

# Request for Competitive Sealed Bid

## **Parks and Grounds Maintenance**

### **Solicitation No. 2026-102 (Re-Bid)**

Sealed Bids will be received by  
November 20<sup>th</sup>, 2025  
until 2:00 p.m. (MDT).

Return Bid to:

Araceli Gonzalez  
Purchasing Agent  
Town of Horizon City  
14999 Darrington Road  
Horizon City, Texas 79928

<b>TABLE OF CONTENTS</b>	<b>PAGE</b>
Section A. Notice to Bidders	2
Section B. Information for Bidders	4
Section C. Instructions to Bidders	7
Section D. General Conditions, Specifications and Scope of Services	14
Section D-1 List of Ponding Areas	26
Section E. Solicitation Form	28
Section F. Solicitation Summary	31
Section G. Bidder Information Sheet/Signatures	32
Section H. Evaluation Process	33
Best Value Questionnaire	34
Responsibility Check List	37
Section I. Certificate of Non-collusion	38
Section J. Contract Clauses	49
Exhibit A. Project Reference Form	52

**Section A**  
**Town of Horizon City**  
**Parks & Grounds Maintenance Contract**  
**NOTICE TO BIDDERS**

The Town of Horizon City will entertain Bids from qualified landscape & grounds maintenance contractors for turf and native area mowing, fertilization, herbicide/pesticide application, tree and ornamental bush trimming, and other assigned tasks, including cleaning of weeds, trash and debris, for Town of Horizon City's twelve (12) municipal parks, the Senior Center, Town Hall campuses, ponding areas, major roadway medians, parkways, curb and gutters, sidewalks, the Horizon Boulevard hike and bike path, other hike and bike trails with amenities, landscaped areas, and trash and pet waste receptacles. The attached Request for Bid documents include the proposed contract terms/conditions and a detailed scope of work.

The Bid should indicate whether a bidder is able to provide the full range of services requested, or if subcontractors will be utilized to perform some of the services and the listing of the price by component for services being supplied. If subcontractors are utilized, a bidder should provide a clear explanation of how the work will be coordinated and supervised. Under Part B: Additional Services, a bidder must provide unit costs for the identified items.

**A voluntary virtual pre-Bid conference is scheduled for 2:00 p.m. (MDT) on November 17<sup>th</sup>, 2025.**

**Link to Meeting: [https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_ZWNiMTgxM2MtOGE0Nv00OGQwLWI2MDYtZGE5ZGU1Zjg5Nzk3%40thread.v2/0?context=%7b%22Tid%22%3a%2250abdec5-6487-484c-94db-2dbce37f9668%22%2c%22Oid%22%3a%22ffbfdf34-ad11-4001-a338-32592c47267f%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZWNiMTgxM2MtOGE0Nv00OGQwLWI2MDYtZGE5ZGU1Zjg5Nzk3%40thread.v2/0?context=%7b%22Tid%22%3a%2250abdec5-6487-484c-94db-2dbce37f9668%22%2c%22Oid%22%3a%22ffbfdf34-ad11-4001-a338-32592c47267f%22%7d)**

**Meeting Number (Access Code): 288 628 307 194 4**

**Meeting Password: JV9wF692** (from phones and video systems)

**Bids must be submitted to the Town of Horizon City's Purchasing Agent on or before 2:00 p.m. (MDT) on November 20<sup>th</sup>, 2025. Please clearly mark the outside of your sealed envelope as "Parks and Grounds Maintenance Contract Town of Horizon City, Texas -BID Number 2026-102 Re-Bid." Bids received by the Town of Horizon City's Purchasing Agent after the submission deadline shall be returned unopened and will be considered void and unacceptable. The Town of Horizon City is not responsible for delayed mail, carriers, etc. and the time/date stamp clock used upon receipt of any Bid by Town of Horizon City's Purchasing Agent shall be the official time of receipt.**

The Bids filed with the Town of Horizon City shall be opened at the time stated in the advertisement, or any subsequently issued addendum, and publicly read aloud; and shall thereafter remain on file with Town of Horizon City.

**The bidder agrees to furnish all items [supplies or services] at the prices offered, and deliver at the designated point or points, within the time established for the contract if this offer is accepted within ninety [90] consecutive days from the date set for the receipt of offers. All Bids shall expire on the 90<sup>th</sup> day after the Bids are open unless Town of Horizon City requests an extension of the Bids in writing and the bidder agrees to extend in writing.**

The Town of Horizon City expects that the successful bidder will provide input towards making any necessary refinements to the elements and timing of the elements of the scope-of-work, to produce an improved result for the contract and for the facilities. Literal compliance with the scope-of-work is less important than the outcome of the effort done in coordination with the Town of Horizon City.

At any time during the term of the contract, Town of Horizon City's Purchasing Agent or designated personnel, through the use of a contract amendment may increase or decrease the scope of services, or adjust, should new facilities come online or replace existing facilities, as may find necessary to accomplish the general purpose of the contract.

### **Schedule of Events**

The following Schedule of Events represents Town of Horizon City's estimate of the timetable that will be followed in connection with this solicitation:

<b>EVENTS</b>	<b>DATE AND TIME</b>
Release Bids	November 6 <sup>th</sup> , 2025 @ 8:00 a.m.
Last Day for Bidders to Submit Written Questions	November 18 <sup>th</sup> , 2025 @ 10:00 a.m.
Answers provided	November 19 <sup>th</sup> , 2025 @ 12:00 p.m.
Sealed Bids Due Date and time	November 20 <sup>th</sup> , 2025 @ 2:00 p.m.
Sealed Bids Opened	November 20 <sup>th</sup> , 2025 @ 2:30 p.m.
Evaluations	November 27 <sup>th</sup> , 2025 @ 5:00 p.m.
Contract Award Date	December 9 <sup>th</sup> , 2025

Town of Horizon City reserves the right, at its sole discretion, to adjust this Schedule of Events as it deems necessary. If necessary, the Town of Horizon City will communicate adjustments to any event in the Schedule of Events in the form of an amendment. Interested organizations who have picked up bid packages will receive the addenda or be notified that the addendum is posted on Town of Horizon City's website and can be retrieved there.

### **Contract Period**

The term of this contract shall expire on December 31, 2029, with options to extend, as provided in Section J, paragraph 1.

## **Notification to Unsuccessful Bidders**

All awards are made by Town of Horizon City Council and posted on a regular or special agenda of Town of Horizon City Council in accordance with state law. All City Council agendas are posted on the Town of Horizon City's Web Page for review. The URL is: <http://www.horizongcity.org>.

No other notice to unsuccessful bidders will be provided.

## **Section B** **INFORMATION FOR BIDDERS**

Town of Horizon City will award the contract to the bidder that submits a Bid which represents the "Best Value" to Town of Horizon City. The Best Value shall not be based solely upon price but the Bid which receives the highest cumulative score for each of the evaluation factors delineated herein.

## **SUBMISSION DEADLINE**

Bids must be submitted to Town of Horizon City's Purchasing Agent on or before 2:00 p.m. (MDT) on November 20<sup>th</sup>, 2025. All Bids must be in a sealed envelope clearly marked with the description "Bid for Parks & Grounds Maintenance Contract" on the outside of the envelope. Bids received by Town of Horizon City's Purchasing Agent after the submission deadline shall be returned unopened and will be considered void and unacceptable. Town of Horizon City is not responsible for delayed mail, carrier, etc. and the time/date stamp clock used upon receipt of any Bid at the front desk of City Hall shall be the official time of receipt.

The Bids filed with Town of Horizon City shall be opened at the time stated in the advertisement, or any subsequently issued addendum, and publicly read aloud; and shall thereafter remain on file with Town of Horizon City.

## **BIDS MAY NOT BE FAXED OR E-MAILED.**

Bids may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initialed by bidder guaranteeing authenticity. After the official opening, Bids may not be amended, altered or withdrawn within ninety (90) consecutive calendar days without the written permission of Town of Horizon City.

No information given by Town of Horizon City or any official thereof shall be binding upon Town of Horizon City. Bidders shall rely exclusively upon their own estimates, investigations and other data which are necessary for full and complete information upon which the Bid may be based. Any bidder, by submitting a Bid, represents and warrants: that the Bid has been prepared in accordance with the specifications, with full knowledge and understanding of the terms and provisions thereof; that the Bid has been reviewed, studied and examined prior to the signing and

submission of same; and that the bidder is cognizant of the terms of the Bid, verified the calculations and found the calculations to be correct and agrees to be bound thereby.

## **CONDITIONAL BIDS WILL NOT BE ACCEPTED**

### **NOTICE: STATE SALES TAX**

Town of Horizon City is by statute exempt from the State Sales Tax and Federal Excise Tax. Town of Horizon City will furnish, upon request, sales tax exemption forms to the Bid that is awarded. The successful bidder shall bear the responsibility of any sales or use tax if any product or supply is deemed to be taxable by state. Such situations may include paying state sales tax for the purchase, rental or lease of tools, machinery and equipment used in the performance of the awarded contract and for materials purchased which are not incorporated into the completed project. It is the obligation of the successful bidder to ascertain the amount of state sales tax to be paid under Chapter 151 of the Texas Tax Code and to include this amount in the Bid submitted to Town of Horizon City. For further information, the Successful bidder may wish to contact the Office of the Texas Comptroller of Public Accounts at 1-800-252-5555.

### **REQUESTS FOR CLARIFICATION**

To meet Town of Horizon City's schedule for awarding this contract, it is extremely important that requests for clarification or additional information, or requests for a change in the specifications, be submitted via Bonfire no later than November 18<sup>th</sup>, 2025, at 10:00 am (MDT). Each bidder submitting questions shall clearly address each question by reference to a specific section, page, and item of this solicitation. Questions submitted after this date may not elicit a response. Please refer to Solicitation/Contract Number and Title in all correspondence.

### **SOLICITATION ADMINISTRATOR - CONTACT INFORMATION**

<u>Primary Contact</u>	<u>If Primary is not available due to an Emergency</u>
<u>Araceli Gonzalez</u> <u>Purchasing Agent</u> <u>14999 Darrington Road</u> <u>Horizon City, TX 79928</u> <u>(915) 852- 1046, ext. # 114</u> <u>agonzalez@horizoncity.org</u>	<u>Lily Gaytan</u> <u>Finance Director</u> <u>14999 Darrington Road</u> <u>Horizon City, TX 79928</u> <u>(915) 852-1046, ext. #111</u> <u>lgaytan@horizoncity.org</u>

It is the bidder's responsibility to follow up and make certain that Town of Horizon City received the Bid. Bidders shall promptly notify Town of Horizon City's Purchasing Agent of any ambiguity or inconsistency which they may discover upon examination of the solicitation document. During the solicitation process, bidders shall not contact any City staff except those designated in the text of this solicitation or in subsequent documentation. Non-compliance with this provision may result in rejection of the offer involved.

## **COPIES REQUIRED**

ONE COMPLETE ORIGINAL COPY (signed in blue ink), and ONE COPY of the BID PACKAGE are required. Bidders must provide enough information with their Bid to constitute a definite, firm, unqualified and unconditional offer. The Bidder shall submit the Bid on the forms (UNALTERED) as furnished by Town of Horizon City. All Bids shall contain the following:

1. Those pages on which bidders are required to fill in prices, furnish other information, or which call for a signature, and
2. Any other information requested.

The submission or attachment of company "Quotation Forms" or any other documents containing alternative terms and / or conditions is not acceptable and may result in the Bid being deemed non-responsive. Unauthorized additions, serious omissions, Bids that do not contain a unit price where required or irregularities of any kind which make the Bids incomplete, indefinite, or otherwise ambiguous are not acceptable and may result in the Bid being deemed non-responsive.

## **CONDITIONS OF WORK**

It shall be each bidder's sole responsibility to inspect the sites of the work and to inform himself regarding all local conditions under which the work is to be done. It shall be understood and agreed that all such factors have been thoroughly investigated and considered in the preparation of the Bid submitted.

**Section C**  
**INSTRUCTIONS TO OFFERORS**

**1. RECEIPT AND OPENING OF BIDS**

- Bids received by Town of Horizon City's Purchasing Agent after the submission deadline shall be returned unopened and will be considered void and unacceptable. Town of Horizon City is not responsible for delayed mail, carrier, etc. and the time/date stamp clock used upon receipt of any Bid by Town of Horizon City's Purchasing Agent shall be the official time of receipt.
- Bids are solicited for furnishing the materials and services set forth in this invitation for Competitive Sealed Bids. Completed Bids must be received by the City's Purchasing Agent by the deadline stated above. All Bids must be in a sealed envelope clearly marked as "Bid for Parks & Grounds Maintenance Contract" on the outside of the envelope. If submitting a Bid by express mail, please place the Bid in a separate sealed and labeled envelope inside the carrier's envelope.
- **BIDS MAY NOT BE FAXED OR E-MAILED.**
- Bids may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initialed by bidder guaranteeing authenticity. After the official opening, Bids may not be amended, altered or withdrawn within ninety (90) consecutive calendar days without the written permission of Town of Horizon City.

**2. PREPARATION OF BID**

- Bidders are advised that the plans, specifications and other documents on file as compiled into the furnished Bid packet shall constitute all the information which Town of Horizon City shall furnish. Town of Horizon City excludes any express or implied warranties relating to such documents. Bidders are required, prior to submitting any Bid, to review the plans and read the specifications, solicitation packet, and contract forms carefully; to visit the site of the work; to examine carefully local conditions; to inform themselves by their independent research, tests and investigations of the difficulties to be encountered and judge for themselves the accessibility of the work and all attending circumstances affecting the cost of doing the work or time required for its completion; and to obtain all information required for its completion; and to obtain all information required to make an intelligent bid.
- No information given by Town of Horizon City or any official thereof shall be binding upon Town of Horizon City. Bidders shall rely exclusively upon their own estimates, investigations, tests and other data which are necessary for full and complete information upon which the Bid may be based. Any bidder, by submitting a Bid, represents and warrants: that the Bid has been prepared in accordance with the specifications, with full knowledge and understanding of the terms and provisions thereof; that the Bid was reviewed, studied, and examined prior to the signing and submission of same; and that the bidder is cognizant of the terms of the Bid, verified the calculations and found the



calculations to be correct and agrees to be bound thereby.

- The Bidder shall submit his Bid on the forms furnished by Town of Horizon City. All blank spaces in the form shall be correctly filled in and the bidder shall state the prices both in words and numerals, for which he proposes to do the work contemplated or furnish the material required. Such prices shall be written in ink distinctly and legibly. In cases of discrepancy between the price written in words and price written in figures, the price written in words shall govern.
- If the Bid is submitted by an individual, his/her name must be signed by him/her or his/her duly authorized agent. If the Bid is submitted by an association or partnership, the name and address must be given, and the Bid signed by a duly authorized member of the association or partnership. If the Bid is submitted by a corporation, the corporate name and business address must be given, and the Bid signed by a duly authorized corporate officer or agent. Powers of attorney authorizing agents to sign the Bid must be properly certified and must be in writing and submitted with the Bid. The Bid shall be executed in ink.
- The bidder shall sign and date a Bid where shown in the signature block. The person signing the Bid must have the authority to bind the company in a contract. Bids which are not signed where indicated may be rejected.
- Town of Horizon City is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, **the Bid price shall not include taxes.** A bidder shall bear the responsibility of any sales or use tax if any product or supply is deemed to be taxable by state. Town of Horizon City will furnish, upon request, sales tax exemption forms to the successful bidder that is awarded the contract.
- The bidder agrees, if its Bid is accepted, to furnish any and all services and materials upon which prices are offered, at the price(s) and upon the terms and conditions contained in the specifications and agreed upon by the bidder and City.
- All delivery and freight charges are to be included in the Bid price.
- Any reference to model/make/manufacturer used in Bid specifications is descriptive, not restrictive. It is used to indicate the type and quality desired. Bids on items of like quality will be considered unless indicated by stating "no substitutions allowed."
- Quantities indicated in the solicitation documents are estimated based upon information at the time Bids are requested. Town of Horizon City reserves the right to increase or decrease the quantities by any amount it deems necessary and as permitted by law to meet its needs without any adjustment in the contract price.
- Design, strength and quality of materials must conform to the highest standards of manufacturing practice.
- The bidder will be required to file for the appropriate permits as required by City Code.

### **3. ADDENDA AND INTERPRETATIONS**

- No interpretation of the meaning of plans, specifications, or other solicitation documents will be made to any bidder orally. Every request for such interpretation should be in writing addressed to Town of Horizon City's Purchasing Agent, 14999 Darrington Road, Horizon City, Texas, 79928. To be given consideration, the request for clarification or interpretation must be timely received, as stated in Section B, Requests for Clarification. Any and all such interpretations, and any supplemental instructions, will be in the form of written addenda to the specifications. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under its Bid as submitted. All addenda so issued shall become part of the contract documents and must be acknowledged on the Bid form.
- Any interpretations, corrections or changes to this Request for Competitive Sealed Bids and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Horizon City Purchasing Agent. Addenda will be posted on Town of Horizon City's website ([www.horizoncity.org](http://www.horizoncity.org)) under the "RFP's/RFQ's" tab on the homepage.
- Bids shall acknowledge receipt of all addenda as provided in Section F and all addenda so issued shall become part of the contract documents.

### **4. SIGNATURE FORMALITIES**

- The Bidder shall sign and date its Bid where required in the signature block. The person signing the Bid must have the authority to bind the bidder in a contract. Bids which are not signed where indicated may be rejected.
- If the Bid is submitted by an individual, his/her name must be signed by him/her or his/her duly authorized agent. If the Bid is submitted by an association or partnership, the name and address must be given, and the Bid signed by a duly authorized member of the association or partnership. If the Bid is submitted by a corporation, the full corporate name and business address must be given, and the Bid signed by a duly authorized corporate officer or agent. Powers of attorney authorizing agents to sign the Bid must be properly certified and must be in writing and submitted with the Bid. The Bid shall be executed in ink.
- If bidder is a corporation, a Corporate Certificate must be completed by the Secretary or by another officer if the Bid is signed by the Secretary. In lieu of the certificate, there may be attached to the Bid, copies of as much of the records of the corporation as will show the official character and authority of the officers signing, duly certified by the Secretary or Assistant Secretary under the corporate seal to be true copies.
- If the bidder should be operating as a partnership, each partner should sign the Bid. If the Bid is not signed by each partner, there should be attached to the Bid a duly authenticated power of attorney evidencing the signer's authority to sign such Bid for and on behalf of the partnership.

- If the bidder is an individual, the trade name (if the bidder is operating under an assumed name) should be indicated in the Bid and the Bid should be signed by such individual. If signed by one other than the Bidder, there should be attached to the Bid a duly authenticated power of attorney evidencing the signer's authority to execute such Bid for and on behalf of the Bidder.
- A DBA certificate must be provided if the bidder used a trade name in the solicitation documents other than the name under which the company was organized.

## 5. SUBMISSION OF BID

- A bidders must supply with its Bid, a list of at least three (3) references where like goods or services have been supplied by its company. Include name of the business, address, telephone number, email address and name of representative with whom Town of Horizon City may speak.
- Section 176.006 of the Texas Local Government Code requires a vendor to file a conflict-of-interest questionnaire if the vendor has a business relationship with Town of Horizon City and has:
  - a) an employment or other business relationship with an officer or an officer's family member that results in that person receiving taxable income that is more than \$2,500 in the preceding twelve months; or
  - b) has given an officer or an officer's family member one or more gifts totaling more than \$250 in the preceding twelve months.
- A vendor is required to file a questionnaire not later than the seventh business day after the later of the following:
  - a) the date the vendor begins discussions or negotiations to enter into a contract with Town of Horizon City or submits an application or response to a Bid; or
  - b) the date the vendor becomes aware of a relationship or gives a gift to an officer or officer's family member.

State law requires that a vendor file an updated questionnaire with Town of Horizon City Clerk's office annually, before September 1<sup>st</sup>, and or not later than the 7<sup>th</sup> business day after the date the originally filed questionnaire becomes incomplete or inaccurate. Compliance with this law is the responsibility of each bidder/vendor.

**Note**—only Form CIQ, adopted 1/01/2021 or as may be further amended, may be used.

- If this Bid is accepted and approved by Town of Horizon City, this Bid shall be incorporated into a contract. No oral agreements either expressed or implied shall be valid. No different or additional terms will become part of this contract with the exception of a change arising through the approval of Town of Horizon City and agreed upon by the bidder.

- By accepting this invitation to submit a competitive sealed Bid and submitting a Bid on the item(s) set forth in the Bid, bidder accepts any and all of the general conditions set forth above and any additional specifications and conditions contained within the contract attached.
- Bidders may be disqualified, and their Bids not considered for the following specific reasons:
  - (a) Town of Horizon City has reason for believing collusion exists among the bidders,
  - (b) Town of Horizon City has reasonable grounds for believing that any bidder is interested in more than one Bid for the work contemplated,
  - (c) the bidder is currently in any litigation against Town of Horizon City, or where such litigation is contemplated or imminent, in the sole opinion of Town of Horizon City's Purchasing Agent,
  - (d) the bidder is in arrears on any existing contract or has defaulted on a previous contract,
  - (e) the bidder fails to demonstrate technical competency, responsibility or financial capability,
  - (f) the bidder has uncompleted work which, in the judgment of Town of Horizon City's Purchasing Agent or designee, shall prevent or hinder the prompt completion of additional work if awarded, or
  - (g) the Bid included unbalanced value of any solicitation items.

## **6. METHOD OF AWARD—BEST VALUE**

- All Bids meeting the intent of this solicitation will be considered for award. Bidders taking exception to specifications, or offering substitutions, shall state these exceptions in the section provided on the Solicitation Form or by attachments as a part of the Bid. The absence of such a list shall indicate that the bidder has not taken exceptions, and Town of Horizon City shall hold the bidder responsible to perform in strict accordance with the specifications of this solicitation. Town of Horizon City reserves the right to accept any, all, or none of the exception(s)/substitution(s) deemed to be in the best interest of Town of Horizon City.
- After Bids are opened, the Bids shall be tabulated for comparison on the basis of the best value criteria set forth within the Bid. Until final award of the contract, Town of Horizon City reserves the right to reject any or all Bids, to waive technicalities or irregularities at its option, to re-advertise for new Bids or proceed to do the work otherwise in the best interests of Town of Horizon City. Each bidder shall be furnished a copy of the Bid tabulation upon request.
- Town of Horizon City may conduct a survey relating to a bidder's record of performance on past and present projects that are similar to the scope of work identified in this solicitation, which may include services/projects not identified by the bidder. Town of Horizon City reserves the right to perform whatever research it deems appropriate in order to assess the merits of any Bid. Such research may include, but not necessarily be limited to, discussions with outside vendors, interviews and site visits with the bidders existing clients and analysis of industry reports. Town of Horizon City will make a finding of the bidder's Technical Resources/Ability to perform the solicitation's scope of work based on the results of the

survey. A bidder will be determined responsive if Town of Horizon City determines that the results of the Technical Resources/Ability survey reflect that the bidder is capable of undertaking and completing the solicitation scope of work in a satisfactory manner.

- The contract shall be deemed as having been awarded when formal written Notice of Award shall have been duly served upon the bidder to whom Town of Horizon City has awarded the contract (the "Contractor") by some officer or agent of Town of Horizon City duly authorized to give such notice. The Contractor shall commence work on January 1, 2026 provided however, that no work shall commence before the required insurance has been obtained by the Contractor, with certificates filed with the Purchasing Agent evidencing the required coverage to be in force, and any required proof of certificates/permits has also been filed.
- Delivery of the NOTICE OF AWARD shall be hand-delivery, evidenced by a written and dated receipt, or by Certified Mail, and the date of receipt shall be established as the date of Delivery shown on the US Postal Service Domestic Return Receipt form or facsimile confirmation.
- The person or persons, partnership, company, firm, association or corporation whom Town of Horizon City selects shall within five (5) working days after receipt of the contract sign the necessary documents for entering into the required contract with Town of Horizon City and provide the necessary evidence of insurance as required under the contract documents. No contract shall be binding on Town of Horizon City until all authorized signatures required by law have been affixed and the executed contract delivered to the Contractor.
- The failure of the Contractor to execute the contract within five (5) working days or provide the required evidence of insurance shall constitute a breach of a Bid and Town of Horizon City may annul the award. In the event Town of Horizon City should seek new Bids, the defaulting Contractor shall not be eligible to bid.

## **7. CONE OF SILENCE POLICY**

- A "Cone of Silence" is imposed upon this bid after advertising and terminates at the time Town of Horizon City's Purchasing Agent places a written recommendation on City Council Agenda. The Cone of Silence prohibits any communication regarding this bid between, among others:
- Potential vendors, service providers, bidders, lobbyists or consultants and City's professional staff.
- Potential vendors, service providers, bidders, lobbyists or consultants, any member of Town of Horizon City's professional staff, the Mayor, Council Members or their respective staff and members of the respective selection committee.

The provisions above do not apply to, among other communications:

- Oral communications with Town of Horizon City's Purchasing Agent and designees, provided the communications are limited strictly to matters of process or procedure already contained in the solicitation document,

- The provisions of the Cone of Silence do not apply to oral communications at pre-Bid or pre-bid conferences, oral presentations before selection committees, contract negotiations during duly noticed public meeting, public presentations made to the Mayor and Council Members during a duly noticed public meeting; or
- Communications in writing at any time unless specifically prohibited by the applicable bid document.

In addition to any other penalties provided by law, violation of the Cone of Silence by any bidder shall render that bidder's solicitation award voidable. Any person having personal knowledge of a violation of these provisions shall report such violations to Town of Horizon City's Purchasing Agent.

## **SECTION D**

### **GENERAL CONDITIONS AND SCOPE OF SERVICES**

#### **GENERAL CONDITIONS**

**1. MINIMUM SPECIFICATIONS:** The specifications listed are to be interpreted as meaning the minimum required by Town of Horizon City. A bidder commits to provide goods/services that are consistent with Town of Horizon City's specifications in every regard unless an exception is clearly noted. Town of Horizon City may accept a Bid subject to a non-material exception if, in the sole judgment of Town of Horizon City, the Bid meets or exceeds Town of Horizon City's specifications. If the goods/services offered do not meet or exceed Town of Horizon City's specifications because of the exception, Town of Horizon City will consider the Bid non-responsive.

**2. SAFETY AND CAPACITY INSPECTIONS.** Town of Horizon City reserves the right to conduct safety and capacity inspections of facilities, equipment, and staff prior to the award and periodically during the contract term. If, in the sole discretion of Town of Horizon City, a bidder is deemed to have inadequate safety equipment and/or procedures, has a track record of safety violations, or has insufficient capacity to honor the contract requirements, then the bidder may be declared non-responsible or in default.

**3. EQUIPMENT, PERSONNEL AND RESPONSIBILITY DETERMINATION.** At the time of submission, the bidder must provide and/or identify as appropriate: 1) their primary equipment it intends to use in the execution of this contract to include quantity, brand, type, and model year; 2) the number of personnel it employs that can fulfill the contract requirements; and 3) information regarding a financial responsibility determination. **COMPLETE THE RESPONSIBILITY CHECK LIST IN SECTION H.**

#### **4. CONTRACTOR RESPONSIBILITIES:**

A. FULL TIME CONTRACTOR. The Contractor must work full-time, regularly providing mowing and grounds cleaning services.

B. PERMITS AND LICENSES. The Contractor shall obtain and pay for any and all permits and licenses required to fulfill this contract, whether specifically noted within this Request for Bid package or not.

C. COMMUNICATION. The Contractor shall provide an answering service, telephone answering machine, email, fax machine, pager, etc., to enable prompt communications. The Contractor, or designee, shall respond to communications requests from Town of Horizon City's Public Works Director or designee, within one (1) hour during the normal working hours of 8:00 a.m. to 5:00 p.m., Monday through Friday.

D. HAZARDOUS CONDITIONS/DAMAGE. The Contractor is required to notify Town of Horizon City's Public Works Director or designee, immediately of any hazardous conditions and/or damaged city property. The Contractor is responsible for any damage done to plant material or other property as a result of mowing or cleaning operations. The Contractor will be responsible for repair or replacement of all trees, shrubs, and vegetation that are damaged by the contractor. The Contractor will be responsible for any damage done to private property (cars, plants, structures, etc.)

E. SUPERVISION. The Contractor shall provide supervision of all work crews at all times. Each work crew shall have a designated person on the work site that has the authority, and the ability to communicate effectively in English, to respond to inquiries about work details or priorities.

F. NO DISCRIMINATION. As a condition of this contract, the Contractor covenants and agrees that it will take all necessary actions to ensure, in connection with any work under this contract, that Contractor, its associates and employees, will not discriminate in its treatment or employment of any individuals on the grounds of race, color, religion, national origin, age, sex, or physical handicap unrelated to job performance, either directly or through contractual or other arrangements. In this regard, the Contractor shall keep, retain and safeguard, all records relating to this contract for work performed hereunder for a minimum period of two (2) years from final contract completion, with full access allowed to authorized representatives of Town of Horizon City upon request, for purposes of evaluating compliance with this and other provisions of the contract.

G. INCLEMENT WEATHER. In the event of inclement weather, wet or rainy weather when the condition of the soil is such that rutting of property will not allow mowing of grass or other services provided under the contract to be accomplished satisfactorily, the Contract may be allotted addition time. **It is the responsibility of the Contractor to notify Town of Horizon City's Public Works Director or designee when unable to complete the work and provide information about the condition and state when completion can be expected.** Expected completion date must be acceptable to Town of Horizon City's Public Works Director or designee.

H. SAFETY DEVICES/ATTIRE AND PERSONAL PROTECTIVE EQUIPMENT. The Contractor shall adhere to all safety requirements as set forth in Section 7 of the Contract Clauses in Section A. The Contractor and its employees shall dress and remain dressed in a presentable fashion due to high public visibility of these employees. A uniform or shirt with a company logo is preferred.

I. EQUIPMENT OPERATION SAFETY. The Contractor shall comply with equipment manufacturer's operating and safety instructions.

J. UNSAFE PRACTICES NOT PERMITTED. The Contractor will not permit unsafe practices. Examples of unsafe practices include but are not limited to, using inappropriate equipment for the job, operating with one arm of a bat wing mower raised with blades exposed and spinning, removing chains or other safety devices from equipment, traveling with an operator sitting in the back of a pickup truck with the tailgate lowered, and operating mowing equipment at excessive speed. Unsafe practices will be grounds for termination of the contract.

K. SCHEDULE OF WORK. It is solely the responsibility of the Contractor to develop a work schedule that will be approved by Town of Horizon City's Public Works Director, or designee. The Contractor shall provide Town of Horizon City's Public Works Director or designee with general plan/schedule of work for the upcoming work month. Such schedule shall include, but is not limited to, projected work areas on a daily or weekly listing, work completed during current month, any notes/comments concerning work completed, and requirements for specific tasks as set forth under Part A, Basic Services, below. Such schedule shall be delivered via email by 12



noon on Thursday prior to the scheduled month to allow for any discussion or requests for upcoming work.

## 5. SPECIFICATIONS

### A. Standards for Work and Supervision

(If there are professional licenses or permits required, be sure to attach those. See, e.g., Section 18, Contract Clauses, Section J)

### B. Prices

Price shall include all costs necessary to complete the work, including but not limited to the following: labor, landfill tipping fees, trash receptacle and pet waste bags, irrigation supplies, insurance, overhead, profit, travel time, mileage, and be exclusive of taxes.

### C. Insurance Requirements

By submitting this Bid, the bidder affirms it reviewed the insurance requirements found below in the applicable contract and confirms its ability to procure the required insurance upon award of this contract.

### D. Contract

By submitting this Bid, the bidder affirms it has reviewed the attached contract(s) and takes no exceptions. Should the bidder wish changes to the contract, those changes should be listed in the exceptions portion of the solicitation form below.

## 6. SCOPE OF WORK

The Town of Horizon City is soliciting Bids from qualified landscape & grounds maintenance contractors for turf and native area mowing, fertilization, herbicide/pesticide application, tree and ornamental bush trimming and other assigned grounds maintenance and related tasks, including cleaning of weeds (by pulling weeds out by their roots and leaving only sod in sod areas), trash and debris, for Town of Horizon City's twelve (12) municipal parks, the Senior Center, the Town Hall Site, Courts and Police Site, EDC Building, ponding areas, major roadway medians, parkways, curb & gutters, sidewalks, the Horizon Boulevard hike & bike path, landscaped areas, and trash and pet waste receptacles and hike & bike paths.

In the event that an additional park is added during the life of this contract, the maintenance requirements for such park will be discussed at the time the park becomes part of Town of Horizon City's park inventory and appropriate maintenance work as appropriate for the park may be added to this contract through the issuance of a contract amendment **based on the pricing established under this Bid**. Additional ponding areas may be added and the pricing shall be as established under Section E, Part B, J. (Note: In the event that a construction project arises

throughout the areas mentioned within this contract happens to limit or prevent contractor from performing their scheduled maintenance, an adjustment shall be made to the monthly charge to accommodate the area that did NOT get maintenance).

#### **A. Grounds:**

##### **Parks to be maintained for the full term of the Contract:**

- **Ranchos Desierto Bello (RDB) Park** a 7.0 acre park located at 14345 Sabio Dr. north of Sabio Dr. and east Brezo St.
- **Horizon Town Center Park** a 2.253 acre park located at 13741 Town Center Dr. north of Town Center Dr. and east Horizon Crossing Dr.
- **Horizon Town Center Park 2 (West)** a 0.84 acre park located at 13720 Town Center Dr. south of Town Center Dr. and west of Horizon Crossing Dr.
- **Horizon Town Center Park 2 (East)** a 0.64 acre park located at 13720 Town Center Dr. south of Town Center Dr. and east of Horizon Crossing Dr.
- **David Ortiz Park** a 0.68 acre park located at 3244 Kevin Boothe east of the intersection between Glen Warner Blvd. and N. Kenazo Ave.
- **Golden Eagle Park**, a 6.41-acre park located at 14467 Alberton Ave. south of Golden Eagle Drive and east of Frank Macías Elementary School.
- **Horizon Mesa Park**, a 3.82-acre park, located at 601 Desert Mist Dr. southwest of the intersection of Desert Mist Drive and Desert Fire Court. Including Desert Mist Dr median from Desert Fire Ct. to Eastlake Blvd.
- **Desmond P. Corcoran Park**, (Corky Park) a 7.02-acre park located at 400/500 Rodman St. northeast of the intersection of Rodman Street and Venny Webb Street.
- **West Eastlake Estates 2**, a 19.776 acre park located at 14390 Steve Joyce Parkway. Corner of Steve Joyce Pkwy and Burd Holland Dr.
- **Claret Cup Park**, a 5.022 acre park located at 14565 Claret Cup between Painted Lady St. and Candelilla St.
- **Verdancia Park 1**, a 1.65 acre park at 14421 Desert Wind Dr.
- **Verdancia Park 2**, a 1.09 acre park located at 14000 Basketflower Dr

#### **B. Senior Center:**

- **Horizon Senior Center**, located at 13969 Venny Webb Street.

#### **C. Town Hall Site:**

- **Town Hall**, located at 14999 Darrington Rd.
- **Courts & Police**, located at 15021 Darrington Rd.
- **EDC Building**, located at 1525 Oxbow Dr.

**D. Ponding Areas:**

- 56 ponding areas as established in Section D-1.

**E. Horizon Blvd. Hike and Bike Trail**

- Horizon Boulevard landscaped areas and hike & bike path with amenities *(excluding the ponding areas located between Thea Smith Dr. and Lago Este Dr.)* on the Horizon Hike and Bike Trail, located in the northern right-of-way of Horizon Boulevard between Ashford Street and Rifton Street

**F. All other areas are described as follows:**

10 feet of shoulder, medians, parkways, sidewalks and gutters of weeds, trash and other debris and sediment on the streets listed below.

- Hike & Bike Trails and open space area that runs between Darrington Road and Benton Street (next to First Baptist Church)
- Hike & Bike Trail and landscaped parkway along the street frontages of the ponding area at the corner of Ryderwood Road and Benton Street
- Sidewalks, Parkway, and Landscaped Open Space on Ryderwood Avenue (between Darrington Road and Horizon Heights Circle)
- Open Space area at the end of Cutler Place

**Part I: Basic Services**

During the initial month under contract, the Contractor shall perform an irrigation audit to ensure relative uniformity of water delivery. The result of this audit determines the irrigation/watering schedules thereafter. All rates of application of water shown in the schedule below represent the minimum water application and thus are applicable to those portions of turf area receiving the least amount of water.

**Pursuant to the approved work schedule, the Contractor shall perform the following basic services:**

1. Inspect **all** irrigation systems weekly; repair and/or replace sprinkler heads, rotor sprinkler heads, pop up spray heads, and drip system as required.
2. Monthly till, rake and/or **replace sand or wood chips in playground areas** to maintain a presentable appearance and a safe environment. The replacement material must be the same type as the existing material.
3. Inspect the depth of base, sand and wood chips in playground areas to determine whether such materials have a minimum 12-inch depth and report if additional material is required.
4. Provide necessary bags for all trash receptacles including pet waste stations. Clean all trash and debris on all grounds, including trash accumulation in trash receptacles, and haul collected trash and debris to the Greater El Paso Landfill on Monday of each week, unless Monday is a federal holiday or foul weather prevents the collection, in which case this activity is to be performed on the following Tuesday. A copy of the TIP ticket shall be provided to the Public Works Director with the monthly invoice.

5. Inform the Public Works Director of any trash receptacles needing replacement.
6. Maintain, trim, and/or replace trees in parks, medians, and open space areas as required.
7. Immediately report any evidence of damage, defects or vandalism, including tipping over of portable toilets, park furniture/amenities, path furniture/amenities or other equipment to the Public Works Director for the Town of Horizon City.
8. Clean 10 feet of shoulder, medians, parkways, roundabouts, sidewalks and gutters of weeds, trash and other debris and sediment on all streets listed below:
  - **N. Darrington:** Between Horizon Blvd. and Eastlake Dr. (developed parkways only on eastern side) **\*\*\*NOTE\*\*\* N. Darrington is closed temporarily. It will be closed for an unknown period of time.**
  - **S. Darrington:** Between Horizon Blvd. and about 200' south of ~~LTV Rd~~ Claret Cup Pl.
  - **N. Kenazo:** Between Eastlake Dr. and Horizon Blvd.
  - **Rodman Street:** Between N. Kenazo and Horizon Blvd.
  - **Ashford Street** (eastern half from centerline): Between Horizon Blvd. and Ryderwood Ave.
  - **Glenn Warner Blvd:** Between N. Kenazo Ave. and Kevin Boothe Dr.
  - **Glenn Warner Blvd. Roundabout:** Intersection of Glenn Warner Blvd. and Kevin Boothe Dr.
  - **Kevin Boothe Dr.** from Glenn Warner Blvd to the end of the street.
  - **Horizon Crossing St:** Between Horizon Blvd. and Town Center Dr.
  - **Town Center Dr:** Between Darrington Rd. and Horizon Crossing St.
  - **S. Kenazo** between S. Darrington and Weaver Rd.
  - **Blair Dr.** between S. Darrington and Weaver Rd.
  - **Weaver Rd.** between S. Kenazo to the end of the street cul de sac.
  - **Pawling Dr.** Between S. Darrington Rd. and Breaux St.
  - **Breaux St.** between Horizon Blvd. and Nunda Dr.
  - **Oxbow Dr.** between S. Darrington and Breaux St.
9. Perform the cleaning and maintenance for each of the 56 ponding areas, at least one time annually and according to the provided schedule provided by the Public Works Director. (See list of ponds in Section D-1). This will include maintaining of parkways, curb & gutter, gate access, the cleaning and clearing of weeds, small trees, debris and other trash & vegetation from the sides/slopes and the basin of all ponds. The Public Works Director will create a schedule for the cleaning, which will consist of no fewer than three (3) ponding areas per month within a twelve (12) month period.
10. Provide and maintain two portable toilets (four in total) at Horizon Mesa and Desmond "Corky" Corcoran parks to include maintenance, cleanliness, spraying for pests and supplies on a weekly scheduled basis. All portable toilets must be secured to the ground to prevent tipping of the unit and one unit at each park must be ADA compliant.
11. Provide maintenance, to include supplies, and cleaning of the restroom facilities at Golden Eagle Park and Desmond "Corky" Corcoran Park.
12. In accordance with the Advance Funding Agreement for Voluntary Maintenance by a Local Government (On-System) between the Texas Department of Transportation and the Town of Horizon City, the maintenance on the **Hike and Bike Path and**

**landscaped areas** within the northern portion of the **Horizon Boulevard right-of-way** (excluding 10 feet from the road) must be maintained in accordance with State standards and conform to the following requirements:

- a. Furnish all labor, equipment, materials, and incidentals to provide for maintenance activities on the Hike and Bike Path:

Hardscape, Landscape and Plant Maintenance

For the work of plant maintenance, all reasonable means shall be employed to preserve the plants and vegetative material existing within the landscaped areas and along the Hike and Bike Path in a healthy and vigorous growing condition.

The following maintenance services shall be performed monthly:

- (1) Plant bed and basin maintenance including shaping, weed control and mulch layer.
  - (2) Plant repair, removal, and replacement as directed by the Public Works Director.
  - (3) Insect, disease, and animal control.
  - (4) Fertilizing.
  - (5) Mowing and trimming.
  - (6) Re-staking, re-guiding, re-bracing and/or removal of staking, guiding, and bracing.
  - (7) Pruning.
  - (8) Litter pick-up: remove bagged litter the same day it is collected and dispose in accordance with the requirements in Paragraph 6 under Section J.
- b. Before beginning the maintenance on the landscaped areas and the Hike and Bike Path, Contractor shall meet with the Public Works Director to verify location of all utilities within project area. Utility considerations shall include, but not limited to, the following: gas, water, electricity, fiber optics, telephone, signals, lighting, CTMS, sanitary sewer, etc.

The following tasks are ***in addition to*** duties listed above but ***are also included among*** the Contractor's **Basic Services**. Mowing, based on the frequency as specified below, shall be at a consistent depth of 1.5-inches in Bermuda grass or ryegrass turf areas, and at a depth of 3.0-inches in areas with native grass species. Note: the rates of water application given below are applicable to established turf areas; as may be required, greater amounts of water will be applied to the newly installed or distressed sod areas until the turf is rooted or regains strength.

**In preparing the work schedules, the Contractor shall incorporate the following specific requirements, which vary depending on the season of the year as listed below:**

**January**

- Adjust watering duration to achieve a rate of application of **0.25-inches** per week in all turf areas. (To achieve sufficient depth of water penetration, watering should be spaced two-weeks apart and thus be at a rate of 0.5-inches per watering).
- Mow turf areas at all parks **once** during the month and trim edges of turf as appropriate to maintain a neat appearance.

- Mow natural areas **once** during the month to maintain a neat appearance.

## February

- Near the middle of the month, adjust watering duration to increase the rate of application to **0.75-inches** per week in all turf areas. Together with the increase in the water rate, increase the frequency of watering to once-per-week.
- Adjust watering schedule to restrict the timing of irrigation to the morning hours between 6:00 a.m. and 10:00 a.m., or evening hours between 8:00 p.m. and midnight. *(Note: This watering schedule applies during the months of February through September and is required during the months of February and March due to high afternoon wind speeds and during the months of April through September to minimize evaporation).*
- Mow turf areas at all parks **once** during the month. Trim edges of turf as appropriate to maintain a neat appearance.
- Mow natural areas **once** during the month to maintain a neat appearance.

## March

- Adjust watering duration to achieve a rate of application of **1.0-inch** per week in all turf areas or at the discretion of the licensed irrigator and reported to the Public Works Director.
- Aerate soil in all active play fields (baseball field, soccer field and open fields) prior to the application of fertilizer. (Contractor may employ deep tine, slitting, needle tines or hollow core method).
- Fill low spots and scrape high spots on the baseball and soccer fields.
- Late in the month, apply a slow-release nitrogenous fertilizer with an N-P<sub>2</sub>O<sub>5</sub>-K<sub>2</sub>O ratio of 1:0:0 at a minimum of one and one-half (1.5) pounds of nitrogen per 1,000 square feet on all turf areas. Manually alter the irrigation system to apply water immediately following the application of fertilizer. Broadcast application of fertilizer is not allowed during high winds.
- Mow turf areas at all parks **twice** during the month, at least two weeks apart and trim edges of turf as appropriate to maintain a neat appearance.
- Mow natural areas **twice** during the month to maintain a neat appearance.

## April

- Adjust watering duration to achieve a rate of application of **1.0-inch** per week in all turf areas. or at the discretion of the licensed irrigator and reported to the Public Works Director.
- Inspect the depth of sand, and wood chips in playground areas to determine whether such materials have a minimum 8-inch depth, report if additional material is required. Upon authorization by city's staff, provide Town of Horizon City with necessary added material; spread such material to achieve the required minimum 8-inch depth.
- Fertilize all trees with appropriate organic fertilizers (e.g. cottonseed meal, bone meal, manure and chicken litter) at a rate of 0.2 pounds per 100 square feet for young or recently planted trees, and at a rate of 0.1 pounds per 100 square feet for mature trees. Note: fertilizer shall be scattered over the ground surface, but not in direct contact with the tree trunk, up to the 'drip line' of the trees and heavily water trees following the application of fertilizer.
- Apply a 'post-emergent' herbicide to non-turf areas (e.g. chad/screening-surfaced walking paths). Note: application of such herbicide shall generally be limited to early morning hours

when wind speeds are low, but application, at any hour of the day, is not allowed during high winds. Herbicides will not be applied during times when school-aged children are present.

- Mow the baseball fields and soccer field **weekly**, at least seven-days apart.
- Mow all other turf areas at all parks **twice** during the month, at least two weeks apart and trim edges of turf as appropriate to maintain a neat appearance.
- Mow natural areas **twice** during the month to maintain a neat appearance.

## May

- Adjust watering duration to achieve a rate of application of **1.5-inches** per week in all turf areas. or at the discretion of the licensed irrigator and reported to the Public Works Director.
- Evaluate all turf areas for evidence of weed infestation and report to the Public Works Director recommending application apply of an appropriate selective herbicide. (Note: Such application, if authorized, will not be allowed under the “additional services” portion of this Contract).
- Seed bare or ‘thinning’ turf areas with ‘NuMex Sahara’ Bermuda grass (*Cynodondactylon*) at a rate of one (1) pound per 1,000 square feet. Note: Seeding is not allowed when nighttime temperatures are above 68° F and mowing schedules should be adjusted ensuring that no mowing of seeded areas occurs for 30-days following the application of seeds. In addition, germination of seed shall be a determining factor for mowing.
- Rake baseball infield surfaces and remove any weeds; resurface and compact infield, including pitcher’s mound, as appropriate; inspect the home plate and base bags and recommend repairs or replacement as appropriate.
- Inspect all lighting to ensure its operability. *(Note: The Contractor shall notify the Public Works Director of any problems with exterior lighting, but the Contractor shall not be responsible for the repair of damaged electrical equipment or the replacement of lights under this Contract.)*
- Mow the baseball fields and soccer field **twice weekly**, (except as noted above).
- Mow all other turf areas at all parks **weekly** during the month, (except as noted above), at least seven-days apart and trim edges of turf as appropriate to maintain a neat appearance.
- Mow natural areas **twice** during the month to maintain a neat appearance.

## June

- Adjust watering duration to achieve a rate of application of **1.5-inches** per week in all turf areas or at the discretion of the licensed irrigator and reported to the Public Works Director.
- Aerate soil in all active play fields (baseball field, soccer field and open fields) prior to the application of fertilizer. (Contractor may employ deep tine, slitting, needle tines or hollow core method).
- Apply a slow-release nitrogenous fertilizer with an N–P<sub>2</sub>O<sub>5</sub>–K<sub>2</sub>O ratio of 1:0:0 at a minimum of one and one-half (1.5) pounds of nitrogen per 1,000 square feet on all turf areas. Manually alter the irrigation system to apply water immediately following the application of fertilizer. Broadcast application of fertilizer is not allowed during high winds and fertilizer application should precede the onset of annual summer rains.
- Inspect all lighting to ensure its operability. *(Note: The Contractor shall notify the Public Works Director of any problems with exterior lighting, but the Contractor shall not be*

*responsible for the repair of damaged electrical equipment or the replacement of lights under this Contract.)*

- Rake baseball infield surfaces and remove any weeds by hand; inspect the home plate and base bags and recommend repairs or replacement as appropriate.
- Mow the baseball fields and soccer field **twice weekly**.
- Mow all other turf areas at all parks **weekly** during the month, at least seven-days apart and trim edges of turf as appropriate to maintain a neat appearance.
- Mow natural areas **twice** during the month to maintain a neat appearance.

### **July**

- Adjust watering duration to achieve a rate of application of **1.25-inches** per week in all turf areas. or at the discretion of the licensed irrigator and reported to the Public Works Director.
- Inspect all lighting to ensure its operability. *(Note: The Contractor shall notify the Public Works Director of any problems with exterior lighting, but the Contractor shall not be responsible for the repair of damaged electrical equipment or the replacement of lights under this Contract).*
- Rake baseball infield surfaces and remove any weeds by hand; inspect the home plate and base bags and recommend repairs or replacement as appropriate.
- Remove weed vegetation from non-turf areas. (Note: Certain weed types, especially tumbleweeds, may not be treated with herbicides once fully matured. Weeding shall be undertaken before annual weeds have formed seeds).
- Mow the baseball fields and soccer field **twice weekly**.
- Mow all other turf areas at all parks **weekly** during the month, at least seven-days apart and trim edges of turf as appropriate to maintain a neat appearance.
- Mow natural areas **twice** during the month to maintain a neat appearance.

### **August**

- Adjust watering duration to achieve a rate of application of **1.25-inches** per week in all turf areas or at the discretion of the licensed irrigator and reported to the Public Works Director.
- Evaluate all turf areas for evidence of weed infestation and report to the Public Works Director recommending application apply of an appropriate selective herbicide. (Note: Such application, if authorized, will not be allowed under the “additional services” portion of this Contract).
- Inspect all lighting to ensure its operability. *(Note: The Contractor shall notify the Public Works Director of any problems with exterior lighting, but the Contractor shall not be responsible for the repair of damaged electrical equipment or the replacement of lights under this Contract).*
- Rake baseball infield surfaces and remove any weeds; inspect the home plate and base bags and recommend repairs or replacement as appropriate.
- Mow the baseball fields and soccer field **twice weekly**.
- Mow all other turf areas at all parks **weekly** during the month, at least seven-days apart and trim edges of turf as appropriate to maintain a neat appearance.
- Mow natural areas **twice** during the month to maintain a neat appearance.



## September

- Adjust watering duration to achieve a rate of application of **1.0-inch** per week in all turf areas or at the discretion of the licensed irrigator and reported to the Public Works Director.
- Aerate soil in all active play fields (baseball field, soccer field and open fields) prior to the application of fertilizer. (Contractor may employ deep tine, slitting, needle tines or hollow core method).
- Early in the month, apply a balanced fertilizer with an N-P<sub>2</sub>O<sub>5</sub>-K<sub>2</sub>O ratio of 3:1:2 at a minimum of three-quarter (0.75) pounds of nitrogen and one-half (0.5) pound of potash (K<sub>2</sub>O) per 1,000 square feet on all turf areas. Manually alter the irrigation system to apply water immediately following the application of fertilizer. Broadcast application of fertilizer is not allowed during high winds.
- Mow turf areas (baseball fields and soccer field included) at all parks **weekly** during the month, at least seven-days apart and trim edges of turf as appropriate to maintain a neat appearance.
- Mow natural areas **twice** during the month to maintain a neat appearance.

## October

- Adjust watering duration to achieve a rate of application of **0.5-inches** per week in all turf areas or at the discretion of the licensed irrigator and reported to the Public Works Director.
- Adjust water schedule as appropriate. (*Note: the timing of irrigation need not be restricted to morning or evening hours during the months of October through January.*)
- Report results of second semi-annual inspection of all play equipment and picnic facilities to ensure their operability and usability and the current conditions to the Public Works Director and give special attention to evidence of damage or any conditions that could present a safety hazard.
- Over-seed all sports and open fields at with perennial ryegrass (*Lolium Perenne*) at a rate of three (3) pounds per 1,000 square feet. Note: Over-seeding should not be attempted until the Bermuda grass has gone dormant, (late in the month), and the mowing schedule should be interrupted such that no mowing occurs for a period of 30-days following the over-seeding.

The following shall be followed:

### a) OVERSEEDING

- i) Mow existing Bermuda to 1".
- ii) Broadcast seed and amendments only when wind velocity is below 5 mph. Evenly distribute seed by sowing equal quantities in each direction.
- iii) Sow seed at rate recommended by seed supplier.
- iv) Rake seed into Bermuda.
- v) Water to 1/4" depth, four times/ day through establishment.

### b) MAINTENANCE:

The following maintenance will be accomplished from time of seeding until thirty days from date of seeding. When initial maintenance period does not fall within planting season, continue maintenance during next planting season or upon inspection by the Public Works Director or designee.

- i) Removal of all weeds and foreign vegetation of approved methods.

- ii) Watering of all seed to promote optimum growth conditions.
- iii) Re-fertilizing as specified by the Public Works Director or designee.
- iv) Mowing to an initial height of 2".
- v) Maintain and establish turf by watering, fertilizing, mowing, weeding, and replanting as required to establish health stand of turf. Regrade and replant bare or scalped areas to produce uniform turf.
- vi) Mow turf when blades reach 2" height. Repeat as necessary, never cutting more than 1/3 of grass height.

#### c) INSPECTION

At the time of Final Inspection by the Public Works Director or designee, all seeded areas will be mowed, edged, free from foreign vegetation, smoothly graded, uniform in color and in vigorous state of growth. Turf will provide 95% coverage of all specified areas, with no bare spots and yellowed areas not exceeding 6" x 6", no scalped areas.

- Mow turf areas at all parks **twice** during the month, at least two weeks apart and trim edges of turf as appropriate to maintain a neat appearance.
- Mow natural areas **once** during the month to maintain a neat appearance.

#### November

- Adjust watering duration to achieve a rate of application of **0.50-inches** per week in all turf areas or at the discretion of the licensed irrigator and reported to the Public Works Director.
- Evaluate all park trees for necessary pruning. Necessary pruning, (e.g. removal of dead branches, removal of crowded or rubbing limbs, eliminating hazards, and increasing light and air penetration on the inside of the tree's crown), shall be undertaken with special emphasis on corrective pruning of young trees to ensure that they develop a strong structure and desirable form. Note: pruning of deciduous trees shall not be undertaken until the trees have lost their leaves.
- Mow turf areas at all parks **once** during the month. Trim edges of turf as appropriate to maintain a neat appearance.
- Mow natural areas **once** during the month to maintain a neat appearance.

#### December

- Adjust watering duration to achieve a rate of application of **0.25-inches** per week in all turf areas. (To achieve sufficient depth of water penetration, watering should be spaced two-weeks apart and thus at a rate of 0.5-inches per watering.)
- Mow turf areas at all parks **once** during the month. Trim edges of turf as appropriate to maintain a neat appearance.
- Mow natural areas **once** during the month to maintain a neat appearance.

**Section I-A**  
**List of Ponding Areas**

1	Benton & Ryderwood	
2	Mel Cole @ Roslyn Dr.	
3	Ryderwood & Darrington	
4	Hadley PL./Nita PL.	
5	Desert Ash/Desert Sage	
6	Desert Mesquite (Desert Silver Dr.)	
7	Desert Sky Dr/Desert Silver	
8	Desert Sage/ Desert Mesquite	
9	Desert Cloud (Desert Fire & Desert Silver)	
10	Verdancias Lot 2 (Basketflower Dr.)	NEW
11	Verdancias Lot 5 (Desert Spring Dr.)	NEW
12	Rifton 1 (Summit Breeze & Paradise Breeze)	
13	Rifton 2 (Horizon viata & Sand Gate)	
14	Rifton 3 (Cactus view & Horizon Blvd.)	
15	Dessert Breeze U-3 (Anderpont St.)	NEW
16	Lago De Como	
17	West Eastlake Estates U-1 (Tobe Davis Dr.)	
18	West Eastlake Estates Unit 2 (Steve Joyce)	
19	Barrel Cactus & Texas Rainbow	
20	Highweed (Sand Vervena St. & Highweed Dr.)	
21	Rodman & Glenosa	
22	Peter Noyes Dr. @ Jim Knowles Pl.	
23	Lago Grande & Lago Azul	
24	Thayer Pease # 1	
25	Thayer Pease # 2	
26	Golden Eagle & Bryce	
27	Las Aguillas & Alcon	
28	Golden Eagle/Orchid	
29	Pawling Dr.	NEW
30	Weiermann Laureen Zelt Ct. & Corby Pl.)	
31	Desierto Bonito (Villa Romero & Nuevo Desierto Dr.	
32	Maravillas (Venecia Dr. & Puenteillas Dr.)	
33	Techelkamp	
34	Rudy Kuefner Dr (Achim Dr. & Uli Ruecker Dr.)	

35	Rancho Desierto Bello #5 (Villa Allende Way and Escalera)	
36	Rancho Desierto Bello #8 (Desierto Bueno Ave and Villa Seca Dr.)	
37	Rancho Desierto Bello #10 (Sabio Dr. and Villa Seca Dr.)	
38	Nazareno St (Desierto Bello Ave. & Desierto Lindo Ave.)	
39	Rancho Desierto Bello #16 (Brittlebush Pl)	NEW
40	Brezo	
41	Industrial Park (Weaver Rd.)	
42	Horizon Town center U-1 (Towncenter Dr.)	
43	Horizon Town Center U-4 (Centro Vista/Park Vista)	NEW
44	Horizon Town Center u-3 (Desert Vista Ave.)	
45	Horizon Town Center U-2 (Playa Vista St.)	
46	Eastlake Extension Phase II #2 (Eastlake Behind Oreyllis)	
47	Eastlake Extension Phase II #3	
48	Eastlake Extension Phase II #4	
49	Eastlake Extension Phase II #5	
50	Eastlake Extension Phase II #6	
51	Linear Pond on Golf Course behind Homestead Drive – Hand Raking the pea gravel material. This work shall be coordinated with the Horizon Regional Municipal Utility District as well.	
52	Vista Shopping Center	
53	Rancho Desierto Bello #12 (by Clartet Cup Dr and Adonis blue Ct)	
54	S.Darrington Widening (LTV/Claret Cup Dr Road pond)	
55	Rancho Desierto Bello #13 (by Clartet Cup Dr. and Candellina St.)	
56	Ranch Desierto Bello 15 (Faxon Yucca)	NEW

**Section E**  
**BID FORM**

**REQUIRED SPECIFICATIONS:** Can you comply? \_\_\_\_\_ Yes \_\_\_\_\_ No

**\*NOTE:** The annual cost Bid for the ponding areas will only include the required work for cleaning and maintaining each of the 56 ponds one time per year. Bidder will submit a separate Bid under Group 5 for additional pond cleaning services, in the event that one or more ponding areas require cleaning more frequently than one time per year or for any additional ponding areas that may be added during the term of the agreement.

Item No.	Facility
1.	<b>Verdancia Park 1</b>
2.	<b>Verdancia Park 2</b>
3.	<b>Horizon Blvd Hike and Bike Trail (Rifton Ct. – Anderpont St)</b>

**\*NOTE:** The two parks and hike and bike trail listed above will be under construction at time that the contract commences. It is anticipated that both will be open to the public by July 1, 2026. So the contract will include six months of maintenance responsibility in Year One for both parks. Both parks will be maintained for the remainder of the contract.

**I. Additional Services**

Other services, as requested by Town of Horizon City, that are of a similar nature and scope as those services listed in E through K below and require the use of unskilled labor may be requested by Town of Horizon City to be performed at the rates set forth under J below: (**Note:** both parties shall agree in writing through their designated representative that the requested services that will be performed and charged under J are of the appropriate nature and scope under this section and an estimated cost shall be prepared by Vendor and approved by authorized City staff before proceeding with the services). Additional Services shall be completed by additional contractor personnel and shall not divert personnel dedicated to the work to be completed under the Basic Services of the awarded contract.

The following tasks shall be performed on an as-needed basis at all **City Parks** or as specifically approved by the Public Works Director or his designee.

- A.** Replace damaged irrigation sprinkler heads that are beyond repair. Note: All irrigation spray head, and rotors sprinklers shall be replaced with the same model Rain Bird® spray head, and rotors sprinklers as the original damaged sprinkler, or with spray heads, and rotors of equal value and operational characteristics. The Public Works Director shall approve any substitution of a different brand or different model spray head or rotor prior to installation.
- B.** De-thatch turf areas at City's direction.

- C. Apply selective herbicide to weed-ridden turf areas.
- D. Provide and plant trees where and when required to replace dead or diseased trees. Note: tree replacement shall be by the same tree species, and new trees shall have a minimum three-inch caliper, a straight trunk, well-balanced crown, and intact leader. The Public Works Director may approve a substitution of a different tree species **prior** to purchase and planting.
- E. Additional trash and debris pickup before and/or after special events.
- F. Replace damaged backboards and basketball hoops:
- G. Replace damaged or missing basketball nets:
- H. Replace baseball home plate:
- I. Replace baseball base bags:
- J. Additional pond cleaning services. (Note: prior to commencing any work under this category, the Public Works Director and the contractor will meet to establish the scope of the work to be undertaken for each pond. Any equipment needed for such work will be paid as bid under Item K, part C.)
- K. Backflow Preventer Testing and Reporting:
- L. **LABOR FOR OTHER SERVICES NOT REQUIRING SKILLED OR SPECIALLY TRAINED OR LICENSED PERSONNEL UNDER THIS SECTION.**
- M. **MATERIAL COSTS FOR REPAIRS AND ITEMS UTILIZED IN THE PROVISION OF OTHER SERVICES UNDER THIS SECTION (that are not part of unit pricing as shown on the original invoice for the material).**
- N. **EQUIPMENT OPERATIONS FOR EQUIPMENT NEEDED FOR THE OTHER SERVICES UNDER THIS SECTION.**

EXCEPTIONS

**Line item entries shall prevail over sum total entries. When discrepancies exist between unit prices and corresponding extended prices, unit prices shall prevail.**

## Section F

### BID SUMMARY

Basic Services, 3 Years Contract (2026 – 2029)

Total Bid \_\_\_\_\_  
(In Figures)

Total Bid \_\_\_\_\_  
(In Words)

### Addendum Receipt

Receipt is hereby acknowledged of the following addenda to the contract documents:

Addendum No. 1 dated _____	Received _____
Addendum No. 2 dated _____	Received _____
Addendum No. 3 dated _____	Received _____
Addendum No. 4 dated _____	Received _____
Addendum No. 5 dated _____	Received _____

\_\_\_\_\_  
**CONTRACTOR**

\_\_\_\_\_  
**BY**

\_\_\_\_\_  
**TITLE**

**Seal and Authorization  
(if a corporation)**

**ATTEST:**

\_\_\_\_\_  
**ADDRESS**

\_\_\_\_\_  
**SECRETARY**

\_\_\_\_\_  
**TELEPHONE**



## Section G

### BIDDER INFORMATION SHEET/SIGNATURES

<b>Company Name</b>	
<b>Address</b>	
<b>City, State, Zip</b>	
<b>Phone Number</b>	
<b>Fax Number</b>	
<b>Email Address</b>	
<b>Tax Identification Number</b>	
<b>Signature of Authorized Agent</b>	
<b>Printed Name of Authorized Agent</b>	
<b>Title</b>	
<b>Date</b>	

If the Bidder is a Corporation, the following Certificate should be executed:

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ Secretary of the corporation named as Bidder hereinabove; that \_\_\_\_\_, who signed the foregoing Bid on behalf of the Bidder was then \_\_\_\_\_ of said corporation; that said Bid was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

---

Corporate Secretary Signature and Corporate Seal

\_\_\_\_ DBA certificate attached (if required)

## Section H

### EVALUATION PROCESS

Town of Horizon City will award the contract to the bidder that submits a Bid which represents the “best value” to Town of Horizon City. The Best Value shall not be based solely upon price but the Bid which receives the highest cumulative score for each of the evaluation factors herein.

The award shall be based upon the evaluation criteria and process delineated herein.

- A. Evaluation Committee: All properly submitted Bids will be reviewed by an Evaluation Committee.
- B. Weighted Evaluation Criteria: The following weighted criteria will be considered to determine which Bid offers the “best value” to Town of Horizon City.
- C. A bidder **must** fill out the Best Value Evaluation questionnaire and submit with its Bid.

### CRITERIA

**Cost (lowest Bid cost ÷ higher Bid cost x cost percentage or points = cost score) (40 points)**

As part of the requirement to establish the responsibility of the offer, Town of Horizon City may determine the reasonableness of the price(s) at which the services are offered. Prices which are significantly lower than the mean of all offers, and appear to be unreasonably low, may be determined to be evidence of non-responsibility, and cause the offer to be rejected. Formula for determining the cost score is to divide the lowest cost Bid by each higher Bid multiplied by the cost criteria percentage or points which equals the corresponding percentage or points of each vendor’s cost score.

**Location (20 points)**

The bidder shall identify the address of its corporate office. If the bidder’s corporate office is not located in El Paso County, the bidder shall provide proof of a local office site that provides adequate managerial oversight.

**References (20 points)**

The bidder shall identify its full client history for the last two (2) years, including any local Government Services excluding Town of Horizon City departments and employees. The bidder shall provide three (3) Project Reference Forms (Exhibit A) from clients for whom they have provided continuous similar services for at least the past two (2) years.

The Project Reference Forms shall be completed in their entirety to include the names, telephone numbers, and email addresses of the contract administrators for whom the work was performed. If you do not have three local government contracts, then provide forms from federal, state or commercial contracts to complete this information.

**Quality of the Offeror's Services****(10 points)**

The bidder will be evaluated on quality of work, timeliness, the resolution of issues and problems, and adequacy of workforce.

**Past Performance****(10 points)**

The bidder will be evaluated on customer satisfaction and customer recommendations.

**BEST VALUE EVALUATION QUESTIONNAIRE:**

The bidder shall provide at least three (3) completed Project Reference Forms (Exhibit A), excluding Town of Horizon City departments and employees, for which they have provided continuous services for at least the past two (2) years. The names, telephone numbers, and email addresses of the contract administrators for whom the work was/is performed shall be provided on each applicable form **and** in the chart below.

The submitted references should be clients or former clients of the bidder, for which the bidder provided continuous services for at least two years. One of the references (clients) must be a current client that is similar in size and scope to Town of Horizon City project.

In submitting references (clients), those references who are local governmental entities should be listed/provided first, followed by references who are federal or state entities, followed by commercial entities.

Three completed Project Reference Forms with correct and complete contact information shall be provided with the Bid for it to be considered complete and deemed appropriate for evaluation.

List references (please include name, telephone number, and email address)

ENTITY NAME The first entity listed below shall be the current similar client.	CONTACT NAME (Contract Administrator) & PHONE #	EMAIL ADDRESS

You may provide additional references or information on a separate piece of paper, if necessary.

## **Best and Final Offer**

When deemed appropriate, after the submission of Bids but before the final selection of the successful Bid, Town of Horizon City may permit a bidder to revise its Bid in order for Town of Horizon City to obtain a best and final offer. Town of Horizon City will provide each bidder within the competitive range with an equal opportunity for discussion and revision of its offer, and the offeror may elect not to amend its original Bid. Town of Horizon City is not bound to accept the best-priced bid if that Bid is not the most advantageous to Town of Horizon City as determined by the evaluation committee.

## **Contract Security**

The Contractor shall furnish a performance bond in an amount at least equal to one hundred percent (100%) of the contract price as security for the faithful performance of this contract and such performance bonds shall be issued for a duration sufficient to cover all warranty periods required by the contract.

A payment bond in an amount not less than one hundred percent (100%) of the contract price, or in a penal sum not less than that prescribed by Town of Horizon City as security for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract.

If a performance or payment bond is in an amount in excess of ten percent (10%) of the surety's capital and surplus, Town of Horizon City will require, as a condition to accepting the bond(s), a written certification from the surety that the surety has reinsured the portion of the risk that exceeds ten percent (10%) of the surety's capital and surplus with one or more reinsurers who are duly authorized, accredited or trusted to do business in the State of Texas. If any portion of the surety's obligation is reinsured, the amount reinsured may not exceed ten percent (10%) of the reinsurer's capital and surplus.

The performance bond and the payment bond shall be in a form approved by Town of Horizon City. A copy of the payment bond provided for the contract shall clearly and prominently display on the bond or on an attachment to the bond:

- (a) The name, mailing address, physical address and telephone number, including the area code of the surety company to which any notice of claim should be sent; or
- (b) The toll-free telephone number maintained by the Texas Department of Insurance under Subchapter B, Chapter 521.051 Insurance Code, and a statement that the address of the surety company to which any notice of claim should be sent may be obtained from the Texas Department of Insurance by calling the toll-free telephone number.

The surety company providing the payment bond shall designate an agent resident who resides within the County of El Paso and to whom any requisite notices may be delivered and with whom service of process may be rendered in matters arising out of suretyship.

Should the surety exercise its right to take over and perform the contract, the surety shall submit or require the contractor to submit, a payment bond and performance bond that satisfies the requirements set forth in this Section Contract Security.

A bond provided pursuant to this Section Contract Security may be executed only by a surety company that is authorized to write surety bonds in Texas. If the amount of the bond exceeds \$100,000, the surety company must also:

- (a) hold a certificate of authority from the United States Secretary of the Treasury to qualify as a surety on obligations permitted or required under federal law: or
- (b) have obtained reinsurance for any liability in excess of \$100,000 from reinsurer that:
  - (1) Is an authorized reinsurer in this state; and
  - (2) holds a certificate of authority from the United States Secretary of the Treasury to qualify as a surety or reinsurer on obligations permitted or required under federal law.

To determine whether the surety on the bond of the reinsurer holds a certificate of authority from the United States Secretary of the Treasury, a party may conclusively rely on the list published in the Federal Register by the United States Department of Treasury, covering the date on which the bond was executed, of the companies holding certificates of authority as acceptable sureties on federal bonds and as acceptable reinsuring companies.

#### Additional or Substitute Bond

If at any time, Town of Horizon City, for justifiable cause, shall be or become dissatisfied with any Surety or Sureties upon the Performance or Payment Bonds, the Contractor shall within five (5) consecutive work days after notice from Town of Horizon City to do so, substitute an acceptable bond (or bonds) in such form and sum and signed by such other Surety or Sureties as may be satisfactory to Town of Horizon City. The premiums on such bond (or bonds) shall be paid by the Contractor at no additional costs to Town of Horizon City.

No further payments to the contractor shall be deemed due nor shall be made until the new Surety or Sureties shall have furnished such an acceptable bond to Town of Horizon City.

## RESPONSIBILITY CHECK LIST

### EQUIPMENT, PERSONNEL AND RESPONSIBILITY DETERMINATION

(A bidder must provide and/or identify the following as applicable)

NOTE: Failure to provide the following documents will deem the Bid non-responsive.

1. Submit a list of primary equipment the bidder intends to use in the execution of this contract to include quantity, brand, type, and model year.

Submitted – YES ☐ NO ☐

2. Submit the number of personnel it employs or will employ who will be working within the City to fulfill the contract requirements.

Number of Full Time Personnel - \_\_\_\_\_

Number of Part Time Personnel - \_\_\_\_\_

3A. If a publicly held organization, submit financial statements for the last two (2) fiscal years as described above under Financial Capacity Determination.

Submitted – YES ☐ NO ☐

OR

3B. If a privately held organization, submit balance sheets and statement of income for the last two years certified by an Independent Certified Public Accountant.

Submitted – YES ☐ NO ☐

If the bidder cannot provide Certified documents listed in 3B above, then provide a letter requesting a waiver for this requirement and 1) provide the balance sheets for the last two years, 2) provide the name of the Bank(s) or financial institutions the Bidder uses for its business transactions, 3) provide the line of credit it has with the Bank/financial institution, if applicable, and 4) provide the Income Tax returns for the last two years with Profit Loss statements if available.

**Section I**

STATE OF TEXAS            )  
  )  
COUNTY OF EL PASO        )

**CERTIFICATION OF NONCOLLUSION**

The Bidder, being sworn, deposes and says, \_\_\_\_\_, the contractor submitting this Bid and its agents, officers or employees have not directly or indirectly entered into any agreements, participated in any collusion, or otherwise taken any action in restraint of free competitive proposing in connection with this Bid or with any City official.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

SUBSCRIBED AND SWORN to before me by \_\_\_\_\_ on  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
My Commission Expires

## Section J

### CONTRACT CLAUSES

#### PARKS AND GROUNDS MAINTENANCE CONTRACT

This Parks and Grounds Maintenance Contract is entered into this \_\_\_\_ day of \_\_\_\_\_, 2025 by and between the Town of Horizon City, Texas (the “City”) and \_\_\_\_\_, \_\_\_\_\_ (the “Contractor”).

##### 1. Term

The contract will become effective on January 1, 2026 or the date Town of Horizon City Council awards the contract, whichever comes later, and terminate on December 31, 2029 unless Town of Horizon City exercises its option to extend the contract as indicated on the original contract.

If no option to extend the agreement exists or Town of Horizon City chooses to not exercise the option to extend the contract, and Town of Horizon City has not obtained another service contractor by the expiration date of the contract, Town of Horizon City at its discretion, may extend the contract on a month-to-month basis not to exceed six (6) months until such time as a new contract is awarded.

##### OPTION TO EXTEND THE TERM OF THE AGREEMENT:

Town of Horizon City at its sole discretion, may exercise any option to extend the term of the agreement, by giving the Contractor written notice within the time period noted on the selected option:

The Contractor offers Town of Horizon City the option of extending the term of the contract for:

\_\_\_\_ **One** (1) additional year at the same unit prices, if the option is exercised with thirty (30) days’ written notice prior to the expiration of the original term of the Contract.

\_\_\_\_ **Two** 1–year options to extend at the same unit prices, if the option is exercised with thirty (30) days’ written notice prior to the expiration of the original term of the Contract and prior to the expiration of the exercised first year of the second one-year option.

\_\_\_\_ **NO OPTION OFFERED**

##### 2. Consideration

A. The Contractor will submit invoices to Town of Horizon City on the 25<sup>th</sup> day of each month for services furnished between that date and the period covering the prior month’s invoice, to include the costs for the Basic Services, as listed in the Scope of Work attached to this Contract, attached hereto as Attachment “A” and made part hereof for all purposes, and the costs for all other provided services, as allowed.



- B. Invoices will be itemized. Town of Horizon City will compensate the Contractor for **Additional Services**, as listed in the Scope of Work attached to this Contract, as Attachment "A", based on the Unit Costs identified therein.
- C. Invoices shall only cover work that was performed during the billing period. Should an area not require maintenance for any reason, the invoice shall be adjusted accordingly.
- D. Invoices will reflect the Solicitation Number and the Purchase Order Number.
- E. Do not include Federal Tax, State Tax, or City Tax. Town of Horizon City will furnish a tax exemption certificate upon request.
- F. Discounts will be taken from the date of receipt of goods or date of invoice, whichever is later.
- G. Copies of the bill of lading and the freight waybill when applicable will be attached to the invoice. Required tip tickets and receipts for herbicide/pesticide and any other applicable materials shall also be attached to the invoice.
- H. Payments will be processed after verification and approval of such invoice. Payment shall be made in accordance with the Texas Prompt Payment Act.
- I. Mail invoices to the Town of Horizon City, ATTN: Accounts Payable, 14999 Darrington Road, Horizon City, Texas 79928.
- J. The Contractor shall advise Town of Horizon City's Accounts Payable Section of any changes in its remittance addresses.

### **3. Termination**

Either party may terminate this Contract if the other party has breached the Contract and fails to correct such breach for a period of thirty-days (30-days) after receipt of written notice to correct the same. In addition, either party may terminate this Contract without cause upon ninety (90) day written notice to the other party of the intention to terminate this Contract. In addition, this Contract may be terminated at any time by mutual written agreement of the Parties. In addition, this Contract shall automatically terminate if Town of Horizon City Council of the Town of Horizon City fails to appropriate or budget money for the payment of the Services under this Contract. All payments by Town of Horizon City under this Contract are payable only out of current City revenues.

### **4. Independent Contractor**

The Contractor shall instruct all of its employees as to work procedures and thoroughly acquaint each employee with his or her duties. Town of Horizon City shall notify the Contractor if any of the Contractor's employees do not perform their duties as necessary to carry out the Contractor's duties under this Contract. Nothing contained herein shall be construed as creating the relationship of employer-and-employee between Town of Horizon City and the Contractor or between Town of Horizon City and the Contractor's employees. The Contract shall be deemed at all times to be an independent contractor. In carrying out the terms of this Contract, the Contractor shall select its own employees and such employees shall be and shall act under the exclusive and complete supervision and control of the Contractor.

### **5. Property Damage**

The Contractor shall promptly notify Town of Horizon City's Public Works Director or designee of any damage or vandalized plants, materials, or equipment that the Contractor discovers on the property. The Contractor shall reimburse Town of Horizon City for any property damage caused by anyone under the Contractor's employ or direction.

## **6. Trash**

The Contractor shall be responsible for providing trash bags or other appropriate containers for picking up trash and trimmings and pet waste, and the Contractor shall be responsible for hauling all collected waste to the Greater El Paso Landfill, including assuming the cost for any tipping fees. Trash and trimmings shall not be allowed to accumulate such that they present a health or safety hazard, and must be taken to the landfill as necessary, but in no event, not fewer than bi-weekly, or as directed by Town of Horizon City's Public Works Director or designee. A copy of all trip tickets must be provided to Town of Horizon City's Public Works Director or designee, as described in Clause 2.

## **7. Employees**

- A. The Contractor shall provide an adequate staff (6-person crew minimum, excluding owner, herbicide/pesticide, and irrigator) for the coordination and expediting of his work. The Contractor shall employ only competent, efficient workmen for the performance of services and shall not use the work of any unfit person or one not skilled in the work assigned to him/her; and shall at all times maintain good order and strict discipline among the Contractor's employees.
- B. Whenever Town of Horizon City's Public Works Director or designee shall inform the Contractor in writing that, in his opinion, any employee is unfit, unskilled, disobedient or is disrupting the orderly progress of the work, such employee shall be removed from Town of Horizon City's work site and shall not again be employed on it.
- C. Under urgent circumstances, Town of Horizon City's Public Works Director or designee may orally require immediate removal of an employee for cause, to be followed by written confirmation.
- D. Should the Contractor fail to remove such person or persons as required above or fail to furnish suitable and sufficient personnel for the proper prosecution of the work, Town of Horizon City's Public Works Director or designee may, by written notice, suspend the work until the Contractor complies with the provisions of this paragraph.
- E. The Contractor shall pay or cause to be paid, without cost or expense to Town of Horizon City, all Social Security, Unemployment, and Federal Income Withholding taxes of all employees and that all employees shall be paid wages and benefits as required by federal and state law.

## **8. Subcontractors**

- A. The Contractor shall not make any subcontract for performing any portion of the work included in the contract without written notice to and the consent of Town of Horizon City's Public Works Director or designee. Upon request by Town of Horizon City's Public Works Director or designee, the Contractor shall promptly furnish all information to establish that any proposed subcontractor has the necessary facilities, skill, integrity, past experience and financial resources to perform the work in accordance with the terms

and conditions of this contract. Town of Horizon City's Public Works Director or designee shall not unreasonably withhold consent for approval of a subcontract. Town of Horizon City's Public Works Director or designee approval or disapproval of any subcontractor or of a particular process or material will not relieve the Contractor of its responsibility for performance of work as called for under the contract documents and shall not provide a basis for any claim of additional time or money on the part of the Contractor. Such approval shall not be construed to create any contractual relationship between the subcontractor and Town of Horizon City. In no event shall the contract price be increased as a result of the rejection of any subcontractor.

- B. If the use of a subcontractor is permitted, the Contractor shall either require each subcontractor to procure and maintain during the life of the subcontract, subcontractor's insurance of the same types and in the same minimum amounts required by the contract or the Contractor may insure the activities on its policy or policies.
- C. If Town of Horizon City's Public Works Director or designee determines that any proposed subcontractor is unacceptable, Town of Horizon City will so notify the Contractor, who may thereupon submit another proposed subcontractor unless the Contractor decides to do the work itself. Disapproval by Town of Horizon City's Public Works Director or designee of any proposed subcontractor shall not provide a basis for any claim by the Contractor.
- D. If an approved subcontractor fails to properly perform the work undertaken, the subcontractor shall be removed from the job upon request of Town of Horizon City's Public Works Director or designee, following notification to the Contractor in writing of the request for removal and the reason therefore. Each subcontract entered into shall provide that the provisions of this contract shall apply to such subcontractor and its officers and employees in all respects as if the subcontractor and its officers and employees are employees of the Contractor. Town of Horizon City's Director of Public Works or designee's decision not to disapprove of any subcontract shall not relieve the Contractor of any of its responsibilities, duties and liabilities hereunder. The Contractor shall be solely responsible for the acts, omissions, negligence or defaults of its subcontractors and of such subcontractor's officers, agents and employees, each of whom shall, for this purpose, be deemed to be the agent or employee of the Contractor to the extent of its subcontract.
- E. The Contractor agrees to bind each subcontractor, and each subcontractor agrees to be bound by the terms of the contract documents insofar as applicable to its work. The Contractor and each subcontractor jointly and severally agree that nothing in the contract documents or otherwise shall create or be deemed to create any rights in favor of a subcontractor against Town of Horizon City; nor shall be deemed or construed to impose upon Town of Horizon City any obligation, liability or duty to a subcontractor; or to create any contractual relation whatsoever between a subcontractor and Town of Horizon City.
- F. The provisions contained herein shall likewise apply to any sub-subcontracts.

## **9. Safety**

The Contractor shall train its employees or subcontractors in safety procedures, a written copy of such training with those in attendance must be provided upon request from Town of Horizon City. All crews shall have a Contractor's staff supervisor onsite when any work is

being done within Town of Horizon City. The Contractor shall provide first aid kits and fire extinguishers for all crew vehicles. All Vehicles shall be equipped with amber light bars on the roof of each vehicle which will be operational when the vehicle is being used for any street work. All Vehicles shall be marked with a company logo and display all state license numbers, as may be required by state law. Crews shall wear Class 3 safety vests and traffic cones are required at all times when working outside of a building. The current TMUTCD standard must be adhered to when any work requiring work zone traffic control in City streets is required.

## **10. Insurance**

A. The Consultant agrees to maintain the types and amounts of insurance required in this contract throughout the term of the contract. The following insurance policies shall be required:

- a. Commercial General Liability
- b. Business Automobile Liability
- c. Workers' Compensation
- d. Professional Liability

B. For each of these policies, the Consultant's insurance coverage shall be primary with respect to Town of Horizon City, its officials, agents, employees and volunteers. Any insurance or self-insurance carried or obtained by Town of Horizon City, its officials, agents, employees or volunteers, shall be considered in excess of the Consultant's insurance and shall not contribute to it. No term or provision of the indemnification provided by the Consultant to Town of Horizon City pursuant to this contract shall be construed or interpreted as limiting or otherwise affecting the terms of the insurance coverage. All Certificates of Insurance and endorsements shall be furnished to Town of Horizon City's Purchasing Agent at the time of execution of this contract, attached hereto as Exhibit A, and approved by Town of Horizon City *before* work commences.

C. General Requirements Applicable to All Policies.

- 1. Only licensed insurance carriers authorized to do business in the State of Texas shall be accepted.
- 2. Deductibles shall be listed on the certificate of insurance and are acceptable only on an "occurrence" basis.
- 3. "Claims made" policies are not accepted, except for Professional Liability insurance.
- 4. Coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) calendar days prior written notice has been given to Town of Horizon City
- 5. The Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent. Each certificate shall contain the following provisions and warranties:
  - a. The insurance company is licensed and authorized to do business in the State of Texas

- b. The insurance policy is underwritten on forms provided by the Texas State Board of Insurance or ISO
  - c. All endorsements and coverages are included according to the requirements of this Contract
  - d. The form of notice of cancellation, termination, or change in coverage provisions is specified in this attachment
6. Town of Horizon City, its officials, agents, employees, and volunteers are to be listed as Additional Insureds on the Commercial General Liability and Business Automobile Liability Policies. The coverages shall contain no special limitations on the scope of protection afforded Town of Horizon City, its officials, employees, and volunteers.

**D. Commercial General Liability** requirements:

- 1. Coverage shall be written by a carrier rated "A: VIII" or better in accordance with the current A. M. Best Key Rating Guide.
- 2. Minimum Combined Single Limit of \$1,000,000 per occurrence per project for bodily injury and property damage with a \$2,000,000 annual aggregate limit.
- 3. Coverage shall be at least as broad as Insurance Service's Office Number CG 00 01.
- 4. No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for review and acceptance.
- 5. The coverage shall not exclude: premises/operations; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein); and where exposures exist, Explosion, Collapse and Underground coverage.
- 6. Town of Horizon City shall be listed as Additional Insured, and the policy shall be endorsed to waive rights of subrogation, to be primary and non-contributory with regard to any self-insurance or insurance policy held by Town of Horizon City.

**E. Business Automobile Liability** requirements:

- 1. Coverage shall be written by a carrier rated "A: VIII" or better in accordance with the current Best Key Rating Guide.
- 2. Minimum Combined Single Limit of \$1,000,000 per occurrence for bodily injury and property damage.
- 3. The Business Auto Policy must show Symbol 1 in the Covered Autos portion of the liability section in Item 2 of the declarations page.
- 4. The coverage shall include owned, leased or rented autos, non-owned autos, any autos and hired autos.

**F. Workers' Compensation Insurance** requirements:

- 1. Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, *all* employees of the Consultant, the Consultant, *all* employees of any and all subconsultants, and all other persons providing services on the Project must be

covered by a workers compensation insurance policy, either directly through their employer's policy (the Consultant's, or subconsultant's policy) or through an executed coverage agreement on an approved DWC form. Accordingly, if a subconsultant does not have his or her own policy and a coverage agreement is used, Consultants and subconsultants *must* use that portion of the form whereby the hiring Consultant agrees to provide coverage to the employees of the subconsultant. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent Consultant may not be used.

2. The workers compensation insurance shall include the following terms:

- a. Employer's Liability limits of \$1,000,000 for each accident is required.
- b. "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.
- c. Texas must appear in Item 3A of the Worker's Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.

**G. Professional Liability** requirements:

1. Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current A. M. Best Key Rating Guide.
2. Minimum of \$1,000,000 per occurrence and \$2,000,000 aggregate, with a maximum deductible of \$100,000.00. Financial statements shall be furnished to Town of Horizon City upon request.
3. For "claims made" policies, the availability of a 24-month extended reporting period is necessary. The retroactive date shall be shown on the certificate of liability insurance.

**H. Contract Security** requirements:

The Contractor shall furnish a performance bond in an amount at least equal to one hundred percent (100%) of the contract price as security for the faithful performance of this contract and such performance bonds shall be issued for a duration sufficient to cover all warranty periods required by the contract.

A payment bond in an amount not less than one hundred percent (100%) of the contract price, or in a penal sum not less than that prescribed by Town of Horizon City as security for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract.

If a performance or payment bond is in an amount of excess of ten percent (10%) of the surety's capital and surplus, Town of Horizon City will require, as a condition to accepting the bond(s), a written certification from the surety that the surety has reinsured the portion of the risk that exceeds ten percent (10%) of the surety's capital and surplus with one or more reinsurers who are duly authorized, accredited or trusted to do business in the State of Texas. If any portion of

the surety's obligation is reinsured, the amount reinsured may not exceed ten percent (10%) of the reinsurer's capital and surplus.

The performance bond and the payment bond shall be in a form approved by Town of Horizon City. A copy of the payment bond provided for the contract shall clearly and prominently display on the bond or on an attachment to the bond:

- (c) The name, mailing address, physical address and telephone number, including the area code of the surety company to which any notice of claim should be sent; or
- (d) The toll-free telephone number maintained by the Texas Department of Insurance under Subchapter B, Chapter 521.051 Insurance Code, and a statement that the address of the surety company to which any notice of claim should be sent may be obtained from the Texas Department of Insurance by calling the toll-free telephone number.

The surety company providing the payment bond shall designate an agent resident who resides within the County of El Paso and to whom any requisite notices may be delivered and with whom service of process may be rendered in matters arising out of suretyship.

Should the surety exercise its right to take over and perform the contract, the surety shall submit or require the contractor to submit, a payment bond and performance bond that satisfies the requirements set forth in this Section Contract Security.

A bond provided pursuant to this Section Contract Security may be executed only by a surety company that is authorized to write surety bonds in Texas. If the amount of the bond exceeds \$100,000, the surety company must also:

- (a) hold a certificate of authority from the United States Secretary of the Treasury to qualify as a surety on obligations permitted or required under federal law; or
- (b) have obtained reinsurance for any liability in excess of \$100,000 from reinsurer that:
  - (3) Is an authorized reinsurer in this state; and
  - (4) holds a certificate of authority from the United States Secretary of the Treasury to qualify as a surety or reinsurer on obligations permitted or required under federal law.

To determine whether the surety on the bond of the reinsurer holds a certificate of authority from the United States Secretary of the Treasury, a party may conclusively rely on the list published in the Federal Register by the United States Department of Treasury, covering the date on which the bond was executed, of the companies holding certificates of authority as acceptable sureties on federal bonds and as acceptable reinsuring companies.

Additional or Substitute Bond

If at any time, Town of Horizon City, for justifiable cause, shall be or become dissatisfied with any Surety or Sureties upon the Performance or Payment Bonds, the Contractor shall within five (5) consecutive work days after notice from Town of Horizon City to do so, substitute an acceptable bond (or bonds) in such form and sum and signed by such other Surety or Sureties as may be satisfactory to Town of Horizon City. The premiums on such bond (or bonds) shall be paid by the Contractor at no additional costs to Town of Horizon City.

No further payments to the contractor shall be deemed due nor shall be made until the new Surety or Sureties shall have furnished such an acceptable bond to Town of Horizon City.

## **11. Indemnification**

**THE CONTRACTOR OR ITS INSURER WILL INDEMNIFY, DEFEND AND HOLD TOWN OF HORIZON CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS FOR AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, LIABILITY, DAMAGES OR CAUSES OF ACTION, LIABILITY, DAMAGES OR EXPENSE, (INCLUDING BUT NOT LIMITED TO ATTORNEY FEES AND COSTS) FOR ANY DAMAGE TO OR LOSS OF ANY PROPERTY, OR ANY ILLNESS, INJURY, PHYSICAL OR MENTAL IMPAIRMENT, LOSS OF SERVICES, OR DEATH TO ANY PERSON ARISING OUT OF OR RELATED TO THIS CONTRACT. WITHOUT MODIFYING THE CONDITIONS OF PRESERVING, ASSERTING OR ENFORCING ANY LEGAL LIABILITY AGAINST TOWN OF HORIZON CITY AS REQUIRED BY ANY LAW, TOWN OF HORIZON CITY WILL PROMPTLY FORWARD TO THE CONTRACTOR EVERY DEMAND, NOTICE, SUMMONS OR OTHER PROCESS RECEIVED BY TOWN OF HORIZON CITY IN ANY CLAIM OR LEGAL PROCEEDING CONTEMPLATED HEREIN. THE CONSULTANT WILL 1) INVESTIGATE OR CAUSE THE INVESTIGATION OF ACCIDENTS OR OCCURRENCES INVOLVING SUCH INJURIES OR DAMAGES; 2) NEGOTIATE OR CAUSE TO BE NEGOTIATED THE CLAIM AS THE CONTRACTOR MAY DEEM EXPEDIENT; AND 3) DEFEND OR CAUSE TO BE DEFENDED ON BEHALF OF TOWN OF HORIZON CITY ALL SUITS FOR DAMAGES EVEN IF GROUNDLESS, FALSE OR FRAUDULENT, BROUGHT BECAUSE OF SUCH INJURIES OR DAMAGES. THE CONTRACTOR WILL PAY ALL JUDGMENTS FINALLY ESTABLISHING LIABILITY OF TOWN OF HORIZON CITY IN ACTIONS DEAFENED BY THE CONTRACTOR PURSUANT TO THIS SECTION ALONG WITH ALL ATTORNEYS' FEES AND COSTS INCURRED BY TOWN OF HORIZON CITY INCLUDING INTEREST ACCRUING TO THE DATE OF THE PAYMENT BY THE CONTRACTOR, AND PREMIUMS ON ANY APPEAL BONDS. TOWN OF HORIZON CITY, AT ITS ELECTION, WILL HAVE THE RIGHT TO PARTICIPATE IN ANY SUCH NEGOTIATIONS OR LEGAL PROCEEDINGS TO THE EXTENT OF ITS INTEREST. TOWN OF HORIZON CITY WILL NOT BE RESPONSIBLE FOR**



**ANY LOSS OF OR DAMAGE TO THE CONTRACTOR'S PROPERTY FROM ANY CAUSE.**

**12. Gratuities**

Town of Horizon City may, by written notice to the Contractor, cancel this contract without liability to Contractor if it is determined by Town of Horizon City that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of Town of Horizon City with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making or any determinations with respect to the performing of such a contract. In the event this contract is canceled by Town of Horizon City pursuant to this provision, Town of Horizon City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

**13. Right To Assurance**

Whenever one party to this contract in good faith has a reason to question the other party's intent to perform, he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) calendar days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

**14. Assignment--Delegation**

No right or interest in this contract will be assigned or delegation of any obligation made by the Contractor without the written permission of Town of Horizon City. Any attempted assignment or delegation by the Contractor will be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

**15. Interpretation-Parol Evidence**

This writing is intended by the parties as a final expression of their agreement and is intended by also as a complete and exclusive statement of the terms of their contract. No course of prior dealings between the parties and no usage of the trade will be relevant to supplement or explain any term used in this contract. Acceptance or supplement or acquiescence in a course of performance rendered under this contract even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection.

**16. Availability of Funds**

The awarding of this contract is dependent upon the availability of funding. In the event that funds do not become available the contract may be terminated or the scope may be amended. A thirty (300--day written notice will be given to the Contractor and there will be no penalty nor removal charges incurred by Town of Horizon City.

## **17. Workmanship**

All work shall be done in a professional and skillful manner. Town of Horizon City's Public Works Director or designee shall notify the Contractor if the work does not comply with such standards. Town of Horizon City's Public Works Director or designee will resolve any disagreements concerning performance.

## **18. Pesticide Applicator/Irrigators License Required**

The Contractor shall have or shall obtain prior to the beginning date of this Agreement, a Pesticide Applicator License from the Pesticide Division of The Texas Department of Agriculture (TDA). All of the Contractor's employees engaged in the application of regulated herbicides or pesticides shall either have a Pesticide Applicator License or work under the supervision of an individual who has a Pesticide Applicator License. The Contractor shall ensure that the required Pesticide Applicator License(s) is/are maintained throughout the duration of this Contract. Town of Horizon City shall be provided with written documentation of all work performed on the Contractor's letter head.

The Contractor shall also have or shall obtain an irrigator's license from The Texas Commission on Environmental Quality (TCEQ) prior to the beginning date of this Agreement. All of the Contractor's employees engaged in the repair or replacement of regulated irrigation work shall either have an irrigator's license or work under the supervision of an individual who has an irrigator's license. The only exception would be the replacing of sprinkler heads or as may be allowed by state law. The Contractor shall ensure that the required Irrigation License(s) is/are maintained throughout the duration of this contract. On a quarterly basis, Town of Horizon City must be provided with written documentation of all work performed on the property pursuant under the irrigator's license on the Contractor's letter head. Evidence of having complied with this provision shall be provided to the City.

## **19. Compliance with Laws and Ordinances**

The Contractor shall at all times observe and comply with all federal, state and local laws, ordinances and regulations which in any manner affect the Contract or the work and, to the extent allowed by law, shall indemnify and save and hold harmless Town of Horizon City against all claims arising from the violation of any such laws, ordinances and regulations whether by the Contractor, its employees or subcontractors.

## **20. Venue and Law**

For the purposes of determining the place of the Contract and the law governing the same, this Contract is entered into in the Town of Horizon City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue for all purposes shall be in the municipal court of the Town of Horizon City, Texas.

## **21. Severability**

Every provision of this Contract is declared severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Contract.

## **22. Entire Agreement**

This Contract, including the attached Scope of Work, constitutes and expresses the entire agreement between the parties regarding the scope of services specified. It shall not be amended or modified except in writing and signed by all parties.

## **23. Binding Agreement**

The individual signing this Contract acknowledges that he or she is authorized to do so and said individual further warrants that he or she is authorized to commit and bind Contractor to the terms and conditions of this Contract.

## **24. Notices**

All notices provided for herein shall be sufficient if sent by certified or registered mail, return receipt requested, postage fully prepaid, addressed to the proper party at the following addresses:

City: Town of Horizon City  
Attention: Araceli Gonzalez  
Purchasing Agent  
14999 Darrington Road  
Horizon City, Texas 79928

Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Alternatively, to such other addresses as the parties may designate to each other in writing from time-to-time.

## **25. Texas Tort Claims Act**

This Contractor expressly agrees that, in all things relating to this Agreement, Town of Horizon City is performing a governmental function, as defined by the Texas Tort Claims Act. The Contractor further expressly agrees that every act or omission of Town of Horizon City, which, in any way, pertains to or arises out of this Agreement falls within the definition of a governmental function.

Town of Horizon City  
Parks and Ground Maintenance Contract

SIGNATURE PAGE  
(TO BE EXECUTED UPON AWARD)

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**TOWN OF HORIZON CITY**

\_\_\_\_\_  
Andres Renteria  
Mayor

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Sylvia Borunda Firth  
City Attorney

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
Albert Valle, CFM  
Public Works Director

**CONTRACTOR**

\_\_\_\_\_  
Name (printed) \_\_\_\_\_

Title: \_\_\_\_\_

## EXHIBIT A PROJECT REFERENCE FORM

Directions: Request responses from three (3) agencies for which you have provided grounds maintenance services. Provide this form to the owner or owner's representative **directly responsible** for oversight of the maintenance services prior to the date and time listed below for completion. The completed form shall be submitted as part of the Bid packet.

**BID DUE DATE AND TIME:** November 20<sup>th</sup>, 2025 at 2:00 P.M. MDT

**PROJECT NAME:** Parks and Grounds Maintenance Contract \_\_\_\_\_

**NAME OF COMPANY TO BE EVALUATED:** \_\_\_\_\_

**NAME OF PROJECT AND DATES OF SERVICE:** \_\_\_\_\_

**On a scale of 1 to 5 (1 being poor, 5 being excellent) how would you rate this company's performance on the following:**

**Rate: 1- 5**

Bidder's compliance with safety guidelines and service schedules.	
Bidder's ability and willingness to promptly address and resolve new and/or complex issues.	
Bidder's ability to complete tasks in an appropriate, efficient and timely manner.	
Does the bidder provide an adequate and competent workforce to do the job?	
What is your level of overall satisfaction with the company?	
How likely are you to recommend the bidder to someone else?	

**TOTAL POINTS (Maximum 20 points)**

**NAME OF AGENCY OR FIRM SUBMITTING EVALUATION:**

\_\_\_\_\_

**CONTACT INFORMATION (NAME, PHONE, EMAIL, & ADDRESS) OF PERSON  
SUBMITTING EVALUATION:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_