

SERVICE AGREEMENT NO. 2247

Landscaping and Grounds Maintenance for Outlying Police Buildings

THIS **Landscaping and Grounds Maintenance for Outlying Police Buildings Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and Triple G Lawn Services, LLC ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Contractor has bid to provide Landscaping and Grounds Maintenance for Outlying Police Buildings in response to Request for Bid/Proposal No. 2247 ("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 Landscaping and Grounds Maintenance for Outlying Police Buildings ("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 three years, with performance commencing upon the date of issuance of a notice to proceed from the Contract Administrator or Purchasing Division. The parties may mutually extend the term of this Agreement for up to zero additional 0-year periods ("Option Period(s)"), provided, the parties do so in writing and prior to the expiration of the original term or the then-current Option Period. The City's extension authorization must be executed by the City Manager or designee.
- 3. Compensation and Payment.** This Agreement is for an amount not to exceed \$96,000, 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. 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 will 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:

Pat Eldridge
Police Department
Phone: 361-886-2696
Email: Pat@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 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 unless the subcontractors were named in the bid or proposal or in an Attachment to this Agreement, 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. The City may, at the City's sole discretion, choose not to accept Services performed by a subcontractor that was not approved in accordance with this paragraph.
- 13. Amendments.** This Agreement may be amended or modified only in writing executed by authorized representatives of both parties.
- 14. Waiver.** No waiver by either party of any breach of any term or condition of this Agreement waives any subsequent breach of the same.
- 15. Taxes.** The Contractor covenants to pay payroll taxes, Medicare taxes, FICA taxes, unemployment taxes and all other applicable taxes. Upon request, the City Manager shall be provided proof of payment of these taxes within 15 days of such request.
- 16. Notice.** Any notice required under this Agreement must be given by fax, hand delivery, or certified mail, postage prepaid, and is deemed received on the day faxed or hand-delivered or on the third day after postmark if sent by certified mail. Notice must be sent as follows:

IF TO CITY:

City of Corpus Christi

Attn: Pat Eldridge

Police Management Services Director

Address: 321 John Sartain St., Corpus Christi, Texas 78401

Phone: 361-886-2696

Fax: 361-886-2607

IF TO CONTRACTOR:

Triple G Lawn Services, LLC

Attn: Gil Gomez Jr.

Title: Owner

Address: 3206 Harpers Ferry, Corpus Christi, TX 78410

Phone: 361-816-1418

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 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 (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).
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 if required by said statute.
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]

Attachment A: Scope of Work

1 General Requirements/Background Information

The Contractor shall provide landscaping and grounds maintenance services, including all necessary labor, supervision, equipment and supplies, for outlying police buildings as outlined in this Scope of Work.

2 Scope of Work

- A. Prior to the start of each landscaping and grounds maintenance, the Contractor must remove all litter and debris such as paper, cans, bottles, bags, accumulated leaves, palm fronds, tree limbs and other tree litter from fence lines, sidewalks, trees, shrubs, groundcover beds, all curbs and gutters, and other hard surfaces at each 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 mowing equipment. The Contractor must perform grounds, landscaping, and turf maintenance for all locations including but not limited to lawn and shrub areas, flowerbeds and planters, walkways, curbsides, and play areas.
- B. Mowers shall be adjusted for a cutting height of approximately three inches.
- C. Cycle Description: (12 months) July - June
 - 6 Locations – Bi Weekly
 - 1 Locations – Once per Month

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. The Contractor will notify the Contract Administration 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 headwall, delineators or other appurtenances which may be on some of our locations.
- F. All resulting clippings and leaves shall be removed from any roadway, walkway, parking area, or any other hard surface including curbs and gutters and from plant beds, tree collars, etc. Contractor MUST NOT sweep or blow any grass clippings or leaves into the streets, gutters or other portions of the storm water system including ditches and storm drains.

- G. The Contractor shall hand trim around all fixed objects such as trees, plants, shrubs, fire hydrants, sign and power poles, guardrails and culvert headwalls, unless specified otherwise and will be subsidiary to the mowing operation.
- H. 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 moved around until removal is coordinated by the City. The Contractor shall coordinate the rescheduling of mowing the uncut area with the Contract Administrator.
- I. 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 (hailed off-site) 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.
- J. If any location was not serviced on schedule and had to be re-scheduled for a valid reason, such as inclement weather, the Contract Administrator must be notified in writing before 3:00 p.m. the day the location was missed.

3 Work Site and Conditions

The work shall be performed at the locations below throughout the City.

A. List of locations:

- 4510 Corona Dr.; Training – Bi weekly
- 1501 Holly Rd.; Public Safety Bld. B. – Bi weekly
- 5805 Williams Dr.; Internal Affair – Bi weekly
- 1502 Brownlee; Warehouse – Bi weekly
- 321 John Sartain; Main PD Bld. – Bi weekly
- 2626 Holly; Animal Control – Bi weekly
- *5485 Greenwood; Impound Lot – Once per Month

*** Note: Service for Impound Lot must be performed and completed the week before Auction Day, which is the first Saturday of each month.**

- B. The 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. Monday-Sunday the schedule must be emailed by Monday 8:00 a.m. for approval by the Contractor 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.

4 Security and Protection of Property

A. Security Requirements:

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

B. Protection of Property:

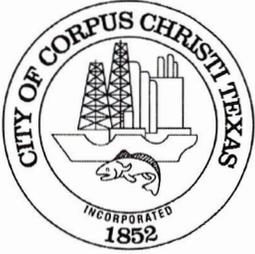
- The Contractor shall take proper measures to protect all property which might be damaged by Contractor's Work hereunder, and in case of any damage resulting from any act or omission on the part of or on behalf of the Contractor, and shall restore at its own expense the damaged property to a condition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

5 Notifications and Inspections

Each Monday morning, by 8:00 a.m., the Contractor shall email the Contract Administrator a schedule indicating the locations that will be mowed that week. No work shall be done without the approval of the Contract Administrator.

6 Special Instructions

All Contractor vehicles must have a decal clearly identifying the Contractor's company name.



Attachment B: Bid/Pricing Schedule

CITY OF CORPUS CHRISTI CONTRACTS AND PROCUREMENT DEPARTMENT BID FORM

RFB No. 2247

Landscaping and Grounds Maintenance for
Outlying Police Buildings

PAGE 1 OF 1

Date: 6-13-19

Bidder: Triple G Lawn Services Authorized Signature: [Signature]

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

ITEM	LOCATIONS	UNIT	QTY	UNIT PRICE	TOTAL PRICE
1	Training Center Building, 4510 Corona Dr. (3 Year Services @ 26 Cycles per Year)	Cycles	78	\$ 50.00	\$ 3,900.00
2	Public Safety Police Dept. Building B., 1501 Holly Rd. (3 Year Services @ 26 Cycles per Year)	Cycles	78	\$ 250.00	\$ 19,500.00
3	Professional Standards Bldg, 5805 Williams Dr. (3 Year Services @ 26 Cycles per Year)	Cycles	78	\$ 100.00	\$ 7,800.00
4	Property Warehouse, 1502 Brownlee Blvd (3 Year Services @ 26 Cycles per Year)	Cycles	78	\$ 200.00	\$ 15,600.00
5	Main Police Dept. Building, 321 John Sartain St. (3 Year Services @ 26 Cycles per Year)	Cycles	78	\$ 50.00	\$ 3,900.00
6	Animal Control, 2626 Holly Rd. (3 Year Services @ 26 Cycles per Year)	Cycles	78	\$ 350.00	\$ 27,300.00
7	Vehicle Impound Lot, 5485 Greenwood Dr. (3 Year Services @ 12 Cycles per Year)	Cycles	36	\$ 500.00	\$ 18,000.00
				TOTAL	\$ 96,000.00

Attachment C: Insurance and Bond Requirements

I. CONTRACTOR'S LIABILITY INSURANCE

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

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
30-written day notice of cancellation, required on all certificates or by applicable policy endorsements	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
AUTO LIABILITY (including) 1. Owned 2. Hired and Non-Owned 3. Rented/Leased	\$1,000,000 Combined Single Limit
WORKERS' COMPENSATION	Statutory
EMPLOYER'S LIABILITY	\$500,000 /\$500,000 /\$500,000

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

II. ADDITIONAL REQUIREMENTS

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

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

- D. **Contractor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:**
- List the City and its officers, officials, employees, volunteers, and elected representatives as additional insured by endorsement, as respects operations, completed operation and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation policy;
 - Provide for an endorsement that the "other insurance" clause shall not apply to the City of Corpus Christi where the City is an additional insured shown on the policy;
 - Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City; and
 - Provide thirty (30) calendar days advance written notice directly to City of any suspension, cancellation, non-renewal or material change 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 suspension, cancellation, or non-renewal of coverage, Contractor shall provide a replacement Certificate of Insurance and

applicable endorsements to City. City shall have the option to suspend Contractor's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.

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

2019 Insurance Requirements

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

Contracts for General Services – Services Performed Onsite

04/26/2019 Risk Management – Legal Dept.

Bond Requirements: No Bonds are required; therefore, Section S(B) is null for this agreement.

Attachment D: Warranty Requirements

Warranty Requirements: Section 8(A) and 8(B) are null for this Service Agreement.