
<b>Location</b>	<b>Address</b>	<b>Description</b>
NRH20 Overflow Parking	9001 Blvd 26	Large open space on the west side of NRH20 Waterpark. West boundary requires 5' mowing path on west side of concrete trail. East boundary picks up at west boundary of main NRH20 mowing. North boundary is defined by homes and apartments.
Randy Moresi Trail	7600 Roger Line Dr.	West side of channel (Roger Line to Booth Calloway), mowing required from street and/or tree line to channel edge.
Richfield Park	7250 Chapman Rd.	Main property on Chapman Rd. Mowing beside the creek channels included and extends south to Mid Cities Blvd. Inside baseball fields not included, but string trimming and mowing outside of ballfield fences is included. Mowing inside the creek channels is not included, but between channel and private fences is. See map.
Richland Tennis Center	7111 NE Loop 820	Outside maintenance includes area adjacent to loop 820 east to holiday lane and front common areas. Inside areas included and outside parking lot islands. Small strip outside wrought iron fence by apartments included. Mowing Thursday or Friday Afternoons 12:00-3:00
Rumfield power line easement	7328 Spring Oak Dr.	Property is a small, linear section of easement behind houses along spring oak drive. Refer to map for parameters.
Service Center -Park Operations -Fire Station 5 -Building Services -Public Works -Animal Adoption and Rescue Center	7200 Dick Fisher	Property defined by all turf areas inside Dick Fisher W, Dick Fisher N, Iron Horse Blvd, and front of the facilities on Dick Fisher S. Area includes open space in front of the Fire Administration facility. Maintenance required for area adjacent to equipment service entrance.
South Davis Landscape	Various addresses	Southern boundary of landscape begins. Refer to map for landscape bed locations.
Stormy Plaza	9010 Grand Ave.	Park property is defined by surrounding streets.
The Centre and Library	6000 Hawk Ave. 9015 Grand Ave.	The area is defined by Bud Jensen Rd to the north, Hawk Ave to the southwest, Grand Avenue to the southeast and vacant property to the east. The property also includes the Hawk Ave landscape median.
Walkers Creek Park	8403 Emerald Hills	North and west Property lines are residential properties. South extends to Emerald Hills Way. East property mowing line is natural area. Ballfields are not included, but mowing between, around, and string trimming outside of ballfield fencing is included.
Walkers Creek Trail	Near 6401 Sunnybrook Dr.	Mowing includes the section of bike trail from Amundson and Cardinal Lane to Mid Cities Blvd. Other sections of this trail are maintained by homeowners and/or are included in other park properties.
Vacant Lot	5024 Cummings Dr. E	Property well defined with surrounding neighborhood. No map provided
Vacant Lot	5020 Cummings Dr. E	Property well defined with surrounding neighborhood.
Old Jameson Fence	6504 Smithfield Rd.	See Map. Vegetation coming through old degrading concrete asphalt included. Can be sprayed or mowed with mowing cycle. Small area outside of fence on Northeast corner included. See Contract Administrator for gate lock combo.

<b>Section C. Location Descriptions Please also refer to ROW Mapbook</b>	
Amundson Drive	North Parameter begins at Precinct Line Rd. and extends South to Main St. See map book.
Boulevard 26	South parameter begins in medians south of Richland Plaza Dr., extending northeast to Rufe Snow Dr. Median north of loop 820 and a small island at 26 and Walker Blvd. Does not include mowing of landscaped/ improved medians within Section A. of Park Mowing Refer to map book.
Eden Road	North Boundary begins at Rumfield Road and extends south to Amundson Dr. See map book.
Harwood Road	Begins at Bob Dr. and Extends east to medians at City of Hurst city limits. Refer to map book.
Iron Horse Blvd	South parameter begins at Loop 820 and meanders north to Mid Cities Blvd. Refer to map book.
Kirk Lane	South parameter begins at Rumfield Rd. and winds northeast to Precinct Line Rd. Drainage channels to be trimmed completely to top of channel. See Mapbook for all areas to be mowed.
Little Ranch Rd.	Chapman Rd. to Hightower Dr. Mowing/line trimming required in channels. See map book.
Meadow Rd.	Extends from Chapman to Hightower. See map book for specific locations
Meadow Creek Rd.	Extends from North Forty to Hightower. See map book for specific locations
Mid Cities Blvd	West parameter begins at Rufe Snow Dr. and extends East to Precinct Line Rd. Medians and rights of ways. Refer to map for specific locations.
North Forty Rd.	Extends from Little Ranch to Meadow Rd. See map book for specific locations to be mowed.
North Tarrant Parkway	Begins west at NRH city limits on medians and north/south rights-of-way, extends east to Precinct Line Rd. North parameters consist of undeveloped land, masonry walls, and commercial properties. South boundaries - masonry walls, and commercial properties. See Mapbook.
Precinct Line Rd.	North Boundary begins near Davis Blvd and extends south to just past Glenhaven Ct.
Rufe Snow Dr	Begins at Blvd 26 and extends north on various medians and rights-of-way to Bursey Rd. Adjacent areas at Meadow Lakes east of Rufe Snow to be included (red on map). See Mapbook.
Rumfield Rd.	West Boundary begins at Davis Blvd. and extends to Precinct Line Rd. See Mapbook for specific areas Site Descriptions and Bid Form to be mowed.
Shady Grove Rd.	West boundary begins at Smithfield Rd and extends east. String trimming in drainage channels required. See Mapbook for specific locations to be maintained.
Smithfield Rd.	South Boundary begins at Davis Blvd and extends north to Shady Grove Rd.
Bridge Area Pavers	Blowing and Cleanup Under Bridge at 26/820 intersection along with chemical weed control.
Sushi Axiom ROW	Small triangle Area By Sushi Axiom.