



25-010 Addendum 2

BrightView Landscape Services, Inc.

Supplier Response

Event Information

Number: 25-010 Addendum 2
Title: 2025 Public Works Mowing
Type: RFP - Public - Sealed
Issue Date: 4/29/2025
Deadline: 5/19/2025 02:00 PM (CT)
Notes:

CITY OF KELLER REQUEST FOR PROPOSALS

Electronically sealed proposals will be received on eBid until 2:00 p.m. (local time), Monday, May 19, 2025, for seeking a vendor(s) to provide all labor, equipment and services for the City of Keller:

2025 Public Works Mowing

Proposal Documents, specifications, quantities, opening bid time and date, and other information are available on <https://cityofkeller.ionwave.net>. No hard copies of the Documents will be made available. It is the responsibility of the interested party to print the Proposal Documents. Electronic submission only.

A **recommended pre-proposal conference** will be conducted via Microsoft Teams on Thursday, May 8, 2025 at 2:00 p.m. To get a copy of the meeting link, please reach out to Ryan Lee, Support Services Manager, at rlee@cityofkeller.com by no later than 12:00 p.m., Thursday, May 8, 2025. The conference is intended to respond to any questions of the Bidders and for the Bidder to inquire about any location or site-specific details that may affect cost, progress, or performance of work.

Contact Information

Contact: Ryan Lee
Address: Support Services

Town Hall
1
1100 Bear Creek Parkway
Keller, TX 76248
Email: rlee@cityofkeller.com

BrightView Landscape Services, Inc. Information

Contact: Craig Zuczek
Address: 2315 Southwell Rd.
Dallas, TX 75229
Phone: (469) 344-1267
Email: craig.zuczek@brightview.com
Web Address: www.brightview.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Craig Zuczek

Signature

Submitted at 5/16/2025 09:17:21 AM (CT)

craig.zuczek@brightview.com

Email

Supplier Note

Thank you very much for the opportunity to present this proposal to the city. We look forward to growing our partnership with the city.

Requested Attachments

Disadvantaged Business Enterprises

DISADVANTAGED BUSINESS
FORM.pdf

HOUSE BILL 89 VERIFICATION FORM

HOUSE BILL 89
VERIFICATION.pdf

Conflict of Interest Questionnaire

CIQ Form.pdf

Completed W-9

2025 signed BV W9.pdf

Completed ACH Form/Bank Letter

Authorization to Wire Funds
Fillable Form.pdf

Equipment List

Keller PWM Equipment List.pdf

Bid/Payment Bond - PHYSICAL COPIES REQUIRED

BVLS City of Keller.pdf

Response Attachments

City of Keller Public Works Mowing Proposal.pdf

Public Works Mowing Proposal

1 SCOPE

The intent of this document is to define the minimum specifications for contract channel and property mowing services for the City of Keller Public Works Department. Where applicable, the Contractor shall perform Finish Mowing—utilizing rotary mowers, trimmers, edgers, and other appropriate equipment—as further detailed in the “Requirements” section below. Maps of each mowing location are provided for reference in Attachment A (Base) and Attachment B (Alternate).

The City has divided mowing services into Base and Alternate specifications. Sections 1–4 represent the primary mowing activities (Base), while Section 5 represents secondary mowing activities (Alternate). It is the City’s intent to award contracts for both groups of services; however, it may elect to award only portions of Section 5 depending on budgetary considerations.

The City of Keller Public Works Department intends to award the entire contract to a single vendor. However, if a single vendor is unable to meet all mowing requirements, the City reserves the right to award the contract to two separate vendors to fulfill the scope of work.

2 REQUIREMENTS

1. For items identified within Section 1: Drainage Channels, Tractor mowing with flail or rotary mower will be utilized. Landscaped and other areas are to be completed with landscape mowing equipment. Locations at head wall/drainage channels includes weed-trimming and/or mowing down to the water on both sides of the channel out 5 feet from the head wall. The Drainage Channels may be mowed with landscape mowing equipment with no price adjustment allowed. Channels shall be mowed on a once per month (30 day) schedule.

2. For items identified in Sections 2, 3, 4, and 5, the contractor shall be responsible for mowing all grass and turf; edging and trimming along and around trails, sidewalks, pavements, curbs, plant beds, signs, poles, walls, fences, etc. within the contracted mowing areas. Items within these sections shall be mowed on a bi-weekly (14 day) schedule.

3. Litter and other debris shall be picked up from the entire mowing area prior to mowing and properly disposed of.

4. The mowed areas shall be left free of windrows and chopped paper or trash, with a neat, finished appearance. Trails, sidewalks, flumes, and other hard surfaces will be swept or blown clean. **The blowing of clippings, leaves or litter onto any paved area or waterway is prohibited.**

5. All grass and weeds growing in expansion joints and cracks of paved surfaces must be trimmed, and may be treated with an approved herbicide, every cycle.

6. Any hazardous conditions or damage to City or other property is to be reported to the City’s representative.

7. Unless otherwise instructed, the contractor shall accomplish tasks listed under Section 1: Drainage Channels once per month on a regular schedule as agreed to by the City. Mowing operations must conclude before dark.

8. Unless otherwise instructed, the contractor shall accomplish tasks listed under Section 2: City Properties, Section 3: Rights of Way, and Section 4: Water Sites once every fourteen (14) days on a regular schedule as agreed to by the City. Mowing operations must conclude before dark.

9. Items identified in Section 5: Alternative Mowing Locations will be awarded based on budgetary availability and may change based on the needs and desires of the City. These items may be awarded in whole, in part, or not at all.

10. The contractor shall submit their monthly schedule to the City’s representative. Any variance will require a minimum of twenty-four (24) hours prior notice.

11. The contractor shall provide a monthly report/invoice of work completed by location with the status of each site with the date mowing took place for each. Each site must be completed for payment to be made; no payment for

partial mowing of any site will be made.

12. Unit prices shall reflect all charges for mowing and any associated task for each location. No additional charges will be paid.

13. Work on Saturdays will be allowed only with City Representative permission. Sunday work must be pre-approved by the Assistant Director of Public Works.

14. The contractor shall set mowing equipment to cut to a height of two to four (2 to 4) inches. Scalping or scraping is not acceptable. All changes in mowing height shall be approved by the City's representative.

15. The contractor will not mow within twelve (12) inches of any tree to avoid damage to the tree. Exception: Small volunteer trees and brush shall be cut as weeds while mowing.

16. The contractor shall be responsible for all damage caused by his operations, and any damage must be reported immediately to the City's representative. The contractor shall be responsible to correct and or repair any damage caused by his operation at his expense including repair of irrigation system components and the replacement of trees, shrubs and ground covers damaged. Repairs and replacements shall be at no cost to the City and be of equal size, species, type, brand and quality.

17. The contractor shall furnish all supplies, tools, equipment, personnel and work experience to fulfill the terms of this contract. A competent and experienced supervisor/foreman must be with each work group every day and may be a working foreman operating equipment.

18. The contractor shall not transfer, assign or subcontract these contract responsibilities to others without the prior written consent of the City of Keller.

19. The contractor shall comply with all applicable Federal, State and local laws and regulations including those concerning the environment.

20. NO CHEMICALS, HERBICIDES (WEEDKILLERS), INSECTICIDES FUNGACIDES, OR FERTILIZERS ARE TO BE USED WITHOUT THE WRITTEN APPROVAL OF THE ASSISTANT DIRECTOR OF PUBLIC WORKS. Exception: Round-Up or other packaged product applied to cracks and joints in pavement when used according to package directions.

21. Contractor's personnel working in medians and near trails or roadways shall be required to wear ANSI 107-2004, Class 2 Level 2 safety reflective vests or equal safety garments. A minimum of three (3) 28 inch tall orange traffic cones with reflective stripes shall be placed to warn oncoming traffic of vehicles, trailers, and equipment parked on or adjacent to the roadway. Safety clothing and traffic cones shall be kept in good condition and replaced periodically when they become soiled or damaged. Care should be taken to avoid conflicts with vehicular and pedestrian traffic.

22. The contractor shall not operate nor cause to be operated any vehicle, trailer, or equipment that does not have all appropriate safety; lights, switches, covers, guards, or other safety devices in place, correctly positioned, working properly and in use, including discharge chute, deflectors, chains, and guards.

23. Contractor vehicles, trailers, and equipment shall be kept in good repair with minimal exterior blemishes or damage at all times. All lights, mufflers, silencers shall be installed and working properly with no excessive noise or smoke, no leaking fluids or other obvious signs of disrepair will be tolerated. Vehicles and equipment with Fluid leaks shall be shut down immediately and repaired and cleaned of excess fluids before being returned to use. Spilled fluids shall be cleaned up or treated per State Clean Water regulations.

24. Contractor vehicles, trailers and equipment shall at all times be properly licensed and inspected per State Law and meet applicable clean air and safety standards.

25. Vehicles, and equipment shall have backup alarms. Adequate quantities of traffic cones, fire extinguishers and first aid kits shall be carried on each vehicle. Overhead amber safety strobe lights on vehicles and equipment are strongly encouraged.

26. Tractors shall be four-wheel drive and capable of safely negotiating a 30-degree slope along the drainage channels while mowing. Batwing type mowing equipment is preferred to provide mowing over the edges of wet

areas.

27. The contractor must provide normal methods of contact which are monitored during the work day, such as a valid telephone number with voice mail, email, as well as keep his business physical and mailing address updated at all times and provided to the City's representative.

28. The contractor shall operate as an independent contractor and not as an agent, representative, partner or employee of the City of Keller, and shall control the operations at the work site, and be solely responsible for the acts and omissions of his employees or agents.

29. A RFP response constitutes understanding and acceptance of all terms, conditions, instructions and specifications contained in this Request for RFP.

30. A review of the contracted area prior to the beginning of the first mowing cycle with the City Representative shall be mandatory.

31. The City of Keller reserves the right to adjust and or cancel scheduled mowing cycles on a week-to-week basis, based upon need, prevailing weather conditions and available funding.

QUALITY ASSURANCE: The grounds will be inspected after each mowing by the City Representative to ensure compliance with the specifications.

☒ AGREE

3 INSTRUCTIONS TO BIDDERS

Terminology. Throughout this document, the terms Contractor, Bidder, Proposer, and/or Vendor may be used interchangeably. Reference to any of these terms throughout this document should be construed by the reader as meaning any Bidder for the products/services being requested (e.g., Bidder, Proposer); or the Bidder who has been awarded a BID/RFP or contract (e.g., Contractor, Vendor).

1. RFP INSTRUCTIONS

A. Completed RFPs will be received until 2:00 p.m., Monday, May 19, 2025, via electronic submissions ONLY, through the City of Keller's Ionwave portal, <https://cityofkeller.ionwave.net>. RFPs will then be promptly opened and read aloud. RFP responses received after the closing time will not be accepted.

B. The City WILL NOT ACCEPT an RFP response or alterations to an RFP response via Fax or e-mail. Fax and e-mail communications are available for informational inquiries only. No RFP responses received via Fax or e-mail will be considered under any circumstances.

C. The City will not release any information of Vendor's who have received the RFP Specifications until such RFPs have been opened and read aloud.

D. A recommended pre-proposal conference will be conducted via Microsoft Teams on Thursday, May 8, 2025 at 2:00 p.m. To get a copy of the meeting link, please reach out to Ryan Lee, Support Services Manager, at rlee@cityofkeller.com by no later than 12:00 p.m., Thursday, May 8, 2025. The conference is intended to respond to any questions of the Bidders and for the Bidder to inquire about any location or site-specific details that may affect cost, progress, or performance of work.

4 Bid Certification Digital Signature

BIDDERS CERTIFICATION I, the undersigned, by digitally signing, agree that I have read and understand all of the terms and conditions, specifications, and requirements contained on each page of this Invitation to Bid. I also understand that if this proposal is accepted by The City of Keller that all of the terms and conditions, specifications, and requirements submitted in my proposal and any additions, changes, or deletions made during negotiations will be made a part of this proposal under a binding contract between my company and the City of Keller, Texas. I also certify that this proposal is made without previous understanding, agreement, or connection with any person, firm, or corporation making a proposal for the same materials, and is in all fair and without collusion or fraud. By entering your name in the field provided, you are accepting the terms of this bid. You agree that your typed name will serve as your electronic digital signature.

Craig Zuczek

5 DEVIATIONS BETWEEN RFP SPECIFICATIONS AND DELIVERED ITEM(S)

Prior to acceptance of the quoted commodity or service, the City reserves the right to perform a visual inspection and physical demonstration to verify compliance with all RFP specifications and operational requirements. Should the products/services fail to meet the specifications as required in the RFP, Contractor agrees that the City may elect to do one of the following:

- A. Reject the RFP and void the purchase as to any and all RFP items;
- B. Require specific performance by the successful Contractor at no additional cost to the City; or
- C. Hire outside sources to correct deviations at Contractor's expense

6 RFP AWARD/EVALUATION CRITERIA

A. The City reserves the right to reject any or all RFPs, in whole or in part; to waive any informality in any RFP; and to accept the RFP which, in its sole discretion, is in the best interest of the City. The City further reserves the right to award RFPs by item, combination or groups of items, or total amount. Vendors submitting on an "All or None" basis must so indicate on the RFP.

1. Proposal Evaluation Factors

Emphasis (Points) Factors

25	Vendor Ability to Provide Required Services
25	Vendor Experience Providing Required Services
25	Vendor Past Experience with City(s)
25	Vendor Overall Price for Services
100	Maximum Point Score

C. RFPs do not become contracts until they are awarded by the City Council and accepted by issuance of a Purchase Order or Contract by the City of Keller.

D. The City may make such investigations as it deems necessary to determine the ability of the Contractor to provide satisfactory performance in accordance with specifications, and the Contractor shall furnish to the City all such information and data for this purpose as the City may request. The Bidder may be required before the award of any contract to show to the complete satisfaction of the City of Keller that it has the necessary facilities, ability, human and financial resources to provide the work specified therein in a satisfactory manner. The Bidder may also be required to give a past history and in order to satisfy the City of Keller in regard to the Bidder's qualifications. The City of Keller reserves the right to reject any RFP if the evidence submitted by, or investigation of, the Bidder fails to satisfy the City of Keller that the Bidder is properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the Bidder's qualifications shall include:

1. The ability, capacity, skill and financial resources to perform the work or provide the service required;
2. The ability of the Bidder to perform the work promptly or within the time specified, without delay or interference;
3. The character, integrity, reputation, judgment, experience and efficiency of the Bidder; and
4. The quality of performance on previous contracts or work.

E. Continuing non-performance of the Contractor by failure to meet the terms of the Specifications shall be a basis for the termination of the contract by the City.

F. The City of Keller accepts no responsibility for any expense incurred in the preparation and presentation of an RFP. Such expenses shall be borne exclusively by the Bidder.

7 Grievance Procedure

The city of Keller provides for a grievance procedure for Contractors relating to specifications, terms, conditions, and instructions. Contractors with questions relating to the above matters are to contact Jocelyn Wittrock, Purchasing Agent (817) 743-4030 or Cody Maberry, Director of Parks & Recreation (817) 743-4050. If such matters have not been brought to the attention of the City staff prior to five days before the opening date, the City considers the BID request to be acceptable to all Contractors in all respects.

8 EXCEPTIONS/ALTERNATES TO RFP

Exceptions/alternates shall be provided with the proposal submitted via the City's eBid portal. Any interlineation, alteration, erasure, or subsequent alternative RFP submitted via the eBid portal may or may not be considered. Any exceptions/alternates from specifications must be clearly shown with complete information and justification to be provided by the Proposer. Changes prior to opening of RFP must be submitted before the opening deadline.

9 RFP WITHDRAWAL OR REJECTION

The City reserves the right to withdraw the Invitation to RFP for any reason or to reject any and all RFPs, or parts of all or any specific RFP or RFPs. The City further reserves the right to accept part or all of any specific RFP or RFPs, or any combination of RFPs, and to accept any RFP or RFPs with or without trade-in.

After opening, Bidders shall not be allowed to withdraw their RFPs unless an obvious mistake, supported by objective evidence that the mistake was unintentional, and approval by the City of Keller. Any request for withdrawal must be made in writing and substantiated by all original work papers, documents and other materials used in the preparation of the RFP. Such request shall be received by the City within 1 day after opening. If permitted to withdraw its RFP, the Bidder shall not supply any material or labor, or perform any subcontract or other work in connection with the resulting contract. No partial withdrawals are permitted. Prior to opening, Bidders may withdraw simply by making a written request to the City of Keller, Attn: Purchasing Agent, P O Box 770, Keller, TX 76244; no explanation is required.

10 LATE RFPS

RFPs received after the official RFP opening date and time will not be considered. The City is not responsible for technological challenges, lateness, or any other circumstances. The time and date recorded by the City shall be the official time of receipt of the RFP. **Contractor is solely responsible for ensuring that RFPs are received by the City on or before the RFP due date and time.**

11 Prices Held Firm

Each BID shall be valid for one hundred twenty (120) calendar days after the opening date of the BID and shall constitute an irrevocable offer to the City of Keller for the 120 calendar day period. The 120 calendar day period may be extended by mutual agreement of the parties.

12 PRICE DECLINE

Should there be a decline in the market price of the commodities or services provided during this agreement, then the City shall receive the benefit of such decline.

13 QUANTITIES

To assist in establishing a total RFP amount for RFP tabulation purposes, estimated quantities and/or calculations may have been listed in the specifications, or on the RFP tabulation form for each item. Bidder acknowledges that estimated quantities and/or calculations have been used, and further acknowledges that the City reserves the right to increase or decrease these quantities and/or during this contract depending upon the City's needs and operations.

14 UNIT PRICES AND EXTENSIONS

If unit prices and their extensions do not coincide, the City will accept the RFP price(s) resulting in the lesser amount(s).

15 DELIVERY DATE(S) AND LOCATION

The maximum number of days to deliver the product/service after receipt of the City's order shall be 7 days. This date may determine the award. Should contractor be unable to deliver the product/service by the deadline, a \$100 fee for delay per day will be assessed beginning on the first day following the promised delivery date of the product/service.

16 IDENTICAL RFPS

In the event of two or more identical low RFPs, the RFP will be awarded as prescribed by Section 271.901 of the Texas Local Government Code.

17 WARRANTY

Guarantees and warranties, when required, should be included as a part of the RFP as they may be a consideration in awarding the RFP.

1
8

TERMINATION OF AGREEMENT

A. This agreement shall remain in effect until the date of expiration, delivery, and/or acceptance of products and/or performance of services ordered. This agreement may be terminated by either party with a thirty (30) day written notice to the other party. If terminated by Contractor, Contractor must state therein the reasons for such cancellation. Upon delivery of such notice, Contractor shall discontinue all services in connection with the performance of this agreement and shall proceed to immediately cancel all existing orders and contracts insofar as such orders or contracts are chargeable to this agreement. As soon as practical after receipt of notice of termination, the Contractor shall submit a statement to the City for payment of that portion of the agreement successfully performed.

B. Breach of contract or default authorizes the City to exercise any or all of the following remedies:

1) take possession of the assigned premises and any fees accrued or becoming due to date.

2) take possession of all goods, fixtures, and materials of Contractor therein and may foreclose its lien against such personal property, applying the proceeds toward any fees due or thereafter becoming due.

C. The City reserves the right to cancel the contract immediately if the City determines in its sole discretion that the successful Contractor is not fulfilling the assigned responsibilities under the agreement and work or contract would be awarded to the next qualifying Contractor.

D. In the event the Contractor should fail to perform satisfactorily, keep or observe any of the terms and conditions to be performed, kept, or observed, the City shall provide the successful Contractor written notice of such default by certified mail; and in the event such default is not remedied to the satisfaction and approval of the City within two (2) working days of receipt of such notice by the successful Contractor, default shall be declared and all the successful Contractor's rights shall terminate. Contractor, in submitting this RFP, agrees that the City shall not be liable to prosecution for damages in the event that the City declares the Contractor in default.

E. The City reserves the right, in case of default, to procure the services from other sources and hold the defaulting Contractor responsible for any excess costs occasioned thereby.

1
9

ASSIGNMENT OF CONTRACT

The Contractor's rights and duties awarded by the agreement shall not be assigned to another without written consent of the City, and signed by the City Manager, or his authorized designee. Such consent shall not relieve the assigner of the liability in the event of default by the assignee.

2
0

RFP AMBIGUITY

Any ambiguity in the RFP resulting from an omission, error, lack of clarity or non-compliance by the Contractor with specifications, instructions and all conditions of RFP shall be construed in the favor of the City. **Bidder is solely responsible for understanding all aspects of RFP specifications and RFP instructions.**

For clarification of these specifications, call Larry Jones, Assistance Director of Public Works, at (817) 743-4216.

2
1

CONTRACT DELETIONS/ADDITIONS

The City of Keller reserves the right to make changes to the contract if the City adds buildings, sites, or otherwise makes other permanent improvements on property being maintained under this contract. If this occurs, City will negotiate deletions/additions and issue a change order. A thirty (30) day written notice will be issued. At the same time, City reserves the right to add to this contract any additional acquired space, new property, or deemed necessary space to this service contract. **Additionally, the City reserves the right to cancel contract, based upon available funding.**

2
2

CHANGE ORDERS

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications. All change orders to this agreement will be made in writing and shall not be effective unless signed by an authorized representative of the City. **Payment requests that exceed the contract/RFP amount will not be processed until signed change order(s) are submitted to the Finance Department.**

2
3

MODIFICATIONS, AMENDMENTS AND ADDENDA

The City shall have the right to modify the RFP specifications, instructions, and terms and conditions prior to the RFP submission deadline. The City will endeavor to notify all potential Bidders that have received a copy of the RFP specifications. **However, failure to notify potential Bidders shall impose no obligation or liability on the City.**

The City will endeavor to publish notice of such modification or addenda in the Fort Worth Star Telegram in the same manner as the original notice was published, in accordance with Section 252.041 of the Texas Local Government Code. The City may also provide such notice of modification or addenda on the City's Internet web site at www.cityofkeller.com. It is the Bidder's responsibility to contact the City of Keller to obtain the addenda information.

2
4

PATENT INDEMNITY

The Contractor hereby warrants that the use or sale of the products and materials delivered hereunder will not infringe on the rights of any patent, copyright, or registered trademark, covering such materials and the Bidder agrees to indemnify and hold harmless the City for any and all costs, expenses, judgments, and damages which the City may have to pay or incur.

2
5

GRATUITIES/GIFTS

The City may, by written notice to the Contractor, cancel this agreement without liability to the Contractor if it is determined by the City that gratuities or bribes in the form of entertainment, gifts, or otherwise, were offered or given by the Contractor, or its agent or representative to any City officer, employee, appointed or elected official, with respect to the award and/or performance of the agreement. In addition, the successful Contractor may be subject to penalties stated in Title 8 of the Texas Penal Code.

2 6 **ORDERS AND PAYMENT TERMS**

All RFPs shall specify terms and conditions of payment, which will be considered as part of, but not solely control, the award of RFP. City review, inspection, and processing procedures ordinarily require thirty (30) days after receipt of invoice, products and/or services. RFPs which call for payment before 30 days from receipt of invoice, or cash discounts given on such payment, will be considered only if, in the opinion of the City, the review, inspection, and processing procedures can be completed as to the specific purchases within the specified time frame. Orders will be placed by authorized City personnel, and those orders exceeding three thousand dollars (\$3,000.00) must be provided a Purchase Order Number to be valid. The Purchase Order number shall appear on all itemized invoices and packing slips. The City will not be responsible for any orders placed and/or delivered without a valid, current Purchase Order.

B. Payment(s) to Contractor will be made after satisfactory receipt of the product and/or services, as determined by the City, and receipt of invoice or other billing statement used by the Contractor. No payments will be made in advance of receipt of products and/or services, unless specified otherwise in the contract. It is the intention of the City to make payment on completed orders within thirty (30) days of receiving invoicing unless unusual circumstances arise. Prices quoted shall include all charges, including delivery, labor, equipment, and set-up fees. Likewise, invoices shall be fully documented as to labor, materials, equipment provided, set-up fees, and taxes (if applicable). Invoices are to be submitted to the following address:

City of Keller
ATTN.: Accounts Payable
P.O. Box 770
Keller, Texas 76244
(or) via email to purchasing@cityofkeller.com

C. The City operates on a fiscal year that ends September 30th. All invoices including work/services through September 30th must be submitted by October 31st. Invoices not received by this deadline may be subject to an Administrative Fee to be deducted from the payment request.

D. It is the policy of the City of Keller that ALL vendor checks will be mailed through the U S Post Office or by wire transfer.

2 7 **USE OF PURCHASING CARDS**

Contractor is encouraged to accept payment by Purchasing Card in order to expedite the ordering and payment process.

2 8 **NEGOTIATION**

Any attempt to negotiate or provide information on the contents of this RFP with the City or its representatives prior to RFP award shall be grounds for disqualification of the RFP.

2 9 **PRICE FIXING**

In submitting a RFP response, Contractor thereby certifies that he has not participated in nor been party to any collusion, price fixing, or any other agreement or agreements with any company, firm or person(s) concerning the pricing on the enclosed RFP.

3 0 **REFERENCES**

Contractor must provide a minimum of (3) verifiable references where services are presently being performed by their firm through contract and have been provided for a minimum of the last twelve (12) months, with municipalities in the Dallas/Fort Worth Metroplex area. **List references as Attachment I.**

3 1 **Company Name**

Reference 1

City of Fort Worth

3 2	Address Reference 1 <input type="text" value="Fort Worth, TX"/>
3 3	City Reference 1 <input type="text" value="Fort Worth"/>
3 4	State Reference 1 <input type="text" value="TX"/>
3 5	Zip Code Reference 1 <input type="text" value="76111"/>
3 6	Telephone Number Reference 1 <input type="text" value="817-392-5731"/>
3 7	Contact Name Reference 1 <input type="text" value="Bruce Rauss"/>
3 8	Contact Email Address Reference 1 <input type="text" value="Bruce.Rauss@fortworthtexas.gov"/>
3 9	Company Name Reference 2 <input type="text" value="Town of Flower Mound"/>
4 0	Address Reference 2 <input type="text" value="Flower Mound, TX"/>
4 1	City Reference 2 <input type="text" value="Flower Mound"/>
4 2	State Reference 2 <input type="text" value="TX"/>
4 3	Zip Code Reference 2 <input type="text" value="75022"/>

4 4	Telephone Number Reference 2 <input type="text" value="972-768-4491"/>
4 5	Contact Name Reference 2 <input type="text" value="Chuck Jennings"/>
4 6	Contact Email Address Reference 2 <input type="text" value="Chuck.Jennings@flower-mound.com"/>
4 7	Company Name Reference 3 <input type="text" value="City of Denton"/>
4 8	Address Reference 3 <input type="text" value="Denton, TX"/>
4 9	City Reference 3 <input type="text" value="Denton"/>
5 0	State Reference 3 <input type="text" value="TX"/>
5 1	Zip Code Reference 3 <input type="text" value="76201"/>
5 2	Telephone Number Reference 3 <input type="text" value="940-349-8430"/>
5 3	Contact Name Reference 3 <input type="text" value="Marshall McGee"/>
5 4	Contact Email Address Reference 3 <input type="text" value="Marshall.McGee@cityofdenton.com"/>

55 CONFIDENTIALITY OF DOCUMENTS

In accordance with Local Government Code 252.049 trade secrets are confidential information in competitive sealed RFPs and are not open for public inspection.

After RFP opening, except for RFP amounts, names, and addresses of contractors, all other RFP documents and information will be deemed confidential during the evaluation process until formal action to award the RFP or reject all RFPs has been taken by the City Council. Following award of the RFP or rejection of all RFPs by the City Council, all RFPs shall then become public documents, available for public view upon written request. Copies of RFPs may then be requested by interested contractors, citizens, or City officials.

56 CONTACTS WITH CITY EMPLOYEES AND OFFICERS

In order to ensure fair and objective evaluation of RFPs, all questions related to this RFP should be addressed only to the person(s) so named herein or in the RFP Specifications. Contact with any other City employee, or any appointed or elected official without prior written consent of the person(s) so named herein is expressly prohibited. Contractors directly contacting other City employees, or any appointed or elected officials without prior written consent will risk elimination of the RFP from further consideration.

57 EMPLOYEE (SUBCONTRACTOR) IDENTIFICATION

Contractor may be required to provide and enforce the use of uniforms and identification badges to personnel assigned under this contract. Uniform design (if applicable) is subject to approval by the City. The Contractor is responsible for cleaning of employee uniforms. Contractor is also responsible for the following:

- ensuring employees maintain a neat and clean appearance while providing the services;
- providing and enforcing the use of name badges;
- immediate collecting name badges of terminated employees; and
- checking employees' proof of valid driver's licenses every six months.

58 IDENTIFICATION OF CONTRACTOR VEHICLES & EQUIPMENT

Contractor will be responsible for ensuring vehicles and equipment are clearly identified in a manner acceptable to the City and be properly licensed and inspected in accordance with the State of Texas and Tarrant County regulations.

59 EMPLOYEE SAFETY

Contractor must provide and enforce the use of appropriate safety equipment.

60 SUBSTANCE ABUSE

Possession, consumption of, and/or reporting for work under the influence of alcohol, controlled substances, and/or dangerous drugs by subcontractors, officers, or employees of the Contractor will not be tolerated. Enforcement of this policy is the responsibility of Contractor.

61 CRIMINAL HISTORY BACKGROUND CHECK

Prior to each employee commencing work, Contractor must conduct a criminal history check acceptable to the City, and forward all reports to an authorized City representative.

62 CUSTOMER RELATIONS

Contractor is responsible for ensuring that its subcontractors or employees conduct themselves in a courteous and professional manner when dealing with City employees, elected or appointed officials, residents, and/or customers of the City. The City reserves the right to reject any Contractor subcontractor or employee and/or request replacement at any time.

**6
3** SALES TAXES

The City is exempt from most state and local sales taxes by state law. Therefore, the City does not possess a “tax exempt number.” The City will provide a sales tax exemption certificate to the vendor upon request. The total for each RFP submitted must include any applicable taxes. It is suggested that taxes, if any, be separately identified, itemized, and stated on each RFP. The City cannot determine for the Bidder whether or not the item(s) requested in the RFP are taxable to the City. The Bidder, through the Bidder’s attorney or tax consultant, must make such determination. Bills submitted for taxes after the RFPs are awarded will not be honored.

**6
4** TAXES, PERMITS, LICENSES

The Contractor shall obtain and pay for all licenses, permits and inspections required for the work. Upon written notification, the contractor shall provide notarized copies of all valid licenses, permits and certificates required for performance of the work. The notarized copies shall be delivered to the City of Keller, Attn: Purchasing Agent, PO Box 770, Keller, TX 76244 within (10) days of notification.

**6
5** ANNUAL CONTRACT FUNDING

The City operates on a fiscal year that ends on September 30th. Because state law mandates that a municipality may not commit funds beyond a fiscal year, this RFP/contract is subject to cancellation if funds for this commodity/service are not approved in the next fiscal year.

**6
6** Cooperative Purchasing

Bidders agree to extend prices, terms and conditions to any and all governmental entities that have entered into or will enter into a joint purchasing inter-local cooperation agreement with the City of Keller. As such, the City of Keller has executed an inter-local agreement with certain other governmental entities authorizing participation in a cooperative purchasing program. The bidder may be asked to provide products/services, based upon the BID price, to any other governmental entity. Bidder/vendor acknowledges that other governmental entities are eligible, but not obligated, to purchase products/services under this contract. Any and all purchases by governmental entities other than the City of Keller will be billed directly and shall not be considered in any way an obligation of the City of Keller. As such, other governmental agencies will order their own products/services from the successful bidder as needed.

Yes ☐

**6
7** BRAND NAMES

If items for which RFPs have been called for have been identified by a “brand name or equal” description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality characteristics of products that will be satisfactory. RFPs offering “equal” products will be considered for award if such products are clearly identified in the RFPs and are determined by the City to be equal in all material respects to the brand name products referenced. **Unless the Bidder clearly indicates in their RFP that they are offering an “equal product”, their RFP shall be considered as offering a brand name product referenced herein or in the RFP specifications.**

**6
8** CONTRACT CLAUSE

All Bidders understand and agree that the Bidder’s response to this RFP invitation will become a legally binding contract upon acceptance in writing by the City. This contract may be superceded or amended only if replaced with a more extensive contract that is agreed to by both parties.

**6
9** CONTRACT ADMINISTRATION

Under this contract, the City of Keller will appoint the City Manager or his/her designee as contract administrator with the designated responsibility to ensure compliance with performance of contract requirements. Such responsibilities will include, but will not be limited to, the inspection and acceptance of all products/services to be provided under this contract. If a product/service is found to be unsuitable or as required by this contract, the CONTRACTOR will be required to remedy the product/service at Contractor’s expense. Bidder will furnish written plan of action as to how and when correction of discrepancies will be accomplished in order to eliminate complaints. Bidder shall not handle any complaints or request from citizens. Any citizens’ concerns should be directed to the City Manager, his designee, or the appropriate City Department.

7
0

FAILURE TO ENFORCE

Failure by the City of Keller at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the City of Keller to enforce any provision at any time in accordance with its terms.

7
1

INDEPENDENT CONTRACTOR

The Bidder who is awarded the contract shall be considered an independent contractor for all purposes. The Contractor shall maintain complete control over all of its employees and subcontractors. The Contractor shall perform all work in an orderly and workmanlike manner, enforce strict discipline and order among its employees and assure strict discipline and order by its subcontractors. The Contractor shall employ only fully experienced and properly qualified persons to perform the work.

7
2

INSURANCE REQUIREMENTS

Except as otherwise specified in this contract, the contractor and his subcontractors of any tier will be required at their own expense, to maintain in effect at all times during the performance of the work, insurance coverage with limits not less than those set forth below, with insurers and under forms of policies satisfactory to the City of Keller. It shall be the responsibility of the contractor and subcontractors to maintain adequate insurance coverage and to assure that all subcontractors are adequately insured at all times. Failure of the contractor and his subcontractors to maintain adequate coverage shall not relieve him of any contractual responsibility or obligation. Deductibles, of any type, are the responsibility of the vendor/contractor.

7
3

CERTIFICATES OF INSURANCE

At the time of the execution of this contract and each subcontract, but in any event, prior to commencing work at the job site, the contractor and his subcontractors shall furnish the City with certificates of insurance as evidence that the policies providing the required coverage and limits of insurance are in full force and effect. The certificates of insurance shall state the City and Keller Town Center Property Owners Association as Additional Insured where applicable. The certificates of insurance provide that any company issuing an insurance policy for the work under this contract shall provide not less than 30 days advance notice in writing of cancellation, non-renewable, or material change in the policy of insurance. In addition, the contractor shall provide written notice to the City of Keller upon receipt of notice of cancellation of any insurance policy. All certificates of insurance shall clearly state that all applicable requirements have been satisfied including certification that the policies are of the "occurrence" type. Certificates of insurance for contractor and subcontractor, terminations, or alterations of such policies shall be mailed to Jocelyn Wittrock, Purchasing Agent, Finance Department, P O. Box 770, Keller, TX 76244.

7
4

COMPREHENSIVE GENERAL LIABILITY

This insurance shall be an occurrence type policy written in comprehensive form and shall protect the contractor and his subcontractors and the Additional Insured against all claims arising from bodily injury, sickness, disease, or death of any person other than the contractor's employees or damage to property of the City of Keller and Keller Town Center Property Owner Association or others arising out of the act or omission of the contractor or his subcontractors or their agents, employees, or subcontractors. This policy shall also include protection against claims insured by usual personal injury liability coverage, a (protective liability) endorsed to insure the contractual liability assumed by the contractor and his subcontractors under the article entitle indemnification and completed operations, products liability, contractual liability, broad form property coverage, premises/operations, and independent contractors.

Bodily Injury and Property Damage - \$500,000 per person
\$1,000,000 per occurrence

7
5

COMPREHENSIVE AUTOMOBILE LIABILITY

This insurance shall be written in the comprehensive form and shall protect the contractor and his subcontractors and the additional insured against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover operation on and off the site of all motor vehicles licensed for highway use, whether they were owned, non-owned, or hired, the liability shall not be less than:

Bodily Injury and Property Damage - \$500,000 per person
\$1,000,000 per occurrence

7 WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY

The contractor shall protect himself and his subcontractors by carrying statutory worker's compensation insurance

7 INDEMNIFICATION

For consideration included in the RFP price, contractor and his subcontractors shall pay, indemnify, and hold harmless, the City and Keller Town Center Property Owners Association, its agents, guests, consultants, invites, and employees, from all suits, actions, claims, demands, losses, expenses, including attorney's fees, costs and judgments of every kind and description to which the City of Keller and Keller Town Center Property Owners Association, its agents, guests, consultants, invites, or employees may be subjected to by reason of injury to persons or death or property damage, resulting from or growing out of any act of commission, omission, negligence, or fault of the contractor and his subcontractors, their agents or employees, committed in connection with this contract, contractor's performance hereof, or of any work performed hereunder.

The Contractor agrees to and shall indemnify and hold harmless the City of Keller and Keller Town Center Property Owners Association against any and all liens and encumbrances for all labor, goods and services which may be provided under the City's request, by seller or seller's vendor(s), and if the City requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City.

Contractor and his subcontractors shall indemnify and hold harmless the City of Keller and Keller Town Center Property Owners Association, its agents, or employees and consultants from and against all claims, demands, actions, suits, damages, losses, expenses, costs including attorney's fees, and judgments of every kind and description arising from, based upon, or growing out of the violation of any Federal, state, county, or city law, bylaw, ordinance, or regulation by the contractor, its agents, trainees, invites, servants, and employees.

7 WAIVER OF SUBROGATION

The contractor and his subcontractors shall require their insurance carrier, with respect to all insurance policies, to waive all rights of subrogation against the City of Keller and the Keller Town Center Property Owners Association, its commissioners, partners, officials, agents, and employees and against all other contractors and subcontractors.

7 BONDS

Bid Bond. Unless specified otherwise in RFP specifications, all RFPs shall be accompanied by a bid bond acceptable to the City in the amount of \$1,500. The City will accept only a bond issued by a surety/insurance company or a cashier's check issued by a national or state bank. All bid bonds will be returned to Bidder within ten days from award of contract.

Payment Bond. No contract shall be effective until the following payment bond is furnished:

For contracts for services, a payment bond of one hundred percent (100%) of the total contract price is required, guaranteeing payment to all employees supplying labor and materials, or furnishing any equipment in the execution of the contract.

Bond Requirements: RFPs under \$25,000.00 will require no bonds. RFPs in excess of \$25,000.00, but less than \$50,000.00 will require a Bid bond. RFPs in excess of \$50,000.00 will require both Bid and Payment bonds.

8 DEBARMENT

By submitting a RFP, the Bidder certifies that it is not currently debarred from receiving contracts from any political subdivision or agency of the State of Texas and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas.

8 BANKRUPTCY

If seller becomes bankrupt or insolvent, or if a petition in bankruptcy or insolvency is filed by or against Seller, or if a receiver, trustee or assignee for the benefit of creditors is appointed for Seller, the City shall have the right, at its sole discretion, to treat such occurrence as a breach thereof.

8 CONTRACT WITH PERSON INDEBTED TO MUNICIPALITY

A municipality by ordinance may establish regulations permitting the municipality to refuse to enter into a contract or other transaction with a person indebted to the municipality.

3

8 GOVERNING LAW

8 CONFLICT OF INTEREST QUESTIONNAIRE

8 FORCE MAJEURE

8 ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS

Bid Lines

1 Package Header

Total:	\$30,358.40
--------	-------------

Package Attributes

1. SECTION 1: DRAINAGE CHANNELS

Item 1. Sarah Brooks Drive Channel

From Shady Grove Road to North Tarrant Parkway both sides of channel from concrete channel liner to fences. Where there is no fence then mow out 15 feet. 2,605 X 42 feet. 2.8 acres

Item 2. Rapp Road Channel

From Shady Grove Road North to 1200 Rapp Road. From brick wall to edge of road. 1,520 X 53 feet. 1.4 acres

Item 3. Little Bear Creek/Ridgewood Estates

From Junction of Creek Terrace Channel East along Little Bear Creek to City limits near CreekrIDGE Dr. both sides of creek. 1,630 X variable width. 2.4 acres

Item 4. Beeding Lane Channel

From Bursey Road to junction of Little Bear Creek. Both sides of the concrete flume.
From fence on East side to edge of Trail. 1,025 X variable width. 1.8 acres

Item 5. Creek Terrace Drive Channel

From North Tarrant Parkway to junction of Little Bear Creek, 1,525 X variable width. 2.3 acres

Item 6. Highland Oaks Crossing Channel and Pond (behind CVS)

From Rufe Snow Drive to North Tarrant Parkway. Includes weed trimming on and around Gabion channel liner and pond walls. 2.8 acres

Item 7. Chase Oaks Drive Channel

From the fence at 1539 Chase Oaks Drive, South – East, 1,803 feet X variable width from concrete flume to fence. 5.2 acres

Item 8. Rufe Snow Drive at Little Bear Creek

East side of road along and around headwall and out 90 feet X 60 feet. West side of road along and around headwall out 90 X 15 feet. 0.2 acres

Item 9. Little Bear Creek at Pebble Creek Drive Channel

- From North Tarrant Parkway to S.E. and around safety fence then West 125 feet to Willow Crest Dr. from fence to curb, 1,100 X 40 feet.
- North side of North Tarrant Parkway, weed trim around headwall area. 0.6 acres

Item 10. Little Bear Creek at Willis Lane

At box culvert 100 feet North of North Tarrant Parkway both sides of road around headwall, wing walls, in and around flume. 0.04 acres

Item 11. Clear Water Lane Channel

From the spillway 100 feet north of Clear Water Lane mow West side of flume to fence, 500 feet X 40 feet wide. 0.5 acres

Item 12. Keller Pointe Channel

From Rufe Snow Drive East to Big Bear Creek 1,720 X variable width,
West side of Rufe Snow Drive from spillway to headwall 20 X 120 feet. 1.7 acres

Item 13. Anita Avenue Channel

Keller Parkway to spillway behind 700 Keller Pkwy. Mow bottom of channel and up five feet on slopes, 640 feet X variable width. 0.6 acres

Item 14. Elm Street / Main Street - Big Bear Creek:

- From East side of Elm Street to Trees, 450 X variable width,
 - From West side of Elm Street to Main Street, 700 feet X variable width,
 - From West side of Main Street to Rail Road ROW, 300 feet X variable width.
- 3.7 acres

Item 15. Nightingale Circle Channel:

From 330 feet north of pavement 400 feet X 50 feet and edge all of concrete flume.
0.5 acres

Item 16. Keller High School Gabions:

- North side of Johnson Road on and around guardrail, headwall and gabions 100 X 150 feet,
- South side of Johnson Road on and around guardrail, headwall and gabions 100 feet X variable width and 150 feet West around headwall area. 0.7 acres

Item 17. Cross Timbers Road Channel:

- North side of Johnson Road on and around guardrail, headwall and gabions from road to spill way, 300 feet X 100 feet,
- South side of Johnson Road on and around guardrail headwall and gabions from road to beginning of flume, 280 feet X variable width. 1.0 acres

Item 18. Chandler Road Channel:

From road East to and across Meadow Knoll Court to fence at North property line of and behind 517 Meadow Knoll Ct. 900 feet X variable width. 0.7 acres

Item 19. Unspecified location:

Only when directed by City Representative 1.0 acres

Package Items

1.1 SARAH BROOKS DRIVE CHANNEL

Quantity: 8 UOM: PER MOW Unit Price: Total:

1.2 RAPP ROAD CHANNEL

Quantity: 8 UOM: PER MOW Unit Price: Total:

1.3 LITTLE BEAR CREEK/RIDGEWOOD ESTATES

Quantity: 8 UOM: PER MOW Unit Price: Total:

1.4 BEEDING LANE CHANNEL

Quantity: 8 UOM: PER MOW Unit Price: Total:

1.5 CREEK TERRANCE DRIVE CHANNEL

Quantity: 8 UOM: PER MOW Unit Price: Total:

1.6 HIGHLAND OAKS CROSSING CHANNEL/POND

Quantity: 8 UOM: PER MOW Unit Price: Total:

1.7 CHASE OAKS DRIVE CHANNEL

Quantity: 8 UOM: PER MOW Unit Price: Total:

1.8 RUFE SNOW DRIVE @ LITTLE BEAR CREEK

Quantity: 8 UOM: PER MOW Unit Price: Total:

1.9 LITTLE BEAR CREEK @ PEBBLE CREEK DRIVE

Quantity: 8 UOM: PER MOW Unit Price: Total:

1.10 LITTLE BEAR CREEK @ WILLIS LANE

Quantity: 8 UOM: PER MOW Unit Price: Total:

1.11 CLEARWATER LANE CHANNEL

Quantity: 8 UOM: PER MOW Unit Price: Total:

1.12 KELLER POINTE CHANNEL

Quantity: 8 UOM: PER MOW Unit Price: Total:

1.13 ANITA AVENUE CHANNELQuantity: 8 UOM: PER MOW Unit Price: Total: **1.14 BIG BEAR CREEK @ ELM STREET/MAIN STREET**Quantity: 8 UOM: PER MOW Unit Price: Total: **1.15 NIGHTINGALE CIRCLE CHANNEL**Quantity: 8 UOM: PER MOW Unit Price: Total: **1.16 KELLER HIGH SCHOOL GABIONS**Quantity: 8 UOM: PER MOW Unit Price: Total: **1.17 CROSS TIMBERS ROAD CHANNEL**Quantity: 8 UOM: PER MOW Unit Price: Total: **1.18 CHANDLER ROAD CHANNEL**Quantity: 8 UOM: PER MOW Unit Price: Total: **1.19 UNSPECIFIED LOCATION (AS NEEDED)**Quantity: 8 UOM: PER MOW Unit Price: Total: Supplier Notes: **2 Package Header****Section 2: City Properties**

Mow, trim and edge all areas of contract locations. All quantities and measurements are approximate. Mow bi-weekly.

Total: **Package Attributes****1. SECTION 2: CITY PROPERTIES**Item 1. 1300 Ottinger Road:

Lot at East end of Robin Lane, mow to edge of pavement on both sides, trim trees and brush back from edge of pavement 5 feet. 1.3 acres

Item 2. 929 Bancroft Road:

Property to curb. 1.7 acres

Item 3. 651 Keller Parkway, Bourland Lake:

All around lake and along upstream drainage to South fence at apartments and to edge of pavement on Bourland and Keller Parkway. 4.5 acres

Item 4. Keller-Smithfield Road at Big Bear Creek:

Small grassy area East of brick wall on North side of creek East side of road, access from West side of road then under bridge. 0.2 acres

Item 5. 785 Chisolm Trail

Lot from back of curb, approx. 20ft. north of curb cut, east 145ft., south 240ft. then northwest at an angle approximating continuation of diagonal utility screening wall to wood utility pole, approx. 55ft. south of curb cut. 0.6 acres

Package Items

2.1 1300 OTTINGER ROAD

Quantity: 16 UOM: PER MOW Unit Price: Total:

2.2 1100 TRAIL RIDGE DRIVE

Quantity: 16 UOM: PER MOW Unit Price: Total:

2.3 651 KELLER PARKWAY/BOURLAND LAKE

Quantity: 16 UOM: PER MOW Unit Price: Total:

2.4 KELLER-SMITHFIELD ROAD/EAST OF BRICK WALL

Quantity: 16 UOM: PER MOW Unit Price: Total:

2.5 785 CHISHOLM TRAIL

Quantity: 16 UOM: PER MOW Unit Price: Total:

3 Package Header

Section 3: Rights of Way

Mow, trim and edge all areas of contract locations. All quantities and measurements are approximate. Mow bi-weekly.

Total:

Package Attributes

1. SECTION 3: RIGHTS OF WAY

Item 1. Johnson Road Right-of-Way: from North Main Street (U.S. HWY 377) East:

- From 125 feet East of Norma Lane, 650 feet x 7 feet along North side of road from curb to fence including around guard rail and headwall. 0.1 acres
- From Rufe Snow Drive East, 270 feet x 15 feet along South side of road from Curb to wall. 0.07 acres
- From Johnson Park East property line to Keller High School West Property line, 360 feet by 5 feet along South side of road from curb to fence. 0.06 acres
- From Bourland Rd. East to Bodega Bay Dr., 1,375 feet by 1 foot along North side of road, sidewalk to fence. 0.09 acres

Item 2. Bancroft Road Right-of-Way

North side of road only at Hillside Drive 50 feet each way and north 15 feet on Hillside Dr. 50 feet by 15 feet. 0.03 acres

Item 3. Rufe Snow Drive North Right-of-Way: from Keller Parkway (FM 1709) North to Johnson Road:

- Adjacent to and around the drainage channel guard rails, safety fence, and headwalls down to water line East side of road, North of CVS Pharmacy. 100 X 6'. 0.06 acres
- From Johnson Road South along East side of road from curb to fence. 270 feet x 12 feet. 0.02 acres

Item 4. Rufe Snow Drive South Right-of-Way: from Keller Parkway (FM 1709) South to Rapp Road:

- West side of Rufe Snow Dr. from South side of Big Bear Creek bridge, South to Barbara Ln. adjacent to Park land curb to fence. 160 feet X 10 feet. 0.05 acres

Item 5. Keller-Smithfield Road South Right-of-Way: from 956 Keller Smithfield Rd. South to North Tarrant Parkway:

- Ditch at 956, 1020 and 1116 Keller-Smithfield Rd. South. 975 feet by 15 feet. 0.4 acres
- South 30' of driveway located at 1116 Keller-Smithfield Rd. South, 20 feet by 10 feet. .005 acres
- South 150' of Village Trail to Shady Grove Road the East side from curb out, 1,350 feet by 20 feet and Medians from Village Trail to Shady Grove. 1.7 acres

- South 65' of driveway located at 1520 Keller-Smithfield Rd. South, 560 feet by 35 feet, West side only. .4 acres
- From approximately 140 feet South of the center of Silverleaf Drive South, 1,200 feet X 10 feet, West side only. 0.1 acres

Item 6. Pate-Orr Road Right-of-Way: Keller Parkway North to Johnson Road:

- Adjacent to and around the guard rails, safety fence, and headwalls on both sides of the road at the Pate Orr Channel. 0.12 acres
- West along North edge of channel 170 feet X 15 feet and East along North edge of channel 800 feet by 10 feet. Do Not Mow Garden. 0.25 acres
- East side of road behind 210 and 218 Overleaf, 150 feet X 10 feet. 0.03 acres
- East side of road from guard rail south to North edge of gas station parking lot, 300 feet x 15 feet. 0.10 acres

Item 7. Bear Creek Parkway Right-of-Way: From 151 W. Bear Creek Pkwy to Rufe Snow Drive.

- Both sides of road guard rails at Rail Road Crossing 200 feet by 10 feet. Do not work within Rail Area. WATCH FOR TRAINS. 0.06 acres
- Adjacent to and around the guard rails, safety fence, and headwalls on both sides of the road at three Big Bear Creek bridges near the park, including slopes down to water. 75 feet by 10 feet on each side. 0.22 acres
- Along the North side of the road from Park North Court East to Apache Trail, from sidewalk to pavement edge. 1,750 feet wide by 10 feet. 0.4 acres
- Along the North side of the road from 200 feet West of Anita Avenue to the West property line of Bear Creek Intermediate School, from sidewalk to pavement edge. 640 feet wide by 10 feet. 0.1 acres

Item 8. Rapp Road Right-of-way: Ditch at 417 Rapp Road, 120 feet by 10 feet, including both sides of culvert headwall. 0.02 acres

Item 9. Cindy Street North:

Guard Rails at east end of Pearl street, Marsha Street, and Lorine Street. Ditch along north edge of grassy area. 50 feet by 15 feet x 3 0.07 acres

Item 10. Clay Hibbins Road:

Median from Lake Shore Drive north 385 feet. 385 feet by 16 feet. 0.1 acres
Guard rail at north end of road. 50 feet by 20 feet. 0.003 acres

Item 11. Judge Bland Road:

- Ditch on west side of road from about 1204 to 1113 Judge Bland Road. 850 Feet by 22 feet. Fence to pavement. 0.4 acres
- Ditch on west side of road from about 1105 to the southwest corner at Florence Road. 900 ft. by 200 ft. 0.4 acres

Item 12. Roanoke Road:

- S curve beginning at driveway 2000 Roanoke Rd. north on east side approximately 520 feet by 10 feet and south of S curve approximately 220 feet by 10 feet. 0.5 acres
- Right-of-way along west property line of 1100 and 1105 Oak Trail, beginning north of Oak Trail approximately 460 ft., continuing south to approximately 250ft. south of Oak Trail, variable width to edge of pavement. 0.2 acres

Item 13. Unspecified Location:

(Note: mowing cycle will be ONLY as needed per city rep)
0.5 acres

Package Items

3.1 JOHNSON ROAD RIGHT-OF-WAY

Quantity: <u>16</u>	UOM: <u>PER MOW</u>	Unit Price: <table border="1"><tr><td>\$46.37</td></tr></table>	\$46.37	Total: <table border="1"><tr><td>\$741.92</td></tr></table>	\$741.92
\$46.37					
\$741.92					

3.2 BANCROFT ROAD RIGHT-OF-WAY

Quantity: <u>16</u>	UOM: <u>PER MOW</u>	Unit Price: <table border="1"><tr><td>\$23.19</td></tr></table>	\$23.19	Total: <table border="1"><tr><td>\$371.04</td></tr></table>	\$371.04
\$23.19					
\$371.04					

3.3 RUFE SNOW DRIVE NORTH RIGHT-OF-WAY

Quantity: <u>16</u>	UOM: <u>PER MOW</u>	Unit Price: <table border="1"><tr><td>\$23.19</td></tr></table>	\$23.19	Total: <table border="1"><tr><td>\$371.04</td></tr></table>	\$371.04
\$23.19					
\$371.04					

3.4 RUFE SNOW DRIVE SOUTH RIGHT-OF-WAYQuantity: 16 UOM: PER MOW Unit Price: \$23.19 Total: \$371.04**3.5 KELLER-SMITHFIELD ROAD SOUTH RIGHT-OF-WAY**Quantity: 16 UOM: PER MOW Unit Price: \$241.12 Total: \$3,857.92**3.6 PATE ORR ROAD RIGHT-OF-WAY**Quantity: 16 UOM: PER MOW Unit Price: \$46.37 Total: \$741.92**3.7 BEAR CREEK PARKWAY RIGHT-OF-WAY**Quantity: 16 UOM: PER MOW Unit Price: \$74.19 Total: \$1,187.04**3.8 RAPP ROAD RIGHT-OF-WAY**Quantity: 16 UOM: PER MOW Unit Price: \$23.19 Total: \$371.04**3.9 CINDY STREET NORTH**Quantity: 16 UOM: PER MOW Unit Price: \$23.19 Total: \$371.04**3.10 CLAY HIBBINS ROAD**Quantity: 16 UOM: PER MOW Unit Price: \$23.19 Total: \$371.04**3.11 JUDGE BLAND ROAD**Quantity: 16 UOM: PER MOW Unit Price: \$74.19 Total: \$1,187.04**3.12 ROANOKE ROAD**Quantity: 16 UOM: PER MOW Unit Price: \$69.56 Total: \$1,112.96**3.13 UNSPECIFIED LOCATION (AS NEEDED)**Quantity: 16 UOM: PER MOW Unit Price: \$0.00 Total: \$0.00Supplier Notes: Will quote as needed**4 Package Header****Section 4: Water Sites**

Landscape Mow, trim, and weed trim along fences, poles, building, tanks, pipes, etc. All quantities and measurements are approximate. Mow bi-weekly.

Total: \$9,571.20

Package Attributes

1. SECTION 4: WATER SITES

Item 1. Knox Water Tower Site (1481 Knox Rd.)

All areas inside fence and right-of-way along Knox Road and Ravenwood Drive. Trimming of crepe myrtle bushes along fence line shall be performed quarterly or as needed. 1.4 acres

Item 2. Keller-Smithfield Water Tower Site (540 Keller Smithfield Rd.)

All areas inside water tower site fence, areas along entrance drive, and right-of-way along Keller Smithfield Road. 1.6 acres

Item 3. Whitley Water Tower Site (1006 Shady Ln. N.)

All areas inside fence and right-of-way along the east side of Templemore Drive. 1.3 acres

Item 4. Pearson Pump Station Site (416 N. Pearson Ln.)

All areas inside fence and right-of-way along Pearson Lane. Trimming of crepe myrtle bushes along fence line and photinias on north side of entry driveway shall be performed quarterly or as needed. 2.4 acres

Item 5. Marshall Branch East Lift Station Site (2019 Ottinger Rd.)

Area inside fence as shown on the location map for this site. See Attachment A. 0.08 acres

Item 6. Marshall Branch West Lift Station Site (2391 Ravenwood Dr.)

Areas inside and outside fence as shown on the location map for this site. See Attachment A. 0.2 acres

Package Items

4.1 KNOX WATER TOWER SITE

Quantity: 16 UOM: PER MOW Unit Price: \$115.94 Total: \$1,855.04

4.2 KELLER-SMITHFIELD WATER TOWER SITE

Quantity: 16 UOM: PER MOW Unit Price: \$139.10 Total: \$2,225.60

4.3 WHITLEY WATER TOWER SITE

Quantity: 16 UOM: PER MOW Unit Price: \$111.29 Total: \$1,780.64

4.4 PEARSON PUMP STATION SITE

Quantity: 16 UOM: PER MOW Unit Price: \$185.49 Total: \$2,967.84

4.5 MARSHALL BRANCH EAST LIFT STATION SITE

Quantity: 16 UOM: PER MOW Unit Price: \$23.19 Total: \$371.04

4.6 MARSHALL BRANCH WEST LIFT STATION SITE

Quantity: 16 UOM: PER MOW Unit Price: \$23.19 Total: \$371.04

5 Package Header

Section 5: Alternate Mowing Locations – Not Included With Base Proposal

Mow, trim and edge all areas of contract locations. Mow Bi-Weekly (if awarded). All quantities and measurements are approximate. See Attachment B

(Line excluded from response total)

Total: \$8,569.60

Package Attributes

1. SECTION 5: ALTERNATE MOWING LOCATIONS - NOT INCLUDED WITH BASE PROPOSAL

Item 1. ROW North Side of Florence Rd East of Betty Ln

Ditch area along Florence Road, east of Betty Lane to 1621 Florence Rd. 0.07 acres

Item 2. ROW Mount Gilead Road at Robin Drive

Triangle at the southeast corner between the intersection at Mount Gilead Road and Robin Drive. 0.06 acres

Item 3. ROW East Side of Trail Ridge Rd

Area between the sidewalk termination and edge of pavement along east side of Trail Ridge Road, opposite properties 1124, 1114, and 1104 to cul de sac. 0.11 acres

Item 4. West Side of Ottinger Rd ROW

Right-of-way along Ottinger Road, extending from 1141 Ottinger Rd south to the intersection at Florence Road. 0.37 acres

Item 5. East Side of Mount Gilead Rd. ROW

Right-of-way along Mount Gilead Road and S curve, from property 1255 to 1309. 0.65 acres

Item 6. West Side of Willis Ln. ROW

Right-of-way along Willis Lane, covering properties 1316 and 1320, beginning approximately 30ft. north of the drive at 1316, continuing south to the drive at 1330. 0.08 acres

Item 7. East Side of Lambert Ln N ROW

Right-of-way located along the east side of Lambert Lane North, beginning approximately 250ft. north of Lambert Lane East, proceeding north an additional 250 ft. 0.18 acres

Item 8. Johnson Road East ROW

- Right-of-way located North of Johnson Rd. between Bobbi Ct. and driveway at 1741 Johnson Rd. and ROW south of Johnson Rd. between driveway at 1732 Johnson Rd. and 175ft. east, to the diagonal property line at 1756 Johnson Rd. 0.13 acres
- Right-of-way located at the northwest corner of the intersection at Castleman Ct. and Johnson Rd. 0.03 acres
- Ditch at the southwest corner of Johnson Rd. and Pearson Lane, from the intersection to the driveway at 542 N. Pearson. 0.02 acres

Item 9. West Side of Ottinger Rd. ROW (2)

Right-of-way along the west side of Ottinger Road, from the northeast corner of 2230 Ottinger, south to the drive at 2100 Ottinger Rd., approximately 1460ft. 0.79 acres

Item 10. Right-of-way South Side of Bear Creek Parkway

Right-of-way at the southeast corner of the roundabout at Whitley Rd. and Bear Creek Parkway, east to Bear Creek. 0.42 acres

Item 11. 5967 Lambert Ln E ROW

Right-of-way north side of Lambert Lane beginning at the corner of Lambert Lane E and Ottinger Rd., west adjacent to 5967 Lambert Lane E., approximately 665ft. 0.42 acres

Item 12. Florence Rd. at Florence Place Ln. ROW

Right-of-way adjacent to all corners of the intersection at 1770, 1800, and 1821. 0.05 acres

Item 13. Florence Rd. ROW at 985, 990, 1925, 1929

On the north side of Florence, from the east drive at 1913 Florence Rd., east approximately 220ft. On the south side of Florence Rd., from the drive at 985 Bask Ln. to the intersection at Florence Rd. and Elkin Ln. 0.24 acres

Item 14. Guardrail at Windy Oaks Dr

Right-of-way along the guardrail at Windy Oaks Drive. 0.03 acres

Item 15. Ravenwood Dr ROW (South)

- ROW along east and west side of Ravenwood Dr. (South Side) adjacent to 2141 and 2148 Ravenwood Dr. \ 0.08 acres
- ROW at 2300 Ravenwood Dr. at the southeast side of the curve from 2251 to 2320 Ravenwood Dr. 0.04 acres

- ROW at the guardrail between 1531 and 2360 Raven Trl., from back of pavement approximately 12ft. for the length of the guardrail. 0.02 acres
- ROW along north and south side of Ravenwood Dr. (North Side) adjacent to 2401, 2391, 2381, and 2380 Ravenwood Dr. through the curve. 0.05 acres

Item 16. Median at 1020 Chisholm Trl

Median located at 1020 Chisholm Trail. 0.01 acres

Package Items

5.1 ROW NORTH SIDE OF FLORENCE RD., EAST OF BETTY LN.

Quantity: 16 UOM: PER MOW Unit Price: Total:

5.2 ROW MOUNT GILEAD ROAD @ ROBIN DRIVE

Quantity: 16 UOM: PER MOW Unit Price: Total:

5.3 ROW EAST SIDE OF TRAIL RIDGE ROAD

Quantity: 16 UOM: PER MOW Unit Price: Total:

5.4 WEST SIDE OF OTTINGER ROAD ROW

Quantity: 16 UOM: PER MOW Unit Price: Total:

5.5 EAST SIDE OF OTTINGER ROAD ROW

Quantity: 16 UOM: PER MOW Unit Price: Total:

5.6 WEST SIDE OF WILLIS LANE ROW

Quantity: 16 UOM: PER MOW Unit Price: Total:

5.7 EAST SIDE OF LAMBERT LANE N ROW

Quantity: 16 UOM: PER MOW Unit Price: Total:

5.8 JOHNSON ROAD EAST ROW

Quantity: 16 UOM: PER MOW Unit Price: Total:

5.9 WEST SIDE OF OTTINGER ROAD ROW (2)

Quantity: 16 UOM: PER MOW Unit Price: Total:

5.10 ROW SOUTH SIDE OF BEAR CREEK PARKWAY

Quantity: 16 UOM: PER MOW Unit Price: Total:

5.11 5967 LAMBERT LN., E ROW

Quantity: 16 UOM: PER MOW Unit Price: Total:

5.12 FLORENCE RD. @ FLORENCE PLACE LN. ROW

Quantity: 16 UOM: PER MOW Unit Price: Total:

5.13 FLORENCE RD. ROW @ 985, 990, 1925, AND 1929

Quantity: 16 UOM: PER MOW Unit Price: Total:

5.14 GUARDRAIL @ WINDY OAKS DR.

Quantity: 16 UOM: PER MOW Unit Price: Total:

5.15 RAVENWOOD DR. ROW (SOUTH)

Quantity: 16 UOM: PER MOW Unit Price: Total:

5.16 MEDIAN @ 1020 CHISHOLM TRAIL

Quantity: 16 UOM: PER MOW Unit Price: Total:

6 Package Header

SPECIAL TERMS AND CONDITIONS

CONTRACT TERMS

The contract period shall begin on the date of award and shall continue for a period of one (1) year. Upon award, the contract shall automatically renew for up to four (4) additional one (1) year periods, at the proposed escalation rates indicated by the Contractor under "Renewal Options." These rates shall not exceed the Consumer Price Index (CPI) for the Dallas-Fort Worth statistical area for the preceding 12-month period. Renewal of the contract shall be at the sole discretion of the City of Keller.

RENEWAL OPTIONS

The City of Keller reserves the right to exercise the option to automatically renew the contract for up to four (4) additional one (1) year periods, provided that such option is stipulated in the Special Terms and Conditions and agreed to by both parties.

The Contractor shall update and submit any required legal documents, as specified in the Special Conditions, no later than thirty (30) calendar days prior to the start of a new contract renewal period. These documents may include, but are not limited to, current Certificates of Insurance and Payment Bonds, and must remain in effect throughout the full duration of the renewal period. Failure to submit these documents in complete form within the specified timeframe may result in the City rescinding its renewal option and initiating a new RFP process.

If the primary Contractor elects not to accept the renewal for any of the four (4) additional one (1) year periods, the City may offer the opportunity to the next lowest responsive proposer for that section, at either the original pricing and discounts or with market-adjusted pricing as justified and proposed by that contractor. If both the primary and next lowest proposer decline the renewal or award, the City of Keller reserves the right to re-propose the affected section or the entire contract.

MID-CONTRACT PRICE ADJUSTMENTS

Proposed prices shall remain firm as out outlined in Section 9, Instructions to Proposer, Prices Held Firm, unless:

A. Measurable and justifiable supply/demand market disruptions impact the availability, pricing, quantity or quality of goods, materials and/or equipment.

B. Measurable and justifiable market disruptions impact the availability, pricing, quantity, or quality of labor.

Total:

Package Attributes

1. Annual Renewal Escalation Maximum Proposal:

INITIAL BELOW

Package Items

6.1 YEAR 2 PERCENTAGE INCREASE

Quantity: 1 UOM: EA Total:

6.2 YEAR 3 PERCENTAGE INCREASE

Quantity: 1 UOM: EA Total:

6.3 YEAR 4 PERCENTAGE INCREASE

Quantity: 1 UOM: EA Total:

6.4 YEAR 5 PERCENTAGE INCREASE

Quantity: 1 UOM: EA Total:

Response Total: \$63,745.92