

## **Solicitation 1710-002**

### **Vitruvian Landscape Maintenance**

#### **Bid Designation: Regional**



**Town of Addison**

## Bid 1710-002

### Vitruvian Landscape Maintenance

Bid Number 1710-002  
 Bid Title Vitruvian Landscape Maintenance

Bid Start Date Jan 15, 2018 4:27:29 PM CST  
 Bid End Date Feb 15, 2018 2:00:00 PM CST  
 Question & Answer End Date Feb 12, 2018 12:00:00 PM CST

Bid Contact Wil Newcomer  
 Purchasing Manager

Bid Contact Michele Womack  
 Accounting Specialist  
 Finance

Contract Duration 1 year  
 Contract Renewal 5 annual renewals  
 Prices Good for 1 year  
 Pre-Bid Conference Jan 31, 2018 9:00:00 AM CST  
 Attendance is optional  
 Location: Town of Addison Service Center  
 16801 Westgrove Dr., Addison, TX 75001

Bid Comments **Landscape Maintenance -**  
**Vitruvian Way Medians, Vitruvian Development Savoye 1 Streetscape and Park Rd.**  
**Right-of-way and Parking Lot Island, Vitruvian Development Savoye 2 Streetscape, Vitruvian Development**  
**Fiori Streetscape and Related Areas, Spring Valley Rd./Loos Right-Of-Way, Spring Valley Rd. Medians,**  
**Redding Trail Connector, and George W. Bush Elementary School**  
**Provide the highest quality turnkey professional landscape and irrigation maintenance at the specified**  
**locations while strictly adhering to the bid specifications. All work to be performed within the scope of**  
**these specifications shall be strictly managed, executed and performed by experienced personnel using**  
**only sound horticultural and irrigation practices. Take special note of the designation of Organic Only Areas**  
**and the 'Alternates' for the use of organic products specified for the maintenance of all the properties, not**  
**designated as organic only, in this bid.**

#### Item Response Form

Item 1710-002--01-01 - Vitruvian Way Medians  
 Quantity 1 month  
 Unit Price   
 Delivery Location **Town of Addison**  
Addison Service Center  
 16801 Westgrove Drive  
 Addison TX 75001

Qty 1

**Description**

Provide the turnkey professional maintenance of the Vitruvian Way Medians while strictly adhering to the bid specifications.

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Item 1710-002--01-02 - Savoye 1 Streetscape and Park Rd. ROW & Parking Lot

Quantity 1 month

Unit Price

Delivery Location **Town of Addison**

Addison Service Center

16801 Westgrove Drive

Addison TX 75001

Qty 1

**Description**

Provide the turnkey professional maintenance of the Savoye 1 Streetscape and the Park Rd. ROW and Parking Lot Island while strictly adhering to the bid specifications.

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Item 1710-002--01-03 - Savoye 2 Streetscape

Quantity 1 month

Unit Price

Delivery Location **Town of Addison**

Addison Service Center

16801 Westgrove Drive

Addison TX 75001

Qty 1

**Description**

Provide the turnkey professional maintenance of the Savoye 2 Streetscape while strictly adhering to the bid specifications.

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Item 1710-002--01-04 - Fiori Streetscape

Quantity 1 month

Unit Price

Delivery Location **Town of Addison**

Addison Service Center

16801 Westgrove Drive

Addison TX 75001

Qty 1

**Description**

Provide the turnkey professional maintenance of the Fiori Streetscape while strictly adhering to the bid specifications.

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Item 1710-002--01-05 - Spring Valley Rd./Loos ROW

Quantity 1 month

Unit Price

Delivery Location **Town of Addison**

Addison Service Center

16801 Westgrove Drive

Addison TX 75001

Qty 1

**Description**

Provide the turnkey professional maintenance of the Spring Valley Rd./Loos ROW while strictly adhering to the bid specifications.

Item **1710-002--01-06 - Spring Valley Rd. Medians**

Quantity **1 month**

Unit Price

Delivery Location **Town of Addison**

Addison Service Center

16801 Westgrove Drive

Addison TX 75001

Qty 1

**Description**

Provide the turnkey professional maintenance of the stipulated Spring Valley Rd. Medians while strictly adhering to the bid specifications.

Item **1710-002--01-07 - Redding Trail Connector**

Quantity **1 month**

Unit Price

Delivery Location **Town of Addison**

Addison Service Center

16801 Westgrove Drive

Addison TX 75001

Qty 1

**Description**

Provide the turnkey professional maintenance of the Redding Trail Connector while strictly adhering to the bid specifications.

Item **1710-002--01-08 - George W. Bush Elementary School**

Quantity **1 month**

Unit Price

Delivery Location **Town of Addison**

Addison Service Center

16801 Westgrove Drive

Addison TX 75001

Qty 1

**Description**

Provide the turnkey professional maintenance of the George W. Bush Elementary School site while strictly adhering to the bid specifications.

Item **1710-002--01-09 - Hourly Rate - Irrigation**

Quantity **1 hour**

Unit Price

Delivery Location **Town of Addison**

Addison Service Center

16801 Westgrove Drive

Addison TX 75001

Qty 1

**Description**

Provide an hourly rate for irrigation repairs that are not included in the bid specifications' scope of services.

Item **1710-002--01-10 - Hourly Rate - Irrigation**

Quantity **1 hour**

Unit Price

Delivery Location **Town of Addison**

Addison Service Center

16801 Westgrove Drive

Addison TX 75001

Qty 1

**Description**

Provide an hourly rate for irrigation repairs not included in the scope of services outlined in the bid specifications.

Item **1710-002--01-11 - Irrigation Parts Mark-Up**

Quantity **1 parcel**

Unit Price

Delivery Location **Town of Addison**

Addison Service Center

16801 Westgrove Drive

Addison TX 75001

Qty 1

**Description**

Provide a percentage mark-up on irrigation parts used for repairs not included in the scope of services outlined in the bid specifications.

Item **1710-002--01-12 - Vitruvian Park & Development Leaf & Acorn Removal**

Quantity **1 each**

Unit Price

Delivery Location **Town of Addison**

Addison Service Center

16801 Westgrove Drive

Addison TX 75001

Qty 1

**Description**

Provide a line item cost for a one time visit to remove leaves and acorns at Vitruvian Park and the entire Vitruvian Development only while adhering to the bid specifications.

Item **1710-002--01-13 - Leaf & Acorn Removal on Remainder of Properties**

Quantity **1 each**

Unit Price

Delivery Location **Town of Addison**

Addison Service Center

16801 Westgrove Drive

Addison TX 75001

Qty 1

**Description**

Provide a line item cost for a one time visit to remove leaves and acorns on all the properties within the bid other than Vitruvian Park and the Vitruvian development while adhering to the bid specifications..

Item **1710-002--01-14 - Alternate - Use of Organic Products**

Quantity **1 month**

Unit Price

Delivery Location

**Town of Addison**

Addison Service Center

16801 Westgrove Drive

Addison TX 75001

**Qty 1**

**Description**

Provide a monthly cost to utilize the organic products specified within the bid specifications for the maintenance of all the properties not designated as organic only.



**FINANCE DEPARTMENT / PURCHASING DIVISION** 5350 Belt Line Road  
(972) 450-7071 – Facsimile (972) 450-7074 Post Office Box 9010 Addison, Texas 75001

## INVITATION TO BID

The Town of Addison is accepting bids from all interested parties for

**Bid No:** 1710-002

**Bid Name:** Landscape Maintenance – Vitruvian Way Medians, Vitruvian Development Savoye 1 Streetscape and Park Rd. Right-of-way and Parking Lot Island, Vitruvian Development Savoye 2 Streetscape, Vitruvian Development Fiori Streetscape and Related Areas, Spring Valley Rd./Loos Right-Of-Way, Spring Valley Rd. Medians, Redding Trail Connector, and George W. Bush Elementary School

**Voluntary**

**Pre- Bid:** Wednesday, January 31, 2018 at 9:00 a.m.  
Town of Addison Service Center  
16801 Westgrove Dr., Addison, Texas 75001

**Bid Closing:** Thursday, February 15, 2018 at 2:00 p.m.  
Finance Department  
Town of Addison  
5350 Belt Line  
Dallas, Texas 75254

### SCOPE OF WORK:

The work involves providing the highest quality turnkey professional landscape and irrigation maintenance at the specified locations while strictly adhering to the bid specifications. All work to be performed within the scope of these specifications shall be strictly managed, executed and performed by experienced personnel using only sound horticultural and irrigation practices.

***Take special note of the designation of Organic Only Areas and the 'Alternates' for the use of the organic products specified for the maintenance of all the properties, not designated as organic only, in this bid.***

Since Bidsync.com maintains the vendor files for the Town of Addison, bidders do not need to notify the Town if they do not intend to bid on this project. For vendors that would like to be removed from the bidder's list, please notify the Town of Addison in writing.

Please pay particular attention to Receipt and Preparation of the bid.

Questions concerning the bidding process shall be posted through BidSync. Questions will be answered in a timely manner. All participating vendors will be able to see all answers.

**TOWN OF ADDISON PARKS DEPARTMENT  
- LANDSCAPE MAINTENANCE -**

**Vitruvian Way Medians, Vitruvian Development Savoye 1 Streetscape and Park Rd.  
Right-of-way and Parking Lot Island, Vitruvian Development Savoye 2 Streetscape, Vitruvian Development  
Fiori Streetscape and Related Areas, Spring Valley Rd./Loos Right-Of-Way, Spring Valley Rd. Medians,  
Redding Trail Connector, and George W. Bush Elementary School  
Bid 1710-002**

**PART1 - GENERAL**

**1.1 STATEMENT OF INTENT**

The Maintenance Contractor is hereby made aware that both the Owner and the Contractor require that the landscape and irrigation maintenance at these sites shall be of the highest quality. All work to be performed within the scope of these specifications shall be strictly managed, executed and performed by experienced personnel using only sound horticultural and irrigation practices. The elementary school site shall require the use of IPM pesticides/herbicides and proper notification in adherence to Structural Pest Control Board (SPCB) and Dallas Independent School District (DISD) requirements.

*Take special note of the designation of Organic Only Areas and the 'Alternates' for the use of the organic products specified for the maintenance of all the properties, not designated as organic only, in this bid.*

**1.2 SCOPE OF WORK**

- A. The Landscape and Irrigation Maintenance specifications shall include the complete care as defined within these specifications of all planted trees, shrubs, turf, groundcover, annuals, perennials, and irrigation within the limits of work for the following general areas: (See the Attached Addison Street Map)
1. **Vitruvian Way Medians** – Approximately 0.83 acres of groundcover and trees on the islands in the middle of Vitruvian Way between Spring Valley Rd. and Marsh Ln.
  2. **Savoye 1 Streetscape and Park Rd. Right-of-way and Parking Lot Island** – Trees and plantings in the streetscape along the west side of Ponte Ave. and north of the bridge, the south side of Vitruvian Way west of Ponte Ave., the west side of Park Rd. and the island in the Park Rd. parking lot. All these locations are on the east, west, south, and north sides of the Vitruvian Development Savoye 1 building.
  3. **Savoye 2 Streetscape** – Trees and plantings in the streetscape along the east side of Ponte Ave. and north of the bridge, and the south side of Vitruvian Way east of Ponte Ave. All these locations are on the west and north sides of the Vitruvian Development Savoye 2 building.
  4. **Fiori Streetscape** – Trees and plantings in the streetscape along the north, south, and east sides of the Fiori building. Also included are the streetscape trees and plantings along the east side of Vitruvian Way from the Fiori building to the plaza at Spring Valley Rd. plus the trees, turf, and plantings on the east side of Bella Ln. from approximately the midpoint of the block wall to the Bella Ln. bridge and from south of the bridge to the water well housing with the aerial structure and the associated components.
  5. **Spring Valley Rd./Loos Right-Of-Way** – Rights-of-way streetscape trees and turf along both the north and south sides of Spring Valley Rd. from the Redding Trail Extension to Woodway Dr. on the north side and from the fire station just east of Vitruvian Way to the shopping center on the south side. The plazas at the southeast and southwest corners of the intersection of Spring Valley Rd. and Vitruvian Way are to be included.
  6. **Spring Valley Rd. Medians** – Trees, turf, and beds on the medians in the middle of Spring Valley Rd. from Woodway Dr. to the end of the first median east of Vitruvian Way.
  7. **Redding Trail Connector** – Approximately 1.93 acres of trees, turf and beds along the pedestrian trail between Spring Valley Rd. and the 90-degree bend at the intersection of the Easement Extension trail and the Les Lacs Linear Park Phase 3 Jogging Trail at the far northwest corner of the Greenhill School property. The north end of the trail connector is also the location of the 'Alphabet D' cream colored metal sculpture.
  8. **George W. Bush Elementary School \*Designated Organic Only Property\*** – Approximately 7.6 acres on the north side of Spring Valley Rd. and due north of Vitruvian Way bounded by the Dallas Independent School District Loos Athletic Complex to the west, the Oncor electrical transmission easement with the Redding Trail Connector to the east, Spring Valley Rd. right-of-way to the south, and the Les Lacs Linear Park Phase 3 Jogging Trail to the north.



**NOTE: MAJOR PRUNING, CANOPY THINNING AND RAISING, ARE INCLUDED IN THE SCOPE OF SERVICES FOR THIS CONTRACT.**

**NOTE: MAJOR LEAF AND ACORN REMOVAL IS INCLUDED IN THE SCOPE OF SERVICES FOR THIS CONTRACT.** Reference Section 3.96 'Leaf And Acorn Removal'.

**NOTE: Line item pricing for certain aspects of this bid will be requested. Such pricing will be used to determine monetary payments for additional work requested by the owner and performed by the contractor or for monetary deduction of work not performed by the contractor.**

- B. The Contractor shall provide all materials, equipment and labor required and/or inferred to perform all tasks identified within these specifications.
- C. The work under this contract includes, but is not limited to, watering, fertilization, pruning, spraying of pesticides, weeding, herbicide applications, bed cultivation, edge trenching, mowing, edging, line trimming, irrigation checks and repairs in all landscape areas listed in section 1.2 – A. above, litter removal (*including pet waste*) and emptying and relining of trash cans, aeration of all turf areas once during the growing except for the turf areas behind the elementary school which shall require this task to be performed three (3) times, and major leaf/acorn removal.
- D. The successful bidder shall quote firm prices that shall prevail throughout the entire term of the agreement. This landscape maintenance contract is for a one-year period and shall commence at contract award and ends 365 calendar days from award of the contract with options to renew for five (5) additional one-year periods under the same terms and conditions.

### 1.3 GUARANTEE

- A. The Contractor shall replace, at the Contractor's expense, all plant material, that, in the opinion of the Owner, fails to maintain a healthy, vigorous condition as a result of the Contractor's negligence or failure to perform the work specified herein.
- B. It is the responsibility of the Contractor to notify the Town of Addison Parks Department of any conditions beyond the control of the Contractor or scope of work of these specifications that may result in the damage and/or loss of plant material. This responsibility includes, but is not limited to, notifying the owner of the following:
  - 1. Damage by others to the irrigation system and/or landscaping.
  - 2. Vandalism and/or other abuse of the property that results in damage to the plant material.
  - 3. Areas of the site that continually hold water or are excessively wet.
  - 4. Areas of the site that appear too dry.

**(Note: The contractor shall be responsible for notifying the Town of Addison Parks Department verbally immediately upon observation, and in writing on a weekly basis of conditions where the site is either too wet or too dry. This shall also apply to damaged irrigation, vandalism or graffiti.)**

The Contractor shall list any such items on the Landscape Management Report, along with recommended solutions and related costs. Failure of the Contractor to report such items shall cause the Contractor to incur full responsibility and cost for repair of such items. A copy of the required Landscape Management Report is included with these specifications.

### 1.4 SCHEDULING

- A. Timing
  - 1. The Town of Addison shall determine scheduling of maintenance visits based upon input from the Contractor and school personnel. The Town of Addison shall be contacted forty-eight (48) hours ahead of time when service cannot be performed on schedule and an alternate time shall be determined.

**Note: Maintenance activities at the school shall be restricted to times when school is not in session.**

2. The Town of Addison may at any time request alterations to the general maintenance service provided that the Contractor can accomplish the request without additional equipment, labor or man-hours.

#### 1.5 LANDSCAPE MAINTENANCE INSPECTION

##### A. Monthly Inspections by the Contractor and the Town of Addison Representative

The Contractor shall be responsible for a monthly inspection of all the properties under the contract in the company of a Town of Addison designated representative and to review compliance with the specifications, identify problem areas, and to check for the performance of all items required and referred to in these specifications.

##### B. Landscape Maintenance Report

The Contractor shall be responsible for notifying the Town of Addison via the Landscape Maintenance Report of any problems. This signed worksheet must be delivered to the offices of the Town of Addison Parks Department within twenty-four (24) hours of the day of the maintenance. Faxed Copies with a signature are acceptable (Fax 972/450-2834). These forms are very important in protecting both the Owner and Contractor when discrepancies or any issues arise. Any items not called to the attention of the Owner that result in any damage to the property shall fall under the liability of the Contractor. The Contractor shall use the form provided in this specification.

##### C. Frequency Chart

All items listed on the Maintenance Frequency Chart must be executed as specified unless an alternate schedule is approved by the Town in writing. If the Contractor does not perform any item listed, that item shall then be deducted from that month's billing.

#### 1.6 ADDITIONAL REQUIRED CONTRACTOR REPORTING

##### A. Pesticide Application Reports

Written notification to the Town of Addison and posting of Chemical Application, by law, must occur within forty-eight (48) hours prior to application for all properties other than the elementary school. Any application to be performed on school property must be submitted to the Town of Addison, the designated elementary School Representative, and the DISD Integrated Pest Management (IPM) Coordinator within a minimum of forty-eight (48) hours prior to the application. All such notifications must conform to the State of Texas Structural Pest Control Board (SPCB) requirements.

All applications on school property must adhere to State of Texas Integrated Pest Management (IPM) best practices and adhere to all SPCB regulations and standards.

Applications on school property shall be confined to certain times of the day and/or week. ***Applications shall be required after school hours, when school is not in session, or on weekends.*** Timing of applications must receive prior authorization from the Town of Addison, DISD IPM Coordinator, and School Representative.

A completed Chemical Application Report shall be submitted to the Town within twenty-four (24) hours following all pesticide or fertilizer applications. This report shall contain pertinent weather conditions, exact time of application, chemicals and dilution rates used, MSDS sheets, as well as, the signature of the Applicator involved. Only current SPCB forms shall be used for such reporting.

Pesticide applications shall comply with all laws and regulations of the State of Texas Structural Pest Control Board (SPCB), and DISD requirements.

For fertilization reporting, always include the total number of pounds of fertilizer applied and indicate an approximate percentage of completion, if activity is not completed within a single day.

B. Irrigation Reports

All irrigation system inspections shall include an Irrigation Report submitted to the Town of Addison within twenty-four (24) hours following the completion of each inspection. This report shall contain the following information:

1. Inspection date and duration, in time, of the inspection.
2. List by controller and zone number the type of repairs made and/or problems found.
3. Status of controller program after completion (on, off, rain mode, etc.). ***All controller programming shall be done by and coordinated through a Town of Addison Parks Irrigation Technician.***
4. Repairs or replacements performed due to Contractor damage.

C. Required Notifications

The Contractor shall notify the Town of Addison in writing at least forty-eight (48) hours in advance of the performance of the following activities:

1. Pesticide, herbicide, fungicide, or fertilizer applications.
2. Irrigation system inspections.

The Contractor shall also notify to the Town of Addison, the DISD IPM Coordinator and School Representative in writing at least forty-eight (48) hours in advance of the performance of the following activities on school property:

1. Pesticide, herbicide, fungicide, or fertilizer applications.

D. Situations requiring immediate notification to the Town of Addison by the Contractor include:

- I. All situations concerning safety, health, or property damages.
2. All situations involving issues with electric or water utilities where an immediate response is needed.
3. Changes to the Contractor's schedule.
4. Breaks in the irrigation system mainline piping, hung valves, etc. where water is continually running.

1.7 CONTRACTOR'S GENERAL PERFORMANCE

A. Personnel Requirements

1. All maintenance personnel shall be uniformed and neat in appearance.
2. It is mandatory that an English-speaking Foreman be present on site at all times.
3. Appropriate safety equipment shall be utilized at all times.
4. All lunch and break periods taken by maintenance personnel shall be within areas approved by the Town. Litter is to be removed and no loud or inappropriate music shall be allowed.
5. While on site, all personnel must behave in a professional manner
6. If during school hours, while present on the school site, the Foreman or Applicator must check in at

the school office upon arrival and then back out upon leaving. The Foreman must also supply the number, names, and IDs of the workers that will be on campus.

7. The Contractor shall have emergency response personnel available 24 hours a day, seven days a week. Contractor shall provide Owner with "after hours" contact names and numbers.

B. Maintenance and Support Equipment

- I. Only the appropriate equipment, in proper working order and properly maintained, shall be utilized for maintenance operations.
2. Repair, servicing, or fueling of equipment is not permitted within landscaped areas.
3. Equipment shall be operated in a safe and effective manner at all times.
4. Do not operate equipment within close proximity to pedestrians, cyclists, pets, or wildlife.
5. Mower blades shall be sharp and set to the proper heights.

## PART 2 - PRODUCTS

### 2.1 FERTILIZER:

1. See section 3.3 below.

### 2.2 HERBICIDES

A. Weed control in turf areas, ornamental beds, and mulched areas shall include:

1. Post-emergent weed control: As needed.  
**Note: 'Roundup' and other glyphosates type products shall not be allowed under this contract.**
2. Pre-emergent weed control: The Contractor shall control weeds with a year-round pre-emergent program to be applied a minimum of two times per year. See Section 3.6 A. for specified products.
3. Pre-emergent applications shall not be combined with fertilization unless approved by the Town of Addison.
4. All herbicides must be approved well in advance for use on school property by the Town of Addison and additionally by the DISD IPM coordinator and School Representative.
5. ***All herbicides for the school property shall be applied only when students and staff are not present and must strictly adhere to SPCB guidelines and requirements.***
6. Of the utmost importance in selection of products to be utilized is the aroma during applications and the visual evidence of product application afterwards.

### 2.3 PESTICIDES/FUNGICIDES

- A. Provide as needed for the safe control of insect and/or disease problems. This shall include preventative applications.
- B. All products must be approved well in advance for use on school property by the Town of Addison, and additionally by the DISD IPM coordinator and School Representative.
- C. ***All pesticides for the school property shall be applied only when students and staff are not present and must adhere to all SPCB IPM guidelines.***

- D. Of the utmost importance in selection of products to be utilized is the aroma during applications and the visual evidence of product application afterwards.

## 2.4 MULCH

- A. Landscape Beds and Tree Wells: Twice ground premium grade shredded hardwood bark mulch as supplied by Living Earth Technology Co., or approved equal. Apply as often as necessary to **maintain mulch at minimum three (3) inches thick at all times.** **The Town of Addison shall inspect the quality of the mulch prior to distribution.**
- B. Trenching of curbs and sidewalks prior to mulching shall take place to provide a minimum 1" lip for mulch retention.

## PART 3 - EXECUTION

### 3.1 NOTIFICATION/REPORTING

- A. Notification for applications of herbicides, pesticides, fungicides, fertilizers, etc., shall be required.
  - 1. George Bush Elementary School
    - a. Forms which are to be used shall comply with current SPCB and DISD standards. Posting shall take place on fencing both on the east and west sides of the school along with the appropriate paper forms filled out by the Contractor taped to the front doors of the building. All posting shall comply with SPCB, DISD, and Town of Addison requirements. Advance notice of a minimum of forty-eight (48) hours must be provided.
  - 2. Savoye 1 & 2, Fiori & related areas, Redding Trail connector, Vitruvian Way medians
    - a. Notice of application must be provided at all other locations per current SPCB guidelines and requirements. Application signage must be provided at the time of the application either notifying the general public of re-entry times or to stay off until dry depending on the product being utilized.
  - 3. SPCB and DISD Requirements
    - a. A schedule of applications must be provided to the DISD IPM coordinator and to the Town of Addison per SPCB requirements.
    - b. All notices of applications must be provided at least forty-eight (48) hours in advance.
    - c. Proof of valid current licensing by all applicators must be provided.
    - d. All trucks providing applications must adhere to current SPCB requirements and have licensing numbers and company logo clearly displayed.

### 3.2 IRRIGATION SYSTEM AND WATERING

- A. Irrigation System Inspection and Maintenance:
  - 1. Inspection by the Town's representative and the contractor's **licensed irrigation technician(s)** shall be performed on all zones of irrigation in accordance with the schedule of activities on the school property. Controllers shall be operated and a visual inspection performed to verify proper operation of all system components under this contract.
  - 2. Maintenance and repair activities to be performed as needed include:
    - a. Head height adjustments.
    - b. Head and/or riser repair, including nipples, and replacements.
    - c. Unclogging, adjustment, and replacement of nozzles.
    - d. Adjustments to flow control devices on electric valves

- e. Replacement of damaged and missing valve boxes and/or covers and lids.
  - f. Adjustments to irrigation controller settings or programs (coordinated with the Town).
  - g. Elimination of any pests such as ants, spiders, geckos, or mice from controller cabinets and/or valve, DCA and meter boxes.
  - h. Repair of lateral lines, drip lines, and fittings within confines of maintenance areas.
  - i. Repair of mainline piping, valves, and wiring not outlined in 'a-h' above based upon a time and materials basis. **Note: No mark up of wholesale prices of materials is allowed. – SEE BID FORM to supply hourly rate.**
- 3. Only irrigation repairs of the highest quality shall be accepted. This includes renovation of disturbed landscape/turf areas to their existing or better condition.
  - 4. Repairs found to be needed outside the scope of the specified inspection, maintenance, and repairs shall be reported to the Town of Addison immediately. A cost estimate for such repairs must be supplied to the Town's representative for approval prior to commencement of work. Such work will be paid for at the hourly rate and the mark-up percentage on parts, based upon wholesale pricing, to be supplied with this bid.
  - 6. All damages to irrigation system components caused by the Contractor's operations shall be repaired immediately at his own cost.
  - 7. All damages to other components, such as lighting, or landscapes caused by the Contractor's operations shall be repaired within seventy-two (72) hours at no cost to the owner.
  - 8. All irrigation repair work must be performed by an individual currently licensed in the State of Texas as a repair technician or irrigator within forty-eight (48) hours of an inspection.
  - 9. All repairs and products shall conform with the current Town of Addison Irrigation Specifications.
  - 10. All irrigation repairs shall be inspected by one of the Town's Irrigation Technicians prior to backfilling.

**B. Irrigation System - Controller Programming:**

- 1. The Contractor shall make recommendations for controller programming as conditions warrant.
- 2. Controller programs shall take into consideration specific site conditions as well as seasonal needs and anticipated weather conditions along with adhering to any water restrictions.
- 3. Landscape areas should receive a minimum of one (1) inch of water, including rain, per week.
- 4. The Contractor shall provide the Owner with written documentation of the initial irrigation program and updating of this program when changes are needing to be made.
- 5. The Contractor is responsible for coordinating, with the Town of Addison representative, all required manual operations of irrigation controllers, such as turning off controllers prior to freezing or rainy periods, as well as the adjustments required in conjunction with chemical and fertilizer applications. A rainy period is defined as one (1) day of continuous rain or one inch (1") of rainfall within 24 hours, and freezing conditions shall be actual or forecasted temperatures of 35 degrees or less.

**C. Plant Material & Tree Watering:**

- 1. Hand water as needed. Water those trees and/or plantings showing heat or drought stress. Be alert to over watering and discontinue applications if required.
- 2. Areas needing supplemental hand watering due to irrigation malfunction or extreme drought conditions shall be watered by the Contractor on an as needed basis to maintain plant health and vigor.

D. Turf, Shrub, Perennial, and Groundcover Automatic Watering:

1. Monitor and notify the Town's representative, in writing, of needed adjustments.

3.3 FERTILIZER

A. Trees:

1. **Designated Standard Properties:** Fertilize all trees two (2) times per year in September and again in March according to the following specifications:
  - a. One 40-pound bag of ARBOR-GREEN fertilizer, as manufactured by Davey Tree, per 200 gallons of water,
  - b. One gallon of Chelated Micro-Mix, as manufactured by Lesco, Inc., per 200 gallons of water.
  - c. The two products shall be mixed together in a tank no smaller than 200-gallon capacity. The tank shall have mechanical agitation. The pump shall be able to supply a minimum operating pressure of 150 psi.
  - d. The solution shall be applied to the trees at a rate of one gallon per caliper inch. Injections shall be made every 36" equally spaced around the drip line of the tree or according to the manufacturer recommendations.
2. **Designated Organic Properties:** Fertilize all trees two (2) times per year in September and again in March according to the following specifications:  
Per 100 gallons of water
  - a. Add two Gallons of MicroLife Bio-Matrix 7-1-2 liquid organic fertilizer concentrate.
  - b. Add one 6 oz. package of Rhizanova Endo-Ecto Mycorrhizal inoculant
  - c. The two products shall be mixed together in a tank no smaller than 200-gallon capacity. The tank shall have an agitation system. The pump shall be able to supply a minimum operating pressure of 150 psi.
  - d. The solution shall be applied to the trees at a rate of five gallon per caliper inch. Injections shall be made every 30" equally spaced around the drip line of the tree or according to the manufacturer recommendations.

B. Shrubs, perennials, and Groundcover:

1. **Designated Standard Properties:** Fertilize in April, June and September. The contractor shall use Lesco brand fertilizer or its equivalent that has a 21-0-0 element percentage with a minimum 7% sulfur and 4% iron plus trace elements applied at 1.0 pound of actual nitrogen per 1,000 square feet of application. The nitrogen source shall be a minimum of 50% slow release urea formaldehyde (UF), sulfur coated urea (SCU), or other slow release method/coating approved by the Town's representative. If requested, the Contractor shall return empty bags of fertilizer to verify quantities applied. **Fertilizer ratios are subject to change and shall be pre-approved by the Town of Addison Parks Department in advance.**
2. **Designated Organic Properties:** Fertilize in April, June and September. The contractor shall use MicroLife Ultimate 8-4-6 or approved equal. Apply at rate of 30 lb. per square feet of bed area. If requested, the Contractor shall return empty bags of fertilizer to verify quantities applied. **Fertilizer ratios are subject to change and shall be pre-approved by the Town of Addison Parks Department.**

C. Turf

1. **Designated Standard Properties:** Fertilize the first part of April, mid-June, and the first part of September with a nitrogen only fertilizer with iron and sulfur at 1.0 pounds of actual nitrogen per 1,000 square feet of application. The Nitrogen source shall be at least 50% slow release urea formaldehyde (UF), sulfur coated urea (SCU), or other slow release method/coating approved by the Town's representative. **Fertilizer ratios are subject to change and shall be pre-approved by the Town of Addison Parks Department in advance.**

2. **Designated Organic Properties:** Fertilize the first part of April, mid-June, and the first part of September with MicroLife Hybrid or approved equal fertilizer with a 20-0-5 ratio at 6 pounds of fertilizer per 1,000 SF of lawn area. **Fertilizer ratios are subject to change and shall be pre-approved by the Town of Addison Parks Department.**

### 3.4 PRUNING

#### A. Shade and Ornamental Trees:

1. Tree Care Pruning: Winter pruning shall be done during the months of December and January and possibly into February. Depending upon the temperatures, this time frame may vary. During winter pruning, the contractor shall remove all diseased, dead, or dying branches. Additionally, crossing branches not consistent with standard form, low hanging or broken limbs, limbs posing a safety hazard, and limbs promoting poor light and air penetration shall be removed/thinned by the contractor. Pruning may also need to occur to allow for dispersion of street lighting and for signage and/or building clearance. Ordinance requirements for clearances are 9' over sidewalks and 14' over streets.

**Note: Major thinning is a part of this contract.**

**Red Oaks and Live Oaks shall not be pruned during the months of March through May.**

Pruning techniques shall be in accordance with the latest edition of ***Tree Pruning Guidelines published by the International Society of Arboriculture and the American National Standards (A.N.S.I) A300 – Pruning Standards.***

Broken limbs, dead wood, suckers, water sprouts, and limbs contacting, in close proximity to, or coming into contact during stormy or windy conditions with lighting systems (light poles), regulatory signs, awnings, windows, balconies, any portions of the buildings, electrical lines, lighting systems, regulatory signs, etc., shall be removed as detected or when brought to the contractor's attention and such removal is authorized at any time. If such removals are on oaks during the months of March through May, a pruning paint approved by the Town's representative must be applied to all cuts greater than 1" in diameter immediately at the time of pruning.

2. When pruning, the Contractor shall make no flush cuts or apply pruning paint to cuts, except during the months of March through May on oaks only.

**Note: The Vitruvian developer wraps the Town owned trees in the park and streetscape starting in September with Christmas lights and removal will not begin until the first part of January. Pruning of the wrapped trees must take place immediately after removal of the lights.**

#### B. Shrubs and Roses:

1. Prune all shrubs and ground covers as needed to encourage healthy growth and to create a natural appearance based upon the plant's placement and growth habit. All roses shall be cut back by 1/3 in the middle of February of each year.

#### C. Groundcovers:

1. Trim edges of beds and any errant growth as needed during the growing season. **DO NOT** use line trimmers to trim groundcovers. **DO NOT** trim vertically. Cut at a 45-degree angle. Keep appropriate groundcovers 'topped' to promote lateral growth.

#### D. Perennials:

1. The perennials will require cutting back to encourage new growth. Coordinate this practice with the Town of Addison representative. Ornamental grasses will require pruning in late winter/early spring whereas other perennials may require earlier attention.



### 3.5 PESTICIDES

- A. **Designated Standard Properties:** Provide insect, fire ant and disease control on an as needed basis. Supply the Town with a minimum forty-eight (48) hour written notice prior to any applications. ***All pesticides for the school property shall be applied only when students and staff are not present and must adhere to all SPCB IPM guidelines.*** This most likely shall necessitate applications to be done late in the day or on weekends. All pesticides at the school location must receive prior approval by both the Town of Addison and the DISD IPM Coordinator and School Representative. Follow SPCB guidelines and post appropriately. **All pesticides shall be applied only by a current Texas Structural Pest Control licensed applicator.** Of the utmost importance in selection of products to be utilized is the aroma during applications and the visual evidence of product application afterwards.
- B. **Designated Organic Properties:** Provide insect, fire ant and disease control on an as needed basis. Supply the Town with a minimum forty-eight (48) hour written notice prior to any applications. Only Utilize products labeled as organic and containing natural products. Within thirty days of notice to proceed supply owner with the proposed list of organic insecticides for approval. Follow SPCB guidelines and post appropriately. Follow all label and manufacturer recommendations. **All pesticides shall be applied only by a current Texas Structural Pest Control licensed applicator.** Of the utmost importance in selection of products to be utilized is the aroma during applications and the visual evidence of product application afterwards. Pre-Approved Products include:
- Monterey Neem Oil 70%
  - Bacillus Thuringiensis
  - Orange Oil

### 3.6 HERBICIDES

Supply the Town with a minimum forty-eight (48) hour written notice prior to any applications. ***All herbicides for the school property shall be applied only when students and staff are not present and must adhere to all SPCB IPM guidelines.*** This most likely shall necessitate applications to be done late in the day or on weekends. All herbicides at this location must receive prior approval by both the Town of Addison and the DISD IPM Coordinator and School Representative. Follow SPCB Guidelines and post appropriately. **All Herbicides shall be applied only by a current Texas Structural Pest Control licensed applicator.** Of the utmost importance in selection of products to be utilized is the aroma during applications and the visual evidence of product application afterwards.

- A. Pre-emergent:
- Designated Standard Properties:** The Contractor shall control weeds with a year-round pre-emergent program that includes applications during March and September. Apply a liquid mix of **Gallery** for broadleaf weeds and **Barricade** for grassy weeds at the manufacturer's recommended rates. Substitution of other chemicals must be submitted for prior approval by the Town of Addison.
  - Designated Organic Properties:** The Contractor shall control weeds with a year-round pre-emergent program that includes applications during Early March and Late September. Apply corn gluten pre-emergent at the rate recommended by the manufacturer. Substitution of other chemicals must be submitted for approval by the Town of Addison.
- B. Post-emergent:
- Designated Standard Properties:** Apply post-emergent herbicides according to label instructions and as needed to control weeds in beds, lawns, crushed granite, pavers, curb lines, along chain link fencing, expansion joints, and mulched areas. All herbicides to be used must be approved by the Town of Addison. Applications made within twelve hours of predicted rainfall shall be subject to re-application at no additional expense to the Town.  
**Note: 'Roundup' and other glyphosates type products shall not be allowed under this contract.**
  - Designated Organic Properties:** Apply Mirimichi Green, or approved equal, post-emergent

herbicide according to label instructions and as needed to control weeds in beds, crushed granite, pavers, curb lines, expansion joints, along chain link fencing, and mulched areas. Apply AgraLawn, or approved equal, post-emergent herbicide according to label instructions and as needed to control weeds in lawns. All herbicides to be used must be approved by the Town of Addison. Applications made within twelve hours of predicted rainfall shall be subject to re-application at no additional expense to the Town.

- C. All liquid herbicide applications shall contain a water-soluble dye (blue or green) used in a strength adequate for visual verification. Care shall be taken to avoid excessive overspray of dyed solutions onto walks, curbs, walls, signs, or other features. Any overspray shall be removed from these areas immediately.
- D. All post-emergent herbicides shall be applied with a suitable surfactant additive mixed uniformly in solution.
- E. Use chemical and/or mechanical means to maintain all pavement lines, expansion joints, pavers, and cracks in a weed-free condition.

### 3.7 FIRE ANT CONTROL

#### A. **Designated Standard Properties:**

1. **Total control of fire ants is crucial and is of the utmost importance on the school grounds.**
2. All areas (including but not limited to beds, mulch areas and turf) shall receive one spring application of 'TopChoice' for fire ants.
3. A systematic approach of utilizing 'green' baits for fire control at the school will be discussed with the DISD IMP Coordinator and School Representative and implemented by the Contractor. Such products may include, but not be limited to, Amdro and Logic.
4. Use Ground Assault, or approved non-aromatic equal, for individual mound treatment on an as-needed basis, but only on school property with prior approval.  
Note: Injections may be deemed necessary if immediate control is needed, especially on school property.

#### B. **Designated Organic Properties:**

1. All areas (including but not limited to beds, mulch areas and turf) shall receive one spring application of 'Extinguish Plus', or approved equal.
2. Use 'Extinguish Plus' or other approved non-aromatic equal for individual mound treatment on an as-needed basis.

### 3.8 MULCHING/TRENCHING

- A. Vender shall install (3) inches of mulch within 30 days of notice to proceed. ***Mulch all shrub beds and tree wells as often as necessary to maintain a year-round minimum 3-inch depth of twice ground hardwood bark mulch.*** Mulch is to be spread such that none of the previously laid mulch is visible and shall be moistened at the time of placement to prevent wind displacement.

### 3.9 WEEDING/CULTIVATING

- A. Remove weeds as needed to maintain all areas in a weed free condition. Cultivate beds only prior to application of pre-emergent herbicide. **DO NOT** cultivate beds after pre-emergent herbicide has been applied.

### 3.91 LITTER CONTROL (*Includes Pet Waste*)

- A. The contractor shall be responsible for picking up trash (***including pet waste***) during each site visit. Trash receptacles on the school property and along trails, street corners, sidewalks, rest area, plazas, and rights-of-ways shall be emptied and relined with heavy duty and appropriately sized plastic bags during each visit.

### 3.92 MOWING

- A. The contractor shall be responsible for mowing the Spring Valley Rd./Loos rights-of-ways, Spring Valley

Rd. medians, Redding Trail connector, the Park Rd. right-of-way, portions of the Fiori site, and the George W. Bush elementary school approximately 35 times during the year.

- B. Mowing of all areas shall be done using mulching rotary-type mowers. Any excess grass clumps shall be removed after each mowing and all sidewalks, streets, etc. shall be blown clean.
- C. Note: Mowing is weather dependent and the number of mowings and/or frequency may be more or less than that in 'A' above.
- D. Exercise care when performing operations in close proximity to pedestrians, cyclists, pets, wildlife, etc.
- E. DO NOT mow during wet conditions to eliminate rutting and tracking.

### 3.93 TURF AERIFICATION

- A. All turf areas shall be aerated once during the growing season, except at the Bush Elementary School which shall receive a total of (3) aerations, utilizing core-type or shatter tine type units.
- B. When providing this service, the Contractor shall make a minimum of two (2) passes at 90 degrees to each other.
- C. The contractor shall flag all irrigation heads, valve boxes, and obstacles to prevent damage. Coordinate this activity with the Town's Irrigation Technicians.
- D. The Contractor is responsible for any damages that occur during this process.

### 3.94 NOISE ORDINANCE

- A. The Town of Addison Ordinances do not allow the starting or operation of any motorized equipment prior to 8:00 a.m. and after 5:00 p.m. during any day of the week. This statute will be strictly enforced and failure to comply may result in the issuance of citations.
- B. Work may begin at 7:00 a.m. and extend to 7:00 p.m. so long as no noise is created.

### 3.95 BLOWERS

- A. For the same reasons as stipulated in 4.2 A. above, the use of blowers is restricted from 8:00 a.m. to 5:00 p.m. during any day of the week. No variance will be made for these restrictions.
- B. ***Due to the sensitive nature of the Bush Elementary School and so as not to disturb the classrooms, the use of blowers shall be limited to times when school is not in session;*** typically, this will be after hours or on weekends.
- C. While in close proximity to residences, blowers must not be operated in the 'wide open' throttle position to lessen the noise created by their use.
- D. ***Do Not blow grass clippings, leaves, trash, or other debris into the storm sewer inlets or into the street at any time as this is a violation of Town of Addison Ordinance and is subject to fine. Blowing of such material into the waterways and fountains is also strictly forbidden.***

### 3.96 LEAF AND ACORN REMOVAL

- A. The contractor shall remove leaves, trash, debris and acorns from walks, lawns, and planting beds during each visit.
- B. **During heavy leaf drop:** For a minimum of three (3) times per week during the fall months for deciduous trees and spring months for Live Oaks, removal of the large volume leaf and/or acorn accumulations from roadways, walkways, and landscaped areas during times of high leaf/acorn drop shall be required within the Vitruvian development. In other areas, such service shall be provided a minimum of once (1) per week.

Typically, such leaf drop for deciduous trees begins the month of September and extends through the month of November and for Live Oaks during the months of March into May but all are climate dependent. Typically, acorn drop occurs during the fall months of September into November but this too is climate dependent.

**For the purpose of this bid, use ten (10) weeks as the number of weeks for deciduous tree major leaf and for acorn removal and six (6) weeks for Live Oak major leaf removal.**

**Note: Provide a unit cost per visit task for major leaf/acorn removal.** This will be used for billing purposes if the number of visits exceeds those listed above. See the line item in the bid to include this pricing.

- C. Accomplish leaf and acorn removals by mechanical means or gas-powered equipment. If blowers are utilized, do not run them under full power adjacent to residences. ***Use of blowers on elementary school property is restricted to times when school is not in session.***
- D. ***Do Not blow grass clippings, leaves, acorns, trash, or debris into the storm sewer inlets or into the street at any time as this is a violation of Town of Addison Ordinance and is subject to fine. Blowing of such material into the waterways and fountains is also strictly forbidden.***
- E. **Note: As a part of this bid, requests for line item pricing are provided for a per each visit for leaf and acorn removal. A line item will be provided for just Vitruvian Park and the Vitruvian development and a separate line item for all of the remaining sites under the contract.**

#### PART 4 - ALTERNATES

Provide alternate pricing for all the properties listed below to utilize organic maintenance as described under items listed as “Designated Organic Properties” in lieu of the “Standard Property” specifications above.

1. **Vitruvian Way Medians** – Approximately 0.83 acres of groundcover and trees on the islands in the middle of Vitruvian Way between Spring Valley Rd. and Marsh Ln.
2. **Savoye 1 Streetscape and Park Rd. Right-of-way and Parking Lot Island** – Trees and plantings in the streetscape along the west side of Ponte Ave. and north of the bridge, the south side of Vitruvian Way west of Ponte Ave., the west side of Park Rd. and the island in the Park Rd. parking lot. All these locations are on the east, west, south, and north sides of the Vitruvian Development Savoye 1 building.
3. **Savoye 2 Streetscape** – Trees and plantings in the streetscape along the east side of Ponte Ave. and north of the bridge, and the south side of Vitruvian Way east of Ponte Ave. All these locations are on the west and north sides of the Vitruvian Development Savoye 2 building.
4. **Fiori Streetscape** – Trees and plantings in the streetscape along the north, south, and east sides of the Fiori building. Also included are the streetscape trees and plantings along the east side of Vitruvian Way from the Fiori building to the plaza at Spring Valley Rd. plus the trees, turf, and plantings on the east side of Bella Ln. from approximately the midpoint of the block wall to the Bella Ln. bridge and from south of the bridge to the water well housing with the aerial structure and the associated components.
5. **Spring Valley Rd./Loos Right-Of-Way** – Rights-of-way streetscape trees and turf along both the north and south sides of Spring Valley Rd. from the Redding Trail Extension to Woodway Dr. on the north side and from the fire station just east of Vitruvian Way to the shopping center on the south side. The plazas at the southeast and southwest corners of the intersection of Spring Valley Rd. and Vitruvian Way are to be included.
6. **Spring Valley Rd. Medians** – Trees, turf, and beds on the medians in the middle of Spring Valley Rd. from Woodway Dr. to the end of the first median east of Vitruvian Way.
7. **Redding Trail Connector** – Approximately 1.93 acres of trees, turf and beds along the pedestrian trail between Spring Valley Rd. and the 90-degree bend at the intersection of the Easement Extension trail and the Les Lacs Linear Park Phase 3 Jogging Trail at the far northwest corner of the Greenhill School property. The north end of the trail connector is also the location of the ‘Alphabet D’ cream colored metal sculpture.
8. **George W. Bush Elementary School** – Approximately 7.6 acres on the north side of Spring Valley Rd. and due north of Vitruvian Way bounded by the Dallas Independent School District Loos Athletic Complex to the west, the Oncor electrical transmission easement with the Redding Trail Connector to the east, Spring Valley Rd. right-of-way to the south, and the Les Lacs Linear Park Phase 3 Jogging Trail to the north.

**LANDSCAPE MAINTENANCE -**

VITRUVIAN WAY MEDIANS, VITRUVIAN DEVELOPMENT SAVOYE 1 STREETSCAPE AND  
 PARK RD. RIGHT-OF-WAY AND PARKING LOT, VITRUVIAN DEVELOPMENT SAVOYE 2 STREETSCAPE,  
 VITRUVIAN DEVELOPMENT FIORI STREETSCAPE AND RELATED AREAS,  
 SPRING VALLY RD./LOOS RIGHT-OF-WAY, SPRING VALLEY RD. MEDIANS, REDDING TRAIL CONNECTOR,  
 AND GEORGE W. BUSH ELEMENTARY SCHOOL

**LANDSCAPE AND IRRIGATION MAINTENANCE AND LANDSCAPE MANANGEMENT  
 FREQUENCY CHART**

**GENERAL SITE MAINTENANCE****FREQUENCY PER YEAR**

A.	Trash, pet waste, leaf, acorn, debris removal *	Each visit
B.	Vitruvian Major Leaf/Acorn Removal	Min. 3 times per week during specified times
C.	All other locations Major Leaf Removal	Min. 1 per week during specified times
D.	Grounds Inspections	12
E.	Turf Aeration	All once during the growing season, except (3) times behind the elementary school

**SHRUB. PERENNIAL AND GROUNDCOVER CARE****FREQUENCY PER YEAR**

A.	Weed/Insect control	Minimal weekly and as needed
B.	Ground cover control/edging	Monthly and as needed
C.	Pruning/Trimming	Monthly and as needed
D.	Mulch application	As needed to maintain 3" depth
E.	Fertilizer applications	3
F.	Pre-emergent	2

**TREE CARE****FREQUENCY PER YEAR**

A.	Pruning: Clearance, suckers & water sprouts	As needed
B.	Pruning: Winter pruning	1 (December-January; possibly into February)
C.	Mulch application	As needed to maintain 3" depth
D.	Fertilizer applications	2
E.	Removal of dead or broken limbs	As needed

**MOWING****FREQUENCY PER YEAR**

A.	Mowing, edging, line trimming	35
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**IRRIGATION****FREQUENCY PER YEAR**

A.	Irrigation Inspections	12
B.	Irrigation Maintenance & Repair	As needed

\* Trash pickup and removal shall consist of emptying trash and placing new liners in trash receptacles on the trails, street corners, sidewalks, rest areas, plazas, rights-of-ways, and the school property during each visit as well as removing all litter within the confines of the landscaped areas of this contract.

**LANDSCAPE MANAGEMENT REPORT**

(Required to be completed after each visit)

Drop form by Parks Dept., 16801 Westgrove, 2<sup>nd</sup> floor or Fax to 972/450-2834

Date: \_\_\_\_\_ Location \_\_\_\_\_ Inspected by: \_\_\_\_\_

**General Site Maintenance**

Trash, Debris, Leaf, Acorn, and  
 Pet Waste Removal  
 Major Leaf/Acorn Removal  
 Grounds Inspections

☐ \_\_\_\_\_

☐ \_\_\_\_\_

☐ \_\_\_\_\_

**Shrub, Perennials & Groundcover Care**

Weed Control  
 Pest Control  
 Groundcover Control/Edging  
 Pruning/Trimming  
 Mulch Application  
 Pre-Emergent

☐ \_\_\_\_\_

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☐ \_\_\_\_\_

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**Tree Care**

Pruning: Clearance, Sucker &  
 Water Sprouts  
 Pruning: Winter Pruning  
 Mulch Application  
 Fertilizer Applications  
 Dead/Broken Limb Removal

☐ \_\_\_\_\_

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**Mowing, Edging, Line Trimming**

☐ \_\_\_\_\_

**Aeration of Turf**

☐ \_\_\_\_\_

**Irrigation**

Head height adjustment  
 Head/Riser - repair/replace  
 Nozzles unclog/adjust/replace  
 Adjust flow control devices on electric valves  
 Replace damaged/missing valve box/covers  
 Adjust controller settings/programs  
 (coordinate with Town)  
 Eliminate pests in controller cabinets  
 Lateral line piping/fittings repair  
 Mainline piping repair  
 Valve repair/replace  
 Station wiring repair

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**Additional Comments:**

**IRRIGATION REPORT**

(Required to be submitted with 24 hours of inspection)

Drop form by Parks Dept., 16801 Westgrove, 2<sup>nd</sup> floor or Fax to 972/450-2834

Date: \_\_\_\_\_ Location: \_\_\_\_\_ Applicator: \_\_\_\_\_ TX Irrigator lic# \_\_\_\_\_

Duration in time: \_\_\_\_\_

Controller	Zone	Repairs/Problems/Comments	Controller Status (on, off, rain mode, etc.)

Repairs/replacement performed due to Contractor damage:

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**PESTICIDE/FERTILIZER APPLICATION REPORT**

(Required to be submitted within 24 hours of pesticide or fertilizer application)

Drop form by Parks Dept., 16801 Westgrove, 2<sup>nd</sup> floor or Fax to 972/450-2834

Date: \_\_\_\_\_ Location: \_\_\_\_\_ Applicator: \_\_\_\_\_ SPCB# \_\_\_\_\_

Weather conditions: \_\_\_\_\_

Exact time of application: \_\_\_\_\_

Chemical and dilution rates used: \_\_\_\_\_

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Fertilizer: Ratio \_\_\_\_\_ # of lbs applied \_\_\_\_\_ % of completion \_\_\_\_\_

Comments:













1. **Vitruvian Way Medians** – Approximately 0.83 acres of groundcover and trees on the islands in the middle of Vitruvian Way between Spring Valley Rd. and Marsh Ln.
2. **Savoye 1 Streetscape and Park Rd. Right-of-way and Parking Lot Island** – Trees and plantings in the streetscape along the west side of Ponte Ave. and north of the bridge, the south side of Vitruvian Way west of Ponte Ave., the west side of Park Rd. and the island in the Park Rd. parking lot. All these locations are on the east, west, north, and south sides of the Vitruvian Development Savoye 1 building.
3. **Savoye 2 Streetscape** – Trees and plantings in the streetscape along the east side of Ponte Ave. and north of the bridge, and the south side of Vitruvian Way east of Ponte Ave. All these locations are on the west and north sides of the Vitruvian Development Savoye 2 building.
4. **Fiori Streetscape** – Trees and plantings in the streetscape along the north, south, and east sides of the Fiori building. Also included are the streetscape trees and plantings along the east side of Vitruvian Way from the Fiori building to the plaza at Spring Valley Rd. plus the trees, turf, and plantings on the east side of Bella Ln. from approximately the midpoint of the block wall to the Bella Ln. bridge and from south of the bridge to the water well housing with the aerial structure and the associated components.
5. **Spring Valley Rd./Loos Right-Of-Way** – Rights-of-way streetscape trees and turf along both the north and south sides of Spring Valley Rd. from the Redding Trail Extension to Woodway Dr. on the north side and from the fire station just east of Vitruvian Way to the shopping center on the south side. The plazas at the southeast and southwest corners of the intersection of Spring Valley Rd. and Vitruvian Way are to be included.
6. **Spring Valley Rd. Medians** – Trees, turf, and beds on the medians in the middle of Spring Valley Rd. from Woodway Dr. to the end of the first median east of Vitruvian Way.
7. **Redding Trail Connector** – Approximately 1.93 acres of trees, turf and beds along the pedestrian trail between Spring Valley Rd. and the 90-degree bend at the intersection of the Easement Extension trail and the Les Lacs Linear Park Phase 3 Jogging Trail at the far northwest corner of the Greenhill School property. The north end of the trail connector is also the location of the ‘Alphabet D’ cream colored metal sculpture.
8. **George W. Bush Elementary School** – Approximately 7.6 acres on the north side of Spring Valley Rd. and due north of Vitruvian Way bounded by the Dallas Independent School District Loos Athletic Complex to the west, the Oncor electrical transmission easement with the Redding Trail Connector to the east, the Spring Valley Rd. right-of-way to the south, and the Les Lacs Linear Park Phase 3 Jogging Trail to the north.

**QUALIFICATION AND REFERENCE STATEMENT****BIDDER:** **COMPANY INFORMATION:**Number of years in business? Number of years at current location? Do you maintain a permanent commercial business office? Have you or any present partners or officers failed to complete a contract:  If yes, give name of owner and/or surety?
Can you be reached 24 hours a day (in an emergency)? Pager#  Cell Phone# Answer Svc#  Other# **CUSTOMER REFERENCES**

Please provide 3 to 5 users you have provided with this product or service. Use comparable projects and government entities, if any;

Company Name	Contact Name	Phone	Email
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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**Town of Addison**  
**GENERAL TERMS AND CONDITIONS**

By submitting an Offer in response to the Solicitation, the Contractor/Seller (hereafter called Seller) agrees the Contract/Purchase Order shall be governed by the following terms and conditions for goods and services.

1. Applicability: These General Terms and Conditions and the Terms and Conditions, Specifications, Drawings and other requirements included in the Town of Addison's Request for Bid (collectively, "Terms and Conditions") are applicable to Contracts/Purchase Orders issued by the Town of Addison (hereinafter referred to as the "Town" or "Buyer") and the Seller (herein after referred to as the "Seller"). Any deviations must be in writing and signed by a representative of the Town's Purchasing Department and the Seller. No terms and conditions contained in the Seller's Proposal, Invoice or Statement shall modify the Terms and Conditions. If there is a conflict between the Terms and Conditions and Seller's response to the Town's request for bids or proposals documents (including the provisions of the Seller's form of contract/purchase order), the Terms and Conditions will take precedence and control.
2. Official Solicitation Notification: The Town utilizes the following for official notifications of solicitation opportunities: [www.bidsync.com](http://www.bidsync.com) and the Dallas Morning News of Dallas County. These are the only forms of notification authorized by the Town for notifications of solicitation opportunities. The Town is not responsible for receipt of notifications or information from any source other than those listed. It shall be the Seller's responsibility to verify the validity of all solicitation information received from any source other than the Town. There will be NO COST to the Seller for using BidSync to respond to Town of Addison solicitations.
3. Seller to Package Goods: Seller shall package goods in accordance with good commercial practice. Each shipping container, shall be clearly and permanently marked as follows: (a) Seller's name and address; (b) consignee's name, address and purchase order or purchase change order number; (c) container number and total number of containers, e.g., "box 1 of 4 boxes"; and (d) number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided and agreed to in writing by Buyer. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Town's count or weight shall be final and conclusive on shipments not accompanied by packing list. Unless otherwise stated in the Town's solicitation, all goods will be new, not used, rebuilt, reconditioned or recycled, will be in first class condition, and will be in containers suitable for site.
4. 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.
5. Title and Risk of Loss: Title and risk of loss of the goods will not pass to the Town until the Town actually receives, takes possession of, and inspects and accepts the goods at the point or points of delivery.

6. Delivery Terms and Transportation Charges: Goods shall be shipped F.O.B. point of delivery; prices bid and quoted shall be F.O.B. point of delivery, and shall include all freight, delivery and packaging costs. Town shall have the right to designate what method of transportation shall be used to ship the goods. Town assumes and shall have no liability for goods damaged while in transit and or delivered in a damaged condition or that otherwise don't conform to the Terms and Conditions. Seller shall be responsible for and handle all claims with carriers, and in case of damaged or non-conforming goods shall ship replacement goods immediately upon notification by the Town of the same, and the Town may return such damaged or non-conforming goods at Seller's sole cost and expense, including costs and expense for freight, delivery, packaging, and shipping.

7. Right of Inspection and Rejection; Backorders: The Town shall have the right, and expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the goods at delivery before accepting them, and to reject defective or non-conforming goods. Backorders delayed beyond a reasonable period of time, as determined by the Town Purchasing Manager, may be cancelled by the Town without liability of any kind whatsoever, and payment will not be made for such cancellations.

8. Acceptance of Incomplete or Non-Conforming Goods: If, instead of requiring immediate correction or removal and replacement of defective or non-conforming goods, Town prefers to accept such goods, Town may do so. Seller shall pay all claims, costs, losses and damages attributable to Town's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, Town may deduct such amounts as are necessary to compensate Town for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to Town by Seller.

9. Substitution: Every delivery of goods by the Seller must comply with all provisions of this bid including the specifications, delivery schedule, quantity and quality, and the Terms and Conditions. Any delivery which does not conform to the Buyer's requirements shall constitute a breach of contract. Seller does not have authorization to make or tender substitute goods unless it is agreed to in writing by the Buyer and signed by an authorized representative of Buyer.

10. Payment:

(a) All proper invoices received by the Town will be paid within thirty (30) days of the Town's receipt and acceptance of the goods or of the invoice, whichever is later, unless other terms are specified on the face of the purchase order in the original printing. If payment is not timely made, interest shall accrue on the unpaid balance at the lesser of one percent per month or the maximum lawful rate; except, if payment is not timely made for a reason for which the Town may withhold payment hereunder, interest shall not accrue until ten (10) days after the grounds for withholding payment have been resolved.

(b) If partial shipments or deliveries are authorized by the Town, Seller will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.



(c) The Town may withhold or set off the entire payment or part of any payment otherwise due Seller to such extent as may be necessary on account of: (i) delivery of defective or non-conforming goods by Seller, or (ii) failure of the Seller to submit proper invoices with all required attachments and supporting documentation, or (iii) failure of Seller to deliver quantity of goods ordered (payment will be made for actual quantities delivered).

(d) The Town's payment obligations are payable only and solely from funds appropriated, budgeted, and available for the purpose of this purchase. The absence of appropriated and budgeted or other lawfully available funds shall render the Contract/Purchase Order null and void to the extent funds are not appropriated and budgeted or available and any goods delivered but unpaid shall be returned to Seller. The Town shall provide the Seller written notice of the failure of the Town to make an adequate appropriation and budget for any fiscal year to pay the amounts due under the Contract/Purchase Order, or the reduction of any appropriation to an amount insufficient to permit the Town to pay its obligations under the Contract/Purchase Order.

11. Invoicing: Send ORIGINAL INVOICE to address indicated on the purchase order. If invoice is subject to cash discounts the discount period will begin on the day invoices are received. So that proper cash discount may be computed, invoice should show amount of freight as a separate item, if applicable; otherwise, cash discount will be computed on total amount of invoice.

12. Taxes - Exemption: All quotations are required to be submitted LESS Federal Excise and State Sales Taxes. Tax Exemption Certificate will be provided by the Town for the successful Seller

13. Warranty - Price:

(a) Seller warrants the prices quoted in its bid are no higher than Seller's current prices on orders by others for like goods under similar terms of purchase.

(b) Seller certifies that the prices in Seller's bid have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

(c) In the event of any breach of this warranty, the prices of the items will be reduced to Seller's current prices on orders by others, or in the alternative, the Town may cancel this Contract/Purchase Order without liability to Seller of any kind whatsoever. In addition to any other remedy available, the Town may deduct from any amounts owed to Seller, or otherwise recover, any amounts paid for items in excess of Seller's current prices on orders by others for like goods under similar terms of purchase.

14. Warranty – Title: Without limiting any provision of law, Seller warrants that it has good and indefeasible title to all goods furnished hereunder, and that the goods are free and clear of all liens, claims, security interests and encumbrances. **Seller shall indemnify and hold the Town harmless from and against all adverse title claims to the goods.**

15. Warranty (goods): If goods are sold and furnished to Seller in connection with these Terms and Conditions, Seller represents and warrants that the goods sold and furnished to the Town will be (i) free from defects in design, manufacture, materials and workmanship, (ii) be of merchantable quality and fit for ordinary use, (iii) be in full conformance with Buyer's specifications, drawings and data, with Seller's samples or models furnished in connection herewith, with Seller's express warranties, and with the terms and conditions of the Town's solicitation, and (iv) conform to all applicable Federal, State, and local laws, ordinances, rules, regulations, codes, and to all applicable standards and industry codes and standards. These warranties are in addition to all others given to the Buyer by the Seller or by law. Seller shall not limit, disclaim, or exclude these warranties or any implied warranties, and any attempt to do so shall render this Contract/Purchase Order voidable at the option of the Buyer, and any such limitations, disclaim, or exclusions shall be void and without force or effect.

Unless otherwise specified in a Contract/Purchase Order and approved by the Town in writing, the warranty period shall be at least one year from the date of acceptance of the goods or from the date of acceptance of any replacement goods. If during the warranty period, one or more of the above warranties are breached, Seller shall promptly upon receipt of demand either repair the defective or non-conforming goods, or replace the non-conforming or defective goods with fully conforming and non-defective goods, at the Town's option and at no additional cost to the Town. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by Seller. The Town shall endeavor to give Seller written notice of the breach of warranty within thirty (30) days of discovery of the breach of warranty, but failure to give timely notice shall not impair the Town's rights hereunder.

If Seller is unable or unwilling to repair or replace defective or non-conforming goods as required by Town, then in addition to any other available remedy, Town may reduce the quantity of goods it may be required to purchase under the Contract/Purchase Order from Seller, and purchase conforming goods from other sources. In such event, Seller shall pay to Town upon demand the increased cost, if any, incurred by the Town to procure such goods from another source.

If Seller is not the manufacturer, and the goods are covered by a separate manufacturer's warranty, Seller shall transfer and assign such manufacturer's warranty to Town. If for any reason the manufacturer's warranty cannot be fully transferred to Town, Seller shall assist and cooperate with Town to the fullest extent to enforce such manufacturer's warranty for the benefit of Town.

16. Warranty (services): If services are provided to Seller in connection with these Terms and Conditions, Seller represents and warrants that all services to be provided to the Town will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of this Contract/Purchase Order, and all applicable Federal, State and local laws, ordinances, rules, regulations and codes. These warranties are in addition to all others given to the Buyer by the Seller or by law. Seller shall not limit, disclaim, or exclude these warranties or any implied warranties, and any attempt to



do so shall render this Contract/Purchase Order voidable at the option of the buyer, and any such limitations, disclaim, or exclusions shall be void and without force or effect.

Unless otherwise specified in the Contract/Purchase Order, the warranty period shall be at least one year from the date of final acceptance of the services by the Town. If during the warranty period, one or more of the above warranties are breached, Seller shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the Town. All costs incidental to such additional performance shall be borne by the Seller. The Town shall endeavor to give the Seller written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the Town's rights under this section.

If the Seller is unable or unwilling to perform its services in accordance with the above standard as required by the Town, then in addition to any other available remedy, the Town may reduce the amount of services it may be required to purchase under the Contract/Purchase Order from the Seller, and purchase conforming services from other sources. In such event, the Seller shall pay to the Town upon demand the increased cost, if any, incurred by the City to procure such services from another source.

17. Right to Assurance: Whenever one party to the Contract/Purchase Order in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of this Contract/Purchase Order.

18. Default: Seller shall be in default under this Contract/Purchase Order if Seller (a) fails to fully, timely and faithfully perform any of its material obligations under this Contract/Purchase Order (whether or not an obligation is "material" shall be determined by the Town), (b) fails to provide adequate assurance of performance as provided for herein, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States, or (d) makes a material misrepresentation in Seller's offer or response to Buyer's solicitation, or in any report or deliverable required to be submitted by Seller to the Town.

19. Termination for Cause or Convenience: The Town, at any time, by 30 days written notice to the Seller, has the absolute right to terminate this Contract/Purchase Order, in whole or in part, for cause or for convenience (that is, for any reason or for no reason whatsoever). "Cause" means the Seller's refusal or failure to perform or complete its obligations under this Contract/Purchase Order within the time specified and to the Town's satisfaction, or failure to meet the specifications, quantities, quality and/or other requirements specified in the Contract/Purchase Order. If the Town terminates this Contract/Purchase Order for cause, the Seller shall be liable for any damages suffered by the Town. If the agreement is terminated for convenience, the Seller has no further obligation under this Contract/Purchase Order. Upon receipt of a notice of termination, Seller shall promptly cease all further work pursuant to the Contract/Purchase Order, with such exceptions, if any, specified in the notice of termination. Payment shall be made to cover the cost of goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

20. Delay: Town may delay scheduled delivery or other due dates by written notice to Seller if the Town deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract/Purchase Order, the Town and the Seller shall negotiate an equitable adjustment for costs incurred by Seller in the Contract/Purchase Order price and execute an amendment to the Contract/Purchase Order. Seller must assert its right to an adjustment within thirty (30) days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified herein. However, nothing in this provision shall excuse Seller from delaying the delivery as notified. For purposes of these Terms and Conditions, "days" means calendar days.

21. **SELLER'S INDEMNITY OBLIGATION; INSURANCE**: See attached Town of Addison minimum requirements.

22. Gratuity: Town may, by written notice to Seller, cancel this Contract/Purchase Order without liability to Town if it is determined by Town that any gratuity, in the form of entertainment, gifts, or otherwise, was offered or given by Seller, or any officer, employee, agent or representative of Seller, to any officer, employee, or representative of Town with a view toward securing a contract or securing favorable treatment with regard to the awarding or amending, or the making or any determinations with respect to the performance of, a contract. In the event this Contract/Purchase Order is canceled by the Town pursuant to this provision, the Town shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Seller in providing such gratuities.

23. Notices: Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under this Contract/Purchase Order shall be in writing and shall be deemed delivered upon being hand-delivered or upon three (3) business days after postmarked if sent by U.S. Postal Service certified or registered mail, return receipt requested. Notices to Seller shall be sent to the address as specified by Seller. Notices to the Town shall be addressed to Town at 5300 Belt Line Road, Dallas, Texas 75254 and marked to the attention of the Town Finance Director.

24. No Warranty By Town Against Infringement: Seller represents and warrants to the Town that: (i) Seller shall provide the Town good and indefeasible title to all goods being sold and/or supplied to the Town, and (ii) such goods in accordance with the specifications in this Contract/Purchase Order will not infringe, directly or indirectly, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of such goods and the Seller does not know of any valid basis for any such claims. The Town's specifications regarding the goods shall in no way diminish Seller's warranties or obligations under this paragraph, and the Town makes no warranty that the production, development, or delivery of goods according to the specifications will not give rise to such a claim or will not will not impact such warranties of Seller, and in no event will Town be liable to Seller, its officers, employees, or agents (together, "Seller Parties") for indemnification or otherwise if Seller Parties or any of them is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement or the like will or may result, Seller shall promptly notify Town of that opinion. If Seller in good

faith ascertains, prior to production of the goods, that production of the goods according to the specifications will result in infringement or the like, this Contract/Purchase Order will be null and void, and neither Town nor Seller shall have any liability one to the other.

25. Assignment and Successors: The successful Seller shall not assign, transfer, pledge, subcontract, or otherwise convey (collectively, “assign” or “assignment”), in any manner whatsoever, any rights, duties, obligations, or responsibilities of Seller under or in connection with this Contract/Purchase Order, in whole or in part, without the prior written consent of the Town of Addison (and any such assignment without the prior written consent of the Town shall be null and void). Any person or entity to whom Seller assigns any right, duty or obligation shall, as a condition of such assignment, agree to comply with and abide by all provisions of this Contract/Purchase Order, and Seller shall promptly give the Town a true and correct copy of such agreement.

This Contract/Purchase Order shall be binding upon and inure to the benefit of the City and the Seller and their respective successors and authorized assigns, provided however, that no right or interest in the Contract/Purchase Order shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. This Contract/Purchase Order does not and is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to this Contract/Purchase Order.

26. Waiver, Rights, Remedies: All waivers must be in writing and signed by the waiving party. The rights or remedies under this Agreement are cumulative to any other rights or remedies, which may be granted by law.

27. Modifications: This contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any Seller invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of this Contract/Purchase Order.

28. Independent Contractor: Seller shall operate hereunder as an independent contractor and not as an officer, agent, servant or employee of the Town. Seller shall have exclusive control of, and the exclusive right to control, the details of its operations hereunder, and all persons performing same, and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants.

29. Interpretation: This Contract/Purchase Order is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in this Contract/Purchase Order. Although the Contract/Purchase Order may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in this contract, the UCC definition shall control, unless otherwise defined in this Contract/Purchase Order.

30. Competitive Pricing: It is the intent of the Town to consider Interlocal Cooperative Agreements and State/Federal contracts in determining the best value for the Town.

31. Interlocal Agreement: Successful bidder (Seller) agrees to extend prices for the goods and/or services to be provided by Seller described in this Contract/Purchase Order to all entities that have entered into or will enter into joint purchasing interlocal cooperation agreements with the Town. The Town is a participating member of several interlocal cooperative purchasing agreements. As such, the Town has executed interlocal agreements, as permitted by law, including under Chapter 791 of the Texas Government Code, with certain other political subdivisions, authorizing participation in a cooperative purchasing program. The successful bidder (Seller) may be asked by the Town to provide products/services based upon the bid price to any other participant to a cooperative purchasing agreement, and the Seller agrees to do so (such provision will be pursuant to an agreement between Seller and such other participant, and the Town will have no liability or responsibility in connection therewith).

32. Right to Audit: The city shall have the right to examine and audit after reasonable notice any and all books and records, in any form or format whatsoever (including electronic), of Seller that may relate to this Contract/Purchase Order including, without limitation, the performance of Seller, its employees, agents, and subcontractors. Such books and records will be maintained in accordance with generally accepted accounting principles and shall, upon request and at the Town's request, be made available at a location designated by the Town. Seller shall, except for copying costs, otherwise bear all costs of producing such records for examination and copying by the Town. Unless otherwise agreed by the Town, such books and records must be made available to the Town within five business days after the Seller's receipt of a written notice from the Town requesting the same. The provisions of this paragraph shall survive the termination of this agreement. Seller shall retain all such books and records for a period of three (3) years after final payment on this Contract/Purchase Order or until all audit and litigation matters that the Town has brought to the attention of the Seller are resolved, whichever is longer. The Seller agrees to refund to the Town any overpayments disclosed by any such audit. The Seller shall include a similar audit right on behalf of the Town in all subcontractor agreements entered into in connection with this Contract/Purchase Order.

33. Correspondence: The Bid number must appear on all correspondence and inquiries pertaining to the Request for Bid or to quotes. The Purchase Order number must appear on all invoices or other correspondence relating to the Contract/Purchase Order.

34. Easement Permission: The contractor shall not enter or use private property except as allowed by easements shown on the contract documents or if the contractor obtains specific written permission from the property owner.

35. Alternates - Samples: If bidding on other than the item solicited by the Town, Seller's bid must identify the item's Trade Name, Manufacturer's Name and/or Catalog Number, and certify the item offered is equivalent to the item solicited by the Town. Descriptive literature must be submitted with alternate brands. Samples shall be furnished free of expense to the Town and if requested, may be returned at bidder's expense.

36. Error - Quantity: Bids must be submitted in units of quantity specified, extended, and totaled. In the event of discrepancies in extension, the unit prices shall govern.

37. Acceptance: The right is reserved to the Town to accept or reject all or part of the bid, and to accept the offer considered most advantageous to the Town by line item or total bid.

38. Term Contracts: Except as otherwise provided herein, prices must remain firm for the entire Contract/Purchase Order period, including any periods of extension or renewal. At the time of any renewal or extension of the Contract/Purchase Order, the Town or the Seller may request a price adjustment based upon the economy. All requests for a price adjustment must include detailed documentation and rationale to support the requested adjustment. The party to whom a request for price adjustment is made may, in its sole discretion, accept or reject the request. Any price adjustment must be mutually agreed upon in writing by the parties, and shall be effective for the applicable renewal term.

39. Term Contract Quantities: The quantities (if any) in the request for bid are estimated requirements and the Town reserves the right to increase or decrease the quantities or cancel any item to be furnished. The successful bidder (Seller) shall have no claim against the Town for anticipated profits for quantities diminished or deleted.

40. Term Contract Shipments: The Seller will make shipments under this Contract/Purchase Order only when requested and only in the quantities requested. Seller shall comply with minimum shipments or standard packaging requirements (if any) included in the Contract/Purchase Order.

41. Contract Renewal Options: In the event a clause for option to renew for an additional period is included in the request for bid, all renewals will be based solely upon the option and agreement between the Town and the Seller. Either party dissenting will terminate the Contract/Purchase Order in accordance with its initial specified term.

42. Electronic Signature – Uniform Electronic Transactions Act: The Town adopts Texas Business and Commerce Code Chapter 322, Uniform Electronic Transactions Act, allowing individuals, companies, and governmental entities to lawfully use and rely on electronic signatures.

43. Funding Out Clause: This Contract/Purchase Order may be terminated by the Town without notice and without penalty or liability in the event that (1) the Town lacks sufficient funds for this Contract/Purchase Order; (2) funds for this Contract/Purchase Order are not appropriated and/or budgeted by the City Council of the Town; and (3) funds for this Contract/Purchase Order that are or were to be provided by grant or through a third party are withheld, denied or are otherwise not available to the Town.

44. Dispute Resolution: Pursuant to subchapter I, Chapter 271, Texas Local Government Code, Seller agrees that, prior to instituting any lawsuit or other proceeding arising from any dispute or claim of breach under this Contract/Purchase Order (a "Claim"), the parties will first attempt to resolve the Claim by taking the following steps: (i) A written notice substantially describing the factual and legal basis of the Claim shall be delivered by the Seller to the Town within one-hundred eighty (180) days after the date of the event giving rise to the Claim, which notice shall request a

written response to be delivered to the Seller not less than fourteen (14) business days after receipt of the notice of Claim; (ii) if the response does not resolve the Claim, in the opinion of the Seller, the Seller shall give notice to that effect to the Town whereupon each party shall appoint a person having authority over the activities of the respective parties who shall promptly meet, in person, in a effort to resolve the Claim; (iii) if those persons cannot or do not resolve the Claim, then the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person, in an effort to resolve the Claim.

45. Disclosure of Certain Relationships: Chapter 176 of the Texas Local Government Code requires that any person, as defined in the statute, considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the Records Administrator of the Town not later than the 7<sup>th</sup> business day after the later of (a) the date the person (i) begins discussions or negotiations to enter into a contract with the local governmental entity, or (b) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity, or (b) the date the person becomes aware (i) of an employment or other business relationship with a local government officer, or a family member of the officer, described by the statute, or (ii) that the person has given one or more gifts described in the statute. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. The questionnaire may be found at [www.ethics.state.tx.us/forms/CIQ.pdf](http://www.ethics.state.tx.us/forms/CIQ.pdf) By submitting a response to this request, Seller represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

46. Force Majeure: To the extent either the Town or Seller shall be wholly or partially prevented or delayed from the performance of this Contract/Purchase Order or of any obligation or duty under this Contract/Purchase Order placed on such party, by reason of or through work strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, court judgment, act of God, or other specific cause reasonably beyond the party's control and not attributable to its malfeasance, neglect or nonfeasance, then in such event, such party shall give notice of the same to the other party (specifying the reason for the prevention) and the time for performance of such obligation or duty shall be suspended until such disability to perform is removed.

47. BAFO: During evaluation process Town reserves the right to request a best and final offer upon completion of negotiations.

48. Silence of Specifications: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

49. Applicable Law: This agreement shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted by the State of Texas (excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction), as effective and in force on the date of this Contract/Purchase Order, without regard

to its conflict of laws rules or the conflict of law rules of any other jurisdiction. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive or any other relief from any competent authority as contemplated herein.

50. Venue: This Contract/Purchase Order is performable in Dallas County, Texas, and venue for any suit, action, or legal proceeding under or in connection with this Contract/Purchase Order shall lie exclusively in Dallas County, Texas. Seller submits to the exclusive jurisdiction of the courts in Dallas County, Texas for purposes of any such suit, action, or proceeding hereunder, and waives any claim that any such suit, action, or legal proceeding has been brought in an inconvenient forum or that the venue of that proceeding is improper.

51. Cost of Response: Any cost incurred by the Seller in responding to the Request for Proposal is the responsibility of the Seller and cannot be charged to the Town.

52. Prohibition Against Personal Interest in Contracts: No Town of Addison officer or employee shall have a direct or indirect financial interest in any contract with the Town, or be directly or indirectly financially interested in the sale of land, materials, supplies or services to the Town.

53. Prior or Pending Litigation or Lawsuits: Each Seller must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Seller or in which the Seller has been judged guilty or liable.

54. Severability: The invalidity, illegality, or unenforceability of any provision of this Contract/Purchase Order shall in no way affect the validity or enforceability of any other portion or provision of this Contract/Purchase Order. Any void or invalid provision shall be deemed severed from this Contract/Purchase Order and the balance of the Contract/Purchase Order shall be construed and enforced as if the Contract/Purchase Order did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract/Purchase Order to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract/Purchase Order from being void should a provision which is the essence of the Contract/Purchase Order be determined to be void.

55. Headings; "Includes": The headings of this Contract/Purchase Order are for convenience of reference only and shall not affect in any manner any of the terms and conditions hereof. The words "includes" and "including" are terms of enlargement and not of limitation or exclusive enumeration, and use of the terms does not create a presumption that components not expressed are excluded.

56. Conflict: When there is a conflict between the this purchase order (including, without limitation, these Terms and Conditions) and the Seller's invoice, this purchase order shall prevail.

57. Response Contractual Obligation; Waiver: This response, submitted documents, and any negotiations, when properly accepted by the Town, shall constitute a contract equally binding

between the successful Seller and the Town. No different or additional terms will become part of this Contract/Purchase Order except as properly executed in an addendum or change order. **By submitting a bid, Seller waives any claim it has or may have against the Town, its officials, officers, employees, and agents, arising out of or in connection with the administration, evaluation, or recommendation of any bid, acceptance or rejection of any bid, and the award of a contract.**

58. No Waiver of Immunity. Notwithstanding any other of this Contract/Purchase Order, nothing in this Contract/Purchase Order shall or may be deemed to be, or shall or may be construed to be, a waiver or relinquishment of any immunity, defense, or tort limitation to which the Town, its officials, officers, employees, representatives, and agents are or may be entitled, including, without limitation, any waiver of immunity to suit.

59. No Boycotting Israel. The entity contract with the Town of Addison does not boycott Israel and will not boycott Israel during the term of the contract. Reference HB 89 as it relates to Chapter 2270 of the Texas Government Code. Boycott Israel means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.



**TOWN OF ADDISON, TEXAS**  
**CONTRACTOR INSURANCE REQUIREMENTS & AGREEMENT**

**REQUIREMENTS**

Contractors performing work on TOWN OF ADDISON property or public right-of-way shall provide the TOWN OF ADDISON a certificate of insurance or a copy of their insurance policy(s) (and including a copy of the endorsements necessary to meet the requirements and instructions contained herein) evidencing the coverages and coverage provisions identified herein within ten (10) days of request from TOWN OF ADDISON. Contractors shall provide TOWN OF ADDISON evidence that all subcontractors performing work on the project have the same types and amounts of coverages as required herein or that the subcontractors are included under the contractor's policy. Work shall not commence until insurance has been approved by TOWN OF ADDISON.

All insurance companies and coverages must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must have a A.M. Best's rating A-:VII or greater.

Listed below are the types and minimum amounts of insurances required and which must be maintained during the term of the contract. TOWN OF ADDISON reserves the right to amend or require additional types and amounts of coverages or provisions depending on the nature of the work.

TYPE OF INSURANCE	AMOUNT OF INSURANCE	PROVISIONS
1. <b>Workers' Compensation Employers' Liability</b> to include: (a) each accident (b) Disease Policy Limits (c) Disease each employee	Statutory Limits per occurrence  Each accident \$1,000,000 Disease Policy Limits \$1,000,000 Disease each employee \$1,000,000	<b>TOWN OF ADDISON to be provided a <u>WAIVER OF SUBROGATION AND 30 DAY NOTICE OF CANCELLATION</u> or material change in coverage. <b>Insurance company must be A-:VII rated or above.</b></b>
2. <b>Commercial General (Public) Liability</b> to include coverage for: a) Bodily Injury b) Property damage c) Independent Contractors d) Personal Injury e) Contractual Liability	Bodily Injury/Property Damage per occurrence \$1,000,000, General Aggregate \$2,000,000 Products/Completed Aggregate \$2,000,000, Personal Advertising Injury per occurrence \$1,000,000, , Medical Expense 5,000	<b><u>TOWN OF ADDISON to be listed as ADDITIONAL INSURED and provided 30 DAY NOTICE OF CANCELLATION</u> or material change in coverage. <b>Insurance company must be A-:VII rated or above.</b></b>
3. <b>Business Auto Liability</b> to include coverage for: a) Owned/Leased vehicles b) Non-owned vehicles c) Hired vehicles	Combined Single Limit \$1,000,000	<b><u>TOWN OF ADDISON to be listed as ADDITIONAL INSURED and provided 30 DAY NOTICE OF CANCELLATION</u> or material change in coverage. <b>Insurance company must be A:VII-rated or above.</b></b>

Certificate of Liability Insurance forms (together with the endorsements necessary to meet the requirements and instructions contained herein) may be **faxed** to the Purchasing Department: **972-**

**450-7074 or emailed to: [purchasing@addisontx.gov](mailto:purchasing@addisontx.gov).** Questions regarding required insurance should be directed to the Purchasing Manager.

With respect to the foregoing insurance,

1. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions applicable to the claims of the Town of Addison.
2. All insurance policies shall be endorsed to require the insurer to immediately notify the Town of Addison, Texas of any material change in the insurance coverage.
3. All insurance policies shall be endorsed to the effect that the Town of Addison, Texas will receive at least thirty (30) days' notice prior to cancellation or non-renewal of the insurance.
4. All insurance policies, which name the Town of Addison, Texas as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
5. Insurance must be purchased from insurers that are financially acceptable to the Town of Addison and licensed to do business in the State of Texas.

All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Upon request, Contractor shall furnish the Town of Addison with complete copies of all insurance policies certified to be true and correct by the insurance carrier.

This form must be signed and returned with your quotation. You are stating that you do have the required insurance and if selected to perform work for TOWN OF ADDISON, will provide the certificates of insurance (and endorsements) with the above requirements to TOWN OF ADDISON within 10 working days.

**A CONTRACT/PURCHASE ORDER WILL NOT BE ISSUED WITHOUT EVIDENCE AND APPROVAL OF INSURANCE.**

**AGREEMENT**

I agree to provide the above described insurance coverages within 10 working days if selected to perform work for TOWN OF ADDISON. I also agree to require any subcontractor(s) to maintain insurance coverage equal to that required by the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The Town accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

**Project/Bid#**

**Company:**

**Printed Name:**

**Signature:**  **Date:**

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Information and Instruction Form

RESPONSES THAT DO NOT CONTAIN THIS COMPLETED FORM MAY NOT BE COMPLIANT

Section I Company Profile

Name of Business:

Business Address:

Contact Name:

Phone#:

Fax#:

Email:

Name(s) Title of Authorized Company Officers:

Federal ID #:  W-9 Form: A W-9 form will be required from the successful bidder.

DUN #:

Remit Address: If different than your physical address:

Section II Instructions to Bidders

**Electronic Bids:** The Town of Addison uses BidSync to distribute and receive bids and proposals. There will be **NO COST** to the Contractor/Supplier for Standard bids or proposals. For **Cooperative Bids and Reverse Auctions ONLY**, the successful contractor/supplier agrees to pay BidSync a transaction fee of one percent (1%) of the total amount of all contracts for goods and/or services. **Cooperative Bids and Reverse Auctions** will be clearly marked on the bid documents. To assure that all contractors/suppliers are treated fairly, the fee will be payable whether the bid/proposal is submitted electronically, or by paper means. Refer to [www.bidsync.com](http://www.bidsync.com) for further information.

**Contractor/Supplier Responsibility:** It is the contractor/suppliers responsibility to check for any addenda or questions and answers that might have been issued before bid closing date and time. Contractors/Suppliers will be notified of any addenda and Q&A if they are on the invited list, they view the bid, or add themselves to the watch list.

Acknowledgement of Addenda: #1 ☐ #2 ☐ #3 ☐ #4 ☐ #5 ☐

**Delivery of Bids:** For delivery of paper bids our physical address is:

Town of Addison

5350 Beltline Road

Addison, TX 75001

Attn: Purchasing Department

**Contractor/Supplier Employees:** No Contractor/Supplier employee shall have a direct or indirect financial interest in any contract with the town, or be directly or indirectly financially interested in the sale of land, materials, supplies or services to the town.

**Deliveries:** All deliveries will be F.O.B. Town of Addison. All Transportation Charges paid by the contractor/supplier to Destination.

**Payment Terms:** A Prompt Payment Discount of % is offered for Payment Made Within Days of Acceptance of Goods or Services. If Prompt Payments are not offered or accepted, payments shall be made 30 days after receipt and acceptance of goods or services or after the date of receipt of the invoice whichever is later.

**Delivery Dates:** Delivery Dates are to be specified in Calendar Days from the Date of Order.

**Bid Prices:** Pre-Award bid prices shall remain Firm and Irrevocable for a Period of  Days.

☐ Exceptions: Contractor/Supplier does not take Exception to Bid Specifications or Other Requirements of this Solicitation. If neither exceptions box is checked, default shall be "No Exceptions"

☐ Contractor/Supplier take the following Exception(s) to the Bid Specifications or Other Requirements of this Solicitation (Explain in Detail). If box checked but no exceptions are listed, default shall be "No Exceptions"

**Historically Underutilized Business (HUB):** It is the policy of the Town of Addison to involve HUBs in the procurement of goods, equipment, services and construction projects. Prime Contractors/Suppliers are encouraged to provide HUBs the opportunity to compete for sub-contracting and other procurement opportunities. A listing of HUBs in this area may be accessed at the following State of Texas Website.

<http://www.window.state.tx.us/procurement/cmb1/cmb1hub.html>.

HUB Owned Business Yes ☐ No ☐ Include a current copy of your HUB certification with your response or insert

Certification number  and expire date

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**Other Government Entities:** Would bidder be willing to allow other local governmental entities to participate in this contract, if awarded under the same Terms and Conditions? Yes ☐ No ☐

Bid Bond: Is Bid Bond attached if applicable? Yes ☐ No ☐

Termination: The town at any time after issuance of this agreement, by 30 days written notice, has the absolute right to terminate this agreement for cause or convenience. Cause shall be the contractor/supplier's refusal or failure to satisfactorily perform or complete the work within the time specified, or failure to meet the specifications, quantities, quality and/or other requirements specified in the contract/purchase order. In such case the supplier shall be liable for any damages suffered by the town. If the agreement is terminated for convenience, the supplier has no further obligation under the agreement. Payment shall be made to cover the cost of material and work in process or "consigned" to the town as of the effective date of the termination.

Bidder Compliance: Bidder agrees to comply with all conditions contained in this Information and Instruction Form and the additional terms and conditions and specifications included in this request. The undersigned hereby agrees to furnish and deliver the articles or services as specified at the prices and terms herein stated and in strict accordance with the specifications and conditions, all of which are made a part of your offer. Your offer is not subject to withdrawal after the award is made.

The Town of Addison reserves the right to reject all or part of the offer and to accept the offer considered most advantageous to the town by item or total bid.

The Town of Addison will award to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the Town.

I hereby certify that all of the information provided in sections I and II are true and accurate to the best of my knowledge.

Signature:  Date:

Title:

Signature certifies no changes have been made to the content of this solicitation as provided by the Town of Addison.

10/17/17

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## Question and Answers for Bid #1710-002 - Vitruvian Landscape Maintenance

### Overall Bid Questions

There are no questions associated with this bid.