



**REQUEST FOR PROPOSAL
CONTRACT MOWING SERVICES
AND/OR REMOVAL OF GRASS AND WEEDS
FOR ALL CITY PROPERTIES**

April 4, 2022

TO WHOM IT MAY CONCERN

The City of Teague is accepting sealed proposals CONTRACT MOWING SERVICES TO INCLUDE THE MOWING AND/OR REMOVAL OF GRASS AND WEEDS/VINES FOR ALL CITY OF TEAGUE OWNED PROPERTY until 10:00 a.m. on Thursday, May 5, 2022. Vendors shall return their proposals to Theresa Bell, City Secretary, City of Teague, 105 S 4th Avenue, Teague, Texas 75860. Proposals are to be delivered in one box or envelope, no smaller than 8 1/2" x 11" and clearly marked in the lower left-hand corner:

SEALED PROPOSAL
CONTRACT MOWING SERVICES
AND/OR REMOVAL OF GRASS AND WEEDS
FOR ALL CITY PROPERTIES

The City of Teague reserves the right to reject any and all Proposals, and to waive informalities. Any Proposal received in the Administrative office after **10:00 a.m. on Monday, May 5, 2022** will be returned unopened.

The point of contact for inquiries and questions is the City Secretary, Theresa Bell.

Proposed Schedule

April 4, 2022	Board of Aldermen Authorizes Bidding
April 5, 2022	Staff Release the Request for Proposals
May 5, 2022	Bids Due and Opened at City Hall 10:00 a.m.
May 16, 2022	Council Accept and Award Bid and Issue Contract
June 20, 2022	Council Accept and Award Bid and Issue Contract (If necessary)
October 1, 2022	Contract Begin Date

Sealed proposals will be received no later than:

10:00 A.M., THURSDAY May 5, 2022

Mark Envelope: **“CONTRACT MOWING SERVICES”**

Return Envelope To: The City Secretary’s Office
The City of Teague
105 South 4th Avenue
Teague, Texas 75860

**For: Contract Mowing Services and/or removal of grass and weeds
for all city properties**

Bids To Be Opened: City of Teague
Board of Aldermen Chambers
105 South 4th Avenue
Teague, Texas 75860

Proposals will be received until this time and will be publicly opened and read aloud. You are invited to attend the proposal opening. Any proposals received after closing time will be returned unopened. Proposals will be presented to the Board of Aldermen for consideration at a meeting to be held May 16, 2022.

For further information and specifications, contact the Public Works Director, 105 South 4th Avenue Teague, Texas 75860, 254-739-2547 ext. 108.

The City of Teague, Texas reserves the right to reject any or all proposals or to waive any or all formalities in this process.

CITY OF TEAGUE, TEXAS
REQUEST FOR PROPOSAL CONTRACT MOWING SERVICES
FOR ALL CITY PROPERTIES

SCOPE

The City of Teague, Texas, seeks competitive sealed proposals for a Contract Mowing Services for multiple properties identified in Section III, Locations. **Proposals are due in the office of the City Secretary, no later than 10:00 a.m., Tuesday May 5, 2022.**

EVALUATION CRITERIA

1. Experience, including but not limited to the number and size of previous projects of the type outlined in Section II. Specifications, projects located in this region, and extent of experience in project management.
2. Work performance, including but not limited to past projects completed on schedule and quality of work produced.
3. Price per lawn maintenance service as furnished on Bid Form.

GENERAL TERMS AND CONDITIONS

1. The City of Teague will accept sealed proposals Monday through Friday, 8:00 a.m. – 5:00 p.m. in the office of the City Secretary. **Proposals must be received in the City Secretary's office before 10:00 a.m. on Tuesday May 5, 2022.** Proposals will be publicly opened and read aloud. All proposals should be submitted on the original forms provided, **with one copy**. Each proposal must be submitted in a sealed envelope and properly marked, **"RFP CONTRACT MOWING SERVICES."**
2. Late proposals properly identified will be UNOPENED. Late proposals will not be considered under any circumstance.
3. Proposals CANNOT be altered or amended after opening time. Any alterations made before opening time must be initialed by bidder or his authorized agent. No proposal may be withdrawn after opening without approval and based on a written acceptable reason.
4. A proposal may not be withdrawn or cancelled by the bidder without permission of the City of Teague for a period of sixty (60) days following the date designated for the receipt and opening of proposals, and bidder so agrees upon submittal of their proposal.
5. The City of Teague reserves the right to revise or amend the specifications prior to the date set for opening proposals. Such revisions or amendments, if any, will be announced by amendments or addendum to these specifications. Copies of such amendments or addendum so issued will be furnished to all prospective bidders. If bidder demonstrates just reason for a change, the City of Teague must have notice of at least five working days prior to proposal opening date.

6. Should bidder find discrepancies in or omissions from the specifications or other documents or be in doubt as to their meaning, bidder should at once notify the Purchasing Department and obtain clarification prior to submitting proposal.
7. The City of Teague is exempt from taxes. DO NOT INCLUDE TAX IN PROPOSAL.
8. Bidder MUST give full name and address. FAILURE TO MANUALLY SIGN PROPOSAL SHALL DISQUALIFY IT. Person signing proposal should show TITLE or AUTHORITY TO BIND HIS FIRM IN A CONTRACT.
9. QUOTE F.O.B. destination. Price should include all costs including shipping, handling, and other related costs. Bid unit price on quantity specified—extend and show total. In case of errors in extension, UNIT prices shall govern. Bids subject to unlimited price increases will not be considered.
10. Any catalog, brand name or manufacture's reference used in bid invitation is descriptive—NOT restrictive—it is to indicate type and quality desired. Bids on brands of like nature and quality will be considered. All items bid shall be new, in first class condition and manufacturer's latest model and design including containers suitable for shipment and storage, unless otherwise indicated in bid invitation. Verbal agreements to the contrary will not be recognized.
11. The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
12. All bidders must meet or exceed the minimum specifications to be considered as a valid bid. The City of Teague reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid to best serve the interests of the City of Teague.
13. NO substitutions or cancellations permitted without written approval of the City of Teague.
14. The successful bidder shall comply with all applicable federal, state, and local laws and regulations pertaining to the practice of the profession and the execution of duties under this bid.
15. This proposal, when properly accepted by the City of Teague, shall become binding on the bidder and attached to the contract between the parties.
16. The City of Teague reserves the right to award cancelled contracts to the next lowest and best bidder as it deems to be in the best interest of the City.
17. Change Orders: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications stated in the resulting contract. The City of Teague Public Works Director will make all change orders to the contract in writing.
18. Conflict of Interest: No public official shall have interest in this contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.
19. Ethics: The bidder shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the City of Teague.
20. The Contractor/Supplier agrees to protect the City of Teague from claims involving infringement of patents or copyrights.
21. Successful bidder shall defend, indemnify and save harmless the City of Teague and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages

received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder indemnifies and will indemnify and save harmless the City of Teague from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful bidder shall pay any judgment with costs that may be obtained against the City of Teague growing out of such injury or damages.

22. Venue: Any litigation arising out of disputes pertaining to any items listed or implied in this contract or as they pertain to work performed shall be within the Teague County District Court, Teague County, Texas.
23. The City of Teague shall pay for the product/service within thirty (30) days of receipt and acceptance.
24. Inspections and Testing: All goods and services are subject to inspection and testing by the City of Teague. Authorized City of Teague personnel shall have access to a vendor's place of business for the purpose of inspecting contracted merchandise. Goods, which have been delivered and rejected in whole or in part, may be, at the City of Teague's option, returned to the vendor at vendor's risk and expense or disposed of. The vendor may request that goods be held at vendor's risk for a reasonable period of time for later disposition at the vendor's expense. Latent defects may result in revocation of acceptance of any product.
25. The rule of construction that ambiguities in a document will be construed against the party who drafted it will not be applied in interpreting this contract against the City of Teague.

TEXAS GOVERNMENT CODE CHAPTER 2270 VERIFICATION FORM

I, _____ (Person name), the undersigned representative of (Company or Business name)

_____ (hereafter referred to as "company") being an adult over the age of eighteen (18) years of age, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract between company and City of Teague, Texas. Pursuant to Section 2270.001, Texas Government Code:
 1. *"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
 2. *"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

Signature

Printed Name

Title

Date

AFFIX NOTARY STAMP / SEAL ABOVE

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

STATEMENT OF QUALIFICATIONS

Please answer the following questions regarding your company's past performance on similar projects.

Number of years in business: _____

Number of personnel employed: Part-Time: _____ **Full-Time:** _____

List three contracts of this type/size your firm completed within the last three years:

Company Name & Contact Person	Address
Telephone Number	Project Date
Project Description	
Company Name & Contact Person	Address
Telephone Number	Project Date
Project Description	
Company Name & Contact Person	Address
Telephone Number	Project Date
Project Description	

**CITY OF TEAGUE
LAWN MAINTENANCE CONTRACT
REQUEST FOR PROPOSALS**

SECTION I

GENERAL PROVISIONS

The General provisions apply to each contract(s) and properties included in the proposal, unless specifically excluded in the area description/requirements.

1. MATERIALS, LABOR AND EQUIPMENT

The Contractor shall provide all materials, labor, and equipment necessary to perform the specifics of this contract and ensure that all properties are kept in a neat appearance. As the properties are high profile areas, the properties are required to be maintained weekly throughout the terms of the contract.

The Contractor shall perform the operations provided for in these specifications in a manner that will promote the continued life and healthy growth of all plants.

2. MINIMUM CONTRACTOR QUALIFICATIONS

Due to the requirements of this contract and the highly visible location of the project areas, the City is seeking a contractor who has training and expertise in lawn maintenance, including seeding methods, chemical application methods for herbicides, pesticides and fungicides, and knowledge of insect and disease problems.

3. INSURANCE AND LICENSE

- A. Contractor shall provide workers' compensation coverage for all employees through group coverage or other method satisfactory to the City and at levels in compliance with state law. Contractor shall provide proof of said coverage by a certificate from the workers' compensation coverage provider which includes a statement that the coverage will not be canceled without at least 30-day notice to the City. Contractor shall provide copies of said certificates to the City.
- B. Contractor shall require all subcontractors to provide like workers' compensation coverage to all subcontractors' employees and shall require all subcontractors to provide certificates from their workers' compensation coverage carriers to the Contractor certifying coverage and stating that the coverage will not be cancelled without at least 30-day notice to the City. Contractor shall provide copies of said certificates to the City.
- C. Contractor shall purchase and keep in full force and effect during the entire duration of the work contemplated by this Contract an insurance policy issued by a company or companies licensed and qualified to do business in the State of Texas, with terms and conditions satisfactory to the City, as follows:

Comprehensive General Liability in amount no less than:	
Bodily Injury	\$300,000 per occurrence
Property Damage	\$500,000 per occurrence
Auto	\$500,000 per occurrence
Excess Liability/Umbrella Coverage	\$5,000,000

- D. Contractor shall provide the City with a Certificate of Insurance naming the City as additionally insured and reflecting the referenced coverage and stating that the coverage will not be canceled without at least 30-day notice to the City.

4. CONTRACT TIME AND COMPLETION DATE

The contract is proposed to go into effect October 1, 2022 and will end on September 30, 2024.

5. BASIS OF PAYMENT

The City of Teague will pay the Contractor in equal monthly installments billed in arrears for work completed. The first payment will be paid after the 15th of the month for work that has been completed and upon receipt of an invoice from the contractor. Payment will be rendered within 30 business days of receipt of invoice. The City of Teague will routinely inspect the site to ensure compliance with the conditions of the contract.

6. REDUCTION IN PAY

The City will maintain a system for recording complaints concerning non-performance of work as specified. The City will communicate all the complaints to the Contractor and request the complaint be corrected. Failure to take corrective action within a reasonable time may result in the work being undertaken by others and the resulting cost charged to the Contractor. MORE THAN THREE (3) COMPLAINTS OF A SIMILAR NATURE WITHIN A TIME SPAN OF THIRTY (30) DAYS WILL BE DEEMED UNSATISFACTORY WORK PERFORMANCE.

If it determined by the City that the Contractor has failed to perform the work as specified, an amount proportionate to the related effort and/or expense may be deducted by the City from the Contractor's payment and the City, at its option, may impose a monetary penalty should failure to perform in accordance with the contract occur. Penalties will be imposed as follows:

Penalties for the above will be based on the hourly billing rate of the City employee(s) plus benefits assigned to perform the task(s) times the hour(s) required by City employee(s) to perform the task(s). If the work was just omitted, the deduction will be based on the weekly price of the work to be performed at that location

7. SUBLETTING OF CONTRACT

The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the contract or any portion thereof; or of his right, title, or interest therein, without prior written consent of the City of Teague.

8. TRAFFIC CONTROL

Where high traffic situations exist, the Contractor will be required to maintain traffic on the roadway during maintenance and to provide, install and maintain all traffic control devices in accordance with Texas DOT Standards. The Contractor will furnish, erect, and remove necessary traffic control signs as required by Texas Law.

9. SAFETY REQUIREMENTS

The Contractor is solely responsible for meeting required safety policies. The contractor shall also provide necessary safety equipment (including but not limited to vests, hearing protection, safety glasses, and shoes).

10. EXTENSION OF CONTRACT

The City reserves the right to extend this contract through a written amendment.

11. CANCELLATION OF CONTRACT

A. The City, besides all other rights or remedies it may have, shall have the right to terminate this Agreement without cause upon ten (10) days' written notice from the Mayor or City Administrator to the Contractor of the City's election to do so. Furthermore, the City may immediately and without notice terminate this Agreement if the Contractor breaches this Agreement, which shall include, but not be limited to, the following:

- A. By failing to pay insurance premiums, liens, claims or other charges;
- B. By failing to complete an entire maintenance cycle as and when required in this Agreement;
- C. By failing to pay any payments due the City, State or Federal Government from the Contractor or its principals, including, but not limited to, payments identified in this Agreement any taxes, fees, assessments, or liens;
- D. On the institution of voluntary or involuntary bankruptcy proceeding against the Contractor;
- E. By death of the Contractor, or dissolution of the Contracting firm or business;
- F. By violation of any provision of this Agreement; and/or
- G. By the abandonment or discontinuance of the Contractor's operations for a period of thirty (30) days. Should this occur, the City shall not be responsible for the custodial protection of merchandise, fixtures or equipment abandoned, even though it may be necessary for the City to remove the same for storage or disposal in its sole discretion.

B. Should the City, in its sole discretion, elect not to terminate this Agreement for failure to complete an entire maintenance cycle, the Contractor, recognizing that time is of the essence in this Agreement, hereby expressly agrees that his first failure to complete an entire mowing cycle will result in the forfeiture of a portion of the check or bond in an amount equal to that which was bid for the maintenance cycle and that his second such failure results in termination of this Agreement, at the election of the City. Both the Contractor and the City hereby agree that the Contractor is entitled to no payment for an incomplete cycle unless the direct and sole proximate cause of the Contractor's failure to complete the cycle is the City's termination

of this Agreement without cause. If the City terminates the Agreement without cause, the Contractor shall be entitled to payment for Work satisfactorily performed as of the date of the termination.

The contract may be cancelled by either party hereto upon a 60-day written notice from the City and a 180-day written notice from the bidder. The City may cancel the contract with a 30-day written notice if the contractor fails to meet the requirements of the contract or is negligent.

12. SPECIAL EVENTS SCHEDULING

The City has special community events from time-to-time and shall be allowed to request up to ten (10) additional mowing services per year. Unless otherwise stated herein, scheduling of work is at the discretion of the contractor.

13. MOWING

Grass areas will be mowed as defined in Section II Locations.

14. TRIMMING

All immovable objects and areas that cannot be mowed will be trimmed at the same interval as the lawn area is mowed.

15. LEAF REMOVAL

All leaves will be mulched or removed from grass areas and sidewalks in compliance with the related schedule. The contractor shall be solely responsible for the disposal of the leaves removed. The leaves shall be transported off site and disposed of in a manner consistent with applicable laws and regulations. This does not apply to right of ways.

16. HERBICIDE USE

Spring and fall preparation are to include herbicide application for pre- and post-emergent control of broad leaf weeds and weeds. The Contractor will be required to use pre- or post- emergent herbicides to eliminate any weed problems. The Contractor will be liable for damage to plants which result from the application of herbicides. Contractor must obtain and maintain in necessary certification that would permit them to utilize such chemicals.

SECTION II - LOCATIONS

TEAGUE CITY HALL

Property is located at 105 South 4th Avenue

SCOPE OF LAWN MAINTENANCE SERVICES

- Mowing Frequency:
 - March thru October – approximately 32 times
 - November thru February – approximately 8 times
- Mow to Pavement
- Edge Sidewalks
- Edge Curbs
- Edge All Structures
- Pick Up Litter Total Facility
- Removal of Vines

1. TRIMMING

To include a 10' radius around the exterior of all fences, signs, poles, trees, planter bed edges, obstacles, expansion joints, concrete/paver area, etc., shall be trimmed around with string trimmers. The grass shall be trimmed to the assigned mowing height. Care shall be used to avoid any injury to plant material. Clippings and debris will be blown and/or picked up from the porches of buildings, walks, curbs, street, parking lots and other locations as necessary after mowing each week. Trimming shall be completed concurrently with mowing on every mowing cycle.

2. LEAF REMOVAL

All leaves will be removed from grass areas, parking lots, alley way, and sidewalks weekly during the fall season. The contractor shall be solely responsible for the disposal of the leaves removed. The leaves shall be transported off site and disposed of in a manner consistent with applicable laws and regulations.

3. WEEDING/HERBICIDE USE

Must have the prior approval of the Public Works Director. The Contractor may need to use additional pre- or post-emergent herbicides or a gas-powered weed eater to eliminate any weed problems. The Contractor will be liable for damage to plants which result from the application of herbicides.

4. DEBRIS/LITTER REMOVAL

All trash and other debris will be removed from all lawn areas to maintain a neat appearance. The contractor shall be solely responsible for the disposal of the trash and debris removed. This trash and debris shall be transported off site and disposed of in a manner consistent with applicable laws and regulations

PUBLIC WORKS MAIN OFFICE & LAND

Property is located at 400 Elm Street & 304 Elm Street and is approximately 3 acres.

SCOPE OF LAWN MAINTENANCE SERVICES

- Mowing Frequency:
 - March thru October – approximately 32 times
 - November thru February – approximately 8 times
- Mow to Pavement
- Edge Sidewalks
- Edge Curbs
- Edge All Structures
- Pick Up Litter Total Facility
- Removal of Vines

1. TRIMMING

To include a 10' radius around the exterior of all fences, signs, poles, trees, planter bed edges, obstacles, expansion joints, concrete/paver area, etc., shall be trimmed around with string trimmers. The grass shall be trimmed to the assigned mowing height. Care shall be used to avoid any injury to plant material. Clippings and debris will be blown and/or picked up from the porches of buildings, walks, curbs, street, parking lots and other locations as necessary after mowing each week. Trimming shall be completed concurrently with mowing on every mowing cycle.

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All leaves will be removed from grass areas, parking lots, alley way, and sidewalks weekly during the fall season. The contractor shall be solely responsible for the disposal of the leaves removed. The leaves shall be transported off site and disposed of in a manner consistent with applicable laws and regulations.

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4. DEBRIS/LITTER REMOVAL

All trash and other debris will be removed from all lawn areas to maintain a neat appearance. The contractor shall be solely responsible for the disposal of the trash and debris removed. This trash and debris shall be transported off site and disposed of in a manner consistent with applicable laws and regulations

LIBRARY, POLICE DEPARTMENT, COMMUNITY CENTER COMPLEX, BRI MUSEUM AND SOUTH 3RD AVE PROPERTY & MAIN STREET SIDEWALK AREAS

The boundaries for the below properties include the property from Main Street to the front of the buildings and the back of the building to the alleys:

Library - 400 Main Street

Police Department – 315 Main Street

Community Center Complex – 513 -519 Main Street

BRI Museum and South 3rd Avenue Property – Property located on the premises of the museum and the grassy area on the west side of South 3rd Avenue.

Main Street Sidewalk Areas include blocks 300, 400 and 500

SCOPE OF LAWN MAINTENANCE SERVICES

- a. Mowing Frequency:
 - i. March thru October – approximately 32 times
 - ii. November thru February – approximately 8 times
- b. Mow to Pavement
- c. Edge Sidewalks
- d. Edge Trees
- e. Edge Curbs
- f. Edge All Structures
- g. Pick Up Litter Total Facility
- h. Removal of Vines

1. TRIMMING

To include a 10' radius around the exterior of all fences, signs, poles, trees, planter bed edges, obstacles, expansion joints, concrete/paver area, etc., shall be trimmed around with string trimmers. The grass shall be trimmed to the assigned mowing height. Care shall be used to avoid any injury to plant material. Clippings and debris will be blown and/or picked up from the porches of buildings, walks, curbs, street, parking lots and other locations as necessary after mowing each week. Trimming shall be completed concurrently with mowing on every mowing cycle.

2. LEAF REMOVAL

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4. DEBRIS/LITTER REMOVAL

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PUBLIC WORKS STORAGE

Property is located at 808 North 8th Ave

SCOPE OF LAWN MAINTENANCE SERVICES

- Mowing Frequency:
 - March thru October – approximately 32 times
 - November thru February – approximately 8 times
- Mow to Pavement
- Edge Sidewalks
- Edge Curbs
- Edge All Structures
- Pick Up Litter Total Facility
- Removal of Vines

1. TRIMMING

To include a 10' radius around the exterior of all fences, signs, poles, trees, planter bed edges, obstacles, expansion joints, concrete/paver area, etc., shall be trimmed around with string trimmers. The grass shall be trimmed to the assigned mowing height. Care shall be used to avoid any injury to plant material. Clippings and debris will be blown and/or picked up from the porches of buildings, walks, curbs, street, parking lots and other locations as necessary after mowing each week. Trimming shall be completed concurrently with mowing on every mowing cycle.

2. LEAF REMOVAL

All leaves will be removed from grass areas, parking lots, alley way, and sidewalks weekly during the fall season. The contractor shall be solely responsible for the disposal of the leaves removed. The leaves shall be transported off site and disposed of in a manner consistent with applicable laws and regulations.

3. WEEDING/HERBICIDE USE

Must have the prior approval of the Public Works Director. The Contractor may need to use additional pre- or post-emergent herbicides or a gas-powered weed eater to eliminate any weed problems. The Contractor will be liable for damage to plants which result from the application of herbicides.

4. DEBRIS/LITTER REMOVAL

All trash and other debris will be removed from all lawn areas to maintain a neat appearance. The contractor shall be solely responsible for the disposal of the trash and debris removed. This trash and debris shall be transported off site and disposed of in a manner consistent with applicable laws and regulations

WATER PLANT/SOUTH ELEVATED STORAGE / COLLECTION CENTER

Property is located at 518 Magnolia Street and is approximately 6.06 acres.

SCOPE OF LAWN MAINTENANCE SERVICES

- Mowing Frequency:
 - March thru October – approximately 20 times
 - November thru February – approximately 4 times
- Mow to Pavement
- Edge Sidewalks
- Edge Curbs
- Edge All Structures
- Pick Up Litter Total Facility
- Removal of Vines

1. TRIMMING

To include a 10' radius around the exterior of all fences, signs, poles, trees, planter bed edges, obstacles, expansion joints, concrete/paver area, etc., shall be trimmed around with string trimmers. The grass shall be trimmed to the assigned mowing height. Care shall be used to avoid any injury to plant material. Clippings and debris will be blown and/or picked up from the porches of buildings, walks, curbs, street, parking lots and other locations as necessary after mowing each week. Trimming shall be completed concurrently with mowing on every mowing cycle.

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3. WEEDING/HERBICIDE USE

Must have the prior approval of the Public Works Director. The Contractor may need to use additional pre- or post-emergent herbicides or a gas-powered weed eater to eliminate any weed problems. The Contractor will be liable for damage to plants which result from the application of herbicides.

4. DEBRIS/LITTER REMOVAL

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TEAGUE MUNICIPAL AIRPORT

Property is located at County Road 856 and is approximately 29.51 acres.

SCOPE OF LAWN MAINTENANCE SERVICES

- Mowing Frequency: approximately 12 times per year
- Mow to Pavement
- Edge Sidewalks
- Edge Curbs
- Edge All Structures
- Pick Up Litter Total Facility
- Removal of Vines

1. TRIMMING

To include a 10' radius around the exterior of all fences, signs, poles, trees, planter bed edges, obstacles, expansion joints, concrete/paver area, etc., shall be trimmed around with string trimmers. The grass shall be trimmed to the assigned mowing height. Care shall be used to avoid any injury to plant material. Clippings and debris will be blown and/or picked up from the porches of buildings, walks, curbs, street, parking lots and other locations as necessary after mowing each week. Trimming shall be completed concurrently with mowing on every mowing cycle.

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4. DEBRIS/LITTER REMOVAL

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TEAGUE CITY LAKE

Property is located at 180 County Road 888 and is approximately 28.6 acres.

SCOPE OF LAWN MAINTENANCE SERVICES

- Mowing Frequency: approximately 12 times per year
- Mow to Pavement
- Edge Sidewalks
- Edge Curbs
- Edge All Structures
- Pick Up Litter Total Facility
- Removal of Vines

1. TRIMMING

To include a 10' radius around the exterior of all fences, signs, poles, trees, planter bed edges, obstacles, expansion joints, concrete/paver area, etc., shall be trimmed around with string trimmers. The grass shall be trimmed to the assigned mowing height. Care shall be used to avoid any injury to plant material. Clippings and debris will be blown and/or picked up from the porches of buildings, walks, curbs, street, parking lots and other locations as necessary after mowing each week. Trimming shall be completed concurrently with mowing on every mowing cycle.

2. LEAF REMOVAL

All leaves will be removed from grass areas, parking lots, alley way, and sidewalks weekly during the fall season. The contractor shall be solely responsible for the disposal of the leaves removed. The leaves shall be transported off site and disposed of in a manner consistent with applicable laws and regulations.

3. WEEDING/HERBICIDE USE

Must have the prior approval of the Public Works Director. The Contractor may need to use additional pre- or post-emergent herbicides or a gas-powered weed eater to eliminate any weed problems. The Contractor will be liable for damage to plants which result from the application of herbicides.

4. DEBRIS/LITTER REMOVAL

All trash and other debris will be removed from all lawn areas to maintain a neat appearance. The contractor shall be solely responsible for the disposal of the trash and debris removed. This trash and debris shall be transported off site and disposed of in a manner consistent with applicable laws and regulations

8th AVENUE CITY PARK

Property is located at 600 North 8th Avenue and approximately 22.73 acres. The northern boundary is along the alley of Mimosa Street, the southern boundary is Cypress Street, the eastern boundary is the fence line of the properties on the west side of Circle Drive, and the western boundary is 8th Avenue. Services do not include maintaining the properties within the 3 baseball/softball fields and the rodeo arena fence, all other areas are included.

SCOPE OF LAWN MAINTENANCE SERVICES

- Mowing Frequency:
 - i. March thru October – approximately 32 times
 - ii. November thru February – approximately 8 times
- Mow to Pavement
- Edge Sidewalks
- Edge Curbs
- Edge All Structures & Equipment
- Pick Up Litter Total Facility
- Removal of Vines

1. TRIMMING

To include a 10' radius around the exterior of all fences, signs, poles, trees, planter bed edges, obstacles, expansion joints, concrete/paver area, etc., shall be trimmed around with string trimmers. The grass shall be trimmed to the assigned mowing height. Care shall be used to avoid any injury to plant material. Clippings and debris will be blown and/or picked up from the porches of buildings, walks, curbs, street, parking lots and other locations as necessary after mowing each week. Trimming shall be completed concurrently with mowing on every mowing cycle.

2. LEAF REMOVAL

All leaves will be removed from grass areas, parking lots, alley way, and sidewalks weekly during the fall season. The contractor shall be solely responsible for the disposal of the leaves removed. The leaves shall be transported off site and disposed of in a manner consistent with applicable laws and regulations.

3. WEEDING/HERBICIDE USE

Must have the prior approval of the Public Works Director. The Contractor may need to use additional pre- or post-emergent herbicides or a gas-powered weed eater to eliminate any weed problems. The Contractor will be liable for damage to plants which result from the application of herbicides.

4. DEBRIS/LITTER REMOVAL

All trash and other debris will be removed from all lawn areas to maintain a neat appearance. The contractor shall be solely responsible for the disposal of the trash and debris removed. This trash and debris shall be transported off site and disposed of in a manner consistent with applicable laws and regulations

BOOKER T WASHINGTON CITY PARK

Property is located at 800 Jefferson Street and is approximately 6.67 acres. The northern boundary is Jefferson Street, the southern boundary is the thick tree line, the eastern boundary is Snipes Street, and the western boundary is Gillespie Street.

SCOPE OF LAWN MAINTENANCE SERVICES

- Mowing Frequency:
 - i. March thru October – approximately 32 times
 - ii. November thru February – approximately 8 times
- Mow to Pavement
- Edge Sidewalks
- Edge Curbs
- Edge All Structures
- Pick Up Litter Total Facility
- Removal of Vines

1. TRIMMING

To include a 10' radius around the exterior of all fences, signs, poles, trees, planter bed edges, obstacles, expansion joints, concrete/paver area, etc., shall be trimmed around with string trimmers. The grass shall be trimmed to the assigned mowing height. Care shall be used to avoid any injury to plant material. Clippings and debris will be blown and/or picked up from the porches of buildings, walks, curbs, street, parking lots and other locations as necessary after mowing each week. Trimming shall be completed concurrently with mowing on every mowing cycle.

2. LEAF REMOVAL

All leaves will be removed from grass areas, parking lots, alley way, and sidewalks weekly during the fall season. The contractor shall be solely responsible for the disposal of the leaves removed. The leaves shall be transported off site and disposed of in a manner consistent with applicable laws and regulations.

3. WEEDING/HERBICIDE USE

Must have the prior approval of the Public Works Director. The Contractor may need to use additional pre- or post-emergent herbicides or a gas-powered weed eater to eliminate any weed problems. The Contractor will be liable for damage to plants which result from the application of herbicides.

4. DEBRIS/LITTER REMOVAL

All trash and other debris will be removed from all lawn areas to maintain a neat appearance. The contractor shall be solely responsible for the disposal of the trash and debris removed. This trash and debris shall be transported off site and disposed of in a manner consistent with applicable laws and regulations

AYCOCK CITY PARK

Property is located at 412 Main Street with the northern boundary being Main Street, southern boundary is the alley, the eastern boundary is the East wall and the western boundary is the iron fence to the Teague Farmers Market.

SCOPE OF LAWN MAINTENANCE SERVICES

- Mowing Frequency:
 - i. March thru October – approximately 32 times
 - ii. November thru February – approximately 8 times
- Mow to Pavement
- Edge Sidewalks
- Edge Curbs
- Edge All Structures
- Pick Up Litter Total Facility
- Removal of Vines

1. TRIMMING

To include a 10' radius around the exterior of all fences, signs, poles, trees, planter bed edges, obstacles, expansion joints, concrete/paver area, etc., shall be trimmed around with string trimmers. The grass shall be trimmed to the assigned mowing height. Care shall be used to avoid any injury to plant material. Clippings and debris will be blown and/or picked up from the porches of buildings, walks, curbs, street, parking lots and other locations as necessary after mowing each week. Trimming shall be completed concurrently with mowing on every mowing cycle.

2. LEAF REMOVAL

All leaves will be removed from grass areas, parking lots, alley way, and sidewalks weekly during the fall season. The contractor shall be solely responsible for the disposal of the leaves removed. The leaves shall be transported off site and disposed of in a manner consistent with applicable laws and regulations.

3. WEEDING/HERBICIDE USE

Must have the prior approval of the Public Works Director. The Contractor may need to use additional pre- or post-emergent herbicides or a gas-powered weed eater to eliminate any weed problems. The Contractor will be liable for damage to plants which result from the application of herbicides.

4. DEBRIS/LITTER REMOVAL

All trash and other debris will be removed from all lawn areas to maintain a neat appearance. The contractor shall be solely responsible for the disposal of the trash and debris removed. This trash and debris shall be transported off site and disposed of in a manner consistent with applicable laws and regulations

WASTEWATER PLANTS

North Plant is located at 862 West Highway 84 and is approximately 36.8 acres.

West Plant is located at 300 South Roberts Lane and is approximately 13.3 acres.

SCOPE OF LAWN MAINTENANCE SERVICES

- Mowing Frequency: approximately 14 times per year
- Mow to Pavement
- Edge Sidewalks
- Edge Curbs
- Edge All Structures
- Pick Up Litter Total Facility
- Removal of Vines

1. TRIMMING

To include a 10' radius around the exterior of all fences, signs, poles, trees, planter bed edges, obstacles, expansion joints, concrete/paver area, etc., shall be trimmed around with string trimmers. The grass shall be trimmed to the assigned mowing height. Care shall be used to avoid any injury to plant material. Clippings and debris will be blown and/or picked up from the porches of buildings, walks, curbs, street, parking lots and other locations as necessary after mowing each week. Trimming shall be completed concurrently with mowing on every mowing cycle.

2. LEAF REMOVAL

All leaves will be removed from grass areas, parking lots, alley way, and sidewalks weekly during the fall season. The contractor shall be solely responsible for the disposal of the leaves removed. The leaves shall be transported off site and disposed of in a manner consistent with applicable laws and regulations.

3. WEEDING/HERBICIDE USE

Must have the prior approval of the Public Works Director. The Contractor may need to use additional pre- or post-emergent herbicides or a gas-powered weed eater to eliminate any weed problems. The Contractor will be liable for damage to plants which result from the application of herbicides.

4. DEBRIS/LITTER REMOVAL

All trash and other debris will be removed from all lawn areas to maintain a neat appearance. The contractor shall be solely responsible for the disposal of the trash and debris removed. This trash and debris shall be transported off site and disposed of in a manner consistent with applicable laws and regulations

11 WASTEWATER LIFT STATIONS

Properties are located as follows:

- 745 Highway 84
- 810 Highway 84
- 844 Highway 84
- 410 Snipes Street
- 1200 West Main Street
- 1308 North 1st Avenue
- 2875 Main Street
- 1512 Poplar Street
- 512 Webb Street
- 1200 South 9th Avenue
- 1200 Cypress Street

SCOPE OF LAWN MAINTENANCE SERVICES

- Mowing Frequency:
 - i. March thru October – approximately 20 times
 - ii. November thru February – approximately 4 times
- Mow to Pavement
- Edge Sidewalks
- Edge Curbs
- Edge All Structures
- Pick Up Litter Total Facility
- Removal of Vines

1. TRIMMING

To include a 10' radius around the exterior of all fences, signs, poles, trees, planter bed edges, obstacles, expansion joints, concrete/paver area, etc., shall be trimmed around with string trimmers. The grass shall be trimmed to the assigned mowing height. Care shall be used to avoid any injury to plant material. Clippings and debris will be blown and/or picked up from the porches of buildings, walks, curbs, street, parking lots and other locations as necessary after mowing each week. Trimming shall be completed concurrently with mowing on every mowing cycle.

2. LEAF REMOVAL

All leaves will be removed from grass areas, parking lots, alley way, and sidewalks weekly during the fall season. The contractor shall be solely responsible for the disposal of the leaves removed. The leaves shall be transported off site and disposed of in a manner consistent with applicable laws and regulations.

3. WEEDING/HERBICIDE USE

Must have the prior approval of the Public Works Director. The Contractor may need to use additional pre- or post-emergent herbicides or a gas-powered weed eater to eliminate any weed problems. The Contractor will be liable for damage to plants which result from the application of herbicides.

4. DEBRIS/LITTER REMOVAL

All trash and other debris will be removed from all lawn areas to maintain a neat appearance. The contractor shall be solely responsible for the disposal of the trash and debris removed. This trash and debris shall be transported off site and disposed of in a manner consistent with applicable laws and regulations

WATER FACILITIES

Properties are located as follows:

- Ground Storage - 303 FM 553 and is approximately .41 acres
- Well Number 2 - 380 FM 553 and is approximately .5 acres
- Well Number 4 - 342 Northline Road and approximately 1.12 acres
- North Elevated Storage – 500 North 5th Avenue and approximately .32 acres

SCOPE OF LAWN MAINTENANCE SERVICES

- Mowing Frequency:
 - i. March thru October – approximately 20 times
 - ii. November thru February – approximately 4 times
- Mow to Pavement
- Edge Sidewalks
- Edge Curbs
- Edge All Structures
- Pick Up Litter Total Facility
- Removal of Vines

1. TRIMMING

To include a 10' radius around the exterior of all fences, signs, poles, trees, planter bed edges, obstacles, expansion joints, concrete/paver area, etc., shall be trimmed around with string trimmers. The grass shall be trimmed to the assigned mowing height. Care shall be used to avoid any injury to plant material. Clippings and debris will be blown and/or picked up from the porches of buildings, walks, curbs, street, parking lots and other locations as necessary after mowing each week. Trimming shall be completed concurrently with mowing on every mowing cycle.

2. LEAF REMOVAL

All leaves will be removed from grass areas, parking lots, alley way, and sidewalks weekly during the fall season. The contractor shall be solely responsible for the disposal of the leaves removed. The leaves shall be transported off site and disposed of in a manner consistent with applicable laws and regulations.

3. WEEDING/HERBICIDE USE

No herbicide shall be used.

4. DEBRIS/LITTER REMOVAL

All trash and other debris will be removed from all lawn areas to maintain a neat appearance. The contractor shall be solely responsible for the disposal of the trash and debris removed. This trash and debris shall be transported off site and disposed of in a manner consistent with applicable laws and regulations

**BID FORM
RFP CONTRACT MOWING SERVICES
CITY OF TEAGUE, TEXAS**

**THE CITY OF TEAGUE RESERVES THE RIGHT TO AWARD CONTRACT
BASED ON WHICH PROPOSAL IS MOST ADVANTAGEOUS TO THE CITY.**

Location	Annual Price per Service Location
TEAGUE CITY HALL	\$
PUBLIC WORKS MAIN OFFICE & LAND	\$
LIBRARY, POLICE DEPARTMENT, COMMUNITY CENTER COMPLEX, BRI MUSEUM AND SOUTH 3 RD AVENUE & MAIN STREET SIDEWALK AREAS	\$
PUBLIC WORKS STORAGE	\$
WATER PLANT/ SOUTHWEST ELEVATED STORAGE / COLLECTION CENTER	\$
TEAGUE MUNICIPAL AIRPORT	\$
TEAGUE CITY LAKE	\$
8th AVENUE CITY PARK	\$
BOOKER T WASHINGTON CITY PARK	\$
AYCOCK CITY PARK	\$
WASTEWATER PLANTS	\$
11 WASTEWATER LIFT STATIONS	\$
WATER FACILITIES	\$

Description of mowing/edging equipment to be used by Contractor:

Signature of Authorized Official(s)

PRINTED OFFICIAL'S NAME & TITLE:

FIRM NAME:

ADDRESS:

PHONE #:

**PROPOSALS MUST BE RECEIVED IN THE OFFICE OF THE CITY SECRETARY
BEFORE PROPOSAL OPENING AT 10:00 a.m. CST ON TUESDAY, May 5, 2022.**

CONTRACT FOR ANNUAL LAWN MAINTENANCE SERVICES

I. SCOPE

This service agreement, hereinafter known as "Agreement," is made and entered into this __day of _____2022 by and between the City of Teague, a municipal corporation located in Teague County, Texas, hereinafter known as the "City," and "CONTRACTOR", hereinafter known as the "Contractor."

Contractor agrees to furnish all the material and perform all Work in a timely and worker-like manner as required herein. In return, the City agrees to pay the Contractor the price as shown in the Contractor's bid documents for each successfully completed maintenance cycle which bid documents form a part of this Agreement and are incorporated herein by this reference for all intents and purposes. All payments, however, shall be subject to the terms and conditions herein. Furthermore, should there be a conflict between the terms of the bid documents and the terms of this Agreement, the terms of this Agreement shall control.

II. DEFINITIONS

The following words shall, unless the context otherwise requires, have the meanings ascribed to them below:

City Administrator shall mean the City Administrator of the City of Teague or his designated representative.

Contract Documents shall refer to this contract, the bid form submitted by Contractor, and the bid specifications attached as "Attachment A."

Debris shall mean litter, trash, garbage, tree limbs, fragments, remains, ruins, rubble, or loose materials of any nature which may detract from the appearance, safety, or use of the Property.

Inclement weather shall mean rainy weather when the condition of the soil is such that the rutting of property shall not allow cutting of grass to be accomplished satisfactorily, as determined by the Public Works Director.

Litter shall mean any debris, trash, garbage, tree limbs, fragments, remains, ruins, rubble of loose materials of any nature which may distract from the appearance of the landscaping maintenance project areas. Such term shall include, but not be limited to, paper, cans, bottles, limbs 3" or smaller in diameter, rocks, etc., which are not intended to be present as part of the landscape.

Litter removal shall mean the removal of litter and debris from the assigned landscaping maintenance project area.

Public Works Director shall mean the duly authorized representative of the City of Teague who shall monitor the Contractor's progress within the maintenance project areas to which he/she is assigned.

Scalping shall refer to any action which results in the mowing of any grass area below the height specified in Specifications down to and including the soil.

Work shall refer to those certain landscaping and maintenance services required in this Agreement, including, but not limited to, mowing, trimming, edging, landscaping, and litter removal.

III. CONTRACTOR'S RESPONSIBILITIES

Equipment: Contractor shall supply all equipment used for the mowing services and, the Contractor warrants that all such equipment is adequate for the Work. Mowing equipment shall be equipped with sharp blades so as not to tear but cleanly cut the blades of grass. Additionally, Contractor shall maintain or have immediate access to adequate backup equipment in order to sustain continuous operations in the event of equipment failure. The use of insufficient and/or inadequate machinery or equipment as determined by the City Administrator, or the Public Works Director shall be deemed a breach of this Agreement.

Location: Per Specifications, Contractor shall provide full mowing services, as described herein.

Personnel: Contractor shall provide supervision of all work crews at all times while performing Work under this Agreement. Personal supervision is not required provided that equipment or other means are provided that enable the work crew to communicate with the Contractor at all times. Each work crew shall have a designated person on the work site that has the authority to respond to inquiries about work details or priorities.

Litter Removal: Contractor shall pick up litter and debris as set out in the Specifications prior to mowing or performing any Work. All fallen tree branches shall be removed before each mowing. Removal and disposal of litter and debris shall be the sole responsibility of the Contractor, and the Contractor agrees that he shall be responsible for all landfill fees, if any, associated with the disposal of the litter and debris. Any litter, mowed over, cut or broken during maintenance operations, shall be completely removed from the Property immediately and prior to proceeding with the maintenance of other areas. Contractor shall not utilize City facilities, trash cans, or dumpsters for litter removal.

Mowing: The grass shall be maintained and/or mowed to an approximate height of two and one-half inches (2-1/2"). Contractor will mow grass with a finishing mower as listed on the bid form. Upon completion, a mowed area shall be free of clumped grass and tire tracks or ruts from the mowing equipment. Grass shall be cut in a

professional manner so as not to scalp grass or leave areas of clippings on any paved surface such as streets, parking lots, sidewalks or driveways or on adjacent properties. Any material so discharged shall be removed immediately prior to proceeding with Work on another Property. Removal of cut grass from the ground areas where growth occurred will not be required. Cut grass and debris which falls or is thrown by equipment upon the pavement streets, sidewalks, driveways or adjacent properties through the action of the Contractor or his work crew shall be removed from the area prior to the exit of the Contractor or his work crew from the Property of the immediate work site.

Trimming: Contractor shall trim weeds around trees, along bridge railings, and around sign posts fifteen (15) inches out from said items prior to mowing grass. Special care shall be given to trimming around small trees so as not to inflict damage to the bark of the trees. No pruning of any shrub or tree shall be permitted without prior approval of the Public Works Director. The Contractor will be responsible for any and all damages to trees and State of Texas Property. Assessment and determination of damages will be made by the Street Superintendent or the City Administrator. Contractor shall replace damaged trees with the same type and size of tree and will provide at least a one-year-to-live guarantee.

IV. MOWING SCHEDULE

Contractor shall service the property per Specifications. The City of Teague reserves the right to make modifications to the frequency of service.

V. INSPECTION BY THE CONTRACTOR

The Contractor acknowledges its responsibility for inspecting of the Property prior to bidding and to inform itself regarding local conditions. After the City awards the bid, the Contractor in the presence of the Public Works Director must make an additional inspection of the Property on which the Contractor will be working pursuant to this Agreement prior to beginning the first maintenance cycle. The purpose of such additional inspection shall be to provide the Contractor an opportunity to inspect and document any damage to any structure or tree which could have occurred prior to the Work. The documentation of any tree or facility damage must be submitted to the Public Works Director prior to any Work being performed under this Agreement. The failure to so submit a written list of damages observed by the Contractor shall result in the presumption that no damages were found. Contractor understands and agrees that the Public Works Director shall inspect all trees and other property intermittently throughout the term of this Agreement and again at the end of the same. The Contractor shall be solely liable for any damages to said trees and other property which are found and not documented and submitted as required by this paragraph. Such damages shall be assessed and determined by the Public Works Director or the City Administrator.

VI. INDEMNITY

CONTRACTOR AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS, ATTORNEYS, ELECTED CITY OFFICIALS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS' FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR ANY AND ALL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE WORK PERFORMED OR REQUIRED TO BE PERFORMED BY THE CONTRACTOR, HIS AGENTS, SERVANTS, EMPLOYEES, AND/OR SUBCONTRACTORS PURSUANT TO THIS AGREEMENT, THE CONDUCT OR MANAGEMENT OF CONTRACTOR'S BUSINESS OR ACTIVITIES, OR FROM ANY ACT OR OMISSION BY CONTRACTOR, HIS AGENTS, SERVANTS, EMPLOYEES, AND/OR SUBCONTRACTORS ON OR ABOUT THE PROPERTY, WHERE SUCH INJURIES, DEATH OR DAMAGES ARE CAUSED BY THE JOINT NEGLIGENCE OF THE CITY, ITS OFFICERS, AGENTS AND ANY OTHER PERSON OR ENTITY AND/OR BY THE JOINT OR SOLE NEGLIGENCE OF CONTRACTOR, HIS OFFICERS, AGENTS, EMPLOYEES, AND/OR SUBCONTRACTORS. IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, BOTH THE CONTRACTOR AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY THE CONTRACTOR TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCES OF (I) THE NEGLIGENCE OF THE CITY, ITS OFFICERS, AGENTS, ATTORNEYS, ELECTED OFFICIALS, AND/OR EMPLOYEES, WHERE THAT NEGLIGENCE IS A CONCURRING CAUSE OF THE RESULTING INJURY, DEATH OR DAMAGE AND/OR (II) CONTRACTOR'S, HIS AGENTS', SERVANTS', EMPLOYEES', AND/OR SUBCONTRACTORS' JOINT AND/OR SOLE NEGLIGENCE. FURTHERMORE, THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL HAVE NO APPLICATION TO ANY CLAIM, LOSS, DAMAGE, CAUSE OF ACTION, SUIT AND LIABILITY WHERE THE INJURY, DEATH, OR DAMAGE RESULTS FROM THE SOLE NEGLIGENCE OF THE CITY, ITS OFFICERS AGENTS AND/OR EMPLOYEES UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR ENTITY.

IN THE EVENT THAT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE CITY BY REASON OF ANY OF THE ABOVE, CONTRACTOR FURTHER AGREES AND COVENANTS TO DEFEND THE ACTION OR PROCEEDING BY LEGAL COUNSEL ACCEPTABLE TO THE CITY.

VII.
INSURANCE

- E. Contractor shall provide workers' compensation coverage for all employees through group coverage or other method satisfactory to the City and at levels in compliance with state law. Contractor shall provide proof of said coverage by a certificate from the workers' compensation coverage provider which includes a statement that the coverage will not be canceled without at least 30-day notice to the City. Contractor shall provide copies of said certificates to the City.
- F. Contractor shall require all subcontractors to provide like workers' compensation coverage to all subcontractors' employees and shall require all subcontractors to provide certificates from their workers' compensation coverage carriers to the Contractor certifying coverage and stating that the coverage will not be cancelled without at least 30-day notice to the City. Contractor shall provide copies of said certificates to the City.
- G. Contractor shall purchase and keep in full force and effect during the entire duration of the work contemplated by this Contract an insurance policy issued by a company or companies licensed and qualified to do business in the State of Texas, with terms and conditions satisfactory to the City, as follows:

Comprehensive General Liability in amount no less than:

Bodily Injury	\$300,000 per occurrence
Property Damage	\$500,000 per occurrence
Auto	\$500,000 per occurrence
Excess Liability/Umbrella Coverage	\$5,000,000

- H. Contractor shall provide the City with a Certificate of Insurance naming the City as additionally insured and reflecting the referenced coverage and stating that the coverage will not be canceled without at least 30-day notice to the City.

VIII.
BONDS REQUIRED

Both the Contractor and the City agree, that when required by law, the Contractor will execute separate performance and payment bonds, each in the sum of one hundred percent (100%) of the total Agreement price, in standard forms for this purpose, guaranteeing faithful performance of the Work required herein as well as payment to all persons supplying labor and materials or furnishing the Contractor any equipment in furtherance of this Agreement. It is expressly agreed that this Agreement shall not be in effect until such performance and payment bonds are furnished and approved by the City. The cost of the premium for the performance and payment bonds shall be included in the Contractor's bid.

In the event no performance bond be required by law, the City of Teague reserves the right to require the Contractor to provide a cashier's check, certified check, (no company checks acceptable), or performance bond for the total amount of one complete maintenance cycle. The cashier's check, certified check, or performance bond shall be made payable to

the City of Teague. If a bond is submitted, it shall be executed by the Contractor and by a corporate surety, the qualifications of which shall be as required below. Such performance bond shall expressly provide that the principal and surety shall be liable to the City for the full amount of such performance bond, thereby agreed upon and admitted as the amount of the damages to be suffered by the City on account of the failure of the Contractor to so comply with the terms of his bid. If the Contractor furnishes a deposit instead of a performance bond, such deposit shall secure the City to the same purpose and effect, as the nature of the security which would have been provided had a performance bond been furnished. The performance bond must be issued by a reliable surety company authorized to do business in the State of Texas. The City of Teague shall let the contractor(s) know prior the awarding of the bid if such bonding is required.

IX.

INSPECTION OF WORK AND FACILITIES

The City shall have the full right to inspect any and all facilities, areas, or equipment owned, leased or otherwise used by or in the care, custody, or control of the Contractor. Such inspections may be related to, but are not limited to, verification of Work or conditions, safety, damages, or operational interests.

X.

LIQUIDATED DAMAGES

Work not performed to the satisfaction of the City must be corrected within forty-eight (48) hours after notification. Rescheduled work not completed within this time frame is subject to liquidation damages of fifty dollars (\$50.00) per day and will be deducted from the submitted invoice. Should the Contractor not complete the work within seven (7) working days, including the rescheduled work, the City shall have the right to have such work completed by any means at its command. The City shall require the Contractor to reimburse the City for the costs of such work incurred over the amount of the contract. Extensions may be granted by the City due to inclement weather or extenuating circumstances only when the request is submitted in writing to the Street Superintendent.

XI.

CONSTRUCTION ON OR ALTERATION OF THE PROPERTY

The Contractor may not erect, place, alter or remove any buildings, covers, signs, slabs, driveways, roads or facilities of any nature on the Property without the prior written consent of the Supervisor, except as necessary for the fulfillment of normal obligations of this Agreement. Such facilities shall become the property of the City of Teague upon termination or expiration of this Agreement.

XII.
TERM

All Work performed pursuant to this Agreement shall be performed on days not including Saturdays, Sundays, or any legal holidays unless the Contractor has obtained prior written approval from the Public Works Director to perform Work on such prohibited days. This is a contract for the period of two (2) years from the date that the contract is signed. Non-mowing season will be the months of November, December, January, and February. The contract may be renewed for an additional two (2) years, in one-year increments, under the same prices quoted upon the City of Teague's approval and the receipt by the City of Teague of written notice from the Contractor of his desire to renew said contract at least thirty (30) days prior to the expiration of the contract. Such renewal will be for the same compensation set forth in the Invitation Bid.

XIII.
TERMINATION

(1) The City, besides all other rights or remedies it may have, shall have the right to terminate this Agreement without cause upon ten (10) days' written notice from the Supervisor or City Administrator to the Contractor of the City's election to do so. Furthermore, the City may immediately and without notice terminate this Agreement if the Contractor breaches this Agreement, which shall include, but not be limited to, the following:

- A. By failing to pay insurance premiums, liens, claims or other charges;
- B. By failing to complete an entire maintenance cycle as and when required in this Agreement;
- C. By failing to pay any payments due the City, State or Federal Government from the Contractor or its principals, including, but not limited to, payments identified in this Agreement any taxes, fees, assessments, or liens;
- D. On the institution of voluntary or involuntary bankruptcy proceeding against the Contractor;
- E. By death of the Contractor, or dissolution of the Contracting firm or business;
- F. By violation of any provision of this Agreement; and/or
- G. By the abandonment or discontinuance of the Contractor's operations for a period of thirty (30) days. Should this occur, the City shall not be responsible for the custodial protection of merchandise, fixtures or equipment abandoned, even though it may be necessary for the City to remove the same for storage or disposal in its sole discretion.

(2) Should the City, in its sole discretion, elect not to terminate this Agreement for failure to complete an entire maintenance cycle, the Contractor, recognizing that time is of the essence in this Agreement, hereby expressly agrees that his first failure to complete an entire mowing cycle will result in the forfeiture of a portion of the check or bond in an amount equal to that which was bid for the maintenance cycle and that his second such failure results in termination of this Agreement, at the election of the City. Both the Contractor and the City hereby agree that the Contractor is entitled to no payment for an incomplete cycle unless the direct and sole proximate cause of the Contractor's failure to complete the cycle is the City's termination of this Agreement without cause. If the City terminates the Agreement without cause, the Contractor shall be entitled to payment for Work satisfactorily performed as of the date of the termination.

XIV.
ENTIRE AGREEMENT

This Agreement along with the Contractor's bid documents and all attachments incorporated herein, shall constitute the entire understanding of the parties hereto with respect to the subject matter hereof, and no amendment, modification, or alteration of the terms shall be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed by all parties hereto. Furthermore, this Agreement shall not bestow any rights upon any third party, but rather, shall bind and benefit the Contractor and the City only. Should any of the provisions contained in any of the contract documents be in conflict or inconsistent with each other, such conflict or inconsistency shall be construed in favor of the City. Furthermore, both parties expressly agree that the City Administrator shall be the sole and final decision-maker should any conflict arise hereunder. In the event of any such conflict or any ambiguity in any of the terms of this Agreement, such conflict or ambiguity shall not be construed for or against any party hereto on the basis that such party did or did not author the same.

XV.
NOTICES

All notices required to be given hereunder shall be given in writing by telecopy, overnight, or facsimile transmission, certified or registered mail or by hand delivery at the respective addresses of the parties set forth herein or at such other address as may be designated in writing by either party. Notice given by mail shall be deemed given three (3) days after the date of mailing thereof to the following addresses:

CITY
City of Teague
105 South 4th Avenue
Teague, TX 75860

CONTRACTOR

XVI.
COMPLIANCE WITH RULES AND REGULATIONS

The Contractor shall comply with all rules, regulations, and laws of the United States of America, the State of Texas, and all laws, regulations and ordinances of the City of Teague as they now exist or may hereafter be enacted or amended. Contractor shall meet all signage and safety requirements mandated by the State of Texas.

XVII.
SALE OF INTEREST

The Contractor may not sell or assign all or part interest in activities that make up the subject of this contract to another party or parties without written approval of the City Administrator of such sale or assignment. The City may require any records or financial statements necessary in its opinion to ensure such sale or assignment will be in the best interest of the City.

XVIII.
WAIVERS

Failure of either party hereto to insist on the strict performance of any of the agreements contained herein or to exercise any rights or remedies accruing thereunder upon default or failure of performance shall not be considered a waiver of the right to insist on and to enforce by an appropriate remedy, strict compliance with any other obligation hereunder to exercise any right or remedy occurring as a result of any future default or failure of performance.

XIX.
CO-PARTNERSHIP DISCLAIMER

It is mutually understood and agreed that nothing in this Agreement is intended or shall be construed as in any way creating or establishing the relationship of partners or co-partners between the parties hereto, or as constituting the Contractor as an agent or representative of the City for any purposes or in any manner whatsoever.

XX.
MODIFICATIONS

Where changes to activities or areas included in this Agreement are made, payments shall be adjusted in a pro rata manner. All modifications must be made in writing. The City shall have the right to require modification in scope of work, which may entail adding or deleting maintenance cycles for the Property.

XXI.
CONTRACTOR PROVISIONS OF LABOR, ETC.

Unless otherwise specifically indicated, the Contractor shall furnish all services, supplies and equipment necessary to perform all activities and covenants of this Agreement.

XXII.
CONDITIONS BEYOND CONTROL

Neither the City nor the Contractor shall be required to perform any term, condition or covenant of this Agreement so long as performance is delayed or prevented by force majeure, which shall mean acts of God, drought, floods, material or labor restrictions by any governmental authority, and any other cause not reasonably within the control of either party in which, by the exercise of due diligence, the City or Contractor is unable to prevent or overcome.

XXIII.
VENUE

This Agreement shall in all respects be interpreted and construed in accordance with and governed by the laws of the State of Texas and the City, regardless of the place of its execution or performance. The place of making and the place of performance for all purposes shall be Teague, Teague County, Texas.

XXIV.
SEVERABILITY

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

XXV.
INVOICES AND PAYMENTS

Upon completion of each service to the Property Contractor shall provide the City of Teague's Public Works Director a signed report of services. Additionally, invoices shall be sent to:

City of Teague
Attention: Accounts Payable
105 South 4th Avenue
Teague, TX 75860

Invoices shall reflect the date of each service performed for that invoicing period. The City shall pay the invoices within thirty (30) days of receipt of an invoice or acceptance of the work, whichever is later. Acceptance by the City will be given only when all services are fully performed to the City's satisfaction.

XXVI.
ANTIDISCRIMINATION

The Contractor, in performing the work covered by this Contract, shall not discriminate against any person seeking employment with or by the Contractor because of sex, gender, race, creed, color, national origin, or any other protected class.

IN WITNESS WHEREOF, the parties hereto have executed this Contract in multiple copies, each of which shall be deemed to be an original, but all of which shall constitute but one and the same Contract on the ____ day of _____ 2022, the date of execution by the Mayor of the City of Teague.

CITY OF TEAGUE

James Monks, Mayor

ATTEST:

Theresa Bell, City Adm/ Secretary

CONTRACTOR:

BY _____
(Signature)

(Printed name)

(Title)

STATE OF TEXAS §

§

COUNTY OF TEAGUE §

Before me, _____, the undersigned notary public, on this day personally appeared _____, in his/her capacity as _____ of _____, on behalf of such company, known to me; proved to me through his/her current driver's license {description of identification card or other document issued by the federal government or any state government that contains the photograph and signature of the acknowledging person to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed that instrument for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____day of _____, 2022.

Notary Public in and for the
State of Texas

My commission expires: _____