



Waco Drive Medians, Right-of-Way Mowing & Maintenance Service Agreement

Location: Bellmead Drive in Bellmead, Texas consists of center median. The medians have trees, sidewalks, guide wires, and signs.

Scope of Work: Mow, edge and weed-eat around trees, signs, rails, sidewalks, access streets related to the medians. Trash and litter must be removed prior and after mows. Spray organic weed killer as needed. The scope of service describes Median, Right-of-Way Mowing & Maintenance Services and requirements to comply with the service.

Supervisor of Service: Service will be coordinated with the Public Works for proper scheduling. Some weekend work may be scheduled. The City shall not be responsible for overtime costs. Unit bid prices shall apply to all work regardless of when performed.

Cost: Bid quotes for mowing medians along Bellmead Drive starting in the 2400 block of Bellmead Drive and ending in the 2800 block of Bellmead Drive. Each mowing shall comply with outlined specifications. Additional mowing may be requested depending on seasonal growth and dormancy cycles of turf.

Timeframe: This agreement is valid for one year with a one-year extension.

1. ROADSIDE MOWING

a. Equipment

- A. Mowers. Provide rotary mowers (out-front/ zero turn type mowers) equipped with sharp blades to cleanly cut vegetation and with deflection devices to prevent flying debris ejected by the mowers.
- B. Emblems. Provide slow-moving vehicle emblem affixed to rear of mowers.
- C. Warning Lights. Provide highly visible omni-directional amber flashing warning lights on work trucks.
- D. Trimmers. Provide rigid or string line trimmers for hand trimming.
- E. Pruning tools should be maintained in good working order with sharp edges and sanitized to prevent disease.
- F. Contractor shall provide at his expense such personal safety equipment for all personnel working at each site that is normally found in "best practice". This shall include but not be limited to eye, ear, skin, and head protection.

b. Work Expectations/Requirements

- A. Set mower cutting height 2.5 in. - 3 in. based on turf type. Possible irregularities in mowing conditions or growing season. All equipment and blades must be set at the same height to produce an even cut and appearance.
- B. All grass clippings shall be mulched. No piles of grass clippings will be allowed to remain on the lawn or turf after mowing operations.
- C. Special care shall be taken to prevent clippings and debris from being directed into irrigation canals, storm water detention areas, gutters, or storm sewer inlets.
- D. Perform mowing sequence as directed or as approved.
- E. Any suspected disease or insect problem shall be reported immediately to the City's Representative and treated by Contractor, at Contractor's expense.
- F. Do not mow wet ground when rutting can occur, unless otherwise approved. Contractor shall otherwise be responsible for correction of any damage at his/her own expense and shall immediately repair any such damage.
- G. Do not mow designated non-mow areas. Areas mowed without approval from the City will be the sole responsibility of the contractor.
- H. Uneven cuts, scalping, and varying heights of lawn areas will be considered unsatisfactory to City Standards.

Contractor will be given one written notice for each occurrence. If problem re-occurs, penalty for non-performance will be deducted accordingly, in order to offset the cost of the City to correct unsatisfactory work.

- A. Immediately remove debris ejected onto the roadway, sidewalks, ramps, driveways, parking lots, trails, or planting beds after each mowing.
- B. Hand-trim around fixed objects (i.e., trees, shrubs, irrigation valves, road signs, and telephone poles) within mowed area. Chemical edging is allowed around trees, large shrubs, backflow devices and fencing, but not along edges such as walks and curbs or sprinkler heads. Herbicides may be used to prevent plant growth in any cracks in sidewalks, trails, or within paved areas.
- C. Restore appurtenances damaged by mowing operations.

c. Mowing Types

- A. Strip Mowing. • Mow a strip of vegetation along edge of pavement or unpaved shoulder. • Mow to provide sight distance at horizontal curves, intersections, driveways, and ramps • Mow around appurtenances within the strip width. • Mow entire median right-of-way in drainage channels.
- B. Full-Width Mowing. Mow vegetation in the entire right of way, except for non-mow areas, as specified on plans.

- C. Spot Mowing. Work requests are made on a callout basis. Begin mowing designated areas within 48 hrs. of notification.

2. LITTER REMOVAL

- A. Description: Removal and disposal of litter. All litter and debris must be collected, removed, and disposed of properly from the project sites prior to each mowing cycle and then immediately following the actual mowing and trimming. This is to retrieve any litter missed at the first time and cut into smaller pieces by the mower. Litter includes matter not part of the highway, streets, or median facility, such as trash, garbage, scrap metals, paper, wood, plastic, glass products, animal remains, rubber products, tires, auto parts, furniture, mattresses, household appliances, and large bulky items.
- B. Materials: Furnish bags, containers, and labor.
- C. Equipment: Provide equipment and tools. Provide highly visible omni-directional amber flashing warning lights on work vehicles. Provide equipment that prevents the accumulated debris from being strewn along the roadway during transport.
- D. Work Methods: Remove bagged litter on the same day it is collected. Do not remove dead animals larger than 100 lb. or hazardous materials; instead notify the Parks & Recreation Department. Dispose of litter off the right-of-way in accordance with federal, state, and local regulations. Perform litter removal and disposal according to the following types.
- E. Litter: Remove and dispose of litter from the right of way, including medians, but excluding the traveled lanes and shoulders next to barriers, to the limits shown on the plans. The Cost of trash and debris pick-up is to be included in the line-item price.
- F. Special Conditions:
- All other mowing, edging, weed eating, and spraying is permitted.
 - Contractor shall advise the City by telephone, immediately upon discovery and in written form within 24 hours, of any obvious irrigation problems. This shall include but not limited to broken sprinkler heads, leaks, breaks, missing valve box covers, and dry spots. Any irregularities in lawn or landscape bed areas due to construction damage or auto accidents must also be immediately reported.
- G. Safety and Damage:
- If traffic or pedestrian levels are such that mowing the area will impede traffic or endanger the public in any way, work must cease until such time as those factors causing cessation of work have abated. If Contractor fails to cease work on his/her own judgement, the City shall have the right to halt the Contractor's work.
 - Contractor shall take adequate safety precautions. He/She shall coordinate all work with the City and shall place warning signs in accordance with the State of Texas Manual on Uniform Traffic Control Devices, where applicable.
 - Contractor will confine all operations to weekday, daylight hours, unless otherwise authorized by the City.

- Contractor shall exercise care so as to avoid damage to trees, shrubs, sprinklers, utilities and other amenities within the project site. Damage must be corrected or repaired by the Contractor at his/her expense or may be performed by the City and the costs for such repairs deducted from payment. All repairs must be completed within five (5) days from date of damage.
- Turf, trees, or shrubs that are damaged or killed due to Contractor's operations, negligence, or application of pesticides must be reported in writing and replaced at Contractor's expense.
- Contractor shall answer emergency or complaint calls within two (2) hours and corrective action shall be complete within eight (8) hours.

H. Site Conditions: Contractor shall become familiar with each site and location of all plant materials. He should know the location of all irrigation meters and valves so that irrigation systems can be turned off if and when damage occurs. The Contractor shall notify the City in writing at the beginning of the contract of any conditions that do not meet the intended standards of care as outlined in these specifications.

3. Insurance

Required Coverage. The Contractor shall, at all times during the term of this contract and extended terms thereof, provide and maintain the following types of insurance protecting the interests of the City of Bellmead and the Contractor with limits of liability not less than those specified below. Commercial General Liability insurance or its equivalent, listing City of Bellmead as an additional insured, providing limits of not less than \$500,000 for bodily injury and property damage per occurrence, consistent with potential exposure to City under the Texas Tort Claims Act. Coverage should include injury to or death of persons and property damage claims arising out of the services, construction, etc. provided with a general aggregate of \$1,000,000, and a product and completed operations aggregate of \$1,000,000. There shall not be any policy exclusions or limitations for the following as well: Contractual Liability covering Contractor's obligations herein Personal Injury Advertising Liability Medical Payments Fire Damage Legal Liability Broad Form Property Damage Liability for Independent Contractors.

- A. Automobile liability insurance policy with combined single limit of at least Five Hundred Thousand Dollars (\$500,000.00) per occurrence, consistent with potential exposure to City under the Texas Tort Claims Act.
- B. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
- C. A Five Hundred Thousand Dollar (\$500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of City consistent with potential exposure of City under the Texas Tort Claims Act;
- D. € Workers' Compensation and Employers' Liability- insurance is equivalent to State of Texas Workers' Compensation Statutory Limits, providing limits of not less than \$1,000,000 for each accident, each disease per employee \$1,000,000, and policy limit of no less than \$1,000,000. There shall not be any policy exclusions or limitations.

E. Certificates of Insurance. Before commencing execution of this contract, and within 7 calendar days from date of award of contract, the Contractor shall furnish original proof of insurance via Certificates of Insurance satisfactory to the City of Bellmead at the following address:

Attn: Karen Evans
City Hall | City of Bellmead
3015 Bellmead Drive
Bellmead, Texas 76705

4. Termination and Abandonment

Termination and Default: If the Contractor fails to perform under the terms of this agreement, the City will provide written notice to the Contractor. If such default is not remedied within ten (10) days, the City may terminate the agreement immediately for default and shall give the Contractor written notice of its termination. Such failure to perform includes, but is not limited to, failure to operate in a reasonable manner or during reasonable hours, failure to respond to requests to mow, failure to pick up litter and violations for the misuse of pesticides on the project. In the event of termination for default, the City shall have against the Contractor all remedies provided by law and equity.

I/We have read instructions to specifications. My/Our agreement conforms to all specifications, conditions, and instructions as outlined by CITY OF BELLMEAD.

Signing the Acknowledgment Form confirms that our company will enter into a binding agreement with CITY OF BELLMEAD for item(s) awarded to our company. I/We have read instructions to scope of service and specifications.

Company Name: _____

Date: _____

Signature: _____

Title: _____

City Approval:

City Manager: _____

City of Bellmead, Texas

Signature: _____

Date: _____



Bellmead Drive - Mowing Schedule

Location

Bellmead Drive in Bellmead, Texas consists of medians and sidewalks. The median has trees, sidewalks.

Scope Description

See attachment: A total of 6 small medians and 2 areas at the corner of Hogan and Maxfield, Bellmead Dr. & La Clede

Selected area locations of medians on Bellmead Drive.

Mow, edge or weed-eat around trees, cabling, signs, ramps, rails, sidewalks, access streets, and areas where needed. Trash and litter must be removed prior and after mows. Spray organic weeds killer as needed.

Every two weeks from April to September and once a month as needed up to six times.

Safety

All working crews must wear High-Visibility Yellow or Orange Reflective Personal Safety Vest. Ear and Safety eye wear is required. If possible, a vehicle identified with cones and flashing lights should be used.

Bid/Quote deadline is April 10th 10:00 a.m. Submit in person at City Hall or email [to hownens@bellmeadtx.gov](mailto:hownens@bellmeadtx.gov)



