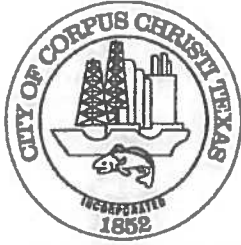


Service Agreement



Agreement No. 754

BAYFRONT PARKS AND MEDIANS TURF AND GROUNDS
MAINTENANCE MOWING

THIS BAYFRONT PARKS AND MEDIANS TURF AND GROUNDS MAINTENANCE MOWING ("Agreement") is entered into by and between La Med Facility Maintenance ("Contractor") of San Antonio, Texas, and the City of Corpus Christi, a Texas home-rule municipal corporation ("City"), effective for all purposes upon execution by the City Manager or designee ("City Manager").

WHEREAS, Contractor has bid to provide BAYFRONT PARKS AND MEDIANS TURF AND GROUNDS MAINTENANCE MOWING in response to the City's Request for Bids ("RFB No. 112") which RFB with any related specifications, and bid response, are incorporated by reference into this Agreement as Exhibits "1 and 2";

WHEREAS, the City has determined Contractor to be the lowest, responsive, responsible bidder;

NOW, THEREFORE, Contractor and City enter into this Agreement and agree as follows:

- 1. Scope.** Contractor will provide BAYFRONT PARKS AND MEDIANS TURF AND GROUNDS MAINTENANCE MOWING ("Services") in accordance with this Agreement and the Scope of Services as shown in Attachment "A".
- 2. Term.** This Agreement is for one year commencing on the issuance of a notice to proceed. The Agreement includes an option to extend for up to four additional one year terms subject to the written approval of Contractor and the City Manager.
- 3. Compensation and Payment.** This Agreement is for an amount not to exceed \$22,083.60, subject to authorized extensions and changes. Payments will be allowed in accordance with Attachment "B" Schedule of Pricing. Payment terms are net 30 days after the goods are provided or services are completed, as required or a correct invoice is received, whichever is later.

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. All of Contractor's notices or communications regarding this Agreement must be directed to the Contract Administrator or designee ("Contract Administrator") as follows:

Contract Administrator Name	Patrice Aubert
Contract Administrator Department	Park and Recreation
Contract Administrator Address	PO Box 9277 Corpus Christi, Texas 78469-9277
Contract Administrator Phone and Email	361-826-1699 PatriceA@cctexas.com

5. **Independent Contractor.** Contractor will perform the Services as an independent contractor and will furnish such Services in its own manner and method, and under no circumstances or conditions may any agent, servant or employee of Contractor be considered an employee of the City.
6. **Insurance.** Before Services can begin under this Agreement, Contractor's insurance company, or companies, must deliver a Certificate of Insurance, as proof of the required insurance coverage, to the Contract Administrator. Contractor's insurance requirements are attached to this Agreement as Attachment "C".
7. **Assignment.** No assignment of this Agreement or of any right or interest contained in this Agreement by Contractor is effective unless the City Manager first gives its written consent to such assignment. The performance of this Agreement by Contractor is of the essence of this Agreement, and the City's right to withhold consent to such assignment is within the sole discretion of the City on any ground whatsoever.
8. **Fiscal Year.** All parties recognize that the continuation of any contract after the close of any fiscal year of the City (the City's fiscal year ends on September 30th) is subject to appropriations and budget approval providing for such contract item as expenditure in the budget. The City does not represent that said budget item will be actually adopted, as that determination is within the sole discretion of the City Council at the time of adoption of each budget.
9. **Waiver.** No waivers by either party of any breach of any term or condition of this Agreement waives any subsequent breach of the same.
10. **Governing Law.** This Agreement is subject to all federal, state and local laws, rules and regulations. The applicable law for any legal disputes arising out of this Agreement is the law of Texas and such form and venue for such disputes is the appropriate district, county or justice court in and for Nueces County, Texas.

11. **Subcontractors.** Contractor may use subcontractors in connection with the Services to be performed under this Agreement. When using subcontractors, however, Contractor must obtain prior written approval from the Contract Administrator unless such subcontractors were named and included at the time of bid. In using subcontractors, Contractor shall be responsible for all their acts and omissions to the same extent as if the subcontractor and its employees were employees of Contractor. All requirements set forth as part of this Agreement are applicable to all subcontractors and their employees to the same extent as if Contractor and its employees had performed the Services.
12. **Amendments/Extensions.** This Agreement may be amended only in writing and upon execution by authorized representatives of both parties. Such amendment will be in the form of a change order. Extensions to this Agreement will be at the sole discretion of the City and if offered to Contractor will be mutually agreed to in the form of a bilateral change order.
13. **Termination.**
 - a. The City Manager may terminate this Agreement for Contractor's failure to perform the Services specified in this Agreement. Failure to keep any required insurance policies in force for the entire term of this Agreement is grounds for termination. The Contract Administrator must give Contractor 10 days written notice of the breach and set out a reasonable opportunity to cure. If Contractor has not cured within the cure period, the City Manager may terminate this Agreement immediately thereafter.
 - b. Alternatively, the City Manager may terminate this Agreement without cause upon 30 days written notice to Contractor. However, the City may terminate this Agreement upon 24 hours written notice to Contractor for Contractor's failure to pay or provide proof of payment of taxes, as set out in this Agreement.
14. **Taxes.** Contractor covenants to pay payroll taxes, Medicare taxes, FICA taxes, unemployment taxes and all other related taxes. Upon request, the City Manager shall be provided proof of payment of these taxes within 15 days of such request. Failure to pay or provide proof of payment is grounds for the City Manager to immediately terminate this Agreement.
15. **Certificate of Interested Parties.** Contractor agrees to comply with Texas Government Code Section 2252.908 and complete Form 1295 "Certificate of Interested Parties" as part of this Agreement.
16. **Notice.** Notice may be given by fax, email, hand delivery or certified mail; postage prepaid, and is received on the day faxed, emailed or hand-delivered and on the third day after postmarked by the U.S. mail if sent certified mail. Notice must be sent as follows:

IF TO CITY:

City of Corpus Christi

Attention: Parks and Recreation Contract Administrator
PO Box 9277
Corpus Christi, Texas 78469-9277
Fax: 361-826-3864
Email: PatriceA@cctexas.com

IF TO CONTRACTOR:

La Med Facility Maintenance:

Attention: Edward Tijerina
204 Bobcat Bend
San Antonio, Texas 78238
Fax: 210-310-3226
Email: lamedfm@hotmail.com

17. **Severability.** Each provision of this Agreement is considered to be severable and if, for any reason, any such provision or any part thereof, is determined to be invalid and contrary to any existing or future applicable law, such invalidity shall not impair the operation of or 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 thereof had been omitted.

18. **INDEMNIFICATION. CONTRACTOR SHALL 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 ANY NATURE ON ACCOUNT OF PERSONAL INJURIES, INCLUDING THOSE RESULTING IN WORKERS' COMPENSATION CLAIMS OR DEATH, PROPERTY LOSS OR DAMAGE, OR ANY OTHER KIND OF 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 THIS AGREEMENT OR THE PERFORMANCE OF THIS AGREEMENT AND REGARDLESS OF WHETHER THE INJURIES, DEATH, LOSS, OR DAMAGES ARE CAUSED OR ARE CLAIMED TO BE CAUSED BY THE CONCURRENT OR CONTRIBUTORY NEGLIGENCE OF INDEMNITEES BUT NOT IF BY THE SOLE NEGLIGENCE OF INDEMNITEES UNMIXED WITH THE FAULT OF ANY OTHER PERSON. CONTRACTOR MUST, AT ITS OWN EXPENSE, INVESTIGATE ALL NOTICES, CLAIMS, AND DEMANDS, ATTEND TO THEIR SETTLEMENT OR OTHER DISPOSITION, DEFEND ALL ACTIONS BASED THEREON WITH COUNSEL REASONABLY SATISFACTORY TO THE CITY ATTORNEY, AND PAY ALL CHARGES OF ATTORNEYS AND ALL OTHER COSTS AND EXPENSES OF ANY**

KIND ARISING FROM ANY OF SAID LIABILITY, LOSS, CLAIMS, DEMANDS, SUITS, OR ACTIONS. THE INDEMNIFICATION OBLIGATIONS OF CONTRACTOR UNDER THIS SECTION SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

19. Order of Precedence. In the event of conflicts or inconsistencies between this Agreement and its exhibits or attachments, such conflicts or inconsistencies will be resolved by reference to the documents in the following order of priority: this Agreement and its Attachments, the RFB documents including Addenda, the bid response.

20. 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.

ATTACHMENT "A"- SCOPE OF WORK

City of Corpus Christi
Purchasing Department

Specification No. 1168
Date: 2/25/16 Revised

**SPECIFICATIONS FOR PARKS AND MEDIANS
TURF AND GROUNDS MAINTENANCE**

I. SCOPE:

These specifications cover performance and general requirements for Parks and Medians Turf and Grounds Maintenance for the Parks and Recreation Department.

II. CLASSIFICATION:

The Parks and Medians Turf and Grounds Maintenance is undertaken in accordance with the Parks and Recreation Department's system maintenance operations. All areas are located within the City limits of the City of Corpus Christi.

The following are requirements for this service. Bidders who answer "N", Do Not Comply, for any requirement will be deemed non-responsive and will be eliminated from consideration.

	C = Comply N = Do Not Comply
III. GENERAL REQUIREMENTS:	
A. TYPE OF WORK: Grounds and Turf Maintenance for parks, medians and green space areas including, but not limited to lawn and shrub areas, flowerbeds and planters, walkways, curbsides and play areas.	
B. EQUIPMENT: All grounds and turf maintenance equipment with safety devices which conform to manufacturer's standards and all applicable OSHA regulations to prevent damage to property. All equipment shall be kept in good operating condition and shall be maintained to provide a clean sharp cut of vegetation at all times. All equipment shall be approved by the Contract Administrator.	
C. HERBICIDE: The only herbicide permitted for use shall be <u>ROUNDUP</u> , and it shall be mixed and applied according to the manufacturer' recommendation and current State licensing requirements. <u>The successful contractor(s) will be required to possess a current commercial applicator license for applying herbicide at all designated locations. A current copy must be submitted with bid.</u> Herbicide shall be applied to: 12 inches to both sides of designated fence lines except fences bordering adjacent private property. In such cases, herbicides shall be applied only to the City side of the fence. The spraying shall be parallel to the fence lines and structures and shall be straight, not irregular; spray pattern must conform to the size and shape of all other obstacles. The Contractor shall be responsible for performing touch-up spraying for any areas missed or any areas where rain has washed off the herbicide before it has taken effect. The Contractor shall be responsible for any damage done to private property caused by over spray.	

The Contractor shall not use any water connection, hose, or faucet at any location for solution water for herbicide or pesticide with the exception of the designated loading facility located at the O.N. Stevens Plant. This is the only authorized water loading facility available to the Contractor while on City property. The Contractor shall bear the cost of any water obtained from this loading facility. Use of any other water connection is a violation of the Texas Natural Resources Conservation Commission rules and regulations, City of Corpus Christi Water Division rules and regulations, and the terms and conditions of this contract.

D. SAFETY REQUIREMENTS:

1. Public Safety and Convenience: The safety of the public and the convenience of traffic shall be regarded as prime importance. For all medians 5' wide and larger all portions of streets shall be kept open to traffic. In areas where median width is less than 5' partial lane closure is required to ensure safety. The partial closure is only allowed for the time that work is being performed on the section of the median that is less than 5' wide and will be removed as soon as all work on the area is completed. The Contractor shall coordinate all Work with the Contract Administrator 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 Contractor. The contractor will be responsible for the maintenance or 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 directing traffic will not be paid for directly, but shall be subsidiary to the various bid items of this contract.
2. Work Hours: The Contractor will confine all operations to daylight hours, sunrise to sunset, Monday through Sunday. Saturday and Sunday mowing will require approval from the Contractor Administrator to ensure there is no interference with activities, rentals or special events.
3. Non-Work Hours: The Contractor may not store any equipment or tools on any site. After completion of work at any site, the Contractor must remove all equipment, supplies, and materials from that site.
4. Protection of Property: The Contractor shall take proper measures to protect all property which might be damaged by Contractor's Work hereunder, and, in case of any injury or damage resulting from any act or omission on the part of or on behalf of the Contractor, he/she shall restore at his/her own expense the damaged property to a condition similar or equal to that existing before such injury or damage was done, or he/she shall make good such injury or damage in an acceptable manner. All damages which are not repaired or compensated by the Contractor will be

<p>repaired or compensated by City forces 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.</p> <p>Should the Contractor's equipment require service while at any location, the Contractor must notify the Contract. 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.</p> <p>5. The Contractor and designated contract lead shall attend an orientation prior to beginning any work.</p>	
<p>E. <u>OZONE WARNING DAYS:</u></p> <ol style="list-style-type: none"> 1. All push mowers, string line trimmers, motor scooters and other small engines will not be used on designated Ozone Action Days. 2. No mowing will be done on the designated Ozone Action Days except in the case of the Contract Administrator or designee notifying of a special event, emergency or removing a liability. If mowing is necessary for such a situation, mowing will be kept to a minimum. 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 fuel used and the contractor has made contact with the Contract Administrator, or his designee, and received permission to proceed with work order. 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 made contact with the Contract Administrator, or his designee and received permission to proceed with work order. 	
<p>F. <u>SECURITY REQUIREMENTS:</u></p> <ol style="list-style-type: none"> 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 Contract Administrator. 	
<p>G. <u>PROTECTION OF PROPERTY:</u></p> <p>The Contractor shall take proper measures to protect all property which might be damaged by Contractor Work hereunder, and in case of any injury or damage resulting from any act or omission on the part of or on behalf of the Contractor, he shall restore at his own expense the damaged property to a condition similar or equal to that existing before such injury or damage was done, or he shall make good such injury or damage in all acceptable manner. All damages which are not repaired or compensated for by the Contractor will be repaired or compensated for by City forces 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.</p>	
<p>H. <u>LEGAL REQUIREMENTS:</u></p> <ol style="list-style-type: none"> 1. <u>Laws to be Observed:</u> The Contractor shall make himself familiar 	

with and at all times shall observe and comply with all Federal, State, and local laws, ordinances and regulations which in any manner affect the conduct of the Work and shall indemnify and save harmless the City and its representatives against any claim arising from the violation of any such law, ordinance or regulations, whether by himself or by his employees.

2. Permits, Licenses, Fees and Taxes: The Contractor shall procure all permits and licenses, pay all charges, fees and taxes, and give all notices necessary and incident to the due and lawful prosecution of the Work.

These provisions for securing permits, licenses and paying for all charges, fees and taxes will not be paid for directly but shall be considered subsidiary to the various bid items of this contract.

3. Responsibility for Damage Claims: **CONTRACTOR SHALL 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 ANY NATURE ON ACCOUNT OF DEATH, PERSONAL INJURIES, PROPERTY LOSS OR DAMAGE OR ANY OTHER KIND OF 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 THIS AGREEMENT OR THE PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF WHETHER THE INJURIES, DEATH OR DAMAGES ARE CAUSED OR ARE CLAIMED TO BE CAUSED BY THE CONCURRENT OR CONTRIBUTING NEGLIGENCE OF INDEMNITEES, BUT NOT BY THE SOLE NEGLIGENCE OF INDEMNITEES UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR GROUP. 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 REASONABLY SATISFACTORY TO INDEMNITEES AND PAY ALL CHARGES OF ATTORNEYS AND ALL OTHER COSTS AND EXPENSES OF ANY KIND ARISING FROM ANY OF SAID LIABILITY, DAMAGE, LOSS, CLAIMS, DEMANDS OR ACTIONS. THE INDEMNIFICATION OBLIGATIONS OF CONTRACTOR UNDER THIS SECTION SHALL SURVIVE THE EXPIRATION OR SOONER TERMINATION OF THIS AGREEMENT.**

4. Independent Contractor Status: Contractor is an independent

contractor, not a City employee. Contractor will provide worker's compensation insurance and will pay all F.I.C.A. taxes on employees it hires. Neither Contractor nor Contractor's employees are entitled to any City employee benefits. All employee benefits are the sole responsibility of Contractor.

Contractor shall pay all sales tax generated by its operation prior to the due date. Contractor shall withhold and pay to the appropriate governmental agencies all withholding taxes, F.I.C.A. withholding, Medicare withholding, FUTA, and all similar taxes prior to the due date.

IV. PERFORMANCE REQUIREMENTS:

A. LITTER REMOVAL AND DISPOSAL OF LITTER AND DEBRIS

1. Prior to each mowing 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 areas of contract locations. Including, but not limited to, fence lines, lawns, sidewalks, trees, shrubs, groundcover beds, all curbs and gutters, and other hard surfaces, etc. within the contract areas. Pick-up shall consist of removal of visible litter larger than three (3) inches square. Special attention shall be given to insure the removal of objects, which may cause injury, if thrown from mowing equipment.
2. After mowing, the Contractor shall remove any trash and debris that were cut up by the mowing 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 and proof of such proper disposal through third party invoices or landfill receipts shall be turned in to the Contract Administrator on a monthly basis. While collection vehicle is in motion all trash and debris will be covered in a manner that does not allow for any to escape from the transport vehicle.
3. Should the Contractor dispose of the litter and debris at an illegal dumpsite, it is grounds for termination of this agreement and applicable fine.

B. MOWING AND TRIMMING

1. Turf shall be mowed to a height of **three (3) inches** using reel or rotary type mowers. Rough cutting, scraping and bush hogging will not be permitted. Turf shall be mowed to maintain a neat appearance. If any mowing is to be omitted or delayed, it shall be omitted or delayed only at the discretion of the Contract Administrator or authorized designee. Mowing cycles must be completed according to the cycle requirements indicated on the property detail form.
 - a. Group 1A must be cut weekly (approximately 34 cuts) during the growing season, March through October and

<p>bi-weekly (approximately 8 cuts) during the non-growing season, November through February.</p>	
<p>2. Cycles descriptions are listed below: <u>Growing Season (March through October)</u> 34 cycles = weekly 17 cycles = bi-weekly 11 cycles = monthly <u>Non-growing Season (November through February)</u> 8 cycles = bi-weekly 4 cycles = monthly</p>	
<p>3. Mower height to be measured with mower on a flat, paved surface. A high quality of cut shall be provided using mowers with sharp cutting blades so as not to tear, but cleanly cut the blades of grass. Mowing shall be accomplished in such a manner as not to damage trees, shrubs, plants, signs, or other obstructions. Mowing will not be permitted when, in the opinion of the Contract Administrator, soil and weather conditions are such that the right-of-way will be damaged.</p>	
<p>4. String line trimmers shall not be used to mow or trim turf areas wider than 24 inches, except in areas approved by the Contract Administrator.</p>	
<p>5. Mowing and trimming operations shall be performed in such a manner as to prevent the piling of excessive and unsightly grass clippings and leaves on lawns. The Contractor shall remove excessive clippings immediately following each mowing cycle prior to the work crew leaving the work site.</p>	
<p>6. All resulting lawn clippings 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. immediately after each mowing by the Contractor prior to the work crew leaving the work site.</p>	
<p>7. Contractor shall perform all trimming at each mowing using herbicides, hand labor, or mechanical devices. Trimming shall include around all trees, shrubs, beds, fences, groundcovers, utilities, poles, buildings, obstacles, air conditioning units, curbing, sidewalks, parking lot, concrete pads, including cracks and expansion joints, edges of all exterior hard surfaces, under bleachers, and around running tracks. Any vegetation not cut by the mowing operation located adjacent to, above, or hanging over the curb must be trimmed each mowing cycle. At time of each mowing, trimming shall be done in a manner as not to damage trees, shrubs, fences, etc. At no point will the trim wire come in contact with trees or bushes. At no time shall wild vegetation be allowed to grow out of these areas.</p>	
<p>8. At the time of each mowing, the Contractor shall remove sucker growth at the base of trees before it reaches one foot in height and all materials and debris shall be removed from site after each such pruning. This shall be completed using hand or mechanical loppers to give a clean cut.</p>	
<p>C. WEED CONTROLS</p>	
<p>1. Hard Surfaces</p>	

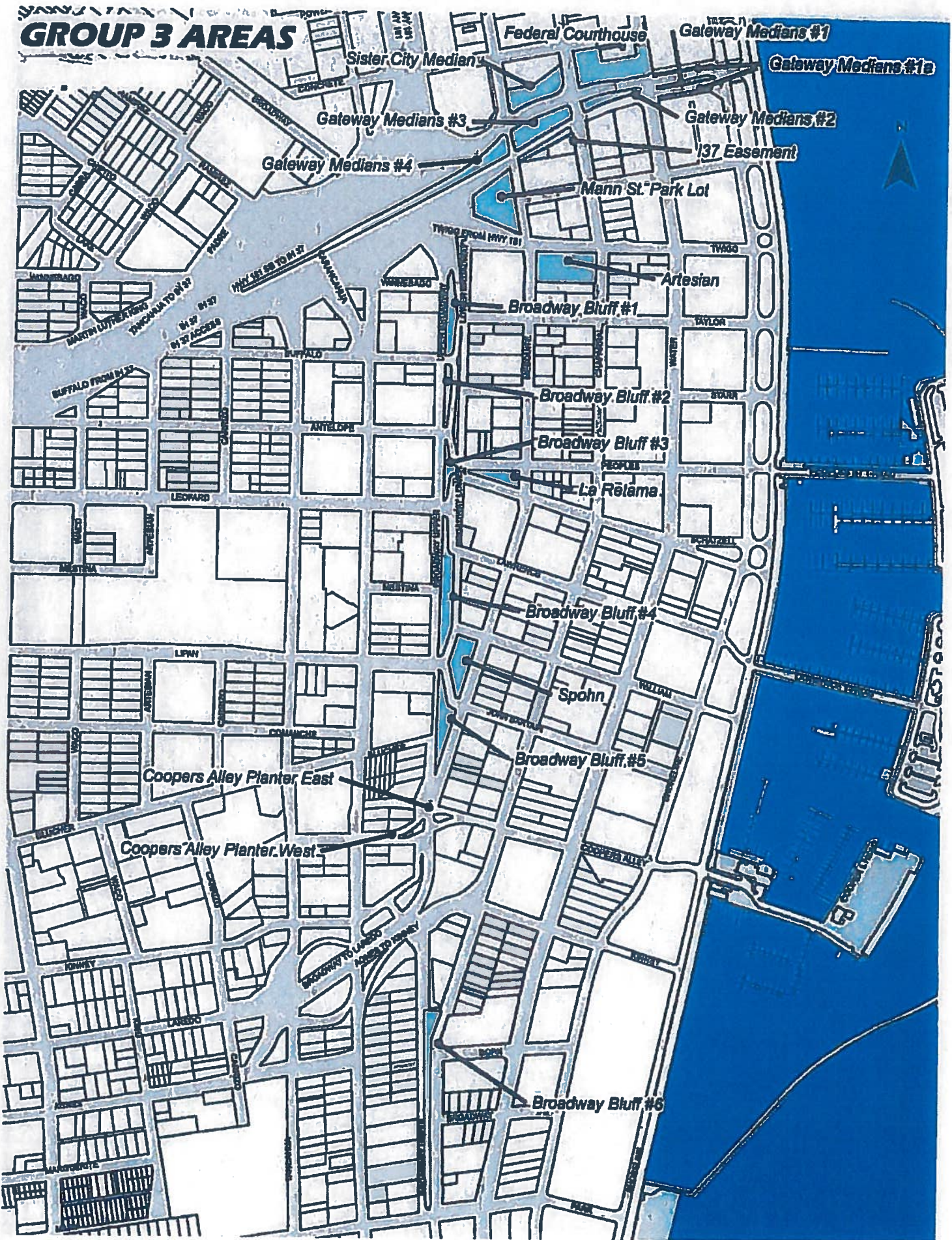
<p>Use of herbicides and hand labor to remove and control undesirable vegetation (weeds) from expansion joints, cracks of sidewalks, parking lots, curbing and concrete medians, including road pavement that is within two (2) feet of said areas.</p>	
<p>2. Beds and Groundcovers – Weed-Free Maintenance Use of herbicides and hand labor to remove and control undesirable vegetation (weeds) in landscaped areas (designated beds, tree collars, and groundcover to include mulch, decomposed granite, decorative rock and plant cover) shall be provided at a minimum of once per month throughout the year for group 5. Weed-free maintenance should be performed annually each Spring in March for groups 6, 7 and 8.</p> <p>3. All weeds growing in and out of the bushes must be removed every service date.</p>	
<p>D. EDGING</p>	
<p>1. This work shall include all curbs and sidewalks. Cut all edges with a mechanical edging device (not line trimmers) three (3) times per year during the growing season. The first edging shall be completed in March, the second in June and the third in October. Groups 6, 7 and 8 do not have mechanical edging requirements.</p>	
<p>2. The Contractor shall promptly remove all debris, including soil and trimmings from the lawn areas, sidewalks, and roadways after each edging operation prior to the work crew leaving the work site. Edge ONLY with steel disc or steel blade edgers. String line trimmers shall not be used for edging.</p>	
<p>E. PRUNING EXISTING SHRUBS, GROUNDCOVERS, AND HEDGES Maintain plant materials in an attractive and healthy growing condition by performing the following operations and other incidental work thereto:</p>	
<p>1. Prune shrubs, groundcovers, and hedges by shaping back to the size that existed at the beginning of the current season. Prune in appropriate season so as not to remove ornamental fruit or blooms. Pruning shall occur before growth exceeds 6 inches. Care shall be taken to ensure natural form and shape of plants is maintained.</p>	
<p>2. Remove all dead and damaged branches of shrubs and groundcovers and hedges.</p>	
<p>3. Remove all materials and debris from trimming operations daily after each pruning prior to leaving the work site.</p>	
<p>F. MULCH</p>	
<p>1. Pre-Emergent Herbicide: All designated mulched areas to be amended shall first be treated with a pre-emergent herbicide application of either Barricade (manufactured by Sandoz Corp.) or Snapshot (manufactured by Dow Chemical), according to the Manufacturer's specifications, prior to applying the mulch.</p>	
<p>2. Mulch Amendment: All existing shrub beds, tree collars, flowerbeds, and groundcover beds shall have mulched turned, fluffed and raked three times annually in March, June and October. Mulch Amendment: All existing shrub beds, tree collars, flowerbeds, and groundcover beds shall have mulched turned, fluffed and raked annually each</p>	

Spring in March.	
3. Mulch requirements do not include playground areas.	
G. APPLICATION OF PESTICIDES	
1. All pesticides used for control purposes, shall be applied by a Licensed Commercial Pesticide Applicator for: (1) Ornamental Plant and Shrub Control (2) Pest Control	
2. Pesticide treatment of trees is not required under this contract. Pesticide applications under this contract will require spot treatment for ants and plant & shrub related insects or parasites as directed by the Contract Administrator or designee.	
3. The above certifications, registrations, licenses, and permits must be issued by the Texas Department of Agriculture and shall be kept valid throughout the term of this contract.	
4. Required City authorization prior to pesticide applications: The Contractor shall submit the appropriate Material Data Safety Sheets and a copy of the label of the pesticide that to be applied to the Contract Administrator or designee for authorization to proceed prior to application of the pesticide.	
5. No "Restricted Use Pesticides" as classified by the administrator of the Environmental Protection Agency shall be used in performance of this contract.	
6. The Contractor accepts total responsibility for replacement of ornamental plants, grasses, or trees whether owned by the City or others, which the City judges to have been damaged or killed as a result of pesticide application under this contract.	
7. No uncertified persons shall apply or otherwise handle any pesticide.	
8. All pesticides shall be applied in accordance with manufacturer's labeling and all applicable federal, state, and local regulations. The City does not require a specific brand of pesticide to be used as long as applications are used for their intended purposes only.	
H. MONITOR IRRIGATION	
1. Contractor shall promptly (same day) notify the Contract Administrator of any broken or damaged irrigation systems and poor or inadequate irrigation patterns and watering schedules that impact quality of turf and/or landscaping.	
I. REPLACEMENT OF DAMAGED PLANTS	
1. The Contractor shall be responsible for the replacement of any plantings that may be damaged due to improper performance of designated maintenance activities. In such case, the Contract Administrator or designee shall specify when replacement is to be made. If the Contractor fails to replace the plantings according to instruction of the Contract Administrator, the Contractor agrees that the City may replace and reduce the Contractor payment by the amount of cost of replacement planting.	
J. NOTIFICATION AND INSPECTIONS	
1. All requests for inspections must be turned by 8:00 a.m. the next	

<p>morning. The Contractor will email the Contract Administrator indicating the locations to be inspected.</p>	
<p>2. When a location is completed, the assigned City Inspector shall inspect the site within one (1) working day and advise the Contractor of any discrepancies. The Contractor shall take whatever action necessary to correct the discrepancies within one (1) working day. For the purpose of this contract, workdays shall include Monday-Friday, unless one of the days is a designated holiday. The Contract Administrator shall then make another inspection and if the discrepancies have not been corrected, the Contractor will be notified and a \$25 (twenty-five) re-inspection fee will be charged for a third inspection. At that time the Contractor shall have one (1) working day to complete the work. If the discrepancies still have not been corrected, the Contractor will be notified to correct the discrepancies, a \$25 fee will be charged for each additional inspection necessary until discrepancies have been corrected. The City shall deduct the inspection fee from the payment to be made to the Contractor for that cycle of maintenance.</p>	
<p>3. All areas have a 10% penalty for unsatisfactory or incomplete work. A 10% penalty will be applied to the invoice total for incomplete cycles. Incomplete cycle payment will be adjusted to reflect the property(ies) missed based on the average price per acre. The 10% penalty will apply to the adjusted invoice total. Bidders must have a local office with a local decision maker.</p>	
<p>4. The City shall have the right at all times to examine the supplies, materials and equipment used by the Contractor, its subcontractors, agents, servants, and employees.</p>	
<p>5. Work Crew Supervision: The Contractor shall provide qualified supervision of each crew at all times while working under this Contract. Each supervisor shall be authorized by the Contractor to accept and act upon all directives issued by the City and Contract Administrator. Failure of the supervisor to act on said directives shall be sufficient cause to give notice that the Contractor is in default of the contract, unless such directives would create potential personal injury or safety hazards.</p>	
<p>K. HOURS FOR MAINTENANCE</p>	
<p>1. Contractor shall supply the City with a written work schedule to indicate the normal starting and completion times for its operations. Changes in such work schedules must be approved by the City.</p>	
<p>2. The work will be scheduled during daylight hours, Monday through Friday.</p>	
<p>3. Saturday and Sunday maintenance will be permitted upon approval by the Contract Administrator or designee. Work performed Saturdays and Sunday will be limited to low use areas and must be reported Monday morning for inspection if complete.</p>	
<p>L. TRAFFIC CONTROL REQUIREMENTS</p>	
<p>1. Contractor shall be required to follow all traffic regulations in accordance with the current version of the Texas Manual on Uniform Traffic Control Devices. Signs, sign stands, safety</p>	

<p>flags, and all other safety materials, devices and safety vests are required to protect the mowers and the traveling public.</p>	
<p>M. SITE DEFECTS</p>	
<p>1. Contractor shall promptly (same day) notify the Contract Administrator or authorized designee of any broken or damaged irrigation systems, poor irrigation patterns, holes, cave-ins, or depressions in turf grass, mulched areas, broken signs, and any other defects or hazards.</p>	
<p>N. FERTILIZING</p>	
<p>1. Application of a 3-1-2 ratio of slow release fertilizer is required during the growing season. Apply fertilizer that has been formulated for this area, is appropriate for the type of turf grass being fertilized and use manufacturer's recommendation for rate of application. Fertilizer application should be bid on a per acre basis.</p>	
<p>V. EQUIPMENT</p>	
<p>A. The typical type of equipment required for the ground maintenance operations are 2 commercial riding lawn mowers 60" or larger, 1 blade edger, 3 string line trimmers, and 2 blowers are required for each 80 acres per cycle awarded. Photographs and/or specifications of each piece of equipment should be included with the bid.</p>	
<p>B. Bidder shall have sufficient resources and personnel to perform the work as specified.</p>	
<p>C. Intentionally sweeping or blowing grass clippings into the streets or gutters is prohibited by a City of Corpus Christi Ordinance.</p>	
<p>VI. BIDDER'S PROFILE and QUALIFICATIONS</p>	
<p>A. Bidders must have a minimum of one year (1) continuous experience in Grounds and Turf Maintenance mowing, or hold a maintenance contract that is in good standing with the City and/or Company must be in business for the last two (2) years.</p>	
<p>B. Bidder is not currently involved in litigation with the City nor has the Bidder been involved in litigation with the City during the last 5 years.</p>	
<p>C. Bidder does not have any outstanding lawsuits nor has the Bidder been involved in any lawsuits during the last 5 years that may materially affect its ability to provide the services described herein.</p>	
<p>D. Any bidder which has previously or is currently contracting with the City of Corpus Christi, or any other municipality, must be or have been in good standing with the municipality and shall not have been terminated, resigned or quit for any cause within the past 5 years.</p>	
<p>E. Provide name of municipality, term of contract, and municipality contact information.</p> <p style="padding-left: 40px;">Name of Municipality:</p> <p style="text-align: center;">_____</p> <p style="padding-left: 40px;">Term of Contract:</p> <p style="text-align: center;">_____</p> <p style="padding-left: 40px;">Municipality Contact Name and Telephone Number:</p>	

GROUP 3 AREAS



Downtown / Bayfront / Parks

GROUP 3	MAINTENANCE AREA	LOCATION/ADDRESS	AC
1	Artesian Park	Chaparral & Twigg	1.04
2	Lower/Upper Broadway Bluff #1	Taylor to Buffalo ($\pm 30^\circ$ slope)	0.13
3	Lower/Upper Broadway Bluff #2	Buffalo to Antelope ($\pm 30^\circ$ slope)	0.22
4	Lower/Upper Broadway Bluff #3	Antelope to Leopard ($\pm 30^\circ$ slope)	0.25
5	Lower/Upper Broadway Bluff #4	Leopard to Lipan ($\pm 30^\circ$ slope)	0.60
6	Lower/Upper Broadway Bluff #5	Lipan to Mesquite ($\pm 30^\circ$ slope)	0.48
7	Lower/Upper Broadway Bluff #6	YMCA Complex to Park ($\pm 30^\circ$ slope)	0.47
8	Coopers Alley Planter East	Coopers Alley East of Mesquite	0.02
9	Coopers Alley Planter West	Coopers Alley West of Mesquite	0.01
10	Gateway Medians #1	Water to Shoreline	0.05
11	Gateway Medians #1a	Water to Shoreline (sidewalk easement)	0.02
12	Gateway Medians #2	Chaparral to Water	0.19
13	Gateway Medians #3	Mesquite to Chaparral	0.64
14	Gateway Medians #4	Hwy 181 to Mesquite	0.41
15	Federal Courthouse	Behind courthouse, Chaparral to Water	1.30
16	La Retama Park	500 Mesquite	0.50
17	Mann St. Parking Lot	9800 Block Mesquite	1.55
18	I37 Easement	I37, Mesquite to Chaparral	0.13
19	Sister City Median	I37, Mesquite to Chaparral	0.72
20	Spohn Park	213 Mesquite	0.83
		TOTAL	9.56

Event Line Response

ATTACHMENT "B"

Company: 1
Supplier Group: 1
Supplier Contact: 1

Event #: 112-1
Supplier: 1355

Line #: 4

Supplier Name: La Med Facility Maintenance
Supplier Contact Name: Edward Tijerina

Line Response

Line Details

Description:

Item: GROUP 3

Quantity: 401.5200

GTIN:

Manufacturer Code:

Commodity Code:

Item Description: 20 Properties: 9.56 acres x

UOM: AC

GTIN Description:

Division:

Commodity Description: ROADSIDE, GROUNDS, RECREATIONAL AND PARK AREA SERVICES

Output Type: Blanket

Requested Delivery Date:

Manufacturer Number:

Enter Line Response Information

Vendor Item: GROUP 3

Vendor Item Description: 20 Properties: 9.56 Acres

Quantity: 401.5200

UOM: AC UOM Detail: Acres

Unit Price: 55.00000 No Charge: No No Bid: No

Extended Price: 22,083.60

Response Comments:

ATTACHMENT "C"

INSURANCE REQUIREMENTS

I. CONTRACTOR'S LIABILITY INSURANCE

- A. Contractor must not commence work under this contract until all insurance required has been obtained and such insurance has been approved by the City. Contractor must not allow any subcontractor, to commence work until all similar insurance required of any subcontractor has been obtained.
- B. Contractor must furnish to the City's Risk Manager and Director of Parks and Recreation Department, one (1) copy of Certificates of Insurance 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 by endorsement is required on all applicable policies. Endorsements must be provided with Certificate of Insurance. Project name and/or number must be listed in Description Box of Certificate of Insurance.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
30-day advance written notice of cancellation, non-renewal, material change or termination required on all certificates and policies.	Bodily Injury and Property Damage Per occurrence - aggregate
COMMERCIAL GENERAL LIABILITY including: <ol style="list-style-type: none"> 1. Commercial Broad Form 2. Premises – Operations 3. Products/ Completed Operations 4. Contractual Liability 5. Independent Contractors 	\$1,000,000 Per Occurrence \$2,000,000 Aggregate
AUTO LIABILITY (including) <ol style="list-style-type: none"> 1. Owned 2. Hired and Non-Owned 3. Rented/Leased 	\$500,000 Combined Single Limit
WORKERS'S COMPENSATION (All States Endorsement if Company is not domiciled in Texas)	Statutory and complies with Part II of this Exhibit.
Employer's Liability	\$500,000/\$500,000/\$500,000

- C. In the event of accidents of any kind related to this contract, 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 statutory amounts according to the Texas Department of Insurance, Division of Workers' Compensation. An All States Endorsement shall be required if Contractor is not domiciled in the State of Texas.
- 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 renewal certificates of insurance throughout the term of this contract and any extensions within 10 days of the policy expiration dates. All notices under this Exhibit 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, and volunteers, as additional insureds by endorsement with regard to operations, completed operations, 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 thirty (30) calendar days advance written notice directly to City of any, cancellation, non-renewal, material change or termination in coverage and not less than ten (10) calendar days advance written notice for nonpayment of premium.
- E. Within five (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 stop work hereunder, and/or withhold any payment(s) 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 contract.
- 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 contract.
- I. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this contract.

2015 Insurance Requirements
Parks and Recreation Department
City-Wide Mowing Contract
12/15/2015 ds Risk Management