DETENTION/RETENTION STORAGE FACILITY MAINTENANCE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, by plat denoted as **NORTHSTAR ADDITION BLOCK A, LOT 1** (hereinafter referred to as "**NORTHSTAR**") approved on <u>October 14, 2019</u> by the City Council of the City of North Richland Hills, Tarrant County, Texas (the "**City**"), **Texas Bluebonnet Realty, LLC.** (hereinafter referred to as "**TBR**") was permitted to develop the site described thereon in accordance with such plat; and

WHEREAS, such **NORTHSTAR** requires construction on the property of a facility to provide a storm water detention/retention facility (hereinafter referred to as "Detention/Retention Facility") for the development of **NORTHSTAR** to minimize potential flooding of downstream property; and

WHEREAS, the City is willing to permit TBR to construct a Detention/Retention Facility in accordance with plans approved by the City, provided that **TBR** or their assigns, in which case, subject to Section 6 herein, **TBR** shall be released from any future liability, agrees to maintain such Detention/Retention Facility.

NOW, THEREFORE, TBR or their assigns, at its sole cost and expense agrees to be bound by the terms and conditions of this Detention/Retention Facility Storage Facility Maintenance Agreement (this "Agreement) as follows:

- 1. Adhere to the requirements of the City Code, specifically Chapter 102: "Floods and Stormwater Management", Article III: "Stormwater Management."
- 2. Construct the Detention/Retention Facility in accordance with plans sealed by a licensed professional engineer registered in the State of Texas and specifications approved by the City.
- 3. Construct the landscaping in accordance with the Landscaping Plan approved by Development Review Committee preliminarily included as Exhibit "A."
- 4. Maintain the Detention/Retention Facility in a prudent manner to minimize soil erosion and loss of capacity due to sedimentation.
- 5. Be responsible for the following:
 - a) Keep grass and vegetation mowed and maintained in the Detention/Retention Facility and all areas around the Detention/Retention Facility controlled by **TBR** based on the following minimum schedule:
 - i. once every two (2) weeks between March 1st April 10th and between October 1st November 15th.

Page 1 of 5 PW75DRMA (Revised 4/18/2007)

- ii. once every week during the growing season between April 10th October 1st.
- b) The upkeep and replacement of all landscaping as shown on the approved landscape plan included in the SUP.
- c) Trash and debris removal once a week or after a storm event, whichever is more often.
- d) Any necessary dredging or silt removal from the basin and/or inlet and outlet structures to maintain design depth and health of the water bodies.
- e) Repair and replacement of decorative fencing around the basin as shown on the approved SUP.
- f) Maintenance and repair of retaining walls within and around the detention pond.

All the requirements of Sections 4 and 5 hereof shall be deemed to be standards, the violation of which shall be enforceable pursuant the provisions of Section 34-75 of the North Richland Hills Code of Ordinances and subject to the charges therein provided for. Should TBR, its assigns, or the then current owner of the property described herein, fail to abate the deficiencies and remedy any inadequacy in its maintenance of the Detention/Retention Facility within twenty (20) days of receipt of written notice from the City, the City may, but shall not be obligated, to provide such maintenance that it shall reasonably deem necessary and to charge TBR, its assigns, or the then current owner for such abatement and remediation of such inadequacy the administrative fee established in Appendix A for each parcel or lot plus the actual cost of clearing, cleanup and mowing. If TBR, its assigns, or the then current owner of the property described nerein, fails to reimburse the City within thirty (30) days of such written demand, the City may enforce such rights and remedies under law or its City Code to compel such payment, including imposition of the lien provided by Section 34-75 (c) in the manner therein set out. By acceptance of this Agreement, the City agrees to execute a certificate (addressed to the party requesting same) within ten (10) days of written request therefore, stating whether TBR, its assigns, or the then current owner of the property described herein respectively, is in compliance with this Agreement.

6. The agreements made herein shall be binding upon, TBR's successors and assigns and shall be a covenant running with the land. In the event of any assignment or transfer of interest by TBR of any of its duties or obligations under this Agreement, TBR shall provide the City with a copy of such written assignment document no later than five (5) business days after such assignment becomes effective. Such document shall clearly indicate the assignee's agreement to assume TBR's duties and obligations under this Agreement. Any assignment in violation of this Section 6 shall be null and void.

7. This Agreement shall not be amended, changed or modified without the written consent of the City of North Richland Hills.

Page 3 of 5 PW75DRMA (Revised 4/18/2007)

Executed this the	day of	SEPTEMBEL	_20 <u>19</u> .
E	Зу:	p=- 1.161	
F	Printed Name:	Ann ABONTOLORI	
1	Title: PILESIE	PERIT	

STATE OF TEXAS § 8 8 **COUNTY OF TARRANT**

BEFORE ME, the undersigned authority in and for Tarrant County, Texas, on this day personally appeared <u>Hmir Houtalebi</u>, MD known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the 20^{th} day of eptember , 2019.

Notary Public in and for the State of Texas

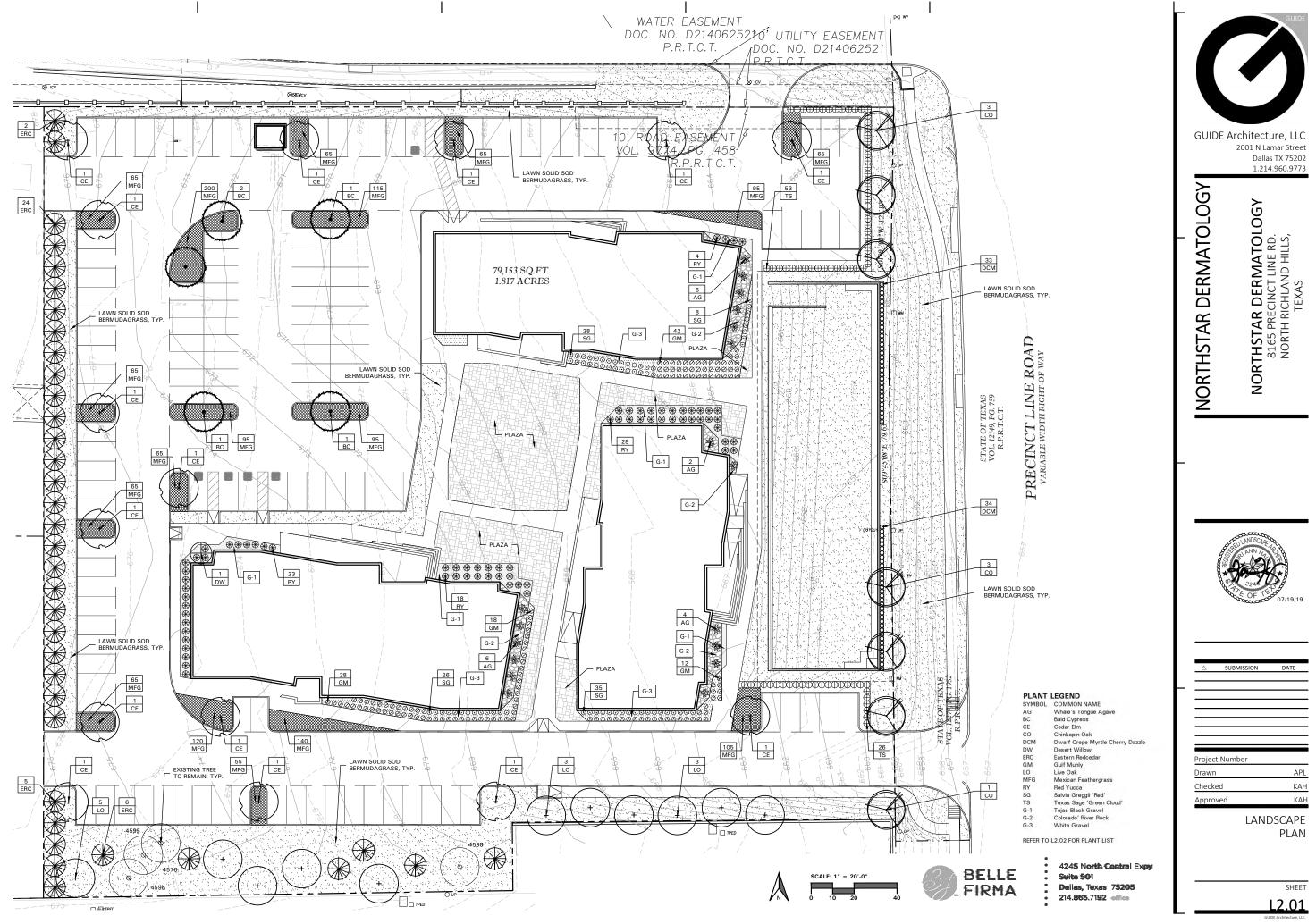
Type or Print Notary's Name

My Commission Expires: Nov. 6th, 2020

LISA D. SULSAR Notary Public, State of Texas Comm. Expires 11-06-2020 Notary ID 129194566

Exhibit "A" Detention/Retention Facility Landscaping Plan

Page 5 of 5 PW75DRMA (Revised 4/18/2007)



LANDSCAPE NOTES

- 1 CONTRACTOR SHALL VERIEY ALL EXISTING AND PROPOSED SITE ELEMENTS AND NOTIFY LANDSCAPE ARCHITECT OF ANY DISCREPANCIES. SURVEY DATA OF EXISTING CONDITIONS WAS SUPPLIED BY OTHERS.
- 2. CONTRACTOR SHALL LOCATE ALL EXISTING UNDERGROUND UTILITIES AND NOTIFY LANDSCAPE ARCHITECT OF ANY CONFLICTS. CONTRACTOR SHALL EXERCISE CAUTION WHEN WORKING IN THE VICINITY F UNDERGROUND UTILITIES.
- 3. CONTRACTOR SHALL PROVIDE A MINIMUM 2% SLOPE AWAY FROM ALL STRUCTURES.
- 4 CONTRACTOR SHALL FINE GRADE AREAS TO ACHIEVE CUNINACION SHALL FINE GRADE AREAS TO ACHIEVE FINAL CONTOURS AS INDICATED. LEAVE AREAS TO RECEIVE TOPSOIL 3" BELOW FINAL FINISHED GRADE IN PLANTING AREAS AND 1" BELOW FINAL FINISHED GRADE IN LAWN AREAS.
- 5. ALL PLANTING BEDS AND LAWN AREAS SHALL BE ALL FLAMING BEDS AND LAWIN AREAS SHALL BE SFARATED BY STEEL EDGING. NO STEEL EDGING SHALL BE INSTALLED ADJACENT TO BUILDINGS, WALKS, OR CURBS. CUT STEEL EDGING AT 45 DEGREE ANGLE WHERE IT INTERSECTS WALKS AND CURBS.
- 6. TOP OF MULCH SHALL BE 1/2" MINIMUM BELOW THE TOP OF WALKS AND CURBS
- ALL LAWN AREAS SHALL BE SOLID SOD BERMUDAGRASS, UNLESS OTHERWISE NOTED ON THE DRAWINGS.
- 8. ALL REQUIRED LANDSCAPE AREAS SHALL BE PROVIDED WITH AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM WITH RAIN AND FREEZE SENSORS AND EVAPOTRANSPIRATION (ET) WEATHER-BASED CONTROLLERS AND SAID IRRIGATION SYSTEM SHALL BE DESIGNED BY A QUALIFIED PROFESSIONAL AND INSTALLED RYA LICENSED REVIGATOR INSTALLED BY A LICENSED IRRIGATOR
- 9. CONTRACTOR SHALL PROVIDE BID PROPOSAL LISTING UNIT PRICES FOR ALL MATERIAL PROVIDED.
- 10. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL REQUIRED LANDSCAPE AND IRRIGATION PERMITS.

MAINTENANCE NOTES

- 1. THE OWNER, TENANT AND THEIR AGENT, IF ANY, SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE FOR THE MAINTENANCE OF ALL LANDSCAPE.
- ALL LANDSCAPE SHALL BE MAINTAINED IN A NEAT AND ORDERLY MANNER AT ALL TIMES. THIS SHALL INCLUDE MOWING, EDGING, PRUNING, FERTILIZING, WATERING, WEEDING AND OTHER SUCH ACTIVITIES COMMON TO LANDSCAPE MAINTENANCE
- 3. ALL LANDSCAPE AREAS SHALL BE KEPT FREE OF TRASH, LITTER, WEEDS AND OTHER SUCH MATERIAL OR PLANTS NOT PART OF THIS PLAN.
- 4. ALL PLANT MATERIAL SHALL BE MAINTAINED IN A HEALTHY AND GROWING CONDITION AS IS APPROPRIATE FOR THE SEASON OF THE YEAR.
- 5. ALL PLANT MATERIAL WHICH DIES SHALL BE REPLACED WITH PLANT MATERIAL OF EQUAL OR BETTER VALUE.
- 6. CONTRACTOR SHALL PROVIDE SEPARATE BID PROPOSAL FOR ONE YEAR'S MAINTENANCE TO BEGIN AFTER FINAL ACCEPTANCE.

PLANT LIST

G-2 G-3

SYMBOL	BOTANICAL NAME TREES	COMMON NAME	QTY.	SIZE	REMARKS
BC	Taxodium distichum	Bald Cypress	5	3" cal.	container grown, 12' ht., 4' spread, 4' branching ht., matching
CE	Ulmus crassifolia	Cedar Elm	15	3" cal.	B&B, 12' ht., 4' spread, 4' branching ht., matching
со	Quercus muehlenbergii	Chinkapin Oak	7	3" cal.	container grown, 12' ht., 4' spread, 4' branching ht., matching
DW	Chilopsis linearis	Desert Willow	1	30 gal.	container grown, 3-5 trunk, 8' ht. min., 4' spread min.
ERC	Juniperus virginiana	Eastern Redcedar	37	6' ht.	B&B or container grown, full to base, 3' spread
LO	Quercus virginiana	Live Oak	11	3" cal.	container grown, 12' ht., 4' spread, 4' branching ht., matching
	SHRUBS/GROUNDCOVER				
AG	Agave ovatifolia	Whale's Tongue Agave	18	5 gal.	container full
DCM	Lagerstroemia 'Gamad I'	Dwarf Crepe Myrtle Cherry Dazzle	67	5 gal.	container full, 20" spread, 36" o.c.
GM	Muhlenbergia capillaris	Gulf Muhly	100	5 gal.	container full, 36" o.c.
MFG	Nassella tenuissima	Mexican Feathergrass	1540	1 gal.	container full, 24" o.c.
RY	Hesperaloe parvifolia	Red Yucca	73	5 gal.	container full, 30" o.c.
SG	Salvia greggii 'Red'	Salvia Greggii 'Red'	97	5 gal.	container full, 20" spread 24" o.c.
TS	Leucophyllum frutescens 'Green Cloud'	Texas Sage 'Green Cloud'	79	5 gal.	container full, 20" spread, 24" o.c.
	Cynodon dactylon	Common Bermudagrass			refer to notes
	MISCELANEOUS				
G-1		Tejas Black Gravel			

GENERAL LAWN NOTES

- 1. CONTRACTOR SHALL COORDINATE OPERATIONS AND AVAILABILITY OF EXISTING TOPSOIL WITH ON-SITE CONSTRUCTION MANAGER.
- 2. CONTRACTOR SHALL LEAVE LAWN AREAS 1" BELOW FINAL FINISHED GRADE PRIOR TO TOPSOIL INSTALLATION.
- CONTRACTOR SHALL FINE GRADE AREAS TO ACHIEVE FINAL CONTOURS AS INDICATED ON CIVIL PLANS. ADJUST CONTOURS TO ACHIEVE POSITIVE DRAINAGE AWAY FROM BUILDINGS. PROVIDE UNIFORM ROUNDING AT TOP AND BOTTOM OF SLOPES AND DOWN OF SLOPES AND OTHER BREAKS IN GRADE. CORRECT IRREGULARITIES AND AREAS WHERE WATER MAY STAND
- 4. ALL LAWN AREAS SHALL BE FINE GRADED, IRRIGATION TRENCHES COMPLETELY SETTLED AND FINISH GRADE APPROVED BY THE OWNER'S CONSTRUCTION MANAGER OR LANDSCAPE ARCHITECT PRIOR TO LAWN INSTALLATION.
- CONTRACTOR SHALL REMOVE ALL ROCKS 3/4" DIAMETER AND LARGER, DIRT CLODS, STICKS, CONCRETE SPOILS, ETC. PRIOR TO PLACING TOPSOIL AND LAWN INSTALLATION.
- 6. CONTRACTOR SHALL MAINTAIN ALL LAWN AREAS UNTLE FINAL ACCEPTANCE. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO: MOWING, WATERING, WEEDING, CULTIVATING, CLEANING AND REPLACING DEAD OR BARE AREAS TO KEEP PLANTS IN A VIGOROUS, HEALTHY CONDITION.
- 7. CONTRACTOR SHALL GUARANTEE ESTABLISHMENT OF ACCEPTABLE TURF AREA AND SHALL PROVIDE REPLACEMENT FROM LOCAL SUPPLY IF NECESSARY.

SOLID SOD NOTES

- 1. PLANT SOD BY HAND TO COVER INDICATED AREAS COMPLETELY. ENSURE EDGES OF SOD ARE TOUCHING. TOP DRESS JOINTS BY HAND WITH TOPSOIL TO FILL VOIDS.
- 2 BOLL GRASS AREAS TO ACHIEVE A SMOOTH EVEN SURFACE, FREE FROM UNNATURAL UNDULATION
- 3. WATER SOD THOROUGHLY AS SOD OPERATION PROGRESSES.
- 4. IF INSTALLATION OCCURS BETWEEN SEPTEMBER 1 AND MARCH 1, OVER-SEED BERMUDAGRASS SOD WITH WINTER RYEGRASS, AT A RATE OF FOUR (4) POUNDS PER ONE THOUSAND (1000) SQUARE FEET.

HYDROMULCH NOTES

- 1. CONTRACTOR SHALL SCARIFY, RIP AND LOOSEN ALL AREAS TO BE HYDROMULCHED TO A MINIMUM DEPTH OF 4" PRIOR TO TOPSOIL AND HYDROMULCH INSTALLATION.
- 2. BERMUDAGRASS SEED SHALL BE EXTRA HULLED AND TREATED LAWN TYPE, SHALL BE DELIVERED TO THE SITE IN ITS ORIGINAL UNOPENED CONTAINER AND SHALL MEET STATE LAW REQUIREMENTS.
- 3. FIBER SHALL BE ONE HUNDRED PERCENT (100%) WOOD CELLULOSE FIBER, DELIVERED TO THE SITE IN ITS ORIGINAL UNOPENED CONTAINER AS MANUFACTURED BY 'CONWEB' OR EQUAL.
- 4. FIBER TACK SHALL BE DELIVERED TO THE SITE IN ITS ORIGINAL UNOPENED CONTAINER AND SHALL BE 'TERRO-TACK ONE', AS MANUFACTURED BY CROWNERS INC ONE FOLIAL GROWERS, INC. OR EQUAL.
- HYDROMULCH WITH BERMUDAGRASS SEED AT A RATE OF TWO (2) POUNDS PER ONE THOUSAND (1000) SQUARE FEET.
- 6. USE A 4'X8' BATTER BOARD AGAINST ALL BED AREAS.
- 7. IF INSTALLATION OCCURS BETWEEN SEPTEMBER 1 AND MAY 1, ALL HYDROMULCH AREAS TO BE WINTER RYEGRASS, AT A RATE OF FOUR (4) POUNDS PER ONE THOUSAND (1000) SQUARE FEET. CONTRACTOR SHALL BE REQUIRED TO RE-HYDROMULCH WITH BERMUDAGRASS THE FOLLOWING GROWING SEASON AS PART OF THIS CONTRACT.
- 8. ALL LAWN AREAS TO BE HYDROMULCHED SHALL HAVE ONE HUNDRED PERCENT (100%) COVERAGE PRIOR TO FINAL ACCEPTANCE.

VISCELANEOUS	
	Tejas Black Gravel
	Colorado' River Rock
	White Gravel

NOTE: ALL TREES SHALL HAVE STRAIGHT TRUNKS AND BE MATCHING WITHIN VARIETIES.

PLANT LIST IS AN AID TO BIDDERS ONLY. CONTRACTOR SHALL VERIEY ALL QUANTITIES ON PLAN. ALL HEIGHTS AND SPREADS ARE MINIMUMS. ALL PLANT MATERIAL SHALL MEET OR EXCEED REMARKS AS INDICATED.

LANDSCAPE TABULATIONS NORTH RICHLAND HILLS, TEXAS

SITE LANDSCAPE REQUIREMENTS: 1. 15% of the total site area shall be landscaped.

Total Site Area: 139.026 s.f. Provided 20.854 s.f. (15%) 32,962 s.f. (23%)

- LANDSCAPE SETBACK REQUIREMENTS
- One (1) large tree, 3" cal., per 50 l.f. of street frontage.
 Ten (10) small shrubs, 24" ht., per 50 l.f. of street

 PRECINCT LINE RD.: 331 I.f.

 Required
 Provided

 (7) large trees, 3" cal.
 (7) large trees, 3" cal.

 (67) small shrubs, 24" ht.
 (67) small shrubs, 24" ht.

PARKING LOT LANDSCAPING:

- Large screening shrubscArinos:
 Large screening shrubs planted 36" o.c. and 24" off the back of curb screening spots adjacent to street.
 5% of the parking lot to be landscaped.
 One (1) large tree shall be planted for every 20 parking
- spaces. No parking space shall be located more than 100 feet from a large tree within a landscaped island.

Total Parking lot: 53,505 s.f. Total Parking: 128

Required Provided large screening shrubs 2,675 s.f. (5%) large screening shrubs 4,983 s.f. (9%) (20) large trees (7) large trees

BUFFER YARD REQUIREMENTS -

- Non residential adjacent to residential 1. A masonry screening wall not less than 6' nor more than 8' ht.
- 2. A min. of one (1) large tree planted per each 30 l.f. of
- A min, of 40% of the provided large trees shall be everaree

Total Buffer Length: 429 I.f. Required masonry wall (15) large trees

(6) evergreen trees

Provided ex. masonry wall (4) ex. trees (11) large trees (11) evergreen trees



GUIDE Architecture, LLC 2001 N Lamar Street Dallas TX 75202 1.214.960.9773

DERMATOLO К ORTHSTA

ž

Ъ





	DATE
Project Number	
Drawn	APL
Checked	KAH
Approved	K A I

LANDSCAPE NOTES





SECTION 32 9300 - LANDSCAPE

PART 1 - GENERA

- 1.1 REFERENCED DOCUMENTS
- A. Refer to Landscape Plans, notes, details, bidding requirements, special provisions, and schedules for additional requirements.
- 1.2 DESCRIPTION OF WORK
- A. Work included: Furnish all supervision, labor, materials, services, equipment and appliances required to complete the work covered in conjunction with the landscaping covered in these specifications and landscaping plans, including:
- 1. Planting (trees, shrubs and grasses
- 2. Bed preparation and fertilizatio
- 3. Notification of sources
- 4. Water and maintenance until final acceptance
- 5. Guarant

1.3 REFERENCE STANDARDS

- . American Standard for Nursery Stock published by American Association of Nurserymen: 27 October 1980, Edition; by American National Standards Institute, Inc. (260.1) plant material
- B. American Joint Committee on Horticultural Nomenclature: 1942 Edition of Standardized Plant Names.
- C. Texas Association of Nurserymen, Grades and Standards
- D. Hortis Third, 1976 Cornell University

1.4 NOTIFICATION OF SOURCES AND SUBMITTALS

A. Samples: Provide representative quantities of sandy loam soil, mulch, bed mix material, gravel, crushed stone, steel edging and tree stakes. Samples shall be approved by Owner's Authorized Representative before use on the project.

1.5 JOB CONDITIONS

- A. General Contractor to complete the following punch list: Prior to Landscape Contractor initiating any portion of landscape installation, General Contractor shall leave planting bed areas three (37) inches below final finish grade of sidewalks, drives and curbs as shown on the drawnigns. All lawn areas to receive solid sod shall be left one (1¹) inche below the final finish grade of sidewalks, drives and curbs. All construction debris shall be removed prior to Landscape Contractor beginning any work.
 1.7 QUALITY ASSURANCE
 A. General: Comply wit regulations govern regulations govern vigualified foreman acc
- B. Storage of materials and equipment at the job site will be at the risk of the Landscape Contractor. The Owner cannot be held responsible for theft or damage.

1.6 MAINTENANCE AND GUARANTE

- A. Maintenand
- The Landscape Contractor shall be held responsible for the maintenance of all work from the time of planting until final acceptance by the Owner. No trees, shrubs, groundcover or grass will be accepted unless they show healthy growth and artification, follow conditions
- Maintenance shall include watering of trees and plants, cultivation, weeding spraying, edging, pruning of trees, moving of grass, cleaning up and all other work necessary of maintenance.
- 3. A written notice requesting final inspection and acceptance should be submitted to the Owner at least seven (7) days prior to completion. An on-site inspection by the Owner's Authorized Representative will be completed prior to written accentance
- B. Guarantee

- Trees, shrubs and groundcover shall be guaranteed for a twelve (12) month period after final acceptance. The Contractor shall replace all dead materials as soon as weather permits and upon notification of the Owner, Plants, including trees, which have partially deid so that shape, size, or symmetry have been damaged, shall be considered exhiert to replacement. In such access the opioion of the subject to replacement. In such cases, the opinion of the Owner shall be final.
- a. Plants used for replacement shall be of the same size and kind as those originally planted and shall be planted as originally specified. All work, including materials, labor and equipment used in replacements, shall carry a twelve (12) month guarantee. Any damage, including ruts in lawn or bed areas, incurred as a result of making replacements shall be immediately repaired.
- At the direction of the Owner, plants may be replaced at the start of the next year's planting season. In such cases, dead plants shall be removed from the premises immediately.
- c. When plant replacements are made, plants, soil mix, fertilizer and mulch are to be utilized as originally specified and re-inspected for full compliance with the contract requirements. All replacements are to be included under "Work" of this section
- The Owner agrees that for the guarantee to be effective, he will water plants at least twice a week during dry periods and cultivate beds once a month after final acceptance.
- The above guarantee shall not apply where plants die after acceptance because of injury from storms, hail, freeze, insects, diseases, injury by humans, machines or theft. 4. Acceptance for all landscape work shall be given after final inspection by the Owner provided the job is in a complete, undamaged condition and there is a stand of grass in all lawn areas. At that time, the Owner will assume monoteness on the consected unrefield.
- enance on the accepted work C. Repairs: Any necessary repairs under the Guarantee must b mepairs. Any necessary repairs under the Gualantee must be made within ten (10) days after receiving notice, weather permittings. In the event the Landscape Contractor does not contractor, may provide materials and men to make such repairs at the expense to the Landscape Contractor.

E. - 4£\$

Sacistas

`©

-(D)

ſ_Ū.

в

ଵୄୄୄୢୠୄୖୢୄୢୄୄୄ

F.)-G.)-

H

01 TREE PLANTING DETAIL

- General: Comply with applicable federal, state, county and local regulations governing landscape materials and work.
- Personnel: Employ only experienced personnel who are familiar with the required work. Provide full time supervision by a qualified foreman acceptable to Landscape Architect.
- Selection of Plant Material: Rection of Prant Waterhai: Make contact with suppliers immediately upon obtaining notice of contract acceptance to select and book materials. Develop a program of maintenance (pruning and fertilization) which will ensure the purchased materials will meet and / or evceed project spacification.
- 2. Substitutions: Do not make plant material substitutions. If the specified landscape material is not obtainable, submit proof of non-availability to Landscape Architect, together with proposal for use of equivalent material. At the time bids are submitted, the Contractor is assumed to have ated the materials necessary to com specified
- Landscape Architect will provide a key identifying each tree location on site. Written verification will be required to document material selection, source and delivery schedules to site.
- 4. Measurements: Measure trees with branches and trunks or canes in their normal position. Do not prune to obtain required sizes. Take caliper measurements six inches above ground for trees up to and including 4° caliper size, and twelve inches above ground for larger sizes. Measure main body of all plant material of height and spread dimensions,

- do not measure from branch or root tip-to-tip.
- Owner's Authorized Representative shall inspect all pla material with requirements for genus, species, cultivar variety size and quality.
- Owner's Authorized Representative retains the right to further inspect all plant material upon arrival to the site and during installation for size and condition of root balls and root systems, limbs, branching habit, insects, injuries and latent defects
- 7. Owner's Authorized Representative may reject unsatisfactory or defective material at any time during the process work. Remove rejected materials immediately from the site and replace with acceptable material at no additional cost to the Owner. Plants damaged in transit or at job site shall be rejected.
- 1.8 PRODUCT DELIVERY, STORAGE AND HANDLING
- A. Preparation
- Balled and Burlapped (B&B) Plants: Dig and pressipment in a manner that will not damage roots, bran shape and future development.
- Container Grown Plants: Deliver plants in rigid container to hold ball shape and protect root mass.
- B Delivery
 - Deliver packaged materials in sealed containers showing weight, analysis and name of manufacturer. Protect materials from deterioration during delivery and while stored on site.
 - 2. Deliver only plant materials that can be planted in one day unless adequate storage and watering facilities are available on job site.
 - 3. Protect root balls by heeling in with sawdust or other approved moisture retaining material if not planted within 24 approved moisture hours of delivery.
 - Protect plants during delivery to prevent damage to root balls or desiccation of leaves. Keep plants moist at all times. Cover all materials during transport. Notify Owner's Authorized Representative of delivery
 - schedule 72 hours in advance job site.
 - Remove rejected plant material immediately from job site 7. To avoid damage or stress, do not lift, move, adjust to
 - plumb, or otherwise manipulate plants by trunk or stems
 - PART 2 PRODUCTS
 - 2.1 PLANTS General: Well-formed No. 1 grade or better nursery grown stock. Listed plant heights are from tops of root balls to nominal tops of plants. Plant spread refers to nominal outer width of the plant, not to the outer leaf tips. Plants will be individually approved by the Owner's Authorized Representative and his decision as to their acceptability shall be final.
 - Quantities: The drawings and specifications are complimentary. Anything called for on one and not the other is as binding as if shown and called for on both. The plant schedule is an aid to bidders only. Confirm all quantities on plan.
 - Quality and size: Plant materials shall conform to the size given on the plan, and shall be healthy, symmetrical, well-shaped, full branched and well rooted. The plants shall be free from injurious insects, diseases, injuries to the bark or roots, broken branches, objectionable disfigurements, insect eggs and larvae, and are to be of specimen quality.
 - Approval: All plants which are found unsuitable in growth, or are in any unhealthy, badly shaped or undersized condition will be rejected by the Owner's Authorized Representative either before or after planting and shall be removed at the expense of the Landscape Contractor and replaced with acceptable plant as D.

MULCH: DOUBLE SHREDDED HARDWOOD MULCH 2 INCH SETTLED THICKNESS, WITH 2" HT. WATERING RING; ENSURE THAT ROOT FLARE IS EXPOSED. BELOW GROUND STAKE

J. TREE STAKES: TREE STAKE SOLUTIONS 'SAFETY STAKE' BELOW GROUND MODEL AVAILABLE FROM:

jeff@treestakesolutions.com www.treestakesolutions.com

OR APPROVED EQUAL. TREES SHALL BE STAKED BELOW GROUND WHERE NECESSARY; ABOVE GROUND STAKING IS EXPRESSLY PROHIBITED.

IT SHALL BE THE RESPONSIBILITY OF

THE CONTRACTOR TO OBTAIN A COPY THE

OF THE MANUFACTURENTS SPECIFICATIONS PRIOR TO INSTALLATION OF TREE STAKES. CONTRACTOR SHALL ADHERE TO

MANUFACTURER'S INSTALLATION GUIDELINES, SPECIFICATIONS, AND OTHER REQUIREMENTS FOR TREE STAKE

MANUFACTURER'S

SHOULD NOT BE VISIBLE

Tree Stake Solutions

INSTALLATION.

ATTN: Jeff Tuley (903) 676-6143

- TREE PLANTING DETAIL LEGEND
- AND NOTES H. BACKFILL: USE EXISTING NATIVE SOIL (no amendments) WATER THOROUGHLY TO ELIMINATE AIR POCKETS.
- A. TREE: TREES SHALL CONFORM WITH LATEST AMERICAN STANDARD FOR NURSERY STOCK. www.anla.org
- B. TREE PIT: WIDTH TO BE AT LEAST TWO (2) TIMES THE DIAMETER OF THE ROOT BALL CENTER TREE IN HOLE & REST ROOT BALL ON UNDISTURBED NATIVE COULT AND A CONTRACT OF THE CONTRACT. THE CONTRACT OF THE CONTRACT. THE CONTRACT OF THE CONTRACT OF THE CONTRACT OF THE CONTRACT OF THE CONTRACT O
- C. ROOT BALL: REMOVE TOP ⅓ BURLAP AND ANY OTHER FOREIGN OBJECT; CONTAINER GROWN STOCK TO BE INSPECTED FOR GIRDLING ROOTS.
- D. ROOT FLARE: ENSURE THAT ROOT FLARE IS EXPOSED, FREE FROM MULCH, AND AT LEAST TWO INCHES ABOVE GRADE. TREES SHALL BE REJECTED WHEN GIRDLING ROOTS ARE PRESENT & ROOT FLARE IS NOT APPARENT.
- E. ROOTBALL ANCHOR RING: REFER TO MANUFACTURER'S GUIDELINES FOR SIZING. PLACE ROOTBALL ANCHOR RING ON BASE OF ROOTBALL, TRUNK SHOULD BE IN THE CENTER OF THE RING.
- ROOT ANCHOR BY TREE STAKE
- STAKE: REFER G. NAIL MANUFACTURER'S GUIDELINES FOR SIZING. INSTALL NAIL STAKES WITH HAMMER OR MALLET FIRMLY INTO UNDISTURBED GROUND. DRIVE NAIL STAKES FLUSH WITH "U" BRACKET ADJACENT TO ROOTBALL (DO NOT DISTURB ROOTBALL).

- specified at no additional cost to the Owner.
- Trees shall be healthy, full-branched, well-shaped, and shall me the minimum trunk and diameter requirements of the pla the minimum trunk and diameter requirements of the plant schedule. Balls shall be firm, neat, slightly tapered and well wrapped in burlap. Any tree losse in the ball or with a broken root ball at time of planting will be rejected. Balls shall be ten (10°) inches in diameter for each one (1°) inch of trunk diameter, measured six (6°) inches above ball. (Nomenclature confirms to the customary nursery usage. For clarification, the terr "multi-trunk" defines a plant having three (3) or more trunks of nearly equal diameter.)
- F. Pruning: All pruning of trees and shrubs, as directed by the Landscape Architect prior to final acceptance, shall be executed by the Landscape Contractor at no additional cost to the Owner. 2.2 SOIL PREPARATION MATERIALS
- A. Sandy Loam
 - Friable, fertile, dark, loamy soil, free of clay lumps, subsoil, stones and other extraneous material and reasonably free of weeds and foreign grasses. Loam containing Dallasgrass or Nutgrass shall be rejected.
 - 2. Physical properties as follows
 - Clay between 7-27 percent
 Silt between 15-25 percent
 Sand less than 52 percent

 - 3. Organic matter shall be 3%-10% of total dry weight.
 - 4. If requested, Landscape Contractor shall provide a certified soil analysis conducted by an approved soil testing laboratory verifying that sandy loam meets the above requirements.
- B. Organic Material: Compost with a mixture of 80% vegetative matter and 20% animal waste. Ingredients should be a mix of course and fine textured material.
 3.2 INSTALLATION
- C. Premixed Bedding Soil as supplied by Vital Earth Resources, Gladewater, Texas; Professional Bedding Soil as supplied by Living Earth Technology, Dallas, Texas or Acid Gro Municipal Mix as supplied by Soil Building Systems, Dallas, Texas or approved events
- D. Sharp Sand: Sharp sand must be free of seeds, soil particles and
- Mulch: Double Shredded Hardwood Mulch, partially deco dark brown. Living Earth Technologies or approved equal
- F. Organic Fertilizer: Fertilaid, Sustane, or Green Sense or equal as recommended for required applications. Fertilizer shall be delivered to the site in original unopened containers, each bearing the manufacturer's guaranteed statement of analysis.
- G. Commercial Fertilizer: 10-20-10 or similar analysis. Nitrogen source to be a minimum 50% slow release organic Nitrogen (SCU or UF) with a minimum 8% sulfur and 4% iron, plus privacy intervention. micronutrients.
- H. Peat: Commercial sphagnum peat moss or partially decomposed shredded pine bark or other approved organic material.

2.3 MISCELLANEOUS MATERIALS

- A. Steel Edging: All steel edging shall be 3/16" thick x 4" deep x 16' long with 6 stakes per section, painted black at the factory as manufactured by The J.D. Russell Company and under its trade name DURAEDGE Heavy Duty Steel.
- B. Staking Material for Shade Trees: refer to details
- C. Gravel: Washed native pea gravel, graded 1 inch to 1-1/2 inch. D. Filter Fabric: 'Mirafi Mirascape' by Mirafi Construction Products available at Lone Star Products, Inc., (469) 523-0444 or approved equal.

SHRUBS / GROUNDCOVER; REFER TO LANDSCAPE PLAN

SPECIFICATIONS; 2" MINIMUM

CONCRETE WALK

NO STEEL EDGING SHALL

BE INSTALLED ALONG

SIDEWALKS OR CURBS

TOPDRESS MULCH PER

SETTLED THICKNESS

TOP OF MULCH 1/2

SCARIFY SIDES-

02 SHRUB / GROUNDCOVER DETAIL

MINIMUM BELOW TOP O

CONCRETE WALK / CURB

E. River Rock: 'Colorado' or native river rock, 2" - 4" dia.

Decomposed Granite: Base material shall consist of a natural material mix of granite aggregate not to exceed 1/8" diameter in size and shall be composed of various stages of decomposed earth base.

PART 3 - EXECUTION

C. Grass Areas:

- 3.1 BED PREPARATION & FERTILIZATION
- Landscape Contractor to inspect all existing conditions and report any deficiencies to the Owner.
- B. All planting areas shall be conditioned as follows
- Prepare new planting beds by scraping away existing grass and weeds as necessary. Till existing soil to a depth of six (6°) inches prior to placing compost and fertilizer. Apply fertilizer as per Manufacturer's recommendations. Add six (6°) inches of compost and till into a depth of six (6°) inches of the topsoil. Apply organic fertilizer such as Sustane or Green Sense at the rate of twenty (20) pounds per one thousand (1,000) square feet.
- All planting areas shall receive a two (2") inch layer of specified mulch.

Backfill for tree pits shall be as follows: Use existing top soil on site (use imported topsoil as needed) free from large clumps, rocks, debris, caliche, subsoils, etc., placed in nine (9") inch layers and watered in thoroughly.

Blocks of sod should be laid joint to joint (staggered joints) after fortilizing the ground first. Roll grass areas to achieve a smooth, even surface. The joints between the blocks of sod should be filled with topsoil where they are evidently

Maintenance of plant materials shall begin immediately after each plant is delivered to the site and shall continue until all construction has been satisfactorily accomplished.

Plant materials shall be delivered to the site only after the beds are prepared and areas are ready for planting. All shipments of nursery materials shall be thoroughly protected from the drying winds during transit. All plants which cannot be planted at once, after delivery to the site, shall be well protected against the possibility of drying by wind and Balls of earth of B & B plants shall be kept covered with soil or other acceptable material. All plants remain the property of the Contractor until final acceptance.

C. Position the trees and shrubs in their intended location as per

Excavate pits with vertical sides and horizontal bottom. Tree pits shall be large enough to permit handling and planting without njuyr to balls of earth or rosts and shall be of such depth that, when planted and settled, the crown of the plant shall bear the same relationship to the finish grade as it dit to soil

Shrub and tree pits shall be no less than twenty-four (24") inches wider than the lateral dimension of the earth ball and six (6") inches deeper than it's vertical dimension. Remove and haul

from site all rocks and stones over three-quarter (\mathcal{X} ") inch ir diameter. Plants should be thoroughly moist before removing

Percolation Test: Fill the hole with water. If the water level does not percolate within 24 hours, the tree needs to move to another location or have drainage added. Install a PVC stand pipe per

in - wear

H h' /

ROOTBALL

DO NOT DISTURB

1.40

J-WUND, 5

G. Dig a wide, rough sided hole exactly the same depth as the height of the ball, especially at the surface of the ground. The sides of the hole should be rough and jagged, never slick or

Notify the Owner's Authorized Representative for inspect approval of all positioning of plant materials.

surface in original place of growth.

glazed.

· 8- 10. 4 ... 0 0.

1.41

-wear

- whore

1º100

REFER TO LANDSCAPE PLAN

FOR SPACING

gaped open, then watered thoroughly

tree planting detail as approved by the Landscape Architect if the percolation test fails.

- Backfill only with 5 parts existing soil or sandy loam and 1 part bed preparation. When the hole is dug in solid rock, topsoil from the same area should not be used. Carefully settle by watering to prevent air pockets. Remove the burlap from the ty $\frac{1}{2}$ of the ball, as well as all nylon, plastic string and wire. Container trees will usually be root bound, if so follow standard nursery practice of 'root scoring'.
- J. Do not wrap trees
- K. Do not over prune
- Mulch the top of the ball. Do not plant grass all the way to the trunk of the tree. Leave the area above the top of the ball and mulch with at least two (2") inches of specified mulch.
- All plant beds and trees to be mulched with a minimum settled thickness of two (2") inches over the entire bed or pit.
- N. Obstruction below ground: In the event that rock, or underground construction work or obstructions are encountered in any plant pit excession work for be done under this section, alternate locations may be selected by the Owner. Where locations cannot be changed, the obstructions shall be removed to a depth of not less than three (3) feet below grade and no less than six (6³) inches below the bottorn of ball when plant is properly set at the required grade. The work of this section shall include the removal from the site of such rock or underground obstructions encountered at the cost of the Landscape Contractor. Contractor
- Trees and large shrubs shall be staked as site conditions require Position stakes to secure trees against seasonal prevailing winds.
- Pruning and Mulching: Pruning shall be directed by the Landscape Architect and shall be pruned in accordance with standard horticultural practice following Fine Pruning, Class I pruning standards provided by the National Arborist Association.
- 1. Dead wood, suckers, broken and badly bruised branches shall be removed. General tipping of the branches is not permitted. Do not cut terminal branches.
- 2. Pruning shall be done with clean, sharp too
- Immediately after planting operations are completed, all tree pits shall be covered with a layer of organic material two (2⁺) inches in depth. This limit of the organic material for trees shall be the diameter of the plant pit.
- Q. Steel Curbing Installation:
- Curbing shall be aligned as indicated on plans. Stake out limits of steel curbing and obtain Owners approval prior to installation.
- 2. All steel curbing shall be free of kinks and abrupt bends
- Stakes are to be installed on the planting bed side of the curbing, as opposed to the grass side.
- 5. Do not install steel edging along sidewalks or curbs.
- Cut steel edging at 45 degree angle where edging meets sidewalks or curbs.
- 3.3 CLEANUP AND ACCEPTANCE
- A. Cleanup: During the work, the premises shall be kept neat and orderly at all times. Storage areas for all materials shall be so organized so that they too, are neat and orderly. All trash and debris shall be removed from the site as work progresses. Keep paved areas clean by sweeping or hosing them at end of each

END OF SECTION



POCKET PLANTING NOT ALLOWED

PREPARED SOIL MIX PER _SPECIFICATIONS; TILL 6" MINIMUM OF PREPARED SOIL MIX INTO 6" DEPTH OF EXISTING SOIL



4245 North Central Expy Suite 501 Dallas, Texas 75205 214.865.7192 effice



2001 N Lamar Street Dallas TX 75202 1.214.960.9773

<u>ر</u>

DERMATOLO

К

<

S S

ORTH

Ъ Õ HSTAR DERMATOLC 8165 PRECINCT LINE RD. VORTH RICHLAND HILLS, TEXAS È <u>S</u>



	DATE
-	
Project Number	
Drawn	APL
Checked	KAH

LANDSCAPE SPECIFICATIONS AND DETAILS

pproved

SHEET



CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

⊢					1011		
	Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		CEF	OFFICE USE			
1	Name of business entity filing form, and the city, state and country of the business entity's place of business.			Certificate Number: 2019-547765			
Ŀ	Texas Bluebonnet Realty, LLC		2019-347703				
	Keller, TX United States		Date	Filed:			
2				3/2019			
	City of North Richland Hills	Date	Date Acknowledged:				
3	Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.						
	SUP 2019-11						
	Northstar Detention Maintenance Agreement						
4	Name of Interested Party	City State Country (place of busin	(220)		f interest		
	Name of Interested Party	City, State, Country (place of busin	less)	Controlling	pplicable) Intermediary		
F				Controlling	Internetialy		
F							
┢							
ŀ							
F							
┢							
┝							
┝							
\vdash							
-							
5	Check only if there is NO Interested Party.						
6	UNSWORN DECLARATION						
	My name is, and my date of birth is						
	My address is Z# 26 Volserick Way	Keller	TX	76248			
	(street)	(city) (s	state)	(zip code)	(country)		
	I declare under penalty of perjury that the foregoing is true and corr	rect.					
	Executed inCou	unty, State of <u>Texiss</u> , on the	3KD	day of	, 20_1]		
		A. A postice	1,	(month)	(year)		
		Signature of authorized agent of con	tractin	a business entity			
	Signature of authorized agent of contracting business entity (Declarant)						

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

⊢							
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.				OFFICE USE ONLY CERTIFICATION OF FILING			
1	Name of business entity filing form, and the city, state and country of the business entity's place of business.			Certificate Number: 2019-547765			
	Texas Bluebonnet Realty, LLC		2010 011100				
	Keller, TX United States			Filed:	č.,		
2	Name of governmental entity or state agency that is a party to the contract for which the form is being filed.			3/2019			
	City of North Richland Hills			Date Acknowledged:			
3	Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.						
	SUP 2019-11						
	Northstar Detention Maintenance Agreement						
4					f interest		
	Name of Interested Party	City, State, Country (place of busin	ess)	(check ap			
\vdash				Controlling	Intermediary		
L							
Γ							
F							
┢							
┝							
L							
L							
5	Check only if there is NO Interested Party.						
6	UNSWORN DECLARATION						
	My name isAUR ABOUTERRE Way, and my date of birth is $\frac{1/4/1983}{1983}$. My address isZ826 Volterre WayKeuckTXG248						
	My address is 2826 VOLTERRA WLY	(city) (si	×,	76248	USA		
	(street)	(city) (st	tate)	(zip code)	(country)		
	I declare under penalty of perjury that the foregoing is true and correc						
	Executed in Count	y, State of, on the,	3"0	day ofo	, 20 <u>_19_</u> .		
	(month) (year)						
	Signature of authorized agent of contracting business entity (Declarant)						