

# City of Deer Park

REQUEST FOR PROPOSAL

4039-25

Landscape and Mowing Maintenance Service



BID DOCUMENTATION PROVIDED BY:

Murphy's Home Service

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# Introductory Letter

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Murphy's Home Service

1131 E. Brompton Dr

Pearland, TX 77584

832-272-6969

Brentfortner84@gmail.com

07/24/2024

City of Deer Park Evaluation Committee

Angela Smith, TRMC, CMC

City Secretary

City of Deer Park

710 E. San Augustine

Deer Park, TX 77536

RE: Introductory Letter – Proposal No. 4039-25 - Landscape and Mowing Maintenance Services

Dear City of Deer Park Evaluation Committee and Mrs. Smith:

Please accept this letter as our formal introduction and proposal for the 2025 Landscape and Mowing Maintenance Agreement (Project ID: 4039-25).

Murphy's Home Service is a professional landscape and grounds maintenance company with over 30 years of industry expertise. Our experience spans residential, municipal, commercial, and government clients, delivering reliable and high-quality service across a variety of property types. We are confident in our ability to meet—and exceed—the high standards expected by the City of Deer Park.

Our team is composed of trained professionals led by:

Brent L. Fortner, Owner (primary contact).

1 Operations Manager

2 Crew Supervisors

2 Crew Leaders

5 uniformed field technicians and equipment operators.

1 Chemical Applicator (TDA Licensed, as needed)

Each team member is equipped with proper PPE and trained in site safety, equipment operation, and customer service expectations.

We have the operational capacity and resources to fulfill the contract, including a full fleet of commercial-grade equipment, such as:

- (1) 72" Kubota zero turn mower (w/ mulching kit)
- (3) 48" Kubota Zero-turn mowers (w/ mulching kits)
- (1) 36" Ferris Zero-turn mower (w/ mulching kit)
- (5) Stihl String trimmers
- (3) Stihl Blade Edger
- (4) Stihl Back Pack blowers
- (2) Tow sprayers
- (1) Utility trailer with mounted water tank
- (3) Utility trailers (20ft, 13.5ft and 8ft long)
- (1) 8ft x 20ft Gooseneck Dump Trailer
- (2) Company Trucks with proper signage and cones for work zone safety

We have reviewed all terms of the RFP and are submitting a complete proposal that includes:

- Pricing Forms
- Operations Plan and Form
- References
- Proof of insurability
- Required forms and certifications
- Acknowledgment of Addendums No. 1 and No. 2 included on page No.8 as proof of reading and understanding.

We thank you for the opportunity to be considered for this contract and are available at your convenience for any follow-up or clarification. We look forward to the opportunity to serve the City of Deer Park with pride and professionalism.

Sincerely,



Brent L. Fortner

Owner

Murphy's Home Service

# Service Description

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Murphy's Home Service  
Brent Fortner, Owner  
832-272-6969 / Brentfortner84@gmail.com  
1131 East Brompton Dr. Pearland, TX 77584

## Staffing Plan

We will assign a dedicated and experienced team to meet all requirements of the Landscape and Mowing Maintenance contract for the City of Deer Park. See details of the staff crews on the Operational Plan on page No. 21.

All employees will wear company uniforms in good condition with high-visibility vests and use appropriate footwear and PPE. All work crews will be properly supervised at all times while performing services. All of our supervisors and crew leaders present on site during the service shifts are fluent in the English Language. We can ensure that at least one person on each shift on site is able to speak, read and write English. Team members are trained in site safety, equipment operation, and proper landscaping practices.

## Equipment List

Our team will utilize professional-grade equipment that is maintained regularly to minimize downtime. We have also backup units available to ensure uninterrupted service:

- (1) 72" Kubota zero turn mower (w/ mulching kit)
- (3) 48" Kubota Zero-turn mowers (w/ mulching kits)
- (1) 36" Ferris Zero-turn mower (w/ mulching kit)
- (5) Stihl String trimmers
- (3) Stihl Blade Edgers
- (4) Stihl Back Pack blowers
- (2) Tow sprayers
- (1) Utility trailer with mounted water tank
- (3) Utility trailers (20ft, 13.5ft and 8ft long)
- (1) 8ft x 20ft Gooseneck Dump Trailer
- (2) Company Trucks with proper signage and cones for work zone safety

## Service Schedule

All areas will be maintained according to the following schedule:

- April through September: Twice monthly (total of 12 times per area).
- October through March: Once monthly (total of 6 times per area).
- Additional services: As requested by City staff due to weather, special events or others.

## **Lawn Care Services**

Each scheduled visit will include the following tasks:

### **Lawn Monitoring**

Murphy's Home Service will monitor the lawns on each visit to detect any abnormalities, signs of disease, pests or other conditions that need to be addressed. Once a condition requiring attention is detected, the necessary service will be provided to control the situation, as long as it is within the package of services quoted and indicated on this offer.

### **Debris and Litter Removal**

On each visit, we will pick up litter, fallen branches, and debris from the specified areas before performing mowing or any other service. The collected debris will be properly disposed of in the Company's receptacle. Note: excessive debris from sources like construction, events, natural disasters, or other non-listed items may incur additional charges, which will be quoted separately.

### **Mowing**

Murphy's Home Service will provide lawn mowing services in the specified locations according to the service schedule. Our team will cut the grass efficiently and professionally to maintain an aesthetically pleasing height. We will monitor and adjust cutting heights seasonally and based on grass type to ensure optimal and healthy lawn conditions.

Our zero-turn lawn mowers are equipped with mulching kits, allowing grass clippings to be shredded and returned to the soil where they will provide a good source of nitrogen and organic matter.

### **Weed Eating and Trimming**

Murphy's Home Service will meticulously trim hard-to-reach areas that our zero-turn mowers can't access, including:

- Along fences (inside/outside based on each location's needs) to keep the chain link fences clean of weeds and vines.
- Sidewalks, curbs and driveways.
- Around trees (up to the base and inside tree rings).
- Around shrubs, flowerbed edges, posts, trash cans, rock beds, flower beds, and other obstacles.

We will trim carefully and professionally to maintain a uniform height, ensuring a neat and aesthetically pleasing finish.

### **Edging and Blowing**

To maintain proper edging size and appearance, Murphy's Home Service will precision-edge lawn perimeters where they meet concrete surfaces like driveways, sidewalks, street curbs, and patios, as well as flower bed edges, if necessary.

This service will be completed by the end of the first maintenance cycle and all edges will be maintained through the duration of the contract. In specific cases, edging could be performed with a string line trimmer but only after the first initial mechanically edge cut.

After completing mowing, weed eating, and edging, our team will blow grass clippings that, by the nature of the service, fall into the edges, streets, sidewalks or driveways, as well as adjacent areas, back into the grassy area where they will decompose and provide a good source of nitrogen and organic matter. Clippings won't be blown into mulched areas like flowerbeds or tree rings, ensuring a tidy finish.

### **Hardscape Weed Control**

During each visit, Murphy's Home Service will mechanically remove weeds from paved areas, including cracks and expansion joints.

## **Landscape Maintenance Services**

We will maintain the landscaped areas to the highest standard with the following practices and services:

### **Tree, Shrub and Plant Monitoring**

During each visit, Murphy's Home Service will inspect trees, shrubs, seasonal plants and beds for signs of overgrowth, disease, damage, pests, or other conditions that need to be addressed. Once a condition requiring attention is detected, the necessary service will be provided to control the situation, as long as it is within the package of services quoted and indicated in this offer.

### **Shrub, Plant and Tree Maintenance**

During each visit, and as need it, Murphy's Home Service will professionally prune, thin and shape shrubs, small and ornamental trees, vines, plants and hedges up to 8 feet tall, in order to promote healthy growth and maintain a neat appearance. This service includes removing sucker growth from trees. Larger trees, will be trimmed to maintain 8 feet of canopy clearance.

Broken, dead or declining vegetation (up to 8 feet tall), including small and ornamental trees, branches, shrubs and plants will be promptly removed and disposed in the Company's receptacle. Note: this service doesn't include fallen large trees or damage from natural disasters or other extraordinary events.

### **Beds Maintenance and Weed Control**

During each visit, Murphy's Home Service will inspect plant and shrub beds in specified areas, removing weeds to maintain a weed-free and well-maintained appearance. We will also maintain a consistent 2-inch depth of natural hardwood mulch.

## **Fertilization and Chemical Application**

Chemical applications will be performed by a licensed Pesticide Applicator in accordance with all local and State regulations. Fertilizers and herbicides will be applied as necessary to maintain healthy lawns and plantings.

### **Lawn/Beds/Shrub Fertilization and Pre-Emergent Service**

Fertilizers and Pre-emergents used will be of high quality and will be applied according to the specific needs of the areas to be treated. We will follow the recommendations of the label of the product with the aim of supplying the nutritional deficiencies of the grass in order to prevent and control pre-emergent weeds.

### **Weed Control**

If there is need of weed removal or mitigation by applying chemical products for this purpose, Murphy's Home Service will contact the City prior to first application, in order to send a copy of the current Pesticide Applicator License issued by the Texas Department of Agriculture and to coordinate the logistics to meet with the Public Works Director, or his designee, to review all areas requiring chemical application.



The chemical control will be performed carefully and professionally according with all guidelines associated with the approved license, in order to not damage turf areas. The areas to be treated will not exceed 6 inches around any sign posts, monument signs and inlets. In any case, herbicide will not be applied along curbs, tree rings or plant/shrub beds. The use of identification dye will not be performed unless prior permission is obtained.

## **Seasonal Services**

### **Spring Cultivate Service**

Plant and shrub beds will be cultivated by:

- Removing any winter debris.
- Turning the soil and adding compost or other organic matter to improve soil health and drainage.
- Removing existing weeds and preventing new ones from establishing.

### **Plant and Shrub Replacement**

In the Spring, any plant or shrub that was removed before or during the winter will be replaced. Note that this service will only be conducted with prior City approval, and invoiced separately. Perennial plants are the preferred plant material to be used on the replacement service.

### **Seasonal Mulch Installation**

During the Fall and Spring seasons, based on the condition of plant and shrub beds at each location, we will install a 2-inch layer of hardwood mulch as needed to refresh decomposed or displaced mulch, insulate roots from frost, and retain moisture.

### **Leaf Removal**

During each Fall visit, Murphy's Home Service will remove fallen leaves from flowerbeds, curbs, sidewalks, and other areas. This helps prevent leaf accumulation from smothering the lawn, ensures sunlight and air reach the roots, and maintains a well-manicured appearance.

## **Waste Disposal**

All natural waste generated from our services will be removed from the project site and disposed of properly in the Company's receptacle.

## **Extra Services**

Additional services can be provided upon request from City staff and will be invoiced separately.

During site visits, if extra services beyond this operating plan are necessary, we will notify the City with a report, including photographs and an estimate. No extra work will be performed without prior City approval.

## **Quality Assurance and Communication**

Murphy's Home Service will provide timely updates, including photos and reports, and respond to City inquiries within 24 hours. We will address any deficiencies within 48 hours. Brent L. Fortner, Owner, will oversee quality control and communication with City staff, ensuring prompt and effective service.



# Pricing Proposal

Proposal pricing includes all expenses, fees and charges related to the delivery of the specified goods and services described on the Service Description and Operations Plan. It does not include price for extra services.

Column A	Column B	Column C	Column D
Area	Price per Service	Number of Services Annually	Total Annual Price (Column B multiplied by Column C)
<b>Area A:</b> Surface Water Treatment Plant. 2117 East X Street. Maintaining the areas inside the fence and along the front fence line, facing the East X Street, as well as keeping all fence lines free of growth. (more details within the RFP packet)	\$4,903.98	18	\$88,271.64
<b>Area B:</b> Coy Street Water Well Site. 2702 Coy Drive. Maintaining the areas inside the fence and along the right-of-way, outside the gate, on both Coy Dr. and Durant Ave., as well as keeping all fence lines free of growth. (more details within the RFP packet)	\$181.00	18	\$3,258.00
<b>Area C:</b> P Street Water Well Site. 427 East P Street. Maintaining the areas inside the fence, as well as both the inside and outside of the fence line itself. Fence line to be free of growth. (more details within the RFP packet)	\$90.5	18	\$1,629.00
<b>Area D:</b> Pasadena Blvd. Well Site. 2701 E. Pasadena Blvd. Maintaining the area inside the fence as well as both inside and outside the fence line itself. Fence line to be free of growth. (more details within the RFP packet)	\$181.00	18	\$3,258.00
<b>Area E:</b> Avon Elevated Water Storage Tank Site. 715 Avon Street. Maintaining the area inside the fence as well as both inside and outside the fence line itself. Fence line to be free of growth. (more details within the RFP packet)	\$59.73	18	\$1,075.14
<b>Area F:</b> Lift Station #32, located at the northeast corner of East Blvd. @ E. 13 <sup>th</sup> Street. Maintain the area inside and outside the fence. Area will include the street right-of-way along East Blvd. and E. 13 <sup>th</sup> . (more details within the RFP Packet)	\$521.08	18	\$9,379.49
<b>Area G:</b> Lift Station #22, located at 3901 East Blvd. Maintain area inside the fence as well as outside the fence, in the area facing East Blvd. All fence line is to be free of growth. (more details in the RFP packet)	\$573.67	18	\$10,326.00
<b>Total Annual Base Proposal Price (Total of Column C for Areas A thru G):</b>			<b>\$117,197.33</b>

# Alternate Pricing Proposal

Proposal pricing includes all expenses, fees and charges related to the delivery of the specified goods and services described on the Operations Plan for the Alternate Areas. It does not include price for extra services.

Column A	Column B	Column C	Column D
Alternate Area	Price per Service	Number of Services Annually	Total Annual Price (Column B multiplied by Column C)
<del>Alternate 1: Transfer Station, located at 610 Old Underwood Road. Maintaining area inside the fenced area as well as the street right-of-way along X Street and Old Underwood Road. Fence line to be kept free of growth. (more details in the RFP packet)</del> <b>(Removed Via Addendum #1)</b>	\$ 0	18	\$ 0
Alternate 2: Lift Station #17, located at 3433 Center Street. Shrubs along the retaining wall to be maintained as well as weeding along the lift station and retaining wall. (more details in the RFP packet)	\$90.92	18	\$1,636.58

Proposer agrees they have receipt and reviewed the **RFP packet as well Addendums #1 and #2**, and fully understand the intent of the proposal. The undersigned certifies that the proposal price contained in the foregoing proposal has been carefully checked and is submitted in duplicate.

Murphy's Home Service  
Printed Company Name Representative

1131 E. Brompton Dr.  
Business Street Address

Pearland TX 77584  
City, State and Zip Code

832-272-6969  
Telephone

Brent L. Fortner  
Printed Name of Authorized

*Brent L. Fortner*  
Authorized Representative's Signature

Brentfortner84@gmail.com  
Email Address

07/24/2025  
Date

# Reference Data Sheet

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For more information on our projects and current contracts, please refer to the contact details below. We also invite you to view project photographs and letters of recommendation that highlight our expertise and commitment to delivering exceptional results.

## Reference #1

Client: City of Deer Park

City: Deer Park State: Texas

Contact Person: David Van Riper Title: Director of Public Works

Phone Number: 409-692-9083

Project Begin & End Date: **(A)**-July 3- 5, 2025 **(B)**-May 15, 2024 **(C)**-May 9, 2024

Project Budget: **(A)** \$4,848.50 **(B)** \$1,902.00 **(C)** \$1,250.00

Services Provided: **(A)**: Water Treatment Plant located at 2117 E X St. Chain link fence cleanup/vines removal, trimming, cleaning and shaping shrubs and trees, border rocks and mulch installation on existent plant/shrub beds, weeds and debris removal.

**(B)**: Landscape project, Lift Station #22 3901 E. Blvd. Installation of mulch with landscape rock border in flowerbeds, clean-up of flowerbeds, removal and disposal of dead shrubs, dead palm tree and stumps. Planting new 18 rose shrubs.

**(C)**: Landscape project, Lift Station E. 13th St. and E. Blvd. Clean up of weeds and installation of mulch with landscape rock border in flowerbeds. Trimming, cleaning and shaping shrubs.

## Reference #2

Client: Southdown Community Association

City: Pearland State: Texas

Contact Person: Ricki A. Willoughby, HIA, MHP Title: President

Phone Number: 832-212-0950

Project Begin & End Date: December 1, 2024 through November 30, 2025

Project Budget: \$56,700.00 Annually

Services Provided: Mowing, lawn care, landscaping and irrigation services. Southdown Neighborhood.

## Reference #3

Client: Spring Meadow HOA

City: Pearland State: Texas

Contact Person: Steve Rudenko Title: President

Phone Number: 281-660-1589

Project Begin & End Date: **(A)**- October 24-25, 2024 **(B)** - March 20-22, 2025

Project Budget: \$21,455.85

Services Provided: Clearing out and hauling off brush, trash, old fences and debris from the ground, removal of 4 fallen trees, trimming of 36 trees. Spring Meadow community easement.



# Project Photographs

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## Reference #1: City of Deer Park A,B,C



Southdown Community Association  
2700 Lambeth  
Pearland, TX 77584

July 21, 2025

To Whom It May Concern:

I am pleased to provide a reference for Murphy's Home Services and Brent Fortner. Murphy's Home Services has been the landscape contractor for the Southdown subdivision in Pearland, Texas for several months now.

During that time, Murphy's Home Services has been diligent in meeting the needs of the community as well as identifying and recommending improvements to the community amenities and providing additional services with reasonable pricing.

Please give consideration to engaging Murphy's Home Services to fulfill your community's service needs.

Sincerely,



Ricki A. Willoughby, HIA, MHP

President

Southdown Community Association

Board of Directors



**Steve Rudenko**

President, Spring Meadow HOA

Pearland, TX

srudenko@gmail.com | 281-660-1589

**July 14, 2025**

City of Deer Park

Deer Park, TX

To Whom It May Concern,

I am writing this letter to offer my full recommendation for *Murphy's Home Service*, owned and operated by Brent Fortner. I have personally used Murphy's Home Service at my residence for many years and have always been impressed with the quality of their work and the professionalism Brent brings to every job.

As the president of our neighborhood HOA, I have also worked with Brent and his team on several landscaping cleanup and clearing projects throughout our community. Each time, the results have been outstanding. Brent is not only a skilled landscaper, but also a dependable and responsive business owner who is extremely easy to work with.

What truly sets Murphy's Home Service apart is the pride they take in their work and their attention to detail. Brent provides clear communication and detailed updates before, during, and after each project, which creates confidence and peace of mind for the customer. Whether it's a small residential job or a larger HOA cleanup effort, Brent delivers consistently excellent results.

I wholeheartedly recommend Murphy's Home Service for any landscaping needs the City of Deer Park may be considering. If you have any questions or would like to speak further about my experiences, please feel free to contact me at srudenko@gmail.com or 281-660-1589.

Sincerely,

**Steve Rudenko**

President, Spring Meadow HOA

Pearland, TX

## Recommendation of Murphy's Home Service.

The Autumn Lake POA has used Murphy's Home Service for several projects in subdivision. First was a tree trimming project at one entrance of the subdivision. The pricing was fair, the work was completed safely, and after job cleanup was performed.

Murphy's Home Service was awarded another project this year. The flower bed renovation at one entrance. Flower beds were cleared, new plants and flowers installed, and area was mulched.

The project was started and completed on schedule. Communications were excellent and post job follow-up was performed to verify all expectations were met or exceeded.

We will continue to utilize Murphy's Home Service for projects. Also we will include them when the 2026 Autumn Lake Subdivision Landscape contract is sent out to vendors in October.

Autumn Lake HOA is a self managed HOA. We released our management company at the end of 2022. The Board of Directors awards all contracts and projects since becoming self managed.

George Tomlinson

President Autumn Lake HOA

George.tomlinson@sbcglobal.net

(281)-782-0961



## PROOF OF INSURABILITY

### Section 1: To Be Completed by Insurance Agent / Broker

I, the undersigned Agent/Broker, reviewed the insurance requirement. If the proposer listed below is awarded a contract with the City of Deer Park for this Request for Proposal, I will furnish the City, within 15-calendar days of notification of award, an insurance certificate and declaration page with endorsements to show that all insurance requirement have been met, including naming the City of Deer Park as additional insured.

Agent's Name: MADDOX INSURANCE GROUP LLC.

Agency Name: MARC MADDOX ALLSTATE INS.

Agency Address: 10077 Grogans Mill Rd, The Woodlands, TX 77380

Phone No: 281-367-8200 Email Address: mhoffman1@allstate.com

Proposer's Company Name: Murphy's Home Service

Proposer's Owner Name: Brent L. Fortner

Name of Request for Proposal: Landscape and Mowing Maintenance Services

Agent/Broker's Signature: Michelle Hoffman Date: 7/24/25

### Section 2: To Be Completed by Proposer

If the above fifteen-day requirement is not met, the City of Deer Park has the right to reject this proposal and go with the next favorable proposal. Questions concerning these requirements, and request for exceptions, must be submitted by the date included in the Proposer's instructions.

By submitting a proposal, and signing below, I affirm the following: I am award of all cost to provide the required insurance, will do so pending contract award, and will provide a valid insurance certificate meeting the indemnification statement listed in the insurance requirements, on the following pages.

Proposer's Printed Name: Brent L. Fortner

Proposer's Company Name: Murphy's Home Service

Proposer's Signature: Brent L. Fortner Date: 07/24/2025

## INDEMINFICATION BY CONTRACTOR

The contractor agrees to defend, indemnify, and hold harmless the City of Deer Park, its officers, agents, employees, appointees and volunteers against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by contractor's breach of any of the terms or provisions of this contract, or by any negligent or strictly liable act or omission of contractor, its officers, agents, employees, or subcontractors, in the performance of this contract; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of the City, its officers, agents or employees, and in the event of joint and concurrent negligence or fault of contractor and City, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without 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 paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

Contractor further agrees to defend, at its own expense, and on behalf of City and in the name of City, any claim or litigation brought in connection with any such injury, death, or damage.

The liability that is assumed by Contractor under the terms of this paragraph shall not exceed the sum of the required amount of liability coverage to be carried by the Contractor under this contract.

Company Name: Murphy's Home Service

Company Representative Name (Printed): Brent L. Fortner

Title of Representative: Owner

Representative Signature: Brent L. Fortner

Date: 07/24/2025



# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

## OFFICE USE ONLY

Date Received

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

Murphy's Home Service

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

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

Name of Officer

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

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

☐ Yes

☒ No

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

☐ Yes

☒ No

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

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

7 Brent L. Fortner  
Signature of vendor doing business with the governmental entity

07/24/2025

Date

# STANDARD CONTRACT AND ACKNOWLEDGMENT

**STATE OF TEXAS**

**COUNTY OF HARRIS § KNOW ALL PERSONS BY THESE PRESENTS:**

**CITY OF DEER PARK**

I.

Conditioned upon Proposer being awarded by the Deer Park City Council, or award being made administratively, the solicited items set out in this Request for Proposal and upon order of the City of Deer Park, Texas, a municipal corporation located in Harris County, Texas and incorporated as a home rule city under the Constitution of the State of Texas ("City"), Proposer does hereby agree to furnish and/or deliver to City in accordance with the terms of Proposer's submitted Proposal and the Specifications in above referenced Request for Proposal, the services listed as awarded to Proposer in the Deer Park City Council resolution awarding such services, or listed in the Administrative Award. Execution of said Resolution or Administrative Award shall evidence City's acceptance of this contract.

II.

City agrees to pay Proposer for services at the unit price listed upon the Proposal Page and Specifications or at the negotiated rate determined by the Proposer's proposal and any subsequent modifications agreed to by both Proposer and the City, with payment being subject to any discount terms stated or agreed upon, and subject to any payment terms contained elsewhere within the solicitation documents, this contract and its attachments. Any purchase of services so that the cumulative total of payments under this contract exceeds the amount authorized in the City Council Resolution awarding proposal to Proposer may require additional authorization.

III.

It is understood that the following documents, to wit: the Notice to Proposers, the Standard Terms and Conditions, the General Instructions to Proposers, the Special Instructions to Proposers, the Specifications, the Proposal Page or Proposal, and the Summary Response Page are hereby made a part and parcel of this contract and incorporated herein for all purposes.

IV.

The date of any payment, whether net or gross, shall be determined by calculating the number of days after receipt of invoices from Proposer, or after reasonable verification as to the requirements specified, whichever is later.

V.

Venue of any court action brought directly or indirectly by reason of this contract shall be in Harris County, Texas. This contract is made and is to be performed in Harris County, Texas.

VI.

If Proposer fails in any manner to fully perform each and all of the terms, conditions and covenants of this contract, he shall be in default and notice of default shall be given to Proposer by the Purchasing Agent of the City. In the event that Proposer continues in default for a period of seven (7)

days after receipt of the above-mentioned notice of default, City may terminate or cancel this contract or at its option may purchase similar services on the open market and recover from Proposer any difference in price thereof.

Signed this 24 day of July, 2025.

Signature: Brent L. Fortner

Name: Brent L. Fortner

Title: Owner

Company Name: Murphy's Home Service



STANDARD CONTRACT FOR SERVICES

STATE OF TEXAS  
COUNTY OF HARRIS

THIS AGREEMENT, made and entered into on this 24th day of July, 2025, by and between The City of Deer Park, of the County of Harris and the State of Texas, acting through It's Mayor, Jerry Mouton, thereunto duly authorized so to do, Party of the First Part, hereinafter termed OWNER, and Brent L. Fortner of Murphy's Home Service and County of Brazoria and State of Texas, Party of the Second Part, hereinafter termed CONTRACTOR.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Party of the First Part (OWNER), the said Party of the Second Part (CONTRACTOR), hereby agrees with the said Party of the First Part (OWNER) to commence and complete the services of certain services described as follows:

Landscape and Mowing Maintenance Services

and all extra work in connection therewith, under the terms as stated in the General Conditions of the Agreement and at his (or their) own proper cost and expense to furnish all the materials, and supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said services, in accordance with the conditions and prices stated in the Proposal attached hereto, printed or written explanatory matter thereof, and the Specifications and addenda thereof, as prepared by the City of Deer Park, herein entitled the OWNER, each of which has been identified by the CONTRACTOR and the OWNER, together with the CONTRACTOR'S written Proposal, the General Conditions of the Agreement, all of which are made a part hereof and collectively evidence and constitute the entire contract.

The OWNER agrees to pay the CONTRACTOR in current funds the price or prices shown in the proposal, which forms a part of this contract.

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in the year and day first above written.

The City of Deer Park  
Party of the First Part  
(OWNER)  
  
By: \_\_\_\_\_  
Mayor Jerry Mouton, Jr.

Murphy's Home Service  
Party of the Second Part  
(CONTRACTOR)  
  
By: Brent L. Fortner  
Brent L. Fortner

DRAFT  
DO NOT SIGN

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

**City of Deer Park**  
**Certification of No Boycott of Israel Form**


This certification form is required by the Texas Government Code Section 2270.002. This form must be attached to all contracts or agreements for goods or services provided to the City of Deer Park.

Texas Government Code Section 808.001 specifies the following:

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

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

By entering into this contract or agreement, the company certifies and verifies that it (i) does not boycott Israel, and (ii) will not boycott Israel during the term of this contract or agreement with the City of Deer Park.

Vendor (Contractor/Company)	Murphy's Home Service
Street Address	1131 E. Brompton Dr.
City / State / Zip	Pearland TX 77584
Telephone Number	832-272-6969
Authorized Representative	
	Signature
	Brent L. Fortner
	Printed Name / Title
	07/24/2025
	Date

Revised: 06/01/18



# Operational Plan

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## Area “A” Surface Water Treatment Plant (18.5 acres) 2117 East X Street, Deer Park, TX 77536.

### **Staff:**

- 2 Crew Leaders
- 5 uniformed field technicians and equipment operators
- 1 Chemical Applicator (if necessary)

### **Equipment:**

- (1) 72” Kubota zero turn mower (w/ mulching kit)
- (3) 48” Kubota Zero-turn mowers (w/ mulching kits)
- (1) 36” Ferris Zero-turn mower (w/ mulching kit)
- (5) Stihl String trimmers
- (3) Stihl Blade Edgers
- (4) Stihl Back Pack blowers
- (2) Tow sprayers (if necessary)
- (1) Utility trailer with mounted water tank (if necessary)
- (3) Utility trailers (20ft, 13.5ft and 8ft long)
- (1) 8ft x 20ft Gooseneck Dump Trailer (if necessary)
- (2) Company Trucks with proper signage and cones for work zone safety

### **Time Frame for completion:**

9.5 hours.

### **Additional comments:**

For this area, the use of a tractor was not considered, as clarified in the Pre-Proposal Meeting, where the City specified a preference for a finish cut over a rough cut.

See services that will be performed on this location: Table of Services by Location, page No.25.

Mowing service includes the perimeter of the lagoons as well the area between the lagoons and fence line. Weed eating service includes trimming along the inside of the entire fence line.

## Area “B” Coy Street Water Well Site (1 acre) 2702 Coy Drive, Deer Park, TX 77536.

### **Staff:**

- 2 Crew Leaders
- 5 uniformed field technicians and equipment operators
- 1 Chemical Applicator (if necessary)

### **Equipment:**

- (1) 72” Kubota zero turn mower (w/ mulching kit)
- (3) 48” Kubota Zero-turn mowers (w/ mulching kits)
- (1) 36” Ferris Zero-turn mower (w/ mulching kit)
- (5) Stihl String trimmers
- (3) Stihl Blade Edgers
- (4) Stihl Back Pack blowers

- (2) Tow sprayers (if necessary)
- (1) Utility trailer with mounted water tank (if necessary)
- (3) Utility trailers (20ft, 13.5ft and 8ft long)
- (1) 8ft x 20ft Gooseneck Dump Trailer (if necessary)
- (2) Company Trucks with proper signage and cones for work zone safety

**Time Frame for completion:**

90 minutes.

**Additional comments:**

See services that will be performed on this location: Table of Services by Location, page No.25.

The weed eating service includes trimming within the gated area and along the entire fence line, both inside and outside.

**Area “C” P Street Water Well Site (1/2 acre) 427 East P Street, Deer Park, TX 77536.**

**Staff:**

- 2 Crew Leaders
- 5 uniformed field technicians and equipment operators
- 1 Chemical Applicator (if necessary)

**Equipment:**

- (1) 72” Kubota zero turn mower (w/ mulching kit)
- (3) 48” Kubota Zero-turn mowers (w/ mulching kits)
- (1) 36” Ferris Zero-turn mower (w/ mulching kit)
- (5) Stihl String trimmers
- (3) Stihl Blade Edgers
- (4) Stihl Back Pack blowers
- (2) Tow sprayers (if necessary)
- (1) Utility trailer with mounted water tank (if necessary)
- (3) Utility trailers (20ft, 13.5ft and 8ft long)
- (1) 8ft x 20ft Gooseneck Dump Trailer (if necessary)
- (2) Company Trucks with proper signage and cones for work zone safety

**Time Frame for completion:**

1 hour.

**Additional comments:**

See services that will be performed on this location: Table of Services by Location, page No.25.

Services at this location will be performed exclusively within the gated area.

**Area “D” Pasadena Blvd. Water Well Site (1 acre) 2701 E. Pasadena Blvd, Deer Park, TX 77536.**

**Staff:**

- 2 Crew Leaders
- 5 uniformed field technicians and equipment operators
- 1 Chemical Applicator (if necessary)

**Equipment:**

- (1) 72” Kubota zero turn mower (w/ mulching kit)
- (3) 48” Kubota Zero-turn mowers (w/ mulching kits)
- (1) 36” Ferris Zero-turn mower (w/ mulching kit)
- (5) Stihl String trimmers
- (3) Stihl Blade Edgers
- (4) Stihl Back Pack blowers
- (2) Tow sprayers (if necessary)
- (1) Utility trailer with mounted water tank (if necessary)
- (3) Utility trailers (20ft, 13.5ft and 8ft long)
- (1) 8ft x 20ft Gooseneck Dump Trailer (if necessary)
- (2) Company Trucks with proper signage and cones for work zone safety

**Time Frame for completion:**

90 minutes.

**Additional comments:**

See services that will be performed on this location: Table of Services by Location, page No.25.  
Services at this location will be performed exclusively within the gated area.

**Area “E” Avon Elevated Water Storage Tank Site (1/3 acre) 715 Avon Street, Deer Park, TX 77536.**

**Staff:**

- 2 Crew Leaders
- 5 uniformed field technicians and equipment operators
- 1 Chemical Applicator (if necessary)

**Equipment:**

- (1) 72” Kubota zero turn mower (w/ mulching kit)
- (3) 48” Kubota Zero-turn mowers (w/ mulching kits)
- (1) 36” Ferris Zero-turn mower (w/ mulching kit)
- (5) Stihl String trimmers
- (3) Stihl Blade Edgers
- (4) Stihl Back Pack blowers
- (2) Tow sprayers (if necessary)
- (1) Utility trailer with mounted water tank (if necessary)
- (3) Utility trailers (20ft, 13.5ft and 8ft long)
- (1) 8ft x 20ft Gooseneck Dump Trailer (if necessary)
- (2) Company Trucks with proper signage and cones for work zone safety

**Time Frame for completion:**

1 hour.

**Additional comments:**

See services that will be performed on this location: Table of Services by Location, page No.25.

Services at this location will be performed exclusively within the gated area. Edging and blowing services will include the new concrete driveway scheduled for installation in 2026.

**Area "F" Sanitary Sewer Lift Station (1/4 acre) Northeast corner of East Blvd. and E. 13<sup>th</sup> Street, Deer Park, TX 77536.****Area "G" Lift Station #22 (0.15 acres) 3901 East Blvd, Deer Park, TX 77536.****Staff:**

- 2 Crew Leaders
- 5 uniformed field technicians and equipment operators
- 1 Chemical Applicator (if necessary)

**Equipment:**

- (1) 72" Kubota zero turn mower (w/ mulching kit)
- (3) 48" Kubota Zero-turn mowers (w/ mulching kits)
- (1) 36" Ferris Zero-turn mower (w/ mulching kit)
- (5) Stihl String trimmers
- (3) Stihl Blade Edgers
- (4) Stihl Back Pack blowers
- (2) Tow sprayers (if necessary)
- (1) Utility trailer with mounted water tank (if necessary)
- (3) Utility trailers (20ft, 13.5ft and 8ft long)
- (1) 8ft x 20ft Gooseneck Dump Trailer (if necessary)
- (2) Company Trucks with proper signage and cones for work zone safety

**Time Frame for completion:**

2 hours.

**Additional comments:**

See services that will be performed on this location: Table of Services by Location, page No.25.

Services at this location will include areas within the gated area and landscaped beds (plants and shrubs) outside the fenced area.

**Alternate Area #2 Sanitary Sewer Lift Station 715 Avon Street, Deer Park, TX 77536.****Staff:**

- 2 Crew Leaders
- 5 uniformed field technicians and equipment operators
- 1 Chemical Applicator (if necessary)

**Equipment:**

- (1) 72" Kubota zero turn mower (w/ mulching kit)
- (3) 48" Kubota Zero-turn mowers (w/ mulching kits)
- (1) 36" Ferris Zero-turn mower (w/ mulching kit)
- (5) Stihl String trimmers
- (3) Stihl Blade Edgers
- (4) Stihl Back Pack blowers
- (2) Tow sprayers (if necessary)
- (1) Utility trailer with mounted water tank (if necessary)
- (3) Utility trailers (20ft, 13.5ft and 8ft long)
- (1) 8ft x 20ft Gooseneck Dump Trailer (if necessary)
- (2) Company Trucks with proper signage and cones for work zone safety

**Time Frame for completion:**

1 hour.

**Additional comments:**

See services that will be performed on this location: Table of Services by Location, page No.25.

**Table of Services by location**

Services per Visit	Designated Landscape and Mowing Areas								
	"A" Surface Water Treatment Plant	"B" Coy Street Water Well Site	"C" P Street Water Well Site	"D" Pasadena Blvd. Well Site	"E" Avon Elevated Water Storage Tank Site	"F" Lift Station #32	"G" Lift Station #22	"H" Excluded via Add #1	"I" Alternate #2, Lift Station #17
Lawn Monitoring	X	X	X	X	X	X	X	-	
Debris and litter removal	X	X	X	X	X	X	X	-	X
Mowing	X	X	X	X	X	X	X	-	
Weed Eating and Trimming	X	X	X	X	X	X	X	-	X
Edging and Blowing	X	X	X	X	X	X	X	-	X
Hardscape Weed Control	X	X	X	X	X	X	X	-	X
Tree, Shrub and Plant Monitoring	X					X	X	-	X
Shrub, Plant and Tree maintenance	X					X	X	-	X
Beds Maintenance and Weed Control	X					X	X	-	X
Lawn/Beds/Shrub Fertilization and Pre-emergent Service	X	X	X	X	X	X	X	-	X
Weed Control	X	X	X	X	X	X	X	-	X
<b>Seasonal Services</b>									
Spring Cultivate Service	X					X	X	-	X
Plant and Shrub Replacement	X					X	X	-	X
Seasonal Mulch Installation	X					X	X	-	X
Leaf Removal	X	X	X	X	X	X	X	-	X