

**RICHLAND HILLS CITY COUNCIL
REGULAR MEETING AGENDA
OCTOBER 9, 2023
CITY HALL, 3200 DIANA DRIVE**

The Work Session and Regular Session are open to the public. If Executive Session is required, it will be held in the Council Conference Room, and is closed to the public. Please note that although the Council will generally consider the items on the agenda in the order shown below, they may elect to re-order items in order to accommodate the needs of the Council, city staff, presenters, or the public generally. Therefore, members of the public interested in any agenda item are encouraged to be in attendance at the start of the meeting.

CITY COUNCIL WORK SESSION – 6:30 PM

1. **Executive Session:** Pursuant to the Open Meetings Act, Chapter 551, Texas Government Code, Sections 551.071, 551.072, 551.073, 551.074, 551.076, 551.087, 418.183(f) and 418.106(d) & (e). **Executive Session may be held, under these exceptions, at any time during the meeting that a need arises for the City Council to seek advice from the City Attorney as to the posted subject matter of this City Council meeting.**
2. Delinquent Tax Collection Report by Linebarger Goggan Blair & Sampson, LLP
3. Discuss items listed on tonight's City Council agenda. No action will be taken and each item will be considered during the Regular Session.

REGULAR SESSION – 7:00 PM

CALL TO ORDER

INVOCATION AND PLEDGES OF ALLEGIANCE

1. PRESENTATIONS

- A. Employee Service Awards
 - Stephen May – 5 years
- B. Citizen Appearances/Public Comments

Citizen comments emailed to Lindsay Rawlinson (lrawlinson@richlandhills.com) on an item either listed on this agenda or not listed on this agenda will be heard at this time. Citizens in attendance at the meeting who have signed a card to speak to the City Council will also be heard at this time. In compliance with the Texas Open Meetings Act, unless the subject matter of the presentation is on the agenda, the city staff and City Council members are prevented from discussion of the subject and may respond only with statements of factual information or existing city policy. Public comment will not be taken on items that the Council has previously considered in a public hearing.

2. CONSENT AGENDA

All items listed below are considered to be routine by the City Council and will be enacted with one motion. There will be no separate discussion of the items unless a Councilmember or citizen so requests, in which event the item will be removed from the consent agenda and considered in its normal sequence. Approval of the consent agenda authorizes the City Manager to implement each item in accordance with staff recommendations.

- A. Approve minutes from the September 25, 2023 City Council Regular Meeting

3. PUBLIC HEARINGS, MEETINGS, AND OTHER RELATED ITEMS

- A. Consider Ordinance 1486-23 a zoning text amendment to Chapter 90 of the Comprehensive Zoning Ordinance of the City of Richland Hills by amending Article 3 to allow for certain alcohol related uses to be an authorized use by right or by specific use permit within specified zoning districts, and to establish conditional development standards for certain alcohol related uses, and to amend Article 8 to add definitions for certain alcohol related uses. **PUBLIC HEARING**
- B. Consider Ordinance 1487-23 a zoning text amendment to Chapter 90 of the Comprehensive Zoning Ordinance of the City of Richland Hills by amending Article 8 to add a definition for Fleet Vehicle and to amend the definition of "Outside Storage and Display" and "Office, Administrative, Medical or Professional." **PUBLIC HEARING**

4. ORDINANCES & RESOLUTIONS AND OTHER RELATED ITEMS

- A. None

5. CONTRACTS, AGREEMENTS, BID AWARDS AND OTHER RELATED ITEMS

- A. Consider award of bid for parking lot and site improvements at Kate Baker Park to C. Green Scaping, LP
- B. Consider award of bid for citywide landscape services to Nico's Landscaping LLC

6. OTHER ITEMS FOR CONSIDERATION

- A. None

7. REPORTS & DISCUSSIONS

- A. Water Meter Replacement Project Report

8. COMMUNITY INTEREST ITEMS

This is a standing item on the agenda of every regular meeting of the City Council. (The Texas Open Meetings Act effective September 1, 2009, provides that “a quorum of the city council may receive from municipal staff, and a member of the governing body may make, a report regarding items of community interest during a council meeting without having given notice of the subject of the report, provided no action is taken or discussed.” The Open Meetings Act does not allow Council to discuss an item concerning pending City Council business unless it is specifically, appropriately posted on the agenda.) An “item of community interest” includes the following:

- information regarding holiday schedules;
- honorary recognitions of city officials, employees, or other citizens;
- reminders about upcoming events sponsored by the city or other entity that is scheduled to be attended by a city official or city employee; and
- announcements involving imminent public health and safety threats to the city

9. EXECUTIVE SESSION

Executive Session: Pursuant to the Open Meetings Act, Chapter 551, Texas Government Code, Sections 551.071, 551.072, 551.073, 551.074, 551.076, 551.087, 418.183(f) and 418.106(d) & (e). **Executive Session may be held, under these exceptions, at any time during the meeting that a need arises for the City Council to seek advice from the City Attorney as to the posted subject matter of this City Council meeting.**

Reconvene into open session for possible action resulting from any items posted and legally discussed in Executive Session.

10. ADJOURNMENT

CERTIFICATE

I hereby certify that the above agenda was posted on this the 4th day of October 2023 by 5:30 p.m., on the official bulletin board at the Richland Hills City Hall, 3200 Diana Drive, Richland Hills, Texas, pursuant to the Texas Government Code, Chapter 551.

Lindsay Rawlinson

Lindsay Rawlinson
City Secretary



ACCESSIBILITY STATEMENT

The Facility is wheelchair accessible. If you plan to attend this public meeting and have a disability that requires special arrangements, please notify the City Secretary 48 hours in advance at (817) 616-3810 and reasonable accommodations will be made to assist you.

Memorandum

To: Honorable Mayor Edward Lopez and Richland Hills City Council Members

From: Candice Edmondson, City Manager

Date: October 9, 2023

Subject: Delinquent Tax Collections Report

Agenda Item:

Delinquent Tax Collection Report by Linebarger Goggan Blair & Sampson, LLP

Background Information:

Corey Fickes, counsel at Linebarger Goggan Blair & Sampson, LLP, will provide a delinquent tax collection report for the period of July 1, 2022 through June 30, 2023.

Financial Considerations:

N/A

Legal Review:

N/A

Board/Citizen Input:

N/A

Attachments:

N/A

Council Action Requested:

No Council Action

Memorandum

To: Honorable Mayor Edward Lopez and Richland Hills City Council Members

From: Lindsay Rawlinson, City Secretary

Date: October 9, 2023

Subject: Employee Service Award

Agenda Item:

Presentation of 5-year Service Award to Stephen May, Police Officer

Background Information:

Officer May started his law enforcement career on July 7, 2014 after over 25 years in the restaurant business. After a few years with the Dallas ISD Police Department he was hired by Richland Hills Police Department and began October 1, 2018. After successfully completing field training May was assigned to patrol where he stayed for three years. May then transitioned to the Community Services Unit where he spent just under a year.

In that time, Officer May assisted with coordinating multiple city events such as National Night Out, Trickey Treat, and the Christmas Celebration just to name a few. Officer May has also taken on the role of rebirthing the Neighborhood Crime Watch Program and creating new Crime Watch signs for the city. May's favorite city program, which he helps coordinate, is the Citizens Police Academy and the Citizens Police Academy Alumni Association, both of which are currently active.

When the School Resource Officer Position became available in July of 2022 Officer May was selected and has been in that position ever since. Officer May currently holds an Advanced Peace Officer Certification from the Texas Commission of Law Enforcement and will have 10 years of service as an officer in July 2024.

Officer May and his wife, April, are currently raising three of the sweetest and hard headed dogs in the world. Charley Pride, Winston Wiley, and Tim Riggins (who was adopted from the Richland Hills Animal Shelter). Officer May is currently training for his 11th full marathon in December and his first ultramarathon in February.

Financial Considerations:

N/A

Legal Review:

N/A

Board/Citizen Input:

N/A

Attachments:

N/A

Council Action Requested:

Presentation of 5-year Service Award to Police Officer Stephen May

Memorandum

To: Honorable Mayor Edward Lopez and Richland Hills City Council Members

From: Lindsay Rawlinson, City Secretary

Date: October 9, 2023

Subject: Minutes from the September 25, 2023 Regular City Council Meeting

Agenda Item:

Approval of minutes from the September 25, 2023 Regular City Council Meeting

Background Information:

N/A

Financial Considerations:

N/A

Legal Review:

N/A

Board/Citizen Input:

N/A

Attachments:

September 25, 2023 Draft Minutes

Council Action Requested:

Motion to approve the minutes from the September 25, 2023 Regular City Council Meeting

**RICHLAND HILLS CITY COUNCIL
REGULAR MEETING
SEPTEMBER 25, 2023
MINUTES**

Roll Call:

Council present

Edward Lopez, Mayor
G.W. Estep, Mayor Pro Tem
Douglas Knowlton, Place 1
Travis Malone, Place 2
Theresa Bledsoe, Place 3
Javier Alvarez, Place 4
Roland Goveas, Place 6

Council absent

Staff present

Candice Edmondson, City Manager
Lindsay Rawlinson, City Secretary
James Donovan, City Attorney

CITY COUNCIL WORK SESSION – 6:02 PM

1. **Executive Session:** Pursuant to the Open Meetings Act, Chapter 551, Texas Government Code, Sections 551.071, 551.072, 551.073, 551.074, 551.076, 551.087, 418.183(f) and 418.106(d) & (e). Executive Session may be held, under these exceptions, at any time during the meeting that a need arises for the City Council to seek advice from the City Attorney as to the posted subject matter of this City Council meeting.
 1. Section 551.074: Deliberation regarding Personnel Matters
 - a) Board and Commission Appointments
 - b) 75th Anniversary Committee Appointments

Motion: Motion was made by Councilmember Knowlton and seconded by Councilmember Goveas to adjourn into Executive Session at 6:02 p.m.

Motion carried by a vote of 7-0.

Mayor Lopez reconvened into open session at 6:49 p.m.

2. **Discuss items listed on tonight's City Council agenda. No action will be taken and each item will be considered during the Regular Session.**

None.

Mayor Lopez adjourned the work session at 6:49 p.m.

REGULAR SESSION – Mayor Lopez Called to Order – Time 7:00 p.m.

INVOCATION AND PLEDGES OF ALLEGIANCE – Mayor Lopez

PRESENTATIONS

1A. Texas Night Out Proclamation

Mayor Lopez read a proclamation declaring October 3, 2023 as “Texas Night Out” in Richland Hills and presented it to Police Chief Kimberly Sylvester.

1B. Fire Prevention Week Proclamation

Mayor Lopez read a proclamation declaring October 8-14, 2023 as “Fire Prevention Week” in Richland Hills and presented it to Fire Chief Russell Shelley.

1C. Code Compliance Month Proclamation

Mayor Lopez read a proclamation declaring October 2023 as “Code Compliance Month” in Richland Hills and presented it to Code Compliance Officers Melissa Scheuttig and Catherine Fullenwider.

1C. Citizen Appearances/Public Comments

Kathy Spradlin, 3316 Henry Drive, Richland Hills, inquired about a fence near her property that will be discussed at the September 26, 2023 Planning and Zoning Commission meeting. Additionally, she inquired about charities performing work in the City.

Joyce Fiaccone, 3800 Labadie, Richland Hills, expressed concern regarding an open utility grate near the intersection of Handley-Ederville Road and Latham Drive.

Curtis Bergthold, 3641 Scruggs Drive, Richland Hills, expressed concern regarding an accessory building recently installed next to a daycare center along Highway 26.

CONSENT AGENDA

2A. Approved minutes from the September 11, 2023 City Council Regular Meeting

2B. Excused the absence of Councilmember Javier Alvarez from the September 11, 2023 regular City Council meeting

Motion: Motion was made by Councilmember Malone and seconded by Mayor Pro Tem Estep to approve the consent agenda.

Motion carried by a vote of 7-0.

PUBLIC HEARINGS, MEETINGS, AND OTHER RELATED ITEMS

3A. Approved Ordinance 1483-23 approving and adopting an amended budget for Fiscal Year 2023 PUBLIC HEARING

City Manager Candice Edmondson advised that on September 26, 2022, the City Council adopted the Fiscal Year 2022-2023 (FY 2023) Budget. During FY 2023, there were revenue and expenditure/transfer items that occurred that necessitate an amendment to the total budgeted General Fund, Utility Fund, Capital Projects Fund, Vehicle Replacement Fund, and Crime Control Prevention District Fund revenues and expenditures/transfers and the Hotel Occupancy Tax Fund revenues. In the Drainage Utility Fund, Richland Hills Development Corporation Fund, and Strategic Initiative Fund there is no change to the total adopted budget only revisions within fund line-item budget amounts. The Exhibit in Ordinance 1483-23 details every amendment.

Mayor Lopez opened the public hearing at 7:30 p.m. and asked to hear from any proponents followed by opponents of the budget.

Hearing none, Mayor Lopez closed the public hearing at 7:30 p.m.

Motion: Motion was made by Councilmember Knowlton and seconded by Mayor Pro Tem Estep to approve Ordinance No. 1483-23 approving and adopting an amended budget for Fiscal Year 2023.

Motion carried by a vote of 7-0.

3B. Approved and Adopted the Fiscal Year 2024 Crime Control and Prevention District (CCPD) Budget PUBLIC HEARING

City Manager Candice Edmondson presented the item to the City Council and advised that the Fiscal Year 2023 Crime Control and Prevention District (CCPD) Budget includes estimated revenues in the amount of \$1,887,848 and estimated expenses in the amount of \$2,013,744. The budget also includes a 1 STEP (three percent) salary increase for sworn police personnel, \$19,506 for additional ticket writers, \$4,750 for the Spillman solicitor's module, \$81,228 for HVAC improvements and \$130,000 for roof screening at the law enforcement center. A transfer to the vehicle replacement fund in the amount of \$192,828 is also included for the procurement and maintenance of police department vehicles. At the end of Fiscal Year 2024, staff projects an ending fund balance of \$1,060,267. Additionally, the FY 2024 CCPD Budget was approved by the Crime Control and Prevention District at their August 28, 2023 meeting by a vote of 7-0.

Mayor Lopez opened the public hearing at 7:34 p.m. and asked to hear from any proponents followed by opponents of the budget.

Hearing none, Mayor Lopez closed the public hearing at 7:35 p.m.

Motion: Motion was made by Councilmember Malone and seconded by Councilmember Knowlton to approve and adopt the Fiscal Year 2024 Crime Control and Prevention District Budget.

Motion carried by a vote of 7-0.

3C. Approved Ordinance 1459-22 approving and adopting the Fiscal Year 2023 Budget and Multi-Year Capital Improvement Program.

City Manager Candice Edmondson presented the item to the City Council and advised that the budget summarizes the plan of municipal operations and capital projects for the fiscal year that begins October 1, 2023. The proposed budget was presented in detail during City Council Work Sessions on August 14 and August 28, and a public hearing was held on September 11, 2023. The proposed budget consists of 19 different funds. The FY 2024 Budget includes estimated revenues at \$25,639,331 and expenditures (including transfers) of \$29,474,477, which is a 2.63 percent decrease in revenues and a 10.72 percent decrease in expenditures over the FY 2023 Adopted Budget. The FY 2024 budget is based off a recommended tax rate of \$0.522689 which is \$0.016196 cents lower than the current tax rate.

The proposed FY 2024 Budget includes funding for Council and resident priorities identified in the citizen survey, strategic plan and previous budget discussions. Those priorities include:

- Comprehensive Plan updates
- Grant research & writing services
- Website enhancements
- Street improvements
- Retaining a high-quality workforce
- Infrastructure improvements & maintenance
- Street sweeping
- Traffic enforcement (Traffic Officer)

Mayor Lopez expressed his appreciation to staff and expressed confidence in the budget and budget process overall thanks to the input from the citizen survey and the strategic plan.

Mayor Lopez opened the public hearing at 7:55 p.m. and asked to hear from any proponents of the case followed by opponents of the budget.

Hearing none, Mayor Lopez closed the public hearing at 7:55 p.m.

Motion: Motion was made by Mayor Pro Tem Estep and seconded by Councilmember Bledsoe to approve Ordinance 1484-23 approving and

adopting the Fiscal Year 2024 Budget and Multi-Year Capital Improvement Program

Motion carried by a vote of 7-0.

ORDINANCES & RESOLUTIONS AND OTHER RELATED ITEMS

4A. Approved Ordinance 1485-23 setting and approving the Fiscal Year 2024 Tax Rate

City Manager Candice Edmondson advised that at the August 14, 2023 Council meeting, she presented the proposed FY 2024 General Fund Budget that included a proposed ad valorem tax rate of \$0.522689 per hundred dollars of valuation. Additionally, Council approved the Fiscal Year 2024 /Tax Year 2023 Certified Tax Roll and reviewed the 2023 Tax Rate Calculation Worksheet. Per the attached 2023 Tax Rate Calculation Worksheet, the calculated No-New-Revenue Rate (formerly known as the Effective Tax Rate) is \$0.459704/\$100.

As the proposed tax rate of \$0.522689 is greater than the No-New-Revenue Rate of \$0.459704, a public hearing was required prior to tax rate adoption. The tax rate public hearing was held on September 11, 2023.

The proposed FY 2024 ad valorem tax rate is lower than the current FY 2023 ad valorem tax rate of \$0.538885 by \$0.016196 cents. The FY 2024 allocation of the tax rate is \$0.361700 for Operations and Maintenance that funds General Fund operations and \$0.160989 for Interest and Sinking that funds debt service payments, for a total ad valorem tax rate of \$0.522689.

Motion: Motion was made by Councilmember Bledsoe and seconded by Councilmember Malone to approve Ordinance 1485-23, and that the property tax rate be increased by the adoption of a tax rate of \$0.522689, which is effectively a 13.7 percent increase in the tax rate.

Motion carried by a vote of 7-0.

CONTRACTS, AGREEMENTS, BID AWARDS AND OTHER RELATED ITEMS

5A. Approved Agreement for Use of Hotel Motel Revenue between the City of Richland Hills and CN Churchill II LLC

During the September 11, 2023 City Council meeting, Council discussed extending the Agreement for Use of Hotel Motel Revenue between the City of Richland Hills and CN Churchill II LLC. Based on Council feedback, the City Attorney prepared an amended agreement with the following revisions:

- CN Churchill III LLC has been removed from the agreement following the sale of the La Quinta Inn & Suites. The new agreement will be between the City of Richland Hills and CN Churchill II LLC only.
- The term of the agreement will be for one year and shall automatically renew for two additional one-year terms on the anniversary date of the Effective Date unless terminated by the City.
- The Tax Revenue Grant has been changed from a lump sum rate of \$55,000 to an amount not to exceed 20 percent of the total hotel occupancy tax collected from the Fairfield Inn & Suites (Hotel) in the prior fiscal year. The grant will be paid by the City between November 1st and December 1st of the current fiscal year.

The City Manager has spoken to hotel operator, Sanjiv Melwani, about the proposed revisions. Mr. Melwani is agreeable to most of the changes but requested City Council consider increasing the Tax Revenue Grant's not to exceed value from 20 percent to 30 percent.

Discussion ensued regarding the contract terms and conditions.

Motion: Motion was made by Councilmember Goveas and seconded by Councilmember Knowlton to approve Agreement for Use of Hotel Motel Revenue between the City of Richland Hills and CN Churchill II LLC`.

Motion carried by a vote of 6-0.

5B. Approved Memorandum of Understanding for Citywide Solid Waste Collection and Recycling Services between the City of Richland Hills and Allied Waste Services of Fort Worth, LLC dba Republic Services

City Manager Candice Edmondson advised that following the September 11, 2023 City Council meeting, Council directed staff to work with Republic Services to draft a Memorandum of Understanding (MOU) to better clarify the relationship and contract requirements between the City of Richland Hills and Republic Services.

Ms. Edmondson clarified language in the MOU related to bulk pickup including replacing the term "debris" with "construction debris" and what is considered acceptable waste during regular service and bulk pickup service.

Discussion ensued regarding tree limbs, what is considered loose brush and bulky waste.

Republic Services Municipal Services Manager Jeri Harwell answered several questions from Council and provided additional details regarding the necessity of cutting bundles of branches and tree limbs down to four foot sections.

Discussion further ensued and additional language and clarification was added to the MOU providing additional details for tree stumps, tree limbs, and construction debris.

Motion: Motion was made by Councilmember Goveas and seconded by Mayor Pro Tem Estep to approve the Memorandum of Understanding between the City of Richland Hills and Republic Services as amended.

The vote was as follows:

For: Mayor Lopez, Mayor Pro Tem Estep, and Councilmembers Knowlton, Bledsoe, Alvarez, and Goveas

Against: Councilmember Malone

Motion carried by a vote of 6-1.

OTHER ITEMS FOR CONSIDERATION

6A. Ratified vote approving the Fiscal Year 2024 Tax Rate

Motion: Motion was made by Councilmember Knowlton and seconded by Councilmember Bledsoe to ratify the vote approving the Fiscal Year 2024 Tax Rate.

Motion carried by a vote of 7-0.

6B. Consider appointments to Boards and Commissions

Motion: Motion was made by Councilmember Malone and seconded by Councilmember Goveas to reappoint Dr. William Anderson to Place 1, Kay Fisk to Place 3, and Kris Freudiger to Place 5 to the Animal Shelter Advisory Board for a two-year term.

Motion carried by a vote of 7-0.

Motion: Motion was made by Councilmember Knowlton and seconded by Councilmember Malone to reappoint Kenneth Keating to Place 1 of the Planning and Zoning Commission for a two-year term.

Motion carried by a vote of 7-0.

Motion: Motion was made by Councilmember Bledsoe and seconded by Councilmember Malone to reappoint Jackson Durham to Place 3 of the Planning and Zoning Commission for a two-year term.

Motion carried by a vote of 7-0.

Motion: Motion was made by Mayor Pro Tem Estep and seconded by Councilmember Malone to reappoint Kelle Jones to Place 5 of the Planning and Zoning Commission for a two-year term.

Motion carried by a vote of 7-0.

Mayor Lopez advised of vacancies on the Planning and Zoning Commission and the Zoning Board of Adjustment in the alternate positions and those places can be filled at any time. He encouraged citizens to get involved and volunteer.

6C. Consider appointments to the Richland Hills 75th Anniversary Committee

Motion: Motion was made by Councilmember Malone and seconded by Councilmember Bledsoe to appoint Shirley Goodman, Jennifer Hartzke, Susan Himes, and Natalie Howe to the 75th Anniversary Committee.

Motion carried by a vote of 7-0.

Motion: Motion was made by Councilmember Goveas and seconded by Councilmember Bledsoe to appoint Nelda Stroder, Nancy Arent, Diane Barrette, and Deborah Rodgers to the 75th Anniversary Committee.

Motion carried by a vote of 7-0.

Motion: Motion was made by Councilmember Alvarez and seconded by Councilmember Bledsoe to appoint Anne Bruton, Jenny Clark, and Bill Garretson to the 75th Anniversary Committee.

Motion carried by a vote of 7-0.

Motion: Motion was made by Mayor Lopez and seconded by Councilmember Bledsoe to appoint Joyce Fiaccone to the 75th Anniversary Committee.

Motion carried by a vote of 7-0.

REPORTS & DISCUSSIONS

7A. Street Improvement Update

Director of Public Works and Capital Projects Kip Dernovich presented the street improvement update and advised that work on Dover Lane is scheduled for completion by September 28, 2023. He provided an update on road projects on Magnolia Park and the intersection of Handley Ederville Road and Burns.

7B. August Department Reports

Director of Public Works and Capital Projects Kip Dernovich provided a brief recap of Public Works activities in the month of August including pothole repairs made.

Fire Chief Russell Shelley provided the Fire Department update and advised of response times, training, and a fire in August.

Assistant to the City Manager Logan Thatcher presented the Development update and advised of new businesses and permits issued.

COMMUNITY INTEREST ITEMS

8. Mayor Pro Tem Estep advised of several upcoming events:

- Tuesday, October 10, 2023, Richland Hills Literary Club, Public Library, 6:30 p.m.;
- Thursday, October 12, 2023,
 - o Senior Lunch Bunch and Bingo, The Link, 12:00 to 2:00 p.m.;
 - o Tarrant County Food Pantry, The Link parking lot, 5:30 to 7:00 p.m.; and
- Solar Eclipse September, celebrating the October 16 solar eclipse, Public Library;
- Every Thursday, Coffee Talk, Public Library, 10:00 to 11:30 a.m.;

EXECUTIVE SESSION

9. **Executive Session:** Pursuant to the Open Meetings Act, Chapter 551, Texas Government Code, Sec. 551.071, Sec. 551.072, Sec. 551.073, Sec. 551.074, Sec. 551.076, Sec. 551.087 and Sec. 418.0183 (f) and 418.106 (d) & (e) of the Texas Government Code (Texas Disaster Act).

None.

ADJOURNMENT

10. A motion was made by Councilmember Goveas and seconded by Mayor Pro Tem Estep to adjourn.

Motion carried by a vote of 7-0.

There being no further business to come before the City Council, Mayor Lopez declared the meeting adjourned at 9:43 p.m.

ATTEST:

APPROVED:

Lindsay Rawlinson, City Secretary

Edward Lopez, Mayor

Memorandum

To: Honorable Mayor Edward Lopez and Richland Hills City Council Members

From: Logan Thatcher, Development Services Manager

Date: October 9, 2023

Subject: Zoning Text Amendment – Alcohol Uses

Agenda Item:

Consider Ordinance 1486-23 a zoning text amendment to Chapter 90 of the Comprehensive Zoning Ordinance of the City of Richland Hills by amending Article 3 to allow for certain alcohol related uses to be an authorized use by right or by specific use permit within specified zoning districts, and to establish conditional development standards for certain alcohol related uses, and to amend Article 8 to add definitions for certain alcohol related uses. **PUBLIC HEARING**

Background Information:

In December of 2000, Richland Hills voters approved two local option elections to allow “the legal sale of beer and wine for off-premises consumption only” and “the legal sale of mixed beverages in restaurants by food and beverage certificate holders only”. In October of 2020 the Planning and Zoning Commission discussed adding alcohol uses that are in correlation with the local options mentioned. Those uses are listed below and defined as:

Brewery. A facility that (1) manufactures, bottles, packages, and labels malt liquor, ale, and beer; or (2) sells finished products to wholesalers/distributors; and/or (3) performs any other activity authorized by Chapter 12, Brewer’s Permit, of the Texas Alcoholic Beverage Code, as amended.

Brewpub. A facility that (1) manufactures, brews, bottles, cans, packages, and labels malt liquor, ale, and beer; (2) sells or offers without charge malt liquor, ale or beer produced by the brewpub to ultimate consumers for consumption on or off the premises; and/or (3) performs any other activity authorized by Chapter 74, Brewpub License, of the Texas Alcoholic Beverage Code, as amended.

Tap Room. An establishment having as its principal or predominant use the retail sales of malt liquor, ale, or beer for consumption on or off the premises, and that derives less than 75 percent (75%) of the establishment’s gross revenue from the sale of malt liquor, ale, or beer from on-premise consumption.

Wine Bar. An establishment having as its principal or predominant use the retail sales of wine for consumption on or off the premises, and that derives less than 75

percent (75%) of the establishment's gross revenue from the sale of wine from on-premise consumption.

Winery. A facility that (1) ferments juices from grapes and/or other fruit; (2) blends wines; (3) manufactures, bottles, labels, and packages wine; and/or (4) performs any other activity authorized by Chapter 16, Winery Permit, of the Texas Alcoholic Beverage Code, as amended.

On November 7th, there will be a local option election for voters to allow package stores in Richland Hills. City staff recommends adding a use for package store to our ordinances in preparation of the election. The definition would read as follows:

Package Liquor Store. A building or premises where the primary use is the retail sale of vinous (wine) or spirituous alcoholic beverages for off-premises consumption.

Any venue selling alcohol for "on premises consumption" would need to meet TABC food and beverage certificate requirements.

Financial Considerations:

There are no financial considerations for the zoning text amendments.

Legal Review:

The City Attorney has reviewed the ordinance.

Board/Citizen Input:

The Planning & Zoning Commission considered the zoning text amendments at their September 26, 2023 meeting and recommended approval 3-0.

Attachments:

Ordinance 1486-23
Exhibit A – Use Chart
Article II Section 18, Alcoholic Beverages, of Richland Hills Code of Ordinances

Council Action Requested:

Motion to approve Ordinance 1486-23 a zoning text amendment to Chapter 90 of the Comprehensive Zoning Ordinance of the City of Richland Hills by amending Article 3 to allow for certain alcohol related uses to be an authorized use by right or by specific use permit within specified zoning districts, and to establish conditional development standards for certain alcohol related uses, and to amend Article 8 to add definitions for certain alcohol related uses.

ORDINANCE NO. 1486-23

AN ORDINANCE AMENDING CHAPTER 90 OF THE CITY CODE, AS AMENDED, THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF RICHLAND HILLS; AMENDING ARTICLE 3 TO ALLOW FOR CERTAIN ALCOHOL RELATED USES TO BE AN AUTHORIZED USE BY RIGHT OR BY SPECIFIC USE PERMIT WITHIN SPECIFIED ZONING DISTRICTS, AND TO ESTABLISH CONDITIONAL DEVELOPMENT STANDARDS FOR CERTAIN ALCOHOL RELATED USES, AND TO AMEND ARTICLE 8 TO ADD DEFINITIONS FOR CERTAIN ALCOHOL RELATED USES; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Richland Hills is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, pursuant to Chapter 211 of the Local Government Code, the City has adopted a Comprehensive Zoning Ordinance and map regulating the location and use of buildings, other structures and land for business, industrial, residential or other purposes, and providing for a method to amend said ordinance and map for the purpose of promoting the public health, safety, morals and general welfare, all in accordance with a comprehensive plan; and

WHEREAS, a public hearing was held by the Planning and Zoning Commission on September 26, 2023 and thereafter by the City Council on October 9, 2023, with respect to the proposed use changes described herein; and

WHEREAS, all requirements of law dealing with notice to other property owners, publication and all procedural requirements have been complied with in accordance with the Comprehensive Zoning Ordinance and Chapter 211 of the Local Government Code; and

WHEREAS, the City Council of the City does hereby deem it advisable and in the public interest to amend Chapter 90 of the City Code, as amended, as described herein; and

WHEREAS, the proposed change is consistent with the City's comprehensive land use plan.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF RICHLAND HILLS, TEXAS, THAT;

SECTION 1. ZONING TEXT AMENDMENT

Chapter 90, Article 3, Section 3.02 “Use Chart” is hereby amended to allow the uses detailed in the attached hereto **Exhibit A** to be inserted into the Use Chart under “Nonresidential Uses” alphabetically.

SECTION 2. ZONING TEXT AMENDMENT

Chapter 90, Article 3, Section 3.02.01 “Conditional Development Standards” is hereby amended by adding subsection (A)(21) to read as follows:

- The sale of alcoholic beverages within 300 feet of a church, public school or public hospital is prohibited.
- Must have all required state and local licenses and permits, and the exterior structure must comply with development regulations for the applicable zoning district.

SECTION 3. ZONING TEXT AMENDMENT

Chapter 90, Article 8, “Definitions” is hereby amended to the following definitions in alphabetical order:

Brewery. A facility that (1) manufactures, bottles, packages, and labels malt liquor, ale, and beer; or (2) sells finished products to wholesalers/distributors; and/or (3) performs any other activity authorized by Chapter 12, Brewer’s Permit, of the Texas Alcoholic Beverage Code, as amended.

Brewpub. A facility that (1) manufactures, brews, bottles, cans, packages, and labels malt liquor, ale, and beer; (2) sells or offers without charge malt liquor, ale or beer produced by the brewpub to ultimate consumers for consumption on or off the premises; and/or (3) performs any other activity authorized by Chapter 74, Brewpub License, of the Texas Alcoholic Beverage Code, as amended.

Package Liquor Store. A building or premises where the primary use is the retail sale of vinous (wine) or spirituous alcoholic beverages for off-premises consumption.

Tap Room. An establishment having as its principal or predominant use the retail sales of malt liquor, ale, or beer for consumption on or off the premises, and that derives less than 75 percent (75%) of the establishment’s gross revenue from the sale of malt liquor, ale, or beer from on-premise consumption.

Wine Bar. An establishment having as its principal or predominant use the retail sales of wine for consumption on or off the premises, and that derives less than 75 percent (75%) of the establishment's gross revenue from the sale of wine from on-premise consumption.

Winery. A facility that (1) ferments juices from grapes and/or other fruit; (2) blends wines; (3) manufactures, bottles, labels, and packages wine; and/or (4) performs any other activity authorized by Chapter 16, Winery Permit, of the Texas Alcoholic Beverage Code, as amended.

SECTION 4. CUMULATIVE CLAUSE

This Ordinance shall be cumulative of all other ordinances of the City of Richland Hills affecting zoning and land use, and shall not repeal any of the provisions of such ordinances except in those instances where provisions of such ordinances are in direct conflict with the provisions of this Ordinance.

SECTION 5. SEVERABILITY CLAUSE

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph, or section.

SECTION 6. SAVINGS CLAUSE

All rights or remedies of the City are expressly saved as to any and all violations of Chapter 90, as amended, or any other ordinance affecting zoning and land use that have accrued at the time of the effective date of this Ordinance and as to such accrued violations and all pending litigation, both civil and criminal, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 7. PENALTY CLAUSE

Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this Ordinance shall be fined not more than Two Thousand Dollars (\$2,000.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense. In addition, any person, firm or corporation who violates, disobeys, omits, neglects or refuses to

comply with or who resists the enforcement of any of the provisions of this Ordinance may be subjected to such civil penalties as authorized by law.

**SECTION 8.
PUBLICATION CLAUSE**

The City Secretary of the City of Richland Hills is hereby directed to publish caption, penalty clause, and effective date clause in the official newspaper as/if required by law.

**SECTION 9.
EFFECTIVE DATE**

This Ordinance shall be in full force and effect from and after its passage, and it is so ordained.

APPROVED AND ADOPTED at a regular meeting of the Richland Hills City Council on October 9, 2023, by a vote of _____ ayes, _____ nays, and _____ abstentions.

APPROVED:

The Honorable Mayor Edward Lopez

ATTEST:

Lindsay Rawlinson, City Secretary

Section 3.02. - Use Chart

	Residential							Nonresidential						Special		Parking
	SF-E Single-Family Residential Estate	SF-10 Single-Family Residential	SF-7 Single-Family Residential	MF-1 Two-Family (Duplex) Residential	MF-2 Multiple-Family Residential Medium Density	MF-3 Multiple-Family Residential High Density	MH Manufactured Home (HUD Code)	P Professional Office	R Retail	LC Light Commercial	HC Heavy Commercial	I Industrial	BP Business Park	MX Mixed Use	Entertainment District Overlay	Minimum Requirement (see Section 8(F) Parking Requirement Based on Use)
	Nonresidential Uses															
Brewery											S	S	S			1 space per 1,000 square feet
Brewpub								S	S	S	S		S	S	S	1 space per 1,000 square feet
Package Liquor Store								S	S	S	S		S	S	S	1 Space per 300 square feet
Tap Room								S	S	S	S		S	S	S	Standalone: 1 space for each 100 square feet In-line: 1 space per 200 square feet
Wine Bar								S	S	S	S		S	S	S	Standalone: 1 space for each 100 square feet
Winery											S	S	S			1 space per 1,000 square feet

Article II Alcoholic Beverages

§ 18-31. Permit fee.

The city council hereby levies and shall collect one-half of the state fee collected for each permit issued under the state alcoholic beverage code for premises located within the corporate limits of the city as provided in V.T.C.A., Alcoholic Beverage Code § 11.38. [Code 1984, ch. 4, § 11(A)(1)]

§ 18-32. License fee.

The city council does hereby levy and shall collect one-half of the state fee for each license, issued under the Alcoholic Beverage Code for premises located within the corporate limits of the city as provided in V.T.C.A., Alcoholic Beverage Code § 61.36. [Code 1984, ch. 4, § 11(A)(2)]

§ 18-33. Selling of alcoholic beverages restricted to certain hours.

Any person authorized to offer for sale alcoholic beverages within the city limits may do so only during the hours authorized under the state alcoholic beverage code. [Code 1984, ch. 4, § 11(B)]

§ 18-34. Unlawful to drink or possess intoxicating liquors within certain areas.

- (a) Ball fields. It shall be unlawful for any person to carry, possess or drink any alcoholic or intoxicating beverage in or upon the grounds of any city-owned or operated baseball or softball field.
- (b) Swimming pool areas. It shall be unlawful for any person to carry, possess or drink any alcoholic or intoxicating beverage in any city-owned or operated swimming pool area.
- (c) City facilities and park areas. Unless permission is granted pursuant to a rental policy approved by the city manager, the following shall be prohibited:
 - (1) It shall be unlawful for any person to sell or otherwise provide or make available any alcoholic or intoxicating beverage in any city-owned or operated building, facility or park.
 - (2) It shall also be unlawful for any person to possess or consume any alcoholic or intoxicating beverage in or bring such alcoholic or intoxicating beverage into or upon the grounds of any city-owned or operated building, facility or park.

[Code 1984, ch. 4, § 11(E); Ord. No. 1324-17, § 1, 2-7-2017]

§ 18-35. Sales near churches, schools or hospitals.

- (a) The sale of alcoholic beverages within 300 feet of a church, public school or public hospital as determined by measurements prescribed in this article is prohibited.

§ 18-35

§ 18-37

- (b) The measurement of the distance between the place of business where alcoholic beverages are sold and the church or public hospital shall be along the property lines of the street fronts and from front door to front door and in direct line across intersections.
- (c) The measurement of the distance between the place of business where alcoholic beverages are sold and the public school shall be from the nearest property line of the public school to the nearest property line of the place of business, along street lines and in direct lines across intersections.
- (d) For any permit or license covering premises which minors are prohibited from entering under V.T.C.A., Alcoholic Beverage Code § 109.53, the measurement of the distance between the premises and a public school shall be from the nearest property line of the public school to the nearest property line of such premises and in a direct line across intersections.

[Code 1984, ch. 4, § 11(C), (D); Ord. No. 888-00, § I, 12-12-2000]

§ 18-36. Selling beer in residential areas prohibited.

It shall be unlawful for any person to sell or offer for sale beer in any area of the city zoned for residential use under the zoning ordinance of the city as such zoning ordinance now exists or may hereafter be amended.

[Code 1984, ch. 4, § 11(F)]

§ 18-37. through § 18-60. (Reserved)

Memorandum

To: Honorable Mayor Edward Lopez and Richland Hills City Council Members

From: Logan Thatcher, Development Services Manager

Date: October 9, 2023

Subject: Zoning Text Amendment – Fleet Vehicles

Agenda Item:

Consider Ordinance 1487-23 a zoning text amendment to Chapter 90 of the Comprehensive Zoning Ordinance of the City of Richland Hills by amending Article 8 to add a definition for Fleet Vehicle and to amend the definition of “Outside Storage and Display” and “Office, Administrative, Medical or Professional.” **PUBLIC HEARING**

Background Information:

City staff recommends adding a clear definition for Fleet Vehicle in Chapter 90, Article 8, “Definitions” and amending definitions that reference fleet vehicles. The definition for fleet vehicles would read as:

Fleet Vehicle. Any vehicle owned or operated by the person, company or business which is used for purposes of delivery, pick up or service to patrons of the primary use. Any Heavy Load Vehicle or any chassis cab truck with an enclosed cuboid-shaped cargo area – otherwise referred to as box truck, box van, cube van, or bob truck - are excluded from being a Fleet Vehicle.

The amended definitions would read as:

“Outside Storage and Display. A primary land use providing outdoor storage or display of commodities, materials, goods, equipment, vehicles, or merchandise in its normal day-to-day business activities. This definition excludes new and used sale or lease of automobiles, motorcycles recreational vehicles, boats, or watercrafts. This definition does not include temporary outside merchandise display, such as a sidewalk sale. Fleet Vehicles are not included in this definition.”

“Office, Administrative, Medical or Professional. A building used for the provision of executive, management, or administrative services. Typical uses include, but are not limited to, administrative offices and services including real estate, property management, investment, medical, home health care, chiropractor, architect, engineer, travel, secretarial services, accounting organizations and associations, and vehicle rental office.”

Financial Considerations:

There are no financial considerations for the zoning text amendments.

Legal Review:

The City Attorney has reviewed the ordinance.

Board/Citizen Input:

The Planning & Zoning Commission considered the zoning text amendments at their September 26, 2023 meeting and recommended approval 3-0.

Attachments:

Ordinance 1487-23

Council Action Requested:

Motion to approve Ordinance 1487-23 a zoning text amendment to Chapter 90 of the Comprehensive Zoning Ordinance of the City of Richland Hills by amending Article 8 to add a definition for Fleet Vehicle and to amend the definition of "Outside Storage and Display" and "Office, Administrative, Medical or Professional."

ORDINANCE NO. 1487-23

AN ORDINANCE AMENDING CHAPTER 90 OF THE CITY CODE, AS AMENDED, THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF RICHLAND HILLS; AMENDING ARTICLE 8 TO ADD A DEFINITION FOR FLEET VEHICLE AND TO AMEND THE DEFINITION OF “OUTSIDE STORAGE AND DISPLAY” AND “OFFICE, ADMINISTRATIVE, MEDICAL OR PROFESSIONAL.”; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Richland Hills is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, pursuant to Chapter 211 of the Local Government Code, the City has adopted a Comprehensive Zoning Ordinance and map regulating the location and use of buildings, other structures and land for business, industrial, residential or other purposes, and providing for a method to amend said ordinance and map for the purpose of promoting the public health, safety, morals and general welfare, all in accordance with a comprehensive plan; and

WHEREAS, a public hearing was held by the Planning and Zoning Commission on September 26, 2023 and thereafter by the City Council on October 9, 2023, with respect to the proposed use changes described herein; and

WHEREAS, all requirements of law dealing with notice to other property owners, publication and all procedural requirements have been complied with in accordance with the Comprehensive Zoning Ordinance and Chapter 211 of the Local Government Code; and

WHEREAS, the City Council of the City does hereby deem it advisable and in the public interest to amend Chapter 90 of the City Code, as amended, as described herein; and

WHEREAS, the proposed change is consistent with the City’s comprehensive land use plan.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF RICHLAND HILLS, TEXAS, THAT:

SECTION 1. ZONING TEXT AMENDMENT

Chapter 90, Article 8, "Definitions" is hereby amended to the following definition in alphabetical order:

Fleet Vehicle. Any vehicle owned or operated by the person, company or business which is used for purposes of delivery, pick up or service to patrons of the primary use. Any Heavy Load Vehicle or any chassis cab truck with an enclosed cuboid-shaped cargo area – otherwise referred to as box truck, box van, cube van, or bob truck - are excluded from being a Fleet Vehicle.

SECTION 2. ZONING TEXT AMENDMENT

Chapter 90, Article 8, "Definitions" is hereby amended to revise the following definitions to read as follows:

"Outside Storage and Display. A primary land use providing outdoor storage or display of commodities, materials, goods, equipment, vehicles, or merchandise in its normal day-to-day business activities. This definition excludes new and used sale or lease of automobiles, motorcycles recreational vehicles, boats, or watercrafts. This definition does not include temporary outside merchandise display, such as a sidewalk sale. Fleet Vehicles are not included in this definition."

"Office, Administrative, Medical or Professional. A building used for the provision of executive, management, or administrative services. Typical uses include, but are not limited to, administrative offices and services including real estate, property management, investment, medical, home health care, chiropractor, architect, engineer, travel, secretarial services, accounting organizations and associations, and vehicle rental office."

SECTION 3. CUMULATIVE CLAUSE

This Ordinance shall be cumulative of all other ordinances of the City of Richland Hills affecting zoning and land use, and shall not repeal any of the provisions of such ordinances except in those instances where provisions of such ordinances are in direct conflict with the provisions of this Ordinance.

SECTION 4. SEVERABILITY CLAUSE

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction,

such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph, or section.

SECTION 5. SAVINGS CLAUSE

All rights or remedies of the City are expressly saved as to any and all violations of Chapter 90, as amended, or any other ordinance affecting zoning and land use that have accrued at the time of the effective date of this Ordinance and as to such accrued violations and all pending litigation, both civil and criminal, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 6. PENALTY CLAUSE

Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this Ordinance shall be fined not more than Two Thousand Dollars (\$2,000.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense. In addition, any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this Ordinance may be subjected to such civil penalties as authorized by law.

SECTION 7. PUBLICATION CLAUSE

The City Secretary of the City of Richland Hills is hereby directed to publish caption, penalty clause, and effective date clause in the official newspaper as/if required by law.

SECTION 8. EFFECTIVE DATE

This Ordinance shall be in full force and effect from and after its passage, and it is so ordained.

APPROVED AND ADOPTED at a regular meeting of the Richland Hills City Council on October 9, 2023, by a vote of _____ ayes, _____ nays, and _____ abstentions.

APPROVED:

The Honorable Mayor Edward Lopez

ATTEST:

Lindsay Rawlinson, City Secretary

Memorandum

To: Honorable Mayor Edward Lopez and Richland Hills City Council Members

From: Jason Brown, Director of Parks and Recreation

Date: October 9, 2023

Subject: Bid Award – Kate Baker Park Improvements

Agenda Item:

Consider award of bid for parking lot and site improvements at Kate Baker Park to C. Green Scaping, LP

Background Information:

In 2019, the Richland Hills City Council adopted the Parks Master Plan detailing future improvements to the City's parks system. During the FY 2023 budget process, the Richland Hills Development Corporation and City Council approved funding for the construction of a parking lot and restroom/pavilion structure at Kate Baker Park. The restroom/pavilion structure was purchased last year, and the remaining funds have been carried forward into the FY 2024 Budget to complete the improvements.

Parkhill completed design and engineering of the parking lot and site improvements. A Request for Bids was issued on August 14, 2023 and bid proposals were opened on September 12, 2023. Seven (7) responsive bids were received with C. Green Scaping, LP submitting the lowest responsive bid in the amount of \$275,278.00.

C. Green Scaping, LP was successfully vetted by Parkhill. They have completed numerous projects for cities in the DFW Metroplex and received positive recommendations. C. Green Scaping is currently constructing improvements at the Richland Hills Animal Services Center and along the Latham Channel. Staff has been satisfied with their performance so far.

Financial Considerations:

Funding in the amount of \$600,000 was included in the FY 2024 RHDC Budget for improvements at Kate Baker Park.

Legal Review:

The City Attorney has reviewed the construction contract documents.

Board/Citizen Input:

N/A

Attachments:

C. Green Scaping, LP Bid Submittal
Bid Tabulation Form
Staff Recommendation Memo

Council Action Requested:

Motion to approve the award of bid to C. Green Scaping, LP for parking lot and site improvements at Kate Baker Park in the amount of \$275,278.00.

City of Richland Hills
Kate Baker Park Improvements

SECTION 00 43 13 – BID BOND

CONTRACTOR:

(Name, legal status, and address)

C Green Scaping, LP
2401 Handley Ederville Road
Ft Worth, TX 76226

SURETY:

(Name, legal status, and principal place of business)

Merchants Bonding Company (Mutual)
PO Box 14498
Des Moines, IA 50306

OWNER:

(Name, legal status, and address)

City of Richland Hills
3200 Diana Drive
Richland Hills, Texas 76118

BOND AMOUNT: Five Percent of the Greatest
Amount Bid (5%GAB)

PROJECT:

(Name, location or address, and Project number, if any)

Kate Baker Park Improvements
3555 Vance Road
Richland Hills, Texas 76118
Parkhill Project No. 12335.22

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

City of Richland Hills
Kate Baker Park Improvements

Signed and sealed this 12 » day of September », « 2023 »

C Green Scaping, LP

(Contractor as Principal)

(Seal)

Stacy Highmell
(Witness)

~~VP.~~ (Curtis T. Green)
(Title)

Merchants Bonding Company (Mutual)

(Surety)

(Seal)

Page Terry
(Witness) Page Terry - Customer Representative

Ginny Buchanan
(Title) Ginny Buchanan - Power of Attorney

MERCHANTS
BONDING COMPANY
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Chris Long; Diana Adame; Erin Neill; Ginny Buchanan; James E King; Jeffery Buckley; Kyle King; Kylie Kelsoe; Melissa Pirkey; Stephen Hopkins

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 27th day of December, 2022.



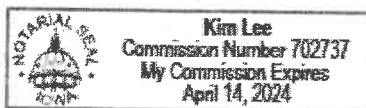
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 27th day of December 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

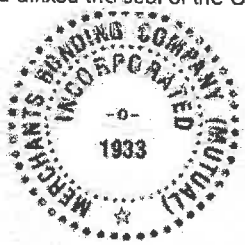


Kim Lee
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 12 day of September, 2023.



William Warner Jr.
Secretary

City of Richland Hills
Kate Baker Park Improvements

DOCUMENT 00 41 00 - BID FORM

Date: September 12 20 23

JASON BROWN
3200 DIANA DRIVE
RICHLAND HILLS, TEXAS 76118

Dear Sir:

The undersigned, having made an on-site inspection of the premises and becoming aware of all other conditions affecting the cost and/or execution of the Work, and having carefully examined the Specifications, Drawings, and related documents entitled:

**KATE BAKER PARK IMPROVEMENTS
RICHLAND HILLS, TEXAS 76118**

as prepared by Parkhill 255 N. Center Street, Suite 100, Arlington, Texas 76011; 817.649.3216, proposes to furnish all materials, labor, and equipment necessary to complete the Work in accordance with said documents, for the following sum:

Two hundred seventy-five thousand, two
I. BASE BID: hundred seventy-eight Dollars (\$ 275,278.00)

II. BID ~~OPTIONS~~ ITEMS:

~~OPTION~~ ITEM #1 EROSION CONTROL PLAN: Provision of required Stormwater Pollution Prevention Plan including maintenance and inspections for duration of Project as specified in lump sum price of **Sixteen thousand, nine hundred sixty-two dollars**

Dollars (\$ 16,962.00)

~~OPTION~~ ITEM #2 TREE PROTECTION AND TEMPORARY FENCE: Furnish, install, maintain, and remove temporary 6-foot-tall chain link fence and tree protection fence for the duration of Project, complete and in place per plans, Specifications, and Addenda for the lump sum price of

Dollars (\$ 5,200.00 **Five thousand, two hundred dollars**)

~~OPTION~~ ITEM #3 DEMOLITION: All demolition including, but not limited to, full-depth saw cut, demolition and disposal of concrete, tree removal, and disposal of spoils/trash per plans, Specifications, and Addenda for the lump sum price of

Dollars (\$ 12,315.00 **Twelve thousand, three hundred fifteen dollars**)

~~OPTION~~ ITEM #4 EARTHWORK: All earthwork including, but not limited to, mass cut/fill, import/export of soils as needed to achieve plan grades, process of utility spoils, strip and relay of topsoil, fine grade to ± 0.05 feet, stockpile of sufficient topsoil for backfilling, backfill of all work, fine

City of Richland Hills
Kate Baker Park Improvements

grade for Site, minor swale work, erosion repair, and disposal of spoils per plans, Specifications, and Addenda for the lump sum of

Dollars (\$ 49,578.00 Forty-nine thousand, five hundred seventy-eight dollars)

OPTION ITEM #5 UTILITIES: All water and sanitary sewer utilities installed to meet City of Richland Hills standards including backfill and cleanup complete and in place plans, Specifications, and Addenda for the lump sum price of

Dollars (\$ 10,730.00 Ten thousand, seven hundred thirty dollars)

OPTION ITEM #6 SITE CONCRETE: All Site concrete including, but not limited to, excavation, subgrade preparation, sidewalk, accessible ramps, concrete edge, curb and gutter, sawn-control, isolation joints, joint sealant, backfill, and cleanup complete and in place per plans, Specifications, and Addenda for the lump sum price of

Dollars (\$ 127,158.00 One hundred twenty-seven thousand, one hundred fifty-eight dollars)

OPTION ITEM #7 PARKING LOT STRIPING AND SIGNAGE: All striping, pavement markings, and signage including, but not limited to, removal of existing striping, pressure wash, parking stripes, accessible symbol and aisle, wheel stops, accessible signs, Project sign, building plaque, backfill, and cleanup complete and in place per plans, Specifications, and Addenda for the lump sum of

Dollars (\$ 6,480.00 Six thousand, four hundred eighty dollars)

OPTION ITEM #8 LANDSCAPE: Furnish and install landscape including, but not limited to, trees and shrubs, plant bed excavation, plant bed soil mix, compost, mulch, backfill, fine grading, turfgrass establishment, and cleanup per plans, Specifications, and Addenda for the lump sum price of

Dollars (\$ 46,855.00 Forty-six thousand, eight hundred fifty-five dollars)

TOTAL BASE BID INCLUDING OPTIONS: Two hundred seventy-five thousand, two hundred seventy-eight Dollars (\$ 275,278.00)

(Note: Bid items is a break down of the Base Bid and should total the same amount. All amounts shall be shown in both written and figure form. In case of discrepancy between the written amount and the figure, the written amount will govern.)

We have included, in the Bid sum, all applicable taxes, all material, and contingency.

III. UNIT PRICES:

This Project is being bid lump sum. The undersigned agrees that in case additional work or materials installation or deduction of work or materials are authorized and requested only by the Owner, the following Unit Prices will be used in adjusting the Contract price. These Unit Prices shall include all overhead, profit, taxes, materials, labor, incidentals, etc., for a complete installation.

City of Richland Hills
Kate Baker Park Improvements

Unit Price for 5-inch concrete paving on compacted subgrade, complete and in place, per square foot:

Eight Dollars (\$ 8.00)

Unit Price for 6-inch concrete paving on 8-inch lime-treated subgrade, complete and in place, per square foot:

One dollar and fifty cents Dollars (\$ 1.50)

Unit Price for 1-inch Type K Soft Copper waterline, as specified, complete and in place, per linear foot:

Thirty-two Dollars (\$ 32.00)

Unit Price for 4-inch PVC sanitary sewer line, as specified, complete and in place, per linear foot:

Forty-three Dollars (\$ 43.00)

Unit Price for block sod, as specified, complete and in place, per square foot:

No dollars and sixty cents Dollars (\$ 0.60)

Unit Price for Bald Cypress noted on Planting Plan:

One thousand, two hundred Dollars (\$ 1,200.00)

Unit Price for Cedar Elm noted on Planting Plan:

One thousand, one hundred Dollars (\$ 1,100.00)

Unit Price for Texas Sage noted on Planting Plan:

Thirty- three Dollars (\$ 33.00)

(Note: All amounts shall be shown in both written and figure form. In case of discrepancy between the written amount and the figure, the written amount will govern.)

The undersigned acknowledges receipt of 2 Addenda to the Drawings and Project Manual as follows:

No. 1 Date 8/17/23 ; No. Date ; No. Date

No. 2 Date 9/7/23 ; No. Date ; No. Date

(The Bidder is to fill in I.D. Number and date of each thereby acknowledging receipt of Addenda).

If awarded the Contract, the undersigned agrees to commence work under this Contract on or before a date to be specified in Written Notice to Proceed and to substantially complete the Project within 180 calendar days from Notice to Proceed unless modified by Change Order and to reach Final Completion 30 days after Substantial Completion.

1. Bidder hereby agrees to commence Work within ten (10) days after the written Notice to Proceed shall have been given to them, and to Substantially Complete the Work within the

City of Richland Hills
Kate Baker Park Improvements

- above number of calendar days after the effective start date as shown in the Notice to Proceed and accepts the two-hundred and fifty dollars (\$250.00) per day liquidated damages provision of the Construction Agreement, in the event of failure to timely obtain Substantial Completion within the specified time period as fair and just compensation to the City of Richland Hills (City) for the damages it suffers as a result of any such delays. Substantial Completion is defined in the General Conditions.
2. Bidder agrees that the Work will reach Final Completion within the above number of calendar days after effective start date as shown in the Notice to Proceed and accepts the ~~two hundred and fifty~~ five hundred dollars (\$~~250~~500.00) per day liquidated damages provision of the Supplementary Conditions in the event of failure to reach Final Completion of the Work within the specified time period as fair and just compensation to the City for the damages it suffers as a result of any such delays.
 3. Bidder proposes and agrees, if this Bid is accepted, to enter into a Construction Agreement with the City in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.
 4. Bidder accepts all of the terms and conditions of the Request for Bids and the Instructions to Bidders.

Bidder agrees to pay the Owner \$~~250~~500.00 per day, as liquidated damages, for each day the Substantial Completion of this Project extends beyond the stipulated Substantial Completion date.

If notified of the acceptance of this Bid within thirty (30) days of the time set for the opening of Bids, Bidder agrees within 10 days of notification, to execute a Contract in the form of the AIA Document A101-2017, Standard Form of Agreement Between Owner and Contractor Where the Basis of Payment Is a Stipulated Sum, as amended, for the above Work, for the above stated compensation.

BID SECURITY, as defined in the Request For Bids and Instructions to Bidders, which the Undersigned agrees to disposition of, is attached to this Bid.

Upon acceptance of this Bid by Owner, Contractor shall furnish, at the time of the signing of the Contract, a PERFORMANCE BOND AND LABOR/MATERIAL PAYMENT BOND, in the amount of 100 percent of the Contract Price. Surety shall meet requirements specified in the Owner/Contractor Agreement.

It is understood that the Owner reserves the right to accept or reject any and all Bids and to waive all formalities in accordance with State law.

City of Richland Hills
Kate Baker Park Improvements

Respectfully Submitted,

By: 

Title: Curtis J. Green - Vice President

Business Address with Zip Code

(SEAL: If Bid is
by Corporation)

2401 Handley Ederville Rd.

Ft. Worth, TX 76118

Telephone Number with Area Code 817-577-9299

FAX Number with Area Code 817-577-9331

Fill in the applicable information:

A Corporation, chartered in the State of Texas.

Authorized to do business in the State of Texas.

"Limited"

A Partnership, composed of Cathleen Ruiz, and

Curtis J. Green and C&C Green Enterprises, LLC.

An Individual operating under the name of _____

Corporate Seal:

END BID FORM

City of Richland Hills
Kate Baker Park Improvements

DOCUMENT 00 43 00 - PROCUREMENT FORM SUPPLEMENTS

To: Jason Brown

Project: Kate Baker Park Improvements

Date: 9/12/23

Submitted by: C. Green Scaping, LP
(full name)

(full address) 2401 Handley Ederville Rd.
Ft. Worth, TX 76118

In accordance with Instructions to Bidders and the Document 00 41 00 "Bid Form," we include the following Appendices listed below. The information provided shall be considered an integral part of the Bid Form.

The following Appendices are attached to this document:

Appendix A – City of Richland Hills – Bidder's Qualifications Statement

Appendix AB - List of Subcontractors: Include names of all Subcontractors and portions of the Work each Subcontractor will perform.

Appendix BC - Resident Bidder Certification.

Appendix CD - Child Support Certification.

Appendix E – Contractor Qualifications to the Appendices

Appendix F – Certification of Insurance and Indemnification

Appendix G – Historically Underutilized Business Questionnaire

Appendix H – House Bill 89 Verification Form

Appendix I – Proposed Schedule of Values

Appendix J – Proposed Construction Schedule

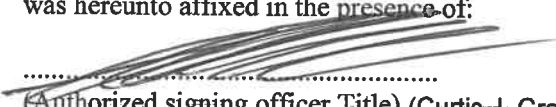
City of Richland Hills
Kate Baker Park Improvements

BID FORM SUPPLEMENTS SIGNATURES

The Corporate Seal of

C. Green Scaping, LP
(Bidder - print the full name of your firm)

was hereunto affixed in the presence of:


(Authorized signing officer Title) (Curtis J. Green - Vice President)

(Seal)

.....
(Authorized signing officer Title)

(Seal)

City of Richland Hills
Kate Baker Park Improvements

APPENDIX A – CITY OF RICHLAND HILLS
BIDDER'S QUALIFICATION STATEMENT

Project: KATE BAKER PARK IMPROVEMENTS

Contractor: C. Green Scaping, LP

Indicate One: Sole Proprietor X Partnership Other
 Corporation Joint Venture

Name: Cathleen Ruiz Partner: Curtis J. Green

Title: President Title: Vice President

Address: 2401 Handley Ederville Rd. Address: 2401 Handley Ederville Rd.

City: Ft. Worth City: Ft. Worth

State & Zip: TX 76118 State & Zip: TX 76118

Phone: 817-577-9299 Phone: 817-577-9299

State and Date of Incorporation, Partnership, Ownership, Etc., Texas 2000

Location of Principal Office: 2401 Handley Ederville Rd., Ft. Worth, TX 76118

Contact and Phone at Principal Office: Curtis J. Green 817-577-9299

Liability Insurance Provider and Limits of Coverage: EMC - 1 million each occurrence, 2 million aggregate

Workers Compensation Insurance Provider: Texas Mutual Ins. Co.

Surety (Performance and Payment): Merchants Bonding Company (Mutual)

Address: 830 S. I-35 East, Denton, TX 76205

Contact and Phone: Page Terry 972.666.4474

City of Richland Hills
Kate Baker Park Improvements

Superintendent and Backup Superintendent: (Work Resume - attach additional sheets.) (Safety Record – attached additional sheets; if needed show all verified safety violations.) The superintendent shall be able to communicate in English and not operate any equipment and have not had any verified job safety violations in the past five years. Any variations shall be reviewed by the OWNER for approval or denial. A job site shall be shut down if proper supervision is not provided.

Superintendent Name

Tracy Lemoine

Backup Superintendent Name

Matt Peters

Phone: 817-577-9299

Phone: 817-577-9299

Email: tlemoine@greenscaping.com

Email: mpeters@greenscaping.com

Safety Record – List ALL Verified Violations for Superintendent and Backup Superintendent with explanation, date and action taken to correct future safety violations:

Superintendent

None

Backup Superintendent

None

Total Number of Employees to be Associated with this Job: _____

Managerial 1 Administrative 1 Professional 1

Skilled 7 Semi-Skilled 10 Other _____

Percentage of work to be done by Bidder's Employees (Based on Dollars Bid): 100%

City of Richland Hills
Kate Baker Park Improvements

Type(s) of work to be done by Bidder's Employees (examples: concrete paving, structural concrete, waterlines, sanitary sewer lines, storm pipe, storm inlets, excavation, lime, bridge fencing, etc.).

Landscape, irrigation, hydromulch seeding, sodding, brick pavers, modular walls
drainage, erosion control, concrete paving, fencing, concrete structures, water/
sanitary sewer, park construction, masonry, and electrical

Access to Tools and Equipment: Percent Owned 95% Percent Rented 5%

Number of Years in Business as a Contractor on Above Types of Works: 39

Type(s) of Work to be done by Sub-Contractors

Include Name, Address, and Phone Number of Sub-Contractor.

Use additional sheets if needed.

Type of Work

Sub-Contractor

None at this time, Green Scaping self performs the majority of work in house

List Equipment to be used on this project (Make/Model/Age of Major Equipment) Any Equipment not listed shall be reviewed by the OWNER for approval or rejection prior to use of Equipment on this project. (Use additional sheets if necessary)

Type of Equipment	Make	Model	Age (years)
-------------------	------	-------	-------------

Skid Steer - Cat 262 or Kubota SVL75

Kubota SVL97 Tracked Skid Steer - Site Grading/Materials Moving

Kubota KX080 Mini Excavator - Excavation and Irrigation Installation

Ditch Witch RT80 Trencher = Irrigation Installation

City of Richland Hills
Kate Baker Park Improvements

List of ALL Municipal and Similar Non-Municipal current and completed projects for the past three (3) years. (Use additional sheets if necessary.)

1. Project: FM 156 Green Ribbon Planting & Irrigation

Current Status: Maintenance Phase

Any Litigation Issues: Yes or No (Circle One) If Yes, explain: _____

Any Verified Safety Violations: Yes or No (Circle One) If Yes, explain: _____

Project Description: TxDot funded project, work consisted of 6300 SY of planting improvements, three new irrigation systems, concrete, bores and maintenance

Owner/Agency: City of Justin

Year Built: 2022 Contract Price: \$ 921,750 +/-

Contact Person: Josh Little Phone: 940-648-2541, ext 123

2. Project: Overton Ridge Park

Current Status: 98% complete

Any Litigation Issues: Yes or No (Circle One) If Yes, explain: _____

City of Richland Hills
Kate Baker Park Improvements

Any Verified Safety Violations: Yes or No (Circle One) If Yes, explain:

Project Description: Construction of new park, including grading, import of dirt, waterline, sanitary sewer line, concrete paving, hand rail, electrical, landscape, irrigation and site amenities

Owner/Agency: City of Keller

Year Built: 2023 Contract Price: \$ 2.4 million +/-

Contact Person: Cody Maberry Phone: 817-743-4002

3. Project: Hwy 10 Landscape Enhancements

Current Status: Completed

Any Litigation Issues: Yes or No (Circle One) If Yes, explain: _____

Any Verified Safety Violations: Yes or No (Circle One) If Yes, explain: _____

Project Description: TxDot funded project, work consisted of excavation, bores, concrete, landscape, irrigation system and maintenance. Constructed phases 1 thru 4

Owner/Agency: City of Hurst

Year Built: 2022 Contract Price: \$ 426,000 +/-

Contact Person: Eric Starnes Phone: 817-788-7218

City of Richland Hills
Kate Baker Park Improvements

4. Project: Trail Sidewalk Connectivity Improvements Segments 1-4

Current Status: Completed

Any Litigation Issues: Yes or No (Circle One) If Yes, explain: _____

Any Verified Safety Violations: Yes or No (Circle One) If Yes, explain: _____

Project Description: Work consisted of erosion control, traffic control, excavation/haul off concrete sidewalk, curb & gutter, driveways, stripping/signage, landscape & irrigation

Owner/Agency: City of Farmers Branch

Year Built: 2022 Contract Price: \$ 1,118,462 +/-

Contact Person: Shane Davis Phone: 972-919-2614

5. Project: East Exchange Streetscape Improvements

Current Status: Completed

Any Litigation Issues: Yes or No (Circle One) If Yes, explain: _____

Any Verified Safety Violations: Yes or No (Circle One) If Yes, explain: _____

City of Richland Hills
Kate Baker Park Improvements

Project Description: Construction of sidewalks and ROW down Exchange Ave in the Stockyards. Work consists of demo, excavating, underground drainage, electrical, concrete, pavers, tree grates, concrete seat walls, fabricated benches, site amenities, signage, landscape and irrigation

Owner/Agency: Ft. Worth Heritage Development

Year Built: 2021 Contract Price: \$ 2.4 million +/-

Contact Person: John Burroughs Phone: 562-948-4380

6. Project: Downtown Parking Improvements and Roundabout

Current Status: Completed

Any Litigation Issues: Yes or No (Circle One) If Yes, explain:

Any Verified Safety Violations: Yes or No (Circle One) If Yes, explain:

Project Description: Construction involved new lighting, planting & irrigation from 1st St. to North of 5th St. as well as hardscape, new retaining wall, a free standing wall, planting & irrigation at two roundabout locations

Owner/Agency: City of Justin

Year Built: 2023 Contract Price: \$ 1,073,000 +/-

Contact Person: Josh Little Phone: 940-648-2541, ext 123

7. Project: Big Island Edge

Current Status: Maintenance Phase

Any Litigation Issues: Yes or No (Circle One) If Yes, explain:

City of Richland Hills
Kate Baker Park Improvements

Any Verified Safety Violations: Yes or No (Circle One) If Yes, explain:

Project Description: Construction consists of grading 15 acre site, erosion control, concrete pavement, stone pavers, retaining wall, concrete stairs & ramp, site amenities, native seeding & planting, Irrigation & maintenance of site for two years

Owner/Agency: Viridian Municipal Management District

Year Built: 2021 Contract Price: \$ 619,000 +/-

Contact Person: Howard Porteus Phone: 972-757-7586

8. Project: CCA - New Baseball Field Complex

Current Status: Completed

Any Litigation Issues: Yes or No (Circle One) If Yes, explain: _____

Any Verified Safety Violations: Yes or No (Circle One) If Yes, explain: _____

Project Description: New construction of baseball field, including excavation, grading, sanitary sewer, fence work, dugouts, retaining walls, playground, concession stand, retaining walls, laser grading, irrigation and landscape

Owner/Agency: Covenant Christian Academy

Year Built: 2021 Contract Price: \$ 4.6 million +/-

Contact Person: Sheila McDaniel Phone: 817-281-4333

City of Richland Hills
Kate Baker Park Improvements

9. Project: Wilshire Park Renovations

Current Status: 55% Complete

Any Litigation Issues: Yes or No (Circle One) If Yes, explain: _____

Any Verified Safety Violations: Yes or No (Circle One) If Yes, explain: _____

Project Description: Renovate existing park, work consist of erosion control, demo, site clearing, excavation, backfilling, grading, lime stabilization, pavement sealing, concrete paving, curb & gutter, sanitary sewer, water utilities, new stone veneer restroom, lighting, custom handrail, landscape & irrigatoin

Owner/Agency: City of Euless

Year Built: 2023 Contract Price: \$ 1.7 million +/-

Contact Person: Wes Rhoades Phone: wrhoades@eulesstx.gov

10. Project: Rush Creek at Indian Trail Erosion Improvements

Current Status: Maintenance Phase

Any Litigation Issues: Yes or No (Circle One) If Yes, explain: _____

City of Richland Hills
Kate Baker Park Improvements

Any Verified Safety Violations: Yes or No (Circle One) If Yes, explain: _____

Project Description: This project primarily consists of erosion repair near Indian Trail and stabilizing the banks of Rush Creek approximately 700 linear feet downstream using native vegetation/seeding, large rock riprap, planting and irrigation.

Owner/Agency: City of Arlington

Year Built: 2021 Contract Price: \$ 2.1 million +/-

Contact Person: Kent Conner Phone: 817-459-6560

Trade references (List Company, Address, Contact Person, and Phone):

Curtis Davee - FCS Construction, LP - 214-975-0808

Ron Stinson - TexasBit, 817-261-2991

Kenny Hill - Diamond Fence, 817-478-9316

Bank References (List Institution, Address, Contact Person, and Phone)

Frost Bank - Mark Spriggs

640 Taylor St., Ft. Worth, TX 76102

817-420-5311

City of Richland Hills
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APPENDIX AB - LIST OF SUBCONTRACTORS AND MAJOR MATERIAL SUPPLIERS

Herewith is the list of subcontractors and major material suppliers referenced in the Bid submitted by:

(Bidder) C. Green Scaping, LP

To (Owner) City of Richland Hills

Dated 9/12/23 and which is an integral part of the Bid Form.

The following work will be performed (or provided) by subcontractors and coordinated by us:

WORK SUBJECT/MATERIAL SUPPLIER	NAME
<u>Concrete</u>	<u>Cowtown Redi Mix</u>
<u>Irrigation supplies</u>	<u>Irrigation Station</u>
<u>Rebar/Misc. Construction Supplies</u>	<u>Ram Tool</u>
<u>Erosion control material</u>	<u>Hanes Geo Components</u>
<u>Plant Material</u>	<u>Alta Vista Nursery</u>
<u></u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>
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City of Richland Hills
Kate Baker Park Improvements

APPENDIX BC - RESIDENT BIDDER CERTIFICATION

RESIDENT BIDDER CERTIFICATION

In order for the Bid to be considered, the following information must be provided. **Failure to complete may result in rejection of the Bid:**

As defined by Texas Government Code Section 2252.01 et seq., a "nonresident bidder" means a bidder whose principal place of business is not in Texas but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

I certify that my company is a "resident bidder":

Signature: _____

Date: 9/12/23

If you qualify as a "nonresident bidder," you must furnish the following information:
What is your resident state? (The state your principal place of business is located.)

City: _____ State: _____ Zip: _____

Company Name: _____ Address: _____

(A) Does your "residence state" require bidders whose principal place of business is in Texas to underbid bidders whose residence state is in the same as yours by a prescribed amount or percentage to receive a comparable contract? "Residence state" means the state in which the principal place of business is located. YES _____ NO _____

(B) What is the amount or percentage? _____ %

I certify that the above information is correct.

Curtis J. Green - Vice President

Typed Name/Position

C. Green Scaping, LP

Company Name

City of Richland Hills
Kate Baker Park Improvements

APPENDIX ED – CHILD SUPPORT CERTIFICATION

END OF DOCUMENT

1233522
09/23

PROCUREMENT FORM SUPPLEMENTS

00 43 00 - 15
ADDENDUM 002



State of Texas

Health & Human Services Commission

Child Support Certification

I.

Section 231.006, Texas Family Code, as amended by Section 82 of House Bill No. 433, 74th Regular Legislative Session (Acts 1995, 74th Leg., R.S., ch. 751), prohibits the payment of state funds under a grant, contract, or loan to

- a person who is more than 30 days delinquent in the payment of child support, and
- a business entity in which such a person is the sole proprietor, partner, shareholder or owner with an ownership interest of at least 25%.

Section 231.006 further provides that a person or business entity that is ineligible to receive payments for the reasons stated above shall continue to be ineligible to receive payments from the state under a contract, grant, or loan until

- all arrearages have been paid, or
- the person is in compliance with a written repayment agreement or court order as to any existing delinquency.

Section 231.006 further requires each bid, or application for a contract, grant, or loan to include

- the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25% of the business entity submitting the bid or application, and
- the statement in Part III below.

Section 231.006 authorizes a state agency to terminate a contract if it determines that statement required below is inaccurate or false. In the event the statement is determined to be false, the vendor is liable to the state for attorney's fees, costs necessary to complete the contract [including the cost of advertising and awarding a second contract], and any other damages provided by law or contract.

II.

In accordance with Section 231.006, the names and social security numbers of the individual identified in the contract, bid, or application, or of each person with a minimum 25% ownership interest in the business entity identified therein are provided below.

Name

Social Security #

Cathleen Ruiz

XXX-XX-9730

Curtis J. Green

XXX-XX-6637

III.

As required by Section 231.006, the undersigned certifies the following:

"Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment, and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."

Signature

Curtis J. Green

Printed Name

Vice President

Title

9/12/23

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/15/2023

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

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

PRODUCER Agents Alliance Services, Ltd Ramey King Insurance 830 S I-35E Denton TX 76205		CONTACT NAME: Dawn Harelik PHONE (A/C, No, Ext): (800) 453-9691 E-MAIL ADDRESS: dawnharelik@rameyking.com FAX (A/C, No): (940) 243-1050																						
INSURED C GREEN SCAPING, LP 2401 HANDLEY EDERVILLE RD FORT WORTH TX 76118-6947		<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>EMCASCO</td><td>21407</td></tr><tr><td>INSURER B:</td><td>Employers Mutual Casualty Co.</td><td>21415</td></tr><tr><td>INSURER C:</td><td>Texas Mutual Ins. Co.</td><td>22945</td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	EMCASCO	21407	INSURER B:	Employers Mutual Casualty Co.	21415	INSURER C:	Texas Mutual Ins. Co.	22945	INSURER D:			INSURER E:			INSURER F:		
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INSURER D:																								
INSURER E:																								
INSURER F:																								

COVERAGES

CERTIFICATE NUMBER: CL2351583392

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY			6D3-34-02	05/13/2023	05/13/2024	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000				
			MED EXP (Any one person) \$ 10,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	☐ POLICY ☒ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						Limited Pollution \$ 1,000,000
B	☒ AUTOMOBILE LIABILITY			6E3-34-02	05/13/2023	05/13/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO		BODILY INJURY (Per person) \$				
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS		BODILY INJURY (Per accident) \$				
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		PROPERTY DAMAGE (Per accident) \$				
B	☒ UMBRELLA LIAB ☒ OCCUR			6J3-34-02	05/13/2023	05/13/2024	EACH OCCURRENCE \$ 5,000,000
	☐ EXCESS LIAB ☐ CLAIMS-MADE		AGGREGATE \$ 5,000,000				
	☐ DED ☐ RETENTION \$ 10,000						
C	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			TSF0001252254	05/13/2023	05/13/2024	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y ☒ N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Equipment Floater			6C3-34-02	05/13/2023	05/13/2024	Rented/Leased \$125,000
							Deductible \$1,000

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

When Required by a Written Contract, General Liability Includes the Blanket Additional Insured endorsement. Primary and Non-contributory with a Blanket Waiver of Subrogation. 30-day notice of cancellation (Per attached CG7578.3 02/19, CG7174.3 10/13, CG7578.3 02/19, CG7578.3 02/19, IL7447.6 10/17). When Required by a Written Contract, the Auto Liability has a Blanket Additional Insured & Waiver of Subrogation endorsements. Coverage is Primary and Non-contributory. 30-day notice of cancellation (Per attached CA7450 11/17, CA 0449 11/16 & IL 7447.6 10/17). When Required by a Written Contract, the Workers' compensation a Blanket Waiver of Subrogation and a Blanket Texas Notice of Material Change 30-Days (Per attached WC 42 03 04 A 1/00 & WC 42 06 01). The Umbrella is Follow form per underlying coverages (Per attached CU7460 12/15 & CU7468 01/17).

CERTIFICATE HOLDER

City of Richland Hills
3200 Diana Drive
Richland Hills, TX 76118

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

City of Richland Hills
Kate Baker Park Improvements

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) QUESTIONNAIRE

A Historically Underutilized Business (HUB) is a for-profit entity that has not exceeded the size standards prescribed by 34 TAC §20.23, and has its principal place of business in Texas, and is at least 51% owned by an Asian Pacific American, Black American, Hispanic American, Native American, American woman and/or Service Disabled Veteran, who reside in Texas and actively participate in the control, operations and management of the entity's affairs.

1. Is your business a certified historically underutilized business (HUB) or Disadvantaged Business Enterprise (DBE)?

☒ Yes

☐ No

2. Please provide the certifying agency name:

Certifying Agency: _____

3. I have included a copy of my certification as an attachment to my proposal: Yes

☒ Yes

☐ No

By my signature I affirm the information provided on this form is accurate to the best of my knowledge.



Authorized Signature

Curtis J. Green

Print/Type Name

Vice President

Title

9/12/23

Date



Disadvantaged Business Enterprise (DBE)
C. Green Scaping, LP

C. Green Scaping, LP

has filed with the Agency an Affidavit as defined by NCTRCA Disadvantaged Business Enterprise (DBE) 49 CFR Part 26 and is hereby certified to provide service(s) in the following areas:

NAICS 237110: WATER AND SEWER LINE AND RELATED STRUCTURES CONSTRUCTION
NAICS 237210: LAND SUBDIVIDING AND UTILITY INSTALLATION (E.G., ELECTRIC, SEWER AND WATER)
NAICS 238290: INSULATION, BOILER, DUCT AND PIPE, INSTALLATION
NAICS 238990: BRICK PAVER (E.G., DRIVEWAYS, PATIOS, SIDEWALKS) INSTALLATION
NAICS 484230: SPECIALIZED FREIGHT (EXCEPT USED GOODS) TRUCKING, LONG-DISTANCE

This Certification commences November 8, 2022 and supersedes any registration or listing previously issued. This certification must be updated annually by submission of an Annual Update Affidavit. At any time there is a change in ownership, control of the firm or operation, notification must be made immediately to the North Central Texas Regional Certification Agency for eligibility evaluation.

Issued Date: November 8, 2022
CERTIFICATION NO. HFDB76284N1123



Certification Administrator

City of Richland Hills
Kate Baker Park Improvements

HOUSE BILL 89 VERIFICATION

I, Curtis J. Green, the undersigned representative of
(Individual's Name)

C. Green Scaping, LP
(Business or Company)

Hereinafter referred to as "Company", do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

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

Pursuant to Section 2270.01, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israel-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

By my signature I affirm the information provided on this form is accurate to the best of my knowledge.


Authorized Signature

Curtis J. Green
Print/Type Name

Vice President

Title

9/12/23

Date

APPENDIX I - PROPOSED SCHEDULE OF VALUES

CONTINUATION SHEET

5A - Kate Baker Park
 Page 31 of 39
 APPLICATION AND CERTIFICATION FOR PAYMENT, containing
 Contractor's signed certification is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:
 APPLICATION DATE:
 PERIOD TO:
 ARCHITECT'S PROJECT NO:

A	B	C	D		E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK (MUST INCLUDE TYPE OF WORK AND NAME OF SUBCONTRACTOR)	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	%	(G / C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE) 10% (% X G)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD						
1	Erosion Control Plan	\$ 16,962.00	\$ -	\$ -		\$ -	0%	\$ 16,962.00	\$ -	
2	Tree Protection & Temporary Fence	\$ 5,200.00				\$ -	0%	\$ 5,200.00	\$ -	
3	Demolition	\$ 12,315.00				\$ -	0%	\$ 12,315.00	\$ -	
4	Earthwork	\$ 49,578.00				\$ -	0%	\$ 49,578.00	\$ -	
5	Utilities	\$ 10,730.00				\$ -	0%	\$ 10,730.00	\$ -	
6	Site Concrete	\$ 127,158.00				\$ -	0%	\$ 127,158.00	\$ -	
7	Parking Lot Striping and Signage	\$ 6,480.00				\$ -	0%	\$ 6,480.00	\$ -	
8	Landscape	\$ 46,855.00				\$ -	0%	\$ 46,855.00	\$ -	
						\$ -		\$ -	\$ -	
	GRAND TOTALS	\$ 275,278.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 275,278.00	\$ -	

Tracy Lempine (Project Superintendent)

Profile

Results oriented, hands-on construction and development professional with over 25 years of expertise in all facets of the industry. Verifiable track record for the successful completion of multi-million-dollar projects through coordinating trades, developing partnerships, and building positive rapport with architects, engineers, local officials, vendors, and clients while maintaining costs. Versed in contract negotiations, project estimating, impending design problems, document preparation, building code and regulations, material purchasing, site management and safety.

Areas of Expertise

Team Building & Leadership, Quality Control Management, Permitting & Building Code, Safety & Compliance Management, Construction Planning & Scheduling, Organization & Time Management, SWPPP Management, Vendor & Materials Management

Employment History

2004- Present C. Green Scaping L.P. Fort Worth, Texas

Superintendent-Manager

- Manage daily operation of construction projects, including oversight of company resources and subcontractors, to successfully complete projects within contract budget, requirements, plans and specifications.
- Excellent management skills with ability to handle subordinates with any work profile.
- Maintain standards of excellence in safety, quality and productivity on the job site.
- Serve as a company representative and point of contact with the public, owners, and subcontractors and suppliers.
- Conducted SWPPP/BMP inspections for all projects.
- Intense work experience with enough exposure to all the aspects of a job.
- Maintaining highly professional environment among the laborers in terms of production and deadlines.

Completed Projects

Covenant Christian Academy – New Baseball Field Complex with Weight Room Building

New construction of baseball field including grading, concrete, fence work, dugouts, retaining walls, playground, landscape, irrigation, construction of concession and weight room buildings, masonry, storm sewer, and electrical

CCA Rep – Steve Turner 817-281-4333, ext. 117

\$ 4.8 million +/-

City of Grand Prairie - SH 180

Concrete Sidewalk, retaining walls, railing, lights, landscape, irrigation

TXDOT – Tim Abbey 214-878-7834

\$319,000 +/-

Weatherford – Town Creek Trails (TXDOT Funded)

Concrete trail, headwalls, 18" RCP, traffic signals, handrail, signage

City of Weatherford – Chad Marbut, PE 817-598-4006

\$ 951,000 +/-

Bear Creek Park & Highlands Recreation Area

Concrete flatwork, pavilions, playground, site amenities, landscape and irrigation

Dunkin Sims Stoffels Inc. – Dennis Sims 214-553-5778

\$ 1,088,000 +/-

Phase III - Trail and Landscape Enhancements to FM 1938

Concrete trail, mason, retaining wall, landscape, irrigation, lighting

Town of Westlake – Jarrod Greenwood (jgreenwood@westlake-tx.org)

\$1,600,000 +/-

Cotton Belt Trail Phase III

Concrete trail, drainage, retaining wall, railing, fountain, landscape, irrigation

City of Colleyville – Heather Dowell 817-503-1182

\$ 310,000 +/-

City of Dallas – Randall Park Phase II

Reconstruct baseball field, bleachers, concrete, landscape, and irrigation, stone concessions stand, SWPPP maintain

City of Dallas – Frankie Bennight 214-670-8859

\$1,900,000 +/-

Education

- Licensed State of Texas Master Plumber #39641
- Various Workshops related to implementing storm water controls and regulations
- Medic First Aid, CPR, AED Training
- US Army Corps of Engineers Construction Quality Management
- Stormwater Construction Workshop at City of Dallas, TX
- EPA 2012 Construction General Permit Webcast Training
- Drug and Alcohol Awareness Training
- Waste water and Energy Workshop presenter by Gallo, Inc.
- Sustainable practices for the Landscape Professional training by River-Friendly Landscape
- Stormwater Construction Workshop at City of Dallas, TX
- Construction NPDES Regs, SWPPP preparation and BMP's Training by Hosain Kazemi
- EPA Stormwater 101: The Basics Webcast Training
- Erosion and Sediment Control Workshop by John Towns and Associates and North American Green
- Intro to updated Storm Water Pollution Prevention Plans (SWPPP) in Dallas, TX
- Storm Sewer Design and Modeling' featuring Storm CAD by Hasted Methods
- Attended tree identification class at the University of Texas at Austin
- Attended seminar on lime stabilization in San Antonio, TX

Computer Skills

Microsoft Word, Microsoft Excel, Microsoft Project, Publisher, Internet and Email

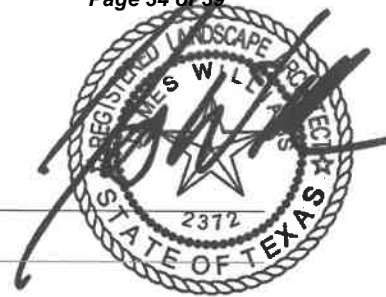
References

YTL, Inc. – Pat Pabich 817-421-6646

City of Benbrook – Terry Scruggs 817-249-3000 ext. 6116

Frisco Construction Services – Curtis Davee 214-975-0807

Parkhill



ADDENDUM NO: 001

TO: All Plan Holders

FROM: Parkhill

PROJECT NAME: Kate Baker Park Improvements

08/17/2023

PROJECT NO.: 12335.22

DATE: 08/17/2023

Attention of all Prospective Proposers/Plan Holders is directed to the following modifications to the referenced Drawings and Project Manual. This Addendum becomes a part of the Contract Documents and modifies the original Contract Documents.

This Addendum consists of eight (8) pages and the attached specs nos. 00 11 13, 00 11 13.10, 00 10 00, and 00 31 00.

I. CHANGES TO PROJECT MANUAL:

1. **PROPOSAL/BID DATE AND TIME CHANGE**
 - a. **Proposal/Bid Date and Time has changed to the following: September 12, 2023, at 2:00 PM.**
2. REVISE Section 00 11 13 – Advertisement
 - a. Refer to attached specifications.
3. REVISE Section 00 11 13.10 – Request for Bids
 - a. Refer to attached specifications.
4. REVISE Section 00 10 00 – Summary
 - a. Refer to attached specifications.
5. REVISE Section 00 31 00 – Available Project Info
 - a. Refer to attached specifications.



ADDENDUM NO: 002

TO: All Plan Holders

FROM: Parkhill

PROJECT NAME: Kate Baker Park Improvements

09/07/2023

PROJECT NO.: 12335.22

DATE: 09/07/2023

Attention of all Prospective Proposers/Plan Holders is directed to the following modifications to the referenced Drawings and Project Manual. This Addendum becomes a part of the Contract Documents and modifies the original Contract Documents.

This Addendum consists of two (2) pages, Drawings CL101, CG101, CH101, CD501, CD502, CU101, LP101 and the attached specs nos 00 21 13 Instruction to Bidders, 00 41 00 BID Form, and 00 43 00 Procurement Form Supplements.

I. CHANGES TO PRIOR ADDENDA:

1. **PROPOSAL/BID DATE AND TIME CHANGE**
 - a. **Proposal/Bid Date and Time has changed to the following: September 12, 2023, at 2:00 PM.**
2. REVISE Section 00 11 13 – Advertisement
 - a. Refer to attached specifications.
3. REVISE Section 00 11 13.10 – Request for Bids
 - a. Refer to attached specifications.
4. REVISE Section 00 10 00 – Summary
 - a. Refer to attached specifications.
5. REVISE Section 00 31 00 – Available Project Info
 - a. Refer to attached specifications.

II. CHANGES TO PROJECT MANUAL:

1. REVISE Section 00 21 13 – Instruction to Bidders
 - a. Refer to attached specifications.
2. REVISE Section 00 41 00 – BID Form
 - a. Refer to attached specifications.
3. REVISE Section 00 43 00 – Procurement Form Supplements
 - a. Refer to attached specifications.

III. CHANGES TO DRAWINGS:

1. REVISE Sheet CL101 – Construction Layout
 - a. Refer to attached drawing.
2. REVISE Sheet CG101 – Grading Plan
 - a. Refer to attached drawing.
3. REVISE Sheet CH101 – Paving and Jointing Plan

- a. Refer to attached drawing.
 4. REVISE Sheet CD501 – Site Details
 - a. Refer to attached drawing.
 5. REVISE Sheet CD502 – Site Details
 - a. Refer to attached drawing.
 6. REVISE Sheet CU101 – Utility Plan
 - a. Refer to attached drawing.
 7. REVISE Sheet LP101 – Planting Plan
 - a. Refer to attached drawing.
-

City of Richland Hills

KATE BAKER PARK IMPROVEMENTS

3555 Vance Road

Richland Hills, Texas

September 12, 2023 – 2:00 PM

PARKHILL Project No. 03.12335.22

Contractor	Northstar Construction	C. Green Scaping	Fast General Contracting LLC	Fain	CT4 Construction	2L Construction
Bid Bond	Received	Received	Received	Received	Received	Received
Appendices	Missing I	Complete	Missing F & I	Missing I	Missing F & I	Missing A, E, F, G, H, I, & J
Addendum 01	Received	Received	Received	Received	Received	Received
Addendum 02	Received	Received	Received	Received	Received	Received
Bid Items						
1) Erosion Control	\$11,400.00	\$16,962.00	\$9,686.00	\$8,406.98	\$7,000.00	\$7,500.00
2) Tree Protection / Temp. Fence	\$7,600.00	\$5,200.00	\$9,398.00	\$14,302.09	\$11,000.00	\$11,000.00
3) Demolition	\$16,270.00	\$12,315.00	\$8,828.00	\$4,250.83	\$13,000.00	\$11,080.00
4) Earthwork	\$42,600.00	\$49,578.00	\$63,891.00	\$11,275.77	\$26,000.00	\$52,000.00
5) Utilities	\$36,500.00	\$10,730.00	\$45,627.00	\$87,388.62	\$44,000.00	\$21,285.00
6) Site Concrete	\$155,400.00	\$127,158.00	\$152,750.00	\$278,850.77	\$207,000.00	\$147,828.00
7) Parking Lot Striping and Signage	\$7,000.00	\$6,480.00	\$8,894.00	\$10,487.29	\$9,000.00	\$6,000.00
8) Landscape	\$23,000.00	\$46,855.00	\$26,328.00	\$76,037.19	\$69,000.00	\$27,000.00
Total Base Bid	\$299,770.00	\$275,278.00	\$325,402.00	\$490,999.54	\$386,000.00	\$283,693.00

City of Richland Hills
KATE BAKER PARK IMPROVEMENTS
 3555 Vance Road
 Richland Hills, Texas
September 12, 2023 – 2:00 PM
PARKHILL Project No. 03.123335.22

Contractor	APR Group					
Bid Bond	Received					
Appendices	Complete					
Addendum 01	Received					
Addendum 02	Received					
Bid Items						
1) Erosion Control	\$13,276.00					
2) Tree Protection / Temp. Fence	\$13,827.00					
3) Demolition	\$11,695.00					
4) Earthwork	\$89,666.00					
5) Utilities	\$50,353.00					
6) Site Concrete	\$173,355.00					
7) Parking Lot Striping and Signage	\$10,044.00					
8) Landscape	\$45,883.00					
Total Base Bid	\$408,099.00					

Memorandum

To: Candice Edmondson, City Manager

From: Jason Brown, Director of Parks and Recreation

Date: October 9, 2023

Subject: Bid Tabulation of the Kate Baker Park Improvements

Bids were opened on Tuesday, September 12, 2023 at 2:00pm at City Hall, 3200 Diana Dr. in Richland Hills with seven (7) responsive bids. James Williams and his team with Parkhill assisted with the bid process and conducted the public opening and subsequent tabulation of the bids received. The summary of the bids is below.

Contractor	Bid Proposal
C. Green Scaping LP	\$275,278.00
Northstar Construction	\$299,770.00
Fast General Constructing LLC	\$325,402.00
Fain	\$490,999.54
CT4 Construction	\$386,000.00
2L Construction	\$283,693.00
APR Group	\$408,099.00

C. Green Scaping, LP was the low bidder out of all seven (7) bids. Not only did C. Green Scaping, LP have the lowest bid, they were one of only two (2) bidders to have all requested documents prepared by the bid opening. The requested documents include a bid bond, signed appendices, and acknowledgment of two different addendums.

Parkhill's team executed the reference checks. They called the references for the three (3) lowest bidders. All three groups had positive reviews. Considering the references called by Parkhill for C. Green Scaping, LP specifically, the references all said that they were satisfied with their completed project.

Additionally, C. Green Scaping, LP has successfully completed many similar projects that include earthwork and flat work, and that team was also awarded the Latham BFC-5 Channel and Animal Services Center improvement contract with the City of Richland Hills in June.

After considering the bid price, the referenced quality of prior service, and the recent history the City has working with C. Green Scaping, Parkhill offered no reservations in suggesting that C. Green Scaping LP is the lowest responsible bidder for the Kate Baker Park improvements project. Staff would recommend awarding C. Green Scaping, LP a contract to complete the above project for the amount of \$275,278.00.

Memorandum

To: Honorable Mayor Edward Lopez and Richland Hills City Council Members

From: Jason Brown, Director of Parks and Recreation

Date: October 9, 2023

Subject: Bid Award - Citywide Landscape Services

Agenda Item:

Consider award of bid for citywide landscape services to Nico's Landscaping LLC

Background Information:

Since 2019, Yellowstone has been the main vendor for landscape services for the City of Richland Hills. Their services have included mowing, edging, weed eating, pruning, managing weeds, installing mulch and assisting with the irrigation systems throughout the city. There have been several changes to the original scope of work since Yellowstone was awarded the bid. As such, staff issued a new Request for Proposals for citywide landscape services on August 14, 2023. Proposals were opened on September 11, 2023, with the following three (3) companies submitting bids.

Vendor	Contract Amount
Nico's Landscape LLC	\$199,744.00
SRH Landscapes	\$282,920.00
Abescape Group	\$373,531.00

Nico's Landscape LLC was the apparent low bidder with a bid of \$199,744.00. Staff conducted tours with Nico's landscape staff to confirm the scope of work and their bid pricing. Following the tour, Nico's staff was satisfied that they priced the services accurately. Staff also vetted Nico's past performance with the cities of Plano and Mesquite. Both cities had positive reviews of Nico's Landscaping and mentioned specifically that they were quick, thorough and responsive when needed.

Financial Considerations:

The FY 2024 Budget includes funding for citywide landscape maintenance. There is \$159,000 allocated in the General Fund for maintenance of city parks, facilities, rights-of-way, medians, etc. and \$50,000 allocated in the Drainage Fund for maintenance of utility easements and drainage ways.

Legal Review:

The City Attorney has reviewed the contract language.

Board/Citizen Input:

N/A

Attachments:

Nico's Landscape LLC Bid Submittal
Staff Recommendation Memo

Council Action Requested:

Motion to approve the award of bid for citywide landscape services to Nico's Landscaping LLC in the amount of \$199,744.00.



City of Richland Hills

REQUEST FOR PROPOSALS

Proposal Reference Number: RFP 2023-02

Project Title: Citywide Landscape Services

Proposal Closing Date: 2:00 P.M. (CST) Monday, September 11, 2023

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(5) Proposal Submittal Requirements	Page 3
(6) Proposal Evaluation and Contract Award	Page 4

Appendix A – Scope of Services

(1) Project Title	Page 6
(2) Scope of Services Contact	Page 6
(3) Special Conditions	Page 6
(4) Proposal Evaluation Factors	Page 6
(5) Brand Manufacture Reference	Page 6
(6) Key Events Schedule	Page 6
(7) Scope of Services	Page 7

Appendix B – Proposal

(-) Label Format for Submittal Packet’s Sealed Envelope.....	Page 12
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Required Proposal Information

(1) Proposed Product.....	Page 13
(2) Cost of Proposed Product	Page 13
(3) Term of Contract and Option to Extend	Page 21
(4) Proposer’s Experience / Staff	Page 21
(5) References	Page 22
(6) Trade Secrets and/or Confidential Information	Page 23
(7) Federal, State and/or Local Identification Information	Page 23
(8) Emergency Business Services Contact Notice	Page 23
(9) Cooperative Governmental Purchasing Notice	Page 24

Contract Terms and Conditions

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Appendix C – Form CIQ	Page 27
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Richland Hills, Texas Request for Proposals

1. Introduction

- A. Project Overview: The City of Richland Hills is requesting Proposals with the intent of awarding a contract for the purchase of goods and services contained in Appendix A – Scope of Services.
- B. Questions: Following are contacts for questions as identified.
- i. RFP Clarifications: All questions related to requirements or processes of this RFP should be submitted in writing to Jason Brown, Director of Parks and Recreation, at jbrown@richlandhills.com
 - ii. Scope of Service Questions: All questions related to the scope of services should be submitted in writing to Jason Brown, Director of Parks and Recreation, at jbrown@richlandhills.com
 - iii. Replies: Responses to inquiries which directly affect an interpretation or effect a change to this RFP will be issued in writing by addendum posted to the City of Richland Hills website (<https://www.richlandhills.com/Bids.aspx>). All such addenda issued by the City prior to the submittal deadline shall be considered part of the RFP. The City shall not be bound by any reply to an inquiry unless such reply is made by such formal written addendum.
 - iv. Acknowledgement of Addenda: The Proposer must acknowledge all addenda by signing and returning such document(s) or by initialing appropriate area of the Proposal.
- C. Notification of Errors or Omissions: Proposers shall promptly notify the City of any omissions, ambiguity, inconsistency or error that they may discover upon examination of this RFP. The City shall not be responsible or liable for any errors and/or misrepresentation that result from the solicitations which are inadvertently incomplete, ambiguous, inconsistent or obviously erroneous.
- D. Conflict of Interest Questionnaire (Form CIQ): A person or business, and their agents, who seek to contract or enter into an agreement with the City, are required by Texas Local Government Code, Chapter 176, to file a conflict of interest questionnaire (FORM CIQ) which is found in Appendix C. The form must be filed with the City Secretary no later than seven (7) days after the date the person or business begins contract discussions or negotiations with the City, or submits an application, response to a request for proposals or bids, correspondence, or other writing related to any potential agreement with the City.

2. Definitions

Proposal: The signed and executed submittal of the entirety of Appendix B – Proposal.

Proposer: The Proposer and the Proposer's designated contact signing the first page of the Proposal.

City of Richland Hills ("City"): The City of Richland Hills, Texas.

City Secretary's Office: The office of the City Secretary of the City of Richland Hills, located at 3200 Diana Drive, Richland Hills, Texas 76118. PH: (817) 616-3810

Project: The name of this Request for Proposals as identified on the cover sheet and first page of Appendix A – Scope of Services.

Request for Proposals (RFP): The entirety of this document, including all Appendices and Addenda.

Scope of Services: The entirety of Appendix A – Scope of Services.

3. General Information

- A. Tax Exempt Status: City purchases are exempt from State Sales Tax and Federal Excise Tax. Do not include tax in the Proposal. City will furnish Excise Tax Exemption Certificate upon request.
- B. Public Inspection of Proposals: The City strictly adheres to the Texas Public Information Act (Texas Government Code Chapter 552.001, et seq.) and all other governing statutes, regulations, and laws regarding the disclosure of RFP information. Proposals are not available for public inspection until after the contract award. If the Proposer has notified the City, in writing, that the Proposal contains trade secrets or confidential information, the City will generally take reasonable steps to prevent disclosure of such information, in accordance with the Public Information Act. This is a statement of general policy only, and in no event shall the City be liable for disclosure of such information by the City in response to a request, regardless of the City's failure to take any such reasonable steps, even if the City is negligent in failing to do so.

4. RFP Withdrawals and/or Amendments

- A. RFP Withdrawal: The City reserves the right to withdraw this RFP for any reason.
- B. RFP Amendments: The City reserves the right to amend any aspect of this RFP by formal written Addendum prior to the Proposal submittal deadline and will endeavor to notify all potential Proposers that have registered with the City, but failure to notify shall impose no obligation or liability on the City.

5. Proposal Submittal Requirements

- A. Submittal Packet – Required Content: The proposal submittal should include one (1) hard copy and one (1) electronic copy on a flash drive. Proposals should be submitted in a sealed envelope with the following information marked plainly on the front:

RFP 2023-02 - Citywide Landscape Services

- B. Submittal Deadline: The deadline for submittal of Proposals shall be as identified on page 12 (twelve) of Appendix B-Proposal. It is the Proposer's responsibility to have the Proposal Documents correctly submitted by the submittal deadline. No extensions will be granted and no late submissions will be accepted.
- C. Proposals Received Late: Proposers are encouraged to submit their proposals as soon as possible. The time and date of receipt as recorded by City staff when the proposal is delivered shall be the official time of receipt. The City is not responsible for late submission regardless of the reason. Late Proposals will not be considered under any circumstances.
- D. Alterations or Withdrawals of Proposal Document: Any submitted Proposal may be withdrawn or a revised proposal substituted prior to the submittal deadline. Proposal Documents cannot be altered, amended or withdrawn by the Proposer after the submittal deadline.

- E. Proposal Document Format: All Proposal Documents must be prepared in single-space type, on standard 8-1/2" x 11" vertically oriented pages, numbered at the bottom.
- F. Validity Period: Once the submittal deadline has passed, any Proposal Document shall constitute an irrevocable bid to provide the commodities and/or services set forth in the Scope of Services at the price(s) shown in the Proposal Document. Such proposal shall be irrevocable until the earlier of the expiration of ninety (90) days from the submittal deadline, or until a contract has been awarded by the City.

6. Proposal Evaluation and Contract Award

- A. Proposal Evaluation and Contract Award Process: An award of a contract to provide the goods or services specified herein will be made using competitive sealed proposals, in accordance with Chapter 252 of the Texas Local Government Code and with the City's purchasing policy. The City will evaluate all proposals to determine which proposers are reasonably qualified for the award of the contract, applying the anticipated evaluation factors and emphasis to be placed on each factor as identified in the Scope of Services. The City may, at its option, conduct discussions with or accept proposal revisions from any reasonably qualified proposer. The City reserves the right to determine which proposal will be most advantageous to the City.
- B. Completeness: If the Proposal is incomplete or otherwise fails to conform to the requirements of the RFP, City alone will determine whether the variance is so significant as to render the Proposal non-responsive, or whether the variance may be cured by the Proposer or waived by the City, such that the Proposal may be considered for award.
- C. Ambiguity: Any ambiguity in the Proposal as a result of omission, error, lack of clarity or non-compliance by the Proposer with specifications, instructions and all conditions shall be construed in the favor of the City. In the event of a conflict between these standard RFP requirements and details provided in Appendix A – Scope of Services or Appendix B – Proposal, the Appendices shall prevail.
- D. Unit Prices and Extensions: If unit prices and their extensions do not coincide, the City may accept the price most beneficial to the City, and the Proposer will be bound thereby.
- E. Additional Information: City may request any other information necessary to determine Proposer's ability to meet the minimum standards required by this RFP.
- F. Partial Contract Award: City reserves the right to award one contract for some or all the requirements proposed or award multiple contracts for various portions of the requirements to different Proposers based on the unit prices proposed in response to this request, or to reject any and all Proposals and re-solicit for Proposals, as deemed to be in the best interest of City.
- G. Terminate for Cause: The occurrence of any one or more of the following events will justify termination of the contract by the City of Richland Hills for cause:
 - i) The successful proposer fails to perform in accordance with the provisions of these specifications; or
 - ii) The successful proposer violates any of the provisions of these specifications; or
 - iii) The successful proposer disregards laws or regulations of any public body having jurisdiction; or

- iv) The successful proposer transfers, assigns, or conveys any or all of its obligations or duties under the contract to another without written consent of the City.
 - v) If one or more of the events identified in Subparagraphs G i) through iv) occurs, the City of Richland Hills may, terminate the contract by giving the successful proposer seven (7) days written notice. In such case, the successful proposer shall only be entitled to receive payment for goods and services provided before the effective date of termination. The successful proposer shall not receive any payment on account of loss of anticipated profits or revenue or other economic loss resulting from such termination.
 - vi) When the contract has been so terminated by the City of Richland Hills, such termination shall not affect any rights or remedies of the City then existing or which may thereafter accrue.
- H. Terminate for Convenience: This contract may be cancelled or terminated at any time by giving vendor thirty (30) days written notice. Vendor may be entitled to payment for services actually performed; to the extent said services are satisfactory.

Appendix A – Scope of Services

1. **Project Title:** Citywide Landscape Services

2. **Special Conditions**

The following special conditions shall prevail over areas of conflict in previous pages:

THIS IS AN “AS PERFORMED / AS REQUESTED” SERVICES CONTRACT. VENDOR SHALL BE PAID ONLY FOR WORK PERFORMED. ALL SERVICE QUANTITIES ARE ESTIMATED AND TOTAL SERVICE QUANTITIES SHALL VARY.

3. **Proposal Evaluation Factors**

Emphasis	Factor
30 %	Overall Vendor Cost of Services
30 %	Vendors Ability to Perform Requested Services
25 %	Vendor Experience Providing Requested Services
10 %	Vendors References
5 %	Vendors Past Performance with City

4. **Brand Manufacture Reference**

The City has determined that any manufacturer’s brand defined in the Scope of Services meets the City’s product and support need. The manufacturer’s reference is not intended to be restrictive and is only descriptive of the type and quality the City desires to purchase. Quotes for similar manufactured products of like quality will be considered if the Proposal is fully noted with the manufacturer’s brand name and model. The City reserves the right to determine products and support of equal value, and whether other brands or models meet the City’s product and support needs.

5. **Key Events Schedule**

Proposal Release Date	Monday, August 14, 2023
Non-Mandatory Pre-Proposal Meeting	Thursday, September 7, 2023
2:00 P.M. CST	
Richland Hills City Hall	
3200 Diana Drive	
Richland Hills, Texas 76118	
Deadline for Submittal of Written Questions	Thursday, September 7, 2023
Sealed Proposals Due to City	Shown on First Page of this RFP
Anticipated Committee Evaluation Review Date	Week of September 18, 2023
Anticipated City Council Approval	September 25, 2023
Anticipated Contract Award	September 25, 2023

6. Scope of Services

The City of Richland Hills is seeking vendor(s) to provide landscape services for various City locations. These services shall consist of, but not be limited to: rough cut/right-of-way mowing, landscaping services, irrigation services, fertilizer, weed control and pesticide applications. Definitions of these types of mowing and other required services are provided within the Scope of Services.

Vendor shall provide all materials, equipment and labor required to perform all requested work identified within the Scope of Services. Vendor pricing for individual items shall include all associated costs.

Vendor shall maintain current licenses and certifications, as required, to perform all requested services during the contract period and period of any renewals. **Vendor shall submit copies of all valid, currently held licenses required to perform requested services with their proposal submittal. These include, but are not limited to, Landscape Irrigation license and Commercial Applicators license.** Proposals submitted without current valid licenses may be deemed non-responsive at the discretion of the City. Vendor shall submit yearly updates of license renewals as required. The City shall perform random vendor required license checks as it deems necessary. Vendor shall provide copies of current license status as requested by the City throughout the term of this contract.

Vendor shall adhere to all Federal, State and local laws governing requested services.

The City reserves the right to award this contract individually or by group. Service frequencies shown are estimated only and in no way are a guaranteed amount of services to be performed.

The City shall provide vendor with a contact person who shall oversee the landscape related services with the City. This City contact shall be the point of contact for the vendor for all landscape service related questions or issues.

Vendor will be paid on an "As Performed / As Requested" basis. City shall determine when services are to be performed. Vendor will supply City with anticipated landscape maintenance schedule once services are awarded. City may modify schedule to fit City needs. City will coordinate any service schedule changes with vendor. Vendor must provide to City contact a list of all areas serviced to be confirmed by City to allow for payment approval.

Vendor shall be expected to provide the following services:

- A. Rough-Cut / Right of Way Mowing:** This style of mowing service shall consist of the following:
- All visible debris picked up prior to mowing.
 - Vendor shall not mow when area is too wet to prevent turf damage or create ruts
 - If services cannot be performed due to rain or other circumstances, multiple passes may be made at the City's discretion and additional cost.
 - All areas shall not exceed a maximum vegetation height of five (5) inches. This will include open area, fence line, trees, hydrants, utility easement, etc.
 - All sidewalks, edges, borders, fences, ditch lines and tree areas shall be line trimmed or stick edged as required to maintain maximum allowable vegetation height. In select areas vendor will be required to maintain a minimum sixty inch (60") mowed strip on either side of sidewalk. These mowed strips shall be maintained at a five (5) inch height. City contact shall coordinate with vendor as to mowing schedule.
 - Mowing and trimming around trees must be done with caution as to avoid any damage to tree trunk.

- Vendor must immediately notify City contact of any debris removal issues identified during mowing services which obstruct vendor's ability to perform required right of way mowing services.
- All areas serviced shall be free of any related debris following services.
- Replacement of dead or dying landscape materials and / or turf will be at City expense unless caused by vendor negligence.
- Not all identified Right of Way areas are maintained by the City. Some areas may be maintained by HOA, homeowner or business owner. City will coordinate with vendor on required services for these areas.

B. Landscaping Services

Vendor shall provide all services which include, but are not limited to, materials, equipment and labor required to perform:

- Flower beds maintained and free of weeds
- Provide weed control in all expansion joints and cracks of walkways, pavers, parking lots, buildings, curbs, fence lines, sound walls, manhole structures and drain inlets as required within mowing areas.
- Color change out of flower beds as requested. Standard flower types, depending on season or time of requested change shall be used. Spacing and type of plant material as directed by City. Flat of plants shall be considered eighteen (18) 4" pots. Price should include all required services including, but not limited to, removal, disposal, tilling, installation and fertilization of new color. Additional bed prep materials and labor required to raise or recondition beds as required, to be included in overall per plant flat cost.
- Over seeding with perennial Double Eagle or equivalent Ryegrass in requested areas. Areas may change from year to year due to water restrictions and at City discretion. Includes scalping.
- Replacing dead areas of grass by seeding or sod per City direction.
- Replacing dead landscaping with City approval. Vendor shall inform City contact immediately of identified dead or dying landscaping. Replacement of dead or dying landscape materials and / or turf will be at City expense unless caused by vendor negligence.
- Tree, bush, hedge, and other planting services.
- Bush, ornamental grasses, ground covers, brush and hedge trimming services as required maintaining desired appearance. May require weekly trimming in high profile areas. This includes annual cutbacks on ornamental grasses and ground covers.
- Mulch should be no-float shredded hardwood or cedar mulch. Small area mulching will be at the discretion of the contractor, while larger area mulching will need approval from the City's contact. Special care needs to be given around plant material and a 4" gap around the tree trunk will need to be maintained within the tree wells. City contact will specify depth of the mulch.
- Vendor shall immediately notify City contact of any landscape or tree related issues identified while performing landscape services. Whether it be plant related or insect/disease related, recommendations or a plan of action needs to be submitted to City contact.

Medians

- The City has landscaped medians along Baker Boulevard, Mayor's Island, and Glenview Drive. Vendor shall be responsible for the mowing (as required), landscaping and irrigation systems of these medians. The medians may require various methods of mowing services. **Vendor shall provide all required equipment and manpower to comply with all TxDOT rules regarding lane closures and safety equipment, signage and lights.**

C. Irrigation Services

All irrigators shall comply with Texas Administrative Code subsection G, Chapter 344.71. Contracts.

Vendor shall perform monthly check of irrigation systems during landscape service maintenance and notify City contact of any issues found. Vendor shall be required to operate all irrigation systems to confirm system performance to maintain landscape and /or turf areas. Failure to confirm irrigation system operations shall be considered vendor negligence. This includes scheduling within any mandatory water restrictions. The frequency of these checks is at the discretion of the vendor. The vendor is responsible to maintain the irrigation system in proper working order.

- Detailed list must be submitted, by email, to the City contact within 24 hours identifying irrigation areas needing repair or areas of concern.
- Detailed list of performed repairs submitted to City contact within 48 hours of completion to include, type of repair, hours spent and supplies used.
- Monitor rain and freeze sensor operation. Vendor shall be responsible for monitoring these sensor operations to ensure correct performance.
- Vendor shall provide City with irrigation schedule and shall notify City of any changes to irrigation schedule.
- The City manages many of their controllers through a central control system. Notification of any changes at the controller is critical to avoid any changes that contradict each other. It is up to the awarded vendor to inform the City contact on these changes immediately.
- City shall coordinate with vendor any changes to schedule of irrigation for Special Events as required. This will require systems to be turned off at the controllers and double checks, and then bleed system prior to the event. It is up to the contractor to turn the system back on and check for any issues.
- Replacement of dead or dying landscape materials and / or turf will be at City expense unless caused by vendor negligence.
- City will provide vendor with audit form for the vendor to fill out and submit with billing. Attached within Attachment A.
- Replacement parts, i.e. brand, specifications, type shall be pre-approved by City. This includes, but is not limited to, valves, controllers and heads.

Irrigation Repairs or New Installations consisting of, but not limited to:

- Spray nozzle replacement
- Leaking supply pipe repair
- Controller repairs or replacements as required
- Raising or lowering sprinkler heads as required or requested
- New installation or expansion of service in existing areas
- Service call for repair of system
- System controller programming
- Vendor shall immediately notify City contact of any identified irrigation repairs detailing repair required and location information.
- Prior written or email approval of all non-emergency irrigation repairs shall be required. City contact will respond within 24 hours or less with approval or denial of repair request.
- Emergency irrigation repairs shall be completed as required. Vendor shall immediately notify City contact of any required emergency irrigation repairs.
- Replacement parts, i.e. brand, specifications, type shall be pre-approved by City. This includes, but is not limited to, valves, controllers and heads.

D. Fertilizer and Weed Control Application Services

Vendor shall:

- All fertilizer and weed control applications must comply with Texas Department of Agriculture (TDA) rules and regulations.
- Provide written or email notice to City contact 48 hours prior to any application.
- Failure to provide prior application notice may result in vendor non-payment for any work performed.
- Pre-emergent, Post-emergent, and fertilizer mixes applied as required or requested by the City.
- Provide MSDS sheets for any weed control or fertilizer products utilized in the course of providing services.
- Chemical application logs per application/location may be requested by the City.
- Chemical applied per manufacturer guidelines and City recommendations.

E. Pesticide and Herbicide Application Services

Vendor shall:

- All pesticide and herbicide applications must comply with Texas Department of Agriculture (TDA) rules and regulations.
- Provide pesticide and herbicide application to control insect infestation or weeds as needed or required.
- Provide written or email notice to City contact 24 hours prior to any application.
- If emergency application is required vendor must provide email or phone notification to City contact prior to application. Failure to provide prior application information may result in vendor non-payment for any work performed.
- Provide MSDS sheets for any product utilized in the course of providing services.
- Chemical application logs per application/location may be requested by the City.
- Chemical applied per manufacturer guidelines and City recommendations.

F. Vendor Responsibility

- Vendor shall report to City contact within 24 hours, by email, any areas which cannot be serviced during a regularly scheduled service and the reason for the inability of vendor to service area. City will review issue and advise vendor within 24 hours of notification as to required vendor or City course of action.
- Trash, litter and debris removal: Litter shall be collected on each site prior to vendor employees conducting landscape services. Litter includes, but is not limited to, paper, glass, cans, etc. (generally items 2" or larger). All litter collected must be disposed of by the vendor and is included in landscape services. An extra fee may not be charged for disposal. Debris such as organic plant material, grass clippings, sticks, fallen limbs, etc. must be removed from the grounds, parking lots, sidewalks and drain inlets the same day of mowing and disposed of by the vendor as required by individual mowing type scope of services. All plant beds shall be maintained 100% free of litter and large items of debris (items larger than grass clippings and mulch).
- Vendor shall provide supervisory level contact person to perform monthly walk through of all service areas with City contact as requested, to identify any issues or potential issues.
- Weekly checklist provided to City contact detailing all work performed by vendor during the previous week. This checklist is to be submitted to City contact by Wednesday of the week following service.
- Vendor shall be responsible for any vendor caused damage to property or landscape. This

vendor responsibility may include replacement or repair of damaged property or landscape to before damaged condition.

- All vendor employees while working on City property will wear uniforms to serve as a means of identifying the vendor's employees. Uniforms are to be clean and in good condition.

G. Vendor Work Hours

Vendor work hours shall not begin earlier than 7:00 AM and must complete services by 8:00 PM unless otherwise agreed to in writing by the City. Some locations shall have more restrictive service times. These locations shall be identified individually and hours for service shall be coordinated with awarded vendor. No work shall be performed on weekends without prior written approval of City. Vendor shall coordinate landscape services schedule with City.

H. Vendor Equipment

Vendor's equipment shall be clean and maintained in proper operating condition at all times. All guards and safety devices shall be in place and in proper working order. Vendor shall identify on their bid the equipment they anticipate utilizing during the performance of this contract.

I. Invoicing

Vendor must submit detailed invoicing to City contact at the end of each month. Invoice should list in detail the location(s), services performed, and date services performed.

J. Aerial Views/Construction Documents

The City has provided aerial views, or construction documents for future sites, based on current plans of all areas to be serviced and is attached as "Attachment A". Any major changes in future areas will be negotiated before acceptance.

Vendor is responsible to confirm areas to receive mowing services prior to submitting their Proposal.

Appendix B – Proposal

Submittal Checklist: (To determine validity of proposal)

- _____ Appendix B (pages 12 through 26) must be included in the bid submittal.
- _____ Appendix C (page 27) Conflict of Interest Form must be included in the bid submittal.
- _____ Copies of Vendors Required Licenses.
- _____ Vendors Equipment List.

All proposals submitted to the City of Richland Hills shall include this page with the submitted Proposal.	
RFP Number:	RFP 2019-01
Project Title:	Citywide Landscape Services
Submittal Deadline:	2:00 P.M. (CST) Monday, September 11, 2023
Submittal Location:	City Secretary's Office 3200 Diana Drive Richland Hills, TX 76118
Proposer Information:	
Proposer's Legal Name:	Nico's Landscape
Address:	1015 Chamberlain St.
City, State & Zip	Irving TX 75060
Federal Employers Identification Number #	92-3099402
Phone Number:	469-803-9950
Fax Number:	
E-Mail Address:	Josephine@nicosllc.com
Proposer Authorization	
I, the undersigned, have the authority to execute this Proposal in its entirety as submitted and enter into a contract on behalf of the Proposer.	
Printed Name and Position of Authorized Representative: Josephine morquecho.	
Signature of Authorized Representative: <i>Josephine morquecho.</i>	
Signed this <u>9th</u> (day) of <u>September</u> (month), <u>2023</u> (year)	

Appendix B – Proposal (continued)

REQUIRED PROPOSAL INFORMATION. IN ORDER FOR A PROPOSAL TO BE CONSIDERED COMPLETE, AND TO BE EVALUATED FOR A CONTRACT AWARD BY THE CITY, PROPOSER MUST SUBMIT ALL OF THE FOLLOWING INFORMATION:

1. Proposed Products and/or Services

- A. Product or Service Description: Proposers should utilize this section to describe the technical aspects, capabilities, features and options of the product and/or service proposed in accordance with the required Scope of Services as identified in Appendix A. Promotional literature, brochures, or other technical information may be used.
- B. Additional Hardware Descriptions: Proposers should also include in this section a detailed description of what additional hardware and/or software, if any, would be required by the City in order to fully utilize the goods and/or services proposed.
- C. Guarantees and Warranties: Each Proposer shall submit a complete copy of any warranties or guarantees provided by the manufacturer or Proposer with the Proposal submitted.
- D. Project Schedule/Delivery Date: Proposer must provide a project schedule noting all projected completion dates for segments of the Project, from start-up to completion, and all delivery dates for goods covered by the RFP. The Proposal must show the number of days required to deliver and install the product or equipment after the receipt of the City's Purchase Order.

2. Cost of Proposed Products and/or Services

- A. Pricing: Pricing shall reflect the full Scope of Services defined herein, inclusive of all associated cost for delivery, labor, insurance, taxes, overhead, and profit.
- B. Schedule of Pricing: Proposer shall quote unit pricing in accordance with the itemized listing of products or contract segments stated in the Scope of Services and using the following format:

#1. Richland Hills Library 6724 Rena Drive, Richland Hills, TX 76118			
DESCRIPTION	COST PER SERVICE	ESTIMATED ANNUAL FREQUENCY	TOTAL ANNUAL COST
Seasonal Color Change – 80 plants	\$ 270	2	\$ 540
Mulch-shrubs & beds, 3" thick	\$ 600	2	\$ 1,200
Prune shrubs & remove debris	\$ 100	4	\$ 400
Bed weeding	\$ 80	40	\$ 3,200

TOTAL COST ITEM #1

\$ 5,340.00

#2. City Hall 3200 Diana Drive, Richland Hills, TX 76118			
DESCRIPTION	COST PER SERVICE	ESTIMATED ANNUAL FREQUENCY	TOTAL ANNUAL COST
Seasonal Color Change – 250 plants	\$ 845	2	\$ 1,690
Mulch-shrubs & beds, 3" thick	\$ 300	2	\$ 600
Prune shrubs & remove debris	\$ 100	4	\$ 400
Bed weeding	\$ 70	40	\$ 2,800

TOTAL COST ITEM #2

\$ 5,490.00

#3. The LINK Community Center and Plaza 6750 Baker Boulevard, Richland Hills, TX 76118			
DESCRIPTION	COST PER SERVICE	ESTIMATED ANNUAL FREQUENCY	TOTAL ANNUAL COST
Mulch-shrubs, beds, & tree wells, 3" thick	\$ 1,500	2	\$ 3,000
Prune shrubs & remove debris	\$ 400	4	\$ 1,600
Bed weeding	\$ 170	40	\$ 6,800
Mowing (Municipal Complex)	\$ 220	40	\$ 8,800

TOTAL COST ITEM #3

\$ 20,200.00

#4. Post Office/Fire Admin. Complex 3201 Diana Drive, Richland Hills, TX 76118			
DESCRIPTION	COST PER SERVICE	ESTIMATED ANNUAL FREQUENCY	TOTAL ANNUAL COST
Mulch-shrubs & beds, 3" thick	\$ 300	2	\$ 600
Prune shrubs & remove debris	\$ 50	4	\$ 200
Bed weeding	\$ 50	40	\$ 2,000

TOTAL COST ITEM #4

\$ 2,800.00

#5. Fire Department 3200 Rufe Snow, Richland Hills, TX 76118 (East and West beds)			
DESCRIPTION	COST PER SERVICE	ESTIMATED ANNUAL FREQUENCY	TOTAL ANNUAL COST
Mulch-shrubs & beds, 3" thick	\$ 300	2	\$ 600
Prune shrubs & remove debris	\$ 50	4	\$ 200
Bed weeding	\$ 50	40	\$ 2,000

TOTAL COST ITEM #5

\$ 2,800.00

#6. Law Enforcement Complex 6700 Baker Boulevard, Richland Hills, TX 76118 (Front and Back beds)			
DESCRIPTION	COST PER SERVICE	ESTIMATED ANNUAL FREQUENCY	TOTAL ANNUAL COST
Seasonal Color Change – 80 plants	\$ 600	2	\$ 1,200
Mulch-shrubs & beds, 3" thick	\$ 150	2	\$ 300
Prune shrubs & remove debris	\$ 150	4	\$ 600
Bed weeding	\$ 125	40	\$ 5,000

TOTAL COST ITEM #6

\$ 7,100.00

#7. Animal Service Center 7049 Baker Boulevard, Richland Hills, TX 76118			
DESCRIPTION	COST PER SERVICE	ESTIMATED ANNUAL FREQUENCY	TOTAL ANNUAL COST
Seasonal Color Change – 100 plants	\$ 337	2	\$ 674
Mulch-shrubs & beds, 3" thick	\$ 300	2	\$ 600
Prune shrubs & remove debris	\$ 70	4	\$ 280
Bed weeding	\$ 50	40	\$ 2,000
Mowing (Front and Back areas)	\$ 180	40	\$ 7,200

TOTAL COST ITEM #7

\$ 10,754.00

#8. Baker Blvd. (Hwy. 183) Medians Crites to Booth Calloway, Richland Hills, TX 76118			
DESCRIPTION	COST PER SERVICE	ESTIMATED ANNUAL FREQUENCY	TOTAL ANNUAL COST
Mulch-shrubs & beds, 3" thick	\$ 2,100	2	\$ 4,200
Prune shrubs & remove debris	\$ 1,200	4	\$ 4,800
Bed weeding	\$ 500	40	\$ 20,000

TOTAL COST ITEM #8

\$29,000.00

#9. Hamilton Hill West City Limits, Baker Blvd. & Hwy. 26, Richland Hills, TX 76118			
DESCRIPTION	COST PER SERVICE	ESTIMATED ANNUAL FREQUENCY	TOTAL ANNUAL COST
Mulch-shrubs & beds, 3" thick	\$ 900	2	\$ 1,800
Prune shrubs & remove debris	\$ 70	4	\$ 280
Mowing	\$ 120	40	\$ 4,800

TOTAL COST ITEM #9

\$6,880.00

#10. Monument Sign Handley-Ederville Rd. & TRE Station, Richland Hills, TX 76118			
DESCRIPTION	COST PER SERVICE	ESTIMATED ANNUAL FREQUENCY	TOTAL ANNUAL COST
Mulch-shrubs & beds, 3" thick	\$ 40	2	\$ 80
Prune shrubs & remove debris	\$ 40	4	\$ 160
Bed weeding	\$ 20	40	\$ 800

TOTAL COST ITEM #10

\$ 1,040.00

#11. El Chico ROW and Monument Sign Baker Blvd. & Booth Calloway Rd, Richland Hills, TX 76118			
DESCRIPTION	COST PER SERVICE	ESTIMATED ANNUAL FREQUENCY	TOTAL ANNUAL COST
Mulch-shrubs & beds, 3" thick	\$ 900	2	\$ 1,800
Prune shrubs & remove debris	\$ 120	4	\$ 480
Bed weeding	\$ 60	40	\$ 2,400
Mowing	\$ 80	40	\$ 3,200

TOTAL COST ITEM #11

\$ 7,880.00

#12. Glenview Dr. Entry Median 8000 Block Glenview Dr., Richland Hills, TX 76118			
DESCRIPTION	COST PER SERVICE	ESTIMATED ANNUAL FREQUENCY	TOTAL ANNUAL COST
Mowing	\$ 65	40	\$ 2,600

TOTAL COST ITEM #12

\$ 2,600.00

#13. Rosebud Park	COST PER SERVICE	ESTIMATED ANNUAL FREQUENCY	TOTAL ANNUAL COST
Mowing	\$ 180	40	\$ 7,200

TOTAL COST ITEM #13

\$ 7,200.00

#14. Kate Baker Park	COST PER SERVICE	ESTIMATED ANNUAL FREQUENCY	TOTAL ANNUAL COST
Mowing	\$ 180	40	\$ 7,200.00

TOTAL COST ITEM #14

\$ 7,200.00

#15. Creek Trail Park	COST PER SERVICE	ESTIMATED ANNUAL FREQUENCY	TOTAL ANNUAL COST
Mowing	\$ 130	40	\$ 5,200

TOTAL COST ITEM #15

\$ 5,200.00

#16. Windmill Park	COST PER SERVICE	ESTIMATED ANNUAL FREQUENCY	TOTAL ANNUAL COST
Mowing	\$ 60	40	\$ 2,400

TOTAL COST ITEM #16

\$ 2,400.00

#17. Park – Hike and Bike Trail	COST PER SERVICE	ESTIMATED ANNUAL FREQUENCY	TOTAL ANNUAL COST
Pruning and Removing Debris	\$ 250	4	\$ 1,000
Mowing – Refined 60" each side of path	\$ 120	40	\$ 4,800
Mowing – Rough Cut Fence to Fence outside of 60"	\$ 200	22	\$ 4,400

TOTAL COST ITEM #17

\$ 10,200.00

#18. Mayor's Island	COST PER SERVICE	ESTIMATED ANNUAL FREQUENCY	TOTAL ANNUAL COST
Mowing	\$ 40	40	\$ 1,600

TOTAL COST ITEM #18

\$ 1,600.00

#19. Scruggs Island	COST PER SERVICE	ESTIMATED ANNUAL FREQUENCY	TOTAL ANNUAL COST
Mowing	\$ 40	40	\$ 1,600

TOTAL COST ITEM #19

\$ 1,600.00

#20. Hamilton Hill Triangle	COST PER SERVICE	ESTIMATED ANNUAL FREQUENCY	TOTAL ANNUAL COST
Pruning and Removing Debris	\$ 40	2	\$ 80
Mowing	\$ 40	40	\$ 1,600

TOTAL COST ITEM #20

\$ 1,680.00

#21. HWY 26/WALMART TRIANGLE	COST PER SERVICE	ESTIMATED ANNUAL FREQUENCY	TOTAL ANNUAL COST
Mowing	\$ 40	40	\$ 1,600

TOTAL COST ITEM #21

\$ 1,600.00

#22. HWY 121 TRIANGLE (Pine Park)	COST PER SERVICE	ESTIMATED ANNUAL FREQUENCY	TOTAL ANNUAL COST
Pruning and Removing Debris	\$ 40	2	\$ 80
Mowing	\$ 40	40	\$ 1,600

TOTAL COST ITEM #22

\$ 1,680.00

#23. HANDLEY EDERVILLE ROW (Latham to 121 Frontage)	COST PER SERVICE	ESTIMATED ANNUAL FREQUENCY	TOTAL ANNUAL COST
Pruning and Removing Debris	\$ 40	4	\$ 80
Mowing	\$ 40	22	\$ 880

TOTAL COST ITEM #23

\$ 960.00

#24. HWY 26 ROW (Baker Blvd to WalMart Property)	COST PER SERVICE	ESTIMATED ANNUAL FREQUENCY	TOTAL ANNUAL COST
Mowing	\$ 40	22	\$ 880.

TOTAL COST ITEM #24

\$ 880.00

#25. BAKER BOULEVARD ROW (N/S)	COST PER SERVICE	ESTIMATED ANNUAL FREQUENCY	TOTAL ANNUAL COST
Pruning and Removing Debris	\$ 600	2	\$ 1,200
Mowing	\$ 375	40	\$ 15,000

TOTAL COST ITEM #25

\$ 16,200.00

#26. Easement – ONCOR TRIANGLE (6817 LAVON)	COST PER SERVICE	ESTIMATED ANNUAL FREQUENCY	TOTAL ANNUAL COST
Mowing	\$ 40	22	\$ 880

TOTAL COST ITEM #26

\$ 880.00

#27. Easement – JOHN DR. & SUB- ALLEY	COST PER SERVICE	ESTIMATED ANNUAL FREQUENCY	TOTAL ANNUAL COST
Pruning and Removing Debris	\$ 600	2	\$ 1,200
Mowing	\$ 60	22	\$ 1,320

TOTAL COST ITEM #27

\$ 2,520.00

#28. Easement – SUE DR & FAYE	COST PER SERVICE	ESTIMATED ANNUAL FREQUENCY	TOTAL ANNUAL COST
Pruning and Removing Debris	\$ 300	2	\$ 600
Mowing	\$ 60	22	\$ 1,320

TOTAL COST ITEM #28

\$ 1,920.00

#29. Easement – SPRUCE PARK	COST PER SERVICE	ESTIMATED ANNUAL FREQUENCY	TOTAL ANNUAL COST
Pruning and Removing Debris	\$ 300	2	\$ 600
Mowing	\$ 60	22	\$ 1,320

TOTAL COST ITEM #29

\$ 1,920.00

#30. Easement – BRIDGES AVE ALLEY	COST PER SERVICE	ESTIMATED ANNUAL FREQUENCY	TOTAL ANNUAL COST
Pruning and Removing Debris	\$ 200	2	\$ 400
Mowing	\$ 40	22	\$ 880

TOTAL COST ITEM #30

\$ 1,280.00

#31. Easement – DAVIDSON ALLEY	COST PER SERVICE	ESTIMATED ANNUAL FREQUENCY	TOTAL ANNUAL COST
Mowing and Clearing	\$ 60	22	\$ 1,320

TOTAL COST ITEM #31

\$ 1,320.00

#32. Easement – 2904 BIRCH PARK	COST PER SERVICE	ESTIMATED ANNUAL FREQUENCY	TOTAL ANNUAL COST
Pruning and Removing Debris	\$ 40	2	\$ 80
Mowing	\$ 40	22	\$ 880

TOTAL COST ITEM #32

\$ 960.00

#33. Easement – Kingsbury Gas	COST PER SERVICE	ESTIMATED ANNUAL FREQUENCY	TOTAL ANNUAL COST
Pruning and Removing Debris	\$ 110	2	\$ 220
Mowing	\$ 40	22	\$ 880

TOTAL COST ITEM #33

\$ 1,100.00

#34. Easement – LAVON & MATTHEWS (west of fence)	COST PER SERVICE	ESTIMATED ANNUAL FREQUENCY	TOTAL ANNUAL COST
Pruning and Removing Debris	\$ 80	2	\$ 160
Mowing	\$ 40	22	\$ 880

TOTAL COST ITEM #34

\$ 1,040.00

#35. Easement – DOGWOOD/ELM GAS	COST PER SERVICE	ESTIMATED ANNUAL FREQUENCY	TOTAL ANNUAL COST
Pruning and Removing Debris	\$ 110	2	\$ 220
Mowing	\$ 40	22	\$ 880

TOTAL COST ITEM #35

\$ 1,100.00

#36. Storm Water – LATHAM DITCH	COST PER SERVICE	ESTIMATED ANNUAL FREQUENCY	TOTAL ANNUAL COST
Mowing and Clearing	\$ 105	22	\$ 2,310

TOTAL COST ITEM #36

\$ 2,310.00

#37. Storm Water – McDONALD'S DITCH	COST PER SERVICE	ESTIMATED ANNUAL FREQUENCY	TOTAL ANNUAL COST
Mowing and Clearing	\$ 105	22	\$ 2,310

TOTAL COST ITEM #37

\$ 2,310.00

#38. Storm Water – RICHLINN TERRACE DITCH	COST PER SERVICE	ESTIMATED ANNUAL FREQUENCY	TOTAL ANNUAL COST
Pruning and Removal of Debris (longer area)	\$ 240	2	\$ 480
Mowing and Clearing	\$ 80	22	\$ 1,760

TOTAL COST ITEM #38

\$ 1,760.00

#39. Storm Water – Allena	COST PER SERVICE	ESTIMATED ANNUAL FREQUENCY	TOTAL ANNUAL COST
Clearing	\$ 250	6	\$ 1,500

TOTAL COST ITEM #39

\$ 1,500.00

#40. Storm Water – KINGS COURT DITCH	COST PER SERVICE	ESTIMATED ANNUAL FREQUENCY	TOTAL ANNUAL COST
Mowing and Clearing	\$ 80	22	\$ 1,760

TOTAL COST ITEM #40

\$ 1,760.00

#41. Storm Water – Baker Drainage Ditches	COST PER SERVICE	ESTIMATED ANNUAL FREQUENCY	TOTAL ANNUAL COST
Mowing and Clearing	\$ 80	22	\$ 1,760

TOTAL COST ITEM #41

\$ 1,760.00

#42. Storm Water – DAVIDSON RETENTION POND	COST PER SERVICE	ESTIMATED ANNUAL FREQUENCY	TOTAL ANNUAL COST
Mowing and Clearing	\$ 160	22	\$ 3,520

TOTAL COST ITEM #42

\$ 3,520.00

#43. Storm Water – KATHERINE CT. RETENTION POND	COST PER SERVICE	ESTIMATED ANNUAL FREQUENCY	TOTAL ANNUAL COST
Mowing and Clearing	\$ 150	22	\$ 3,300

TOTAL COST ITEM #43

\$ 3,300.00

#44. Inspection of Irrigation System	COST PER SERVICE	ESTIMATED ANNUAL FREQUENCY	TOTAL ANNUAL COST
Full inspection of irrigation systems.	\$ 600	12	\$ 7,200

TOTAL COST ITEM #44

\$ 7,200.00

TOTAL FOR ANNUAL LANDSCAPE MAINTENANCE COSTS (ITEMS #1-#43)

\$ 199,744.00

NOTE: Additional work not listed in the contract may be required by the city and therefore an hourly labor cost or per service is required to be included. Equipment and material costs will be agreed upon between the contractor and the city.

#45. Miscellaneous Labor Costs	COST PER HOUR
Licensed Irrigator	\$ 125
Irrigation Tech	\$ 75
Trip Charge or Fee to Adjust Irrigation or other Repair Services	\$ 100
General Landscape Tech (with mowing equipment) (Mow, weed, edge, trim, plant, debris removal, etc.)	\$ 65
General Landscape Tech (no mowing equipment)	\$ 45

#45. Miscellaneous Services or Products (Price includes Labor Costs)	COST PER SQ FT
Rye Grass Over-Seeding	\$ 0.25
Core Aeration	\$ 0.5
Machine Vericutting	\$ 0.85
Top Dressing	\$ 0.95
Fertilizer Application (Chemical)	\$ 0.95
Fertilizer Application (Granular)	\$ 0.95
Pesticide or Herbicide Application (Chemical)	\$ 1.25
Pesticide or Herbicide Application (Granular)	\$ 1.25

3. Term of Contract and Option to Extend

Any contract resulting from this RFP shall be effective for twelve (12) months from date of award. The City anticipates that contract shall be renewed pursuant to the availability of funds and at the discretion of the City. The following clauses shall be included in the contract:

- A. Option Clause: It is agreed that City will have the option to extend the contract for up to four (4) additional years, in one (1) year intervals. To exercise this option, the City shall serve notice thirty (30) days prior to contract termination or to the end of any one (1) year extension. The Option to Extend will not be considered if funding is unavailable or if the contractor's past performance is not within the industry standard.
- B. Escalation Clause: Should market conditions prevail which dictate an increase, the successful contractor may submit documentation requesting permission to increase pricing no later than 30 days after receiving notice from the City of its intent to extend the agreement. Escalation may only occur at the time of renewal and only upon securing the approval of the City in writing. Requests for price adjustments must be solely for the purpose of accommodating an increase in the contractor's cost, not profits.

Vendors shall show in this quote their anticipated percent of escalation if/when the option to extend is exercised. The percent quoted will be a maximum. In addition, the percentage proposed will be a factor in determining the best value to the City. It is the average price over the period of the contract that will be the price factor considered in the evaluation of this quote. Quotes in which negative or no escalation is shown will be considered as 0% escalation.

- C. Price Increases Upon Extension: If approved by the City, the Contractor shall modify the rates charged by the Contractor to reflect any changes shown in the comparative statement delivered to the City. The maximum increase allowed under this provision shall be three percent (3%) per year. The City shall have authority, in its reasonable discretion, to determine the validity of any change in Contractor's rates. City cannot exercise the Option to Extend with any price increases unless the Vendor completes the section of the Quote requesting anticipated percentage of annual escalation.

FIRST ADDITIONAL YEAR (FY 2020-2021) ESCALATION.....	<u>3</u> %
SECOND ADDITIONAL YEAR (FY 2021-2022) ESCALATION.....	<u>3</u> %
THIRD ADDITIONAL YEAR (FY 2022-2023) ESCALATION.....	<u>3</u> %
FOURTH ADDITIONAL YEAR (FY 2023-2024) ESCALATION.....	<u>3</u> %

4. Proposer's Experience / Staff

- A. Project Team: Identify all members of the Proposer's team (including both team members and management) who will be providing any services proposed and include information which details their experience.
- B. Removal or Replacement of Staff: If an assigned staff person must be removed or replaced for any reason, the replacement person must be approved by City prior to joining the project.
- C. Business Establishment: State the number of years the Proposer's business has been established and operating. If Proposer's business has changed names or if the principals operating the business operate any similar businesses under different names, or have operated any other businesses or changed the legal status or form of the business within the last five (5) years, all names, of predecessor business names, affiliated entities, and previous business entities operated by the principals, if different than present, must be provided;

State the number of years' experience the business has: 5 years and the number of employees: 25

- D. Project Related Experience: All Proposals must include detailed information that details the Proposer's experience and expertise in providing the requested services that demonstrates the Proposer's ability to logically plan and complete the requested project.

5. References

Proposer shall provide three (3) references where Proposer has performed similar to or the same types of services as described herein. Please include Municipal references.

Reference #1:

Client / Company Name: <u>Yellowstone landscape</u>	
Contact Name: <u>Brian Lemmerman</u>	Contact Title: <u>owner</u>
Phone: <u>480-570-2852</u>	Email: <u>blem1984@gmail.com</u>
Date and Scope of Work Provided: <u>mowing, landscape maintenance President George bush Turnpike</u>	

Reference #2:

Client / Company Name: <u>City of plano</u>	
Contact Name: <u>JOSE ROJAS</u>	Contact Title: <u>park contract Compliance supervisor</u>
Phone: <u>469-367-8773</u>	Email: <u>Josejr@plano.gov</u>
Date and Scope of Work Provided: <u>NOV. 2022 - Current. median mowing & landscape maintenance, high traffic thoroughfares.</u>	

Reference #3:

Client / Company Name: <u>City of Mesquite</u>	
Contact Name: <u>Charley Rickett</u>	Contact Title: <u>District park Supervisor</u>
Phone: <u>214-769-4050</u>	Email: <u>Crickett@cityofmesquite.com</u>
Date and Scope of Work Provided: <u>may 2023 - Current. mowing maintenance of city medians & right-of-ways.</u>	

6. **Trade Secrets and/or Confidential Information**

Trade Secrets and/or Confidential Information: This proposal (does) (does not) contain trade secrets and/or confidential information. If applicable, describe such trade secrets and confidential information, and the basis for your assertion that such material qualifies for legal protection from disclosure.

7. **Federal, State and/or Local Identification Information**

A. Centralized Master Bidders List registration number: _____

B. Prime contractor HUB / MWBE registration number: 803688031

C. An individual Proposer acting as a sole proprietor must also enter the Proposer's Social Security Number: # 659-411-8031

8. **Emergency Business Services Contact Notice**

During a natural disaster, or homeland security event, there may be a need for the City of Richland Hills to access your business for products or services after normal business hours and/or holidays. The City may request City employee pick up or vendor delivery of product or services.

For this purpose, a primary and secondary emergency contact name and phone number are required. It is critical the vendor's emergency contact information remains current. City shall be contacted by E-mail with any change to a contact name or phone number of these emergency contacts.

All products or services requested during an emergency event are to be supplied as per the established contract prices, terms and conditions. The vendor shall provide the fee (pricing) for an after-hours emergency opening of the business, if any. In general, orders will be placed using a City of Richland Hills procurement card (Master Card) or City issued Purchase Order. The billing is to include the emergency opening fee, if applicable.

The contractor shall provide the names, phone numbers and fee (pricing), if any, for an after-hours emergency opening of the business listed below.

Business Name: Nico's Landscape

Contract #: _____

Description: _____

Primary Contact (Name): Josephine Morquecho

Primary Contact Phone Numbers: Home: _____ Cell: 469-803-9950

Secondary Contact (Name): Canas Rojas

Secondary Contact Phone Numbers: Home: _____ Cell: 469-468-2741

After Hours emergency opening fee, if applicable: \$ 90/hour

9. Cooperative Governmental Purchasing Notice

Other governmental entities maintaining interlocal agreements with the City, may desire, but are not obligated, to purchase goods and services defined in this RFB from the successful Bidder. All purchases by governmental entities, other than the City, will be billed directly to and paid by that governmental entity. The City will not be responsible for another governmental entity's debts. Each governmental entity will place their own orders with the successful Bidder and be responsible for ensuring full compliance with the RFB specifications. Prior to other governmental entities placing orders, the City will notify the successful Bidder of their intent.

Please indicate below if you will permit other governmental entities to purchase from your agreement with the City.

☒ **Yes, Others can purchase**

☐ **No, Only the City can purchase**

CONTRACT TERMS AND CONDITIONS, EXCEPT WHERE PROPOSER MAKES SPECIFIC EXCEPTION IN THE SUBMITTED PROPOSAL, ANY CONTRACT RESULTING FROM THIS RFP WILL CONTAIN THE FOLLOWING TERMS AND CONDITIONS, WHICH PROPOSER HEREBY ACKNOWLEDGES, AND TO WHICH PROPOSER AGREES BY SUBMITTING A PROPOSAL:

1. Delivery of Products and/or Services

- A. Payment Terms: Unless otherwise specified in the Scope of Services or otherwise agreed to in writing by the City, payment terms for the City are Net thirty (30) days upon receipt of invoice.
- B. Warranty of Products and Services: All products furnished under this contract shall be warranted to be merchantable and good quality and fit for the purposes intended as described in this Proposal, to the satisfaction of City and in accordance with the specifications, terms, and conditions of the Scope of Services, and all services performed shall be warranted to be of a good and workmanlike quality, in addition to, and not in lieu of, any other express written warranties provided.
- C. Late Delivery or Performance: If Proposer fails to deliver acceptable goods or services within the timeframes established in the Project Schedule, the City shall be authorized to purchase the goods or services from another source and assess any increase in costs to the defaulting Proposer, who agrees to pay such costs within ten days of invoice.
- D. Title to Goods and Risk of Loss: For goods to be provided by Proposers hereunder, if any, the title and risk of loss of the goods shall not pass to City until City actually receives, takes possession, and accepts the goods and the installation of such goods, has tested the system, and determined that it is in good and acceptable working order.

2. Miscellaneous

- A. Independent Contractor: Proposer agrees that Proposer and Proposer's employees and agents have no employer-employee relationship with City. Proposer agrees that if Proposer is selected and awarded a contract, City shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, Federal or State unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will City furnish any medical or retirement benefits or any paid vacation or sick leave.
- B. Assignments: The rights and duties awarded the successful Proposer shall not be assigned to another without the written consent of the Purchasing Manager. Such consent shall not relieve the assigner of liability in the event of default by the assignee.

- C. Liens: Proposer shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods, and services which may be provided to the City by Proposer or Proposer's vendor(s), and if the City requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City.
- D. Gratuities / Bribes: Proposer certifies that no bribes in the form of entertainment, gifts, or otherwise, were offered or given by the successful Proposer, or its agent or representative, to any City officer, employee or elected representative, with respect to this RFP or any contract with the City, and that if any such bribe is found to have been made this shall be grounds for voiding of the contract
- E. Financial Participation: Proposer certifies that it has not received compensation from the City to participate in preparing the specifications or RFP on which the Proposal is based and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
- F. Required Licenses: Proposer certifies that he holds all licenses required by the State of Texas for a provider of the goods and/or services described by the Scope of Services herein.
- G. Authority to Submit Proposal and Enter Contract: The person signing on behalf of Proposer certifies that the signer has authority to submit the Proposal on behalf of the Proposer and to bind the Proposer to any resulting contract.
- H. Compliance with Applicable Law: Proposer agrees that the contract will be subject to, and Proposer will strictly comply with, all applicable federal, state, and local laws, ordinances, rules, and regulations.

3. **Financial Responsibility Provisions**

- A. Insurance: The Proposer, consistent with its status as an independent contractor, shall carry, and shall require any of its subcontractors to carry, at least the following insurance in such form, with such companies, and in such amounts (unless otherwise specified) as City may require:
 - i. Worker's Compensation and Employer's Liability insurance, including All States Endorsement, to the extent required by federal law and complying with the laws of the State of Texas;
 - ii. Commercial General Liability insurance, including Blanket Contractual Liability, Broad Form Property Damage, Personal Injury, Completed Operations/Products Liability, Premises Liability, Medical Payments, Interest of Employees as additional insureds, and Broad Form General Liability Endorsements, for at least One Million Dollars (\$1,000,000) Combined Single Limit Bodily Injury and Property Damage on an occurrence basis;
 - iii. Comprehensive Automobile Liability insurance covering all owned, non-owned or hired automobiles to be used by the Contractor, with coverage for at least One Million Dollars (\$1,000,000) Combined Single Limit Bodily Injury and Property Damage.
- B. Indemnification: Proposer agrees to defend, indemnify and hold harmless the City, all of its officers, Council members, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages and liabilities, including reasonable attorneys' fees, court costs and related expenses, arising out of, connected with, or resulting from any acts or omissions of Proposer or any agent, employee, subcontractor, or supplier of Proposer in the execution or performance of this contract without regard to whether such persons are under the direction of City agents or employees.

- C. **Bond Requirements:** Prior to the commencement of work on this Project, Proposer shall deliver to the City the following bonds issued by a good and sufficient surety licensed by the State of Texas and satisfactory to the City:
- i. A payment bond in the amount of 100% of the total contract amount insuring the full and prompt payment of all persons performing labor and/or furnishing materials in connection with this Project;
 - ii. A performance bond in the amount of 100% of the total contract amount insuring full, faithful, and prompt performance of the responsibilities contained in this contract within the time parameters provided herein.

Appendix C – Form CIQ

INFORMATION REGARDING VENDOR CONFLICT OF INTEREST QUESTIONNAIRE

WHO: The following persons must file a Conflict of Interest Questionnaire with the City if the person has an employment or business relationship with an officer of the City that results in taxable income exceeding \$2,500 during the preceding twelve (12) month period, or an officer or a member of the officer's family has accepted gifts with an aggregate value of more than \$250 during the previous twelve (12) month period and the person engages in any of the following actions:

1. contracts or seeks to contract for the sale or purchase of property, goods or services with the City, including any of the following:
 - a. written and implied contracts, utility purchases, purchase orders, credit card purchases and any purchase of goods and services by the City;
 - b. contracts for the purchase or sale of real property, personal property including an auction of property;
 - c. tax abatement and economic development agreements;
2. submits a bid to sell goods or services, or responds to a request for proposal for services;
3. enters into negotiations with the City for a contract; or
4. applies for a tax abatement and/or economic development incentive that will result in a contract with the City

THE FOLLOWING ARE CONSIDERED OFFICERS OF THE CITY:

1. Mayor and City Council Members;
2. City Manager;
3. Board and Commission members and appointed members by the Mayor and City Council;
4. Directors of 4A and 4B development corporations;
5. The executive directors or managers of 4A and 4B development corporations; and
6. Directors of the City of Richland Hills who have authority to sign contracts on behalf of the City.

EXCLUSIONS: A questionnaire statement need not be filed if the money paid to a local government official was a political contribution, a gift to a member of the officer's family from a family member; a contract or purchase of less than \$2,500 or a transaction at a price and subject to terms available to the public; a payment for food, lodging, transportation or entertainment; or a transaction subject to rate or fee regulation by a governmental entity or agency.

WHAT: A person or business that contracts with the City or who seeks to contract with the City must file a "Conflict of Interest Questionnaire" (FORM CIQ) which is available online at www.ethics.state.tx.us and a copy of which is attached to this guideline. The form contains mandatory disclosures regarding "employment or business relationships" with a municipal officer. Officials may be asked to clarify or interpret various portions of the questionnaire.

WHEN: The person or business must file:

1. the questionnaire – no later than seven (7) days after the date the person or business begins contract discussions or negotiations with the municipality, or submits an application, responds to a request for proposals or bids, correspondence, or other writing related to a potential contract or agreement with the City; and
2. an updated questionnaire – within seven (7) days after the date of an event that would make a filed questionnaire incomplete or inaccurate.

It does not matter if the submittal of a bid or proposal results in a contract. The statute requires a vendor to file a FORM CIQ at the time a proposal is submitted or negotiations commence.

WHERE: The vendor or potential vendor must mail or deliver a completed questionnaire to the Finance Department. *The Finance Department is required by law to post the statements on the City's website.*

ENFORCEMENT: Failure to file a questionnaire is a Class C misdemeanor punishable by a fine not to exceed \$500. It is an exception to prosecution that the person files a FORM CIQ not later than seven (7) business days after the person received notice of a violation.

NOTE: The City does not have a duty to ensure that a person files a Conflict of Interest Questionnaire.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person 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 person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

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

OFFICE USE ONLY

Date Received

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

Nico's Landscape

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 the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Josephine Mangueho
Signature of person doing business with the governmental entity

9/9/23
Date

Adopted 06/29/2007

Nico's Landscape Inventory

Brand	Year	Count
Isuzu NPR	2011	1
Isuzu NPR	2013	1
Isuzu NPR	2014	1
Ford F250	2013	1
Ford F250	2011	1
Ford F250	2009	1
Ford F250	2007	1
Ford E350	2011	1
Ford Ranger	2008	1
Big Tex 10PI-14	2020	1
Big Tex 10PI-14	2019	2
Big Tex 10PI-14	2015	1
Big Tex 10PI-16	2017	1
JC Trailer 8x6	2019	1
John Deere Z950M	2018	2
John Deere Z930M	2019	10
John Deere 636M	2022	3
eXmark Commercial 21X	2010	8
eXmark Commercial 30	2020	1
Bufallo Turbine	2021	1
Stihl Blower BR450	2019	10
Stihl Blower BR450	2020	10
Stihl Blower BR450	2021	10
Stihl Weedeater FSR111	2019	15
Stihl Weedeater FSR111	2020	20
Stihl Edger FS91	2022	10
Stihl Trimmer HS82R	2017	6
Stihl Chainsaw MS194T	2022	2
Stihl Chainsaw MS400C	2005	1
Stihl Sprayer SG20	2019	10

Form W-9
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Nico's Landscape

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ► _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
1015 Chamberlain St.

6 City, state, and ZIP code
Irving TX 75060

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

92-3099402

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ► *Joseph Manguerra* Date ► *9/10/23*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



Woman Owned Business Certification

presented to

Company **Nico's Landscape LLC.**

Certification Number **803688031**

Location **Irving, Texas, 75060**

Owner **Josephine Morquecho**

Issue Date **October 11, 2022** Expiration Date **October 10, 2023**

Prevent Fraud & Verify Real-Time Certification Status at www.texassba.us

Texas SBA® Business Certifications
Austin, Texas, USA
www.texassba.us

A handwritten signature in black ink, appearing to read "Jamie Demerikas".

Jamie Demerikas, President



Woman Owned Business Certification

presented to

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Texas SBA® Business Certifications
Austin, Texas, USA
www.texasba.us

A handwritten signature in black ink, appearing to read "Jamie Demerikas".

Jamie Demerikas, President



TEXAS DEPARTMENT OF AGRICULTURE

COMMISSIONER SID MILLER

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

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

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

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COMMERCIAL PESTICIDE APPLICATOR LICENSE

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

DUSTIN JORDAN
3220 MYRA LN
FARMERS BRANCH TX 75234

License No: 0756919
Effective Date: September 30, 2022
Expires: September 30, 2023
Categories:



3A

Memorandum

To: Candice Edmondson, City Manager

From: Jason Brown, Director of Parks and Recreation

Date: October 9, 2023

Subject: Bid Tabulation for the Citywide Landscape Services

Bids were opened on Monday, September 11, 2023 at 2:00pm at City Hall, 3200 Diana Dr. in Richland Hills with three (3) responsive bids. The summary of the bids is below.

Vendor	Contract Amount
Nico's Landscape LLC	\$199,744.00
SRH Landscapes	\$282,920.00
Abescape Group	\$373,531.00

Nico's Landscape LLC was the apparent low bidder. With their bid being much lower than the other responsive bids, staff called and scheduled an appointment to make sure that Nico's understood the full scope of the work and did not need to make any adjustments to their pricing. After a tour of the properties, Nico's Landscaping team was satisfied that they priced the services accurately.

Staff then completed a reference check. Two of their references were other municipalities. Staff spoke with members of the Plano and Mesquite parks departments. Both cities had positive reviews of Nico's Landscaping and mentioned specifically that they were quick, thorough and responsive when needed.

After considering the bid price and the referenced quality of prior service, staff recommends awarding Nico's Landscape LLC the bid for citywide landscape services in the amount of \$199,744.00.

Memorandum

To: Honorable Mayor Edward Lopez and Richland Hills City Council Members

From: Kip Dernovich, Director of Public Works and Capital Projects

Date: October 9, 2023

Subject: Water Meter Replacement Project

Agenda Item:

Water Meter Replacement Project Report

Background Information:

Staff will provide a final report on the water meter replacement project.

Financial Considerations:

N/A

Legal Review:

N/A

Board/Citizen Input:

N/A

Attachments:

N/A

Council Action Requested:

No Council Action