

## SERVICE AGREEMENT NO. 4605

### Mowing for Storm Water and Street Right of Way

THIS **Mowing for Storm Water and Street Right of Way Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and 2Chainz Brush Clearing LLC ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Contractor has bid to provide Mowing for Storm Water and Street Right of Way in response to Request for Bid/Proposal No. 4605 ("RFB/RFP"), which RFB/RFP includes the required scope of work and all specifications and which RFB/RFP and the Contractor's bid or proposal response, as applicable, are incorporated by reference in this Agreement as Exhibits 1 and 2, respectively, as if each were fully set out here in its entirety.

NOW, THEREFORE, City and Contractor agree as follows:

**1. Scope.** Contractor will provide Mowing for Storm Water and Street Right of Way ("Services") in accordance with the attached Scope of Work, as shown in Attachment A, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety, and in accordance with Exhibit 2.

**2. Term.**

(A) The Term of this Agreement is three years beginning on the date provided in the Notice to Proceed from the Contract Administrator or the City's Procurement Division. The parties may mutually extend the term of this Agreement for up to two additional one-year periods ("Option Period(s)"), provided, the parties do so in writing prior to the expiration of the original term or the then-current Option Period.

(B) At the end of the Term of this Agreement or the final Option Period, the Agreement may, at the request of the City prior to expiration of the Term or final Option Period, continue on a month-to-month basis for up to six months with compensation set based on the amount listed in Attachment B for the Term or the final Option Period. The Contractor may opt out of this continuing term by providing notice to the City at least 30 days prior to the expiration of the Term or final Option Period. During the month-to-month term, either Party may terminate the Agreement upon 30 days' written notice to the other Party.

**3. Compensation and Payment.** This Agreement is for an amount not to exceed \$1,314,325.08, subject to approved extensions and changes. Payment will be

made for Services performed and accepted by the City within 30 days of acceptance, subject to receipt of an acceptable invoice. All pricing must be in accordance with the attached Bid/Pricing Schedule, as shown in Attachment B, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety. Any amount not expended during the initial term or any option period may, at the City's discretion, be allocated for use in the next Option Period.

Invoices must be mailed to the following address with a copy provided to the Contract Administrator:

City of Corpus Christi  
Attn: Accounts Payable  
P.O. Box 9277  
Corpus Christi, Texas 78469-9277

- 4. Contract Administrator.** The Contract Administrator designated by the City is responsible for approval of all phases of performance and operations under this Agreement, including deductions for non-performance and authorizations for payment. The City's Contract Administrator for this Agreement is as follows:

Name: Pat Aubert  
Department: Public Works  
Phone: 361-826-1699  
Email: PatriceA@cctexas.com

**5. Insurance; Bonds.**

(A) Before performance can begin under this Agreement, the Contractor must deliver a certificate of insurance ("COI"), as proof of the required insurance coverages, to the City's Risk Manager and the Contract Administrator. Additionally, the COI must state that the City will be given at least 30 days' advance written notice of cancellation, material change in coverage, or intent not to renew any of the policies. The City must be named as an additional insured. The City Attorney must be given copies of all insurance policies within 10 days of the City Manager's written request. Insurance requirements are as stated in Attachment C, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety.

(B) In the event that a payment bond, a performance bond, or both, are required of the Contractor to be provided to the City under this Agreement before performance can commence, the terms, conditions, and amounts required in the bonds and appropriate surety information are as included in the RFB/RFP or as may be added to Attachment C, and such content is incorporated here in this

Agreement by reference as if each bond's terms, conditions, and amounts were fully set out here in its entirety.

- 6. Purchase Release Order.** For multiple-release purchases of Services to be provided by the Contractor over a period of time, the City will exercise its right to specify time, place and quantity of Services to be delivered in the following manner: any City department or division may send to Contractor a purchase release order signed by an authorized agent of the department or division. The purchase release order must refer to this Agreement, and Services will not be rendered until the Contractor receives the signed purchase release order.
- 7. Inspection and Acceptance.** City may inspect all Services and products supplied before acceptance. Any Services or products that are provided but not accepted by the City must be corrected or re-worked immediately at no charge to the City. If immediate correction or re-working at no charge cannot be made by the Contractor, a replacement service may be procured by the City on the open market and any costs incurred, including additional costs over the item's bid/proposal price, must be paid by the Contractor within 30 days of receipt of City's invoice.
- 8. Warranty.**

  - (A) The Contractor warrants that all products supplied under this Agreement are new, quality items that are free from defects, fit for their intended purpose, and of good material and workmanship. The Contractor warrants that it has clear title to the products and that the products are free of liens or encumbrances.
  - (B) In addition, the products purchased under this Agreement shall be warranted by the Contractor or, if indicated in Attachment D by the manufacturer, for the period stated in Attachment D. Attachment D is attached to this Agreement and is incorporated by reference into this Agreement as if fully set out here in its entirety.
  - (C) Contractor warrants that all Services will be performed in accordance with the standard of care used by similarly situated contractors performing similar services.
- 9. Quality/Quantity Adjustments.** Any Service quantities indicated on the Bid/Pricing Schedule are estimates only and do not obligate the City to order or accept more than the City's actual requirements nor do the estimates restrict the City from ordering less than its actual needs during the term of the Agreement and including any Option Period. Substitutions and deviations from the City's product requirements or specifications are prohibited without the prior written approval of the Contract Administrator.

- 10. Non-Appropriation.** The continuation of this Agreement after the close of any fiscal year of the City, which fiscal year ends on September 30<sup>th</sup> annually, is subject to appropriations and budget approval specifically covering this Agreement as an expenditure in said budget, and it is within the sole discretion of the City's City Council to determine whether or not to fund this Agreement. The City does not represent that this budget item will be adopted, as said determination is within the City Council's sole discretion when adopting each budget.
- 11. Independent Contractor.** Contractor will perform the work required by this Agreement as an independent contractor and will furnish such Services in its own manner and method, and under no circumstances or conditions will any agent, servant or employee of the Contractor be considered an employee of the City.
- 12. Subcontractors.** In performing the Services, the Contractor will not enter into subcontracts or utilize the services of subcontractors.
- 13. Amendments.** This Agreement may be amended or modified only in writing executed by authorized representatives of both parties.
- 14. Waiver.** No waiver by either party of any breach of any term or condition of this Agreement waives any subsequent breach of the same.
- 15. Taxes.** The Contractor covenants to pay payroll taxes, Medicare taxes, FICA taxes, unemployment taxes and all other applicable taxes. Upon request, the City Manager shall be provided proof of payment of these taxes within 15 days of such request.
- 16. Notice.** Any notice required under this Agreement must be given by fax, hand delivery, or certified mail, postage prepaid, and is deemed received on the day faxed or hand-delivered or on the third day after postmark if sent by certified mail. Notice must be sent as follows:

**IF TO CITY:**

City of Corpus Christi  
Attn: Pat Aubert  
Title: Work Coordinator  
Address: 2525 Hygeia St., Corpus Christi, Texas 78415  
Phone: 361-826-1699  
Fax: 361-826-1627

**IF TO CONTRACTOR:**

2Chainz Brush Clearing LLC  
Attn: Joe Chaney  
Title: Owner  
Address: 8263 Leopard St., Corpus Christi, Texas 78409  
Phone: 361-920-1383

Fax: N/A

**17. CONTRACTOR SHALL FULLY INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY OF CORPUS CHRISTI AND ITS OFFICERS, EMPLOYEES AND AGENTS ("INDEMNITEES") FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, CLAIMS, DEMANDS, SUITS, AND CAUSES OF ACTION OF WHATEVER NATURE, CHARACTER, OR DESCRIPTION ON ACCOUNT OF PERSONAL INJURIES, PROPERTY LOSS, OR DAMAGE, OR ANY OTHER KIND OF INJURY, LOSS, OR DAMAGE, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, ATTORNEYS' FEES AND EXPERT WITNESS FEES, WHICH ARISE OR ARE CLAIMED TO ARISE OUT OF OR IN CONNECTION WITH A BREACH OF THIS AGREEMENT OR THE PERFORMANCE OF THIS AGREEMENT BY THE CONTRACTOR OR RESULTS FROM THE NEGLIGENT ACT, OMISSION, MISCONDUCT, OR FAULT OF THE CONTRACTOR OR ITS EMPLOYEES OR AGENTS. CONTRACTOR MUST, AT ITS OWN EXPENSE, INVESTIGATE ALL CLAIMS AND DEMANDS, ATTEND TO THEIR SETTLEMENT OR OTHER DISPOSITION, DEFEND ALL ACTIONS BASED THEREON WITH COUNSEL SATISFACTORY TO THE CITY ATTORNEY, AND PAY ALL CHARGES OF ATTORNEYS AND ALL OTHER COSTS AND EXPENSES OF ANY KIND ARISING OR RESULTING FROM ANY SAID LIABILITY, DAMAGE, LOSS, CLAIMS, DEMANDS, SUITS, OR ACTIONS. THE INDEMNIFICATION OBLIGATIONS OF CONTRACTOR UNDER THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.**

**18. Termination.**

(A) The City may terminate this Agreement for Contractor's failure to comply with any of the terms of this Agreement. The City must give the Contractor written notice of the breach and set out a reasonable opportunity to cure. If the Contractor has not cured within the cure period, the City may terminate this Agreement immediately thereafter.

(B) Alternatively, the City may terminate this Agreement for convenience upon 30 days advance written notice to the Contractor. The City may also terminate this Agreement upon 24 hours written notice to the Contractor for failure to pay or provide proof of payment of taxes as set out in this Agreement.

**19. Owner's Manual and Preventative Maintenance.** Contractor agrees to provide a copy of the owner's manual and/or preventative maintenance guidelines or instructions if available for any equipment purchased by the City pursuant to this Agreement. Contractor must provide such documentation upon delivery of such equipment and prior to receipt of the final payment by the City.

- 20. Limitation of Liability.** The City's maximum liability under this Agreement is limited to the total amount of compensation listed in Section 3 of this Agreement. In no event shall the City be liable for incidental, consequential or special damages.
- 21. Assignment.** No assignment of this Agreement by the Contractor, or of any right or interest contained herein, is effective unless the City Manager first gives written consent to such assignment. The performance of this Agreement by the Contractor is of the essence of this Agreement, and the City Manager's right to withhold consent to such assignment is within the sole discretion of the City Manager on any ground whatsoever.
- 22. Severability.** Each provision of this Agreement is considered to be severable and, if, for any reason, any provision or part of this Agreement is determined to be invalid and contrary to applicable law, such invalidity shall not impair the operation of nor affect those portions of this Agreement that are valid, but this Agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision or part had been omitted.
- 23. Order of Precedence.** In the event of any conflicts or inconsistencies between this Agreement, its attachments, and exhibits, such conflicts and inconsistencies will be resolved by reference to the documents in the following order of priority:
- A. this Agreement (excluding attachments and exhibits);
  - B. its attachments;
  - C. the bid solicitation document including any addenda (Exhibit 1); then,
  - D. the Contractor's bid response (Exhibit 2).
- 24. Certificate of Interested Parties.** Contractor agrees to comply with Texas Government Code Section 2252.908, as it may be amended, and to complete Form 1295 "Certificate of Interested Parties" as part of this Agreement if required by said statute.
- 25. Governing Law.** Contractor agrees to comply with all federal, Texas, and City laws in the performance of this Agreement. The applicable law for any legal disputes arising out of this Agreement is the law of the State of Texas, and such form and venue for such disputes is the appropriate district, county, or justice court in and for Nueces County, Texas.
- 26. Public Information Act Requirements.** This paragraph applies only to agreements that have a stated expenditure of at least \$1,000,000 or that result in the expenditure of at least \$1,000,000 by the City. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the Contractor agrees that the contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

**27. Entire Agreement.** This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes all prior negotiations, arrangements, agreements and understandings, either oral or written, between the parties.

**CONTRACTOR**

DocuSigned by:  
Signature:  \_\_\_\_\_  
0A32A520F7BF40F...

Printed Name: JOE CHANEY

Title: Owner

Date: 3/22/2023

**CITY OF CORPUS CHRISTI**

\_\_\_\_\_  
Josh Chronley  
Assistant Director of Finance - Procurement

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

**Attached and Incorporated by Reference:**

- Attachment A: Scope of Work
- Attachment B: Bid/Pricing Schedule
- Attachment C: Insurance and Bond Requirements
- Attachment D: Warranty Requirements

**Incorporated by Reference Only:**

- Exhibit 1: RFB/RFP No. 4605
- Exhibit 2: Contractor's Bid/Proposal Response

## **Section 4 - Scope of Work**

### **General Requirements/Background Information**

The Contractor shall provide complete mowing services for street right of way and drainage collections system, including all reasonable and necessary labor, supervision, equipment, and supplies to keep contracted areas properly maintained. Grounds at each site are always to be safe and presentable. The Contractor and all related employees shall attend an orientation prior to the term of the contract and each extension at the following location:

Public Works  
2525 Hygeia St.  
Corpus Christi, Texas 78415

### **Scope of Work**

Provide complete grounds and maintenance including litter and debris removal, mowing, and trimming.

#### A. Prep/Post Work

1. Prior to each operation, the Contractor shall remove all litter and debris, including paper, cans, bottles, bags, grass clippings, accumulated leaves, palm fronds, and other tree litter including tree limbs from the identified locations. Including, but not limited to, fence lines, sidewalks, trees, shrubs, groundcover beds, all curbs and gutters, and other hard surfaces within the identified location. Special attention shall be given to ensure the removal of objects, which may cause injury, if thrown from equipment.
2. After operations, the Contractor shall remove any visible trash and debris that were cut up during the process. The Contractor shall not dispose of any trash or debris into dumpsters located on City property. The trash and debris must be removed from City property and disposed of in accordance with all City ordinances. All trash and litter shall be disposed of properly at the Contractor's expense. However, if the debris is too large to haul, the Contractor shall pile the debris, take a picture, and email the picture and location to the Planner Scheduler, prior to leaving the location.
3. Contractor is required to cover/tarp debris while transporting for disposal and while moving from site to site. Should the Contractor dispose of the litter and debris at an illegal dumpsite, it is grounds for termination of this agreement.

B. Mowing and Trimming

1. Turf shall be mowed to a height of 5 inches using required equipment such as slope or bat -wing mower. If any mowing is to be omitted or delayed, it shall be omitted or delayed only at the discretion of the Planner Scheduler. Mowing cycles must be completed according to the cycle description indicated below.
2. Cycles Description – 12 cycles a year Street Right of Way  
4 cycles a year Ditch Right of Way
3. Mowing height to be measured with the mower on a flat, paved surface. A high quality of cut shall be provided using mowers with sharp cutting blades so not to tear, but cleanly cut, the blades of grass. Mowing shall be performed in a manner as not to damage trees, shrubs, plants, signs, or other obstructions.
4. String line trimmers shall not be used to mow or trim turf areas wider than 24 inches. Except in areas approved by the Planner Scheduler.
5. Mowing and trimming operations shall be performed in such a manner as to prevent the piling of excessive and unsightly grass clipping and leaves on lawns. The Contractor shall remove excessive clipping immediately following each mowing cycle prior to the work crew leaving the work site.
6. All resulting clipping and leaves shall be removed from any roadway, walkway, parking area, or any other hard surface including curbs and gutters and from plant beds, tree collars, etc.
7. Contractors shall perform all trimming for each cycle using herbicides, hand labor, or mechanical devices. Trimming shall include around all trees, shrubs, beds, fences, groundcovers, utilities, poles, buildings, obstacles, curbs, sidewalks, parking lots, concrete pads; including cracks, expansion joints, and edges of all exterior hard surfaces. Any vegetation not cut by the mowing operation located adjacent to, above, or hanging over the curb, must be trimmed each cycle. During each cycle, trimming shall be done in a manner to not damage trees, shrubs, fences, etc.
8. Contractor shall remove "sucker" growth at the base of trees before it reaches one foot in height. All materials and debris shall be removed before leaving work site.

C. Edging

The Contractor shall promptly remove all debris, including soil and trimmings for the area, sidewalks, and roadways after each edging operation prior to work crew leaving the work site.

## **Work Site and Conditions**

Provide a safe work site, while following all safety requirements.

- A. The work shall be performed at locations throughout the City as defined by group. See Exhibit 1.
- B. Contractor shall supply the city with a work schedule to indicate the normal starting and completion times for operations. The contractor shall provide landscaping and grounds maintenance only in appropriate months and in accordance with the city's cycle requirements. Changes in such work schedule must be approved by the City's Planner Scheduler.
- C. Work Hours: The Contractor will confine all operations to daylight hours. Monday through Friday, unless one of the days is a city designated holiday. Saturday and Sunday work will require approval from the Planner Scheduler.
- D. The Contractor may not store any equipment or tools on any site. After completion of work at each site, the contractor must remove all equipment, supplies, and materials from that site.
- E. Ozone Warning Days:
  - 1. No mowing will be done on the designated Ozone Action Days except in the case of a special event, emergency, or removing a liability. If mowing is necessary such a situation, mowing will be kept to a minimum. However, the Planner Scheduler will retain the right to determine and notify the Contractor of any such time.
  - 2. All push mowers, string line trimmers, riding mowers and other engines will not be used at all.
  - 3. Diesel powered mowing equipment will be allowed to operate on the second day of back-to-back Ozone Action Days, if equipment is labeled stating the type of the fuel used and the contractor has contacted the Planner Scheduler and received permission to proceed with the work.
  - 4. Equipment using reformulated gas will be allowed to operate on the third day of back-to-back Ozone Action Days if equipment is labeled stating the type of fuel used, and the contractor has contacted the Planner Scheduler and received permission to proceed with the work.
- F. Drought Stipulation:

The City intends on establishing a routine scheduled right-of-way mowing program which will control the growth of grass and weeds to an acceptable level. However, the lack of rainfall throughout the contract period may slow the growth of grass and weeds to a level which does not require mowing of the rights- of-way at the predetermined scheduled dates. In the event, a drought situation develops at any time throughout the contract period, the Planner Scheduler will direct the Contractor to either continue mowing,

mowing on a limited basis or suspend mowing altogether. Cycles which are canceled due to drought conditions will not be made up.

### **Contractor Quality Control and Superintendence**

The Contractor shall establish and maintain a complete Quality Control Program that is acceptable to the Contract Administrator to assure that the requirements of the Contract are provided as specified. The Contractor will also provide supervision of the work to insure it complies with the contract requirements.

### **Safety Requirements**

The Contractor shall always perform with all safety requirements for crew, public, and surroundings.

#### A. Public Safety and Convenience:

1. The safety of the public and the convenience of traffic shall be regarded as prime importance. All portions of streets shall be kept open to traffic. The Contractor shall coordinate all work with the Planner Scheduler and shall place warning signs in accordance with the current version of the Texas Manual on Uniform Traffic Control Devices. Signs, sign stands, safety flags, and all other safety materials or devices as well as safety vests will be required to protect the mowers and the traveling public and will be furnished by the replacement of these items as necessary. If at any time work is in progress, the traffic control devices do not accomplish the intended purpose due to weather or other conditions affecting the safe handling of traffic, the Contractor shall immediately make necessary changes thereto to correct the unsatisfactory conditions. These provisions for direction traffic will not be paid for directly but shall be subsidiary to the various bid of this contract.

#### B. Chemicals:

1. All products (chemicals) shall be kept in a properly labeled container and a Safety Data Sheet (SDS) kept on each item, in a clearly marked SDS notebook by the Contractor. The Contractor shall also supply a copy of all SDS sheets to the Planner Scheduler.

### **Equipment**

The Contractor shall ensure that all equipment is up to required safety standards.

- A. All Contractor's ground maintenance equipment must be equipped with safety devices which conform to manufacturer's standards and all applicable OSHA regulations to prevent damage to property. All equipment shall be approved by the Planner Scheduler, before and/or during the duration of the contract. The type of equipment required for the grounds maintenance shall be maximum cutting widths for rigid frame rotary mowers shall be 108 inches. Hinged or batwing mower cutting widths shall be approved by the Planner Scheduler. Slope mowers to have 72 inches cutting width and 28 foot or greater

cutting reach. All mowers shall be kept in good operating condition and shall be maintained to provide a clean sharp cut of vegetation at all times.

- B. Should the Contractor's equipment require service while at any location, the Contractor must notify the Planner Scheduler. The Contractor shall not permit any oil, grease, or lubricants to spill onto or to contaminate the soil. The Contractor shall be responsible for any clean up and disposal of contaminated soil in accordance with all Applicable City, State, and Federal Regulations.

**Security and Protection of Property**

The Contractor shall follow all security requirements and protect all property.

A. Security Requirements:

- 1. The Contractor shall maintain and abide by the security measures at all locations including locking gates when leaving the sites.
- 2. The Contractor shall not enter the buildings at any location for any reason without receiving prior approval from the Planner Scheduler.

B. Protection of Property:

- 1. The Contractor shall take proper measures to protect all property which might be damaged by Contractor's work hereunder, and in case of any damage resulting from any act or omission on the part of or on behalf of the Contractor. The Contractor shall restore at the Contractor's own expense the damaged property to a condition similar or equivalent to that existing before such damage was done or shall make good such damage in an acceptable manner.
- 2. All damages which are not repaired or compensated by the Contractor will be repaired or compensated by the city at the Contractor's expense. All expenses charged by the city for repair work or compensation shall be deducted from any monies owed to the Contractor.

**Notifications and Inspections**

The Contractor shall notify the Planner Scheduler on all inspections.

- A. Each Monday morning prior to 7:00 a.m., The Contractor shall email the Planner Scheduler indicating the locations and work being performed that week for approval. If the locations listed on the approved schedule were not mowed and the schedule requires modifications the revised schedule shall be submitted to the Planner Scheduler by 5:00 p.m. the day the location was missed. No work shall be done with proper, prior notification.
- B. A list of completed locations ready for inspections shall be emailed to the Planner Scheduler no later than 7:00 a.m. on the day to be inspected. When

a location is completed, the Planner Scheduler shall inspect the site and advise the Contractor of any discrepancies/rejections. If any property does not pass an inspection, The Contractor will have one working day to correct for credit. If the property is rejected a 2<sup>nd</sup> time, the Planner Scheduler will notify the Contractor and deduct 10% for unsatisfactory work from the invoice. If at any time, an area is not corrected, the Contractor will not be given any credit.

- C. The Contractor shall submit invoices only after a cycle is completed. All areas that have a 10% penalty for unsatisfactory work will have the 10% applied to the total of the invoice. For incomplete work, the invoice will be adjusted to reflect the properties missed based on the cost per acre from the invoice total.
- D. The City shall have the right to examine the supplies, materials, and equipment used by the Contractor at any time during the contract period or extension terms.
- E. The Contractor shall always provide a qualified supervisor on each crew while working under this contract. Each supervisor shall be authorized by the Contractor to accept and act upon all directives issued by the Planner Scheduler. Failure of the supervisor to act on said directives shall be enough cause to give notice that the Contractor is in default of the contract unless such directives would create potential person injury or safety hazards.
- F. Contractor shall promptly (same day) notify the Planner Scheduler of any broken or damaged irrigation systems and poor or inadequate irrigation patterns, holes, cave-ins, or depressions in turf grass, mulched areas, broken signs, watering schedules defects or hazards that impact quality of turf and/or landscaping.
- G. The Contractor shall be responsible for the replacement of any damages that may be damaged due to improper performance of designated maintenance activities. In such case, The Planner Scheduler shall specify when replacement is to be made. If the Contractor fails to replace the damaged property according to the Planner Scheduler, the Contractor agrees that the City may replace and reduce the Contractor's payment by the amount of cost and/or may result in termination of the contract.

## Exhibit 1

### Street Right of Way

ID	Street Name	Location	Acres
1	Bates Street	Flato to SPID	1.22
3	Bear Lane	SPID to Joe Mireuir Rd	8.45
4	Bush	SPID to Los Robles	3.00
6	Flato Road	Agnes (S.H. 44) to Bear Ln	5.06
7	Forrest Lane	NPID to Gibson	0.25
8	Greenwood	Saratoga to D/E	2.76
9	Hereford	Agnes (S.H. 44) to Leopard	2.69
10	Heinsohn Road	Agnes to Bear Lane	3.33
11	Holly Road	Greenwood to Los Robles	0.59
12	Leopard	Navigation to NPID	6.10
13	McBride	Leopard to Up River	3.64
14	Molina/Rockford Alley	West Point Rd. to D/E	2.67
15	McC Campbell	Agnes (S.H. 44) to Leopard	3.33
16	Navigation	Old Brownsville Rd to Up River	15.48
17	NPID	N. Bound - Bear Ln to Agnes	3.64
18	NPID	S. Bound - Gibson to Bear Ln	1.46
19	NPID	S. Bound- Leopard to Lexington	0.85
20	Old Brownsville Road	Post to Morgan	1.08
21	Old Brownsville Road	SPID to Saratoga	25.21
22	SPID	N. & S. - Greenwood to Bear Ln.	3.39
23	Talbert Road	Agnes (S.H. 440 to Pavement Ends)	2.09
24	Villa	Agnes (S.H. 44) to Baldwin	1.41
25	West Point Road	SPID to Old Brownsville Rd	4.01
26	Agnes (S.H. 44)	Gilliam to Rand Morgan	2.73
27	Alpine	Manning to N. Clarkwood Rd	4.88
28	Bearden	Suntide to Hunter Road	1.06
29	Benys Road	Leopard to Hampshire	0.62
30	Bockholt Road	Agnes (S.H. 44) to McGloin Rd	7.68
31	Bronco Road	Agnes (S.H. 44) to Sedwick	5.55
32	Chickery	Alpine to Dead-End	0.83
33	N. Clarkwood Road	Agnes (S.H. 44) to Up River Rd	14.60
34	S. Clarkwood Road	Agnes (S.H. 44) to City Limits	13.45
35	Commerce	Agnes (S.H. 44) to Eklund	1.38
36	Corn Products Road	IH 37 to Hopkins Road	10.41
37	Eklund	S. Clarkwood Rd to Commerce	0.69
38	Gilliam	Root to Alpine	0.34
39	Hopkins Road	Lexington Blvd. To Agnes (S.H. 44)	4.97

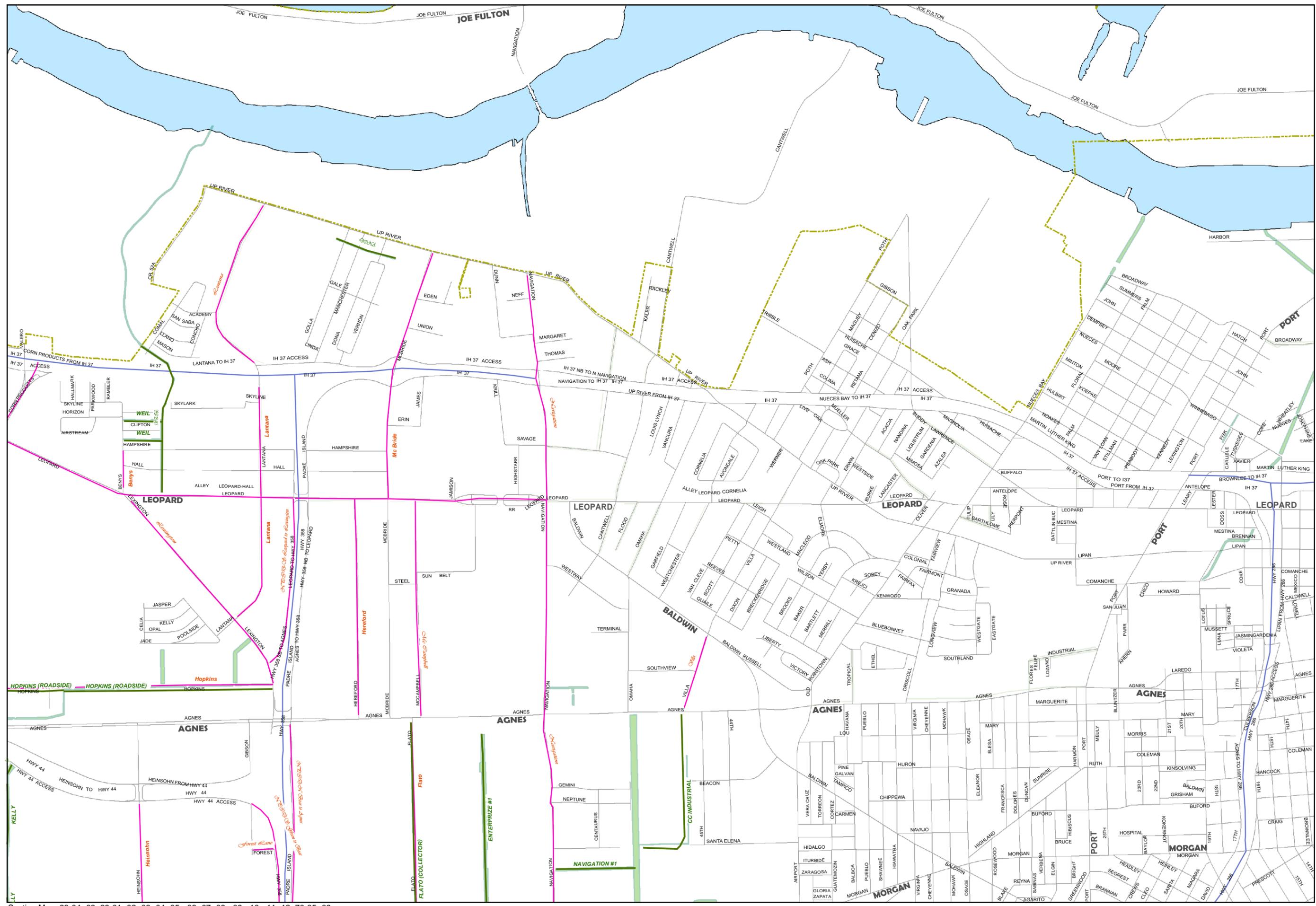
40	Hunter Road	Leopard to Up River Rd	2.94
41	Iris	S. Clarkwood to Commerce	0.90
42	Lantana	Lexington Blvd. to Up River Rd.	8.49
43	Leopard	NPID to Corn Products Rd	7.75
44	Leopard	Corn Products to Rand Morgan	42.34
45	Lexington Blvd.	Leopard to NPID	4.16
46	Manning	Agnes (S.H. 44) to Sedwick Road	5.36
47	McGloin Road	S. Clarkwood to City Limits(763)	10.00
48	Rhew Street	Sedwick to Bearden	3.02
49	Root	N. Clarkwood to Gilliam N. Side	0.13
50	Rusk Street	Agnes (S.H. 44) to D/E	0.41
51	Sedwick Road	South Minerals Rd to N. Clarkwood	9.31
52	South Minerals Road	Up River Road to Sedwick	6.29
53	Stillwell Lane	Leopard to End of Pavement	1.11
54	Suntide Road	Leopard to Lakeview Cir	3.72
55	Tuloso Road	Stillwell to Up River Road	0.82
56	Baskett	Countiss to Robby	0.36
57	Butler	Violet Road to Cliff Crenshaw	0.74
58	Callicoatte Road	Up River to City Limits	10.77
59	Carbon Plant Road	Up River Road to City Limits Line	0.70
60	Church Street	Leopard to Dead-End	0.42
61	Cliff Crenshaw	Willowood to Blades	0.88
62	County Rd. 69	F.M. 624 to Co. Rd 52	1.73
63	County Rd 52 (North Side)	Hwy 77 to County Rd 69	0.68
64	E. Harrington	Leopard to Dead-End	1.00
65	Emory	Rushing to Dead-End	2.12
66	F.M. 624	Wildcat Drive to City Limits	34.13
67	N. Harrington	McKinzie Road to Irma	1.45
68	Harney	D/E South to D/E North	0.31
69	Haven Road	Violet to Pavement Ends	2.24
70	Hart Road	Leopard to Up River Rd	1.65
71	Hearn Road	Callicoatte Road to Brooklane	6.46
72	Kingsbury	McKinzie to McCain	1.06
73	Leonard	Starlite to Leopard	3.56
74	Leopard Street	Rand Morgan Rd to Violet Rd	17.92
75	Leopard	Violet Road to Railroad Tracks	14.46
76	Lois	Leopard to N. Harrington	0.36
77	Mallard	Violet Road to Widgeon	1.43
78	Mobile	Robby to Rhodes	0.47
79	McCain	Leopard to Dead-End	1.64
80	McKinzie Lane	McKinzie Road to Carbon Plant Rd.	3.37
81	McKinzie Road	Kingsbury to City Limits	8.59

82	Nelon	Violet Road to Dead-End	0.51
83	Rand Morgan	Agnes (SH 44) to IH37	23.00
84	Rehfield	Up River Road to I.H. 37	0.77
85	Rhodes Ct.	Leopard to Mobile	0.30
86	Robby	Leopard to Kingsbury	2.19
87	Sessions Road	I.H. 37 to End of Pavement	1.49
88	Shady Lane	Starlite to Leonard	0.72
89	Shane	McCain to Dwyer	0.35
90	Starlite	Violet Road to Sunny	2.37
91	Up River Road	I. H. 37 (Violet) to Rand Morgan	6.10
92	Up River Road	Rand Morgan to Clarkwood	1.60
93	Up River Road	I.H. 37 to Sharpsburg Road	10.30
94	Violet	Starlite to City Limits	5.76
95	Widgeon	Dead Ends to Haven	0.95
96	Warrior	Haven to Horseshoe	0.44
97	Buckhorn	Leopard to Railroad Ave	0.22
98	Cynthia	River Land to Sharpsburg	1.91
99	Elliff	Leopard to Railroad Ave	0.42
100	Figueroa	Sharpsburg to Nueces River	2.88
101	IH 37 E. side	Sharpsburg to Sharpsburg	2.33
102	Railroad Avenue	Redbird East to I.H. 37	0.50
103	Ripple St.	Highway 77 to Northwest trail	0.37
104	River Lane	Zamora to Dead End.	5.31
105	Sharpsburg Road	Up River Road to Leopard (I.H. 37)	3.98
106	Zamora	Sharpsburg to River Lane	0.68
107	Leopard Medians	Lexington to Rand Morgan, medians & shoulders 15' width. Rand Morgan to RR tracks, shoulders only 15' width	52.35
108	Saratoga Blvd.	Greenwood to Old Brownsville	26.90
109	CR 73	FM 642 to 5155 CR 73	0.98
110	FM 1889	FM 624 to City Limit @ 1400' Both sides	1.00
<b>Total Acres</b>			<b>552.76</b>

### Drainage Ditch Right of Way

ID	Ditch Name	Location	Acres
1	C. C. Industrial Ditch	Agnes (SH 44) to Airport Ditch #2	2.11
2	Dona Ditch	Up River to D/E	0.69
3	Donigan Ditch	Agnes (SH 44) to Kosar Ditch	9.09
4	Enterprise Ditch #1	Agnes (SH 44) to SPID	27.46
5	Enterprise Ditch #2	SPID to Kelly Ditch	18.54
6	Flato Road (Collector)	Agnes (SH 44) to Bear Lane	3.18
7	Heinsohn Ditch	NPID to Kosar Ditch	10.34
8	Hopkins Ditch (Roadside)	Lexington to Acme Ditch	3.68

9	Hopkins Road Ditch (Collector)	Hopkins Ditch to Acme Ditch	1.81
10	Kosar Ditch	Flato to Joe Mireuir	11.63
11	Navigation Ditch #1	Navigation to Airport #2	0.76
12	Navigation Ditch #2	Navigation to Airport #2	0.76
13	Weil Ditch	Leopard to City Limits	1.77
14	L-Rod Ditch	Charles - Upriver - 1st Telephone pole	1.17
15	Carbon Plant Drainage Ditch	Up River Road to IH 37	2.76
16	Till Creek Drainage Ditch	Bearden to IH37 to Up River Road	3.61
17	Church	Violet Road to dead-end	0.43
18	Clarkwood Ditch	Bark St. Channel to Clarkwood East #1	5.43
19	Clarkwood Road Ditch (Collector)	Leopard to Bark Street Channel	8.20
20	Clarkwood East Ditch #2	So. Clarkwood Road to Clarkwood Ditch	0.31
21	Clarkwood E. Ditch	Agnes (Old S.H. 44) to (New) S.H. 44	2.29
22	Five Point Outfall	U. S. 77 to Emory Street	8.91
23	Gilliam Ditch	Gilliam St. to the Bark St. Channel	0.35
24	Kingswood Ditch (Collector)	Turkey Ditch to Starlite Lane	1.35
25	Magee Ditch	I.H. 37 to 500' N. of Up River Road	2.11
26	McNorton Ditch	Blanco Rd. to Clarkwood	25.67
27	Railroad Ditch	Railroad Tracks to N. of Up River Road	2.72
28	Ravine Ditch	Leopard to Dead End	0.64
29	River Ridge/Wal-Mart	Riverside to dead-end	4.50
30	Turkey Creek Ditch	Frontier to Up River Road	21.59
31	Violet Ditch	Turkey Ditch to dead-end	14.42
32	Woodriver Ditch #1	Dead End to 620 ft. N. of Beal	3.86
33	Woodriver Ditch #2	Woodriver Street to City Limits	3.77
34	Turkey Creek Ditch	Leopard to West Guth Park	1.60
35	Emory Ditch East Side	East side of Emory Rd.	2.71
36	Kelly Ditch	Kosar Ditch to Highway 44	16.16
37	Julianna Ditch	Sessions to Julianna	0.52
<b>Total Acres</b>			<b>226.89</b>

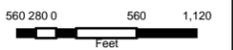


**LEGEND**

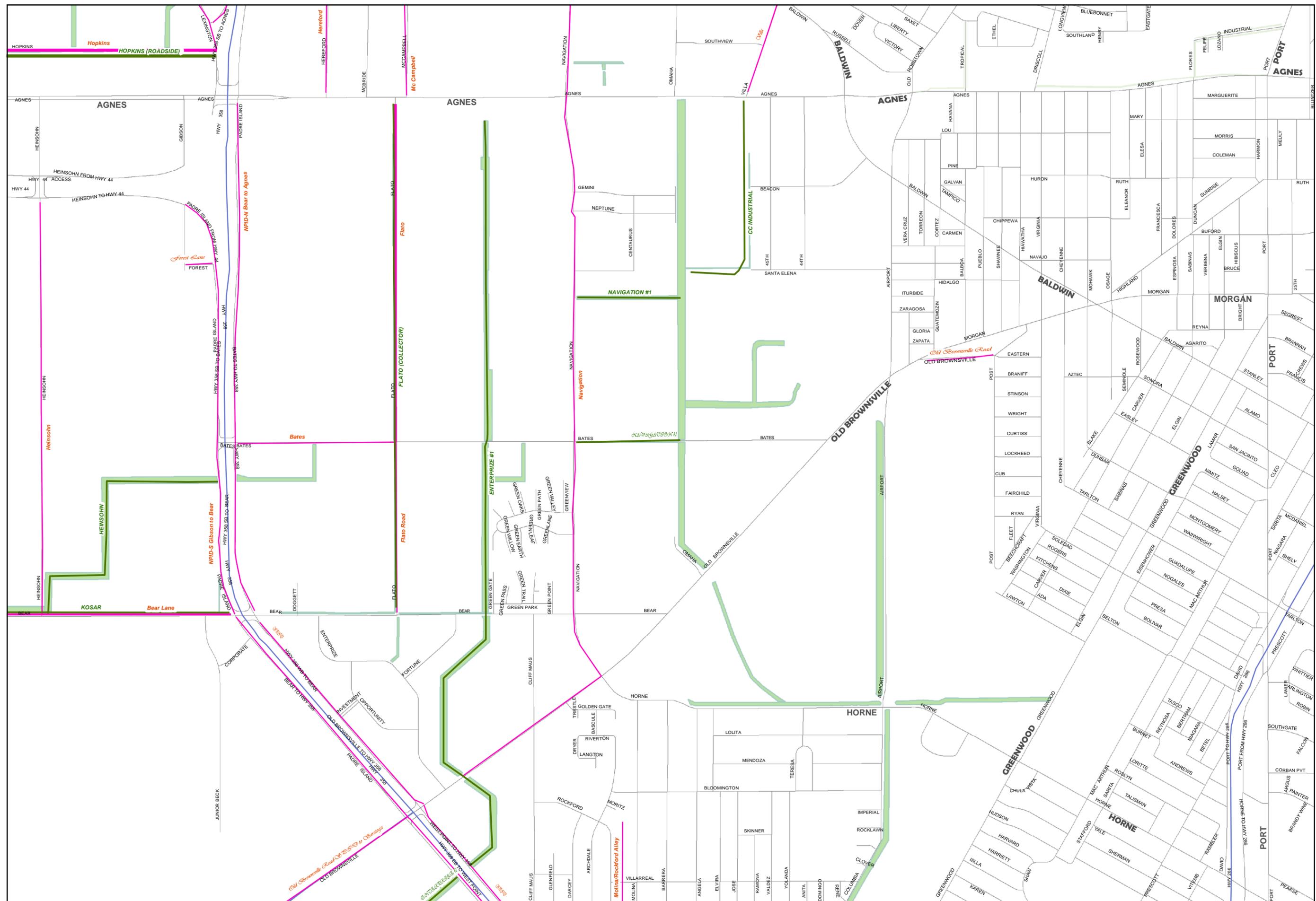
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- Street ROW Contract
- Mowed by State

**Ditch**

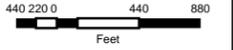
- Ditch
- Roadside
- City Limits



# MOWING ZONE



- LEGEND**
- Ditch ROW Contract
  - Street ROW Contract
  - Mowed by State
- Ditch**
- Ditch
  - Roadside
  - City Limits



**MOWING ZONE**



**LEGEND**

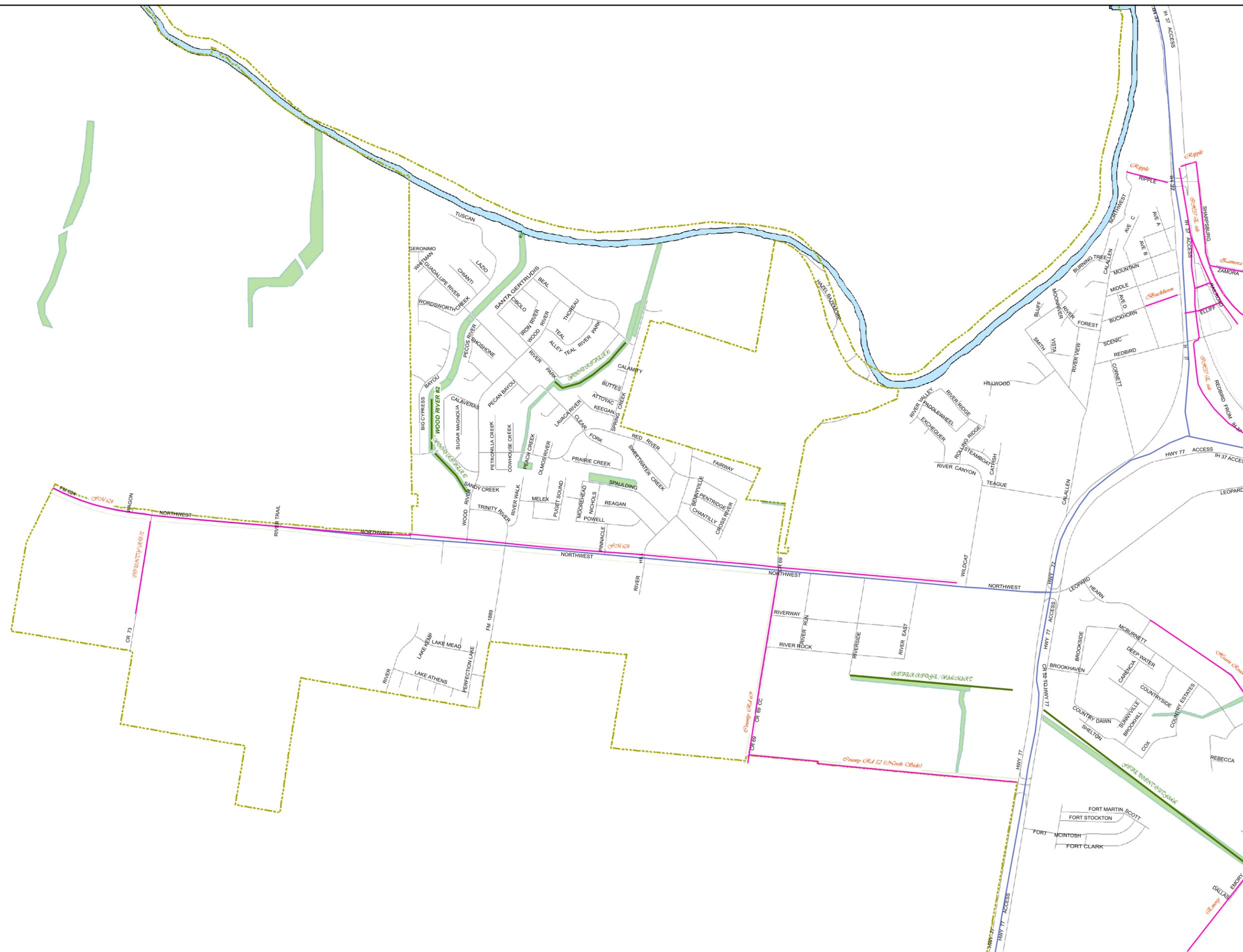
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- Street ROW Contract
- Mowed by State

**Ditch**

- Ditch
- Roadside
- City Limits



**MOWING ZONE**

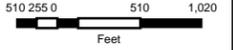


**LEGEND**

- Ditch ROW Contract
- Street ROW Contract
- Mowed by State

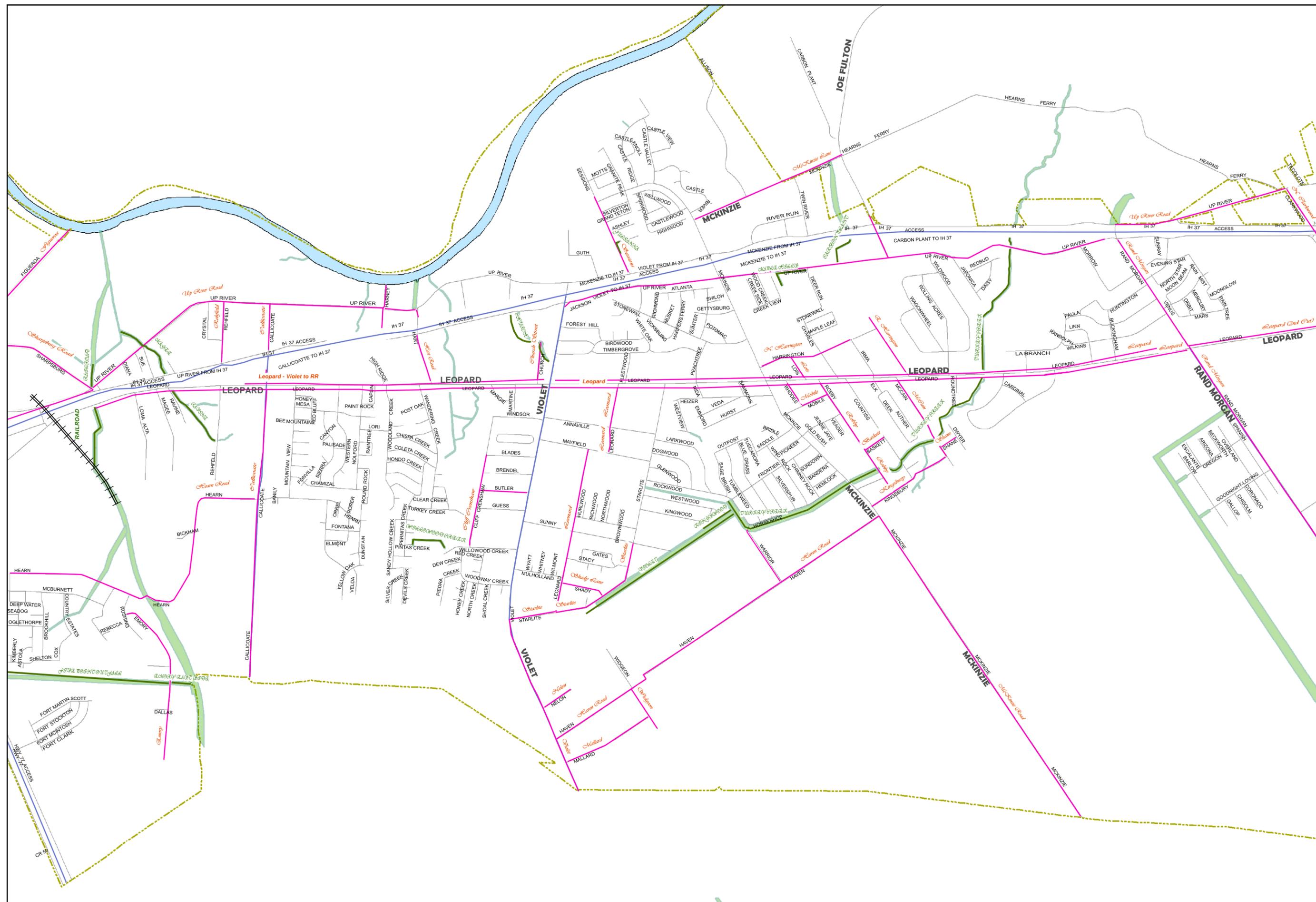
**Ditch**

- █ Ditch
- █ Roadside
- █ City Limits

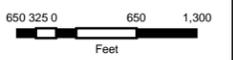


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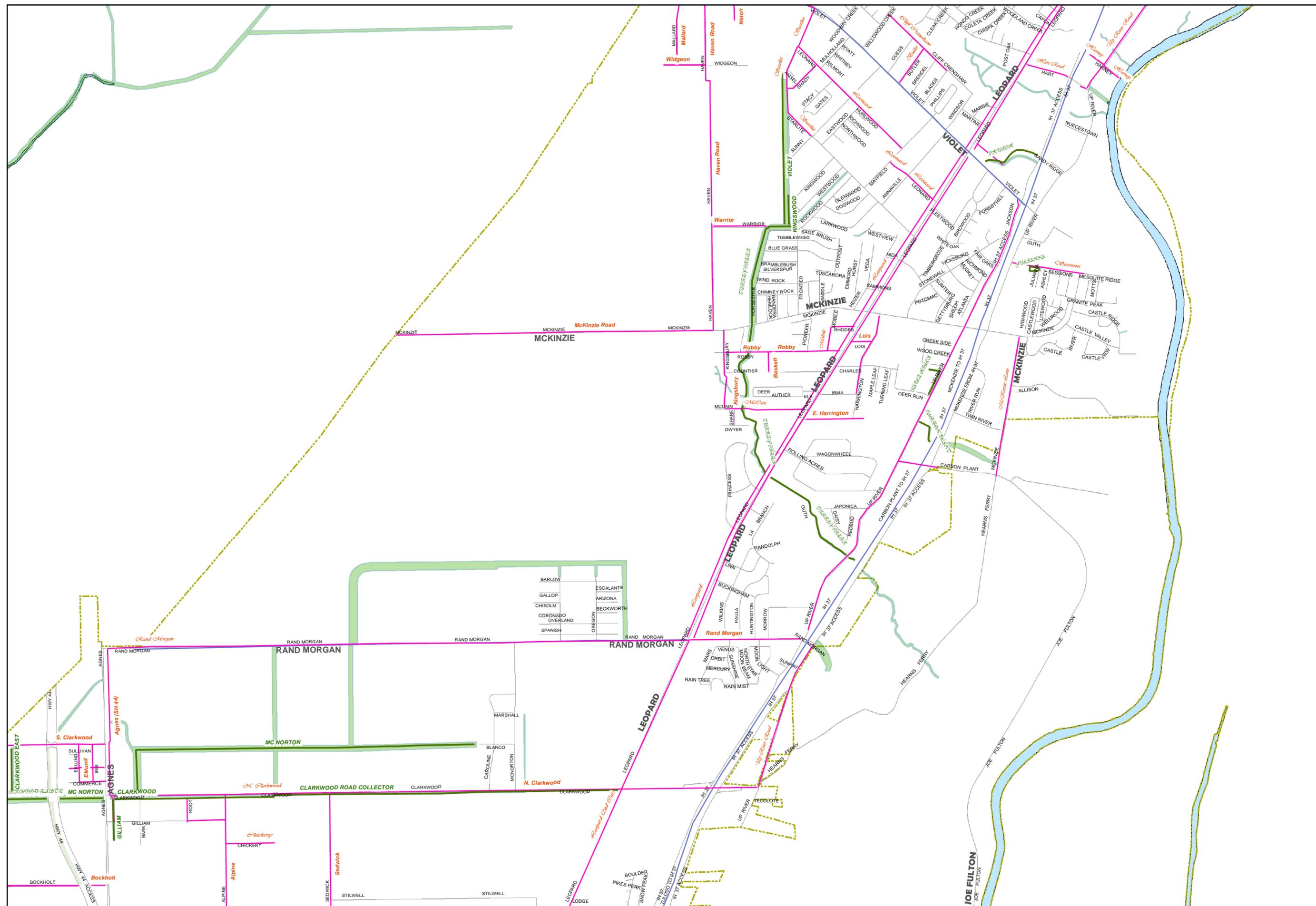




- LEGEND**
- Ditch ROW Contract
  - Street ROW Contract
  - Mowed by State
- Ditch**
- Ditch
  - Roadside
  - City Limits



**MOWING ZONE**



**LEGEND**

- Ditch ROW Contract
- Street ROW Contract
- Mowed by State

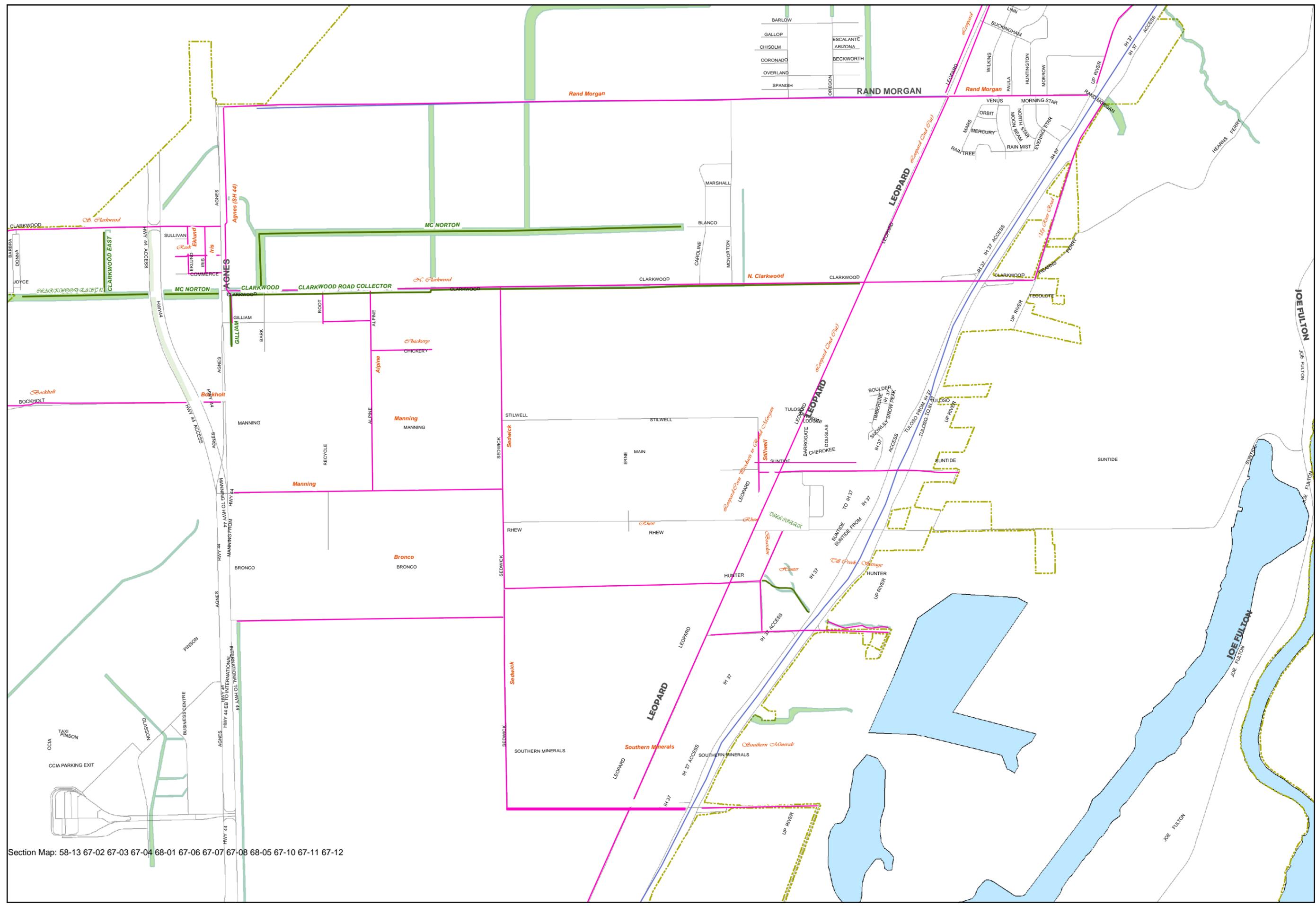
**Ditch**

- Ditch
- Roadside
- City Limits

740 370 0 740 1,480  
Feet



**MOWING ZONE**



**LEGEND**

- Ditch ROW Contract (Green line)
- Street ROW Contract (Pink line)
- Mowed by State (Blue line)

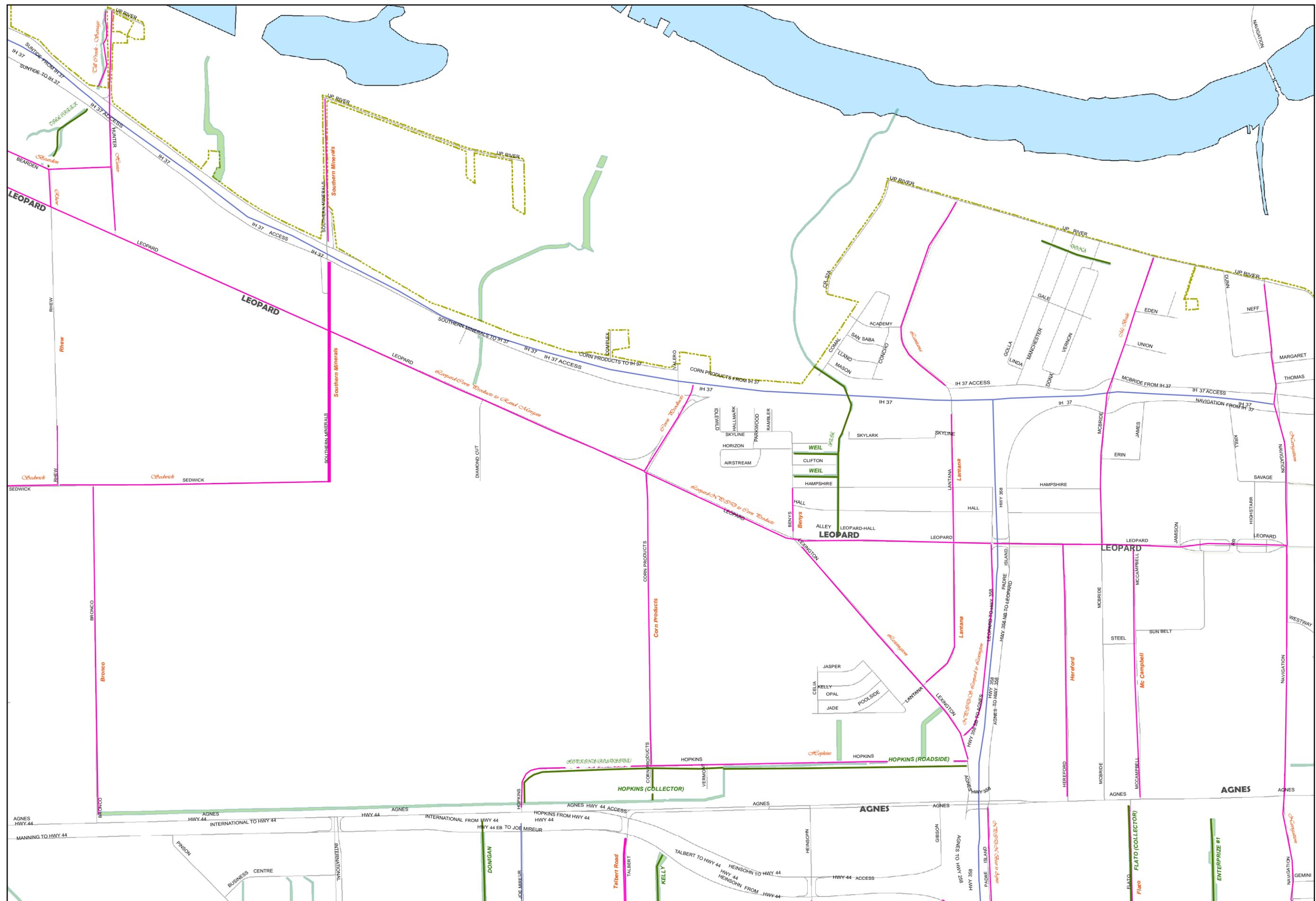
**Ditch**

- Ditch (Green fill)
- Roadside (Light Green fill)
- City Limits (Yellow dashed line)

590 295 0 590 1,180  
Feet

Section Map: 58-13 67-02 67-03 67-04 68-01 67-06 67-07 67-08 68-05 67-10 67-11 67-12



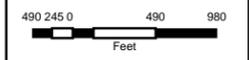


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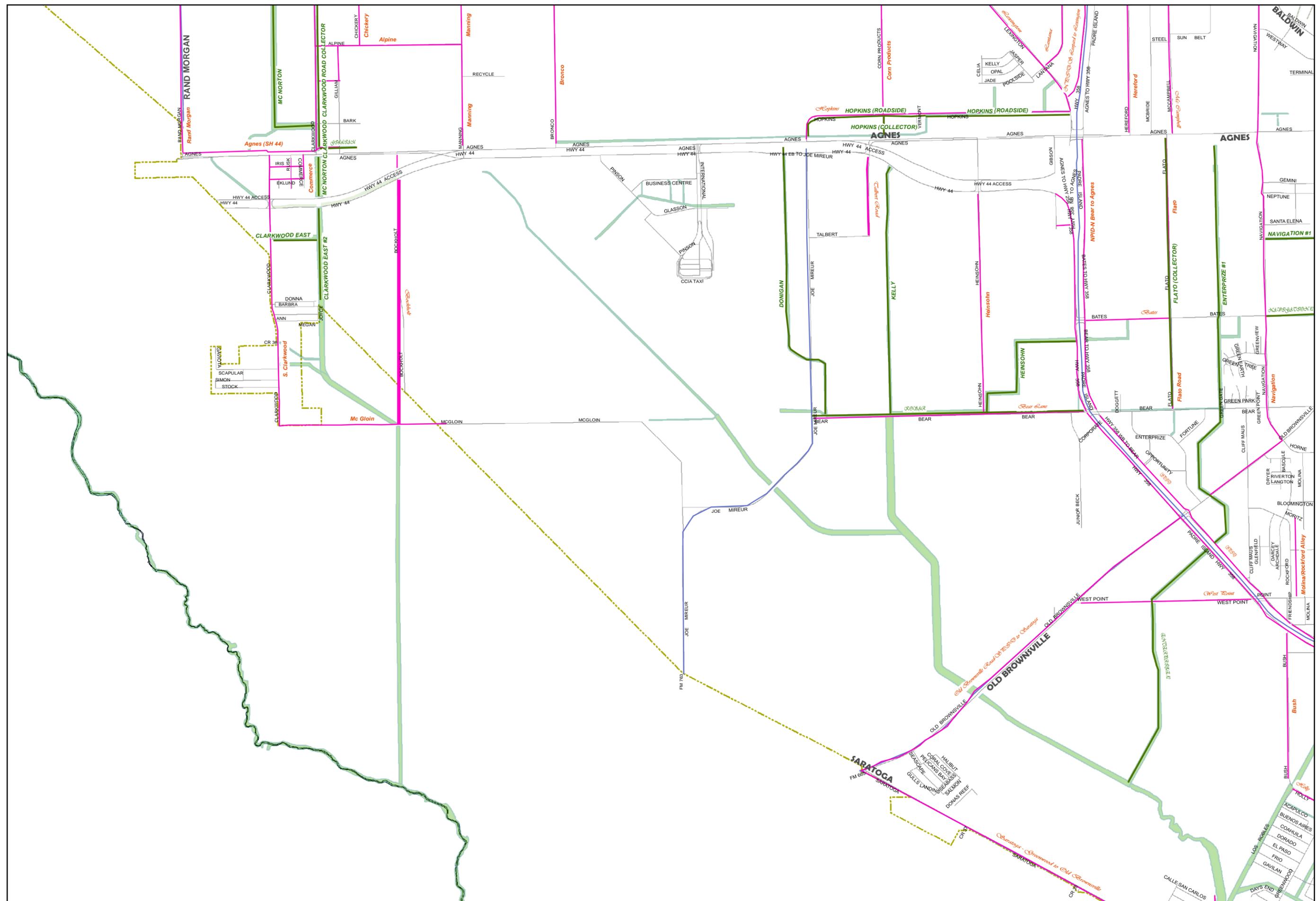
- Ditch ROW Contract
- Street ROW Contract
- Mowed by State

**Ditch**

- Ditch
- Roadside
- City Limits



**MOWING ZONE**

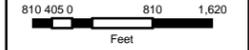


**LEGEND**

- Ditch ROW Contract
- Street ROW Contract
- Mowed by State

**Ditch**

- Ditch
- Roadside
- City Limits

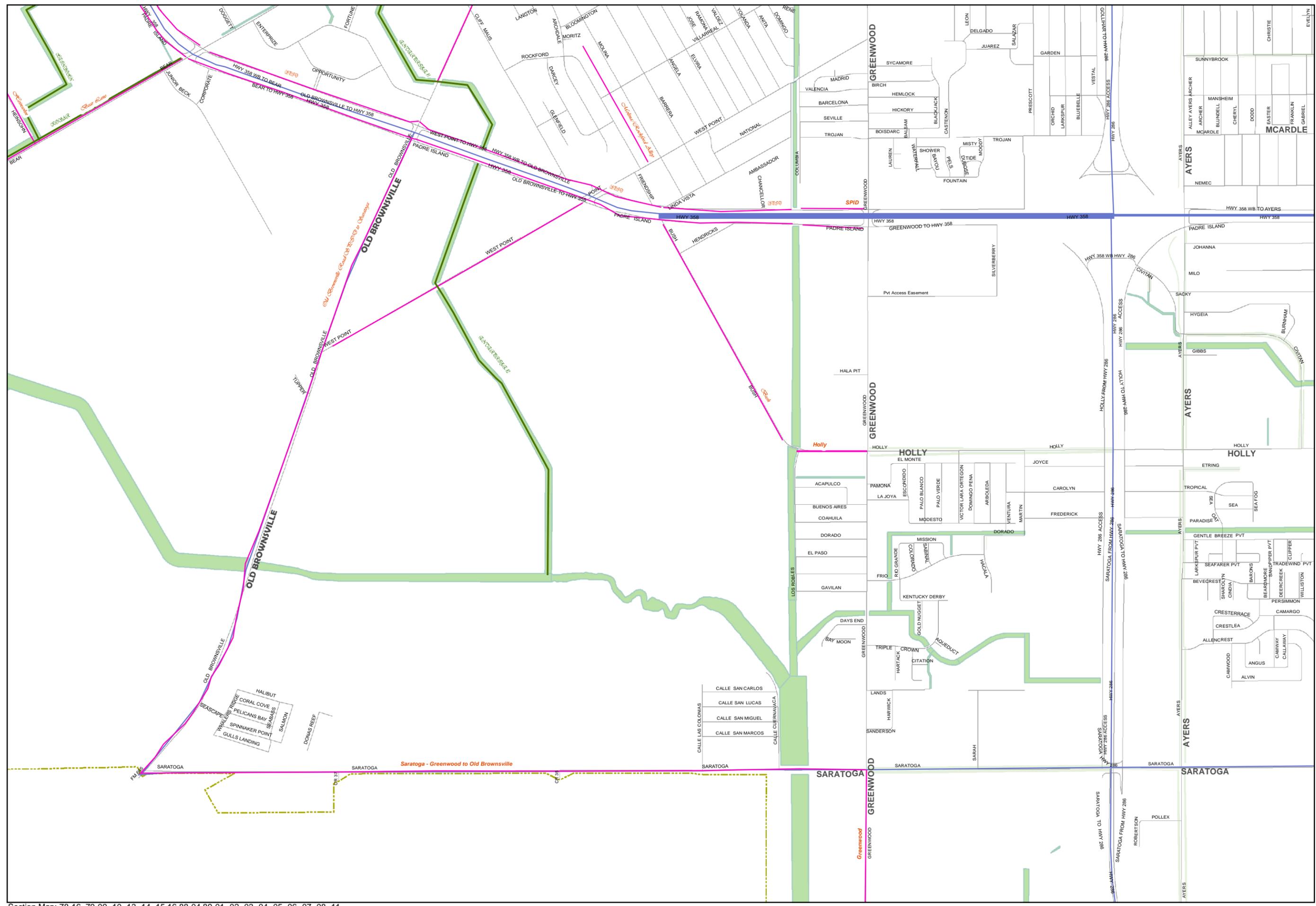


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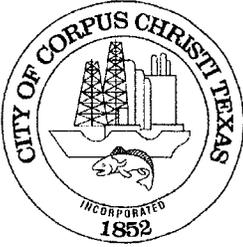


LEGEND

- Ditch ROW Contract
- Street ROW Contract
- Mowed by State
- Ditch**
- Ditch
- Roadside
- City Limits



MOWING ZONE



## ATTACHMENT B: BID/PRICING SCHEDULE

**CITY OF CORPUS CHRISTI  
CONTRACTS AND PROCUREMENT  
BID FORM**

RFB No. 4605

Mowing for Storm Water and Street Right of Way

PAGE 1 OF 2

Date: 3/8/2023Bidder: 2Chainz Brush Clearing LLCAuthorized  
Signature:

1. Refer to "Instructions to Bidders" and Contract Terms and Conditions before completing bid.
2. Quote your best price for each item.
3. In submitting this bid, Bidder certifies that:
  - a. the prices in this bid have been arrived at independently, without consultation, communication, or agreement with any other Bidder or competitor, for the purpose of restricting competition with regard to prices.
  - b. Bidder is an Equal Opportunity Employer, and the Disclosure of Interest information on file with City's Contracts and Procurement office, pursuant to the Code of Ordinances, is current and true.
  - c. Bidder is current with all taxes due and company is in good standing with all applicable governmental agencies.
  - d. Bidder acknowledges receipt and review of all addenda for this RFB.

Item	Description	Cycles	Acres	Cost per Acre	Cost per Cycle	Total Per Year
1	Storm Water and Street Right of Way- Year 1	12	552.76	38	21004.88	252058.56
2	Storm Water and Street Right of Way- Year 2	12	552.76	38	21004.88	252058.56
3	Storm Water and Street Right of Way- Year 3	12	552.76	38	21004.88	252058.56
4	Storm Water Drainage Ditch Right of Way- Year 1	4	226.89	205	46512.45	186049.80
5	Storm Water Drainage Ditch Right of Way- Year 2	4	226.89	205	46512.45	186049.80
6	Storm Water Drainage Ditch Right of Way- Year 3	4	226.89	205	46512.45	186049.80
<b>Total 3 Years</b>						<b>1,314,325.00</b>

**1,314,325.08**

DS

Item	Description	Cycles	Acres	Cost per Acre	Cost per Cycle	Total Per Year
7	Storm Water and Street Right of Way- Option Year 1	12	552.76	38	21004.88	252058.56
8	Storm Water Drainage Ditch Right of Way- Option Year 1	4	226.89	205	46512.45	186049.80
<b>Total Option Year 1</b>						<b>438108.36</b>

Tye text here

Item	Description	Cycles	Acres	Cost per Acre	Cost per Cycle	Total Per Year
9	Storm Water and Street Right of Way- Option Year 2	12	552.76	38	21004.88	252058.56
10	Storm Water Drainage Ditch Right of Way- Option Year 2	4	226.89	205	46512.45	186049.80
<b>Total Option Year 2</b>						<b>438108.36</b>

## ATTACHMENT C: INSURANCE AND BOND REQUIREMENTS

### I. CONTRACTOR'S LIABILITY INSURANCE

- A. Contractor must not commence work under this agreement until all insurance required has been obtained and such insurance has been approved by the City. Contractor must not allow any subcontractor Agency to commence work until all similar insurance required of any subcontractor Agency has been obtained.
- B. Contractor must furnish to the City's Risk Manager and Contract Administer one (1) copy of Certificates of Insurance (COI) with applicable policy endorsements showing the following minimum coverage by an insurance company(s) acceptable to the City's Risk Manager. The City must be listed as an additional insured on the General liability and Auto Liability policies **by endorsement**, and a waiver of subrogation is required on all applicable policies. **Endorsements** must be provided with COI. Project name and or number must be listed in Description Box of COI.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
Commercial General Liability Including: <ol style="list-style-type: none"> <li>1. Commercial Broad Form</li> <li>2. Premises – Operations</li> <li>3. Products/ Completed Operations</li> <li>4. Contractual Liability</li> <li>5. Independent Contractors</li> <li>6. Personal Injury- Advertising Injury</li> </ol>	\$1,000,000 Per Occurrence
AUTO LIABILITY (including) <ol style="list-style-type: none"> <li>1. Owned</li> <li>2. Hired and Non-Owned</li> <li>3. Rented/Leased</li> </ol>	\$500,000 Combined Single Limit
WORKERS' COMPENSATION  EMPLOYER'S LIABILITY	Statutory  \$500,000 /\$500,000 /\$500,000

- C. In the event of accidents of any kind related to this agreement, Contractor must furnish the Risk Manager with copies of all reports of any accidents within 10 days of the accident.

### II. ADDITIONAL REQUIREMENTS

- A. Applicable for paid employees, Contractor must obtain workers' compensation coverage through a licensed insurance company. The coverage must be written on a policy and endorsements approved by the Texas Department of Insurance. The workers' compensation coverage provided must be in an amount sufficient to assure that all workers' compensation obligations incurred by the Contractor will be promptly met.
- B. Contractor shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- VII.
- C. Contractor shall be required to submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Contractor shall pay any costs incurred resulting from said changes. All notices under this Article shall be given to City at the following address:

City of Corpus Christi  
Attn: Risk Manager  
P.O. Box 9277  
Corpus Christi, TX 78469-9277

- D. **Contractor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:**
  - List the City and its officers, officials, employees, volunteers, and elected representatives as additional insured by endorsement, as respects operations, completed operation and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation policy;
  - Provide for an endorsement that the "other insurance" clause shall not apply to the City of Corpus Christi where the City is an additional insured shown on the policy;
  - Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City; and
  - Provide 30 calendar days advance written notice directly to City of any, cancellation, non-renewal, material change or termination in coverage and not less than 10 calendar days advance written notice for nonpayment of premium.
- E. Within 5 calendar days of a cancellation, non-renewal, material change or termination of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.

- F. In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to remove the exhibit hereunder, and/or withhold any payment(s) if any, which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.
- G. Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work covered under this agreement.
- H. It is agreed that Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of Corpus Christi for liability arising out of operations under this agreement.
- I. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this agreement.

**BOND REQUIREMENTS:**

No bonds are required for this Agreement.

2021 Insurance Requirements

Ins. Req. Exhibit **4-B**

Contracts for General Services – Services Performed Onsite

05/10/2021 Risk Management – Legal Dept.

**ATTACHMENT D: WARRANTY REQUIREMENTS**

No warranty required for this Agreement.