



**CITY OF SEAGOVILLE
INVITATION TO BID
M-26-C-0001**

The City of Seagoville is accepting Competitive Sealed Bids for performing all work necessary for the mowing maintenance of city parks, city medians, city right-of-ways, TxDOT and Highway 175 right-of-ways, and other lots along with removal of all trash and litter prior to all mowing in the City of Seagoville, Dallas County, Texas. All pricing will remain fixed for a one (1) year term period and should be based upon the specifications and documents included in this bid. *Various official and unofficial sources were used to estimate quantities/acreage for this proposal. Every effort was made to ensure the accuracy of this data; however, no guarantee is given or implied as to the accuracy of said data.* Sealed bids addressed to the Honorable Mayor and City Council of the City of Seagoville, Texas will be received in the office of the Purchasing Agent, at City Hall, 702 N. Highway 175, Seagoville, Texas, until 2:00 p.m. Local Time, Tuesday, April 7, 2026, and will be opened and read aloud in City Hall at that time. Any proposal received after the stated closing time will be returned unopened.

Plans, specifications, and bidding documents may be obtained from the Purchasing Agent's Office at City Hall, beginning at 10:00 a.m. on Tuesday, March 10, 2026.

PRE-BID CONFERENCE: A pre-bid conference will be held Tuesday, March 24, 2026, 2:00 p.m. Local Time, City Hall, City Council Conference Room, 702 N. Highway 175, Seagoville, TX. 75159. Bidders are highly encouraged to attend.

SPECIFIC INTENT: The City of Seagoville, Texas wishes to enter into one (all or none bid) one-year (1 year) term bid for the mowing maintenance of:

CITY PARKS, CITY MEDIANS, CITY RIGHT-OF-WAYS, TxDOT AND HIGHWAY 175 RIGHT-OF-WAYS, AND OTHER LOTS ALONG WITH REMOVAL OF ALL TRASH AND LITTER PRIOR TO ALL MOWING AND TRIMMING OF TREES ALONG THE RIGHT-OF-WAY.

SPECIFICATION CONTACT: Any questions regarding these specifications or contracts may be directed to Chris Ryan, Public Works Director at (972) 287-6823 Monday through Thursday, between the hours of 8:00 a.m. and 4:00 p.m. Questions, clarifications, and or requests for information will not be accepted after end of business day, Friday, March 27, 2026 (or within ten days of bid opening if bid opening date is changed) for items directly and or indirectly related to this bid, its service or its contents.

CONTRACT PERIOD: The term of the bid shall be for one (1) year from when successful bidder is expected to be available to provide service which is **April 27, 2026** or date of City Council award, if subsequent thereto, with options to renew at the end of the period. Renewal shall be based on an evaluation by the Public Works Department (hereinafter referred to as “the Department”) of the contractor’s performance during the previous period, budget requirements, etc.

Prices shall be fixed for the initial one-year period.

After completion of the initial one-year term, the City and the Contractor may, upon mutual consent, renew the term bid for two additional one (1) year periods. Increases in contract pricing during the renewal periods shall not exceed the consumer price index of the Dallas/Fort Worth standard metropolitan statistical area for the previous twelve (12) month period. The city reserves the right to cancel the term bid upon thirty (30) days written notice.

APPLICABLE LAW: This Contract is entered into subject to the Charter and ordinances of the City of Seagoville, as they may be amended from time to time, and is subject to and is to be constructed, governed, and enforced under all applicable City of Seagoville, County of Dallas, State of Texas and federal United States of America laws. The parties to this contract agree and covenant that for all purposes, including performance and execution, that this contract will be enforceable in Seagoville, Texas; the County of Dallas; the State of Texas and the United States of America; and that if legal action is necessary to enforce this contract, exclusive venue will lie in Dallas County, Texas. The Contractor shall give all notices and comply with all federal, state and local laws, ordinances rules and regulations, and lawful orders of any public authority bearing on the performances of the services. This agreement and the rights and obligations of the parties hereto shall be interpreted, construed and enforced in accordance with the laws of the City of Seagoville, County of Dallas, State of Texas and federal laws of the United States of America. The Contractor warrants and covenants to the City that all services will be performed in compliance with all applicable federal, state, county, and city health and safety codes, rules and ordinances including, but not limited to, the Texas Industrial Safety and Health Act, the Workers Right to Know Law, and the Immigration Reform and Control Act of 1986 (**IRCA**).

In submitting this proposal, all bidders shall have reviewed the storm water drainage ordinance and other applicable environmental ordinances of the city or state law requirements relative to the work to be performed under this proposal. A successful bidder shall be required to comply with all relevant requirements of said ordinance and statutes in the performance of its obligations under this proposal.

Additionally, this agreement shall be governed by the Uniform Commercial Code. Wherever the term “Uniform Commercial Code” is used, it shall be

construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.

CONFLICT OF INTEREST: No public official shall have interest in this contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code, Title 5, Subtitle C, Chapter 171.

EMPLOYMENT ELIGIBILITY

VERIFICATION:

The Immigration Reform and Control Act of 1986 (**IRCA**) makes it illegal for employers to knowingly hire or recruit immigrants who do not possess lawful work authorization and requires employers to verify their employees' work eligibility on a U.S. Department of Justice Form I-9. **THE CONTRATOR/CONTRACTOR WARRANTS THAT CONTRATOR/CONTRACTOR IS IN COMPLIANCE WITH IRCA AND WILL MAINTAIN COMPLIANCE WITH IRCA DURING THE TERM OF THE CONTRACT WITH THE CITY. CONTRACTOR/CONTRACTOR WARRANTS THAT CONTRACTOR/CONTRACTOR HAS INCLUDED OR WILL INCLUDE A SIMILAR PROVISION IN ALL WRITTEN AGGREMENTS WITH ANY SUBCONTRACTORS ENGAGED TO PERFORM SERVICES UNDER THIS CONTRACT.**

CONTRACTOR

QUALIFICATIONS:

Contractors submitting bids certify to the City that they possess all necessary equipment facilities, personnel and work experience to fulfill the terms of the Contract at the time of bid submission and be ready to proceed on the starting date for the initial contract period.

The Contractor(s) shall be required to keep sufficient equipment and labor on hand to do a complete mowing of the areas specified by contract, as often as may be specified, should the growing season demand.

Bidder must submit with each bid, a list of all equipment, giving year, model, and make of machines to be used and three (3) work references. The successful bidder will have modern, well-maintained equipment suitable for Park Maintenance. This equipment shall be of 2022 model year or newer (to help eliminate breakdowns and poor performance). All equipment shall be subject to inspection by City Repres

entative.

GENERAL PROVISIONS:

By his acceptance of the contract, the successful Contractor(s) shall warrant that he is familiar with and understands all provisions herein and warrants that he shall comply with them.

All operations described in these specifications shall be conducted by the Contractor(s)'s personnel and the expense of all such operations shall be the Contractor(s)'s.

- A. The Contractor(s) shall provide his/her own equipment, labor, fuel and any other materials necessary to complete the required work. The Contractor(s) shall be responsible for the maintenance and repair of his/her own equipment and the availability, presence and supervision of his/her own employees.
- B. There shall be no subcontractor(s) used by the Contractor(s) to fulfill any items or conditions of the contract without prior written consent of the Department.

A failure to adhere to the provisions of this contract by the Contractor(s) shall be deemed a material breach.

BID AWARD CRITERIA:

Award: The City of Seagoville shall award the bid to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the City. In determining the "best value", the following criteria will be considered as amended in section 252.043 of the Texas Local Government Code:

- 1) the purchase price;
- 2) the reputation of the bidder and of the bidder's goods or services;
- 3) the quality of the bidder's goods or services;
- 4) the extent to which the goods or services meet the municipality's needs;
- 5) the bidder's past relationship with the municipality;
- 6) the impact on the ability of the municipality to comply with laws and rules relating to contracting with historical underutilized businesses and on-profit organizations employing persons with disabilities;
- 7) the long-term cost to the municipality to acquire the bidder's goods and services and;
- 8) Any relevant criteria specifically listed in the request for bids or proposals.

The evaluation of bids and the determination of conformity and acceptability shall be based on information furnished by the Contractor with his bid, as well as other information reasonably available to the City.

The City reserves the right to reject any and all bids and to award a contract based on the specifications to either the best value bidder or the lowest responsible bidder.

The City will enter into one distinct contract, to be awarded, each in its entirety, to either the best value bid or the lowest responsible bidder.

The evaluation of bids and the determination of conformity and acceptability shall be based on information furnished by the Contractor with his bid, as well as other information reasonably available to the City.

The City of Seagoville will award this entire bid whole and will not award the contract individually or as a group.

The successful bidder may not assign their rights and duties under this contract and award without written consent of the City. Such consent shall not relieve the assignor of liability in the event of default by their assignee.

GENERAL CONDITIONS: The Contractor(s) will work under the direction of the Public Works Director or his representative (hereafter referred to as the “City Representative”) who will determine the locations and frequency of the mowing, and the amount of the equipment necessary to carry on the work.

No payment, on any basis, will be made for unsatisfactory mowing and/or equipment. The determination of the City Representative shall be final on all work.

Contractor shall submit a detailed invoice at the end of each month reporting the number of mows per site and a total cost for the month. Payment by the City will be made each month within thirty (30) days of receipt of invoice.

The City of Seagoville reserves the right to delete areas from the contract without penalty at any given time.

DEFAULT OF CONTRACT: Should the contractor be determined by the City Representative to be in breach of contract due to failure to perform to the specifications of the contract and/or non-performance of scheduled mowing, he shall have twenty-four (24) hours from receipt of written notice to man the job and perform as specified. If the contractor fails to meet these requirements it shall be the City’s option to utilize another contractor to conduct the mowing operations at an hourly rate. The cost differential between the

contractor's price and the alternates hourly rate shall be deducted from any monies owed the contractor.

Protest Period:

Any protest regarding the bid/award must be submitted within five (5) days of the award resolution by The City Council to the Purchasing Agent at 702 N. Highway 175, Seagoville, Texas 75159. Any protest received after the five-day period will be considered invalid.

INSURANCE:

The successful bidder will be required to furnish a certificate of insurance to cover liability as follows:

- Liability (Aggregate) \$2,000,000 (Aggregate)
- Automobile Liability \$1,000,000 Combined Single Limit Coverage
- Performance Bond Full Amount of Annual Bid

Certificates of insurance in the amounts specified shall be delivered to the Public Works Director prior to commencement of any work per contract provisions.

An annual performance bond shall also be required for each subsequent year of the contract, and shall be presented not later than sixty (60) days prior to the anniversary date of the contract in each subsequent contract year, in the amount listed above.

Such performance bonds shall guarantee the performance of the Contractor(s) under the terms and conditions of the specifications contained herein and the contract for services between the parties.

**CONTRACTOR'S AND
SUBCONTRACTORS
INSURANCE:**

The Contractor shall not commence work under this contract until he has obtained, at his expense, all insurance required under the section of Federal Conditions and by the contractor documents, and such insurance has been approved by the City, nor shall the Contractor allow any subcontractor to commence work on any subcontract until all similar insurance required of the subcontractor has been obtained and approved. Such insurance shall remain in full force and effect on all phases of the work, whether or not the work is occupied or utilized by the City, until all work under the contract is completed and has been accepted by the City.

Nothing contained in the insurance requirements shall be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from his operations under the contract. **Two (2) separate Accord Certificates of Insurance will be required showing all coverages naming the Texas Department of Transportation**

(TxDOT), and the City of Seagoville as “Additional Insured” parties. The Accord Certificate of Insurance will be required within fifteen (15) calendar days of receipt of notice request.

The Contractor shall obtain and maintain for the full period of the contract the following types of insurance in the form, minimum limits and amount herein specified or as may be otherwise required in the contract documents. The Contractor shall automatically renew any policy, which expires during the performance of this contract, and notify the City of such renewal prior to expiration date. The City of Seagoville, and TxDOT, shall be named as an “Additional Insured” on all of the below named insurance policies.

1. Workers’ Compensation Insurance Coverage

A. Definitions:

Certificate of coverage (“certificate”) – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers’ compensation insurance coverage for the person’s or entity’s employees providing services on a project, for the duration of the project.

Duration of the project – includes the time from the beginning of the work on the project until the contractor’s/person’s work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project (“subcontractor” in §406.096) – includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity, which furnishes persons to provide services on the project. “Services” include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other

service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage Contractors, office supply deliveries, and delivery of portable toilets.

B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

E. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

(1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

(2) no later than seven (7) days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

F. The contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

G. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

I. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:

(1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

(2) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

(3) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage if the coverage period shown on the current certificate of coverage ends during the durations of the project;

(4) obtain from each other person with whom it contracts, and provide to the contractor:

(a) a certificate of coverage, prior to the other person beginning work on the project; and

(b) a new certificate of coverage showing extension of coverage, prior to the end of the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(5) retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter;

(6) notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services of the project; and

(7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

J. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, 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 or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or civil actions.

K. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within the (10) days after receipt of notice of breach from the governmental entity.

2. Public Liability and Property Damage Insurance (Note "Indemnity" clause hereinafter)

Before commencement of the work, the Contractor shall submit written evidence that he and all his subcontractors have obtained for the period of the contract full Comprehensive General Liability and Property Damage Insurance Coverage with a company licensed to do business in the State of Texas. This coverage shall protect the Contractor, the City, and each of the officers, agents and employees from claims for damages for bodily or personal injury, sickness or disease, including death, and from claims for damages to property, which may arise directly or indirectly out of, or in connection with the performance of work under this contract by the contractor, by any of his subcontractors, or by anyone directly or indirectly employed by either of them, or under the control of either of them, and the minimum amount of such insurance

shall be as follows unless higher minimum amounts are otherwise required in the contract documents.

Public Liability Insurance in an amount not less than the Five Hundred Thousand Dollars (\$500,000) for damages arising out of bodily injury or personal injury, sickness or disease, or death of one person and subject to the same limit for each person and in an amount not less than Two Million Dollars (\$2,000,000) in any one occurrence and Property Damage Insurance in an amount not less than Five Hundred Thousand dollars (\$500,000) for all damages of others in any occurrence with an aggregate limit in the same amount.

The Property Damage portion of this coverage shall include, where applicable, explosion, collapse and underground exposure coverage. In addition, where completed Operations Insurance Coverage is applicable; such coverage will be maintained after completion and acceptance of the project for the full guarantee period.

3. Automobile Liability and Property Damage Insurance

Before commencement of the work, the Contractor shall submit written evidence that he and all his subcontractor(s) have obtained Automobile Liability and Property Damage Insurance Coverage on all self-propelled vehicles used in connection with the contract, whether owned, non-owned, or hired. The liability limits shall be not less than Five Hundred Thousand Dollars (\$500,000) for injury or death of one person and in and an amount not less than One Million Dollars (\$1,000,000) in any one occurrence; and Property Damage limits of not less than Five Hundred Thousand Dollars (\$500,000) in any one occurrence.

4. Contractual Liability Coverage

Each and every policy for Liability Insurance carried by each Contractor and Subcontractor will include a "Contractual Liability Coverage" endorsement sufficiently broad to insure the provision titled "Indemnity" hereinafter set forth.

5. Indemnity

The Contractor shall defend, indemnify and hold harmless the City, and each of the officers, agents, servants and employees, from any and all suits, actions, claims, losses, or damages of any character and from all expenses incidental to the defense of such suits, actions or claims based upon, alleged to be based upon, or arising out of (1) any injury, disease, sickness, or death of any person or persons. (2) any damages to any property including loss of use thereof, caused by any act or omission of

the Contractor, or any subcontractor of the Contractor, or by their officers, agents, servants, employees or anyone else under the Contractor's direction and control, and arising out of, occurring in connection with, resulting from, or caused by the performance of any work or services called for by the contract or from conditions created by the performance of non-performance of said work or services, but not including the sole negligence of any party herein indemnified.

6. Evidence of Insurance Coverage

Before commencement of any work, the Contractor shall submit written evidence that he and all his subcontractors have obtained the minimum insurance required by the contract documents. Such written evidence shall be in the form of a Certificate of Insurance executed by the Contractor's insurance carrier showing such policies in force for the specified period or by furnishing a copy of the actual policy or policies. Each policy or certificate shall bear an endorsement or statement waiving right of cancellation or reduction in coverage without ten (10) days notice in writing to be delivered by registered mail to the City.

BID BOND: THERE WILL BE NO BID BOND/GUARANTY REQUIRED FOR THIS BID.

PERFORMANCE BOND: The Contractor(s) shall be required to furnish a performance bond in the amount of 100% of the contract price acceptable to the City only covering service periods of twelve (12) months at a time and the annual amount governing either the bid or renewal, whichever is applicable. The successful Contractor(s) shall have fifteen (15) days following notification from the City to provide such bond. The bond is not required with submission of bid but within fifteen (15) calendar days of bid award notice and should be prepared in the prescribed format herein attached.

An annual performance bond shall also be required for each subsequent year of the contract, and shall be presented not later than sixty (60) days prior to the anniversary date of the contract in each subsequent contract year, in amount listed above.

Such performance bonds shall guarantee the performance of the Contractor(s) under the terms and conditions of the specifications contained herein and the contract for services between the parties; bond must also be authorized by a surety agency authorized to do business in the State of Texas.

I. Requirements

a. GLOSSARY OF TERMS:

- I. Production schedule** shall mean the time periods established by the City for the project year within which all prescribed maintenance activities for each area shall be completed. If the Contractor expects to vary from the schedule, he/she shall notify the Public Works Director twenty-four (24) hours in advance, so work completion can be inspected in a timely manner. *Note: Failure to provide the Public Works Director an accurate schedule in good faith may result in termination of contract.*
- II. Concurrent** shall refer to all mowing, trimming, edging, and litter removal on any given item being completed on the same day. Should a given area be too large to complete in a single day, any areas that have been mowed must be trimmed, edged, and litter removed on the same day the mowing occurs.
- III. Monthly Billing cycle** shall refer to each time period in the mowing schedule for the project year. Each time period is defined by a beginning and ending date, in which all prescribed maintenance activities for each area shall be completed.
- IV. Inclement weather** shall mean rainy weather or when the condition of the soil is such that the rutting of property will not allow cutting of grass to be accomplished satisfactorily.
- V. Trash and litter** shall mean any debris within the mowing project area such as paper, cans, bottles, limbs/brush, rocks, etc., which is not intended to be present as part of the landscape. Inclusive of entire project area including streets, sidewalks, curbs, hillsides, ditches, etc. (where tree/brush/shrub lines or mowing edge determines the area, the successful bidder will extract litter an additional three (3) feet, where tree/brush/shrub lines are in front of fence the fence will be the determining boundary). Removal of debris may require sweeping of hard surface areas such as sidewalks. **ALL TRASH AND LITTER IS TO BE REMOVED PRIOR TO ALL MOWING.**
- VI. Chemical trimming** shall refer to the use of a herbicide (such as Roundup and/or an approved equal) as an alternative to the physical removal or cutting of plant material from areas to be trimmed. **NOTE: CHEMICAL TRIMMING WILL NOT BE ACCEPTED FOR THE EDGING OF SIDEWALKS AND/OR CURBS.**
- VII. Clumped grass cuttings** shall refer to any accumulation of cut grass that on the day the mowing occurs exceeds 3” in height above surrounding surface of cut grass. Clumps are typically found in areas where mowing equipment has completed one

row and has reversed direction. Property is to be re-mowed to remove clumped grass prior to leaving property.

VIII. Mowing project area shall refer to specific geographic area(s) of the City designated to receive specified mowing and related services.

IX. Trimming shall refer to the cutting or removal of all plant materials immediately adjacent to or under City structures, trees, poles, tables, signs, fences, shrub beds, or other structures.

X. Edging shall refer to the vertical removal of any and all plant material which encroaches over or onto sidewalks, curbs, steps, driveways and pavements. Edges shall be vertical, minimum depth of 1" and minimum width of 1/4". This task must be done neatly to present a clean, crisp appearance, having a smooth line. Line trimmer use is accepted along fences and poles.

XI. Scalping shall refer to any action which results in the mowing of any turf area below 1" height down to and including the soil. 2" height down to and including the soil for project areas designated on a fourteen (14) day mowing cycle.

XII. Mono-filament trimming shall refer to trimming grass around fences, building, tree wells and posts. Do not directly use around the trunks of trees.

b. GENERAL SPECIFICATIONS:

I. MAINTENACE CYCLES

1. The areas and maintenance function cycles to be provided are listed in **the Itemized Pricing List**. The quantities of cycles per site per year shall be estimates only and shall not constitute a guaranteed amount to be paid to the Contractor. Mowing, edging/trimming, and litter pickup are considered a singular maintenance cycle.
2. Contractors are cautioned not to submit their bid until specifications and sites have been carefully examined. Field observations are required to determine exact locations and boundaries of areas maintained. The Public Works Director is available to assist as needed to identify areas.

II. ADDITIONS/DELETIONS/SUBSTITUTIONS

1. The Public Works Director is designated as the Ordering Officer and will have the authority to add or delete work, subject to the Purchasing Procedures of the City of Seagoville.
2. All work added or deleted will be specified by location, Jointly, the Public Works Director and the Contractor shall examine areas added or deleted to determine

- the exact coverage. Such examinations shall be documented and signed by both representatives, and will be the basis for determining the final scope of work and payment due to the Contractor under the contract price.
3. All documentation pertaining to the additions or deletions to the work shall be maintained in a project file by the Public Works Director.
 4. The Contractor shall advise the Public Works Director, in writing, if ANY changes that need to be made to the outlined maintenance program in this contract and shall not proceed with any work until such time as he has received written concurrence from the Public Works Director.

III. CITY CONTRACTS

1. This contract will be monitored by the City of Seagoville staff listed below.

Public Works Director Chris Ryan 972-287-6823

City Manager Carey D. Neal 972-287-6807

IV. ACCOUNT MANAGER

1. The Contractor must assign a designated Account Manager whose primary duties should involve inspecting the work of subordinates in the field and ensuring contract compliance. He/she must also have effective written and oral communication skills. The account Manager's duties, experience, and percentage of time the bid expects him/her to commit to this contract should be designated **in writing** by successful Contractor and included with the final bid. The Account Manager **cannot** be involved in a substantial portion of the Contractor's maintenance or administrative duties.

V. COMPLETION TIME ALLOTMENTS

1. Upon receipt of a **NOTICE TO PROCEED**, the Contractor will be allotted five (5) days to complete their entire maintenance cycle (Monday through Friday). The work completion time allotment should be considered a maximum, there is no minimum. Weather and/or growth conditions may cause cancellation or delay of a mowing cycle which will be solely determined by Public Works Director. The Public Works Director also has sole discretion over whether soil/turf/ or weather conditions are appropriate for maintenance. Failure of the Contractor to abide by the Public Works Director's decision and direction may result in termination of contract.

VI. FAILURE TO MAINTAIN PRODUCTION SCHEDULE

1. Failure on the part of the Contractor to maintain the required production rate for a Project Area shall be sufficient reason for the Public Works Director to have the

work in question or portions thereof completed by **others** if the Contractor shall not cure the default within twenty-four (24) hours of written notice of the default. If others complete work, any additional cost caused by a higher priced Contractor will be deducted from the original contractor's next payment, if any. Failure to sustain the maintenance schedule shall be determined in the following manner:

- a. All Project Areas shall be maintained according to the production schedule assigned. Final assessment of each area may be made by the Inspector on the morning following the end of each maintenance cycle. If the Contractor fails to meet the contract specifications within the time limits of the schedule, then that portion of the work may be removed from his responsibility and may be reassigned to another contractor.
- b. Contractor shall correct any deficiencies in work within twenty-four (24) hours of written or verbal notification. In the event the Contractor fails to correct the default to the satisfaction of the City within the specified time, or such greater time as the City may permit, the City shall exercise all rights, including the right to terminate the Contract in whole or part. The Contractor shall pay all costs and attorney's fees incurred by the City in the enforcement of any provision herein or within this document.

VII. REMEDIES FOR NON-COMPLIANCE

1. Failure on the part of the Contractor during the term of this contract in one (1) or more area(s) would be reasonable cause for the Public Works Director or designee to issue a Notice-to-Cure (NTC) warning, in addition to liquidated damages as required. Area(s) can include, but not limited to:
 - a. Non-performance of service in accordance with the specifications herein.
 - b. Having more than two (2) failed inspections.
 - c. Failure to maintain work schedule.
 - d. Failure to show.
2. Furthermore, the Contractor shall conduct operations in a manner that reflects favorably on the City. Calls from citizens concerning poor performance will be verified and if deemed correct, the Contractor shall be notified. Continued performance issues will result in cancellation of the contract.

VIII. DAMAGES

1. Any damage to public or private property shall be reported immediately to the Public Works Director.
2. The City shall not be liable for any loss or damage sustained by the Contractor. The Contractor shall save the City whole and harmless from any and all claims for liability or damage of whatsoever nature and kind, including cost of court and

attorney's fees, suffered or asserted to have been suffered by any person or to any property of any person whomsoever, growing out of or resulting from or in any way connected with the performance of work under this agreement. The Contractor shall exercise every necessary precaution for the safety of work site and the protection of any and all persons and/or property located adjacent to or making passage through the work site.

3. The Contractor shall be responsible for any property damage caused by the use of vehicles or other equipment while engaged in this contract.
4. The Contractor will be responsible for any damages to the irrigation system due to negligence on the part of the Contractor or the Contractor's representative.

IX. SUPERVISION

1. The Contractor shall personally supervise all work as specified in the contract. If the Contractor cannot or will not personally supervise the work a competent account manager is to be assigned the responsibilities of supervision of all work in progress as specified in the contract.
2. The Contractor will be required to designate, in writing, to the City, the name and cell phone of the account manager. The designated account manager may not commence work duties until approved by the City.
3. The designated Account Manager will be given full authority and power to act for the Contractor on items pertaining to overall work performance, management, coordination, and supervision, whenever work specified herein is being performed.
4. The designated Account Manager may also serve as the Quality Control Inspector; provided that his/her job performance is maintained at an acceptable level to the City.
5. The Account Manager will be required to have a copy of the contract in their possession at all time work is in progress for referral concerning questions of contracting responsibility.
6. The Contractor/Account Manager shall provide supervision of all work crews at all times while performing work under this contract. Personal supervision is not required provided that communication equipment or other means are provided that enable the work crew to communicate with the Contractor at all times. Each work crew shall have a designated person on the work site that has the authority to respond to inquires about work details or priorities.
7. The Contractor shall provide to the City the percent of time the Contractor expects the field supervisor to commit to this contract in writing.

X. EMPLOYEES

1. Contractor will require all employees to report to work in clean uniforms in good conditions including shirt, pants, and OSHA approved safety vest. Uniforms shall have the Contractor's name in a manner clearly identifiable to the public. Contractor must ensure that all employees properly wear a shirt at all times.
2. Contractor's employees must be courteous to the public at all times while at the work site.
3. Contractor shall remove any personnel that is incompetent or endangers persons or property.
4. Contractor's employees will not consume/possess alcohol or use/possess any illegal drugs, or be under the influence of such while on City property and/or carrying on the requirement of this contract. The Contractor shall immediately remove any such employee from the work site.
5. Conflicts, or potential conflicts due to required work and public use of a location, shall be reported to the Public Works Director.
6. Notification to Contractor of complaints concerning the aforementioned shall be in writing if time and circumstance permits. Otherwise, notification shall be verbal or by telephone, and shall be confirmed in writing as soon as possible.

XI. EQUIPMENT

1. Insufficient and/or inadequate equipment as determined by the City of Seagoville is a cause for rejection of bid.
2. Contractor equipment must be maintained in good operating condition and in sufficient quantities to adequately perform all services. The equipment used in this contract must be year model 2017 or newer. Turf type tires will be mandatory on all mowing equipment so as to avoid turf damage and rutting.
3. The contractor is responsible for performing scheduled maintenance on all equipment used on the contract. As part of this bid the contractor must submit proof of an active Preventative Maintenance Equipment Program. Proof of an active successful Preventative Maintenance Program will be used in evaluation of this bid. Copy of program must be included in submittals.
4. Responses shall include a complete list of machinery & equipment available in **The City of Seagoville Equipment** to determine whether or not the Contractor can

adequately perform the necessary work. All machinery & equipment the Contractor anticipates committing to this contract if awarded should be included in the listing.

5. The City of Seagoville reserves the right to inspect the Contractor's equipment prior to award of a contract.

XII. VEHICLES

1. All vehicles utilized under this contract will be clean, free of mud, dirt, and grime, without noticeable rust spots and faded paint serviceable, and shall comply with safety standards required by the State of Texas.
2. All vehicles used by the Contractor will be identified with company name or logo, conspicuously displayed on door panels. Professionally done hand lettering, magnetic signs, or pressure sensitive decals may be used to comply with this specification.
3. All vehicles operating from a public road shall have a rotating amber caution light mounted on the top of the vehicle.
4. Insufficient and/or inadequate vehicles as determined by the City of Seagoville is a cause for rejection of bid.
5. Responses shall include a complete list of vehicles available in **The City of Seagoville Equipment List** to determine whether or not the Contractor can adequately perform the necessary work. All vehicles the Contractor anticipates committing to this contract if awarded should be included in the listing.
6. The City of Seagoville reserves the right to inspect the Contractor's vehicles prior to award of a contract.

XIII. INSPECTIONS

1. The Contractor is responsible for establishing and maintaining an adequate quality control system to satisfactorily inspect and ensure that all work performed in each service is in full compliance with the contract.
2. The Contractor shall designate a Quality Control Inspector, whose main duty shall be to verify contract conformity of all work performed. They are expected to inspect each property listed in this bid package upon completion of maintenance.
3. The Public Works Director will make a quality inspection of completed areas within forty-eight (48) hours, following receipt of weekly form.
4. If completed areas do not meet contractual specifications:

- a. The Public Works Director will contact the Contractor to rework areas.
 - b. Public Works Director will then re-inspect areas within twenty-four (24) hours of notification of completion.
 - c. Areas requiring re-inspection MAY NOT be considered for payment for that billing cycle.
5. The City may inspect required equipment, supplies and safety items at any time when in use on City property. Any individual, crew or equipment found deficient shall be removed from service immediately until faulty conditions have been corrected and passed by the City. No such removal will reduce the Contractor's obligation to perform work required under this contract and within the time schedule.

XIV. PERFORMANCE EVALUATION MEETINGS

1. A "walk" of all properties will be conducted with Contractor and the Public Works Director. If the Public Works Director deems necessary the meeting may occur monthly, weekly, or as often as determined necessary to discuss performance.
2. A meeting shall be held not later than one (1) normal workday after a contract deficiency is noticed. Mutual effort will be made to resolve any and all problems identified.

XV. SAFETY

1. The following requirements apply to the services provided in this contract:
 - a. All employees shall have proper safety devices and equipment including hearing and eye protection, and safety vests. All personal protective equipment shall meet OSHA and TxDOT safety standards.
 - b. The Contractor shall exercise extreme caution while working on medians, road sides and high traffic areas. The latest Texas Manual on Uniform Traffic Control Devices standards for barricading and coning work areas must be followed at a minimum. At all locations, contractor shall provide "Mower Ahead" signs at each end of the work zone prior to commencement of work and remove signs upon completion.
 - c. Contractor will park vehicle and equipment off city streets where possible. Under no circumstances shall any vehicle or equipment be parked on the inside land of any street. Any vehicle or equipment parked in the far right lane of any street shall have safety flashers/directional light bars on and working properly. The area behind the parked unit must be coned off with safety cones spaced ten (10) feet apart and a minimum of one hundred (100) feet behind the unit. The

vehicles shall be clearly identified with the Contractor's company name and telephone number.

- d. Contractors discovered working without necessary safety devices or equipment in place will be required to stop all work in progress until adequate equipment has been obtained and approved by the Public Works Director.
- e. The Contractor must be licensed by the Texas Structural Pest Control Board and/or Texas Department of Agriculture. A copy of the license and a listing of the license numbers shall be submitted.
- f. Any hazardous condition or any damage to City property is to be immediately reported to the Public Works Director.

XVI. MOWING DAMAGE/SAFETY

- 1. The Contractor(s) shall be responsible for any damage to the property during the maintenance operation.
- 2. The Contractor shall be responsible for replacement or all trees, shrubs, ground covers, valve boxes, valve box lids, which are destroyed/damaged by the Contractor, employees or agents of the Contractor during the maintenance operation. They shall be replaced in seven (7) days, unless it is a safety hazard. Safety hazards must be handled ASAP.
- 3. Trees and shrubs must not be bumped or marked by mowing or edging equipment. Damage to trees to tree collars will be assessed at one hundred dollars (\$100) for each instance. If damage is severe tree/shrubs will be replaced based on the sole discretion of the Public Works Director.
- 4. Mulch rings shall be reshaped within twenty-four (24) hours when dislodged by mowing equipment.
- 5. Any hazardous conditions and/or damage to City property will be reported to the Public Works Director prior to leaving the work site.

XVII. OZONE ALERT DAYS

- 1. On ozone alert days, Contractors are required to refrain from mowing until after 10 a.m., unless diesel powered equipment is used. The North Central Texas Council of Governments offers current daily ozone conditions @ <http://www.nctcog.org/trans/air/ozone> This webpage can be checked daily for current ozone conditions. It is the responsibility of the Contractor to be aware of ozone alert conditions. It is the responsibility of the Contractor to be aware of ozone alert conditions. Failure to comply with these standards will be grounds for the following:

- a. First Offense: Verbal Warning
- b. Second Offense: Written Warning
- c. Third Offense: Contract Termination

XVIII. SPECIFICATIONS FOR LANDSCAPE SERVICES

1. Mowing:

- a. All turf areas will be mowed per the bid schedule. Mowing height shall be 2” unless otherwise directed by the Public Works Director.
- b. Bruising or rough cutting of the grass is not permitted. Mowers will be adjusted and operated so that the grass is cut at a uniform height.
- c. The turf will be cut in different directions to help prevent the grass from growing in one direction and becoming rutted.
- d. Mulching mowers are preferred to mowers that throw clippings into rows.
- e. Areas serviced will have a finished appearance with walks and curbs appearing to have been swept. The successful Contractor shall not blow litter, debris, leaves, clippings, etc. into the streets, drainage ways/drainage inlets, landscape beds, or other property.
- f. Removal of all litter from the entire property, and hauling such debris away.
- g. Litter must be removed from turf prior to mowing (1”x1” and larger). This includes, but not limited to bottles, cans, paper, brush, rocks, tree limbs, etc. which are not intended to be part of the landscape. Shredded litter must be removed the day of the complaint or a twenty-five dollars (\$25) penalty per day for each area identified per site will be deducted from the appropriate monthly billing. No separate pay item shall be allowed for litter control on sites that are being mowed.
- h. All concrete, asphalt areas, brick pavers, paved ends on medians, and or right-of-ways shall be weed/grass free and blown clean of debris after each cycle.
- i. Weeds/grass growing in the expansion joints, within two (2) feet of the edge of the paved surface, must be removed or treated with an approved herbicide as needed.
- j. All mowing is to be accomplished Monday through Friday, weather permitting. It will be considered a breach of the contract if the schedule is repeatedly missed.

- k. The Public Works Director reserves the right to cancel scheduled mowing cycles on a week-to-week basis, based upon need, prevailing weather conditions, and available funding.
2. Edging/Trimming:

Edging all turf along walks, curbs, plant beds, signs, poles, fire hydrants and other obstacles shall occur every time property is mowed. Trimming shall provide a sharp, clean definition between the turf and hard surface. All materials dislodged by edging must be removed from the site.
3. Litter:
 - a. Litter is defined as all trash, 1"x1" and larger. This is to include trash, tires, brush (branches and small limbs), furniture and etc.
 - b. Where tree/brush/shrub lines or mowing edge determines the litter pick-up area, the Contractor will extract litter and additional three (3) feet.
 - c. Where tree/brush/shrub lines are in front of fence the fence will be the determining boundary.
 - d. Picked-up litter will be legally disposed of in accordance with all City, State, and Federal environmental guidelines.

XIX. SPECIAL SPECIFICATIONS:

1. Incidental items to this bid (No Extra Pay) are:
 - a. Weeds shall be removed from landscape areas at both City Entry Signs.
 - b. Weeds shall be removed from landscape areas beds and Playground areas at City Hall, Police Stations, Animal Shelter, Bruce Central Park, Petty White Park and Veterans Park.
 - c. Weeds growing in expansion joints or concrete joints shall be removed from all walkways, parking lots at City Hall, Police Station, Animal Shelter, Bruce Central Park, Medians and Veterans Park.
 - d. Weeds growing in expansion joints or concrete joints, and median paving areas shall be removed from the entire median limits on Seagoville Road and Malloy Bridge Road.
 - e. Weeds may be removed by an approved herbicide as needed, providing no threat to other landscape/turf exists.

- f. Bushes and hedges at City Hall shall be trimmed two (6) times within the twelve (12) month contract period

TEXAS STATUTORY PERFORMANCE BOND

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS:

THAT,

(hereinafter called the Principal), as Principal, and _____, a corporation organized and existing under the laws of the State of _____ licensed to do business in the State of Texas and admitted to write bonds, as surety, (hereinafter called the Surety), are held and firmly bound unto City of Seagoville, 702 N. Highway 175 Seagoville, TX 75159 (hereinafter called the Oblige), in the amount of _____ Dollars (\$) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain contract with the Oblige, dated the _____ day of _____, _____ for _____, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH,
That _____ if the said Principal shall faithfully perform the work in accordance with the plans, specifications and contract documents, then this obligation shall be null and void; otherwise to remain in full force and effect;

PROVIDED. HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of said Chapter to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this

____ day of _____, _____.

PRINCIPAL: _____

BY: _____

SURETY: _____

BY: _____

The Resident Agent of the Surety in Dallas County, Texas, for delivery of notice and service of the process is:

Name: _____

Address: _____

Surety: _____

Title: _____

NOTE: The Date of the Performance Bond **MUST BE** the date of the contract. If Resident Agent is not a corporation please give a person's name.

Parks and Street Mowing

City of Seagoville

Location	Frequency	Unit Price	Extend Price
City Hall/Police Station Veterans Park Approx. 4.0 Acres 702/600 N Highway 175	32	\$ _____	\$ _____
Police Station Approx. 2.5 Acres 1185 East Simonds Road	32	\$ _____	\$ _____
Animal Shelter Approx. 3 Acres 500 East Simonds Road	32	\$ _____	\$ _____
Ramsey Park Approx. .35 Acres 134 Quail Run Drive	32	\$ _____	\$ _____
Inner Service Roads along Highway 175 East and West Bound City Limits to City Limits	16	\$ _____	\$ _____
Center and Outer Medians East and West Bound From City Limits to City Limits Including Entry Signs	16	\$ _____	\$ _____
Highway 175 Underpass Approx. .50 Acres Highway 175 @ Malloy Bridge Road	18	\$ _____	\$ _____
Highway 175 Underpass Approx. .50 Acres	18	\$ _____	\$ _____

Highway 175 @ Hall Street

Highway 175 Underpass
Approx. .50 Acres 18 \$ _____ \$ _____
Highway 175 @ Seagoville Road

Malloy Bridge Road Medians
Approx. 1 Acres 24 \$ _____ \$ _____
Highway 175 to Cypress Street

Seagoville Road Medians
Approx. 2.5 Acres 24 \$ _____ \$ _____
Highway 175 to City Limits and Highway 175
To turn around in Kaufman County

Petty White Park
Approx. 19 Acres 32 \$ _____ \$ _____
15601 Clover Hill Drive

Additional Mowing as
Needed Medians, 32 \$ _____ \$ _____
Right-of-Ways, lots and /or Facilities .25 Acres

Additional Mowing as
Needed Medians, 32 \$ _____ \$ _____
Right-of-Ways, lots and /or Facilities .5 Acres

Additional Mowing as
Needed Medians, 10 \$ _____ \$ _____
Right-of-Ways, lots and /or Facilities per acre

Tree and Shrub Pruning
As needed 2 \$ _____ \$ _____
Highway 175 @ Malloy Bridge Rd and Hall

NAME: _____

ADDRESS: _____

TOTAL \$ _____

NOTE: TRASH AND LITTER MUST BE REMOVED PRIOR TO ALL MOWINGS.