

Exhibit B



REQUEST FOR PROPOSALS

RFP #26-23-A

MOWING & LANDSCAPING SERVICES Mowing Zones 4, 5, 7, 8 & 9

Proposals due by Monday, November 24, 2025

SPECIFICATIONS
RFP #26-23-A
MOWING & LANDSCAPE SERVICES

SPECIAL PROVISIONS

1. Proposals received by the City will be compared based on the evaluation criteria provided within the specifications. The unit price requested will be used for adjusting the total contract price should specific mowing areas require less or increased mowing as the need arises.
2. Contractors are cautioned not to submit their proposals until specifications and sites have been carefully examined. A proposal shall be submitted for the identified mowing area. Maps and a descriptive location are provided to assist with approximate site locations of areas to be mowed, a digital map is also available. Approximate acreage is provided as a guide only. Contractors are responsible for verification of the size of the areas to be maintained. Proposals are not to be submitted based solely on the estimated acreage provided. Field observations are required to determine exact locations and boundaries of areas to be mowed. Parks Department representatives are available to assist as needed to identify areas. The maps of the City's mowing locations are in the Documents section on Bonfire. A pre-proposal meeting will take place at the date and location listed in Bonfire.
3. **Contractor must submit with their proposal a completed Proposal Questionnaire.** This consists of information regarding equipment, crew members, experience, and the number of days needed to complete one mowing, trash and bed maintenance cycle. The equipment used shall be acceptable in terms of types, capacity, and quantity to perform the mowing work safely and efficiently as specified.
4. **Contractor is to submit with their proposal all additional documents that require a signature that are allocated within these specifications.**
5. The contractor must be licensed by the Texas Department of Agriculture to administer the integrated pest management program required in this bid. **A copy of the license and list of the license numbers shall be submitted with the proposal response.**
6. Before the beginning of each mowing season (March), the contractor will meet with the city representative to review the procedures and expectations for work to be completed, reporting and payment processes. A notice-to-proceed will be issued by the City representative after this meeting has occurred each year of the contract. The contractor will be required to meet in person every three months after the kickoff meeting to maintain communication and ensure procedures and expectations for work are completed.
7. The City is progressively adding no-mow pollinator areas throughout the City of Lewisville. Accordingly, the City reserves the right, at its sole discretion, to decrease the acreage or modify the boundaries of any mowing zone (Zones 4, 5, 7, 8, or 9) during the term of this contract. Any such adjustments shall be communicated in writing by a City

Representative, and the contract price shall be adjusted proportionally based on the revised acreage. The vendor shall not be entitled to any additional compensation, damages, or claims resulting from such adjustments.

CONTRACTOR OPERATIONS

1. The Contractor will work under the direction of the Parks Operation Manager or their Representative hereafter referred to as "The City Representative" who will monitor the services provided by the awarded contractor through inspections to determine the acceptance or rejection of maintenance as required under this contract.
2. Contractor will operate as an independent contractor and not as an agent, representative, partner or employee of the City of Lewisville, and shall control their own operations at the work site and be solely responsible for the acts or omissions of their employees.
3. Weekly the Contractor shall identify the areas their employees will be working by emailing a list of the areas to the City Representative no later than 8:00 a.m. Monday. The Contractor shall give direct personal supervision to the work or shall always have a competent supervisor on the job site during the process of the work, with authority to act on behalf of the contractor, and be available for consultation with the City Representative. A list of sites completed each day shall be submitted to the City Representative by close of business that day. A weekly schedule or a monthly schedule of serviced areas should be presented by the Contractor after or within 30 Days of service(s) and should be consistent as best as possible. (this will help with days that the hired company has days off, company training or safety days, emergencies, etc.)
4. If the standards of care established for this contract are not observed by the City Representative upon initial inspection, Contractor will be notified that the site failed inspection and be given 24 hours to address issues. Upon completion of work, Contractor shall request a second inspection. A fee of \$100 will be deducted from the appropriate monthly billing, charging the contractor for re-inspection. If upon second inspection, issues are not corrected to meet standards of the contract, payment for the cycle at each site will not be paid.
5. Failure to complete work during the established schedule of cycles for each site, will result in a loss of payment for each area or site not completed during the cycle. Invoices for partially completed cycles will not be accepted. Each cycle must be completed and pass inspection by City staff prior to submitting an invoice.
6. Contractor may not sell, sublet or otherwise assign the contract maintenance responsibilities to others without prior written consent of the City of Lewisville.
7. Contractor must provide a point of contact, a valid telephone number, email address and address to the City Representative. The telephone must always be answered while the contractor's personnel are working on site.
8. The contractor will provide a list of names and twenty-four (24) hour emergency phone numbers for all key personnel related to the project.

9. All wages, taxes, and worker's compensation of all contract employees shall be paid by the Contractor.
10. The Contractor will be required to keep sufficient equipment and labor on hand to perform the maintenance requirements outlined in this proposal.
11. It is the Contractor's obligation and responsibility to find the adequate facility to dispose of any and all litter, tree limbs, shrubs, vegetation or debris that is removed from City owned sites or contracted service areas.
12. For the TxDOT IH-35 Zone, the Contractor will be required to provide either rigid-frame mowers with a maximum cutting width of 9 feet or batwing rotary mowers equipped with sharp blades, or equivalent, to cleanly cut vegetations using deflection devices to prevent flying debris ejected by mowers; provide "slow moving vehicle" emblem affixed to rear of mowers; provide highly visible omnidirectional amber flashing warning lights on tractors and work trucks; portable pressure washer with minimum operating pressure of 1,500 psi to wash mowing equipment; equipment that prevents accumulated debris from being strewn along roadway during transport. Debris and litter must be removed before and after mowing responsibilities in the designated areas.
13. Contractor shall park vehicles and equipment off City streets where possible. Under no circumstances shall any vehicle or equipment be parked on the inside lane of any street. Any vehicle or equipment parked in the far-right lane of any street shall have on safety flashers. The area behind the parked unit must be closed and marked in accordance with the Texas Manual on Uniform Traffic Control Devices including but not limited to triangular reflective yield signs. All contractor vehicles shall be clearly identified with the Contractor's company name and telephone number. Contractor shall load up equipment during break times and move off the City streets. All overnight parking must be done in the contractor's shop yard. Contractor vehicles will also not park in playable spaces in the city's park system. If access is needed, it must be requested in writing 72 hours prior to work.
14. The equipment used shall be acceptable in terms of types, capacity, and quantity to perform the mowing work safely and efficiently as specified. All mowing equipment must have protective shields in place to prevent foreign objects from being thrown from the cutting unit. All equipment is to be marked with company name or logo. All equipment is to be well maintained throughout the term of the contract. Daily cleaning of equipment is required before starting a site to prevent spreading of noxious weeds and diseases. If contractor suspects abundance of noxious weeds and disease along route, additional cleaning between sites may be necessary. All equipment is subject to regular inspections by the City representative throughout the term of the contract.
15. Contractor employees shall wear fluorescent traffic safety vests or clothing while performing maintenance. All contractor employees shall wear and use the proper PPE while performing maintenance.

EMPLOYEES

1. The contractor shall designate a full-time superintendent who shall always be on the job site during each mowing. The City's representative will communicate only with the superintendent. The contractor may replace the designated superintendent after written notification to the city.
2. All employees performing work on the properties listed within this RFP shall always present a professional and courteous image to the public. Each employee shall wear a company uniform and all appropriate safety gear.
3. The contractor shall submit a list of all subcontractors to the City for approval, if there are any hired to assist the contractor on the job.

STANDARD OF CARE

The following standards will be observed and required with each cycle or when the task is performed. Regardless of the number of cycles an area has, these standards will be used for inspections of the zones.

Pollinated Areas (“Low Mow Zones”)	Contractor shall meet onsite with Parks Representative at least 3-4 times a year (or as needed) to go over Pollinated Area sites and make changes as needed.
	Contractors are advised that the acreage in mowing or service area(s) may change (reduce or added), along with the price of servicing those areas per cycle.
	Pollinated Areas will be marked as “Low Mow Zone” to help identify these areas. Once a certain pattern has been discussed and established to all parties, it should be serviced and consistent as discussed, until further notice.
	Mowing: Certain mowing patterns may be needed and requested to help facilitate the care of the pollinated area(s). The area must be mowed to a height of 2.5 inches, maintaining a 15-foot perimeter from the curb and a 50-foot mowed perimeter around median turnarounds. Must be completed every cycle; areas may not be unfinished. Neat and clean appearance with no clippings or debris left behind.
	Pollinated areas may need to be entirely mowed at least once or twice a year. ** 1- 2 “Mow All” (or as needed) of zones may be requested by City Representative ** “Mow All” area must be mowed 6 inches in height when this occurs.
	Edging: Clear and clean edges must be achieved each cycle. Includes tree rings, back of curb, hardscape.
	Clippings: <u>Clippings shall not be blown or allowed to fall into the streets, roadways, and storm drainage system.</u> Excessive clippings in the street or roadways must be removed from the site <i>immediately</i> after each mowing and properly disposed of. A \$100 penalty for each area identified at the end of the mowing cycle with excessive clippings will be deducted from the appropriate monthly billing.
	Litter: All litter, large or small, shall be removed by the contractor prior to, and after completion of mowing. Any trash left and shredded by the mower (intentional or unintentional) will be picked up immediately. This includes, but is not limited to bottles, cans, paper, brush, rocks, tree limbs, etc., which are not intended to be part of the landscape. Shredded litter must be removed the day of mowing or a \$100 per site will be deducted from the appropriate monthly billing. Payment for the site will be withheld until the site has been cleared of debris.
	Tree Maintenance: Maintain all trees in their natural form and size, unless otherwise specified. Utilize ISA guidelines and industry-standard pruning practices, supervised by a certified arborist. Notify the City if subcontractors or independent arborists are used for tree care. Prune trees annually, or as directed, and remove dead or damaged limbs during mowing cycles. Annually prune ornamental and other trees. Report any pests, diseases, or structural hazards. Ensure pruning allows for unobstructed passage (8 ft above sidewalks, 14 ft above vehicular areas) and prevents sight restrictions at intersections; tree limbs must not block street signs. Trim shrubs and groundcover 4 inches from sidewalks and curbs, ensuring they don't block traffic signs or sightlines. Prune shrubs over 36 inches down to 18 inches as needed or requested. Hard prune shrubs to 16-18 inches by March 1st, before mulch application. The City must approve tree removals 72 hours prior. Maintain weed-free tree rings with clean edges, mulched to a minimum 2-inch depth year-round, with clear grass-to-mulch

	<p>distinctions. Weeds and suckers must be absent. Grouped trees with common drip lines will share one mulched area, determined by half the drip line radius, or cover all bare ground within the drip line continuously with 2 inches of mulch. Do not strip lower branches from young trees; retain them in a "tipped back" or pinched condition to promote trunk caliper. Remove lower branches only after the tree can stand without support. Thin certain species/specimens to prevent wind damage. Remove suckers, water sprouts, rubbing branches, and heavily laden branches to reduce wind resistance.</p>
	<p>Tree Rings: Tree rings must be weed and grass-free for the contract duration. Rings should be mulched to half the drip line's radius, or if bare beyond half the canopy, to a depth of at least 2 inches to suppress weeds. Remove suckers from tree trunks/bases by hand. Do not use string trimmers on tree bases. Contractors are liable for any equipment-caused tree damage. Penalties, assessed by the City's Urban Forester using the CTLA Guide or other arboricultural methods, may include treatment, removal, or replacement, and are payable within 30 days.</p>
	<p>Damages: Contractor is liable for all damage to plants, property, or irrigation during maintenance. Contractor must replace destroyed vegetation at their own cost and immediately repair any irrigation damage, notifying the City Representative. The Contractor will reimburse the City for any additional irrigation repairs made by City crews due to Contractor-caused damage.</p>

Medians	<p>Mowing: Mowing must be completed every cycle. Maintain a solid, healthy grass stand, virtually weed-free. Mow and trim all weeds and grasses, keeping a minimum cut height of 2 inches and a maximum of 2.5 inches. Avoid bruising or rough cutting. Mower blades must be sharpened, and deck height adjusted for uniform cutting.</p>
	<p>Edging: Clear and clean edges must be achieved each cycle. Includes tree rings, back of curb, hardscape.</p>
	<p>Clippings: <u>Clippings shall not be blown or allowed to fall into the streets, roadways, and storm drainage system.</u> Excessive clippings in the street or roadways must be removed from the site <i>immediately</i> after each mowing and properly disposed of. A \$100 penalty for each area identified at the end of the mowing cycle with excessive clippings will be deducted from the appropriate monthly billing..</p>
	<p>Litter: All litter, large or small, shall be removed by the contractor prior to, and after completion of mowing. Any trash left and shredded by the mower (intentional or unintentional) will be picked up immediately. This includes, but is not limited to bottles, cans, paper, brush, rocks, tree limbs, etc., which are not intended to be part of the landscape. Shredded litter must be removed the day of mowing or a \$100 per site will be deducted from the appropriate monthly billing. Payment for the site will be withheld until the site has been cleared of debris. It is the Contractor's obligation and responsibility to find the adequate facility to dispose of any and all litter, tree limbs, shrubs, vegetation or debris that is removed from City owned sites or contracted service areas.</p>
	<p>Hardscapes & Pavement: All hardscape and paved areas within City property shall be maintained free of weeds, litter, and debris. Surfaces shall remain unobstructed, clean, and orderly at all times</p>

	<p>Tree Maintenance: Maintain all trees in their natural form and size, unless otherwise specified. Utilize ISA guidelines and industry-standard pruning practices, supervised by a certified arborist. Notify the City if subcontractors or independent arborists are used for tree care. Prune trees annually, or as directed, and remove dead or damaged limbs during mowing cycles. Annually prune ornamental and other trees. Report any pests, diseases, or structural hazards. Ensure pruning allows for unobstructed passage (8 ft above sidewalks, 14 ft above vehicular areas) and prevents sight restrictions at intersections; tree limbs must not block street signs. Trim shrubs and groundcover 4 inches from sidewalks and curbs, ensuring they don't block traffic signs or sightlines. Prune shrubs over 36 inches down to 18 inches as needed or requested. Hard prune shrubs to 16-18 inches by March 1st, before mulch application. The City must approve tree removals 72 hours prior. Maintain weed-free tree rings with clean edges, mulched to a minimum 2-inch depth year-round, with clear grass-to-mulch distinctions. Weeds and suckers must be absent. Grouped trees with common drip lines will share one mulched area, determined by half the drip line radius, or cover all bare ground within the drip line continuously with 2 inches of mulch. Do not strip lower branches from young trees; retain them in a "tipped back" or pinched condition to promote trunk caliper. Remove lower branches only after the tree can stand without support. Thin certain species/specimens to prevent wind damage. Remove suckers, water sprouts, rubbing branches, and heavily laden branches to reduce wind resistance.</p>
	<p>Tree Rings: Tree rings must be weed and grass-free for the contract duration. Rings should be mulched to half the drip line's radius, or if bare beyond half the canopy, to a depth of at least 2 inches to suppress weeds. Remove suckers from tree trunks/bases by hand. Do not use string trimmers on tree bases. Contractors are liable for any equipment-caused tree damage. Penalties, assessed by the City's Urban Forester using the CTLA Guide or other arboricultural methods, may include treatment, removal, or replacement, and are payable within 30 days.</p>
	<p>Trimming: Trimming includes cutting or removing plant material, weeds, and grass near structures, trees, poles, signs, fences, and from expansion joints and cracks in asphalt/concrete. Mechanical string and chemical trimming are permitted with City approval. Mowing and trimming of medians and adjacent right-of-ways must occur on the same day. All hardscapes and paved areas must be weed/grass free and clear of debris after each cycle. Edges (curbs and sidewalks, using a steel blade edger) must be neatly trimmed, and all dislodged material, including from tree rings and back of curb, removed. Trees shall be pruned for structural strength, long-term health, storm resilience, and to accentuate natural form.</p>
	<p>Landscape Bed Maintenance: The contractor will implement and maintain a comprehensive landscape care program for all plants in landscape beds, submitting the program to the City Representative two weeks before the initial contract cycle and each subsequent mowing season. This includes Median and Corridor ROW Landscaped Beds, maintained in addition to general mowing. Mulch in beds must be kept at a 2" settled depth, with hardwood mulch spread annually in March and maintained as needed. The contractor is responsible for removing dead, broken, or crossing branches; winter damage and grasses will</p>

	<p>be cut back by March 31st annually. Damaged plants will be replaced with the same species or an approved North Texas Native. Shrubs, vines, and groundcover will be pruned for a neat appearance and to protect community assets, maintaining natural growth characteristics. The contractor will notify the City representative of any unhealthy plants and recommend replacement. All tree care requires supervision by a certified arborist; the City will be notified if a subcontractor is used. Trees will be pruned annually or as directed, with dead or damaged limbs removed during the mow cycle. This includes annual pruning of ornamental and other trees, trimming up to 8' on trails/sidewalks and 14' on medians adjacent to roadways. The contractor must ensure safety for property and persons, addressing all claims and repairs promptly. The ZONE ACREAGE chart's landscape schedule represents minimum requirements; if these are insufficient for healthy growth, additional measures are required. All litter will be removed from inside and around corresponding beds</p>
	<p>Bushes, Shrubs, Groundcover: Must be trimmed back 4 inches from sidewalks and curbs. Must be trimmed to prevent sight restrictions near intersections for pedestrians and motor vehicles and cannot be blocking traffic signs. Any shrub over 36" (inches) should be pruned down to 18" (inches) where needed. A hard prune shall be between 16-18 inches in length from top of shrub and shall be completed no later than March 1st , and should be done prior to Mulch application</p>
	<p>Leaf Clean Up and Removal : Areas must be clean and clear of debris (leaves). Areas of clean up included, but not limited to - Landscape beds, tree rings, mulched areas, underneath shrubs and bushes, vines, groundcover, turf, walkways, parking lots, end caps or where requested. Observe stormwater facilities while performing the work.</p>
	<p>Damages: Contractor is liable for all damage to plants, property, or irrigation during maintenance. Contractor must replace destroyed vegetation at their own cost and immediately repair any irrigation damage, notifying the City Representative. The Contractor will reimburse the City for any additional irrigation repairs made by City crews due to Contractor-caused damage.</p>

Alleys & Screening Walls	<p>Mowing: Mowing must be completed every cycle. Maintain a solid, healthy grass stand, virtually weed-free. Mow and trim all weeds and grasses, keeping a minimum cut height of 2 inches and a maximum of 2.5 inches. Avoid bruising or rough cutting. Mower blades must be sharpened, and deck height adjusted for uniform cutting</p>
	<p>Edging: Clear and clean edges must be achieved each cycle. Includes tree rings, back of curb, hardscape.</p>
	<p>Litter: All litter, large or small, shall be removed by the contractor prior to, and after completion of mowing. Any trash left and shredded by the mower (intentional or unintentional) will be picked up immediately. This includes, but is not limited to bottles, cans, paper, brush, rocks, tree limbs, etc., which are not intended to be part of the landscape. Shredded litter must be removed the day of mowing or a \$100 per site will be deducted from the appropriate monthly billing. Payment for the site will be withheld until the site has been cleared of debris. It is the Contractor's obligation and responsibility to find the adequate facility to dispose of any and all litter, tree limbs, shrubs, vegetation or debris that is removed from City owned sites or contracted service areas.</p>

	<p>Landscape Bed Maintenance: The contractor will implement and maintain a comprehensive landscape care program for all plants in landscape beds, submitting the program to the City Representative two weeks before the initial contract cycle and each subsequent mowing season. This includes Median and Corridor ROW Landscaped Beds, maintained in addition to general mowing. Mulch in beds must be kept at a 2" settled depth, with hardwood mulch spread annually in March and maintained as needed. The contractor is responsible for removing dead, broken, or crossing branches; winter damage and grasses will be cut back by March 31st annually. Damaged plants will be replaced with the same species or an approved North Texas Native. Shrubs, vines, and groundcover will be pruned for a neat appearance and to protect community assets, maintaining natural growth characteristics. The contractor will notify the City representative of any unhealthy plants and recommend replacement. All tree care requires supervision by a certified arborist; the City will be notified if a subcontractor is used. Trees will be pruned annually or as directed, with dead or damaged limbs removed during the mow cycle. This includes annual pruning of ornamental and other trees, trimming up to 8' on trails/sidewalks and 14' on medians adjacent to roadways. The contractor must ensure safety for property and persons, addressing all claims and repairs promptly. The ZONE ACREAGE chart's landscape schedule represents minimum requirements; if these are insufficient for healthy growth, additional measures are required. All litter will be removed from inside and around corresponding beds.</p>
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	<p>Bushes, Shrubs, Groundcover: Must be trimmed back 4 inches from sidewalks and curbs. Must be trimmed to prevent sight restrictions near intersections for pedestrians and motor vehicles and cannot be blocking traffic signs. Any shrub over 36" (inches) should be pruned down to 18" (inches) where needed. A hard prune shall be between 16-18 inches in length from top of shrub and shall be completed no later than March 1st , and should be done prior to Mulch application</p>
	<p>Damages: Contractor is liable for all damage to plants, property, or irrigation during maintenance. Contractor must replace destroyed vegetation at their own cost and immediately repair any irrigation damage, notifying the City Representative. The Contractor will reimburse the City for any additional irrigation repairs made by City crews due to Contractor-caused damage.</p>
<p>Right-Of-Way</p>	<p>Mowing: Mowing must be completed every cycle. Maintain a solid, healthy grass stand, virtually weed-free. Mow and trim all weeds and grasses, keeping a minimum cut height of 2 inches and a maximum of 2.5 inches. Avoid bruising or rough cutting. Mower blades must be sharpened, and deck height adjusted for uniform cutting.</p> <p>Edging: Clear and clean edges must be achieved each cycle. Includes tree rings, back of curb, hardscape.</p>

	<p>Clippings: <u>Clippings shall not be blown or allowed to fall into the streets, roadways, and storm drainage system.</u> Excessive clippings in the street or roadways must be removed from the site <i>immediately</i> after each mowing and properly disposed of. A \$100 penalty for each area identified at the end of the mowing cycle with excessive clippings will be deducted from the appropriate monthly billing</p> <p>Litter: All litter, large or small, shall be removed by the contractor prior to, and after completion of mowing. Any trash left and shredded by the mower (intentional or unintentional) will be picked up immediately. This includes, but is not limited to bottles, cans, paper, brush, rocks, tree limbs, etc., which are not intended to be part of the landscape. Shredded litter must be removed the day of mowing or a \$100 per site will be deducted from the appropriate monthly billing. Payment for the site will be withheld until the site has been cleared of debris. It is the Contractor's obligation and responsibility to find the adequate facility to dispose of any and all litter, tree limbs, shrubs, vegetation or debris that is removed from City owned sites or contracted service areas.</p>
	<p>Tree Maintenance: Maintain all trees in their natural form and size, unless otherwise specified. Utilize ISA guidelines and industry-standard pruning practices, supervised by a certified arborist. Notify the City if subcontractors or independent arborists are used for tree care. Prune trees annually, or as directed, and remove dead or damaged limbs during mowing cycles. Annually prune ornamental and other trees. Report any pests, diseases, or structural hazards. Ensure pruning allows for unobstructed passage (8 ft above sidewalks, 14 ft above vehicular areas) and prevents sight restrictions at intersections; tree limbs must not block street signs. Trim shrubs and groundcover 4 inches from sidewalks and curbs, ensuring they don't block traffic signs or sightlines. Prune shrubs over 36 inches down to 18 inches as needed or requested. Hard prune shrubs to 16-18 inches by March 1st, before mulch application. The City must approve tree removals 72 hours prior. Maintain weed-free tree rings with clean edges, mulched to a minimum 2-inch depth year-round, with clear grass-to-mulch distinctions. Weeds and suckers must be absent. Grouped trees with common drip lines will share one mulched area, determined by half the drip line radius, or cover all bare ground within the drip line continuously with 2 inches of mulch. Do not strip lower branches from young trees; retain them in a "tipped back" or pinched condition to promote trunk caliper. Remove lower branches only after the tree can stand without support. Thin certain species/specimens to prevent wind damage. Remove suckers, water sprouts, rubbing branches, and heavily laden branches to reduce wind resistance.</p>
	<p>Tree Rings: Tree rings must be weed and grass-free for the contract duration. Rings should be mulched to half the drip line's radius, or if bare beyond half the canopy, to a depth of at least 2 inches to suppress weeds. Remove suckers from tree trunks/bases by hand. Do not use string trimmers on tree bases. Contractors are liable for any equipment-caused tree damage. Penalties, assessed by the City's Urban Forester using the CTLA Guide or other arboricultural methods, may include treatment, removal, or replacement, and are payable within 30 days.</p>
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	<p>asphalt/concrete. Mechanical string and chemical trimming are permitted with City approval. Mowing and trimming of medians and adjacent right-of-ways must occur on the same day. All hardscapes and paved areas must be weed/grass free and clear of debris after each cycle. Edges (curbs and sidewalks, using a steel blade edger) must be neatly trimmed, and all dislodged material, including from tree rings and back of curb, removed. Trees shall be pruned for structural strength, long-term health, storm resilience, and to accentuate natural form</p>
	<p>Landscape Bed Maintenance: The contractor will implement and maintain a comprehensive landscape care program for all plants in landscape beds, submitting the program to the City Representative two weeks before the initial contract cycle and each subsequent mowing season. This includes Median and Corridor ROW Landscaped Beds, maintained in addition to general mowing. Mulch in beds must be kept at a 2" settled depth, with hardwood mulch spread annually in March and maintained as needed. The contractor is responsible for removing dead, broken, or crossing branches; winter damage and grasses will be cut back by March 31st annually. Damaged plants will be replaced with the same species or an approved North Texas Native. Shrubs, vines, and groundcover will be pruned for a neat appearance and to protect community assets, maintaining natural growth characteristics. The contractor will notify the City representative of any unhealthy plants and recommend replacement. All tree care requires supervision by a certified arborist; the City will be notified if a subcontractor is used. Trees will be pruned annually or as directed, with dead or damaged limbs removed during the mow cycle. This includes annual pruning of ornamental and other trees, trimming up to 8' on trails/sidewalks and 14' on medians adjacent to roadways. The contractor must ensure safety for property and persons, addressing all claims and repairs promptly. The ZONE ACREAGE chart's landscape schedule represents minimum requirements; if these are insufficient for healthy growth, additional measures are required. All litter will be removed from inside and around corresponding beds.</p>
	<p>Bushes, Shrubs, Groundcover: Must be trimmed back 4 inches from sidewalks and curbs. Must be trimmed to prevent sight restrictions near intersections for pedestrians and motor vehicles and cannot be blocking traffic signs. Any shrub over 36" (inches) should be pruned down to 18" (inches) where needed. A hard prune shall be between 16-18 inches in length from top of shrub and shall be completed no later than March 1st , and should be done prior to Mulch application</p>
	<p>Leaf Clean Up and Removal : Areas must be clean and clear of debris (leaves). Areas of clean up included, but not limited to - Landscape beds, tree rings, mulched areas, underneath shrubs and bushes, vines, groundcover, turf, walkways, parking lots, end caps or where requested. Observe stormwater facilities while performing the work.</p>
	<p>Damages: Contractor is liable for all damage to plants, property, or irrigation during maintenance. Contractor must replace destroyed vegetation at their own cost and immediately repair any irrigation damage, notifying the City Representative. The Contractor will reimburse the City for any additional irrigation repairs made by City crews due to Contractor-caused damage.</p>

<p>Tree Maintenance</p>	<p>Pruning: Industry standard pruning practices shall be utilized, and a certified arborist shall inspect completed work at all times. Trees shall be pruned to build up natural form and structural strength. No tree limbs shall encroach streets or sidewalks and must be kept at a height of 8 feet on the sidewalks and 14 feet from the streets. Must be trimmed to prevent sight restrictions near intersections for pedestrians and motor vehicles and cannot be blocking traffic signs</p> <p>Clean up: Suckers and broken limbs shall be removed from the trees at every pruning cycle and before or after. The trees shall be in a clean and healthy condition all year round.</p> <p>Growth: Trees shall be allowed to grow to their natural condition and height. They should be growing to their species growth and form.</p> <p>Mulch: Tree rings shall be mulched at a minimum of a 2-inch depth. It shall be free of suckers and weeds.</p> <p>Health & Condition: Any deficiency or issue with the trees shall be reported to the City representative immediately.</p>
	<p>Maintain all trees in their natural form and size, unless otherwise specified. Utilize ISA guidelines and industry-standard pruning practices, supervised by a certified arborist. Notify the City if subcontractors or independent arborists are used for tree care. Prune trees annually, or as directed, and remove dead or damaged limbs during mowing cycles. Annually prune ornamental and other trees. Report any pests, diseases, or structural hazards. Ensure pruning allows for unobstructed passage (8 ft above sidewalks, 14 ft above vehicular areas) and prevents sight restrictions at intersections; tree limbs must not block street signs. Trim shrubs and groundcover 4 inches from sidewalks and curbs, ensuring they don't block traffic signs or sightlines. Prune shrubs over 36 inches down to 18 inches as needed or requested. Hard prune shrubs to 16-18 inches by March 1st, before mulch application. The City must approve tree removals 72 hours prior. Maintain weed-free tree rings with clean edges, mulched to a minimum 2-inch depth year-round, with clear grass-to-mulch distinctions. Weeds and suckers must be absent. Grouped trees with common drip lines will share one mulched area, determined by half the drip line radius, or cover all bare ground within the drip line continuously with 2 inches of mulch. Do not strip lower branches from young trees; retain them in a "tipped back" or pinched condition to promote trunk caliper. Remove lower branches only after the tree can stand without support. Thin certain species/specimens to prevent wind damage. Remove suckers, water sprouts, rubbing branches, and heavily laden branches to reduce wind resistance.</p>
	<p>Tree Rings: Tree rings must be weed and grass-free for the contract duration. Rings should be mulched to half the drip line's radius, or if bare beyond half the canopy, to a depth of at least 2 inches to suppress weeds. Remove suckers from tree trunks/bases by hand. Do not use string trimmers on tree bases. Contractors are liable for any equipment-caused tree damage. Penalties, assessed by the City's Urban Forester using the CTLA Guide or other arboricultural methods, may include treatment, removal, or replacement, and are payable within 30 days</p>
	<p>Trimming: Trimming includes cutting or removing plant material,</p>

	weeds, and grass near structures, trees, poles, signs, fences, and from expansion joints and cracks in asphalt/concrete. Mechanical string and chemical trimming are permitted with City approval. Mowing and trimming of medians and adjacent right-of-ways must occur on the same day. All hardscapes and paved areas must be weed/grass free and clear of debris after each cycle. Edges (curbs and sidewalks, using a steel blade edger) must be neatly trimmed, and all dislodged material, including from tree rings and back of curb, removed. Trees shall be pruned for structural strength, long-term health, storm resilience, and to accentuate natural form.
	Damages: Contractor is liable for all damage to plants, property, or irrigation during maintenance. Contractor must replace destroyed vegetation at their own cost and immediately repair any irrigation damage, notifying the City Representative. The Contractor will reimburse the City for any additional irrigation repairs made by City crews due to Contractor-caused damage.

City Facilities	Mowing: Mowing must be completed every cycle. Maintain a solid, healthy grass stand, virtually weed-free. Mow and trim all weeds and grasses, keeping a minimum cut height of 2 inches and a maximum of 2.5 inches. Avoid bruising or rough cutting. Mower blades must be sharpened, and deck height adjusted for uniform cutting.
	Edging: Clear and clean edges must be achieved each cycle. Includes tree rings, back of curb, hardscape.
	Clippings: <u>Clippings shall not be blown or allowed to fall into the streets, roadways, and storm drainage system.</u> Excessive clippings in the street or roadways must be removed from the site <i>immediately</i> after each mowing and properly disposed of. A \$100 penalty for each area identified at the end of the mowing cycle with excessive clippings will be deducted from the appropriate monthly billing.
	Litter: All litter, large or small, shall be removed by the contractor prior to, and after completion of mowing. Any trash left and shredded by the mower (intentional or unintentional) will be picked up immediately. This includes, but is not limited to bottles, cans, paper, brush, rocks, tree limbs, etc., which are not intended to be part of the landscape. Shredded litter must be removed the day of mowing or a \$100 per site will be deducted from the appropriate monthly billing. Payment for the site will be withheld until the site has been cleared of debris. It is the Contractor's obligation and responsibility to find the adequate facility to dispose of any and all litter, tree limbs, shrubs, vegetation or debris that is removed from City owned sites or contracted service areas..
	Hardscapes & Pavement: All hardscape and paved areas within City property shall be maintained free of weeds, litter, and debris. Surfaces shall remain unobstructed, clean, and orderly at all times
	Tree Maintenance: Maintain all trees in their natural form and size, unless otherwise specified. Utilize ISA guidelines and industry-standard pruning practices, supervised by a certified arborist. Notify the City if subcontractors or independent arborists are used for tree care. Prune trees annually, or as directed, and remove dead or damaged limbs during mowing cycles. Annually prune ornamental and other trees. Report any pests, diseases, or structural hazards. Ensure pruning allows for

	<p>unobstructed passage (8 ft above sidewalks, 14 ft above vehicular areas) and prevents sight restrictions at intersections; tree limbs must not block street signs. Trim shrubs and groundcover 4 inches from sidewalks and curbs, ensuring they don't block traffic signs or sightlines. Prune shrubs over 36 inches down to 18 inches as needed or requested. Hard prune shrubs to 16-18 inches by March 1st, before mulch application. The City must approve tree removals 72 hours prior. Maintain weed-free tree rings with clean edges, mulched to a minimum 2-inch depth year-round, with clear grass-to-mulch distinctions. Weeds and suckers must be absent. Grouped trees with common drip lines will share one mulched area, determined by half the drip line radius, or cover all bare ground within the drip line continuously with 2 inches of mulch. Do not strip lower branches from young trees; retain them in a "tipped back" or pinched condition to promote trunk caliper. Remove lower branches only after the tree can stand without support. Thin certain species/specimens to prevent wind damage. Remove suckers, water sprouts, rubbing branches, and heavily laden branches to reduce wind resistance</p>
	<p>Tree Rings: Tree rings must be weed and grass-free for the contract duration. Rings should be mulched to half the drip line's radius, or if bare beyond half the canopy, to a depth of at least 2 inches to suppress weeds. Remove suckers from tree trunks/bases by hand. Do not use string trimmers on tree bases. Contractors are liable for any equipment-caused tree damage. Penalties, assessed by the City's Urban Forester using the CTLA Guide or other arboricultural methods, may include treatment, removal, or replacement, and are payable within 30 days</p>
	<p>Trimming: Trimming includes cutting or removing plant material, weeds, and grass near structures, trees, poles, signs, fences, and from expansion joints and cracks in asphalt/concrete. Mechanical string and chemical trimming are permitted with City approval. Mowing and trimming of medians and adjacent right-of-ways must occur on the same day. All hardscapes and paved areas must be weed/grass free and clear of debris after each cycle. Edges (curbs and sidewalks, using a steel blade edger) must be neatly trimmed, and all dislodged material, including from tree rings and back of curb, removed. Trees shall be pruned for structural strength, long-term health, storm resilience, and to accentuate natural form.</p>
	<p>Landscape Bed Maintenance: The contractor will implement and maintain a comprehensive landscape care program for all plants in landscape beds, submitting the program to the City Representative two weeks before the initial contract cycle and each subsequent mowing season. This includes Median and Corridor ROW Landscaped Beds, maintained in addition to general mowing. Mulch in beds must be kept at a 2" settled depth, with hardwood mulch spread annually in March and maintained as needed. The contractor is responsible for removing dead, broken, or crossing branches; winter damage and grasses will be cut back by March 31st annually. Damaged plants will be replaced with the same species or an approved North Texas Native. Shrubs, vines, and groundcover will be pruned for a neat appearance and to protect</p>

	community assets, maintaining natural growth characteristics. The contractor will notify the City representative of any unhealthy plants and recommend replacement. All tree care requires supervision by a certified arborist; the City will be notified if a subcontractor is used. Trees will be pruned annually or as directed, with dead or damaged limbs removed during the mow cycle. This includes annual pruning of ornamental and other trees, trimming up to 8' on trails/sidewalks and 14' on medians adjacent to roadways. The contractor must ensure safety for property and persons, addressing all claims and repairs promptly. The ZONE ACREAGE chart's landscape schedule represents minimum requirements; if these are insufficient for healthy growth, additional measures are required. All litter will be removed from inside and around corresponding beds.
	Bushes, Shrubs, Groundcover: Must be trimmed back 4 inches from sidewalks and curbs. Must be trimmed to prevent sight restrictions near intersections for pedestrians and motor vehicles and cannot be blocking traffic signs. Any shrub over 36" (inches) should be pruned down to 18" (inches) where needed. A hard prune shall be between 16-18 inches in length from top of shrub and shall be completed no later than March 1st , and should be done prior to Mulch application
	Leaf Clean Up and Removal : Areas must be clean and clear of debris (leaves). Areas of clean up included, but not limited to - Landscape beds, tree rings, mulched areas, underneath shrubs and bushes, vines, groundcover, turf, walkways, parking lots, end caps or where requested. Observe stormwater facilities while performing the work.
	Damages: Contractor is liable for all damage to plants, property, or irrigation during maintenance. Contractor must replace destroyed vegetation at their own cost and immediately repair any irrigation damage, notifying the City Representative. The Contractor will reimburse the City for any additional irrigation repairs made by City crews due to Contractor-caused damage.

City Lots	Mowing: Mowing must be completed every cycle. Maintain a solid, healthy grass stand, virtually weed-free. Mow and trim all weeds and grasses, keeping a minimum cut height of 2 inches and a maximum of 2.5 inches. Avoid bruising or rough cutting. Mower blades must be sharpened, and deck height adjusted for uniform cutting
	Edging: Clear and clean edges must be achieved each cycle. Includes tree rings, back of curb, hardscape.
	Clippings: <u>Clippings shall not be blown or allowed to fall into the streets, roadways, and storm drainage system.</u> Excessive clippings in the street or roadways must be removed from the site <i>immediately</i> after each mowing and properly disposed of. A \$100 penalty for each area identified at the end of the mowing cycle with excessive clippings will be deducted from the appropriate monthly billing.
	Litter: All litter, large or small, shall be removed by the contractor prior to, and after completion of mowing. Any trash left and shredded by the mower (intentional or unintentional) will be picked up immediately. This includes, but is not limited to bottles, cans, paper, brush, rocks, tree limbs, etc., which are not intended to be part of

	<p>the landscape. Shredded litter must be removed the day of mowing or a \$100 per site will be deducted from the appropriate monthly billing. Payment for the site will be withheld until the site has been cleared of debris. It is the Contractor's obligation and responsibility to find the adequate facility to dispose of any and all litter, tree limbs, shrubs, vegetation or debris that is removed from City owned sites or contracted service areas.</p> <p>Hardscapes & Pavement: All hardscape and paved areas within City property shall be maintained free of weeds, litter, and debris. Surfaces shall remain unobstructed, clean, and orderly at all times</p>
	<p>Tree Maintenance: Maintain all trees in their natural form and size, unless otherwise specified. Utilize ISA guidelines and industry-standard pruning practices, supervised by a certified arborist. Notify the City if subcontractors or independent arborists are used for tree care. Prune trees annually, or as directed, and remove dead or damaged limbs during mowing cycles. Annually prune ornamental and other trees. Report any pests, diseases, or structural hazards. Ensure pruning allows for unobstructed passage (8 ft above sidewalks, 14 ft above vehicular areas) and prevents sight restrictions at intersections; tree limbs must not block street signs. Trim shrubs and groundcover 4 inches from sidewalks and curbs, ensuring they don't block traffic signs or sightlines. Prune shrubs over 36 inches down to 18 inches as needed or requested. Hard prune shrubs to 16-18 inches by March 1st, before mulch application. The City must approve tree removals 72 hours prior. Maintain weed-free tree rings with clean edges, mulched to a minimum 2-inch depth year-round, with clear grass-to-mulch distinctions. Weeds and suckers must be absent. Grouped trees with common drip lines will share one mulched area, determined by half the drip line radius, or cover all bare ground within the drip line continuously with 2 inches of mulch. Do not strip lower branches from young trees; retain them in a "tipped back" or pinched condition to promote trunk caliper. Remove lower branches only after the tree can stand without support. Thin certain species/specimens to prevent wind damage. Remove suckers, water sprouts, rubbing branches, and heavily laden branches to reduce wind resistance.</p>
	<p>Tree Rings: Tree rings must be weed and grass-free for the contract duration. Rings should be mulched to half the drip line's radius, or if bare beyond half the canopy, to a depth of at least 2 inches to suppress weeds. Remove suckers from tree trunks/bases by hand. Do not use string trimmers on tree bases. Contractors are liable for any equipment-caused tree damage. Penalties, assessed by the City's Urban Forester using the CTLA Guide or other arboricultural methods, may include treatment, removal, or replacement, and are payable within 30 days.</p>
	<p>Trimming: Trimming includes cutting or removing plant material, weeds, and grass near structures, trees, poles, signs, fences, and from expansion joints and cracks in asphalt/concrete. Mechanical string and chemical trimming are permitted with City approval. Mowing and trimming of medians and adjacent right-of-ways must occur on the same day. All hardscapes and paved areas must be weed/grass free and clear of</p>

	debris after each cycle. Edges (curbs and sidewalks, using a steel blade edger) must be neatly trimmed, and all dislodged material, including from tree rings and back of curb, removed. Trees shall be pruned for structural strength, long-term health, storm resilience, and to accentuate natural form.
	Landscape Bed Maintenance: The contractor will implement and maintain a comprehensive landscape care program for all plants in landscape beds, submitting the program to the City Representative two weeks before the initial contract cycle and each subsequent mowing season. This includes Median and Corridor ROW Landscaped Beds, maintained in addition to general mowing. Mulch in beds must be kept at a 2" settled depth, with hardwood mulch spread annually in March and maintained as needed. The contractor is responsible for removing dead, broken, or crossing branches; winter damage and grasses will be cut back by March 31st annually. Damaged plants will be replaced with the same species or an approved North Texas Native. Shrubs, vines, and groundcover will be pruned for a neat appearance and to protect community assets, maintaining natural growth characteristics. The contractor will notify the City representative of any unhealthy plants and recommend replacement. All tree care requires supervision by a certified arborist; the City will be notified if a subcontractor is used. Trees will be pruned annually or as directed, with dead or damaged limbs removed during the mow cycle. This includes annual pruning of ornamental and other trees, trimming up to 8' on trails/sidewalks and 14' on medians adjacent to roadways. The contractor must ensure safety for property and persons, addressing all claims and repairs promptly. The ZONE ACREAGE chart's landscape schedule represents minimum requirements; if these are insufficient for healthy growth, additional measures are required. All litter will be removed from inside and around corresponding beds.
	Bushes, Shrubs, Groundcover: Must be trimmed back 4 inches from sidewalks and curbs. Must be trimmed to prevent sight restrictions near intersections for pedestrians and motor vehicles and cannot be blocking traffic signs. Any shrub over 36" (inches) should be pruned down to 18" (inches) where needed. A hard prune shall be between 16-18 inches in length from top of shrub and shall be completed no later than March 1st, and should be done prior to Mulch application
	Leaf Clean Up and Removal : Areas must be clean and clear of debris (leaves). Areas of clean up included, but not limited to - Landscape beds, tree rings, mulched areas, underneath shrubs and bushes, vines, groundcover, turf, walkways, parking lots, end caps or where requested. Observe stormwater facilities while performing the work.
	Damages: Contractor is liable for all damage to plants, property, or irrigation during maintenance. Contractor must replace destroyed vegetation at their own cost and immediately repair any irrigation damage, notifying the City Representative. The Contractor will reimburse the City for any additional irrigation repairs made by City crews due to Contractor-caused damage.

City Parks	Mowing: Mowing must be completed every cycle. Maintain a solid, healthy grass
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	<p>stand, virtually weed-free. Mow and trim all weeds and grasses, keeping a minimum cut height of 2 inches and a maximum of 2.5 inches. Avoid bruising or rough cutting. Mower blades must be sharpened, and deck height adjusted for uniform cutting.</p> <p>Edging: Clear and clean edges must be achieved each cycle. Includes tree rings, back of curb, hardscape.</p> <p>Clippings: <u>Clippings shall not be blown or allowed to fall into the streets, roadways, and storm drainage system.</u> Excessive clippings in the street or roadways must be removed from the site <i>immediately</i> after each mowing and properly disposed of. A \$100 penalty for each area identified at the end of the mowing cycle with excessive clippings will be deducted from the appropriate monthly billing.</p> <p>Litter: All litter, large or small, shall be removed by the contractor prior to, and after completion of mowing. Any trash left and shredded by the mower (intentional or unintentional) will be picked up immediately. This includes, but is not limited to bottles, cans, paper, brush, rocks, tree limbs, etc., which are not intended to be part of the landscape. Shredded litter must be removed the day of mowing or a \$100 per site will be deducted from the appropriate monthly billing. Payment for the site will be withheld until the site has been cleared of debris. It is the Contractor's obligation and responsibility to find the adequate facility to dispose of any and all litter, tree limbs, shrubs, vegetation or debris that is removed from City owned sites or contracted service areas.</p>
	<p>Hardscapes & Pavement: All hardscape and paved areas within City property shall be maintained free of weeds, litter, and debris. Surfaces shall remain unobstructed, clean, and orderly at all times</p>
	<p>Tree Maintenance: Maintain all trees in their natural form and size, unless otherwise specified. Utilize ISA guidelines and industry-standard pruning practices, supervised by a certified arborist. Notify the City if subcontractors or independent arborists are used for tree care. Prune trees annually, or as directed, and remove dead or damaged limbs during mowing cycles. Annually prune ornamental and other trees. Report any pests, diseases, or structural hazards. Ensure pruning allows for unobstructed passage (8 ft above sidewalks, 14 ft above vehicular areas) and prevents sight restrictions at intersections; tree limbs must not block street signs. Trim shrubs and groundcover 4 inches from sidewalks and curbs, ensuring they don't block traffic signs or sightlines. Prune shrubs over 36 inches down to 18 inches as needed or requested. Hard prune shrubs to 16-18 inches by March 1st, before mulch application. The City must approve tree removals 72 hours prior. Maintain weed-free tree rings with clean edges, mulched to a minimum 2-inch depth year-round, with clear grass-to-mulch distinctions. Weeds and suckers must be absent. Grouped trees with common drip lines will share one mulched area, determined by half the drip line radius, or cover all bare ground within the drip line continuously with 2 inches of mulch. Do not strip lower branches from young trees; retain them in a "tipped back" or pinched condition to promote trunk caliper. Remove lower branches only after the tree can stand without support. Thin certain species/specimens to prevent wind damage. Remove suckers, water sprouts, rubbing branches, and heavily laden branches to reduce wind resistance</p>
	<p>Tree Rings: Tree rings must be weed and grass-free for the contract</p>

	<p>duration. Rings should be mulched to half the drip line's radius, or if bare beyond half the canopy, to a depth of at least 2 inches to suppress weeds. Remove suckers from tree trunks/bases by hand. Do not use string trimmers on tree bases. Contractors are liable for any equipment-caused tree damage. Penalties, assessed by the City's Urban Forester using the CTLA Guide or other arboricultural methods, may include treatment, removal, or replacement, and are payable within 30 days</p>
	<p>Trimming: Trimming includes cutting or removing plant material, weeds, and grass near structures, trees, poles, signs, fences, and from expansion joints and cracks in asphalt/concrete. Mechanical string and chemical trimming are permitted with City approval. Mowing and trimming of medians and adjacent right-of-ways must occur on the same day. All hardscapes and paved areas must be weed/grass free and clear of debris after each cycle. Edges (curbs and sidewalks, using a steel blade edger) must be neatly trimmed, and all dislodged material, including from tree rings and back of curb, removed. Trees shall be pruned for structural strength, long-term health, storm resilience, and to accentuate natural form.</p>
	<p>Landscape Bed Maintenance: The contractor will implement and maintain a comprehensive landscape care program for all plants in landscape beds, submitting the program to the City Representative two weeks before the initial contract cycle and each subsequent mowing season. This includes Median and Corridor ROW Landscaped Beds, maintained in addition to general mowing. Mulch in beds must be kept at a 2" settled depth, with hardwood mulch spread annually in March and maintained as needed. The contractor is responsible for removing dead, broken, or crossing branches; winter damage and grasses will be cut back by March 31st annually. Damaged plants will be replaced with the same species or an approved North Texas Native. Shrubs, vines, and groundcover will be pruned for a neat appearance and to protect community assets, maintaining natural growth characteristics. The contractor will notify the City representative of any unhealthy plants and recommend replacement. All tree care requires supervision by a certified arborist; the City will be notified if a subcontractor is used. Trees will be pruned annually or as directed, with dead or damaged limbs removed during the mow cycle. This includes annual pruning of ornamental and other trees, trimming up to 8' on trails/sidewalks and 14' on medians adjacent to roadways. The contractor must ensure safety for property and persons, addressing all claims and repairs promptly. The ZONE ACREAGE chart's landscape schedule represents minimum requirements; if these are insufficient for healthy growth, additional measures are required. All litter will be removed from inside and around corresponding beds</p>
	<p>Bushes, Shrubs, Groundcover: Must be trimmed back 4 inches from sidewalks and curbs. Must be trimmed to prevent sight restrictions near intersections for pedestrians and motor vehicles and cannot be blocking traffic signs. Any shrub over 36" (inches) should be pruned down to 18" (inches) where needed. A hard prune shall be between 16-18 inches in length from top of shrub and shall be completed no later than March 1st, and should be done prior to Mulch application</p>

	<p>Leaf Clean Up and Removal : Areas must be clean and clear of debris (leaves). Areas of clean up included, but not limited to - Landscape beds, tree rings, mulched areas, underneath shrubs and bushes, vines, groundcover, turf, walkways, parking lots, end caps or where requested. Observe stormwater facilities while performing the work.</p>
	<p>Damages: Contractor is liable for all damage to plants, property, or irrigation during maintenance. Contractor must replace destroyed vegetation at their own cost and immediately repair any irrigation damage, notifying the City Representative. The Contractor will reimburse the City for any additional irrigation repairs made by City crews due to Contractor-caused damage.</p>

City Trails	<p>Mowing: Mowing must be completed every cycle. Maintain a solid, healthy grass stand, virtually weed-free. Mow and trim all weeds and grasses, keeping a minimum cut height of 2 inches and a maximum of 2.5 inches. Avoid bruising or rough cutting. Mower blades must be sharpened, and deck height adjusted for uniform cutting.</p>
	<p>Edging: Clear and clean edges must be achieved each cycle. Includes tree rings, back of curb, hardscape.</p>
	<p>Clippings: <u>Clippings shall not be blown or allowed to fall into the streets, roadways, and storm drainage system.</u> Excessive clippings in the street or roadways must be removed from the site <i>immediately</i> after each mowing and properly disposed of. A \$100 penalty for each area identified at the end of the mowing cycle with excessive clippings will be deducted from the appropriate monthly billing.</p>
	<p>Litter: All litter, large or small, shall be removed by the contractor prior to, and after completion of mowing. Any trash left and shredded by the mower (intentional or unintentional) will be picked up immediately. This includes, but is not limited to bottles, cans, paper, brush, rocks, tree limbs, etc., which are not intended to be part of the landscape. Shredded litter must be removed the day of mowing or a \$100 per site will be deducted from the appropriate monthly billing. Payment for the site will be withheld until the site has been cleared of debris. It is the Contractor's obligation and responsibility to find the adequate facility to dispose of any and all litter, tree limbs, shrubs, vegetation or debris that is removed from City owned sites or contracted service areas.</p>
	<p>Hardscapes & Pavement: All hardscape and paved areas within City property shall be maintained free of weeds, litter, and debris. Surfaces shall remain unobstructed, clean, and orderly at all times</p>
	<p>Tree Maintenance: Maintain all trees in their natural form and size, unless otherwise specified. Utilize ISA guidelines and industry-standard pruning practices, supervised by a certified arborist. Notify the City if subcontractors or independent arborists are used for tree care. Prune trees annually, or as directed, and remove dead or damaged limbs during mowing cycles. Annually prune ornamental and other trees. Report any pests, diseases, or structural hazards. Ensure pruning allows for unobstructed passage (8 ft above sidewalks, 14 ft above vehicular areas) and prevents sight restrictions at intersections; tree limbs must not block street signs. Trim shrubs and groundcover 4 inches from sidewalks and curbs, ensuring they don't block traffic signs or sightlines. Prune shrubs over 36 inches down to 18 inches as needed or requested. Hard prune shrubs to 16-18 inches by March 1st, before mulch application. The City must approve</p>

	<p>tree removals 72 hours prior. Maintain weed-free tree rings with clean edges, mulched to a minimum 2-inch depth year-round, with clear grass-to-mulch distinctions. Weeds and suckers must be absent. Grouped trees with common drip lines will share one mulched area, determined by half the drip line radius, or cover all bare ground within the drip line continuously with 2 inches of mulch. Do not strip lower branches from young trees; retain them in a "tipped back" or pinched condition to promote trunk caliper. Remove lower branches only after the tree can stand without support. Thin certain species/specimens to prevent wind damage. Remove suckers, water sprouts, rubbing branches, and heavily laden branches to reduce wind resistance.</p>
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	<p>Trimming: Trimming includes cutting or removing plant material, weeds, and grass near structures, trees, poles, signs, fences, and from expansion joints and cracks in asphalt/concrete. Mechanical string and chemical trimming are permitted with City approval. Mowing and trimming of medians and adjacent right-of-ways must occur on the same day. All hardscapes and paved areas must be weed/grass free and clear of debris after each cycle. Edges (curbs and sidewalks, using a steel blade edger) must be neatly trimmed, and all dislodged material, including from tree rings and back of curb, removed. Trees shall be pruned for structural strength, long-term health, storm resilience, and to accentuate natural form.</p>
	<p>Landscape Bed Maintenance: The contractor will implement and maintain a comprehensive landscape care program for all plants in landscape beds, submitting the program to the City Representative two weeks before the initial contract cycle and each subsequent mowing season. This includes Median and Corridor ROW Landscaped Beds, maintained in addition to general mowing. Mulch in beds must be kept at a 2" settled depth, with hardwood mulch spread annually in March and maintained as needed. The contractor is responsible for removing dead, broken, or crossing branches; winter damage and grasses will be cut back by March 31st annually. Damaged plants will be replaced with the same species or an approved North Texas Native. Shrubs, vines, and groundcover will be pruned for a neat appearance and to protect community assets, maintaining natural growth characteristics. The contractor will notify the City representative of any unhealthy plants and recommend replacement. All tree care requires supervision by a certified arborist; the City will be notified if a subcontractor is used. Trees will be pruned annually or as directed, with dead or damaged limbs removed during the mow cycle. This includes annual pruning of ornamental and other trees, trimming up to 8' on trails/sidewalks and 14' on medians adjacent to roadways. The contractor must ensure safety for property and</p>

	persons, addressing all claims and repairs promptly. The ZONE ACREAGE chart's landscape schedule represents minimum requirements; if these are insufficient for healthy growth, additional measures are required. All litter will be removed from inside and around corresponding beds.
	Bushes, Shrubs, Groundcover: Must be trimmed back 4 inches from sidewalks and curbs. Must be trimmed to prevent sight restrictions near intersections for pedestrians and motor vehicles and cannot be blocking traffic signs. Any shrub over 36" (inches) should be pruned down to 18" (inches) where needed. A hard prune shall be between 16-18 inches in length from top of shrub and shall be completed no later than March 1st, and should be done prior to Mulch application
	Leaf Clean Up and Removal : Areas must be clean and clear of debris (leaves). Areas of clean up included, but not limited to - Landscape beds, tree rings, mulched areas, underneath shrubs and bushes, vines, groundcover, turf, walkways, parking lots, end caps or where requested. Observe stormwater facilities while performing the work.
	Damages: Contractor is liable for all damage to plants, property, or irrigation during maintenance. Contractor must replace destroyed vegetation at their own cost and immediately repair any irrigation damage, notifying the City Representative. The Contractor will reimburse the City for any additional irrigation repairs made by City crews due to Contractor-caused damage.

(ZONE 5) TXDOT Property and Right-of- Way	The intent of this zone is to remove litter and debris and mow all vegetated areas along Interstate Highway 35 East (IH-35E) between mile markers 447 and 455. Mowing will occur five times per year : March, June, August, October, and December. Each cycle will be completed no sooner than the 15 th of the month but not later than the 28 th of the month. Mowing: Must be completed every cycle; areas may not be unfinished. Neat and clean appearance with no clippings or debris left behind. Must be weed free, even and in healthy condition. Mowing height of 6 inches will be maintained.
	Do not mow designated (Low Mow Zones) areas and ensure stands of wildflowers are not mowed before seeds have matured, unless otherwise directed. See Pollinated Areas (Low Mow Zones) for more information. Hand-trim around fixed objects with mowed area. Complete hand trimming on each roadway within 24 hours of mowing. Ensure trees and shrubs are not damaged.
	Edging: Clear and clean edges must be achieved each cycle. Includes tree rings, back of curb, hardscape.
	Litter: All trash, debris and litter shall be picked up and removed from the area. Facilities shall be kept in an orderly and clean appearance. Debris and litter removal will occur 52 times per year (once a week beginning of the week). During months when mowing occurs the contract shall perform a debris and litter removal cycle 48 hours before and after a scheduled mow. Debris and litter removal include objects not part of the highway facility such as trash, garbage, scrap metal, paper, wood, plastic, glass products, animal remains, rubber products, tires, auto parts, furniture, mattresses, household appliances and large bulky items. Remove bagged litter on the same day it is

	collected. Notify the City Representative for any removal of dead animals larger than 150 pounds or hazardous materials. Dispose of litter in accordance with federal, state and local regulations. It is the Contractor's obligation and responsibility to find the adequate facility to dispose of any and all litter, tree limbs, shrubs, vegetation or debris that is removed from City owned sites or contracted service areas.
	Hardscapes & Pavement: All hardscape and paved areas within City property shall be maintained free of weeds, litter, and debris. Surfaces shall remain unobstructed, clean, and orderly at all times
	Landscape Bed Maintenance: The contractor will implement and maintain a comprehensive landscape care program for all plants in landscape beds, submitting the program to the City Representative two weeks before the initial contract cycle and each subsequent mowing season. This includes Median and Corridor ROW Landscaped Beds, maintained in addition to general mowing. Mulch in beds must be kept at a 2" settled depth, with hardwood mulch spread annually in March and maintained as needed. The contractor is responsible for removing dead, broken, or crossing branches; winter damage and grasses will be cut back by March 31st annually. Damaged plants will be replaced with the same species or an approved North Texas Native. Shrubs, vines, and groundcover will be pruned for a neat appearance and to protect community assets, maintaining natural growth characteristics. The contractor will notify the City representative of any unhealthy plants and recommend replacement. All tree care requires supervision by a certified arborist; the City will be notified if a subcontractor is used. Trees will be pruned annually or as directed, with dead or damaged limbs removed during the mow cycle. This includes annual pruning of ornamental and other trees, trimming up to 8' on trails/sidewalks and 14' on medians adjacent to roadways. The contractor must ensure safety for property and persons, addressing all claims and repairs promptly. The ZONE ACREAGE chart's landscape schedule represents minimum requirements; if these are insufficient for healthy growth, additional measures are required. All litter will be removed from inside and around corresponding beds.
	Bushes, Shrubs, Groundcover: Must be trimmed back 4 inches from sidewalks and curbs. Must be trimmed to prevent sight restrictions near intersections for pedestrians and motor vehicles and cannot be blocking traffic signs. Any shrub over 36" (inches) should be pruned down to 18" (inches) where needed. A hard prune shall be between 16-18 inches in length from top of shrub and shall be completed no later than March 1st, and should be done prior to Mulch application
	Damages: Contractor is liable for all damage to plants, property, or irrigation during maintenance. Contractor must replace destroyed vegetation at their own cost and immediately repair any irrigation damage, notifying the City Representative. The Contractor will reimburse the City for any additional irrigation repairs made by City crews due to Contractor-caused damage.
	Mowing shall be executed to provide sight distance at horizontal curves, intersections and ramps.
	Pressure wash mowing equipment before the equipment enters or leaves zones.

<p>(ZONE 4) Creek Channels</p>	<p>The intent of this zone is to mow all Creek Channels listed eight (8) times per year at one (1) time per month. Mowing is intended to begin March 1st and conclude in October 31st. This is subject to change according to seasonal weather whereas the beginning and end mowing may be moved forward or backward because of early or late season growth. In the event, mowing needs to be increased or decreased, the City Representative will inform the contractor no less than one (1) week in advance of any scheduled mowing. The frequency of mowing a site may also change depending on the prevailing situation. The City of Lewisville reserves the right to eliminate any cycle or portion thereof and to add additional cycles at the City’s discretion. Missed or canceled cycles will not be compensated, additional cycles will only be compensated at the accepted additional cycle rate per site and only when approved by City.</p>
	<p>Mowing: Must be completed every cycle; areas may not be unfinished. Neat and clean appearance with no clippings or debris left behind. Must be weed free, even and in healthy condition. Mowing height of 6 inches will be maintained. All creek channel mowing will be cut to a maximum height of six (6) inches and all vegetation will be mowed to the center of the creek channel except for Prairie Creek in which mowing shall cease 5 feet away from the water’s edge.</p>
	<p>Edging: Clear and clean edges must be achieved each cycle. Includes, tree line edge and center of creek according to contract. Also any hard surface creek area within the creek channel.</p>
	<p>Clippings: <u>Clippings shall not be blown or allowed to fall into the streets, roadways, and storm drainage system.</u> Excessive clippings in the street or roadways must be removed from the site <i>immediately</i> after each mowing and properly disposed of. A \$100 penalty for each area identified at the end of the mowing cycle with excessive clippings will be deducted from the appropriate monthly billing.</p>
	<p>Litter: All trash, debris and litter (large or small) shall be picked up and removed from the area. These areas shall be kept in an orderly and clean appearance. The contractor shall remove litter from the creek bed and edge. Shredded litter must be removed the day of mowing or a-\$100.00 penalty per site will be deducted from the appropriate monthly billing. Debris and litter (large or small) removal will occur 8 times per year (once per month from March 1st to October 31st) to the center of the creek. Ex. trash, garbage, scrap metal, paper, wood, plastic, glass products, animal remains, rubber products, tires, auto parts, furniture, mattresses, household appliances and large bulky items. It is the Contractor's obligation and responsibility to find the adequate facility to dispose of any and all litter, tree limbs, shrubs, vegetation or debris that is removed from City owned sites or contracted service areas.</p>
	<p>Hardscapes & Pavement: Hardscape areas in facilities shall be free of weeds and debris. It shall be clear of any obstructions and kept in an orderly fashion.</p>
	<p>In the event machinery becomes stuck, it is the contractor’s responsibility at their expense to get machinery out within 24 hours of noted inspection. Any areas that become impossible to mow due to erosion or down trees will be brought to the City Representative’s attention prior to entering the area.</p>
	<p>Damages: Contractor is liable for all damage to plants, property, or irrigation during maintenance. Contractor must replace destroyed</p>

	vegetation at their own cost and immediately repair any irrigation damage, notifying the City Representative. The Contractor will reimburse the City for any additional irrigation repairs made by City crews due to Contractor-caused damage.
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Irrigation Installation And Repairs	The irrigation specifications for City parks, medians, and facilities require compliance with T.C.E.Q. standards and applicable state and local laws, with a licensed irrigator or technician present during all work.
	Contractors must maintain orderly, safe work zones, follow TXDOT requirements for lane closures and safety gear, and keep approved site plans on hand.
	A copy of the standards will be provided for review and reference, as requested.
	Systems must include key components such as ball valves, ‘Y’ strainers, double checks, waterproof connectors, pressure-regulated heads, rain/freeze sensors, and Motorola central control integration, with proper installation practices including pea gravel bases, weed-block-wrapped valve boxes, and correct spacing from curbs. Drip lines are mandated for narrow areas, trees require Hunter root-zone watering systems, and static water pressure must be at least 60 PSI.
	Contractors must submit as-built plans, backflow reports, and ensure controllers and flow meters are properly wired and labeled.
	All repairs must follow these specifications, parts must be from the approved list, and final site programming and inspected with the Parks Department is required prior to project acceptance.
	Damages: Contractor is liable for all damage to plants, property, or irrigation during maintenance. Contractor must replace destroyed vegetation at their own cost and immediately repair any irrigation damage, notifying the City Representative. The Contractor will reimburse the City for any additional irrigation repairs made by City crews due to Contractor-caused damage.

Chemical And Fertilization Of Landscape Beds, Medians And Facilities	Awarded contractor must follow all label guidelines and have licensed applicators approved to spray in the state of Texas to perform the applications.
	Copy of licenses shall be sent to the City of Lewisville prior to any applications of chemicals or fertilizers., and all spray records should be supplied after every application.
	<p>Pre-Emergent program for turf</p> <ul style="list-style-type: none"> ● 2 applications of Prodiamine 65WDG or approved equal at a rate of 0.50 oz. per 1000 sq. ft. an approved herbicide with rates specified per label of herbicide and with approval of City Representative ● Target dates for applications unless otherwise approved by authorized Park and Recreation Department (PARD) personnel. City representative should be notified prior to every application.

	<ul style="list-style-type: none"> ○ 1st application February 15 through March 1st ○ 2nd application August 15 through September 1st <p>Pre-Emergent Program for Landscape Bed Maintenance</p> <ul style="list-style-type: none"> ● 2 applications of Snapshot, or approved equivalent, with approved rates as specified per Label of Chemical Application ● Target dates for applications unless otherwise approved by authorized Park and Recreation Department (PARC) personnel. City representative should be notified prior to every application. ● Target Dates for Application <ul style="list-style-type: none"> ○ 1st application February 15 through March 1st ○ 2nd application August 15 through September 1st
	<p>Post-Emergent program for turf.</p> <ul style="list-style-type: none"> ● 1 (one) application of Weeddestroy AM with 46.8% active ingredient or approved equal at rate of 0.383 oz. per 1000 sq. ft. ● 1 (one) application of Celsius WG or approved equal with 1.085 oz. rate per 1000 sq. ft. ● Each application is to be sprayed 10 to 15 days apart unless other otherwise approved by authorized Park and Recreation (PARC) personnel. City representative should be notified prior to every application. ● Target dates of application unless other otherwise approved by authorized Park and Recreation (PARC) personnel. City representative should be notified prior to every application. <ul style="list-style-type: none"> ○ 1st application April 15th through May 1st. ○ 2nd application September 1st through September 15th.
	<p>Fertilization application for turf</p> <ul style="list-style-type: none"> ● 2 applications of an approved fertilizer with rates specified per Label of fertilizer and with approval of City Representative. Applications of a 33-0-0/Ammonium Sulfate at a rate of 250lbs per acre. ● City representative will be notified prior to every application. ● Target dates for application <ul style="list-style-type: none"> ○ April 1st ○ September 1st
	<p>Fertilization application for Landscape Bed Maintenance</p> <ul style="list-style-type: none"> ● 2 applications of an approved fertilizer with rates specified per label of fertilizer and with approval of City Representative. BCF (13-13-13) Chemical Application or approved equivalent, with approved rates specified per Label of Fertilizer Application ● Target dates for applications unless otherwise approved by authorized Park and Recreation Department (PARC) personnel. City representative should be notified prior to every application. ● Target Dates for Application <ul style="list-style-type: none"> ○ 1st Application April 1st ○ 2nd Application September 1st
	<p>Ant Bait Application(s)</p> <ul style="list-style-type: none"> ● 2 Broadcast applications of an approved pesticide with rates specified per label of pesticide and with approval of City Representative. Recommend use of Extinguish with 0.5% active ingredient or an approved Pesticide, equivalent of

	<p>chemical, with approved rates as specified per Label of Pesticide Application</p> <ul style="list-style-type: none"> ● Target dates for applications unless otherwise approved by authorized Park and Recreation Department (PARD) personnel. City representative should be notified prior to every application. ● Target Dates for Application <ul style="list-style-type: none"> ○ 1st application February 15 through March 1st ○ 2nd application August 15 through September 1st
	A picture and list of all application equipment used shall be submitted to the City Representative along with any inspection reports, model and unit numbers and any TDA or structural inspection reports.
	All equipment shall be calibrated for correct application rates and to reduce over spraying of target areas.
	All equipment shall be subject to inspection by an approved City Representative prior to any applications.
	All equipment shall have the vendors name and contact information prominently displayed.
	Any over spreading of granular fertilizer will be cleaned up off of roadways and cross walks immediately.
	Copies of all application records must be submitted to the City Representative after each application.
	Damages: Contractor is liable for all damage to plants, property, or irrigation during maintenance. Contractor must replace destroyed vegetation at their own cost and immediately repair any irrigation damage, notifying the City Representative. The Contractor will reimburse the City for any additional irrigation repairs made by City crews due to Contractor-caused damage.

MOWING SCHEDULE

Mowing operations shall be performed Monday through Friday unless directed otherwise. If contractor needs to work on Saturday or Sunday, pre-approval from City Representative must be requested by noon on the Thursday prior to weekend work being performed. No work shall be performed on holidays. Work hours are between 7:00 a.m. to sunset. Work will not be allowed on the following holidays:

- New Year's Day
- Martin Luther King's Birthday
- Memorial Day
- Juneteenth
- July Fourth
- Labor Day
- Thanksgiving Holidays
- Christmas Eve and Day

1. Once a site has been started, mowing, trimming, edging, and blowing of clippings shall be completed that day, interrupted only by weather or as directed. (Ex. If site #1 is started on Thursday, the median, right-of-way, and alley at that site must be completed before the contractor leaves for the day).
2. Grass is to be cut on specified cycle as set forth in the list provided in proposal documents and by the City representative.
3. During mowing season, frequency of mowing a site may increase or decrease depending on the prevailing situation. The City of Lewisville reserves the right to eliminate any cycle or portion thereof and to add additional cycles at the City's discretion. Missed or canceled cycles will not be compensated, additional cycles will only be compensated at the accepted additional cycle rate per site and only when approved by City. Additional cycles will follow the same inspection guidelines as indicated in paragraph 4 of Contractor Operations.
4. Additionally, should the event arise (an unforeseen emergency or a special service request be made through service requests, City Officials, other City Departments), City Representative reserves the the right to move contractor to any site under contract (within the scope of work) and to service the area(s) needed. The City Representative will work with the contractor to find a feasible solution and timeframe for completion of needed work.
5. Ozone Alert Days: On ozone alert days, the contractor is required to refrain from mowing and trimming until after 10 A.M., unless diesel powered, or alternative fuel equipment is used. Alternate fuel commercial mowing equipment such as propane powered or compressed natural gas equipment is acceptable to use without any restriction on ozone alert days. It is the responsibility of the contractor to be aware of ozone alert conditions.
6. Pollinated Areas (Low Mow Zones) : A full mowing of pollinated areas may be needed at least 1 - 2 times a year. City Representative will work with the Contractor to schedule the appropriate date and time for this service.
7. Leaf Clean up and Removal: Clean up of leaves will be needed during the months of January and February months, or as requested by the City Representative. It will be the Contractors responsibility to find the adequate disposal facility. Areas must be clean and clear of debris. Areas of clean up included, but not limited to : Landscape beds, tree rings, mulched areas, underneath shrubs and bushes, vines , groundcover, turf, walkways, parking lots, end caps, or where requested. Observe stormwater facilities while performing the work.

ZONE ACREAGE (Approximate)
Proposed Mowing Zones App

		ZONE 4	ZONE 5	ZONE 7	ZONE 8	ZONE 9
A	MOWING SECTION					

1	Medians					
2	Parkways, Alleys & Screening Walls					
3	Vista Ridge Amphitheater			2.5		
4	I-35 Roadsides and Jug handles				41.86	
5	City Right of Ways				13.7	
6	Landscape Beds Maintenance			3.06	6.36	6.40
7	Levee Improvement District #1					
8	Railroad Park Lakes					
9	Corridor R.O.W. Landscape Bed Maintenance					3.65
10	TxDOT Lots					
11	City Parks			14.82		
12	City Lots					
13	City Facilities			38.06		
14	Right-of-Ways					
15	Creek Channels/Greenbelts Debris & Litter Removal	68.3876				
	Creek Channels/Greenbelts Mowing	57.857				
16	TXDOT Debris & Litter Removal		66			
	TXDOT Mowing		66			
	TOTALS	126.2446	132	58.44	61.92	10.05

INSURANCE

Contractor shall provide a Certificate of Insurance compliant with The City of Lewisville’s Exhibit B insurance requirements within 10 days from award of contract. Insurance must be approved before work may commence and remain in effect throughout the term of the contract.

STORMWATER MANAGEMENT PLAN

Under the Authority of the Clean Water Act, the Environmental Protection Agency (EPA), and the City of Lewisville has endeavored to reduce and improve stormwater quality per the direction of the Texas Commission of Environmental Quality (TCEQ). The City of Lewisville has developed a Stormwater Management Plan. By signing this contract vendors accept to follow this Plan. Follow this link for a copy of the Stormwater Management Plan: <https://www.cityoflewisville.com/about-us/city-departments/public-services/storm-water>

TERM

The term of the contract will be for twelve-months, with the option to extend for up to three (3) additional twelve-month periods, subject to the approval of the Contractor and the City Manager, or designee.

At the beginning of each contract extension period, prices may be adjusted based on the November Dallas-Fort Worth Consumer Price Index (CPI) “ALL ITEMS” as issued by the U.S. Department of Labor. This index may be found on the internet at the following address:

https://www.bls.gov/regions/southwest/news-release/consumerpriceindex_dallasfortworth.htm

Unit prices will be increased or decreased by the percentage of change indicated for a one-year period (from November to November). The adjusted price will remain in effect for the pursuing contract extension period.

EVALUATION CRITERIA

Proposals will be scored by an evaluation committee consisting of City staff. Proposals will be scored with regards to the following criteria and associated weights:

- Price 30%
- Equipment 30%
- Previous Municipal Experience 20%
- Number of days to complete cycle 10%
- Safety training program 10%

Bonus for alternative fuel equipment (must be used in the course of performing work)

Off-set price score by following percentages:

10 -25% of fleet alternative fuel equipment – 5%

26-50% of fleet alternative fuel equipment – 10%

51 – 100% of fleet alternative fuel equipment – 15%

If qualified bidders submit equivalent proposals but one bidder offers use of alternative fuel equipment they will receive a boost in their price score according to the chart above to offset the cost of using the equipment.

Bidder 1 (no alternative fuel equipment) submits a bid of \$10,000

Price score is 30

Bidder 2 (25% alternative fuel equipment) submits a bid of \$10,000

Price Score is $30 \times 1.05 = 31.5$

PROPOSER'S ACCEPTANCE OF EVALUATION METHODOLOGY

WAIVER OF CLAIMS: EACH PROPOSER BY SUBMISSION OF A RESPONSE TO THIS REQUEST FOR PROPOSALS ("RFP") WAIVES ANY CLAIMS IT HAS OR MAY HAVE AGAINST THE OWNER, ITS EMPLOYEES, OFFICERS, AGENTS, REPRESENTATIVES, AND THE MEMBERS OF OWNER'S GOVERNING BODY, CONNECTED WITH OR ARISING OUT OF THIS RFP, INCLUDING THE ADMINISTRATION OF THE RFP AND THE RFP EVALUATION. SUBMISSION OF A PROPOSAL INDICATES PROPOSER'S ACCEPTANCE OF THE EVALUATION TECHNIQUE AND PROPOSER'S RECOGNITION THAT SOME SUBJECTIVE JUDGMENTS MUST BE MADE BY THE OWNER DURING THE EVALUATION OF PROPOSALS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EACH PROPOSER ACKNOWLEDGES THAT THE BASIS OF SELECTION AND THE EVALUATIONS SHALL BE MADE PUBLIC AFTER THE CONTRACT IS AWARDED, AND WAIVES ANY CLAIM IT HAS OR MAY HAVE AGAINST THE ABOVE-NAMED PERSONS, DUE TO INFORMATION CONTAINED IN SUCH EVALUATIONS.

Firm Name: _____ **Date:** _____

Authorized Signature: _____

Printed Name: _____

SIGNATURE PAGE

TYPE OR PRINT:

FIRM NAME

AUTHORIZED REPRESENTATIVE & TITLE

STREET ADDRESS and/or P.O. BOX NO.

() _____
A/C PHONE NUMBER

CITY/STATE/ZIP CODE

() _____
A/C FAX NUMBER

FIRM'S TAX IDENTIFICATION NUMBER

E-MAIL ADDRESS

_____ /	
SIGNATURE	DATE

PROPOSAL QUESTIONNAIRE

RFP #26-23-A

1. Provide a list of equipment by year, make, and model you will utilize on this contract. Highlight equipment that has alternative power sources.

2. Provide a list of the total number of crews that will be working on this project and a brief breakdown of crew(s). EX: 4 crews / 1 lead 4 workers per crew, etc.:

3. Provide a list of previous municipal experience your firm has had in the last five (5) years. Include contact information, entity name, contract amount, dates of service, current contact name, phone number and email address.

4. Provide a list of additional mowing projects, and size (number of acres), completed in the past five (5) years. Including contact information, entity name, contract amount, dates of service, current contact name, phone number and email address.

5. Provide the number of days needed to complete one mowing cycle (per zone if submitting for multiple zones).

6. Please provide or attach your safety training plan for your organization and employees.

**CITY OF LEWISVILLE
DISCLOSURE OF INTEREST**

Pursuant to Chapter 176 of the Texas Local Government Code, a person or agent of a person who contracts or seeks to contract with the City of Lewisville must complete a conflict of interest questionnaire if the person or agent has an affiliation or business relationship that might cause a conflict of interest with the City. The conflict of interest questionnaire, which is available online at ethics.state.tx.us, must be filed with the City Secretary of the City of Lewisville no later than the seventh (7th) business day after the person or agent begins contract discussions or negotiations with the City of Lewisville or submits to the City of Lewisville an application, response to a request for proposal or bid, correspondence, or another writing related to a potential agreement with the City of Lewisville. An updated Conflict of Interest Questionnaire must be filed in accordance with Chapter 176 of the Local Government Code. Seller should consult with legal counsel if they have questions regarding its compliance with the requirements of Chapter 176. It is the responsibility of each person or agent who is contracting or seeking to contract with the City of Lewisville to comply with the filing requirements of Chapter 176.

**CITY OF LEWISVILLE
PURCHASING DIVISION**

ANNUAL CONTRACT STANDARD PROVISIONS

Contractor and the City agree as follows:

1. **TERM:** The term of this annual Contract is twelve-months, with the option to extend for up to three (3) additional twelve-month periods, subject to the approval of the Contractor and the City Manager, or his designee.
2. **TRANSITION TERM:** Upon the expiration of the Initial Term or any subsequent Renewal Term, the Contractor shall continue performance under this Contract until the City has a new Contract in place with either the Contractor or another provider or until the City terminates the Contract. In no event shall this transition term exceed ninety (90) calendar days unless the City and the Contractor mutually agree otherwise in writing. The City will pay Contractor for all Services rendered in compliance with this Contract during this transition term. If Services rendered during this transition term are not, in the City's judgment, in compliance with the requirements of this Contract, no payment will be owed.
3. **DESCRIPTION - SALE OF GOODS AND SERVICES:** Contractor will transfer and deliver to the City, and the City will pay for and accept the City's requirements during this Contract. It is understood that quantities shown on the Bid Sheets are estimates and do not obligate the City to order or accept more than the City's actual requirements during the Contract, nor do the estimates limit the City to ordering less than its actual needs during the Contract, subject to availability of appropriate funds.
4. **PURCHASE ORDER:** The City will exercise its right to specify time, place, and quantity to be delivered through the use of a purchase order.
5. **PRICE ADJUSTMENT:** All goods and services to be delivered pursuant to this Contract, including any extensions thereof, will be purchased at the prices stated on the Contractor's Bid Sheet; provided that, at renewal or extension of the Contract for an additional twelve-months, the prices for goods and services to be delivered during the ensuing twelve-month period may be increased or decreased to the extent of changes in the cost of material to Contractor, as reflected in written documentation provided by the Contractor to the City. The written documentation must allow the City the ability to verify all requested price adjustments.
6. **ADDITIONAL SERVICES:** The City shall have the right at any time during the performance of the Services, without invalidating this Agreement, to order extra work beyond that specified in the Solicitation and Contractor's Submission or make changes by altering, adding to or deducting from said Services. No such extra work may be undertaken unless written order is first given by the City to the Contractor, incorporating therein any adjustment in the time to perform the Agreement, which said adjustment is subject to the written approval of the Contractor. It is expressly understood by the Contractor that the provisions of his section shall not apply to Services specifically set forth in the Solicitation, and Contractor's Submission or reasonably contemplated therein.

7. **TEXAS LOCAL GOVERNMENT CODE 552:** The requirements of Subchapter J, Chapter 552, Government Code, may apply to this proposal and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

PURCHASE ORDER TERMS & CONDITIONS

Seller and Buyer agree to comply with the following terms and conditions. These Terms and Conditions along with the purchase order shall constitute a contract between the Seller and Buyer upon the Seller issuing an invoice and/or providing any of the goods and services described in the purchase order. In the event of a conflict between these Terms and Conditions and a separate written agreement between the Seller and Buyer, the terms of the separate written agreement shall prevail.

1. **SELLER TO PACKAGE GOODS:** Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently packed as follows: (a) Seller's name and address; (b) Consignee's name, address and purchase order or purchase order release number and the supply agreement number if applicable; (c) Container number and total number of containers, e.g. box 1 of 4 boxes; and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
2. **SHIPMENT UNDER RESERVATION PROHIBITED:** Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.
3. **TITLE AND RISK OF LOSS:** The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery.
4. **DELIVERY TERMS AND TRANSPORTATION CHARGES:** F.O.B. Inside Delivery, Municipal Facility, Lewisville, Texas, and shall include all delivery and packaging costs. The Buyer assumes no liability for goods delivered in damaged or unacceptable condition. The Seller shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by Seller of damage.
5. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender provided, where the time for performance has not yet expired, the Seller may notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.
6. **PLACE OF DELIVERY:** The place of delivery shall be that set forth on the purchase order. Any change thereto shall be effected by modification as provided for in Clause 20, "Modifications", hereof. The terms of this contract are "no arrival, no sale".
7. **INVOICES AND PAYMENTS:** (a) Seller shall submit separate invoices on each purchase order after each delivery. Invoices shall indicate the purchase order number, shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight weigh bill when applicable, should be attached to the invoice. Mail to: City of Lewisville Accounts Payable, PO Box 299002 Lewisville, Texas 75029-9002. Payments shall be made thirty days after the goods are delivered to the Buyer, or a correct invoice is received, whichever is later. Suppliers should keep the Accounts Payable Office advised of any changes in remittance addresses. (b) Buyer's obligation is payable only and solely from funds available for the purpose of the purchase. Lack of funds shall render this contract null and

void to the extent funds are not available and any delivered but unpaid for goods will be returned to Seller by Buyer. (c) Do not include Federal Excise, State or City Sales Tax. Buyer shall furnish tax exemption certificate, if required.

8. GRATUITIES: The Buyer may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by Buyer that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Seller, or any agent, or representative of the Seller, to any officer or employee of the City of Lewisville with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or the making or any determinations with respect to the performing of such a contract. In the event this contract is cancelled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

9. SPECIAL TOOLS AND TEST EQUIPMENT: If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.

10. WARRANTY PRICE: (a) The price to be paid by the Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by this contract for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative, Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense. (b) The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach of violation of this warranty, the Buyer shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

11. WARRANTY PRODUCTS: Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the bid invitation and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings and descriptions, the specifications shall govern.

12. SAFETY WARRANTY: Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U. S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by Buyer will be at Seller's expense.

13. NO WARRANTY BY BUYER AGAINST INFRINGEMENTS: As part of this contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this contract will give rise to the rightful claim of any third person by way of infringement or the like. Buyer makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall Buyer be liable to Seller for indemnification in the event that Seller is sued on the grounds of infringement or the like. If seller is of the opinion that an infringement or the like will result, he will notify Buyer to this effect in writing within two weeks after the signing of this contract. If Buyer does not receive notice and is subsequently held liable for the infringement of the like, Seller will save

Buyer harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this contract shall be null and void except that Buyer will pay Seller the reasonable cost of his search as to infringements.

14. **RIGHT OF INSPECTION:** Buyer shall have the right to inspect the goods at delivery before accepting them.

15. **CANCELLATION:** Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which Buyer may have in law or equity.

16. **TERMINATION:** The performance of work under this order may be terminated in whole or in part by the Buyer in accordance with this provision. Termination of work hereunder shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Buyer set forth in Clause 15, herein.

17. **FORCE MAJEURE:** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this contract then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability.

18. **ASSIGNMENT DELEGATION:** No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

19. **WAIVER:** No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved.

20. **MODIFICATIONS:** This contract may be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents. This shall include any change orders.

21. **INTERPRETATION PAROLE EVIDENCE:** This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this contract. Acceptance or acquiescence in a course of performance rendered under this contract shall not be relevant to determine the meaning of this contract even though the accepting or acquiescing party has knowledge of the performance and opportunity for

objection. Whenever a term defined by the Uniform Commercial Code is used in this contract, the definition contained in the Code is to control.

22. **APPLICABLE LAW:** This contract shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this contract.

23. **ADVERTISING:** Seller shall not advertise or publish, without Buyer's prior consent, the fact that Buyer has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

24. **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

25. **VENUE:** Both parties agree that venue for any litigation arising from this contract shall lie in Denton County, Texas.

26. **DISCLOSURE:** Pursuant to Chapter 176 of the Texas Local Government Code, a person or agent of a person who contracts or seeks to contract with the City of Lewisville must complete a conflict of interest questionnaire if the person or agent has an affiliation or business relationship that might cause a conflict of interest with the City. The conflict of interest questionnaire, which is available online at ethics.state.tx.us, must be filed with the City Secretary of the City of Lewisville no later than the seventh business day after the person or agent begins contract discussions or negotiations with the City of Lewisville or submits to the City of Lewisville an application, response to a request for proposal or bid, correspondence, or another writing related to a potential agreement with the City of Lewisville. An updated conflict of interest questionnaire must be filed in accordance with Chapter 176 of the Local Government Code

Seller should consult with legal counsel if you have questions regarding its compliance with the requirements of Chapter 176. It is the responsibility of each person or agent who is contracting or seeking to contract with the City of Lewisville to comply with the filing requirements of Chapter 176.

27. **INDEPENDENT CONTRACTOR:** Seller shall be considered an independent contractor and not an agent, servant, employee, or representative of Buyer in the performance of the work. No term or provision herein or act of the Seller shall be construed as changing that status.

28. **TERMINATION FOR DEFAULT:** Buyer reserves the right to enforce the performance of any Purchase Order in any manner prescribed by law or deemed to be in the best interest of Buyer in the event of breach or default. The Buyer reserves the right to terminate any purchase order and/or agreement with the Seller in the event the Seller fails to: (a) meet delivery schedules, or (b) otherwise perform in accordance with these terms and conditions.

29. **PROTESTS:** All protests regarding the solicitation process must be submitted in written form to the Purchasing Manager within five (5) working days following the opening of bids/proposals. This includes all protests relating to legal advertisements, deadlines, bid/proposal openings, and all other related procedures under the Local Government Code

Post-award protests must be submitted in written form to the City Manager within five (5) working days after award. The protest must include, at a minimum, the name of protester, bid/proposal number or

description of goods or services, and a statement of grounds for protest.

30. INDEMNIFICATION: SELLER AGREES TO DEFEND, INDEMNIFY AND HOLD BUYER, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY SELLER'S BREACH OF ANY OF THESE TERMS AND CONDITIONS OR BY ANY NEGLIGENT OR STRICTLY LIABLE ACT OR OMISSION, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY SELLER, ITS OFFICERS, AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THIS CONTRACT; EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR FAULT OF BUYER, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRING NEGLIGENCE OR FAULT OF THE SELLER AND BUYER, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO BUYER UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS PARAGRAPH 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.

31. SEVERABILITY: In case any one or more of the provisions contained in these Terms and Conditions shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and these Terms and Conditions shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

32. IMMIGRATION REFORM AND CONTROL ACT (8 U.S.C 1324a): The Buyer supports the Immigration Reform and Control Act (IRCA), which is a comprehensive scheme prohibiting the employment of unauthorized aliens in the United States. The Seller and its subcontractors shall at all times during the term of the contract with the Buyer comply with the requirements of IRCA and shall notify the Buyer within fifteen (15) working days of receiving notice of a violation of IRCA. The Seller also warrants that it has not had an IRCA violation within the last five (5) years. The Buyer may terminate a contract with the Seller if the Buyer determines that (a) the Seller or its subcontractors have been untruthful regarding IRCA violations in the preceding five (5) years or (b) the Seller or its subcontractors fail to timely notify the Buyer of an IRCA violation.

33. ADA COMPLIANCE: All goods and services provided to the Buyer must be compliant with the Americans with Disabilities Act and any amendments thereto (the "ADA") and all regulations promulgated pursuant to the ADA. Seller will be required to certify compliance, if required under the law or otherwise required by the Buyer.

34. PROTECTION OF RESIDENT WORKERS: The Buyer actively supports the Immigration and Nationality Act (INA), which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Seller shall establish appropriate procedures and controls so no services under the contract will be performed by any worker who is not legally eligible to perform such services or employment. The Buyer reserves the right to audit Seller's employment records to verify the existence of a completed Employment Eligibility Verification Form (I-9) for every worker

performing services under the contract. The audit will be at the Buyer's expense.

35. TEXAS GOVERNMENT CODE CHAPTER 2252. Pursuant to Texas Government Code Chapter 2252, Subchapter F, Consultant affirms, by entering into this Agreement, that it is not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to Iran, Sudan, or a foreign terrorist organization.

36. TEXAS GOVERNMENT CODE CHAPTER 2271. Pursuant to Texas Government Code Chapter 2271, Consultant affirms that execution of this Agreement serves as written verification that Consultant: (1) does not boycott Israel, as defined by Texas Government Code Section 808.001; and (2) will not boycott Israel during the term of the Agreement. This section shall not apply if Consultant employs fewer than ten (10) full-time employees, or if the funds to be paid wholly or partly from public funds of the City under this Agreement are less than \$100,000.00.

37. TEXAS GOVERNMENT CODE CHAPTER 2274. Pursuant to Texas Government Code Chapter 2274, Consultant verifies the following:

- A. Consultant: (1) does not boycott energy companies, as defined by Texas Government Code Section 809.001; and (2) will not boycott energy companies during the term of this Agreement.
- B. Consultant: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as those terms are defined in that chapter; and (ii) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

This section shall not apply if Consultant employs fewer than ten (10) full-time employees, if the funds to be paid wholly or partly from public funds of the City under this Agreement are less than \$100,000.00, or if this Agreement is otherwise exempted from the requirements of Texas Government Code Chapter 2274.

**CITY OF LEWISVILLE
PURCHASING DIVISION**

ADDITIONAL TERMS

ANTI-LOBBYING PROVISION

During the period between proposal / sealed bid submission date and the contract award, proposers, including their agents and representatives, shall not directly discuss or promote their proposal with any member of the City of Lewisville City Council or City staff except during City-Sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

This provision is not meant to preclude offerors from discussing other matters with City Council members or City staff. This policy is intended to create a level playing field for all potential offerors, assure that contract decisions are made in public, and to protect the integrity of the RFP / Bid Evaluation process. Violation of this provision may result in rejection of the offeror's proposal.

LAWS AND ORDINANCES

Laws and Ordinances: The Contractor shall always observe and comply with all Federal, State and local laws, ordinances and regulations which in any manner affect the Contract or the work and shall indemnify and save harmless the City against any claim arising from the violation of any such laws, ordinances and regulations whether by the Contractor or his employees.

PROTECTION OF RESIDENT WORKERS

Protection of Resident Workers: The City of Lewisville actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Contractor and its Subcontractors shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. The City reserves the right to audit Contractor's or Subcontractor's employment records to verify the existence of a completed Employment Eligibility Verification Form (I-9) for every worker performing services or manufacturing products under the Contract Documents. The audit will be at the City's expense.

IMMIGRATION REFORM AND CONTROL ACT

Immigration Reform and Control Act (8 U.S.C. §1324a): The City of Lewisville supports the Immigration Reform and Control Act (IRCA) which is a comprehensive scheme prohibiting the employment of unauthorized aliens in the United States. The Contractor shall submit a declaration signed under penalty of perjury of the laws of the State of Texas stating that it has not been found in violation of IRCA by the United States Attorney General or Secretary of Homeland Security in the preceding five (5) years. The Contractor shall ensure that its Subcontractors submit a declaration signed under penalty of perjury of the laws of the State of

Texas stating that they have not been found in violation of IRCA by the United States Attorney General or Secretary of Homeland Security in the preceding five (5) years. The Contractor and its Subcontractors shall at all times during the term of the contract with the City comply with the requirements of IRCA and shall notify the City within fifteen (15) working days of receiving notice of a violation of IRCA. The City may terminate a contract with the Contractor if the City determines that (a) the Contractor or its Subcontractors have been untruthful regarding IRCA violations in the preceding five (5) years; (b) if the Contractor fails to ensure that its Subcontractors submit the aforementioned declaration; or (c) the Contractor or its Subcontractors fail to timely notify the City of an IRCA violation.

Contractor Name

Authorized Signature

Date

EXHIBIT B

INSURANCE REQUIREMENTS **GENERAL CONTRACTS FOR SERVICES**

Service work, supplies requiring installation, Janitorial Services, Welding, Surveyors, Plumbing Contractors, Maintenance Agreements, Concessionaires, Tire Repairs, Tow Service, Painting, Electrical, Movers, Major street repairs and Waterline projects, etc.

Vendor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the vendor's bid.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage "occurrence" form CG 00 01 (10 01). **"Claims Made" form is unacceptable.**
2. Workers' Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance.
3. Automobile Liability – as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under this contract. Coverage not required for delivery services.

B. MINIMUM LIMITS OF INSURANCE

Vendor shall maintain limits throughout contract not less than:

1. Commercial General Liability: \$500,000 per occurrence/\$1,000,000 aggregate for bodily injury, personal injury and property damage. Policy will include coverage for:
 - a. Premises – Operations
 - b. Broad Form Contractual Liability
 - c. Products and Completed Operations
 - d. Personal Injury
 - e. Broad Form Property Damage
 - f. If applicable, Explosion Collapse and Underground (XCU) Coverage, Fire Damage, and Medical Expense.

NOTE: The aggregate loss limit applies to each project.

2. Workers' Compensation and Employer's Liability: Workers' Compensation Statutory limits as required by the Labor Code of the State of Texas and Employer's Liability minimum limits of \$500,000 per injury, \$500,000 per occurrence, and \$500,000 per occupational disease.
3. Automobile Liability - \$500,000 Combined Single Limit. Limits can only be reduced if approved by the HR Director or designee.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductible or self-insured retentions must be declared to and approved by the City.

D. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain the following provisions:

1. General Liability and Automobile Liability Coverages
 - a. The City, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "Additional Insured" as respects liability arising out of activities performed by or on behalf of the vendor, products and completed operations of the vendor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of the City. The coverage shall include defense of claims against the City as additional insured.
 - b. The vendor's insurance coverage shall be primary and non-contributory insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the vendor's insurance and shall not contribute with it.
 - c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City, its officers, officials, and employees, Boards and Commissions or volunteers.
 - d. The vendor's insurance shall apply separately to each insured against whose claim is made or suit is brought, except to the limits of the insured's liability.
2. Waiver of Subrogation – All Coverages
Each insurance policy required by this exhibit shall waive all rights of subrogation against the City, its officers, officials, employees, and volunteers for losses arising from work performed by the vendor for the City.
3. Notice of Cancellation - All Coverages
Each insurance policy required by this exhibit shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given the City, or ten (10) days prior written notice for non-payment of premium.

E. ACCEPTABILITY OF INSURERS

The City prefers that insurance be placed with insurers with an A.M. Best's rating of no less than **A:VI, or, A or better** by Standard and Poors.

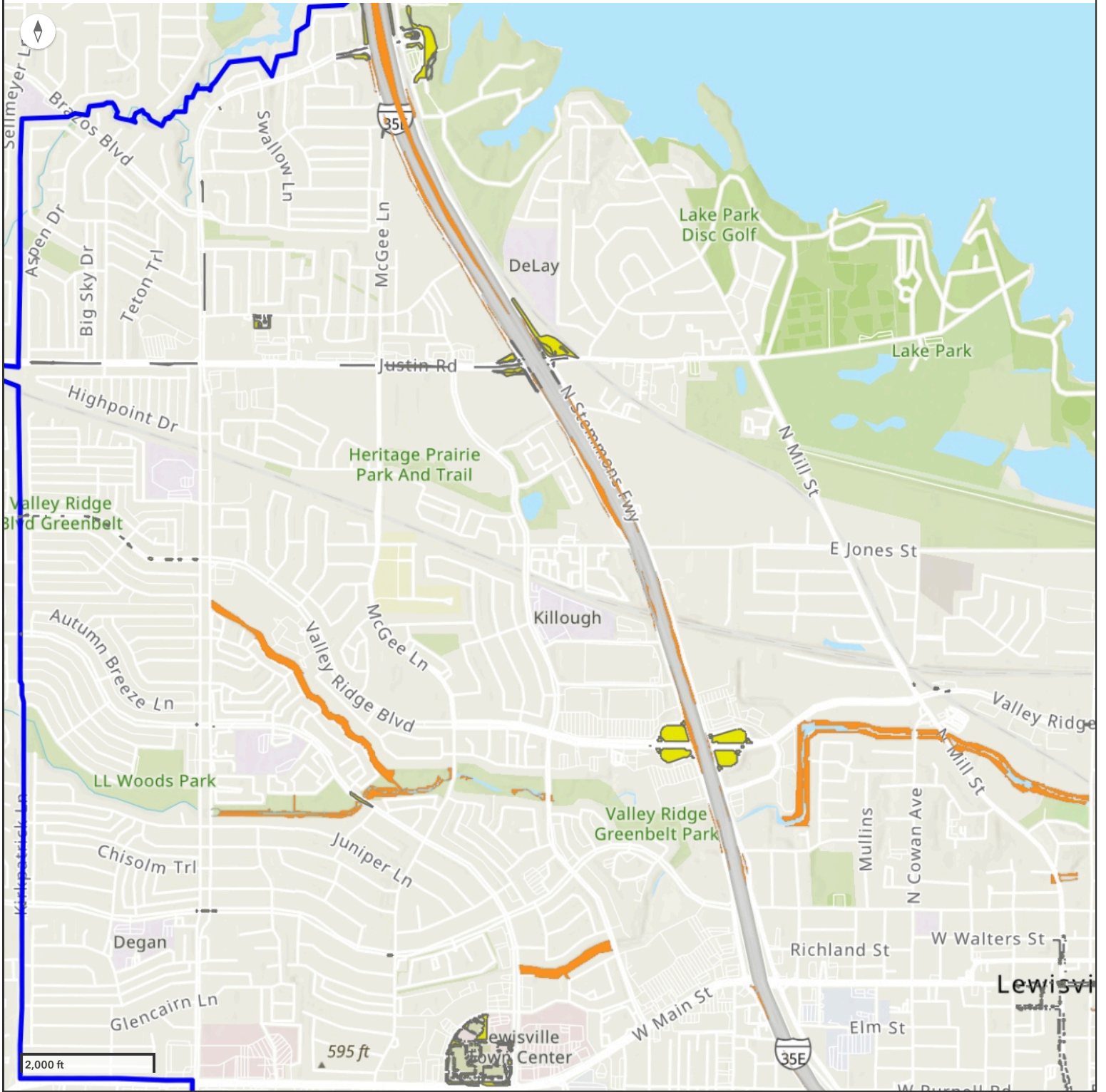
F. VERIFICATION OF COVERAGE

Contractor shall furnish the City with 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 provided on forms approved by the Texas Department of Insurance. City will not accept Memorandums of Insurance or Binders as proof of insurance. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

G. HOLD HARMLESS AND INDEMNIFICATION

THE CONSULTANT/CONTRACTOR AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY CONSULTANT'S/CONTRACTOR'S BREACH OF ANY OF THESE TERMS AND CONDITIONS OR BY ANY NEGLIGENT OR STRICTLY LIABLE ACT OR OMISSION OR INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY, CONSULTANT/CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THIS AGREEMENT; EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THE PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR FAULT OF THE CITY, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRING NEGLIGENCE OR FAULT OF THE CONSULTANT/CONTRACTOR AND THE CITY, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW AND THE CITY'S REASONABLE ATTORNEY'S FEES SHALL BE REIMBURSED IN PROPORTION TO THE CONSULTANT'S LIABILITY. THE PROVISIONS OF THIS PARAGRAPH 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.

Proposed Mowing Zones App



Esri, NASA, NGA, USGS, FEMA | City of Lewisville, Texas Parks & Wildlife, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS

Proposed mowing zones - Zone 4

Proposed mowing zones - Zone 5

Mower

Mower



Proposed mowing zones - Zone 7

Mower



Proposed mowing zones - Zone 8

Mower



Proposed mowing zones - Zone 9

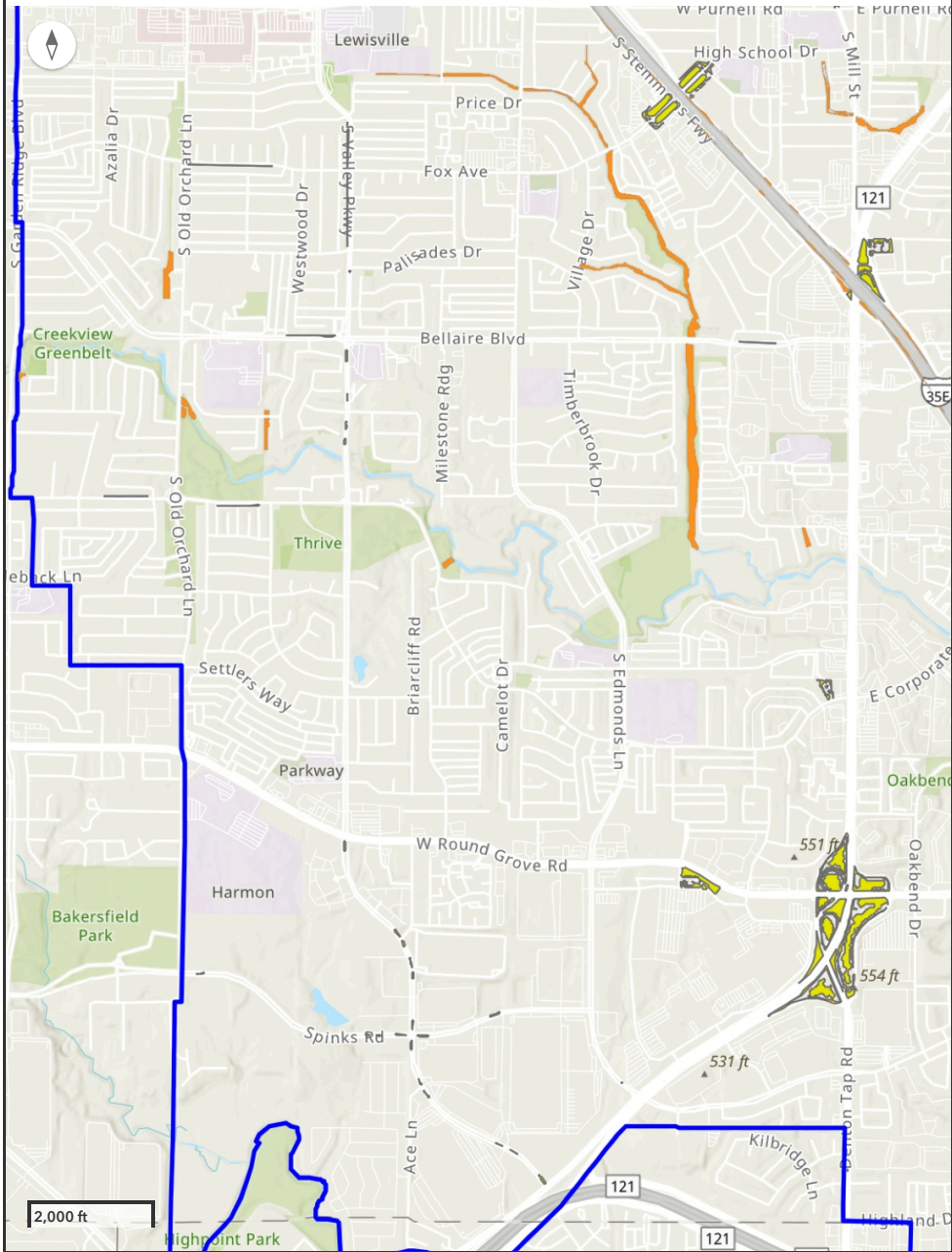
Mower



City Limits



Proposed Mowing Zones App



Esri, NASA, NGA, USGS, FEMA | City of Lewisville, Texas Parks & Wildlife, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS

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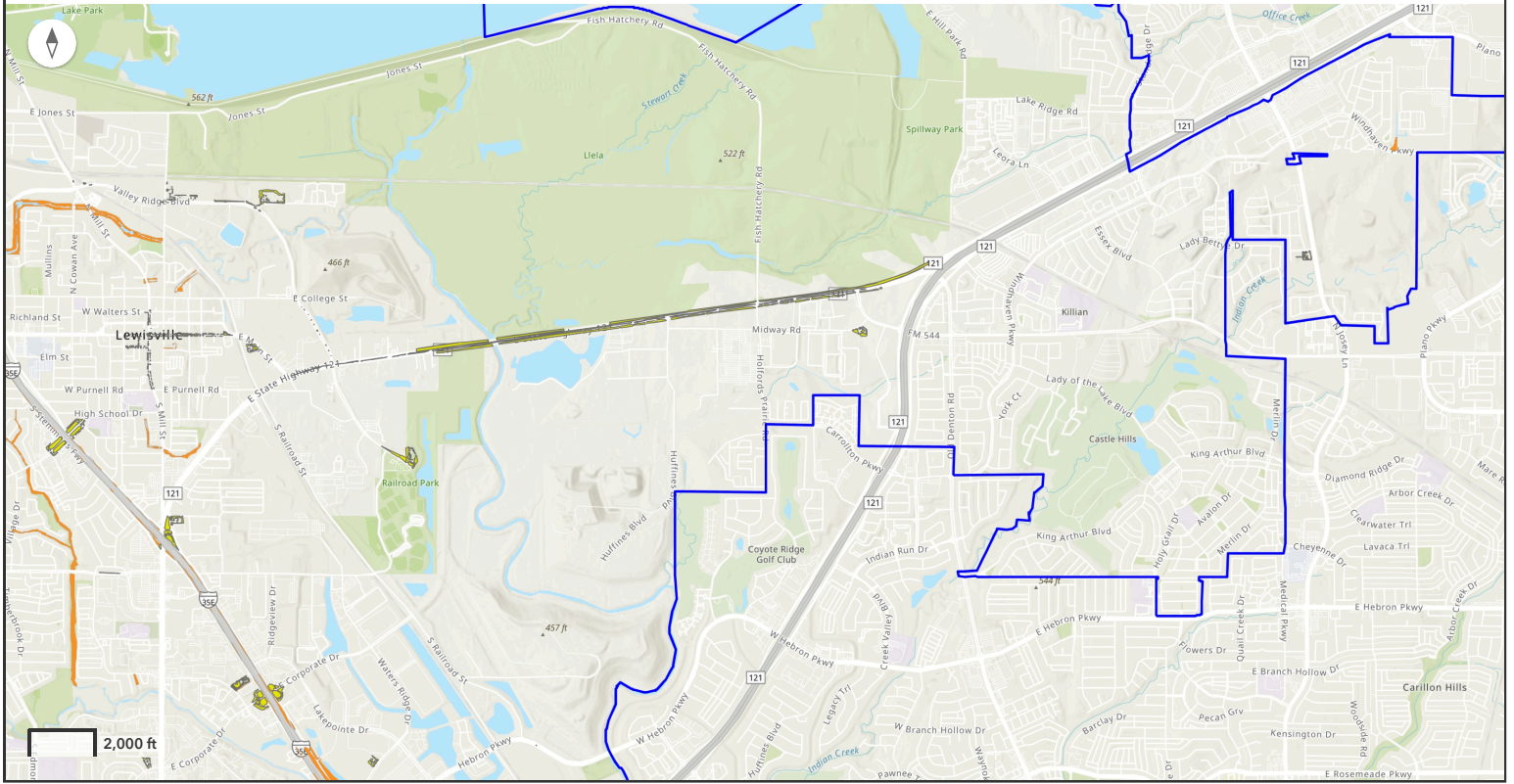
Mower



City Limits



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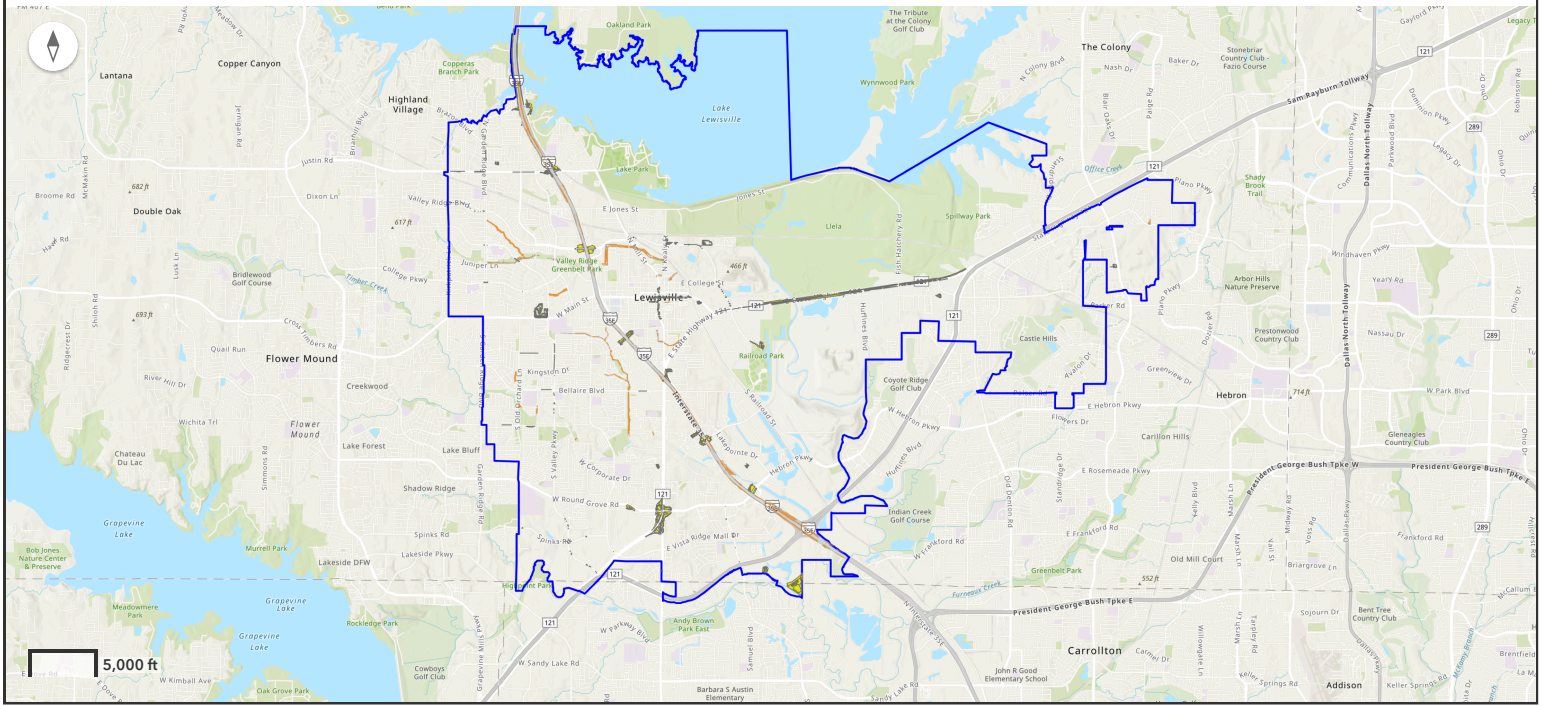
Mower



City Limits



Proposed Mowing Zones App



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Proposed mowing zones - Zone 4

Mower



Proposed mowing zones - Zone 5

Mower



Proposed mowing zones - Zone 7

Mower



Proposed mowing zones - Zone 8

Mower



Proposed mowing zones - Zone 9

Mower



City Limits





City of Lewisville

RFP #26-23-A

Mowing & Landscaping Services (Zones 4, 5, 7, 8 & 9)

Addendum No. 1

Questions from Bonfire

Question: Has the scope changed since the last bid, and what is the reason this is going out for bid?

Answer: The current contracts are expiring, so a new RFP is being issued with minor changes and updates to the scope to be clearer of the City's expectations.

Question: Can you please provide the most recent bid tabulation?

Answer: Yes. This has been uploaded to the Files section of Bonfire.

Question: Can the bidder bid on some zones and "No Bid" other zones?

Answer: Yes.

Question: Is there a bid bond for this contract?

Answer: No.

Question: [Vendor name and pricing redacted from this question.] Is it possible to submit a bid for chemical applications separately? Thank you for your time and consideration.

Answer: No.



Question: 1) In Primary Responses sheet / Item Column; where "Landscaped Bed Maintenance" is included, what does "40" represent in the "Quantity Required"?

Answer: 40 cycles.

Question: Hi Team Purchasing. When will all the questions and answers be posted on Bonfire for review?

Answer: Tuesday, November 18, 2025

Question: What are the expectations for tree care, other than the 8ft and 14ft clearance? Scope states remove dead limbs every mow cycle, and prune annually. Are you requiring mowing crews to climb trees to cut dead out of the trees?

Answer: No, we do not expect the crew(s) to be climbing trees. Mowers will identify and the Contractor's certified arborist will be the one to communicate, plan, and remove tree(s) limbs as needed, but must be approved by a City representative 72 hours prior to removal. Identifying and communication will be the key part in this issue.

The intent of the tree maintenance plan is to keep trees up to City code ordinance standards throughout the year. We recommend that any trees that are in the Contractor's service area be observed to keep up with City code ordinance. This also applies to landscape beds, medians, City facilities, parks, trails, right of ways, and alleys. Removing all dead tree limbs per cycle is expected (branches, twigs, etc.). Occasionally, we will have a large tree limb(s) that may need to be pruned or removed, at which the Contractor's certified arborist will advise and work with the City representative to come up with a plan of feasible action. This information can be found on page 12 of the Specifications under "Tree Maintenance", along with other subheadings in the Specifications labeled "Tree Maintenance".

Questions from Pre-Proposal Meeting on November 10, 2025

Question: Mulch and chemical applications are included in the per service price. Some occasions you don't do both. Would price change per service, or still charge per service price?

Answer: Mulch should be included in the price of the service line, as the Contractor is to do a one-time mulch installation for that line item and the Contractor must keep the mulch at a 2" (inch) minimum throughout the year. Chemical is charged separately, as it does not have to do



with mulch installation. Furthermore, the Contractor should take high consideration to include the cost of mulch in the price of each service line item.

Question: What are the biggest issues you've had with previous contractors?

Answer: Across all mowing contracts, some issues we've had over the years are grass blowing in street, impeding traffic, litter on highway, creek channels, and timeframe of completion. Completion days are the biggest priority.

Question: Are you looking for multiple contractors?

Answer: We are open to awarding more than one contractor.

Question: Regarding areas that bump up against houses, are there time constraints for noise?

Answer: Times would be from 7:00 am – sunset. See page 27 of the "01 – Specifications" document in the Files section of Bonfire.

Question: Is the construction on Main Street causing any issues with this contract?

Answer: No, this area is not part of our contract. TXDOT has to maintain that area.

Question: Are tractors currently being used for the creek channel?

Answer: Yes.

CITY OF LEWISVILLE						
PURCHASING DIVISION						
RFP # 23-08-A						
MOWING & LANDSCAPE SERVICES (Zones 7, 8, and 9)						
		Brightview Landscaping	Nico's Landscape	SRH Landscape	Yellowstone Landscape	Unicare Building Maintenance, Inc.
Committee Matrix Zones 7, 8, and 9		ZONES 7, 8, & 9	ZONES 7, 8, & 9	ZONES 7, 8, & 9	ZONES 7, 8, & 9	ZONES 7, 8, & 9
EQUIPMENT	30	23.33	0.00	18.33	23.00	16.33
PREVIOUS MUNICIPAL EXPERIENCE	15	3.67	3.67	12.00	14.00	7.00
MOWING CYCLE AND STAFFING PLAN	15	4.33	7.33	11.33	13.67	8.33
NUMBER OF DAYS TO COMPLETE A	10	4.00	8.33	8.67	9.00	7.67
PRICE	30	28.68	30.00	25.66	23.79	11.32
BONUS POINTS FOR FUEL EQUIPMENT		3.18				
TOTALS	100 POINTS	67.19	49.33	75.99	83.46	50.65

CITY OF LEWISVILLE
RFP # 25-50-A
MOWING & LANDSCAPE SERVICES (ZONES 4 & 5)

Committee Average

PRICE	30
EQUIPMENT	30
PREVIOUS MUNICIPAL EXPERIENCE	20
SAFETY TRAINING PROGRAM	10
NUMBER OF DAYS TO COMPLETE A MOWING CYCLE	10
BONUS POINTS FOR FUEL EQUIPMENT (5%, 10% OR 15%)	
TOTALS	100 POINTS

Envirogreen DFW
Dallas, TX

12.19
11.67
5.00
8.33
2.67
0.00
39.86

Freedom Commercial Services, LLC
Aubrey, TX

16.16
24.67
9.33
7.33
7.33
0.00
64.82

Good Earth Corp.
Dallas, TX

12.08
27.67
20.00
4.00
9.33
0.00
73.08

Incircle Management, Inc.
Westlake, TX

30.00
23.00
2.33
8.67
6.33
4.50
74.83

Reeder Landscape
Amarillo, TX

14.82
21.67
18.33
10.00
7.33
4.50
76.65

Platinum Outdoor Service
Richland Hills, TX

0.00
0.00
0.00
0.00
0.00
0.00
0.00

ZONE 4

PRICE	30
EQUIPMENT	30
PREVIOUS MUNICIPAL EXPERIENCE	20
SAFETY TRAINING PROGRAM	10
NUMBER OF DAYS TO COMPLETE A MOWING CYCLE	10
BONUS POINTS FOR FUEL EQUIPMENT (5%, 10% OR 15%)	
TOTALS	100 POINTS

8.12
11.67
5.00
8.33
2.67
0.00
35.79

16.72
24.67
9.33
7.33
7.33
0.00
65.38

8.87
27.67
20.00
4.00
9.33
0.00
69.87

30.00
23.00
2.33
8.67
6.33
4.50
74.83

13.82
21.67
18.33
10.00
7.33
4.50
75.65

0.00
0.00
0.00
0.00
0.00
0.00
0.00

ZONE 5

PRICE	30
EQUIPMENT	30
PREVIOUS MUNICIPAL EXPERIENCE	20
SAFETY TRAINING PROGRAM	10
NUMBER OF DAYS TO COMPLETE A MOWING CYCLE	10
BONUS POINTS FOR FUEL EQUIPMENT (5%, 10% OR 15%)	
TOTALS	100 POINTS

16.26
11.67
5.00
8.33
2.67
0.00
43.93

15.59
24.67
9.33
7.33
7.33
0.00
64.25

15.28
27.67
20.00
4.00
9.33
0.00
76.28

30.00
23.00
2.33
8.67
6.33
4.50
74.83

15.81
21.67
18.33
10.00
7.33
4.50
77.64

0.00
0.00
0.00
0.00
0.00
0.00
0.00

Markup on Materials

1.25%

15%

50%

10%

15%

20%

Bonus points for alternative fuel = 15%

Bonus points for alternative fuel = 15%

**CITY OF LEWISVILLE
PRE-PROPOSAL
RFP #26-23-A Pre-Proposal Meeting
1:00 P.M., Monday, November 10, 2025**

	NAME (PRINT)	COMPANY	PHONE NUMBER	EMAIL ADDRESS
1	Janine Carpenter <i>JJC</i>	City of Lewisville	972-219-3766	jcarpenter@cityoflewisville.com
2	Chris Lewis <i>ML</i>	City of Lewisville	972-219-5315	clewis@cityoflewisville.com
3	Chris Jones <i>CJ</i>	City of Lewisville	972-219-3689	cjones@cityoflewisville.com
4	AARON SOLIS	CITY OF LEWISVILLE	972-4115	asolis@cityoflewisville.com
5	Bruce McDonald	YELLOWSTONE LANDSCAPE	469-682-0986	bmcDonald@yellowstonelandscape.com
6	Luis Garcia	YELLOWSTONE LANDSCAPE	979-201-0233	lgarcia@yellowstonelandscape.com
7	Ken Lee	Green World Care	832-494-8382	ken@greenworldcare.com
8	Brett Wilson	NOVA LS	254-718-1721	BrettW@Novas.com
9	Brandon Hennigan	SRM Landscapes, LLC	972-804-4868	bhennigan@SRMTREES.COM
10				
11				
12				
13				
14				
15				