



CITY OF LONGVIEW  
REQUEST FOR PROPOSAL

The enclosed REQUEST FOR PROPOSAL (RFP) and accompanying SPECIFICATIONS are for your convenience in submitting an offer for the enclosed referenced products/services for:

**MOWING SERVICES: PARKS, TRAILS, MEDIANS, & FACILITIES**

**CLOSING DAY AND TIME: Sealed proposals will be received no later than:**

**2:00 P.M. November 12, 2020**

**MARK ENVELOPE:**

**“RFP # 2021-20 MOWING SERVICES: PARKS, TRAILS, MEDIANS, & FACILITIES”**

**RETURN PROPOSAL TO:**

**CITY OF LONGVIEW PURCHASING OFFICE  
PO BOX 1952, 300 W. COTTON (ZIP) 75601  
LONGVIEW, TEXAS 75606**

**A Mandatory Pre-Proposal Meeting will be held on October 15, 2020 at 10:00 AM in the Public Works Training Room located at 933 Mobile Drive, Longview, TX.**

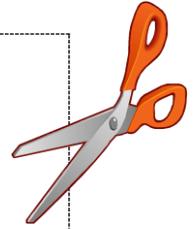
**QUESTIONS** regarding this solicitation should be directed to Amanda Phillips at (903) 237-1322 or [purchasing@longviewtexas.gov](mailto:purchasing@longviewtexas.gov) on or before 5:00 P.M.CT October 30 , 2020. Information in response to any inquiry may be published as an addendum. Addendum can be found on the City of Longview website:

[www.LongviewTexas.gov/Bids](http://www.LongviewTexas.gov/Bids)

Name of firm submitting proposal: \_\_\_\_\_

## REQUEST FOR PROPOSAL

Cut along the outer border and affix this label to your sealed proposal envelope to identify it as a "Sealed Proposal". Be sure to include the name of the company submitting the proposal.



**SEALED RFP & DO NOT OPEN**

**MOWING SERVICES: PARKS, TRAILS, MEDIANS, & FACILITIES**

**RFP No. 2021-20**

**RFP OPENING: November 12, 2020 @ 2:00 P.M. CT**

**For Information Contact:**

**Amanda Phillips**

**(903) 237-1322**

**[aphillips@longviewtexas.gov](mailto:aphillips@longviewtexas.gov)**

Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

**RFPs must be addressed to:**

**Amanda Phillips  
Purchasing Department  
PO Box 1952  
Longview, TX 75606**

**Amanda Phillips  
Purchasing Department  
300 W Cotton St  
Longview, TX 75601**

Or

**REQUEST FOR PROPOSAL**  
**RFP No. 2021-20**  
**MOWING SERVICES: PARKS, TRAILS, MEDIANS, & FACILITIES**

**Purpose**

The City of Longview is accepting proposals to provide mowing and grounds maintenance services for certain city parks, trails, medians and facilities.

**Project Overview:** The City of Longview hereby invites qualified firms or individuals (“Offerors”) to submit proposals to provide mowing and grounds maintenance services. Services include, but are not limited to, mowing, trimming, edging, pruning, herbicide application, litter pick-up, maintaining flower beds and weed-eater cutting for locations listed in this RFP.

- a. The City is soliciting proposals from qualified Offerors who wish to be considered for the award of a contract to perform mowing services in compliance with Attachment 1 “Statement of Work”.
- b. Instructions set forth in this RFP must be followed completely in order to receive full consideration. Should an Offeror be selected for award, any resultant contract is expected to contain substantially the same terms and conditions set forth in Attachment 4 of his RFP. Use of the words “contract” or “agreement” in this RFP does not imply any obligation on the part of the City of Longview to enter into a Contract.

**Pre-Proposal Meeting**

**A mandatory pre-proposal meeting will be held October 15, 2020 at 10:00 AM CT in the Public Works Training Room located at 933 Mobile Drive, Longview, Texas.** This meeting is to answer questions regarding proposal/contract requirements. Due to the importance of all proposers having a clear understanding of the specifications and scope of work requirements in this solicitation, attendance at mandatory pre-proposal meeting is a prerequisite for submitting a proposal. Proposals will only be accepted from those who are represented at the pre-proposal meeting. Attendance at the pre-proposal meeting will be evidenced by the representative’s signature on the attendance roster. Proposers are asked to view the sites on their own prior to the mandatory pre-proposal meeting and come prepared with questions. Potential proposers are welcome and encouraged to take any measurements needed during their site visits. Location addresses and maps for all locations included in this contract can be accessed at the following link: <https://cloud.longviewtexas.gov/maps/consolidatedmowing/>

**Inquiries:** Questions regarding this request for Proposals must be directed to Purchasing Department, (903) 237-1322 or emailed to [purchasing@longviewtexas.gov](mailto:purchasing@longviewtexas.gov) no later than 5:00 PM October 30, 2020. Offerors shall initiate all inquiries through the Purchasing Office during the period beginning at the publication of the RFP and ending at the final award of the Contract.

Offerors should thoroughly review the entire RFP prior to requests for clarifications and shall submit written questions no later than the day designated on the invitation page. The City may post addendums in order to clarify specifications and afford equal opportunity for all Offerors.

## SECTION 1 - INSTRUCTIONS TO OFFERORS

### General

- a. Proposals must be submitted no later than 2:00 P.M. CT November 12, 2020 as indicated on the invitation page. Late proposals will be returned unopened to the Offeror. If proposals are sent by mail to the Purchasing Department, the Offeror shall be responsible for actual delivery of the proposal to the Purchasing Department before the advertised date and hour for opening of proposals. If mail is delayed either in the postal service, courier, or in the internal mail system of the City of Longview beyond the date and hour set for the opening, proposals thus delayed will not be considered and will be returned unopened. **Facsimile Transmittal or Electronic (Email) submissions will not be accepted.**
- b. Proposal must be submitted in a sealed envelope to the following address:

**Mailing Address:**  
**Purchasing Department**  
**ATTN: Amanda Phillips**  
**P.O Box 1952**  
**Longview, Texas 75606**

**Physical Address:**  
**Purchasing Department**  
**ATTN: Amanda Phillips**  
**300 West Cotton Street**  
**Longview, Texas 75601**

**The envelope must be clearly marked with the RFP No. 2021-20 MOWING SERVICES: PARKS, TRAILS, MEDIANS, & FACILITIES. Proposals must be submitted in the format specified.**

- c. Offerors assume all costs associated with the submission of a proposal including any potential cost for travel and time in negotiations or interviews.
- d. Offers must be valid for a minimum of one hundred twenty (120) days commencing on the day of the proposal opening.
- e. It is understood that the City of Longview, Texas (City) reserves the right to accept or reject, in part or in whole, any or all proposals for any or all products and/or services covered in this request and to waive informalities or defects in RFPs or proposals and to accept such RFPs or proposals as it deems in the best interests of the City of Longview. The City of Longview reserves the right to negotiate all aspects of the successful proposer's response. The City of Longview reserved the right to negotiate additional work as needed.
- f. Proposals will be opened at stated time and location, but contents of the proposals will not be subject to public review. Only the names of the Offerors will be read aloud.

### List of Attachments/Exhibits

The following Attachments/Exhibits are hereby incorporated into this Request for Proposal and are required to be included in RFP submission.

- Form A – Offer Statement and Business Information
- Attachment 1 – Statement of Work
- Attachment 2-- Cost Response Sheets
- Attachment 3 -- Reference Sheet
- Attachment 4 – Terms and Conditions
- Attachment 5 – House Bill 89 Verification Form
- Attachment 6– Conflict of Interest Questionnaire
- Attachment 7– Sample Performance Bond

## **Proposal Format**

Offeror shall:

- a. Submit proposal on standard 8 ½" x 11" papers.
- b. A total of one (1) unbound original and four (4) copies of proposal must be received by the date and time set forth in this RFP. The City, at its discretion, may make additional copies of the proposal for the purpose of evaluation only. The original proposal will include original signatures, in ink, by the authorized personnel, on all documents that require an authorized signature. The costs for developing proposals in response to the RFP are entirely the obligation of the Offeror and shall not be chargeable in any manner to the City.
- c. Submit proposal information in the specified order under submittal requirements.

## **Submittal Requirements**

Each proposal shall include, as a minimum, the following information:

### **Offer Statement and Business Information**

- a. Execute "Form A" Offer Statement and Business Information. An individual authorized to bind the Offeror must sign the statement and date the signatures on the actual date signed.
- b. List the name and phone number of the representative authorized to negotiate on behalf of the Offeror and answer any questions regarding the proposal.
- c. Include acknowledgement of any RFP addenda. Addenda will be posted on the City of Longview website: [www.LongviewTexas.gov/bids](http://www.LongviewTexas.gov/bids) or may be obtained by calling the purchasing office at 903-237-1322. It is the Offeror's responsibility to obtain any addenda.

### **Work Plan**

- a. Demonstrate ability to provide service in accordance with the Statement of Work. The Offeror should have experience with commercial grounds maintenance services.
- b. Include a complete description of work plan including but not limited to; number of people currently employed and their length of service with company, number of people needed for each property, work schedule and specific equipment to be used. List any subcontractors and duties that they will be performing. List all currently owned equipment that will be used in the performance of this contract. Outline a communications process.
- c. Address all items in Attachment 1, Statement of Work

### **Experience/Qualifications/References**

- a. The Offeror must be currently engaged in operating a commercial mowing and maintenance service and have operated said service continuously for the past three (3) calendar years.
- b. List qualifications and experience in providing similar commercial mowing services that are similar in size and required duties; Include history of Offeror and listing of key personnel.
- c. Provide three (3) references, other than the City of Longview for whom the Offeror has provided the type of services described herein for a period of no less than 3 continuous years. These references must include the name of the entity served, the name of the contact person, their physical and mailing address, and direct contact telephone number and email. As a result, proposals which include

documentation of grounds maintenance service that is of similar size and diversity will be viewed more favorably.

- d. Performance Expectations-Include information requested from the Performance Expectation Section.
- e. Include copies of all herbicide licenses that will be used in the performance of this contract.
- f. List all subcontractors that will be used in the performance of this contract. Include name, address, phone number and list of duties. List the subcontractor experience.

### **Equipment**

Provide a detailed list and photos of equipment that will be used in the performance of this contract, including currently owned, leased or subcontracted equipment. If contractor is planning to purchase equipment should they be awarded the contract, provide a detailed list and photos of all equipment to be purchased along with proof of ability to purchase. Proof of ability to purchase may be a letter from bank.

### **Project Timeline**

The anticipated start date of this contract is January 1, 2021.

### **Exceptions to the RFP**

In this section the Offeror shall list any exceptions taken to the RFP or to Attachment 2 "Terms and Conditions". It is intended that any resultant contract that is awarded is expected to contain substantially the same terms and conditions set forth in Attachment 2.

### **Cost of Service**

Completed proposal cost sheets.

## **SECTION 2 – AWARD OF PROPOSAL**

The City is under no obligation to award a contract for these services based on the received proposals. The basis for any potential award would be the review and evaluation of submitted proposals and award recommendations based on the offers most advantageous to the City, taking into consideration evaluation criteria listed in this RFP document. The City may award a contract based on the original submissions with or without further presentation. Award of any contract(s) will be subject to final approval of the City Council. City of Longview will negotiate the length of the contract, but reserves the right to negotiate up to a 5 year contract. Miscellaneous Allowance: The City of Longview reserves the right, at the City's discretion, to negotiate a miscellaneous allowance for possible unforeseen circumstances or additional work. Miscellaneous allowance is at the sole discretion of the City Longview, both availability and amount. In no way is the City obligated to include a miscellaneous allowance in any resulting contract. Should a miscellaneous allowance be included in the resulting contract, use of miscellaneous allowance is at the sole discretion of the City of Longview and shall be pre-approved in advance of any work being performed. The City of Longview reserves the right to negotiate all aspects of the successful proposer's response.

### **Evaluation Criteria**

The following criteria will be used by City staff to evaluate the proposal:

- 30% Work plan; including all items listed in the section titled Work Plan, as well as all items listed in Attachment 1 – Statement of Work.
- 30% Experience/Qualifications/References; including current and previous grounds maintenance contracts, and experience of personnel. Any item listed under section titled Experience/Qualifications/References as well as section titled Performance Expectations. Past relationship doing business with the City of Longview.
- 10% Currently owned equipment and planned purchases.
- 20% Cost of Service
- 10% Responsiveness to complying with the RFP requirements. Any items submitted as exceptions to the RFP

A committee will conduct evaluation of proposals received as of Proposal closing date and time. All related costs will be the sole responsibility of the Offerors.

### **Award Criteria**

City staff may choose to request any additional information as deemed necessary to assist in the determination of contract award. The City reserves the right to negotiate a best and final offer with the selected Offeror. Award of contract will be subject to final approval by City Council.

### **Performance Expectations**

If the Offeror has had a contract terminated for default during the past five (5) years, all such incidents must be described. "Termination for default" is defined as notice to stop performance due to the Offeror's non-performance or poor performance, and the issue was either (a) not litigated; or (b) litigated and such litigation determined the Offeror to be in default. Submit full details of all terminations for default experienced by the Offeror during the past five (5) years, including the other party's name, address and telephone number. Present the Offeror's position on the matter. The City will evaluate the facts and may, at its sole

discretion, reject the Offeror's proposal if the facts discovered indicate that the completion of a contract resulting from this RFP may be jeopardized by selection of the Offeror.

If the Offeror has experienced no such termination for default in the past five (5) years, so declare.

If the Offeror has had a contract terminated for convenience, non-performance, non-allocation of funds or any other reason, which termination occurred before the completion of the contract, during the past five (5) years, describe fully all such terminations, including the name, address and telephone number of the other contracting party.

## **Definitions**

**Area Inspector** shall mean the duly authorized representative of City of Longview who will monitor the Contractor's progress, verify completion of tasks/cycles, and give direction in the project areas to which the Contractor is assigned.

**Brush Hog** shall mean to clear land of trees, brush and grass using a rotary mower pulled behind a tractor.

**Contract Administrator** shall mean the Division Manager responsible for administration of the Contract.

**Compost Items** items such as limbs and clean yard waste. No plastic bags or trash are allowed. Logs and limbs no longer than 10 feet and no larger than 24 inches in circumference can be disposed of at the site. No treated lumber or wood is allowed at the site. This includes any wood that has been painted or stained. All loads are checked at the gate prior to disposal of items. Please call the Compost site at 903-237-2735 if there are any questions regarding items allowed.

**Creeks** shall mean low areas with constant water flow.

**Cycle** shall refer to each time period in the Ground Maintenance Schedule and includes one complete mowing service of each location including duties, additional duties and any special instructions for that location.

**Debris** shall mean litter, trash, garbage, tree limbs, fragments, remains, ruins, rocks, rubble, or loose materials of any nature, which may detract from the appearance, safety, or use of the Property. Compost items can be taken to the City of Longview Compost site for disposal at no cost to the Contractor. Please see the definition for "Compost items" for information on what items are allowed to be disposed of at the Compost site. Contractor shall be responsible for landfill fees, if any, associated with the disposal of debris/litter.

**Debris/Bullet Shell Casings** shall mean trash, garbage, tree limbs, fragments, remains, ruins, rocks, rubble, or loose materials of any nature, bullet shell casings (whether empty or live rounds) which may detract from the appearance, safety, or use of the Property.

**Ditches** shall refer to low areas on our properties that drain to creeks or drains.

**Edging** shall refer to the vertical removal of any and all plant material, which encroaches over or onto sidewalks (both sides), curbs, steps, driveways, and pavement using a mechanical edger. Edges shall be vertical, minimum depth of one inch (1") and minimum width of one-fourth inch (1/4"). String trimmers may be used to maintain edged curb after the first initial cutting annually.

**Fence lines** shall refer to a stationary line dividing either a facility from a walk area or the city of

Longview's property and the property owner adjacent to ours. Fences will be made of materials such as wood, pipe, metal, concrete, etc...

**Foreign growth** is defined as unwanted and unnatural growth of plants to include all weeds, vines, briars, and other noxious plants.

**Growing Season** – shall mean March thru October of the calendar year.

**Herbicide requirements** shall refer to the use of a herbicide (such as Arsenal ground barrier or long term chemical) and/or an approved equal containing a pre-emergent (such as Surflan or an approved equal) as an alternative to the physical removal or cutting of plant material from hard surface areas including sidewalk joints, cracks, pavements, medians, etc. Written approval for the application of herbicides at any location shall be obtained from the Contract Manager prior to the use of the same. Application of any approved herbicide shall be in compliance with the Texas Department of Agriculture or Structural Pest Control Board. Roundup or approved equal with a pre-emergent may be sprayed in high maintenance areas such as trees, telephone poles, sign poles, playground equipment, etc., to reduce high maintenance cost by contractor. **Contractor or subcontractor shall maintain current Herbicide Applicators license throughout life of the contract.**

**Inclement weather** shall mean rainy weather, cold weather, or hot weather when the condition of the soil is such that the rutting of property, or when the conditions are such that there will be damage to vegetation, or when conditions are such that equipment operation will contribute to the pollution of the atmosphere or any weather condition that will not allow cutting of grass to be accomplished satisfactorily.

**Landscaping Flower Bed Maintenance** shall refer to identified flowers beds and shall include weeding, trimming and mulching.

**Litter** shall mean any debris, trash, garbage, tree limbs, fragments, remains, ruins, and rubble or loose materials of any nature, which may distract from the appearance of the landscaping areas. Such terms shall include, but not be limited to, paper, cans, bottles, limbs, broken glass, etc., which are not intended to be present as part of the landscape. Compost items can be taken to the City of Longview Compost site for disposal at no cost to the Contractor. Please see the definition for "Compost items" for information on what items are allowed to be disposed of at the Compost site. Contractor shall be responsible for landfill fees, if any, associated with the disposal of debris/litter.

**Litter removal** shall mean the removal of litter and debris from the assigned landscaping maintenance project area as determined by the Area Inspector. *Litter removal* shall require sweeping or blowing of hard surface areas such as sidewalks and driveways. The issuance of a work order for Litter Removal only does not require mowing, trimming, landscaping or edging. Contractor shall not utilize City of Longview facilities trash cans or dumpsters for litter removal.

**Maintenance & Landscaping cycle** shall refer to each time period in the lawn maintenance and landscaping schedule in which work is performed.

**Master Duties List** contains requirements for all locations of this contract.

**Mulch areas** shall refer to those areas adjacent to trees, shrub beds, and other purposefully planted landscape areas in which all weed growth shall be removed. Mulch areas are non-mowing but subject to litter removal.

**Ornamental trees**- shall refer to as Crape Myrtles, Bradford pears, Yaupons, etc.

**Pruning** shall refer to trimming (a tree, shrub, or bush) by cutting away dead or overgrown branches or stems, especially to increase fruitfulness and growth.

**Scalping** shall refer to any action, which results in the mowing of any turf area below one and one half inches (1 1/2") in height down to and including the soil.

**Shrub bed** shall mean any purposefully planted domestic, ornamental plant growth.

**Sucker growth** shall mean the incidental vegetative growth arising from the base and lower trunk areas, which are not essential to the overall wellbeing of the plant.

**Trimming** shall refer to the cutting or removal of all plant material immediately adjacent to or under the structures, trees, poles, culverts, guardrails, concrete walls, walkways, driveways, manhole lids, tables, signs, fences, shrub beds, sculptures, artwork, etc. using a string trimmer. Trimming shall also include removal of all plant material from expansion joints and any other cracks in curbs, sidewalks (both sides), driveways, parking lots and any other concrete surface within the right-of-way. Trimming is not required on the outside of property boundary fences.

**Work** shall refer to those landscaping and maintenance services required in this Agreement, including, but not limited to, mowing, trimming, edging, pruning, herbicide application, and litter removal as well as any other related services for the Property specified in this Agreement.

**FORM A**

**OFFER STATEMENT AND BUSINESS INFORMATION**

This proposal is submitted in response to the Request for Proposal No. 2021-20 Mowing Services: Parks, Trails, Medians & Facilities and constitutes an offer by this Offeror to enter into a contract as described herein. I hereby certify that the foregoing proposal has not been prepared in collusion with any other Offeror or other persons engaged in the same line of business prior to the official receipt of this proposal. Further, I certify that the officer is not now, nor has ever been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services offered, or to influence any person or persons to offer or not to offer thereon.

|                      |                    |            |
|----------------------|--------------------|------------|
| _____                | _____              | _____      |
| AUTHORIZED SIGNATURE | LEGAL NAME OF FIRM |            |
| _____                | _____              |            |
| PRINTED NAME         | TODAY'S DATE       |            |
| _____                | _____              | _____      |
| TITLE                | TELEPHONE NUMBER   | FAX NUMBER |
| _____                |                    |            |
| ADDRESS OF FIRM      |                    |            |
| _____                | _____              | _____      |
| CITY                 | STATE              | ZIP CODE   |
| EMAIL ADDRESS _____  |                    |            |

ADDENDA ACKNOWLEDGED

Addendum No. \_\_\_\_\_ Initial \_\_\_\_\_

Addendum No. \_\_\_\_\_ Initial \_\_\_\_\_

Addendum No. \_\_\_\_\_ Initial \_\_\_\_\_

STATE RESIDENT CERTIFICATION: Our principal place of business or corporate office is in the State of Texas. YES \_\_\_\_\_ NO \_\_\_\_\_

LOCAL RESIDENT CERTIFICATION: Our principal place of business or corporate office is in the City of Longview, State of Texas. YES \_\_\_\_\_ NO \_\_\_\_\_

NON-RESIDENT CERTIFICATION: Our principal place of business is \_\_\_\_\_

## ATTACHMENT 1

### STATEMENT OF WORK

#### Background

It is the intent of this document to describe the services required for mowing, trimming, litter/debris removal, flower bed maintenance and edging at certain City locations listed in this RFP document. The City of Longview wishes to contract with experienced commercial grounds maintenance professionals who have a minimum of three (3) years' experience in commercial grounds maintenance contracting. Proposers shall provide with RFP response a list of at least three (3) references, other than the City of Longview for which commercial grounds maintenance services of the same type and to the same degree as required in this RFP document were provided within the last three years. Proposer's references must show three years of continuous commercial grounds maintenance experience. Failure to submit a list of qualified references may cause proposal to be disqualified. The City reserves the right to contact any or all references prior to use in the evaluation process. The responses of references will be considered in the evaluation process.

#### General Information

Locations and details of properties included in this contract can be viewed at the following link:

<https://cloud.longviewtexas.gov/maps/consolidatedmowing/>

**ACREAGE LISTED ON MAPS AND IN THIS RFP DOCUMENT ARE ESTIMATES ONLY AND INCLUDE CURBS, PARKING LOTS AND OTHER NON-MOWING AREAS THAT ARE REQUIRED TO BE MAINTAINED. PROPOSERS ARE ADVISED TO SURVEY THE SITES AND DO THEIR OWN MEASUREMENTS.**

It is the intent of the City of Longview to award by Contract. The City wishes to contract with one contractor for all groups for all locations. Subcontracting is allowed. The cycles listed are for the purpose of estimating work and evaluation of RFPs. The City does not warrant all cycles will be required to maintain the properties and reserves the right to add or delete cycles or work as conditions or circumstances dictate. Each proposer must inform himself of the conditions relating to the mowing and duties of each location as well as the equipment and labor needed. Failure to do so will not relieve a successful Proposer of his obligation to furnish all material and labor necessary to carry out the provisions of this contract.

In order to keep an aesthetically pleasing appearance, herbicide application must be used in the performance of this contract. Should awarded contractor not have a herbicide license **(from the Texas Department of Agriculture or Texas Structural Pest Control Board to administer pesticides and herbicides in the State of Texas)**, he then must have on file with the City of Longview a subcontractor with the required herbicide license. Contractor and/or designated Subcontractor **must** have and maintain for the entire contract period a current herbicide license. Contractor must provide copies of herbicide licenses with RFP submission.

If any portion of this contract is subcontracted out, it must be disclosed in this the proposers submission. The name and address of the subcontractor shall be listed, along with a description of the work to be provided. Subcontractor must provide proof of insurance with submission in accordance with the insurance requirements listed in this document.

## Scope of Work:

The City of Longview is accepting proposals to provide commercial mowing and grounds maintenance services for properties listed in this proposal document. Specific work to be performed at each location is listed on the interactive map. The link for the interactive map is listed above.

## CONTRACTOR'S RESPONSIBILITIES

Contractor will be required to mow, trim, edge, prune, herbicide, pick-up litter, flower bed maintenance and weed-eater cut property according to the online map and master duties list. The contractor shall provide all equipment and personnel necessary to accomplish a professional result with no scalping or damage to turf or ground cover. The Contract Administrator may authorize additional work or adjust work schedules in consideration of unusual weather or special events.

- a. *Blowing:*** The contractor shall be responsible for the blowing off of any cut materials (grasses, weeds, etc.) that are left on exposed concrete surfaces to include sidewalks and driveways prior to leaving the property.
- b. *Brush Hog:*** Currently, no locations have this requirement marked. Brush Hogging may be requested on an as needed basis for certain locations.
- c. *Construction:*** Items containing an "X" in the Construction column on the Master Duties list have current construction under way. The requirements for these locations will be needed in the future. The dates listed within the Master Duties list for these locations are approximate.
- d. *Creeks and Ditches:*** The Contractor will be responsible for mowing, weed eating, trimming, any low areas including ditches on the property, excepting creeks. The Contractor will be responsible for mowing as closely as possible to edges of creeks and trimming any overhanging or unsightly growth from steep or severe slopes adjacent to creeks. The growth from the creek shall be no higher than the grass along the edge. Herbicide application may be permitted upon proper approval by Contract Administrator.
- e. *Damages:*** The Contractor will be responsible for any damages incurred in the process of maintaining the properties. Any and all damages including but not limited to sprinkler system components, sidewalks, curbs, shrubs, trees, hedges, flowers, pots, glass windows, glass doors, monuments, benches or other property damage as a result of the performance of lawn care task outlined shall be repaired or replaced within ten (10) days. Repairs are subject to the approval of the Area Inspector and shall be at no cost to the City. Shrub beds and mulch areas shall be reshaped within twenty-four (24) hours if or when they are dislodged by mowing equipment or any other equipment or personnel of the Contractor.
- f. *Edging:*** All sidewalks, curbs and steps must be mechanically edged to a one inch (1") depth and one-fourth inch (1/4") width where they exist using a metal blade exposing the concrete surface, the initial edging shall be completed by the end of the first maintenance cycle annually and all edges must be maintained through duration of the Agreement. Edging may be maintained with a string line trimmer after the first initial mechanically edged cut. The Contractor when edging shall use a vertical cut approach. All material dislodged by edging must be removed from the site prior to the Contractor or his work crew exiting such site. Sidewalks must be edged on both sides. Herbicide cannot be used in place of edging.
- g. *Equipment:*** The Contractor shall use the equipment, which is declared in the Contractor's RFP document, or equipment of a comparable or higher quality for the performance of obligations under this Agreement. Mowing equipment shall be equipped with sharp blades so as not to tear but cleanly cut the

blades of grass. Additionally, Contractor shall maintain or have immediate access to adequate backup (reserve) equipment in order to sustain continuous operations in the event of equipment failure. The use of insufficient and/or inadequate machinery or equipment as determined by the Contract Manager or the Area Inspector shall be deemed a breach of this Agreement. Proposers shall submit a list of all equipment in their current inventory to be used in the work covered by this contract and the location where that equipment is currently stored.

- h. Fence lines:** The Contractor is required where noted to trim both sides of any fences except for "property-line" fences which are required to be trimmed only on the City's property side.
- i. Flower Bed Maintenance:** Weeding, trimming and mulching (3-4 inches thick). Flower beds shall be kept weed free and trimmed neatly at each cycle. Mulch shall be applied once per year (must be January thru March 15) three inches thick at contractor's expense. Mulch used in the performance of this contract shall be dark brown hard wood. Mulch shall be provided at contractor's expense. Mulch used in this contract applies to flower beds only, playground areas are not included.
- j. Herbicide Application:** Contractor shall keep all curb and gutter joints, sidewalk joints and paved areas free of grass and weeds, including curbs and gutter lines and joints in the sidewalks. This may be accomplished by the use of an approved herbicide. Prior to using a herbicide, the Contractor shall obtain written permission to use the herbicides from the Area Inspector and shall provide all material safety data sheets and Proof of Certification of each person licensed by the Texas Department of Agriculture or Structural Pest Control Board to administer pesticides and herbicides in the State of Texas to the City prior to the herbicide being applied. All herbicides shall be applied according to the manufacturer's specifications. Herbicide application may be subcontracted out by contractor. Contractor must obtain written approval from City to use a sub-contractor. All subcontractors **must** be licensed and provide license to City representative prior to performing any work. All subcontractors must have and maintain insurance as listed in this document. Proof of insurance must be provided to the City prior to any work being performed. City of Longview shall be listed as added insured on policy.
- k. Litter Removal:** Contractor shall pick up litter and debris throughout the Property prior to mowing or performing any Work. Contractor shall remove all litter from the gutters, sidewalks, flowerbeds, and rights-of-way. All fallen tree branches shall be removed before each mowing. The Contractor shall remove excessive grass clippings. Removal and disposal of litter and debris shall be the sole responsibility of the Contractor, and the Contractor agrees that he shall be responsible for landfill fees, if any, associated with the disposal of the litter and debris. Any litter, mowed over, cut or broken during maintenance operations, shall be completely removed from the Property immediately and prior to proceeding with the maintenance of other areas. Contractor shall not utilize City trash cans or dumpsters for grass clippings, limb trimmings, tree branches, vines, or any lawn or grounds maintenance refuse. Compost items can be taken to the City of Longview Compost site for disposal at no cost to the Contractor. Please see the definition for "Compost items" for information on what items are allowed to be disposed of at the Compost site. Contractor shall be responsible for landfill fees, if any, associated with the disposal of debris/litter.
- l. Mowing:** The grass shall be mowed to an approximate height of one and one-half inch (1-1/2") to two inches (2") each cycle (refer to each category for frequencies) during the growing season. Where possible, mowing operations are to be performed at an oblique angle or 90 degrees to the previous mowing operations to prevent the formation of ruts or obvious indentations in the turf produced by mowing in the same direction at each mowing. Upon completion, a mowed area shall be made free of clumped grass and tire tracks or ruts from the mowing equipment. Turf shall be cut in a professional manner so as not to scalp turf or leave areas of clippings on any paved surface such as streets, parking lots, sidewalks or driveways or on adjacent properties. Any material so discharged shall be removed immediately prior to proceeding with Work on another Property. Removal of cut grass from the ground areas where growth occurred will not be required. Cut grass and debris which falls or is thrown by equipment upon the pavement streets, sidewalks, driveways or adjacent properties through the action of

the Contractor or his work crew shall be removed from the area prior to the exit of the Contractor or his work crew from the Property of the immediate work site.

- m. *Mulching:*** Mulching at all locations in this contract will be completed annually (January thru March 15) to a depth of 3 inches in these areas at contractor's expense. Mulch shall be applied to all flower beds, not playground areas. Turning the mulch should be done at least once during the season to rejuvenate the area and freshen the appearance. Turning schedule shall be at the direction of the Contract Administrator or her designee.
- n. *Patrons:*** Care shall be taken that grounds maintenance duties shall not interfere with patrons experience while visiting City parks and/or facilities.
- o. *Personnel:*** Contract shall provide personnel and insurance sufficient to accomplish the work according to deadlines. Personnel shall be in clean uniforms (company issued shirt that identifies the Contractor by name) in good condition. All employees shall wear protective eyewear meeting the Z89.1 safety specification when operating motorized equipment. Contractor shall provide supervision of all work crews at all times while performing Work under this Agreement. Personal supervision is not required provided that radio equipment or other communications devices are provided which enable the work crew to communicate with the Contractor at any time. Each work crew provided by the Contractor shall have a designated person on the work site with the authority to respond to inquiries of the Contract Manager or Area Inspector about work details or priorities.
- p. *Pruning:*** All shrubs, vines, and trees shall be kept pruned according to the recommended National Recreation and Park Association and Horticultural Practices. All low lying limbs shall be trimmed as to allow for adequate clearance of mowing equipment.
- q. *Removal of debris:*** The contractor will be required to remove rocks, pebbles, glass, and refuse that accumulate in the curb gutters by sweeping them into a catch pan and removing them from the site. Leaves shall be cleared from parking lots. Limbs that are collected from City of Longview properties can be taken to the City of Longview Compost site for disposal at no cost to the contractor.
- r. *Removal of weeds and unwanted plant growth:*** All plant growth in cracks, seams and/or joints of paved areas such as sidewalks, curbs, parking areas and driveways shall be cut down to the pavement surface during the completion of each maintenance cycle. All vines must be removed where they exist as a result of natural growth and not planted by intent as part of landscaping material, i.e., poison ivy, wild grape, Virginia creeper, etc. All are to be pruned removed and the stump treated with herbicide to prevent regrowth. Contractor will be responsible throughout the Agreement period to manually remove all weeds and foreign plant growth from shrub beds, mulched areas, and interior play areas during each cycle. Weeds and foreign growth in the shrub beds may be controlled with selective herbicides if Contractor has sought and obtained prior written approval of the Contract Manager prior to the herbicide application. A copy of your Herbicide Applicator license is required with the RFP. Contractor will remove all sucker growth from the bases and lower trunks of trees within the project area. Damages to trees or shrubs will be considered a breach of this Agreement and the Contractor shall be assessed for liquidated damages for the same.
- s. *Safety:*** The Contractor shall ensure that his/her employees work in a safe manner and shall provide training and safety equipment necessary to guard against injury to persons or property while on City property.
- t. *Traffic Control:*** The contractor shall be responsible for any required traffic control while mowing next to streets, crossing streets, or parking equipment.

- u. *Trimming:*** All structures, trees, poles, tables, signs, fences, and shrub beds are to be trimmed closely. The Contractor will be responsible for replacement or compensation for damaged plant materials. Please note that some locations require trimming around the AC Unit.
- v. *Winter Rye Planting:*** When the weather becomes suitable, winter rye grass shall be planted in designated areas as identified by the contract administrator. The goal in planting winter rye is to obtain a lush, thick green carpet of grass during the late fall, winter, and early spring months. In some areas, once the rye grass starts to grow, a second seeding in some areas may be necessary. Rye planting will be done at the contractor expense.

## **ON DEMAND MOWING/GROUNDS MAINTENANCE**

The successful Contractor(s) will be required to provide additional mowing cycles as a result of special events. The City will make every effort to give Contractor sufficient notice if additional cycles are required. On demand mowing shall be billed at the line item pricing listed in the contract for each individual property.

## **PERFORMANCE MONITORING**

Performance will be monitored on a regular basis. City of Longview staff will report any unsatisfactory service to the Contractor's office and to the Purchasing office. Repeated unsatisfactory service will be grounds for termination of the Contract. Damage to property and failure to replace or repair damaged grounds or structures will be grounds for termination of the Contract.

Awarded Contractor shall be required to meet with the City of Longview Contract Administrator monthly for the term of this contract. The meeting is to allow for open lines of communication giving both the city and the contractor opportunity to clarify contract requirements and to discuss contractor performance. Quarterly meetings shall be required for subsequent renewal years as needed and requested by the City of Longview Contract Administrator.

## **INDEPENDENT CONTRACTOR**

The Contractor(s) will operate as an independent contractor and not as an agent or employee of the City and shall control his operations at the work site and be solely responsible for the acts or omissions of his employees. No subcontracting without the written consent of the City of Longview is allowed. Awarded contractor is responsible for all actions of all subcontractors used in the performance of this contract.

## **PERFORMANCE BOND**

A Performance Bond is required for this contract. Performance Bond shall be in the amount equal to three (3) full mowing months, or 13 mowing cycles (whichever is greater) of the cost per contract. Unless otherwise approved in writing by the OWNER, the surety company underwriting the bond shall be acceptable according to the latest list of companies holding certificates of authority from the Secretary of the Treasury of the United States. The cost of the premium for the performance bond shall be included in the CONTRACTOR'S proposal price as listed. A line item has been provided on the cost proposal sheet.

**Performance bond shall be issued in the City of Longview format provided in Attachment 7 of this RFP document.**

**Successful Proposer must provide the performance bond, in the required amount and on the conditions required within 10 calendar days after notification of award. Failure to provide required performance bond within the stated timeframe may result in termination of the contract. Upon termination, City of Longview reserves the right to negotiate and award a contract to proposer scoring next highest in evaluation criteria.**

## **WORK SCHEDULE**

Both the Contractor and the City acknowledge that time is of the essence in this Agreement. Contractor shall perform all of the Work required herein on the sites during each maintenance cycle as denoted in RFP/contract

document. The Contract Administrator has the authority to cancel and/or add scheduled maintenance cycles, properties, and/or work required at any time. Such cancellation/additions shall be based upon need, prevailing weather conditions, and available funding. The Contractor shall be notified of any cancellation/addition at such time that the work order is requested for any maintenance cycle or at any other time thereafter as may be deemed appropriate by the Contract Manager. Any additional work shall be billed at the rates published in the RFP documents. The Contract Administrator will require the Contractor to provide estimates of total cost prior to work being performed.

### **REPORTING AND INVOICING**

All payments shall be for actual services rendered. Contractor will provide written confirmation of completion of each cycle, including service dates, service location, total charges and describing any additional work that was authorized. Contractor shall invoice the City Monthly for sites completed and inspected as of the date of invoicing. The City standard terms are net 30. No other terms will be accepted

### **INSTRUCTIONS**

Proposers are instructed to survey the site and calculate costs, satisfy themselves as to the expenses and complications of servicing all listed locations.

# **SPECIAL INSTRUCTIONS FOR CERTAIN LOCATIONS**

## **Athletic Complex**

**Mowing:** Height of grass on the athletic fields is critical, and needs to be measured and verified by the Area Inspector to the appropriate height. Height will vary depending on field and time of year. Check with Area Inspector prior to each mowing cycle. Mowing operations are to be performed at an oblique angle or 90 degrees to the previous mowing operations to prevent the formation of ruts or obvious indentations in the turf produced by mowing in the same direction at each mowing. If inclement weather delays scheduled mowing cycles and turf height is such that more than 1/3 of the leaf surface area will be cut at one time, the contractor will lower mowing height over the next two mowings to avoid scalping the turf.

**Herbicide Application:** Use of herbicides shall not be used on athletic fields.

## **Open Space Parks, Trails and Medians**

**Trails:** Trails shall be mowed from the paved edge of trail to the wood line, adjacent property line or 35 feet in the absence of either of those. Wood line is considered disrupted if 3 or more trees are greater than 20 feet of apart. Cargill Trail is approximately 3.0 miles long. Paul G. Boorman trail is approximately 3.0 miles long. Julieanna Trail is approximately .75 miles long. Akin Trail is approximately .37 miles long. Guthrie Trail is approximately 3.5 miles long.

**Bridges Along Trail:** Cut to the channel & 10 feet away from guardrail, abutment or headwall.

**Pruning:** Limbs may be removed on trees to allow equipment to pass underneath.

## **Police Firing Range**

Debris and bullet shell casing removal: contractor shall walk the property prior to mowing or performing any work to ensure grounds are free of bullet shell casings (whether empty or live rounds) and other debris. All fallen tree branches shall be removed before each mowing. bullet shell casings shall be deposited in marked container; all other debris shall be disposed of by the contractor. Contractor shall be responsible for landfill fees, if any, associated with the disposal of the debris. Any debris, mowed over, cut or broken during maintenance operations, shall be completely removed from the property immediately and prior to proceeding with the maintenance of other areas. Contractor shall not utilize city trash cans or dumpsters for grass clippings, limb trimmings, tree branches, vines, or any lawn or grounds maintenance refuse.

- Contractor shall coordinate with City Contract Administrator for access to the Firing Range.

## **Wastewater/Water Treatment Plants**

**Secure Location:** Contractor will be working near a public water supply processing plant, therefore, additional security requirements are in place. Locations are secure and require approval to enter. Due to additional security requirements for these locations, all mowing must be scheduled in advance. The contractor shall be provided contact information for a city representative at each location to coordinate times in advance. All grounds maintenance crew must check in with the main office of each location prior to beginning work. Mowing must be done between the hours of 6:00 a.m. and 5:00 p.m. Monday through Friday. Mowing must also be

completed prior to 5:00 p.m Monday through Friday.

**Additional Herbicide Requirements:** Herbicide application-contractor shall keep fence lines, curbs, gutters, sidewalks and paved areas free of grass and weeds. Herbicides, labeled for use around water intake sources, may be used in high maintenance areas such as fence lines, sidewalks, sign poles, buildings, and any permanent structures prior to using a herbicide, the contractor shall obtain written permission to use the herbicides from the contract administrator and shall provide all material safety data sheets and proof of Texas certification. Each person applying herbicide must be licensed by the Texas department of agriculture or Texas structural pest control board to administer pesticides and herbicides in the state of Texas. All herbicides shall be applied according to the manufacturer's specifications. The use of herbicide is mandatory in the performance of this contract. **No herbicides shall be used that are not labeled for use around water intake sources. The recommended mix is listed below.**

**Mix Per 100 gallons of water**

**16 oz.-Esplanade (pre emergent)**

**64 oz.-Garlon 3A**

**32 oz.-Arsenal**

**3% Round Up Custom**

### **Buildings and Cemeteries**

**Cemeteries:** Contractor is required to take special care in the servicing of Cemeteries. Flowers, urns, and memorabilia will be treated respectfully and if possible undisturbed. Gravestones must not be damaged in the process of servicing grave sites. Note: See also trimming for instruction on gravestones.  
Instructions for trimming gravestone:

**Greenwood Cemetery:** Because of the historical significance attached to Greenwood Cemetery and the age and fragile condition of the majority of the monuments and headstones located at this cemetery, we require that special care be taken during the provision of ground keeping and maintenance service. Only light residential push or self-propelled mowing equipment will be allowed in this area. No large, heavy commercial equipment shall be operated around or near the monuments and headstones.

**Continuous failure to comply with above stated special cemetery instructions may be cause for termination of contract.**

## **INSURANCE**

All contractors and subcontractors proposing to provide services to the City of Longview are required to have and maintain Workman's Compensation Insurance. The successful contractor and subcontractors shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, including without limitation the definition of "Workers' compensation insurance coverage" set forth in Section 401.011(44) for all employees of the successful proposers providing services to the city for the duration of the contract. A certificate of coverage must be provided prior to the awarding of the contract. If the certificate of coverage expires during the contract duration, the successful proposers must file a new certificate of coverage with the City of Longview showing coverage has been extended. Subcontractors, if used, must also provide proof of coverage to the City of Longview listing all persons providing services under this contract. The successful proposer shall retain all required certificates of coverage for the duration of the contract and for one year thereafter. The successful proposer shall notify the city in writing within ten (10) days of any change that materially affects the provision of coverage of any person providing services under the contract and required to be covered. The successful proposer shall post on each site notice, in the text, form and manner prescribed by the Texas Workman's Compensation Commission. The successful proposer shall contractually require each person with whom it contracts to provide service under the contract to:

1. Provide coverage for the duration of the contract term, based on proper reporting of classification codes and payroll which meets the statutory requirement of the Texas Labor Code, including and without limitation the definition of "Workers' compensation insurance coverage" set forth in Section 401.011(44) for all employees providing services under the contract.
2. Provide to the City of Longview prior to that person beginning work under the contract, a certificate of coverage showing that coverage is being provided for the duration of the contract for all employees of the person providing services under the contract.
3. Provide prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period ends during the duration of the contract.
4. Obtain from each other person with whom it contracts, certificate and extensions necessary to provide for coverage to all persons providing services under the contract.
5. Retain all certificates on file for the duration of the contract and for one year thereafter.
6. Notify the City in writing by certified mail of any changes affecting provisions for coverage of any person providing services under the contract.
7. Contractually require each person with whom it contracts to perform as required in subparagraphs 1 - 7, with the certificates of coverage to be provided to the person for whom they are providing services.

By accepting contract award and providing a certificate of coverage, the successful contractor is representing to the City that all employees of the successful contractor and all subcontractors who will provide services will be covered by workman's compensation for the duration of the contract. Failure to comply with any of these provisions is breach of contract by the successful proposer which entitles the governmental entity to declare the contract void if the successful proposer does not remedy breach within ten (10) days after receipt of notice of breach from the City.

Additional insurance is required. The successful proposer and subcontractors shall obtain and maintain for the full term of the contract the following insurance minimums written by a company licensed to conduct business in the state of Texas.

|                      |   |   |
|----------------------|---|---|
| Employer's Liability | - | Bodily Injury by Accident - \$250,000 each accident |
|                      |   | Bodily Injury by Disease - \$500,000 policy limit   |
|                      |   | Bodily Injury by Disease - \$250,000 each employee  |

Comprehensive General Liability (including Premises-Operations; Independent Contractor's Protective; Broad Form Property Damage, Contractual Liability and Personal Injury.)

\$500,000 each occurrence

\$1,000,000 annual aggregate

Products and Completed Operations

\$500,000 each occurrence

\$1,000,000 annual aggregate

Comprehensive Automobile Liability:

Bodily Injury and Property Damage

Combined Single Limit: \$1,000,000 "CSL" each occurrence

The successful contractor and all subcontractors shall include the City of Longview and its officers, agents, employees and elected officers as additional insured on all required Comprehensive General Liability and Comprehensive Automobile liability Insurance policies. Each insurance policy to be furnished by successful proposer shall include, by endorsement to the policy, a statement that a notice shall be given to the City of Longview by certified mail thirty (30) days prior to cancellation or upon any material change in coverage.

Note: The State of Texas has a "Financial Responsibility Law". The Contractor shall be certain that coverage is provided which conforms to any specific stipulation in the law.

If proposer does not have insurance coverage meeting the requested levels as stated the Insurance section, proposer may provide proof of insurance of current coverage along with a letter or documentation showing proof of the ability to obtain the proper insurance if awarded the contract.

## Ground Maintenance Schedule

| PROPERTIES WITH 34 CYCLES PER YEAR  | PROPERTIES WITH 40 CYCLES PER YEAR  | PROPERTIES WITH 52 CYCLES PER YEAR  |
|---|---|---|
| OCTOBER – 1 <sup>st</sup> & 3 <sup>rd</sup> WEEK OF THE MONTH (WITH 14 DAYS MINIMUM BETWEEN MOWINGS) 2 CYCLES | ATHLETIC PLAYING FIELDS & COMPLEXES   | CITY HALL COMPLEX-WEEKLY (WITH 5 DAYS MINIMUM BETWEEN MOWINGS) (PREFERRED TO BE MOWED ON SATURDAY OR SUNDAY)      |
| NOVEMBER THRU FEBRUARY – ONCE A MONTH (WITH 30 DAYS MINIMUM BETWEEN MOWINGS) 4 CYCLES                         | (MARCH THRU NOVEMBER) WEEKLY =39 cycles   | NEW POLICE DEPARTMENT-WEEKLY (WITH 5 DAYS MINIMUM BETWEEN MOWINGS) ( PREFERRED TO BE MOWED ON SATURDAY OR SUNDAY) |
| MARCH – 2 <sup>nd</sup> & 4 <sup>th</sup> WEEK OF THE MONTH (WITH 14 DAYS MINIMUM BETWEEN MOWINGS) 2 CYCLES   | FLOATING=1 CYCLE  | LOOP 281 is 52 CYCLES ( NO PREFERRED DAY)   |
| APRIL thru SEPTEMBER – ONCE A WEEK (WITH 7 DAYS MINIMUM BETWEEN MOWINGS) 26 CYCLES                            | MOWING CYCLES MAY VARY ACCORDING TO GAME PLAYING SEASONS, FIELD SCHEDULES, AND INCLEMENT WEATHER, CITY MAY REQUEST ADDITIONAL MOWING FOR SPECIAL EVENTS |   |
| <b>TOTAL 34 CYCLES</b>  | <b>TOTAL 40 CYCLES</b>  | <b>TOTAL 52 CYCLES</b>  |

## MASTER DUTIES LIST

### Category 1

| Cat | Id | Location                            | Address         | City St Zip           | Acres | Comments                        | Field | Mow | Brush Hog | Trim - Edge | Herbicide | Litter | Ditches | Trim At AC Units | Trash Bins | Fences | Weed Flower Beds | Mulch | Trimming | Prune Ornamental | Winter Rye | Construction |   |
|-----|----|-------------------------------------|-----------------|-----------------------|-------|---------------------------------|-------|-----|-----------|-------------|-----------|--------|---------|------------------|------------|--------|------------------|-------|----------|------------------|------------|--------------|---|
| 1   | 1  | MUNICIPAL COMPLEX                   | 300 W COTTON ST | LONGVIEW, TEXAS 75601 | 14.75 |                                 | N     | X   |           | X           | X         | X      | X       | X                | X          | X      | X                | X     | X        | X                | X          | X            |   |
| 1   | 2  | LOOP 281 MEDIANS                    |                 | LONGVIEW, TEXAS       | 6.10  |                                 | N     | X   |           | X           | X         | X      |         |                  |            |        |                  |       |          | X                | X          |              |   |
| 1   | 3  | LONGVIEW POLICE DEPARTMENT - FUTURE | SOUTH ST        | LONGVIEW, TEXAS 75601 | 7.46  | MOWING START - LATE SUMMER 2022 | N     | X   |           | X           | X         | X      | X       | X                | X          | X      | X                | X     | X        | X                | X          | X            | X |

Category 1: Total Acres: 28.31

### Category 2

| Cat | Id | Location                  | Address                | City St Zip           | Acres | Comments                 | Field | Mow | Brush Hog | Trim - Edge | Herbicide | Litter | Ditches | Trim At AC Units | Trash Bins | Fences | Weed Flower Beds | Mulch | Trimming | Prune Ornamental | Winter Rye | Construction |  |
|-----|----|---------------------------|------------------------|-----------------------|-------|--------------------------|-------|-----|-----------|-------------|-----------|--------|---------|------------------|------------|--------|------------------|-------|----------|------------------|------------|--------------|--|
| 2   | 1  | HINSLEY SOFBALL COMPLEX   | 3101 N EASTMAN RD      | LONGVIEW, TEXAS 75605 | 9.77  |                          | Y     | X   |           | X           | X         | X      | X       | X                | X          | X      |                  |       |          | X                |            |              |  |
| 2   | 2  | LEAR BASEBALL COMPLEX     | 100 H G MOSLEY PARKWAY | LONGVIEW, TEXAS 75604 | 8.93  |                          | Y     | X   |           | X           | X         | X      |         | X                | X          | X      | X                | X     | X        | X                |            |              |  |
| 2   | 3  | LEAR BASEBALL FIELD 5 & 6 | 101 H G MOSLEY PKWY    | LONGVIEW, TEXAS 75604 | 8.87  | BEGIN MOWING AUGUST 2021 | Y     | X   |           | X           | X         | X      | X       |                  | X          | X      | X                |       |          | X                |            | X            |  |
| 2   | 4  | LEAR SOCCER COMPLEX       | 100 H G MOSLEY PARKWAY | LONGVIEW, TEXAS 75604 | 15.58 |                          | Y     | X   |           | X           | X         | X      | X       | X                | X          | X      |                  |       |          | X                |            |              |  |
| 2   | 5  | LEAR SOFTBALL COMPLEX     | 100 H G MOSLEY PARKWAY | LONGVIEW, TEXAS 75604 | 11.65 |                          | Y     | X   |           | X           | X         | X      | X       | X                | X          | X      | X                | X     | X        | X                |            |              |  |
| 2   | 6  |                           |                        |                       |       |                          | Y     | X   |           | X           | X         | X      | X       |                  | X          | X      | X                |       |          | X                |            | X            |  |

|   |    |                              |                        |                       |       |  |   |   |  |   |   |   |   |   |   |   |   |   |   |   |
|---|----|------------------------------|------------------------|-----------------------|-------|--|---|---|--|---|---|---|---|---|---|---|---|---|---|---|
|   |    | LEAR SOFTBALL FIELDS 9 & 10  | 100 H G MOSLEY PARKWAY | LONGVIEW, TEXAS 75604 | 5.67  | BEGIN MOWING AUGUST 2021   |   |   |  |   |   |   |   |   |   |   |   |   |   |   |
| 2 | 7  | MCWHORTER BASEBALL COMPLEX   | 1000 TOLER RD          | LONGVIEW, TEXAS 75604 | 12.10 |  | Y | X |  | X | X | X | X | X | X | X | X | X | X |   |
| 2 | 8  | SPRING HILL BASEBALL COMPLEX | 738 FENTON RD          | LONGVIEW, TEXAS 75604 | 4.04  |  | Y | X |  | X | X | X | X | X | X |   |   |   | X |   |
| 2 | 9  | STAMPER FOOTBALL FIELDS      | 611 WALNUT ST          | LONGVIEW, TEXAS 75601 | 9.58  | NEW FOOTBALL PRACTICE FIELD UNDER CONSTRUCTION REPLACING PRACTICE BASEBALL FIELD | Y | X |  | X | X | X | X | X | X | X | X | X | X | X |
| 2 | 10 | TIMPSON BASEBALL COMPLEX     | 500 TIMPSON ST         | LONGVIEW, TEXAS 75602 | 3.69  |  | Y | X |  | X | X | X | X | X | X |   |   |   | X |   |

**Category 2: Total Acres: 89.88**

**Category 3**

| Cat | Id | Location  | Address             | City St Zip           | Acres | Comments   | Field | Mow | Brush Hog | Trim - Edge | Herbicide | Litter | Ditches | Trim At AC Units | Trash Bins | Fences | Weed Flower Beds | Mulch | Trimming | Prune Ornamental | Winter Rye | Construction |
|-----|----|---|---------------------|-----------------------|-------|--|-------|-----|-----------|-------------|-----------|--------|---------|------------------|------------|--------|------------------|-------|----------|------------------|------------|--------------|
| 3   | 1  | AKIN PARK/TRAIL                                   | 414 DELWOOD DR      | LONGVIEW, TEXAS 75605 | 5.16  | ONLY MOW 20 FT WEST SIDE OF TRAIL (DRAINAGE)                                   | N     | X   |           | X           | X         | X      | X       |                  | X          | X      | X                | X     | X        | X                |            |              |
| 3   | 2  | ANIMAL SHELTER                                    | 303 H G MOSLEY PKWY | LONGVIEW, TEXAS 75604 | 4.48  |  | N     | X   |           | X           | X         | X      |         | X                | X          | X      | X                | X     | X        | X                |            |              |
| 3   | 3  | BENNIE JACKSON PARK                               | 2229 NEAL ST        | LONGVIEW, TEXAS 75602 | 5.60  |  | N     | X   |           | X           | X         | X      | X       |                  | X          | X      |                  |       |          | X                |            |              |
| 3   | 4  | BIRDIE PARK                                       | 701 W NIBLICK ST    | LONGVIEW, TEXAS 75604 | 2.12  |  | N     | X   |           | X           | X         | X      | X       |                  | X          | X      |                  |       |          | X                |            |              |
| 3   | 5  | BROUGHTON PARK, TRAIL, FIELD, & RECREATION CENTER | 801 MLK BL          | LONGVIEW, TEXAS 75602 | 15.84 |  | N     | X   |           | X           | X         | X      | X       | X                | X          | X      | X                | X     | X        | X                |            |              |
| 3   | 6  | BUCHANAN AV MEDIANS (MOBBERLY TO CLOVER)          |                     | LONGVIEW, TEXAS 75602 | 0.53  |  | N     | X   |           | X           | X         | X      |         |                  |            | X      |                  |       |          | X                |            |              |
| 3   | 7  | CARGILL TRAIL & PATTERSON PARK                    | 3112 FOURTH ST      | LONGVIEW, TEXAS 75605 | 5.43  | ACREAGE IS UNDERESTIMATED - TRAIL IS 6.50 MILES LONG WITH VARYING MOWING WIDTH | N     | X   |           | X           | X         | X      | X       |                  | X          | X      |                  |       |          | X                |            |              |
| 3   | 8  | CEMETERY - GRACE HILL                             | 601 W MARSHALL AV   | LONGVIEW,             | 27.17 |  | N     | X   |           | X           | X         | X      | X       | X                | X          | X      | X                | X     | X        | X                |            |              |

|   |    |   |                          | TEXAS 75601           |      |  |   |   |  |   |   |   |   |   |   |   |   |   |   |   |   |   |
|---|----|---|--------------------------|-----------------------|------|--|---|---|--|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 3 | 9  | CEMETERY - GREENWOOD                          | 705 E MAGRILL ST         | LONGVIEW, TEXAS 75601 | 5.83 |  | N | X |  | X | X | X |   |   | X |   | X | X | X | X |   |   |
| 3 | 10 | CEMETERY - WHITE                              | 313 E BRENTWOOD ST       | LONGVIEW, TEXAS 75604 | 3.75 |  | N | X |  | X | X | X |   |   | X | X | X | X | X | X |   |   |
| 3 | 11 | COMPOST SITE                                  | 2020 SWWINGING BRIDGE RD | LONGVIEW, TEXAS 75604 | 0.72 |  | N | X |  | X | X | X | X | X | X | X | X | X | X | X |   |   |
| 3 | 12 | DEVELOPMENT SERVICES BUILDING                 | 410 S HIGH ST            | LONGVIEW, TEXAS 75601 | 1.99 |  | N | X |  | X | X | X |   | X | X | X |   |   |   |   | X |   |
| 3 | 13 | ESTES PKWY @ EASTMAN RD MEDIAN                |                          | LONGVIEW, TEXAS 75603 | 0.48 |  | N | X |  | X |   | X |   |   |   |   | X |   |   |   |   |   |
| 3 | 14 | FIRE - PUBLIC SAFETY TRAINING CENTER - FUTURE | S EASTMAN RD             | LONGVIEW, TEXAS 75602 | 8.71 | MOWING START - SPRING 2022   | N | X |  | X | X | X | X | X | X | X | X | X | X | X | X | X |
| 3 | 15 | FIRE ADMINISTRATION/CENTRAL FIRE STATION 1    | 100 E COTTON ST          | LONGVIEW, TEXAS 75601 | 0.54 |  | N | X |  | X | X | X | X | X | X | X | X | X | X | X | X | X |
| 3 | 16 | FIRE DEPARTMENT PROPERTY ON MOBBERLY          | 610 MOBBERLY AV          | LONGVIEW, TEXAS 75602 | 0.49 |  | N | X |  | X | X | X |   |   |   |   |   |   |   |   | X |   |
| 3 | 17 | FIRE STATION 2                                | 708 N EASTMAN RD         | LONGVIEW, TEXAS 75601 | 1.91 |  | N | X |  | X | X | X | X | X | X | X | X | X | X | X | X | X |
| 3 | 18 | FIRE STATION 3                                | 1133 E BIRDSONG ST       | LONGVIEW, TEXAS 75602 | 1.71 |  | N | X |  | X | X | X | X | X | X | X | X | X | X | X | X | X |
| 3 | 19 | FIRE STATION 4                                | 2022 EE GEORGE RICHEY RD | LONGVIEW, TEXAS 75604 | 3.88 |  | N | X |  | X | X | X | X | X | X | X | X | X | X | X | X | X |
| 3 | 20 | FIRE STATION 5                                | 102 W NIBLICK ST         | LONGVIEW, TEXAS 75604 | 0.70 |  | N | X |  | X | X | X | X | X | X | X | X | X | X | X | X | X |
| 3 | 21 | FIRE STATION 6                                | 2808 MCCANN RD           | LONGVIEW, TEXAS 75605 | 1.67 |  | N | X |  | X | X | X | X | X | X | X | X | X | X | X | X | X |
| 3 | 22 | FIRE STATION 7                                | 2811 GILMER RD           | LONGVIEW, TEXAS 75604 | 0.82 |  | N | X |  | X | X | X | X | X | X | X | X |   |   |   | X |   |
| 3 | 23 | FIRE STATION 8                                | 4508 MCCANN RD           | LONGVIEW, TEXAS 75605 | 0.74 |  | N | X |  | X | X | X | X | X | X | X | X | X | X | X | X | X |
| 3 | 24 | FIRE TRAINING BUILDING                        | 411 AMERICAN LEGION RD   | LONGVIEW, TEXAS 75601 | 1.81 |  | N | X |  | X | X | X | X | X | X | X | X | X | X | X | X | X |
| 3 | 25 | FIRING RANGE                                  | 1400 SWINGING BRIDGE RD  | LONGVIEW, TEXAS 75604 | 1.34 |  | N | X |  | X | X | X | X |   | X | X |   |   |   |   | X |   |
| 3 | 26 | FLEWELLEN PARK                                | 100 IRIS DR              | LONGVIEW, TEXAS 75601 | 4.25 |  | N | X |  | X | X | X | X | X | X | X | X | X | X | X | X | X |
| 3 | 27 | GREEN STREET RECREATION                       | 814 S GREEN ST           | LONGVIEW, TEXAS 75602 | 1.51 |  | N | X |  | X | X | X |   | X | X | X | X | X | X | X | X | X |
| 3 | 28 | GUTHRIE PARK TRAILS                           |                          | LONGVIEW, TEXAS       | 1.40 | ACREAGE IS UNDERESTIMATED - TRAIL IS 4.64 MILES LONG WITH VARYING MOWING WIDTH | N | X |  | X | X | X | X |   | X |   |   |   |   |   |   |   |

|   |    |   |   |                          |       |   |   |   |  |  |   |   |   |   |   |   |   |   |   |   |   |   |   |
|---|----|---|---|--------------------------|-------|---|---|---|--|--|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 3 | 29 | HARVEY JOHNSON CENTER   | 1406 E BIRDSONG ST                              | LONGVIEW,<br>TEXAS 75602 | 0.78  |   | N | X |  |  | X | X | X |   | X | X | X | X | X | X |   |   |   |
| 3 | 30 | HERITAGE PLAZA  | 219 E METHVIN                                   | LONGVIEW,<br>TEXAS 75601 | 0.81  |   | N | X |  |  | X | X | X |   |   | X | X | X | X | X | X |   |   |
| 3 | 31 | HINSLEY PARK & COMMON<br>GROUNDS                              | 3101 N EASTMAN RD                               | LONGVIEW,<br>TEXAS 75605 | 24.52 |   | N | X |  |  | X | X | X | X | X | X | X |   |   |   |   | X |   |
| 3 | 32 | HOUSING DEPARTMENT  | 1202 SIXTH ST                                   | LONGVIEW,<br>TEXAS 75601 | 1.06  |   | N | X |  |  | X | X | X |   | X | X | X |   |   |   |   | X |   |
| 3 | 33 | HUTCHINGS BLVD<br>ISLANDS/MEDIAN & YOUNG @<br>MOBBERLY MEDIAN | HUTCHINGS BLVD<br>AND YOUNG ST @<br>MOBBERLY AV | LONGVIEW,<br>TEXAS 75602 | 0.91  |   | N | X |  |  | X | X | X |   |   |   |   | X | X | X | X |   |   |
| 3 | 34 | I-20 BEAUTIFICATION AREAS &<br>ESTES MEDIANS                  | ESTES PKWY @ IH-<br>20                          | LONGVIEW,<br>TEXAS 75602 | 10.13 |   | N | X |  |  | X | X | X | X |   |   |   | X |   |   | X | X |   |
| 3 | 35 | IDYLWOOD MEDIANS<br>(MOBBERLY TO TWELFTH ST)                  | IDYLWOOD DR                                     | LONGVIEW,<br>TEXAS 75602 | 0.89  |   | N | X |  |  | X | X | X |   |   |   | X |   |   |   |   | X |   |
| 3 | 36 | INGRAM PARK   | 1400 TENTH ST                                   | LONGVIEW,<br>TEXAS,75601 | 10.67 |   | N | X |  |  | X | X | X | X |   | X | X |   |   |   |   | X |   |
| 3 | 37 | JUDSON RD TRAFFIC ISLANDS                                     | JUDSON RD @ N<br>FREDONIA ST                    | LONGVIEW,<br>TEXAS 75601 | 0.41  |   | N | X |  |  | X |   | X |   |   |   |   |   |   |   |   |   |   |
| 3 | 38 | JULIEANNA TRAIL   | 726 REEL RD                                     | LONGVIEW,<br>TEXAS 75604 | 0.74  | ACREAGE IS<br>UNDERESTIMATED -<br>TRAIL IS 1.52 MILES<br>LONG WITH<br>VARYING MOWING<br>WIDTH | N | X |  |  | X | X | X | X |   | X | X |   |   |   |   | X |   |
| 3 | 39 | KIDSVIEW PARK & COMMON<br>GROUNDS                             | 101 H G MOSLEY<br>PKWY                          | LONGVIEW,<br>TEXAS 75604 | 89.34 |   | N | X |  |  | X | X | X | X |   | X | X | X | X | X | X | X |   |
| 3 | 40 | LEADERS CORE PARK   | 3513 DENSON DR                                  | LONGVIEW,<br>TEXAS 75604 | 0.42  |   | N | X |  |  | X | X | X |   |   | X | X | X | X | X | X | X |   |
| 3 | 41 | LETOURNEAU MEDIANS  | S HIGH<br>ST/MOBBERLY AV @<br>ESTES PKWY        | LONGVIEW,<br>TEXAS 75602 | 0.41  |   | N | X |  |  | X |   | X |   |   |   |   |   |   |   |   | X |   |
| 3 | 42 | LONGVIEW SWIM CENTER  | 1111 W FAIRMONT ST                              | LONGVIEW,<br>TEXAS 75604 | 0.58  | MOW OUTSIDE OF<br>FENCED AREA   | N | X |  |  | X |   | X |   | X | X | X |   |   |   |   | X |   |
| 3 | 43 | LOOP 281 & EASTMAN<br>BEAUTIFICATION AREAS                    | E LOOP 281 @ N<br>EASTMAN RD                    | LONGVIEW,<br>TEXAS 75605 | 10.01 |   | N | X |  |  | X |   | X |   |   |   | X |   |   |   |   | X |   |
| 3 | 44 | LOOP 281 & HWY 31<br>BEAUTIFICATION AREAS                     | W LOOP 281 @ HWY<br>31 S                        | LONGVIEW,<br>TEXAS 75604 | 10.10 |   | N | X |  |  | X |   | X |   |   |   | X |   |   |   |   | X |   |
| 3 | 45 | MAGRILL PLAZA   | 500 N GREEN ST                                  | LONGVIEW,<br>TEXAS 75601 | 1.12  |   | N | X |  |  | X | X | X |   |   | X |   | X | X | X | X | X |   |
| 3 | 46 | MCWHORTER PARK &<br>COMMON GROUNDS                            | 1000 TOLER RD                                   | LONGVIEW,<br>TEXAS 75604 | 21.15 |   | N | X |  |  | X | X | X | X |   | X | X | X | X | X | X | X |   |
| 3 | 47 | MCWHORTER SIGN  | W LOOP 281 @<br>TOLER RD                        | LONGVIEW,<br>TEXAS 75604 | 0.38  |   | N | X |  |  | X |   | X |   |   |   |   |   |   |   |   |   |   |
| 3 | 48 | MCWHORTER SOFTBALL<br>COMPLEX                                 | 1000 TOLER RD                                   | LONGVIEW,<br>TEXAS 75604 | 8.12  |   | N | X |  |  | X | X | X | X | X | X | X | X |   |   |   |   | X |

|   |    |  |                              |                       |       |   |   |   |  |  |   |   |   |   |   |   |   |   |   |   |   |   |
|---|----|--|------------------------------|-----------------------|-------|---|---|---|--|--|---|---|---|---|---|---|---|---|---|---|---|---|
| 3 | 49 | MEDIA CENTER - PARKS OPERATION AND MAINTENANCE             | 321 GUM ST                   | LONGVIEW, TEXAS 75604 | 1.14  |   | N | X |  |  | X | X | X |   | X | X | X | X | X | X |   |   |
| 3 | 50 | MEDIAN @ EASTMAN & ALPINE                                  | N EASTMAND RD @ ALPINE RD    | LONGVIEW, TEXAS 75601 | 0.02  |   | N | X |  |  | X |   | X |   |   |   |   |   |   |   |   |   |
| 3 | 51 | MEDIAN @ EASTMAN & GARLAND                                 | S EASTMAND RD @ GARLAND RD   | LONGVIEW, TEXAS 75602 | 0.42  |   | N | X |  |  | X |   | X |   |   |   |   |   |   |   |   |   |
| 3 | 52 | MEDIAN @ HAWKINS & HERITAGE                                | HERITAGE BL @ W HAWKINS PKWY | LONGVIEW, TEXAS 75605 | 0.34  |   | N | X |  |  | X |   | X |   |   |   |   |   |   |   |   |   |
| 3 | 53 | MEDIAN @ LOOP 281 & COTTON ST                              | W LOOP 281 @ W COTTON ST     | LONGVIEW, TEXAS 75604 | 0.72  |   | N | X |  |  | X |   | X |   |   |   |   |   |   |   |   |   |
| 3 | 54 | MEDIAN @ LOOP 281 & JAYCEE DR                              | W LOOP 281 @ JAYCEE DR       | LONGVIEW, TEXAS 75604 | 1.15  |   | N | X |  |  | X |   | X |   |   |   |   |   |   |   |   |   |
| 3 | 55 | MEDIAN @ MCCANN AT SPRING HILL CUT OFF                     | MCCANN RD @ SPRING HILL RD   | LONGVIEW, TEXAS 75605 | 0.31  |   | N | X |  |  | X |   | X |   |   |   |   |   |   |   |   |   |
| 3 | 56 | MEDIAN @ MLK & YOUNG                                       | MLK BL @ YOUNG ST            | LONGVIEW, TEXAS 75602 | 0.57  |   | N | X |  |  | X |   | X |   |   |   |   |   |   |   |   |   |
| 3 | 57 | MEDIAN @ TEAGUE & WHALEY                                   | TEAGUE ST @ E WHALEY ST      | LONGVIEW, TEXAS 75601 | 0.06  |   | N | X |  |  | X |   | X |   |   |   |   |   |   |   |   |   |
| 3 | 58 | MEDIANS @ LOOP 281 & HARRISON RD                           | W LOOP 281 @ HARRISON RD     | LONGVIEW, TEXAS 75604 | 1.46  | SHOWN AS THEY EXIST - WILL CHANGE WITH TXDOT CONSTRUCTION | N | X |  |  | X |   | X |   |   |   | X |   |   |   |   | X |
| 3 | 59 | MULTI-MOBIL CENTER (TRAIN DEPOT, PARK, & LONGVIEW TRANSIT) | 905 PACIFIC AV               | LONGVIEW, TEXAS 75602 | 7.46  |   | N | X |  |  | X | X | X |   | X | X | X | X | X | X | X | X |
| 3 | 60 | PANTHER PARK   | 2511 E GEORGE RICHEY         | LONGVIEW, TEXAS 75604 | 0.98  |   | N | X |  |  | X | X | X | X | X | X | X | X | X | X | X | X |
| 3 | 61 | PAULA MARTIN JONES   | 515 W AVALON AV              | LONGVIEW, TEXAS 75602 | 1.85  |   | N | X |  |  | X | X | X |   | X | X | X | X | X | X | X | X |
| 3 | 62 | PINEWOOD PARK  | 500 PATRICIA AV              | LONGVIEW, TEXAS 75602 | 5.50  |   | N | X |  |  | X | X | X | X |   | X | X |   |   |   |   | X |
| 3 | 63 | PUBLIC WORKS   | 933 MOBILE DR                | LONGVIEW, TEXAS 75604 | 13.62 |   | N | X |  |  | X | X | X | X | X | X | X | X | X | X | X | X |
| 3 | 64 | RECREATION DEPARTMENT & VACANT LOT                         | 130 TIMPSON ST               | LONGVIEW, TEXAS 75602 | 1.76  |   | N | X |  |  | X | X | X | X | X |   |   |   |   |   |   | X |
| 3 | 65 | ROLLINS PARK   | 705 ETHELST                  | LONGVIEW, TEXAS 75602 | 4.48  |   | N | X |  |  | X | X | X | X |   | X | X |   |   |   |   | X |
| 3 | 66 | ROTARY PARK/TRAIL & GUTHRIE PARKWAY WITH FRISBEE GOLF      | 301 TUPELO DR                | LONGVIEW, TEXAS 75601 | 19.80 |   | N | X |  |  | X | X | X | X | X | X | X | X | X | X | X | X |
| 3 | 67 | SAFETY CITY  | 323 W COTTON ST              | LONGVIEW, TEXAS 75601 | 2.77  |   | N | X |  |  | X | X | X | X | X | X | X | X | X | X | X | X |
| 3 | 68 | SPRING CREEK PARK/TRAIL & KAY CT                           | 3100 MONA DR                 | LONGVIEW, TEXAS 75601 | 4.59  |   | N | X |  |  | X | X | X | X |   | X | X |   |   |   |   | X |

|   |    |  |                          |                       |       |  |    |   |  |   |   |   |   |   |   |   |   |   |   |   |   |   |
|---|----|--|--------------------------|-----------------------|-------|--|----|---|--|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 3 | 69 | SPRING HILL PARK & COMMON GROUNDS                              | 734 FENTON RD            | LONGVIEW, TEXAS 75604 | 21.19 |  | N  | X |  | X | X | X | X | X | X | X | X | X | X |   |   |   |
| 3 | 70 | STAMPER PARK & COMMON GROUNDS                                  | 400 FAIR ST              | LONGVIEW, TEXAS 75601 | 16.10 |  | N  | X |  | X | X | X | X |   | X | X | X | X | X | X |   |   |
| 3 | 71 | STAMPER RESOURCE CENTER  | 502 S CENTER ST          | LONGVIEW, TEXAS 75601 | 0.50  |  | N  | X |  | X | X | X |   | X | X | X | X | X | X | X |   |   |
| 3 | 72 | STRAGENT LARGE DOG PARK  | 200 BILL OWENS PKWY      | LONGVIEW, TEXAS 75604 | 8.82  |  | N  | X |  | X | X | X | X |   | X | X |   |   |   |   | X |   |
| 3 | 73 | STRAGENT SMALL DOG PARK/LOIS JACKSON PARK/PAUL G BOORMAN TRAIL |                          | LONGVIEW, TEXAS       | 15.23 | ACREAGE IS UNDERESTIMATED - TRAIL IS 0.51 MILES LONG WITH VARYING MOWING WIDTH | N  | X |  | X | X | X | X |   | X | X | X | X | X | X |   |   |
| 3 | 74 | TALL PINES MEDIAN  | TALL PINES AV@ JUDSON RD | LONGVIEW, TEXAS 75605 | 0.07  |  | N  | X |  | X |   | X |   |   |   |   |   |   |   |   |   |   |
| 3 | 75 | TEAGUE PARK/TRAIL  | 415 AMERICAN LEGION BL   | LONGVIEW, TEXAS 75601 | 26.21 |  | N  | X |  | X | X | X | X |   | X | X | X | X | X | X |   |   |
| 3 | 76 | THE GREEN  | 207 S SPUR 63            | LONGVIEW, TEXAS 75601 | 8.04  |  | N  | X |  | X | X | X | X |   | X | X | X | X | X | X |   |   |
| 3 | 77 | TIMPSON PARK & COMMON GROUNDS                                  | 500 TIMPSON ST           | LONGVIEW, TEXAS 75602 | 9.32  |  | N  | X |  | X | X | X | X | X | X | X |   |   |   |   | X |   |
| 3 | 78 | TOLER MEDIAN   | TOLER RD @ GILMER RD     | LONGVIEW, TEXAS 75605 | 0.01  |  | N  | X |  | X |   | X |   |   |   |   |   |   |   |   |   |   |
| 3 | 79 | TRIPPLE CREEK DRIVE ISLANDS                                    | TRIPPLE CREEK DR         | LONGVIEW, TEXAS 75601 | 0.66  |  | N  | X |  | X |   | X |   |   |   |   |   |   |   |   |   |   |
| 3 | 80 | WARD PARK  | 1700 JULIEANNA DR        | LONGVIEW, TEXAS 75604 | 4.53  |  | N  | X |  | X | X | X | X |   | X | X |   |   |   |   | X |   |
| 3 | 81 | WASTE WATER TREATMENT PLANT - GRACE CREEK                      | 5211 W LOOP 281          | LONGVIEW, TEXAS 75603 | 31.15 |  | N  | X |  | X | X | X | X | X | X | X | X | X | X | X | X | X |
| 3 | 82 | WATER TREATMENT PLANT- CHEROKEE                                | 3512 MLK BLVD            | LONGVIEW, TEXAS 75602 | 8.55  |  | N  | X |  | X | X | X | X | X | X | X | X | X | X | X | X | X |
| 3 | 83 | WATER TREATMENT PLANT - LOP                                    | 2091 FM 1844             | LONGVIEW, TEXAS 75605 | 17.67 |  | N  | X |  | X | X | X | X | X | X | X | X | X | X | X | X | X |
| 3 | 84 | WATER TREATMENT PLANT - SABINE RIVER                           | 1400 SWINGING BRIDGE RD  | LONGVIEW, TEXAS 75604 | 23.37 |  | N  | X |  | X | X | X | X | X | X | X | X | X | X | X | X | X |
| 3 | 85 | WELCOME TO LONGVIEW SIGN @ SPUR 63 & HWY 31                    | HWY 31 @ W SOUTH ST      | LONGVIEW, TEXAS 75601 | 0.21  |  | N  | X |  | X | X | X |   |   | X |   |   |   |   |   | X |   |
| 3 | 86 | WHISPERING PINES DITCHES/ISLANDS                               | WHISPERING PINES BL      | LONGVIEW, TEXAS 75604 | 1.03  |  | N  | X |  | X |   | X |   |   |   |   |   |   |   |   |   |   |
| 3 | 87 | WILLOW PARK  | 301 E BIRDSONG ST        | LONGVIEW, TEXAS 75602 | 4.94  |  | N  | X |  | X | X | X | X |   | X | X |   |   |   |   | X |   |
| 3 | 88 | WOODCREEK MEDIAN   | WOODCREEK @ GILMER RD    | LONGVIEW, TEXAS 75605 | 0.02  |  | NA | X |  | X |   | X |   |   |   |   |   |   |   |   |   |   |

Category 3: Total Acres: 569.75

GRAND TOTAL OF ACRES FOR CATEGORIES 1-3 is 687.94

**ATTACHMENT 2 COST RESPONSE SHEET**

**Category 1-52 Cycles**

| ITEM #                                 | LOCATION   | ADDRESS         | CITY, ST ZIP             | ACRES | COST PER CYCLE |                    |    |
|--|--|-----------------|--------------------------|-------|----------------|--------------------|----|
| 1                                      | MUNICIPAL COMPLEX  | 300 W COTTON ST | LONGVIEW, TEXAS<br>75601 | 14.75 | \$             |                    |    |
| 2                                      | LOOP 281 MEDIANS   |                 | LONGVIEW, TEXAS          | 6.10  | \$             |                    |    |
| 3                                      | LONGVIEW POLICE DEPARTMENT - FUTURE(Mowing will being late Summer of 2022) | SOUTH ST        | LONGVIEW, TEXAS<br>75601 | 7.46  | \$             |                    |    |
| <b>TOTAL OF CYCLES-<br/>CATEGORY 1</b> |  |                 |                          |       | \$             | <b>X 52 CYCLES</b> | \$ |

**Category 2-40 Cycles**

| ITEM #                              | LOCATION   | ADDRESS                | CITY , ST ZIP            | Acres | COST PER CYCLE |                    |    |
|-------------------------------------|--|------------------------|--------------------------|-------|----------------|--------------------|----|
| 1                                   | HINSLEY SOFBALL COMPLEX  | 3101 N EASTMAN RD      | LONGVIEW, TEXAS<br>75605 | 9.77  | \$             |                    |    |
| 2                                   | LEAR BASEBALL COMPLEX  | 100 H G MOSLEY PARKWAY | LONGVIEW, TEXAS<br>75604 | 8.93  | \$             |                    |    |
| 3                                   | LEAR BASEBALL FIELD 5 & 6 (Begin Mowing August 2021)   | 101 H G MOSLEY PKWY    | LONGVIEW, TEXAS<br>75604 | 8.87  | \$             |                    |    |
| 4                                   | LEAR SOCCER COMPLEX  | 100 H G MOSLEY PARKWAY | LONGVIEW, TEXAS<br>75604 | 15.58 | \$             |                    |    |
| 5                                   | LEAR SOFTBALL COMPLEX  | 100 H G MOSLEY PARKWAY | LONGVIEW, TEXAS<br>75604 | 11.65 | \$             |                    |    |
| 6                                   | LEAR SOFTBALL FIELDS 9 & 10 (Begin mowing August 2021)   | 100 H G MOSLEY PARKWAY | LONGVIEW, TEXAS<br>75604 | 5.67  | \$             |                    |    |
| 7                                   | MCWHORTER BASEBALL COMPLEX   | 1000 TOLER RD          | LONGVIEW, TEXAS<br>75604 | 12.10 | \$             |                    |    |
| 8                                   | SPRING HILL BASEBALL COMPLEX   | 738 FENTON RD          | LONGVIEW, TEXAS<br>75604 | 4.04  | \$             |                    |    |
| 9                                   | STAMPER FOOTBALL FIELDS (New Football Practice field under construction replacing practice baseball field) | 611 WALNUT ST          | LONGVIEW, TEXAS<br>75601 | 9.58  | \$             |                    |    |
| 10                                  | TIMPSON BASEBALL COMPLEX   | 500 TIMPSON ST         | LONGVIEW, TEXAS<br>75602 | 3.69  | \$             |                    |    |
| <b>TOTAL CYCLES-<br/>CATEGORY 2</b> |  |                        |                          |       | \$             | <b>X 40 CYCLES</b> | \$ |

**CATEGORY 3- 34 CYCLES**

| ITEM # | LOCATION  | ADDRESS                  | CITY, ST ZIP             | ACRES | COST PER CYCLE |
|--------|---|--------------------------|--------------------------|-------|----------------|
| 1      | AKIN PARK/TRAIL (Only Mow 20 ft west side of trail (Drainage))  | 414 DELWOOD DR           | LONGVIEW, TEXAS<br>75605 | 5.16  | \$             |
| 2      | ANIMAL SHELTER  | 303 H G MOSLEY PKWY      | LONGVIEW, TEXAS<br>75604 | 4.48  | \$             |
| 3      | BENNIE JACKSON PARK   | 2229 NEAL ST             | LONGVIEW, TEXAS<br>75602 | 5.60  | \$             |
| 4      | BIRDIE PARK   | 701 W NIBLICK ST         | LONGVIEW, TEXAS<br>75604 | 2.12  | \$             |
| 5      | BROUGHTON PARK, TRAIL, FIELD, & RECREATION CENTER   | 801 MLK BL               | LONGVIEW, TEXAS<br>75602 | 15.84 | \$             |
| 6      | BUCHANAN AV MEDIANS (MOBBERLY TO CLOVER)  |                          | LONGVIEW, TEXAS<br>75602 | 0.53  | \$             |
| 7      | CARGILL TRAIL & PATTERSON PARK (Acreage is underestimated-Trail is 6.50 miles long with varying mowing width) | 3112 FOURTH ST           | LONGVIEW, TEXAS<br>75605 | 5.43  | \$             |
| 8      | CEMETERY - GRACE HILL   | 601 W MARSHALL AV        | LONGVIEW, TEXAS<br>75601 | 27.17 | \$             |
| 9      | CEMETERY - GREENWOOD  | 705 E MAGRILL ST         | LONGVIEW, TEXAS<br>75601 | 5.83  | \$             |
| 10     | CEMETERY - WHITE  | 313 E BRENTWOOD ST       | LONGVIEW, TEXAS<br>75604 | 3.75  | \$             |
| 11     | COMPOST SITE  | 2020 SWWINGING BRIDGE RD | LONGVIEW, TEXAS<br>75604 | 0.72  | \$             |
| 12     | DEVELOPMENT SERVICES BUILDING   | 410 S HIGH ST            | LONGVIEW, TEXAS<br>75601 | 1.99  | \$             |

|    |  |  |                          |       |    |
|----|--|--|--------------------------|-------|----|
| 13 | ESTES PKWY @ EASTMAN RD MEDIAN   |  | LONGVIEW, TEXAS<br>75603 | 0.48  | \$ |
| 14 | FIRE - PUBLIC SAFETY TRAINING CENTER - FUTURE (Mowing will begin Spring 2022)                      | S EASTMAN RD                                 | LONGVIEW, TEXAS<br>75602 | 8.71  | \$ |
| 15 | FIRE ADMINISTRATION/CENTRAL FIRE STATION 1   | 100 E COTTON ST                              | LONGVIEW, TEXAS<br>75601 | 0.54  | \$ |
| 16 | FIRE DEPARTMENT PROPERTY ON MOBBERLY   | 610 MOBBERLY AV                              | LONGVIEW, TEXAS<br>75602 | 0.49  | \$ |
| 17 | FIRE STATION 2   | 708 N EASTMAN RD                             | LONGVIEW, TEXAS<br>75601 | 1.91  | \$ |
| 18 | FIRE STATION 3   | 1133 E BIRDSONG ST                           | LONGVIEW, TEXAS<br>75602 | 1.71  | \$ |
| 19 | FIRE STATION 4   | 2022 EE GEORGE RICHEY RD                     | LONGVIEW, TEXAS<br>75604 | 3.88  | \$ |
| 20 | FIRE STATION 5   | 102 W NIBLICK ST                             | LONGVIEW, TEXAS<br>75604 | 0.70  | \$ |
| 21 | FIRE STATION 6   | 2808 MCCANN RD                               | LONGVIEW, TEXAS<br>75605 | 1.67  | \$ |
| 22 | FIRE STATION 7   | 2811 GILMER RD                               | LONGVIEW, TEXAS<br>75604 | 0.82  | \$ |
| 23 | FIRE STATION 8   | 4508 MCCANN RD                               | LONGVIEW, TEXAS<br>75605 | 0.74  | \$ |
| 24 | FIRE TRAINING BUILDING   | 411 AMERICAN LEGION RD                       | LONGVIEW, TEXAS<br>75601 | 1.81  | \$ |
| 25 | FIRING RANGE   | 1400 SWINGING BRIDGE RD                      | LONGVIEW, TEXAS<br>75604 | 1.34  | \$ |
| 26 | FLEWELLEN PARK   | 100 IRIS DR                                  | LONGVIEW, TEXAS<br>75601 | 4.25  | \$ |
| 27 | GREEN STREET RECREATION  | 814 S GREEN ST                               | LONGVIEW, TEXAS<br>75602 | 1.51  | \$ |
| 28 | GUTHRIE PARK TRAILS (Acreage is underestimated-Trail is 4.64 miles long with varying mowing width) |  | LONGVIEW, TEXAS          | 1.40  | \$ |
| 29 | HARVEY JOHNSON CENTER  | 1406 E BIRDSONG ST                           | LONGVIEW, TEXAS<br>75602 | 0.78  | \$ |
| 30 | HERITAGE PLAZA   | 219 E METHVIN                                | LONGVIEW, TEXAS<br>75601 | 0.81  | \$ |
| 31 | HINSLEY PARK & COMMON GROUNDS  | 3101 N EASTMAN RD                            | LONGVIEW, TEXAS<br>75605 | 24.52 | \$ |
| 32 | HOUSING DEPARTMENT   | 1202 SIXTH ST                                | LONGVIEW, TEXAS<br>75601 | 1.06  | \$ |
| 33 | HUTCHINGS BLVD ISLANDS/MEDIAN & YOUNG @ MOBBERLY MEDIAN  | HUTCHINGS BLVD AND YOUNG ST<br>@ MOBBERLY AV | LONGVIEW, TEXAS<br>75602 | 0.91  | \$ |
| 34 | I-20 BEAUTIFICATION AREAS & ESTES MEDIANS  | ESTES PKWY @ IH- 20                          | LONGVIEW, TEXAS<br>75602 | 10.13 | \$ |
| 35 | IDYLWOOD MEDIANS (MOBBERLY TO TWELFTH ST)  | IDYLWOOD DR                                  | LONGVIEW, TEXAS<br>75602 | 0.89  | \$ |
| 36 | INGRAM PARK  | 1400 TENTH ST                                | LONGVIEW,<br>TEXAS,75601 | 10.67 | \$ |
| 37 | JUDSON RD TRAFFIC ISLANDS  | JUDSON RD @ N FREDONIA ST                    | LONGVIEW, TEXAS<br>75601 | 0.41  | \$ |
| 38 | JULIEANNA TRAIL (Acreage is underestimated-Trail is 1.52 miles long with varying mowing width)     | 726 REEL RD                                  | LONGVIEW, TEXAS<br>75604 | 0.74  | \$ |
| 39 | KIDSVIEW PARK & COMMON GROUNDS   | 101 H G MOSLEY PKWY                          | LONGVIEW, TEXAS<br>75604 | 89.34 | \$ |
| 40 | LEADERS CORE PARK  | 3513 DENSON DR                               | LONGVIEW, TEXAS<br>75604 | 0.42  | \$ |
| 41 | LETOURNEAU MEDIANS   | S HIGH ST/MOBBERLY AV @ ESTES<br>PKWY        | LONGVIEW, TEXAS<br>75602 | 0.41  | \$ |
| 42 | LONGVIEW SWIM CENTER (Mow outside fenced area)   | 1111 W FAIRMONT ST                           | LONGVIEW, TEXAS<br>75604 | 0.58  | \$ |
| 43 | LOOP 281 & EASTMAN BEAUTIFICATION AREAS  | E LOOP 281 @ N EASTMAN RD                    | LONGVIEW, TEXAS<br>75605 | 10.01 | \$ |
| 44 | LOOP 281 & HWY 31 BEAUTIFICATION AREAS   | W LOOP 281 @ HWY 31 S                        | LONGVIEW, TEXAS<br>75604 | 10.10 | \$ |
| 45 | MAGRILL PLAZA  | 500 N GREEN ST                               | LONGVIEW, TEXAS<br>75601 | 1.12  | \$ |
| 46 | MCWHORTER PARK & COMMON GROUNDS  | 1000 TOLER RD                                | LONGVIEW, TEXAS<br>75604 | 21.15 | \$ |

|    |   |                              |                          |       |    |
|----|---|------------------------------|--------------------------|-------|----|
| 47 | MCWHORTER SIGN  | W LOOP 281 @ TOLER RD        | LONGVIEW, TEXAS<br>75604 | 0.38  | \$ |
| 48 | MCWHORTER SOFTBALL COMPLEX  | 1000 TOLER RD                | LONGVIEW, TEXAS<br>75604 | 8.12  | \$ |
| 49 | MEDIA CENTER - PARKS OPERATION AND MAINTENANCE  | 321 GUM ST                   | LONGVIEW, TEXAS<br>75604 | 1.14  | \$ |
| 50 | MEDIAN @ EASTMAN & ALPINE   | N EASTMAND RD @ ALPINE RD    | LONGVIEW, TEXAS<br>75601 | 0.02  | \$ |
| 51 | MEDIAN @ EASTMAN & GARLAND  | S EASTMAND RD @ GARLAND RD   | LONGVIEW, TEXAS<br>75602 | 0.42  | \$ |
| 52 | MEDIAN @ HAWKINS & HERITAGE   | HERITAGE BL @ W HAWKINS PKWY | LONGVIEW, TEXAS<br>75605 | 0.34  | \$ |
| 53 | MEDIAN @ LOOP 281 & COTTON ST   | W LOOP 281 @ W COTTON ST     | LONGVIEW, TEXAS<br>75604 | 0.72  | \$ |
| 54 | MEDIAN @ LOOP 281 & JAYCEE DR   | W LOOP 281 @ JAYCEE DR       | LONGVIEW, TEXAS<br>75604 | 1.15  | \$ |
| 55 | MEDIAN @ MCCANN AT SPRING HILL CUT OFF  | MCCANN RD @ SPRING HILL RD   | LONGVIEW, TEXAS<br>75605 | 0.31  | \$ |
| 56 | MEDIAN @ MLK & YOUNG  | MLK BL @ YOUNG ST            | LONGVIEW, TEXAS<br>75602 | 0.57  | \$ |
| 57 | MEDIAN @ TEAGUE & WHALEY  | TEAGUE ST @ E WHALEY ST      | LONGVIEW, TEXAS<br>75601 | 0.06  | \$ |
| 58 | MEDIANS @ LOOP 281 & HARRISON RD (Shown as they exist-Will change with TXDOT Construction)  | W LOOP 281 @ HARRISON RD     | LONGVIEW, TEXAS<br>75604 | 1.46  | \$ |
| 59 | MULTI-MOBIL CENTER (TRAIN DEPOT, PARK, & LONGVIEW TRANSIT)  | 905 PACIFIC AV               | LONGVIEW, TEXAS<br>75602 | 7.46  | \$ |
| 60 | PANTHER PARK  | 2511 E GEORGE RICHEY         | LONGVIEW, TEXAS<br>75604 | 0.98  | \$ |
| 61 | PAULA MARTIN JONES  | 515 W AVALON AV              | LONGVIEW, TEXAS<br>75602 | 1.85  | \$ |
| 62 | PINEWOOD PARK   | 500 PATRICIA AV              | LONGVIEW, TEXAS<br>75602 | 5.50  | \$ |
| 63 | PUBLIC WORKS  | 933 MOBILE DR                | LONGVIEW, TEXAS<br>75604 | 13.62 | \$ |
| 64 | RECREATION DEPARTMENT & VACANT LOT  | 130 TIMPSON ST               | LONGVIEW, TEXAS<br>75602 | 1.76  | \$ |
| 65 | ROLLINS PARK  | 705 ETHELST                  | LONGVIEW, TEXAS<br>75602 | 4.48  | \$ |
| 66 | ROTARY PARK/TRAIL & GUTHRIE PARKWAY WITH FRISBEE GOLF   | 301 TUPELO DR                | LONGVIEW, TEXAS<br>75601 | 19.80 | \$ |
| 67 | SAEFTY CITY   | 323 W COTTON ST              | LONGVIEW, TEXAS<br>75601 | 2.77  | \$ |
| 68 | SPRING CREEK PARK/TRAIL & KAY CT  | 3100 MONA DR                 | LONGVIEW, TEXAS<br>75601 | 4.59  | \$ |
| 69 | SPRING HILL PARK & COMMON GROUNDS   | 734 FENTON                   | LONGVIEW, TEXAS<br>75604 | 21.19 | \$ |
| 70 | STAMPER PARK & COMMON GROUNDS   | 400 FAIR ST                  | LONGVIEW, TEXAS<br>75601 | 16.10 | \$ |
| 71 | STAMPER RESOURCE CENTER   | 502 S CENTER                 | LONGVIEW, TEXAS<br>75601 | 0.5   | \$ |
| 72 | STRAGENT LARGE DOG PARK   | 200 BILL OWENS PKWY          | LONGVIEW, TEXAS<br>75604 | 8.82  | \$ |
| 73 | STRAGENT SMALL DOG PARK/LOIS JACKSON PARK/PAUL G BOORMAN TRAIL (Acreage is underestimated - Trail is 0.51 miles long with varying mowing width) |                              | LONGVIEW, TEXAS          | 15.23 | \$ |
| 74 | TALL PINES MEDIAN   | TALL PINES AVENUE @ JUDSC    | LONGVIEW, TEXAS<br>75605 | 0.07  | \$ |
| 75 | TEAGUE PARK/TRAIL   | 415 AMERICAN LEGION BLVD     | LONGVIEW, TEXAS<br>75601 | 26.21 | \$ |
| 76 | THE GREEN   | 207 S. SPUR 63               | LONGVIEW, TEXAS<br>75601 | 8.04  | \$ |
| 77 | TIMPSON PARK & COMMON GROUNDS   | 500 TIMPSON ST               | LONGVIEW, TEXAS<br>75602 | 9.32  | \$ |
| 78 | TOLER MEDIAN  | TOLER RD @ GILMER RD         | LONGVIEW, TEXAS<br>75605 | 0.01  | \$ |
| 79 | TRIPPLE CREEK DRIVE ISLANDS   | TRIPPLE CREEK DR             | LONGVIEW, TEXAS<br>75601 | 0.66  | \$ |
| 80 | WARD PARK   | 1700 JULIENNA DR             | LONGVIEW, TEXAS<br>75604 | 4.53  | \$ |

|    |   |                         |                          |       |                                     |    |                    |    |
|----|---|-------------------------|--------------------------|-------|-------------------------------------|----|--------------------|----|
| 81 | WASTE WATER TREATMENT PLANT - GRACE CREEK   | 5211 W LOOP 281         | LONGVIEW, TEXAS<br>75603 | 31.15 | \$                                  |    |                    |    |
| 82 | WATER TREATMENT PLANT- CHEROKEE             | 3512 MLK BLVD           | LONGVIEW, TEXAS<br>75602 | 8.55  | \$                                  |    |                    |    |
| 83 | WATER TREATMENT PLANT - LOP                 | 2091FM 1844             | LONGVIEW, TEXAS<br>75605 | 17.67 | \$                                  |    |                    |    |
| 84 | WATER TREATMENT PLANT - SABINE RIVER        | 1400 SWINGING BRIDGE RD | LONGVIEW, TEXAS<br>75604 | 23.37 | \$                                  |    |                    |    |
| 85 | WELCOME TO LONGVIEW SIGN @ SPUR 63 & HWY 31 | HWY 31 @ W. SOUTH ST    | LONVIEW, TEXAS<br>75601  | 0.21  | \$                                  |    |                    |    |
| 86 | WHISPERING PINES DITCHES/ISLANDS            | WHISPERING PINES BLVD   | LONGVIEW, TEXAS<br>75604 | 1.03  | \$                                  |    |                    |    |
| 87 | WILLOW PARK                                 | 301 E BIRDSONG ST       | LONGVIEW, TEXAS<br>75602 | 4.94  | \$                                  |    |                    |    |
| 88 | WOODCREEK MEDIAN                            | WOODCREEK @ GILMER RD   | LONGVIEW, TEXAS<br>75605 | 0.02  | \$                                  |    |                    |    |
|    |   |                         |                          |       | <b>TOTAL CYCLES-<br/>CATEGORY 3</b> | \$ | <b>X 34 CYCLES</b> | \$ |

**ATTACHMENT 3 REFERENCES SHEET**

Provide company name, address, contact person, telephone number, email address and appropriate information on the services provided for three (3) references with requirements similar to those in this proposal.

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Service(s) Provided/Dates: \_\_\_\_\_

---

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Service(s) Provided/Dates: \_\_\_\_\_

---

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Service(s) Provided/Dates: \_\_\_\_\_

## ATTACHMENT 4

### TERMS AND CONDITIONS

**LEGAL NOTICES:** All legal notices required pursuant to the terms and conditions of this contract shall be executed in writing. Any notice required to be given under the terms and conditions of this Contract shall be deemed to have been given when notice is received by the party to whom it was directed, when it has been transmitted by facsimile with confirmation of transmission, or sent by U.S. Mail via certified mail-return receipt requested.

**PROJECT MANAGER/VENDOR REPRESENTATIVE:** The City will designate a Project Manager for this Contract. The City will provide written notice to the Vendor, should any subsequent project manager change. The Project Manager(s) will be the Vendor's principal point of contact regarding matters relating to this contract; will provide guidance regarding the City's goals and policies respective to their Division of the City.

The vendor must provide the City with a dedicated Project Manager as a single point of contact, overseeing all aspects of production and mailing. The vendor must provide unlimited telephone and email support to the City during normal business hours (M-F 8:00 a.m.-5:00 p.m. CST).

**WARRANTY SERVICES:** The Vendor warrants that the services shall be performed in full conformity with this Contract, with professional skill and care that would be exercised by those who perform similar services in the commercial marketplace, and in accordance with accepted industry practice.

**INTELLECTUAL PROPERTY RIGHTS:** All deliverables produced under this Contract, as well as all data, notes, and documentation collected on behalf of the City is exclusive property of the City.

**INDEPENDENT CONTRACTOR:** The successful Offeror will be an independent Contractor solely responsible for the acts, means, methods used to collect past due and delinquent accounts and outstanding fines and fees. This proposal does not seek to create an employer/employee relationship, joint enterprise, partnership, or joint venture.

**THE PURPOSE OF THIS DOCUMENT IS TO PROVIDE** for a contract for the product or services specified. The term of this contract will be until satisfactory completion of the project.

**CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City of Longview Purchasing Agent.

**CONFLICT OF INTEREST:** No public official shall have interest in this contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5. Subtitle C, Chapter 171. City of Longview Charter prohibits Council members and other officers and employees of the City of Longview from taking any direct or indirect interest in the profits or emoluments of any contract, job, work, or service for the City of Longview.

**ETHICS:** The Offeror shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the City of Longview. City of Longview may request clarification or other information sufficient to determine Offeror's ability to meet these minimum standards listed above. Failure to respond to such requests shall be cause for removal from consideration.

**INDEMNIFICATION:** The contractor agrees and shall indemnify and hold harmless City, its officers, agents, employees, and elected officials from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all, but not limited to, expenses of litigation, court costs, and attorney's fees, for injury to or death of any person, or damage to any property, arising out of or in connection with the acts and/or omissions of contractor under this contract.

**SEVERABILITY:** The invalidity, illegality or enforceability of any provision of this Contract or the occurrence of any event rendering any portion or provision of this Contract void shall in no way affect the validity or enforceability of any other portion or provision of this Contract. Any void provision shall be deemed severed from this Contract, and the balance of the Contract shall not be construed and enforced as if the Contract did not contain the particular portion or provision to be held void. The parties further agree to amend this contract to replace any stricken provision. The provisions of this clause shall not prevent this entire Contract from being void should a provision which is the essence of this Contract be determined void.

**TAXES AND WAGES:** Successful Offeror shall pay or cause to be paid, without cost or expense to City of Longview, all Social Security, Unemployment and Federal Income Withholding Taxes of all employees and all such employees shall be paid wages and benefits required by Federal and/or State Law.

**TERMINATION OF CONTRACT:** This contract shall remain in effect until the contract expires, delivery and acceptance of products and/or performance of services ordered or terminated by either party with a one hundred twenty (120) days written notice prior to any cancellation. The successful Offeror must state therein the reasons for such cancellation. The City of Longview reserves the right to award canceled contracts to the next best Offeror as it deems to be in the best interest of the City of Longview. City reserves the right to hold original contractor responsible for any resultant increase in cost.

**TERMINATION FOR DEFAULT:** The City of Longview reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City of Longview reserves the right to terminate the contract immediately in the event successful Offeror fails to:

- I. Meet schedules;
- II. Defaults in the payment of any fees; or
- III. Otherwise perform in accordance with these specifications.

Breach of contract or default authorizes the city to exercise any or all of the following rights:

- I. The City of Longview may take possession of the assigned premises and any fees accrued or becoming due to date;  
City of Longview may take possession of all goods, fixtures and materials of successful Offeror therein and may foreclose its lien against such personal property, applying the proceeds toward fees due or thereafter becoming due.

In the event the successful Offeror shall fail to perform, keep or observe any of the terms and conditions to be performed, kept or observed, City of Longview shall give the successful Offeror written notice of such default; and in the event said default is not remedied to the satisfaction and approval of the city within two (2) working days of receipt of such notice by the successful Offeror, default will be declared and all the successful Offeror's rights shall terminate. Offeror, in submitting this proposal, agrees that City of Longview shall not be liable to prosecution for damages in the event that the City of Longview declares the Offeror in default.

**NON-FUNDING CLAUSE:** The City of Longview's budget is funded on an October 1<sup>st</sup> to September 30<sup>th</sup> fiscal year basis. Accordingly, the City of Longview reserves the right to terminate this contract by giving vendor written notice, without liability to the City, in the event that funding for this contract is discontinued or is no longer available.

**PRICE ADJUSTMENT:** A price adjustment may be considered by the City of Longview only at the anniversary date of the awarded contract and shall be substantiated in writing (e.g., Wage/Labor rates, Consumer Price Index, etc.). The City of Longview reserves the right to accept or reject any/all of the price redetermination as it deems to be in the best interest of the city. In no event shall any Price increase exceed 3% of any given year or the latest 12-month percent change in the Consumer Price Index: CPI-U Services in Dallas-Fort Worth-Arlington, TX as published by the Bureau of Labor Statistics, U.S. Department of Labor. Any requested adjustment shall be fully documented and submitted to the City at the time the Contractor agrees to an extension. Any approved cost adjustments shall become effective on the beginning date of the approved contract extension. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the Contract will be considered cancelled on the scheduled expiration date.

**INVOICES** shall show all information as stated above, shall be issued and mailed directly to the City of Longview Information Services, PO Box 1952 300 West Cotton Street, Longview, Texas 75606.

**PAYMENT** will be made upon receipt and acceptance by the city of the item(s) ordered and receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S. The City's standard payment terms are net 30, i.e. payment is due in 30 days. Payments will be electronically deposited into the vendor's account.

**ITEMS** supplied under this contract shall be subject to the City of Longview's approval. Items found defective or not meeting specifications shall be picked up and replaced by the successful Offeror at the next service date, at no expense to the city. If the item(s) is not picked up within one (1) week after notification, the item(s) may be removed at the owner's expense at the discretion of the City.

**REMEDIES:** The successful Offeror and the City of Longview agree that both parties have all rights, duties and remedies available as stated in the Uniform Commercial Code.

**VENUE:** This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Longview, Texas. Venue for actions arising under this agreement in federal courts shall lie exclusively in the Eastern District of Texas, Tyler Division, and for state courts shall lie exclusively in Gregg, County, Texas.

**EQUAL EMPLOYMENT OPPORTUNITY:** The potential contractor shall comply with all applicable provisions of regulations of the U.S. Department of Commerce (Part A of Sub-title 15 of the code of Federal regulations) issued pursuant to the Civil Rights act of 1964, in regard to nondiscrimination in employment because of race, religion, color, sex, handicap, or national origin. The Offeror shall comply with all applicable Federal, State, and local laws, rules and regulations concerning equal employment opportunity.

**ASSIGNMENT:** The successful Offeror shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of the City of Longview.

**SILENCE OF SPECIFICATION:** The apparent silence of these specifications as to any detail or to the apparent omission of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. Interpretations of these specifications shall be made on the basis of this statement.

**PROPRIETARY INFORMATION:** The responders to any inquiry or proposal request shall state any restrictions on the use of data contained in their responses. Proprietary information will be handled in accordance with applicable law, regulations and policy of this jurisdiction.

**WITHDRAWAL OF PROPOSAL:** All prices, costs, terms and conditions shall remain firm and valid for a one hundred twenty (120) day period, commencing for a period of one hundred twenty (120) days following the date designated for the receipt of proposals. A proposal may not be withdrawn or canceled by the proposer without the permission of the City of Longview for a period of one hundred twenty (120) days following the date designated for the receipt of proposals, and proposer so agrees upon submittal of their proposal.

**CONFIDENTIALITY AND SECURITY:** The successful Offeror must agree to maintain security standards consistent with security policy of the City. These include strict controls of access to data and maintaining confidentiality of information gained while carrying out their duties. The successful Offeror will be required to ensure that all personnel employed on the contract, whom require access to the City of Longview information or facilities, meet the criteria for personal security clearance prescribed by the City.

All information and data furnished to the vendor by the City, and all other documents to which the vendor's employees have access during the term of the Contract, shall be treated as confidential to the City. Any oral or written disclosure to unauthorized individuals is prohibited.

The City shall not be liable under the contract for any services which are unsatisfactory or which the City has not approved.

**SUBCONTRACTING:** The awarded vendor shall not subcontract without the written approval of the City. It is expressly understood and shall be agreed by both the City and vendor that the City is contracting with the successful vendor as independent contractor. The City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the successful vendor under this contract. No part of this contract shall be subcontracted out, without proper notification AND written consent from the City of Longview.

**STORM WATER MANAGEMENT:** Contractor shall implement best management practices (BMPs) to prevent stormwater pollution to the maximum extent practicable in accordance with the City of Longview's Stormwater Management Program. These BMP's include at a minimum:

- Performing regular inspections and maintenance on vehicles and equipment to prevent fluid leaks.
- Implement standard operating procedures (SOPs) for spill prevention and cleanup that include at a minimum the following:
  - (1) arrival of the responsible person or response personnel hired by the responsible person at the site of the discharge or spill;
  - (2) initiating efforts to stop the discharge or spill; including maintaining onsite spill kits
  - (3) minimizing the impact to the public health and the environment;
  - (4) neutralizing the effects of the incident;
  - (5) removing the discharged or spilled substances; and
  - (6) managing the wastes.
- Training and equipping all employees who are present on City property in appropriate actions in accordance with the SOP.
- Provide upon request records of onsite inspections and BMP's.

**PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL:** Chapter 2270 of the Texas Government Code prohibits the City from entering into a contract with a company unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The term "boycott Israel" has the meaning assigned by Section 808.001 of the Texas Government Code. The required verification is included with and made a part of this ITB, and the same or substantially similar language must be made a part of the final contractual agreement between the City and the successful proposer.

**DISCLOSURE OF INTERESTED PARTIES:** Section 2252.908 of the Texas Government Code may require the successful proposer to file Form 1295 promulgated by the Texas Ethics Commission disclosing information about certain parties with a business interest in the successful proposer. If Form 1295 is required, the City cannot enter into a contract with the successful proposer unless the successful proposer submits Form 1295 at the time the successful proposer submits the signed lease-purchase contract to the City. Generally, the process for filing Form 1295 is as follows:

1. Prior to award by City Council, the successful proposer will be required to log in to the Texas Ethics Commission, [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm), and fill out the Electronic Filing Application.
2. Once submitted, the system will generate an electronic Form 1295 displaying a "Certificate Number." The successful proposer must print and sign Form 1295.
3. Within seven (7) business days from notification of pending award by the City of Longview Purchasing Department, the completed Form 1295 must be submitted to City of Longview.
4. The successful proposer will need to repeat this process and obtain a separate Form 1295 each time the successful proposer enters into a new contract, renews a contract or makes modification and/or amendments to a City of Longview contract.

Instructions and information are available at <https://www/ethics.state.tx.us/tec/1295-Info.htm> or you may call the Texas Ethics Commission at (512) 463-5800.

**BY SUBMITTING A PROPOSAL YOUR FIRM AGREES TO ADHERE TO SECTION 2252.908 OF THE TEXAS GOVERNMENT CODE REFERENCED ABOVE.**

**Please Note: No action is required until notification of potential award by the City of Longview Purchasing Department.**

**ATTACHMENT 5**

**City of Longview  
House Bill 89 Verification**

Pursuant to Section 2270.002 of the Texas Government Code, the City of Longview is prohibited from entering a contract for goods or services unless the contract contains a written verification from the vendor that the vendor does not boycott Israel and will not boycott Israel during the term of the contract. The statute defines the phrase "boycott Israel" to mean, "...refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes."

There are certain exceptions to this requirement. Please examine the section below entitled "Claim an Exemption." If you qualify for one or more of the exemptions listed, please fill out the section entitled "Claim an Exemption," sign it, date it, and have your signature notarized. Do not fill out the section entitled "Verification that the Company Does Not Boycott Israel."

If you do not qualify for one of the listed exemptions, do not fill out the section entitled "Claim an Exemption." Instead, fill out the section entitled "Verification that the Company Does Not Boycott Israel," sign it, date it, and have your signature notarized.

**Claim an Exemption**

I, \_\_\_\_\_ (Person name), the undersigned representative of (Company or Business Name) \_\_\_\_\_ (hereinafter referred to as the "Company") being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the Company is exempt from the requirements of Chapter 2270 of the Texas Government Code because (check all that apply):

- The Company is a sole proprietorship; or
- The Company has less than 10 full-time employees; or
- The value of the contract between the Company and the City of Longview is less than \$100,000.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF COMPANY REPRESENTATIVE

STATE OF \_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

On this day, BEFORE ME, the undersigned, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of the Company, and personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual executed the instrument for purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

[SEAL]

\_\_\_\_\_  
NOTARY PUBLIC in and for the  
State of \_\_\_\_\_

**Verification that the Company Does Not Boycott Israel**

I, \_\_\_\_\_ (Person name), the undersigned representative of (Company or Business Name) \_\_\_\_\_ (hereinafter referred to as the "Company") being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the Company, under the provisions of Chapter 2270 of the Texas Government Code:

- a. Does not boycott Israel currently; and
- b. Will not boycott Israel during the term of the contract between the Company and the City of Longview, Texas.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF COMPANY REPRESENTATIVE

STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

On this day, BEFORE ME, the undersigned, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of the Company, and personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual executed the instrument for purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

[SEAL]

\_\_\_\_\_  
NOTARY PUBLIC in and for the  
State of \_\_\_\_\_

## **ATTACHMENT 6**

### **NOTICE TO ALL CITY VENDORS AND ALL POTENTIAL CITY VENDORS:**

On May 23, 2005, the Texas Senate passed House Bill 914, adding Chapter 176 to the Local Government Code, and imposing new disclosure and reporting obligations on vendors and potential vendors to local governmental entities beginning on January 1, 2006. Failure to abide by these new statutory requirements can result in possible criminal penalties. The City of Longview is requiring you to complete the attached Conflict of Interest Questionnaire (CIQ) Form, prepared by the Texas Ethics Commission, at the direction of the legislature and strongly recommends you become familiar with House Bill 914.

The City of Longview will not provide any further interpretation or information regarding these new requirements; however, you may contact the Texas Ethics Commission at

<http://www.ethics.state.tx.us/> or at 1-512-463-5800.

Please remit the CIQ form with your proposal.

Thank you.

# CONFLICT OF INTEREST QUESTIONNAIRE

# FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).  
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.  
A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

### OFFICE USE ONLY

Date Received

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

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

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

\_\_\_\_\_  
Name of Officer

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

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

Yes  No

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

Yes  No

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

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

7

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date

**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor doing business with local governmental entity**

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

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

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

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

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

\*\*\*

(2) the vendor:

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

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

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

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

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

(3) has a family relationship with a local government officer of that local governmental entity.

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

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

**ATTACHMENT 7**

**SAMPLE-PERFORMANCE BOND**

STATE OF TEXAS  
COUNTY OF GREGG

KNOW ALL MEN BY THESE PRESENTS: That \_\_\_\_\_ of the City of \_\_\_\_\_ County of \_\_\_\_\_, and State of \_\_\_\_\_, as \_\_\_\_\_ principal, and \_\_\_\_\_ authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto the City of Longview, Texas (Owner), in the penal sum of: \_\_\_\_\_

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, to complete

**(INSERT PROJECT NAME HERE)**

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform said Contract and shall in all respects duly and faithfully observe and perform all and singular the covenants, conditions and agreements in and by said contract agreed and covenanted by the Principal to be observed and performed, and according to the true intent and meaning of said Contract and the Plans and Specifications hereto annexed, then this obligation shall be void; otherwise to remain in full force and effect;

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

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder.

PB-1

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The name and address of the Resident Agent of Surety is: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_