



**PROPOSAL DOCUMENTS**

**FOR**

**FY2018 LANDSCAPING SERVICES**

**CITY OF LAKEWAY**  
**1102 LOHMANS CROSSING**  
**LAKEWAY, TX 78734**

## **FY2018 LANDSCAPE SERVICES DEFINED TERMS**

**Terms used in this Request for Proposal have meanings indicated below where are applicable to both the singular and plural thereof**

**Addenda** - Additional changes to the Proposal Document: changes to Proposal Documents are not final until/ unless they are addressed in a formal written addenda.

**City** -The City of Lakeway, Texas.

**Contract** - Formal and legally binding agreement entered into between the City and the awarded Proposer.

**Contract Document** - Those documents that comprise a contract, conditions of the contract (general, supplementary, and other conditions), plans and /or drawings, specifications, all Addenda, modifications, and changes thereto, together with any other items stipulated as being specifically included.

**Contractor** - The Proposer to whom the City (on the basis of the City's evaluation as hereinafter provided) makes an award.

**Project** - Provide landscaping services for the City of Lakeway, Texas.

**Proposal Document** - Those documents that comprise the plans, maps, and/ or drawings, specifications, proposer information sheet, attachments, all Addenda, modifications, and changes thereto, together with any other items stipulated as being specifically included.

**Proposer** - Person or entity who will submit Proposal Documents to the City to provide landscaping services.

**Request for Proposal (Proposal)** - Document posted by the City to elicit proposals from potential contractors to provide landscaping services.

**Work** - The furnishing of all of the supervision, labor, material, equipment, services, and incidentals necessary to complete any individual item and the entire Contract and the carrying out of any duties and obligations imposed on Contractor by the Contract.

## REQUEST FOR PROPOSAL

Following is a summary of information for this Project.

The City of Lakeway, Texas, hereafter called the “City,” is requesting sealed written proposals for furnishing all materials, equipment, labor, transportation, fuel, and incidentals, necessary to perform the work required for **FY 2018 Landscaping Services**, to include, in part:

**Comprehensive landscape maintenance services. The quality of the landscape and irrigation should at all times have a neat, clean, healthy, and manicured appearance. Services will be performed fifty two (52) weeks per year. The successful Contractor will be required to provide quality service with minimal service call backs.**

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Sealed proposals will be received at the offices of the City Secretary, City of Lakeway, 1102 Lohmans Crossing, Lakeway, TX 78734 until **2:00 p.m. on Tuesday, March 6, 2018**. Any proposals received after the closing time will not be accepted for consideration and will be returned unopened.

All proposals must be clearly marked on the outside with the following: “**Proposal for FY2018 Landscaping Services.**”

Proposal documents may be obtained free of charge at the City of Lakeway, 1102 Lohmans Crossing, Lakeway, TX 78734, by emailing Jo Ann Touchstone, City Secretary, at [joanntouchstone@lakeway-tx.gov](mailto:joanntouchstone@lakeway-tx.gov); or through the City’s website at <https://www.lakeway-tx.gov/1291/Purchasing>.

Questions regarding the Request for Proposal shall be directed to:

Ruena Victorino  
City of Lakeway  
Department of Finance  
Purchasing Coordinator  
Email: [ruenavictorino@lakeway-tx.gov](mailto:ruenavictorino@lakeway-tx.gov)

Questions regarding this proposal must not be directed to other City of Lakeway council, commission, committee members, nor staff. Clarification requests will not be accepted by telephone. All responses to clarification requests will be provided to all proponents in writing by email and publication on the City’s website. Questions pertaining to this proposal must be received no later than five (5) calendar days prior to the closing date of the proposal.

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**REQUEST FOR PROPOSAL  
LANDSCAPING SERVICES  
CITY OF LAKEWAY**

**PART 1 – SECTION A – GENERAL REQUIREMENTS**

**PART I - SECTION A - GENERAL INFORMATION**

**1.0 Purpose:**

The City of Lakeway is seeking for a qualified Contractor to provide comprehensive landscape maintenance services. Landscapes should be maintained in pristine condition at all times. The quality of the landscape and irrigation shall, at all times, have a neat, clean, healthy, and manicured appearance. Services will be performed fifty two (52) weeks per year. The landscaping services shall following the Frequency Schedule in Appendix C. The successful Contractor will be required to provide quality service with minimal service call backs.

**2.0 No Reimbursement for Cost:**

Respondent acknowledges and accepts that any costs incurred from the respondent's participation in this Request for Proposal (RFP) shall be at the sole risk and responsibility of the proposer.

**3.0 Submission of Proposal:**

- 3.1 To be considered, an ORIGINAL SEALED PROPOSAL PLUS four (4) identical copies of each proposal and an electronic version must be received by Tuesday, March 6, 2018 at 2:00 p.m., at the location describe below:

Jo Ann Touchstone  
City Secretary  
City of Lakeway, City Hall  
1102 Lohmans Crossing  
Lakeway, TX 78734

- 3.2 Complete sets of proposal documents must be used in preparing proposals; the City does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of proposal documents.
- 3.3 Proposals shall be submitted in an opaque, sealed envelope, marked with the Project title, Proposer's name, and address.
- 3.4 Proposals received after the deadline via mail will not be considered and will be returned to the proposer, unopened. Hand delivered qualifications will not be accepted after the deadline in 3.1.

- 3.5 City will not acknowledge or consider proposals that are delivered by telephone, facsimile (fax), or electronic mail (e-mail).

#### **4.0 Pre-proposal Conference:**

- 4.1 An optional pre-proposal conference is scheduled for all prospective Proposers as follows:

DATE: Wednesday, February 21, 2018  
TIME: 10:00 a.m.  
PLACE: City of Lakeway City Hall, 1102 Lohmans Crossing Road

- 4.2 The purpose of the pre-proposal conference is to insure:

4.2.1 Proposers have a clear understanding of the City needs and have an opportunity to identify any problems that might hinder or prevent from obtaining the proper services, at a fair and reasonable price;

4.2.2 The accuracy of specifications, descriptions, solicitation terms and conditions, and documents;

- 4.3 Any changes resulting from the pre-proposal conference that affect specifications or the scope of work, or that may require an extension to the proposal opening date, will be an amendment to the RFP. Such amendment will be emailed directly to all attendees of the pre-proposal conference and made available through the City's website at <https://www.lakeway-tx.gov/1291/Purchasing>.

#### **5.0 Interpretations and Addenda:**

- 5.1 All questions about the meaning or intent of the proposal documents are to be directed to Ruena Victorino, Purchasing Coordinator, Department of Finance. Interpretations or clarifications considered necessary by the Purchasing Coordinator, in response to such questions, will be issued by Addenda, and posted on the City's website.

- 5.2 Questions received less than five (5) calendar days prior from the due date may not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

#### **6.0 Examination of Solicitation Documents:**

It is the responsibility of each Proposer, before submitting a proposal, to:

- 6.1 Study and examine carefully the scope of work, technical specifications, any special provisions, and contract forms before submitting a proposal. It is highly recommended that Proposers walk each site to gain full understanding of the Scope of Work;

- 6.2 The submission of a proposal shall be considered conclusive evidence that the Proposer has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the Contract;
- 6.3 The Proposers are assumed to have made themselves familiar with all federal and state laws and all local laws, ordinances, and regulations which, in any manner, affect those engaged or employed on the work or affect the materials or equipment used in the work or affect the conduct of the work, and the Proposer, if awarded the Contract, shall be obligated to perform the work in conformity with said laws, bylaws, ordinances, and regulations notwithstanding its ignorance thereof. If the Proposer shall discover any provision in the specifications, which is in conflict with any such law, ordinance, or regulation, the Proposer shall report it to the City in writing;
- 6.4 Promptly notify the City of all conflicts, errors, ambiguities, or discrepancies which Proposer has discovered in the solicitation. Consider federal, state, and local laws and regulations that may affect cost, progress, performance, or furnishing of the work.

## **PART I, SECTION B - EVALUATION FACTORS AND AWARD**

**1.0** All properly submitted proposals will be reviewed, evaluated, and ranked by the City.

**2.0** The City will select the most highly qualified proposer(s) of the requested services based on the criteria below and then attempt to negotiate with proposer(s) a contract(s) at a fair and reasonable price. Evaluation factors and associated point values are listed below:

<b>Item</b>	<b>Evaluation Factor</b>	<b>Weighting</b>
1	Amount of proposal	50%
2	Company experience on similar projects	25%
3	Quality of references from past customers	15%
5	Demonstrated safety record	10%
	Total	100%

### **3.0 Award:**

3.1 The contract award, if issued, shall be made to the Contractor whose proposal, in the City's sole discretion, furthers the City's best interests. The contract may be awarded to one provider for all work, or to several providers for separate identifiable parts, based upon the Proposals received. No award shall be made until all necessary investigations have been made to determine the eligibility and responsibility of the Contractor under consideration, and the proposal's validity. The contract award, if issued, shall be made by the City Council.

3.2 After the City's contract award, the City will provide the Contractor with Contract Documents. After proper contract execution, the Applicant shall return all required documents to the City.

### **4.0 Acceptance of Evaluation Methodology:**

By submitting its proposal in response to this solicitation, Proposers accepts the evaluation process and acknowledges and accepts that determination of the "best value" contractor(s) will require subjective judgments by the City.

## **PART I, SECTION C – PROPOSAL FORMAT**

### **1.0 Proposal Format:**

To achieve a uniform review process and to obtain a maximum degree of comparability, the City requires that proposals be submitted with a master (marked “Original”) and additional three (3) proposals (marked “Copy”).

Any Proposer responding to this solicitation shall identify and provide complete background information on the entity itself, as well as on key personnel to be directly involved in this project. All Proposers must meet the following minimum criteria to be considered responsive. Any Proposer not meeting these minimum criteria may be considered non-responsive and their Proposal may be rejected. Documentation must be enclosed that verifies the following statements:

TAB #1

#### **1.1 Transmittal Letter**

- 1.1.1 Legal name of the company as registered with the Secretary State of Texas.
- 1.1.2 Address of the office that will be providing services.
- 1.1.3 Date of the proposal.
- 1.1.4 The name of the contact person who will be responsible for answering contractual questions with respect to the proposal.
- 1.1.5 Type of operation (individual, partnership, corporation, joint venture, etc.).
- 1.1.6 A statement explaining why the Proposer believes itself to be best qualified to do the required work. Include a description of the key differentiators that makes your company and offerings stand out from your competitors.

TAB #2

#### **1.2 Table of Contents**

- 1.2.1 Both physical and electronic versions should include a Table of Contents.
- 1.2.2 Physical form must have tabs dividing the sections.
- 1.2.3 Number all pages of the submittal sequentially using Arabic numerals (1, 2, 3, etc.).

TAB #3

#### **1.3 Firm Overview**

- 1.3.1 Provide an in-depth list of your firm’s capabilities.
- 1.3.2 Describe how your firm differentiates itself from your competitors.
- 1.3.2 Describe any previous work performed for the City of Lakeway.

TAB #4

1.4 Client-Related Questions

- 1.4.1 Do you have any clients that might pose a conflict to managing our account?
- 1.4.2 Please list three (3) clients (as references) you've had long term relationships with, and describe why the relationship has been successful.
- 1.4.3 How do you bill for services? Please provide a detailed, itemized price list for various services, highlighting optional work, products, or services.

TAB #5

1.5 Amount of proposal

Complete the Attached Price Form herein as Part III – Price Form. All fees are all-inclusive of all related cost to provide the required services.

TAB #6

1.6 Company experience on similar projects

- 1.6.1 Provide similar projects your company have been awarded. List the projects in order of priority, with the most relevant project listed first. Provide the project name, telephone number, project description, location and the Owner's name and representative who served as the day-to-day liaison during the project.

TAB #7

1.7 Demonstrated safety record

- 1.7.1 Provide information of how many lost-time accidents have occurred in the past year and how it was addressed to correct future accidents.
- 1.7.2 Provide a short summary of your company's principles of safety management.

## **PART 1, SECTION D – ADDITIONAL INFORMATION**

### **1.0 Type of Contract:**

Any contract resulting from this solicitation will be in the form of the City's Standard Agreement. A sample contract is attached as Appendix A.

### **2.0 Term of Contract:**

The term of the contract will be for twelve months and will be in force upon acceptance by the City Council, with two (2) optional annual renewals.

### **3.0 Non-Funding Clause:**

If, during budget planning and adoption, the City Council fails to provide funding for this Contract for the following fiscal year of the City, the City may terminate this Contract after giving the Contractor thirty (30) calendar days' written notice that this Contract is terminated due to the failure to fund it.

### **4.0 Termination for Convenience:**

City of Lakeway reserves the right to terminate this Contract upon thirty (30) calendar day's written notice for any reason deemed by the Council to serve the public interest, or resulting from any governmental law, ordinance, regulation, or court order. The Contractor may terminate this Contract, upon thirty (30) calendar day's written notice to the City; however, Contractor shall not be entitled to receive any payment beyond the date of termination.

### **5.0 Insurance:**

Contractor shall have Insurance sufficient to cover the needs of Contractor and/or Subcontractor pursuant to applicable generally accepted business standards by an insurance company that is licensed by the State of Texas. The following are policies on insurance:

5.1 Comprehensive General Liability Insurance per occurrence: One million (\$1,000,000.00)

5.2 Automobile Liability Insurance per occurrence: One million (\$1,000,000.00)

5.3 Worker's Compensation per occurrence: One million (\$1,000,000.00)

### **6.0 Sales and Use Taxes:**

The City is exempt from all Texas State Sales and Use Taxes on materials and equipment to be incorporated in the Work. Taxes shall not be included in the Contract Price.

### **7.0 Monitoring:**

The City reserves the right to perform periodic on-site monitoring of Contractor's compliance with the Agreement terms, and of the adequacy and timeliness of Contractor's performance under this Agreement. The City will provide a written report if there are deficiencies in the Contractor's performances under the terms of this Agreement. The report shall include requirements and deadlines for the correction of those deficiencies by



Contractor. Contractor shall take action specified in the monitoring report prior to the deadlines specified.

## **8.0 Indemnity and Hold Harmless:**

8.1 To the fullest extent permitted by applicable law, the Contractor and its agents, partners, employees, and consultants (collectively "Indemnitors") shall and do agree to indemnify, protect, defend with counsel approved by the City, and hold harmless the City and its affiliated enterprises, representatives of the City, and their respective officers, directors, employees and agents (collectively "Indemnitees") from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind, or description (collectively "Liabilities") of any person or entity whomsoever arising out of, caused by, or resulting from the performance of services, or provision of goods, by Contractor pursuant to this contract, or any part thereof, which are caused in whole or in part by any negligent act or omission of the Contractor, anyone directly or indirectly employed by it or anyone for whose acts it may be liable even if it is caused in part by the negligence or omission of any Indemnatee, so long as it is not caused by the sole negligence or willful misconduct of any Indemnatee. In the event more than one of the Indemnitors are connected with an accident or occurrence covered by this indemnification, then each of such Indemnitors shall be jointly and severally responsible to the Indemnitees for indemnification and the ultimate responsibility among such Indemnitors for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any Indemnatee. The provisions of this article shall not be construed to eliminate or reduce any other indemnification or right which the City or any of the Indemnitees has by law.

8.2 Contractor shall protect and indemnify the City from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent, or copyright, arising by or out of any of the services performed or goods provided hereunder or the use by Contractor, or by the City at the direction of Contractor, of any article or material, provided that upon becoming aware of a suit or threat of suit for patent or copyright infringement, the City shall promptly notify Contractor and Contractor shall be given full opportunity to negotiate a settlement. Contractor does not warrant against infringement by reason of the City's design of articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, the City agrees to cooperate reasonably with Contractor and parties shall be entitled, in connection with any such litigation, to be represented by counsel at their own expense.

## **9.0 Tin Required:**

Contractor shall provide the City with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification, that is completed in compliance with the Internal Revenue Code, its rule and regulations, and a statement of entity status in a form satisfactory to the City before any contract funds are payable.

## **10.0 Excusable Failure or Delay:**

Neither the Contractor or City shall be held responsible for the failure or delay in delivery or

acceptance of Products where such failure or delay is attributable to any act of God or of the public enemy, war, compliance with laws, governmental acts or regulations, in any case, not in effect as of the date of this agreement, fire, flood, quarantine, embargo, epidemic, unusually severe weather or other causes similar to the foregoing beyond the reasonable control of the party so affected. The party seeking to avail itself of any of the foregoing excuses must promptly notify the other party of the reasons for the failure or delay or acceptance and shall exert its best efforts to avoid further delay.

#### **11.0 Bribery Clause:**

Applicant certifies that no employees of theirs, of any affiliate, or of any Subcontractor has bribed or attempted to bribe an officer or employee of the City.

#### **12.0 Financial Qualifications of Contractor:**

If requested by the City, Contractor shall be prepared to submit, within five (5) calendar days of the request, a notarized financial statement, financial data or other information and references sufficiently comprehensive to permit an appraisal of their current financial condition.

#### **13.0 Examination of Specifications:**

The Proposer is expected to examine carefully the scope of work, technical specifications, any special provisions, and contract forms before submitting a Proposal. The submission of a proposal shall be considered conclusive evidence that the Proposer has made such examination and is satisfied as to the conditions to be encountered in performing the Work and as to the requirements of the Contract.

#### **14.0 Public Information:**

All information, documentation, and other materials submitted in response to this solicitation are considered non-confidential and/or non-proprietary and are subject to public disclosure under the Texas Public Information Act (*Texas Government Code*, Chapter 552.001, *et seq.*) after award. The City will use all reasonable efforts to protect any proprietary and confidential information contained in your proposal. Under no circumstance will the City or its members be liable for any damages resulting from any disclosure.

#### **15.0 Familiarity with Laws:**

The Proposers are assumed to have made themselves familiar with all federal and state laws and all local by-laws, ordinances and regulations which, in any manner, affect those engaged or employed on the work or affect the materials or equipment used in the Work or affect the conduct of the Work, and the Proposer, if awarded the Contract, shall be obligated to perform the Work in conformity with said laws, bylaws, ordinances and regulations notwithstanding its ignorance thereof. If the Proposer shall discover any provision in the specifications, which is in conflict with any such law, by-law, ordinance, or regulation, the vendor shall forthwith report it to the City in writing.

#### **16. Modification and Withdrawal of Proposals:**

Proposals may be modified or withdrawn by an appropriate document, duly executed (in the manner that a proposal must be executed), and delivered to the place where proposals are to be submitted at any time prior to the opening of proposals.

**17. Confidentiality:**

The City will use all reasonable efforts to protect any proprietary and confidential information contained in your proposal. Under no circumstance will the City or its members be liable for any damages resulting from any disclosure.

**18. Reservation of Rights:**

- 18.1 The City reserves the right, without qualification and at its sole discretion, to accept or reject any or all proposals or to make the award to that respondent, who, in the opinion of the City, will provide the most value to the City. The City reserves the right to reject any proposals, either in entirety or any portion thereof, for failure to meet any criteria set forth in this solicitation.
- 18.2 The City will consider both price and non-price attributes in the evaluation of proposals. The City reserves the right to make an award to other than the lowest price offered or to the offer representing the best combination of price and non-price attributes, in the City's sole judgment, if the City determines that such an award results in the greatest value to the City and its members.
- 18.3 The City makes no guarantee that a contract award will result from this solicitation. The City reserves the right to revise or terminate this solicitation process at any time. The City may decline to enter into an arrangement with any or all Proposers.
- 18.4 The City reserves the right to revise the solicitation requirements. The City reserves the right to revise the requirements during the solicitation process and any such change may reduce or eliminate the scope of this solicitation.
- 18.5 During all stages of this solicitation process, the City reserves the right to request additional information from individual Proposers or to request all Proposers to submit supplemental materials in the fulfillment of the content requirements of this solicitation or to meet additional information needs. The City will review and may utilize any or all information submitted by a Proposer even if the submitted information has not been specifically requested as part of this solicitation.
- 18.6 Those who submit a proposal do so without recourse against the City or its members for either rejection of their proposal or for failure to execute an agreement for any reason. All offers shall be valid and binding upon the Proposer through contract negotiations and contract execution.

**19.0 Signing of Agreement:**

When the City gives a notice of award to the successful Proposer, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within ten (10) calendar days thereafter, Contractor shall sign and deliver the required number of copies of the agreement and attached documents to the City with the required certificate of insurance. Within ten (10) calendar days thereafter, the City shall deliver one (1) fully signed copy to Contractor.

## PART II – PRICE FORM

### CITY OF LAKEWAY LANDSCAPING AND IRRIGATION

ITEM NO.	LOCATION	QTY. SF. FT	DESCRIPTION	TOTAL
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#### TURF AREAS

1.	Lakeway City Hall, City Hall Park, Rock Retaining Wall, & Annex (Appendix E)	144,679	Weed and trim grass; maintain beds; apply fertilizers, herbicides and pesticides; prune plants bushes, hedges, and trees; add topsoil and mulch; protect plants from degradation; treat for ants; remove leaves and debris, and blow off paved areas; maintain irrigation;	\$ _____
2.	Lakeway Justice Center (Appendix F)	64,987	Weed and trim grass; maintain beds; apply fertilizers herbicides and pesticides; prune plants, bushes, hedges and trees; add topsoil and mulch; protect plants from degradation; treat for ants; remove leaves and debris, and blow off paved areas; maintain irrigation;	\$ _____
3.	Lakeway Swim Center Park (Appendix G)	186,137	Weed and trim grass; maintain beds and pots; apply fertilizers, herbicides and pesticides; prune plants, bushes, hedges, and trees; top soil and mulch; protect plants from degradation; treat for ants; remove leaves and debris, blow off paved areas; maintain irrigation;	\$ _____
4.	Lakeway Park No. 1 (Appendix H)	16,854	Weed and trim grass; maintain beds; apply fertilizers, herbicides and pesticides; prune plants, bushes, hedges and trees; add topsoil and mulch; protect plants from degradation; treat for ants; remove leaves and debris, and blow off paved areas; maintain irrigation;	\$ _____
5.	Porpoise Park (Appendix I)	77,180	Weed and trim grass; maintain beds; apply fertilizers, herbicides and pesticides; prune plants, bushes, hedges and trees; add topsoil and mulch; protect plants from degradation; treat for ants; remove leaves and debris, and blow off paved areas; maintain irrigation;	\$ _____

**TOTAL PRICE BID FOR TURF AREAS, ITEM NOS. 1 – 5: \$ \_\_\_\_\_**

ITEM NO.	LOCATION	QTY. SF. FT	DESCRIPTION	TOTAL
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### **MEDIANS & R.O.W'S**

6.	Lakeway Blvd. @ RR 620 S (Median & Monument) (Appendix J)	14,238	Weed and maintain beds; apply fertilizers, herbicides and pesticides; prune plants, bushes, hedges and trees; add topsoil, decomposed granite, blue river rock, and mulch as needed; protect plants from degradation; treat for ants;	\$ _____
7.	Lohmans Crossing Rd @ RR 620 (Median & Monument) (Appendix K)	2,166	Weed and maintain beds; apply fertilizers, herbicides and pesticides; prune plants, bushes, hedges and trees; add topsoil, decomposed granite, blue river rock, and mulch as needed; protect plants from degradation; treat for ants;	\$ _____
8.	Lohmans Crossing Median (Appendix L)	22,057	Mow and trim grass; weed and maintain beds; apply fertilizers, herbicides and pesticides; prune plants, bushes, hedges and trees; add top soil and mulch; protect plants from degradation; treat for ants;	\$ _____
9.	Lakeway Blvd. @ Lohmans Crossing Rd. (East & West End Caps) (Appendix M)	340	Weed and maintain beds; apply fertilizers, herbicides and pesticides; prune plants, bushes, hedges and trees; add topsoil, decomposed granite, blue river rock, and mulch as needed; protect plants from degradation; treat for ants;	\$ _____
10.	Lakeway Blvd. @ Lakeway Drive (Entire Median and Tiered Beds) (Appendix N)	6,967	Weed and maintain beds; apply fertilizers, herbicides and pesticides; prune plants, bushes, hedges and trees; add topsoil, decomposed granite, blue river rock, and mulch as needed; protect plants from degradation; treat for ants; maintain irrigation;	\$ _____
11.	East & West Sailmaster Medians @ Lohmans Crossing (Appendix O)	7,262	Weed and maintain beds; apply fertilizers, herbicides and pesticides; prune plants, bushes, hedges and trees; add topsoil, decomposed granite, blue river rock, and mulch as needed; protect plants from degradation; treat for ants;	\$ _____

ITEM NO.	LOCATION	QTY. SF. FT	DESCRIPTION	TOTAL
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### **MEDIANS & R.O. W'S CONT'D**

12.	Highlands Boulevard (Lakeway Blvd. to Bee Creek Rd. - Sidewalk to Sidewalk. Includes median, but <b>NOT</b> flower beds) (Appendix P)	347,002	Mow and trim grass; weed; apply fertilizers; herbicides and pesticides; prune plants, bushes, hedges, and trees; add granite as needed, protect plants top soil and mulch from degradation; treat for ants;	\$ _____
13.	Bee Creek Road Medians Bee Creek Rd. to Hwy 71 - Includes median, but <b>NOT</b> flower beds) (Appendix Q)	70,995	Mow and trim grass; weed; apply fertilizers, herbicides and pesticides; add decomposed granite & landscape rock, as needed; protect plants from degradation; treat for ants;	\$ _____
14.	Clara Van Medians @ 620 (Appendix R)	14,420	Mow and trim grass; weed and maintain beds; apply fertilizers, herbicides and pesticides; prune plants, bushes, hedges, and trees; add top soil and mulch; protect plants from degradation; treat for ants; maintain irrigation;	\$ _____

**TOTAL PRICE BID FOR MEDIANS & R.O.W'S , ITEM NOS. 6 – 14:   \$ \_\_\_\_\_**

ITEM NO.	LOCATION	QTY. SF. FT	DESCRIPTION	TOTAL
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### **GARDENS**

15.	Heritage Center Park & Spirit of Freedom Monument; adjacent parking areas (Appendix S)	83,833	Mow and trim grass; weed and maintain beds; apply fertilizers, herbicides and pesticides; prune plants, bushes, hedges, and trees; add top soil and mulch, decomposed granite; protect plants from degradation; treat for ants; maintain irrigation;	\$ _____
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ITEM NO.	LOCATION	QTY. SF. FT	DESCRIPTION	TOTAL
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**GARDENS CONT'D**

16.	Lakeway Activity Center (Appendix T)	122,583	Weed and maintain beds; apply fertilizers, herbicides and pesticides; prune plants, bushes, hedges and trees; add topsoil, decomposed granite, blue river rock, and mulch as needed; protect plants from degradation; treat for ants;	\$ _____
17.	City Park – Barnes Memorial, Butterfly Garden, & Smith Memorial Park Gardens (Appendix U)	3,468	Weed and maintain beds; apply fertilizers, herbicides and pesticides; prune plants, bushes, hedges and trees; add topsoil, decomposed granite, blue river rock, and mulch as needed; protect plants from degradation; treat for ants; maintain irrigation;	\$ _____
18.	Hurst Creek Rd; City Park Entrance; Pavilion & restroom areas (Appendix V)	13,972	Weed and maintain beds; apply fertilizers, herbicides and pesticides; prune plants, bushes, hedges and trees; add topsoil, decomposed granite, blue river rock, and mulch as needed; protect plants from degradation; treat for ants; maintain irrigation;	\$ _____
19.	City Park - Katherine & Kevin's Corner (Both sides of road) @ City Park (Appendix W)	1,112	Weed and maintain beds; prune all plants, bushes and trees; apply herbicides and pesticides;	\$ _____
20.	Hamilton Greenbelt Parking Lot & Entry gardens (Appendix X)	30,350	Weed and maintain beds; apply fertilizers, herbicides and pesticides; prune plants, bushes, hedges and trees; add topsoil, decomposed granite, blue river rock, and mulch as needed; protect plants from degradation; treat for ants; maintain irrigation;	\$ _____

**TOTAL PRICE BID FOR GARDENS, ITEM NOS. 15 – 20: \$ \_\_\_\_\_**

ITEM NO.	LOCATION	QTY. SF. FT	DESCRIPTION	TOTAL
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**Roadway Gardens**

21.	City Gateway Identification Sculptures (North) (Appendix Y)	460	Weed and maintain beds; apply fertilizers, herbicides and pesticides; prune plants, bushes, hedges and trees; add topsoil, decomposed granite, blue river rock and mulch as needed; protect plants from degradation; treat for ants; maintain irrigation;	\$ _____
22	City Gateway Identification Sculptures (South) (Appendix Z)	14,475	Weed and maintain beds; apply fertilizers, herbicides and pesticides; prune plants, bushes, hedges and trees; add topsoil, decomposed granite, blue river rock and mulch as needed; protect plants from degradation; treat for ants; maintain irrigation;	\$ _____

**TOTAL PRICE BID FOR ROADWAY GARDENS, ITEM NO. 21 & 22: \$ \_\_\_\_\_**

**TOTAL SUM, BID FOR TURF AREAS, MEDIANS & R.O.WS,  
GARDENS, & ROADWAY GARDENS, ITEM NOS. 1 – 22: \$ \_\_\_\_\_**



## **APPENDIX A – SAMPLE AGREEMENT**

### **FY2018 Landscape Services Agreement**

This agreement, made and signed this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the **City of Lakeway, Texas** (“City”) and \_\_\_\_\_ (“Contractor”). The City and the Contractor for the consideration stated herein agree as follows:

#### **Section 1. Scope of Work:**

- 1.1 The City of Lakeway is seeking a qualified Contractor to provide landscape services. Landscape should be maintained in pristine condition at all times. The quality of the landscape and irrigation should at all times have a neat, clean, healthy, and manicured appearance. Services will be performed for a total of fifty-two (52) weeks per year. The landscaping services shall follow the Frequency Schedule in Appendix C. The successful Contractor will be required to provide quality service with minimal service call backs.
- 1.2 The City will receive the following: Refer to Appendix B - C.

#### **Section 2. Quality of Work:**

- 2.1 Contractor shall guarantee that workmanship performed under this Contract meets or exceeds established industry standards relating to quality, neatness, precision, completeness and attention to detail. The Contractor’s performance will be monitored closely and discrepancies will be relayed verbally and/or in writing by City staff. Failure to correct the discrepancies in a timely manner will result in a formal letter outlining the discrepancies and setting a 48 hour deadline for their correction to the City’s satisfaction. If the discrepancies are not corrected by the written 48 hour deadline, the City may terminate this Contract. The City will not be responsible for payment of any invoice for unsatisfactory Work performed under this Contract for which written notice has been provided. When the Contractor has resolved all written discrepancies, any pending invoices will be paid.

#### **Section 3. General:**

- 3.1 The Contractor agrees to employ only orderly and competent workers, skillful in performance of the type of work required under this Contract. Contractor and their employees may not use or possess any firearms, alcoholic or other intoxicating beverages, illegal drugs or controlled substances while on the job or on City property, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job. If the City notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from performing Work under this Contract, and may not employ such worker again, under this Contract, without the City’s prior written consent.

- 3.2 The Contractor shall provide and pay for all materials, equipment, labor, transportation, fuel, and incidentals necessary for the furnishing, performance, and completion of the Contract.
- 3.3 The Contractor shall provide supervision to assure that all Work will be done in accordance with this agreement. The Contractor will designate personnel to communicate with City staff regarding the performance of services as set forth in this agreement.
- 3.4 The Contractor shall, at all times, be vigilant against damage to existing equipment and facilities. The Contractor shall notify the City of such damage.
- 3.5 Contractor shall be responsible for loss or damage to property or bodily injury resulting from negligent acts of the Contractor or their work force.
- 3.6 Contractor shall be responsible for all required payroll taxes and related costs including, but not limited to, overtime, Social Security, employment insurance, and Worker's Compensation insurance.
- 3.7 All Work shall be done by Contractor's employees who are covered by all applicable insurance coverage. No Work shall be done, pursuant to this agreement, by subcontractors without the written consent of the City.
- 3.8 Contractor shall possess all licenses and permits required to perform the Work. All Work is to be done in accordance with any applicable codes, ordinances and regulations.
- 3.9 All Work shall be scheduled and completed in a manner that will ensure minimum disturbance to City staff at each Work site.
- 3.10 The Contractor's employees will observe all OSHA regulations, including the use of personal protective equipment. All equipment will be properly maintained and kept in a safe operating condition.
- 3.11 Contractor will provide a two (2) hour emergency telephone response and next business day emergency field repairs to each site. Contractor will be responsible for maintaining a mobile number when not in the office.

#### **Section 4. Authority of Parks and Recreation Director:**

- 4.1 All Work shall be done under the supervision of the Parks and Recreation Director and/or the City's authorized designee and to his/her satisfaction. The Parks and Recreation Director and/or authorized designee will decide all questions that may arise as to the quality and acceptability of materials furnished and Work performed and as to the rate of progress of the Work; all questions that may arise as to the interpretation of the specifications; and all questions as to the acceptable fulfillment of the Contract by the Contractor.

- 4.2 The Parks and Recreation Director and/or authorized designee will have the authority to suspend the Work wholly or in part for such periods as he may deem necessary due to the failure of the Contractor to correct conditions unsafe for workers or the general public; for failure to carry out provisions of the Contract; for failure to carry out orders; for conditions considered unsuitable for the prosecution of the Work, including unfit weather; or for any other condition or reason deemed to be in the public interest. The Contractor shall not be entitled to any additional payments arising out of any such suspensions.

## **Section 5. Terms:**

- 5.1 This Contract shall be in force upon acceptance by the City Council and a start date of \_\_\_\_\_ with two (2) optional annual renewals. Annual renewals are predicated on sufficient budgetary allocation by the City Council for the renewal of the awarded Contract. City Council shall be under no obligation to make such budgetary allocation.
- 5.2 This agreement may be terminated at any time by the City or the Contractor upon receipt of thirty (30) days' prior written notice.
- 5.3 Any Work outside the scope of this Contract must be in writing and authorized, in advance, by the City.
- 5.4 Any variations from this Contract must be in writing and agreed upon by both the City and the Contractor.
- 5.5 In the event that a service is added/removed from a particular group, Contractor may give the City a revised price and the additional/remaining portfolio in writing. The City shall have thirty (30) days to accept/reject the price revision.

## **Section 6. Insurance and Bonds:**

- 6.1 Insurance required by the Contract shall be obtained from an insurance company that is licensed by the State of Texas and authorized to issue insurance policies for the limits and coverages required by the Agreement.
- 6.2 Contractor must provide a certificate of insurance to the City prior to being awarded the Contract.
- 6.3 Contractor shall provide a certificate of insurance evidencing coverage of \$1,000,000 aggregate and \$1,000,000 each occurrence for:
- a. Comprehensive General Liability
  - b. Automobile Liability
  - c. Worker's Compensation
- 6.4 If the coverage period shown on the Contractor's current certificate of insurance ends

during the duration of the Contract, the Contractor must, prior to the end of the coverage period, file a new certificate of Insurance with the City showing that coverage has been extended. Contractor shall retain all required certificates of insurance for the duration of the Contract.

- 6.5 By signing this Contract or providing or causing to be provided a certificate of insurance, Contractor is representing to the City that all employees of the Contractor, who will provide services on the Contract, will be covered by worker's compensation coverage for the duration of the Contract, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier. Providing false or misleading information may subject the Contractor to penalties.
- 6.6 Contractor must maintain any other employer insurance required to be in compliance with statutory requirements. Contractor will furnish to the City a certificate of insurance for the above and the insurance company will show that it agrees to give the City ten (10) days' notice on any cancellation or material changes in the policies.
- 6.7 Contractor's failure to comply with any of these provisions is a breach of the Contract by the Contractor which entitles the City to declare the Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the City.
- 6.8 Bonds, when required, shall be executed on forms furnished by or acceptable to the City. All bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act. The surety company and the agency or agent issuing the Payment Bonds must be authorized to issue Payment Bonds in Texas in an amount equal to or greater than the Contract price. These bonds shall remain in effect at least until one year after the date when final payment becomes due.
- 6.9 If the surety company does not have such a rating due to the length of time it has existed, the surety company must be eligible to participate in the surety bond guarantee program of the Small Business Administration and must be an approved surety listed in the current U.S. Department of Treasury Circular 570, and must meet all of the related rules and regulations of the Treasury Department. The person executing the payment and performance bonds must be a licensed Texas local recording agent and such licensing must be recorded in the files of the State Board of Insurance. The person executing the payment and performance bonds must be authorized by the surety company to execute performance and payment bonds on behalf of the company in the amount required for the

Contract and such authorization must be recorded in the files of the State Board of Insurance. The Contract shall not be in effect until such bonds have been provided by the Contractor and accepted by the City.

- 6.10 If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Texas or it ceases to meet the requirements of the preceding paragraph, Contractor shall within ten (10) days thereafter substitute another bond and surety, both of which must be acceptable to the City.

#### **Section 7. Safety:**

- 7.1 The Contractor shall take all necessary precautions for the safety of and shall provide necessary protection to prevent damage, injury, or loss to all persons on the work site who may be affected by the Work.

#### **Section 8. The City's Responsibilities:**

- 8.1 Aside from the City Manager, the City shall issue all communications to the Contractor through the Parks and Recreation Director.
- 8.2 The City is not responsible for any failure of the Contractor to comply with laws and regulations applicable to furnishing or performing the Contract. The City is not responsible for the Contractor's failure to perform or furnish the Work in accordance with the Contract documents. Failure or omission of the City to discover, or object to or condemn any defective Work or material shall not release the Contractor from the obligation to properly and fully perform the Contract.
- 8.3 Information or services under the City's control shall be furnished by the City with reasonable promptness to avoid delay in orderly progress of Work.
- 8.4 Should the City suffer injury or damage to person or property because of any error, omission or act of the Contractor or of any of the Contractor's employees or agents or others for whose acts the Contractor is liable, a claim will be made to the other party within thirty (30) days of receiving notice of the event giving rise to such injury or damage. The provisions of this paragraph shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or statute of repose.

#### **Section 9. Payment Terms:**

- 9.1 City agrees to pay Contractor for the Work performed under this Contract, and Contractor agrees to accept, as his full and only compensation thereof, a sum of \_\_\_\_\_ to be paid on the following terms: Each payment will be based on the receipt of a monthly invoice from the Contractor which details the exact location, date, and type of services rendered during the previous month.

- 9.2 If the Contractor fails to perform any of its obligations under this Contract or any other agreement between the City and the Contractor, including its obligation to the City to pay any subcontractor or workmen or other person which arises out of or in connection with the performance of this Contract or any other agreement with the City, then the City shall have the right, in its discretion, to withhold out of any payment (final or otherwise) such sums as the City Manager of the City may deem ample to protect the City against delay or loss or to assure the payment of just claims of third persons, and to apply such sums in such manner as the City Manager may deem proper to secure such protection or satisfy such claims.

#### **Section 10. Miscellaneous:**

- 10.1 In the event of any suit at law or inequity involving the Contract, venue shall be in Travis County, Texas and the laws of the state of Texas shall apply to the interpretation and enforcement of the Contract.
- 10.2 This Contract represents the entire and integrated agreement between the City and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.
- 10.3 Except as otherwise provided herein, the rights and remedies available to the parties are not to be construed in any way as a limitation of any rights and remedies available to any or all of them which are otherwise imposed or available by laws or regulations, by special warranty or guarantees or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each duty, obligation, right and remedy to which they apply.
- 10.4 If any word, phrase, clause, sentence or provision of the Contract, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, invalid or unenforceable, that finding shall only affect such word, phrase, clause, sentence or provision, and such finding shall not affect the remaining portions of this Contract; this being the intent of the parties in entering into the Contract; and all provisions of the Contract are declared to be severable for this purpose.
- 10.5 The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent Contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.

This agreement, together with the documents and exhibits above-mentioned, and all documents are fully a part of this Contract as if attached to it or herein repeated.

THE CITY OF LAKEWAY:

\_\_\_\_\_  
Steve Jones, City Manager

ATTEST:

\_\_\_\_\_  
Jo Ann Touchstone, City Secretary

CONTRACTOR:

Signature: \_\_\_\_\_

Printed name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone Numbers:

Office: \_\_\_\_\_

Cell: \_\_\_\_\_

Fax: \_\_\_\_\_

Federal Taxpayer Identification Number: \_\_\_\_\_

*Contractor will be required to complete a W-9 and provide a Certificate of Insurance to the City of Lakeway in accordance with this Contract prior to starting work.*

## **APPENDIX B - SPECIFICATIONS**

### **1.0 General**

It is the intent of this landscape services specification that the Project's landscaping and irrigation be maintained in pristine condition at all times. The quality of the landscape and irrigation maintenance should at all times have a neat, clean, healthy, manicured appearance. Services will be performed fifty two (52) weeks per year. **The landscaping services shall following the Frequency Schedule in Appendix C**

### **2.0 Turf Areas**

- 2.1 Mow and edge all turf areas once per week March 15 through November 15, and every other week from November 16 through March 14. This contract requires a minimum of forty-four (44) cuts per year. No more than one-third of the existing growth will be removed at each mow. All mowing should be performed with rotary type mowers with the guards in the downward position. Line trimmers shall be used for edging purposes only and shall not be used to cut the grass horizontally except in areas that mowers cannot reach.
- 2.2 Catch clippings or blow turf areas, then rake and bag to maintain appearance and avoid thatch build-up.
- 2.3 All turf areas must be fertilized three (3) times per year. Nitrogen shall be a least 1 pound per 1000 sq.ft. per application. The three (3) applications shall have a slow release or "organic" form of nitrogen. More than 70% of the total nitrogen content shall be derived from either S.C.U., I.B.D.U. or an approved substitute.
- 2.4 Turf areas must be treated with appropriate fungicides as needed to maintain appearance.
- 2.5 Turf is to be treated as necessary with appropriate insecticide to control normal soil pests. A fire ant treatment program should consist of both contact insecticides (e.g. Dursban) and sterilizers (e.g. Logic) to be applied throughout the year. There should be a minimum of one (1) broadcast treatment of a contact insecticide applied at labeled rates. Spot treat all mounds in turf and landscaped areas minimum of (2) times per month. Unless instructed otherwise, alternate between Dursban, Diazinon, and Orthene at least every two (2) months. Logic shall be broadcast on the entire area at the labeled rate at least twice per year.
- 2.6 A minimum of two pre-emergent and two (2) post-emergent applications per year are required. Additional applications may be necessary to maintain a weed-free-turf.
- 2.7 During winter visits of "off" weeks – those weeks when a full mowing is not done (see schedule, 42 crew visits are required) – rake and mow those areas which have significant leaves or which have experienced 1/2" or more of growth. Also, remove landscape debris from all parking lots and sidewalks.



### 3.0 Shrubs and Ground Cover Areas

- 3.1 All areas should weed-free by manual weeding and use of appropriate herbicides. Pre-emergent herbicides should be applied at least two (2) times per year.
- 3.2 All areas should be fertilized at least three (3) times per year with a balanced slow release fertilizer that is appropriate to the plant and soil conditions.
- 3.3 Hedge shrubs and ground cover edges should be trimmed as necessary to maintain a manicured appearance consistent with the good health and growth of the plants. All hedges should be pruned using hand pruners, all shearing shall be done with blade type clippers. Line trimmers should not be used to trim hedges.
- 3.4 All other shrubs should be trimmed no less than three (3) times per year or as necessary to maintain a healthy and manicured appearance.
- 3.5 Appropriate insecticides and fungicides should be used as required to maintain the health and appearance of all plants.
- 3.6 Photinia should not be trimmed until new foliage begins to turn green. The exception to this standard is on those hedges that exhibit uneven rates of growth. Faster growing areas of these hedges should be lightly trimmed back to maintain a reasonable uniformity.
- 3.7 Flowering shrubs should be trimmed after the blooming cycle.
- 3.8 Shrubs with canes should have the oldest one-third (1/3) of the canes pruned each spring.
- 3.9 Mulching is to be done with fine Black Texas Native Hardwood Mulch. Pine bark mulch or ANY OTHER TYPE OF MULCH WILL NOT BE ACCEPTED.

### 4.0 Landscape Trees (10" caliper and under)

- 4.1 All trees should be lightly pruned as needed during the growth season to maintain safety, access, appearance, and health. All suckers will be removed at least once monthly and immediately sealed with pruning seal.

**DO NOT** prune any oak trees during the months of February through July.

**DO NOT** top cut any trees.

- 4.2 All trees should be well-pruned and shaped once during the winter season. Do not prune when trees are setting buds. Prune annually 10" caliper and smaller trees during dormant period to remove dead and broken limbs, enhance tenant visibility of signage and storefront, reduce traffic hazards, and maintain pedestrian safety.
- 4.3 Maintain a 48" perfect circle basin around trees at high visibility areas, sufficient to eliminate mechanical injury and ensure proper aeration and water. All other basins are to be maintained at a consistent size. Maintain a minimum of two inches of

mulch in tree wells year-round. All trees wells shall be completely mulched a minimum of two times per year. Mulch should be Black Texas Native Hardwood Mulch. Immediately remove grass clippings, leaves, or weeds from tree basins.

- 4.4 Existing trees should be free of vines, weeds, and parasitic plant material at all times.
- 4.5 Crape myrtles should be continually trimmed during the blooming season to promote maximum color. During the dormant season, all stems smaller than a pencil shall be pruned. Contractor will treat for aphids and powdery mildew as needed.
- 4.6 Stakes and guys shall be adjusted monthly to avoid damage to plants. Stakes and guys should be repaired as needed and removed when no longer needed after notifying the City.
- 4.7 All trees should be appropriately fertilized at least once a year using Polyon (resin coated) 42-4-8 plus micro nutrients.

## **5.0 Large/Native Trees**

- 5.1 Keep trees free of vines at all times unless otherwise noted.
- 5.2 Notify the City immediately of any damage, disease, or insect infestation so that the City can take corrective action.

## **6.0 Beds and Medians**

- 6.1 Replace dead plant material as needed. Beds shall be thoroughly tilled 6" prior to planting. Appropriate amounts of fungicides and insecticides should be incorporated into the soil before planting. Plant materials should be recommended to the City prior to installation.
- 6.2 Fertilize once prior to planting and between each new planting with appropriate fertilizers as required to maintain plant health and appearance.
- 6.3 Hand pull weeds as required to maintain a manicured appearance. Use proper post-emergent and pre-emergent herbicides to maintain weed-free beds.
- 6.4 Use appropriate insecticides and fungicides as needed to control pests and to maintain disease control.
- 6.5 Deadhead and prune flowers as needed to ensure blooming.
- 6.6 Beds and medians should not remain barren between plantings for more than two (2) days and plants should not be removed before a holiday weekend.

## **7.0 Paved Areas**

- 7.1 All drives and parking lots should be kept free of weeds and grasses with manual weeding and/or contact herbicides.

- 7.2     Parking lot gutters and curbs should be swept or blown weekly to remove clippings and other debris.
- 7.3     Control weeds at parking lot perimeter, sidewalks, columns, and paving joints with manual weeding as required to maintain such areas weed-free. Selectively use post-emergent herbicides as needed to eliminate weeds.

## **8.0     Debris, Trash, and Litter**

- 8.1     Normal trash and litter should be removed from all lawn and landscape areas per service. Litter should include, but is not limited to, items such as leaves, paper products, clippings, cigarette butts and any other debris.
- 8.2     Immediately clean all debris that resulted from any and all landscape work and remove from site. Use of onsite dumpsters is prohibited.
- 8.3     Sidewalk debris should be blown away from all buildings and pools. Extreme care should be used when blowers are used around parked cars.

## **9.0     Site Drainage**

- 9.1     Maintain all existing curb openings to allow free drainage of water from parking areas. Clean or maintain grates as necessary to prevent ponding.
- 9.2     Prevent clogging of drain openings in and around landscape beds and pools.
- 9.3     Prevent clogging of drain openings along the area in front of Lohman's Wall Garden and water retention wall area.

## **10.0    Site Inspection**

- 10.1    A Contactor weekly site inspection will be performed by qualified personnel separate from crew visit. Adequate time should be allowed to thoroughly inspect the site for completeness of crew work as well as to diagnose and head off problems. In addition, the City shall be provided a written report indicating what work items were performed, along with recommendations and price quotes for any additional work Contractor thinks is necessary.

## **11.0    Irrigation**

- 11.1    The Contractor is responsible for repair and maintenance of all irrigation related to City owned properties, as stated in the Contract.

## APPENDIX C

### LEVELS OF SERVICE GUIDE

Levels	Required Service
<b>A</b> <b>Turf Areas</b> <b>Medians</b> <b>R.O.Ws</b>	Mow and trim grass within the area indicated; weed and maintain all established beds in accordance with accepted landscape standards and practices; blow and remove clippings. Apply at the correct seasonal times, fertilizers, herbicides and pesticides as needed. Prune all landscape plants, bushes, hedges and trees as needed according to established landscaping standards and practices. Add topsoil, mulch, decomposed granite, and blue river rock as necessary. Protect plants from degradation.
<b>B</b> <b>Gardens</b>	Weed and maintain all established beds in accordance with accepted landscape standards and practices; blow and remove clippings. Apply at the correct seasonal times, fertilizers, herbicides and pesticides as needed. Prune all landscape plants, bushes, hedges and trees as needed according to established landscaping standards and practices. Add topsoil, mulch, decomposed granite, and blue river rock as necessary. Protect plants from degradation. Beds and tree rings are required to be mulched two (2) times per year (May & November).
<b>C</b> <b>Park</b> <b>Gardens</b>	Weed and maintain all established beds in accordance with accepted landscape standards and practices; blow and remove clippings. Apply at the correct seasonal times, fertilizers, herbicides and pesticides as needed. Prune all landscape plants, as needed according to established landscaping standards and practices. Protect plants from degradation. Beds and tree rings are required to be mulched two (2) times per year (May & November).
<b>D</b> <b>Roadway</b> <b>Gardens</b>	Weed and maintain all established beds in accordance with accepted landscape standards and practices; blow and remove clippings; prune all landscape plants, bushes and trees as needed according to established landscape standards and practices. Add topsoil, mulch and decomposed granite, as necessary. Apply herbicide and pesticides as needed.

Schedule	Frequency
<b>I</b>	Weekly: March 15 to November 15, transitioning to bi-weekly November 16 to March 14. Return to weekly schedule March 15 to November 15.
<b>II</b>	Bi-weekly: March 15 to November 15. Monthly: November 16 to March 14.
<b>III</b>	Monthly
<b>IV</b>	Semi-annually: March & November only.

**PLEASE NOTE:** The Contractor must initiate action by contacting the City immediately of irrigation malfunction, when plants die or become diseased and do not respond to appropriate remedies. The Contractor will be responsible for replacement of landscape plant materials that die while under the Contractor's care. The City will pay Contractor for any replacement of landscape plantings which are damaged by factors outside the control of the Contractor. The City and the Contractor shall agree on replacement pricing before restoration work begins. The Contractor shall, at the City's request, be afforded the opportunity to provide pricing on additional landscape work in the areas listed in the bid form or in additional areas not listed on the bid form. If pricing is acceptable to the City, the new landscaping will become a part of the current Landscape Maintenance Agreement with respect to maintenance requirements and schedules.

## **LEVEL “A” REQUIRED SERVICE – GRASS CARE**

### **Frequency**

- **High Maintenance Area** – Weekly: March 15 – November 15.  
Bi-weekly: November 16 – March 14.
- **Low Maintenance Area** – Bi-weekly: March 15 – November 15.  
Monthly: November 16 – March 14.

### **Grass Care**

- **Mow** - St. Augustine grass, 2 ½” – 3” height; Bermuda grass, 1 ½” – 2” height. Mowing heights should be adjusted to keep grass out of stress.
- **Edge** - Around all boundaries and obstacles. Avoid damaging trees with trimmer line.
- **Fertilize** - To maintain green, healthy grass. Frequency – 3 times per year, slow release 2-3 lb. N/1000 sq. ft. Reduced for trees, shrubs and shaded areas. Iron, micro-meteorites and 25-50% sulfur as needed for high alkalinity.
- **Weed Control** - Pre-emergent weed-killer two (2) times per year. Post-emergent weed-killer two (2) times per year. Spot treat weeds throughout the year. In particular, grass and weeds inside the wooden electrical enclosure at the Swim Center shall be aggressively maintained.

### **Pest Control**

- **Ants** - Treat for ants in all areas. Mounds and noticeable ant trails on pavement should be addressed immediately. In the event of a major infestation, it is the Contractor’s responsibility to regain control of the ant population immediately.

### **Other Treatments**

- **Chemical** - Fungicide applied to St. Augustine grass in the spring. More fungicide may be needed when rains are excessive.
- **Irrigation** - It will be the Contractor’s responsibility to inform City staff of irrigation malfunction or any damage incurred to the property by the Contractor, including to irrigation and electrical systems and their job to repair the damage immediately.
- **Clean up** - Clean up leaves and loose debris. Bag excessive grass clippings or rake as needed. Blow off paved areas.

## **LEVEL “B” REQUIRED SERVICE – GARDENS**

### **Shrubs and Trees**

- Shrubs and grasses should be edged and topped at the appropriate time each year to encourage full vigorous plants. Flowering shrubs should be trimmed only after the blooming cycle to obtain maximum color.
- Shrubs should be selectively pruned throughout the year to maintain a natural shape, e.g., sage and rosemary should not be trimmed as hedges.
- Pruning should enhance view of signs, illumination by light fixtures, airflow around plants and air conditioning units, and clear vehicular and pedestrian right of ways. When plants cannot be pruned appropriately to accomplish these goals, the Contractor should suggest alternate plants to the City.
- Tree basins and shrub beds should be edged and maintained on each visit.
- Selective light pruning of trees and removal of suckers should be done with sterilized equipment and at the appropriate season.
- Oak trees should be sealed with high quality tree paint.
- Freeze damage should be trimmed.

### **Flowers, Shrubs and Trees**

- Mulch applied two (2) times per year; Black Texas Hardwood Mulch applied a minimum of two inches deep.
- Slow release fertilizer applied three (3) times per year as per instructions.
- Weed control on each visit, including pre-emergent and post-emergent at appropriate times of the year.
- Thin and divide plants, as needed.

## **Pest Control**

- Inspect plants for insects and diseases at each visit and treat problems immediately.
- Ant mounds and noticeable ant trails on pavement should be addressed immediately. In the event of a major infestation, it is the Contractor's responsibility to regain control of the ant population immediately.

## **Other Treatments**

- **Chemical** - Liquid or granular iron applied two (2) times annually to shrubs. Fungicide applied to shrubs as needed. Summer/winter dormant oil applied to plants in Fall and late Spring as needed to control scale, mealy mugs, etc.
- **Irrigation** - It will be the Contractor's responsibility to inform City Staff of irrigation malfunction or any damage incurred to the property by the Contractor.
- **Clean up** - Clean up leaves and loose debris. Blow off paved areas.

## APPENDIX D1 - MAINTENANCE SCHEDULE WORKSHEET

### **TURF AREAS**

LOCATION: ITEM NO. 1 - CITY HALL , CITY HALL PARK & ROCK RETAINING WALL, & ANNEX	IRRIGATED?	LEVEL	SCHEDULE	PRICE
All established beds adjacent to building	Yes	B	I	
All established beds in parking area medians	Yes	B	I	
All other beds and plantings around paved areas, signs	Yes	B	I	
Lohmans Crossing Wall bed & area behind	Yes	D	II	
All water quality and drainage features	No	D	II	
Remaining property	No	A	I	
<b>Item No. 1 - City Hall, City Hall Park &amp; Rock Retaining Wall &amp; Annex</b>				\$

LOCATION: ITEM NO. 2 - LAKEWAY JUSTICE CENTER	IRRIGATED?	LEVEL	SCHEDULE	PRICE
All beds, trees and shrubs outside of building	Yes	B	I	
Grassy areas adjacent to the buildings	No	A	I	
<b>Item No. 2 - Sub Total Lakeway Justice Center</b>				\$

LOCATION: ITEM NO. 3 - LAKEWAY SWIM CENTER PARK	IRRIGATED?	LEVEL	SCHEDULE	PRICE
Exterior park area adjacent to pool, buildings and Skatepark	Yes	A	I	
Interior pool area inside fenced enclosure, including potted plants	Yes	A	I	
Additional requirements as listed in attachment	Yes	A - B	I - II	
<b>Item No. 3 - Sub Total Lakeway Swim Center Park</b>				\$

LOCATION: ITEM NO. 4 & 5 - LAKEWAY PARK & PORPOISE PARK	IRRIGATED?	LEVEL	SCHEDULE	PRICE
Item No. 4 - Lakeway Park No. 1 (Median on Lakeway Dr.)	Yes	A	I	\$
Item No. 5 - Porpoise Park	Yes	A	I	\$

### **MEDIANS & R.O.W's**

LOCATION: ITEM NO. 6, 7, 8, & 9 - LAKEWAY BLVD, LOHMANS CROSSING, LOHMANS CROSSING MEDIAN & LAKEWAY BLVD.	IRRIGATED?	LEVEL	SCHEDULE	PRICE
Item No. 6 - Lakeway Blvd. @ RR 620 S (Median & Monument)	Yes	A	I	\$
Item No. 7 - Lohmans Crossing @ RR 620 (Median & Monument)	Yes	A	I	\$
Item No. 8 - Lohmans Crossing Median	Yes	A	I	\$
Item No. 9 - Lakeway Blvd. @ Lohmans Crossing East & West End Caps	Yes	A	I	\$

LOCATION: ITEM NO. 10 - LAKEWAY BLVD & LAKEWAY DRIVE	IRRIGATED?	LEVEL	SCHEDULE	PRICE
Lakeway Drive @ Lakeway Blvd. (Tiered beds)	No	D	II	
Lakeway Blvd. @ Lakeway Dr. (Entire median)	Yes	A	I	
<b>Item No. 10 - Sub Total Lakeway Blvd &amp; Lakeway Drive</b>				\$



## APPENDIX D1 - WORKSHEET CONT'D

LOCATION: ITEM NO. 11A & 11B - SAILMASTER MEDIANS	IRRIGATED?	LEVEL	SCHEDULE	PRICE
Item No. 11A - East Sailmaster medians at Lohmans Crossing	No	A	II	
Item No. 11B - West Sailmaster medians at Lohmans Crossing	Yes	A	II	
Item No. 11A & 11B - Sub Total Lakeway Blvd & Lakeway Drive				\$

### MEDIANS & R.O.W's Cont'd.

LOCATION: ITEM NO. 12 - HIGHLAND BLVD.	IRRIGATED?	LEVEL	SCHEDULE	PRICE
Item No. 12 - Highlands Boulevard (Lakeway Blvd. to Bee Creek Rd - Sidewalk to sidewalk; includes median, but <b>NOT</b> flower beds)	Yes	A	I	\$

LOCATION: ITEM NO. 13 & 14 - BEE CREEK MEDIANS & CLARA VAN MEDIANS	IRRIGATED?	LEVEL	SCHEDULE	PRICE
Item No. 13 - Bee Creek Medians (Highland Blvd. to Hwy 71 - Includes median, but <b>NOT</b> flower beds)	No	A	II	\$
Item No. 14 - Clara Van medians @ 620	Yes	A	I	\$

### GARDENS

LOCATION: ITEM NO. 15 - HERITAGE CENTER PARK & SPIRIT OF FREEDOM MONUMENT	IRRIGATED?	LEVEL	SCHEDULE	PRICE
Exterior park area adjacent to Building	Yes	B	II	
Spirit of Freedom Monument area	Yes	C	II	
Adjacent parking lot, remaining property	No	A	II	
Item No. 15 - Sub Total Heritage Park				\$

LOCATION: ITEM NO. 16 - LAKEWAY ACTIVITY CENTER	IRRIGATED?	LEVEL	SCHEDULE	PRICE
All beds, trees and shrubs outside of building	Yes	B	I	
Interior courtyard area	Yes	A	I	
Entire fountain area	Yes	B	I	
Parking lot	No	B	I	
Item No. 16 - Sub Total Lakeway Activity Center				\$

LOCATION: ITEM NO. 17 A, B, & C - BARNES MEMORIAL, BUTTERFLY GARDEN, & SMITH MEMORIAL PARK GARDENS	IRRIGATED?	LEVEL	SCHEDULE	PRICE
Item No. 17A - Barnes Memorial @ City Park	Yes	C	III	\$
Item No. 17B - Butterfly Garden @ City Park	Yes	C	III	\$
Item No. 17C - Smith Memorial (Cactus Garden) Note: No mulch on Smith Memorial	No	D	IV	\$
LOCATION: ITEM NO. 18, 19, & 20 - HURST CREEK ROAD	IRRIGATED?	LEVEL	SCHEDULE	PRICE

### APPENDIX D1 - WORKSHEET CONT'D

Item No. 18 - Hurst Creek Road; City Park Entrance; Pavilion & Restroom Areas	Yes	B	II	\$
Item No. 19 - City Park - Katherine & Kevin's Corner (Both Sides of Road at City Park)	No	C	III	\$
Item No. 20 - Hamilton Greenbelt Parking Lot & Entry Gardens	Yes	A	I	\$

*\* Note: No mulch on Smith Memorial; maintain Barnes, Butterfly, Katherine's Corner, and Smith Memorial*

### ROADWAY GARDENS

LOCATION: ITEM NO. 21 & 22 - CITY GATEWAY IDENTIFICATION SCULPTURES (NORTH & SOUTH)	IRRIGATED?	LEVEL	SCHEDULE	PRICE
All established beds (North & South)	Yes	D	II	
Remaining property	No	A	II	
Item No. 21 & 22- Sub Total Gateway Sculptures (North, South, & Remaining Property.				\$

**TOTAL ANNUAL BID, ITEMS NO. 1 TO 22: \$** \_\_\_\_\_

## APPENDIX D2 WORKSHEET

### PLANTED MEDIANS AND TIERED BEDS

LOCATION: ITEM NO. 6 - LAKEWAY BLVD. @ RR 620 (MEDIAN & MONUMENT)	IRRIGATED?	LEVEL	SCHEDULE	PRICE
<b>TASK</b>	<b>Yes</b>	<b>A</b>	<b>I</b>	
Remove and dispose of all weeds and maintain plant materials				
Place Black Texas Native Hardwood mulch (twice annually)				
Add decomposed granite and blue river rock, as needed				
Apply fertilizer, pesticides (as stated in contract)				
Maintain trees (as stated in contract)				
Mow areas (as stated in contract)				
Blow areas (as stated in contract)				
<b>Item No. 6 - Lakeway Blvd @ RR 620</b>				<b>\$</b>
LOCATION: ITEM NO. 7- LOHMANS CROSSING @ RR 6620 (MEDIAN & MONUMENT)	IRRIGATED?	LEVEL	SCHEDULE	PRICE
<b>TASK</b>	<b>Yes</b>	<b>A</b>	<b>I</b>	
Remove and dispose of all weeds and maintain plant materials				
Place Black Texas Native Hardwood mulch (twice annually)				
Add decomposed granite and blue river rock, as needed				
Apply fertilizer, pesticides (as stated in contract)				
Maintain trees (as stated in contract)				
Mow areas (as stated in contract)				
Blow areas (as stated in contract)				
<b>Item No. 7 - Lohmans Crossing @ RR 620</b>				<b>\$</b>
LOCATION: ITEM NO. 8 - LOHMANS CROSSING (EAST & WEST END CAPS)	IRRIGATED?	LEVEL	SCHEDULE	PRICE
<b>TASK</b>	<b>Yes</b>	<b>A</b>	<b>I</b>	
Remove and dispose of all weeds and maintain plant material				
Add decomposed granite and blue river stone, as necessary				
Apply fertilizer, pesticides (as stated in contract)				
Mow areas (as stated in contract)				
Blow areas (as stated in contract)				
<b>Item No. 8 - Lohmans Crossing East &amp; West</b>				<b>\$</b>
LOCATION: ITEM NO. 9 - LAKEWAY BLVD. @ LOHMANS CROSSING	IRRIGATED?	LEVEL	SCHEDULE	PRICE
<b>TASK</b>	<b>Yes</b>	<b>A</b>	<b>I</b>	
Remove and dispose of all weeds and maintain plant material				
Add decomposed granite and blue river stone, as necessary				
Apply fertilizer, pesticides (as stated in contract)				
Mow areas (as stated in contract)				
Blow areas (as stated in contract)				
<b>Item No. 9 - Lakeway Blvd. @ Lohamans Crossing</b>				<b>\$</b>

## APPENDIX D2 WORKSHEET CONT'D

LOCATION: ITEM NO. 10A - LAKEWAY BLVD. @ LAKEWAY DRIVE - (ENTIRE MEDIAN)	IRRIGATED?	LEVEL	SCHEDULE	PRICE
<b>TASK</b>	<b>Yes</b>	<b>A</b>	<b>I</b>	
Remove and dispose of all weeds and maintain plant materials				
Add decomposed granite and blue river rock, as needed				
Apply fertilizer, pesticides (as stated in contract)				
Maintain trees (as stated in contract)				
Mow areas (as stated in contract)				
Blow areas (as stated in contract)				
<b>Item No. 10A - Lakeway Blvd. @ Lakeway</b>				<b>\$</b>
LOCATION: ITEM NO. 10B - LAKEWAY BLVD. @ LAKEWAY DRIVE (TIERED BEDS)	IRRIGATED?	LEVEL	SCHEDULE	PRICE
<b>TASK</b>	<b>No</b>	<b>D</b>	<b>II</b>	
Remove and dispose of all weeds and maintain plant materials				
Add decomposed granite, as necessary				
Apply fertilizer, pesticides (as stated in contract)				
Maintain trees (as stated in contract)				
Mow areas (as stated in contract)				
Blow areas (as stated in contract)				
<b>Item No. 10B - Lakeway Blvd. @ Lakeway Drive</b>				<b>\$</b>
LOCATION: ITEM NO. 11 - EAST & WEST SAILMASTER MEDIANS @ LOHMANS CROSSING	IRRIGATED?	LEVEL	SCHEDULE	PRICE
<b>TASK - EAST</b>	<b>NO</b>	<b>A</b>	<b>II</b>	
<b>TASK - WEST</b>	<b>YES</b>	<b>A</b>	<b>II</b>	
Remove and dispose of all weeds and maintain plant materials				
Add decomposed granite and blue river rock, as necessary				
Apply fertilizer, pesticides (as stated in contract)				
Maintain trees (as stated in contract)				
Mow areas (as stated in contract)				
Blow areas (as stated in contract)				
<b>Item No. 11 - East &amp; West Sailmaster Medians @ Lohamans Crossing</b>				<b>\$</b>
LOCATION: ITEM NO. 12 - HIGHLAND BLVD. (LAKEWAY BLVD. TO BEE CREEK RD. - SIDEWALK TO SIDEWALK, INCLUDES MEDIAN, BUT NOT FLOWER BEDS)	IRRIGATED?	LEVEL	SCHEDULE	PRICE
<b>TASK</b>	<b>YES</b>	<b>A</b>	<b>I</b>	
Remove and dispose of all weeds and maintain plant materials				
Add decomposed granite and blue river rock, as necessary				
Apply fertilizer, pesticides (as stated in contract)				
Maintain trees (as stated in contract)				
Mow areas (as stated in contract)				
Blow areas (as stated in contract)				
<b>Item No. 12 - Highland Blvd. to Bee Creek Road</b>				<b>\$</b>

## APPENDIX D2 WORKSHEET CONT'D

LOCATION: ITEM NO. 13 - BEE CREEK MEDIANS (HIGHLAND BLVD. TO HWY 71 - INCLUDES MEDIAN, BUT NOT FLOWER BEDS)	IRRIGATED?	LEVEL	SCHEDULE	PRICE
TASK	NO	A	II	PRICE
Remove and dispose of all weeds and maintain plant materials				
Add decomposed granite and blue river rock, as necessary				
Apply fertilizer, pesticides (as stated in contract)				
Maintain trees (as stated in contract)				
Mow areas (as stated in contract)				
Blow areas (as stated in contract)				
<b>Item No. 13 - Bee Creek Medians to Hwy 71</b>				\$
LOCATION: ITEM NO. 14 - CLARA VAN MEDIANS @ 620	IRRIGATED?	LEVEL	SCHEDULE	PRICE
TASK	YES	A	I	
Remove and dispose of all weeds and maintain plant materials				
Add decomposed granite and blue river rock, as necessary				
Apply fertilizer, pesticides (as stated in contract)				
Maintain trees (as stated in contract)				
Mow areas (as stated in contract)				
Blow areas (as stated in contract)				
<b>Item No. 14 - Clara Van Medians @ 620</b>				\$

**TOTAL ANNUAL BID, ITEMS NO. 6 - 14: \$**\_\_\_\_\_



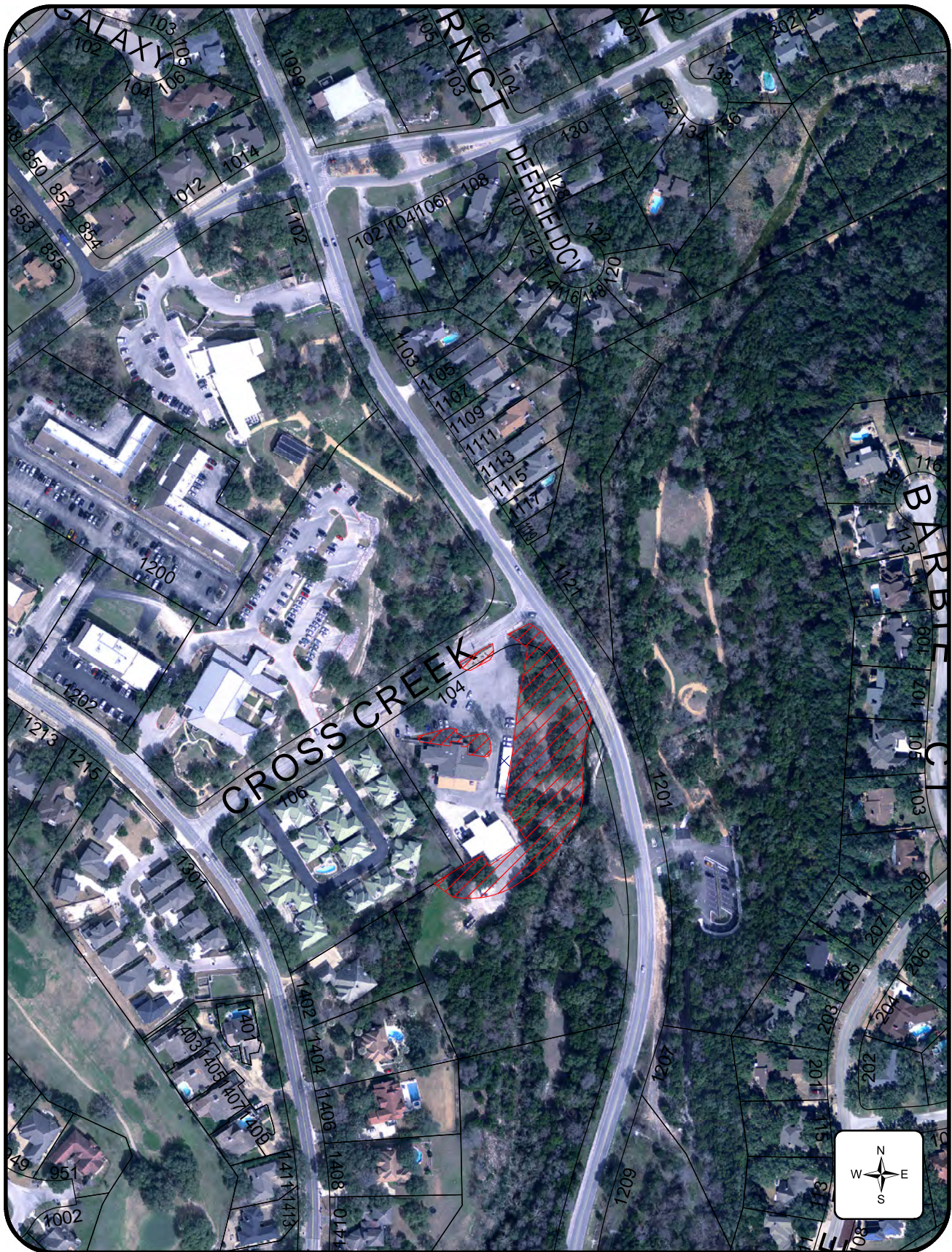
**LAKEWY CITY HALL**  
**Landscape Turf**  
**AREA = 144,679 sq ft**





# LAKEWAY JUSTICE CENTER

Landscape Turf  
AREA = 64,987 sq ft



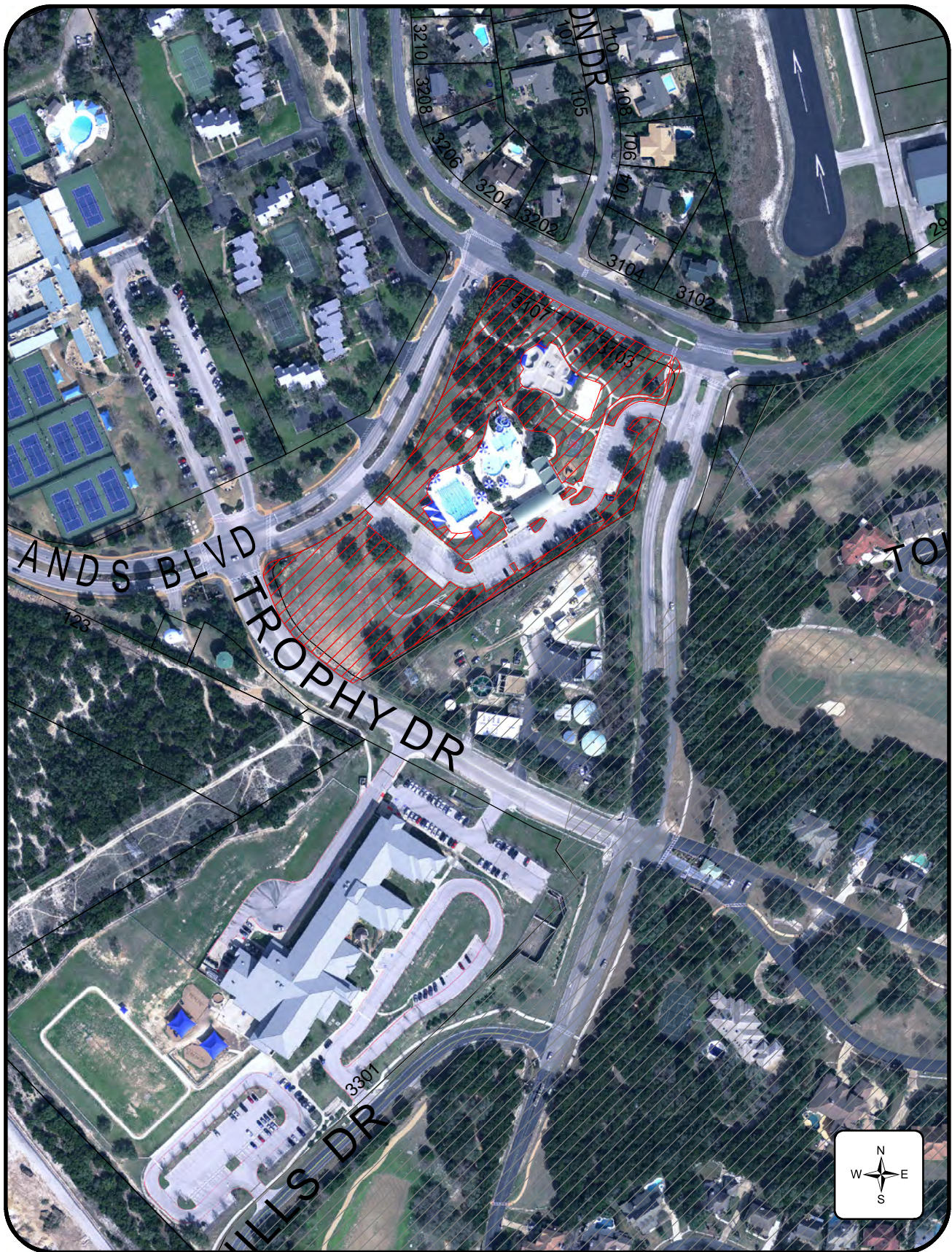


# LAKEWAY SWIM CENTER PARK

## Landscape Turf

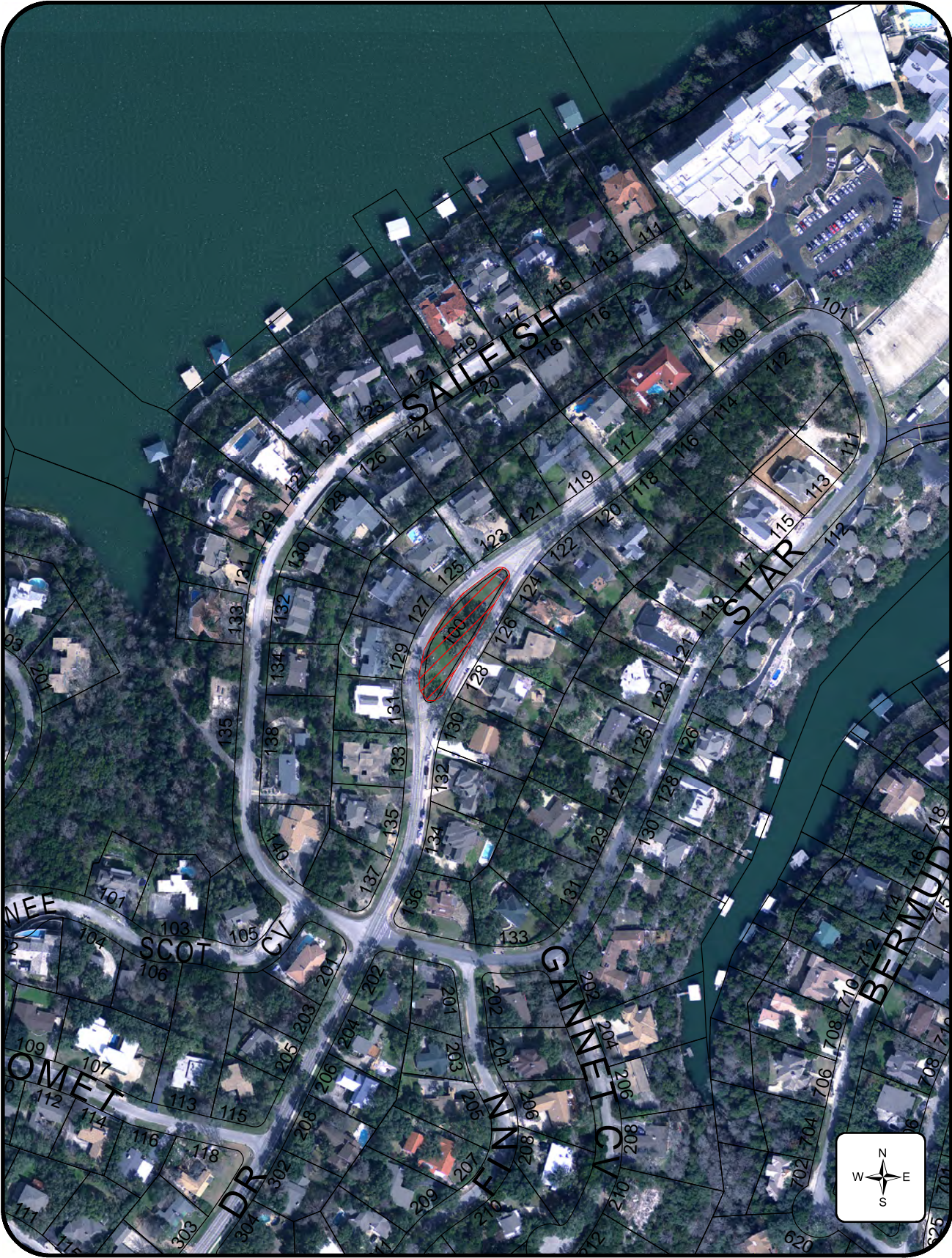
AREA = 186,137 sq ft

APPENDIX G  
PAGE 43





**LAKEWAY PARK No. 1**  
**AREA = 16,854 sq ft**





**PORPOISE PARK**  
**AREA = 77,180 sq ft**





**LAKEWAY BLVD @ RR 620 S**  
**Median & Monument**  
**AREA 14,238 sq ft**



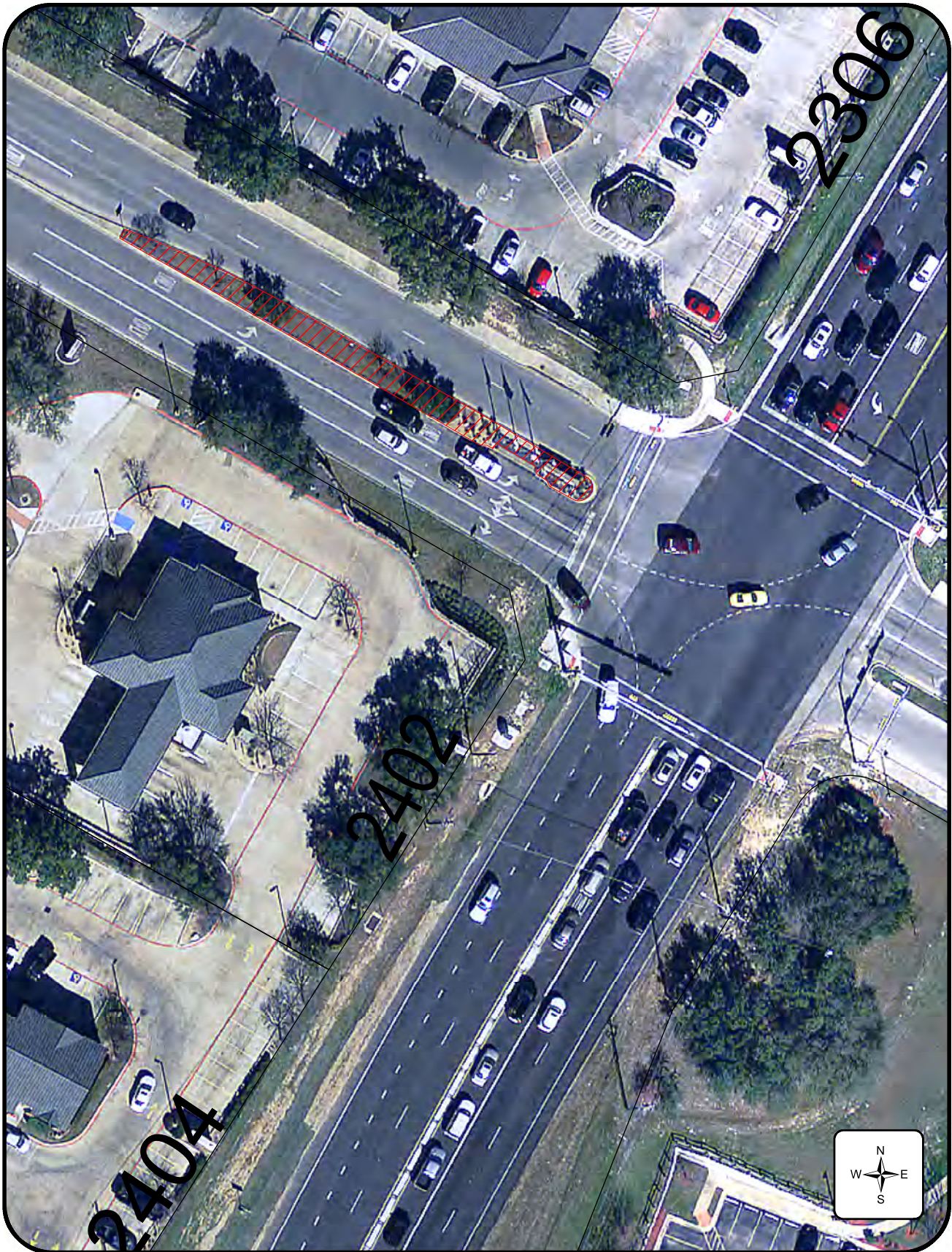


# LOHMANS CROSSING RD @ RR 620

APPENDIX K - PAGE 47

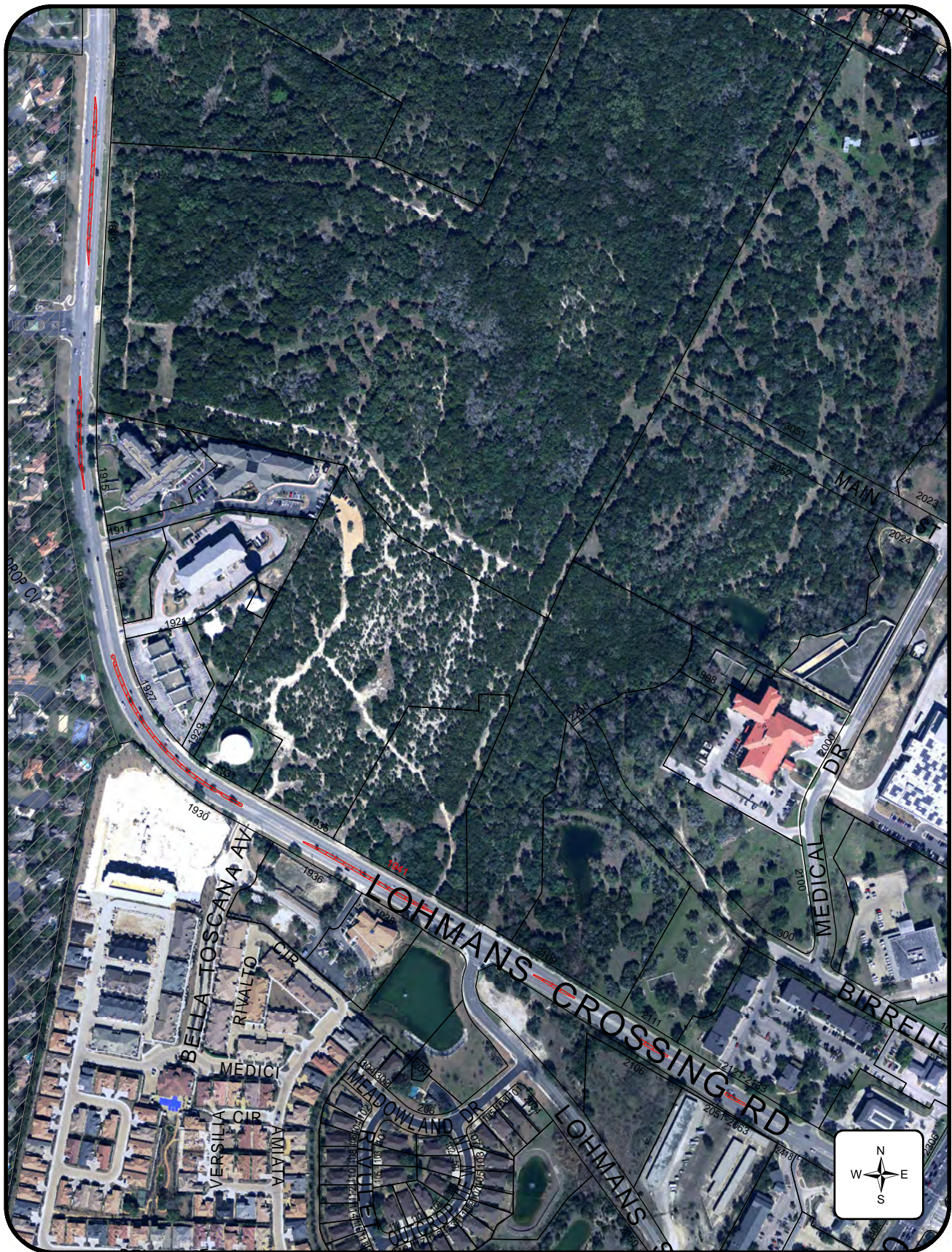
Medians & ROW's

AREA = 2,166 sq ft





## APPENDIX L - PAGE 48





**LAKEWAY BLVD @ LOHMANS CROSSING RD  
(EAST & WEST END CAPS)  
AREA = 340 sq ft**

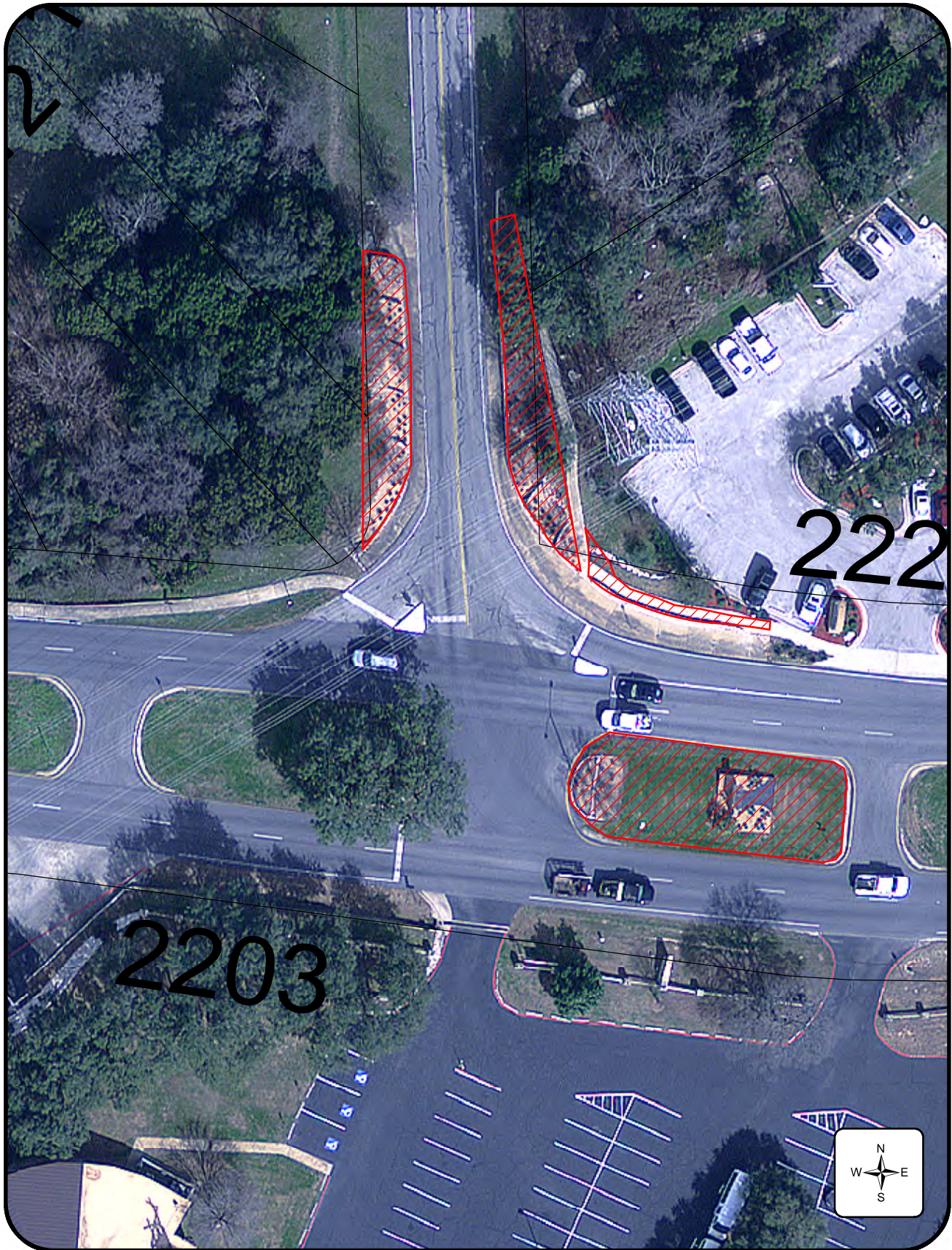
APPENDIX M - PAGE 49





**LAKEWAY BLVD @ LAKEWAY  
DR MEDIAN AND TIERED BEDS  
AREA = 6,967 sq ft**

APPENDIX N - PAGE 50





# EAST & WEST SAILMASTER @ LOHMANS CROSSING RD

Meadians & ROW's

APPENDIX O - PAGE 51

AREA = 7262 sq ft





# HIGHLANDS BLVD

AREA = 347,002





# BEE CREEK RD MEDIANS

APPENDIX Q - PAGE 53

Bee Creek Rd to Hwy 71

AREA = 70,995 sq ft





**CLARA VAN**  
**AREA = 14,420 sq ft**



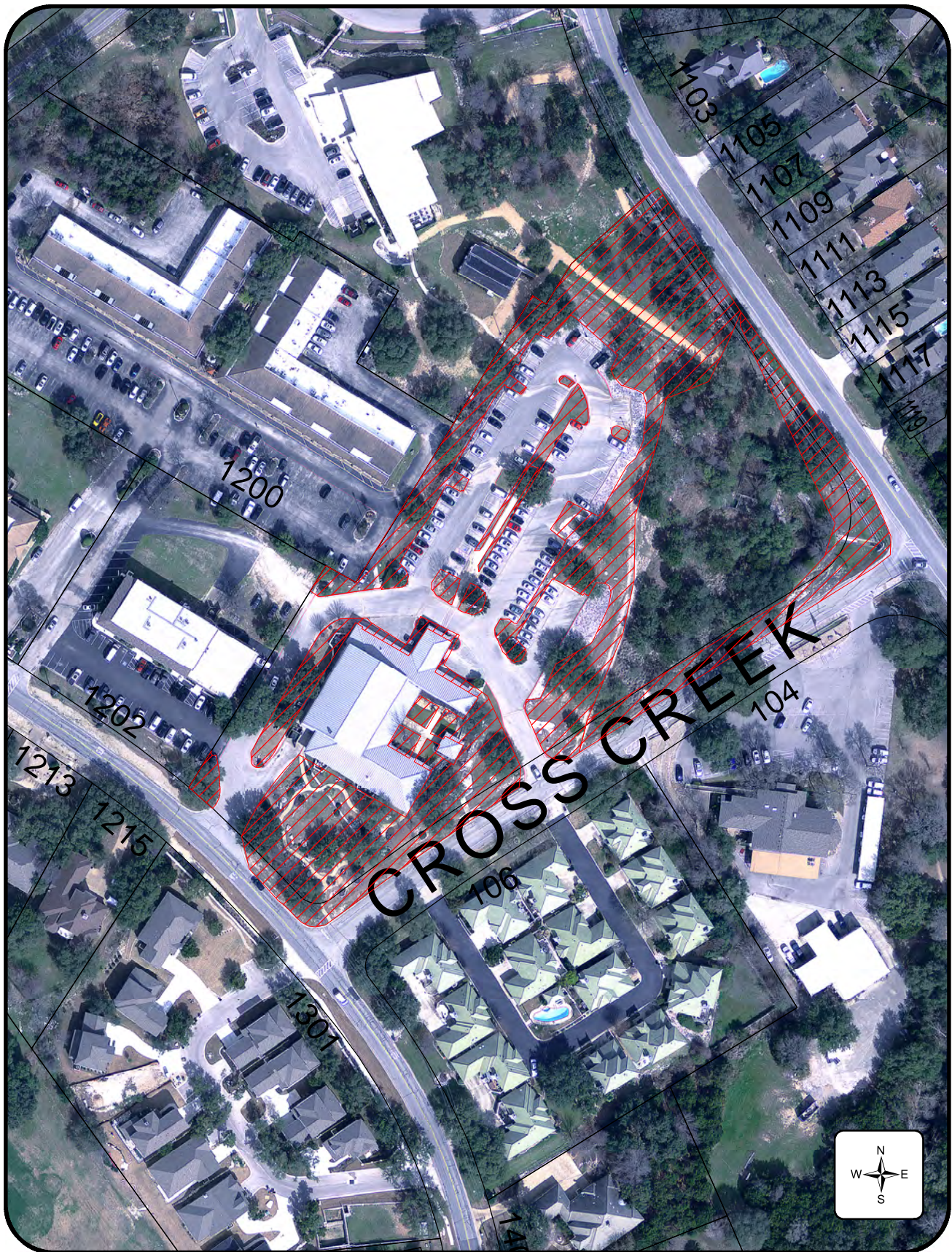


**AREA = 83,833 sq ft**



Gardens

AREA = 122,583 sq ft





**CITY PARK - BARNES MEMORIAL, APPENDIX U - PAGE 57**  
**BUTTERFLY GARDEN, & SMITH MEMORIAL PARK**  
**GARDENS AREA = 3,468 sq ft**





**CITY PARK - HURST CREEK**  
**Entrerence & Huser Memorial**  
**AREA = 13,972 sq ft**

APPENDIX V - PAGE 58





# CITY PARK - KATHERINE & KEVIN'S CORNER

## Park Gardens

AREA = 1,112 sq ft

APPENDIX W - PAGE 59





**AREA = 30,350 sq ft**

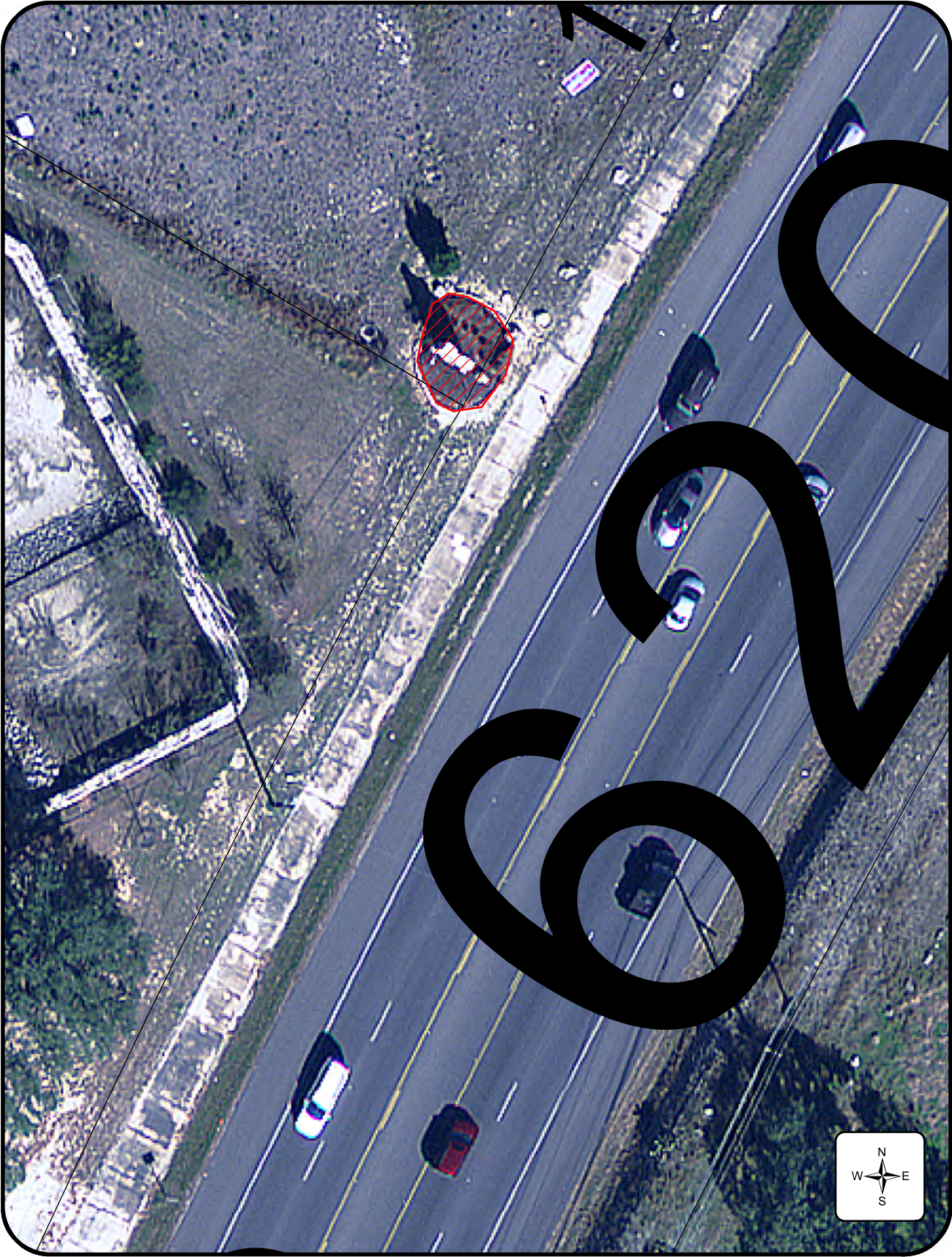
APPENDIX X - PAGE 60





**CITY GATEWAY IDENTIFICATION SCULPTURES (NORTH)**  
**ROADWAY GARDEN**  
**AREA = 460 sq ft**

APPENDIX Y - PAGE 61





# CITY GATEWAY IDENTIFICATION SCULPTURES (SOUTH)

## ROADWAY GARDEN

AREA = 14,475 sq ft

APPENDIX Z - PAGE 62

