

Request for Proposals City of Killeen

RFP# 22-12

Landscape Services



City of Killeen, Texas
Purchasing Division
802 N. 2nd Street, Building E, 2nd
Floor #215 Killeen, Texas 76541

RFP SUBMITTAL DEADLINE: March 3, 2022

NOTICE TO PROPOSERS
RFP NO. 22-12
Landscape Services
CITY OF KILLEEN, TEXAS

Notice is hereby given that the City of Killeen will receive request for proposals for ***Landscape Services*** electronically through the City's Negometrix e-bidding site **or** addressed to the City of Killeen, Attn: Purchasing Division, 802 N. 2nd Street, Building E 2nd Floor #215, Killeen, Texas 76541 until 2:00 p.m. on March 3, 2022. Submittals must be plainly marked with the name and address of the proposer and "RFP NO. 22-12 Landscape Services". Submittals received after the closing time will be returned unopened. Vendors may register and submit proposals electronically at <https://app.negometrix.com>.

A non-mandatory pre-proposal meeting will be held on February 22, 2022 at 10:00 am at the Family Recreation Center located at, 1700 E. Stan Schlueter Loop, Killeen, TX 76542.

Questions will be accepted via email by Lorianne Luciano at solicitationquestions@killeentexas.gov **or** via Negometrix e-bidding site, through February 23, 2022 , at 2:00 p.m. Questions will be answered in the form of an addendum and posted on the City's website and the Negometrix e-bidding site. It is the proposer's responsibility to obtain and acknowledge all addendums.

Complete information regarding this solicitation may be obtained from the City of Killeen website (<https://www.killeentexas.gov/Bids.aspx>) Demand Star (<http://www.demandstar.com/>), ESBD (<http://www.txsmartbuy.com>) and Negometrix E-Bidding site (<https://app.negometrix.com>)

The City of Killeen reserves the right to reject any or all proposals and waive any irregularities.

CITY OF KILLEEN, TEXAS

Lorianne Luciano
Director of Procurement & Contract Management

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Section 1 – Introduction

The City of Killeen is seeking proposals from qualified landscape companies to provide maintenance services for, but not limited to, the weekly and bi-weekly management of facility landscapes, medians, and right of ways operating year- round. The purpose of this proposal is to obtain competitive pricing for the below categories of city-wide maintenance services from a contractor(s) that can meet the current requirements of the City of Killeen Recreation Services Department. The city seeks one or more maintenance contractors that will be able to continue the delivery of high-quality maintenance service levels in a cost-efficient manner. Respondents shall include all three projects (Main Project, Add Alternate 1, and Add Alternate 2) listed within this RFP.

Proposals for each project is required for the entire work as described therein. The city will only consider contracting with the contractor(s) that is proactive in its work standards and can meet the qualifications set forth in this request for proposals package. The focus of the proposal review will be on ensuring the best value and effective delivery of high-quality maintenance services within the City of Killeen. The city's goal is to have the successful CONTRACTOR(s) providing services within (30) days of city council approval of agreement.

Scope of Contract: The City of Killeen has twenty-nine (29) facilities as part of this proposal. The facilities are broken down into three (3) projects for bid:

- Main Project: property 1-19
- Add Alternate 1: properties 20-28
- Add Alternate 2: property 29

These properties consist of the following: various city facilities throughout the City, nine (9)_fire facilities, two (2) streetscapes, police facility, medians, and right of ways totaling 145.58 acres.

MAIN PROJECT				
	Properties Maintained	Address	Acreage	Category
1	Animal Services	3118 Commerce Dr	1.83	Facilities Landscapes
2	City Hall	101 N College St	2.64	Facilities Landscapes
3	Code Enforcement Offices	100 E Avenue C	0.46	Facilities Landscapes
4	Copper Mountain Library	3000 S WS Young Dr	1.39	Facilities Landscapes
5	Downtown Police Department	402 N 2nd St	2.09	Facilities Landscapes
6	Family Aquatics Center	1800 E Stan Schlueter Loop	6.33	Facilities Landscapes
7	Family Recreation Center/Senior Center	1700 E Stan Schlueter Loop	6.36	Facilities Landscapes
8	Information Technology	101 E Avenue D	0.38	Facilities Landscapes

9	Killeen Arts and Activities Center/Green Avenue Park	801 N 4th St, Bldg B	3.90	Facilities Landscapes/Park
10	Killeen Civic and Conference Center	3601 S WS Young Dr	20.74	Facilities Landscapes
11	Rosa Hereford Killeen Community Center/Bob Gilmore	2201 E Veterans Memorial Blvd	7.63	Facilities Landscapes
12	Main Library	205 E Church Ave	1.74	Facilities Landscapes
13	Old Organized Crime Division	1523 Stonetree Dr	1.26	Facilities Landscapes
14	PD Headquarters	3304 Community Blvd	16.64	Facilities Landscapes
15	Santa Fe Plaza	301-399 Santa Fe Plaza Dr	8.06	Streetscapes, medians, right of ways
16	Skyline	Street median on W Mary Jane Dr, across from 1600 Dallas St - Skyline Plaza	0.06	Streetscapes, medians, right of ways
17	Special Events Center	3301 S WS Young Dr	6.55	Facilities Landscapes
18	Utility Collections	210 W Avenue C	1.96	Facilities Landscapes
19	Public Works: Transportation Building	3201-A S WS Young Dr	17.00	Facilities Landscapes
ADD ALTERNATE 1				
	Properties Maintained	Address	Acreage	Category
20	Central Fire Station	201 N. 28th St.	5.45	Facilities Landscapes
21	Fire Training Academy	207 N. 28th St.	1.42	Facilities Landscapes
22	Fire Station #1	3800 Westcliff Rd.	5.22	Facilities Landscapes
23	Fire Station #3	700 N. Twin Creek Dr.	1.00	Facilities Landscapes
24	Fire Station #5	905 W Jasper Dr	0.65	Facilities Landscapes
25	Fire Station #6	2001 E. Elms Rd.	2.26	Facilities Landscapes
26	Fire Station #7	3701 Watercrest Rd.	1.53	Facilities Landscapes
27	Fire Station #8	7252 E. Trimmier Rd.	2.96	Facilities Landscapes
28	Fire Station #9	5400 Bunny Trail	2.88	Facilities Landscapes

ADD ALTERNATE 2				
	Properties Maintained	Address	Acreage	Category
29	Police Department Shooting Range	12200 TX-195	15.19	Facilities Landscapes
Total Acreage			145.58	

I. Term

The term of the agreement will be for an initial one (1) year term, with up to four (4) additional one (1) year renewal terms if both parties agree in writing at least ninety (90) days before the end of the initial term. Any price increases, when renewing the agreement, must be submitted to the City at least one hundred and twenty (120) days prior to a potential renewal. Prices may not be increased by more than 10% per year.

II. RFP Schedule

TASK/EVENT	TIME/DATE
Advertise the RFP	February 13 & February 20, 2022
Pre-Proposal Meeting (not mandatory).....	February 22, 2022 @ 10:00 AM
Deadline for questions	February 23, 2022 @ 2:00 PM
RFP Closing Date	March 3, 2022 @ 2:00 PM
Recommendation to City Council/Award.....	April 12, 2022
Contract Start date	April 18, 2022

The proposed schedule of events is tentative and may be modified throughout the RFP process as events unfold.

III. Questions and Updates

All questions regarding the RFP process should be directed to Lorianne Luciano, Director of Procurement and Contract Management, in writing via e-mail at solicitationquestions@killeentexas.gov or via the Negometrix e-bidding site by February 23, 2022 at 2:00 p.m. central standard time. The subject line of the email shall contain **RFP 22-12, Landscape Services.**

All questions will be answered in addendum form and posted to the City of Killeen website at <https://www.killeentexas.gov/Bids.aspx> and the Negometrix e-bidding site at <https://app.negometrix.com>. It is the responsibility of the respondent firm to monitor the City of Killeen website for posted addenda related to questions and or updates regarding this RFP.

Respondents to the RFP shall not contact the City Staff or any member of the City Council or the Mayor during the proposal process and evaluation phase except as provided herein.

IV. Response Due Date

The City encourages all proposals to be submitted electronically via the Negometrix e-bidding site at <https://app.negometrix.com>.

Hand delivered or mailed in submittals shall include one (1) sealed original copy and one (1) electronic copy on a flash drive of the RFP and all required attachments. Proposals submitted must be received and time stamped by 2:00 P.M., Central Standard Time, March 3, 2022. Sealed RFP submittals will only be accepted at the following location and shall be clearly marked on the outside of the package "RFP 22-12; Landscape Services."

Delivery Address

City of Killeen Purchasing Division
802 N. 2nd Street, Building E, 2nd Floor #215 Killeen, Texas 76541

It is the sole responsibility of the respondent to ensure that the sealed RFP submittal arrives at the above location by the specified deadline regardless of the method chosen for delivery. Facsimile and/or email transmittals will not be accepted in response to this RFP.

Proposers are encouraged to submit concise and clear responses to the RFP. The City reserves the right to include the proposal or any part of the selected proposal in the final contract.

Until award of contract is made, per section 252.049 (b) of the Texas Local Government Code, there will be no disclosure of contents to competing respondents. All proposals will be kept confidential during the negotiating process. Except for the trade secrets and confidential information, which the respondent identifies as proprietary, all proposals will be open for public inspection after the contract is awarded, or as otherwise required by the Texas Public Information Act.

V. General Requirements

1. Proposer is required to include a combination of factors in the proposal that demonstrates the proposer's ability to perform the services as defined in the RFP. Proposer must have experience performing commercial landscape maintenance services of a size and scope similar to the RFP's individual category or categories of maintenance services included in this RFP.
2. The selected CONTRACTOR will be required to maintain and use their own equipment necessary to complete the services required. The selected CONTRACTOR will be responsible for Contractor's equipment and shall indemnify and hold the City harmless from and against any and all costs, losses and damages caused by the acts or omissions of the CONTRACTOR or its officers, directors, partners, employees and consultants.
3. Proposer is required to have the following licenses: Texas Department of Agriculture (TDA) Pesticide Commercial Applicator License; Qualified Applicator certification for all crew members who perform pesticide applications.
4. Governing Law. The agreement for the services contemplated herein shall be construed and governed by law of the State of Texas.

Section 2 – Scope of Work

The following is the scope of services that should be included within the proposal. If you cannot offer said service, please clearly indicate you cannot.

Category A Overall- Applicable To Each Category Scope Of Work

PART I – GENERAL SPECIFICATIONS

- 1.0 GENERAL REQUIREMENTS
- 2.0 REQUIRED LICENSES
- 3.0 CONTRACTOR'S STAFF AND TRAINING
- 4.0 HOURS AND DAYS OF MAINTENANCE SERVICES
- 5.0 MAINTENANCE SCHEDULES
- 6.0 EQUIPMENT
- 7.0 PERFORMANCE DURING INCLEMENT WEATHER
- 8.0 INSPECTIONS, MEETINGS AND REPORTS
- 9.0 DAMAGES CAUSED BY CONTRACTOR
- 10.0 ENFORCEMENT AND DEDUCTIONS
- 11.0 SAFETY
- 12.0 USE OF CHEMICALS
- 13.0 DISPOSAL
- 14.0 PROTECTION OF EXISTING FACILITIES AND STRUCTURES
- 15.0 PROTECTION OF PROPERTY DURING INCLEMENT WEATHER
- 16.0 RECORDS/REPORTS

PART I
GENERAL SPECIFICATIONS

1.00 GENERAL REQUIREMENTS

- 1.01 The premises shall be maintained with a crisp, clean appearance and all work shall be performed in a professional, workmanlike manner using quality equipment and materials.
- 1.02 CONTRACTOR is expected to have the appropriate staff and equipment available to perform all portions of this CONTRACT within the given time frames and shall have clearly identifying service decals, noting CONTRACTOR'S name/logo and phone number.
- 1.03 CONTRACTOR shall provide the labor, materials, equipment, tools, services and special skills necessary for the provision of maintenance services. The premises shall be maintained to the highest of standards at no less than the minimum frequencies set forth herein.
- 1.04 CONTRACTOR shall employ only workers who are competent to perform the work assigned to them, and in the case of skilled labor, who are adequately trained and experienced in their respective trades and who do satisfactory work. Should the CITY notify CONTRACTOR that any person(s) employed by CONTRACTOR is, in the CITY'S opinion, incompetent, unfaithful, or insufficiently skilled while on the work site, such person shall be immediately discharged from the work site and shall not be re-deployed thereon except with the written consent of CITY.
- 1.05 CONTRACTOR is hereby required to render and provide parks maintenance services as described in the Categories of Section 2-Scope of Work.
- 1.06 Upon commencement of work under this CONTRACT, CONTRACTOR shall be fully equipped and staffed; thoroughly familiar with CONTRACT requirements and prepared to provide all services required.
- 1.07 CONTRACTOR accepts the sites of services in their present physical condition and physical condition at time of CONTRACT award and agrees to make no demands upon CITY for any improvements or alterations thereof. Any and all landscape beds that have dead plants CONTRACTOR will be responsible to remove and replace. Replacement plants must be pre-approved through the City in writing prior to planting. For examples of acceptable plants, see Appendix B.
- 1.08 CONTRACTOR shall, during the term of this CONTRACT, respond to all emergencies, to the satisfaction of the CITY, within one (1) hour of notification.
- 1.09 CONTRACTOR shall perform a weekly maintenance inspection independently, and a monthly maintenance inspection jointly with CITY, during daylight hours of all areas within the scope of this CONTRACT. Such inspections shall be both visual and operational. It shall include operation of all irrigation systems to check for proper condition and reliability. CONTRACTOR shall take immediate steps to correct any observed and/or operational irregularities and submit a written report regarding identified irregularities to the CITY.

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- 1.10 CONTRACTOR shall document and report to the CITY all observations of: graffiti and other vandalism; illegal activities; transient camps; missing or damaged equipment or signs; hazards or potential hazards, including without limitation, sidewalk hazards caused by trees or other means, within 2 hours of observation.
- 1.11 CONTRACTOR shall incorporate and comply with all applicable Storm Water pollution prevention Best Management Practices (BMPs) during the performance of this CONTRACT.

2.00 REQUIRED LICENSES

- 2.00 CONTRACTOR shall possess at least:
- 2.01 Texas Department of Agriculture (TDA) Pesticide Commercial Applicator License. Qualified Applicator certification for all crew members who perform pesticide applications.

3.00 CONTRACTOR'S STAFF AND TRAINING

- 3.01 CONTRACTOR shall provide sufficient personnel to perform all work in accordance with the specification set forth herein.
- 3.02 With respect to all persons employed or contracted by CONTRACTOR to perform Services under this CONTRACT, CONTRACTOR shall ensure that pre-employment or pre-contracting reference and background checks have been conducted on all personnel directly performing Services under this CONTRACT (which shall include but not be limited to, all such persons who shall come on to the premises at any CITY facility or in any CITY public rights-of-way in the performance of their duties or tasks). CONTRACTOR shall be responsible for ensuring that federal, state and county of residence criminal background checks are completed; All employees of the CONTRACTOR should have a criminal background check within 90 days of the start date of this contract. CONTRACTOR shall exclude from any direct participation in the performance of the Services any dishonest, unreasonably dangerous, felon, or otherwise unqualified persons. In addition, CONTRACTOR shall be responsible for ensuring that the aforementioned criminal background checks are annually renewed, prior to the anniversary date of the execution of this CONTRACT, CONTRACTOR will abide by all applicable laws, rules and regulations including, but not limited to the Fair Credit Reporting Act and/or any equal opportunity laws, rules, regulations or ordinances. CONTRACTOR shall maintain paperwork to support its compliance with the above.
- CITY shall have the right to audit background check data.
 - CITY shall have the absolute right to review and disapprove any personnel assigned to perform any of the Services required pursuant to this CONTRACT.
 - CITY shall have the unrestricted right to order the removal of any person(s) assigned by CONTRACTOR by giving oral or written notice to CONTRACTOR to such effect.
 - CONTRACTOR'S personnel shall not at any times while performing any of the Services required under this CONTRACT, be under the influence of illegal drugs or alcohol.
 - CONTRACTOR shall remove any person from performing any Services for CITY if said person is arrested and charged with either a misdemeanor or felony.

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- 3.03 The CITY may at any time give CONTRACTOR written notice to the effect that the conduct or action of a designated employee of CONTRACTOR (including subcontractors) is, in the sole discretion of the CITY, detrimental to the interest of the public patronizing the premises. CONTRACTOR shall meet with representatives of the CITY to consider the appropriate course of action with respect to such matter and CONTRACTOR shall take reasonable measures under the circumstances to assure the CITY that the conduct and activities of CONTRACTOR'S employees will not be detrimental to the interest of the public patronizing the premises.
- 3.04 The CITY may at any time order any of CONTRACTOR'S personnel removed from the premises when, in the sole discretion of the CITY, said CONTRACTOR'S personnel is objectionable, unruly, unsafe, or otherwise detrimental to the interest of the CITY or the public patronizing the premises.
- 3.05 CONTRACTOR shall require each of his personnel to adhere to basic grounds crew standards of working attire including uniform shirts and/or vests clearly marked with CONTRACTOR'S company name (including logo, if applicable), and employee name badges as approved by the CITY. Sufficient changes of attire shall be provided to always present a neat and clean appearance of CONTRACTOR'S personnel. Shirts shall be worn, not altered in any way, and buttoned at all times.
- 3.06 CONTRACTOR'S personnel shall be equipped with proper shoes and other gear required. Brightly colored traffic vests or reflectors shall be worn when personnel are working near vehicular traffic.
- 3.07 CONTRACTOR shall designate a person (Contract Manager) who can communicate effectively and who shall be always present during CONTRACT operations as described in this CONTRACT. Any order or communication given to CONTRACTOR's Contract Manager shall be deemed as delivered to CONTRACTOR.

4.00 HOURS AND DAYS OF MAINTENANCE SERVICES

- 4.01 The basic hours of maintenance service shall be 7:00 a.m. to 4:00 p.m. daily, except as approved, in writing, by the CITY.
- 4.02 CONTRACTOR shall provide staffing to perform the required maintenance services during the prescribed hours five (5) days per week. Any changes in the days of operation heretofore prescribed shall be subject to approval, in writing, by the CITY.

5.00 MAINTENANCE SCHEDULES

- 5.01 CONTRACTOR will be provided the maximum latitude in establishing work schedules, which correspond to its staff and equipment resources.
- 5.02 CONTRACTOR shall adhere to the tree pruning schedule as developed and provided by the CITY, per Appendix C, including providing the staff and equipment that would be required to complete the project.
- 5.03 CONTRACTOR shall, within thirty (30) calendar days after the CITY executes this CONTRACT, submit work schedules to the CITY for review and written approval. Said work schedules shall identify required operations and delineate the time frames for performance.

6.00 EQUIPMENT

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- 6.01 CONTRACTOR shall only use equipment identified in the proposal, or thereafter with written CITY approval, during the term of this CONTRACT.
 - 6.02 CONTRACTOR shall have, or be able to acquire through rental, back-up equipment necessary to complete that day's routine and/or specialty tasks.
 - 6.03 All equipment shall be generally clean, void of significant body damage, in good working order, leak-free, and regularly maintained.
 - 6.04 Each piece of riding/driving equipment used at areas of service shall be clearly identified with decals, noting CONTRACTOR'S name (including logo), and phone number.
 - 6.05 CONTRACTOR must use appropriate equipment suitable for commercial applications in completing all required tasks in this CONTRACT.

7.00 PERFORMANCE DURING INCLEMENT WEATHER

- 7.00 During the periods when inclement weather hinders performance of the required work, CONTRACTOR may adjust its work force in order to accomplish those activities that are not affected by weather.
- 7.01 CONTRACTOR may be required during inclement weather to perform clean-up tasks as requested by the CITY. CONTRACTOR'S labor hours shall not exceed the normal working hours without prior written approval by the CITY.

8.00 INSPECTIONS, MEETINGS AND REPORTS

- 8.01 CONTRACTOR and CITY shall jointly inspect all sites on a monthly basis using Maintenance Services Inspection Rating Forms attached as Appendix A. CONTRACTOR shall bring its lists of problems and deficiencies along with schedules or proposals for correcting these items to the monthly meetings. Safety issues are to be brought to the attention of the CITY immediately.
- 8.02 CONTRACTOR and CITY shall meet weekly to review CONTRACTOR'S schedules and performance, resolve problems, and perform supplemental field inspections, as required. At the request of the CITY, the owner or other executive officer of CONTRACTOR shall be available to attend these meetings.

Irrigation inspections will occur within one (1) day of repair by CITY. CITY will want to ensure the repair is operational and functions.

- 8.03 CITY reserves the right to perform inspections, including inspection of CONTRACTOR'S equipment, at any time for the purpose of verifying CONTRACTOR'S performance of CONTRACT requirements and identifying deficiencies.
- 8.04 CONTRACTOR or an authorized representative shall meet with the CITY on each site at the discretion and convenience of the CITY, for inspections.
- 8.05 CONTRACTOR shall provide to the CITY such written documentation and/or regular reports as the CITY deems necessary to verify and review CONTRACTOR'S performance under this CONTRACT and to provide to the CITY pertinent information relative to the maintenance, operation, and safety of the sites under this CONTRACT.

9.00 DAMAGES CAUSED BY CONTRACTOR

- 9.01 All damages incurred to sites under CONTRACT, by CONTRACTOR'S operation shall be repaired or replaced, by CONTRACTOR or by other means (at the discretion of the CITY), all at CONTRACTOR'S expense.
- 9.02 All such repairs or replacements, which are directed by the CITY to be done by CONTRACTOR shall be completed within the time limits established by the CITY.
- 9.03 Damaged trees, shrubs, turf, and ground cover shall be repaired or replaced in accordance with the following maintenance practices:
- i. Trees: Minor damage such as bark lost from impact of operating equipment shall be remedied. If damage results in loss or significant compromise to the health or quality of a tree, the damaged tree shall be removed and replaced to comply with the specific instructions of the CITY.
 - ii. Shrubs: Minor damage may be corrected by appropriate pruning. Major damage shall be corrected by removal of the old plant material and replacement with new plant material.
 - iii. Adjacent turf and groundcover: Minor turf damage may be corrected by appropriate amending and over seeding damaged areas. Major damage shall be corrected by removal and replacement of turf of like variety. Minor groundcover damage shall be corrected by appropriate pruning. Major damage shall be corrected by removal of the old plant material and replacement with new plant material identical to the damaged plant material.
 - iv. Adjacent Improvements: CONTRACTOR shall remove and replace all surface and hardscape improvements damaged by its work to the satisfaction of the CITY. All damaged improvements shall be replaced in accordance with the CITY standards.

10.00 ENFORCEMENT

- 10.00 The CITY'S Executive Director of Recreation Services and/or designee shall be responsible for the enforcement of this CONTRACT on behalf of the CITY. The CONTRACTOR will communicate weekly with the identified CITY representative.

11.00 SAFETY

- 11.01 CONTRACTOR agrees to perform all Services outlined in this CONTRACT in such a manner as to meet all accepted standards for safe practices during the maintenance operation and to safely maintain stored equipment, machines, and materials or other hazards consequential or related to the Services; and agrees additionally to accept the sole responsibility for complying with all CITY, County, State or Federal requirements at all times so as to protect all persons, including CONTRACTOR'S employees, agents of the CITY, CONTRACTORS, members of the public or others from foreseeable injury, or damage to their property. CONTRACTOR shall use temporary and moveable warning signs when performing work in the presence of moving vehicles and/or hazards.
- 11.02 It shall be CONTRACTOR'S responsibility to inspect, and identify, any condition(s) that renders any portion of the premises unsafe, as well as any unsafe practices occurring thereon. CONTRACTOR shall immediately notify the CITY of any unsafe condition that it observes which requires correction outside the scope of this CONTRACT. However, CONTRACTOR shall be responsible for making minor corrections including, but not limited to; filling holes in ground, turf or paving; using barricades or traffic cones to alert patrons of the existence of hazards, including trip, slip or fall hazards; replacing valve box covers; and the like, so as to protect members of the public or others from injury.

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- 11.03 CONTRACTOR shall notify the CITY immediately of any occurrence on the premises of accident, injury, or persons requiring emergency services and, if so requested, shall prepare a written report thereof to the CITY within 24 hours of incident following the occurrence, or on the same day when practicable. CONTRACTOR shall cooperate fully with the CITY in the investigation of any such occurrence.

12.00 USE OF CHEMICALS

- 12.01 All work involving the use of chemicals shall be in compliance with all federal, state and local laws and will be accomplished by or under the direction of a Texas Department of Agriculture (TDA) Pesticide Commercial Applicator License holder. TDA sheets should be filled out and readily available to the CITY for review.
- 12.02 Chemical applications shall strictly conform to all governing regulations. CONTRACTOR'S staff applying chemicals shall possess all required licenses and certifications.
- 12.03 Records of all operations; including applicators names, stating dates, times, methods of application, chemical formulations, and weather conditions shall be made and retained according to governing regulations.
- 12.04 Safety Data Sheets (SDS) and sample labels shall be provided to the CITY for all products and chemicals used within the CITY. SDS binder will be created and shared weekly with the CITY representative outlining all usage within the CITY.
- 12.05 CONTRACTOR shall prepare and submit to the CITY detailing all proposed chemical usage for approval. This shall indicate; type of chemical proposed for use, area intended for application and a quantity estimate of the material to be applied. CONTRACTOR shall provide to the CITY any proposed changes of chemical types.
- 12.06 Pesticides shall be applied in a manner to avoid contamination of non-targeted areas.

13.00 DISPOSAL

- 13.01 All landscape and organic debris may be disposed of at no cost to the CONTRACTOR at a CITY facility as provided for herein or reused in some manner. CONTRACTOR shall dispose of all cuttings, weeds, leaves and other debris from the operation as work progresses. Trash and non-landscape recycling materials are to be removed from the sites daily. Use of onsite CITY facility dumpsters will be allowed. In cases that there is not an available onsite CITY facility dumpster, CONTRACTOR can make arrangements with the CITY to find an alternate location. CONTRACTOR may use CITY transfer station at cost to the CONTRACTOR.

14.00 PROTECTION OF EXISTING FACILITIES AND STRUCTURES

- 14.01 CONTRACTOR shall exercise due care in protecting from damage all existing facilities, structures and utilities both above surface and underground on CITY property. Any damage to said property deemed to be caused by CONTRACTOR'S neglect shall be corrected or paid for by CONTRACTOR at CITY'S discretion and at no cost to the CITY. This will include loss of plant material due to improper or inadequate care.
- 14.02 If the CITY requests or directs CONTRACTOR to perform work in a given area, it will be CONTRACTOR'S responsibility to contact the various utility companies to verify and locate any underground systems or utility lines. CONTRACTOR shall take responsibility for exercising caution when working in these areas. If CONTRACTOR damages utilities, it will be the responsibility of CONTRACTOR to make the necessary repairs at their own expense.

CONTRACTOR will notify the CITY, within one (1) hour, of any damage that occurs.

- 14.03 CONTRACTOR shall provide barriers, which are to be kept in place at all times for the protection of persons other than those engaged on or about the work area from any accident. CONTRACTOR shall be responsible for all accidents to persons or property through any negligence or fault of CONTRACTOR, its agents, employees, and/or subcontractors.
- 14.04 CONTRACTOR shall give reasonable notice to the owner(s) of public or private property and utilities when such property is susceptible to injury or damage through the performance of the work and shall make all necessary arrangements with such owner(s) relative to the removal and replacement or protection of such property or utilities.

15.00 PROTECTION OF PROPERTY DURING INCLEMENT WEATHER

- 15.01 During storms, CONTRACTOR will provide inspection of the properties during regular hours to prevent or minimize possible damage from inclement weather. CONTRACTOR shall report identifying any storm damage to the CITY, identifying location of damage and when repairs will be made.

16.00 RECORDS/REPORTS

- 16.01 CONTRACTOR shall prepare and submit to CITY a monthly project report. Said report shall indicate the overall condition of the maintained sites and list specifically any unusual or problem areas or situations. The report shall also include action to be taken by CONTRACTOR to rectify said situation(s) and indicate the anticipated time frame for compliance.

A. Pesticide Reports:

1. Records of all pesticides and fertilizers used by CONTRACTOR on City property will be submitted electronically through e-mail on a provided Texas Department of Agriculture Pesticide Applicator Record Form included in Appendix E, by the first working day of the month to the CITY representative. CONTRACTOR is responsible to maintain site and date specific records which shall be retained in accordance with the Texas Department of Agriculture.
2. Records of all operations shall be kept per Texas Department of Agriculture Regulations.

16.02 Irrigation Reports:

- A. CONTRACTOR shall maintain and submit to the CITY the following report at the prescribed times:
1. Irrigation System Inspection Form included in Appendix F: To be filled out at the time of scheduled testing/repairing and turned in monthly to the CITY.

Category B

Trees Maintenance

PART I – GENERAL SPECIFICATIONS

1.0 TREES TO BE MAINTAINED

PART II – TECHNICAL SPECIFICATIONS

2.0 GENERAL REQUIREMENTS/SCOPE OF WORK

3.0 PRUNING PROGRAM

4.0 TREE MAINTENANCE

5.0 PLANT MATERIALS

PART I GENERAL SPECIFICATIONS

1.00 TREES TO BE MAINTAINED

- 1.01 The trees within facilities landscapes, medians, and right-of-ways areas are to be maintained under the provisions of this CONTRACT. City trees will be inspected/pruned a minimum of seven (7) feet in height as needed in the month of December and operating year-a-round. The project areas are in various locations throughout the CITY; the tree inspection form and pruning schedule will be provided to CONTRACTOR upon award of CONTRACT. Samples of the tree inspection form pruning schedule are included in Appendix C.
- 1.02 CONTRACTOR acknowledges personal inspection of the trees within the facilities landscapes, medians, and right of ways, and has evaluated the extent to which the physical condition thereof will affect the services to be provided. CONTRACTOR accepts the subject trees in their present physical condition and physical condition at time of CONTRACT award and agrees to make no demands upon CITY for any improvements or alterations thereof.

PART II
TECHNICAL SPECIFICATIONS

2.00 GENERAL REQUIREMENTS/SCOPE OF WORK

2.01 It shall be understood that CONTRACTOR will be required to perform and complete the tree maintenance services in a thorough and professional manner, and to provide labor, tools, equipment, materials and supplies necessary to complete all the work in a timely manner that meets the CITY'S requirements. CONTRACTOR will be required to perform the following tree maintenance activities at various project areas throughout the CITY;

- Tree pruning
- Tree removal
- Tree watering
- Small tree care
- Specialty equipment rental

3.00 PRUNING PROGRAM

3.01 CONTRACTOR shall execute the pruning program provided by the CITY. Appendix C and D provide sample Trees Pruning Schedules and a Risk Assessment Form from which this program is generally based. The pruning program may require that more than one tree crew perform concurrently.

4.00 TREE MAINTENANCE

4.01 **CONTRACTOR shall not allow any tree to be topped.**

Tree topping is the practice of removing whole tops of trees or large branches and/or trunks from the tops of trees, leaving stubs of lateral branches that are too small to assume the role of a terminal leader. As a result, the tree is left with weak, unstable limbs and a bare, unnatural appearance.

4.02 Clearance: Maintain trees to provide a seven (7) foot clearance for branches overhanging beyond curb line into the paved section of roadways and at seven (7) feet above sidewalks. Lower branching may be allowed for trees in background and ornamental areas. Prune plant materials where necessary to maintain access and safe vehicular visibility and clearance, and to prevent or eliminate hazardous conditions.

4.03 Tree pruning shall be performed with the intent of developing healthy, structurally sound trees with natural form and proportion, symmetrical appearance, and proper vertical and horizontal clearance.

4.04 Where needed, tree stakes, three (3) per tree, shall be placed vertically; 24 inches from the tree trunk; shall not rub against any part of the tree during windy conditions; shall be tied using materials and methods that conform to I.S.A. Standards.

4.05 Tree ties shall be checked bi-weekly and either retied to prevent girdling or removed along with the stakes when no longer required.

4.06 Periodic staking and tying shall be performed as needed.

4.07 All structural weaknesses such as split crotches or limbs, diseased or decayed limbs, or severe damage shall be addressed and resolved upon detection by CONTRACTOR.

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- 4.08 Remove dead shrubs and trees. The CITY shall be notified 48 hours in advance of the removal of any tree, with the exception of a tree that poses an imminent safety hazard.
 - 4.09 All trimmings and debris shall be removed and properly disposed of immediately.
 - 4.10 CONTRACTOR shall replace trees whose trunks are significantly damaged by CONTRACTOR'S personnel with trees of equal size and species at CONTRACTOR'S sole expense.

5.0 PLANT MATERIALS

- 5.01 Plant materials shall conform to the requirements of the site-specific landscape.
- 5.02 Plans of record and specifications should be consulted to ensure correct identification of species. Substitutions may be allowed but only with the prior written approval of the CITY.
- 5.03 Quality
 - A. Plants shall be sound, healthy and vigorous, free from plant disease, insect pest or their eggs, and shall have healthy normal root systems and comply with all state and local regulations governing these matters, and shall be free from any noxious weeds.
 - B. Plant materials shall be symmetrical, and/or typical for variety and species.
 - C. Roots shall not have been allowed to circle or become bound at any stage of growth.
 - D. All plant materials must be provided from a licensed nursery and shall be subject to acceptance as to quality by CITY.

5.04 Plant Materials Guarantee

CONTRACTOR shall replace, at no cost to the CITY, any plant materials planted by CONTRACTOR under this CONTRACT which fail to establish, grow, live and remain in healthy condition, regardless of the reason for said failure, as follows:

- 5.04.1** All trees shall be guaranteed for one year from the date of acceptance of the job by the CITY.
- 5.04.2** All shrubs shall be guaranteed for ninety (90) days from the date of acceptance of the job by the CITY.

Category C
Facilities Landscapes, Medians, and
Rights-Of-Way

PART I – GENERAL SPECIFICATIONS

- 1.0 REQUIRED LICENSES
- 2.0 FACILITIES LANDSCAPES, MEDIANS, AND RIGHTS OF WAY
TO BE MAINTAINED

PART II – TECHNICAL SPECIFICATIONS

- 3.0 MOWING
- 4.0 TURF AND GROUND-COVER EDGING
- 5.0 WATERING AND IRRIGATION
- 6.0 IRRIGATION MAINTENANCE, REPAIR AND TESTING
- 7.0 WEED CONTROL
- 8.0 TREE, SHRUB AND GROUND COVER MAINTENANCE
- 9.0 DECOMPOSED CRUSHED GRANITE AND MULCHING
- 10.0 DISEASE AND PEST CONTROL
- 11.0 PLANT MATERIALS
- 12.0 LITTER, LEAF AND DEBRIS CONTROL
- 13.0 TURF RESEEDING/RESTORATION
- 14.0 TRASH AND GREEN WASTE DISPOSAL
- 15.0 SWEEPING/WASHING HARD SURFACES
- 16.0 MAINTENANCE MINIMUM FREQUENCIES

PART I
GENERAL SPECIFICATIONS

1.00 REQUIRED LICENSES

1.01 CONTRACTOR shall possess at least:

- Texas Department of Agriculture (TDA) Pesticide Commercial Applicator License.
Qualified Applicator certification for all crew members who perform pesticide applications.

2.00 FACILITIES LANDSCAPES, MEDIANS, AND RIGHT-OF-WAYS TO BE MAINTAINED

2.01 The Facilities, Medians, and Rights-Of-Way to be maintained under the provisions of this CONTRACT are located at:

Facilities

	Properties Maintained	Address	Acreage	Category
1	Animal Services	3118 Commerce Dr	1.83	Facilities Landscapes
2	City Hall	101 N College St	2.64	Facilities Landscapes
3	Code Enforcement Offices	100 E Avenue C	0.46	Facilities Landscapes
4	Copper Mountain Library	3000 S WS Young Dr	1.39	Facilities Landscapes
5	Downtown Police Department	402 N 2nd St	2.09	Facilities Landscapes
6	Family Aquatics Center	1800 E Stan Schlueter Loop	6.33	Facilities Landscapes
7	Family Recreation Center/Senior Center	1700 E Stan Schlueter Loop	6.36	Facilities Landscapes
8	Information Technology	101 E Avenue D	0.38	Facilities Landscapes
9	Killeen Arts and Activities Center/Green Avenue Park	801 N 4th St, Bldg B	3.90	Facilities Landscapes/Park
10	Killeen Civic and Conference Center	3601 S WS Young Dr	20.74	Facilities Landscapes
11	Rosa Hereford Killeen Community Center/Bob Gilmore	2201 E Veterans Memorial Blvd	7.63	Facilities Landscapes
12	Main Library	205 E Church Ave	1.74	Facilities Landscapes
13	Old Organized Crime Division	1523 Stonetree Dr	1.26	Facilities Landscapes
14	PD Headquarters	3304 Community Blvd	16.64	Facilities Landscapes
17	Special Events Center	3301 S WS Young Dr	6.55	Facilities Landscapes

18	Utility Collections	210 W Avenue C	1.96	Facilities Landscapes
19	Public Works: Transportation Building	3201-A S WS Young Dr	17.00	Facilities Landscapes
20	Central Fire Station	201 N. 28th St.	5.45	Facilities Landscapes
21	Fire Training Academy	207 N. 28th St.	1.42	Facilities Landscapes
22	Fire Station #1	3800 Westcliff Rd.	5.22	Facilities Landscapes
23	Fire Station #3	700 N. Twin Creek Dr.	1.00	Facilities Landscapes
24	Fire Station #5	905 W Jasper Dr	0.65	Facilities Landscapes
25	Fire Station #6	2001 E. Elms Rd.	2.26	Facilities Landscapes
26	Fire Station #7	3701 Watercrest Rd.	1.53	Facilities Landscapes
27	Fire Station #8	7252 E. Trimmier Rd.	2.96	Facilities Landscapes
28	Fire Station #9	5400 Bunny Trail	2.88	Facilities Landscapes
29	Police Department Shooting Range	12200 TX-195	15.19	Facilities Landscapes
Total Acreage			120.88	

Medians and Right-Of-Ways

	Properties Maintained	Address	Acreage	Category
15	Santa Fe Plaza	301-399 Santa Fe Plaza Dr	8.06	Streetscapes, medians, right-of-ways
16	Skyline	Street median on W Mary Jane Dr, across from 1600 Dallas St - Skyline Plaza	0.06	Streetscapes, medians, right-of-ways
Total Acreage			8.12	

Dimensions listed are for estimating purposes only. Investigation & measurement is up to CONTRACTOR.

- 2.02 CONTRACTOR acknowledges personal inspection of the areas and has evaluated the extent to which the physical condition thereof will affect the services to be provided. CONTRACTOR accepts the premises in their present physical condition and physical condition at the time of CONTRACT award and agrees to make no demands upon the CITY for any improvements or alterations thereof.

PART II TECHNICAL SPECIFICATIONS

3.00 MOWING

- 3.01 Mowing operations shall be performed in a workmanlike manner that ensures a smooth surface appearance without scalping or allowing excessive cuttings to remain.
- 3.02 Turf shall be mowed with a mower appropriate to the turf type being mowed. Equipment shall be properly maintained, clean, adjusted, and sharpened.
- 3.03 Mow and maintain turf to the following height range:
 - A. Irrigated Bermuda: 3 inches
 - B. Natural Turf: 3 inches
- 3.04 Mowing operations shall be scheduled Monday through Friday through CITY representative.
- 3.05 Walkways, facility surroundings, and parking lots shall be cleaned of any debris immediately following each mowing.
- 3.06 Frequency of mowing shall be as often as needed to satisfy above provisions.

4.00 TURF AND GROUND-COVER EDGING

- 4.01 All turf edges shall be kept neatly edged. All grass invasions into adjacent areas shall be eliminated.
- 4.02 A 36-inch diameter circle shall be maintained around young trees with immature bark or a diameter at breast height of less than 6 inches. Circles may include a watering basin. Circles shall be kept free of weeds and grasses by use of appropriate chemicals or hand trimming.
- 4.03 Turf and groundcover shall be trimmed or limited around valve boxes, meter boxes, backflow devices and other obstacles; and around sprinklers as needed to provide optimum water coverage.
- 4.04 All groundcover and flower bed areas shall be kept neatly edged and free of grass invasion.
- 4.05 Walkways shall be cleaned immediately following each edging.
- 4.06 Frequency of mechanical edging of turf shall be as often as needed to satisfy the above provisions.
- 4.07 Frequency of ground cover edging shall be as often as needed to satisfy the above provisions, but at a minimum weekly.

5.00 WATERING AND IRRIGATION

- 5.01 All landscaped and turf areas shall be irrigated, as required to maintain adequate growth and appearance, with a schedule most conducive to plant growth. The delivery of adequate moisture to the landscaped areas shall include, but not be limited to: hand watering, operation of manual valves, proper utilization of automatic controllers and valves.

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- 5.02 CONTRACTOR shall insure that personnel operating irrigation systems are fully trained in all phases of landscape irrigation systems, thoroughly familiar with the particular equipment in use, and fully equipped and capable of performing proper programming and operation of the irrigation systems.
 - 5.03 CONTRACTOR shall be responsible for performing all specified irrigation tasks including, but not limited to: testing, adjustments, repairs, replacements, and supplemental watering. CONTRACTOR shall notify the CITY immediately of any deficiencies in irrigation at these sites.
 - 5.04 Irrigation controllers shall be programmed by CONTRACTOR, with current schedules provided to the CITY monthly, and whenever modifications are performed over subsequent month.
 - 5.05 Watering shall be regulated to avoid interference with any use of roadways, paving or walks.
 - 5.06 Controllers shall be set to operate during the period of lowest wind velocity, which would normally occur at night, after 11pm or early morning hours, before 7am.
 - 5.07 Irrigation shall be controlled in such a way as not to cause any excessively wet area, which could be damaged by mowing or other traffic.
 - 5.08 No irrigation shall be done during periods of measurable rain without prior written approval of the CITY.
 - 5.09 CONTRACTOR shall be responsible for replacing all plant materials that die or are permanently damaged due to excessive or insufficient watering.

6.00 IRRIGATION MAINTENANCE, REPAIR AND TESTING

- 6.01 CONTRACTOR shall provide labor and equipment for maintenance of the irrigation system including repairs and replacements (whether due to damage, malfunction, vandalism, normal wear, or other causes) of all components, including, but not limited to:
 - A. Heads, nozzles, bodies, nipples, elbows, unions, risers
 - B. Lateral and main lines
 - C. Valves (control valves, ball valves, quick-coupler valves, master valves, etc.)
 - D. Pumps
 - E. Automatic controllers
 - F. Backflow devices
- 6.02 CONTRACTOR shall notify the CITY of any damaged, deficient or inoperable irrigation component indicating the location, valve station number, problem, size, and type of irrigation equipment.
- 6.03 Repair or replacement of irrigation components by CONTRACTOR shall be completed within two (2) working days of determining damaged or inoperable irrigation component, or sooner to prevent damage to turf or landscaping, or if the repair is otherwise deemed urgent by the CITY.
- 6.04 Replacements of irrigation equipment shall be with originally specified equipment of the same size and quality or substitutes approved by the CITY prior to any installation thereof.
- 6.05 CONTRACTOR'S Irrigation Technicians shall be fully trained in all phases of landscape irrigation systems and thoroughly familiar with the particular equipment in use. Technicians shall

be fully equipped and capable of identifying and isolating problems and performing the proper programming, inspection, testing, repair and maintenance of the irrigation systems. All of CONTRACTOR'S crew members working on irrigation shall be appropriately trained and under the direct supervision of a qualified Irrigation Technician.

- 6.06 CONTRACTOR'S Irrigation Technicians shall be fully competent and proficient in programming irrigation controllers.
- 6.07 Prior to testing a system, CONTRACTOR shall inspect all irrigated areas; note and mark with a flag marker any dry or stressed areas. During the course of the irrigation test, CONTRACTOR shall determine the cause of the noted deficiency and make needed repairs.
- 6.08 CONTRACTOR shall sequence controller(s) to each station to check the function of all facets of the irrigation system.
- 6.09 During irrigation testing CONTRACTOR shall:
 - A. Adjust all sprinkler heads to provide correct coverage, uniform precipitation, prevention of runoff and erosion, and prevention of excessive overspray onto adjacent areas.
 - B. Check for, and correct all leaks, including pipes, risers, seals, turrets, etc.
 - C. Clean, flush, adjust, repair or replace any equipment, head or component that is not functioning to manufacturer's specifications.
 - D. Adjust valves and heads to keep all systems operating at manufacturer's recommended operating pressures. Valve throttling and pressure gauging shall be employed to prevent excessive fogging.
 - E. Check valve boxes and covers. Repair or replace as needed. Replace and secure cover bolts as needed.
 - F. Check for low-head drainage. Clean, repair or replace malfunctioning or missing anti-drain devices including in-head check devices.
- 6.10 Any system malfunction, damage, or deficiency not immediately resolved after testing shall be reported, including effected valve station(s) and other pertinent details, to the CITY. Said reporting may be verbal or in writing at the discretion and to the satisfaction of the CITY.
- 6.11 In addition to weekly testing by CONTRACTOR, all irrigation systems shall be tested and inspected as necessary when damage is suspected, observed, or reported.
- 6.12 Frequencies of irrigation testing shall be weekly or more frequently if problems or conditions indicate a need.

7.00 WEED CONTROL

- 7.01 All areas shall receive diligent control of weeds by employing all industry-recognized, legal methods, as approved by the CITY.
- 7.02 The following areas shall be kept weed free: turf, shrub areas, ground cover beds, planters, cracks in paved areas, including sidewalks, curbs, asphalt, all hardscape and areas covered with ornamental rock or mulch.
- 7.03 Chemical applications shall be done as needed. Weeds, which grow from, or spread by,

underground stolons, tubers, and the like, such as Crabgrass, Nutsedge, and Ragweed, shall be controlled using appropriate chemical controls. Said weeds shall not be physically removed until chemical action is complete. Notification of spraying shall be made in writing to the CITY at least three (3) business days prior to spraying.

- 7.04 Inspect, spot treat or mechanically remove weeds as necessary. Hand weeding or spot treatment of all areas is to be performed as needed to satisfy above provisions, but at minimum weekly.
- 7.05 Apply appropriate pre-emergent herbicides to prevent germination of known problem weeds as needed. Target weeds shall include but are not limited to, Nutsedge, Crabgrass, Ragweed, Poa, Spurge, annual weeds and grasses.
- 7.06 Pre-emergent herbicide materials to be used shall be as approved by the CITY. Materials to be used shall be those best suited to the control of the target weeds in the given planting.
- 7.07 Pre-emergent herbicide applications shall be carefully scheduled as approved by the CITY and shall be made per label instructions for optimum control. Scheduling of pre-emergent herbicide applications shall be reflected on the annual calendar, along with notation identifying material name and target weeds.
- 7.08 Pre-emergent herbicide applications shall be made annually, and as required for optimum control of target weeds.

8.00 TREE, SHRUB AND GROUNDCOVER MAINTENANCE

- 8.01 CONTRACTOR is responsible for tree work within fifteen (14) feet of the ground.
- 8.02 Trimming of trees and shrubs for vehicular and pedestrian clearance, visibility, access, plant health and appearance shall be done as needed, but at minimum according to frequencies specified in the MAINTENANCE MINIMUM FREQUENCIES table in Section 16.00.
- 8.03 All trimming and tree tying shall confirm to I.S.A. Standards. CONTRACTOR shall not allow any tree to be topped.
- 8.04 Clearance: Maintain trees to provide a fourteen (7) foot clearance for branches overhanging beyond curb line into the paved section of roadways, and an eight (7) foot clearance for branches overhanging walkways and other pedestrian paths. Lower branching may be appropriate for trees in background and ornamental areas. Trim plant materials where necessary to maintain pedestrian access and safe vehicular visibility and clearance and to prevent hazardous conditions.
- 8.05 Shearing: Only hedge plants shall be sheared. These plants may also require additional thinning to maintain a healthy condition.
- 8.06 Tree trimming shall be performed with the intent of developing healthy, structurally sound trees with natural form and proportion, symmetrical appearance, and proper vertical and horizontal clearance, according to frequencies specified in the MAINTENANCE MINIMUM FREQUENCIES table in Section 16.00.
- 8.07 Prune shrubs to encourage healthy growth habits, natural form and proportion. Restrict growth of shrubbery to area behind curbs and within planter beds by pruning.
- 8.08 Where needed, tree stakes three (3) per tree. Stakes shall be placed vertically; 24 inches from the tree trunk; shall not rub against any part of the tree during windy conditions; shall be tied using materials and methods that conform to I.S.A. Standards.

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- 8.09 Plant ties shall be checked bi-weekly and either retied to prevent girdling or removed along with the stakes when no longer required.
- 8.10 Periodic staking and tying shall be done as needed.
- 8.11 All structural weaknesses such as split crotches or limbs, diseased or decayed limbs, or severe damage above fifteen (15) feet in height from the ground shall be reported to CITY.
- 8.12 Groundcover
- A. Groundcover shall be renovated as needed. Renovation of groundcover shall include thinning and/or shearing of groundcover and fertilization; and may include bed cultivating and/or mulching, as appropriate to the species and conditions and as directed by the CITY.
 - B. All dead, diseased and unsightly branches, vines or other growth shall be removed as they develop.
 - C. All groundcover areas shall be trimmed and maintained as needed to keep neat but natural edges, but at minimum weekly as specified in the MAINTENANCE FREQUENCIES table in Section 16.00.
 - D. Except as specifically directed by the CITY, groundcover plants shall be prevented from climbing utilities, shrubs, trees, and the like.
- 8.13 Remove all dead shrubs and trees. The CITY shall be notified 48 hours in advance of the removal of any tree.
- 8.14 All trimming and debris shall be removed and properly disposed of immediately.

9.00 DECOMPOSED CRUSHED GRANITE AND MULCHING

- 9.01 A minimum three (3) inch layer of approved decomposed crushed granite and/or mulch shall be maintained by CONTRACTOR in all tree, shrub, flowerbeds, and groundcover. Decomposed crushed granite and/or mulch shall be placed in such a manner as to present a neat appearance, cover all bare soil, and shall not cover plant material or the bases of trees or shrubs.
- 9.02 All areas to receive decomposed crushed granite and/or mulch shall be free of weeds prior to mulching.
- 9.03 Decomposed crushed granite and/or mulch shall be maintained free of litter and foreign matter.
- 9.04 CONTRACTOR shall replenish decomposed crushed granite and/or mulch as required to maintain specified conditions.
- 9.05 CONTRACTOR shall pay the actual cost of decomposed crushed granite and/or mulch and delivery to the CITY designated site(s). CONTRACTOR shall supply, at its expense, all equipment and labor required to move decomposed crushed granite and/or mulch from the site(s) and place in required areas.
- 9.06 Mulching operation shall be accomplished in a timely manner, so that all material is placed and the site(s) left clean, all to the satisfaction of the CITY. CONTRACTOR shall implement appropriate and effective BMP'S to ensure storm water pollution prevention compliance for all aspects of mulching operations at the designated site(s) and required areas of placement.

10.00 DISEASE AND PEST CONTROL

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- 10.01 All landscaped areas shall be maintained free of disease and insects that could cause or promote damage to plant materials including but not limited to trees, shrubs, groundcover and turf.
 - 10.02 The CITY shall be notified immediately of any disease, insects or unusual conditions that might develop.
 - 10.03 CONTRACTOR shall eradicate or remove bees, ants, and other pests. CONTRACTOR shall arrange for and assume the expense of such operations, if not under its immediate capabilities, within a 12-hour period after observation by CONTRACTOR or notification from the CITY.
 - 10.04 Frequency of disease and pest control operations shall be as needed to satisfy above provisions.

11.00 PLANT MATERIALS

- 11.01 Plant materials shall conform to the requirements of the site-specific landscape.
- 11.02 Substitutions may be allowed but only with the prior written approval of the CITY.
- 11.03 Quality
 - A. Plants shall be sound, healthy, and vigorous, free from plant disease, insect pest or their eggs, and shall have healthy normal root systems and comply with all state and local regulations governing these matters and shall be free from any noxious weeds.
 - B. Plant materials shall be symmetrical, and/or typical for variety and species.
 - C. Trees shall not have been topped.
 - D. Roots shall not have been allowed to circle or become bound at any stage of growth.
- 11.04 All plant materials must be provided from a licensed nursery and shall be subject to acceptance as to quality by the CITY.
- 11.05 Plant Materials Guarantee
 - A. CONTRACTOR shall replace, at no cost to the CITY, any plant materials planted by CONTRACTOR under this CONTRACT which fail to establish, grow, live and remain in healthy condition, regardless of the reason for said failure, as follows:
 - 1. All trees shall be guaranteed for one (1) year from the date of acceptance of the job by CITY.
 - 2. All shrubs shall be guaranteed for ninety (90) days from the date of acceptance of the job by the CITY.

12.00 LITTER, LEAF, AND DEBRIS CONTROL

- 12.01 Remove all litter, paper, glass, trash, undesirable materials, silt and other accumulated debris as needed from all areas specified in the CONTRACT.
- 12.02 Complete policing, litter pick up and supplemental hand sweeping of edges, corners and other areas inaccessible to power equipment shall be accomplished as needed to ensure a neat appearance.

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- 12.03 Accumulation of leaves and debris shall be removed as needed, from all landscaped areas.
 - 12.04 Raking should not be used in ground cover or mulched areas except to remove heavy accumulation of leaves and debris. When raking is necessary, it should be done lightly, taking care not to damage plants.
 - 12.05 CONTRACTOR shall employ appropriate safety equipment and procedures for litter removal.

13.00 TURF RESEEDING/RESTORATION

- 13.01 Damaged, vandalized, bare, or thin turf areas shall be overseeded, plugged, or sodded as required by the CITY, to maintain turf to an acceptable quality.
- 13.02 Areas to be so treated shall be prepared as needed to provide an adequate soil condition for seed to germinate and/or turf to establish. Preparation may require, as needed, aeration, dethatching, soil amendment and tilling. Areas shall be fine graded to provide for surface drainage and to match surrounding turf and borders.
- 13.03 Seed, sod, plugs, or stolons to be used and application rate shall be as approved by the CITY. All seed, plug or stolons shall be covered with an approved top dressing at a rate of (1) cubic foot per 72 square feet or not to exceed ¼ inch in depth.
- 13.04 Repaired areas shall receive supplemental water by hand, controller cycle, or portable sprinkler as needed to establish turf.

14.00 TRASH AND GREEN WASTE DISPOSAL

- 14.01 All trash, green waste and accumulated debris from the CITY shall be removed from the site, immediately upon collection and disposed of by CONTRACTOR at a legal waste collection site, or landscape material recycling center, as applicable through the CITY. The CONTRACTOR shall coordinate with the CITY to dispose of these materials at no cost through CITY disposal sites. All material must be from CITY facilities

15.00 SWEEPING/WASHING HARD SURFACES

- 15.01 Walkways, steps, surface areas, curbs, gutters and parking lots shall be cleaned, including but not limited to, the removal of all foreign objects from surfaces such as gum, food or drink spills, grease, paint, broken glass, staples, etc., as needed, according to specified in the MAINTENANCE MINIMUM FREQUENCIES table in Section 16.00.
- 15.02 Supplemental hand sweeping of parking lot edges, corners and other parking lot areas shall be required in those areas inaccessible to power equipment or where use of power equipment would have an adverse community effect.

16.00 MAINTENANCE MINIMUM FREQUENCIES

As a non-inclusive table of tasks required under this CONTRACT, the following maintenance minimum frequencies shall apply to the referenced tasks:

	Weekly	Bi-Weekly	Quarterly	As Needed
Irrigation Maintenance				
Testing	X			
Turf Maintenance				
Mowing/Edging	X			
Weed Control	X			
Clipping Removal	X			
Visual Inspection	X			
Planters & Ground Cover Maintenance				
Edging	X			
Trimming	X			
Weed Control	X			
Pest Control				X
Shrub Maintenance				
Weed Control	X			
Trimming				X
Pest Control				X
Tree Maintenance				
Trim	Based on Tree Pruning Schedule Appendix B			
Re-Stake/Check				X
Pest Control				X
Hardscape Maintenance				
Gutters, Curbs, Sidewalks, Roadways	X			
Miscellaneous Asphalt, Concrete and D.G.	X			
Waste Disposal				
Trash and Litter Removal	X			

Section 3 – Submission Requirements

To achieve a uniform review process and obtain the maximum degree of comparability, the responses shall be organized in the manner specified below. Proposals shall not exceed the requested information. Information in excess of the information requested will not be evaluated.

The proposal and any accompanying documentation submitted becomes property of the City of Killeen and will not be returned.

1. Vendor's profile

- a. Tax ID Number
- b. Full legal name of business
- c. Brief history of business including year established
- d. Address
- e. City, State & Zip
- f. Point of contact of individual(s) at your business that would handle any issues that may arise with customer service or billing concerns during the term of agreement
- g. Telephone
- h. Business Entity Type
- i. Email address
- j. Authorized Signature
- k. Printed Name

2. Experience and Qualifications

- a. Describe your company's expertise and knowledge with providing landscape services in similar format(s)
- b. Describe your company's plan to objectively meet the needs of our request

3. References

- a. Provide a minimum of three (3) references of governmental organizations for which your company has provided landscape services to in the past. Each reference should include, organization name, name, title, email address and phone number of the point of contact at the organization referenced, and the time services were conducted.

4. Invoice plan

- a. Describe how your company invoices and if it meets the requirements.
- b. Provide a sample invoice.

5. Draft contract

- a. A draft contract including the services and terms outlined within this RFP must be submitted with the proposal submission.

6. Attachments

- a. The following forms shall be attached with the proposal submittal
 - i. Copies of licenses
 - ii. Conflict of Interest Questionnaire (CIQ) – Appendix H
 - iii. Cost Proposal – Appendix I

VI. Evaluation of Proposals

Proposals will be evaluated by an evaluation committee of three (3) to five (5) employees of the City. The recommendation of the evaluation committee is subject to approval by the City Manager and/or City Council.

~~During the evaluation process, the Committee and the City reserve the right, where it may serve the City's best~~ interest, to request additional information or clarifications from submitting entities. The City may enter into multiple contracts in order to meet additional weekly demands. Vendors may be ranked based on individual services and will be contacted to provide services according to the assigned ranking. If additional capacity is needed or the higher ranked vendor is unavailable, another vendor may be contacted to perform services. Vendors may submit qualifications on any or all services listed. The award of a contract does not guarantee that services or any given quantity of services will be utilized by an individual vendor.

At the City's discretion, submitting entities may be requested to make oral presentations as part of the evaluation process.

Proposals will be evaluated on following criteria.

1. Cost of Services – Maximum 30 points
2. Capacity to Deliver Services – Maximum 30 points
3. Experience & Qualifications – Maximum 30 points
4. References – Maximum 10 points

VII. The City of Killeen, TX – Reservation of Rights

In connection with the RFP, the City of Killeen reserves all rights (which rights may be exercised by the City in its sole discretion) available to it under applicable laws, including without limitation, and with or without cause and with or without notice, the right to:

1. Cancel this RFP, in whole or in part at any time before the execution of a contract by the City of Killeen, without incurring any cost, obligations, or liabilities.
2. Issue addenda, supplements, and modifications to this RFP.
3. Revise and modify, at any time before the RFP submittal due date, the factors and/or weights of factors the City will consider in evaluating RFP submittals and to otherwise revise or expand its evaluation methodology as set forth herein.
4. Extend the RFP submittal due date.
5. Investigate the qualifications of any firm under consideration and require confirmation of information furnished by a firm.
6. Require additional information from a firm concerning contents of its RFP submittal and/or require additional evidence of qualifications.
7. Waive or permit corrections to data submitted with any response to this RFP until such time as the City declares, in writing, that a particular stage or phase of its review of the responses has been completed or closed.
8. Reject at any time, any or all submittals, responses and RFP submittals received.
9. Terminate, at any time, evaluations of responses received.
10. Appoint an evaluation committee to review RFP submittals or responses, make recommendations.
11. Hold interviews and conduct discussions and correspondence with one or more of the firms responding to this RFP to seek an improved understanding and evaluation of the responses to this RFP.

12. ~~Seek or obtain data from any source that has the potential to improve the understanding and evaluation of the responses to this RFP.~~
13. Disclose information contained in an RFP submittal to the public as required under the Texas Public Information Act.
14. Authorize firms to substitute key personnel until the City declares, in writing, that a particular stage or phase of its review has been completed and closed.
15. Waive deficiencies in an RFP submittal, accept and review a non-conforming RFP submittal or seek clarifications or supplements to an RFP submittal.
16. Disqualify any firm that changes its RFP submittal without the City's authorization.
17. Add city properties to the RFP or contract.
18. Exercise any other right reserved or afforded to the City of Killeen under this RFP. The City reserves the right to modify the process, in its sole discretion, to address applicable law and/or the best interest of the City.

The City shall not, under any circumstances, be bound by or be liable for any obligations until such time (if at all) a contract has been awarded and all approvals obtained in form and substance satisfactory to the City have been executed and authorized by the City, and then only to the extent of such agreements.

Appendix "A"

**CITY OF KILLEEN MAINTENANCE SERVICES
INSPECTION RATING FORM 1**

SITE: _____ INSPECTOR: _____ DATE: _____

Category Description	Possible Points	Previous Period	Rating This Period
Irrigation Maintenance	10		
Turf Maintenance	25		
Planters & Ground Cover Maintenance	15		
Shrub Maintenance	15		
Tree Maintenance	5		
Hardscape Maintenance	5		
Trash & Litter Pickup	25		
Rating Totals	100		

**CITY OF KILLEEN MAINTENANCE SERVICES
INSPECTION RATING FORM 2**

SITE: _____ INSPECTOR: _____ DATE: _____

Category Description	Possible Points	Previous Period	Rating This Period
Safety	8		
Knowledge of Contract Requirements	7		
Staffing	10		
Equipment & Vehicles	8		
Performance of Additional Work	8		
Observation and Reporting	5		
Emergency Response	8		
Response to Requests	8		
Office and Communications	8		
Schedule and Reports	8		
Meeting Preparation and Attendance	7		
Administrative Support	7		
Supervision of Operations	8		
Rating Totals	100		

Appendix "B"

Acceptable Plants		
All plants are recommended based on facility use/location and are subject to City approval		
Common Names/Subspecies		
Indian Hawthorn		Turkscap
Liriope		Beebalm
Boxwood		Dwarf Rose Bush
Ligustrum		Rock Rose
Mondo Grass		Ruellia
Mexican Feather Grass		Allamanda
Purple Fountain Grass		Firecracker Bush
Mexican Sage		Cuphea
Russian Sage		Nandina
Texas Sage		Abelia
Lantana		Birds of Paradise
Salvia		
Trumpets		
Verbena		
Red Yucca		
American Century Plant		

Appendix “C”

TREE PRUNING SCHEDULE

TREE TYPE	LATE WINTER/ EARLY SPRING	LATE SPRING/ EARLY SUMMER	LATE SUMMER/ FALL	LATE FALL/ EARLY WINTER
OAK TREES	X			X
ASH	X			
BIRCH		X		
PECAN	X			
BALDCYPRESS	X			
DOGWOOD		X		
WAX MYRTLE	X	X	X	X
SYCAMORE	X			
JUNIPER	X			
VITEX	X			
COTTONWOOD	X			
CRAPE MYRTLE	X			
DESERT WILLOW	X			
AFGHAN PINE		X	X	
ELM	X			
HOLLY		X		
REDBUD		X		
MAGNOLIA		X		
MOUNTAIN LAUREL		X		
CHINESE PISTACHE	X			
BRADFORD PEAR	X			X

Do not prune from Feb 1 to June 30, and all wounds should be painted any time of year.

Appendix "D"

ISA Basic Tree Risk Assessment Form

Client _____ Date _____ Time _____
 Address/Tree location _____ Tree no. _____ Sheet _____ of _____
 Tree species _____ dbh _____ Height _____ Crown spread dia. _____
 Assessor(s) _____ Tools used _____ Time frame _____

Target Assessment

Target number	Target description	Target protection	Target zone			Occupancy rate 1 - rare 2 - occasional 3 - frequent 4 - constant	Practical to move target?	Recreation potential?
			Target within 0.5 m	Target within 1 m	Target within 1.5 m			
1								
2								
3								
4								

Site Factors

History of failures _____ Topography Flat ☐ Slope _____ % Aspect _____
 Site changes None ☐ Grade change ☐ Site clearing ☐ Changed soil hydrology ☐ Root cuts ☐ Describe _____
 Soil conditions Limited volume ☐ Saturated ☐ Shallow ☐ Compacted ☐ Pavement over roots ☐ % Describe _____
 Prevailing wind direction _____ Common weather Strong winds ☐ Ice ☐ Snow ☐ Heavy rain ☐ Describe _____
Tree Health and Species Profile
 Vigor Low ☐ Normal ☐ High ☐ Foliage None (seasonal) ☐ None (dead) ☐ Normal _____ % Chlorotic _____ % Necrotic _____ %
 Pests/Biotic _____ Abiotic _____
 Species failure profile Branches ☐ Trunk ☐ Roots ☐ Describe _____

Load Factors

Wind exposure Protected ☐ Partial ☐ Full ☐ Wind funnelling ☐ Relative crown size Small ☐ Medium ☐ Large ☐
 Crown density Sparse ☐ Normal ☐ Dense ☐ Interior branches Few ☐ Normal ☐ Dense ☐ Vines/Mistletoe/Moss ☐ _____
 Recent or expected change in load factors _____

Tree Defects and Conditions Affecting the Likelihood of Failure

— Crown and Branches —

Unbalanced crown ☐ LCR _____ %
 Dead twigs/branches ☐ _____ % overall Max. dia. _____
 Broken/Hangers Number _____ Max. dia. _____
 Over-extended branches ☐
 Pruning history
 Crown cleaned ☐ Thinned ☐ Raised ☐
 Reduced ☐ Tooped ☐ Lion-tailed ☐
 Flush cuts ☐ Other _____
 Cracks ☐ Lightning damage ☐
 Codominant ☐ Included bark ☐
 Weak attachments ☐ Cavity/Nest hole _____ % circ.
 Previous branch failures ☐ Similar branches present ☐
 Dead/Missing bark ☐ Cankers/Galls/Burls ☐ Sapwood damage/decay ☐
 Conks ☐ Heartwood decay ☐
 Response growth _____
 Condition(s) of concern _____

Part Size _____ Fall Distance _____
 Load on defect N/A ☐ Minor ☐ Moderate ☐ Significant ☐
 Likelihood of failure Improbable ☐ Possible ☐ Probable ☐ Imminent ☐

— Trunk —

Dead/Missing bark ☐ Abnormal bark texture/color ☐
 Codominant stems ☐ Included bark ☐ Cracks ☐
 Sapwood damage/decay ☐ Cankers/Galls/Burls ☐ Sap ooze ☐
 Lightning damage ☐ Heartwood decay ☐ Conks/Mushrooms ☐
 Cavity/Nest hole _____ % circ. Depth _____ Poor taper ☐
 Lean _____° Corrected? _____
 Response growth _____
 Condition(s) of concern _____

Part Size _____ Fall Distance _____
 Load on defect N/A ☐ Minor ☐ Moderate ☐ Significant ☐
 Likelihood of failure Improbable ☐ Possible ☐ Probable ☐ Imminent ☐

— Roots and Root Collar —

Collar buried/Not visible ☐ Depth _____ Stem girdling ☐
 Dead ☐ Decay ☐ Conks/Mushrooms ☐
 Ooze ☐ Cavity ☐ _____ % circ.
 Cracks ☐ Cut/Damaged roots ☐ Distance from trunk _____
 Root plate lifting ☐ Soil weakness ☐
 Response growth _____
 Condition(s) of concern _____

Part Size _____ Fall Distance _____
 Load on defect N/A ☐ Minor ☐ Moderate ☐ Significant ☐
 Likelihood of failure Improbable ☐ Possible ☐ Probable ☐ Imminent ☐

[illegible]

Likelihood of Failure	Likelihood of Impact			
	Very low	Low	Medium	High
Imminent	Unlikely	Somewhat likely	Likely	Very likely
Probable	Unlikely	Unlikely	Somewhat likely	Likely
Possible	Unlikely	Unlikely	Unlikely	Somewhat likely
Implausible	Unlikely	Unlikely	Unlikely	Unlikely

Likelihood of Failure & Impact	Consequences of Failure			
	Negligible	Minor	Significant	Severe
Very likely	Low	Moderate	High	Extreme
Likely	Low	Moderate	High	High
Somewhat likely	Low	Low	Moderate	Moderate
Unlikely	Low	Low	Low	Low

1.		Residual risk
2.		Residual risk
3.		Residual risk
4.		Residual risk

Overall residual risk None ☐ Low ☐ Moderate ☐ High ☐ Extreme ☐ Recommended inspection interval _____

Inspection limitations ☐None ☐Visibility ☐Access ☐Vines ☐Root collar buried Describe _____

Appendix "E"

Texas Department of Agriculture Pesticide Applicator Record

TDA Q527
7/15



COMMISSIONER STEVE MULLER

Business/Applicator Name _____ Address _____

Application Date	Time Started	Name of the person for whom the application was made	Location of Land Treated	Site Treated	Wind Direction	Wind Velocity	Air Temp
Product Trade Name	EPA Registration Number	Target Pest	Rate of Product Per Unit	Method or Type of Equipment Used To Make Application	FAA "N" Number for Aerial Application Equipment:		
Is Application Applied in Regulated County: <input type="checkbox"/> Yes <input type="checkbox"/> No				Regulated Herbicide Permit Number:			
Licensed Applicator's Name and License Number		Non-licensed Applicator's Name Working Under Licensee		Total Acres or Volume of Area Treated	Total Volume of Spray Mix, Dust, Granules or Other Materials Applied Per Unit		
Documentation used to verify training of non-licensed applicator (Mark Applicable Box)							
<input type="checkbox"/> Direct Supervisor Affidavit <input type="checkbox"/> WPS Handler Card <input type="checkbox"/> Signed & Dated Label							

Application Date	Time Started	Name of the person for whom the application was made	Location of Land Treated	Site Treated	Wind Direction	Wind Velocity	Air Temp
Product Trade Name	EPA Registration Number	Target Pest	Rate of Product Per Unit	Method or Type of Equipment Used To Make Application	FAA "N" Number for Aerial Application Equipment:		
Is Application Applied in Regulated County: <input type="checkbox"/> Yes <input type="checkbox"/> No				Regulated Herbicide Permit Number:			
Licensed Applicator's Name and License Number		Non-licensed Applicator's Name Working Under Licensee		Total Acres or Volume of Area Treated	Total Volume of Spray Mix, Dust, Granules or Other Materials Applied Per Unit		
Documentation used to verify training of non-licensed applicator (Mark Applicable Box)							
<input type="checkbox"/> Direct Supervisor Affidavit <input type="checkbox"/> WPS Handler Card <input type="checkbox"/> Signed & Dated Label							

Appendix "F" **IRRIGATION SYSTEM INSPECTION FORM**

DATE	FACILITY: CONTROLLER DESIGNATION: CONTROLLER LOCATION:	CONTROLLER OPERATION	BACKFLOW OPERATION	# BROKEN HEADS	# CLOGGED HEADS	# MISSING HEADS	# SUNKEN HEADS	SPRINKLER COVERAGE	# SUNKEN VALVE BOX	# MISSING VALVE BOX COVERS	VALVE ELECTRICAL CONNECTIONS	WINTERIZATION	RETURN TO NORMAL SERVICES	BROKEN PIPE OR FITTINGS	OTHER	NOTES
1																
2																
3																
4																
5																
6																
7																
8																
9																
10																
11																
12																

Appendix "G"
CITY OF KILLEEN
GENERAL TERMS AND CONDITIONS

1. General Conditions

Bidders are required to submit their Bid upon the following express conditions:

- (a) Bidders shall make all investigation necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the Bid conditions. No plea of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the bidder.
- (b) Unless specifically stated otherwise in the specifications, only new products or equipment will be acceptable.

2. Preparation of Bid

Bid will be prepared in accordance with the following:

- (a) All information required by the Bid shall be furnished. The bidder shall print or type his/her name and manually or electronically sign the Bid and each continuation sheet on which an entry is made.
- (b) Unit prices shall be shown and where there is an error in extension of the price, the unit price shall govern.
- (c) Alternate Bids will not be considered unless authorized by the City within the specifications.
- (d) Proposed delivery time must be shown and shall include weekends and holidays if requested by the City.
- (e) The City qualifies for exemption from State and Local Sales and Use Taxes pursuant to the provision of Article 20.04(f) of the Texas Limited Sales, Excise and Use Tax Act. Taxes normally levied on the purchase, rental and lease of materials, supplies and equipment used or consumed in performance of the Contract may be exempted by issuing to suppliers an exemption certificate in lieu of tax. Exemption certificates comply with State Comptroller of Public Accounts Ruling No. 95-0.07. Any such exemption certificate issued in lieu of tax shall be subject to State Comptroller of Public Accounts Ruling No. 95-0.09, as amended. Failure by the Bidder or the bidder's Subcontractors to take advantage of the City's exemption and to obtain such exemption certificate shall make him responsible for paying taxes incurred on materials furnished on the Project without additional cost to or reimbursement by the City.

3. Description of Supplies

Any catalog of manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidders are required to state exactly what they intend to furnish; otherwise they will be required to furnish the item as specified.

4. Submission of Bid

By submitting your Bid, you acknowledge that the City of Killeen will not accept any Bid, or execute any submitted contract in conjunction with a Bid that requires the City to agree to any of the following:

- Governing law other than the law of the State of Texas
- Venue other than Bell County
- Mandatory arbitration
- Artificial limitation of liability
- Artificial statute of limitation
- Waiver of trial by jury
- Indemnify a vendor

(a) Bid and changes thereto shall be enclosed in a sealed envelope addressed to the Purchasing Office, City of Killeen. The names and address of Bidder, the date and hour of the Bid opening and the Bid number shall be placed on the outside of the envelope.

(b) Bids must be submitted on the forms furnished. Telegraphic Bids will not be considered. However, Bids may be modified by written notice provided such notice is received prior to the time and date set for the Bid opening.

(c) All Bid documents shall be sealed and submitted no later than the specified date and hour of the Bid opening to:

Electronically submit bids to Negometrix E-Bidding Site: (<https://app.negometrix.com>)

OR

Delivery Address:
City of Killeen
Attn: Purchasing Division
802 N 2nd Street, Building E, 2nd Floor #215
Killeen, TX 76541

5. Rejection of Bid

(a) The City may reject a Bid if:

1. The Bidder mistakes or conceals any material fact in the Bid, or if
2. The Bid does not strictly conform to law or the requirements of the Bid, or if
3. The Bid is conditional, except that the Bidder may qualify his Bid for acceptance by the City as an "All or None" basis.

(b) The City may, however, reject all Bids whenever it is deemed in the best interest of the City to do so, and may reject any part of a Bid unless the Bid has been qualified as provided in section 5(a) 3 above.

6. Withdrawal of Bid

Bid may not be withdrawn for up to ninety (90) days after the time set for the Bid opening, unless otherwise stated in the Bid.

7. Late Bid or Modifications

Bid and modifications received after the time set for the Bid opening will not be considered.

8. Clarification or Objection to Bid Specifications

If any person contemplating submitting a Bid for this contract is in doubt as to the true meaning of the specifications, or other Bid documents, or any part thereof, he may submit to Purchasing, a request for clarification by the deadline established in the Bid. All such requests for information shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the Bid, if made, will be made only by an addendum duly issued. A copy of such addendum will be distributed to all known bidders who have expressed an interest in this bid. The City will not be responsible for any other explanation or interpretation of the proposed Bid made or given prior to the award of the contract. Any objection to the specifications and requirements, as set forth in the Bid documents must be filed in writing with the Purchasing Division by the deadline established in the Bid.

9. Discounts

(a) Prompt payment discounts will be considered in making the award provided the period of the discount offered is

sufficient to permit payment within such period in the regular course of business.

(b) In connection with any discount offered, time will be computed from the date of receipt of supplies or services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

10. Award of the Contract

(a) The contract will be awarded to the lowest responsible bidder. "Lowest responsible bidder" means the Bidder submitting the lowest bid meeting all requirements of the specifications, instructions, and terms and conditions of the bid and who has the financial and practical ability to fully and reliably perform all obligations of the Contract, taking into consideration qualifications and past performance of the Bidder. The following are considered examples of performance that is not responsible and may lead to a determination that the Bidder is not responsible:

- * Falsification of information provided in bid response;
 - * Non-observance of safety requirements;
 - * Failure to meet requirements of federal, state, or local law, as applicable, including employment;
 - * Substantial failure to adhere to contractually agreed-upon schedules; and
- Poor past performance on City projects such as use of defective materials, refusal to correct defective work not in accordance with contract documents, failure to reasonably resolve disputes, termination for cause, or performance leading to litigation.

Or, if applicable, the responsible bidder who provides goods or services at the most advantageous Bid for the municipality based on, but not limited to, the following factors:

- | | |
|---|--|
| * Unit price | * Bidder's past performance |
| * Total Bid price | * Demurrage charges, freight costs and mileage |
| * Terms and discounts | * Estimated costs of supplies, maintenance, etc. |
| * Delivery date | * Estimated surplus value, life expectancy |
| * Product warranty | * Results of testing samples |
| * Special needs and requirements of City | * Conformity to specifications |
| * Past experience with product/service | * Training requirements, location, etc. |
| * City's evaluation of the bidder's ability, financial, strength, and ethical standards | * Location of maintenance facility/service person; |
| * Quality of the bidder's goods or services | ability to provide for minimum down time |
| * The extent to which the goods or services meet the municipality's needs | * The total long-term cost to the municipality to acquire the bidder's goods or services |
| | * Reputation of bidder and of bidder goods and services |

(b) The City reserves the right to accept any item or group of items of this Bid, unless the Bidder qualifies his Bid by specific limitation. Reference section 5(a) 3 above.

(c) A written award of acceptance mailed or otherwise furnished to the successful Bidder will then be followed up with a contract/service agreement for review by the City's legal team, if not otherwise specified within.

(d) Prices must be quoted "F.O.B. Destination (Killeen) with all transportation charges prepaid," unless otherwise specified in the Bid.

(e) If identical Bids are received from two or more bidders and those Bids are the lowest and best Bid, the tie shall be broken in accordance with provisions in Section 271.901 of the Texas Local Government Code.

(f) As stated in Section 271.905 of the Texas Local Government Code, "In purchasing under this title any real property or personal property that is not affixed to real property, if a local government receives one or more competitive sealed Bid from a bidder whose principal place of business is in the local government and whose Bid is within three percent of the lowest Bid price received by the local government from a bidder who is not a resident of the municipality, the local government may enter into a contract with: (1) the lowest bidder; or (2) the bidder whose principal place of business is in the local government if the governing body of the local government determines, in writing, that the local bidder offers the

~~local government the best combination of contract price and additional economic development opportunities for the local government created by the contract award, including the employment of residents of the local government and increased tax revenues to the local government."~~

(g) As stated in Section 271.9051(b) of the Texas Local Government Code, "In purchasing real property or personal property that is not affixed to real property, or services, if a municipality receives one or more competitive sealed Bid from a bidder whose principal place of business is in the municipality and whose Bid is within five percent of the lowest Bid price received by the municipality from a bidder who is not a resident of the municipality, the municipality may enter into a contract for an expenditure of less than \$100,000 or a contract for other purchases in an amount of less than \$500,000 with: (1) the lowest bidder; or (2) the bidder whose principal place of business is in the municipality if the governing body of the local government determines, in writing, that the local bidder offers the municipality the best combination of contract price and additional economic development opportunities for the municipality created by the contract award, including the employment of residents of the municipality and increased tax revenues to the municipality."

11. Bid Protest

Any bidder wishing to file a protest concerning alleged improprieties with this solicitation must submit the protest in written format to the Purchasing Division within 5 business days after the specified time of the Bid opening. The formal written protest must identify the name of the bidder contesting the solicitation, the project name and number, and the specific grounds for the protest with all supporting documentation. A response to the protest will be prepared by Purchasing within 10 business days of receipt of the protest. All determinations made by the City are final.

12. Termination for Governmental Non-Appropriations

This contract is a commitment of the City's current revenues only. Should the terms of the Bid require payment of funds over more than the current fiscal year ending September 30, the following shall apply:

(a) For each lease, City represents and warrants: that it has appropriated and budgeted the necessary fund to make all rent payments required pursuant to such lease for the remainder of the fiscal year in which the payment term commences; and that it currently intends to make rent payments for the full lease term as scheduled in the applicable payment schedule if funds are appropriated for the rent payment in each succeeding fiscal year by its governing body. Without contractually committing itself to do so, City reasonably believes that monies in an amount sufficient to make all rent payments can and will lawfully be appropriated; therefore, City agrees to budget requests to include the rent payments payable during each fiscal year in the budget requests presented to City's governing body for each fiscal year; provided, that City's governing body retains authority to approve or reject any such budget request. All rent payments shall be payable out of the general funds of City or out of other funds legally appropriated therefore. Lessor agrees that no lease will be a general obligation of City and no lease shall constitute a pledge of either the full faith and credit of City or the taxing power of City.

(b) If City's governing body fails to appropriate sufficient funds in any fiscal year for rent property or other payments due under a lease and if other funds are not legally appropriated for such payment, then a non-appropriation event shall be deemed to have occurred. If a non-appropriation event occurs, then: (1) City shall give lessor immediate notice of such non-appropriation event and provide written evidence of such failure by City's governing body; (2) on the return date, City shall return to Lessor all of the equipment covered by the affected lease, at City's sole expense; (3) the affected lease shall terminate on the return date without penalty to City; (4) return date means the last day of the fiscal year for which appropriations were made for the rent payments due under a lease.

13. Termination of Contract

This contract shall remain in effect until the contract expires, delivery/completion and acceptance of products and/or performance of services ordered or until terminated by either party with a thirty (30) day written notice prior to any cancellation. All bidders must state therein the reasons for such cancellation. City reserves the right to award a cancelled contract to next best offeror as it deems to be in the best interest of the City.

14. Assurance of Compliance

For Equal Employment Opportunity and Small and/or Minority Business Enterprise Requirements the bidder agrees that if this Bid is accepted, he/she will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, national origin, sex, age, handicap, or political belief

or affiliation.

15. Conflict of Interest Disclosure Questionnaire

The Bidder agrees that if a member of the City Council a Councilmember's close relative or any officer or employee of the City has a financial interest, direct or indirect, or by reason of ownership of stock in any corporation, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City any land, materials, supplies or services except on behalf of the City, as an officer or employee, the official shall file before a vote or decision on any matter involving the business entity or the real property, an affidavit stating the nature and extent of the interest and shall abstain from further participation in the matter if:

- (a) in the case of a substantial interest in a business entity the action on the matter will have a special economic effect on the business entity that is distinguishable from the effect on the public; or
- (b) in the case of a substantial interest in real property, it is reasonably foreseeable that an action on the matter will have a special economic effect on the value of the property, distinguishable from its effect on the public.

Chapter 176 of the Texas Local Government Code mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the City of Killeen, including affiliations and business and financial relationships such persons may have with the City of Killeen. An explanation of the requirements of Chapter 176 and complete text of the new law are available at: https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm

16. Venue for Legal Action

This agreement shall be governed and construed according to the laws of the State of Texas. Venue for purposes of any and all lawsuits, causes of actions, claims or disputes shall be in Bell County, Texas.

17. Conflicts in Terms and Conditions for Bids

If any conflicts exist between the Terms and Conditions for Bids and the standard form of agreement between the owner and Bidder, the standard form of agreement between the owner and bidder shall prevail.

18. Insurance

All bidders shall have the appropriate amount of insurance while delivering the items once awarded, this coverage shall be present as to cover all losses up until the City accepts the items in writing.

A. Comprehensive General Liability and Property Damage Insurance.

The bidder shall take out and maintain during the life of this Contract such Comprehensive General Liability and Property Damage Insurance as shall protect the City from claims for damages or personal injury, including accidental death, as well as from claims for property damages which may arise from delivering the item under this contract to City property or outside party property (citizens), whether such operations be by himself or by an subcontractor or by anyone directly or indirectly employed by either of them, and the minimum amounts of such insurance shall be as follows:

Bodily Injury.

- (1) Each Occurrence - \$1,000,000
- (2) Annual Aggregate - \$2,000,000

Property Damage Insurance.

- (1) Each Occurrence - \$1,000,000
- (2) Annual Aggregate - \$2,000,000

B. Comprehensive Automobile Liability.

Bodily Injury

- (1) Each Person - \$500,000
- (2) Each Accident - \$1,000,000

Property Damage

(1) Each Occurrence - \$1,000,000

Workers Compensation and Employee Liability

(1) Each Accident - \$1,000,000

(2) Each Disease of employee - \$1,000,000

19. Disclosure of Interested Parties

Texas Government Code Section 2252.908 requires that parties contracting with governmental entities submit a disclosure of interest parties form for contracts entered into after January 1, 2016. Successful bidders shall electronically submit the form at the following website: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm and provide the City with a certified copy prior to Council approval of the Bid award.

20. Acknowledgement – “Boycott Israel”

By signing and submitting this bid the vendor hereby verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. Boycotting Israel is defined in Texas Government Code section 808.001 to mean refusing to deal with, terminating business activities with, or 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.

SIGNATURE: _____

DATE: _____

PRINT NAME: _____

Manuel Colón

Appendix "H"

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg. Regular Session.</p> <p>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).</p> <p>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.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICER USE ONLY	
<p>Name of vendor who has a business relationship with local governmental entity.</p> <p><input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p>	<p>Date Received</p>	
<p>(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.)</p>		
<p>Name of local government officer about whom the information in this section is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p> <p>This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. And each additional page to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>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 named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>C. Is the filer of this questionnaire employed by 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?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p>		
<div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 60%;"> <p>_____</p> <p>Signature of vendor doing business with the governmental entity</p> </div> <div style="width: 35%;"> <p>_____</p> <p>Date</p> </div> </div>		

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](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.

Appendix "J"





City of Killeen

ADDENDUM NO. 1 for RFP No. 22-12

Landscape Services

BID DUE DATE: March 3, 2022 at 2:00 p.m.

Today's date: March 1, 2022

The following questions have been made to the above-mentioned RFP. Answers follow in *italics*.

1. Will the irrigation and tree removal be separate PO or will that fall into this agreement?

Yes- will be included in this award

2. Does this award include parking lot maintenance?

Yes, such as blowing cut debris out of site. Does not include painting parking lot stripes though.

3. Will this be 12 months, equal billing?

Yes

4. Will this be for (52) weeks?

Yes – through all seasons. Frequency will change through no- grow seasons but work can transition to hardscape work, winterizing irrigation, etc.

5. Are irrigation checks weekly?

Visual checks yes and yes operational check monthly.

6. Please verify the properties that do not have irrigation systems on the bid.

Irrigated Sites

City Hall, Copper Mountain Library, Downtown Police Department, Family Aquatics Center, Family Recreation Center/Senior Center, Killeen Arts and Activities Center/Green Avenue Park, Killeen Civic and Conference Center, Rosa Hereford Killeen Community Center, Main Library, PD Headquarters, Utility Collections, Public Works: Transportation Building

MC

Bidder's Initials

Page 1 of 1

Non-Irrigated Sited

Animal Services, Code Enforcement Offices, Information Technology, Old Organized Crime Division, Santa Fe Plaza, Skyline, Special Events Center

7. Explain 8.01 and 8.0.

Discussed that they will meet with Super, parks and rec manager and/or the assist director weekly and that we will also meet with everyone monthly to stay ahead of any/all issues that may arise. The monthly meeting would have COK grounds Super, parks and rec manager, assist dir and/or the EDRS with identified landscape company POC.

8. Update: In section 11.02, "paving" should not be in this section and would not be the responsibility of the landscape contractor.

9. What does the process look like for pruning trees that are close to or touch electrical lines?

Awarded contractor would contract grounds super who would then contact ONCOR and that this process would work its way back down to the landscape contractor.

10. We would like to know if you can provide at least a map with the specific boundaries for the following.

- Killeen Civic Center and Conference Center



- Arts and Activities

MC



11. Are the dead shrubs going to be replaced by the City in the following properties?

- Killeen Civic Center - *Currently ongoing through ARPA funding. Yes, plan is in place and project is already budgeted to replace in FY22.*
- City Hall - *These plants/shrubs are dormant*
- Fire Station #9 - *If any plants are found to be dead from winter storm Uri then the department would pay for those replacement plants. Department would work through hired contractor to identify a plan.*
- Downtown Police Department - *If any plants are found to be dead from winter storm Uri then the department would pay for those replacement plants. Department would work through hired contractor to identify a plan.*

12. How often would you like the seasonal flowers to be changed at the required properties like the City Hall & Civic Center?

City Hall and the Civic Center have only ever had Spring to Summer blooming plants. We'd be open to see flowering plants for our zone be planted, showing a natural, flowering plant.

13. Are the Downtown City beds on Ave D included for maintenance in this contract?

Not currently.

Lorianne Luciano

Digitally signed by Lorianne
Luciano
Date: 2022.03.01 10:11:25 -06'00'

Lorianne Luciano
Dir. of Procurement & Contract Management

Acknowledgement:

Signature: _____

MC

Bidder's Initials

Page 4 of 5



- Public Works: Transportation Building 3201 A S WS Young



- Special Events Center



- Family Aquatics Center

Print Name: Manuel Colón

Title: Account Manager

Company: Heart of Texas Landscape & Irrigation

Date: 3/2/2022

MC

Request for Proposals City of Killeen

RFP# 22-12

Landscape Services

1. Vendor's profile

- a. Tax ID Number #742883398
- b. Heart Of Texas Landscape & Irrigation Co., Inc
- c. We have been servicing the commercial landscape and irrigation needs of Central Texas since 1989. We have almost 33 years of experience in installing, maintaining, and repairing irrigation systems.
- d. 6363 FM439
- e. Belton, TX 76513
- f. Manuel Colon, Account Manager

Cel: 254.791.9363

manuel@hotmail.com

Jimmy Baker, Parks Superintended

Cel: 254.899.5086

jimmy@hotlandscape.com

Hector Nieto, Division Manager

Cel: 254.718.6314

hector@hotlandscape.com

x Manuel Colón

Cruz Fabian, Billing Department

cruz@hotlandscape.com

g. Office: 254.939.6795

h. Business Entity: Corporation

i. manuel@hotlandscape.com

j. 

k. Manuel Colon

2. Experience and Qualifications

- a. Heart of Texas Landscape & Irrigation Co., Inc. company work expertise and knowledge;
we currently maintain properties for the Williamson County (2004-present), City of Georgetown (2015-present), Bell County (2016-present) and City of Temple (2017-present). The services we provide includes mowing, bed maintenance, fertilizing, post and pre weed applications, mulching, crushed granite, fire ant bait and treatment, tree trimming, irrigation management and inspections, insect disease control and vegetation replacement.

We currently employ two full time irrigation technicians tasked with checking and maintaining our commercial client's irrigation systems, as well as other licensed irrigations that are available to help during the busy season. We also have 3 individuals licensed to perform backflow checks.

* 

Most currently Award:

2021 TEXAS TURFGRASS ASSOCIATION (TTA) for:

**“TURF LANDSCAPE MAINTENANCE at UNIVERSITY of
MARY HARDIN –BAYLOR”**

- b. Company plan-upon the award of this contract we would develop a consistent recurring schedule that allows for the completion of all of the properties in a timely manner. When weather or conditions prevent the completion of properties in a timely manner you will be notified.

Our maintenance division includes Hector Nieto as our division manager. Hector has 20 years of experience in the landscape industry. We also employ 3 account managers that are responsible for the day-to-day activities of our crews, as well as contact with our clients. Our account managers have 27-years in combined experience in the landscape industry. We have 14 maintenance crews totaling 44 employees in the field. Many of our crew men have been with the company for 10 – 25 years. Our employee certification and licenses are attached.

3. References

HEART OF TEXAS LANDSCAPE AND IRRIGATION REFERENCES FOR COMPARABLE WORK:

Williamson County Parks Department

3005 County Road 175, Leander, TX

Contact: Leroy Smith

Phone: 512-395-5312

Email: leroysmith@wilco.org

2004-Present

City of Georgetown Parks Department.

1101 N College St, Georgetown, TX 78626

Contact: Jamie Beran

** Manuel Colón*

Phone: 512-630-9066

Email: Jamie.beran@georgetown.org

2015-Present

Bell County

101 E Central Ave, Belton, TX 76513

Contact: Mike Guthrie

Phone: 254-933-5365

Email: mike.guthrie@bellcounty.texas.gov

2016-Present

4. Invoice plan

- a. Heart of Texas Landscape Irrigation Co., Inc. invoices the city entities at the end of each month. The invoices have the location of the work performed per the RFP and the RFP prices per location. The invoices are due net later than net 30. A copy of a sample invoice is below.
- b. For sample invoice, please see next page

**Manuel Colón*



Heart of Texas Landscape & Irrigation Co., Inc.
PO Box 1236
Belton, TX 76513-1236

Invoice

Date: 2/28/2022
Invoice #: 96126

Bill To:

City of Killeen
802 N 2nd Street Building E
Killeen, TX 76541

Work Location:

P.O. No.:

TERMS:

Net 30

Description	Qty	Rate	Amount
PO 123456789			
Lawn Maintenance Site 1234		0.01	0.01
Lawn Maintenance Site 12345		0.01	0.01
Lawn Maintenance Site 123456		0.01	0.01

(Please pay by this invoice)
Thank you, we appreciate your business!

Subtotal \$0.03

Sales Tax (0.00) \$0.00

Total \$0.03

*Any payments not post marked with in the terms
specifed above will be assessed interest charges of 18%
per annum on the amount outstanding.*

Payments/Credits \$0.00

Balance Due \$0.03

** Manuel Colón*

5. Draft Contract



Proposal Date:
3/2/2022

www.hotlandscape.com

City of Killeen

PROPOSAL

This proposal is based on _____ trips per year on the following schedule:

January	_____	May	_____	September	_____
February	_____	June	_____	October	_____
March	_____	July	_____	November	_____
April	_____	August	_____	December	_____

Each trip will include these services in the primary areas as applicable to your property: (1) Pick up litter on areas to be mowed; (2) Mow primary lawn areas (3) Edge and weed eat all walks, curbs, and drives; may be chemically treated where not unsightly; and (4) blow or otherwise clean up debris caused by our work.

Periodic maintenance during the annual contract term will include the services and frequencies indicated:

☒ Fertilize primary lawn area. Spring & Fall (2X) with materials formulated for best turf development

☒ Mow grass areas designated by client, 0 times.

☒ Shear shrubs and ground cover as needed.

☒ Weed and edge beds

☒ Addendum Attachment "A" attached.

☒ Irrigation Check - Monthly

☐ Winter Rye Grass

All additional services out of contract will be performed with an approved estimate

Annual Price: \$0.00 Includes Tax ***

Monthly Price: \$0.00 Includes Tax ***

*** _____ REPRESENTATIVE INITIALS ACKNOWLEDGING PRICE

Thanks again for your consideration. Please feel free to call if you need further information or desire a revision in this proposal. If you wish to institute the program as proposed, please carefully read the terms and indicate your acceptance by your signature.

DATE _____

DATE _____

OWNER/REPRESENTATIVE _____

Manuel Colon
HEART OF TEXAS LANDSCAPE & IRRIGATION CO, INC.

Manuel Colon



www.hotlandscape.com

ATTACHMENT "A"

Other services included in contract or available upon request:

We practice Integrated Pest Management.

Other than fertilizer/pre-emergent herbicides, we only treat the pest as the pest becomes prevalent

- 1) Turf is fertilized in the spring with a slow release sulfur coated urea fertilizer with iron, sulfur & zinc trace elements. A winterize is applied in early fall.
- 2) Shrubs and trees are fertilized in the spring if fertilizer is included in the contract. (see page 1)
- 3) Post emergent herbicides in turf is included for class A Turf
- 4) Disease or insects on turf, shrubs, or trees will treated as part of Integrated pest management
- 5) Mistletoe removal or treatment is not included.
- 6) Sucker removal and crape myrtle pods that can be reached from the ground, up to eight feet, are part of shrub trimmings.
- 7) Fall leaf removal will occur when majority of trees have dropped. Oak leaf removal in late February-early March when the majority of trees have dropped.
- 8) Fire ant baits control using Fipronil will be applied to Class A areas.
- 9) Tree trimming will be complete following City of Killeen schedual.
- 10) Tree trimming up to eight feet is included in the contract. Any tree trimming over eight feet will be upon request for an additional charge.
- 11) Perennial cut backs will be performed in Winter after the first freeze. Roses will be cut back after Valentine's Day.

Your signature below indicates that you have read the information and have understood the scope of services to be provided by Heart of Texas:

DATE

OWNER/REPRESENTATIVE

DATE

Manuel Colon
HEART OF TEXAS LANDSCAPE & IRRIGATION

Manuel Colon



www.hotlandscape.com

CONTRACT

(Including Proposal, Attachment "A", page 3 of Contract, and Monthly Service Breakdown)

1) The proposal constitutes a part of this contract by and between the HEART OF TEXAS LANDSCAPE & IRRIGATION CO, INC herein after referred to as the "Contractor," and the "Client" City of Killeen, TX

2) The services specified in this contract will be completed in a workmanlike manner as near to the scheduled day as possible. However, the Contractor shall not be responsible or liable for, nor shall this contract be voided by interruptions and delays caused by Acts of God, bad weather, strikes, lockouts, or any other event beyond the control of the Contractor. This does not relieve the Contractor of resuming the services as soon as conditions permit, nor does it relieve the Client of prompt payment of the regular monthly installments as billed.

3) The Contractor hereby agrees to provide workers compensation insurance, unemployment compensation and any other insurance required by law, as well as general liability and property damage coverage. The Contractor hereby also hereby agrees to collect and pay promptly all employees withholding and FICA taxes and hold the Client harmless in this matter when all due payments due to the Contractor have been made. The Contractor hereby agrees to use all products utilized providing the services called for in this contract in accordance with labeled instructions. The Contractor does not in any way warrant the fitness of the goods supplied under this contract and expressly disclaims all express or implied warranties of merchantability or fitness of any good or service supplied under this contract

4) The Client agrees to pay the Contractor at its address in Bell County, Texas such amount as is due and owing under the terms of this contract **within (NET 30) days** of the billing date. Acceptable forms of payment include cash, checks, money orders, debit cards, and credit cards (a credit card convenience fee will be applied). **STARTING JULY 1ST 2019 – If paying by credit card a 3% convenience fee will be added to the total payment due. If paying by check or cash this convenience fee will not apply.** A payment not postmarked by the due date will be considered late and a payment not received before the next billing date will incur service and finance charges at the rate of 1.5% per month (18% annually), or at the maximum rate allowed by law. Notwithstanding the foregoing, the Client also agrees that should any payment not be made before the next billing date the Contractor may at his option declare this contract terminated without further notice, cease all services and immediately invoice for work actually done. Failure to exercise said option at any given time does not void this contract nor does it prevent the Contractor from doing so at a later date. _____ REPRESENTATIVE INITIALS

5) This contract shall continue on an annual basis and will renew unless canceled on 30 day written notice along with payment for work actually done. **This contract is susceptible to an annual increase.** _____ REPRESENTATIVE INITIALS

6) If the Client wishes to cancel this contract within the initial 12 months, they may do so by submitting a 30 day written cancellation letter and paying for remaining service visits on the contract. This can be calculated by dividing the annual service fee (tax included) by the annual service visit count stated on the contract.

7) Both "per trip" and "equal installment" billings will be dated the 1st day of each month of the contract period and are due and payable by or before the 1st of the month. The amount of "per trip" billing is determined by division of the annual cost by the number of trips annually. This monthly charge is determined by the number of trips made during the month of billing. The amount of "equal installments" billing is determined by division of the annual cost by twelve.

8) If it is necessary for the Contractor to place this contract in the hands of attorney for the purpose of collecting any amount past due and owing under the contract, the Client agrees to pay Contractor's reasonable attorney's fees, expenses and costs.

ACCEPTANCE DATE: _____

OWNER/REPRESENTATIVE

Manuel Colon

HEART OF TEXAS LANDSCAPE & IRRIGATION CO, INC.

Manuel Colon



www.hotlandscape.com

P.O. Box 1236
Belton, Texas 76513-1236

www.hotlandscape.com

Fax: 254-939-2629
Phone: 254-939-6795

MONTHLY SERVICE BREAKDOWN

Service	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEP	OCT	NOV	DEC	Total
Mow	0	0	0	0	0	0	0	0	0	0	0	0	0
Weedeat	0	0	0	0	0	0	0	0	0	0	0	0	0
Edging	0	0	0	0	0	0	0	0	0	0	0	0	0
Blowing	0	0	0	0	0	0	0	0	0	0	0	0	0
Shrub Trimming	AS NEEDED												0
Tree Trimming													0
Leaf Pickup													0
Fertilizer													0
Pre-emergent													0
Irrigation Check													0
Rye Overseed													0
Perennial Cutbacks													0

_____ **REPRESENTATIVE INITIALS ACKNOWLEDGING SERVICE BREAKDOWN**

List of additional services offered outside of the contract:

Post-emergent Herbicides (turf and bed weed treatment)

Tree trimming - over 8'

Insecticide/Fungicide

Aerification

Top-dressing

Fire ant treatment/bait

Mulch

Seasonal Color

Rye Grass

Manuel Colon



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/25/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Evans, Ewan & Brady Ins 2404 Williams Drive Georgetown TX 78628-	CONTACT NAME: Claudia Whitman	FAX (A/C No.): (512)863-5504	
	PHONE (A/C No, Ext): (512)869-1511	E-MAIL ADDRESS: claudia@eebins.com	
INSURED Heart of Texas Landscape & Irrigation Co, Inc. P.O. Box 1236 Belton TX 76513-	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Accident Fund		10166
	INSURER B: EMC Insurance Companies		21415
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			5D73165	07/09/2021	07/09/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			5E73165	07/09/2021	07/09/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			5J73165	07/09/2021	07/09/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	WCV6169476	07/09/2021	07/09/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

AI 100713

City of Killeen 802 N 2nd St Building E Killeen TX 76541-	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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TEXAS SALES AND USE TAX PERMIT

This permit is not transferable, and this side must be prominently displayed in your place of business.

Retailers: A seller may NOT accept a copy of this permit in lieu of a properly completed exemption or resale certificate. A certificate is necessary to document why tax is not collected on a sale.

TAXPAYER NAME, BUSINESS LOCATION NAME, and PHYSICAL LOCATION

HEART OF TEXAS LANDSCAPE & IRRIGATION CO., INC.

HEART OF TEXAS LANDSCAPE & IRRIGATION CO., INC.

6363 FM 439

BELTON

BELL COUNTY

TX 76513-4716

NAICS: 561730 Landscaping Services

WE SHOW THIS BUSINESS IN THE FOLLOWING LOCAL SALES TAX AUTHORITIES:

COUNTY: BELL

EFF: 11/01/2020

You must obtain a new permit if there is a change of ownership, location, or business location name.

Type of permit

SALES AND USE TAX

Taxpayer number

3-20008-0636-7

Location number

00002

First business date of location

11/01/2020

Glenn Hegar

Comptroller of Public Accounts

TEXAS DEPARTMENT OF AGRICULTURE

COMMISSIONER SID MILLER

P. O. BOX 12847 AUSTIN, TX 78711-2847

(877) LIC-AGRI (877-542-2474)

For the hearing impaired: (800) 735-2989 TDD (800) 735-2988 VOICE

www.tda.state.tx.us



NURSERY/FLORAL CERTIFICATE OF REGISTRATION

This is to certify that the person listed below is licensed to sell nursery/floral products at the indicated location in accordance with Texas Agriculture Code Chapter 71.

HEART OF TEXAS LANDSCAPE AND IRRIGATION CO INC
6363 FM 439
BELTON TX 76513

Client Name: HEART OF TEXAS LANDSCAPE AND IRRIGATION CO
TDA Client No: 00390206

CERTIFICATE NO: 0757006

Effective Date: March 31, 2021

CERTIFICATE TYPE: NURSERY FLORAL CLASS 2

Expiration Date: March 31, 2022

MUST BE POSTED IN A CONSPICUOUS LOCATION

THIS CERTIFICATE IS NON-TRANSFERABLE

TEXAS DEPARTMENT OF AGRICULTURE

COMMISSIONER SID MILLER

P. O. BOX 12847 AUSTIN, TEXAS 78711-2847

(877) LIC-AGRI (877-542-2474)

For the hearing impaired: (800) 735-2989 TDD (800) 735-2988 VOICE

www.TexasAgriculture.gov



COMMERCIAL PESTICIDE APPLICATOR LICENSE

This is to certify that the person whose name appears below has met the requirements of Texas Agriculture Code Chapter 76, relating to application of restricted-use or state-limited-use pesticides or regulated herbicides. This license is issued for purchase and application of restricted-use or state-limited-use pesticides or regulated herbicides to be used according to label directions consistent with the use categories listed below.

DUSTIN FINCH
PO BOX 1236
BELTON TX 76513

License No:
Effective Date:
Expires:
Categories:

0587695
January 31, 2022
January 31, 2023



TEXAS DEPARTMENT OF AGRICULTURE
COMMISSIONER SID MILLER
P. O. BOX 12847 AUSTIN, TEXAS 78711-2847
(877) LIC-AGRI (877-542-2474)

For the hearing impaired: (800) 735-2989 TDD (800) 735-2988 VOICE
www.TexasAgriculture.gov



COMMERCIAL PESTICIDE APPLICATOR LICENSE

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BENJAMIN PAMPLIN
6363 FM 439
BELTON TX 76513

License No: 0729702
Effective Date: December 31, 2021
Expires: December 31, 2022
Categories:



3A

TEXAS DEPARTMENT OF AGRICULTURE
COMMISSIONER SID MILLER
P. O. BOX 12847 AUSTIN, TEXAS 78711-2847
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JARROD HOUSTON
PO BOX 1236
BELTON TX 76513

License No: 0729698
Effective Date: December 31, 2021
Expires: December 31, 2022
Categories:



3A

TEXAS DEPARTMENT OF AGRICULTURE
COMMISSIONER SID MILLER
P. O. BOX 12847 AUSTIN, TEXAS 78711-2847
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COMMERCIAL PESTICIDE APPLICATOR LICENSE

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JIMMY BAKER
PO BOX 1236
BELTON TX 76513

License No: 0729701
Effective Date: December 31, 2021
Expires: December 31, 2022
Categories:



3A

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

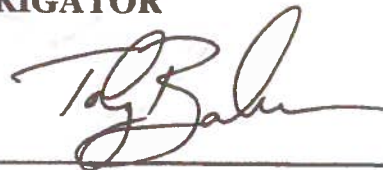
Be it known that

CHRISTOPHER L ARMOUR

*has fulfilled the requirements in accordance with the
laws of the State of Texas for*

LICENSED IRRIGATOR

*License Number: LI0018972
Issue Date: 01/23/2020
Expiration Date: 12/31/2022*



*Executive Director
Texas Commission on Environmental Quality*

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

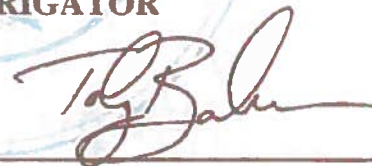
Be it known that

JIMMY J BAKER

*has fulfilled the requirements in accordance with the
laws of the State of Texas for*

LICENSED IRRIGATOR

*License Number: LI0021375
Issue Date: 03/27/2020
Expiration Date: 05/31/2023*



*Executive Director
Texas Commission on Environmental Quality*

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

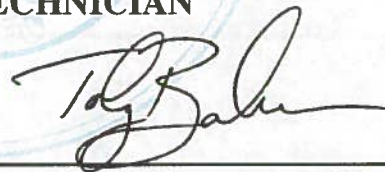
Be it known that

ADOLFO RODRIGUEZ

*has fulfilled the requirements in accordance with the
laws of the State of Texas for*

IRRIGATION TECHNICIAN

*License Number: IT0001244
Issue Date: 02/03/2022
Expiration Date: 02/28/2025*



*Executive Director
Texas Commission on Environmental Quality*

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

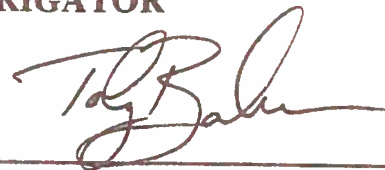
Be it known that

ERIC S ARCHER

*has fulfilled the requirements in accordance with the
laws of the State of Texas for*

LICENSED IRRIGATOR

*License Number: LI0021852
Issue Date: 02/09/2021
Expiration Date: 03/31/2024*



*Executive Director
Texas Commission on Environmental Quality*

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Be it known that

BENJAMIN E PAMPLIN

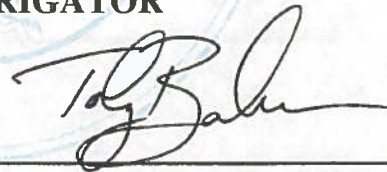
*has fulfilled the requirements in accordance with the
laws of the State of Texas for*

LICENSED IRRIGATOR

License Number: LI0022184

Issue Date: 09/17/2021

Expiration Date: 10/31/2024



Executive Director

Texas Commission on Environmental Quality

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Be it known that

ADOLFO RODRIGUEZ

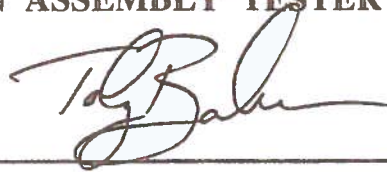
*has fulfilled the requirements in accordance with the
laws of the State of Texas for*

BACKFLOW PREVENTION ASSEMBLY TESTER

License Number: BP0018446

Issue Date: 07/14/2021

Expiration Date: 08/13/2024



Executive Director

Texas Commission on Environmental Quality

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

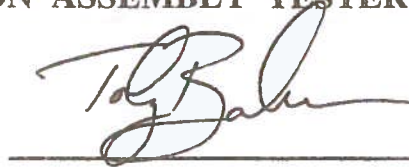
Be it known that

CHRISTOPHER L ARMOUR

*has fulfilled the requirements in accordance with the
laws of the State of Texas for*

BACKFLOW PREVENTION ASSEMBLY TESTER

License Number: **BP0012057**
Issue Date: **05/14/2021**
Expiration Date: **04/27/2024**



*Executive Director
Texas Commission on Environmental Quality*

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

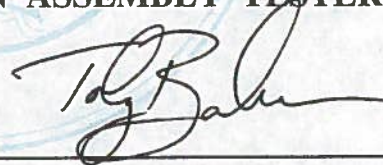
Be it known that

ERIC S ARCHER

*has fulfilled the requirements in accordance with the
laws of the State of Texas for*

BACKFLOW PREVENTION ASSEMBLY TESTER

License Number: **BP0016918**
Issue Date: **09/28/2021**
Expiration Date: **11/16/2024**



*Executive Director
Texas Commission on Environmental Quality*

THE TEXAS TURFGRASS ASSOCIATION BOARD OF
CERTIFICATION HAS CONFERRED ON

Dustin Finch

THE DESIGNATION OF

Certified Professional Turfgrass Manager

*In Recognition of Successful Completion of the Requirements for Certification and Demonstration
of a High Level of Competency, Expertise and Proficiency in Turfgrass Management*

In Witness Whereof, This Certificate Duly Signed Has Been Issued And Seal of Certification Affixed

This 27th day of July, 2015



Thomas J. ...

President

Shirley ...

Executive Director

Scott ...

Certification Board Chair

15-236



Ben Pamplin
595

The above named is hereby recognized as a
Texas Certified Landscape Professional
having fulfilled the requirements of the Certification Committee of the
Texas Nursery & Landscape Association

CHAIRMAN
TNLA Certification Committee

PRESIDENT/CEO
Texas Nursey & Landscape Association

Valid Through
June 30, 2023



Ben Pamplin
105

The above named is hereby recognized as a
Texas Certified Water Smart Professional
having fulfilled the requirements of the Certification Committee of the
Texas Nursery & Landscape Association

CHAIRMAN
TNLA Certification Committee

PRESIDENT/CEO
Texas Nursey & Landscape Association

Valid Through
June 30, 2023



215 West Bandera Road
Suite 114, Box 455
Boerne, Texas 78006
www.GaugeTest.com
1-800-638-6232

GAUGE CERTIFICATION REPORT

COMPANY: Heart of Texas Landscape & Irrigation
ADDRESS: 6363 FM 439
CITY: Belton STATE: TX ZIP: 76513
COMPANY PHONE: (254) 939-6795

The results of the differential pressure gauge test are indicated below and evaluated the operating performance scale. The pass/fail of the gauge is based upon ± 0.2 psid descending accuracy. Gauges found to be out of calibration, as established by national, state and/or local regulations, must be re-calibrated by a certified gauge service company.

ACCURACY RESULTS

<u>Gauge Scale</u>	<u>Accuracy</u>	<u>Pass/Fail</u>
"7" PSID	<u>7.2</u>	<u>P</u>
"5" PSID	<u>5.1</u>	<u>P</u>
"3" PSID	<u>3.1</u>	<u>P</u>
"2" PSID	<u>2.0</u>	<u>P</u>
"1" PSID	<u>1.0</u>	<u>P</u>
"0" PSID	<u>0.0</u>	<u>P</u>

Gauge Mfg: Bac-Flo Unl Model Number: BAC-FLO-5
Gauge Serial Number: 07150060 Pass/Fail: PASS

This test result indicated for the above referenced gauge ~~does~~ does not meet the operating performance of ± 0.2 psid accuracy and has passed a pressure verification test. All test instruments used to verify correct calibration of this test kit conform to ASME B40.1 and are traceable to N.I.S.T.

Date Certified: April 15, 2021 Certified by: Joy Baird

(210) 698-0411

www.GaugeTest.com

1-800-638-6232



Indera Road
Box 455
75 78006
Test.com
-0411

GAUGE CERTIFICATION REPORT

COMPANY: Heart of Texas Landscape & Irrigation
ADDRESS: 6363 FM 439
CITY: Belton STATE: TX ZIP: 76513
COMPANY PHONE: (254) 939-6795

The results of the differential pressure gauge test are indicated below and evaluated the operating performance scale. The pass/fail of the gauge is based upon +/- 0.2 psid descending accuracy. Gauges found to be out of calibration, as established by national, state and/or local regulations, must be re-calibrated by a certified gauge service company.

ACCURACY RESULTS

<u>Gauge Scale</u>	<u>Accuracy</u>	<u>Pass/Fail</u>
"7" PSID	<u>6.8</u>	<u>P</u>
"5" PSID	<u>5.0</u>	<u>P</u>
"3" PSID	<u>3.0</u>	<u>P</u>
"2" PSID	<u>2.1</u>	<u>P</u>
"1" PSID	<u>1.1</u>	<u>P</u>
"0" PSID	<u>0.0</u>	<u>P</u>

Gauge Mfg: Bac-Flo Uni Model Number: BAC-FLO-5
Gauge Serial Number: 12190313 Pass/Fail: PASS

The test result indicated for the above referenced gauge ~~does not~~ meet the operating performance +/- 0.2 psid accuracy and has passed a pressure verification test. All test instruments used to verify correct calibration of this test kit conform to ASME B40.1 and are traceable to N.I.S.T.

Test Certified: Aug 18, 2021 Certified by: [Signature]

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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.

OFFICE USE ONLY CERTIFICATION OF FILING

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

Heart of Texas Landscape & Irrigation Co., Inc.
Belton, TX United States

Certificate Number:
2022-854655

Date Filed:
02/25/2022

Date Acknowledged:

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

City of Killeen, TX

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 services, goods, or other property to be provided under the contract.

RFP 22-12
landscape services

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 UNSWORN DECLARATION

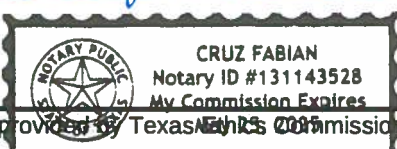
My name is Christine Pickett, and my date of birth is 3-13-1956.

My address is 1514 South 45th Street, Temple, TX, 76504, Bell.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Bell County, State of Texas, on the 25th day of March, 2022.
(month) (year)

X Cruz Fabian



Christine Pickett
Signature of authorized agent of contracting business entity
(Declarant)

APPENDIX "I"**MAIN PROJECT**

	Properties	Address	Acreage	Cost
1	Animal Services	3118 Commerce Dr	1.83	\$4,743.38
2	City Hall	101 N College St	2.64	\$19,238.13
3	Code Enforcement Offices	100 E Avenue C	0.46	\$2,294.03
4	Copper Mountain Library	3000 S WS Young Dr	1.39	\$9,662.25
5	Downtown Police	402 N 2nd St	2.09	\$7,962.75
6	Family Aquatics Center	1800 E Stan Schlueter Loop	6.33	\$21,701.75
7	Family Recreation	1700 E Stan Schlueter Loop	6.36	\$26,792.50
8	Information Technology	101 E Avenue D	0.38	\$933.50
9	Killeen Arts and Activities	801 N 4th St, Bldg B	3.90	\$26,268.00
10	Killeen Civic and Conference	3601 S WS Young Dr	20.74	\$43,180.00
11	Rosa Hereford Killeen	2201 E Veterans Memorial Blvd	7.63	\$24,519.50
12	Main Library	205 E Church Ave	1.74	\$9,786.78
13	Old Organized Crime	1523 Stonetree Dr	1.26	\$5,375.50
14	PD Headquarters	3304 Community Blvd	16.64	\$38,899.50
15	Santa Fe Plaza	301-399 Santa Fe Plaza Dr	8.06	\$11,963.50
16	Skyline	Street median on W Mary Jane	0.06	\$2,150.95
17	Special Events Center	3301 S WS Young Dr	6.55	\$5,788.00
18	Utility Collections	210 W Avenue C	1.96	\$3,457.13
19	Public Works:	3201-A S WS Young Dr	17.00	\$26,064.25
TOTAL			107.02	\$290,781.40

ADD ALTERNATE 1

	Properties	Address	Acreage	Cost
20	Central Fire Station	201 N. 28th St.	5.45	\$13,232.50
21	Fire Training Academy	207 N. 28th St.	1.42	\$5,755.00
22	Fire Station #1	3800 Westcliff Rd.	5.22	\$13,293.40
23	Fire Station #3	700 N. Twin Creek Dr.	1.00	\$4,791.00
24	Fire Station #5	905 W Jasper Dr	0.65	\$2,168.50
25	Fire Station #6	2001 E. Elms Rd.	2.26	\$3,691.15
26	Fire Station #7	3701 Watercrest Rd.	1.53	\$7,830.15
27	Fire Station #8	7252 E. Trimmier Rd.	2.96	\$10,470.75
28	Fire Station #9	5400 Bunny Trail	2.88	\$13,599.48
TOTAL			23.37	\$74,831.93

ADD ALTERNATE 2

	Properties	Address	Acreage	Cost
29	Police Department Shooting	12200 TX-195	15.19	\$11,549.00
TOTAL			15.19	\$11,549.00

GRAND TOTAL**145.58 \$377,162.33**
