

CITY OF SHENANDOAH

REQUEST FOR PROPOSALS

for the

GROUNDS KEEPING SERVICES



CITY OF SHENANDOAH

29955 I-45 NORTH

SHENANDOAH, TEXAS 77381

RESPONSES DUE WEDNESDAY, OCTOBER 14, 2015 @ 10:00 AM

**DEPARTMENT OF PUBLIC WORKS
CITY OF SHENANDOAH**

**CITY HALL GROUNDS KEEPING SERVICES
REQUEST FOR PROPOSALS**

1.00 OBJECTIVE

The City, in its desire to provide grounds keeping services, seeks proposals for service to include, but not limited to:

- A. Provide professional grounds maintenance
- B. Maximize aesthetic conditions for citizens of the City of Shenandoah
- C. Maintain positive communication with the City

2.00 SELECTION OF REASONABLY QUALIFIED BIDDERS

The City of Shenandoah will determine which bidders are reasonably qualified for the consideration of the award of the Contract.

3.00 ABILITY TO PERFORM

The City of Shenandoah may, at any time, investigate a bidder's ability to perform services. The City of Shenandoah may require additional information about the company and its service on previous contracts. Bidders who choose not to submit the required information will not be considered.

4.00 OUTSIDE SOURCES

The City of Shenandoah may use sources of information not supplied by the bidder concerning an organization's ability to perform this work. Such sources may include current or past customers of the organization; current or past suppliers; articles from other published sources such as industry newsletters or from non-published sources made available to the City of Shenandoah.

5.00 REQUESTED INFORMATION

The City of Shenandoah requires the bid to contain, at a minimum, the following information:

Please provide the following on a corporate and local level:

- A. **Firm Background** - Provide a brief description and history of the firm including current size and how many persons in the firm are directly engaged in landscape and irrigation. Also include the names, qualifications, years of experience and other detailed background information of the local management team directly responsible for local operations.
- B. **Experience and References** - Discuss the firm's prior service experience in providing the proposed service to other organizations. Provide references of the three (3) most recent

Contracts where comparable services were provided. References must include: customer's name, address, contact person, and contact information.

6.00 BID FORMAT

6.01 BID BOND

Ten Thousand Dollars (\$10,000.00) either the form of a Surety or a Cashier's check made payable to the City of Shenandoah.

6.02 EXECUTIVE SUMMARY

Describe your firm. Include any pertinent information including partnerships, holding and business relationships. Include the information required in item 5.00.

6.03 RESPONSE TO THE MINIMUM REQUIREMENTS OF THE BID

List any exceptions, exclusions or reservations you may have to the requirements listed in the proposal.

6.04 PRICE STRUCTURE

See Appendix A for the Bid Form that must be returned.

7.00 LANDSCAPE MANAGEMENT SPECIFICATION

7.01 DEFINITION

The following grounds keeping specifications established the standard for ground maintenance for the property owned and/or managed by the City of Shenandoah. This standard outlines an efficient and horticulturally sound program of the highest quality, promoting the healthy growth of turf and plant material while ensuring the continual neat appearance of the City's grounds.

7.02 SCOPE OF WORK

The Contractor shall provide all necessary labor, material, equipment, and supervisory personnel to properly maintain all land areas within the limits of the contract scope, including lawns, shrubs, ground cover, landscape trees, vines and flowers as described herein and irrigation systems for such plant life.

Exhibit A provides a schedule of frequency for base bid items

Items indicated as BASE BID ITEMS will be inclusive to the Base Contract. Bid Item No. 1 will cover all BASE BID ITEMS.

7.03 TURF MANAGEMENT (BASE BID ITEM)

A. GENERAL

All turf areas covered by this contract shall be maintained in a first-class manner at all times. The quality of turf is to be determined by density, color and uniformity.

B. SCOPE

The work required shall include all labor, supervision, equipment, tools and materials to complete the work outlined in these specifications and in accordance with professional turf grass management practices.

C. MOWING, TRIMMING, AND POLICING GROUNDS

- Turf shall be cut at a height of 3" to 4" as conditions dictate using a rotary-type mower. Blades must be balanced and sharp at all times.
- Mowing shall be done according to the schedule provided, weather permitting. The total base number of mowings in this contract is 42 for irrigated turf, 24 for non-irrigated turf, and 4 for field mowing (feeder roads and detention ponds) and should fall in accordance with provided site plans (see Appendix B).
- Mowing patterns shall be employed to encourage upright growth and permit the recycling of clippings where possible.
- Excessive clippings resulting from growth rates exceeding proposed frequencies or that remain as clumps shall be removed from turf areas.
- Clippings shall be removed from all paved or mulched surfaces after each mowing and disposed of so as to not enter any ditch, stream, or storm sewer.
- Trimming around trees, shrubs, signs and foundations shall be performed with each mowing. Work shall be performed using hand labor, chemical or mechanical devices, at contractor's discretion, to present a neat appearance.
- All walks, curbs and hard surfaces shall be edged using mechanical methods with each mowing.
- All bed lines, tree rings and soft surfaces shall be edged with each mowing.
- Remove all litter, debris, etc. from turf areas, lawns, tree rings, beds, curbing, drains, etc, with each mowing. All areas shall be policed at least weekly and all litter and debris removed.
- All weeds shall be hand-pulled from beds, tree rings with each mowing.
- Contractor shall repair or replace any damage caused by the Contractor.

D. FERTILIZATION, WEED AND PEST CONTROL

- All irrigated turf areas will be fertilized four (4) times per year using a balanced blend of quality commercial fertilizers. All irrigated turf areas will also be treated for weed control twice per year- once for broadleaf and once for grassy weeds.
- All non-irrigated turf areas will be fertilized one (1) time per year using a balanced blend of quality commercial fertilizers.
- State of Texas Best Management Practices (BMPs) and standard Integrated Pest Management (IPM) programs are an integral part of this program.
- To implement IPM practices field scouting is utilized and spot treatments are done to control weeds and other pest problems. This minimizes the use of chemicals while still controlling potential problems with the most effective materials available.
- In line with IPM practices all pest control products utilized will be the least harsh product available to effectively control the pest.
- Reports of findings will accompany treatments and visitations. All necessary treatments will have follow up inspections and treatments scheduled as per label recommendations.
- Pest Control in accordance with the IPM practices necessary for the proper health and growth of turf and other landscape material shall be provided. This shall include ant control in public use areas such as the park, pool, and City Hall.

7.04 SHRUB AND FORMAL HEDGE MANAGEMENT (BASE BID ITEM)

A. GENERAL

This specification shall cover all items of shrub management.

B. SCOPE

The work required shall include all labor, supervision, equipment, tools and materials to complete the work outlined in these specifications and in accordance with professional horticultural and ornamental practices.

C. PRUNING

- All shrubs shall be pruned once per month through the growth season. Care shall be taken not to remove too much of the flowering surface branches when pruning.

- Pruning shall include removing dead or diseased wood or wood that is just seriously infested with insects, weak wood that is not productive of bloom, excess suckers and shoots, and irregular growth.

D. FERTILIZATION

- Shrubs shall be fertilized four (4) times per year.
- The fertilizer program for shrubs and established shrub beds shall provide the equivalent of 1.0 pound of nitrogen per 1,000 square feet per application
- All fertilizer shall be distributed by hand or mechanical spreader.

E. WEED CONTROL

- All weeds are to be removed from the beds on a continual basis.
- Pre-emergent and post-emergent chemical weed control shall be used in shrub beds and tree rings. Manufacturer's recommendations shall be followed closely. This shall include weeds in the hard surface cracks and joints.

F. SHRUB AND GROUND COVER DISEASE AND INSECT CONTROL

- An employee versed in the recognition, diagnosis and treatment of all major ornamental disease and pests shall inspect the site on a periodic basis.
- Insecticides and fungicides shall be applied under the direction of a licensed applicator. Application shall be as often as necessary to prevent insect and disease damage to shrubs. Rates and timing shall follow manufacturer's recommendations.
- The principles of integrated pest management shall be followed when applicable. The pest management program shall introduce the least amount of chemical into the landscape as is necessary to achieve accepted levels of control of pest populations.

7.05 IRRIGATION (SPECIAL SERVICES)

A. GENERAL

This section covers irrigation system maintenance. The system will be inspected for proper timing, water usage, and coverage and ability to sustain the landscape in a healthy condition.

B. SCOPE

The work required shall include all labor, supervision, equipment, and tools to complete the work specified in accordance with professional irrigation practices.

C. INSPECTIONS

- The irrigation system will be inspected on a monthly basis to assess proper operation.
- Each zone will be operated and adjusted, if necessary, to correct timing, obstructed heads, proper trajectory and coverage.
- Each irrigation system will be winterized and de-winterized by the Contractor. Damage to the irrigation system caused by failure to properly winterize an irrigation system will be repair or replaced by the contractor at the contractor's expense.
- Repairs or replacements will be performed at the contractor's expense to correct damage by the contractor.
- Damages not caused by the contractor will be presented to the City for approval.
- If requested by the City, Contractor shall provide a certified test of irrigation backflow prevention devices in accordance with all applicable laws. Cost will be per device as bid in the Optional Services section of Appendix A.

7.06 INSTALLATION (SPECIAL SERVICE)

A. CONTAINERIZED LANDSCAPE MATERIAL

- If requested by the City, Contractor shall install containerized landscape material including trees, shrubs, and other plants.
- In the Special Services section of Appendix A, bid items have been included for 1, 3, 5, 15, 45, and 100 gallon containerized landscape material installation. All material and installation shall have a 90 day warranty.
- For projects less than ½ acre, a landscape plan will be discussed between Contractor and City prior to installation.
- For projects greater than ½ acre, if requested by City, contractor shall provide a design prepared by a landscape architect at no cost to the City.
- For large projects, the project can be negotiated to account for economies of scale.

B. IRRIGATION

- If requested by the City, Contractor shall install irrigation.
- In the Special Services section of Appendix A, bid items have been included for 1", 1-1/2", and 2" zones. All material and installation shall have a 90 day warranty.
- Irrigation installation will be installed in accordance with an irrigation plan by a licensed irrigator. The Contractor shall provide the licensed irrigator at no cost to the City.

7.07 MULCH APPLICATION (SPECIAL SERVICES)

- Mulch shall be brown hardwood mulch or pine straw mulch.
- Mulch shall be applied to all previously mulched tree rings and shrub beds to maintain a depth of 2 inches.
- Cost will be to mulch all previously mulched tree rings, shrub beds, and flowerbeds in the service area as bid in the Special Services section of Appendix A

7.08 ANNUAL FLOWERS (SPECIAL SERVICES)

A. GENERAL

This section covers the installation annual flower beds. Unless otherwise specified, annual flowers shall be installed in previously designated areas.

B. INSTALLATION

- Flowers which have exceeded their useful life span will be removed and disposed of.
- Flowerbeds will be prepared with appropriate amendments for the variety selected for installation.
- After installation is complete, flowers which are damaged or decline by means beyond contractor's control, including disease and fungus, will be replaced at an additional cost to the owner. Approval for replacement is required from the City.
- Cost will be per flat as bid in the Special Services section of Appendix A.

7.09 EMERGENCY MANAGEMENT (SPECIAL SERVICES)

A. GENERAL

This section covers all labor, equipment, management, and disposal needed for emergency management. Work will be directed from the City's emergency management coordinator through the Public Works Department to the Contractor's supervisor. The Contractor could be responsible for a wide range of activities including clearing roads, ROW, utility easements, utility plants, and other areas. A variety of equipment may be needed including trucks, trailers, chainsaws, tractors, and dump trucks.

B. FORCASTED EVENTS

For events forecasted at least 48 hours prior to the event, the Contractor shall provide at least eight (8) personnel. The personnel will include all labor, equipment, management, and disposal necessary to perform the necessary tasks. The required personnel will be stationed within 5 miles of the City limits prior to and during the event. Within 2 hours of the City's emergency management coordinator declaring the conditions are safe and to begin work, the personnel will be ready to work in the City limits.

Payment will be per hour per person of actual work. Stationing and having personnel or equipment ready will not be paid.

C. UNFORCASTED EVENTS

For events which are not forecasted, the Contractor shall provide at least eight (8) personnel within 48 hours. The personnel will include all labor, equipment, management, and disposal necessary to perform the necessary tasks.

Payment will be per hour per person of actual work. Stationing and having personnel or equipment ready will not be paid.

D. REPORTING

At no additional cost to the City, Contractor shall assist the City with all documentation and reporting required for any reimbursement opportunity.

7.10 LANDSCAPING (SPECIAL SERVICES)

A. GENERAL

This section covers the removal and disposal of existing landscaping and install of new landscaping.

B. SCOPE OF WORK

The work required shall include all labor, supervision, equipment, and tools to properly replace the landscaping.

8.0 GENERAL CONDITIONS

Upon request, the Contractor shall supply and comply with an operational calendar. The calendar will include frequency and timing of work throughout the year.

The project supervisor shall provide reports of operations completed and partially completed for the purpose of facilitating communication and identifying problems.

The Contractor shall have one individual as a point of contact to city staff. The designated point of contact will have knowledge of the specifics concerning this project and be a part of the management of the crews which provide the service. The point of contact will provide a weekly report of the activities that occurred related to this project in either a written or electronic report. A Quality Service Assessment (QSA) shall occur each month. This will consist of the Point of Contact inspecting the maintenance areas with a city staff member.

A. CONTRACTOR PERSONNEL

- The Contractor shall provide an account manager who will be the primary day-to-day contact for the City. Contact information for the account manager and the account manager's supervisor must be provided.
- The account manager will be familiar with the City of Shenandoah's E-Gov work order system. They will be able to receive work orders through E-Gov and appropriately resolve those work orders in a timely manner.
- The Contractor shall have an experienced supervisor responsible for the site. The supervisor must be able to independently communicate with the City and its customers both verbally and in writing.
- The Contractor shall have only properly trained personnel on site to perform all functions. They shall be trained in proper horticultural and mechanical procedures to ensure that all operations are performed safely and effectively.
- All Contractor personnel shall be required to wear a clean company uniform with the company logo, uniforms must be in good repair. The supervisory personnel's uniform shall be easily distinguished from other personnel. All contractor personnel shall be familiar with property management regulations and will conduct themselves in a safe, courteous and professional manner while on site. The supervisor shall conduct weekly reviews of the crew's appearance and hold weekly safety meetings.
- All contractor personnel will be in clean company vehicles in good repair clearly identified with company logos. This section applies to all vehicles and trailers.
- All contractor personnel will comply with all local, state, and federal regulations governing personnel, equipment, vehicles, chemicals, or any other item relating to the Contractor's work.

- Contractor shall have licensed irrigators and licensed chemical applicators for pest control on staff and available to the City. Contractor must submit copies of the licenses (irrigation and chemical applicator) with the bid.

B. BID SECURITY

Each bid must be accompanied by a bond or a cashier's check of the Contractor, drawn on a national bank, in an amount equal to Ten Thousand Dollars (\$10,000.00), as a guarantee on the part of the Contractor that he will, if called upon to do so, accept and enter into a contract on such form as may mutually be agreed upon by the City and the selected Contractor, which addresses all the material provisions of the bid. Checks and bonds will be returned promptly after the City and the selected Contractor have executed the Contract, or, if no Contractor's bid has been selected within one hundred-twenty (120) days after the date of the opening of the bids, upon demand of the Contractor at any time thereafter, so long as he has not been notified of the acceptance of his bids

C. HOURS OF OPERAITON

Grounds maintenance shall not start before 8:00 a.m. or continue after 6:00 p.m. in any area adjacent to a residential area including apartments. Grounds maintenance in areas not adjacent to a residential area shall not start before 7:00 a.m. or continue after sunset.

D. EVIDENCE OF INSURANCE

Contractor shall provide certificate of current insurance coverage in order to demonstrate insurability. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property that may arise from or in conjunction with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors. The cost of such insurance shall be borne by the Contractor.

E. OTHER INSURANCE PROVISIONS

- The certificates shall contain the following express obligations:

"This is to certify that the policies of insurance described herein have been issued to the insured for which this certificate is executed and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice shall be given to the City of Shenandoah."

- As soon as practicable, but not more than ten (10) days after the execution of the contract, the Contractor shall have the City, City's agents and employees named as an additional insured on each certificate of insurance except Worker's Compensation and Employer's Liability, providing written evidence of the same

to the City, and shall have each policy including Worker's Compensation and Employer's Liability endorsed to provide a waiver of subrogation in favor of the City.

- Contractor (and any and all subcontractors employed by Contractor to perform any portion of the work to be performed by Contractor under this Contract) shall at all times during the Contract maintain in full force and effect Worker's Compensation and Employer's Liability, Commercial General Liability and Comprehensive Automobile Liability Insurance. All insurance shall be placed with companies rated at least A by Best's Key Rating Guide and for policy limits acceptable to City and compliant with all applicable state and federal laws. For the purpose of the Contract, the Contractor shall carry the following types of insurance in at least the limits specified below:

F. MINIMUM LIMITS OF INSURANCE

Type of Coverage	Limits of Liability
Worker's Compensation	Employer's Liability with limits of \$1,000,000 per employee for occupational disease; \$1,000,000 policy limit for disease; and \$1,000,000 for each accident.
Commercial General (public) Liability	Combined single limit for bodily injury and property damage of \$1,000,000 per occurrence or its equivalent
Comprehensive Automobile Liability	Combined single limit for bodily injury and property damage of \$1,000,000 per occurrence or its equivalent
Excess Umbrella Liability	\$ 2,000,000 per occurrence \$ 5,000,000 aggregate

G. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO THE CONTRACT

The Contract shall be deemed as having been awarded when the City shall have delivered formal notice of award to the Contractor by certified mail.

The Contractor to whom the Contract shall have been awarded will be required to execute two (2) copies of the Contracts as may mutually be agreed upon by the City and the selected Contractor and to furnish insurance certificates, all as required. In case of his refusal or failure to do so within twenty (20) days after his receipt of formal notice of

award, Contractor will be considered to have abandoned all his rights and interests in the award, Contractor will be considered to have abandoned all his rights and interests in the award, the Contractor's bid security may be declared forfeited to the City as liquidated damages and the award may then be made to the next best qualified Contractor, or the work re-advertised for bids, as the City may elect. Such forfeited security shall be the remedy of the City.

H. SITE CONDITIONS

Each Contractor shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the Contract. Contractors shall thoroughly examine and be familiar with the General Specifications.

It is also expected that the Contractor will obtain information concerning the conditions at locations that may affect its work.

The failure or omission of any Contractor to receive or examine any form, instrument, addendum or other document, or to acquaint itself with conditions existing, shall in no way relieve Contractor of any obligations with respect to this bid or to the Contract. The City shall make all such documents available to the Contractors.

Except with respect to events or conditions that are not discoverable, the Contractor shall make his own determination as to conditions and shall assume all risk and responsibility and shall complete the work in and under conditions he may encounter or create, without extra cost to the City.

The Contractor's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the work to be performed shall apply to the Contract throughout, and they will be deemed to be included in the Contract as though written out in full in the Contract.

9.00 NAME, ADDRESS, AND LEGAL STATUS OF THE CONTRACTOR

The bid must be properly signed in ink and will include the physical and mailing address of the Contractor. The legal status of the Contractor whether a corporation, partnership or individual, shall be stated in the bid. A corporation shall execute the bid by its duly authorized officers in accordance with its corporate by-laws and shall also list the State in which it is incorporated. A partnership Contractor shall give full names and addresses of all partners. Partnership and individual Contractors will be required to state in the bid the names of all persons interested therein.

The place of residence of each Contractor, or the office address in the case of a firm or company, with county and state and telephone number, must be given after his signature.

If the Contractor is a joint venture consisting of a combination of any or all of the above entities, each joint venture shall execute the bid.

10.0 QUALIFICATIONS OF CONTRACTOR

The opening of the bid shall not be construed as an acceptance of the Contractor as a qualified, responsible Contractor.

In the event the City shall require additional certified supporting data regarding the qualifications of the Contractor in order to determine whether he is a qualified, responsible Contractor, the Contractor may be required to furnish any or all of the requested information.

11.0 DISQUALIFICATION OF CONTRACTORS

A. Although not intended to be an exhaustive list of causes for disqualification, any one more of the following causes, among others, may be considered sufficient for the disqualification of a Contractor and the rejection of his bid:

- Evidence of collusion among Contractors.
- Lack of competency as revealed by financial statements, experience or equipment statements as submitted or other factors.
- Lack of responsibility as shown by past work, judged from the standpoint of workmanship as submitted.
- Default on a previous City contract for failure to perform.
- Incompleteness of bid.

12.0 BASIS OF THE BID

Bids with respect for ground maintenance are solicited on the basis of rates per month. Bid will be compared on the basis of the summation of the rates proposed.

13.0 METHOD OF AWARD

The City reserves the right to accept any bid or to reject any and all bids, and to waive defects or irregularities in any bid. In particular, erasure or interlineations of the Contract Documents and of the bid shall render the accompanying proposal irregular and subject to (but not requiring) rejection by the City.

14.0 COMPLIANCE WITH LAWS

The Contractor, its officers, agents, employees, contractors, and subcontractors shall abide by and comply with all laws, federal, state, and local. It is agreed and understood that, if the City calls the attention of the Contractor to any such violations on the part of the Contractor, its officers, agents, employees, contractors, or subcontractors, then Contractor shall immediately desist from and correct each violation.

15.0 DISCRIMINATION PROHIBITED

Contractor, in the execution, performance, or attempted performance of this service, shall not discriminate against any person or persons because of sex, race, religion, color, or national origin. The Contractor must be an equal opportunity employer.

16.0 REPORTING REQUIREMENTS

Contractor must maintain access to E-Gov for notice and resolution of specific requests, as well as communication between Contractor and the City of Shenandoah.

Contractor shall provide the City with monthly reports within two (2) weeks of the end of the reporting period. Reports shall include a summary of the grounds maintenance performed during that month.

17.0 TERM

The term of service shall be two (2) years, with an annual 1-year renewal option pending agreement of both parties. Should either the City or Contractor elect not to renew and extend the contract, notice must be given to the other party in writing no less than 30 days prior to the expiration of the Contract. Renewal options will be negotiated.

18.0 PAYMENT

Contractor shall send monthly invoices to the City. The monthly invoices will be paid within 30 days of receipt by the City. The invoices will be detailed so any regular services are billed on a regular basis and any special services previously agreed to by the City are invoiced in separate line items.

19.0 LICENSE AND TAXES

The Contractor shall obtain all licenses and permits (other than the license and permit granted by the Contract) and promptly pay all taxes required by the City and the State.

20.0 INDEMNITY

The Contractor will indemnify and hold harmless the City, its officers, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys fees arising out of a willful or negligent act or omission of the Contractor in the performance of this contract. City will not be responsible for negligence of Contractor, or any of its agents, employees, or customers.

21.0 BOND

A. PERFORMANCE AND PAYMENT BONDS

- The bid shall be accompanied by a letter from a corporate surety satisfactory to the City stating that the Performance and Payments Bonds will be furnished by it

to the person submitting the Proposal in the event he is the successful Contractor. Such letter is to be signed by an authorized representative of the surety together with a certified and effectively dated copy of his power of attorney attached thereto.

- The successful Contractor will be required to furnish a performance and payment bonds as security for the faithful performance of this Contract.
- Said bonds must be in an amount equal to \$75,000 each for a term of two (2) years.
- The Contractor shall pay any and all premiums for the bonds described above. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond. Such certificate shall be submitted to the City with the bond on an annual basis.
- The surety on the bond shall be a duly authorized corporate surety to do business in the State of Texas.

B. POWER OF ATTORNEY

Attorneys-in-fact who sign bonds must file with each bond a certified and effectively dated copy of their power of attorney.

22.0 TRANSFERABILITY OF AGREEMENT

Other than by operation of law, no assignment of the Contract or any right accruing under the Contract shall be made in whole or in part by the Contractor without the express written consent of the City, which consent shall not be unreasonably withheld as long as the assignee meets the same financial stability, safety record, and customer service record as required in the Request for Bids. In the assignment, the assignee shall assume the liability of the Contractor.

23.0 NOTICES

Any notice required or permitted to be delivered hereunder shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage paid, certified mail, return receipt requested, addressed to the respective part of the address set forth below:

If to the City:	City of Shenandoah ATTN: Director of Public Works 29955 IH-45 North Shenandoah, TX 77381
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If to the Contractor:	ATTN: _____ _____ _____
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Or such other addresses as the parties may hereafter specify by written notice delivered in accordance herewith.

24.0 FORCE MAJEURE

Notwithstanding anything herein to the contrary, Contractor shall not be liable for the failure to perform its duties if such failure is caused by a catastrophe, riot, war, governmental order or regulation, fire, act of God, or other similar or different contingency beyond the reasonable control of the Contractor.

25.0 SEVERABILITY

In the event that any provision or portion thereof of any Contract document shall be found to be invalid or unenforceable, then such provision or portion thereof shall be performed in accordance with applicable laws. The invalidity or unenforceability of any provision or portion of any Contract document shall be affect the validity or enforceability of any other provision or portion of any Contract document.

26.0 FINAL BID AND RATES

This request for bids does not necessarily represent the final contract to be signed with the selected vendor.

Contract is to begin on December 1, 2015.

27.0 SUBMISSION OF BID

Two copies of the proposal/bid shall be submitted sealed and addressed to the City on or before Wednesday, October 14, 2015 at 10:00 am at which time bids will be opened publicly.

28.0 PENALTIES

The Contractor will be assessed a penalty for failure to follow the terms of this contract. The City will notify the Contractor in writing when the terms of the contract are not being met. The Contractor has five (5) days from the time of notification to correct the problem and provide written notice to the City that the problem has been resolved. If the problem is not resolved within the five (5) day time frame, the Contractor will be assessed a penalty of \$200 for every day the problem is not resolved thereafter.

A reoccurring problem will receive an increased penalty. A reoccurring problem is a problem that the City has made written notification to the Contractor of three (3) prior times in the same calendar year. Upon the fourth reoccurrence of that problem the time to resolve will be decreased to two (2) days and the penalty will be increased to \$500 for every day the problem is not resolved thereafter.

The City shall have the right to change the type of service at any time for any reason with three (3) months written notice to the vendor. The vendor will have to provide in writing any cost variation from the original contract.

Company: _____

Signature of Authorized Agent: _____

**APPENDIX A
GROUNDS KEEPING SERVICES
BID FORM**

Owner: City of Shenandoah
Attn: Joseph Peart
29955 I-45 North
Shenandoah, Texas 77381

Project Name: Grounds Keeping Services

Bidder: _____

Addenda: All Addenda have been received. Modifications to Bid Documents have been considered and all related costs are included in the Total Bid Price.

Bidder acknowledges receipt of the following Addenda:

Add. No.: _____	Date: _____	Add. No.: _____	Date: _____
Add. No.: _____	Date: _____	Add. No.: _____	Date: _____
Add. No.: _____	Date: _____	Add. No.: _____	Date: _____

Bid Supplements: The following documents are attached:

Security Deposit as defined in the bid documents.

Other as listed: _____

Contract Time: If offer is accepted, Contractor shall be complete within sixty days [60] days.

**APPENDIX A
Bid Table**

No	Item Description	Unit Measure	Unit Quantity	Unit Price	Total
A. Base Price Table					
1.	Provide all necessary labor, material, equipment, and supervisory personnel to mow, trim, edge, blow, weed, and police grounds with the base number of cuts weekly as specified.	Weekly	52	\$ _____	\$ _____
2.	Provide all necessary labor, material, equipment, and supervisory personnel to mow, trim, edge, blow, weed, and police grounds with the base number of cuts bi-weekly as specified.	Bi-Weekly	26	\$ _____	\$ _____
3.	Provide all necessary labor, material, equipment, and supervisory personnel to mow, trim, edge, blow, weed, and police grounds with the base number of cuts monthly as specified.	Monthly	12	\$ _____	\$ _____
4.	Provide all necessary labor, material, equipment, and supervisory personnel to mow, trim, edge, blow, weed, and police grounds with the base number of cuts quarterly as specified.	Quarterly	4	\$ _____	\$ _____
B. Extra Unit Prices					
5.	ADD or DEDUCT a cutting of irrigated turf areas above or below the contract base number.	EA	1	\$ _____	\$ _____
6.	ADD or DEDUCT a cutting of non-irrigated turf areas above or below the contract base number.	EA	1	\$ _____	\$ _____
7.	ADD or DEDUCT a field mowing along the feeder roads above or below the contract base number.	EA	1	\$ _____	\$ _____
8.	ADD or DEDUCT a field mowing of the Vision Park Detention Pond above or below the contract base number.	EA	1	\$ _____	\$ _____
9.	ADD or DEDUCT a field mowing of the Oak Haven Detention Pond above or below the contract base number.	EA	1	\$ _____	\$ _____
10.	ADD or DEDUCT a cutting of irrigated turf of Maplewood Dr. Park above or below the contract base number.	EA	1	\$ _____	\$ _____

11.	ADD or DEDUCT a cutting of irrigated turf of Shenandoah Dr. Park above or below the contract base number.	EA	1	\$_____	\$_____
12.	ADD or DEDUCT a cutting of irrigated turf of Holly Hill Park above or below the contract base number.	EA	1	\$_____	\$_____
C. Special Services					
13.	Inspect and maintain the City's irrigation systems in accordance with the specifications.	EA	1	\$_____	\$_____
14.	Provide and install 1 gallon containerized landscape material.	EA	1	\$_____	\$_____
15.	Provide and install 3 gallon containerized landscape material.	EA	1	\$_____	\$_____
16.	Provide and install 5 gallon containerized landscape material.	EA	1	\$_____	\$_____
17.	Provide and install 15 gallon containerized landscape material.	EA	1	\$_____	\$_____
18.	Provide and install 45 gallon containerized landscape material.	EA	1	\$_____	\$_____
19.	Provide and install 100 gallon containerized landscape material.	EA	1	\$_____	\$_____
20.	Provide and install a 1" irrigation zone including all labor, materials, piping, and sprinkler heads.	EA	1	\$_____	\$_____
21.	Provide and install a 1-1/2" irrigation zone including all labor, materials, piping, and sprinkler heads.	EA	1	\$_____	\$_____
22.	Provide and install a 2" irrigation zone including all labor, materials, piping, and sprinkler heads.	EA	1	\$_____	\$_____
23.	Provide and install mulch in all previously mulched tree rings and shrub beds and flower beds to maintain a depth of 2 inches.	EA	1	\$_____	\$_____
24.	Provide and install annual flowers in flowerbeds as directed by the City.	EA	1	\$_____	\$_____
25.	Provide all necessary labor and equipment for emergency management in accordance with the specifications.	EA	1	\$_____	\$_____
26.	Demolition of existing paving	SF	1	\$_____	\$_____
27.	Relocation of existing trees	EA	1	\$_____	\$_____
28.	Saw cut curbs at stone beds (5' O.C, TYP)	EA	1	\$_____	\$_____
29.	Stone on filter fabric (Bull Rock)	SF	1	\$_____	\$_____
30.	Boulders (2-3 man) – hardscape or softscape	EA	1	\$_____	\$_____

31.	Stamped colored concrete at island	SF	1	\$ _____	\$ _____
32.	Pond Cypress (4" cal.)	EA	1	\$ _____	\$ _____
33.	Texas Mountain Lural (30 gal.)	EA	1	\$ _____	\$ _____
34.	Adagio' Miscanthus (3 gal.)	EA	1	\$ _____	\$ _____
35.	Bi-color Iris (3 gal.)	EA	1	\$ _____	\$ _____
36.	Little Bunny' Pennisetum (1 gal.)	EA	1	\$ _____	\$ _____
37.	Dianella (1 gal.)	EA	1	\$ _____	\$ _____
38.	Fig Ivy (2" O.C.)	EA	1	\$ _____	\$ _____
39.	Purple Trailing Lantana (1 gal.)	EA	1	\$ _____	\$ _____
40.	Wedelia (1 gal.)	EA	1	\$ _____	\$ _____
41.	Mexican Bush Sage (3 gal.)	EA	1	\$ _____	\$ _____
42.	Pine Straw Mulch	SF	1	\$ _____	\$ _____
43.	Turf	SF	1	\$ _____	\$ _____
Total Base Bid Price (Bid Item 1+2+3+4)					\$ _____

Signatures: By signing this Document, I agree that I have received and reviewed all Addenda and considered all costs associated with the Addenda in calculating the bid prices.

BIDDER: _____
(Print or type full name of proprietorship, partnership, corporation, or joint venture.*)

**By: _____
Signature Date

Name: _____
(Print or type name) Title

Address: _____
Mailing

Street Address, if different

Contact: _____
Phone Fax Email

*If Bid is a joint venture, add additional Bid form signature sheets for each member of the joint venture.

**Bidder certifies that the only person or parties interested in this offer as principals are those named above. Bidder has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidder.

APPENDIX B SITE PLAN

