

**From:** Rick Schroder  
**Sent:** Friday, October 28, 2022 4:12 PM  
**To:** Tyler Johnson <Tyler.Johnson1@brightview.com>  
**Cc:** Chad Norris <Chad.Norris@brightview.com>; Wizard Herrera <Wizard.Herrera@brightview.com>; Justin Jordan <Justin.Jordan@brightview.com>; Ross Ramey (LRamey) <Ross.Ramey@brightview.com>  
**Subject:** City of Johnson City

Tyler –

As you are aware, the City opened BrightView’s bid this afternoon. By my calculation, the total bid is \$154,655.70 w/o the additional trees that BrightView bid on a per tree basis. I have a few questions:

1. The bid document was amended from BrightView’s original submittal to include (see pages 22 – 25 of the bid document):
  - a. The removal of maintenance from the “pocket park” near the Science Mill because the National Park Service has agreed to continue its maintenance on that tract.
  - b. The addition of maintenance to the James Polk Johnson Cemetery across the street from 403 W. Pecan.
  - c. The addition of maintenance to the three (3) welcome signs to the North, South, and West of Johnson City.

Commented [RS1]: Removed.

Commented [RS2]: Cemetery maintenance added.

Commented [RS3]: Welcome signage maintenance added.

The maintenance portion of BrightView’s bid did not change, despite the amendments above. Does the \$40,922.67 take into account the amendments?

Commented [RS4]: Brightview has agreed to honor the same bid price.

2. The bid document also included payment and performance bond requirements for the following projects:
  - a. Irrigation Project - \$47,412.28
  - b. Memorial Park Project - \$39,190.74
  - c. Community Park Project - \$16,680.01

The payment and performance bonds would need to be in the total amount of \$103,283.03. Of course, the bonds would be released after the projects are completed. Does the \$103,283.03 take into account the bond requirements?

Commented [RS5]: Brightview has agreed to provide payment and performance bonds and honor the same bid price.

3. Based upon your answers to the aforementioned questions, the next step would be for BrightView to present contracts to the City for the following:
  - a. Irrigation Project;
  - b. Memorial Park Project;
  - c. Community Park Project;

- d. Tree Trimming Project; and
- e. Monthly Landscaping Maintenance.

Once received, the contracts would be reviewed by the City Attorney and, hopefully, presented to the City Council for approval on November 8, 2022.

Thank you! We look forward to working with you.

Best,



Rick A. Schroder  
Chief Administrative Officer  
303 E. Pecan Dr. (Physical) | P.O. Box 369 (Mailing) | Johnson City, Texas 78636  
(830) 868-7111, Ext. 8 | (830) 868-7718 (Fax) | [www.johnsoncitytx.org](http://www.johnsoncitytx.org)  
*Yesterday is not ours to recover, but tomorrow is ours to win or lose. - President LBJ*

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# City of Johnson City



## Request for Bid for Landscaping Services

Bids Due: Friday, Oct. 28, 2022 at 3 p.m.  
P.O. Box 369, Johnson City, Texas 78636  
(830)868-7111 (830)868-7718 fax

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### **RFB Exhibits**

Exhibit I           Municipal Park Facilities, Welcome Signage,  
                            and Municipal Rights-of-Way

### **RFB Attachments**

Attachment A           Respondent Questionnaire  
Attachment B           Proposer's Certification  
Attachment C           Statement of Business Responsibility  
Attachment D           Litigation Disclosure Form  
Attachment E           Insurance Requirements  
Attachment F           Indemnification Requirements  
Attachment G           Signature Page

\*    The words "vendor," "service provider," "contractor," "respondent," "proposer," and "firm" are used interchangeably in this RFB.

## **I. Background and Scope of Service**

The City of Johnson City, Texas ("City" or "Municipality" or "Municipal") is distributing this Request for Bid ("RFB") to evaluate potential Respondents who are interested in providing professional and qualified Irrigation, Landscape Improvement, Tree Trimming / Tree Replacement, and Landscape Maintenance Services within Municipal park facilities, welcome signage, and along Municipal rights-of-way (See Exhibit 1).

The intent of this RFB is to communicate the City's requirements and to provide Respondents with sufficient information to enable them to prepare responses. The City intends to select a service provider prior to November 30, 2022.

This RFB is not an offer to enter into a contract with respondents. Only the execution of a written contract will bind the City in accordance with the terms and conditions in such contract. This RFB represents the City's request to receive Bids from respondents that are interested in providing Irrigation, Landscape Improvement, Tree Trimming / Tree Replacement, and Landscape Maintenance Services within Municipal park facilities, welcome signage, and along Municipal rights-of-way.

This RFB does not commit the City to award a contract, to pay any costs incurred in the preparation of a Bid in response to this RFB, or to procure or contract services or supplies. The City reserves the right to accept or reject any or all Bids received pursuant to this RFB, to negotiate with one or all qualified vendors, or to cancel in part or in its entirety this RFB if it is in the best interest of the City to do so. The City may require the respondent(s) selected to participate in negotiations and to submit technical or other revisions of their Bid, as a result of any such negotiations. The City reserves the right to interview respondent(s) prior to awarding a contract. The lowest priced Bid will not necessarily be the one which is accepted.

The term of the contract shall be for a period not to exceed three (3) years, with an option to renew for two, one-year periods. The City shall pay the winning Respondent a fixed rate for all services, as outlined within Section II. The winning Respondent will be required to comply with Best Management Practices for its industry and all applicable City, State, and Federal laws and comply with all changes in City, State, and Federal laws within thirty (30) days after the change is made,

or sooner if required by law. Changes resulting in a significant financial impact to the contractor will be addressed by the City at the request of the respondent in the form of a change order or amendment to the contract, if determined by the City to be necessary.

No portion of this contract may be assigned or sublet by the winning Respondent without prior notification to and written authorization of the Chief Administrative Officer. If such permission is granted, the sub-contractor will be obligated for all charges as if the sub-contractor were a part of the winning Respondent's company. All required insurance and regulations will be kept in force for the duration of the sublet.

The City will waive any and all required Municipal permits and fees, if applicable.

#### **Scope of Service**

##### *Irrigation Services*

Irrigation Services shall include a pre-proposal inspection of all of the below irrigated areas and a proposal to repair, as necessary, all existing irrigation systems in order for each to perform as originally installed. All valve and controller boxes shall be repaired / replaced and made lockable to prevent future damage / manipulation.

<b>Irrigation System</b>	<b>Location</b>
Memorial Park*	105 E. Main St.
Community Park	620 N. Nugent Ave.
Community Park Walking Trail	Between Aquatic Center and E. Ash Dr.
Rainwater Collection System	620 N. Nugent Ave. (Near Pavilion)

\* See Memorial Park irrigation note under Landscape Improvement Services below.

##### *Landscape Improvement Services*

Landscape Improvement Services shall include a pre-proposal inspection and a proposal to rehabilitate and/or renovate all of the below landscaped areas in accordance with their respective designs:

Location	Scope of Work
Memorial Park 105 E. Main St.	<ul style="list-style-type: none"><li>• Chop limestone edging / transition.</li><li>• Decomposed granite walkways / open areas.</li><li>• Zoysia sod.</li><li>• Planting beds, native pollinator plants, and soil amendments.</li><li>• 2 additional spray zones for planting beds.</li></ul>

## Proposal for Extra Work at Johnson City Parks(Repairs Need for Johnson City Parks)

Property Name	Johnson City Parks(Repairs Need for Johnson City Parks)	Contact	Rick Schroder
Property Address	303 E. Pecan Drive P.O Box 369 Johnson City , TX 78636	To	Johnson City Parks
		Billing Address	303 E. Pecan Drive P.O Box 369 Johnson City , TX 78636

Project Name Johnson City Parks(Repairs Need for Johnson City Parks)

Project Description Johnson City Parks(Repairs Need for Johnson City Parks)

### Scope of Work

This is a Hard Cost Estimate for the repairs needed.

Adding the additional zones for the beds is Optional at Memorial Park

Please let us know if you have any questions and have your approval.

At this time we have a back logged on repairs on 2.5 weeks. If approved we will schedule them in for the 1st week in Aug 2022

QTY	UoM/Size	Material/Description	Unit Price	Total
48.00	EACH	nozzles	\$3.91	\$187.87
68.00	EACH	heads	\$7.21	\$490.28
45.00	EACH	PGP Rotors	\$25.75	\$1,158.75
54.00	EACH	6 x 1/2" swing joints	\$21.63	\$1,168.02
69.00	EACH	lateral line leaks	\$93.73	\$6,467.37
15.00	EACH	electrical valves	\$463.50	\$6,952.50
1.00	EACH	back flow	\$1,817.12	\$1,817.12
4.00	EACH	cut wires	\$175.10	\$700.40
20.00	EACH	Bubblers	\$21.63	\$432.60
90.00	HOUR	labor	\$87.55	\$7,879.50
38.00	EACH	14 x 19 x 12" PSPEC Valve Boxes (Optional on the lock valve boxes)	\$135.73	\$5,157.87
3.00	LUMP SUM	Instal 2 Spray Zones at Memorial Park for New Beds (Optional)	\$2,500.00	\$7,500.00
3.00	EACH	Controller at Memorial Park & Community Pool & Trail	\$2,500.00	\$7,500.00

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SO# 7842857  
JOB# 336800000  
Service Line 150

**Total Price** \$47,412.28

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This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President  
10122 Bradshaw Rd, Austin, TX 78747 ph. fax

















<b>Location</b>	<b>Scope of Work</b>
Community Park 620 N. Nugent Ave. (Between parking lot and skate park and adjacent to rainwater collection tank.)	<ul style="list-style-type: none"><li>• Site cleanup / prep.</li><li>• Chop limestone edging.</li><li>• Rework rock swale.</li><li>• Planting beds, native pollinator plants, and soil amendments.</li></ul>

## Proposal for Extra Work at Johnson City Memorial Park

Property Name	Johnson City Memorial Park	Contact	Rick Schroder
Property Address	303 E. Pecan Drive P.O Box 369 Johnson City , TX 78636	To	Johnson City Parks
		Billing Address	303 E. Pecan Drive P.O Box 369 Johnson City , TX 78636

Project Name            Johnson City Memorial Park  
Project Description    Johnson City Memorial Park Installation

### Scope of Work

Installation of listed materials as per attached designs.

QTY	UoM/Size	Material/Description	Unit Price	Total	
<b>Foundation</b>				<b>Subtotal</b>	<b>\$16,954.23</b>
185.00	FEET	4" Chop Limestone Installed as edging in new beds	\$13.54	\$2,505.27	
175.00	FEET	6" Chop Limestone Installed to support parking lot-park transition, step for access	\$45.56	\$7,973.35	
50.00	TON	Bulk Decomposed Granite - CUBIC YARD Rock/Gravel Installed	\$129.51	\$6,475.61	
<b>Turf</b>				<b>Subtotal</b>	<b>\$11,281.94</b>
5,700.00	SQUARE FEET	SF. Zoysia sod (> 50 sq.yd.) - Turf Installed	\$1.70	\$9,701.40	
15.00	CUBIC YARD	Landscape Mix - Amendment Installed	\$105.37	\$1,580.54	
<b>Plant Beds</b>				<b>Subtotal</b>	<b>\$10,954.57</b>
15.00	CUBIC YARD	Austin Soil Amendment - Amendment Installed	\$136.31	\$2,044.65	
120.00	BAG	Bagged TX Hardwood (2cy) - 2cf Mulch Installed	\$10.92	\$1,310.78	
3.00	EACH	Berberis trifoliata - Agarita 7 gal. Shrub/perennial Installed	\$99.34	\$298.02	
1.00	EACH	Callicarpa americana - American Beautyberry 7 gal. Shrub/perennial Installed	\$99.34	\$99.34	
5.00	EACH	Big Red Sage 5 gal. Shrub/perennial Installed	\$58.59	\$292.93	
20.00	EACH	Black Dahlia - 1 gal. perennial Installed	\$11.20	\$223.92	
3.00	EACH	Plumbago auriculata - Plumbago 5 gal. Shrub/perennial Installed	\$58.59	\$175.76	
7.00	EACH	Diets bicolor / Morea bicolor - Bicolor (African) Iris 5 gal. Shrub/perennial Installed	\$46.70	\$326.90	
20.00	EACH	Milkweed - 1 gal. perennial Installed	\$11.20	\$223.92	
5.00	EACH	Flame Acanthus 5 gal. Shrub/perennial Installed	\$58.59	\$292.93	
60.00	EACH	Frogfruit - 4" flat (20 ct) Groundcover Installed	\$45.07	\$2,704.37	
20.00	EACH	Prairie Verbena - 4" flat (20 ct) Groundcover Installed	\$45.07	\$901.46	
20.00	EACH	Greg's Mist Flower - 1 gal. perennial Installed	\$11.20	\$223.92	
7.00	EACH	Rhaphiolepis indica - Indian Hawthorne 5 gal. Shrub/perennial Installed	\$46.70	\$326.90	

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## Proposal for Extra Work at Johnson City Memorial Park

1.00	EACH	Kidneywood 5 gal. Shrub/perennial Installed	\$46.70	\$46.70
3.00	EACH	Lindheimer's Muhly 5 gal. Shrub/perennial Installed	\$46.70	\$140.10
20.00	EACH	Lyre Leaf Sage - 1 gal. perennial Installed	\$11.20	\$223.92
5.00	EACH	Mexican Sunflower - 1 gal. perennial Installed	\$11.20	\$55.98
5.00	EACH	Tropical Sage - 1 gal. perennial Installed	\$11.20	\$55.98
3.00	EACH	White Mist Flower 5 gal. Shrub/perennial Installed	\$46.70	\$140.10
1.00	EACH	Sophora secundiflora - Texas Mountain Laurel 30 gal. Tree Installed	\$475.02	\$475.02
3.00	EACH	Rosmarinus officinalis - Upright Rosemary 5 gal. Shrub/perennial Installed	\$58.59	\$175.76
5.00	EACH	Texas Lantana 1 gal. Shrub/perennial Installed	\$13.01	\$65.07
5.00	EACH	Wooly Butterfly Bush 1 gal. Shrub/perennial Installed	\$13.01	\$65.07
5.00	EACH	Turks Cap 1 gal. Shrub/perennial Installed	\$13.01	\$65.07

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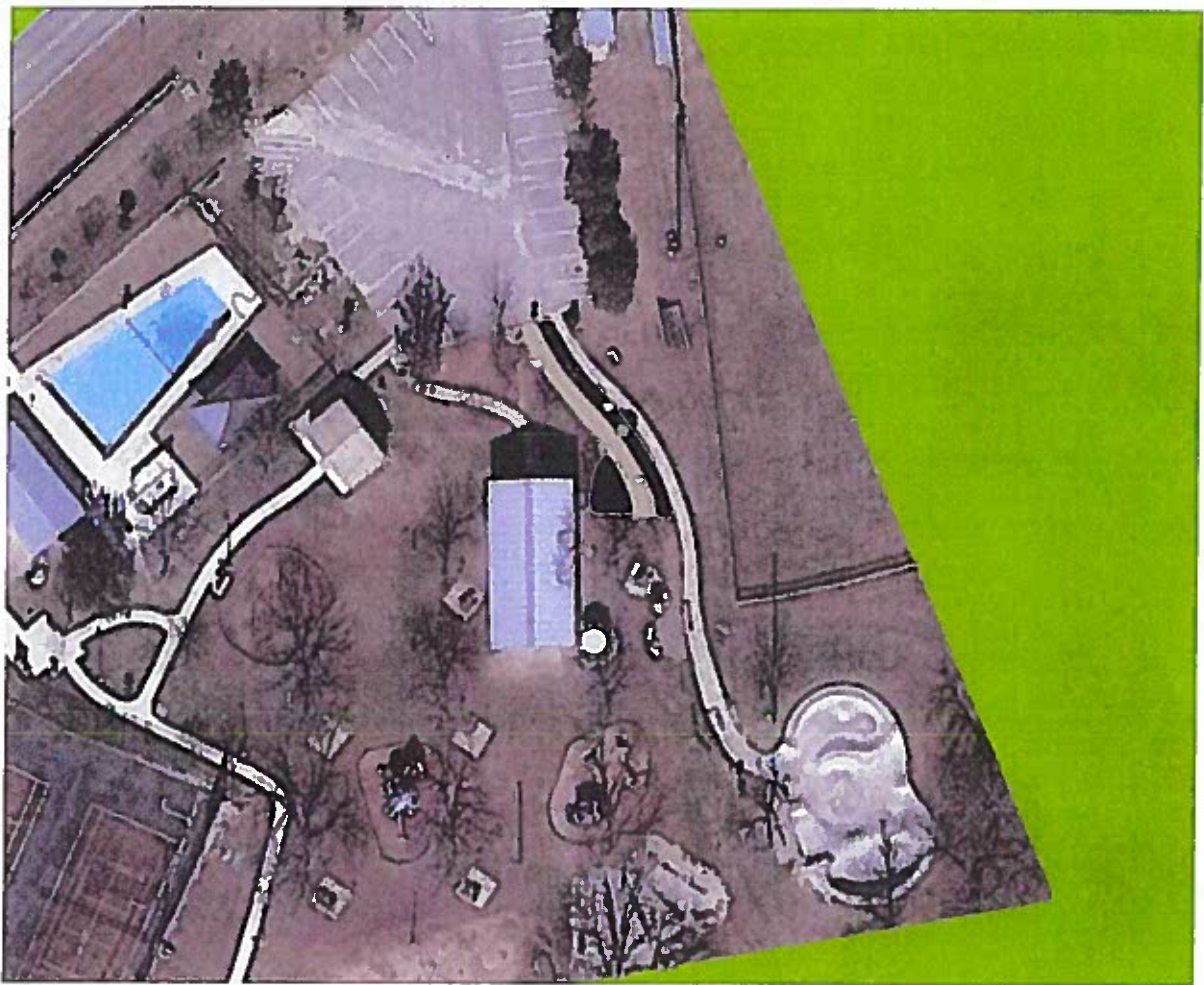
SO# 7868371  
JOB# 336800000  
Service Line 130

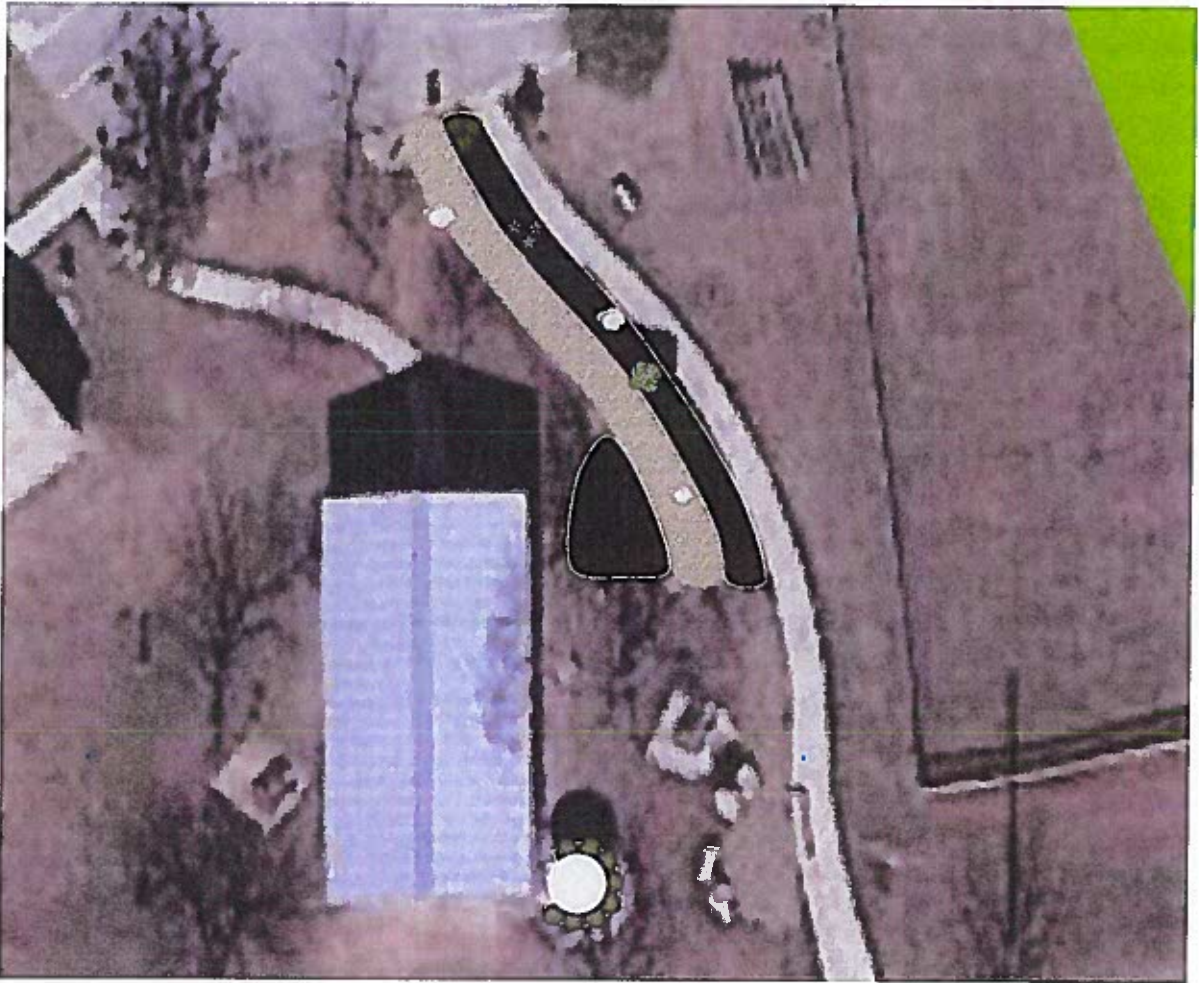
**Total Price** \$39,190.74

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10122 Bradshaw Rd, Austin, TX 78747 ph. fax







## Proposal for Extra Work at Johnson City Community Park

Property Name	Johnson City Community Park	Contact	Rick Schroder
Property Address	303 E. Pecan Drive P.O Box 369 Johnson City , TX 78636	To	Johnson City Parks
		Billing Address	303 E. Pecan Drive P.O Box 369 Johnson City , TX 78636

Project Name      Johnson City Community Park  
Project Description      Johnson City Community Park Installation

### Scope of Work

- Installation focused on areas included in attached design, we will be working around existing landscaping, sprinkling new plants in here and there.
- 4" Chop Limestone Edging installed to help define beds
- Rocks removed from swale, area regraded, weed fabric installed, new rocks installed to help add complexity to the swale
- Bed Installed around the perimeter of the water cistern
- Base pricing for tree installation included, 30 gal, 45 gal, and 60 gal, once we decide on a site plan this proposal will be adjusted to provide species and total count

Proposal does not include irrigation.

QTY	UoM/Size	Material/Description	Unit Price	Total	
<b>Foundation</b>				<b>Subtotal</b>	<b>\$10,265.87</b>
300.00	FEET	4" Chop Limestone Installed as edging in new beds	\$13.54	\$4,062.60	
5.00	TON	Bulk Rio Cobble Oversized (TONage) - CUBIC YARD Rock/Gravel Installed	\$222.29	\$1,111.47	
5.00	TON	Bulk Brazos 2-4" (TONage) - CUBIC YARD Rock/Gravel Installed	\$222.29	\$1,111.47	
3.00	TON	Bulk Limestone Boulders - TON Boulders Installed	\$332.25	\$996.76	
40.00	HOUR	Enhancement Crew for general cleanup	\$50.99	\$2,039.40	
1.00	FLAT	Rock Removal from swale, Installation of Weed Fabric	\$944.17	\$944.17	
<b>Plant Beds</b>				<b>Subtotal</b>	<b>\$4,243.55</b>
15.00	CUBIC YARD	Austin Soil Amendment - Amendment Installed	\$136.31	\$2,044.65	
80.00	BAG	Bagged TX Hardwood (2cy) - 2cf Mulch Installed	\$10.92	\$873.86	
3.00	EACH	Datura 7 gal. Shrub/perennial Installed	\$99.34	\$298.02	
1.00	EACH	Perry's Agave 7 gal. Shrub/perennial Installed	\$99.34	\$99.34	
5.00	EACH	Red Yucca 5 gal. Shrub/perennial Installed	\$58.59	\$292.93	
5.00	EACH	Black Dahlia - 1 gal. perennial Installed	\$11.20	\$55.98	

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July 14, 2022

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### Proposal for Extra Work at Johnson City Community Park

1.00	EACH	Kidneywood 5 gal. Shrub/perennial Installed	\$46.70	\$46.70
10.00	EACH	Rock Rose 5 gal. Shrub/perennial Installed	\$46.70	\$467.00
5.00	EACH	Turks Cap 1 gal. Shrub/perennial Installed	\$13.01	\$65.07
<b>Trees</b>				<b>Subtotal</b>
1.00	EACH	General Tree 30 gal. Tree Installed	\$475.02	\$475.02
1.00	EACH	General Tree 45 gal. Tree Installed	\$728.69	\$728.69
1.00	EACH	General Tree 60 gal. Tree Installed	\$966.88	\$966.88

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SO# 7869484  
JOB# 336800000  
Service Line 130

**Total Price** \$16,680.01

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*Tree Trimming / Tree Replacement Services*

Tree Trimming / Tree Replacement Services shall include a pre-proposal inspection and a proposal to remove dead limbs and ball moss from the following select trees or install new trees in accordance with the following:

Tree Trimming -

Proposed Price

Tree	Location	Proposed Price
Live Oak	City Hall, 303 E. Pecan Dr.	\$2,100.00
Live Oak	Fronting Johnson City Bank, 100 E. Pecan Dr.	\$2,500.00
Live Oak	Community Park Walking Trail (near pedestrian bridge), 620 N. Nugent Ave.	\$2,350.00
Live Oaks (Qty. 4)	Memorial Park (fronting US Hwy. 290 / Main St.), 105 E. Main St.	\$3,500.00

Tree Replacement -

The City anticipates replacing / planting approx. 25 dead or dying trees in the Community Park, along the Community Park Walking Trail, and within Memorial Park. Respondents shall provide an installed price per tree size below:

Tree	Installed Price
Native 30 Gallon Tree Installed	\$475.02
Native 45 Gallon Tree Installed	\$728.69
Native 60 Gallon Tree Installed	\$966.88

*Landscaping Services*

Landscaping Services shall include a pre-proposal inspection and the maintenance of all landscape material within Municipal park facilities, welcome signage, and along Municipal rights-of-way, as indicated in Exhibit 1, in accordance with the following chart:

### A Landscape Plan Designed for Your Property

Every property is different and thus has a unique set of maintenance needs. We evaluated the Johnson City Parks and took into consideration the issues you identified to create the maintenance plan below designed to keep your property looking its best year-round.

TURF	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	ANNUAL VISITS
Site Visits	●	●	●	●	●	●	●	●	●	●	●	●	42
Mow	●	●	●	●	●	●	●	●	●	●	●	●	42
Line Trim	●	●	●	●	●	●	●	●	●	●	●	●	42
Backpack blowing	●	●	●	●	●	●	●	●	●	●	●	●	42
Hard Edge	●	●	●	●	●	●	●	●	●	●	●	●	21
Turf Insecticide - Spot Treat	●	●	●	●	●	●	●	●	●	●	●	●	42
Fertilizer		●							●				2
Pre-emergent Weed control		●							●				2
Post-emergent Weed control		●						●	●				3
SHRUBS AND BEDS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	ANNUAL VISITS
Spray Roundup/Herbicide	●	●	●	●	●	●	●	●	●	●	●	●	42
Shear Shrubs - Maintenance Prune			●	●	●	●	●	●	●	●			8
Pre-emergent Weed Control		●											1
Fertilization		●											1
TREES	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	ANNUAL VISITS
Prune safety hazards to 8 ft.	●												1
Pre-Emergent Weed Control		●											1
MISCELLANEOUS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	ANNUAL VISITS
Curb/Gutter Weed Control	●	●	●	●	●	●	●	●	●	●	●	●	21
Waste / Debris Removal													Bid Upon Request
IRRIGATION	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	ANNUAL VISITS
Monthly Inspection	●	●	●	●	●	●	●	●	●	●	●	●	12
SEASONAL COLOR/ MULCH/ ROCK	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	ANNUAL VISITS
Seasonal Color Rotation													Bid Upon Request
Rock Replenishment													Bid Upon Request
Mulch			●				●						2

## Competitive Pricing That Fits Your Budget

We are committed to fulfilling the specific landscape needs of the Johnson City Parks while providing the service you expect at a price point that fits your budget. BrightView will provide the following competitive pricing:

### Johnson City Parks Maintenance

Base Management Monthly Price: \$ 3,410.22

Base Management Yearly Price: \$ 40,922.67

**Sales Tax Not Included**



TURF	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	ANNUAL VISITS
Site Visits	●	●	●	●	●	●	●	●	●	●	●	●	42
Mow	●	●	●	●	●	●	●	●	●	●	●	●	42
Line Trim	●	●	●	●	●	●	●	●	●	●	●	●	42
Backpack blowing	●	●	●	●	●	●	●	●	●	●	●	●	42
Hard Edge	●	●	●	●	●	●	●	●	●	●	●	●	21
Turf Insecticide - Spot Treat	●	●	●	●	●	●	●	●	●	●	●	●	42
Fertilizer		●							●				2
Pre-emergent Weed control		●							●				2
Post-emergent Weed control		●						●	●				3
SHRUBS AND BEDS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	ANNUAL VISITS
Spray Roundup/Herbicide	●	●	●	●	●	●	●	●	●	●	●	●	42
Shear Shrubs - Maintenance Prune			●	●	●	●	●	●	●	●			8
Pre-emergent Weed Control		●											1
Fertilization		●											1
TREES	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	ANNUAL VISITS
Prune safety hazards to 8 ft.	●												1
Pre-Emergent Weed Control		●											1
MISCELLANEOUS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	ANNUAL VISITS
Curb/Gutter Weed Control	●	●	●	●	●	●	●	●	●	●	●	●	21
Waste / Debris Removal													Bid Upon Request
IRRIGATION	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	ANNUAL VISITS
Monthly Inspection	●	●	●	●	●	●	●	●	●	●	●	●	12
SEASONAL COLOR/ MULCH/ ROCK	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	ANNUAL VISITS
Seasonal Color Rotation													Bid Upon Request
Rock Replenishment													Bid Upon Request
Mulch			●				●						2

## II. Qualifications

Contractors must demonstrate the resources, expertise and ability to complete the aforementioned activities. Previous involvement with similar projects will be an important factor in evaluating the qualifications of the Contractor.

## III. TERM OF CONTRACT

The term of the contract shall be for a period not to exceed three (3) years, with an option to renew for two, one-year periods. The City reserves the right to lower the term of the contract before contract execution.

## IV. PRE-SUBMITTAL CONFERENCE

A non-mandatory pre-submittal conference will be held for this RFB on Oct. 19, 2022 at 2 p.m. at Johnson City City Hall, 303 E.



Pecan Dr., Johnson City, TX 78636. Only written responses placed on the City website shall be official and all other forms of communication with any officer, employee, or agent of the City shall not be binding upon the City.

**V. BID REQUIREMENTS**

One (1) hard copy of the RFB response must be submitted. **Bids must be received by the City no later than 3:00 p.m. CST on Friday, Oct. 28, 2022 at City Hall.** Submittal should be in a sealed envelope labeled "Landscape RFB" with the name and address of the Respondent on the outside. The envelope will be time and date stamped and initialed by the City employee accepting the submitted envelope. Respondent will receive a receipt acknowledging acceptance by the City.

Respondent's Bid shall include the following items in the following order. The bid must be delivered bound together on or before the time and date specified above.

- A. RESPONDENT QUESTIONNAIRE: Complete and submit Section I. Scope of Service, and RFB Attachment A, Respondent Questionnaire.
- B. RESPONDENT CERTIFICATION: Complete and submit RFB Attachment B, Proposer's Certification.
- C. STATEMENT OF BUSINESS RESPONSIBILITY: Complete and submit RFB Attachment C, Statement of Business Responsibility.
- D. LITIGATION DISCLOSURE FORM: Complete and submit RFB Attachment D, Litigation Disclosure Form.
- E. INSURANCE REQUIREMENTS: Respondents shall submit a copy of their current insurance certificate(s) as RFB Attachment E, Insurance Requirements.
- F. INDEMNIFICATION REQUIREMENTS: Complete and submit RFB Attachment F, Indemnification Requirements.
- G. SIGNATURE PAGE: Complete, sign, and submit RFB Attachment G, Signature Page.

Respondent is expected to examine this RFB carefully, understand the terms and conditions for providing the services listed herein, and respond completely. **FAILURE TO COMPLETE AND PROVIDE ANY OF THESE DOCUMENTS MAY RESULT IN THE RESPONDENT'S BID BEING**

**DEEMED NON-RESPONSIVE AND, THEREFORE, DISQUALIFIED FROM CONSIDERATION.**

**VI. AMENDMENTS TO RFB**

Changes, amendments, or addenda to this RFB may be posted on the City's website at <http://www.johnsoncitytx.org> under "Public Bidding Notices." It is Respondent's responsibility to review this site and ascertain whether any amendments have been issued or posted prior to submission of a Bid. A Respondent who does not have access to the Internet must notify the City that the Respondent wishes to receive copies of amendments / addenda to this RFB by mail or fax.

**VII. SUBMISSION OF BIDS**

- A. Respondents shall submit one (1) original copy, signed in ink, of the Bid clearly marked on the front of the package "Landscape RFB."
- B. All Bids must be received by the Chief Administrative Officer no later than 3:00 p.m., Central Time, on Friday, Oct. 28, 2022 at the address below. Any Bid received after this time shall not be considered. Respondents should note that delivery to the P.O. Box address in a timely manner does not guarantee its receipt by the Chief Administrative Officer by the deadline for submission. Therefore, Respondents should strive for early submission to avoid the possibility of rejection for late arrival.

Physical Address: Chief Administrative Officer  
City of Johnson City, Texas  
303 E. Pecan Dr.  
Johnson City, Texas 78636

Mailing Address: Chief Administrative Officer  
City of Johnson City, Texas  
P.O. Box 369  
Johnson City, Texas 78636

**Bids sent by facsimile or email will not be accepted.**

- C. All provisions in Respondent's Bid, including any estimated or projected costs, shall remain valid for one hundred twenty (120) days following the deadline date for submissions or, if a Bid is accepted, throughout the entire term of the contract.

- D. All Bids shall become the property of the City upon receipt and will not be returned. Any information deemed to be confidential by Respondent should be clearly noted on the page(s) where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by Respondent may not be considered confidential under Texas law, or pursuant to a Court order.
- E. Any cost or expense incurred by the Respondent that is associated with the preparation of the Bid or during any phase of the selection process shall be borne solely by Respondent.

#### **VIII. EVALUATION CRITERIA**

The City will conduct a comprehensive, fair, and impartial evaluation of all Bids received in response to this RFB. Each Bid will be analyzed to determine overall responsiveness and qualifications under the RFB.

If the City elects to conduct interviews, Respondents may be interviewed and re-evaluated based upon these same criteria. The City may also request additional information from Respondents at any time prior to final approval of a selected Respondent. The City reserves the right to select one, or more, or none of the Respondents to provide services.

Bids should be organized to clearly address the criteria listed below, all of which will be used to evaluate each submittal:

1. Firm experience.
2. Technical competence.
3. Capability to perform.
4. Past performance of the firm's team and members of the team.
5. Firm reputation.
6. Quality of firm's goods or services.
7. Firm's past relationship, if any, with the City.
8. Firm experience with public-sector clients.
9. Understanding of the functional and operational requirements of Landscaping Services.
10. Current workload and staff size.
11. Positive responses of references.
12. Explanation of service capabilities and response time.

**IX. AWARD OF CONTRACT AND RESERVATION OF RIGHTS**

- A. City reserves the right to award one, more than one, or no contract(s) in response to this RFB.
- B. The Contract, if awarded, will be awarded to the Respondent(s) whose Bid(s) is deemed most advantageous to City.
- C. City may accept any Bid(s) in whole or in part. If subsequent negotiations are conducted, they shall not constitute a rejection of or alternate RFB on the part of City.
- D. City reserves the right to accept one or more Bid(s) or reject any or all Bid(s) received in response to this RFB and to waive informalities and irregularities in the Bid(s) received. City also reserves the right to terminate this RFB and reissue a subsequent solicitation and/or remedy technical errors in the RFB process.
- E. No work shall commence until City signs the contract document(s) and Respondent(s) provide(s) the necessary evidence of insurance, as required in this RFB and the Contract. In the event the parties cannot negotiate and execute a contract within the time specified, City reserves the right to terminate negotiations with the winning Respondent(s) and commence negotiations with another Respondent(s).
- F. This RFB does not commit City to enter into a Contract, award any services related to this RFB, nor does it obligate City to pay any costs incurred in preparation or submission of a Bid or in anticipation of a contract.
- G. If selected, Respondent will be required to comply with the Insurance and Indemnity Requirements established herein.
- H. Independent Contractor. Respondent agrees and understands that, if selected, it and all persons designated by it to provide services in connection with a contract, is (are) and shall be deemed to be an independent contractor(s), responsible for its (their) respective acts or omissions, and that City shall in no way be responsible for Respondent's actions and that none of the parties hereto

will have authority to bind the others or to hold out to third parties that it has such authority.

- J. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with a City, shall file a completed conflict of interest questionnaire with the City Secretary not later than the 7th business day after the date the person: (1) begins contract discussions or negotiations with the City; or (2) submits to the City an application, response to a request for Bids or bids, correspondence, or another writing related to a potential agreement with the City. The conflict of interest questionnaire form is available from the Texas Ethics Commission at <http://www.ethics.state.tx.us/forms/CIQ.pdf>. Completed conflict of interest questionnaires may be mailed or delivered by hand to the Office of the City Secretary. If mailing a completed conflict of interest questionnaire, mail to: Office of the City Secretary, P.O. Box 369, Johnson City, TX 78636. If delivering a completed conflict of interest questionnaire, deliver to: Office of the City Secretary, 303 E. Pecan Dr., Johnson City, Texas 78636. Respondent should consult its own legal advisor for answers to questions regarding the statute or form.

#### **X. SCHEDULE OF EVENTS**

The following is a list of projected dates / times with respect to this RFB:

##### **Non-Mandatory Pre-Submittal Conference**

Wednesday, Oct. 19, 2022, 2:00 p.m.

##### **Final Questions Accepted**

Wednesday, Oct. 26, 2022, 4:00 p.m.

##### **Bids Due**

Friday, Oct. 28, 2022, 3:00 p.m.

#### **XI. PERFORMANCE AND PAYMENT BONDS**

The Government Code mandates that a city contracting for public work in excess of \$50,000 shall require its contractor to execute a payment bond solely for the protection of beneficiaries who supply materials or labor to the public works

project and have a direct contractual relationship with the contractor.

The Government Code also mandates that a city contracting for public work in excess of \$100,000 shall require its contractor to execute a performance bond solely for the protection of the city. The performance bond protects the city in the event of a contractor default and/or termination.

Both the payment and performance bonds must be written for the total contract value and should be executed by a corporate surety in accordance with the Insurance Code prior to commencement of the work.

In addition to the insurance requirements below, the City will require the submittal of performance and payment bonds for the total contract value associated with the aforementioned Irrigation and Landscape Improvement Services.

**RFB EXHIBIT ONE**  
Municipal Park Facilities,  
Welcome Signage, and Municipal Rights-of-Way

**Community Park and Walking Trail:**

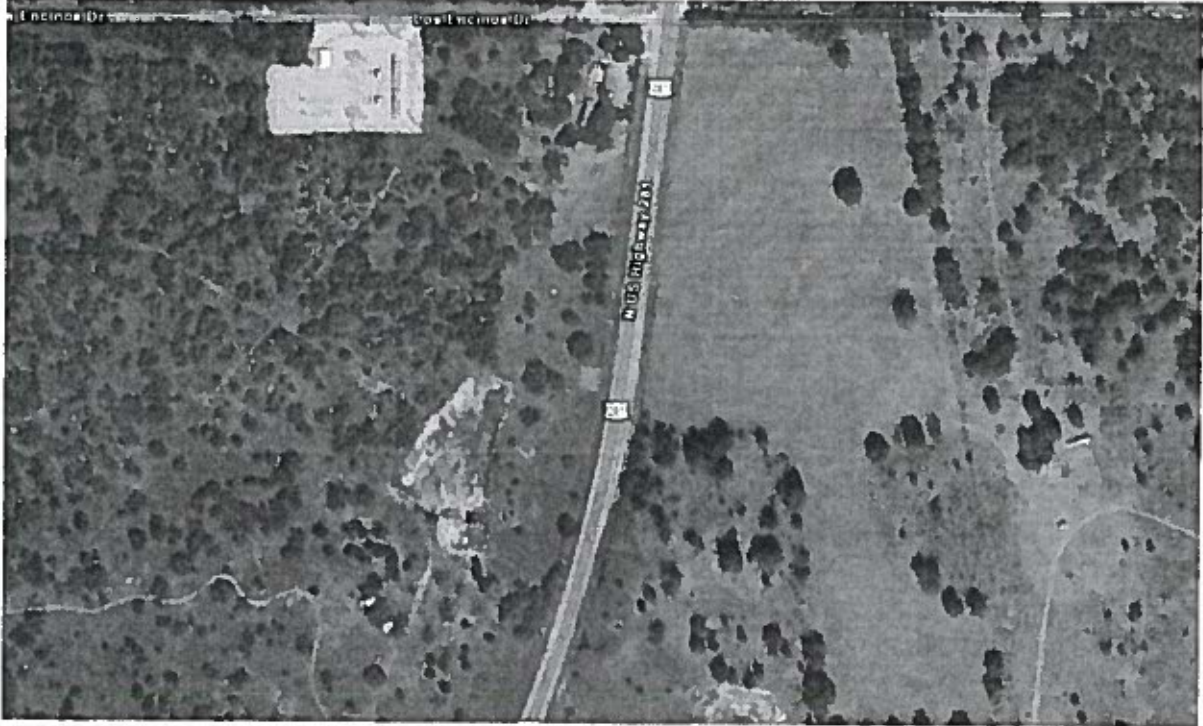


Walking Trail, Memorial Park, Pocket Park (near Science Mill),  
and James Polk Johnson Cemetery:





**Welcome Signage (North):**



**Welcome Signage (South):**



**Welcome Signage (West):**



**RFB ATTACHMENT A  
RESPONDENT QUESTIONNAIRE**

**PART A - GENERAL INFORMATION**

**Respondent Information:** Please provide the following information regarding the Respondent and any Co-Respondents.

NOTE: Co-Respondents are two or more Respondents proposing as a team or joint venture with each signing the contract, if awarded. Sub-contractors are not considered Co-respondents and should not be identified here.

Respondent Name: **BrightView Landscape Services, Inc**  
Principal Address: **10122 Bradshaw Rd**  
City: **Austin** State: **TX** Zip Code: **78748**  
Telephone No.: **512-568-4610** Fax No.:  
Social Security Number or Federal Employer Identification Number: **75-1244461**  
Texas Comptroller's Taxpayer Number, if applicable:  
Business Structure: Circle the business structure of the Respondent.

*Individual or Sole Proprietorship.* If circled, list Assumed Name, if any:

*Partnership*

*Corporation* If circled, circle one:

*For-Profit*  *Nonprofit*

Circle one:

*Domestic*  *Foreign*

*Other* If circled, list business structure:

Printed Name of Contract Signatory: **Ben Strickland**  
Title: **Vice President General Manager**

**Contact Information:** List the one person who the City may contact concerning your Bid or setting dates for meetings.

Name: **Tyler Johnson**  
Address: **10122 Bradshaw Rd**  
City: **Austin** State: **TX** Zip Code: **78748**

Telephone No.: 512-568-4610 Fax No.: n/a  
Email: Tyler.Johnson1@brightview.com

Does Respondent anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months?

Yes  No If "Yes", will that change have a direct affect on this contract:

Is Respondent authorized and/or licensed to do business in Texas?

Yes No If "Yes", list authorizations/licenses:

Where is the Respondent's corporate headquarters located?: Austin Texas

Local Operation: Does the Respondent have an office located in or near Johnson City, Texas?

Yes No If "Yes", respond to a and b below:

a. How long has the Respondent conducted business from its local office?

Years 3 Months \_\_\_\_\_

b. State the number of full-time employees at the local office. 150

Debarment/Suspension Information: Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity or municipality?

Yes  No If "Yes", identify the public entity or municipality and the name and current phone number of a representative of the public entity or municipality familiar with the debarment or suspension. State the reason for or circumstances surrounding the debarment or suspension, including, but not limited to, the period of time for such debarment or suspension.

Surety Information: Has the Respondent ever had a bond or surety canceled or forfeited?

Yes  No If "Yes", state the name of the bonding / surety company, date, amount of bond or surety, and the reason(s) for such cancellation or forfeiture.

**Bankruptcy Information:** Has the Respondent ever been declared bankrupt or filed for protection from creditors under State or Federal proceedings?

Yes  No  If "Yes", state the date, court, jurisdiction, cause number, amount of liabilities, final disposition, and amount of assets.

Provide any other names under which Respondent has operated within the last 10 years, and, if applicable, list all states in which the organization currently operates.

**PART B - OPERATIONAL REFERENCES**

Reference No. 1:

Name: Sandy Holder  
Title: Public Works Technician  
Firm: City of Bastrop  
Address: 300 Water St, Bastrop TX 78602  
Telephone No.: 512-332-8920  
Email: sholder@cityofbastrop.org  
Nature of Association: Municipal

Reference No. 2:

Name: Javier Delgado  
Title: Project Coordinator  
Firm: City of Austin Housing & Planning Dept  
Address: 1000 E 11th Street Suite 200 Austin Texas 78702  
Telephone No.: 512-974-3154  
Email: javier.delgado@austintexas.gov  
Nature of Association: Municipal

Reference No. 3:

Name: Amber Lewis  
Title: Assistant City Manager  
Firm: City of Kyle  
Address: 100 W Center St Kyle Texas 78640  
Telephone No.: 512-262-3924  
Email: alewis@cityofkyle.com  
Nature of Association: Municipal



## **PART C - EXPERIENCE, BACKGROUND, AND QUALIFICATIONS**

Prepare and submit narrative responses to provide answers for the following items. If Respondent is proposing as a team or joint venture, provide the same information for each member of the team or joint venture.

1. Describe Respondent's qualifications and experience for providing Landscaping and Landscape Maintenance Services contemplated by this RFB. Include the following in your response:
  - a. Number of years engaged in providing services. Respondent must show evidence of continuous operation in the landscape and landscape maintenance business for at least three years.
  - b. Number of entities, businesses, or municipalities being served at the time of this submittal.
  - c. List relevant operation and management experience for entities, businesses, or municipalities of similar size and scope by including the following:
    - i. Name and location/address for each;
    - ii. Service offered;
    - iii. Average annual volume; and
    - iv. Length of time and reason(s) for leaving or closing business, if applicable.
  - d. Key Management Personnel. Provide name and describe experience of key management personnel to be assigned and actively involved in the management and operation of the proposed Landscape and Landscape Maintenance Services. Include brief resumes for each, listing relevant experience, licenses, certifications, associations, specialized training, etc.
  - e. If Respondent is proposing as a team or joint venture, describe the rationale for selecting the team and the extent to which the team members or joint venturers have worked together in the past.
  - f. Provide a complete list of Landscaping Service equipment, including manufacturer and equipment age.

- g. Additional Information. Identify any additional skills, experiences, qualifications, and/or other relevant information about the Respondent's qualifications.

**PART D - PROPOSED PLAN**

Prepare and submit the following items.

1. Maintenance Plan. Describe Plan to ensure maintenance of Landscaping Service equipment throughout term of the contract.
2. Additional Information. Provide any additional plans and/or relevant information about Respondent's approach to providing the required services (i.e. size of crew or number of personnel, if any, to be assigned exclusively to the City of Johnson City for completion of the work on a continues or rotating basis, preliminary proposal of schedule of work to be completed on a regular basis, handling of schedule adjustments due to inclement weather or equipment problems, and any other information for consideration.)

**Legal Name:** BrightView Landscape

**Date:** October 26, 2022

**Location of office providing services:** 10122 Bradshaw Road Austin Texas 78747

**BrightView Proposal Point of Contact:** Tyler Johnson, 512-568-4610,  
[tyler.johnson1@brightview.com](mailto:tyler.johnson1@brightview.com)

**Part C/D Answers**

1. BrightView is pleased to submit a professional landscape proposal for the City of Johnson City Community. Having been in business since 1939 and serving 260 clients out of our Austin South Branch we believe we are the best qualified proposer. We understand how iconic the landscape is for a municipality. We currently provide full landscape services for the City of Austin (\$1,000,000), City of Bastrop (\$260,00.00), and City of Kyle (\$250,000.00) and have for greater than a year. This privilege has given us extensive experience working with municipalities in Texas. It would be our honor to maintain Johnson City's parks and keep them looking stunning all year around. Our access to national resources, abilities to continually maintain manpower, and depth of landscape knowledge truly differentiate us from our competition. For example, during the last freeze in Texas we were able to draw on our northern states resources to provide ice and snow removal for our clients that stayed operating during the unexpected snow event. We also offer all our full-time employees (including crew members) a full benefits package (Health, Dental, Vision, 401K), and on-going equipment training because we value their daily dedication and hard work. This model allows for growth within BrightView and in turn helps to keep turnover low which allows for more consistent and quality performance for municipal clients. Furthermore, BrightView has worked diligently to assemble a team with a wealth of landscape knowledge and experience. We have an educated irrigation team, in-house arborist team, an experienced turf chemical team, and 100+ combined years of landscape experience. We're confident we will provide quality work for the scope requested at an affordable price for the Johnson City



## Key Personnel, Organization Chart



**Chad Norris**

*Branch Manager*

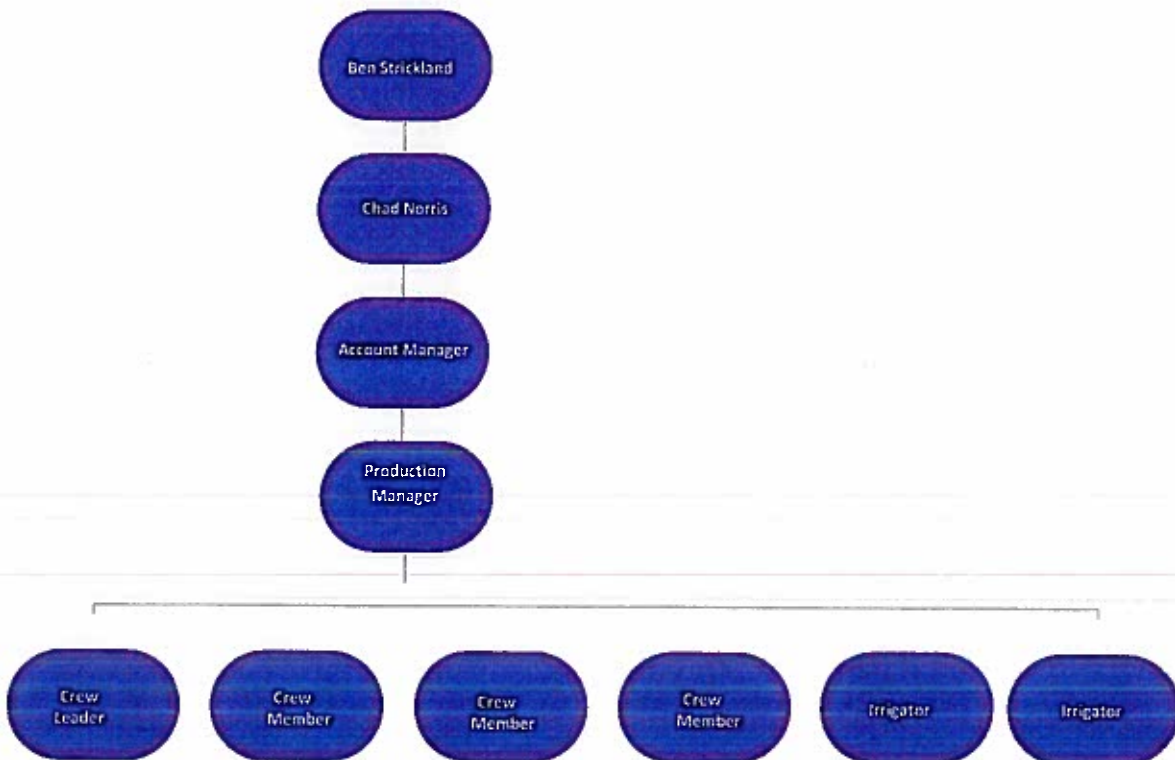
Chad has worked in the landscape industry 15+ years, and has been with BrightView since its formation in 2014. He started off as a crew member 15 years ago, and through his dedication, expertise, and hard work has rightfully earned his current role now. Chad manages the day to day operations for BrightView's Austin South Branch, and his decade+ of experience is vital to



**Wizard Herrera**

*Irrigation Manager*

Wizard has been working as a licensed irrigator for 27+ years now. He has been with BrightView since it's beginning. Wizard brings to the table an unmatched knowledge to the BrightView Irrigation team and more importantly the clients he works with. Wizard has a true passion for his work. He enjoys troubleshooting and problem solving systems. His wealth of experience working with a wide variety of irrigation systems and equipment, including 2 wire, conventional drip, pumps, hydraulic, nodes, and satellite controllers make him an invaluable asset to any irrigation system.



## Equipment List

Equipment	Quantity
60 in Mower	37
72 in Mower	4
54 in Mower	3
Z Spayer	7
Push Mowers	24
Line Trimmers	>60
Edging Equipment	>60
Blowers	>60

RFB ATTACHMENT B

Proposer's Certification

I have carefully examined this RFB and any other documents accompanying or made part of this RFB.

I agree to abide by all conditions of this RFB.

I certify that all of the information contained in this RFB is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this RFB on behalf of the Respondent and that the Respondent is ready, willing, and able to perform the required work, if awarded the contract.

I further certify that this Bid is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm, or corporation submitting Bids for the same product or service. Further, I certify that no officer, employee, or agent of the City of Johnson City or any other proposer interested in said Bid has been lobbied. Moreover, the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

*Taj*

---

Signature  
BrightView Landscape Services, Inc

---

Printed Name of Business  
Tyler Johnson Business Developer

---

Printed Name & Title  
10122 Bradshaw Rd

---

Address  
Austin Texas 78748

---

City / State / Zip Code  
512-568-4610 Tyler.Johnson1@brightview.com

---

Phone E-Mail

**RFB ATTACHMENT C**  
**Statement of Business Responsibility**

Name of Business: BrightView Landscape Services, Inc  
Business Address: 10122 Bradshaw Rd Austin Texas 78748  
Business Phone: 512-568-4610 E-mail: Tyler.Johnson1@brightview.com  
Contact Name: Tyler Johnson

Business Classification (check all that apply):  
 Individual  Corporation  Partnership

Name of Owner:  
Federal ID / Social Security Number: 751244461

Does firm have insurance as specified below: Yes:  No:   
If no, describe differences. The following insurance must be in place before entering into a contract with the City.

1. Worker's Compensation - Statutory requirements and benefits.
2. General Liability - \$500,000 per occurrence and \$1,000,000 general aggregate.
3. Automobile Liability - \$1,000,000 liability combined single limit.

Broker Name: Aon Business Services  
Broker Phone / E-Mail: arturo.escobedo@aon.com

Are claims pending against the insurance policies?  
Yes:  No:

During the last five years, have you been subject to bond forfeiture, litigation, or claims above 10% of the project value? If yes, please attach an explanation.

Yes:  No:

Has firm been in bankruptcy, reorganization, or receivership in the last 5 years?

Yes:  No:

Has firm been disqualified by any public agency from public contracts?

Yes:  No:

Has firm operated at least three years without interruption?

Yes:  No:

Is there any potential conflict of interest:

If yes, please explain. Please submit Conflict of Interest form.

Yes:  No:

**RFB ATTACHMENT D**

**LITIGATION DISCLOSURE FORM**

Respond to each of the questions below by circling the appropriate response. Failure to fully and truthfully disclose the information required by this Litigation Disclosure form will result in the disqualification of your Bid from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this work been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Yes

No

2. Have you or any member of your Firm or Team to be assigned to this work been terminated (for cause or otherwise) from any work being performed for the City of Johnson City or any other Federal, State or Local Government, or Private Entity?

Yes

No

3. Have you or any member of your Firm or Team to be assigned to this work been involved in any claim or litigation against the City of Johnson City or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

Yes

No

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, correctly labeled and attached to this form before submitting your Bid.

**RFB ATTACHMENT E**

**INSURANCE REQUIREMENTS**

If selected to provide the services described in this RFB, Respondent shall be required to comply with the insurance requirements set forth below:

**INSURANCE**

A) Prior to the execution of a contract resulting from this RFB and before the commencement of any work under this contract, Respondent shall furnish copies of all required endorsements and an original completed Certificate(s) of Insurance to the City, which shall be clearly labeled "Landscaping Maintenance" in the Description of Operations block of the Certificate. The original Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept Memorandum of Insurance or Binders as proof of insurance. The original certificate(s) or form must have the agent's original signature, including the signer's company affiliation, title and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City. No officer or employee, other than the Chief Administrative Officer, shall have authority to waive this requirement.

B) The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification(s) to the insurance coverage whereupon City may incur increased risk.

C) ~~A Respondent's financial integrity is of interest to the City; therefore, subject to Respondent's right to maintain reasonable deductibles in such amounts as are approved by the City, Respondent shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Respondent's sole expense, insurance coverage written on an occurrence basis, by companies authorized and licensed to do business in the State of Texas and with an A.M. Best's rating~~

of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

1. Worker's Compensation - Statutory requirements and benefits.
2. General Liability - \$500,000 per occurrence and \$1,000,000 general aggregate.
3. Automobile Liability - \$1,000,000 liability combined single limit.



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
10/12/2022

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).

<b>PRODUCER</b> Aon Risk Services Central, Inc. Philadelphia PA Office 100 North 18th Street 15th Floor Philadelphia PA 19103 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): (800) 363-0105	
	<b>E-MAIL ADDRESS:</b>	
<b>INSURED</b> BrightView Landscape Services, Inc. dba WLE Location#333680 (Maintenance) 10122 Bradshaw Rd. Austin TX 78747 USA	<b>INSURER(S) AFFORDING COVERAGE</b>	
	INSURER A: ACE American Insurance Company	22667
	INSURER B: American Guarantee & Liability Ins Co	26247
	INSURER C:	
	INSURER D:	
	INSURER E:	

Holder Identifier :

**COVERAGES**      **CERTIFICATE NUMBER: 570096064163**      **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.      **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO. JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER			XSLG47318397 SIR applies per policy terms & conditions	10/01/2022	10/01/2023	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$2,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS COMP/OP AGG \$5,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			ISA H1071333A	10/01/2022	10/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			AUC508596818	10/01/2022	10/01/2023	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WLRC50687302 WC - AOS SCFC50687405 WC - WI	10/01/2022	10/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE-EA EMPLOYEE \$2,000,000 E.L. DISEASE-POLICY LIMIT \$2,000,000

Certificate No : 570096064163

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

**CERTIFICATE HOLDER****CANCELLATION**

BrightView Landscape Services, Inc. 10122 Bradshaw Rd Austin TX 78747 USA	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  <i>Aon Risk Services Central, Inc.</i>



**RFB ATTACHMENT F**  
**INDEMNIFICATION REQUIREMENTS**

If selected to provide the services described in this RFB, Respondent shall be required to comply with the indemnification requirements set forth below:

**INDEMNIFICATION**

RESPONDENT covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, CITY and its elected officials, employees, officers, directors, volunteers and representatives, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon CITY directly or indirectly arising out of, resulting from or related to RESPONDENT'S activities under this Agreement, including any acts or omissions of RESPONDENT, any agent, officer, director, representative, employee, consultant or subcontractor of RESPONDENT, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT RESPONDENT AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. RESPONDENT shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or RESPONDENT known to RESPONDENT related to or arising out of RESPONDENT's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at RESPONDENT's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving RESPONDENT of any of its obligations under this paragraph.

**RFB ATTACHMENT G**

**SIGNATURE PAGE**

The undersigned certifies that he/she is authorized to submit this Bid on behalf of the Respondent named below:

Respondent Entity Name : BrightView Landscape Services, Inc

Signature:

*Taj*

Printed Name: Tyler Johnson

Title: Business Developer

(NOTE: If Bid is submitted by Co-Respondents, an authorized signature from a representative of each Co-Respondent is required. Add additional signature blocks as required.)

Co-Respondent Entity Name:

Signature:

Printed Name:

Title:

By signature(s) above, Respondent(s) agrees to the following:

1. If Respondent is a corporation, Respondent will be required to provide a certified copy of the resolution evidencing authority to enter into the contract, if other than an officer will be signing the contract. Corporate seal shall be affixed.
2. If awarded a contract as a result of this RFB, Respondent will be able and willing to comply with the insurance and indemnification requirements set forth in RFB Attachments E & F.
3. If awarded a contract as a result of this RFB, Respondent will be able and willing to comply with all representations made by Respondent in Respondent's Bid and during the Bid process.
4. Respondent has fully and truthfully submitted a Litigation Disclosure form, RFB Attachment D, with the understanding that failure to disclose the required information may result in disqualification of Bid from consideration.

5. Respondent agrees to fully and truthfully submit Respondent Questionnaire, Proposer's Certification, and Statement of Business Responsibility forms (RFB Attachments A, B, and C) and understands that failure to fully disclose requested information may result in disqualification of Bid from consideration or termination of contract, once awarded.



## LANDSCAPE SERVICES AGREEMENT

**Date:** November 2, 2022

**BrightView:** BrightView Landscape Services, Inc.

**Client:** City of Johnson City

**Contract Start Date:** December 1, 2022

**Contract End Date:** November 30, 2023

**Service Fee\*:** \$40,922.67

\*Plus sales tax where applicable

THIS LANDSCAPE SERVICES AGREEMENT (this "Agreement") is entered into as of the Date above between BrightView and Client. If Client is not the record owner of each property where BrightView will deliver goods or perform services under this Agreement, then Client is executing this Agreement on its own behalf and as a duly authorized agent for the record owner(s) of each property.

NOW, THEREFORE, Client and BrightView mutually agree to the following terms and conditions:

**1. Services.**

(a) For purposes of this Agreement: (i) the "Services" consist of the landscape maintenance, construction, irrigation, and/or other general landscape services described in the "Scope of Landscape Services" attached hereto, together with delivery or installation of any associated goods and materials, and (ii) the "Landscape Site(s)" consist of the exterior landscaped areas for each of the site(s) identified in the attached Scope of Landscape Services, where Services will be furnished by BrightView in accordance with the Scope of Landscape Services. More than one Scope of Landscape Services may be attached hereto, in the event of multiple Landscape Sites.

(b) During the Term (as defined in Section 2. Term), BrightView shall furnish the Services or arrange for the Services to be furnished in accordance with applicable professional horticulture standards and any local requirements or regulations in effect, using appropriately trained, uniformed, and supervised personnel, and properly maintained equipment.

(c) All tools, equipment, surplus materials, landscape waste materials and rubbish will be removed from each Landscape Site after Services are completed.

(d) Any regulated substances required to be applied as part of the Services shall be applied in accordance with applicable laws and regulations by properly licensed personnel and BrightView shall not be held liable for the use of such substances if properly applied in accordance with applicable laws and regulations. Other materials shall be applied in accordance with the manufacturer's directions.

**2. Term.** The "Initial Term" of this Agreement shall begin on the Contract Start Date and conclude on the Contract End Date. Thereafter, this Agreement shall renew automatically for successive one-year periods (each, a "Renewal Term") on each anniversary of the Contract Start Date of the Initial Term (each, an "Anniversary Date"), unless either party gives written notice to the other party of its

intent not to renew at least 90 days prior to the next Anniversary Date. The Initial Term, together with any Renewal Term, comprises the "Term".

**3. Work Orders.** If Client requests services from BrightView that are not set forth on the Scope of Landscape Services or at a worksite for which there is no attached Scope of Landscape Services, then BrightView may elect in its sole discretion to furnish such additional services and any related goods and materials pursuant to a written work authorization signed by Client (each signed written work authorization, a "Work Order"). For services, goods, or materials furnished pursuant to a Work Order, payment shall be due from Client to BrightView as specified by such Work Order or, if unspecified in such Work Order, then upon delivery of the services, goods, and materials identified in the Work Order (the "Work Order Charges").

**4. Insurance.** During the Term, BrightView will maintain general liability insurance, automobile liability insurance, and workers' compensation insurance covering its activities in connection with the Services and any Work Order. Such insurance shall be in commercially reasonable amounts. Evidence of such insurance will be provided to Client upon request.

**5. Cooperation.**

(a) Client will cooperate with BrightView to facilitate the Services, and will permit or schedule adequate access to the Landscape Site(s) as required to perform the Services safely, efficiently, and within any specified timeframes. Client will notify BrightView in writing of any limitation on access to Landscape Site(s) as soon as possible, and in any event at least 48 hours to any scheduled delivery of services, goods, or materials.

(b) If required, Client will provide water with adequate spigots or hydrants or such other items as identified on the Scope of Landscape Services.

(c) Client shall provide written notice to BrightView of any proposed change in the ownership or management of the Landscape Site(s) at least 30

days prior to the effective date of any such change. A change in the ownership or management of the Landscape Site(s) shall not relieve Client of its obligations hereunder, including but not limited to the payment of the Service Fee and any amounts due to BrightView with respect to any Work Order, unless Client shall have given proper notice of termination pursuant to this Agreement.

**6. Service Fee.**

- (a) For Services performed pursuant to this Agreement, Client shall pay BrightView the Recurring Service Fee set forth in the below Table A plus any Per Occurrence Service Fee set forth in the below Table B (the "Service Fee"), subject to adjustments as described below.
- (b) Overdue Service Fees or Work Order Charges shall be subject to an administrative charge equal to the lower of: (i) 1.5% per month (18% per year) or (ii) the highest rate permitted by law, in either case multiplied by the unpaid balance. In addition to this administrative charge, Client shall reimburse BrightView for all costs and expenses (including but not limited to attorneys' fees and court costs) which are reasonably incurred by BrightView in collecting an overdue Service Fee, Work Order Charges, and administrative charges.
- (c) If tax laws change increasing applicable sales taxes, BrightView may adjust the Service Fee to reflect such increase.
- (d) The parties hereby acknowledge that, notwithstanding the Service Fee, the monthly installment plan, and the types and frequency of services, goods, and materials furnished each month throughout the year may vary according to seasonal requirements and best horticultural practices. The monthly installment plan is for Client's convenience of payment only and billings do not necessarily reflect the actual cost or value of Services performed during any particular month or other billing period. If this Agreement is terminated for any reason on a date other than an Anniversary Date, then all sums paid by Client to BrightView for Services performed since the most recent Anniversary Date shall be subtracted from the time-and-materials value (as determined in good faith by BrightView) of Services performed since that date and, if the result is a positive number (a "Shortfall"), the Shortfall shall become due and payable and Client shall promptly pay such Shortfall to BrightView. A Shortfall is not liquidated or other damages arising from a termination of the Agreement but represents the portion of the charges for Services performed prior to but unpaid by Client as of the Termination Date. For the avoidance of doubt, in no event will a Shortfall invoiced to the Client exceed the total amount that would have been received by the BrightView had the terminated Agreement continued uninterrupted until the end of its then current term.
- (e) Unless specified otherwise hereunder, every 12 months the Service Fee shall be increased by an amount calculated by multiplying the Service Fee for the immediately preceding 12 months by the greater of (i) 5% or (ii) the percentage increase in the Consumer Price Index between the most recently

published CPI and the CPI published for the same month for the preceding calendar year. "Consumer Price Index" and "CPI" means the Consumer Price Index for Urban Wage Earners and Clerical Workers (1982-84 = 100) released by the United States Department of Labor, Bureau of Labor Statistics, relating to Consumer Prices for All Items for All Cities.

- (f) In the event that, during the performance of services, the cost of materials or fuel (collectively, "Variable Costs") required by BrightView to perform the services increases by more than twenty percent (20%) over the Variable Costs on the date of execution of this Agreement, the Service Fee shall be increased by an amount equal to the increase in the Variable Costs. All cost increases shall be documented by BrightView.
- (g) Client must provide at least 10 days' prior written notice to BrightView, Attn.: Legal Department/Contracts, 980 Jolly Road, Suite 300, Blue Bell, PA 19422 if: (i) Service Fee required to be paid pursuant to this Section 6 are subject to a bona fide dispute and (ii) Client intends to pay, in full satisfaction of such disputed Service Fee, less than the amount invoiced by BrightView.

**7. Termination.**

- (a) Either BrightView or Client may terminate this Agreement without cause upon 90 days' prior written notice to the other party. If Client terminates this Agreement without cause prior to end of the then current term, Client will, within fifteen (15) days of the Termination Date, pay BrightView (i) all amounts owed to date for Services performed; (ii) reimbursement of any partner incentives such as, but not limited to, Enhancement Credits; discounts, rebates, etc. and (iii) to compensate BrightView for having to allocate employees and resources to the Landscapes Sites, an amount equal to what BrightView would have earned if the Agreement remained in effect through the end of the then current term (as calculated in accordance with Section 6(a)).
- (b) If either party materially breaches the terms of this Agreement and fails to cure such breach within 30 days after written notice from the non-breaching party specifying such breach, then the non-breaching party may elect to immediately terminate this Agreement by written notice to the breaching party. In addition to and without limiting the foregoing, if Client fails to timely pay any Service Fee, Work Order Charges, or administrative fees due under this Agreement, then BrightView may elect, in its sole discretion, to (i) delay, withhold, suspend or cancel Services without further notice to Client, and BrightView shall have no responsibility whatsoever for any consequences thereof, in respect of which the Client hereby indemnifies BrightView, and fees (as set out hereunder) shall continue to accrue and any extra expenses resulting from such withholding shall be for the Client's responsibility and/or (ii) immediately terminate this Agreement upon written notice to Client. Furthermore, and without limiting any of the foregoing, if Client fails to timely pay any Service Fee, Work Order Charges, or administrative fees due under this Agreement, BrightView may also elect, in



its sole discretion, to suspend Services for any other Agreement between Client and BrightView. In addition to the foregoing, any BrightView affiliate may also suspend Services for any other Agreement between Client and BrightView affiliate.

- (c) Either BrightView or Client may immediately terminate this Agreement upon written notice to the other party if (i) the other party makes an assignment for the benefit of creditors, (ii) a petition of bankruptcy is filed by or against the other party or (iii) all or substantially all of the other party's property is levied upon or scheduled to be sold in a judicial proceeding.

#### **8. General Provisions.**

- (a) BrightView will at all times perform the Services and any Work Order in accordance with all applicable workplace safety requirements and standards promulgated by federal and local authorities. BrightView will not at any time provide safety evaluation, inspection, or consulting services under this Agreement or any Work Order for the benefit of Client or any third party and, consequently, Client shall not rely on BrightView to provide such safety-related services at any time. Further, BrightView does not and will not at any time provide representations, warranties, or assurances as to the safety, including as it relates to BrightView's use of chemicals during Service, (or lack of safety) of any Landscape Site(s) or Work Order site with respect to periods before, during, or after Services are performed or Work Order services are performed and, consequently, Client shall not rely on BrightView to provide any such assurances at any time. If Client desires safety evaluation, inspection, or consulting services, or safety representations, warranties, or assurances, then BrightView and Client may execute and enter into a separate written agreement whereby BrightView will assist Client for an additional fee only in identifying (without recommending) third-party service providers that Client may then, in Client's sole discretion, elect to engage independently to obtain safety services and/or assurances.
- (b) During the Term of this Agreement and for a period of 12 months following this Agreement's termination, the Client shall not, without the written permission of BrightView or an affected affiliate, directly or indirectly (i) solicit, employ or retain, or have or cause any other person or entity to solicit, employ or retain, any person who is employed by BrightView and performing Services hereunder, or (ii) encourage any such person not to devote his or her full business time to the Client, or (iii) agree to hire or employ any such person. Recognizing that compensatory monetary damages resulting from a breach of this section would be difficult to prove, Client agrees that such breach will render it liable to BrightView for liquidated damages in the amount of \$10,000 for each such employee.
- (c) This Agreement shall be governed by the law of the state where the Services will be furnished. If the Services will be furnished in more than one state, then the law of the State of Texas will govern this Agreement, except with regard to its conflicts of laws doctrines. Both parties expressly agree that any and

all legal proceedings arising under this Agreement will be brought exclusively in the state and federal courts located where Services will be furnished.

- (d) Unless otherwise specifically set forth in the Scope of Landscape Services or a Work Order, BrightView is not providing design or landscape architecture services under this Agreement and it is the Client's sole responsibility to ensure that (i) the directions provided to BrightView for Services are in compliance with all applicable laws, ordinances, rules, regulations, and orders and (ii) the height and location of the hedges, foliage, and/or other plant matter on the Landscape Sites do not obstruct a person's line of sight of proximate roadways, private or public.
- (e) Neither party may assign this Agreement without the prior written consent of the other party; provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with BrightView or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization. This Agreement is binding on, and inures to the benefit of, the parties hereto (including the record owner of the Landscape Site(s) if other than Client) and their respective heirs, legal representatives, successors and assigns.
- (f) This Agreement, together with attached Scope of Landscaping Services, Work Order hereunder, and any other schedules and exhibits attached hereto, constitute the entire agreement of the parties with respect to the Services and Work Orders and supersedes all prior contracts or agreements with respect to the Services or Work Orders, whether oral or written.
- (g) Except as otherwise provided herein, this Agreement may be amended or modified from time to time only by a written instrument executed and agreed to by both Client and BrightView.
- (h) The waiver by Client or BrightView of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other or subsequent breach by Client or BrightView of such provision or any other provision.
- (i) BrightView's total liability for any losses, damages, and expenses of any type whatsoever incurred by Client or any of its affiliates, guests, tenants, invitees, and lessees ("Losses"), which are caused by wrongful acts or omissions of BrightView in connection with, or related to, BrightView's performance of the Services, shall be limited solely to proven direct and actual damages in an aggregate amount not to exceed the amounts actually paid to BrightView hereunder. In no event will BrightView be liable for special, indirect, incidental or consequential damages, irrespective of the form or cause of action, in contract, tort or otherwise, whether or not the possibility of such damages has been disclosed to BrightView in advance or could have been reasonably foreseen by BrightView. Further, BrightView shall not be liable for any Losses resulting

from the provision of Services or performance of any Work Order hereunder, if such Losses are due to causes or conditions beyond its reasonable control, including but not limited to Losses in any way related to or associated with state or local water regulations or mandates or BrightView's compliance or good faith efforts to comply with state or local water regulations or mandates.

- (j) BrightView's performance will be excused without penalty to the extent BrightView is unable to perform as a result of accidents, acts of God, extreme weather conditions, inability to secure labor and/or products, fire, earthquake and rules, regulations or restrictions imposed by any government or governmental agency, national or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one

of the Parties, or other delays or failure of performance beyond the commercially reasonable control of BrightView. For purposes of this Agreement, the parties agree specifically that water conservation regulations or guidelines are specifically included within the above referenced regulations or restrictions, and that BrightView shall not be liable for any failure to perform as a direct or indirect result of BrightView's compliance with or good faith efforts to comply with state or local water regulations or mandates.

- (k) Unless otherwise expressly provided in a provision that cross-references this Section 8(k), in the event of any conflict or inconsistency between this Agreement, any SOW and/or any exhibit to this Agreement or any SOW, the order of precedence will be: the Agreement, an exhibit to the Agreement, an SOW and an exhibit to that SOW.

**Notices.** Except as otherwise specified in this Agreement, all notices and other communications under this Agreement must be in writing and sent by overnight courier service such as FedEx or sent by U.S. registered or certified mail, postage prepaid, return receipt requested, and shall be deemed received the next business day following timely deposit with an overnight courier, or three (3) days after timely deposit in the U.S. mail, with the communication addressed as follows:

**If to BrightView:**

Attn: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

**With a copy to:**

Attn: Office of the General Counsel  
980 Jolly Road, Suite 300  
Blue Bell, PA 19422

**If to Client:**

Attn: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

BrightView and Client agree to all of the terms and conditions set forth in this Agreement, including any schedules and exhibits attached hereto, as of the date first set forth above.

**By signing this Agreement in the space provided below, the undersigned Client signatory hereby represents and confirms that it has full power and authority to enter into this Agreement on its own behalf and on behalf of the record owner of each Landscape Site, and that this Agreement is a legally binding obligation of the undersigned and the record owner of each Landscape Site.**

**BRIGHTVIEW (as defined in the preamble)**

**CLIENT**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

BrightView Landscapes, LLC and each of its subsidiaries ("BrightView") is committed to taking care of each other, our clients and communities. The BrightView Code of Conduct, which is located at [https://www.brightview.com/sites/default/files/bv\\_code\\_of\\_conduct.pdf](https://www.brightview.com/sites/default/files/bv_code_of_conduct.pdf) keeps us true to our values.

If you become aware of a violation of the BrightView Code, we encourage you to report it by:

- Filing a report at [www.brightviewconcerns.com](http://www.brightviewconcerns.com) or
  - Calling our 24-hour, 7-day per week compliance hotline at (800) 461-9330.
- Thank you for your confidence in partnering with BrightView

This document is incorporated into the Landscape Services Agreement by this reference. In the event multiple Statements of Work or Work Orders are attached to this Services Agreement as provided herein, each such Statement of Work or Work Order shall be mutually exclusive of each other.

Landscape Site Name:*	Memorial Park Johnson City Park Sign Monuments (3) Polk Johnson Cemetery	Landscape Site Location:	105 E Main St 620 N Nugent Ave 403 W Pecan Johnson City 78636
Client Business Name:	City of Johnson City	Client Contact Name:	Rick Schroder
Client Contact Telephone:	830-388-9995 ext 8	Client Contact Email:	rschroder@johnsoncitytx.org
Billing Business Name:	Click here to enter text.	Billing Contact Name:	Click here to enter text.
Billing Contact Telephone:	Click here to enter text.	Billing Contact Address:	Click here to enter text.
Billing Email:	Click here to enter text.		
BrightView Contact Name:	Lorraine DeLeon	BrightView Contact Telephone:	512-569-7716 Ada.DeLeon@brightview.com

BrightView shall email all invoices to the Billing Email above. Client is responsible to notify BrightView immediately regarding any change to the Billing Email. Client shall pay all invoice within the payment terms outlined below.

**Table A: Recurring Service Fee:**

Total Recurring Service Fee
<b>\$3,410.22</b>

Client shall pay the Recurring Service Fee to BrightView through monthly payments. Excluding Pro-rated Recurring Service Fees which will be billed monthly in accordance with above, the Recurring Service Fee shall be payable in 12 equal monthly installments, beginning in the month of December 2022 (the "Monthly Installment Plan"). Monthly invoices will be dated the 1<sup>st</sup> of each month for which service is to be performed, and payments are due no later than the 30<sup>th</sup> calendar day of the month.

**Table B: Per Occurrence Service Fee Schedule as follows :**

Per Occurrence Service Fee Schedule should only be used to denote services that are not part of Table A: Recurring Service Fee.

Per Occurrence Service	# of Occurrences per a Term	Per Occurrence Service Fee*	Total Per Occurrence Service Fee*
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$

Any Per Occurrence Service Fee shall be invoiced upon the completion of the Per Occurrence Service and Client shall pay the invoice within thirty (30) days of the invoice date.



**Scope of Landscape Services**

**Description of Services (attach diagrams if necessary):**

TURF	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	ANNUAL VISITS
Site Visits	●	●	●	●	●	●	●	●	●	●	●	●	42
Mow	●	●	●	●	●	●	●	●	●	●	●	●	42
Line Trim	●	●	●	●	●	●	●	●	●	●	●	●	42
Backpack blowing	●	●	●	●	●	●	●	●	●	●	●	●	42
Hard Edge	●	●	●	●	●	●	●	●	●	●	●	●	21
Turf Insecticide - Spot Treat	●	●	●	●	●	●	●	●	●	●	●	●	42
Fertilizer		●							●				2
Pre-emergent Weed control		●							●				2
Post-emergent Weed control		●						●	●				3
SHRUBS AND BEDS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	ANNUAL VISITS
Spray Roundup/Herbicide	●	●	●	●	●	●	●	●	●	●	●	●	42
Shear Shrubs - Maintenance Prune			●	●	●	●	●	●	●	●			8
Pre-emergent Weed Control		●											1
Fertilization		●											1
TREES	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	ANNUAL VISITS
Prune safety hazards to 8 ft.	●												1
Pre-Emergent Weed Control		●											1
MISCELLANEOUS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	ANNUAL VISITS
Curb/Gutter Weed Control	●	●	●	●	●	●	●	●	●	●	●	●	21
Waste / Debris Removal													Bid Upon Request
IRRIGATION	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	ANNUAL VISITS
Monthly Inspection	●	●	●	●	●	●	●	●	●	●	●	●	12
SEASONAL COLOR/ MULCH/ ROCK	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	ANNUAL VISITS
Seasonal Color Rotation													Bid Upon Request
Rock Replenishment													Bid Upon Request
Mulch			●				●						2



Not Included





Welcome Signage (North):



Welcome Signage (South):



Welcome Signage (West):





## Proposal for Extra Work at Johnson City Parks(Repairs Need for Johnson City Parks)

Property Name	Johnson City Parks(Repairs Need for Johnson City Parks)	Contact	Rick Schroder
Property Address	303 E. Pecan Drive P.O Box 369 Johnson City , TX 78636	To Billing Address	Johnson City Parks 303 E. Pecan Drive P.O Box 369 Johnson City , TX 78636

Project Name Johnson City Parks(Repairs Need for Johnson City Parks)  
Project Description Johnson City Parks(Repairs Need for Johnson City Parks)

### Scope of Work

This is a Hard Cost Estimate for the repairs needed.  
Adding the additional zones for the beds is Optional at Memorial Park  
Please let us know if you have any questions and have your approval.  
At this time we have a back logged on repairs on 2.5 weeks.

QTY	UoM/Size	Material/Description	Unit Price	Total
48.00	EACH	nozzles	\$3.91	\$187.87
68.00	EACH	heads	\$7.21	\$490.28
45.00	EACH	PGP Rotors	\$25.75	\$1,158.75
54.00	EACH	6 x 1/2" swing joints	\$21.63	\$1,168.02
69.00	EACH	lateral line leaks	\$93.73	\$6,467.37
15.00	EACH	electrical valves	\$463.50	\$6,952.50
1.00	EACH	back flow	\$1,817.12	\$1,817.12
4.00	EACH	cut wires	\$175.10	\$700.40
20.00	EACH	Bubblers	\$21.63	\$432.60
90.00	HOUR	labor	\$87.55	\$7,879.50
38.00	EACH	14 x 19 x 12" PSPEC Valve Boxes (Optional on the lock valve boxes)	\$135.73	\$5,157.87
3.00	LUMP SUM	Install 2 Spray Zones at Memorial Park for New Beds (Optional)	\$2,500.00	\$7,500.00
3.00	EACH	Controller at Memorial Park & Community Pool & Trail	\$2,500.00	\$7,500.00

For internal use only

SO# 7842857  
JOB# 336800000  
Service Line 150

**Total Price \$47,412.28**

**THIS IS NOT AN INVOICE**

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President  
10122 Bradshaw Rd, Austin, TX 78747 ph. fax

## TERMS & CONDITIONS

1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only contained or referred to herein. All materials shall conform to bid specifications.
2. **Work Force:** Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
3. **License and Permits:** Contractor shall maintain a Landscape Contractor's license if required by State or local law and will comply with all other license requirements of the City, State and Federal Governments, as well as all other requirements of law. Unless otherwise agreed upon by the parties or prohibited by law, Customer shall be required to obtain all necessary and required permits to allow the commencement of the Services on the property.
4. **Taxes:** Contractor agrees to pay all applicable taxes, including sales or General Excise Tax (GET), where applicable.
5. **Insurance:** Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Customer, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
6. **Liability:** Contractor shall not be liable for any damage that occurs from Acts of God defined as extreme weather conditions, fire, earthquake, etc. and rules, regulations or restrictions imposed by any government or governmental agency, national or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one or other delays or failure of performance beyond the commercially reasonable control of either party. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this Contract within sixty (60) days.
7. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Customer or not under Customer management and control shall be the sole responsibility of the Customer.
8. **Subcontractors:** Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
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13. **Assignment:** The Customer and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Customer nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
14. **Disclaimer:** This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Customer. If the Customer must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Customer directly to the designer involved.

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17. **Waiver of Liability:** Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (International Society of Arboricultural) standards will require a signed waiver of liability.

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Customer \_\_\_\_\_

Signature \_\_\_\_\_ Title **Chief Administrative Officer**

**Rick Schroder** November 02, 2022  
 Printed Name Date

**BrightView Landscape Services, Inc. "Contractor"**  
**Irrigation Manager**

Signature \_\_\_\_\_ Title  
**Wizard Herrera** November 02, 2022  
 Printed Name Date

**Job #: 336800000**  
**SO #: 7842857** Proposed Price: **\$47,412.28**



## Proposal for Extra Work at Johnson City Memorial Park

Property Name	Johnson City Memorial Park	Contact	Rick Schroder
Property Address	303 E. Pecan Drive P.O Box 369 Johnson City , TX 78636	To	Johnson City Parks
		Billing Address	303 E. Pecan Drive P.O Box 369 Johnson City , TX 78636

Project Name      Johnson City Memorial Park  
Project Description   Johnson City Memorial Park Installation

### Scope of Work

Installation of listed materials as per attached designs.

QTY	UoM/Size	Material/Description	Unit Price	Total	
<b>Foundation</b>				<b>Subtotal</b>	<b>\$16,954.23</b>
185.00	FEET	4" Chop Limestone Installed as edging in new beds	\$13.54	\$2,505.27	
175.00	FEET	6" Chop Limestone Installed to support parking lot-park transition, step for access	\$45.56	\$7,973.35	
50.00	TON	Bulk Decomposed Granite - CUBIC YARD Rock/Gravel Installed	\$129.51	\$6,475.61	
<b>Turf</b>				<b>Subtotal</b>	<b>\$11,281.94</b>
5,700.00	SQUARE FEET	SF. Zoysia sod (> 50 sq.yd.) - Turf Installed	\$1.70	\$9,701.40	
15.00	CUBIC YARD	Landscape Mix - Amendment Installed	\$105.37	\$1,580.54	
<b>Plant Beds</b>				<b>Subtotal</b>	<b>\$10,954.57</b>
15.00	CUBIC YARD	Austin Soil Amendment - Amendment Installed	\$136.31	\$2,044.65	
120.00	BAG	Bagged TX Hardwood (2cy) - 2cf Mulch Installed	\$10.92	\$1,310.78	
3.00	EACH	Berberis trifoliata - Agarita 7 gal. Shrub/perennial Installed	\$99.34	\$298.02	
1.00	EACH	Callicarpa americana - American Beautyberry 7 gal. Shrub/perennial Installed	\$99.34	\$99.34	
5.00	EACH	Big Red Sage 5 gal. Shrub/perennial Installed	\$58.59	\$292.93	
20.00	EACH	Black Dahlia - 1 gal. perennial Installed	\$11.20	\$223.92	
3.00	EACH	Plumbago auriculata - Plumbago 5 gal. Shrub/perennial Installed	\$58.59	\$175.76	
7.00	EACH	Dietes bicolor / Morea bicolor - Bicolor (African) Iris 5 gal. Shrub/perennial Installed	\$46.70	\$326.90	
20.00	EACH	Milkweed - 1 gal. perennial Installed	\$11.20	\$223.92	
5.00	EACH	Flame Acanthus 5 gal. Shrub/perennial Installed	\$58.59	\$292.93	
60.00	EACH	Frogfruit - 4" flat (20 ct) Groundcover Installed	\$45.07	\$2,704.37	
20.00	EACH	Prairie Verbena - 4" flat (20 ct) Groundcover Installed	\$45.07	\$901.46	
20.00	EACH	Greg's Mist Flower - 1 gal. perennial Installed	\$11.20	\$223.92	
7.00	EACH	Rhaphiolepis indica - Indian Hawthorne 5 gal. Shrub/perennial Installed	\$46.70	\$326.90	

**THIS IS NOT AN INVOICE**

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President  
10122 Bradshaw Rd, Austin, TX 78747 ph. fax





## Proposal for Extra Work at Johnson City Memorial Park

1.00	EACH	Kidneywood 5 gal. Shrub/perennial Installed	\$46.70	\$46.70
3.00	EACH	Lindheimer's Muhly 5 gal. Shrub/perennial Installed	\$46.70	\$140.10
20.00	EACH	Lyre Leaf Sage - 1 gal. perennial Installed	\$11.20	\$223.92
5.00	EACH	Mexican Sunflower - 1 gal. perennial Installed	\$11.20	\$55.98
5.00	EACH	Tropical Sage - 1 gal. perennial Installed	\$11.20	\$55.98
3.00	EACH	White Mist Flower 5 gal. Shrub/perennial Installed	\$46.70	\$140.10
1.00	EACH	Sophora secundiflora - Texas Mountain Laurel 30 gal. Tree Installed	\$475.02	\$475.02
3.00	EACH	Rosmarinus officinalis - Upright Rosemary 5 gal. Shrub/perennial Installed	\$58.59	\$175.76
5.00	EACH	Texas Lantana 1 gal. Shrub/perennial Installed	\$13.01	\$65.07
5.00	EACH	Wooly Butterfly Bush 1 gal. Shrub/perennial Installed	\$13.01	\$65.07
5.00	EACH	Turks Cap 1 gal. Shrub/perennial Installed	\$13.01	\$65.07

For internal use only

SO# 7868371  
JOB# 336800000  
Service Line 130

**Total Price \$39,190.74**

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10122 Bradshaw Rd, Austin, TX 78747 ph. fax

## TERMS & CONDITIONS

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3. License and Permits: Contractor shall maintain a Landscape Contractor's license if required by State or local law and will comply with all other license requirements of the City, State and Federal Governments, as well as all other requirements of law. Unless otherwise agreed upon by the parties or prohibited by law, Customer shall be required to obtain all necessary and required permits to allow the commencement of the Services on the property.
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5. Insurance: Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Customer, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
6. Liability: Contractor shall not be liable for any damage that occurs from Acts of God defined as extreme weather conditions, fire, earthquake, etc. and rules, regulations or restrictions imposed by any government or governmental agency, national or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one or other delays or failure of performance beyond the commercially reasonable control of either party. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this Contract within sixty (60) days.
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14. Disclaimer: This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Customer. If the Customer must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Customer directly to the designer involved.
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16. Tree & Stump Removal: Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to, concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Customer. Defined backfill and landscape material may be specified. Customer shall be responsible for contacting the appropriate underground utility locator company to locate and mark underground utility lines prior to start of work. Contractor is not responsible damage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Customer's expense.
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Customer

	<b>Chief Administrative Officer</b>
Signature	Title
 Rick Schroder	 November 02, 2022
Printed Name	Date

**BrightView Landscape Services, Inc. "Contractor"**

	<b>Enhancement Manager</b>
Signature	Title
 Ross Ramey	 November 02, 2022
Printed Name	Date

Job #:	336800000		
SO #:	7868371	Proposed Price:	\$39,190.74

## Proposal for Extra Work at Johnson City Community Park

Property Name	Johnson City Community Park	Contact	Rick Schroder
Property Address	303 E. Pecan Drive P.O Box 369 Johnson City , TX 78636	To	Johnson City Parks
		Billing Address	303 E. Pecan Drive P.O Box 369 Johnson City , TX 78636

Project Name      Johnson City Community Park  
Project Description      Johnson City Community Park Installation

### Scope of Work

- Installation focused on areas included in attached design, we will be working around existing landscaping, sprinkling new plants in here and there.
- 4" Chop Limestone Edging installed to help define beds
- Rocks removed from swale, area regraded, weed fabric installed, new rocks installed to help add complexity to the swale
- Bed Installed around the perimeter of the water cistern
- Base pricing for tree installation included, 30 gal, 45 gal, and 60 gal, once we decide on a site plan this proposal will be adjusted to provide species and total count

Proposal does not include irrigation.

QTY	UoM/Size	Material/Description	Unit Price	Total	
<b>Foundation</b>				<b>Subtotal</b>	<b>\$10,265.87</b>
300.00	FEET	4" Chop Limestone Installed as edging in new beds	\$13.54	\$4,062.60	
5.00	TON	Bulk Rio Cobble Oversized (TONage) - CUBIC YARD Rock/Gravel Installed	\$222.29	\$1,111.47	
5.00	TON	Bulk Brazos 2-4" (TONage) - CUBIC YARD Rock/Gravel Installed	\$222.29	\$1,111.47	
3.00	TON	Bulk Limestone Boulders - TON Boulders Installed	\$332.25	\$996.76	
40.00	HOUR	Enhancement Crew for general cleanup	\$50.99	\$2,039.40	
1.00	FLAT	Rock Removal from swale, Installation of Weed Fabric	\$944.17	\$944.17	
<b>Plant Beds</b>				<b>Subtotal</b>	<b>\$4,243.55</b>
15.00	CUBIC YARD	Austin Soil Amendment - Amendment Installed	\$136.31	\$2,044.65	
80.00	BAG	Bagged TX Hardwood (2cy) - 2cf Mulch Installed	\$10.92	\$873.86	
3.00	EACH	Datura 7 gal. Shrub/perennial Installed	\$99.34	\$298.02	
1.00	EACH	Perry's Agave 7 gal. Shrub/perennial Installed	\$99.34	\$99.34	
5.00	EACH	Red Yucca 5 gal. Shrub/perennial Installed	\$58.59	\$292.93	
5.00	EACH	Black Dahlia - 1 gal. perennial Installed	\$11.20	\$55.98	

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10122 Bradshaw Rd, Austin, TX 78747 ph. fax



### Proposal for Extra Work at Johnson City Community Park

1.00	EACH	Kidneywood 5 gal. Shrub/perennial Installed	\$46.70	\$46.70	
10.00	EACH	Rock Rose 5 gal. Shrub/perennial Installed	\$46.70	\$467.00	
5.00	EACH	Turks Cap 1 gal. Shrub/perennial Installed	\$13.01	\$65.07	
<b>Trees</b>				<b>Subtotal</b>	<b>\$2,170.59</b>
1.00	EACH	General Tree 30 gal. Tree Installed	\$475.02	\$475.02	
1.00	EACH	General Tree 45 gal. Tree Installed	\$728.69	\$728.69	
1.00	EACH	General Tree 60 gal. Tree Installed	\$966.88	\$966.88	

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SO# 7869484  
JOB# 336800000  
Service Line 130

**Total Price** \$16,680.01

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Customer

Signature \_\_\_\_\_ Title Chief Administrative Officer

Rick Schroder \_\_\_\_\_  
Printed Name Date November 02, 2022

**BrightView Landscape Services, Inc. "Contractor"**

Signature \_\_\_\_\_ Title Enhancement Manager

Ross Ramey \_\_\_\_\_  
Printed Name Date November 02, 2022

Job #: 336800000

SO #: 7869484 Proposed Price: \$16,680.01



## Proposal for Tree Care at Johnson City Texas

Property Name	Johnson City Texas	Contact	Rick Schroder
Property Address	303 East Pecan Johnson Cit, TX 78636	To	Johnson City
		Billing Address	303 East Pecan Johnson City, TX 78636

Project Name      Johnson City Texas  
Project Description      Tree Care

### Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
1.00	LUMP SUM	Remove 60-75% of ball moss in one tree at City Hall, tree next to building and dead limb removal	\$2,100.00	\$2,100.00
1.00	LUMP SUM	Remove 60-75% of ball moss in one tree in front of JC Bank and dead limb removal	\$2,500.02	\$2,500.02
1.00	LUMP SUM	Remove 60-75% of ball moss in one tree at bridge at walking trail Nugent Ave and dead limb removal	\$2,349.99	\$2,349.99
1.00	LUMP SUM	Remove 60-75% of ball moss in four trees at Memorial Park and dead limb removal	\$3,499.99	\$3,499.99

For internal use only

SO#                    7970851  
JOB#                 495200000  
Service Line        300

Total Price            \$10,450.00

**THIS IS NOT AN INVOICE**

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President  
1814 W Howard Ln, Austin, TX 78728 ph. (512) 266-3167 fax (512) 266-7813



## TERMS & CONDITIONS

1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only contained or referred to herein. All materials shall conform to bid specifications.
2. Work Force Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified and shall be legally authorized to work in the U.S.
3. License and Permits Contractor shall maintain a Landscape Contractor's license if required by State or local law and will comply with all other license requirements of the City, State and Federal Governments, as well as all other requirements of law. Unless otherwise agreed upon by the parties or prohibited by law, Customer shall be required to obtain all necessary and required permits to allow the commencement of the Services on the property.
4. Taxes Contractor agrees to pay all applicable taxes, including sales or General Excise Tax (GET), where applicable.
5. Insurance Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Customer, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
6. Liability Contractor shall not be liable for any damage that occurs from Acts of God defined as extreme weather conditions, fire, earthquake, etc. and rules, regulations or restrictions imposed by any government or governmental agency, national or regional, emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one or other delays or failures of performance beyond the commercially reasonable control of either party. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this Contract within sixty (60) days.
7. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Customer or not under Customer management and control shall be the sole responsibility of the Customer.
8. Subcontractors Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
9. Additional Services Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
10. Access to Jobsite Customer shall provide all utilities to perform the work. Customer shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the Customer makes the site available for performance of the work.
11. Payment Terms Upon signing this Agreement, Customer shall pay Contractor 50% of the Proposed Price and the remaining balance shall be paid by Customer to Contractor upon completion of the project unless otherwise agreed to in writing.
12. Termination This Work Order may be terminated by the either party with or without cause, upon seven (7) workdays advance written notice. Customer will be required to pay for all materials purchased and work complete to the date of termination and reasonable charges incurred in demobilizing.
13. Assignment The Customer and the Contractor respectively, bind themselves, their partners, successors, assigns and legal representative to the other party with respect to all covenants of this Agreement. Neither the Customer nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities consolidation, change of control or corporate reorganization.
14. Disclaimer This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Customer. If the Customer must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Customer directly to the designer involved.

15. Cancellation Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Customer will be liable for a minimum travel charge of \$150.00 and billed to Customer.

The following sections shall apply where Contractor provides Customer with tree care services:

16. Tree & Stump Removal Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Customer. Defined backfill and landscape material may be specified. Customer shall be responsible for contacting the appropriate underground utility locator company to locate and mark underground utility lines prior to start of work. Contractor is not responsible damage done to underground utilities such as but not limited to cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Customer's expense.
17. Waiver of Liability Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (International Society of Arboriculture) standards will require a signed waiver of liability.

**Acceptance of this Contract**

By executing this document, Customer agrees to the formation of a binding contract and to the terms and conditions set forth herein. Customer represents that Contractor is authorized to perform the work stated on the face of this Contract. If payment has not been received by Contractor per payment terms hereunder, Contractor shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Customer. Interest at a per annum rate of 1.5% per month (18% per year) or the highest rate permitted by law, may be charged on unpaid balance 15 days after billing.

**NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY.**

Customer

Signature \_\_\_\_\_ Title **Chief Administrative Officer**

**Rick Schroder** \_\_\_\_\_ Date **November 04, 2022**  
Printed Name

**BrighView Tree Care Services, Inc. "Contractor"**  
**Branch Manager**

Signature \_\_\_\_\_ Title  
**Justin Jordan** \_\_\_\_\_ Date **November 04, 2022**  
Printed Name

**Job #: 495200000**  
**SO #: 7970851 Proposed Price: \$10,450.00**