

Solicitation 19-07

Maintenance for Vitruvian Park & Other Areas

Bid Designation: Regional



Town of Addison

Bid 19-07

Maintenance for Vitruvian Park & Other Areas

Bid Number	19-07
Bid Title	Maintenance for Vitruvian Park & Other Areas
Bid Start Date	Oct 11, 2018 9:42:41 AM CDT
Bid End Date	Nov 6, 2018 2:00:00 PM CST
Question & Answer End Date	Nov 1, 2018 12:00:00 PM CDT
Bid Contact	Wil Newcomer Purchasing Manager
Bid Contact	Ron Lee
Bid Contact	Michele Womack Accounting Specialist Finance
Contract Duration	1 year
Contract Renewal	5 annual renewals
Prices Good for	1 year
Pre-Bid Conference	Oct 23, 2018 10:00:00 AM CDT Attendance is optional Location: Town of Addison Service Center 16801 Westgrove Dr., Addison, TX 75001
Bid Comments	Turnkey maintenance of Vitruvian Park, Spring Valley Road Medians, Belt Line Road Medians, Midway Road Medians, Arapaho Road Medians, Dallas Parkway Rights-Of-Ways, and Surveyor Water Tower & Demonstration Gardens. *NO FAX OR EMAIL SUBMITTALS ACCEPTED.

Item Response Form

Item	19-07--01-01 - Vitruvian Park
Quantity	1 month
Unit Price	<input type="text"/>
Delivery Location	Town of Addison <u>Addison Finance Building</u> 5350 Belt Line Road Dallas TX 75254 Qty 1

Description

Turnkey professional maintenance of the landscaping at Vitruvian Park while strictly adhering to the bid specifications.

Item **19-07--01-02 - ALTERNATE - Spring Valley Road Medians**

Quantity **1 month**

Unit Price

Delivery Location **Town of Addison**

Addison Finance Building

5350 Belt Line Road

Dallas TX 75254

Qty 1

Description

Turnkey professional maintenance of landscaping on the medians in the center of Spring Valley Rd. while strictly adhering to the bid specifications.

Item **19-07--01-03 - ALTERNATE - Belt Line Road Medians**

Quantity **1 month**

Unit Price

Delivery Location **Town of Addison**

Addison Finance Building

5350 Belt Line Road

Dallas TX 75254

Qty 1

Description

Turnkey professional maintenance of the landscaping on the medians in the center of Belt Line Rd. while strictly adhering to the bid specifications.

Item **19-07--01-04 - ALTERNATE - Midway Road Medians**

Quantity **1 month**

Unit Price

Delivery Location **Town of Addison**

Addison Finance Building

5350 Belt Line Road

Dallas TX 75254

Qty 1

Description

Turnkey professional maintenance of the landscaping on the medians in the center of Midway Rd. while strictly adhering to the bid specifications.

Item **19-07--01-05 - ALTERNATE - Arapaho Road Medians**

Quantity **1 month**

Unit Price

Delivery Location **Town of Addison**

Addison Finance Building

5350 Belt Line Road

Dallas TX 75254

Qty 1

Description

Turnkey professional maintenance of the landscaping on the medians in the center of Arapaho Rd. while strictly adhering to the bid specifications.

Item	19-07--01-06 - ALTERNATE - Dallas Parkway Right-Of-Ways
Quantity	1 month
Unit Price	<input type="text"/>
Delivery Location	Town of Addison
	<u>Addison Finance Building</u>
	5350 Belt Line Road
	Dallas TX 75254
	Qty 1

Description

Turnkey professional maintenance of the landscaping of the Dallas Pkwy. Rights-of-ways while strictly adhering to the bid specifications.

Item	19-07--01-07 - Surveyor Water Tower & Demonstration Gardens
Quantity	1 month
Unit Price	<input type="text"/>
Delivery Location	Town of Addison
	<u>Addison Finance Building</u>
	5350 Belt Line Road
	Dallas TX 75254
	Qty 1

Description

Turnkey professional maintenance of the landscaping at the Surveyor Water Tower and Demonstration Gardens while strictly adhering to the bid specifications.

Item	19-07--01-08 - Hourly Rate - Irrigation
Quantity	1 each
Unit Price	<input type="text"/>
Delivery Location	Town of Addison
	<u>Addison Finance Building</u>
	5350 Belt Line Road
	Dallas TX 75254
	Qty 1

Description

Provide an hourly rate while strictly adhering to the bid specifications for irrigation repairs not included in the scope of services within the bid document.

Item	19-07--01-09 - Hourly Rate - Planting
Quantity	1 each
Unit Price	<input type="text"/>
Delivery Location	Town of Addison
	<u>Addison Finance Building</u>
	5350 Belt Line Road
	Dallas TX 75254
	Qty 1

Description

Provide an hourly rate while strictly adhering to the bid specifications for the installation of requested replacement plantings.



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: 19-07

Bid Name: **Vitruvian Park, Spring Valley Road Medians, Belt Line Road Medians,
Midway Road Medians, Arapaho Road Medians, Dallas Parkway Rights-Of-Ways,
and Surveyor Water Tower & Demonstration Gardens
– Turnkey Landscape/Irrigation Maintenance-**

Voluntary

Pre- Bid: Tuesday, October 23, 2018 at 10:00 am
Town of Addison Service Center, 1st Floor Breakroom
16801 Westgrove Drive
Addison, Texas 75001

Bids Closing: Tuesday, November 6, 2018 at 2:00 pm
Purchasing Division
Town of Addison Finance Building
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 area designated as Organic Only for the use of the organic products specified for the maintenance of one property in this contract and the 'Alternates' pricing for the maintenance of all the medians within these bid specifications along with other pricing requests.

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.

**VITRUVIAN PARK, SPRING VALLEY ROAD MEDIANS, BELT LINE ROAD MEDIANS, MIDWAY ROAD MEDIANS,
ARAPAHO ROAD MEDIANS, DALLAS PARKWAY RIGHTS-OF-WAYS, AND SURVEYOR WATER TOWER &
DEMONSTRATION GARDENS
-TURNKEY LANDSCAPE/IRRIGATION MAINTENANCE-**

BID #19-07

PART 1 - GENERAL

1.1 STATEMENT OF INTENT

The Maintenance Contractor is hereby made aware that the Owner anticipates that the landscape and irrigation maintenance at the sites to follow 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.

Take special note of the area designated as Organic Only for the use of the organic products specified for the maintenance of one property in this contract. Also take note of the specific mowing requirements of the turf in the landscape enhanced areas at Vitruvian Park between the concrete trail and the water's edge.

Note: Pricing for 'Alternates' shall be requested with this bid. The 'Alternates' may be taken in whole or in part.

All 'Alternates' shall adhere to the non-organic specification within this bid.

Note: Subcontractors shall not be allowed under this contract.

1.2 AWARD OF CONTRACT

The Town of Addison reserves the right to reject any or all bids, reject any particular item on a bid, and to waive immaterial formalities. The contract will be awarded to the lowest responsible bidder whose bid is most advantageous to the city, price and other factors considered.

1.3 CONTRACT PERIOD

The first term of the contract shall be for a period of twelve (12) months beginning on the date of contract award. The contract term may be extended for up to five (5) additional one (1) year periods under the same terms and conditions, provided such extensions are acceptable to the Owner and the Contractor. The Contractor shall confirm or deny contract renewals in writing by a minimum of ninety (90) days prior to the expiration of the contract. A price increase based upon the Consumer Price Index (CPI) - Dallas area for each twelve (12) month extension period will be considered for approval during each year of contract renewal not to exceed 4% per twelve (12) month period. Request for a CPI price increase must be received in writing a minimum of thirty (30) days prior to the contract renewal date.

1.4 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, perennials, irrigation, paved median noses and intersection traffic island, decomposed granite, etc. within the limits of work for the following general areas:

- 1. Vitruvian Park:** 3958 Vitruvian Way– Approximately 12.2 acres of turf, beds and trees, concrete trails, etc. within the confines of the park which is located behind the Vitruvian development Savoye 1 and 2 and Fiori buildings along Vitruvian Way extending from the Park Rd. parking lot to the Bella Ln. Bridge. The park is located on both side of the Farmers Branch Creek waterway. (See photos on pages 31-33 and 37-40) Beginning May 2019 the grass areas between the pond edge and sidewalk must be kept at a height between 4" – 8" and additional native grasses will be seeded into the turfgrass. See the attached exhibit.
- 2. Spring Valley Rd. Medians** – Trees, turf, and beds on the medians in the middle of Spring Valley Rd. from the first median east of Vitruvian way to Midway Rd.
- 3. Belt Line Rd. Medians** – Trees and beds on the medians in the middle of Belt Line Rd. from

Marsh Ln. to Preston Rd. (See photos page 36)

4. **Midway Rd. Medians** – Trees and beds on the medians in the middle of Midway Rd. from Keller Springs Rd. to Spring Valley Rd.
Note: Midway Rd. south of Belt Line Rd. is currently being redesigned and may undergo a major renovation in 3-5 years. During construction maintenance will be removed from the contract and the contractor will be allowed to re-bid this scope of work prior to resuming maintenance within the medians of Midway.
5. **Arapaho Rd. Medians** – Turf, trees, and beds on the medians in the middle of Arapaho Road from Quorum Drive to Marsh Lane
6. **Dallas Pkwy. Rights-of-ways** – Turf, trees and beds on the rights-of-way along the Tollway side of Dallas Pkwy. from Westgrove Dr. to the Dallas North Tollway exit drive south of Quorum Dr./Verde Valley Ln. on the southbound side and from Verde Valley Ln. to the railroad tracks north of Arapaho Rd. on the northbound side.
7. **Surveyor Water Tower Demonstration Garden:** 4000 Arapaho Rd. ***Designated Organic Only Property** – Approximately 1.50 acres of turf, beds, trees, decomposed granite pathways, etc. located at the southeast corner of Arapaho Rd. and Surveyor Blvd. (See photos on pages 34-35 and 41-43)

NOTE: MAJOR PRUNING, CANOPY THINNING AND RAISING, ARE INCLUDED IN THE SCOPE OF SERVICES FOR THIS CONTRACT. Reference Section 3.4 ‘Pruning’ for what tree work will be required under this contract.

NOTE: MAJOR LEAF AND ACORN REMOVAL IS INCLUDED IN THE SCOPE OF SERVICES FOR THIS CONTRACT. Reference Section 3.14 ‘Leaf, Acorn, and Debris 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.

NOTE: Pricing for ‘Alternates’ shall be requested with this bid. The ‘Alternates’ may be taken in whole or in part. All ‘Alternates’ shall adhere to the non-organic specification within this bid.

NOTE: There are specific requirements for the mowing height of the turf between the concrete trail and the water’s edge in the landscape enhanced areas at Vitruvian Park. Reference Section 3.10 ‘Mowing’.

- B. The Contractor shall provide all materials, equipment, and labor required and/or inferred to professionally 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, mowing, edging, line trimming, irrigation checks and repairs, litter removal (**including pet waste**) and emptying and relining of trash cans, edge trenching, aeration of all turf areas once during the growing season, leaf and acorn removal, litter and debris removal within waterways and adjacent landscape areas, and replacement of unit cost plant material as so directed. **Note:** *All horticultural practices at the water tower site only shall adhere to the most up to date accepted organic methods and adhere to the ‘Organic Landscape Maintenance’ section to follow.*

1.5 GUARANTEE

- A. The Contractor shall immediately 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.
2. Vandalism and/or other abuse of the property that result 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 apply to damaged irrigation, vandalism and graffiti as well.)

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 costs for repairs of such items. A copy of the required Landscape Management Report is included with these specifications.

1.6 SPECIAL CONDITIONS

- A. All services herein provided shall be done in a courteous and orderly manner with a minimum of inconvenience to the businesses, residents, and to the Owner's representatives. All maintenance personnel shall be qualified and proficient in the operations of the landscape industry and be appropriately and neatly dressed, in clearly identifiable uniforms that are the same color and bearing the company logo, at all times while on the property. Shirts must be worn at all times. Gym shorts and tank tops are not appropriate dress. Sturdy, safe footwear must also be worn along with safety vests when required. No music will be allowed to be played by Contractor's personnel while on property.
- B. The Contractor shall provide a qualified English-speaking supervisor/foreman on-site with each crew at all times during any maintenance activity to be responsible for the progress of the work and the conduct of the Contractor's personnel and to answer any questions that may arise. Any time the Contractor's work force is divided between two (2) or more sites, a qualified English-speaking supervisor shall be present at each site. **The supervisors/foremen on-site must have read and be familiar with these specifications and have a means with which to be contacted on-site by the Owner.**
- C. The personnel performing the services described herein shall be under the sole responsibility and the employ of the turf mowing Contractor and shall be constantly supervised and shall be competent, experienced, skilled lawn and plant maintenance-oriented people. All of the Contractor's employees shall be authorized to work in the United States as required by the Immigration Reform and Control Act of 1986. All Contractor personnel shall maintain their appearance and behavior in a professional manner at all times while on property.
- D. All materials and equipment brought to the site are the full responsibility and liability of the Contractor. Vehicles on the sites must bear the company's logo and be clearly identified. Vehicles shall also be in good working order and appear professional in nature and condition.
- E. While on site, the Contractor's representative shall take directions from the Owner's designated representative. Should the need arise, scheduled grounds-keeping activities may be preempted by the Owner's representative in order to respond to other landscaping priorities.
- F. The Contractor shall provide the Owner's representative with a check list of items completed at the end of each working day (Daily Work Report). Such reports may be either faxed to (972) 450-2834 or emailed to rlee@addisontx.gov.
- G. The Contractor is responsible for immediately notifying the Owner regarding any damages to public or private property, dry/wet areas, or problems related to the site irrigation system.

- H. The Contractor shall supervise and direct the work, using his best skill and attention. The Contractor shall be responsible for all maintenance methods, techniques, and procedures and for coordinating all portions of the work under the contract.
- I. Unless otherwise specifically noted, the Contractor shall provide and pay for all labor, material, equipment, tools, transportation, and other facilities and services necessary for the proper execution and turnkey completion of the work specified in this contract.
- J. The Contractor shall at all times enforce strict discipline and good order among his employees. The Contractor shall only utilize workmen who are, in the opinion of the Owner, satisfactory and sufficiently skilled for the efficient performance of all work under this contract.
- K. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulation, and orders of any public authority in connection with the performance of the work.
- L. The Contractor shall be responsible for the acts and omissions of all his employees and his agents.
- M. The Contractor shall be responsible for initiating, maintaining and supervising appropriate safety precautions and programs in connection with his work. He shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to (1) all employees on the project and other persons, pets, or wildlife who may be affected thereby, (2) the project and all materials and equipment to be incorporated therein, and (3) other property at the site or adjacent thereto.
- N. The Contractor shall instruct his employees to use caution while operating mowers, edgers and line trimmers near trees, shrubs and ground covers to prevent damage. Damage to trees, shrubs, or ground covers will not be tolerated. The Owner shall make routine inspections of each site to inspect for mower or line trimmer damage. Signs of damage to trees by mowers or by line trimmers may be grounds for termination of this contract or the issuing of a replacement plant material value to be assessed by the Owner to the Contractor. The Contractor shall be responsible for seeing that his employees are taking every precaution to protect trees, shrubs, and ground covers from damage.
- O. The Contractor shall be responsible for immediate notification of any and all damage to property, including, but not limited to the sprinkler system components, metal edging, lighting, windows, fences, trees, shrubs, etc. of all sites caused by the Contractor and/or his employees. The Contractor shall be liable for any and all damages to Town owned public property, adjacent private property, or vehicles while executing the provisions of the contract.
- P. Any labor, services, or materials over and above the scope of this contract must be approved by Owner's designated representative.
- Q. The Contractor shall provide warning signs and traffic cones at points along all street medians and R.O.W.'s to protect workers and safeguard all traffic. All warning signs and cone layouts shall be provided and maintained in accordance with the requirements of the Town of Addison traffic control regulations and the Texas Manual on Uniform Traffic Control Devices.
- R. The scope of services for sites may change during the contract term and the Town will negotiate prices with the chosen Contractor for any such occurrences. Sites may also be added or deleted. Savings to the Town for deletions shall be based upon the number of visits remaining times the contract cost for each.
- S. **Pet waste must be removed prior to mowing any and all properties.**
- T. No subcontracting of any portion of the services under this contract shall be allowed.

1.7 SCHEDULING

A. Timing

1. The Contractor shall determine scheduling of maintenance visits based on input from the Town of Addison and Vitruvian development management personnel. The Town of Addison shall be

contacted as soon as possible but not less than twenty-four (24) hours in advance when service cannot be performed on schedule and an alternate time shall be determined.

2. The Town of Addison may at any time request alterations or additions to the general maintenance service provided that the Contractor can accomplish the request without additional equipment, labor, or man-hours. Such requests may occur during the special event season.

1.8 LANDSCAPE MAINTENANCE INSPECTION

A. Weekly Inspections by the Contractor

The Contractor shall be responsible for a weekly inspection of the entire property for the performance of all items required and referred to in these specifications.

B. Monthly Inspections by the Contractor and Town of Addison Representative

The Contractor shall be responsible for a monthly inspection of the property 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.

C. Landscape Maintenance Report

The Contractor shall be responsible for notifying the Town of Addison via the Landscape Maintenance Report of any problems. This worksheet must be provided to the offices of the Town of Addison Parks Department on the day of the maintenance. Faxed or emailed copies with a signature are acceptable (Fax 972/450-2834; Email rlee@addisontx.gov). These forms are very important in protecting both the Owner and Contractor when discrepancies or any issues arise. The Contractor shall use the form provided in these specifications.

D. 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.

1.9 ADDITIONAL REQUIRED CONTRACTOR REPORTING

A. Pesticide Application Reports

Written notification to the Town of Addison and the Vitruvian development maintenance staff and posting of Chemical Application for applications at Vitruvian Park, by law, must occur within forty-eight (48) hours of application for the property. All such notifications must conform to the State of Texas Structural Pest Control Board (SPCB) requirements.

All applications must adhere to all SPCB regulations and standards.

Applications may be confined to certain times of the day and/or week. At Vitruvian Park, particular applications may be required after hours or on weekends. Timing of an application must receive prior authorization from the Town of Addison.

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, but not be limited to, 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.

For fertilization reporting, always include the total number of pounds of fertilizer applied per area and indicate an approximate percentage of completion, if the task 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 of the type and number of repairs made 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.

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

- I. All situations affecting safety or health, and/or any property damage.
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.

1.10 CONTRACTOR'S GENERAL PERFORMANCE

A. Personnel Requirements

1. All maintenance personnel shall be uniformed and neat in appearance.
2. An English-speaking Foreman/Supervisor must be present on site at all times. If multiple locations are being serviced by multiple crews, an English-speaking Foreman must be present with each.
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 music shall be allowed.
5. While on site, all personnel must behave in a professional manner
6. The Contractor shall have emergency response personnel available 24 hours per day, seven days per week. The Contractor shall provide the Owner with "after hours" contact names and numbers.

B. Maintenance and Support Equipment

1. 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, and decks level.
6. Due to the heavy volume of traffic on Belt Line Rd., Midway Rd., Arapaho Rd., Spring Valley Rd., and Dallas Pkwy., coning, signing and barricading in accordance with TXDOT standards shall be required. The Contractor is urged to utilize a portable arrow board for traffic control. To lessen the impact on traffic, work on these medians and rights-of-ways shall be restricted to Monday-Friday from 9:00 a.m. to 11:00 a.m. and 1:00 p.m. to 4:00 p.m.

PART 2 - PRODUCTS

2.1 FERTILIZER:

1. See section 3.3 below.

2.2 HERBICIDES:

FOR VITRUVIAN PARK, MEDIANS, AND RIGHTS-OF-WAYS ONLY. *THE SURVEYOR WATER TOWER SITE SHALL CONFORM TO THE 'ORGANIC LANDSCAPE MAINTENANCE' SECTION TO FOLLOW.*

- A. Weed control in, but no limited to, turf areas, ornamental beds, mulched areas, decomposed granite areas, and native grass areas at Vitruvian Park shall include:
 1. Post-emergent weed control: As needed (to include manual removal in native grass areas)
Note: 'Roundup' shall not be allowed to be utilized under this contract.
 2. Pre-emergent weed control: The Contractor shall control weeds with a year-round liquid pre-emergent program. See Section 3.6 A below 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 for use by the Town of Addison Representative.
 5. All herbicides applied in close proximity to the waterways must strictly adhere to SPCB guidelines and requirements. Extreme caution must be exercised.
 6. The use of herbicides at the Surveyor Water Tower shall comply with the 'Organic Landscape Maintenance' section to follow.

2.3 PESTICIDES/FUNGICIDES

FOR VITRUVIAN PARK, MEDIANS, AND RIGHTS-OF-WAYS ONLY. *THE SURVEYOR WATER TOWER SITE SHALL CONFORM TO THE 'ORGANIC LANDSCAPE MAINTENANCE' SECTION TO FOLLOW.*

- A. Provide as needed for the safe control of insect and/or disease problems.
- B. All products must be approved for use by the Town of Addison Representative.
- C. All pesticides applied in close proximity to the waterways must strictly adhere to all SPCB IPM guidelines and requirements. Extreme caution must be exercised.
- D. The use of pesticides/fungicides at the Surveyor Water Tower shall comply with the 'Organic Landscape Maintenance' section to follow.

2.4 MULCH

- A. Landscape Beds and Tree Rings: Use twice ground premium grade shredded hardwood bark mulch as supplied by Living Earth Technology Co. or approved equal. Apply 1 time per year in March/April with additional applications as needed to maintain mulch at three (3) inches of depth minimally 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 lip for mulch retention.

PART 3 - EXECUTION

3.1 NOTIFICATION/REPORTING

- A. Notification for applications of herbicides, pesticides, fungicides, fertilizers, etc., shall be required using current SPCB forms and in conformance with SPCB standards.
 - 1. Vitruvian Development
 - a. Notice of application must be provided to the Vitruvian development maintenance personnel 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.

3.2 IRRIGATION SYSTEM AND WATERING

- A. Irrigation System Inspection and Maintenance:
 - 1. Monthly inspection by the Town's Representative and the Contractor's **licensed irrigation technician(s)** shall be performed on all zones of the irrigation system. Controllers shall be operated and a visual inspection performed to verify proper operation and repair of all system components.
 - 2. Maintenance and repair activities to be performed as needed include:
 - a. Head and box (valves, QCV, flow meter, etc.) 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, mice, etc. from controller cabinets and/or valve, DCA, flow meter, meter boxes, etc.
 - h. Repair of main lines, lateral lines, drip lines, and fittings within confines of maintenance areas.
 - i. Repair of ball and station valves, to include but not limited to, solenoids and diaphragms.
 - j. Any repair not outlined in 'a-i' above, such as wiring repairs, shall be on a time and materials basis. **Note: No mark up of wholesale prices of materials is allowed. – There is a line item on the bid to supply an 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 following repairs.
 - 4. Repairs found to be needed outside the scope of inspection, maintenance, and repairs shall be reported to the Town of Addison immediately. A written cost estimate for such repairs must be supplied to the Town's Representative for approval prior to commencement of any work.
 - 5. All damages to irrigation system components caused by the Contractor's operations shall be repaired immediately at the contractor's expense.
 - 6. All damages to other components, such as lighting, landscapes, etc. caused by the Contractor's

operations shall be repaired within seventy-two (72) hours.

7. All irrigation repair work must be performed by an individual licensed in the State of Texas as a repair technician or irrigator and be completed within forty-eight (48) hours of an inspection.
8. All irrigation repairs and products shall conform with the current Town of Addison Irrigation Specifications.
9. All irrigation repairs must be inspected by a Town of Addison Irrigation Technician 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 minimally receive an inch of water, including rainfall, per week.
4. The Contractor shall provide the Representative with written documentation of initial irrigation programming and updates to this programming 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 fertilization applications and turf aeration. A rainy period will be defined as one (1) day of continuous rain or one (1) inch of rainfall within twenty-four (24) hours and freezing conditions shall be actual or forecasted temperatures of thirty-five (35) degrees or less.

B. 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 warranted.
2. Areas needing supplemental hand watering due to an 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

FOR VITRUVIAN PARK, MEDIANS, AND RIGHTS-OF-WAYS ONLY. THE SURVEYOR WATER TOWER SITE SHALL CONFORM TO THE 'ORGANIC LANDSCAPE MAINTENANCE' SECTION TO FOLLOW.

A. Trees:

1. 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 Lesco, Inc., per 200 gallons of water,
 - b. One gallon of Chelated Micro-Mix, as manufactured by Lesco, Inc., per 200 gallons of water.

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.

 - c. 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.

B. Shrubs, perennials, and Groundcover:

1. Fertilize in April, mid-June and the first part of September. The contractor shall use Lesco brand fertilizer or its equivalent that has a 15-0-0 element percentage with a minimum 7% sulfur and 4% iron plus trace elements applied at 1.0 pound of actual nitrogen per 1000 square feet of application. The nitrogen source shall be a minimum of at least a 50% slow release formulation. 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. Use Lesco brand, or approved equal, product to fertilize the first part of April, mid-June, and the first part of September with a nitrogen only fertilizer, such as 15-0-0, with iron and sulfur at 1.0 pounds of actual nitrogen per 1000 square feet of application. The Nitrogen source shall be at least a 50% slow release formulation. 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.**

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, any 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 are for clearance of 9' over sidewalks and 14' over roadways.

Note: Major winter pruning, canopy raising and thinning, are 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 portion of structures, electrical lines, etc., or hinders visibility of regulatory signage, 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 1" in diameter or greater immediately at the time of pruning.

2. When pruning, the Contractor shall not apply pruning paint to cuts, except during the months of March through May on Oaks only.
3. Flush cuts are not permitted or acceptable nor are leaving stubs.

B. Shrubs:

1. Selectively prune all shrubs as needed to encourage healthy growth and to create a natural appearance based upon the plant placement and plant growth.

C. Groundcovers:

1. Trim edges of beds and any errant growth as needed during the growing season. DO NOT use line edgers to trim groundcovers. DO NOT trim vertically. Cut at a 45-degree angle. Keep appropriate groundcovers 'topped' to promote lateral growth. However, exercise care not to trim too low. The use of growth retardants is acceptable with prior approval by the Parks Representative. Prior approval of the product to be utilized must also occur.

3.5 PESTICIDES

FOR VITRUVIAN PARK, MEDIANS, AND RIGHTS-OF-WAYS ONLY. THE SURVEYOR WATER TOWER DEMONSTRATION GARDEN SITE SHALL CONFORM TO THE 'ORGANIC LANDSCAPE MAINTENANCE' SECTION TO FOLLOW.

- A. 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 applied in close proximity to waterways must strictly adhere to all SPCB IPM guidelines and requirements and requirements. Extreme caution must be exercised. Certain applications may need to be done late in the day or on weekends. All pesticides to be used must receive prior approval by the Town of Addison Representative. Follow SPCB guidelines and post appropriately. **All pesticides shall be applied only by a Texas Structural Pest Control licensed applicator.**

B. Fire Ant Control:

1. ***Total control of fire ants is of the utmost importance.***
2. All areas (including but not limited to beds, mulch areas and turf) shall receive one spring application of 'TopChoice' as a preventative treatment for fire ants. The Town will consider alternative products for fire ant control.
3. Use Orthene, or approved equal, for individual mound treatment on an as-needed basis.
Note: Injections may be deemed necessary if immediate control is needed, especially if special events are closely scheduled.

3.6 HERBICIDES

FOR VITRUVIAN PARK, MEDIANS, AND RIGHTS-OF-WAYS ONLY. THE SURVEYOR WATER TOWER DEMONSTRATION GARDEN SITE SHALL CONFORM TO THE 'ORGANIC LANDSCAPE MAINTENANCE' SECTION TO FOLLOW.

Supply the Town with a minimum forty-eight (48) hour written notice prior to any applications. All herbicides applied in close proximity to waterways must strictly adhere to all SPCB guidelines and requirements. Extreme caution must be exercised. Certain applications may be required to be done late in the day or on weekends. All herbicides must receive prior approval by the Town of Addison Representative. Follow SPCB Guidelines and post appropriately. **All herbicides shall be applied only by a Texas Structural Pest Control licensed applicator.**

A. Pre-emergent:

1. The Contractor shall control weeds with a year-round pre-emergent program. 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 in writing for approval by the Town of Addison.

B. Post-emergent:

1. Apply post-emergent herbicides according to label instructions and as needed to control weeds in beds, lawns, crushed granite, walkway joints, mulched areas, etc. All herbicides to be used must be approved by the Town of Addison.
2. **Note: 'Roundup' shall not be allowed to be utilized under this contract.**

C. All liquid pre-emergent 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 by the Contractor immediately at his own expense.

- D. All post-emergent herbicides shall be applied with a suitable surfactant additive mixed uniformly in solution.
- E. Use chemical means to maintain all pavement joints and paver areas in a weed free condition.

3.7 MULCHING/TRENCHING

- A. Mulch all shrub beds and tree rings as needed to maintain a three (3) inch depth of twice ground premium hardwood bark mulch. Shrub bed and tree ring mulching shall routinely occur in early spring (March - April) and year-round as often as needed to maintain at 3" in depth. Mulch is to be spread such that none of the previously laid mulch is visible. Do not pile mulch up on the base of plantings.

3.8 WEEDING/CULTIVATING

- A. Remove weeds as needed to maintain all areas in a weed free condition. Hand weeding of the native areas at Vitruvian Park is included within this contract. Cultivate beds only prior to application of pre-emergent herbicide. DO NOT cultivate beds after pre-emergent herbicide has been applied.

3.9 LITTER CONTROL (*Includes Pet Waste and Cleaning of Waterways*)

- A. The contractor shall be responsible for picking up trash (*including pet waste, trash/debris in and along waterways, etc.*) during each site visit and prior to mowing operations. Removal of trash and debris from all beds, tree wells, paved median noses, intersection traffic islands, turf, etc. is required under this contract. Trash receptacles in the parks and along streetscape sidewalks shall be emptied and relined with heavy duty and appropriately sized plastic bags during each visit.

3.10 MOWING

FOR VITRUVIAN PARK, MEDIANS, AND RIGHTS-OF-WAYS ONLY. THE SURVEYOR WATER TOWER DEMONSTRATION GARDEN SITE SHALL CONFORM TO THE 'ORGANIC LANDSCAPE MAINTENANCE' SECTION TO FOLLOW.

- A. The contractor shall be responsible for mowing the turf areas within this contract approximately thirty-five (35) times during the year.
- B. Mowing shall be done using mulching rotary-type mowers only. Any excess grass clumps shall be removed after each mowing and all sidewalks, streets, etc. shall be blown clean. Do Not allow grass clippings to enter into the waterways. Any grass clippings doing so must be immediately and totally removed by the Contractor using pool type dip nets.
- C. Do Not blow any organic material or debris into the waterways, streets, private drives, parking lots, area drain inlets or storm sewer inlets. Any material entering the waterways must be immediately and totally removed by the Contractor using pool type dip nets. Blowing of debris into storm sewer inlets or into the street is a violation of Town of Addison Ordinance and is subject to fine. Blowing of such material into the surrounding landscape beds or fountains is also strictly forbidden.
- D. **Note:** Some of the islands in the Vitruvian Park waterway are not readily accessible from land. A Contractor supplied portable ramp will have to be used to allow access across the approximately 8' wide gap between island and shore for mowing and maintenance purposes.
- E. Exercise care when performing operations in close proximity to pedestrians, cyclist, pets, wildlife, etc.
- F. **Note:** Mowing is weather dependent and the number of mowings and/or frequency may be more or less than that in 'A' above.
- G. **DO NOT** mow during wet conditions to eliminate rutting and tracking.

- H. Line trimming and spraying of weeds within the concrete/paver noses of medians and traffic islands at the median intersections is required under this contract.
- I. ***Note: Specific mowing height requirements shall be strictly adhered to for the Vitruvian Park turf in the landscape enhanced areas between the concrete trail and the water's edge. These requirements do not apply to the 'natural area' located downstream of the Ponte Ave. bridge. The minimal height of the mowing of the turf in these areas shall be four (4) inches. This height may change at any time at the discretion of the Town of Addison.***

3.11 TURF AERATION

- A. All turf areas shall be thoroughly aerated once during the growing season utilizing core-type units. Aeration shall be accomplished in a minimum of two different directions at 90-degrees to each other.
- B. The contractor shall flag all irrigation heads, valve boxes, obstacles, etc. to prevent damage. Coordinate this activity with the Town's irrigators.
- C. The Contractor is responsible for any damages that occur during this process.

3.12 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.

3.13 BLOWERS

- A. For the same reasons as stipulated in 3.12 A. above, the use of blowers is restricted from 8:00 a.m. **(9:00 a.m. for Vitruvian Park)** to 5:00 p.m. during any day of the week. No variance will be made for these restrictions.

Do Not blow any organic material or debris into the waterways, streets, private drives, parking lots, area drain inlets or storm sewer inlets. Any material entering the waterways must be immediately and totally removed by the Contractor using pool type dip nets. Blowing of debris into storm sewer inlets or into the street is a violation of Town of Addison Ordinance and is subject to fine. Blowing of such material into the surrounding landscape beds or fountains is also strictly forbidden.

3.14 LEAF, ACORN AND DEBRIS REMOVAL

- A. The contractor shall remove leaves, trash, debris and acorns from walks, lawns, and planting beds during each visit.
- B. **During heavy leaf/acorn 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 of leaf and/or acorn accumulations from pathways, decks, overlooks, landscaped areas, etc. during times of high leaf/acorn drop shall be required within Vitruvian Park. 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 all 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.
- 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 surrounding landscape beds or 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 a separate line item for all of the other sites under the contract.**

3.15 CLEANING OF WATERWAY AND ADJACENT AREAS AT VITRUVIAN PARK

- A. The Contractor shall remove all trash and debris from all areas within the park and waterways during each visit.
- B. Following a significant rain event, the Contractor shall be responsible for visiting the site within twenty-four (24) hours to remove trash and debris from the waterway and adjacent landscape areas of the entire Vitruvian Park. Special events or other situations may necessitate a quicker response time.
- C. Twenty-four (24) significant rain event occurrences shall be included in this bid. Any additional cleanings will be paid for on a per each basis. A separate line item is provided on the bid form for a per each additional cleaning price.

3.16 PLANT INSTALLATION

- A. Provide and install replacement trees, shrubs, perennials, or groundcovers at an hourly rate. Any such installation shall be on a time and materials basis only. **See the bid line item to supply an hourly labor rate for such work.**
Note: No mark up of wholesale prices of plant materials is allowed.
- B. Note: All plantings shall carry a ninety (90) day guarantee.

3.17 RESTRICTED WORK HOURS (Medians and Rights-of-ways only)

- A. To lessen the impact on traffic, work on the medians and rights-of-ways of Belt Line Rd., Midway Rd., Arapaho Rd., Spring Valley Rd., and Dallas Pkwy. shall be restricted to Monday-Friday from 9:00 a.m. to 11:00 a.m. and 1:00 p.m. to 4:00 p.m.

PART 4 - PAYMENT

Payment processing for an invoice shall only begin upon receipt of a 'verified invoice' from the contractor. An invoice shall only be accepted for payment once the work has been verified by the Town's representative that all work stipulated for payment on the invoice has been satisfactorily completed. Thirty (30) days from the receipt of a verified invoice shall be allowed for the processing of each invoice. Payment to the contractor shall be mailed out to the address supplied by the contractor. No checks shall be made available for pick up by the contractor.

PART 5 - ALTERNATES

- 4.1 Provide turnkey pricing for each of the following "Alternates" while strictly adhering to the non-organic bid specifications within this contract.
 - A. Belt Line Road Medians between Marsh Lane and Preston Road
 - B. Midway Road Medians from Keller Spring Road to Spring Valley Road
 - C. Arapaho Road Medians from Quorum Drive to Marsh Lane
 - D. Spring Valley Road Medians from the 1st median east of Vitruvian Way to Midway Road
 - E. Dallas Parkway Rights-of-way
 - 1. Northbound from Verde Valley Lane to the railroad tracks north of Arapaho Road

2. Southbound from Westgrove Drive to the Dallas North Tollway exit ramp south of Quorum Drive/Verde Valley Lane

LANDSCAPE MAINTENANCE FREQUENCY CHART

**FOR VITRUVIAN PARK, MEDIANS, AND RIGHT-OF-WAYS ONLY. SURVEYOR WATER TOWER SITE
SHALL CONFORM TO APPENDIX 'B' OF THE 'ORGANIC LANDSCAPE MAINTENANCE' SECTION.**

GENERAL SITE MAINTENANCE

FREQUENCY PER YEAR

A.	Trash, pet waste, debris, leaf, acorn removal *	Each visit
A.	Vitruvian Park/Major acorn leaf removal	Min. 3 times per week during specified times
B.	All other locations Major Leaf/Acorn Removal	Min. 1 time per week during specified times
C.	Cleaning of waterways and adjacent areas	While on site; up to 24 following significant rain events
D.	Grounds Inspections	12
E.	Turf Aeration	All turf areas once during the growing season

TURF, SHRUB, PERENNIAL AND GROUND COVER CARE

FREQUENCY PER YEAR

A.	Weed/Insect control	Minimal weekly and as needed
B.	Ground cover control/edging	Monthly and/or as needed
C.	Pruning/Trimming	Monthly and/or 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, sucker growth, water sprouts	As needed
B.	Pruning: Winter pruning	1 (December-January; possibly into February)
C.	Mulch application	1 and 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 liners in trash receptacles, and removing litter, pet waste and debris within the confines of the landscaped areas of this contract to include the waterways.**

LANDSCAPE MANAGEMENT REPORT

(Required to be completed after each visit)

Drop form by Parks Dept., 16801 Westgrove, 2nd floor
or Fax to (972) 450-2834 or Email to rllee@addisontx.gov

Date: _____ Location _____ Inspected by: _____

General Site Maintenance

- Trash, Debris, Leaf, Acorn, Debris, & Pet Waste Removal ☐ _____
- Major Leaf/Acorn/Debris Removal ☐ _____
- Cleaning of Waterways & Adjacent Areas While on Site and Following Significant Rain Events ☐ _____
- Grounds Inspections ☐ _____

Turf, Shrub, Perennials & Groundcover Care

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

Tree Care

- Pruning: Clearance, Suckers & Water Sprouts ☐ _____
- Pruning: Winter Pruning ☐ _____
- Mulch Application ☐ _____
- Fertilizer Applications ☐ _____
- Dead/Broken Limb Removal ☐ _____

Mowing, Edging, Line Trimming☐ _____**Aeration of Turf**☐ _____**Irrigation**

- Head height adjustment ☐ _____
- Head - 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 ☐ _____

ORGANIC LANDSCAPE MAINTENANCE
FOR SURVEYOR WATER TOWER DEMONSTRATION GARDEN ONLY

PART 1 GENERAL

1.1 SCOPE

- A. Furnish all work and materials, appliances, tools, equipment, facilities, transportation, and services necessary for and incidental to performing all monitoring, adjustment and minor repair of sprinkler irrigation system, cleaning of drip irrigation filters and checking pipe, inspect drip irrigation pipe for damage, irrigation scheduling and monitoring, weeding of mulched beds, mulching of beds, weeding and occasional mowing of buffalo grass areas, pruning of trees, shrubs and groundcovers, cutting back or ornamental grasses, deadheading of perennials, application of organic fertilizers, insecticides, and herbicides, sweeping of aggregates, general site clean-up, removal of trash and products of maintenance, relining of trash cans, submittal to Owner of maintenance schedule as specified herein, etc. When the term "Contractor" is used in this section, it shall refer to the Maintenance Contractor. When the term "Representative" is used in this section, it shall refer to the Owner's designated representative.

1.2 REQUIREMENTS OF REGULATORY AGENCIES

Perform work in accordance with all applicable laws, codes, and regulations required by authorities having jurisdiction over such work and provide for all permits required by local authorities.

1.3 CONTRACTOR RESPONSIBILITIES

1. Sprinkler Irrigation System: The Contractor's maintenance of the sprinkler irrigation system shall consist of monitoring and adjustment of the duration and frequency of the watering schedule, adjustment of heads for coverage and elevation, repair of leaks in both mains and lateral lines, and all other work required to maintain a complete working sprinkler irrigation system.
2. Drip Irrigation System: The Contractor's maintenance of the drip irrigation system shall consist of maintenance per manufacturer's instructions and as addressed in Section 3.8.
3. Trees: The Contractor's maintenance of trees shall consist of watering, cultivating, weeding, re-staking, resetting to proper grades or upright position, pruning any dead or diseased wood, pruning any rangy/errant growth, restoration of the planting saucer, and furnishing and applying such TORC (Texas Organic Research Center), OMRI (Organic Materials Review Institute), or approved equal sprays and invigorants as are necessary to keep the plantings free of insects and disease and in a thriving condition. See Appendix B for frequency.
4. Lawns: The Contractor's maintenance of lawns shall be per Section 3.6 and per frequency as shown in Appendix B.

PART 2 PRODUCTS

2.1 MATERIALS

- A. No synthetic fertilizers of toxic chemical pesticides or products are allowed.
- B. Only products equal or acceptable to the Texas Organic Research Center are allowed to be used. Refer to Appendix "A" for Acceptable Organic Soil Amendment and Fertilizer Products, Unacceptable Fertilizer Products, Organic/Natural Pest Control Products, and Unacceptable Pest Control Products.

2.2 FERTILIZERS (all plantings)

- A. Fertilizer samples are to be submitted for approval by the Owner prior to use.
- B. Use acceptable organic fertilizers such as corn gluten meal, Garden-Ville, Bioform, Nature's Guide, Medina, dry molasses and GreenSense. Use TORC, OMRI, or equal approved products.

2.3 HERBICIDES

- A. Contact post-emergent herbicides: Vinegar based products. Mixture of 1 gallon of 10% (pickling) vinegar plus 2 ounces of orange oil plus 1 drop of an organic liquid soap such as Dr. Broenner's Peppermint Oil Soap (with coconut and olive oils) for use in wicking onto weeds to reduce contact with permanent plant materials.
- B. Pre-emergent weed control: Corn gluten meal. Use TORC, OMRI, or equal approved products.

2.4 ANT CONTROL

- A. Apply organic mound treatments such as Garden-Ville Feugo and GreenSense Soil Drench, or equal approved products.
- B. Apply beneficial nematodes to the site.

2.5 WOUND PAINT: Shall not be used.

2.6 MACHINERY AND EQUIPMENT: Machinery requirements listed under this Section are NOT intended to be restriction of specific manufacturers or models, unless so stated. Specific mention of a manufacturer is intended as a guide to illustrate the final product of the maintenance operations desired. All equipment used shall be and maintained in top working condition at all times.

- A. Pruning tools shall be maintained in safe, working condition, cutting edges shall be sharp at all times.
- B. Granular material spreaders shall be the cyclone type. The Contractor shall be responsible for any grade, plant material (trees, shrubs, etc.), or hardscape amenity damage caused by the spreader and the application process. Spreaders shall be in a safe working condition at all times.
- C. Pesticide sprayers for application of organic products shall be of the hand-held or backpack type. The Contractor shall be responsible for any grade, plant material (trees, shrubs, etc.), or hardscape amenity damage caused by the sprayer and the application process. Sprayers shall be in a safe working condition at all times.
- D. All carts, wheelbarrows, and similar wheeled conveyances used in or on any portion of the existing landscape or amenities shall be equipped with pneumatic tires.
- E. No fueling or repair of equipment is permitted within the landscaped areas.

PART 3 EXECUTION

3.1 WATERING

- A. General:
 - 1. Maintenance procedures shall assure the proper operation of the irrigation system. The irrigation components (valves, heads and nozzles, drip components, controller, etc.) shall be inspected, cleaned, repaired, and adjusted bi-weekly.
 - 2. Adjust the system's timing in accordance with the general weather conditions. Improper watering procedures causing the decline of the permanent good health and appearance of plant material shall be replaced with the same variety of equal size and form at the cost of the Contractor.
 - 3. Promptly repair any damage to the irrigation system caused by the maintenance operations, vandalism, excavation by others resulting in broken heads, risers, pipe, etc. or other similar damage; replace with the same part and manufacturer.
- B. All planting areas shall be watered as necessary to provide the proper moisture levels. Adjust watering practices to match water requirements of species in planting beds, and allow for wind and sun exposure. Maintain uniform moisture in all planting areas during the winter months – particularly when a freeze is predicted. Hand water as needed to maintain proper moisture levels especially during drought situations or during times of automatic irrigation failure.
- C. Avoid over- and under-watering and notify Owner immediately if drainage problems appear.

3.2 FERTILIZATION: (all planting areas)

- A. February – Organic fertilizer

- B. June – Organic fertilizer – corn gluten meal
- C. September – Organic fertilizer – corn gluten meal
 - 1. Fertilize all shrubs, groundcover, and perennial beds with organic fertilizer or corn gluten meal fertilizer at 20 pounds per 1,000 square feet.
 - 2. Apply three times per year in February, June and September. February and September applications shall be corn gluten meal. June application shall be Garden-Ville 6-2-2, GreenSense 6-2-4, Bioform 5-3-4, or other approved product.
 - 3. All plants shall be sprayed with Garrett Juice or approved compost tea monthly.

3.3 TREES

- A. Any fire ant mounds around or on top of a tree root zone shall be treated immediately with products as specified. Do not allow the mound to build on the tree trunk as this will cover the tree root flare and possibly cause injury or death.
- B. Trees: Prune only as needed rather than on a regular schedule. However, oak trees are not to be pruned between the months of March and May. Experienced pruning personnel shall carry out pruning.
 - 1. Prune to remove damaged limbs and water sprouts; remove crossing branches; and maintain the natural shape of each species.
 - 2. Remove sucker growth and water sprouts as needed.
 - 3. Prune to eliminate diseased or damaged growth. Treat cuts with Tree Goop only per 3.7 F.
 - 4. Sterilize pruning tools with alcohol or hydrogen peroxide between individual plants.
 - 5. Use no line trimmer or edgers within 15” of any tree. Should the need for trimming be necessary near tree trunks, it shall be done so by hand trimming only.

3.4 SHRUBS, GROUNDCOVERS AND PERENNIALS

- A. Thin to remove dead wood when necessary. Remove dead wood and freeze damaged leaves in the spring.
- B. **In no case should any shrub be sheared.** Shrubs shall be selectively pruned.
- C. All water sprouts and sucker type growth shall be pruned and trimmed continuously. Pruning and trimming of any shrub shall be done so in a manner as to retain the natural character and habit of the plant.
- D. All shrub, groundcover, ornamental grass, and perennial beds shall be hand edged and weeded weekly during the growing season.
- E. Cultivate the beds (break soil and loosen) see Appendix “B”.
- F. Always prune out dead, broken, and diseased wood. All cuts shall be properly made; flush cuts and stubs are not acceptable.
- G. All damaged, dead, and thin areas in groundcover beds shall be replanted at the direction of the Owner’s Representative. Replacement of plant material not due to the Contractor’s negligence shall be at the Owner’s expense and upon receipt of written authorization to proceed.
- H. Re-mulch beds with mulch topping as necessary to maintain a full 3” depth to prohibit weed growth.
- I. Perennials shall be continuously inspected for signs of pests and diseases. Identify pests and diseases and treat with appropriate methods. Refer to Appendix “B” for specific maintenance schedule.
- J. Remove spent flowers, and dead leaves and stems from plants as they appear. Take care not to damage plants.

- K. All pruning debris and limbs shall be removed completely and immediately from the site.
- L. All groundcover beds shall be sheared only as necessary to remove old growth (liriope) or woody growth. This shall be done in the early spring prior to the growing season. Groundcover beds bordering on paved surfaces must be edged as needed to retain a neat edge. DO NOT trim vertically so as to expose the stems; cut at a 45-degree angle.

3.5 ORNAMENTAL GRASS

- A. The ornamental grasses used in the project are herbaceous perennials, dormant in the winter. The foliage, flowers and seed plumes die with the onset of freezing weather but persist throughout the winter. The dead but standing foliage retains its form and is one of the main aesthetic values of these plants. Maintenance activities in or around these plants must be performed carefully during the fall and winter to avoid damage to the standing foliage. If damaged, the foliage will not completely regenerate until the following summer.
- B. The ornamental grasses are sensitive to over-fertilization and to over-watering. Over-fertilization and over-watering causes the plants to become “top-heavy”, resulting in foliage and flowers that do not stand upright, but fall over in wind or rain. This destroys the fall and winter value of the plants, and may cause decreased cold-hardiness.
- C. Trim ornamental grasses only once each year as shown on attached Appendix “A”. Trimming shall be done in late winter or early spring just before spring growth starts. Trim by cutting all dead foliage and flowers with hedge shears or other tools, leaving a neat, even mound of dead stalks at 6” above finished grade. Take care not to damage the living crown of the plant. Trim ornamental grasses at the following heights:

- 1. Ornamental Grasses – 1/3 height of plant

3.6 MOWING OF BUFFALO GRASS

(Note: The mowing frequency may fluctuate due to weather conditions.)

- A. Contractor shall note that irrigation heads are located in these areas.
- B. Do not scalp the grass or cut more than one-third (1/3) the existing top growth in any one (1) mowing.
- C. Mow grass areas as shown on attached Appendix “B”.
- D. Hand trim around irrigation boxes, edging, signs, meter & backflow device boxes, utility poles, fire hydrants, etc.
- E. No weed-eaters or edgers are to be used in close proximity to plantings. Hand trim only as necessary.
- F. Mulching mowers shall be used. **Do not bag clippings.**
- G. When the turf becomes dormant in the fall, consult with the Representative to determine the need for final clean-up mowing.
- H. Turf Mowing:
 - 1. During periods of cool weather:
Mow Buffalo turf varieties at 2-3” in height.
 - 2. During periods of warm and hot weather:
Mow Buffalo turf varieties at 3” of height.

3.7 PEST AND DISEASE CONTROL: **As required** for safe control of the particular disease or insects.

- A. Assess level of damage caused by insects and diseases regularly. Minor, visually unimportant damage does not need to be treated, as long as the long-term health of the planting is not affected.
- B. Carefully identify any pest that causes significant damage. Do not attempt control until pest organism has been properly identified.

- C. After clear identification, choose the least toxic control measure possible. Read and observe all label precautions. If the least toxic control measure is not effective, use the next least hazardous biological or pest-specific control measures. In pest outbreaks, review cultural practices to determine the underlying cause, and correct.
- D. Specific directions are as follows:
1. Insects
 - a. Aphids – spray Garden-Ville Auntie Feugo or equal orange-based product plus the release of ladybeetles. Neem products can also be used.
 - b. Armyworms, cankerworms, leaf rollers, tent caterpillars, sod webworms, webworms, and other larvae of moths and butterflies – Treat when insects are active with *Bacillus thuringiensis* products. Add 2 oz. molasses per gallon of spray.
 - c. Bagworms – Release trichogramma wasps at spring leaf emergence. Spray BT in spring during feeding with molasses if necessary. Once bags have formed, hand removal is the only solution.
 - d. Borers – Active borers in trunks can be treated with Tree Trunk Goop or beneficial nematodes. To prevent their return apply the Sick Tree Treatment or approved equal.
 - e. Chinch bugs – Treat the soil with natural diatomaceous earth during dry weather, spray with citrus-based product such as Garden-Ville Auntie Fuego, or approved equal, at other times. Healthy turf will not have this pest.
 - f. Cucumber and other destructive beetles – Spray plants with Neem or citrus (orange oil or d-limonene) – based products. Apply beneficial nematodes to the soil.
 - g. Fire ants – Treat mounds with citrus-based product such as Garden-Ville Auntie Feugo or GreenSense Soil Drench, or Woodstream Safer Fire Ant Killer. Apply beneficial nematodes and horticultural cornmeal as needed.
 - h. Galls – Normally not a problem requiring treatment. For heavy infestations spray Neem products and apply the Sick Tree Treatment, or approved equal. Exposing root flares can often reduce heavy populations.
 - i. Grasshoppers – Treat the site in the spring with Nolo Bait. Treat adult insects that are feeding with Surround WP or other kaolin clay or particle film products if necessary in summer. Follow label directions.
 - j. Grubworms – The microbe stimulating nature of the organic soil amendments, fertilizers, and the organic program in general usually controls the harmful grubs. For unusual outbreaks of pest grubs, apply beneficial nematodes.
 - k. Lacebugs – Treat at first sign of infestation with horticulture oil, Neem or citrus-based products such as Garden-Ville Auntie Feugo, or approved equal.
 - l. Leaf miners – Treat with Neem or garlic-pepper teas when first symptoms appear or on leave usually in summer months.
 - m. Mites – Spray Garrett Juice plus garlic-pepper teas. Horticultural oil can be used as a last resort. Any product that contains seaweed will help control them.
 - n. Scale – Treat infestations with horticultural oil or orange oil product. Follow the temperature restrictions for use of horticultural oil or orange oil/d-limonene insect control product.
 - o. Twig girdlers – Treatment is unnecessary. These interesting insects are only a temporary cosmetic problem.
 2. Beneficial Insect Release

Release ladybugs (2,000 per 1,000 square feet) directly on plants infested with aphids. Adjust as needed depending on the troublesome insect population. Spray plant with molasses at 2 ounce per gallon prior to release.

 - a. March – May: Release trichogramma wasps @ 10,000 eggs per acre weekly. Begin release when the leaves start to emerge.
 - b. April: Release green lacewings @ 2,000 eggs per acre weekly for four weeks.
 - c. May - September: Release green lacewings @ 1,000 eggs per acre every two weeks.

For more information on organic insect control, see Malcolm Beck and Howard Garrett's book: [Texas Bug Book](#).
 3. Disease Control – Trees, Shrubs, Groundcovers, Perennials and Vines
 - a. Powdery Mildew – Treat when present with Garrett Juice plus Remedy (potassium bicarbonate), or approved equal. Treat soil with horticultural cornmeal at 20 lbs. per 1,000 square feet.
 - b. Rust – Treat with Garrett Juice plus Remedy or other potassium bicarbonate. Use at one ounce per gallon or per label instructions.
 - c. Leaf spot – Treat when present with Garrett Juice plus potassium bicarbonate. Use at one ounce per gallon or per label instructions.

- d. Fungal leaf spot – Treat when present with Garrett Juice plus potassium bicarbonate or approved equal. Apply horticultural cornmeal to the soil at 20 pounds per 1,000 square feet.
- e. All other fungal diseases – Spray with Garrett Juice plus potassium bicarbonate or approved equal product. Apply horticultural cornmeal at 20 pounds per 1,000 square feet.
- f. All other bacterial diseases – Spray with Garrett Juice plus Consan 20 or hydrogen peroxide.
- g. Note: Other compost tea products such as GreenSense Foliar Juice and others can be substituted for Garrett Juice.
- h. All fungal diseases including Pythium Blight, Rust, Helminthosporium, Take-All Patch, Fusarium Blight, Brown Patch, Gray Leaf Spot – Apply horticultural cornmeal at 20 pounds per 1,000 square feet at first sign of disease. Spray potassium bicarbonate product at 1 oz. per gallon.

E. Sick Tree Treatment (for borers):

1. Step 1: Remove Excess Soil from above the Root Ball
A very high percentage of trees have been planted too low or have had fill soil or eroded soil added on top of the root flare and roots. Soil on top of the root ball reduces oxygen availability and leads to circling and girdling roots. Soil, or even heavy mulch, on trunks keeps the bark constantly moist which can rot or girdle trees. Many new trees are too low in their containers. Excess soil and circling and girdling roots must be removed before plantings. Removing soil from the root flares of tree should be done professionally with a tool called an air spade.
2. Step 2: Aerate the Root Zone Heavily
Don't rip, till or plow the soil. That destroys all the feeder roots. Punch holes (with core aerators or ag devices such as the Air-Way) heavily throughout the root zone. Start between the drip line and the trunk and go far out beyond the drip line. 6-8" deep holes are ideal, but any depth is beneficial. An alternative is to spray the root zone with a living organism product or bio-stimulant such as an aerated compost tea.
3. Step 3: Apply Organic Amendments
Apply Texas greensand at about 40-80 lbs. /1,000 sq. ft., lava sand at about 80-120 lbs. /1,000 sq. ft., horticultural cornmeal at about 20-30 lbs. /1,000 sq. ft. and dry molasses at about 10-20 lbs. /1,000 sq. ft. Cornmeal is a natural disease fighter and molasses is a carbohydrate source to feed the microbes in the soil. Expanded shale applied at ½" is also very helpful if the budget allows this step. Apply a 1" layer of compost followed by a 3" layer of shredded native tree trimmings; however, do not pile mulch up on the root flare or the trunk. Shredded native cedar is the best source for mulch in bare areas. In turf, use a 1" layer of horticultural cedar flakes. Smaller amounts of these materials can be used where budget restrictions exist.
4. Step 4: Spray Tree and Soil
Spray the ground, trunks, limbs, twigs and foliage of trees with compost tea or the entire Garrett Juice Mixture. Do this monthly or more often if possible. Adding garlic oil tea or cornmeal juice to the spray is also beneficial for disease control while the tree is in trouble. Cornmeal juice is a natural fungal control that is made by soaking horticultural or whole ground cornmeal in water at one cup per 5 gallons of water. Screen out the solids and spray without further dilution. Cornmeal juice can be mixed with compost tea, Garrett Juice or any other natural foliar feeding spray. It can also be used as a soil drench for the control of soil borne diseases.

F. Tree Goop (for Borers):

1. Mix 1/3 part diatomaceous earth, 1/3 part rock phosphate, and 1/3 part manure compost together with enough water to make a thick paste that can be painted onto the trunks of trees. Use for control of borers and other troublesome pests that move between the soil and tree.

G. Garrett Juice:

1. Mix: Compost tea – label directions, use 1 cup/gallon, Seaweed – 1 ounce/gallon, Molasses – 1 ounce/gallon and Apple cider vinegar – 1 ounce/gallon

3.8 IRRIGATION SYTEM

- A. Landscape Irrigation System: The Contractor shall be totally responsible for the operation of all irrigation systems, both manual and automatic, temporary and permanent, as well as programming the automatic controlling devices to produce optimum moisture levels in all plant, vegetation and tree areas. Keys shall be provided to the Contractor for all irrigation controllers. It shall be the Contractor's sole responsibility to keep plants watered properly. If there are problems with the irrigation system that prevent proper watering procedures, the Contactor shall effectuate all repairs and hand water to keep plants thriving until such repairs are completed.
 1. If possible, except as dictated by extenuating circumstances (when unusual circumstance occur as necessitated by special events, etc.) irrigation cycles shall be set to take place during night-time hours.

2. If there is more than one irrigation controller on the water source, do not program controllers to water during the same time period, as an overdraft of water line source will result, resulting in diminished efficiency of system. Set controllers so that one finishes its watering cycle before the next starts its watering cycle. During periods of high rainfall, set controllers to the manual or rain mode until irrigation is needed. Do not switch controller to "off".
 3. Operation of the irrigation system shall be monitored by the Contractor on bi-monthly basis (in conjunction with service cycle) to insure proper coverage or areas and operation of system – for example, proper running of controller, the setting of turf/groundcover/perennial heads at the proper height, the straightening of heads, and cleaning/adjusting nozzles and heads to prevent water spray onto windows or buildings, to reset drip line, etc. When adjusting nozzles, the Contractor shall remember to avoid excessive watering of hard surface areas (parking lots, walks, drive-ways, etc.); placing emphasis on this need at all times, but particularly so during winter months. Do not rely on a nozzle's flow control for adjustment; use the right nozzle for the space.
 4. Maintenance of drip irrigation system shall consist of removing the disc stack, rinsing with water and replacing every 6 months, comparing the controller run/times and frequency to the application rate for the Techline tubing used at the spacing installed, and if the amount of water in inches/hour is insufficient or exceeds the requirement of the plant, adjust accordingly. Refer to "Techline Design Manual" by netafimusa.com.
 5. During cold weather, the Contractor shall be responsible to monitor the weather closely and to turn the irrigation system to manual or rain mode to prevent the icing of sidewalks, driveways, vehicular lanes and grounds, and any associated damage to plants. When weather conditions dictate, the Contractor shall drain the irrigation system so that minimum freeze damage occurs to the system.
 6. The project is equipped with rain/freeze sensor for the site area landscaping. In maintaining the irrigation system, the Contractor shall have the use of, and be responsible for the operation of these devices, keeping in mind the +/- variable factor in factory settings of freeze sensors.
 7. Any damage caused by the Contractor, (heads, bubblers, valves, wiring, etc.), shall be repaired at no cost to the Owner. Replacement of equipment shall be of the same type, model, and manufacturer. No substitutions shall be accepted unless a particular replacement part is out of production.
- B. The Contractor shall perform maintenance on the irrigation system to ensure that the system is working properly. The Contractor shall be responsible for the supply and/or replacement of all sprinkler heads, broken, missing, or otherwise, damaged during routine scheduled service and/or vandalism of site. Contractor shall be prepared to respond immediately to reports of irrigation problems occurring.
- C. A minimum of bi-weekly check the systems for continuous trouble-free operation.
- D. Adjust all heads and bubblers to maintain proper coverage. This includes height adjustments.
- E. Immediately repair and replace any equipment damaged as a result of maintenance operations, at the Contractor's expense and as directed by the Owner's Representative.
- F. Accidental damage not resulting from Contractor's negligence shall be reported promptly to the Owner's Representative along with an estimate of cost for correction for Owner's Representative approval.
- G. The Owner's Representative shall be notified, within twenty-four (24) hours, of any damage caused by accident, vandalism, theft, or acts of God.
- 3.9 FERTILIZING: Refer to Appendix "A" for approved organic fertilizers. Refer to maintenance schedule Appendix "B" for application dates.
- 3.10 MULCHING: Apply coarsely shredded, slightly decomposed, hardwood mulch in planter beds and at the bases of trees as needed to maintain a minimum depth of three (3) inches. Hold mulch back from root flare of plant at least four (4) inches or tree by at least eight (8) inches. Hold compost and mulch back from root flare of all plants and trees. Remove any mulch, compost, leaf debris and ant piles at the root flare base of a tree to keep roots fully exposed.
- 3.11 WEED REMOVAL: Remove weeds weekly during growing season and as required for safe control and elimination of weeds and to prevent reseeding and spreading of noxious and aggressive weeds. The Contactor shall familiarize himself with the plants that are to be maintained.
- A. Weeds in aggregates – Hand pull on a regular basis; spray with vinegar-based herbicides only if needed.

- B. Weeds in shrub beds, groundcover beds, ornamental grass beds, perennial beds and grass - Hand pull on a regular basis; spray with vinegar-based herbicides only if needed, or apply vinegar, orange oil/soap mixture with a wick for contact to specific weeds.
- C. Weeds in paving – Apply non-selective organic herbicide on regular basis

3.12 LITTER REMOVAL: Maintain all grass, groundcovers, shrubs, perennials, ornamental grasses, mulch, aggregates, paved areas, etc. as required to be free of litter and debris. The frequency is shown on the Appendix “B”. Litter control shall be performed weekly on all portions of areas involved with this contract. Extremely high visitation, i.e. special events, may increase intensity. Pick up all litter and debris in trash receptacles and on the grounds, including pet waste, and haul away and dispose of in an appropriate and legal manner. Reline trash cans with heavy duty properly sized plastic bags. Hand rake or use pneumatic blower to remove acorns from the site including grass areas and beds.

3.13 HAZARD REMOVAL: Pick up and remove any and all broken glass from planters and lawn areas as necessary, but at least once per week. Any hazardous conditions shall be reported to the Owner’s Representative immediately upon discovery. Hazardous conditions are defined as natural or man-made feature within the physical boundaries of the contracted property (plant, structure, equipment, furniture, or any real property) which is in such a condition that it may not be utilized safely in its original or designated capacity and efficiency.

3.14 DRAINAGE LINES:

- A. All on-grade drainage lines shall be kept clear, clean, and free of any and all debris, at all times for those. Check sub drainage structures below top drain inlet to ensure that sediments have not blocked any of the drainage. Clean by hand or flush with water as necessary to remove sediments and algae. As needed, use hydrogen peroxide to kill algae from drain surface. Do not use chlorine bleach.
- B. The Contractor shall make routine monthly inspection of all drainage inlets AND after any form of precipitation (rain, snow, etc.) to insure that the flow lines and grates are free of obstructions.

3.15 GRAVEL AND AGGREGATE BEDS

Pneumatically blow or hand rake/sweep all stone surfaces to remove litter and debris. Repair and restore all aggregate areas to final grades by filling and leveling to remove ruts or uneven areas. Clean adjacent paving by sweeping aggregate material back into its proper bed areas for appearance.

3.16 MAINTENACE SCHEDULE

Refer to Appendix “B” for summary of maintenance activities.

APPENDIX A ACCEPTABLE/UNACCEPTABLE PRODUCTS

TEXAS ORGANIC RESEARCH CENTER

In general:

Toxic synthetic pesticides are specifically prohibited, i.e., neurotoxins including carbamates, organophosphates, pyrethroids, organochlorines and all products containing piperonyl butoxide (PBO). The following lists present acceptable and unacceptable landscape products. The lists are not exclusive and are intended to present representative products that are acceptable or unacceptable. Alternate products are available per OMRI – Organic Materials Research Institute – www.omri.org/index.html, (541) 343-7600, or approved equal products. Products that are not included below must be submitted for approval by the Representative prior to use on this site.

Acceptable Organic Soil Amendment and Fertilizer Products

Alliance Milling Products	Garrett Juice
Apple cider vinegar	GreenSense Products
Bioform Products	Hou-Actinite
Biosolids	Humates
Bradfield Products	Humic acid products
Compost	Hu-More Products
Compost Tea	Lava sand
Corn gluten meal	Manure compost
Cornmeal products	Medina Products
Cottonseed meal	Molasses
Diatomaceous earth (natural)	Native cedar products
Dry molasses	Seaweed products
Earth's Fortune	Texas greensand
Earthworm castings	Urea in small amounts in organic products
Fish emulsion and fish meal	Volcanite
Garden-Ville Products	Wheat bran products
Garden-Ville Soil Conditioner	Zeolite

Unacceptable Fertilizer Products

Ammonium nitrate	Synthetic fertilizers
Ammonium sulfate	Synthetic growth regulators
Osmocote	Synthetic weed and feed fertilizers
Peters 20-20-20	Urea except in small amounts in organic fertilizers

Organic/Natural Pest Control Products

Bactimos briquettes	Eco PCO Exempt
Baking soda	Eugene oil
Beneficial insects	Garden-Ville Soil Conditioner
Beneficial nematodes	Garlic tea products
Bioblast	Glue traps
Biological products	Horticultural oil
Bora-Care	Hydrogen peroxide
Borate products	Insecticidal soap
Boric Acid	Live traps
Cedar-Cide	Mosquito Dunks
Cinnamon Products	Niban
Citrex	Orange oil
Citric acid products	Pepper products
Clove oil	Rock phosphate (natural) – for use in Tree Goop
Cornmeal products	Spinosad
Diatomaceous earth (natural)	Tim-Bor
Eco PCO D	Tree Trunk Goop

Unacceptable Pest Control Products

2,4-D	Ironite
Amdro	Lindane
Atrazine	Manage
Bayleton	Merit
BHA	Miracle Gro
BHT	MSMA
BR-61	Onyx
Broadleaf herbicides	Orthene
Copper products	Orthonex
Daconil	PBO
Diazinon	Piperonyl butoxide
DSMA	Rotenone
Dursban	Round Up
Ethoxyquin	Silica gel
Finale	SU herbicides
Funginex	Synthetic fungicide

Acceptable Herbicide Products

Citrus oil
 Citrus products
 Dr. Broenner's Peppermint Oil Soap (with coconut and olive oils)
 Pickling vinegar (10%)
 Vinegar products

APPENDIX B
ORGANIC LANDSCAPE MAINTENANCE FREQUENCY CHART – SURVEYOR WATER TOWER DEMONSTRATION GARDEN

Activity	Frequency												Total Visits
	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sep	Oct	Nov	Dec	
Fertilize trees		1				1			1				3
Apply compost tea	1	1	1	1	1	1	1	1	1	1	1	1	12
Fertilize all planting bed areas		1				1			1				3
Hand weed beds	1	1	2	4	4	5	4	4	5	4	2	1	37
Tree pruning and maintenance	*	*	*	*	*	*	*	*	*	*	*	*	*
Shrub pick-pruning	*	*	*	*	*	*	*	*	*	*	*	*	*
Dead head perennials												1	1
Trim ornamental grasses		1											1
Ant control	*	*	*	*	*	*	*	*	*	*	*	*	*
Applications of organic pesticides & fungicides	*	*	*	*	*	*	*	*	*	*	*	*	*
Apply mulch, cultivate beds	1						1						2
Litter and left removal	5	4	4	4	4	5	4	4	5	4	5	4	52
Mowing	*	*	2	2	2	1	1	1	1	1	1	*	12
Irrigation check	1	1	1	1	1	1	1	1	1	1	1	1	12
Drip irrigation – clean filters/ remove debris			1						1				2
Drainage systems – check and clean	1		1		1		1		1		1		6
Clean , repairs gravel areas	5	4	4	4	4	5	4	4	5	4	5	4	52
Visit w/ Owner's Representative	1	1	1	1	1	1	1	1	1	1	1	1	12

IRRIGATION REPORT

(Required to be submitted with 24 hours of inspection)

Drop form by Parks Dept., 16801 Westgrove, 2nd floor
or Fax to (972) 450-2834 or Email to rlee@addisontx.gov

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:

PESTICIDE/FERTILIZER APPLICATION REPORT

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

Drop form by Parks Dept., 16801 Westgrove, 2nd floor
or Fax to (972) 450-2834 or Email to rlee@addisontx.gov

Date: _____ Location: _____ Applicator: _____ SPCB# _____

Weather conditions: _____

Exact time of application: _____

Chemical and dilution rates used: _____

Fertilizer: Ratio _____ # of lbs applied _____ % of completion _____

Comments:

Vitruvian Park Aerial View



Vitruvian Park Aerial View



View of Vitruvian Park Looking Towards Ponte Ave. Bridge



Surveyor Road Water Tower Demonstration Garden Aerial View

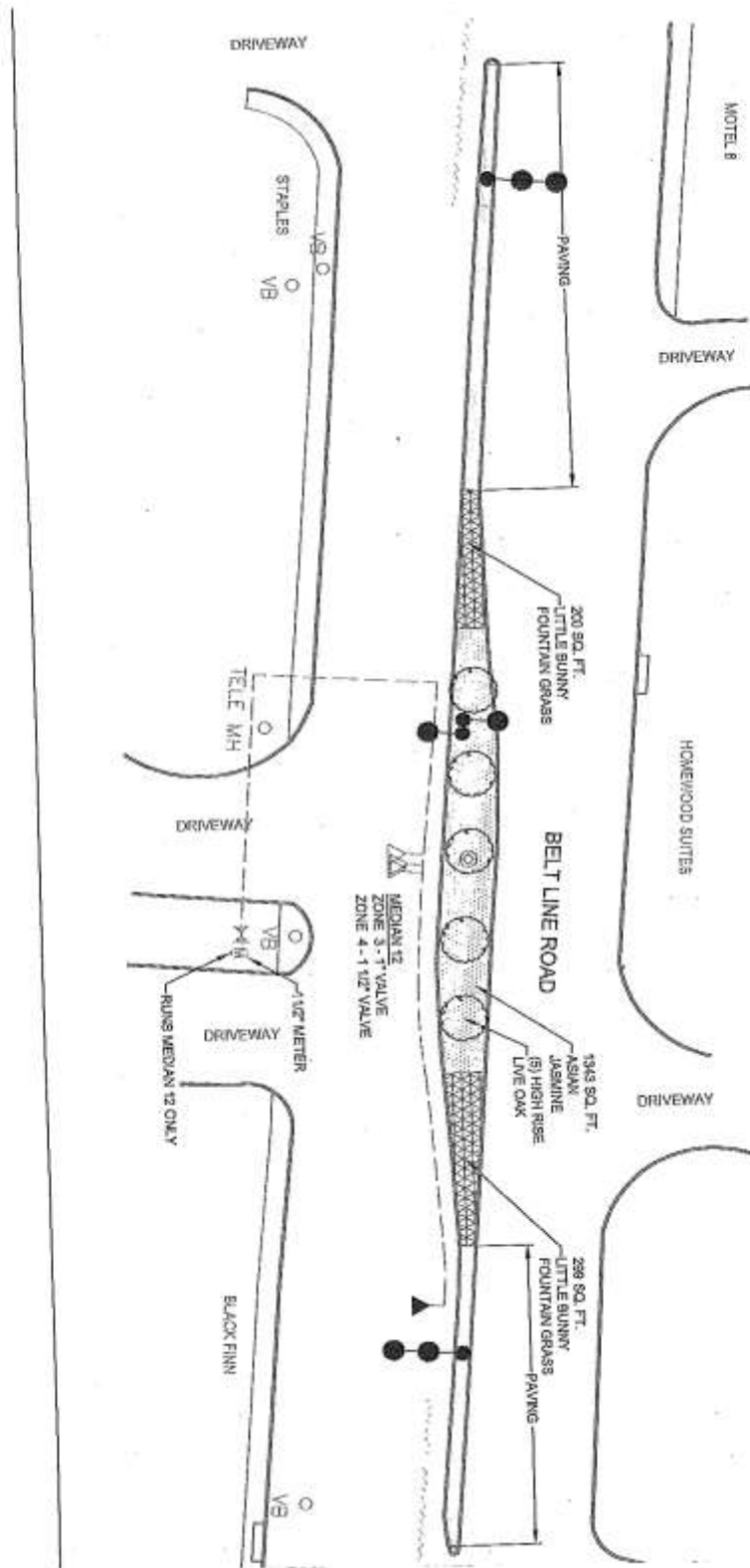


ADDISON WATER DEMONSTRATION GARDEN
SITE PLAN

August 11, 2011

1 Rockrose
2 Wild Indigo
3 Turkey Tail Tree
4 Apple Rose Cane
5 Lonicera
6 Rosemary
7 Verbena Blue Princess
8 Butterfly Bush
9 Mexican Sage
10 Butterfly Bush White Bell
11 Mexican Feather Grass
12 Gray Leaf Cordovilla
13 Red Tangle
14 Limnolobos
15 Turk's Cap
16 Yarrow
17 Gulf Coast Penstemon
18 Agave var. Falcata
19 Salt Leaf Yucca
20 Salvia
21 Mexican Hat
22 Yucca Golden Bells
23 Lantana
24 Rosemary
25 Lantana
26 Arundo Donax
27 Purple Pine Lomatium
28 Purple Pine Lomatium
29 Fountain Grass
30 Cherry Sage
31 Inland Sea Clark
32 Snowy Scaevola
33 Lamb's Ear
34 Blue Pinks
35 Switch Grass
36 Shady Grove
37 Blue Pinks
38 Dwarf Aster
39 Lantana
40 Agave
41 Redwoods
42 Mexican Feather Grass

Typical Belt Line Road Landscape Median with Irrigation – Marsh Lane to Preston Road



View of Vitruvian Park Looking Upstream from Wildlife Observation Deck



View From Observation Deck of Vitruvian Park Islands in Farmers Branch Creek



View Downstream of Vitruvian Park 'Natural Area'



View Downstream of Vitruvian Park from the Bella Bridge



View of Landscaping on South Side of Surveyor Water Tower



View of Landscaping on North Side of Surveyor Water Tower



View of Landscaping Behind Security Fencing – Southeast Corner of Surveyor Water Tower



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?

<input type="text"/>

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"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

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 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 7th 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 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. Workers' Compensation Employers' Liability 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	<u>TOWN OF ADDISON to be provided a WAIVER OF SUBROGATION AND 30 DAY NOTICE OF CANCELLATION or</u> material change in coverage. Insurance company must be A-:VII rated or above.
2. Commercial General (Public) Liability 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	<u>TOWN OF ADDISON to be listed as ADDITIONAL INSURED and provided 30 DAY NOTICE OF CANCELLATION or</u> material change in coverage. Insurance company must be A-:VII rated or above.
3. Business Auto Liability to include coverage for: a) Owned/Leased vehicles b) Non-owned vehicles c) Hired vehicles	Combined Single Limit \$1,000,000	<u>TOWN OF ADDISON to be listed as ADDITIONAL INSURED and provided 30 DAY NOTICE OF CANCELLATION or</u> material change in coverage. Insurance company must be A-:VII-rated or above.

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**. 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:** _____

Town of Addison

Indemnification Agreement

Contractor's Indemnity Obligation. Contractor covenants, agrees to, and shall DEFEND (with counsel reasonably acceptable to Owner), INDEMNIFY, AND HOLD HARMLESS Owner, its past, present and future elected and appointed officials, and its past, present and future officers, employees, representatives, and volunteers, individually or collectively, in both their official and private capacities (collectively, the "Owner Persons") and each being an "Owner Person"), from and against any and all claims, liabilities, judgments, lawsuits, demands, harm, losses, damages, proceedings, suits, actions, causes of action, liens, fees (including attorney's fees), fines, penalties, expenses, or costs, of any kind and nature whatsoever, made upon or incurred by Owner and/or Owner Person, whether directly or indirectly, (the "Claims"), that arise out of, result from, or relate to: (i) the services to be provided by Contractor pursuant to this Agreement, (ii) any representations and/or warranties by Contractor under this Agreement, (iii) any personal injuries (including but not limited to death) to any Contractor Persons (as hereinafter defined) and any third persons or parties, and/or (iv) any act or omission under, in performance of, or in connection with this Agreement by Contractor or by any of its owners, directors, officers, managers, partners, employees, agents, contractors, subcontractors, invitees, patrons, guests, customers, licensees, sublicensees, or any other person or entity for whom Contractor is legally responsible, and their respective owners, directors, officers, directors, officers, managers, partners, employees, agents, contractors, subcontractors, invitees, patrons, guests, customers, licensees, sublicensees (collectively, "Contractor Persons"). **SUCH DEFENSE, INDEMNITY AND HOLD HARMLESS SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF OWNER OR ANY OTHER OWNER PERSON, OR CONDUCT BY OWNER OR ANY OTHER OWNER PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND.**

Contractor shall promptly advise Owner in writing of any claim or demand against any Owner Person related to or arising out of Contractor's activities under this Agreement and shall see to the investigation and defense of such claim or demand at Contractor's sole cost and expense. The Owner Persons shall have the right, at the Owner Persons' option and own expense, to participate in such defense without relieving Contractor of any of its obligations hereunder. This defense, indemnity, and hold harmless provision shall survive the termination or expiration of this Agreement.

The provisions in the foregoing defense, indemnity and hold harmless are severable, and if any portion, sentence, phrase, clause or word included therein shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, void, or unenforceable in any respect, such invalidity, illegality, voidness, or unenforceability shall not affect any other provision thereof, and this defense, indemnity and hold harmless provision shall be considered as if such invalid, illegal, void, or unenforceable provision had never been contained in this Agreement. **In that regard, if the capitalized language included in the foregoing indemnity is so determined to be void or unenforceable, the parties agree that:**

(i) the foregoing defense, indemnity, and hold harmless obligation of Contractor shall be to the extent Claims are caused by, arise out of, or result from, in whole or in part, any act or omission of Contractor or any Contractor Persons; and

(ii) notwithstanding the provisions of the foregoing subparagraph (i), to the fullest extent permitted by law, Contractor shall INDEMNIFY, HOLD HARMLESS, and DEFEND Owner and Owner Persons from and against all Claims arising out of or resulting from bodily injury to, or sickness, disease or death of, any employee, agent or representative of Contractor or any of its subcontractors, regardless of whether such Claims are caused, or are alleged to be caused, in whole or in part, by the negligence, or any act or omission, of Owner or any Owner Persons, it being the expressed intent of Owner and Contractor that IN SUCH EVENT THE CONTRACTOR'S INDEMNITY, HOLD HARMLESS, AND DEFENSE OBLIGATION SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF OWNER OR ANY OTHER OWNER PERSON, OR CONDUCT BY OWNER OR ANY OTHER OWNER PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND. The indemnity obligation under this subparagraph (ii) shall not be limited by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor under workers compensation acts, disability benefit acts, or other employee benefit acts.

I understand that the indemnification provisions are required of all Town of Addison Contracts. I have read the provisions and agree to the terms of these provisions.

Project/Bid#:

Company Name:

Signature:

Date:



Interested Parties

In 2015, the Texas Legislature adopted [House Bill 1295](#), which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law.

Filing Process

On January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

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

Information regarding how to use the filing application will be available on this site by January 1, 2016. https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm, please follow Instructional Video for Business Entities.

Information and Instruction Form

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

Section I Company Profile

Name of Business:

Business Address:

	5
	6

Contact Name:

Phone#:

Fax#:

Email:

Name(s) Title of Authorized Company Officers:

	5
	6

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:

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	6

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 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.

☐ Contractor/Supplier take the following Exception(s) to the Bid Specifications or Other Requirements of this Solicitation (Explain in Detail).

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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

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.

1/29/13

Question and Answers for Bid #19-07 - Maintenance for Vitruvian Park & Other Areas

Overall Bid Questions

There are no questions associated with this bid.