

REQUEST FOR ROPOSALS

CITY OF CONROE

**DEISON TECHNOLOGY PARK
MOWING AND LANDSCAPE MAINTENANCE
RFP #052319**



**CITY OF CONROE
P.O. BOX 3066
CONROE, TEXAS 77305**

PROPOSALS DUE THURSDAY, MAY 23, 2019 @ 2:00 PM

CITY OF CONROE PURCHASING DEPARTMENT

BID NOTICE FOR COMPETITIVE SEALED BIDS

The City of Conroe will receive Competitive Sealed Bids (5) – One (1) Original and (4) Copies for the City of Conroe Deison Technology Park Annual Mowing and Landscape Services Bid # 032119, located in Montgomery County, Texas. The bids shall be appropriately marked “**Deison Technology Park Annual Mowing and Landscape Services Bid # 032119**” and delivered to the City Secretary 300 West Davis, 3rd Floor, Conroe, Texas 77301.

There will be a non-mandatory Pre-Bid Meeting located at the Chamber of Commerce EDC Boardroom, 505 West Davis, on May 14, 2019 at 8:15 A.M., Site Visit to follow.

Bids are due on **Thursday May 23, 2019 at 2:00 p.m.** at which time they will be publicly opened and read aloud in the 3rd floor conference room, 300 West Davis St. Conroe Texas. Bids received after the specified time and date will be returned unopened.

RFP’s must be accompanied by a certified check upon some responsible bank of the State of Texas or a bid bond from a Surety Company holding a permit in the State of Texas in the amount of 10% of the bid. The amount of said check or bond will be forfeited to the Owner and the bank or surety shall be liable to the Owner for the amount in the event the successful proposer shall fail or refuse to enter into a contract or furnish bonds as hereafter required.

The successful proposer must furnish a performance bond and a payment bond on the forms provided, each in the amount of 100% of the contract price from a Surety Company holding a permit in the State of Texas and approved by the Federal Government.

Specifications and bid documents may be reviewed and downloaded online at Vendor registry. Go to www.cityofconroe.org, Purchasing Department, How to do Business. Questions concerning this bid should be directed to Danielle Scheiner, Deputy Director GCEDC.

No bid may in any way qualify, modify, substitute or change any part of the specifications or contract documents.

Pursuant to *Texas Local Government Code Section 252.043*, the City of Conroe may enter into a contract with the offeror meeting all the qualifications and specifications that submits the bid that offers the best value to the City considering the selection criteria and weighted value set forth in the request for bids and the ranking evaluation of the bids received. The City reserves the right to reject any and all bids, award parts of bids and to waive informalities in submission of bids.

CC 5/4/19 & 5/13/19

CITY OF CONROE, TEXAS

**CITY OF CONROE
PURCHASING DEPARTMENT
BID REQUEST**

Sealed Bids shall be clearly marked **DO NOT OPEN, BID #052319 DEISON TECHNOLOGY PARK – MOWING AND LANDSCAPE MAINTENANCE**, and mailed to the attention of the City Secretary, Soco Gorjon, City of Conroe, P. O. Box 3066, Conroe, Texas 77305 or Physical Address 300 W. Davis St. Conroe, Texas 77301.

Date: 05/23/19

Firm bids will be received until: 2:00 P.M. on May 23, 2019

For: CIDC – Danielle Scheiner

For Additional Information Contact: Kristina Colville Purchasing Manager at 936/522-3830

<i>DESCRIPTION</i>	TOTAL FROM BID SHEET
Total cost for mowing and landscape maintenance at the Deison Technology Park	

The undersigned hereby offers to furnish and deliver the articles or services as specified within this proposal at the prices and terms stated herein and in strict accordance with the specifications and general conditions of bidding, all of which are made a part of this offer. This offer is not subject to withdrawal.

Delivery can be made: _____ Cash Discounts _____ % _____ Days

Names of Business: _____

Mailing Address: _____

City _____ State _____ Zip _____

By: _____ Title _____

Phone: _____ E-Mail Address: _____

REQUEST FOR PROPOSAL (RFP)

Deison Technical Park Mowing and landscape Maintenance Services

INTRODUCTION

The purpose of this RFP is to solicit proposals to provide Mowing and Landscape Maintenance Services at the Deison Technical Park located in Montgomery County.

If you are interested in your organization being considered for this project, please submit one (1) original and four (4) copies of your proposal to:

City of Conroe
Soco Gorjon, City Secretary
P.O. Box 3066
Conroe, TX. 77305

Physical: City of Conroe
Soco Gorjon, City Secretary
300 W. Davis St.
Conroe, TX. 77301

Due Date: On or before 2:00 PM on Thursday, May 23, 2019.

All proposals shall be in a sealed envelope clearly marked “**RFP 052319 – Deison Tech Park Mowing and Landscape Maintenance**”

QUESTIONS AND INQUIRIES

Any person with questions regarding the scope of work contact:

Danielle Scheiner, Deputy Director GCEDC dscheiner@cityofconroe.org

Answers will be provided to all Candidates receiving RFP's as a written addendum. Candidates should not rely on any oral communication concerning this RFP and oral responses will have no binding effect.

SELECTION PROCESS

The City reserves the right to award parts of bids, reject any or all bids and to waive technical irregularities in bidding. Contract award will be made on the basis of the lowest qualified responsible bidder or the bidder who provides the goods and services at the best value for the City, considering the evaluation selection criteria below. No bid may be withdrawn before 90 days after submittal.

Best Value Selection Criteria:

- | | |
|--|-----------|
| 1. Training and Experience | 10 Points |
| 2. Past and/or current professional accomplishments, especially in relation to the type and magnitude of work required for the particular project; | 20 Points |
| 3. Capacity for timely completion of the work; | 15 Points |
| 4. Nature, quantity and value of comparable work previously performed and presently being performed; | 10 Points |
| 5. Size of Firm | 10 Points |
| 6. Past Performance on Public Contracts | 10 Points |
| 7. Local Participation | 10 Points |
| 8. Cost | 15 Points |

INTERVIEWS

Oral interviews may be arranged at the discretion of the evaluation team to assist in making the final selection.

If negotiations with the most qualified proposer are unsuccessful for any reason, the City will terminate negotiations formally and in writing with such firm and proceed in order to negotiate with the next most qualified firm until an agreement is reached.

Any Candidate required to interview should be prepared to discuss and substantiate any area of their proposal.

Proposals will be assessed against evaluation criteria and a decision made by the Evaluation Committee. Notification of proposal acceptance will be written formal confirmation followed by a purchase order.

The Owner is under no obligation to grant interviews to any Candidate receiving a copy of this RFP and/or submitting a written proposal in response to this RFP.

PROPOSERS

Proposers desiring Purchasing information or interpretation must request such information or interpretation from the Purchasing Department. Should a Proposer discover a discrepancy or an omission in the plans or specifications, he should at once notify the Purchasing Department so that an addendum can be issued. No explanation or interpretation other than an addendum issued by the City will be considered official or binding.

DELIVERY OF PROPOSALS

It is the proposer's responsibility to deliver his proposal at the proper time to the proper place. The fact that a proposal was dispatched will not be considered. The bidder must have the proposal actually delivered before the time set and the start of opening of the bids. Any bids received after the time and date specified in the Notice to Bidders will be returned unopened.

CORRECTIONS

Erasures or other corrections in the proposal must be noted over with the proposer's initials.

SUBSTITUTIONS

Where materials or equipment are specified by a trade or brand name, it is not the intention of the City to discriminate against an equal product of another manufacturer, but to set a definite standard of quality or performance, and to establish an equal basis for the evaluation of bids. In preparing his bid, each bidder is expected to include in his base bid the cost of the items so specified.

MATERIALS AND SERVICES

The Bidder warrants that goods, materials or services delivered to the City will meet the minimum specifications set forth therein. Bidder shall furnish all data pertinent to specifications and warranties, which apply to items in the bid.

COMMUNICATION

The City of Conroe shall not be responsible for any verbal communication between any representative of the City and any potential firm. All modifications to this solicitation must be made in writing. A proposer's failure to examine relevant documents or specifications will not relieve offeror from any obligation with regard to their response to this invitation.

CONDITIONS OF CONDUCT

At all times any agent, officer, or employee of Proposer shall be present upon property owned by the City of Conroe, the terms and conditions of the Drug and Alcohol Policy currently adopted by the City of Conroe, shall be deemed applicable to such persons. Violations of terms and conditions while present on the premises owned by the City of Conroe shall be grounds for termination of any contract between the City and Proposer. A copy of this policy is available for public inspection in the office of the City Secretary and copies may be obtained at a nominal charge.

ETHICAL STANDARD

- No City official or employee shall have interest in any contract resulting from this "RFP". Individuals with a possible conflict will enact a public disclosure record by completing a "Conflict of Interest Questionnaire" form.
- Section 2252.908 is a new ethics law that was enacted by H.B. 1295 in 2015. It prohibits a city from entering into certain contracts with a business entity unless the business entity submits a form called a disclosure of "interested parties," and the city confirms with the Texas Ethics Commission that it received the form. For a tutorial and instruction for filing Form 1295, please see the link. **Use 052319 as the project description.**

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

CONDITIONS OF WORK

Respondents are to be fully informed of construction and labor conditions under which the work will be performed, and to have fully reviewed the plans, contract documents and specifications. Failure to do so will not relieve the successful respondent of any obligations to furnish material and labor necessary to complete the project.

RESERVATIONS

The City, through its duly authorized officials, reserves the right to reject any, part of, or all proposals and to waive any formality pertaining to any proposal, without the imposition of any form of liability. The Owner also reserves the right to award this proposal to the most qualified proposer or to the proposer that offers the best value to the City taking into consideration the evaluation criteria contained herein. The companies whose proposals are not accepted will be notified after a binding agreement between the successful Candidate and the Owner is executed, or upon the Owner's rejection of all proposals.

VIOLATION OF CONTRACT, LAW OR ORDINANCES

In the event the consultant, its agents, representatives, employees, or volunteers are found willfully violating any law, ordinance, or provision of this contract, or becomes

objectionable and offensive to the Public or City personnel, the said contractor shall be required to remove any such person from participating in this contract.

REIMBURSEMENTS

There is no expressed or implied obligation for the City of Conroe to reimburse responding firms for any expenses incurred in preparing proposals in response to this request and the City will not reimburse responding firms for these expenses, nor will the City pay any subsequent costs associated with the provision of any additional information or presentation, or to procure a contract for these services.

DISCLOSURE

There will be no disclosure of the contents to competing firms until the contract is awarded. All proposals will be kept confidential during the negotiation process. Once the contract has been awarded all proposals will be open for public inspection, except for trade secrets and confidential information, which the firm identifies as proprietary.

TERMINATION OF SERVICES

The City reserves the right to terminate the contract immediately for failure to meet delivery or completion schedules, or otherwise perform in accordance with the requirements of this proposal.

INDEMNIFICATION

The Proposer shall, defend, indemnify, and hold harmless the City of Conroe, their officers, and agents from and against any and all claims, demands, causes of action, orders, decrees, or judgments for injury, death, damage to person or property, loss, damage, or liability of any kind (including without limitation liability under any federal, state, or local environmental law, Compensation and Liability Act; fees and costs (including all costs or settlements and reasonable attorney's fees incurred in defending any claim, demand, or cause of action) occasioned by, growing out of, or arising from (a) the performance of any product or service to be supplied by the Proposer, or (b) by any act, error or omission on the part of the Proposer, its agents, employees, or subcontractors, and or (c) any failure to fully comply with all applicable laws and regulations by the Proposer, its agents, employees, or subcontractors.

INDEPENDENT CONTRACTOR RELATIONSHIP

The Proposer is and shall perform these services as an independent contractor, and as such, shall have and maintain control over all of its employees, agents, and operations. Neither the Proposer nor anyone employed by it shall be, represent, act, purport to act or be deemed to be the agent, representative, employee or servant of the City of Conroe. The proposer selected by this RFP will be working as an independent contractor and will be required to take out and keep in force all permits, licenses, certifications, other approvals and or insurance that may be required by the City of Conroe, any local or regional governmental agency, the State of Texas, or the federal government. Failure to comply with any of these items would be grounds for immediate cancellation of the contract.

TERM OF CONTRACT

The contract shall be for one (1) year with the option for up to four (4) one (1) year renewals.

PROPOSAL / BID BOND

Each proposal must be accompanied by a bid bond or other acceptable security in an amount equal to ten percent (10%) of the base offer amount. The bond may consist of a surety bid bond executed by a surety licensed to do business in the State of Texas, or a certified check or cashiers' check in the required amount drawn on a bank doing business in the State of Texas and made payable to the City of Conroe, Texas.

PERFORMANCE AND PAYMENT BONDS

The Contractor shall provide separate performance and payment bonds, each in an amount equal to the contract price and executed by both Contractor and a surety company authorized to execute surety bonds and to do surety business in the State of Texas. The bonds must be in a form acceptable to City and satisfying the requirements of Texas Government Code, Chapter 2253.

Contractor shall provide a copy of the payment bond to each subcontractor and to each person or entity alleging a claim against the project or appearing to be a potential beneficiary of the payment bond.

If the Contract price does not exceed \$50,000, then no performance or payment bond shall be required, provided however, City shall retain the entire contract price until final completion and acceptance of the work.

Contractor shall be exclusively responsible for the payment of Contractors, employees, subcontractors, suppliers and materials and shall promptly obtain the release of any lien or claim filed against the property of City by such persons as a result of the project.

INSURANCE REQUIREMENTS

The Proposer shall procure and maintain, at its expense, during the term of this proposal, at least the following insurance, covering work performed.

COVERAGE	LIMITS
Workers Compensation	Minimum required by law
Employer's Liability	\$1,000,000.00 each occurrence
Public Liability (Bodily injury)	\$1,000,000.00 combined single limit
Public Liability (Property Damage)	\$1,000,000.00 combined single limit
Automobile Liability (Bodily Injury)	\$1,000,000.00 each person
Automobile Liability (Property Damage)	\$1,000,000.00 each occurrence

The Proposer agrees to furnish insurance certificates, showing the Proposer's compliance with this section.

EQUAL EMPLOYMENT OPPORTUNITY

Attention is called to the requirements for ensuring that employees and applicants for employment are not discriminated against because of their age, race, color, creed, sex or national origin.

PRICE OF MATERIALS AND SALES TAX

Prices for all goods or services shall remain firm for the duration of this contract and shall be stated on the bid sheet. Prices shall be all inclusive. Any price not shown on the bid sheet will not be honored by invoice. No price changes, additions or subsequent qualifications will be honored during the course of this contract. All prices must be written in ink or typewritten. Transportation, freight or other charges are to be prepaid by

the bidder and included in the bid price. If there are additional charges of any kind, other than those mentioned above, specified or unspecified, Bidder must indicate both items required and attendant cost or forfeit the right to payment. Invoices must be submitted by the vendor in duplicate to the City of Conroe Purchasing Dept., P.O. Box 3066, Conroe TX 77305.

This Contract is issued by an organization, which qualifies for exemption pursuant to the provisions of Article 20.04 (F) of the Texas Limited Sales, Excise and Use Tax Act.

UNIT PRICES

The unit price of each of the bid items in the bid proposal shall include its pro-rata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price bid represents the total bid. Any bid not conforming to the condition may be rejected. The unit prices will be used to determine the amount of any change orders resulting from an increase or decrease in quantities.

CHANGE ORDERS

The Owner may, at any time or from time to time, order additions, deletions or revisions to the Work; such changes will be authorized by written Change Order to be prepared by the PURCHASING DEPARTMENT for execution by the OWNER and the CONTRACTOR. The Change Order shall set forth the basis for any change in contract price as hereinafter set forth for Extra Work, and any change in contract time which may result from the change.

Any request by the CONTRACTOR for a change in Contract Price shall be made prior to beginning the work covered by the proposed change.

It is agreed that the basis of compensation to the CONTRACTOR for Work either added or deleted by a Change Order for which a claim for Extra Work is made shall be determined by one or more of the following methods:

- Method (A) - By agreed unit prices; or
- Method (B) - By agreed lump sum

PAYMENT

Payment will be scheduled within thirty (30) days upon complete delivery and acceptance of all equipment/material and receipt of an original invoice for the equipment/material complying with the terms and conditions of the award. The City reserves the right to withhold up to ten percent (10%) of the purchase price in the event there is a conditional acceptance.

MINIMUM STANDARDS FOR PROSPECTIVE PROPOSERS

A prospective offeror must affirmably demonstrate their ability to meet the following requirements. The City may request representation and other information sufficient to determine the offeror's ability to meet the minimum standards listed below.

- 1) Have adequate financial resources, or the ability to obtain such resources as required.
- 2) Be able to comply with the required or proposed completion schedule.
- 3) Have satisfactory record of performance with similar projects.
- 4) Be otherwise qualified and eligible to receive an award and enter into a contract with the City of Conroe.

RESPONSE FORMAT

The items listed below shall be submitted with each proposal and should be submitted in the order shown. Each section should be clearly labeled, with pages numbered and separated by tabs. Failure by a Proposer to include all listed items may result in their proposal being rejected.

❖ Tab 1 – Cover Letter

Provide a cover letter indicating your firm's understanding of the requirements and qualifications relating to this proposal. The letter must be brief and formal from the proposer and provide information regarding the firm's interest in and ability to perform the requirements of this RFP. A person who is authorized by the organization to enter into an agreement with the City of Conroe will sign the letter.

❖ Tab 2 – Acceptance of Conditions

Indicate any exceptions to the requirements, specifications, terms and conditions of this RFP, including the Scope of Services.

❖ Tab 3 – Company Background

1. Years in business under present name.
2. Name and address of office location.
3. Ownership structure (Corporation / Partnership).
4. Names and titles of officers in the company.
5. Company trade organizations / associations / affiliations

❖ Tab 4 – Experience of Key Personnel

1. List key personnel that will be assigned or oversee this contract.

❖ Tab 5 – References (1 – Page Maximum)

Provide references from cities that your firm has provided services to, similar to this scope of work, in whole or in part.

❖ Tab 6 – Pricing and Supplemental Information

Include pricing page/Bid Sheet, Insurance, 1295 Form, Conflict of Interest Form, HB 89 Form, SB 252, all submittals as stated in the scope of work and any and all other pertinent information.

PROPOSAL AGREEMENT AND CERTIFICATION

The Undersigned Agrees That:

The individual signing this proposal certifies that he/she is a legal agent of the Proposer, authorized to represent the Proposer and is legally responsible for the offer with regard to supporting documentation and prices provided.

- A. Prices in this proposal have not knowingly been disclosed with any other provider and will not be prior to award.
- B. Prices in this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- C. No attempt has been made nor will be to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- D. The individual signing this proposal certifies that he/she is a legal agent of the proposer, authorized to represent the proposer and is legally responsible for the offer with regard to supporting documentation and prices provided.

(Company Name)
Printed)

(Name of Authorized Agent –

(Street Address / P.O. Box)

(Authorized Agent Signature)

(City / State / Zip Code)

(Date)

(Phone)

(E-Mail Address)

ATTACHMENT A

FREQUENCY CHART

Task	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Irrigation Maintenance													
Maintenance Walk-thru	1	1	1	1	1	1	1	1	1	1	1	1	12
Plant Maintenance													
Prune, Cultivate, Water, Weed etc.	1	1	2	2	2	2	2	2	2	1	1	1	19
Re-Mulch/ Fertilize													
Re-Mulch and fertilize all flower beds	0	1	0	0	0	0	1	0	0	1	0	0	3
Mowing													
Sahara Bermuda Grass Areas	0	0	1	0	1	1	1	1	1	0	1	0	7
Mowing													
Zoysia Grass	1	1	2	3	5	4	4	5	4	3	2	1	35

BID SHEET

**DEISON TECH PARK
ANNUAL MOWING AND LANDSCAPE
MAINTENANCE SERVICES CONTRACT**

COMPANY NAME: _____

ADDRESS: _____

PHONE: _____

OWNER OR REPRESENTATIVE: _____
(PRINT)

SIGNATURE: _____

Irrigation Maintenance:

Total Cost per Visit: _____ X 12 Visits: _____

Plant Maintenance:

Total Cost per Visit: _____ X 19 Visits: _____

Re-Mulch/ Fertilize:

Total Cost per Visit: _____ X 3 Visits: _____

Mowing Sahara Bermuda Grass Areas:

Total Cost per Visit: _____ X 7 Visits: _____

Mowing Zoysia Grass Areas:

Total Cost per Visit: _____ X 35 Visits: _____

TOTAL BID: _____
(Put this total also on Bid Sheet, page #1)

Deison Technology Park

Specifications

Located in
City of Conroe
Montgomery County, Texas

Prepared for

Conroe Industrial Development Corporation

December, 28 2015



BURDITT Consultants, LLC

310 Longmire Rd., Conroe, TX 77304

P: (936) 756-3041 F: (936) 539-3240

IRRIGATION MAINTENANCE

1. During the year maintenance period following final acceptance, provide periodical maintenance of the system including but not limited to the following:
2. Perform a maintenance walk thru of the irrigation system the first week of each month of the year. (12 times per year). Each walk thru should consist of;
 - a. Raise or lower heads to compensate for settling of lawn areas.
 - b. Clean nozzles and adjust spray arcs and radii to provide proper coverage and prevent overspray onto roadways.
 - c. Raise shrub risers to compensate for shrub growth.
 - d. Adjust controllers seasonally to provide correct amount of water to plants, trees and grass.
 - e. Note any leaks for scheduling the repair. Make the repairs within 48 hours.
 - f. Note any dry or excessively wet spots for adjustment of watering.
 - g. Provide to the Owner a report of each walk thru noting deficiencies and method and timing of corrections and repairs.

SECTION 32 91 00
PLANTING PREPARATION

PART 1 - GENERAL

1.1 SUMMARY

1.2 A. Section Includes:

1. Plants.
2. Planting soils.
3. Maintenance.

1.3 DEFINITIONS

- A. Backfill: The earth used to replace or the act of replacing earth in an excavation.
- B. Duff Layer: The surface layer of native topsoil that is composed of mostly decayed leaves, twigs, and detritus.
- C. Finish Grade: Elevation of finished surface of planting soil.
- D. Manufactured Topsoil: Soil produced off-site by homogeneously blending mineral soils or sand with stabilized organic soil amendments to produce topsoil or planting soil.
- E. Pesticide: A substance or mixture intended for preventing, destroying, repelling, or mitigating a pest. This includes insecticides, miticides, herbicides, fungicides, rodenticides, and molluscicides. It also includes substances or mixtures intended for use as a plant regulator, defoliant, or desiccant.
- F. Pests: Living organisms that occur where they are not desired, or that cause damage to plants, animals, or people. These include insects, mites, grubs, mollusks (snails and slugs), rodents (gophers, moles, and mice), unwanted plants (weeds), fungi, bacteria, and viruses.
- G. Planting Soil: Standardized topsoil; existing, native surface topsoil; existing, in-place surface soil; imported topsoil; or manufactured topsoil that is modified with soil amendments and perhaps fertilizers to produce a soil mixture best for plant growth.
- H. Root Flare: Also called "trunk flare." The area at the base of the plant's stem or trunk where the stem or trunk broadens to form roots; the area of transition between the root system and the stem or trunk.
- I. Subgrade: Surface or elevation of subsoil remaining after excavation is complete, or the top surface of a fill or backfill before planting soil is placed.
- J. Subsoil: All soil beneath the topsoil layer of the soil profile, and typified by the lack of organic matter and soil organisms.
- K. Surface Soil: Soil that is present at the top layer of the existing soil profile at the Project site. In undisturbed areas, the surface soil is typically topsoil; but in disturbed areas such as urban environments, the surface soil can be subsoil.

1.4 SUBMITTALS

- A. Product Data: Submit to the Landscape Architect for each type of product indicated, including soils.
- B. Product certificates.
- C. Maintenance Instructions: Submit to the Landscape Architect recommended procedures to be approved by Owner for maintenance of plants during a calendar year for each type of soils, mulch, amendments, fertilizers and pesticides.

1.5 QUALITY ASSURANCE

- A. Installer's Field Supervision: Require Installer to maintain an experienced full-time supervisor on Project site when work is in progress.

Deison Technology Park

- B. Soil Analysis: Soil Analysis of topsoil shall be provided by General Contractor to Project Landscape Architect and Owner a minimum of 2 weeks prior to delivery or any amendment of on-site topsoils.
- C. Provide quality, size, genus, species, and variety of plants indicated, complying with applicable requirements in ANSI Z60.1.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Do not prune trees and shrubs before delivery. Protect bark, branches, and root systems from sun scald, drying, wind burn, sweating, whipping, and other handling and tying damage. Do not bend or bind-tie trees or shrubs in such a manner as to destroy their natural shape. Provide protective covering of plants during shipping and delivery. Do not drop plants during delivery and handling.
- B. Handle planting stock by root ball.
- C. Deliver plants after preparations for planting have been completed, and install immediately. If planting is delayed more than six hours after delivery, set plants and trees in their appropriate aspect (sun, filtered sun, or shade), protect from weather and mechanical damage, and keep roots moist.

1.7 WARRANTY

- A. The contractor is to bear all cost of warranty expenses, except for the exclusions described in this section.
- B. The contractor is to warrant all plant material (except annuals) to remain alive and be in a healthy and vigorous condition for the specified period of 1 year (365 days) after installation. Warranty period for annuals shall be ninety (90) days.
- C. The contractor is to remove and immediately replace all plant material as determined by the landscape architect to be unsatisfactory during the initial installation.
- D. After initial planting, the contractor will replace once, in accordance with the drawings and specifications, all plant material that are dead or determined by the Landscape Architect to be in an unhealthy condition. The replacement will occur before the end of the warranty period.
- E. Warranty shall not include damage or loss of material caused by fires, floods, drought, freezing rain, lightening, winds over 75 mph, winter kills caused by extreme cold and severe conditions not typical of the region, acts of vandalism, negligence on part of the Owner or other acts which the contractor has not control.

1.8 MAINTENANCE SERVICE

- A. Provide maintenance by skilled employees of landscape Installer. Maintain as required in Part 3. Begin maintenance immediately after plants are installed and continue until plantings are acceptably healthy and well established but for not less than maintenance period below.
 - 1. Maintenance Period for Trees and Shrubs: One Year from the accepted date by the Owner for Substantial Completion or Notice to Proceed.
 - 2. Maintenance Period for Ground Cover and Other Plants: One Year from the accepted date by the Owner for Substantial Completion of Notice to Proceed.

Deison Technology Park

PART 2 - PRODUCTS

2.1 PLANT MATERIAL

- A. General: Furnish nursery-grown plants true to genus, species, variety, cultivar, stem form, shearing, and other features indicated in Plant Schedule or Plant Legend shown on Drawings and complying with ANSI Z60.1; and with healthy root systems developed by transplanting or root pruning. Provide well-shaped, fully branched, healthy, vigorous stock, densely foliated when in leaf and free of disease, pests, eggs, larvae, and defects such as knots, sun scald, injuries, abrasions, and disfigurement.
- B. Root-Ball Depth: Furnish trees and shrubs with root balls measured from top of root ball, which shall begin at root flare according to ANSI Z60.1. Root flare shall be visible before planting.
- C. Annuals and Biennials: Provide healthy, disease-free plants of species and variety shown or listed, with well-established root systems reaching to sides of the container to maintain a firm ball, but not with excessive root growth encircling the container. Provide only plants that are acclimated to outdoor conditions before delivery and that are in bud but not yet in bloom.

2.2 TOPSOIL

- A. TOPSOIL: The topsoil shall be screened (1/2" minus) and contain no more than 20 percent of its volume in rock. The topsoil shall be a natural friable soil, possessing characteristics of representative productive soils from the construction site. The topsoil shall be reasonably free from subsoil, clay lumps, stone, or similar objects larger than 1/2 inch in greatest diameter, brush, stumps, roots, objectionable weeds or litter, excess acid or alkali, or any other material or substance which may be harmful to plant growth or a hindrance to subsequent smooth grading, and maintenance operations. Soil pH shall be 6.5 – 7.2.

2.3 SOIL AMENDMENTS

- A. Compost: Well-composted, stable, and weed-free organic matter, pH range of 6.5 to 7; moisture content 35 to 55 percent by weight; 100 percent passing through 1-inch (25-mm) sieve; soluble salt content of 5 decisiemens/m; not exceeding 0.5 percent inert contaminants and free of substances toxic to plantings.
- B. Wood Derivatives: Decomposed, nitrogen-treated sawdust, ground bark, or wood waste; of uniform texture and free of chips, stones, sticks, soil, or toxic materials.

2.4 FERTILIZERS

- A. Bonemeal: Commercial, raw or steamed, finely ground; a minimum of 1 percent nitrogen and 10 percent phosphoric acid.
- B. Superphosphate: Commercial, phosphate mixture, soluble; a minimum of 20 percent available phosphoric acid.
- C. Commercial Fertilizer: Commercial-grade complete fertilizer of neutral character, consisting of fast- and slow-release nitrogen, 50 percent derived from natural organic sources of urea formaldehyde, phosphorous, and potassium in the following composition:
 - 1. Composition: 1 lb/1000 sq. ft. of actual nitrogen, 4 percent phosphorous, and 2 percent potassium, by weight.
- D. Slow-Release Fertilizer: Granular or pelleted fertilizer consisting of 50 percent water-insoluble nitrogen, phosphorus, and potassium in the following composition:
 - 1. Composition: 16 percent nitrogen, 6 percent phosphorous, and 12 percent potassium, by weight.
 - 2. Manufacturers: Osmocote or approved equal.

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2.5 MULCHES

- A. Organic Mulch: Pine bark mulch as produced by Living Earth Technology or approved equal, free from deleterious materials and suitable for top dressing of trees, shrubs, and plants.

2.6 HERBICIDE

- A. Pre-emergent herbicide shall be Syngenta - Barricade 007, or approved equal. Re-apply 6 months after initial application.
- B. Contact herbicide shall be Monsanto – Round Up or approved equal.

2.7 PESTICIDES

General: Pesticide registered and approved by EPA, acceptable to authorities having jurisdiction, and of type recommended by manufacturer for each specific problem and as required for Project conditions and application. Do not use restricted pesticides unless authorized in writing by authorities having jurisdiction.

PART 3 - EXECUTION

3.1 PREPARATION – GENERAL

- A. Amend minimum 2” depth of soil amendment into topsoil of all new planting areas. Fully incorporate by roto-tilling to a minimum depth of 6”.
- B. Do not commence planting installation until irrigation system is fully operational from controller.
- C. Layout individual tree and shrub locations and areas for multiple plantings. Adjust locations to avoid cutting tree roots over ½” diameter. Stake locations and outline areas for Landscape Architect’s approval prior to commencing planting. Minor adjustments may be made as required.

3.2 PLANTING AREA ESTABLISHMENT

- A. Loosen subgrade of planting areas to a minimum depth of **12 inches (304 mm)**. Remove stones larger than **1/2 inch** in any dimension and sticks, roots, rubbish, and other extraneous matter and legally dispose of them off Owner's property.
 - 1. Apply fertilizer directly to subgrade before loosening.
 - 2. Thoroughly blend planting soil off-site before spreading or spread topsoil, apply soil amendments and fertilizer on surface, and thoroughly blend planting soil.
 - 3. Spread planting soil to a depth of **6 inches (152 mm)** but not less than required to meet finish grades after natural settlement. Do not spread if planting soil or subgrade is frozen, muddy, or excessively wet.
- B. Finish grade area by floating and hand raking to an acceptable smooth, even grade. Remove high points and fill low pockets to eliminate the possibility of standing water. Surface shall be free of debris, clods, and rocks greater than ½”. Noxious weeds or parts thereof shall not be present in the surface grade prior to landscaping.
 - 1. Establish finish grades to within ± 0.1 foot of grades indicated and allow 3” for mulch.

3.3 EXCAVATION FOR TREES AND SHRUBS

- A. Planting Pits and Trenches: Excavate circular planting pits with sides sloping inward at a 45-degree angle. Excavations with vertical sides are not acceptable. Trim perimeter of

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bottom leaving center area of bottom raised slightly to support root ball and assist in drainage away from center. Do not further disturb base. Ensure that root ball will sit on undisturbed base soil to prevent settling. Scarify sides of planting pit smeared or smoothed during excavation.

1. Excavate approximately three times as wide as ball diameter.
2. Do not excavate deeper than depth of the root ball, measured from the root flare to the bottom of the root ball.

Subsoil and topsoil removed from excavations may be used as planting soil in compliance with planting requirements.

3.4 TREE, SHRUB, AND VINE PLANTING

- A. Before planting, verify that root flare is visible at top of root ball according to ANSI Z60.1.
- B. Remove stem girdling roots and kinked roots. Remove injured roots by cutting cleanly; do not break.
- C. Set stock plumb and in center of planting pit or trench with root flare as indicated on drawings, above adjacent finish grades.
 1. Use planting soil for backfill.
 2. Container-Grown: Carefully remove root ball from container without damaging root ball or plant.
 3. Backfill around root ball in layers, tamping to settle soil and eliminate voids and air pockets. When planting pit is approximately one-half filled, water thoroughly before placing remainder of backfill. Repeat watering until no more water is absorbed.
 4. Place fertilizer in each planting pit when pit is approximately one-half filled. Do not place in bottom of hole.
 5. Continue backfilling process. Water again after placing and tamping final layer of soil.
- D. When planting on slopes, set the plant so the root flare on the uphill side is flush with the surrounding soil on the slope; the edge of the root ball on the downhill side will be above the surrounding soil. Apply enough soil to cover the downhill side of the root ball.

3.5 TREE, SHRUB, AND VINE PRUNING

- A. Remove only dead, dying, or broken branches. Do not prune for shape.
- B. Prune, thin, and shape trees, shrubs, and vines according to standard professional horticultural and arboricultural practices. Unless otherwise indicated by Architect, do not cut tree leaders; remove only injured, dying, or dead branches from trees and shrubs; and prune to retain natural character.

3.6 GROUND COVER AND PLANT PLANTING

- A. Backfill with specified planting soil.
- B. Set out and space as indicated on drawings in even rows with triangular spacing.
- C. Dig holes large enough to allow spreading of roots.
- D. Apply fertilizer.
- E. Work soil around roots to eliminate air pockets.
- F. Water thoroughly after planting, taking care not to cover plant crowns with wet soil.
- G. Protect plants from hot sun and wind; remove protection if plants show evidence of recovery from transplanting shock.

3.7 PLANTING AREA MULCHING

- A. Mulch backfilled surfaces of planting areas and other areas indicated.

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1. Trees and Tree-like Shrubs in Turf Areas: Apply organic ring of average thickness indicated on drawings, with radius or layout ads indicated on drawings, around trunks or stems. Do not place mulch within **3 inches (76 mm)** of trunks or stems.
2. Organic Mulch in Planting Areas: Apply **3-inch (76-mm)** average thickness of mulch over whole surface of planting area, and finish level with adjacent finish grades. Do not place mulch within **3 inches (76 mm)** of trunks or stems.
3. Excavate edge of beds along walks and curbs an additional 4" and place additional mulch.

3.8 PLANT MAINTENANCE

- A. Maintain plantings by pruning, cultivating, watering, weeding, fertilizing, mulching, restoring planting saucers, resetting to proper grades or vertical position, and performing other operations as required to establish healthy, viable plantings. Spray or treat as required to keep trees and shrubs free of insects and disease.
- B. Fill in as necessary soil subsidence that may occur because of settling or other processes. Replace mulch materials damaged or lost in areas of subsidence.
- C. Apply treatments as required to keep plant materials, planted areas, and soils free of pests and pathogens or disease. Use practices to minimize the use of pesticides and reduce hazards.
- D. Apply pesticides and other chemical products and biological control agents in accordance with authorities having jurisdiction and manufacturer's written recommendations. Coordinate applications with Owner's operations and others in proximity to the Work. Notify Owner before each application is performed.
- E. Maintain all planting beds per the following schedule:
 - Jan – 1 visit
 - Feb – 1 visit
 - March – 2 visits
 - April – 2 visits
 - May – 2 visits
 - June – 2 visits
 - July – 2 visits
 - Aug – 2 visits
 - Sept – 2 visits
 - Oct – 1 visit
 - Nov – 1 visit
 - Dec – 1 visit
- F. Re-mulch all planting beds to achieve a depth of 3 inches 3 times per year during the Feb, July and Oct visits.
- G. Fertilize all plants 3 times per year with a slow release fertilizer during the Feb, July and Oct visits.
- G) Protect plants from damage due to landscape installation operations as well as the operations of other contractors and trades. Maintain protection during installation. Report damage to the Landscape Architect.

END OF SECTION 32 91 00

TURF AND
GRASSES

PART 1 – GENERAL

1. SCOPE

This section provides minimum requirements for acceptance of turf establishment.

1.2 WARRANTY

- A. The contractor is to bear all cost of warranty expenses, except for the exclusions described in this section.
- B. The contractor is to warrant all grass, except for areas described below, to remain alive and be in a healthy and vigorous condition for the specified period of ninety (90) days after Substantial Completion.
- C. The contractor is to remove and immediately replace all grass sod as determined by the Landscape Architect or Owner to be unsatisfactory during the initial installation.
- D. After initial sodding and seeding and Substantial Completion, the contractor will replace once, in accordance with the drawings and specifications, all grass sod and seeded areas that are dead or determined by the Landscape Architect or Owner to be in an unhealthy condition. The replacement will occur before the end of the warranty period.
- E. Warranty shall not include damage or loss of material caused by fires, floods, drought, freezing rain, lightening, winter kills caused by extreme cold and severe conditions not typical of the region, acts of vandalism, areas not covered by automatic irrigation, negligence on part of the Owner or other acts which the contractor has not control.
- F. The contractor is to warrant all grass outside of automatic irrigation to remain alive and be in a healthy and vigorous condition for a period of forty five (45) days after substantial completion.

PART 2 – PRODUCTS

2.1 FERTILIZER

- A. Deliver fertilizer in bags or containers clearly labeled with name and address of the manufacturer, weight and guaranteed analysis.
 - 1. Bulk fertilizer, if approved by the Landscape Architect, must be accompanied by an invoice or label with the name and address of the manufacturer and guaranteed analysis and appropriate means to accurately measure and record weight of fertilizer used.
- B. Deliver fertilizer in clean, unopened and undamaged bags.
- C. Turf Establishment – Planting Methods: Dry Application, Over seeding, and Sodding:
 - 1. Provide granulated fertilizer which has the specified analysis.
 - 2. The guaranteed analysis represents the percent nitrogen (total N), percent water insoluble nitrogen (where applicable), percent phosphate (citrate soluble P as P₂O₅) and percent potash (water soluble K as K₂O) nutrients as determined by the methods of the Association of Official Analytical Chemists.
- D. Turf Establishment – Planting Method: Hydroseeding with Mulch:

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1. Use a complete soluble synthetic fertilizer with an analysis ratio as directed by the Landscape Architect.
- E. Reject fertilizer containing objectionable material that may hinder proper distribution.
- F. Use dry and free-flowing fertilizer. Caked fertilizer will be considered nonconforming.

2.2 SEED

- A. Provide seed that complies with the Texas Seed and Plant Certification Act and Standards, Sections 21.9, 31.10 & 21.11 and U.S. Department of Agriculture Rules and Regulations – Federal Seed Act..
- B. Provide seed bags with tags affixed for inspection in the field. Bags without tags will be considered nonconforming.
- C. Seed shall be tested and certified by a commercial or State laboratory not more than 9 months prior to the date of planting.
- D. Provide seed in clean, unopened and undamaged bags.
- E. Provide seeds containing no objectionable material, such as sticks, stems and unthreshed seed heads, which will hinder proper distribution.
- F. Seed that is wet, moldy, starting to germinate or otherwise damaged, will be considered nonconforming and will be rejected.

2.3 SOD

- A. Provide live, growing grass sod.
- B. Provide dark green sod with a healthy vigorous system of dense, thickly matted roots throughout the soil of the sod for a minimum depth of 1 inch (+-1/4 inch), excluding top growth and thatch.
- C. Provide sod that contains no more than 5 percent noxious weeds and other crop and weed contaminants.
- D. Provide sod free of diseases and harmful insects.
- E. Sod panels shall be strong enough to support their own weight and retain size and shape when suspended vertically from a firm grasp on the upper 10 percent of the panel.
- F. Harvest, deliver and install sod within a 36-hour period. Sod not planted within this time period must be inspected and approved by the Landscape Architect prior to installation.
- G. Sod that has been allowed to dry out by exposure to the sun and air is unacceptable and will be considered nonconforming and will be rejected.

2.4 MULCH

- A. Provide mulch products free of noxious weeds and foreign materials.
- B. Provide mulch free of mold and rot.
- C. Provide commercial quality paper mulch consisting of paper cellulose fiber mulch made from post-consumer recovered paper materials such as Pro-Mat[®], International Cellulose[®] or approved equal.
- D. Provide hay mulch of prairie grass, Bermuda grass or other hay as approved by Landscape Architect.
- E. Provide screened, mature compost or other organic materials as approved by the Landscape Architect.
- F.

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2.5 TACKIFIER

- A. Provide organic biodegradable tackifier manufactured from muciloids or guar gum.
- B. Other Soil Stabilizers such as SoilMaster-WR®, Soil Sement®, UltraBond 2000® or approved equal, may be applied when approved by Landscape Architect.
- C. Provide product and manufacturer's name along with application recommendations for tackifier and soil stabilizers.

PART 3 – EXECUTION

3.1 GENERAL

- A. Perform turf establishment as soon as practical after construction activities, but not later than 14 calendar days.
- B. Long term exposure of bare earth will not be permitted.
- C. Do not perform work on wet areas so that equipment operation causes rutting of the ground or when the soil is in a non-tillable condition.

3.2 SEED/SOD BED PREPARATION

- A. Seed/Sod bed is defined as the soil designated to support turf grass and/or sod, 6 inches in depth below the design surface or as directed by the Landscape Architect.
- B. Correct irregularities in finished bed surfaces to eliminate depressions.
- C. Disk, harrow, rake or grade the bed until it is free of clods and roots.
- D. Remove roots and woody plants over 1/2 inch in diameter.
- E. Leave final surface in a loosened condition.
- F. Avoid surface crusting of the seedbed after rainfall, prior to turf establishment. Disk, harrow, or rake to loosen soil surface.
- G. Grade the bed adjacent to existing turf grass or pavement for areas receiving sod to permit sod to be flush with adjacent surfaces.
- H. Protect prepared beds from damage by pedestrian or vehicular traffic.
- I. Obtain prepared bed inspection and acceptance from the Landscape Architect prior to other turf establishment activities.

3.3 SEEDING

- A. Refer to the Landscape Drawings for seeding rates.
- B. Seeding rate is for "Pure Live Seed (PLS)". Percentage of purity, germination and dormant seeds, as shown on the seed tag, shall be used to determine the actual application rate of bulk material to obtain required amount of PLS per acre. $PLS = (\% \text{germination} + \% \text{dormant seed}) \times \% \text{purity}$.

3.4 DRY APPLICATION

- A. Seed Bed Preparation:
 - 1. Disk 3 to 4" deep
 - 2. Rake or Harrow
- B. Seeding:
 - 1. Plant seed with a Culti-packer seeder. Plant grass seed no deeper than ¼ inch. Distribute seed evenly.

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2. Roll the planted seedbed with a Culti-packer immediately after seeding and prior to applying mulch cover.
 3. Seed may be broadcast by hand for small areas or areas inaccessible to seeding equipment, as approved by the Landscape Architect. Areas seeded by hand shall be rolled or lightly compacted, if possible.
- C. Mulching:
1. Apply a hydromulch, consisting of a homogeneous aqueous mixture of recycled paper fiber, water and tackifier or soil stabilizer, to achieve a rate of 1,000 pounds of paper fiber mulch per acre over the seed bed. Apply guar gum tackifier at a minimum rate of 50 pounds (dry weight) per acre.
 2. Application rate for other tackifier or soil stabilizer compounds shall be in accordance with the manufacturer's recommendations and approved by the Landscape Architect.
- D. Watering:
1. Contractor shall water seeded areas within 3 hours after seeding operations are completed.

3.5 HYDROSEEDING WITH MULCH

- A. Hydroseeding with mulch is the application of a homogeneous aqueous mixture of seed, water, fertilizer, dye, and recycled paper mulch and tackifier/soil stabilizer to the seedbed.
- B. Add completely water soluble synthetic fertilizer with an analysis ratio of as directed by Landscape Architect, such as 15:15:15 to the aqueous mixture no more than 30 minutes prior to application to prevent damage to the seed.
- C. Apply guar gum tackifier at a minimum rate of 50 pounds (dry weight) per acre.
- D. Apply recycled paper mulch at a rate of 2,000 pounds (dry weight) per acre.
- E. Application rate for other tackifier or soil stabilizer compounds shall be in accordance with manufacturer's recommendations and approved by the Landscape Architect.

3.6 SEEDING ON STEEP SLOPES

- A. Blow in straw or hay on seeded areas with a slope steeper than 4:1 immediately after application of seed.
- B. Blow in straw or hay simultaneously with approved tackifier.
 1. Apply straw or hay at the rate per 2,000 lbs. per acre to create a uniform mat of coverage a minimum of ½" thick to protect seedbed.
 2. Apply guar gum tackifier at a minimum rate of 50 lbs. per acre or approved equal at manufacturer's recommended rate.

3.7 FERTILIZATION

- A. Deliver fertilizer in bags or containers clearly labeled with name and address of the manufacturer, weight and guaranteed analysis.
 1. Bulk fertilizer, if approved by the Landscape Architect, must be accompanied by an invoice or label with the name and address of the manufacturer and guaranteed analysis and appropriate means to accurately measure and record weight of fertilizer used.
- B. Deliver fertilizer in clean, unopened and undamaged bags.
- C. Reject fertilizer containing objectionable material that may hinder proper distribution.
- D. Use dry and free-flowing fertilizer. Caked fertilizer will be considered nonconforming.
- E. Apply synthetic fertilizer at a rate as directed by the Owner.
- F. A water soluble, quick release Nitrogen fertilizer is required for all turf areas.

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3.7 SODDING

- A. Fertilizer shall be spread and raked in. The first row of sod shall be laid in a straight line with subsequent rows placed parallel to and tightly against each other.
- B. Tight butt sod joints and overlap cross joints of succeeding sod rows by one-half.
- C. Trim corners and edges to a precise fit.
- D. Pin sod with wire loops into soil to prevent slippage on slopes greater than 2 inches drop in 12 inches.
- E. Landscape contractor shall water sod within three (3) hours after transplanting to prevent excessive drying during progress of work. As sodding is completed in any one section, the entire area shall be rolled. It shall then be thoroughly watered to a depth sufficient that the underside of the new sod pad and soil immediately below are thoroughly wet. The Landscape Contractor shall be responsible for having adequate water available at the site prior to and during the sod transplanting.

3.8 MAINTENANCE

- A. This section provides minimum requirements for maintenance for acceptance and contractor's responsibilities.
- B. ACCEPTANCE AND CONTRACTOR'S RESPONSIBILITIES
 - 1. Owner will approve turf establishment when specified planting method is complete.
 - 2. It is the contractor's responsibility to establish and maintain a complete cover of the specified grass.
- C. OVERSEEDING
 - 1. Over seeding is the broadcast application of seed and fertilizer to an area with existing vegetation.
 - 2. Mow site prior to over seeding at the direction of the Owner.
 - 3. Lightly disk or harrow soil surface no more than 1 inch deep.
 - 4. Culti-pack area to cover seed with ¼ inch of soil.
- D. GRASS MAINTENANCE
 - 1. Maintain grass areas for a minimum of 365 days after notice to proceed.
 - 1. Maintenance will include weed eradication, watering, topsoil dressing, trimming of edges, repair, replacement, over seeding, and mowing.
 - 2. Do not walk on newly planted grass areas for the first 30 days to irrigate, weed, or replace grass seed, or sod without using plywood protection boards to walk over prepared lawn areas.
 - 3. Apply triple 13 lawn fertilizer at 5 pounds per 1,000 square feet and water thoroughly 3 applications per calendar year. One time each Mid- March, first week of July and first week of September. Apply a fall fertilizing during late October at manufacturer suggested rate.
 - 4. Apply fertilizer with mechanical rotary type distributor.
 - 5. Water fertilizer into soil.
 - 6. Apply pre-emergent herbicide first week of February.

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7. Apply herbicide at least every 6 weeks to control weeds during the growing season.

E. MOWING

1. Initial mowing of the year can begin when the grass is 3 inches in height.
2. The timing of the first initial mowing shall be coordinated with Owner.
3. Mowing cycles shall be continuous unless written approval from the Owner is obtained.
4. Mowing of Sahara Bermuda grass areas:
 - Jan & Feb – no mowing
 - March – initial mowing
 - April thru Sept – 5 mowings
 - Oct thru Dec – 1 mowing
 - Note: Sahara grass areas at sidewalks are to be kept trimmed per the Zoysia mowing schedule.
5. Mowing of Zoysia grass areas schedule:
 - Jan – 1 mowing
 - Feb- 1 mowing
 - March – 2 mowings
 - April – 3 mowings
 - May thru Sept – one mowing per week, 22 mowings
 - Oct - 3 mowings
 - Nov – 2 mowings
 - Dec – 1 mowing
6. After the initial mowing, Zoysia grass will be cut each time it reaches 2 inches in height cutting no more than 1/3 of the grass height. Mow in alternate directions each time.
7. Mowing of Seed/Flower Mix areas schedule:
 - Initial mowing of the year – after flowers have germinated and dropped seeds
 - Sept – 1 mowing
8. Mowing Equipment shall be a sharp rotary type. Mowing blades shall be balanced before each mow.
9. Adjust mower cutting height per Owner's direction.
10. Mower operators shall establish a cutting path to traverse 100 percent of the designated area. Re-cut missed stands of grass or areas not uniformly cut at no additional cost.
11. Do not mow when soil conditions cannot support the weight of the equipment and mowing causes rutting of the soil or slope instability.
12. Cut and/or remove vegetation around drainage interceptor structures and outfall pipes and surrounding bridge guardrails, pilings and outfall pipes and surrounding bridge guardrails, pilings and other obstructions where mowers are unable to cut.
13. Do not leave equipment within 30 feet of streets during non-working hours. Materials and/or equipment stored on-site shall be stored in an orderly manner.
14. Repair damage caused by the mowing operation at no additional cost to the owner.

END OF SECTION 32 92 00

DOCUMENT 00520
BID BOND

BIDDER (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

BID

BID DUE DATE: _____

PROJECT (Brief Description Including Location):

BOND

BOND NUMBER: _____

DATE: (Not later than Bid Due Date): _____

PENAL SUM: _____

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

SURETY

Bidder's Name and Corporate Seal (Seal)

Surety's Name and Corporate Seal (Seal)

By: _____
Signature and Title

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title

Attest: _____
Signature and Title

Note: (1) Above addresses are to be used for giving required notice.
(2) Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or
 - 3.2 All bids are rejected by Owner, or
 - 3.3 Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the time for issuing notice of award including extensions shall not in the aggregate exceed 120 days from Bid Due Date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety, and in no case later than one year after Bid Due Date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "bid" as used herein includes a bid, offer or proposal as applicable.

STATE OF TEXAS
COUNTY OF MONTGOMERY

LET IT BE KNOWN BY THIS INSTRUMENT:

That we, _____, as Principal, and _____, a corporation duly authorized to do business in this State, as Surety, are this date held and firmly bound unto the City of Conroe, Texas in the amount of _____

_____ Dollars (\$ _____) for payment of which indemnity the said Principal and Surety, by this declaration, do firmly bind themselves, their heirs, executors, administrators, successors and assigns, jointly and individually.

This bond is made to secure the performance of Principal with respect to a contract dated _____ made by and between Principal and the City of Conroe, Texas for _____

The conditions of this obligation are, therefore, such that it shall remain in full force and effect until the Principal shall faithfully perform the Contract in accordance with the Contract Documents.

In the event of Principal's failure to faithfully perform the Contract, Surety will assume full responsibility for completion of the Contract and become entitled to payment of the balance of the Contract amount.

The liabilities, rights, limitations, and remedies concerning this Bond shall be determined in accordance with the provisions of Chapter 2253 of the Texas Government Code, pursuant to which this bond is executed and given.

IN WITNESS TO THIS DECLARATION, the said Principal and Surety have signed and sealed this instrument,

this _____ day of _____, 2_____.

PRINCIPAL

SURETY*

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Address of Attorney-In-Fact

Telephone No. of Attorney-In Fact

PAYMENT BOND

Bond Identification No. _____

STATE OF TEXAS
COUNTY OF MONTGOMERY

LET IT BE KNOWN BY THIS INSTRUMENT:

That we, _____, as Principal, and _____, a corporation duly authorized to do business in this State, as Surety, are this date held and firmly bound unto the City of Conroe, Texas in the amount of _____

_____ Dollars (\$ _____) for payment of which indemnity the said Principal and Surety, by this declaration, do firmly bind themselves, their heirs, executors, administrators, successors and assigns, jointly and individually.

This bond is made to secure the performance of Principal with respect to a contract dated _____ made by and between Principal and the City of Conroe, Texas for _____

This Bond is entered into for the protection of claimants supplying labor and material in the prosecution of the Work provided for in said Contract Documents, and all such claimants shall have a direct right of action under the Bond as provided in Chapter 2253, Texas Government Code.

The liabilities, rights, limitations, and remedies concerning this Bond shall be determined in accordance with the provisions of Chapter 2253 of the Texas Government Code, pursuant to which this bond is executed and given.

IN WITNESS TO THIS DECLARATION, the said Principal and Surety have signed and sealed this instrument,

this _____ day of _____, 2_____.

PRINCIPAL

SURETY*

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Address of Attorney-In-Fact

Telephone No. of Attorney-In Fact

**ATTACH CERTIFICATE OF LIABILITY INSURANCE
(HERE)**

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

OFFICE USE ONLY

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

 Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

_____ (“Company or Business Name”)
House Bill 89 Verification

I, _____ (Person name), the undersigned representative of _____(Company or Business Name) hereafter referred to as “Company”; being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. *“Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *“Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

On this the ____ day of _____, 20____, personally appeared _____, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

NOTARY SIGNATURE

Date

**CITY OF CONROE
PURCHASING DEPARTMENT**

SENATE BILL 252 CERTIFICATION

On this day, I, _____, the Purchasing Representative for the City of Conroe, Texas, pursuant to Chapter 2252, Section 2252.152 of the Texas Government Code, certify that I did review the website list prepared, maintained, and made available to the City of Conroe by the Comptroller of the State of Texas of companies known to have contracts with or provide supplies or services to Iran, Sudan or any foreign terrorist organization. I have ascertained that the below-named company is not contained on said list of companies that do business with Iran, Sudan or any Foreign Terrorist Organization.

Company Name

RFP or Vendor number

CERTIFICATION CHECK PERFORMED BY:

Purchasing Representative

Date