

## SERVICE AGREEMENT NO. 2980

### Mowing and Grounds Maintenance for Parks Group 10

THIS **Mowing and Grounds Maintenance for Parks Group 10 Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and Manning Lawn Care and Landscaping, LLC ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Contractor has bid to provide Mowing and Grounds Maintenance for Parks Group 10 in response to Request for Bid/Proposal No. 2887 ("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 Grounds Maintenance ("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 24 months, with performance commencing upon the date of issuance of a notice to proceed from the Contract Administrator or the Contracts and Procurement Department. The parties may mutually extend the term of this Agreement for up to one additional 12-month periods ("Option Period(s)"), provided, the parties do so by written amendment 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 \$40,832.00, 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. Contractor shall invoice no more frequently than once per month. 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:

Name: Roberta Rodriguez  
Department: Park and Recreation  
Phone: 361-826-3166  
email: RobertaO@cctexas.com

5. **Insurance; Bonds.**

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

(B) In the event that a payment bond, a performance bond, or both, are required of the Contractor to be provided to the City under this Agreement before performance can commence, the terms, conditions, and amounts required in the bonds and appropriate surety information are as included in the RFB/RFP or as may be added to Attachment C, and such content is incorporated here in this Agreement by reference as if each bond's terms, conditions, and amounts were fully set out here in its entirety.

6. **Purchase Release Order.** For multiple-release purchases of Services to be provided by the Contractor over a period of time, the City will exercise its right to specify time, place and quantity of Services to be delivered in the following manner: any City department or division may send to Contractor a purchase release order signed by an authorized agent of the department or division. The purchase release order must refer to this Agreement, and Services will not be rendered until the Contractor receives the signed purchase release order.

7. **Inspection and Acceptance.** City may inspect all Services and products supplied before acceptance. Any Services or products that are provided but not accepted by the City must be corrected or re-worked immediately at no charge to the City. If immediate correction or re-working at no charge cannot be made by the Contractor, a replacement service may be procured by the City on the open market and any costs incurred, including additional costs over the item's bid/proposal price, must be paid by the Contractor within 30 days of receipt of City's invoice.
8. **Warranty.**
- (A) The Contractor warrants that all products supplied under this Agreement are new, quality items that are free from defects, fit for their intended purpose, and of good material and workmanship. The Contractor warrants that it has clear title to the products and that the products are free of liens or encumbrances.
- (B) In addition, the products purchased under this Agreement shall be warranted by the Contractor or, if indicated in Attachment D by the manufacturer, for the period stated in Attachment D. Attachment D is attached to this Agreement and is incorporated by reference into this Agreement as if fully set out here in its entirety.
- (C) Contractor warrants that all Services will be performed in accordance with the standard of care used by similarly situated contractors performing similar services.
9. **Quality/Quantity Adjustments.** Any Service quantities indicated on the Bid/Pricing Schedule are estimates only and do not obligate the City to order or accept more than the City's actual requirements nor do the estimates restrict the City from ordering less than its actual needs during the term of the Agreement and including any Option Period. Substitutions and deviations from the City's product requirements or specifications are prohibited without the prior written approval of the Contract Administrator.
10. **Non-Appropriation.** The continuation of this Agreement after the close of any fiscal year of the City, which fiscal year ends on September 30<sup>th</sup> annually, is subject to appropriations and budget approval specifically covering this Agreement as an expenditure in said budget, and it is within the sole discretion of the City's City Council to determine whether or not to fund this Agreement. The City does not represent that this budget item will be adopted, as said determination is within the City Council's sole discretion when adopting each budget.
11. **Independent Contractor.** Contractor will perform the work required by this Agreement as an independent contractor and will furnish such Services in its own manner and method, and under no circumstances or conditions will any agent, servant or employee of the Contractor be considered an employee of the City.

- 12. Subcontractors.** 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: Roberta Rodriguez  
Title: Contracts/Funds Administrator  
Address: 1201 Leopard St., Corpus Christi, Texas 78401  
Phone: 361-826-3166

**IF TO CONTRACTOR:**

Manning Lawn Care and Landscaping, LLC  
Attn: Troy Manning  
Title: Owner  
Address: 7002 Saluki St., Bldg 4, Unit 101, Corpus Christi, Texas 78414  
Phone: 361-947-3136

**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 comply with any of the terms 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. 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. 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.
- 21. 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.
- 22. 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).
- 23. 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.
- 24. 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.
- 25. 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.
- 26. Entire Agreement.** This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes all prior negotiations, arrangements, agreements and understandings, either oral or written, between the parties.

**CONTRACTOR**

Signature: T D Manning

Printed Name: Troy D. Manning

Title: Owner

Date: 02/27/2020

**CITY OF CORPUS CHRISTI**

Kim Baker  
Director of Contracts and Procurement

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

**Attached and Incorporated by Reference:**

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

**Incorporated by Reference Only:**

Exhibit 1: RFB/RFP No. 2887  
Exhibit 2: Contractor's Bid/Proposal Response

## **ATTACHMENT A: SCOPE OF WORK**

### **1. General Requirements**

Provide complete grounds maintenance including all reasonable and necessary labor, supervision, equipment and supplies to keep contracted areas properly maintained.

### **2. Scope of Work**

Provide complete grounds maintenance including litter and debris removal, mowing, trimming, applying fertilizer and landscaping maintenance of City owned property as shown on Exhibit 2 – Group 10.

#### **A. Prep Work**

1. The Contractor and all related employees shall attend an orientation prior to the term of the contract and each extension at the following location:

Parks and Recreation Maintenance  
5352 Ayers St. Bldg. 4  
Corpus Christi, Texas 78415

2. 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.
3. After operations, the Contractor shall remove any visible trash and debris that were cut up during the process. The Contractor shall not dispose of any trash or debris into dumpsters located on City property. The trash and debris must be removed from City property and disposed of in accordance with all City ordinances. All trash and litter shall be disposed of properly at the Contractor's expense. However, if the debris is too large to haul, the Contractor shall pile the debris, take a picture and email the picture and location to the Contract Administrator prior to leaving the location.
4. Contractor is required to cover/tarp debris while transporting for disposal and while moving from site to site. Should the Contractor dispose of the litter and debris at an illegal dumpsite, it is grounds for termination of this agreement.



B. Mowing and Trimming

1. Turf shall be mowed to a height of three inches using reel or rotary type mowers. Rough cutting, scraping and bush hogging will not be permitted. Turf shall be mowed to maintain a neat appearance. If any mowing is to be omitted or delayed, it shall be omitted or delayed only at the discretion of the Contract Administrator or authorized designee. Mowing cycles must be completed according to the cycle description indicated below.
2. Cycles Description
  - **City Cycle 1 – 1<sup>st</sup> – 15<sup>th</sup> / City Cycle 2 – 16<sup>th</sup> – End of Month.**
  - Growing Season (March – October)
    - \*Bi-weekly ~ 16 cycles
    - \*The Contractor shall schedule mowing cycles 12 to 15 days apart not mowing less than two cycles per month.*
  - Non-growing Season (November – February)
    - \*\*Monthly ~ 4 cycles
    - \*\*The Contractor shall schedule mowing cycles 25 to 35 days apart mowing not more than one cycle per month.*
3. Mower height to be measured with mower on a flat, paved surface. A high quality of cut shall be provided using mowers with sharp cutting blades so as not to tear, but cleanly cut the blades of grass. Mowing shall be performed in a manner as not to damage trees, shrubs, plants, signs, or other obstructions.
4. String line trimmers shall not be used to mow or trim turf areas wider than 24 inches, except in areas approved by the Contract Administrator.
5. Mowing and trimming operations shall be performed in such a manner as to prevent the piling of excessive and unsightly grass clippings and leaves on lawns. The Contractor shall remove excessive clippings immediately following each mowing cycle prior to the work crew leaving the work site.
6. 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.
7. Contractor shall perform all trimming for each cycle using herbicides, hand labor, or mechanical devices. Trimming shall include around all trees, shrubs, beds, fences, groundcovers, utilities, poles, buildings, obstacles, curbing, sidewalks, parking lot, concrete pads, including cracks and expansion joints, edges of all exterior hard surfaces. Any vegetation not cut by the mowing operation located adjacent to, above, or hanging over the curb must be trimmed each mowing cycle. At time of each mowing, trimming shall be done in a manner as not to damage trees, shrubs, fences, etc. At no time shall wild vegetation be allowed to grow out of these areas.
8. At the time of each mowing, the Contractor shall remove “sucker” growth at the base of trees before it reaches one foot in height and all materials and debris shall be removed from site after each such pruning.

### C. Edging

1. A steel disk or steel blade edger shall be used for all required edging for one cycle during March, June, and October. This includes edging of all curbs and sidewalks. String line trimming is acceptable for general monthly maintenance.
2. The Contractor shall promptly remove all debris, including soil and trimmings from the areas, sidewalks, and roadways after each edging operation prior to the work crew leaving the work site. Edge only with steel disc or steel blade edger's.

### D. Fertilizing

The Contractor shall provide an application of a 3-1-2 ratio of slow release fertilizer during the growing season of City Cycle 2 in the month of March. Apply fertilizer that has been formulated for this area, is appropriate for the type of turf grass being fertilized and use manufacturer's recommendation for rate of application.

## 3. Landscaping Maintenance

Contractor shall provide complete landscaping maintenance including herbicide applications to control weeds in perennial beds, and around mulched areas of trees and shrubs; mulch designated areas; prune existing shrubs, groundcovers, and hedges; application of pesticide.

### A. Weed Control

1. Hard Surfaces: Contractor shall use herbicides and hand labor to remove and control undesirable vegetation (weeds) from expansion joints, cracks of sidewalks, parking lots, curbing and concrete medians, including road pavement that is within two feet of said areas.
2. Beds and Groundcovers: Weed-Free Maintenance: Contractor shall use herbicides and hand labor to remove and control undesirable vegetation (weeds) in landscaped areas (designated beds, tree collars, and groundcover to include mulch, decomposed granite, decorative rock and plant cover) shall be provided at a minimum of once per month throughout the year.
3. Herbicides: Contractor shall mix herbicide and apply according to the manufacturer recommendation and current State licensing requirements. Recommended herbicide is Roundup, Aqua Neat, or other products safe for waterways. The successful Contractor(s) will be required to possess a current commercial applicator license for applying herbicide at all designated locations. Contractor shall apply herbicide at 12 inches along both sides of designated fence lines except fences bordering adjacent private property. In such cases, herbicides shall be applied only to the City side of the fence. Herbicide shall not be applied around any trees and shrubs. The spraying shall be parallel to the fence lines and structures and shall be straight, not irregular;

spray pattern must conform to the size and shape of all other obstacles. The Contractor shall be responsible for performing touch-up spraying for any areas missed or any areas where rain has washed off the herbicide before it has taken effect. The Contractor shall be responsible for any damage done to private property caused by over spray.

4. **The Contractor shall not use any water connection, hose, or faucet at any location for solution water for herbicide or pesticide. Use of any water connection is a violation of the Texas Natural Resources Conservation Commission rules and regulations, City of Corpus Christi Water Division rules and regulations, and the terms and conditions of this contract.**

B. Mulch

1. The Contractor shall treat all areas to be mulched with a pre-emergent herbicide application of either Barricade (manufactured by Sandoz Corp.) or Snapshot (manufactured by Dow Chemical), according to the Manufacturer's specifications, prior to applying the mulch.
2. The Contractor shall mulch at a depth of four inches.
3. Mulch material shall be "Aged Pine Bark" mulch-color black. Mulch used must be previously approved by the Contract Administrator prior to applying.
4. The Contractor shall turn, fluff, and rake all existing shrub beds, tree collars, flowerbeds, and groundcover bed each spring in March.
5. Mulch requirements do not include playground areas.

C. Pruning existing shrubs, groundcovers, and hedges

The Contractor shall maintain plant materials in an attractive and healthy growing condition by performing the following operations and other incidental work thereto:

1. Prune shrubs, groundcovers, and hedges by shaping back to the size that existed at the beginning of the current season. Prune in appropriate season so as not to remove ornamental fruit or blooms. Pruning shall occur before growth exceeds six inches. Care shall be taken to ensure natural form and shape of plants is maintained.
2. Remove all dead and damaged branches of shrubs and groundcovers and hedges. Remove all Johnson grass or other weeds growing in and out of the bushes.
3. Remove all materials and debris from trimming operations daily after each pruning prior to leaving the work site.

D. Application of Pesticides

1. The Contractor shall apply all pesticides in accordance with manufacturer's labeling and all applicable federal, state, and local regulations. The City does not require a specific brand of pesticide to be used if applications are used for their intended purposes only.

2. All pesticides used for control purposes, shall be applied by a Licensed Commercial Pesticide Applicator for:
  - 1) Ornamental Plant and Shrub Control
  - 2) Pest ControlNo uncertified persons shall apply or otherwise handle any pesticide. The above certifications, registrations, licenses, and permits must be issued by the Texas Department of Agriculture and shall be kept valid throughout the term of this contract.
3. Pesticide applications under this contract will require spot treatment for ants, plant and shrub related insects or parasites
4. No "Restricted Use Pesticides" as classified by the administrator of the Environmental Protection Agency shall be used in performance of this contract
5. Pesticide treatment of trees is not required under this contract.
6. The Contractor accepts total responsibility for replacement of ornamental plants, grasses, or trees whether owned by the City or others, which the City judges to have been damaged or killed as a result of pesticide application under this contract.

4. **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. The Contractor shall provide landscaping and grounds maintenance only in appropriate months and in accordance with the City's cycle requirements. Changes in such work schedules must be approved by the City.
- C. Work Hours: The Contractor will confine all operations to daylight hours, Monday through Friday, unless one of the days is a City designated holiday. Saturday and Sunday work will require approval from the Contract Administrator or Superintendent to ensure there is no interference with activities, rentals or special events.
- 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. Ozone Warning Days:
  1. No mowing will be done on the designated Ozone Action Days except in the case of a special event, emergency or removing a liability. If mowing is necessary for such a situation, mowing will be kept to a minimum. However,

the Contract Administrator or designee will retain the right to determine and notify the contractor of any such special event, emergency or liability

2. All push mowers, string line trimmers, riding mowers and other small engines will not be used at all.
3. Diesel powered mowing equipment will be allowed to operate on the second day of back-to-back Ozone Action Days if equipment is labeled stating the type of fuel used and the contractor has contacted the Contract Administrator, or designee, and received permission to proceed with work order.
4. Equipment using reformulated gas will be allowed to operate on the third day of back-to-back Ozone Action Days if equipment is labeled stating the type of fuel used and the contractor has made contact with the Contract Administrator, or designee and received permission to proceed with work order.

**5. 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.

**6. Safety Requirements**

A. 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. The Contractor shall provide all signs, sign stands, safety flags, and all other safety materials or devices as well as safety vests to protect the mowers and the traveling public. The Contractor will be responsible for the maintenance or replacement of these items as necessary. If at any time work is in progress, the traffic control devices do not accomplish the intended purpose due to weather or other conditions affecting the safe handling of traffic, the Contractor shall immediately make necessary changes thereto to correct the unsatisfactory conditions. These provisions for directing traffic will not be paid for directly but shall be subsidiary to the various bid items of this contract.

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

**7. Equipment**

A. All Contractors grounds and turf maintenance equipment must be equipped with safety devices which conform to manufacturer's standards and all

applicable OSHA regulations to prevent damage to property. All equipment shall be kept in good operating condition and shall always be maintained to provide a clean sharp cut of vegetation. All equipment shall be approved by the Contract Administrator. The typical type of equipment required for the ground maintenance operations are commercial riding lawn mowers 60" or larger, blade edger, string line trimmers and blowers.

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

## **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, the Contractor shall restore at the Contractor's own expense the damaged property to a condition similar or equal to that existing before such damage was done, or he shall make good such damage in an acceptable manner.
- 2. All damages which are not repaired or compensated by the Contractor will be repaired or compensated by 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.

## **9. Notifications and Inspections**

- A. Each Monday morning prior to 7:00 a.m., the Contractor shall email the Contract Administrator or designee indicating the locations and work being performed that week for approval. If locations listed on the approved schedule were not mowed and the scheduled requires modifications the revised schedule shall be submitted to the Contract Administrator or designee by 5:00 p.m. the day the location was missed. No work shall be done without proper, prior notification.

- B. A list of completed locations ready for inspection shall be emailed to the Contract Administrator or designee no later than 7:00 a.m. on the day to be inspected. When a location is completed, the assigned City Inspector shall inspect the site and advise the Contractor of any discrepancies/rejections. In order to receive credit for mowing rejected locations the Contractor shall take whatever action necessary to correct the discrepancies within one working day. Rejected locations not turned in for inspection within one business day of the rejection will be deemed incomplete for the cycle and the Contractor will not be given credit. For the purpose of this contract, workdays shall include Monday-Friday, unless one of the days is a City designated holiday. The Contract Administrator shall then make another inspection and if the discrepancies have not been corrected, the Contractor will be notified, and a \$25 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 \$50 fee will be charged. Failure of the forth inspection will deem the property unserved and will need to be completed in its entirety, within the same cycle and resubmitted for the first inspection. The Contractor shall deduct the inspection fee from the payment to be made to the City of Corpus Christi.
- C. The Contractor shall submit invoices ONLY after cycles are completed. All areas have a 10% penalty for unsatisfactory or incomplete work. A 10% penalty will be applied to the invoice total for incomplete cycles. The Contractor will adjust incomplete cycle payment to reflect the properties missed based on the average price per acre. The 10% penalty will apply to the adjusted invoice total.
- D. The City shall have the right to examine the supplies, materials and equipment used by the Contractor, its subcontractors, agents, and employees at any time during the contract or extension terms.
- E. Work Crew Supervision: The Contractor shall always provide qualified supervision of each crew while working under this Contract. Each supervisor shall be authorized by the Contractor to accept and act upon all directives issued by the City and Contract Administrator. Failure of the supervisor to act on said directives shall be enough cause to give notice that the Contractor is in default of the contract, unless such directives would create potential personal injury or safety hazards.
- F. Contractor shall promptly (same day) notify the Contract Administrator of any broken or damaged irrigation systems and poor or inadequate irrigation patterns, holes, cave-ins, or depressions in turf grass, mulched areas, broken

signs, watering schedules defects or hazards that impact quality of turf and/or landscaping.

- G. The Contractor shall be responsible for the replacement of any plantings that may be damaged due to improper performance of designated maintenance activities. In such case, the Contract Administrator or designee shall specify when replacement is to be made. If the Contractor fails to replace the plantings according to instruction of the Contract Administrator, the Contractor agrees that the City may replace and reduce the Contractor payment by the amount of cost of replacement planting.

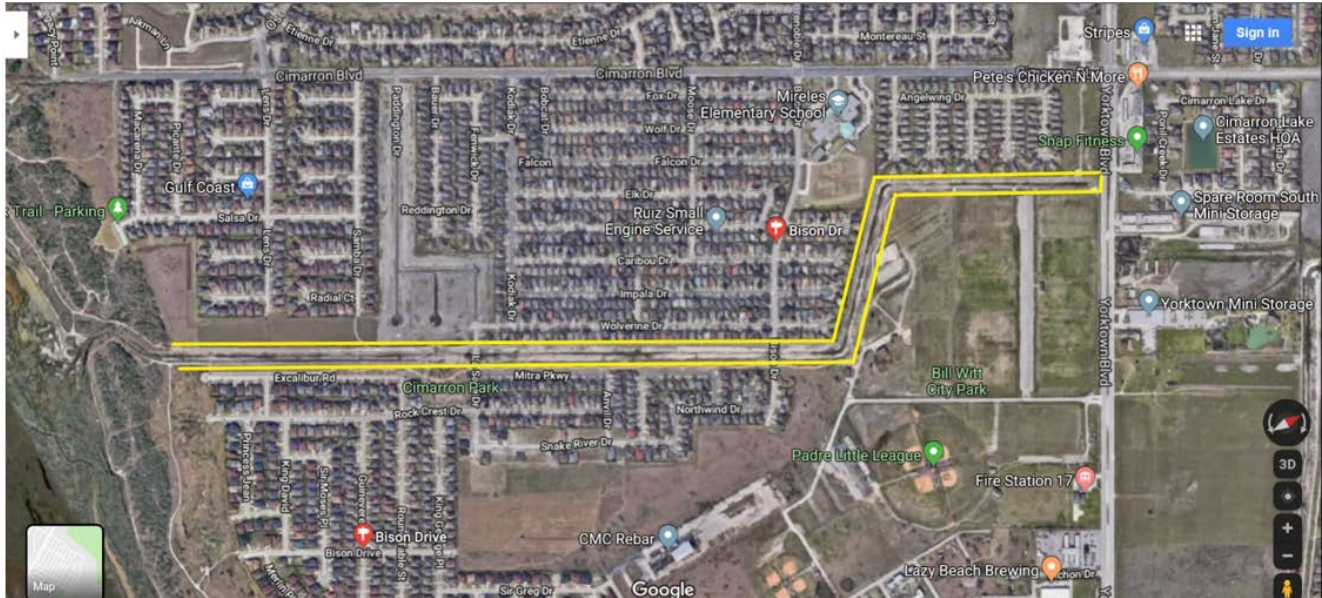


## Exhibit 2 – Parks Group 10 Locations

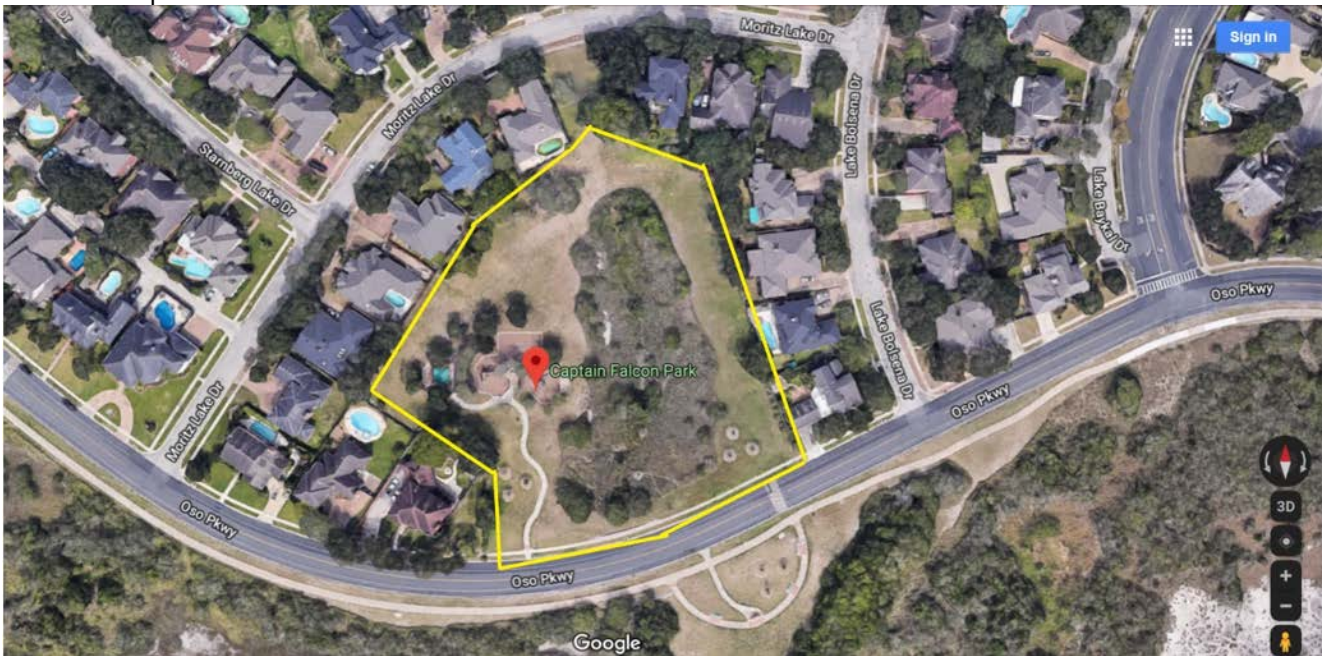
| GROUP 10 | MAINTENANCE AREA | LOCATION/ADDRESS    | ACRES |
|----------|------------------|---------------------|-------|
| G10.1    | Bear Creek       | 6733 Bison          | 9.00  |
| G10.2    | Capt. Falcon     | 4712 Oso Pkwy.      | 1.73  |
| G10.3    | Cimarron         | 8109 Rock Crest Dr. | 3.00  |
| G10.4    | Crossgate        | 5307 Cross Valley   | 4.83  |
| Total    |                  |                     | 18.56 |

Exhibit 2A – Parks Group 10 Maps

G10.1 Bear Creek

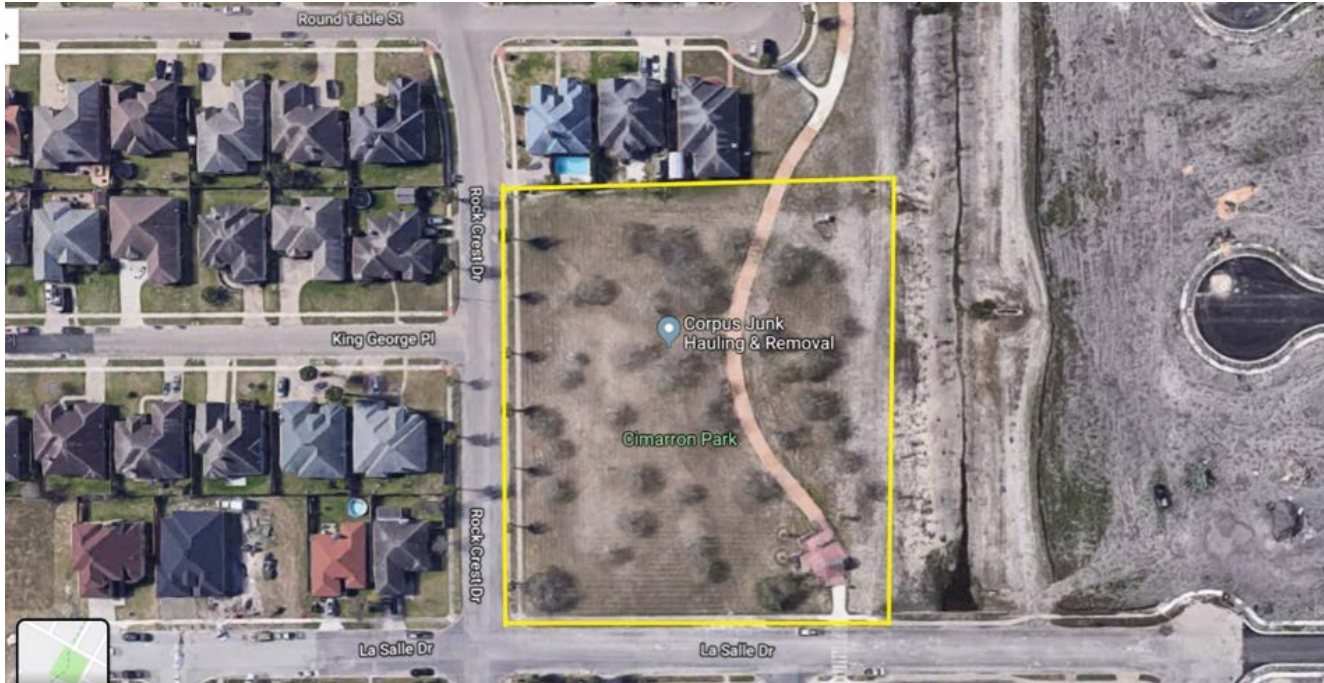


G10.2 Capt. Falcon

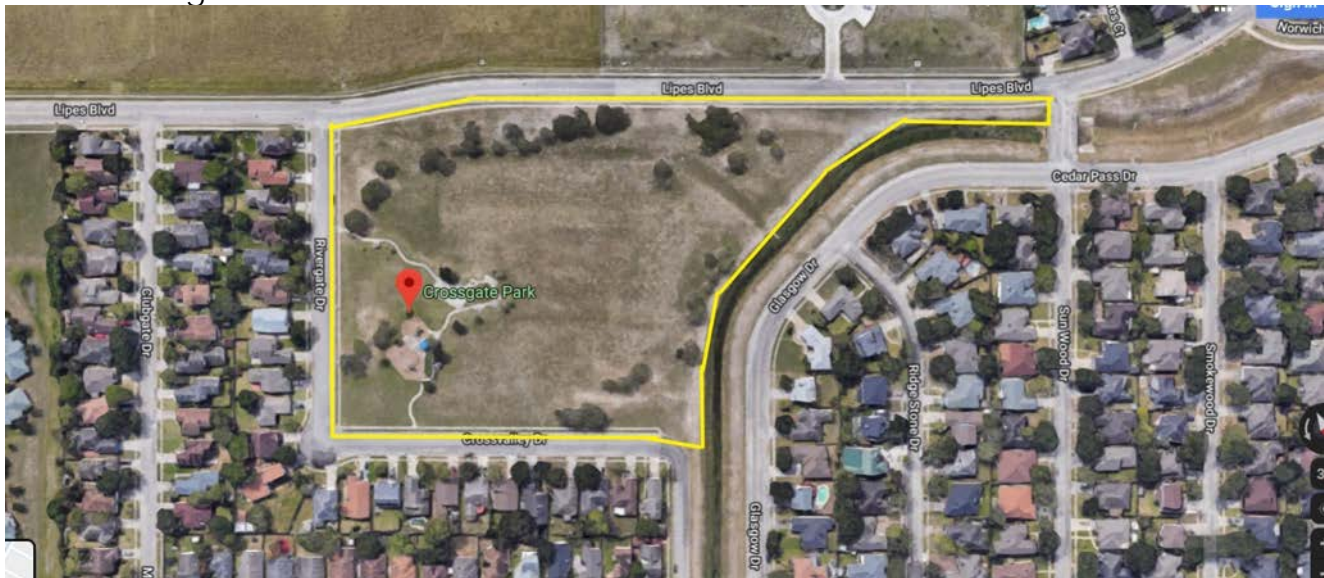


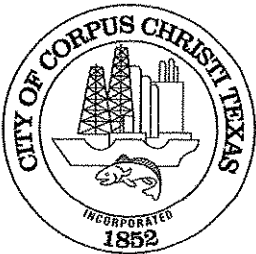


### G10.3 Cimarron



### G10.4 Crossgate



**ATTACHMENT B: BID AND PRICING SCHEDULE****CITY OF CORPUS CHRISTI  
CONTRACTS AND PROCUREMENT  
DEPARTMENT  
BID FORM****RFB No. 2887****Mowing and Grounds Maintenance for Parks  
and Right of Way Groups 9, 10, 15****PAGE 1 OF 2**Date: 02/14/2020Bidder: MLC LandscapingAuthorized  
Signature:

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

| ITEM          | DESCRIPTION                         | QTY | UNIT  | UNIT PRICE | PRICE TOTAL  |
|---------------|-------------------------------------|-----|-------|------------|--------------|
| 1.            | Parks Maintenance Group 9<br>Year 1 | 20  | Cycle | \$5.080    | \$101,600    |
|               | Parks Maintenance Group 9<br>Year 2 | 20  | Cycle | \$5.080    | \$101,600    |
|               | Parks Maintenance Group 9<br>Year 3 | 20  | Cycle | \$5.080    | \$101,600    |
| GROUP 9 TOTAL |                                     |     |       |            | \$304,800.00 |

| ITEM                      | DESCRIPTION                                  | QTY           | UNIT             | UNIT PRICE         | PRICE TOTAL             |
|---------------------------|--|---------------|------------------|--------------------|-------------------------|
| 2.                        | Parks Maintenance Group 10 Year 1            | 20            | Cycle            | \$1,020.80         | \$20,416                |
|                           | Parks Maintenance Group 10 Year 2            | 20            | Cycle            | \$1,020.80         | \$20,416                |
|                           | Parks Maintenance Group 10 Year 3            | 20            | Cycle            | \$1,020.80         | \$20,416                |
| GROUP 10 TOTAL            |  |               |                  |                    | \$61,248.00             |
| ITEM                      | DESCRIPTION                                  | QTY           | UNIT             | UNIT PRICE         | PRICE TOTAL             |
| <del>3.</del>             | <del>Parks Maintenance Group 15 Year 1</del> | <del>20</del> | <del>Cycle</del> | <del>\$710.6</del> | <del>\$14,212.00</del>  |
|                           | <del>Parks Maintenance Group 15 Year 2</del> | <del>20</del> | <del>Cycle</del> | <del>\$710.6</del> | <del>\$14,212.00</del>  |
|                           | <del>Parks Maintenance Group 15 Year 3</del> | <del>20</del> | <del>Cycle</del> | <del>\$710.6</del> | <del>\$14,212.00</del>  |
| <del>GROUP 15 TOTAL</del> |  |               |                  |                    | <del>\$42,636.00</del>  |
| <del>GRAND TOTAL</del>    |  |               |                  |                    | <del>\$108,684.00</del> |

\* Year 3 is an option term.

## 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 Park & Recreation Director 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.  | <b>Bodily Injury and Property Damage</b><br>Per occurrence - aggregate                |
| COMMERCIAL GENERAL LIABILITY including:<br>1. Commercial Broad Form<br>2. Premises – Operations<br>3. Products/Completed Operations<br>4. Contractual Liability<br>5. Independent Contractors<br>6. Personal Injury- Advertising Injury | \$1,000,000 Per Occurrence<br>\$1,000,000 Aggregate                                   |
| AUTO LIABILITY (including)<br>1. Owned<br>2. Hired and Non-Owned<br>3. Rented/Leased  | \$1,000,000 Combined Single Limit   |
| WORKERS'S COMPENSATION<br>(All States Endorsement if Company is not domiciled in Texas)<br>Employers Liability  | Statutory and complies with Part II of this Exhibit.<br>\$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.

**Bond Requirements:**

No bonds are required therefore, Service Agreement 2980, Section 5 Insurance Bonds subsection 5(B), is hereby void.

2018 Insurance Requirements  
Parks & Recreation  
Mowing and Complete Grounds Maintenance  
12/19/2018 sw Risk Management  
Valid Through 12/31/2019



## **ATTACHMENT D: WARRANTY REQUIREMENTS**

No product warranty is required therefore, Service Agreement 2980, Section 8, Warranty Requirements subsections 8(A) and (B) are hereby void.