

## SERVICE AGREEMENT NO. 5608

### Mowing and Securing Non-Code Compliant Properties

THIS **Mowing and Securing Non-Code Compliant Properties Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and Richard Herrera, Jr., dba R.H. Const. & Mowing ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Contractor has bid to provide Mowing and Securing Non-Code Compliant Properties in response to Request for Bid/Proposal No. 5416 ("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 and Securing Non-Code Compliant Properties ("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 two 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 one 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 \$100,000.00, 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:

Michael San Miguel  
Development Services Dept.  
361-826-3441  
MichaelSM2@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; Release.**

(A) 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.

(B) As an independent contractor, the Contractor acknowledges and understands that no workers' compensation insurance shall be obtained by the City covering the Contractor and, further, that he/she is not entitled to participate in any of the City's employee benefit programs nor is his/her spouse and any dependents entitled to participate.

(C) In lieu of the Contractor having workers' compensation coverage for themselves as an individual person performing the Services for the City, the Contractor agrees to execute the "Release of Liability and Covenant Not to Sue" document, a copy of which is attached to this Agreement as Attachment C-1 and the contents of which, as a completed instrument, are incorporated by reference into this Agreement as if fully set out here in its entirety.

**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: Michael San Miguel, Contracts/Funds Administrator

2406 Leopard St., Corpus Christi, TX 78401  
Phone: 361-826-3441

**IF TO CONTRACTOR:**

R.H. Const. & Mowing  
Attn: Richard Herrera, Jr.  
2145 Shirley Dr., Coprus Christi, TX 78416  
Phone: 361-548-5170  
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.

**SIGNATURE PAGE FOLLOWS**

**CONTRACTOR**

Signature: \_\_\_\_\_

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

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

**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 C-1: Release of Liability and Covenant Not to Sue
- Attachment D: Warranty Requirements

**Incorporated by Reference Only:**

- Exhibit 1: RFB/RFP No. 5416
- Exhibit 2: Contractor's Bid/Proposal Response



## ATTACHMENT A: SCOPE OF WORK

### **General Requirements**

The Contractor shall provide all labor, insurance and equipment necessary for the mowing, maintenance and securing of non-code Compliant properties as specified in the following Scope of Work.

### **Contractor Rotation Process**

The Contractor will be placed on a rotation list for determining which Contractor will mow a given property. The initial order in which Contractors are placed on the rotation list shall be determined by random drawing. The first Contractor's name drawn shall be the first on the list. The second name drawn shall be second, and so on.

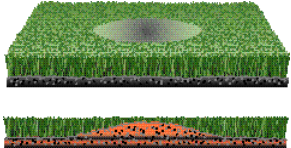
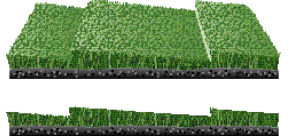
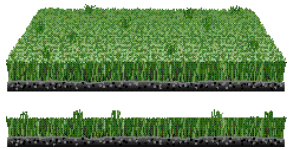
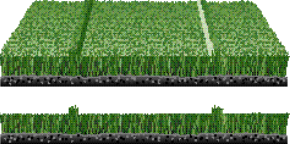
### **Scope of Work**

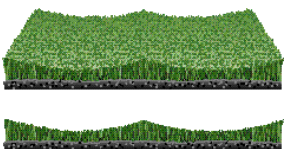
The Contractor shall provide mowing, maintenance and securing of non-code Compliant properties services including but will not be limited to mowing, line trimming, edging, tree/brush trimming, removal of debris and securing of vacant and occasionally occupied properties as deemed necessary on a health and safety basis as outlined below:

- A. Contractor shall cut grass to a length of 1½ inches to 2 inches at all designated locations requiring fine mowing and to length of 2 ½ inches to 3½ inches for all designated locations requiring rough mowing.
- B. Contractor shall remove all trash, debris, cans, bottles, tires, paper and plastic from the grounds and fence lines. After mowing, Contractor shall remove any trash and debris cut up by the mowing process. Contractor must use a push mower and rake where needed. Contractor will not dispose of any trash and debris into dumpsters or accessory structures located on the property. The trash and debris must be removed from the property and disposed of in accordance with City ordinances. If a property has 50 or more tires, a "Whole Used or Scrap Tires Manifest" shall be submitted to the landfill. A receipt of disposal from the City landfill or other Texas Commission Environmental Quality (TCEQ) registered landfill will be required as proof of final and proper disposal. Contractor is required to show work orders or case number to landfill scale personnel to show proof of worksite and avoid disposal fee. A penalty may be imposed for failure to provide proof of receipt and/or payment may be withheld. The receipt of disposal must be attached to the before and after photographs.
- C. Contractor shall clean and scrape sidewalks, curbs and gutters from accumulation of grass growth, dirt and sand. Contractor shall clean all sidewalks, fence lines, curbs, gutters, street edge, structures, buildings and

any wires free from clinging, climbing and crawling grasses, vines, sand, dirt and grass clippings as required in City Code of Ordinance Section 49-10 Duty of abutting owners, etc. to keep sidewalks, curbs, and gutters clean and free from sand, leaves or dirt, grass or weeds.

- D. Contractor shall trim all tree limbs that hang lower than seven feet over the sidewalk or ground surface and tree limbs that hang lower than 13 feet over the street. Trees identified for removal must be cut to ground level.
- E. Contractor shall not remove any gas tanks or 55-gallon drums from the property.
- F. The landfill accepts household hazardous waste labeled and in original containers (antifreeze, solvents, brake fluid, transmission fluid, batteries, cleaning solvents, polishes, oven cleaner, pool chemicals, poisons, paint, paint thinner, paint stripper, spray paint, weed killer, pesticides/insecticides, sprays) and motor oil (in sealed containers no larger than five gallons).
- G. Contractor shall avoid causing “windrows” when mowing. Windrows occur when a mower goes one direction and causes the grass to lie over because of wheels, etc. This creates rows of grass not cut uniformly.
- H. Contractor shall avoid improper mowing, including, but not limited to:

TERM	DESCRIPTION	IMAGE
Scalping	mowing deck comes close to or hits the ground	
Stepped Cutting	sharp ridges left in the lawn surface	
Stingers [stragglers/flags]	sparse patches of uncut grass left behind the mower	
Streaking	thin strips of uncut grass left behind the mower	

Uneven Cutting	wavy or smooth troughs in the lawn surface	
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- I. All work completed by Contractor shall be subject to approval by the area Code Compliance Official/Officer or department designee. Code Compliance Official/Officer shall have the right to require the Contractor to re-mow, re-trim, re-edge, re-sweep or re-board properties if the work has not been performed to contract specifications. Properties which have not been abated adequately will be re-done before payment authorization is approved and before additional work orders are issued. Additionally, any work orders already issued to Contractor may be pulled.
  
- J. Contractor shall meet all the requirements for properly securing a vacant structure as designated in the Vacant Building Ordinance City Code of Ordinances Section 13-3009 all unsecured doorways, windows, or other exterior openings must be covered by wooden structural panels. However, the glazed portion of an otherwise structurally sound door may be replaced or covered by a wooden panel. Standards for the boarding of a vacant building and painting the wood in accordance with City Code of Ordinances Section 13-3010 apply at least two coats of exterior paint to the exterior panels installed on all openings, windows, and doors. The coat of the exterior paint must be black, white, the predominant color of the building, or a color approved by the administrator.
  
- K. Contractor shall have an email address to receive and return work orders to the issuing Code Compliance Official/Officer and Code Compliance Supervisor once completed.
  
- L. Photographs taken by Contractor are required on each work order issued.
  1. For a vacant building, a minimum of eight photographs (before work is started and again after the work is completed) are required to include:
    - a. one photograph from the front (including curb and gutter) before the work is started
    - b. one photograph from the back (including rear yard) before the work is started
    - c. one photograph from each side of the structure before the work is started
    - d. one photograph of each location listed above after the work is completed.
    - e. Photo of load with Litter and Solid Waste for Tonnage Ticket verification.

2. For a vacant lot, a minimum of four photographs (before the work is started and again after the work is completed) are required to include:
  - a. one photograph from the front (including curb and gutter) before the work is started
  - b. one photograph including rear of the lot before the work is started
  - c. one photograph of each location listed above after the work is completed.
  - d. **Each photograph is to be taken at the same location and angle as the before pictures. Each photograph shall be labeled with the address, date.**
  - e. **“BEFORE” and “AFTER”**. If photographs are not submitted at the completion of the job payment may be delayed. All photographs must be clear without the use of filters.
  - f. Photo of load with Litter and Solid Waste for Tonnage Ticket verification.
3. For UVB (Unsecured Vacant Buildings), the total number of openings; before the work is started and again after the work is completed are required to include:
  - a. boards needed are plywood
  - b. photograph of each opening before and after board up
  - c. boards are required to be painted white
  - d. accurate covering of plywood on the opening. Anything other than that must be approved through a supervisor.
  - e. If there is an additional opening that's not on work order, you must contact the code officer for approval to cover the opening.
  - f. Make sure the board is properly secured.
4. Care of Premise/ Warrant Abatement, this will always require a warrant and cannot be started without a DPO or Code Officer Present.
5. Bid/Warrant Abatements- Contractor must be on time to all scheduled Bid/warrant Abatements (24-hour notice of unavailability must be communicated via email). Contractor must be ready to commence work with all necessary equipment (i.e., trailer, mower, trimmers etc.) as soon as

the bid process is complete, and the bid has been awarded. Failure to have the proper equipment will result in the forfeiture of the bid and the abatement will be awarded to the next lowest bidder.

**6. ALL BEFORE/AFTER PHOTOS MUST BE SUBMITTED VIA EMAIL NO LATER THAT 48 HOURS OF THE COMPLETION OF THE WORK ODER.**

- M. The Contractor will not mow any property that is less than 12 inches, or when the rightful property owner has already started the mowing/clearing process.

**Contractor is still required to provide photographs of the property even if the property is in compliance or mowed by the property owner. One photograph of the front and one of the back, when submitting a mowed by owner work order.**

- N. Contractor will maintain a professional and civil disposition with all City representatives, City staff members and the general public. Failure to do so may result in the termination of the Contractor's agreement as determined by the City.
- O. When emergency services are requested, the Contractor must respond within two hours and complete the work order within four hours.
- P. Contractor shall possess and display a current Solid Waste Haulers Permit sticker on each vehicle and trailer used for transporting solid waste. (Permit must be renewed by August 1 of each year).
- Q. Contractor shall have a tarpaulin or cover over the load when transporting solid waste to the landfill or other approved point of disposal.
- R. In the event of equipment failure that will extend completion of the work order, Contractor must notify the issuing Code Official/Officer and Code Compliance Supervisor.
- S. Any and all costs, either direct or indirect, associated with or incidental to Contractor's performance of the services described in this scope of work are the sole responsibility of Contractor and considered to be included in the contract pricing. Such expenses may include, but are not limited to: travel to and from the subject property, execution of the work order, clearing and transporting of debris, storage fees, hauler permit fees, cost of required insurances and etc.
- T. Contractor must provide supervision of the work to ensure compliance with the contract requirements.

- U. Contractor shall ensure subcontractors comply with all requirements of this contract, including, but not limited to, those regarding insurance and permits.
- V. Contractor shall remain in full compliance with all requirements. Cancellation or expiration of insurance (unless renewed or secured through another licensed insurance provider) during the contract period will result in automatic disqualification of Contractor and removal from the rotation list.
- W. Contractor must be equipped with a cellular telephone. Contractor shall furnish the City with a list of cellular telephone numbers for on-site representatives. This is to provide a means of effective communication between City officials and Contractor's representative concerning directions, response time, cancellations or problems encountered at the site.
- X. If there are any questions or problems encountered on a property, Contractor must contact a Code Compliance Supervisor or issuing Code Official/Officer, not the property owner or neighbor.

### **Equipment Requirements**

Contractor shall have all equipment, in good working order, needed to comply with all requirements of this contract including, but not limited to, the following:

- A. Push (walk-behind) Mowers
- B. Large (riding) Mowers
- C. Edger(s)
- D. String Trimmer(s) / Weed Eater(s)
- E. Leaf Blowers / Vacuums
- F. Tree and Brush Trimming Equipment (bow saws, shears, hedge cutters, etc.)
- G. Tree Cutting Equipment (chain saw, etc.)
- H. Trailers (to haul debris)
- I. Cleaning Equipment (brooms, scrapers, rakes, etc.)
- J. Masonry (concrete) Tools / Equipment (masonry drill, masonry drill bits, masonry screws/nails, concrete demolition hammer, etc.)

- K. Other Equipment / Material (CDX exterior grade plywood or oriented strand board ("OSB") with a minimum one-half (½) inch nominal (seven-sixteenths (7/16) inch actual) thickness, one-way screws/fasteners, liquid nails, etc.)

### **Ozone Warning Days**

- A. All push mowers, weed eaters, or other small engines shall not be used at all.
- B. No mowing shall 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 for such a situation, mowing shall be kept to a minimum. However, the City shall retain the right to determine and notify Contractor of any such special event, emergency, or liability.
- C. Diesel powered mowing equipment shall be allowed to operate on the second day of consecutive Ozone Action Days, if equipment is labeled stating the type of fuel used and Contractor has contacted the City and received permission to proceed with the work order.
- D. Equipment using reformulated gas shall be allowed to operate on the third day of consecutive Ozone Action Days, if equipment is labeled stating the type of fuel is used and Contractor has contacted the City and received permission to proceed with the work order.

### **Security Requirements**

- A. Contractor shall maintain and abide by the security measures at all locations including locking gates when leaving the work site and replacing fencing if removed by Contractor.
- B. Contractor shall not enter building(s) at any location(s) for any reason without receiving prior approval from the designated Code Compliance Supervisor or Code Compliance Official/Officer.

### **Protection of Property**

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

- B. Mowing equipment and/or heavy equipment shall not be permitted on properties when, in the opinion of the Contract Administrator, soil and weather conditions are such that the property will be damaged. Any damage caused by mowing equipment and/or heavy equipment shall be addressed by the Contract Administrator.

### **Schedule**

- A. Hours of Operation – Contractor shall perform work Monday through Friday and will be required to be available for weekend assignments as necessary, excluding City recognized holidays.
- B. Contractor must pick up assigned work orders within two business days when the email server is down. All work orders assigned need to be completed within the specified time period:
  - 1. Five calendar days from date of issue for mowing and clearing lots.
  - 2. Five calendar days from date of issue for board ups unless emergency conditions require immediate attention.
  - 3. Work orders not completed on time or within the scope of the specification may result in future work orders or payments being withheld.
- C. In the event Contractor, does not complete the work order within the required five calendar days of assignment, the City reserves the right to arrange for services from the next Contractor. Contractor's frequent failure to complete the work described herein may result in disqualification of the Contractor and removal from the rotation list. This decision will be made by the City and is final.
- D. In the event of equipment failure that will extend work order completion past completion date, Contractor must contact the Contract Administrator or department designee.



## ATTACHMENT B: PRICING SCHEDULE

By means of this RFQ, the City will secure qualified Contractors agreeing to the following standard service price schedules, established by the City of Corpus Christi:

### A. Mowing & Clearing- Vacant Lot Rate Table:

	LOT SIZE						
	1	2	3	4	5	6	7
	1-5,000 square feet	5,001- 10,000 square feet	10,001- 15,000 square feet	15,001- 20,000 square feet	20,001- 25,000 square feet	25,001- 30,000 square feet	Over 30,000 square feet
<b>Density A</b>	\$0.013	\$0.011	\$0.009	\$0.007	\$0.006	\$0.005	To be bid out
<b>Density B</b>	\$0.017	\$0.015	\$0.013	\$0.011	\$0.009	\$0.007	To be bid out
<b>Density C</b>	\$0.025	\$0.022	\$0.019	\$0.017	\$0.015	\$0.012	To be bid out

**NOTE:** If the square footage times the price per square foot is less than or equal to \$65.00, then the Contractor will be paid \$65.00. For lot sizes over 30,000 square feet, the City will solicit bids from at least three qualified Contractors on the rotation list. All bids shall be submitted on the CLEAN UP FORM and/or the BOARD UP FORM (attached). Of the three, the qualified vendor who submits the lowest bid will be awarded that job. The two qualified vendors who do not win the bid will be returned to the rotation list.

**Density A:** Low density vegetation.

**Density B:** Medium density vegetation and/or light debris.

**Density C:** High density vegetation and/or heavy debris.

**Light Debris:** Grass clippings, high weeds (12" or higher), leaves, paper and plastic litter items and discarded textiles of all sorts.

**Moderate Debris:** Trash items including, but not limited to, aluminum or tin cans, toys, bottles, old vessels of all sorts, and household items (e.g., dishes, tableware, pots, and pans, etc.)

**Heavy Debris:** Appliances, toilets, furniture, tires, tree trunks, tree limbs and branches.

### B. Other Services:

Service	Unit Price
Tree Trimming (7 ft. from the ground and 13 ft. over the street)	\$45.00 each
Tree Removal	\$95.00 each
Bee Abatement	\$85.00
Debris Disposal (construction material/brush/furniture/bulky items)	\$56.43 per ton
Concrete Disposal (slab/rubber)	\$28.21per ton
Securing Structures (Board ups) with contractor provided list	\$90.00 each opening
Disposal fee	\$10.00 per work order
*Tires	\$00.00

\*If there are 50 Tires or more, a TCEQ form must be filled out by the Code Officer and the contractor.

**NOTE:** The city reserves the right to change the rates listed above based on changes to fees for disposal of items at the landfill or other conditions that may warrant price changes.

## ATTACHMENT C: INSURANCE AND BOND 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 Contract Administrator 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 **endorsement** is required on GL, AL and WC if applicable. **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
<b>30-day advance written notice of cancellation, non-renewal, material change or termination required on all certificates and policies.</b>	<b>Bodily Injury and Property Damage</b> Per occurrence - aggregate
COMMERCIAL GENERAL LIABILITY including: 1. Commercial Broad Form 2. Premises – Operations 3. Products/ Completed Operations 4. Contractual Liability 5. Independent Contractors 6. Personal Injury- Advertising Injury	\$500,000 Per Occurrence \$500,000 Aggregate
AUTO LIABILITY (including) 1. Owned 2. Hired and Non-Owned 3. Rented/Leased	\$300,000 Combined Single Limit
WORKERS'S COMPENSATION (All States Endorsement if Company is not domiciled in Texas) Employers Liability	Statutory and complies with Part II of this Exhibit.  \$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.

No Bonds are required for this Service Agreement.

2023 Insurance Requirements  
Code Enforcement  
General Mowing Contractors – Grounds Maintenance  
10/6/2023 Risk Management – Legal Dept.

## ATTACHMENT C-1

### RELEASE OF LIABILITY AND COVENANT NOT TO SUE

STATE OF TEXAS       §  
COUNTY OF NUECES   §

This **release of liability and covenant not to sue** (“**Release**”) is executed on the date indicated below and is entered into for the purpose of releasing the City of Corpus Christi and its officers, officials, employees, representatives, agents, and volunteers (collectively, the “City”) from any and all liability whatsoever arising out of, caused by, or in any way connected with, either proximately or remotely, wholly or in part, participation by **Richard Herrera, Jr.** (“Contractor”), an individual, in providing services to and for the City, which is the subject of the attached contractual agreement (“Agreement”) between the City and Richard Herrera, Jr..

This Release serves to relinquish and forever waive certain legal rights to which Contractor may be entitled by law or in equity. As such, Contractor is encouraged to consult with an attorney of his/her own choosing and at Contractor’s sole expense prior to signing this document; however, Contractor may voluntarily choose to sign this Release without obtaining such consultation.

I, Richard Herrera, Jr./Contractor, in exchange for the City allowing me to forego the condition of providing workers' compensation insurance coverage (which includes covering myself or obtaining a separate health policy covering myself) as a requirement of the Agreement, do hereby voluntarily enter into the following covenants:

1. I acknowledge that the capacity in which I will be participating in the Agreement is that of an independent contractor and not as an employee or agent of the City. I further understand that, as an independent contractor, I will receive no workers’ compensation benefits, health benefits, disability benefits, nor other insurance benefits of any kind which might be available to full-time employees of the City and that, as an independent contractor, I am fully responsible for incurring the cost of and paying for any medical services that I may require during the term of the Agreement;
2. I acknowledge and understand that there may be risks involved in participating in the Agreement, I voluntarily and knowingly assume any and all such risks, and I shall rely solely on myself and not the City in determining what those risks are and the extent of and exposure to the risks involved. I understand and agree that I am participating in this Agreement at my own risk, and I hereby release, waive, and in all ways relinquish any and all present and future claim(s) against the City that I, my heirs, successors, permitted assigns, or any other person or entity (as used collectively here and hereinafter as “I”) may assert, have, or acquire as a result of any bodily injury (including serious injury resulting in death), property damage, or loss of any kind whatsoever to myself or to my real or personal property arising out of, resulting from, or in any way connected with my participation in the Agreement between myself and the City;
3. I hereby release the City from all liability and waive and relinquish any and all such claims which may arise, and I further covenant not to file any lawsuits against nor join in any lawsuits with others to sue the City for any such claim, injury, loss, damage, or expense from participating in the Agreement regardless of whether the same may arise,

result from, or be caused by any negligence or gross negligence of the City;

4. I acknowledge that the services I provide pursuant to the Agreement may occur on real property located in the City of Corpus Christi, Nueces County, Texas, and that may be owned, leased, controlled, or managed by the City. Further, I acknowledge that my services under the Agreement may, at times, be performed with tools, equipment, and other personal property owned, leased, controlled, or managed by the City. By execution of this Release, it is my express intention to completely absolve the City of all potential liability caused by, arising out of, or incident to my performance of services on City real property and that may be performed with tools, equipment, or other personal property of the City;

5. I desire and agree that this Release shall apply to any and all activities during or in any way connected with my individual participation in the Agreement and my performance under such Agreement;

6. I agree that this Release shall be governed by and be enforceable under the laws of the State of Texas. Venue shall lie in Nueces County, Texas, where the Agreement is performed and my services are provided;

7. I acknowledge and fully understand that I am required by State law to provide workers' compensation coverage for any person(s) that I employ who participate in providing or performing any of the services under the Agreement and agree to so obtain the required workers' compensation coverage as mandated under this Agreement; and

8. I hereby acknowledge that I have been informed in writing that I may consult an attorney prior to signing this Release. I have carefully and thoroughly read the foregoing provisions of this Release of Liability and Covenant Not to Sue and, intending to be legally bound, voluntarily accept each of its terms and conditions and willingly agree to the covenants to which I am bound.

**EXECUTED** this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Richard Herrera, Jr.

**STATE OF TEXAS       §**  
**COUNTY OF NUECES   §**

This instrument was acknowledged before me on \_\_\_\_\_, 2024, by Richard Herrera, Jr..

\_\_\_\_\_  
Notary Public's Signature

## ATTACHMENT D: WARRANTY REQUIREMENTS

No product warranty is required for this Service Agreement.