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STATE OF TEXAS § CONTRACT FOR GROUNDS MAINTENANCE SERVICES

COUNTY OF SMITH § CITY OF TYLER AIRPORT, TRANSIT AND PARKS FACILITIES

THIS AGREEMENT entered into by and between the CITY of Tyler, Texas, a municipal corporation, (hereafter "CITY"), and ______________________________(hereafter "CONTRACTOR"), for grounds maintenance services to the facilities described herein.

I. INTENTION OF CONTRACT

The sole purpose of this contract is to establish standards that maintain the Tyler Pounds Regional Airport, Selected Right of Ways, and City of Tyler Parks in a clean and attractive manner that portrays well kept, professional facilities.

CONTRACTOR shall coordinate all grounds maintenance services activities with the CITY’s designated representatives, which shall be the Airport Manager, and the Parks and Recreation Director or their designee.

II. TERMS OF AGREEMENT

The term of the agreement shall be about 2 (two) years consisting of the scope of service each year ending September 30. Service will be performed in accordance with Section III.

III. GROUND MAINTENANCE INTERVALS

The figure in the monthly column represents the number of frequencies the CONTRACTOR will perform the service function in that particular month. If there is no corresponding number in that column, that particular function will not be performed for the contracted price.

Additional functions or increased intervals may be performed at a price agreed upon by the CITY and the CONTRACTOR.
A. STANDARD SERVICES

STANDARD SERVICES (CLASS A)

<table>
<thead>
<tr>
<th>Service</th>
<th>FEB</th>
<th>MAR (10)</th>
<th>APR</th>
<th>MAY</th>
<th>JUN</th>
<th>JUL</th>
<th>AUG</th>
<th>SEPT (30)</th>
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STANDARD SERVICES (CLASS B)

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<th>APR</th>
<th>MAY</th>
<th>JUN</th>
<th>JUL</th>
<th>AUG</th>
<th>SEPT (30)</th>
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<tbody>
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<td>BED WEED CONTROL</td>
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STANDARD SERVICES (CLASS C)

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<th>(1st and 3rd weeks of the Month)</th>
<th>MAR (10)</th>
<th>APR</th>
<th>MAY</th>
<th>JUN</th>
<th>JUL</th>
<th>AUG</th>
<th>SEPT (30)</th>
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</thead>
<tbody>
<tr>
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<td>2</td>
<td>2</td>
<td>5</td>
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</tbody>
</table>

Schedule subject to change upon notice by City. Quantity of service will remain as shown.

B. SERVICES REQUIRED FOR SHRUBS, GROUNDCOVERS, AND BEDS

FUNGUS/ DISEASE / INSECT CONTROL: Monitored and sprayed with proper pesticides and fungicides. Pesticides for control of ants are not included in the scope of work. Disease and insect control will be performed on shrubs and beds only.

GENERAL CLEANUP: 

Every visit as needed. Shrub beds must be free of weeds, grass and other unwanted items during the course of the service.
IV. **SCOPE AND DESCRIPTION OF THE WORK REQUESTED**

Prior to commencing work under this contract, the CONTRACTOR shall submit sample labels and MSDS (Material Safety Data Sheets) for each chemical that is to be utilized in this contract. The CITY’s designated representative and the CONTRACTOR shall agree on each chemical to be utilized, the application rates and application dates prior to applications. The CONTRACTOR is to supply a list of chemicals to the CITY and have it approved by the CITY’s designated representative prior to commencing work. Any substitutions of chemicals will require that they be reviewed by the CITY prior to being utilized. (NOTE: These submittals do not alleviate the CONTRACTOR from any pre-notification procedures defined by the Structural Pest Control Board or the Texas Department of Agriculture. These submittals will be used only to verify the chemical application schedules prior to work commencing.) Within seven (7) days of any chemical application being made, the CONTRACTOR will supply the CITY’s designated representative with a Texas Department of Agriculture Record Sheet (see attachment A).

A. **WORK COVERED**

The work covered by these specifications consists of furnishing all necessary materials, machinery, equipment, supervision and labor necessary to commence and satisfactorily complete normal turf and landscape bed maintenance on the locations listed on “Exhibits B through W, and X1-X6, Y1-Y2.”

B. **APPLICABLE STANDARDS**

The applicable standards for the proper completion of this Contract require that the bidder/CONTRACTOR possess or have access to a subcontractor that is licensed by the following organizations and/or abide by the applicable laws/rules/regulations:

1. Structural Pest Control Board (application of pesticides, PGRs or other chemicals)
2. Texas Department of Agriculture (same as above)
3. Texas Irrigators Advisory Council of the Texas Commission on
Environmental Quality Commission (TCEQ) (repair of irrigation systems)
4. Occupational Safety and Health Administration (all maintenance
activities)
5. American National Standards Institute (all maintenance operations)

C. RELATED WORK

Due to the nature and use of some of these facilities, communication and timing
of mowing, chemical and pesticide applications, and irrigation system schedules, communication
between the CITY’S designated representative and the CONTRACTOR is crucial. Some
operations may need to be shifted to accommodate the timing of “Special Public Events.”

D. QUALITY ASSURANCE AND PERFORMANCE STANDARDS

1. The schedule for maintenance activities shall be provided to the CITY’S
designated representative by the CONTRACTOR each month in order that the CITY can fully
inspect the work in progress, spot potential problems, look for discrepancies and assist the
CONTRACTOR to make certain that the properties receive the required attention. The
CONTRACTOR shall supply the CITY’s designated representative with a Park Maintenance
Check Sheet (see attachment B) weekly indicating what work was performed at each location.

2. The CONTRACTOR shall be liable and accountable for any and all damages
resulting from maintenance operations performed by the CONTRACTOR. The
CONTRACTOR shall be fully responsible for the protection of all persons, including
members of the public, CONTRACTOR’s employees, employees of the CITY, and
employees of other contractors or subcontractors; and all public and private property
including structures and utilities above and below the ground. The CONTRACTOR shall
give reasonable notice to the owners of public or private property and utilities when such
properties are liable to injury or damage through the performance of the work and shall
make all necessary arrangements with such owners relative to the removal, replacement
or protection of such property or utilities.
3. All services to be performed by CONTRACTOR hereunder shall be accomplished in a courteous and orderly fashion with a minimum of inconvenience to all concerned. All maintenance personnel are to be properly attired with a logo of the CONTRACTOR to be clearly visible. Uniforms are to be worn at all times while performing maintenance activities at all City property.

4. The CONTRACTOR will provide a qualified Supervisor on site at all times during any maintenance operations to be responsible for the progress of the work performed and to oversee the conduct of the CONTRACTOR’S employees.

5. The personnel that are performing maintenance activities at any site shall come under the direct responsibility of the CONTRACTOR. The personnel shall be constantly supervised and shall be competent, experienced and skilled lawn and plant maintenance-oriented people.

6. All materials and equipment brought to the site are the responsibility and liability of the CONTRACTOR.

7. While on site, the CONTRACTOR and CONTRACTOR’s employees are responsible to the CITY’S designated representative. Each month the CONTRACTOR shall provide to the CITY’S designated representative a schedule of activities and anticipated dates to review. The CONTRACTOR shall also provide the CITY’S designated representative with a Park Maintenance Check Sheet (see attachment B) each week for all items completed.

8. The CONTRACTOR will supervise and direct the work ongoing at each location using its best skill and/or attention. The CONTRACTOR shall be responsible for all turf maintenance methods, techniques and procedures, and for coordinating all portions of the work hereunder.

9. Unless otherwise specifically noted, the CONTRACTOR shall provide and pay for all labor, materials, equipment, tools, transportation and other facilities and services necessary for the proper completion and execution of the work hereunder.

10. The CONTRACTOR shall at all times enforce strict discipline and good order among CONTRACTOR’s representative(s). The CONTRACTOR shall utilize only personnel who are, in the opinion of the CITY, satisfactorily and sufficiently skilled to
perform the tasks hereunder.

11. The CONTRACTOR shall be responsible for initiating, maintaining and supervising safety precautions and programs in connection with the work hereunder. The CONTRACTOR shall take all reasonable action to prevent damage, injury or loss to: (1) all employees on the project and other persons who may be affected thereby, (2) the project and all materials to be incorporated therein; and (3) other property at the site or adjacent thereto.

12. The CONTRACTOR will be responsible for the immediate notification to the CITY’S designated representative of all damages to property that is caused by the CONTRACTOR, CONTRACTOR’s employees and/or subcontractors.

13. In the event of storm damage, the CONTRACTOR shall be responsible for picking up limbs and debris from all locations under Contract.

14. The CONTRACTOR will instruct CONTRACTOR’s employees to use caution while operating mowers, edgers, and line trimmers near trees, shrubs and ground covers in order that there is no damage to said plants. The CONTRACTOR will be responsible for repairing damages caused by such operations and do so at its cost.

15. The CONTRACTOR shall notify the CITY’S designated representative regarding irrigation systems in need of maintenance.

16. CONTRACTOR shall inspect all plantings for the presence of mildew, fungus and/or insects. CONTRACTOR shall begin immediate treatment.

E. PROJECT CONDITIONS

1. If the project site(s) are too wet to allow acceptable mowing, (tracking or rutting of the site is not acceptable) no mowing operations will take place. If mowing operations are undertaken with slightly wet conditions, care should be taken so as not to track clippings and/or mud onto hard surfaces. If tracking occurs, extra cleanup will be required of the CONTRACTOR at no added cost to CITY. If an unsightly amount of clippings are generated from the mow cycle, it will be the responsibility of the CONTRACTOR to clean up or disperse the clippings at no added cost to CITY.

2. While turf grass mowing should be accomplished every seven (7) days, except for Class C areas which should be mowed every 14 days, if inclement weather does not allow
completion of scheduled mowing activities, these cycles will be shifted. However, the total number of services shall be performed as shown in Article III Section A. If inclement weather delays scheduled mowing cycles and turf height is such that more than 1/3 of the leaf surface area will be cut at one time, the CONTRACTOR will lower the mowing height over the next two mowings. This is required in order to avoid “scalping” the turf.

3. Where possible, mowing operations are to be performed at an oblique angle or 90 degrees to the previous mowing operations to prevent the formation of ruts or obvious indentations in the turf produced by mowing in the same direction at each mowing. The use of rotary mowers is acceptable.

4. All blades are to be kept sharp and level at all times so as to preclude “shredding and gouging” of the grass blades.

5. All turf damage directly attributable to the CONTRACTOR will be repaired by the CONTRACTOR at the CONTRACTOR’S expense in a fashion approved by the CITY.

6. Proper equipment selection is to be done to avoid scalping of the turf. Mowing heights are to be adjusted on a seasonal basis in such a fashion that the mowing height is at its shortest in the spring and progressively higher as summer approaches. Mowing height is a function of the grass variety and in no case shall exceed the recommended mowing height of the variety as shown by the most recent research from the Texas Turfgrass Association unless otherwise approved by the CITY. Examples are (1) St. Augustine grass 2” – 2 ½”; (2) Bermuda grass ½” – 1 ½”; (3) Centipede grass – 1” – 1 1/2”.

7. Prior to starting and mowing operations, the entire area is to be walked and litter picked up in order that the litter is not shredded.

8. Grass clippings shall not be blown or disposed of in landscape beds, on to sidewalks, into the street, or in the storm sewer system.

F. EDGING/TRIMMING

1. All turf perimeters along and around walks, curbs, walls, monuments, beds, and all above ground infrastructure and trees will be edged or trimmed at each mowing cycle so as to produce a neat, well kept appearance. The use of spin trimmers in such a fashion that causes bare areas around objects or unsafe crevices behind curbs is prohibited.
Extreme caution is to be exercised when trimming around trees so that the tree is not “girdled.”

2. Sprinkler heads are to be trimmed around as often as necessary to allow for proper operation of the irrigation system.

3. Irrigation control valves and all other boxes are to be trimmed around at each mowing cycle.

G. CLEANUP

All drives, parking areas, sidewalks, curbs and gutters are to be cleaned up at the end of each work day.

H. BED MAINTENANCE

1. All shrubs, ground cover, and seasonal beds shall be pruned or trimmed in a fashion that is conducive to proper plant growth and maintenance. Ground cover beds are to be trimmed in bounds as often as necessary to keep the ground cover within the bed and in a neat appearance.

2. In conjunction with the regular maintenance of the turfed area, all beds are to be cleaned of litter, debris, and weeds.

3. Unbordered beds will be defined with hand tools on a scheduled basis not to exceed once per month or more often if necessary.

I. CHEMICAL APPLICATIONS

CONTRACTOR shall apply a post emergent herbicide such as MSMA*, Cimarron® or other approved herbicide to control unwanted weeds in Bermuda grass. Herbicides shall be applied during the May and July fertilization cycles.

1. Prior to commencing spraying, the CITY’S designated representative and the CONTRACTOR shall agree on the proposed chemicals to be used in this Contract and will agree as to application dates and application rates.

2. The applications of fertilizer will be the responsibility of the CONTRACTOR and will be coordinated with the CITY in so far as dates and amounts are concerned.

CONTRACTOR shall apply a slow-release type granular fertilizer containing a ratio of 15% nitrogen, 5% phosphoric acid, and 10% potash at a rate of approximately 4 pounds of Nitrogen per 1000 square feet for areas planted in Bermuda. Fertilization rates for Centipede grass shall be applied at a rate of approximately 2 pounds of Nitrogen per 1000 square feet.
Unless otherwise noted, fertilizer will not be applied on any Add Alternate bids awarded to the CONTRACTOR, only on base bids for each location, and at intervals shown in Article III, Section A.

J. TREE PROTECTION AND MAINTENANCE

In order to avoid bark damage to trees, monuments and fences from mower decks and/or spin trimmers, there is to be a “spraying” or “band”, not to exceed four inches in place around the trees. It is required that such ring or band be produced with a PGR and not a non-selective herbicide.

V. FINANCIAL ASSURANCES/DAMAGE TO PROPERTY

A. INDEPENDENT CONTRACTOR

It is agreed for all purposes hereunder, the CONTRACTOR is and shall be an independent CONTRACTOR and shall not, with respect to its acts or omissions be deemed an agent or employee of the CITY.

B. PAYMENT OF CLAIMS

The CONTRACTOR shall promptly pay claims for damages to property owned by the CITY, its employees, airport tenants, or any person utilizing the airport or parks that were caused by employees of the CONTRACTOR on the premises covered by this contract.

C. INDEMNITY

The CONTRACTOR agrees to indemnify, hold harmless and defend the CITY, CITY’s officers, agents and employees, from and against all liability for any and all claims, liens, suits, demands, and/or actions for damages, injuries to persons (including death), property damage (including loss of use), and expenses, including court costs and attorney's fees and other reasonable costs occasioned by the CONTRACTOR’S occupancy or activities conducted in connection with or incidental to this Contract and arising out of or resulting from the intentional acts or negligence of the CONTRACTOR, CONTRACTOR’s officers, agents or employees, including all such causes of action based on common, constitutional, or statutory law, or based upon the negligent or intentional acts or omissions of the CONTRACTOR, its officers, agents, employees, or visitors. Nothing herein shall be construed as requiring CONTRACTOR to indemnify CITY for actions or damages caused by the negligence or intentional acts of CITY.
The CONTRACTOR further agrees that it shall at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, agents, employees, visitors, and other persons, as well as their property, while in or on the premises.

It is expressly understood and agreed that the CITY shall not be liable or responsible for the negligence of the CONTRACTOR, its agents, servants, employees and visitors.

D. CONTRACT INSURANCE REQUIREMENTS

1. TYPE AND AMOUNT

The CONTRACTOR shall provide and maintain, at its own expense, the following types and amounts of insurance, during the term of this Agreement:

<table>
<thead>
<tr>
<th>Type</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1. Comprehensive General (Public) Liability</strong> - to include (but not limited to) the following:</td>
<td>Bodily Injury: $250,000 per person and</td>
</tr>
<tr>
<td>a. Premises/operations</td>
<td>Property Damage: $500,000 per occurrence</td>
</tr>
<tr>
<td>b. Independent CONTRACTOR</td>
<td>or</td>
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<tr>
<td>c. Personal injury liability</td>
<td>Combined Single Limit for Bodily Injury and Property Damage: $500,000</td>
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<tr>
<td>Contractual liability (insuring Indemnity provision within this contract)</td>
<td>or</td>
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<tr>
<td>AND, where the exposure exists, Coverage for:</td>
<td>Combined Single Limit for Bodily Injury and Property Damage: $500,000</td>
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<tr>
<td>e. Products/Completed operations</td>
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<tr>
<td>f. Explosion, Collapse and Underground Property Damage</td>
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</tr>
<tr>
<td>2. Comprehensive Automobile Liability - to include coverage for:</td>
<td>Bodily Injury: $250,000 per person and</td>
</tr>
<tr>
<td>a. Owned/Lease Automobiles</td>
<td>Property Damage: $100,000 per occurrence</td>
</tr>
<tr>
<td>b. Non-owned Automobiles</td>
<td>or</td>
</tr>
<tr>
<td>c. Hired Cars</td>
<td>Combined Single Limit for Bodily Injury and Property Damage: $500,000</td>
</tr>
<tr>
<td>3. Worker's Compensation and Employer's Liability (where required by state law)</td>
<td>Statutory $500,000 per occurrence</td>
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The preceding amounts notwithstanding, the City Council reserves the right to increase the minimum required insurance to be effective thirty (30) days after notice is sent to the address provided herein. If the CITY exercises the right to increase minimum insurance amounts, the CONTRACTOR may choose to either comply with the increase or cancel this contract in whole with no penalty.

The procuring of such policy of insurance shall not be construed to be a limitation upon the CONTRACTOR’S liability or as a full performance on its part of the indemnification provisions of the Contract. The CONTRACTOR’S obligations to the CITY are, notwithstanding said policy of insurance, for the full and total amount of any damage, injury or loss as provided under the terms of the Contract.

2. OTHER INSURANCE REQUIREMENTS

Prior to the Contract effective date, the CONTRACTOR shall furnish to the City Clerk certificates or copies of the policies, plainly and clearly evidencing required insurance, and thereafter new certificates prior to the expiration date of any prior certificate. The CONTRACTOR understands that it is its sole responsibility to provide this necessary information and that failure to comply timely with the requirements of this Article shall be a cause for termination of this Contract, under the provisions of the termination clause.

Insurance required herein shall be issued by a company or companies of sound and adequate financial responsibility and authorized to do business in the State of Texas. All policies shall be subject to examination and approval by the City Attorney’s Office and Risk Department for their adequacy as to form, content, form of protection, and providing company.

Insurance required by this contract for the CITY, as additional insured shall be primary insurance and not contributing with any other insurance available to the CITY, under any third party liability policy.

The CONTRACTOR further agrees that with respect to the above-required insurance, the CITY shall:

1. Be named as additional insured/or an insured, as its interest may appear; and
2. Be provided with a waiver of subrogation; and
3. Be provided with 30 days advance notice, in writing, of cancellation or material change.

If either requirement #1 or #2 requires the payment of additional premium by the CONTRACTOR, the CONTRACTOR may present such information to the City Council for its
reconsideration. The CITY will not be responsible for any of the CONTRACTOR’S insurance costs.

VI. OTHER CONDITIONS, RULES AND GUIDELINES

A. PAYMENT

1. **Call back for improper service.** Unsatisfactory services will be subject to call back for reworking between the hours of 8:00 a.m. and 5:00 p.m. at no extra charge to CITY.

2. **Supplementary service.** Unsatisfactory services not corrected to the satisfaction of the CITY will be subject to correction by calling in another landscaping service selected by the CITY. The cost of this corrective service will be deducted from the next payment made to the CONTRACTOR.

3. **Availability of supervisory personnel.** CONTRACTOR will have supervisory personnel available by telephone between the hours of 8:00 a.m. and 5:00 p.m. to return calls within two (2) hours from time placed.

4. Unless there is a good faith dispute regarding payment, the CONTRACTOR shall submit monthly invoices for work completed, as follows:

   The CONTRACTOR shall be paid at the end of each month for the regular services required and only on the months that regular service is performed.

   The price per month is reflected on the attached bid form (Exhibit A, pages 1 through 6).

B. NOTICES

All notices concerning this contract shall be directed to:

**CONTRACTOR:** ________________________________________________
Address: ________________________________________________________
______________________________________________________________
Telephone: ______________________________________________________

**CITY (AIRPORT):** Davis Dickson, Airport Manager
Address: 700 Skyway Blvd. Suite 201
          Tyler, TX 75704
Telephone: (903) 531-9825

**CITY (PARKS):** Tim Norris, Parks Manager
Address: 2000 W. Front St.
         Tyler, TX 75702
Telephone: (903) 531-1371
Tenants other than the City of Tyler may independently enter into separate agreements with the CONTRACTOR for landscape maintenance of the portions of the airport under control of the tenant, with notice to the CITY. The CITY does not assume any responsibility whatsoever for contracts CONTRACTOR enters into with airport tenants.

C. SECURITY

The CONTRACTOR shall be responsible for fully complying with any and all applicable present and/or future rules, regulations, restrictions, ordinances, statutes, laws and/or orders of any federal, state and/or local government entity regarding airport and/or airfield security.

VII. TERMINATION

A. TERMINATION WITH CAUSE

The contract may be summarily terminated for any or all locations shown in “Exhibits B through Y2” by giving five (5) days written notice to the CONTRACTOR. Reasons for termination include:

1. Failure of the CONTRACTOR’S employees to appear at work during any period required by the contract.
2. Breach of contract provisions by the CONTRACTOR’S employees.
3. Failure to compensate promptly for theft or property damage by the CONTRACTOR’S employees.

B. TERMINATION WITHOUT CAUSE

Either party to this contract may terminate this contract by giving sixty (60) days written notice to the other party prior to termination.
EXECUTED AND ENTERED INTO this _____ day of ____________________, 2014.

CITY OF TYLER, TEXAS ("CITY")

BY: __________________________
Mark McDaniel, CITY MANAGER
Approved by City Council: ______________

CONTRACTOR

BY: __________________________
CONTRACTOR

ATTEST:

__________________________________
Commercial Applicators License
Number:_________
(Include copy of License)
CASSANDRA BRAGER, CITY CLERK
Expiration Date:_______________
Signed:__________________________
(Applicant)

APPROVED: _________________________
CITY ATTORNEY

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF SMITH

THIS instrument was acknowledged before me on the ___ day of _________________. 2014, by ______________________ on behalf of ____________________________, CONTRACTOR.

________________________________
Notary Public, State of Texas
**Exhibit “A”, Page 1**  
**BID FORM**  
**Description of Fees**  

**STANDARD SERVICES CLASS A**

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>FEE</th>
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<tr>
<td><strong>TYLER POUNDS REGIONAL AIRPORT</strong></td>
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<tr>
<td>Mowing, Trimming, Fertilization and Edging of Grounds As Shown In Exhibit “B”</td>
<td>$________________ Per Month</td>
</tr>
<tr>
<td></td>
<td>_______________ Dollars</td>
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<tr>
<td></td>
<td>_______________ Cents</td>
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<tr>
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<td></td>
</tr>
<tr>
<td><em>Airport ADD ALTERNATE #1:</em></td>
<td></td>
</tr>
<tr>
<td>Mowing, Trimming, and Edging of Grounds</td>
<td>$_______________ Per Each Service</td>
</tr>
<tr>
<td>As Shown in Exhibit “B” (excluding fertilization and turf weed control)</td>
<td>_______________ Dollars</td>
</tr>
<tr>
<td></td>
<td>_______________ Cents</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td><em>Airport ADD ALTERNATE #2:</em></td>
<td></td>
</tr>
<tr>
<td>Mowing between the 40’ Mow limit to the nearest fence or tree line As Shown in Exhibit “B”</td>
<td>$_______________ Per Each Service</td>
</tr>
<tr>
<td></td>
<td>_______________ Dollars</td>
</tr>
<tr>
<td></td>
<td>_______________ Cents</td>
</tr>
</tbody>
</table>

**STANDARD SERVICES CLASS B**

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>FEE</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>CITY PARK</strong></td>
<td></td>
</tr>
<tr>
<td>Mowing, Trimming, and Edging of Grounds As Shown In Exhibit &quot;C&quot;</td>
<td>$_______________ Per Month</td>
</tr>
<tr>
<td></td>
<td>_______________ Dollars</td>
</tr>
<tr>
<td></td>
<td>_______________ Cents</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td><em>ADD ALTERNATE:</em></td>
<td></td>
</tr>
<tr>
<td>Mowing, Trimming, and Edging of Grounds</td>
<td>$_______________ Per Each Service</td>
</tr>
<tr>
<td>As Shown in Exhibit “C” (excluding fertilization and turf weed control)</td>
<td>_______________ Dollars</td>
</tr>
<tr>
<td></td>
<td>_______________ Cents</td>
</tr>
</tbody>
</table>

**CRESCENT PARK**

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>FEE</th>
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</thead>
<tbody>
<tr>
<td>Mowing, Trimming, and Edging of Grounds As Shown In Exhibit &quot;D&quot;</td>
<td>$_______________ Per Month</td>
</tr>
<tr>
<td></td>
<td>_______________ Dollars</td>
</tr>
<tr>
<td></td>
<td>_______________ Cents</td>
</tr>
</tbody>
</table>
GASSAWAY PARK
Mowing, Trimming, and Edging of Grounds As Shown In Exhibit "E" $________________ Per Month
________________ Dollars
________________ Cents

HERNDON HILLS PARK
Mowing, Trimming, and Edging of Grounds As Shown In Exhibit "F" $________________ Per Month
________________ Dollars
________________ Cents

HILLSIDE PARK
Mowing, Trimming, and Edging of Grounds As Shown In Exhibit "G" $________________ Per Month
________________ Dollars
________________ Cents

EMMETT SCOTT PARK
Mowing, Trimming, and Edging of Grounds As Shown In Exhibit "H" $________________ Per Month
________________ Dollars
________________ Cents

P.T. COLE PARK
Mowing, Trimming, and Edging of Grounds As Shown In Exhibit "I" $________________ Per Month
________________ Dollars
________________ Cents

POLLARD PARK
Mowing, Trimming, and Edging of Grounds As Shown In Exhibit "J" $________________ Per Month
________________ Dollars
________________ Cents

T.R. GRIFFITH PARK
Mowing, Trimming, and Edging of Grounds As Shown In Exhibit "K" $________________ Per Month
________________ Dollars
________________ Cents
Exhibit “A”, Page 3

W.E. WINTERS PARK

Mowing, Trimming, and Edging of Grounds As Shown In Exhibit "L"

$______________ Per Month
______________ Dollars
______________ Cents

BERGFELD PARK

Mowing, Trimming, and Edging of Grounds As Shown In Exhibit "M"

$______________ Per Month
______________ Dollars
______________ Cents

ROSE RUDMAN PARK/TRAIL SOUTHSIDE PARK/TRAIL, CREEKSID TRAIL

Mowing, Trimming, and Edging of Grounds As Shown In Exhibits "N, O, P"

$______________ Per Month
______________ Dollars
______________ Cents

FAULKNER PARK

Mowing, Trimming, and Edging of Grounds As Shown In Exhibit "Q"

$______________ Per Month
______________ Dollars
______________ Cents

LINDSEY PARK

Mowing, Trimming, and Edging of Grounds As Shown In Exhibit "R"

$______________ Per Month
______________ Dollars
______________ Cents

NOBLE E. YOUNG PARK

Mowing, Trimming, and Edging of Grounds As Shown In Exhibit "S"

$______________ Per Month
______________ Dollars
______________ Cents

WOLDERT PARK

Mowing, Trimming, and Edging of Grounds As Shown In Exhibit "T"

$______________ Per Month
______________ Dollars
______________ Cents
### OAK GROVE PARK

Mowing, Trimming, and Edging of Grounds As Shown In Exhibit "U"

$\underline{________________} \quad \text{Per Month}

\underline{________________} \quad \text{Dollars}

\underline{\text{___________}} \quad \text{Cents}

### FUN FOREST PARK

Mowing, Trimming, and Edging of Grounds As Shown In Exhibit "V"

$\underline{________________} \quad \text{Per Month}

\underline{________________} \quad \text{Dollars}

\underline{\text{___________}} \quad \text{Cents}

### DOUGLAS RIGHT-OF-WAY

Mowing, Trimming, and Edging of Grounds As Shown In Exhibit "W"

$\underline{________________} \quad \text{Per Month}

\underline{________________} \quad \text{Dollars}

\underline{\text{___________}} \quad \text{Cents}

### LUMP SUM BID FOR ALL CLASS B SITES

Mowing, Trimming, and Edging of Grounds As Shown In Exhibits “C” to “W”

$\underline{________________} \quad \text{Per Year}

\underline{________________} \quad \text{Dollars}

\underline{\text{___________}} \quad \text{Cents}

### STANDARD SERVICES CLASS C

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>FEE</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>GRANDE MEDIAN.RIGHT-OF-WAY WEST OF BROADWAY</strong></td>
<td></td>
</tr>
</tbody>
</table>
| Mowing, Trimming and Edging of Center Medians and ROW Areas from (S Broadway Ave and W Grande Blvd intersection heading west to the East Driveway of the Tyler Area Builders Association. Also included will be the center medians located on Old Grande Blvd from W Grande Blvd to S Broadway Ave.) Areas to be maintained are shown in Exhibits X-1 and X-2. | $\underline{________________} \quad \text{Per Month}

\underline{________________} \quad \text{Dollars}

\underline{\text{___________}} \quad \text{Cents} |
GRANDE MEDIAN/RIGHT-OF-WAY EAST OF BROADWAY

Mowing, Trimming and Edging of $________________ Per Month Center Medians and ROW which include twelve (12’) from _______________ Dollars back of curb (S. Broadway Ave. to Hwy 110 S) and the _______________ Cents area shown on Exhibit X3 starting at Sutherland and extending east approximately 2,500 feet to end of privacy fences both north and south side of the Grande, (fence line/shrub beds to back of curb). Also included will be New Copeland Center medians and ROW 12 foot back of Curb from (E Grande Blvd North to E Rieck Rd. The Wildflower seeded area on the medians from (Sutherland east to overhead utility pole as shown on Exhibit “X-3” and the section between Paluxy Drive and Rhones Quarter Rd shown on Exhibit “X-5” will be a non-mow area until June 15, this area has been designated as a wildflower seeded area and must be allowed to seed out. Areas to be maintained are shown in Exhibits X-3 to X-6.

OLD Oemen MEDIAN/RIGHT-OF-WAY

Mowing, Trimming, and Edging of $_______________ Per Month As Shown in Exhibit Y1-Y2 _______________ Dollars Median including area within six (6’) _______________ Cents Outside of West sidewalk to six (6’) outside of East sidewalk including all areas in between (Old Omen Rd. between University South to C.R. 2120)
City of Tyler
Parks Maintenance Contractor Check List

DATE: __________________________ LOCATION: ________________________________

CREW LEADER/FOREMAN: __________________________________________

General Maintenance
Mow
Weedeat
Edge
Pick-up Debris/Limbs
Spray Bed Lines

Fertilization
Turf
Shrubs

Product: ____________________________

Product: ____________________________

Chemical Control
Turf
Shrubs

Product: ____________________________

Rate: ____________________________
Target Pest: ____________________________

Product: ____________________________

Rate: ____________________________
Target Pest: ____________________________

Attachment B

Attachment