

**A NON-EXCLUSIVE MOWING AND GROUNDS MAINTENANCE SERVICES
AGREEMENT BETWEEN THE CITY OF FORT WORTH AND REEDER
INDUSTRIES, INC.**

THIS NON-EXCLUSIVE MOWING AND GROUNDS MAINTENANCE SERVICES AGREEMENT (“Agreement”) is made and entered into by and between the **CITY OF FORT WORTH** (“City”), a home-rule municipal corporation of the State of Texas, acting by and through its duly authorized Assistant City Manager, and **REEDER INDUSTRIES, INC.** (“Contractor”), a Texas corporation acting by and through its duly authorized representative.

WHEREAS, the City, through its Park & Recreation Department (“Park Department”), contracts for mowing and grounds maintenance services within the City;

WHEREAS, through ITB/RFP No. 25-0005 (“Bid”), the City solicited bids to award non-exclusive agreements to multiple bidders for mowing and grounds maintenance services on an as-needed basis with an aggregate amount of \$7,974,521.00. This agreement authorizes a portion of the aggregate bid total compensation in an amount up to **One Hundred Thousand Dollars and Zero Cents (\$100,000.00)**.

WHEREAS, Contractor was one of the successful bidders awarded a contract to provide non-exclusive mowing and grounds maintenance services to the City; and

WHEREAS, the City and Contractor wish to set out terms of Contractor’s non-exclusive mowing and grounds maintenance services;

NOW, THEREFORE, in consideration of the covenants and agreements contained in this Agreement, the City and Contractor hereby agree as follows:

SECTION 1
CONTRACT DOCUMENTS

The contract documents include the following:

1. This Non-Exclusive Mowing and Grounds Maintenance Services Agreement
2. Exhibit A – Contract Specifications
3. Exhibit B – Price Schedule
4. Exhibit C – Insurance Requirements

All Exhibits attached hereto are incorporated herein and are made a part of this Agreement for all purposes. In the event of any conflict between the Exhibits and the terms and conditions of this Agreement, this Agreement controls.

SECTION 2
SCOPE OF WORK

2.1 Contractor will provide mowing and grounds maintenance services (“Services”) to the City for assigned locations in Exhibit B (each a “Project Area,” and collectively, “Project Areas”) in accordance with this Agreement, including all exhibits and attachments.

2.2 Contractor understands and agrees that the City will award non-exclusive purchase agreements to multiple bidders for mowing and grounds maintenance services as outlined in the Bid, which is on file with the City’s Purchasing Department. Contractor further understands that the aggregate not to exceed amount of all contracts awarded to multiple contractors under the Bid will be in the amount of **One Hundred Thousand Dollars and Zero Cents (\$100,000.00)**, and the City makes no promise or guarantee of the total amount of work that will be assigned to Contractor under this Agreement.

2.3 The City will issue to the Contractor a written work order, also known as a “service request,” establishing the locations and schedule for each Project Area to be completed by Contractor (“Work Order”). Contractor must perform the Services in accordance with each Work Order issued by the City. The City may issue an amended Work Order to address any changes in the work to be performed after a Work Order has been issued. Except as otherwise specified in this Agreement, the fee invoiced by the Contractor will be based upon the prices submitted by Contractor in Contractor’s Bid Response.

SECTION 3 **TERM OF AGREEMENT**

The term of this Agreement is effective beginning on the date it is executed by the City and expires at 11:59 p.m. on February 10, 2026 (“Initial Term”), unless terminated earlier in accordance with the provisions of this Agreement. This Agreement may be renewed for five additional one-year periods upon written agreement of the City and Contractor (each a “Renewal Term”).

SECTION 4 **INVOICES AND PAYMENT**

4.1 The City will pay Contractor the fees established in the Price Schedule in accordance with the provisions of this Agreement. Contractor will not perform any additional services for the City not specified by this Agreement unless the City requests and approves in writing the additional services. The City will not be liable for any additional expenses of Contractor not specified by this Agreement.

4.2 Contractor must submit typewritten or computer printed invoices to the City that include the Contractor’s name, address, and telephone number, and identify the service location, the agreed price for the Project Areas, and the City’s issued purchase order number. Contractor must submit all invoices to the City within two (2) weeks of completing the Services.

4.3 Contractor must submit all physical invoices to:

City of Fort Worth
Park & Recreation Department
Attention: Contract Mowing
100 Fort Worth Trail
Fort Worth, TX 76102

Electronic invoices may be sent to the following email addresses:
CFWMowing@FortWorthTexas.gov & SupplierInvoices@FortWorthTexas.gov

4.4 The City may complete a visual inspection of the Services to verify that they were completed in accordance with this Agreement. City agrees to pay all invoices for accepted work within thirty (30) day of receiving the invoice. The City will only pay for work that is completed in accordance with the terms and specification contained in this Agreement. Contractor will not be paid for any Incomplete Work or for failure to complete a location within the Cycle dates for each mowing Cycle. The City will notify Contractor of any error in an invoice no later than the 21st day after the date the City receives the invoice.

SECTION 5

LIABILITY AND INDEMNIFICATION

5.1 **CONTRACTOR WILL BE LIABLE AND RESPONSIBLE FOR ANY AND ALL DAMAGES, INCLUDING, BUT NOT LIMITED TO, PROPERTY LOSS, PROPERTY DAMAGE, AND PERSONAL INJURY, OF ANY KIND OR CHARACTER, WHETHER REAL OR ASSERTED, TO THE EXTENT CAUSED BY THE ACTS OR OMISSIONS OF CONTRACTOR OR CONTRACTOR'S DIRECTORS, OFFICERS, REPRESENTATIVES, AGENTS, SERVANTS, CONTRACTORS, EMPLOYEES, PATRONS, GUESTS, INVITEES, OR PROGRAM PARTICIPANTS. CONTRACTOR HEREBY EXPRESSLY RELEASES AND DISCHARGES CITY FROM ANY AND ALL LIABILITY FOR ANY DAMAGE, INCLUDING, BUT NOT LIMITED TO, PROPERTY DAMAGE AND LOSS AND PERSONAL INJURY ARISING OUT OF OR IN CONNECTION WITH, DIRECTLY OR INDIRECTLY, THE SERVICES PERFORMED BY CONTRACTOR UNDER THIS AGREEMENT.**

5.2 **INDEMNIFICATION – CONTRACTOR, AT ITS SOLE COST AND EXPENSE, AGREES TO AND DOES HEREBY DEFEND, INDEMNIFY, PROTECT, AND HOLD HARMLESS CITY AND CITY'S OFFICERS, REPRESENTATIVES, AGENTS EMPLOYEES, AND SERVANTS (COLLECTIVELY, "INDEMNITEES") FOR, FROM, AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO, COURT COSTS, ATTORNEYS' FEES, AND COSTS OF INVESTIGATION), OF ANY NATURE, KIND, OR DESCRIPTION ARISING OR ALLEGED TO ARISE BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY: (1) RELATING TO THE SERVICES PERFORMED UNDER THIS AGREEMENT BY CONTRACTOR OR ANY OF CONTRACTOR'S OFFICERS, REPRESENTATIVES, AGENTS, SERVANTS, EMPLOYEES, OR CONTRACTORS; (2) BY REASON OF ANY OTHER CLAIM**

WHATSOEVER OF ANY PERSON OR PARTY OCCASIONED OR ALLEGED TO BE OCCASIONED IN WHOLE OR IN PART BY ANY ACT OR OMISSION ON THE PART OF CONTRACTOR OR ANY OF CONTRACTOR'S OFFICERS, REPRESENTATIVES, AGENTS, SERVANTS, EMPLOYEES, OR CONTRACTORS; OR (3) BY ANY BREACH, VIOLATION, OR NONPERFORMANCE OF ANY COVENANT OF CONTRACTOR UNDER THIS AGREEMENT (COLLECTIVELY, "LIABILITIES").

5.3 If any action or proceeding is brought by or against the City in connection with any such liability or claim, Contractor, on notice from City, must defend such action or proceeding, at Contractor's expense, by or through attorneys reasonably satisfactory to City.

5.4 It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligations under this Section 5, such legal limitations are made a part of the indemnification obligation and will operate to amend the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligation will continue in full force and effect.

5.5 Contractor agrees to notify City promptly upon the receipt of any claim or lawsuit brought in connection with any injury, death, or damages related to Services performed under this Agreement. Contractor agrees to make its officers, representatives, agents, and employees available to City at all reasonable times, for any statements and case preparation necessary for the defense of any claims or litigation for which City may be responsible hereunder.

SECTION 6

INSURANCE REQUIREMENTS

Contractor must abide by the insurance requirements set forth in **Exhibit C**.

SECTION 7

AUDIT

7.1 Contractor agrees that the City will, until the expiration of three (3) years after the termination or expiration of this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of Contractor involving transactions relating to this Agreement. Contractor agrees that the City will have access during normal working hours to all necessary Contractor facilities and will be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. City will give Contractor reasonable advance notice of intended audits.

7.2 Contractor further agrees to include in any contractor and subcontractor agreements hereunder a provision to the effect that the contractor and subcontractors agree that the City will, until the expiration of three (3) years after the expiration or termination of the contract or subcontract, have access to and the right to examine any directly pertinent books, documents, papers, and records of such contractor or subcontractor involving transactions of the contract or subcontract, and further that City will have access during normal working hours to all contractor and subcontractor facilities and will be provided adequate and appropriate work space

in order to conduct audits in compliance with the provisions of this paragraph. City will give the contractor and subcontractor reasonable advance notice of intended audits.

SECTION 8

TERMINATION

8.1 Termination for Convenience. This Agreement may be terminated without cause by the City upon delivery of written notice to Contractor. This Agreement may be terminated without cause by the Contractor thirty (30) days after delivery to the City of written notice of such intent to terminate.

8.2 Termination for Cause. Unless stated elsewhere in this Agreement, Contractor will be in default under this Agreement if Contractor breaches any term or condition of this Agreement and such breach remains uncured after ten (10) calendar days following receipt of written notice from the City referencing this Agreement.

8.3 Fiscal Funding Out. Notwithstanding anything to the contrary, if, for any reason, at any time during the term of the Agreement, the Fort Worth City Council fails to appropriate funds sufficient for the City to fulfill its obligations under this Agreement, the City may terminate the portion of the Agreement regarding such obligations to be effective on the earlier of (i) ninety (90) calendar days following delivery by the City to Agreement of written notice of the City's intention to terminate or (ii) the last date for which funding has been appropriated by the Fort Worth City Council for the purposes set forth in this Agreement.

8.4 Other Remedies. Any termination of this Agreement as provided in this Agreement will not relieve Contractor from paying any sum or sums due and payable to City under this Agreement that remains unpaid and due at the time of termination, or any claim for damages then or previously accruing against Contractor under this Agreement. Any such termination will not prevent City from enforcing the payment of any such sum or sums or claim for damages by any remedy provided for by law, or from recovering damages from Contractor for any default under the Agreement. All City's rights, options, and remedies under this Agreement will be construed to be cumulative, and not one of them is exclusive of the other. City may pursue any or all such remedies or any other remedy or relief provided at law or in equity, whether or not stated in this Agreement. No such termination will relieve City from any obligation it may have to Contractor hereunder, and City may pursue any and all rights and remedies or relief provided at law or in equity, whether or not stated in this Agreement.

SECTION 9

LICENSES AND PERMITS

Contractor must, at its sole expense, obtain and keep in effect all licenses and permits necessary for its operations.

SECTION 10

NOTICES

10.1 All notices required or permitted under this Agreement may be given to a party personally or by mail, addressed to such party at the address stated below or to such other address as one party may from time to time notify the other in writing. Any notice so given will be deemed to have been received when deposited in the United States mail so addressed with postage prepaid:

CITY:

City of Fort Worth
Park & Recreation Director
100 Fort Worth Trail
Fort Worth, TX 76102

CONTRACTOR:

Reeder Industries, Inc.
P.O. Box 1124
Amarillo, TX 79105-1124

With copies to:

City Attorney's Office
City of Fort Worth
100 Fort Worth Trail
Fort Worth, Texas 76102

Or to such other address as such party may hereafter designate by notice in writing addressed and mailed or delivered to the other party hereto.

SECTION 11
NONDISCRIMINATION

Contractor will not engage in any unlawful discrimination based on race, creed, color, national origin, sex, age, religion, disability, marital status, citizenship status, sexual orientation, or any other prohibited criteria in any employment decisions relating to this Agreement, and Contractor represents and warrants that to the extent required by applicable laws, it is an equal opportunity employer and will comply with all applicable laws and regulations in any employment decisions.

SECTION 12
VENUE AND CHOICE OF LAW

Contractor and City agree that this Agreement will be construed in accordance with the laws of the State of Texas. If any action, whether real or asserted, at law or in equity, arises on the basis of any provision of this Agreement, venue for such action will lie in state courts located in Tarrant County, Texas or the United States District Court for the Northern District of Texas – Fort Worth Division.

SECTION 13
THIRD-PARTY RIGHTS AND ASSIGNMENTS

13.1 The provisions and conditions of this Agreement are solely for the benefit of the City and Contractor, and any lawful assigns or successors, and are not intended to create any rights, contractual or otherwise, to any other person or entity.

13.2 Contractor agrees that it will not subcontract or assign all or any part of its rights, privileges, or duties hereunder without the prior written consent of the City, and any attempted subcontract or assignment of same without such prior consent of the City will be void.

SECTION 14

BINDING COVENANTS

Subject to the limitations contained herein, the covenants, conditions, and agreements made and entered into by the parties hereunder are declared to be for the benefit of and binding on their respective successors, representatives, and permitted assigns, if any.

SECTION 15

INDEPENDENT CONTRACTOR

It is expressly understood and agreed that Contractor and its employees, representative, agents, servants, officers, contractors, subcontractors, and volunteers will operate as independent contractors as to all rights and privileges and work performed under this Agreement, and not as agents, representatives, or employees of the City. Subject to and in accordance with the conditions and provisions of this Agreement, Contractor will have the exclusive right to control the details of its operations and activities and be solely responsible for the acts and omissions of its employees, representative, agents, servants, officers, contractors, subcontractors, and volunteers. Contractor acknowledges that the doctrine of *respondeat superior* will not apply as between the City and the City's officers, representatives, agents, servants, and employees, and Contractor and Contractor's employees, representatives, agents, servants, officers, contractors, subcontractors, and volunteers. Contractor further agrees that nothing herein will be construed as the creation of a partnership or joint enterprise between City and Contractor. It is further understood that the City will in no way be considered a co-employer or a joint employer of Contractor or any employees, representatives, agents, servants, officers, contractors, subcontractors, and volunteers of Contractor. Neither Contractor nor any officers, agents, servants, employees, or subcontractors of Contractor will be entitled to any employment benefits from the City. Contractor will be responsible and liable for any and all payment and reporting of taxes on behalf of itself and any of its employees, representatives, agents, servants, officers, contractors, subcontractors, and volunteers.

SECTION 16

AMENDMENTS, CAPTIONS, AND INTERPRETATION

16.1 Except as otherwise provided in this Agreement, the terms and provisions of this Agreement may not be modified or amended except upon execution of a written amendment to this Agreement executed by the Assistant City Manager and Contractor and filed with the City Secretary's Office.

16.2 Captions and headings used in this Agreement are for reference purposes only and will not be deemed a part of this Agreement.

16.3 In the event of any dispute over the meaning or application of any provision of this Agreement, this Agreement will be interpreted fairly and reasonably, and neither more strongly for or against any party, regardless of the actual drafter of this Agreement.

SECTION 17

GOVERNMENTAL POWERS AND IMMUNITIES

It is understood that the City does not waive or surrender any of its governmental powers or immunities by execution of this Agreement.

SECTION 18

AUTHORIZATION AND COUNTERPARTS AND ELECTRONIC SIGNATURES

18.1 By executing this Agreement, Contractor's agent affirms that he or she is authorized by Contractor to execute this Agreement and that all representations made herein with regard to Contractor's identity, address, and legal status are true and correct.

18.2 This Agreement may be executed in several counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. This Agreement may be executed by electronic signature, which will be considered as an original signature for all purposes and have the same force and effect as an original signature. For these purposes, "electronic signature" means electronically scanned and transmitted versions (e.g. via pdf file, email, or facsimile transmission) of an original signature, or signatures electronically inserted via software such as Adobe Sign.

SECTION 19

SEVERABILITY AND NO WAIVER

19.1 It is agreed that in the event any covenant, condition, or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of such covenant, condition, or provision will in no way affect any other valid covenants, conditions, or provisions of this Agreement.

19.2 The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder will not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.

SECTION 20

COMPLIANCE WITH LAWS

20.1 This Agreement is subject to all applicable federal, state, and local laws, ordinances, rules, and regulations, including, but not limited to, all provisions of the City's Charter and ordinances, as amended.

20.2 If City notifies Contractor or any of its officers, agents, employees, contractors, or subcontractors of any violation of such laws, ordinances, rules, or regulations, Contractor must immediately desist from and correct the violation.

SECTION 21

SOLE AGREEMENT

This Agreement, including any exhibits attached hereto and any documents incorporated herein, contains the entire understanding and agreement between the City and Contractor, and any lawful assigns and successors, as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with any provision of this Agreement.

SECTION 22

PROHIBITION ON BOYCOTTING ISRAEL

Contractor acknowledges that in accordance with Chapter 2271 of the Texas Government Code, the City is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The terms "boycott Israel" and "company" will have the meanings ascribed to those terms in Chapter 2271 of the Texas Government Code. ***By signing this contract, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.***

SECTION 23

PROHIBITION ON BOYCOTTING ENERGY COMPANIES

Contractor acknowledges that, in accordance with Chapter 2276 of the Texas Government Code, the City is prohibited from entering into a contract for goods or services that has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the City with a company with 10 or more full-time employees unless the contract contains a written verification from the company that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract. The terms "boycott energy company" and "company" have the meanings ascribed to those terms by Chapter 2276 of the Texas Government Code. To the extent that Chapter 2276 of the Government Code is applicable to this Agreement, by signing this Agreement, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of this Agreement.

SECTION 24
PROHIBITION ON DISCRIMINATION AGAINST FIREARM AND AMMUNITION
INDUSTRIES

Contractor acknowledges that, in accordance with Chapter 2274 of the Texas Government Code, the City is prohibited from entering into a contract for goods or services that has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the City with a company with 10 or more full-time employees unless the contract contains a written verification from the company that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The terms “discriminate,” “firearm entity,” and “firearm trade association” have the meanings ascribed to those terms by Chapter 2274 of the Texas Government Code. To the extent that Chapter 2274 of the Government Code is applicable to this Agreement, by signing this Agreement, Contractor certifies that Contractor’s signature provides written verification to the City that Contractor: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate against a firearm entity or firearm trade association during the term of this Agreement.

SECTION 25
IMMIGRATION AND NATIONALITY ACT

Contractor must verify the identity and employment eligibility of its employees who perform work under this Agreement, including completing the Employment Eligibility Verification Form (I-9). Upon request by City, Contractor will provide City with copies of all I-9 forms and supporting eligibility documentation for each employee who performs work under this Agreement. Contractor must adhere to all federal and state laws as well as establish appropriate procedures and controls so that no services will be performed by any Contractor employee who is not legally eligible to perform such services. CONTRACTOR WILL INDEMNIFY CITY AND HOLD CITY HARMLESS FROM ANY PENALTIES, LIABILITIES, OR LOSSES DUE TO VIOLATIONS OF THIS PARAGRAPH BY CONTRACTOR OR CONTRACTOR’S EMPLOYEES, SUBCONTRACTORS, AGENTS, OR LICENSEES. City, upon written notice to Contractor, will have the right to immediately terminate this Agreement for violations of this provision by Contractor.

SECTION 26
FORCE MAJEURE

City and Contractor will exercise their best efforts to meet their respective duties and obligations as set forth in this Agreement, but will not be held liable for any delay or omission in performance due to force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government law, ordinance, or regulation; acts of God; acts of the public enemy; fires; strikes; lockouts; natural disasters; wars; riots; epidemics or pandemics; government action or inaction; orders of government; material or labor restrictions by any governmental authority; transportation problems; restraints or prohibitions by any court, board, department, commission, or agency of the United States or of any States; civil disturbances; other national or regional emergencies; or any other similar cause not enumerated herein but which is

beyond the reasonable control of the Party whose performance is affected (collectively, “Force Majeure Event”). The performance of any such obligation is suspended during the period of, and only to the extent of, such prevention or hindrance, provided the affected Party provides notice of the Force Majeure Event and an explanation as to how it prevents or hinders the Party’s performance as soon as reasonably possible after the occurrence of the Force Majeure Event, with the reasonableness of such notice to be determined by the City in its sole discretion. The notice required by this section must be addressed and delivered in accordance with Section 10 of this Agreement.


IN WITNESS WHEREOF, the parties have executed this Agreement in multiples in Tarrant County, Texas.

CITY OF FORT WORTH

By: Dana Burghdoff
Dana Burghdoff (Feb 20, 2025 15:55 CST)
Dana Burghdoff
Assistant City Manager

Date: 02/20/2025

REEDER INDUSTRIES, INC.

By: 
Blake Reeder (Feb 18, 2025 08:03 CST)
Blake Reeder
President

Date: 02/18/2025

Recommended:



Dave Lewis, Director
Park & Recreation Department



Joel W. McKnight (Feb 17, 2025 17:40 CST)

Joel W. McKnight, Assistant Director
Park & Recreation Department

APPROVED AS TO FORM AND LEGALITY:

Trey Qualls

Trey Qualls
Assistant City Attorney

ATTEST:

Jannette S. Goodall



Jannette S. Goodall
City Secretary

M&C: N/A
Form 1295: N/A

Contract Compliance Manager:

By signing, I acknowledge that I am the person responsible for the monitoring and administration of this contract, including all performance and reporting requirements.



Christopher Swindle
Sr. Contract Compliance Specialist

EXHIBIT A CONTRACT SPECIFICATIONS

1.0 GENERAL REQUIREMENTS

- 1.1** Contractor will provide mowing and grounds maintenance services ("Services") to the City (each a "Project Area" and, collectively, "Project Areas") in accordance with this Agreement, including all exhibits, which is attached hereto and incorporated herein for all purposes.
- 1.2** Following the award, additional service locations and/or services of the same general category that could have been encompassed in the award of this Agreement, and that are not already on the Agreement, may be added.

2.0 SPECIFICATIONS

- 2.1** The Services will consist of specific grounds maintenance activities at multiple North District and East District Traffic Dividers, Police Stations and Central District Locations. The Contractor is responsible for mowing all areas, removing all trash and litter from each Project Area, edging all curbs and sidewalks, and trimming all turf along pavement (including expansion cracks extending two (2) feet onto the pavement, curbs, on or around signs, posts, guard rails, sidewalks, and other obstacles). Litter only and irrigation repairs will be on an as-needed basis. Services will be provided based on the categories defined below:

3.0 DEFINITIONS

- 3.1** The following terms as used in this Agreement will have the meanings assigned to them:
 - 3.1.1** *Brush* – Shrubs, dense vegetation, prunings or other woody type plants.
 - 3.1.2** *Chemical Trimming* - The use of an herbicide (such as Roundup and/or an approved equal containing a pre-emergent, such as Surflan or an approved equal) as an alternative to the physical removal or cutting of plant material from areas to be trimmed.
 - 3.1.3** *Clumped Grass Cuttings* - Any accumulation of cut grass that, on the day of mowing, exceeds six (6) inches in height. These clumps are typically found in areas where mowing equipment has turned, reversing directions.
 - 3.1.4** *Department Contract Manager* – City of Fort Worth employee assigned to manage the compliance, oversight and/or administration of the contract or project for their department of employment.
 - 3.1.5** *Designee* – a City of Fort Worth employee assigned by the Department Contract Manager to assist with the compliance, oversight and/or administration of the contract of Project.

- 3.1.6** *Call Back* – When a Contractor is requested to return to a Project Area to correct Incomplete Work.
- 3.1.7** *Cycle* - Each time period in the mowing schedule for the mowing season. Each time period is defined by a beginning and ending date, during which all prescribed maintenance activities for each Project Area will be completed.
- 3.1.8** *Hot Spot* – Any area within the City of Fort Worth where urgent or non-urgent landscaping activities are requested. Priority determined by the Department Contract Manager or designee. Contractor waiver of acceptance of hot spot assignment is allowed.
- 3.1.9** *Inclement Weather* - Any rainy/wet or icy weather, or when the condition of the soil is such that the rutting of property will occur and cutting of grass cannot be accomplished safely or in a manner that will not rut up or cause any damage to the turf.
- 3.1.10** *Incomplete Work*-The failure of Contractor to perform the Services in accordance with this Agreement.
- 3.1.11** *Irrigation Systems* – Any area that is supplied with water to maintain the health of the grass and/or vegetation. Irrigation system checks and associated irrigation repairs should be done in accordance with current industry standards. If the system requires a system check, a monthly status report may be required to be provided along with the invoice as determined by the contract administrator. Seasonal clock and zone adjustments shall be part of the regular irrigation system check procedure to ensure healthy plants, water conservation and prevention of wasted water on the roadways.
- 3.1.12** *Irrigation Tech* - Licensed by TCEQ as a Licensed Technician who can connect a landscape irrigation system to a water supply, including installing a backflow prevention device; and may maintain, alter, repair, service, or direct the installation of an irrigation system under the supervision of a licensed irrigator.
- 3.1.13** *Licensed Irrigation Worker (Licenses Irrigator)* - Fully licensed by TCEQ and can sell, design, consult, install, maintain, alter, repair, or service an irrigation system, including the connection of such system to a private or public, raw or potable water supply or any water supply. This includes water wells in unincorporated areas of the state.
- 3.1.14** *Maintenance Schedule* - The time periods established by the City for the mowing season within which all prescribed maintenance activities for each area will be completed.
- 3.1.15** *Mowing Height* - The setting of mowing equipment to cut grass to a height of two (2) inches for project areas designated for 7- or 14- day mowing Cycles, to a height of three (3) inches for

- Project Areas designated for 21-, or more, day mowing Cycles, or as specified by the Contract Manager.
- 3.1.16** *Mowing Map* - A geographical map or image showing designated areas where grounds maintenance services should occur for each Project Area. Special instructions must be followed on any mow map in conjunction with general maintenance instructions.
- 3.1.17** *Mowing Season* - The time period typically beginning in March and ending in late November as determined annually by the Park & Recreation Department. Note: Typically, the mowing season will begin when grass and weeds start growing and the mowing season will end the latter part of November or after the first hard freeze.
- 3.1.18** *Non-Mow Area* - An area of land designated for wildflowers, flowers or natural regeneration of native grasses.
- 3.1.19** *Ozone Action Date* – The period from May 1st through October 31st (Ozone Season) of each year when ozone levels are critical. These days are determined by the Texas Commission on Environmental Quality (TCEQ) and are announced via television, radio and TX DOT highway information boards.
- 3.1.20** *Planting bed maintenance* – Areas of vegetation other than grass typically found surrounded by mulch. They must be maintained weed and litter free on each requested visit. Trimming of plants must be done in a fashion as to not harm or kill the plant. Care must be taken around all irrigation systems to prevent damage and loss of water.
- 3.1.21** *Purchase Order* – a City of Fort Worth written document, specifying the type of work, Contractor's name, Project Areas, beginning and end dates, and comments.
- 3.1.22** *Right of Way (R.O.W.)* – Any adjacent strip of vegetation next to a parkway. A minimum of 10 feet of mowing required unless otherwise stated on the mow map.
- 3.1.23** *Traffic Divider* – A barrier placed between the lanes of a road to divide traffic moving in opposite directions. Also known as a median, roundabout or traffic separator.
- 3.1.24** *Trip Charge* – An agreed upon fee approved by the Department Contract Manager or Designee.
- 3.1.25** *Trash and Litter* - Any debris within a Project Area including, but not limited to, paper, plastic, cans, bottles (including broken glass), cardboard, rags, bottle tops, tires, limbs and branches 4 inches or smaller in diameter, rocks, and other similar solid materials and foreign debris which is not intended to be present as part of the landscape. This is inclusive of the entire Project Areas, including streets, sidewalks, curbs, hillsides, ditches,

creeks, etc. In accordance with City Ordinance, garage sale signs and/or bandit signs found in median areas are also considered Trash and Litter. Trash can liners will be of heavy-duty grade as to prevent ripping and tearing when servicing.

3.1.26 *Windrow* – A line of mown grass that is dense enough to remain in place during a mow cycle and can prevent future vegetation growth. *TCEQ* - Texas Commission on Environmental Quality.

4.0 EQUIPMENT

- 4.1** Contractor will have available all necessary equipment and materials upon arrival at a Project Area to perform the Services in this Agreement.
- 4.2** All equipment must be in good repair at all times and be operated by responsible employees.
- 4.3** Contractor must maintain sharp blades on all mowing equipment to cleanly cut, not tear, the blades of grass.
- 4.4** Contractor will not store equipment on property owned by the City. Contractor must remove all equipment from each Project Area immediately after completing the mowing and grounds maintenance.

5.0 GROUNDS MAINTENANCE AND TRIMMING

- 5.1** Contractor must remove all Trash and Litter from the entire Project Areas, prior to initiating any mowing. Failure to remove Trash and Litter prior to mowing will result in the Contractor being required to return to the site and remove all new Trash and Litter, as well as all Trash and Litter that was mowed over. Any paper, cans, or bottles (cut or broken) found during maintenance operations must be completely removed from the Project Areas immediately prior to proceeding with the maintenance of other areas. All Trash and Litter must be disposed of by the Contractor at an off-site location procured by the Contractor at his/her sole expense.
- 5.2** Trash barrels will be serviced on an as-needed basis and the liner replaced with a heavy-duty bag as to prevent rips and tears when servicing. The bag must fill the entire barrel or container and be properly secured.
- 5.3** Any areas that have been mowed must have Trash and Litter removed the same day the mowing occurs and mowed grass must be blown or swept off of all curbs, gutters, sidewalks, trails, and other hard surfaces.
- 5.4** Contractor must report any illegal dumping, no later than the next business day after its discovery, to the Contract Manager.
- 5.5** All grass must be cut at the proper Mowing Height. The Contract Manager may make changes in the Mowing Height requirements.
- 5.6** Mowing below the proper Mowing Heights may result in scalping. The City may terminate this Agreement for Contractor's failure to mow at the proper Mowing Height. Contractor must pay all costs to repair damage caused by improper Mowing Heights.

- 5.7** Upon completion, a mowed Project Area must be free of Clumped Grass Cuttings, windrows, and tire/track ruts from equipment. Turf must be cut in a manner as to not scalp turf or leave areas of uncut grass, but to leave a crisp manicured finished appearance.
- 5.8** Removal of cut grass from turf areas will not be required, unless otherwise specified by the Contract Manager. Care must be taken to prevent discharge of grass clippings onto any surface, such as streets, curbs, gutters, parking lots, sidewalks, concrete pads, creeks, lakes, ponds, or adjacent properties.
- 5.9** All structures, trees, poles, tables, signs, fences, and shrub beds, are to be trimmed closely, where applicable. All trimming must be completed on the same day as all mowing operations. Special care must be taken when trimming around trees, as to not inflict damage to the bark of trees or any tree watering systems/TreeGators present. Any trees damaged by a contractor will be required to have tree guards installed at contractor expense.
- 5.10** Trim guards should be used on line trimmers when working around trees and ornamental shrubs. All trimming must be accomplished maintaining the required Mowing Height.
- 5.11** Trimming can be reduced by chemical edging, with prior written approval of the Contract Manager.
- 5.12** Chemical trimming is acceptable for the edging of all paved areas and trails; however, edged/treated area must never extend farther than 4" past the edge of the asphalt sidewalk and all dead grass/weeds must be removed. Vendor must have appropriate licenses to apply chemicals and notify the Department Contract Manager or Designee if chemicals are to be used.
- 5.13** All vegetation in cracks, seams, and joints of paved areas such as sidewalks, medians, curbs, gutters (two (2) feet out from the curb), and driveways must be cut down to the pavement surface during the completion of each mowing Cycle, where applicable.
- 5.14** Dead grass should be removed after any herbicide application.
- 5.15** Herbicide application must be in compliance with the State of Texas Structural Pest Control Board Laws and Regulations or the Texas Department of Agriculture Laws and Regulations. Contractor, or his/her representative, must have a copy of their pesticide license on file with the City of Fort Worth Contract Manager prior to the use of any herbicide.
- 5.16** Contractor must use reasonable care to avoid damaging buildings, equipment (including but not limited to irrigation heads and valve boxes), or vegetation on City or any other public or private property.
- 5.17** The Contractor must assess the Project Areas to be mowed, prior to starting, and make necessary adjustments to mowing methods in order to avoid cutting or damaging irrigation heads.
- 5.18** If the Contractor's failure to use reasonable care causes damage to any property, the Contractor must replace or repair the damage, within 72 hours of notification, at no expense to the City. If the Contractor fails or refuses to make such repair or replacement, the Contractor will be liable for the cost, which may be deducted from

payments made to the Contractor. Any trees damaged by a contractor will be required to have tree guards installed at contractor expense.

- 5.19** Contractors are not to use any motorized equipment between 6 A.M. and 10 A.M. on Ozone Action Days, unless the equipment is electric uses propane, diesel, or compressed natural gas as a fuel source, or meets California Air Resources Board (CARB) revision #2 standards.

6.0 BLOWING OF GRASS/DEBRIS

- 6.1** Chapter 12.5, Section 12.5-302, subsection (a) of the City Code provides that a person commits an offense if the person introduces or causes to be introduced into the MS4 (Municipal Separate Storm Sewer System) any discharge that is not composed entirely of storm water. Contractor will not blow grass clippings and other debris into creeks, lakes, ponds, or the adjoining street or roadway, or against fence lines. Mowing should be accomplished by discharging grass away from streets, parking lots, or other roadways. Any grass clippings deposited onto the sidewalk, fence line, gutter, or roadway, must be removed. Sidewalks, gutters, and roadways must be clean or have the appearance of being swept.

7.0 EDGING OF HARDSCAPES

- 7.1** Edging of sidewalks, driveways, and curbs, will be accomplished so that grass and weeds neither extend over the edge of the walks, trails, drives, or curbs more than one inch, nor cut back from the edge of walks, trails, drives, or curbs more than one inch. All concrete sidewalks, trails, curbs, walking paths, and steps must be mechanically edged, exposing the concrete surface. The Contractor may use a disc edger on a mower or similar device to edge the median as long as the produced edge meets the standard set forth in this section. All materials dislodged by edging must be removed from the site or blown back onto grass areas, as to leave a clean appearance. Concrete sidewalks must be edged on both sides.

8.0 TREES AND SHRUBS

- 8.1** No pruning of any tree will be permitted, unless specified otherwise in this Agreement. Broken limbs or tree debris, along with any trash or litter, must be removed from ornamental flower and planting beds, as well as from the entire Project Areas during each mowing Cycle. Mulch rings must be reshaped prior to leaving a Project Area when dislodged by mowing equipment. Failure to replace damaged trees will be considered a breach of this Agreement and the Contractor will be assessed for damages. Slight or moderate damages to trees will result in assessment of damage.
- 8.2** The Contractor will check trees in the Project Areas before work begins and report any damage to trees to the Contract Manager. If a contractor damages a tree, they will be required to install tree guards at their expense.
- 8.3** The Contract Manager will conduct random checks of the trees during the Initial Term and any Renewal Term of the Agreement.
- 8.4** A check of all trees may be made by the City prior to the end of the Initial Term or any Renewal Term. City Forester, Contract Manager, and Contractor must attend the inspection.

- 8.5** Damages must be documented by memo to the City Forester with a copy to the contract file and the Contractor.
- 8.6** The Contractor may have the option of replacement or payment for severely damaged trees at a location to be designated by the Property Management Department. Replacement must be made on caliper inch per caliper inch basis, with a minimum size replacement tree of 2 inch in caliper. The Contractor will be responsible for the planting, watering, mulching, and maintenance of replacement trees for a period not less than two years.
- 8.7** Any tree that does not survive the two-year established period must be compensated for by the Contractor to the Property Management Department at a rate of \$200.00 per caliper inch.
- 8.8** Damages will be assessed at a rate of: \$100.00 for each instance of slight damage to the tree(s), this is damage that may heal, examples include, but are not limited to, scaling of the trunk into the cambial layer 1" to 2" in width, but less than 1/3 trunk circumference, or breaking of limbs less than 2" in diameter, or limbs less than 1/3 trunk caliper, whichever is less; \$300.00 for each instance of moderate damage to the tree(s), which in the opinion of the City Forester contribute to the poor health and reduced longevity of the tree, examples include, but are not limited to, scaling of the trunk into the cambial layer greater than 2" but less than 1/3 of the trunk circumference, or breaking of limbs more than 2" in diameter but less than 1/3 caliper. Severe damage or removal of trees is subject to the payment of damages in the amount of \$200.00 per diameter inch of trees removed or damaged for trees less than 30", \$400.00 per diameter inch of trees greater than 30". Severe damage or removal must include, but is not limited to, scarring of the trunk to the cambial layer greater than 1/3 trunk circumference, uprooting or causing a tree to lean, damage to a scaffolding branch greater than 1/3 trunk caliper. Branches must be measured at the point of attachment or at the lateral to which the branch would be pruned back according to the ANSI standards. Trees greater than 6" in caliper must be measured using diameter at breast height (DBH). In addition to any penalties or damages assessed by the Property Management Department, trees severely damaged or removed will also be subject to fines and penalties of the Tree Conservation Ordinance of the Fort Worth Zoning Code. Trees that must be removed due to damage caused by the Contractor will be removed by the Forestry Section Tree Removal Contractor at the Mowing Contractor's expense.
- 8.9** Failure to replace or pay for damaged trees will result in a breach of contract and the Contractor will be automatically assessed damages. Damages as described herein will be deducted from payments otherwise due to the Contractor.

9.0 IRRIGATION – If Applicable

- 9.1** Contractor shall have access to all manufactured brands to ensure new parts are compatible with existing systems.
- 9.2** Contractor shall respond to non-emergency requests within twenty-four (24) hours to schedule a date and time for services.
- 9.3** Contractor shall respond to requests for inclement weather preparations within four (4) hours, including requests for pretreatment.
- 9.4** If the Contractor encounters unforeseen conditions which impacts the work, which could

not initially be evaluated, the Contractor shall notify the Department's authorized employee(s) immediately.

9.5 Services shall include, but not limited to:

- 9.5.1** Inspect controller to ensure it is plugged and functioning properly.
- 9.5.2** Update time and date.
- 9.5.3** Check connections on all wires to ensure all sensors, such as rain and freeze are properly connected and working per manufacturer's specifications.
- 9.5.4** Replace back up battery.
- 9.5.5** Change watering schedule to reflect the current season and irrigation needs of the landscape.
- 9.5.6** Turn on each zone to look for system damage such as leaking pipes or valves, broken or missing heads, clogged nozzles, seal leaks, sunken heads, tilted heads, overspray and pressure problems.
- 9.5.7** Provide irrigation checklist sheet after each inspection, the City can provide a template if the contractor does not have a checklist sheet.
- 9.5.8** Make repairs as needed.
- 9.5.9** Irrigation shut off services.
- 9.5.10** Inclement weather pretreatment and/or prevention services.

10.0 ADDITIONAL SERVICES

10.1.1 Litter Pickup

10.1.2 The Contractor shall perform a litter only pickup service on an as-needed basis that excludes any grass maintenance. They will pick up all litter and dispose of it properly at contractors' expense.

10.1.3 The Contractor shall provide photographic evidence of full and partial trash bags or loose debris removed from the Project Area when using On-Call Litter Services. An accurate count of full trash bags hauled away shall be provided to the Contract Administrator when requested.

11.0 FENCES

11.1 Contractor will use care when mowing or edging around fences. This includes metal, wood or other material fence. Grass must be directed away from fence, but does not have to be caught or removed from the Project Areas.

11.2 Contractor will check fences in the Project Areas before contract work begins. Any damage Contractor discovers must be documented and reported to the Contract Manager by the Contractor.

11.3 Contract Manager will conduct random checks of the fences during the contract period.

11.4 Damages must be documented by memo to the Contract Manager with a copy to the contract file and the Contractor.

11.5 Contractor may have the option of replacement or payment for severely damaged fences as determined in cooperation with Risk Management, Contract Manager and

the fence owner.

12.0 HAZARDOUS CONDITIONS

12.1 Contractor is required to notify the Contract Manager immediately of any hazardous conditions and/or damage to City property.

13.0 HARD SURFACE MEDIANS

13.1 End caps or traffic islands within or adjacent to the Project Areas, which are not specifically identified in these specifications, will be deemed to be a part of the Project Areas where Contractor will perform Services.

14.0 CONCURRENT CONTRACTS

14.1 In the event that any one Contractor is awarded contracts for mowing more than one Project Area, the Contractor must proceed with work simultaneously in all areas awarded.

15.0 SUPERVISION OF WORK CREW

15.1 Contractor must provide supervision of all work crews while performing work under this Agreement. On-site supervision is not required as long as communication equipment is provided, which enables the work crew to communicate with a project supervisor at all times. Each work crew must have a designated person on the work site that has the authority to respond to inquiries about work details or priorities.

15.2 Contractor shall follow established safety protocols of the equipment manufacturer, insurer and OSHA, where applicable. If equipment will be used adjacent to a parkway, high visibility reflectors and signs are required. The correct class or rating of visibility vests and safety glasses shall be in good condition and is required for all assigned work areas within the City.

15.3 A copy of the Contractors safety manual shall be presented to the Contract Administrator prior to the start of the mow season. Safety information regarding ROPS (Rollover Protective System) must be included if equipment is equipped or has the potential to be equipped with this safety feature.

15.4 Fire extinguishers are recommended to be on board of fleet vehicles and preferably riding mowers.

16.0 SAFETY OF WORK CREW

16.1 Contractor shall wear and/or display proper warning devices (safety vest, flashers, strobe lights, warning signs, etc.) in order to ensure both employee and public safety. Uniforms are preferred but are not required; contractor and his employees shall dress and remain dressed in a presentable fashion due to high public visibility of these employees. Should problems occur, Contractor will be advised of the circumstances and shall take appropriate action. Dressing problems include but are not limited to bare chest (no shirt), shorts while trimming or edging, and absence or improper use of safety devices. All PPE must meet all applicable OSHA standards and regulations. Contractor shall bear sole responsibility of compliance with PPE requirements. Additionally, each tractor is required to have a working fire extinguisher on board at all times. The Contractor shall be responsible for furnishing all signs and traffic controls in

accordance with the Texas Manual on Uniform Traffic Control Devices, and make adjustments as required by Contract Coordinator or designee.

16.2 All signs must be mounted on their own stands, not less than three feet (3 ft.) from the bottom of the sign to the natural ground line. Each sign shall have two brightly colored safety flags attached to it. It will not be permissible to hang or lean these signs. The signs shall be erected in such a manner that they will not obstruct the traveling public view of the normal roadway signing.

16.3 Contractor must turn in a traffic control plan and equipment staging areas on the Operational Plan. Regulations can be found through the Department of Public Works and Transportation.

16.4 Performance measure: **Proper warning devices & clothing due to high visibility of employees that work on roadway**

17.0 STREET USE PERMIT

17.1 Contractor will be required to obtain a "Street Use Permit" prior to starting work. Contact Parkway Services Division: 100 Fort Worth Trail, Fort Worth TX 76102 (817) 392- 6594 for inquiries regarding permit.

17.2 Contractor will be responsible for providing traffic control while performing Services in accordance with this Agreement, consistent with the provisions set forth in the latest edition of the "Texas Manual on Uniform Traffic Control Devices" and the Texas Transportation Code.

17.3 Contractor will not remove any regulatory sign, instructional sign, street name sign, or other sign which has been erected by the City.

18.0 PURCHASE ORDERS

18.1 A Purchase Order will consist of a written document, specifying the type of work, Contractor's name, Project Areas, beginning and end dates, by the City and comments.

18.2 Contractor will not begin work on the Project Areas until a Purchase Order is received by the Contractor from the City.

18.3 Failure to obtain a Purchase Order prior to beginning a maintenance Cycle may result in non-payment for work performed. If purchase order is unavailable or incorrect, Contractor must notify the City immediately and obtain written approval prior to starting any Services.

18.4 Electronic Work Orders - The City utilizes electronic work orders. **All contractors must have the technological capability to use the City's Electronic Work Order System.** Contractors will be required to have high-speed access to the Internet in order to receive Work Orders and submit proof of compliance with Work Orders, including photographs of completed work. Minimum specifications required for electronic Work Orders are:

18.4.1 Digital cameras or phone with a camera, capable of at least 12 mega-pixel with image resolution of 1280 x 1224 that adds date stamp on the face of the picture.

18.4.2 WIRELESS READY- The ability to accept Work Orders and send

completed Work Orders from a mobile wireless device, laptop, or other similar equipment.

18.4.2.1 Work Orders will be provided to Contractor(s) electronically via the Internet, and the City will receive completed Work Orders from the Contractor, with all required documentation, in the same manner.

18.4.2.2 Contractors will be responsible for ensuring and maintaining compatibility with the City's system.

18.4.2.3 The City reserves the right to accept or deny completed Work Orders that are submitted by any other means.

18.4.3 CELL PHONE REQUIREMENTS

18.4.3.1 Contractor must have an Android or iPhone cellular telephone.

18.4.3.1.1 All cellular telephones used for contracted mowing must have:

18.4.3.1.1.1 An active internet and data plan able to support up to 10 gigabytes of data per month;

18.4.3.1.1.2 An Android 8 or iOS 11, or better, operating system;

18.4.3.1.1.3 A camera that can take pictures at 12 megapixels and up; and

18.4.3.1.1.4 A storage capacity of 128 gigabytes or more.

19.0 SCHEDULING

19.1 SCHEDULES

19.1.1 The Contractor must mow scheduled Project Areas no earlier or later than 2 days of the assigned mowing date. The City of Fort Worth has the right to require the Maintenance Schedule to be submitted electronically, including through an electronic Work Order system utilized by the City, or by a City approved cell phone application.

19.1.2 Upon approval by the Contract Manager, the Contractor must comply with the written Maintenance Schedule throughout the mowing season. The next mowing Cycle Work Order will not be issued until the current Cycles' Work Order is closed.

19.1.3 If the Contractor expects to vary from the schedule, the Contractor must notify the Contract Manager of the variation in advance and specify an alternate Maintenance Schedule. Alternate Maintenance Schedules are subject to approval by the Contract Manager.

19.2 CHANGES IN SCHEDULES

19.2.1 The Contract Manager has the authority to alter, cancel, or reassign to another Contractor scheduled mowing Cycles on a week-to-week basis. The changes will be based upon need, weather conditions, and available funding. The Contractor will be notified by email of such changes.

19.2.2 The City reserves the right to perform grounds maintenance operations during cancelled or altered Cycles.

19.2.3 The Contract Manager may change the frequency of grounds maintenance Cycles based on maintenance needs.

19.3 COMPLETED WORK ORDERS

19.3.1 The Contractor must use the most recent format or version of the completed work orders provided by the Contract Manager at all times. The Contractor will submit daily completed work orders using the electronic work order system utilized by the City.

19.3.2 The Contractor must submit each day's completed work orders that are ready for inspection within the first regular work day after the maintenance is completed.

19.3.3 Failure to submit "or close" assigned work orders or obtain approval for any delay from the assigned Contract Manager on the next regular work day after work is completed may result in the Contractor not being paid for the work performed.

20.0 PERFORMANCE

20.1 Upon issuance of a Work Order, the Contractor must begin work and proceed with all reasonable dispatch to complete it. The Contractor must maintain the same schedule as the one agreed to with the Contract Manager at the beginning of the Mowing Season.

20.2 The Contractor will be required to maintain all Project Areas assigned during the maintenance Cycles.

20.3 Inclement Weather may result in the cancellation of a mowing Cycle only if the Contract Manager determines that there was an insufficient time period available during the mowing Cycle for the Services to be performed. Contractor will not be paid for any cancelled mow Cycle.

20.4 The Contractor may be required to return to maintain specific locations due to Incomplete Work. Any such Call Back must be completed within three (3) calendar days of the request. Failure to complete work identified in the Call Back will result in non-payment for the Incomplete Work.

20.5 Contractors performing a Call Back within 3 calendar days must complete all items deemed unacceptable in the first inspection of the original scheduled mow. Failure to do so will result in non-payment for Incomplete Work.

20.6 Contractor will ONLY be paid for work completed during the established mowing Cycle, unless due to weather or other valid reason which the Contract Manager has granted an extension to the scheduled mowing Cycle.

20.7 Failure to complete work in accordance with the approved schedule, Call Back and/or submitted work orders within the required timeframes may result in Contractor paying to the City the City's cost in correcting the work or termination of the Agreement.

20.8 If the City determines that the work is not acceptable and the issue is not resolved within three (3) calendar days of the City's request to correct the work, the City has the right to reassign the work to another contractor or perform the work with City

personnel. Should the work be assigned to another contractor or completed by City personnel, the Contractor must pay to the City the City's cost for paying another contractor to perform the work or for City staff to perform the work. Such amounts may be deducted from any invoices paid by the City to Contractor.

20.9 All work shall be in accordance with the latest edition of all applicable Local, State, and Federal Laws, Codes and Regulations.

20.10 Contractor shall be responsible for obtaining all required permits.

20.11 Contractor shall have work inspected by a supervisor upon completion.

21.0 PHOTOGRAPHIC EVIDENCE

21.1 The Contractor is responsible for providing before and after photographs of all Project Areas completed. Photographs must be submitted through the electronic Work Order system within 48 hours of the photographed Project Area being mowed. Uploading photographs into the Work Order system later than 48 hours after being mowed will not be considered as evidence for payment.

21.2 All photographs must be time and date stamped.

21.3 Inspection reports documenting Incomplete Work or poor performance will have photographic evidence attached. The Contractor's response will include photos of the precise location of the corrected work, framed with the same background as the original inspection photograph.

21.4 Failure to provide photographic proof upon request will result in non-payment for the service location until proper photographic evidence is submitted to the City.

22.0 POINT OF CONTACT

22.1 For accessibility, the Contractor must designate at least one (1) person as Point of Contact with a current office phone number or cell phone number and an email address.

22.2 The Contractor's Point of Contact must respond to calls, voicemails, and emails within one (1) hour during normal business hours.

22.3 Notification of any changes in contractor's contact number or personnel must be emailed to **CFWMOWING@FORTWORTHTEXAS.GOV** within 3 business days of the change.

23.0 ON-CALL MOWING

23.1 To address ever changing inventory the City will have new areas needing complete or spot mowing on a one-time or reoccurring basis. The City will provide contractors the opportunity to add to their inventory these additional areas.

23.2 The City may request Contractor to mow on-call mowing areas at pricing equivalent to comparable areas in Contractor's awarded contract or prices submitted by Contractor in the bid solicitation.

23.2.1 Contract Manager will approve contractor's submitted price for the job before work begins.

23.3 Pricing exceeding Contractor's comparable Project Areas or solicitation pricing must be approved by the Contract Manager.

23.3.1 Contractor has the right to decline or accept On-Call Mowing work.

23.4 In the event the Contractor accepts the On-Call Mowing work, Contractor will be

issued a Work Order for the On-Call area identifying the work to be performed, the number of times performance is required and the agreed upon price.

23.4.1 No one contractor is granted exclusive rights to On-Call Mowing projects or have first rights of refusal in the event service is requested again.

23.5 Contractors must be in good standing with current inventory in order to perform On-Call Mowing services.

23.6 Should a scheduling conflict arise between the On-Call project and a previously contracted mow area, contractor must notify Contract Manager immediately and decline the On-Call service.

24.0 MEETINGS

24.1 Contactor will attend mandatory informational meetings scheduled by Contract Manager to support City of Fort Worth mowing initiatives.

**EXHIBIT B
PRICE SCHEDULE**

[CONTINUED BELOW]

- 1) Bidding on all line items on this bid is not required, however, must bid on all items in a category section. For example: Must bid on all line items on all East District Traffic Dividers or none at all.
- 2) Unit prices shall include all costs associated with the specified work, including but not limited to handling, delivery, fuel charges, fees and certification fees. NO ADDITIONAL CHARGES WILL BE ACCEPTED OR PAID BY THE CITY.

[illegible]

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Pricing Sheet - RFP 25-0005 Grounds Maintenance

Address	Mileage	Unit of Measure	Quantity	7 Day Cycle Unit Price	7 Day Cycle Total	14 Day Cycle Unit Price	14 Day Cycle Total	Quantity	21 Day Cycle Unit Price	21 Day Cycle Total	50.00 \$	50.00 \$	400.00 \$	
1837 Avenue Rd			0	0.4	EA	8	50.00 \$	400.00 \$	8	50.00 \$	400.00 \$	8	50.00 \$	400.00 \$
1800 Main St			0	2.20	EA	8	175.00 \$	1,400.00 \$	8	175.00 \$	1,400.00 \$	8	175.00 \$	1,400.00 \$
2000 Bradley St			0	5.30	EA	8	40.00 \$	3,200.00 \$	8	40.00 \$	3,200.00 \$	8	40.00 \$	3,200.00 \$
Edgewood Park			0	2.50	EA	8	195.75 \$	1,566.00 \$	8	195.75 \$	1,566.00 \$	8	195.75 \$	1,566.00 \$
Edgewood Park			0	4.70	EA	8	54.25 \$	434.00 \$	8	54.25 \$	434.00 \$	8	54.25 \$	434.00 \$
Edgewood Park			0	4.70	EA	8	40.00 \$	3,624.00 \$	8	40.00 \$	3,624.00 \$	8	40.00 \$	3,624.00 \$
Edgewood Park			0	8.80	EA	8	42.00 \$	496.00 \$	8	42.00 \$	496.00 \$	8	42.00 \$	496.00 \$
Edgewood Park			0	8.4	EA	8	40.00 \$	3,200.00 \$	8	40.00 \$	3,200.00 \$	8	40.00 \$	3,200.00 \$
Edgewood Park			0	5.00	EA	8	40.00 \$	3,600.00 \$	8	40.00 \$	3,600.00 \$	8	40.00 \$	3,600.00 \$
Edgewood Park			0	1.80	EA	8	372.00 \$	2,976.00 \$	8	372.00 \$	2,976.00 \$	8	372.00 \$	2,976.00 \$
Edgewood Park			0	3.80	EA	8	40.00 \$	3,560.00 \$	8	40.00 \$	3,560.00 \$	8	40.00 \$	3,560.00 \$
Edgewood Park			0	1.10	EA	8	40.00 \$	3,200.00 \$	8	40.00 \$	3,200.00 \$	8	40.00 \$	3,200.00 \$
Edgewood Park			0	5.30	EA	8	40.00 \$	3,200.00 \$	8	40.00 \$	3,200.00 \$	8	40.00 \$	3,200.00 \$
Edgewood Park			0	1.4	EA	8	100.20 \$	873.20 \$	8	100.20 \$	873.20 \$	8	100.20 \$	873.20 \$
Edgewood Park			0	4.10	EA	8	317.75 \$	2,542.00 \$	8	317.75 \$	2,542.00 \$	8	317.75 \$	2,542.00 \$
Edgewood Park			0	1.00	EA	8	82.15 \$	67.20 \$	8	82.15 \$	67.20 \$	8	82.15 \$	67.20 \$
Edgewood Park			0	11.70	EA	8	800.75 \$	7,248.00 \$	8	800.75 \$	7,248.00 \$	8	800.75 \$	7,248.00 \$
Edgewood Park			0	6.00	EA	8	50.00 \$	400.00 \$	8	50.00 \$	400.00 \$	8	50.00 \$	400.00 \$
Edgewood Park			0	16.00	EA	8	1,000.00 \$	8,000.00 \$	8	1,000.00 \$	8,000.00 \$	8	1,000.00 \$	8,000.00 \$
Edgewood Park			0	4.20	EA	8	50.00 \$	400.00 \$	8	50.00 \$	400.00 \$	8	50.00 \$	400.00 \$
Edgewood Park			0	1.80	EA	8	180.00 \$	1,440.00 \$	8	180.00 \$	1,440.00 \$	8	180.00 \$	1,440.00 \$
Edgewood Park			0	2.00	EA	8	120.00 \$	960.00 \$	8	120.00 \$	960.00 \$	8	120.00 \$	960.00 \$
Edgewood Park			0	1.30	EA	8	100.75 \$	806.00 \$	8	100.75 \$	806.00 \$	8	100.75 \$	806.00 \$
Edgewood Park			0	5.40	EA	8	2,400.00 \$	19,800.00 \$	8	2,400.00 \$	19,800.00 \$	8	2,400.00 \$	19,800.00 \$
Edgewood Park			0	5.00	EA	8	307.50 \$	3,000.00 \$	8	307.50 \$	3,000.00 \$	8	307.50 \$	3,000.00 \$
Edgewood Park			0	30.3	EA	8	3,045.75 \$	24,366.00 \$	8	3,045.75 \$	24,366.00 \$	8	3,045.75 \$	24,366.00 \$
Edgewood Park			0	2.20	EA	8	170.50 \$	1,364.00 \$	8	170.50 \$	1,364.00 \$	8	170.50 \$	1,364.00 \$
Edgewood Park			0	5.8	EA	8	440.50 \$	3,560.00 \$	8	440.50 \$	3,560.00 \$	8	440.50 \$	3,560.00 \$
Edgewood Park			0	10.3	EA	8	700.25 \$	6,300.00 \$	8	700.25 \$	6,300.00 \$	8	700.25 \$	6,300.00 \$
Edgewood Park			0	12.50	EA	8	900.25 \$	7,940.00 \$	8	900.25 \$	7,940.00 \$	8	900.25 \$	7,940.00 \$
Edgewood Park			0	6.5	EA	8	407.50 \$	3,500.00 \$	8	407.50 \$	3,500.00 \$	8	407.50 \$	3,500.00 \$
Edgewood Park			0	2.20	EA	8	170.70 \$	1,410.00 \$	8	170.70 \$	1,410.00 \$	8	170.70 \$	1,410.00 \$
Edgewood Park			0	3.30	EA	8	205.75 \$	2,460.00 \$	8	205.75 \$	2,460.00 \$	8	205.75 \$	2,460.00 \$
Edgewood Park			0	10.10	EA	8	702.75 \$	6,200.00 \$	8	702.75 \$	6,200.00 \$	8	702.75 \$	6,200.00 \$
Edgewood Park			0	3.00	EA	8	232.50 \$	1,860.00 \$	8	232.50 \$	1,860.00 \$	8	232.50 \$	1,860.00 \$
Edgewood Park			0	11.8	EA	8	914.50 \$	7,310.00 \$	8	914.50 \$	7,310.00 \$	8	914.50 \$	7,310.00 \$
Edgewood Park			0	8.50	EA	8	3,442.50 \$	20,140.00 \$	8	3,442.50 \$	20,140.00 \$	8	3,442.50 \$	20,140.00 \$
Edgewood Park			0	1.80	EA	8	143.30 \$	1,440.00 \$	8	143.30 \$	1,440.00 \$	8	143.30 \$	1,440.00 \$
Edgewood Park			0	23.5	EA	8	1,821.25 \$	14,570.00 \$	8	1,821.25 \$	14,570.00 \$	8	1,821.25 \$	14,570.00 \$
Edgewood Park			0	2.5	EA	8	105.75 \$	1,500.00 \$	8	105.75 \$	1,500.00 \$	8	105.75 \$	1,500.00 \$
Edgewood Park			0	1.50	EA	8	140.25 \$	900.00 \$	8	140.25 \$	900.00 \$	8	140.25 \$	900.00 \$
Edgewood Park			0	11.20	EA	8	1,170.00 \$	9,420.00 \$	8	1,170.00 \$	9,420.00 \$	8	1,170.00 \$	9,420.00 \$
Edgewood Park			0	24.00	EA	8	1,800.00 \$	14,800.00 \$	8	1,800.00 \$	14,800.00 \$	8	1,800.00 \$	14,800.00 \$
Edgewood Park			0	6.00	EA	8	40.50 \$	372.00 \$	8	40.50 \$	372.00 \$	8	40.50 \$	372.00 \$
Edgewood Park			0	4.20	EA	8	325.50 \$	2,600.00 \$	8	325.50 \$	2,600.00 \$	8	325.50 \$	2,600.00 \$
Edgewood Park			0	7.50	EA	8	505.75 \$	4,520.00 \$	8	505.75 \$	4,520.00 \$	8	505.75 \$	4,520.00 \$
Edgewood Park			0	2.30	EA	8	170.25 \$	1,420.00 \$	8	170.25 \$	1,420.00 \$	8	170.25 \$	1,420.00 \$
Edgewood Park			0	4.4	EA	8	800.00 \$	7,600.00 \$	8	800.00 \$	7,600.00 \$	8	800.00 \$	7,600.00 \$
Edgewood Park			0	0.00	EA	8	200.0000 \$	200.0000 \$	8	200.0000 \$	200.0000 \$	8	200.0000 \$	200.0000 \$
Edgewood Park			0	2.20	EA	8	170.70 \$	1,410.00 \$	8	170.70 \$	1,410.00 \$	8	170.70 \$	1,410.00 \$
Edgewood Park			0	3.30	EA	8	205.75 \$	2,460.00 \$	8	205.75 \$	2,460.00 \$	8	205.75 \$	2,460.00 \$
Edgewood Park			0	10.10	EA	8	702.75 \$	6,200.00 \$	8	702.75 \$	6,200.00 \$	8	702.75 \$	6,200.00 \$
Edgewood Park			0	3.00	EA	8	232.50 \$	1,860.00 \$	8	232.50 \$	1,860.00 \$	8	232.50 \$	1,860.00 \$
Edgewood Park			0	11.8	EA	8	914.50 \$	7,310.00 \$	8	914.50 \$	7,310.00 \$	8	914.50 \$	7,310.00 \$
Edgewood Park			0	8.50	EA	8	3,442.50 \$	20,140.00 \$	8	3,442.50 \$	20,140.00 \$	8	3,442.50 \$	20,140.00 \$
Edgewood Park			0	1.80	EA	8	143.30 \$	1,440.00 \$	8	143.30 \$	1,440.00 \$	8	143.30 \$	1,440.00 \$
Edgewood Park			0	23.5	EA	8	1,821.25 \$	14,570.00 \$	8	1,821.25 \$	14,570.00 \$	8	1,821.25 \$	14,570.00 \$
Edgewood Park			0	2.5	EA	8	105.75 \$	1,500.00 \$	8	105.75 \$	1,500.00 \$	8	105.75 \$	1,500.00 \$
Edgewood Park			0	1.50	EA	8	140.25 \$	900.00 \$	8	140.25 \$	900.00 \$	8	140.25 \$	900.00 \$
Edgewood Park			0	11.20	EA	8	1,170.00 \$	9,420.00 \$	8	1,170.00 \$	9,420.00 \$	8	1,170.00 \$	9,420.00 \$
Edgewood Park			0	24.00	EA	8	1,800.00 \$	14,800.00 \$	8	1,800.00 \$	14,800.00 \$	8	1,800.00 \$	14,800.00 \$
Edgewood Park			0	6.00	EA	8	40.50 \$	372.00 \$	8	40.50 \$	372.00 \$	8	40.50 \$	372.00 \$
Edgewood Park			0	4.20	EA	8	325.50 \$	2,600.00 \$	8	325.50 \$	2,600.00 \$	8	325.50 \$	2,600.00 \$
Edgewood Park			0	7.50	EA	8	505.75 \$	4,520.00 \$	8	505.75 \$	4,520.00 \$	8	505.75 \$	4,520.00 \$
Edgewood Park			0	2.30	EA	8	170.25 \$	1,420.00 \$	8	170.25 \$	1,420.00 \$	8	170.25 \$	1,420.00 \$
Edgewood Park			0	4.4	EA	8	800.00 \$	7,600.00 \$	8	800.00 \$	7,600.00 \$	8	800.00 \$	7,600.00 \$
Edgewood Park			0	0.00	EA	8	200.0000 \$	200.0000 \$	8	200.0000 \$	200.0000 \$	8	200.0000 \$	200.0000 \$
Edgewood Park			0	2.20	EA	8	170.70 \$	1,410.00 \$	8	170.70 \$	1,410.00 \$	8	170.70 \$	1,410.00 \$
Edgewood Park			0	3.30	EA	8	205.75 \$	2,460.00 \$	8	205.75 \$	2,460.00 \$	8	205.75 \$	2,460.00 \$
Edgewood Park			0	10.10	EA	8	702.75 \$	6,200.00 \$	8	702.75 \$	6,200.00 \$	8	702.75 \$	6,200.00 \$
Edgewood Park			0	3.00	EA	8	232.50 \$	1,860.00 \$	8	232.50 \$	1,860.00 \$	8	232.50 \$	1,860.00 \$
Edgewood Park			0	11.8	EA	8	914.50 \$	7,310.00 \$	8	914.50 \$	7,310.00 \$	8	914.50 \$	7,310.00 \$
Edgewood Park			0	8.50	EA	8	3,442.50 \$	20,140.00 \$	8	3,442.50 \$	20,140.00 \$	8	3,442.50 \$	20,140.00 \$
Edgewood Park			0	1.80	EA	8	143.30 \$	1,440.00 \$	8	143.30 \$	1,440.00 \$	8	143.30 \$	1,440.00 \$
Edgewood Park			0	23.5	EA	8	1,821.25 \$	14,570.00 \$	8	1,821.25 \$	14,570.00 \$	8	1,821.25 \$	14,570.00 \$
Edgewood Park			0	2.5	EA	8	105.75 \$	1,500.00 \$	8	105.75 \$	1,500.00 \$	8	105.75 \$	1,500.00 \$
Edgewood Park			0	1.50	EA	8	140.25 \$	900.00 \$	8	140.25 \$	900.00 \$	8	140.25 \$	900.00 \$
Edgewood Park			0	11.20	EA	8	1,170.00 \$	9,420.00 \$	8	1,170.00 \$	9,420.00 \$	8	1,170.00 \$	9,420.00 \$
Edgewood Park			0	24.00	EA	8	1,800.00 \$	14,800.00 \$	8	1,800.00 \$	14,800.00 \$	8	1,800.00 \$	14,800.00 \$
Edgewood Park			0	6.00	EA	8	40.50 \$	372.00 \$	8	40.50 \$	372.00 \$	8	40.50 \$	372.00 \$
Edgewood Park			0	4.20	EA	8	325.50 \$	2,600.00 \$	8	325.50 \$	2,600.00 \$	8	325.50 \$	2,600.00 \$
Edgewood Park			0	7.50	EA	8	505.75 \$	4,520.00 \$	8	505.75 \$	4,520.00 \$	8	505.75 \$	4,520.00 \$
Edgewood Park			0	2.30	EA	8	170.25 \$	1,420.00 \$	8	170.25 \$	1,420.00 \$	8	170.25 \$	1,420.00 \$
Edgewood Park			0	4.4	EA	8	800.00 \$	7,600.00 \$	8	800.00 \$	7,600.00 \$	8	800.00 \$	7,600.00 \$
Edgewood Park			0	0.00	EA	8	200.0000 \$	200.0000 \$	8	200.0000 \$	200.0000 \$	8	200.0000 \$	200.0000 \$
Edgewood Park			0	2.20	EA	8	170.70 \$	1,410.00 \$	8	170.70 \$	1,410.00 \$	8	170.70 \$	1,410.00 \$
Edgewood Park			0	3.30	EA	8	205.75 \$	2,460.00 \$	8	205.75 \$	2,460.00 \$	8	205.75 \$	2,460.00 \$
Edgewood Park			0	10.10	EA	8	702.75 \$	6,200.00 \$	8	702.75 \$	6,200.00 \$	8	702.75 \$	6,200.00 \$
Edgewood Park			0											

[illegible]

Pricing Sheet - RFP 25-0005 Grounds Maintenance

[illegible]

[illegible]

Pricing Sheet - RFP 25-0005 Grounds Maintenance

[illegible]

[illegible]

[illegible]

Pricing Sheet - RFP 25-0005 Grounds Maintenance

[illegible]

Pricing Sheet - RFP 25-0005 Grounds Maintenance

[illegible]

Category 6 - Corner Clips Grounds Maintenance (See Exhibit F) - Includes but is not limited to *brush and litter pickup, mowing, string trimming, edging and blowing of clipping off all hard surfaces.*

Address	District	Counters	Unit of Measure	Quantity	7 Day Cycle Price	7 Day Cycle Total	Quantity	14 Day Cycle Price	14 Day Cycle Total	Quantity	21 Day Cycle Price	21 Day Cycle Total
10000 Lake County Dr	South	1	EA	8	\$ 75.00	600.00	8	\$ 75.00	600.00	8	\$ 75.00	600.00
15000 Thompson Rd	North	2	EA	8	\$ 150.00	1,200.00	8	\$ 150.00	1,200.00	8	\$ 150.00	1,200.00
12000 N 3rd St	North	4	EA	8	\$ 300.00	2,400.00	8	\$ 300.00	2,400.00	8	\$ 300.00	2,400.00
14000 Hwy 100	North	2	EA	8	\$ 150.00	1,200.00	8	\$ 150.00	1,200.00	8	\$ 150.00	1,200.00
7000 1st Highway Dr	South	2	EA	8	\$ 150.00	1,200.00	8	\$ 150.00	1,200.00	8	\$ 150.00	1,200.00
1000 E 10th St	North	2	EA	8	\$ 150.00	1,200.00	8	\$ 150.00	1,200.00	8	\$ 150.00	1,200.00
6000 Broadway Avenue	South	1	EA	8	\$ 75.00	600.00	8	\$ 75.00	600.00	8	\$ 75.00	600.00
6200 Commercial Midway Creek Rd	South	2	EA	8	\$ 75.00	600.00	8	\$ 75.00	600.00	8	\$ 75.00	600.00
20000 Duxbury Ave	North	1	EA	8	\$ 75.00	600.00	8	\$ 75.00	600.00	8	\$ 75.00	600.00
3000 Duxbury Ave	South	1	EA	8	\$ 75.00	600.00	8	\$ 75.00	600.00	8	\$ 75.00	600.00
10000 Kettle Hill Rd	North	2	EA	8	\$ 150.00	1,200.00	8	\$ 150.00	1,200.00	8	\$ 150.00	1,200.00

Pricing Sheet - RFP 25-0005 Grounds Maintenance

[illegible]

Pricing Sheet - RFP 25-0005 Grounds Maintenance

[illegible]

Category 7 - West District Traffic Dividers Grounds Maintenance (See Exhibit G) - Includes but is not limited to trash and litter pickup, mowing, string trimming, edging, and blowing of clippings off all hard surface.

[illegible]

Pricing Sheet - RFP 25-0005 Grounds Maintenance

[illegible]

Category 8 - South District Traffic Dividers Maintenance (See Exhibit H) - Includes but is not limited to trash and litter pickup, mowing, string trimming, edging, and blowing of clippings off all hard surfaces.

[illegible]

Non-Exclusive Contract Mowing and Grounds Maintenance Services Agreement

[illegible]

Pricing Sheet - RFP 25-0005 Grounds Maintenance

[illegible][illegible]

Category 1b - On-Call Pricing - Grounds Maintenance (No Exhibit Provided)				
Description	Unit of Measure	Quantity	Unit Price	Total
Cost per 1.0 mile of traffic divider service - Quote the cost of adding/maintaining new and existing services at 1.0 mile increments.	EA	1	\$500.00	\$
Cost per 1.0 mile of traffic divider maintenance service - Quote the cost of adding/maintaining new and existing services at 1.0 mile increments.	EA	1	\$	\$
Cost per 1.0 mile of B.O.M. mowing services - Quote the cost of adding/maintaining new and existing services at 1.0 mile increments.	EA	1	\$500.00	\$
Cost per 1.0 mile of B.O.M. mowing services - Quote the cost of adding/maintaining new and existing services at 1.0 mile increments.	EA	1	\$	\$
Cost per 1.0 mile of B.O.M. mowing services - Quote the cost of adding/maintaining new and existing services at 1.0 mile increments.	EA	1	\$	\$
Cost to add and maintain 1 fully landscaped roundabout, including approach and cut medians.	EA	1	\$75.00	\$
Cost to add and maintain 1 unimproved roundabout, including approach and cut medians. (May have been landscaped including, but not limited to boulevard and concrete).	EA	1	\$750.00	\$
Cost to add and maintain 1 unimproved roundabout, including approach and cut medians.	EA	1	\$	\$
Cost to add and maintain 1 unimproved roundabout, including approach and cut medians.	EA	1	\$75.00	\$
Cost to add and maintain 1 lane or decomposed granite interlocked roundabout, including approach and cut medians.	EA	1	\$750.00	\$
Cost per 1.0 mile of B.O.M. mowing services - Quote the cost of adding/maintaining new and existing services at 1.0 mile increments.	EA	1	\$500.00	\$
Cost per 1.0 mile of B.O.M. mowing services - Quote the cost of adding/maintaining new and existing services at 1.0 mile increments.	EA	1	\$	\$
Cost per 1.0 mile of B.O.M. mowing services - Quote the cost of adding/maintaining new and existing services at 1.0 mile increments.	EA	1	\$75.50	\$
Shed and gas pump for landscaping services including, but not limited to, planting wetland, maintenance, vegetation thinning, brush removal, and grass removal from highway.	EA	1	\$5.00	\$
Category 8b - On-Call Pricing Totals				\$ 2,342.50

Category 11 - Port Worth Airports Maintenance Locations (See Exhibit D)											
Address	Facility Name	Maintenance Instructions	Miles	Acres	Unit of Measures	Quantity	28 Day Cycle Unit Price	28 Day Cycle Total	Quality	180 Day Cycle Unit Price	180 Day Cycle Total
1408 Montgomery St	Yam with Stone Pavers Airfield	Airfield Pav - Horizontal gravel under airfield in parking lot. 2x a year	0	0.1	EAs	0	-	-	2	\$	-
3401 W. Lancaster Ave	Benton White and King Ranch's Little Peppery	Airfield Pav - Horizontal gravel under airfield in parking lot. 2x a year	0	0.1	EAs	0	-	-	2	\$	-
13200 Park Avenue Blvd	Water Foreman's Airfield	Airfield Pav - Horizontal gravel under airfield in parking lot. 2x a year	0	0.1	EAs	12	\$	-	0	-	-
1300 Quail St	Hot Airfield	Airfield Pav - Gravel under airfield in parking lot. 2x a year	0	0.1	EAs	12	\$	-	0	-	-
8801 N. 2nd Street	Beatty's Airfield	Airfield Pav - Gravel under airfield in parking lot. 2x a year	0	0.1	EAs	12	\$	-	0	-	-
1401 North Tipton St	Along the River Airfield	Airfield Pav - Gravel under airfield in parking lot. 2x a year	0	0.1	EAs	12	\$	-	0	-	-
6401 Bridge Street	Yielder's Airfield	Airfield Pav - Gravel under airfield in parking lot. 2x a year	0	0.1	EAs	12	\$	-	0	-	-
1501 Old Ave	Nearby 2nd Street Airfield	Airfield Pav - Gravel under airfield in parking lot. 2x a year	0	0.1	EAs	12	\$	-	0	-	-
107 W. 2nd St	Hot Airfield	Airfield Pav - Gravel under airfield in parking lot. 2x a year	0	0.1	EAs	12	\$	-	0	-	-
Category 11 - Day Cycle Totals											
Category 11 - Port Worth Airports										3	

Description	Discount Percent
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Inventory Bid Cost - _____ % discount Customer providing accurate inventory will allow for a 5% discount. Inventory will be provided in our attached data to allow for a 5% discount. Inventory will be provided in our attached data to allow for a 5% discount. Inventory will be provided in our attached data to allow for a 5% discount.	
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EXHIBIT C INSURANCE

1. The Contractor will assume all risk and liability for accidents and damages that may occur to persons or property during the prosecution of work under this Agreement. The Contractor must file with the City of Fort Worth Purchasing Division, prior to the commencement of services, a certificate of insurance documenting the required insurance coverages described in this Exhibit C. Failure to provide such information within five (5) calendar days of a request by the City may be grounds for termination of the Agreement.
2. Policies will have no exclusions by endorsements which nullify the required lines of coverage or decrease the limits of said coverage unless such endorsements are approved by the City. In the event a contract has been bid or executed and the exclusions are determined to be unacceptable or the City requires additional insurance coverage, the contract price may be adjusted by the cost of the premium for such additional coverage plus 10%.

3. Statutory Workers' Compensation Insurance and Employer's Liability Insurance at the following limits:

\$100,000 Each Accident
\$500,000 Disease – Policy limit
\$100,000 Disease – Each Employee

This coverage may be written as follows:

Workers' Compensation and Employers' Liability coverage with limits consistent with statutory benefits outlined in the Texas Workers' Compensation Act (Art. 8308 – 1.01 et seq. Tex. Rev. Civ. Stat.) and minimum policy limits for Employers' Liability of \$100,000 each accident/occurrence, \$500,000 bodily injury disease policy limit, and \$100,000 per disease per employee.

4. Commercial General Liability Insurance including Explosion, Collapse, and Underground Coverage must be provided as follows:

\$1,000,000 Each Occurrence
\$2,000,000 Annual Aggregate

Coverage must include but not be limited to the following: premises/operations, independent contractors, products/completed operations, personal injury, and contractual liability. Insurance must be provided on an occurrence basis, and be as comprehensive as the current Insurance Services Office (ISO) policy.

2. Auto Liability Insurance must be provided as follows:

\$1,000,000 Combined Single Limit Each Accident

A commercial business policy must provide coverage on "Any Auto," defined to include autos owned, hired, and non-owned.

3. The Contractor must furnish the City's Purchasing Manager a certificate of insurance documenting the required insurance prior to the commencement of Services.
4. At each renewal period, Contractor must furnish the City's Purchasing Manager and the Contract Manager, with a current certificate of insurance documenting the required insurance within ten (10) days after accepting the renewal.
5. Policies must be endorsed to provide the City of Fort Worth at least a thirty-day notice of cancellation, material change in coverage, or non-renewal of coverage.
6. Applicable policies must also be endorsed to name the City of Fort Worth as an additional insured, as its interests may appear (ATIMA).
7. **ADDITIONAL INSURANCE REQUIREMENTS**
 - a. The City, its officers, employees, and servants must be endorsed as an additional insured on Contractor's insurance policies excepting employer's liability insurance coverage under Contractor's workers' compensation insurance policy.
 - b. Certificates of insurance satisfactory to the City and Workers' Compensation Affidavit must be received before Contractor can begin work. Failure to supply and maintain such insurance will be a breach of contract. Contractor will provide complete copies of all insurance policies required by this Agreement. Certificates of insurance must be supplied to:

Financial Management Services Department
Attention: Purchasing Division Bid No. 25-0005
100 Fort Worth Trail
Fort Worth, Texas 76102
 - c. Any failure on part of the City to request required insurance documentation will not constitute a waiver of the insurance requirements specified herein. Each insurance policy must be endorsed to provide the City a minimum 30 days' notice of cancellation, non-renewal, and/or material change in policy terms or coverage. A ten (10) day notice will be acceptable in the event of non-payment of premium.
 - d. Insurers must be authorized to do business in the State of Texas and have a current A.M. Best rating of A: VII or equivalent measure of financial strength and solvency.
 - e. Deductible limits, or self-funded retention limits, on each policy must not exceed \$10,000.00 per occurrence unless otherwise approved by the City.

- f. Other than worker's compensation insurance, in lieu of traditional insurance, City may consider alternative coverage or risk treatment measures through insurance pools or risk retention groups. The City must approve in writing any alternative coverage.
- g. Workers' compensation insurance policy(s) covering employees of the Contractor must be endorsed with a waiver of subrogation providing rights of recovery in favor of the City.
- h. City will not be responsible for the direct payment of insurance premium costs for Contractor's insurance.
- i. Contractor's insurance policies must each be endorsed to provide that such insurance is primary protection and any self-funded or commercial coverage maintained by City will not be called upon to contribute to loss recovery.
- j. While the Agreement is in effect, Contractor must report, in a timely manner, to the Purchasing Division any known loss occurrence that could give rise to a liability claim or lawsuit or which could result in a property loss.
- k. Contractor's liability must not be limited to the specified amounts of insurance required herein.