

SERVICE AGREEMENT NO. 799

Mowing of Storm Water and Street Right-of-Ways

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

WHEREAS, Contractor has bid to provide Mowing of Storm Water and Street Right-of-Ways in response to Request for Bid/Proposal No. 165 ("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 of Storm Water and Street Right-of-Ways ("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.** This Agreement is for 12 months, with performance commencing upon the date of issuance of a notice to proceed from the Contract Administrator or Purchasing Division. This Agreement includes an option to extend the term for up to two additional 12-month periods ("Option Period"), provided, the parties do so prior to expiration of the original term or the then-current Option Period. The decision to exercise the option to extend the term of this Agreement is, at all times, within the sole discretion of the City and is conditioned upon the prior written agreement of the Contractor and the City Manager.
- 3. Compensation and Payment.** The total value of this Agreement is not to exceed \$367,772.00, subject to approved extensions and changes. Payment will be made for Services completed 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.

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:

Tessy Gonzalez
Parks and Recreation
Phone: 361-826-3493
Email: TessyG@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 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.** Any Services 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.** 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. 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.
- 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 30th annually, is subject to appropriations and budget approval specifically covering this Agreement as an expenditure in said budget, and it is within the sole discretion of the City's City Council to determine whether or not to fund this Agreement. The City does not represent that this budget item will be adopted, as said determination is within the City Council's sole discretion when adopting each budget.
- 11. Independent Contractor.** Contractor will perform the work required by this Agreement as an independent contractor and will furnish such Services in its own manner and method, and under no circumstances or conditions will any agent, servant or employee of the Contractor be considered an employee of the City.

- 12. Subcontractors.** Contractor may use subcontractors in connection with the work performed under this Agreement. When using subcontractors, however, the Contractor must obtain prior written approval from the Contract Administrator if the subcontractors were not named at the time of bid or proposal, as applicable. In using subcontractors, the Contractor is responsible for all their acts and omissions to the same extent as if the subcontractor and its employees were employees of the Contractor. All requirements set forth as part of this Agreement, including the necessity of providing a COI in advance to the City, are applicable to all subcontractors and their employees to the same extent as if the Contractor and its employees had performed the work.
- 13. Amendments.** This Agreement may be amended or modified only by written change order signed by both parties. Change orders may be used to modify quantities as deemed necessary by the City.
- 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 related 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: Tessy Gonzalez
Title: Contract Administrator
Address: 1201 Leopard St. Corpus Christi, Texas 78401
Fax: 361-826-3864

IF TO CONTRACTOR:

2Chainz Brush Clearing, LLC.
Attn: Joe Chaney
Title: Owner
Address: 305 CR 4291, Lolita, Texas 77971
Fax: 361-920-1383

17. CONTRACTOR AGREES TO 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 WHATSOEVER ON ACCOUNT OF PERSONAL INJURIES (INCLUDING DEATH AND WORKERS' COMPENSATION CLAIMS), 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 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 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 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 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 Manager may terminate this Agreement for Contractor's failure to perform the work specified in this Agreement or to keep any required insurance policies in force during the entire term of this Agreement. The Contract Administrator 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 Manager may terminate this Agreement immediately thereafter.

(B) Alternatively, the City Manager may terminate this Agreement for convenience upon 30 days advance written notice to the Contractor. The City Manager 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. 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.
- 20. 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.
- 21. 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 and its attachments
 - B. the bid solicitation document, including addenda (Exhibit 1)
 - C. the Contractor's bid response (Exhibit 2)
- 22. 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.
- 23. 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 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.
- 24. 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: Joe Chaney

Printed Name: Joe Chaney

Title: Owner

Date: 12/27/16

CITY OF CORPUS CHRISTI

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Attached and Incorporated by Reference:

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

Incorporated by Reference Only:

- Exhibit 1: RFB/RFP No. 165
- Exhibit 2: Contractor's Bid/Proposal Response

ATTACHMENT A - SCOPE OF WORK

4.1 General Requirements

The Contractor shall mow storm water and street right-of-ways in accordance with the Storm Water Department's maintenance operations of the Storm Water Drainage Collection System. All areas are located within the City limits of the City of Corpus Christi.

4.2 Scope of work

- A. Prior to each operation, the Contractor shall remove all litter and debris, including paper, cans, bottles, bags, grass clippings, accumulated leaves, palm fronds, and other tree litter including tree limbs from the identified locations. Including, but not limited to, fence lines, sidewalks, trees, shrubs, groundcover beds, all curbs and gutters, and other hard surfaces within the identified location. Pick-up shall consist of removal of visible litter larger than three inches square. Special attention shall be given to insure the removal of objects, which may cause injury, if thrown from equipment.
- B. Mowers shall be adjusted for a cutting height of approximately five inches.
- C. Cycle Description:

- Street Right-of-Way~8 Cycles
- Storm Water Drainage~4 Cycles

Street Right-of-Way cycles will run 45 days and Storm Water Drainage cycles will run 90 days. If a cycle is finished before the days are up, the Contractor will not start another cycle until the day after the completion of the previous cycle. There will be only 8 cycle cuts for street right-of-way and 4 cycle cuts for ditch right-of-way in a contract year. Contractor will notify the Contract Administrator upon completion of mowing for a cycle.

- D. All mowing equipment shall be equipped with sharp blades so as not to tear, but cleanly cut the blades of grass.
- E. The Contractor shall mow as close as practicable to all fixed objects exercising extreme care not to damage trees, plants, shrubs, fire hydrants, sign and power poles, guardrails, culvert head walls, delineators or other appurtenances which are part of the right-of-way.
- F. The Contractor shall hand trim around all fixed objects such as trees, plants, shrubs, fire hydrants, sign and power poles, guardrails and culvert head walls, unless specified otherwise and will be subsidiary to the mowing operation.
- G. The Contractor shall be responsible for notifying the Contract Administrator of large object(s), including, but not limited to furniture, appliances and massive dump sites etc. Any large object(s) which are too large to set aside, shall be mowed around

until removal is coordinated by the City. The Contractor shall coordinate the rescheduling of mowing the uncut area with the Contract Administrator.

- H. After operations, the Contractor shall remove any visible trash and debris that were cut up during the process. The Contractor shall not dispose of any trash or debris into dumpsters located on City property. The trash and debris must be removed from City property and disposed of in accordance with all City ordinances. All trash and litter shall be disposed of properly at the Contractor's expense 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.
- I. Emergency Mobilization: Under extraordinary conditions, the City may be required to pull the Contractor from an area actively being worked in order to address an emergency situation. The City recognizes this may create a hardship for the Contractor in terms of equipment and personnel costs. Under such authorized emergency mobilizations the Contract Administrator will authorize the Contractor to charge no more than \$75.00 for fuel for each piece of equipment and \$50.00 per person, not to exceed \$250.00 for labor and equipment in addition to the standard contracted rate for acreage mowed. An "authorized" emergency mobilization is a mobilization initiated by the Contract Administrator. Any unauthorized emergency mobilizations will not be paid for by the City. In addition, the event of an authorized emergency mobilization does not relieve the Contractor of its obligation to maintain the contracted mowing schedule.
- J. Drought Stipulation: The City intends on establishing a routine scheduled right-of-way mowing program which will control the growth of grass and weeds to an acceptable level. However, the lack of rainfall throughout the contract period may slow the growth of grass and weeds to a level which does not require mowing of the rights-of-way at the predetermined scheduled dates. In the event a drought situation develops at any time throughout the contract period, the Contract Administrator will consult with the Director of Storm Water Operations or designee and in turn will direct the Contractor to either continue mowing, mowing on a limited basis or suspend mowing altogether. Cycles which are canceled due to drought conditions will not be made up.

4.3 Work Site and Conditions

- A. The work shall be performed at locations throughout the City as defined by group. See Exhibit 1 for locations.
- B. Contractor shall supply the City with a work schedule to indicate the normal starting and completion times for its operations.
- C. Work Hours: The Contractor will confine all operations to daylight hours, sunrise to sunset and the schedule must be approved by the Contract Administrator prior to commencing the mowing program. It is expected that the work will be scheduled

effectively throughout the contract period in order to accomplish an overall well managed mowing maintenance program.

- D. 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.
- E. Mowing will not be permitted when, in the opinion of the Contract Administrator, soil and weather conditions are such that the rights-of-way will be damaged. Cycles which are canceled due to rainfall will be made up only if needed, as decided by the Contract Administrator. The Contractor will coordinate rescheduling of make-up cycles with the Contract Administrator.
- F. For Ozone Warning Days the following restrictions apply:
 - 1. No use of chain saws, pole saws, motor scooters and other small engines will be allowed.
 - 2. Diesel powered trimming 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 designee, and received permission to proceed with work order.
 - 3. 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 designee and received permission to proceed with work order

4.4 Contractor Quality Control and Superintendence

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

4.5 Traffic Control

The Contractor shall follow all traffic regulations 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, devices and safety vests are required to protect the mowers and the traveling public.

4.6 Equipment

- A. All mowers must be equipped with safety devices which conform to manufacturer's standards and all applicable OSHA regulations to prevent damage to property by flying debris from under the mower. Maximum cutting widths for rigid frame rotary mowers shall be 108 inches. Hinged or batwing mower cutting widths shall be approved by the Contract Administrator. Slope mowers to have 72 inches cutting width and 28 foot or greater cutting reach. All mowers shall be kept in good operating

condition and shall be maintained to provide a clean sharp cut of vegetation at all times. All equipment shall be approved by the Contract Administrator.

- B. The Contractor shall provide a minimum of 1 slope mower, 2 bat-wing mowers, 2 weed eaters and 1 blower for this Work.
- C. Contractor shall have sufficient resources and personnel to perform the work as specified.

4.7 Safety Requirements

Public Safety and Convenience: The safety of the public and the convenience of traffic shall be regarded as prime importance. All portions of streets shall be kept open to traffic. The Contractor shall coordinate all Work with the 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 trimmers 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 there 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.

4.8 Security and Protection of Property

A. Security Requirements:

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

B. Protection of Property:

- 1. The Contractor shall take proper measures to protect all property which might be damaged by Contractor's Work hereunder, and in case of any damage resulting from any act or omission on the part of or on behalf of the Contractor, and shall restore at its own expense the damaged property to a condition similar or equal to that existing before such damage was done, or shall make good such damage in all acceptable manner.
- 2. 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.

4.9 Notifications and Inspections

- A. Each Monday morning prior to 8:00 a.m., the Contractor shall call or email the assigned Contract Administrator indicating the locations and work being performed that week. No work shall be done without proper, prior notification.
- B. When a location is completed, the assigned City Inspector shall inspect the site and either approve the work or advise the Contractor of any discrepancies. The Contractor shall take whatever action necessary to correct any discrepancies within one working day. The Contract Administrator shall then make another inspection and if the discrepancies have not been corrected, the Contractor will be notified and a \$25 re-inspection fee will be charged for a third inspection. At that time, the Contractor shall have one working day to complete the work. If the discrepancies still have not been corrected, the Contractor will be notified to correct the discrepancies and 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.
- C. The City shall have the right at all times to examine the supplies, materials and equipment used by the Contractor, its subcontractors, agents, and employees.
- D. 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.

Exhibit 1

STREET RIGHT OF WAY Zone 7 Section 1

ID	Street Name	Location	Acres
1	Bates Street	Flato to S.P.I.D.	1.223
3	Bear Lane	S.P.I.D. to Joe Mireuir Road	8.45
4	Bush	S.P.I.D. to Los Robles	2.995
6	Flato Road	Agnes (S.H. 44) to Bear Lane	5.061
7	Forrest Lane	NPID to Gibson	0.246
8	Greenwood	Saratoga to Dead End	2.76
9	Hereford	Agnes (S.H. 44) to Leopard	2.69
10	Heinsohn Road	Agnes to Bear Lane	3.328
11	Holly Road	Greenwood to Los Robles	0.593
12	Leopard	Navigation to N.P.I.D	6.1
13	McBride	Leopard to Up River	3.636
14	Molina/Rockford Alley	West Point Rd. to Dead End	2.667
15	McC Campbell	Agnes (S.H. 44) to Leopard	3.326
16	Navigation	Old Brownsville Road to Up River	15.481
17	N.P.I.D.	North Bound - Bear Lane to Agnes	3.636
18	N.P.I.D.	South Bound - Gibson to Bear Lane	1.455
19	N.P.I.D.	South Bound - Leopard to Lexington	0.85
20	Old Brownsville Road	Post to Morgan	1.082
21	Old Brownsville Road	S.P.I.D. to Saratoga	25.207
22	S.P.I.D.	N. & S. – Greenwood to Bear Lane	3.393
23	Talbert Road	Agnes (S. H. 440 to Pavement Ends)	2.085
24	Villa	Agnes (S.H. 44) to Baldwin	1.405
25	West Point Road	S.P.I.D. to Old Brownsville Road	4.008
Total			101.677

STREET RIGHT OF WAY Zone 7 Section 2

ID	Street Name	Location	Acres
26	Agnes (S.H. 44)	Gilliam to Rand Morgan	2.729
27	Alpine	Manning to N. Clarkwood Road	4.875
28	Bearden	Suntide to Hunter Road	1.059
29	Benys Road	Leopard to Hampshire	0.624
30	Bockholt Road	Agnes (S.H. 44) to McGloin Road	7.677
31	Bronco Road	Agnes (S.H. 44) to Sedwick	5.554
32	Chickery	Alpine to Dead-End	0.832
33	N. Clarkwood Road	Agnes (S.H. 44) to Up River Road	14.596

34	S. Clarkwood Road	Agnes (S.H. 44) to City Limits Line	13.45
35	Commerce	Agnes (S.H. 44) to Eklund	1.375
36	Corn Products Road	I.H. 37 to Hopkins Road	10.411
37	Eklund	So. Clarkwood Road to Commerce	0.687
38	Gilliam	Root to Alpine	0.34
39	Hopkins Road	Lexington Blvd. To Agnes (S.H. 44)	4.969
40	Hunter Road	Leopard to Up River Road	2.936
41	Iris	S. Clarkwood to Commerce	0.904
42	Lantana	Lexington Blvd. To Up River Road	8.489
43	Leopard	N.P.I.D. to Corn Products Road	7.75
44	Leopard	Corn Products Road to Rand Morgan Road	42.335
45	Lexington Blvd.	Leopard to N.I.P.D.	4.157
46	Manning	Agnes (S.H. 44) to Sedwick Road	5.363
47	McGloin Road	S. Clarkwood to City Limits (F.M. 763)	9.995
48	Rhew Street	Sedwick to Bearden	3.022
49	Root	N. Clarkwood to Gilliam N. Side	0.13
50	Rusk Street	Agnes (S.H. 44) to Dead-End	0.414
51	Sedwick Road	South Minerals Road to North Clarkwood	9.313
52	South Minerals Road	Up River Road to Sedwick	6.286
53	Stillwell Lane	Leopard to End of Pavement	1.111
54	Suntide Road	Leopard to Lakeview Circle	3.715
55	Tuloso Road	Stillwell to Up River Road	0.815
Total			175.913

**Street Right of Way
Zone 8 Section 1**

ID	Street Name	Location	Acres
56	Baskett	Countiss to Robby	0.358
57	Butler	Violet Road to Cliff Cranshaw	0.742
58	Callicoatte Road	Up River to City Limits	10.774
59	Carbon Plant Road	Up River Road to City Limits Line	0.704
60	Church Street	Leopard to Dead-End	0.419
61	Cliff Crenshaw	Willowood to Blades	0.88
62	County Rd. 69	F. M. 624 to Co. Rd. 52	1.73
63	County Rd. 52 (North Side)	Hwy 77 to County Rd. 69	0.68
64	E. Harrington	Leopard to Dead-End	0.999
65	Emory	Rushing to Dead-End	2.124
66	F. M. 624	Wildcat Drive to City Limits	34.13
67	N. Harrington	McKinzie Road to Irma	1.454
68	Harney	Dead-End South to Dead-End North	0.314
69	Haven Road	Violet to Pavement Ends	2.238
70	Hart Road	Leopard to Up River Road	1.651

71	Hearn Road	Callicoatte Road to Brooklane	6.456
72	Kingsbury	McKinzie to McCain	1.059
73	Leonard	Starlite to Leopard	3.564
74	Leopard Street	Rand Morgan Road to Violet Road	17.92
75	Leopard	Violet Road to Railroad Tracks	14.462
76	Lois	Leopard to N. Harrington	0.356
77	Mallard	Violet Road to Widgeon	1.431
78	Mobile	Robby to Rhodes	0.47
79	McCain	Leopard to Dead-End	1.635
80	McKinzie Lane	McKinzie Road to Carbon Plant Road	3.367
81	McKinzie Road	Kingsbury to City Limits	8.587
82	Nelon	Violet Road to Dead-End	0.505
83	Rand Morgan	Agnes (S.H. 44) to I.H. 37	22.995
84	Rehfield	Up River Road to I. H. 37	0.766
85	Rhodes Ct.	Leopard to Mobile	0.303
86	Robby	Leopard to Kingsbury	2.188
87	Sessions Road	I.H. 37 to End of Pavement	1.49
88	Shady Lane	Starlite to Leonard	0.719
89	Shane	McCain to Dwyer	0.35
90	Starlite	Violet Road to Sunny	2.37
91	Up River Road	I. H. 37 (Violet) to McKenzie	6.1
92	Up River Road	Rand Morgan to Clarkwood	1.6
93	Up River Road	I. H. 37 to Sharpsburg Road	10.299
94	Violet	Starlite to City Limits	5.759
95	Widgeon	Dead Ends to Haven	0.954
96	Warrior	Haven to Horseshoe	0.44
Total			175.342

**Street Right of Way
Zone 8 Section 2**

ID	Street Name	Location	Acres
97	Buckhorn	Leopard to Railroad Avenue	0.215
98	Cynthia	River Lane to Sharpsburg	1.906
99	Elliff	Leopard to Railroad Avenue	0.422
100	Figueroa	Sharpsburg to Nueces River	2.882
101	IH 37 E. side	Sharpsburg to Sharpsburg	2.33
102	Railroad Avenue	Redbird East to I.H. 37	0.495
103	Ripple St.	Highway 77 to Northwest Trail	0.37
104	River Lane	Zamora to Dead End	5.313
105	Sharpsburg Road	Up River Road to Leopard (I.H. 37)	3.978
106	Zamora	Sharpsburg to River Lane	0.684

107	Leopard 2nd Cut	Lexington to Rand Morgan, medians and shoulders 15' width. Rand Morgan to RR tracks, shoulders only 15' width	52.35
108	Saratoga Blvd.	Greenwood to Old Brownsville	26.902
109	CR73	FM 624 to 5155 CR 73	0.98
110	FM 1889	FM 624 to City Limits at 1400' both sides	1
Total			98.827
Street Right-of-Way Total Acres			551.759

STORM WATER DRAINAGE DITCH RIGHT OF WAY

ID	ZONE 7 AREA 1		
5	C. C. Industrial Ditch	Agnes (S. H. 44) to Airport Ditch #2	2.11
6	Dona Ditch	Up River to dead-end	0.69
7	Donigan Ditch	Agnes (S.H. 44) to Kosar Ditch	9.09
8	Enterprise Ditch #1	Agnes (S.H. 44) to S.P.I.D.	27.46
9	Enterprise Ditch #2	S.P.I.D. to Kelly Ditch	18.54
10	Flato Road (Collector)	Agnes (S. H. 44) to Bear Lane	3.18
11	Heinsohn Ditch	N.P.I.D. to Kosar Ditch	10.34
12	Hopkins Ditch (Roadside)	Lexington to Acme Ditch	3.68
13	Hopkins Road Ditch (Collector)	Hopkins Ditch to Acme Ditch	1.81
14	Kosar Ditch	N.P.I.D. to Joe Mieur	11.63
15	Navigation Ditch #1	Navigation to Airport #2	0.76
16	Navigation Ditch #2	Navigation to Airport #2	0.76
17	Weil Ditch	Leopard to City Limits	1.77
18	L-Rod Ditch	Charles – Upriver – 1 st Telephone pole	1.17
19	Carbon Plant Drainage Ditch	UpRiver Road to IH 37	2.76
20	Till Creek Drainage Ditch	Bearden to IH 37 to UpRiver Road	3.61
ID	ZONE 7 AREA 2 & ZONE 8 AREAS 1&2		
21	Church	Violet Road to dead-end	0.43
22	Clarkwood Ditch	Bark St. Channel to Clarkwood East #1	5.43
23	Clarkwood Road Ditch (Collector)	Leopard to Bark Street Channel	8.20
24	Clarkwood East Ditch #2	So. Clarkwood Road to Clarkwood Ditch	0.31
25	Clarkwood E. Ditch	Agnes (S.H. 44) to So. Clarkwood	2.29
26	Five Point Outfall	U. S. 77 to Emory Street	8.91

27	Gilliam Ditch	Gilliam St. to the Bark St. Channel	0.35
28	Kingswood Ditch (Collector)	Turkey Ditch to Starlite Lane	1.35
29	Magee Ditch	I. H. 37 to 500' N. of Up River Road	2.11
30	McNorton Ditch	Blanco Rd. to Clarkwood	25.67
31	Railroad Ditch	Railroad Tracks to N. of Up River Rd.	2.72
32	Ravine Ditch	Leopard to Dead-end	0.64
33	River Ridge/Wal-Mart	Riverside to dead-end	4.50
34	Turkey Creek Ditch	Frontier to Up River Rd.	21.59
35	Violet Ditch	Turkey Ditch to dead-end	14.42
37	Woodriver Ditch #1	Dead End to 620 ft. N. of Beal	3.86
38	Woodriver Ditch #2	Woodriver Street to City Limits	3.77
39	Turkey Creek Ditch	Leopard to West Guth Park	1.60
40	Emory Ditch East Side	East side of Emory Road	2.71
41	Kelly Ditch	Kosar Ditch to Hwy 44	16.16
42	Julianna Ditch	Sessions to Juliana	0.52
STORM WATER DRAINAGE DITCH RIGHT OF WAY TOTAL ACRES			226.90

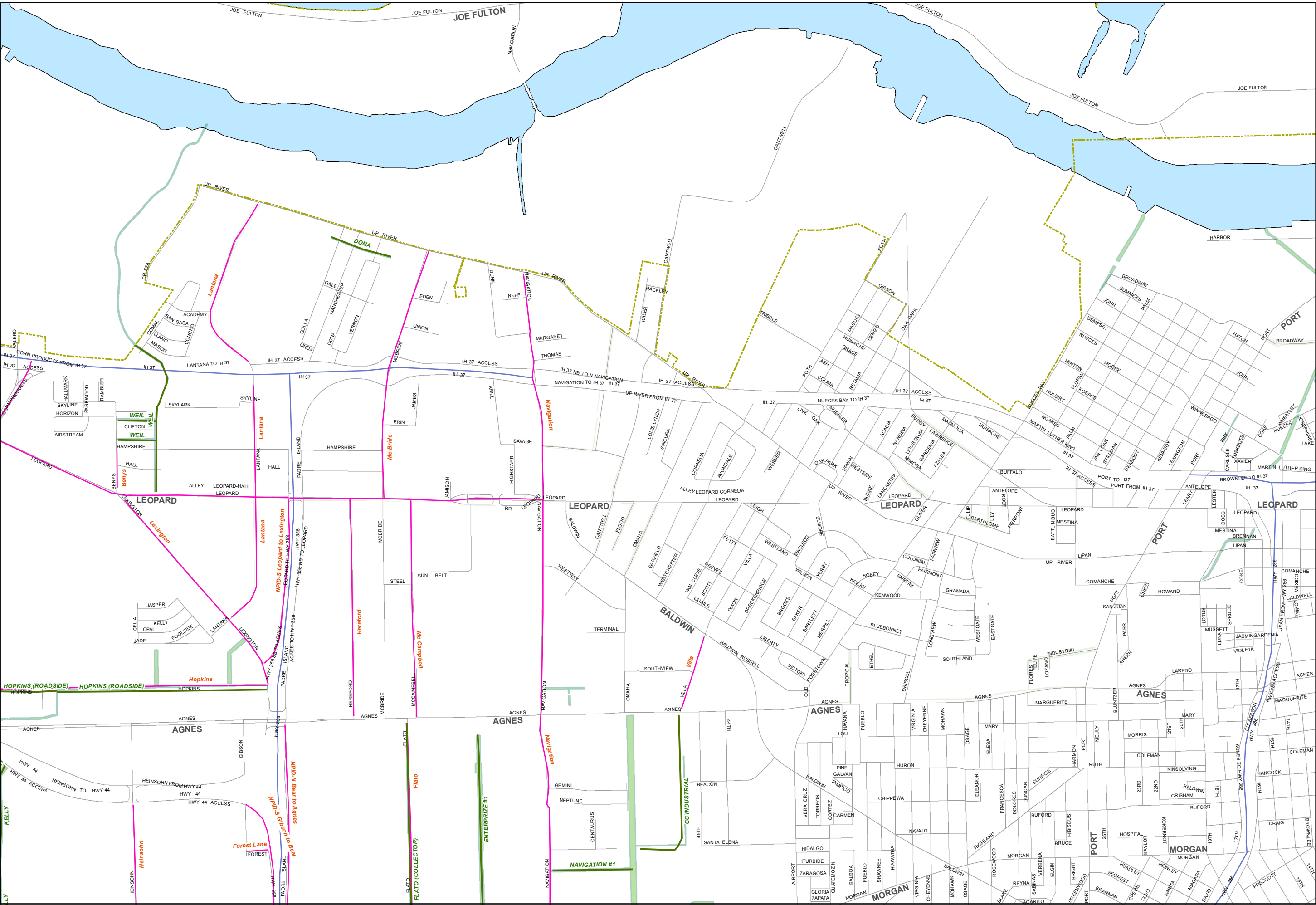


LEGEND

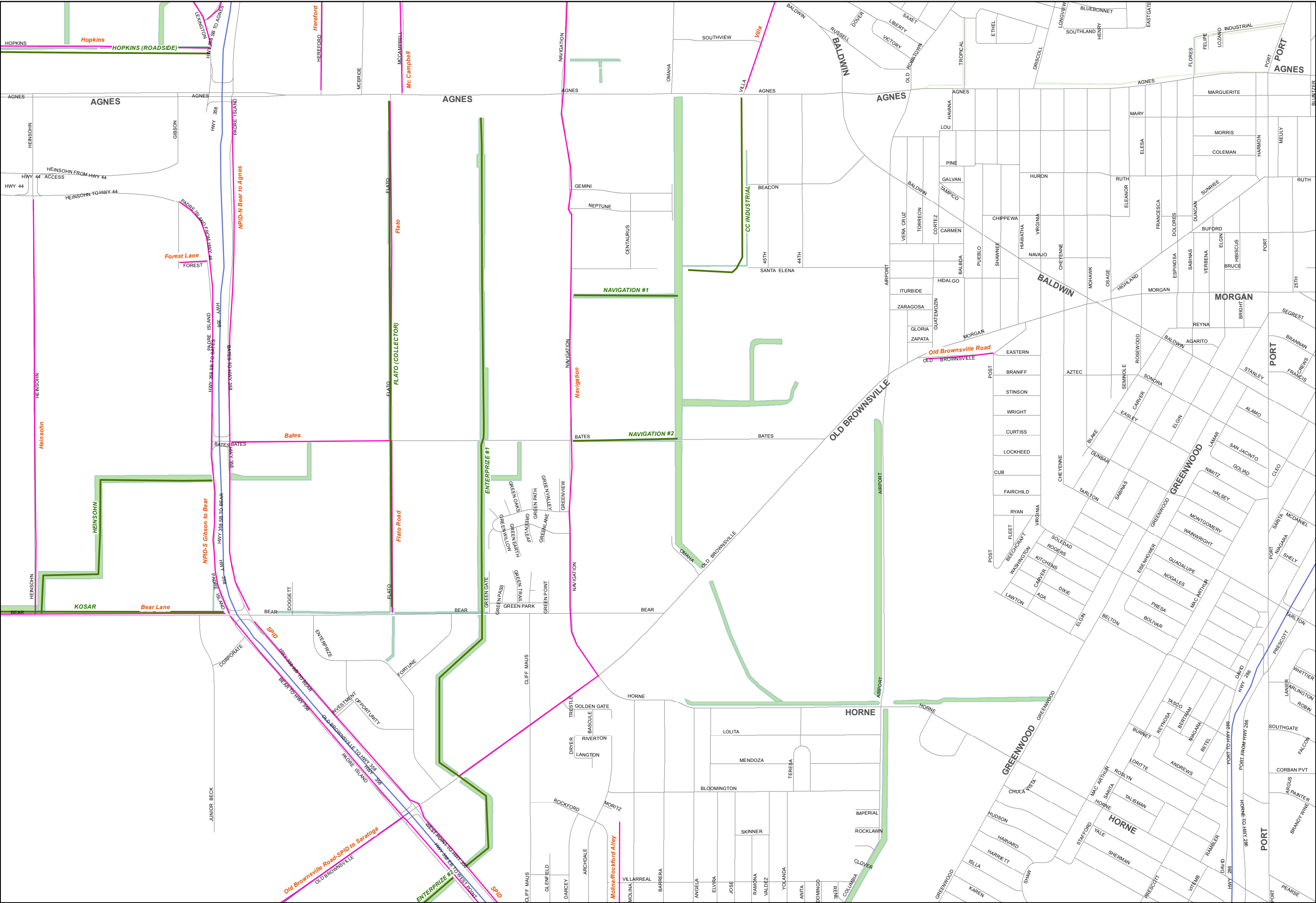
- Ditch ROW Contract
- Street ROW Contract
- Mowed by State

Ditch

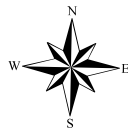
- Ditch
- Roadside
- City Limits



MOWING ZONE



2/27/2013



LEGEND

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

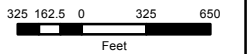


MOWING
ZONE

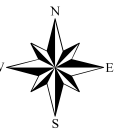
- Ditch ROW Contract
- Street ROW Contract
- Mowed by State

 Ditch

■ Roadside



MOWING ZONE

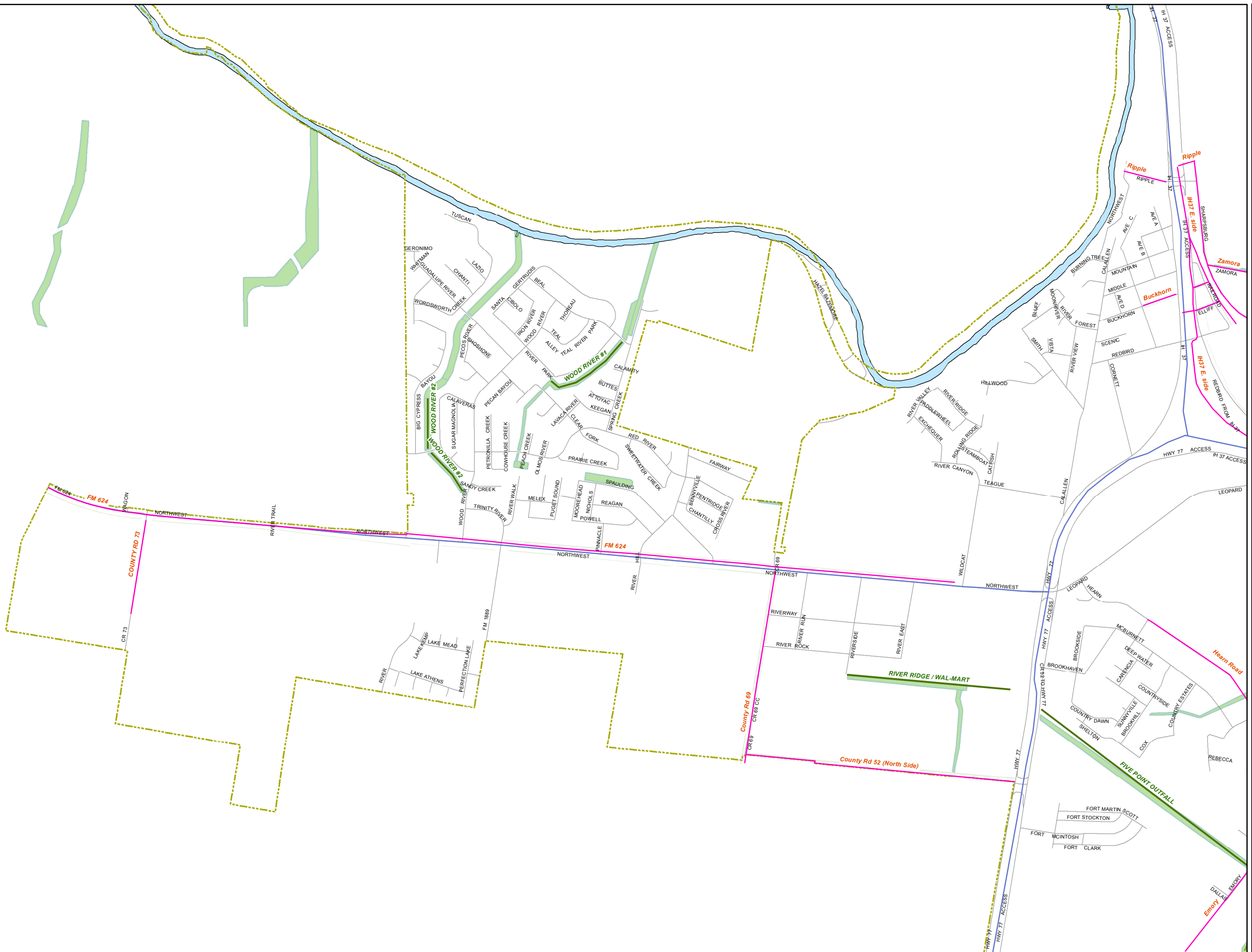
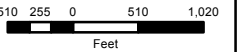


LEGEND

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

Ditch

- Ditch
- Roadside
- City Limits

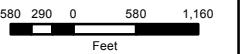


MOWING
ZONE

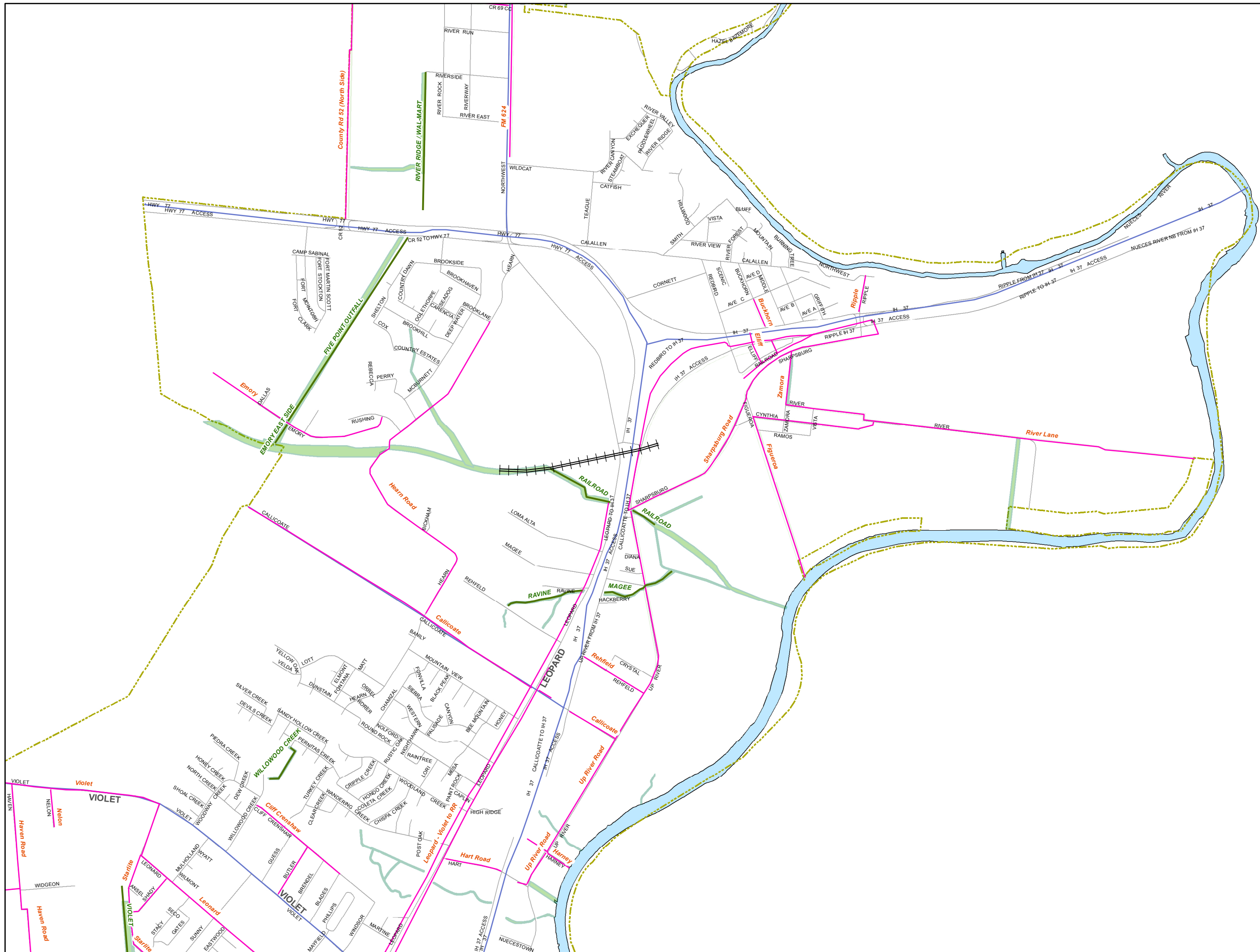


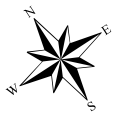
LEGEND

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



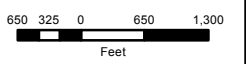
**MOWING
ZONE**



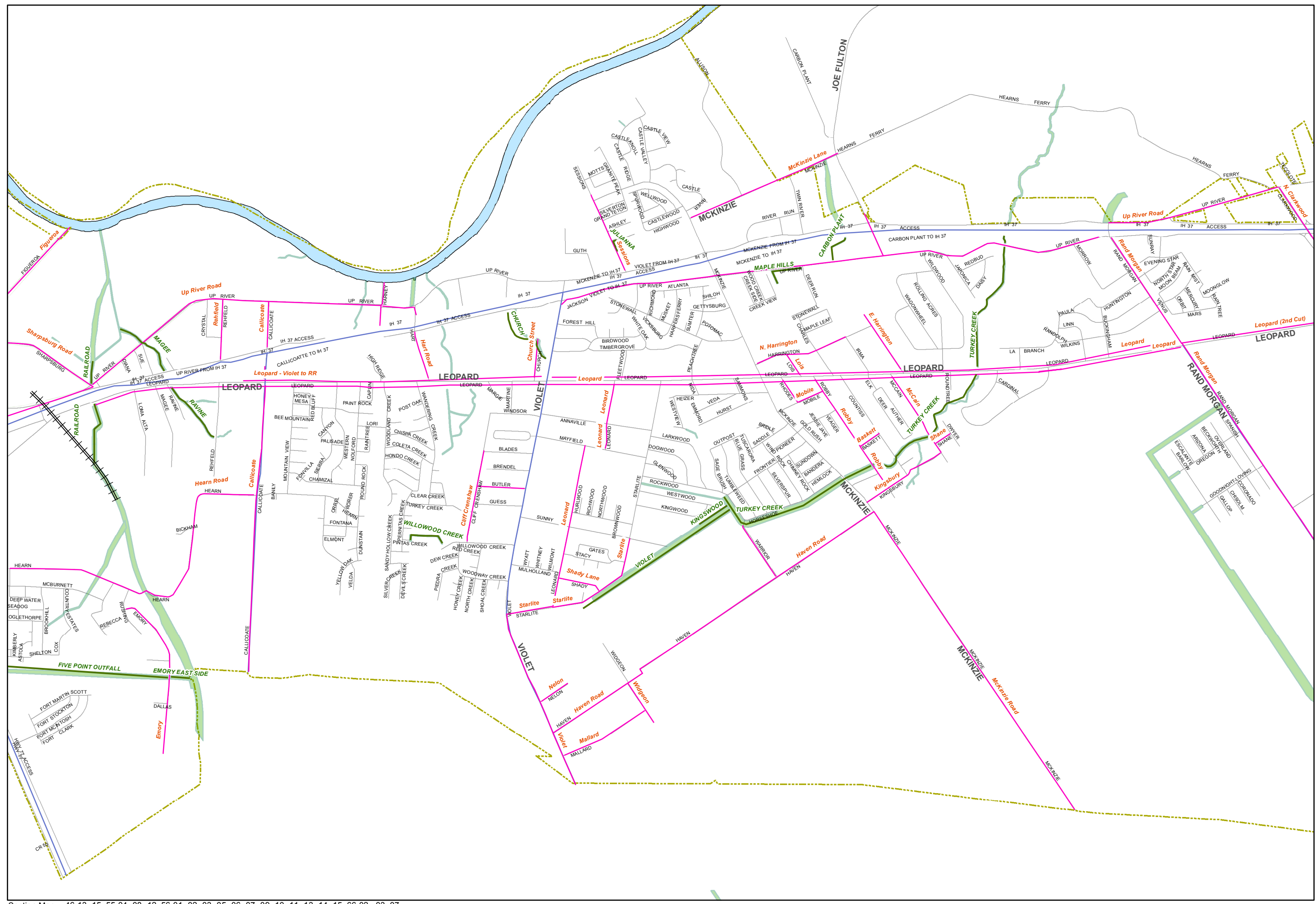


LEGEND

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



MOWING ZONE



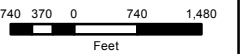


LEGEND

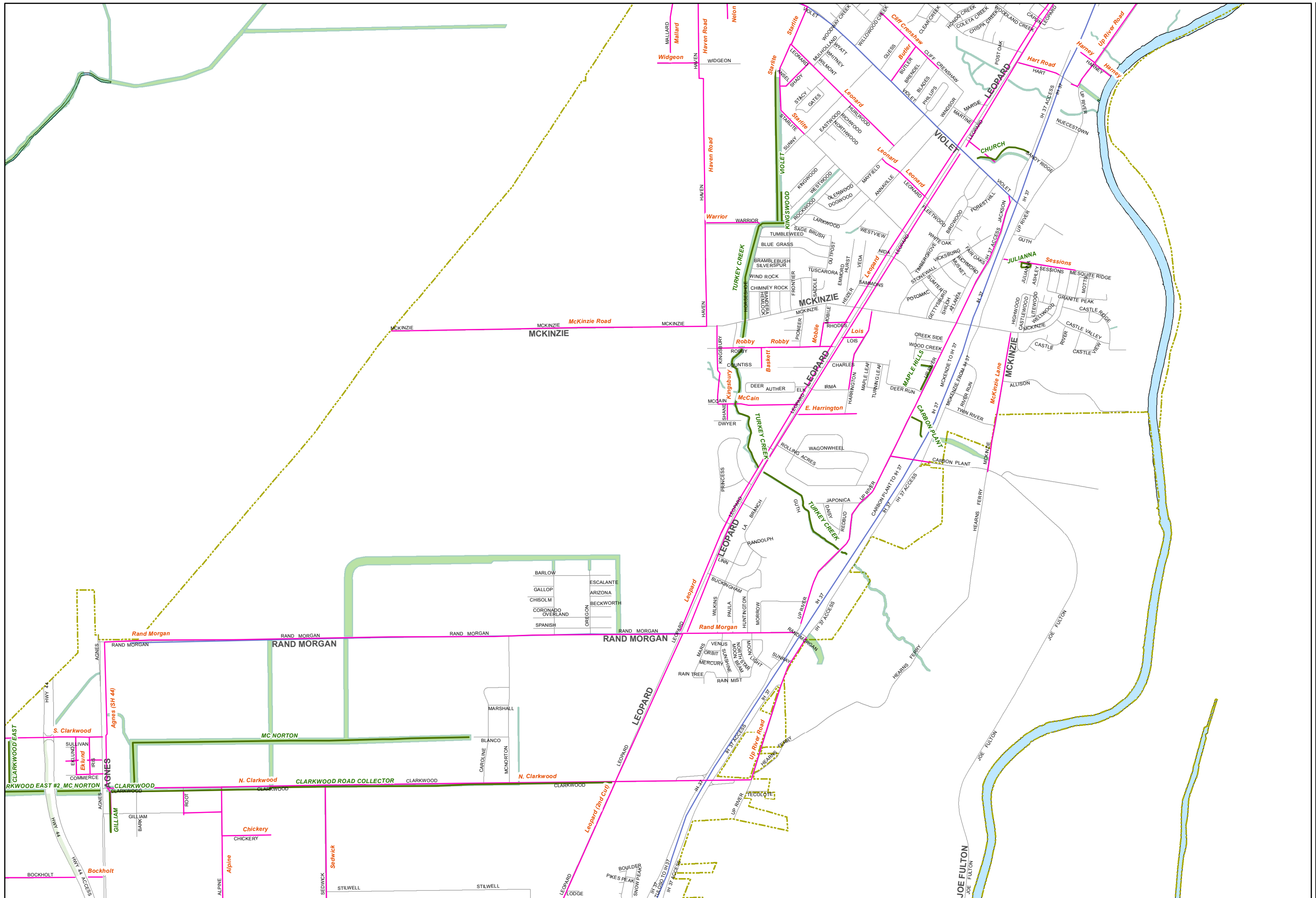
- Ditch ROW Contract
- Street ROW Contract
- Mowed by State

Ditch

- Ditch
- Roadside
- City Limits

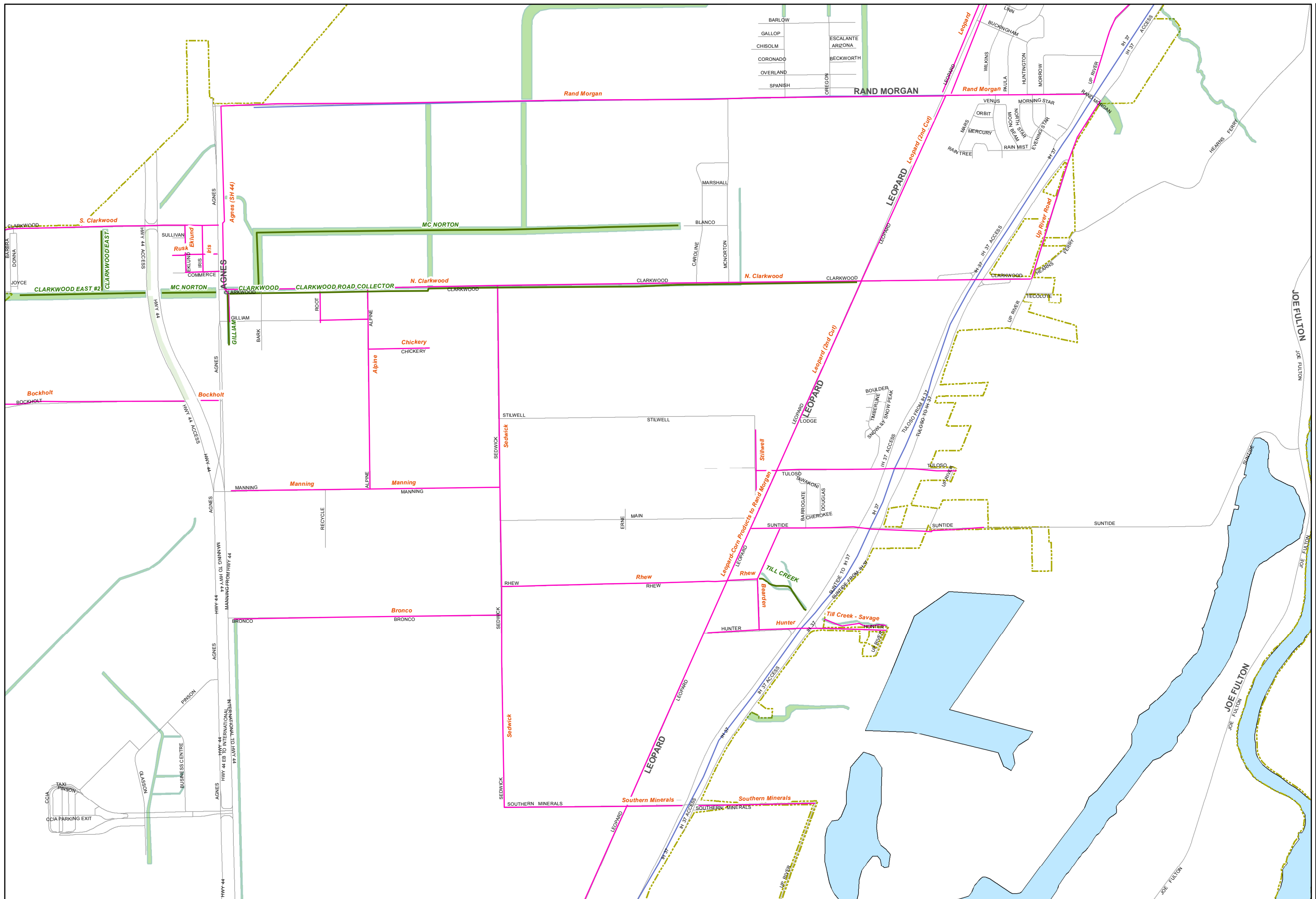


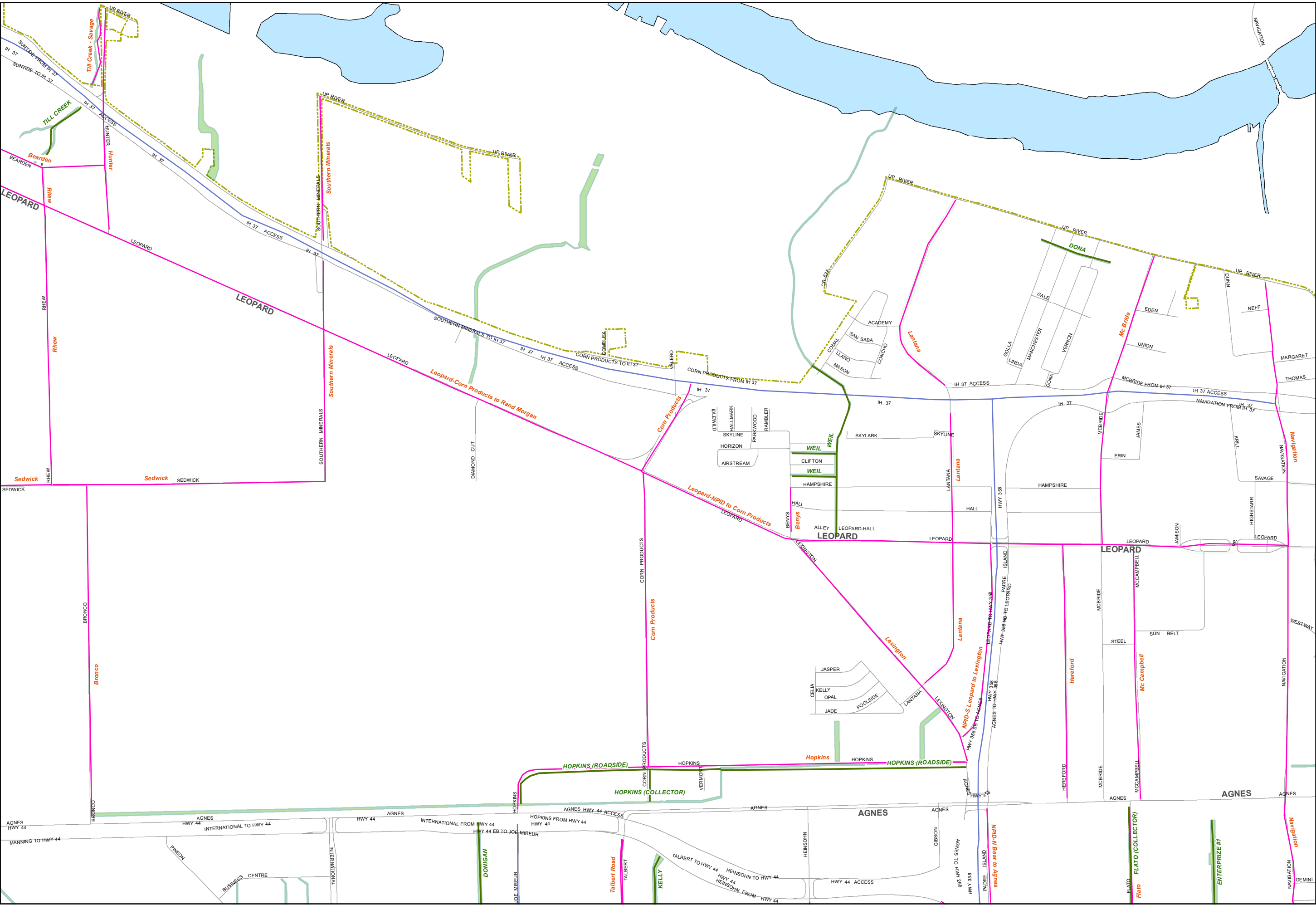
MOWING
ZONE





**MOWING
ZONE**





Section Map: 68-02 68-03 68-06 68-07 68-08 68-09 68-10 68-11 68-12 69-09 68-14 68-15 68-16

2/27/2013

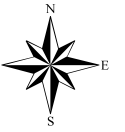
LEGEND

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

Ditch

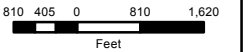
- Ditch
- Roadside
- City Limits

MOWING ZONE

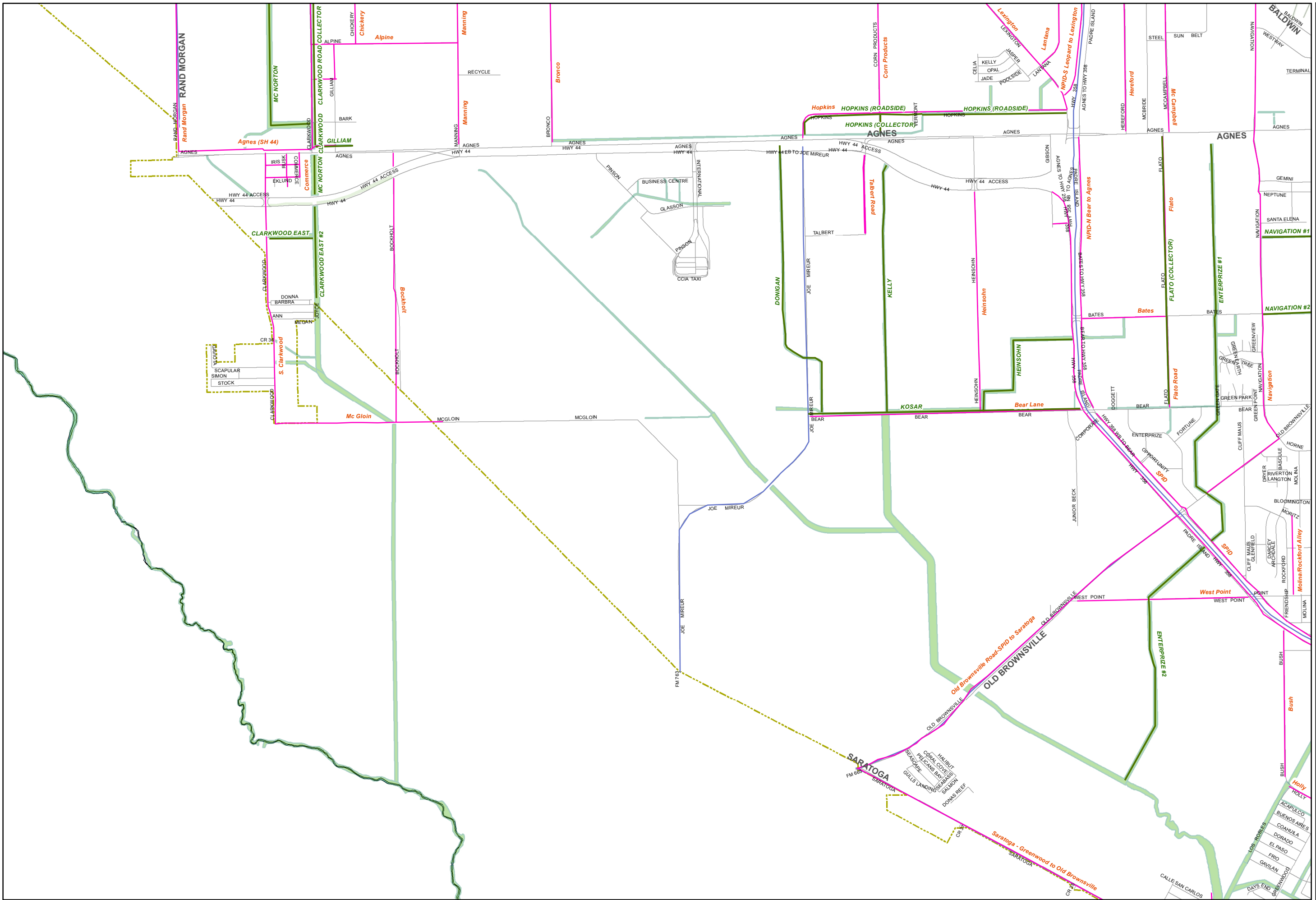


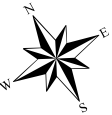
LEGEND

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



MOWING ZONE



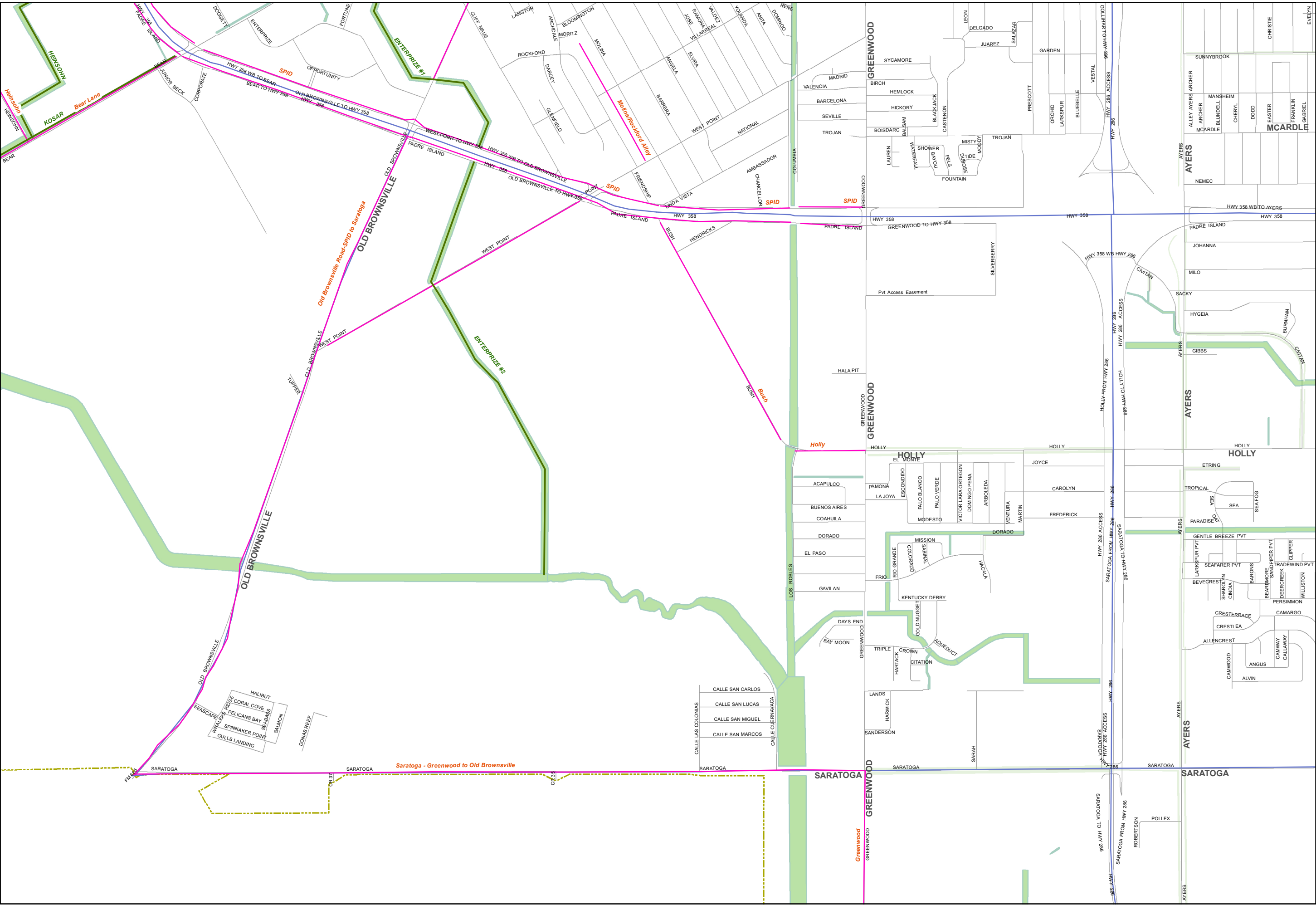


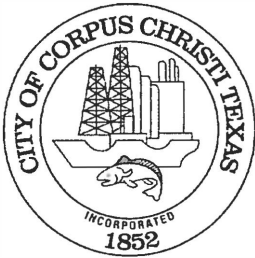
LEGEND

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



MOWING ZONE





ATTACHMENT B - BID/PRICING SCHEDULE

CITY OF CORPUS CHRISTI

BID FORM

PURCHASING DIVISION

RFB No. 165

Mowing of Storm Water and Street Right-of-Ways

Date: 10/30/14

Bidder: 2 Chainz brush clearing

Authorized
Signature:

Joe Chaney

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

Group	Acres	Cycles	Unit Price per Cycle	Total Price
Street Right-of-Way	551.759	8	\$ 19,311	\$ 154,488
Storm Water Drainage	226.90	4	\$ 53,321	\$ 213,284
			TOTAL	\$ 367,772

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 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
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: 1. Commercial Broad Form 2. Premises – Operations 3. Products/Completed Operations 4. Contractual Liability 5. Independent Contractors 6. Personal Injury- Advertising Injury	\$1,000,000 Per Occurrence \$2,000,000 Aggregate
AUTO LIABILITY (including) 1. Owned 2. Hired and Non-Owned 3. Rented/Leased	\$1,000,000 Combined Single Limit
WORKERS'S COMPENSATION (All States Endorsement if Company is not domiciled in Texas) Employers Liability *Workers' Compensation requirement can be waived if contractor submits a notarized Affidavit stating they are the sole owner/employee of their company.*	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.

2016 Insurance Requirements
Purchasing
General Mowing Contractors
08/08/2016 mv Risk Management

ATTACHMENT C- BOND REQUIREMENTS

No Bond Requirement is necessary for this Service Agreement.

ATTACHMENT D- WARRANTY REQUIREMENTS

No warranty is required for the Service Agreement.