



INVITATION TO BID
ANNUAL CONTRACT FOR MOWING/CHEMICAL TREATMENT SERVICES FOR
CORINTH COMMUNITY PARK
BID #1143
CITY OF CORINTH, TEXAS

IMPORTANT DATES:

ITB Issue Date:	Tuesday, August 3, 2021
ITB Publication Dates:	August 3, 2021 & August 10, 2021
Questions Deadline:	Friday, August 13, 2021 @ 10:00 AM CST
Bid Due Date and Time:	Thursday, August 19, 2021 @ 10:00 AM CST
Public Opening Time:	Thursday, August 19, 10:30 AM CST
Anticipated Contract Effective Date:	October 1, 2021

Sealed bids for the materials or services specified will be received by the City of Corinth until the date and time as indicated above.

Bids will be received electronically through Bonfire, the City's e-procurement system at
<https://cityofcorinth.bonfirehub.com>.

Electronic submittals must include all required information and attachments; with required signatures. All response documents must be uploaded and included with your submittal in order to be considered.

Bid Contact:

Cindy Troyer
Purchasing Agent
purchasing@cityofcorinth.com
(940) 498-3286

Additional instructions for preparing a response are provided within. All bids must be submitted on the attached Bid Proposal Forms. **All forms in Appendix B must be completed, signed and returned with the bid.**

Requests for additional information should be made no later than the questions deadline above and shall be directed to https://cityofcorinth.bonfirehub.com. All requests must be made in writing. Oral explanations will not be binding.

Any interpretations, corrections, clarifications, or changes to this Invitation to Bid or specifications will be made by addenda. Addenda will be posted at <https://cityofcorinth.bonfirehub.com>. It is the responsibility of the bidder to monitor the Bonfire website for addenda. Bidders shall acknowledge receipt of all addenda by submitting a signed copy with their bid.

The City of Corinth reserves the right to reject any and all bids and to waive defects in bids. No officer or employee of the City of Corinth shall have a financial interest, direct or indirect, in this or any contract with the City of Corinth. Minority and small business vendors are encouraged to submit a bid on any and all City of Corinth projects.

The City appreciates your time and effort in preparing a response. **Please note that bids must be received by the due date and time shown above.** Bids received later than the date and time above will not be considered. The City does not accept oral, telephone, or faxed bids. **Bids submitted orally, by phone, email or fax will be disqualified and will not be considered in the evaluation process.** Bids will be accepted only if submitted online through Bonfire. The City will not be responsible for, or consider missing, lost, or late submissions.

CITY OF CORINTH BID #1143
ANNUAL CONTRACT FOR MOWING/CHEMICAL TREATMENT SERVICES FOR
CORINTH COMMUNITY PARK

1. INTRODUCTION

The City of Corinth (City) is requesting bids for an annual contract for mowing/chemical treatment services for Corinth Community Park as described in the following bid specifications. The successful bidder shall execute a contract to furnish all equipment, materials, supplies, labor, permits, insurance and licenses as necessary to provide goods/services in accordance with the instructions, specifications, terms and conditions set forth in this bid. It is the intent of the City to select one provider for the aforementioned goods/services. The successful bidder will be considered the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

The successful bidder will be awarded a contract effective from date of award or notice to proceed as determined by the City; and will expire at midnight, December 31, 2022, unless earlier terminated by either party. At the City's option and approval by the Contractor, the contract may be renewed for three additional one (1) year periods, if agreed upon in writing by both parties. Bid prices will remain firm for the entire contract period.

If the City exercises the right to renew the contract, the awarded vendor shall update and submit any legal documents required during the initial solicitation by no later than thirty (30) calendar days prior to the commencement of the option period. These documents, if applicable, may include, but are not limited to, Insurance Certificates and Performance Bonds and must be in force for the full period of the option. If the updated documents are not submitted by the awarded vendor(s) in complete form within the time specified, the City will rescind its option and seek a new bid solicitation.

2. SPECIFICATIONS/SCOPE OF SERVICES

Bidder shall comply with all requirements herein. Exceptions or deviations from the specifications shall be noted on the Submittal Exception Form.

A. Contractor Responsibilities

Contractor shall perform the services in accordance with the performance standards and shall:

1. Maintain proper and verifiable insurance as outlined in the City's insurance requirements
2. Maintain proper and verifiable licenses and certifications
3. Adhere to all Federal, State and Local laws and regulations at all times
4. Perform the services and operate in an environmentally sound way as not to create damage or cause exposure by virtue of negligence or omission

B. General Standards and Procedures

1. It is understood and agreed that the Contractor shall not assign, sublet, or transfer any of the rights and duties under the terms of this agreement without the prior approval of the City. The City shall not pay for travel time.
2. The Contractor shall employ only such superintendents, supervisors, and workers who are careful, competent and fully qualified to perform the duties or tasks assigned to them and shall secure the summary dismissal of any person or persons employed by the Contractor in or about or on the work who shall misconduct him/herself or be otherwise objectionable or neglectful in the proper performance of his or her duties or who neglects or refuses to comply with or carry out the directions of the Contractor.
3. Contractor shall hire capable employees, qualified in mowing and maintenance work. The Contractor shall initially staff with trained and experienced personnel. A fully qualified force shall be on board at the beginning of the Contract performance and shall be maintained throughout the period of this contract. The Contractor shall provide close and continuing first-line supervision of its employees.

CITY OF CORINTH BID #1143
ANNUAL CONTRACT FOR MOWING/CHEMICAL TREATMENT SERVICES FOR
CORINTH COMMUNITY PARK

4. The Contractor and/or the Contractor's employees will assume complete responsibility for any claim of property damage or bodily injury, which may directly or indirectly arise from the employee's performance under the terms of this agreement. The Contractor's employees will hold harmless, release and defend the City from all claims of liability that directly or indirectly arise under the terms of this agreement.
 5. At Contractor's own cost and expense, Contractor shall comply with all laws, ordinances, rules, and regulations of the federal, state and local and OSHA authorities and departments relating to or affecting the work hereunder, and shall secure and obtain any and all permits, licenses, certifications and consents as may be necessary in connection therewith.
 6. The Contractor shall not recover from the City of Corinth the cost for damaged equipment, including broken blades, punctured tires, or any other damaged equipment, as a result of mowing/maintenance assignments regardless of the condition of the property.
 7. Contractor shall provide all equipment, labor and material necessary to perform the required service. No equipment, material or personnel shall be provided by the City to Contractor.
 8. The City's payment terms are net 30 days. The contract pricing will not adjust to inflation of prices during the term of the agreement.
 9. Invoices for service shall contain at least the following information:
 - Service Date
 - Description of Services and Material provided
 - Total Amount
10. The City reserves the right to add locations at the same prices proposed.

C. Scope of Work

<u>Breakdown</u>	<u>Qty.</u>	
Mowing, edging, blowing of non-game fields	36	Services
Application of fertilizer 28-3-10/28-0-0, game fields 85,474.4 Sq. Yd.	3	Applications
Application of Pre-Emergent <i>Dimension/Prodiamine</i> , 85,474.4 Sq. Yd.	1	Application
Application of Pre-Emergent, <i>Specticle</i> 85,474.4 Sq. Yd.	1	Application
Application of Post-Emergent, SpeedZone 85,474.4 Sq. Yd.	2	Applications
Application of Post-Emergent, Celsius/Certainty 85,474.4 Sq. Yd.	2	Applications
Overseed Maya seed, application of game fields 85,474.4 Sq. Yd. City will determine when/if application will be done	As Needed	Application
Hydro Mulch. City will determine when/if hydro Mulch is needed.	As Needed	Application

CITY OF CORINTH BID #1143
ANNUAL CONTRACT FOR MOWING/CHEMICAL TREATMENT SERVICES FOR
CORINTH COMMUNITY PARK

All work during the growing season will be required to be performed weekly at each location as indicated on the attached Exhibits. It will be assumed that the mowing season will be nine months long (excluding the months of December, January, and February). During the early and late mowing seasons, mowing maintenance will be biweekly (every other week) until it is necessary to begin weekly mowing again. The beginning/ending of and frequency of mowing will be determined by the City of Corinth.

All areas are to be mowed at a minimum of 2" and a maximum of 3", edged at all pavement and sidewalk surfaces, weeds trimmed around all shrubs, poles, trees, and all clippings blown/removed from paved surfaces, etc., weekly/ or as needed. **When mowing and edging around game fields, clippings must be kept out of game fields.** All litter removal prior to mowing will be performed by the contractor as well to prevent further scattering caused by the mowers.

Chemical application must be done by a certificated TDA applicator. Contractor is responsible for completing TDA forms and having them on record. Within seven days of application Contractor shall submit completed records to the City as well. When applying chemicals contractor must follow label of amounts and outdoor temperatures of when to apply.

There is 185,178 square yards to be mowed and 85,474 square yards to be treated, as indicated on the attached Exhibits.

Please note: The City estimates 7 mowings for the remainder of 2021. Remaining contract terms are estimated at 36 mowings per year.

D. Exhibits

Exhibit 1: Arial of Corinth Community Park – North Fields - Includes mowing and treatment area.
Exhibit 2: Arial of Corinth Community Park – South Fields - Includes mowing and treatment area

North Fields

Mowing Areas

Type of Work and Area

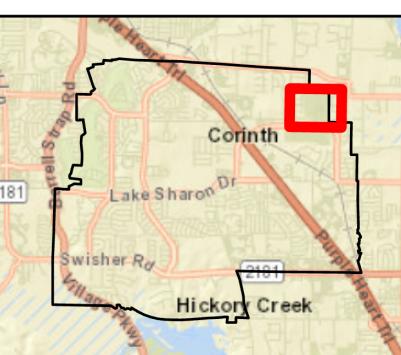
Mow (25.5 ac.)

Treat (11.1 ac.)



0 175 350

1 inch equals 215 feet



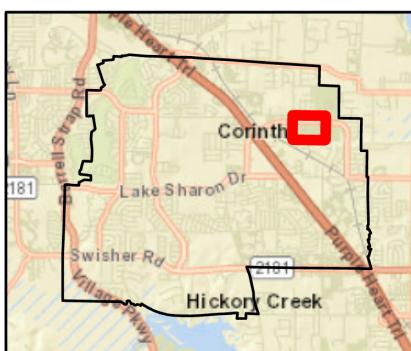
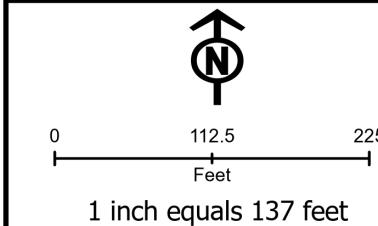
This map is the property of the City of Corinth, and is not to be reproduced by any means, mechanical or digital, without written consent of the City. This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

South Fields

Mowing Areas

Type of Work and Area

- Mow (10.3 ac.)
- Treat and Mow (2.46 ac.)
- Treat (4.1 ac.)
- No Contract (8.2 ac.)



This map is the property of the City of Corinth, and is not to be reproduced by any means, mechanical or digital, without written consent of the City. This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

CITY OF CORINTH BID #1143
ANNUAL CONTRACT FOR MOWING/CHEMICAL TREATMENT SERVICES FOR
CORINTH COMMUNITY PARK



APPENDIX A

GENERAL INFORMATION INSURANCE REQUIREMENTS STANDARD TERMS & CONDITIONS

CITY OF CORINTH BID #1143
ANNUAL CONTRACT FOR MOWING/CHEMICAL TREATMENT SERVICES FOR
CORINTH COMMUNITY PARK

A. GENERAL INFORMATION

1. **Confidentiality:** After sealed bids have been opened, bids are open for public viewing upon request. If the proposal contains trade secrets or confidential information, the Respondent must specifically list that portion as confidential. All other parts of the proposal are open for public viewing upon request. At no time will confidential information, as noted by the Company, be released, unless ordered by a court or the Attorney General.
2. **Bid Preparation Cost:** All costs associated with the preparation of the bid will be borne by the bidder.
3. **Withdrawal of Bid:** Bids may be withdrawn prior to the closing time for bids, as long as the request is submitted in writing by an authorized representative. Thereafter, all bids shall remain open and valid for a period of 90 days.
4. **Authorized Signature:** All bid forms must be signed by persons who have the legal authority to bind the company to enter into an agreement with the City.
5. **Conflicts:** To the extent any portion of this section conflicts with the Standard Terms and Conditions, the provisions of this section shall be controlling.
6. **Insurance**
 - A. It is highly recommended that Respondents confer with their respective insurance carriers or brokers to determine in advance of Proposal submission the availability of insurance certificates and endorsements as prescribed and provided herein. If a Respondent fails to comply strictly with the insurance requirements, that Respondent may be disqualified from award of the contract. Upon contract award, all insurance requirements shall become contractual obligations, which the successful respondent shall have a duty to maintain throughout the course of this contract.
 - B. Respondent may, upon written request to the Purchasing Department, ask for clarification of any insurance requirements at any time; however, Respondents are strongly advised to make such requests prior to proposal opening, since the insurance requirements may not be modified or waived after proposal opening unless a written exception has been submitted with the bid.
 - C. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the proposal to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.
 - D. Contractor shall not commence any work or deliver any material until he or she receives notification that the contract has been accepted, approved, and signed by the City of Corinth.

7. Insurance Requirements

Vendors/Contractors shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be borne by the vendor. A certificate of insurance meeting all requirements and provisions shall be provided to the City prior to any services being performed or rendered. Renewal certificates shall also be supplied upon expiration.

CITY OF CORINTH BID #1143
ANNUAL CONTRACT FOR MOWING/CHEMICAL TREATMENT SERVICES FOR
CORINTH COMMUNITY PARK

A. Minimum Scope of Insurance: Coverage shall be at least as broad as:

1. ISO Form Number GL 00 01 (or similar form) covering Commercial General Liability. "Occurrence" form only, "claims made" forms are unacceptable. Policy must include coverage for:
 - a. Premises/Operations
 - b. Broad Form Contractual Liability
 - c. Products and Completed Operations
 - d. Personal Injury
 - e. Broad Form Property Damage
 - f. Independent Contractors
2. Workers Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance. Worker's Compensation /Employers' Liability insurance is only required if contractor/vendor will use their own employees for the provision of General or Professional services under the contract
3. Automobile Liability as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under the contract.
4. Professional Liability, also known as Errors and Omissions Coverage. Professional Liability is only required for Professional Services contracts.

B. Deductibles and Self-Insured Retentions: Any deductible or self-insured retention in excess of \$10,000 must be declared to and approved by the City.

C. Other Insurance Provisions: The policies are to contain, or be endorsed to contain the following provisions.

1. General Liability and Automobile Liability Coverage:
 - a. The City, its officers, officials, employees, boards and commissions and volunteers are to be added as "Additional Insured's" relative to liability arising out of activities performed by or on behalf of the vendor/contractor, products and completed operations of the vendor, premises owned, occupied or used by the vendor/contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.
 - b. The vendor/contractor insurance coverage shall be primary insurance in respects to the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the vendor's insurance and shall not contribute with it.
 - c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City, its officers, officials, employees, boards, and commissions or volunteers.
 - d. The vendor/contractor insurance shall apply separately to each insured against whom the claim is made or suit is brought, except to the limits of the insured's limit of liability.
2. Workers Compensation and Employer's Liability Coverage: The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the vendor for the City.

CITY OF CORINTH BID #1143
ANNUAL CONTRACT FOR MOWING/CHEMICAL TREATMENT SERVICES FOR
CORINTH COMMUNITY PARK

3. **All Coverage:** Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given the City. In the event the companies providing the required insurance are prohibited by law to provide any such specific endorsements, the vendor/contractor shall provide at least thirty (30) days prior written notice to the City of any cancellation, non-renewal and/or material changes to any of the policies of insurance. Failure to provide notification shall be deemed a default and/or breach of contract.
 4. The City may request different limits of coverage depending on the scope or cost of the project.
- D. **Acceptability of Insurers:** The City prefers that insurance be placed with insurers with an A.M. Best's rating of no less than A-VI, or better.
- E. **Verification of Coverage:** Vendor/Contractor shall provide the City certificates of insurance indicating the coverage required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance similar to the ACORD Form are acceptable. City will not accept Memorandums of Insurance or Binders as proof of insurance. The City reserves the right to require complete, certified copies of all required insurance policies at any time.
- F. **Insurance Waiver Request.** Vendors/contractors requesting a waiver of the minimum limits of insurance identified in section 1.1.B must submit the request in writing. Please note, commercial general liability cannot be waived. Requests to waive other coverage requirements will be considered in the bid evaluation process. The vendor/contractor must also complete, sign, and return the Release Agreement form to the Purchasing Office prior to authorization to perform services for the City.

1.1 GENERAL SERVICES REQUIREMENTS

- A. **Definition:** General Services are defined as services performed on City property, including but not limited to: Installation, Landscape, Maintenance, Custodial, Electrical, Painting, Welding, Plumbing, Transportation, Street Sweeping, Fireworks, Moving, Concessions, etc.
- B. **Minimum Limits of Insurance:**
1. **Commercial General Liability:** \$500,000 per occurrence / \$2,000,000 in the aggregate for third party bodily injury, personal injury and property damage. Policy must include coverage listed in Section 1.A.1.
 5. **Workers Compensation and Employer's Liability:** Workers Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability minimum limits of \$100,000 each accident, \$300,000 Disease - Policy Limit, and \$100,000 Disease – Each Employee. Worker's Compensation /Employers' Liability insurance is only required if contractor/vendor will use their own employees for the provision of services under the contract.
 2. **Automobile Liability:** \$500,000 Combined Single Limit. Limits can only be reduced if approved by the City. Automobile liability shall apply to all owned, hired, and non-owned autos. Automobile Liability is only required if vehicle(s) will be used under the contract.

CITY OF CORINTH BID #1143
ANNUAL CONTRACT FOR MOWING/CHEMICAL TREATMENT SERVICES FOR
CORINTH COMMUNITY PARK

STANDARD TERMS AND CONDITIONS

The terms and conditions set forth in this request for proposal shall be incorporated into and be a part of any proposal submitted to the City of Corinth for the goods and/or services specified. No other terms and conditions shall apply unless approved in writing by the City of Corinth, Texas.

1. **ADDENDA:** Any interpretations, corrections or changes to this Invitation to Bid or specifications will be made by addenda. Sole issuing authority of addenda shall be vest in the City of Corinth Purchasing Agent. Addenda will be posted at <https://cityofcorinth.bonfirehub.com>. It is the responsibility of the Bidder to check the Bonfire website for addenda. Bidders shall acknowledge receipt of all addenda by submitting a signed copy with their bid.
2. **ADVERTISING:** The successful bidder shall not advertise or publish, without the City's prior approval, the fact that the City has entered into a contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the Federal, State, or local government.
3. **ALTERING PROPOSALS:** Proposals cannot be altered or amended after submission deadline. The signer of the proposal, guaranteeing authenticity, must initial any interlineations, alterations or erasures made before opening time.
4. **ASSIGNMENT:** The successful bidder shall not sell, assign, transfer or convey the awarded contract, in whole or in part, without the prior written consent of the City.
5. **AWARD:** The City reserves the right to award by line item, section, or by entire bid; whichever is most advantageous to the City, unless denied by the bidder.
6. **BRAND NAME, CATALOG OR MANUFACTURER'S REFERENCE:** Any reference to brand name, catalog or manufacturer's reference is used to be descriptive, not restrictive, and is indicative of the type and quality the City desires to purchase. Bids on similar items of like quality may be considered if the bid is noted and fully descriptive brochures are enclosed. If notation of substitution is not made, it is assumed the bidder is bidding exact item specified. Successful bidder will not be allowed to make unauthorized substitutions after award.
7. **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 Corinth's Purchasing Agent will make all change orders to the contract in writing as allowed by law.
8. **COMMUNICATION:** The successful bidder shall direct all contact with the City through the Contract Administrator identified in the Contract. The Bidder will not directly respond to, make inquiries of, survey or solicit information from, or otherwise interact with any departments, divisions, employees, or agents of the City unless specifically approved, or requested by the Contract Administrator.
9. **COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION:** Pursuant to Texas Government Code Chapter 2252, Subchapter F, Seller affirms that it is not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to a foreign terrorist organization.
10. **CONFLICT OF INTEREST:** In compliance with Local Government Code §176.006, all vendors shall file a completed Conflict of Interest Questionnaire with the City's Purchasing Office.
11. **CONTRACT ADMINISTRATOR:** Under the contract, the City may appoint a contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. If appointed, the administrator will serve as liaison between the City and the successful contractor.
12. **CONTRACT ENFORCEMENT:**
 - A. The City reserves the right to enforce the performance of any contract that results from an award of this Invitation to Bid. Enforcement shall be in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of the contract. Breach of contract or default authorizes the City to make an award to another bidder, purchase the service elsewhere and to charge the full increase in cost and handling to the defaulting contractor. Additionally, the City will remove the defaulting contractor from the City's list of approved vendors for a period of two years.
 - B. Bidders who submit proposals for this service agree that the City shall not be liable to prosecution for damages in the event that the City declares the successful contractor in default.
 - C. Any notice provided by this Invitation to Bid (or required by law) to be given to the successful Bidder by the City shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail at the City of Corinth, by Registered or Certified mail with sufficient postage affixed thereto, addressed to the successful Bidder at the address provided in the bid proposal; this shall not prevent the giving of actual notice in any other manner.
 - D. The successful Bidder and the City agree that both parties have all rights, duties and remedies available as stated in the Uniform Commercial Code (UCC). In case of a conflict between the terms of this Bid and the UCC, the Bid will control.

CITY OF CORINTH BID #1143
ANNUAL CONTRACT FOR MOWING/CHEMICAL TREATMENT SERVICES FOR
CORINTH COMMUNITY PARK

- 13. DELIVERY:**
- A. Delivery date is important to the City and may be required to be a part of each bid. The City considers delivery time to be that period elapsing from the time the individual order is placed until that order is received by the City at the specified delivery location. The delivery date indicates a guaranteed delivery to the City of Corinth. Failure of the bidder to meet guaranteed delivery dates or service performance could affect future City orders.
 - B. The City may reject and refuse any delivery, which falls below the quality designated in the specifications. The cost of return and/or replacement will be at the Bidder's expense.
 - C. The City reserves the right to demand bond or penalty to guarantee delivery by the date indicated. If order is given and the Bidder fails to furnish the materials by the guaranteed date, the City reserves the right to cancel the order without liability on its part. Pricing shall include all charges for freight, F.O.B. inside to specified delivery location.
 - D. Whenever the Contractor encounters any difficulty which is delaying or threatens to delay timely performance (including actual or potential labor disputes), the Contractor shall immediately give notice thereof in writing to the Purchasing Agent, stating all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery or performance schedule or be construed as a waiver by the City of any rights or remedies to which it is entitled by law or pursuant to provisions herein. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery or performance schedule because of such delivery.
- 14. 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 except in accordance with City Policy.
- 15. EXCEPTIONS/SUBSTITUTIONS:** All proposals meeting the intent of this Bid will be considered for award. Bidders taking exception to the instructions, specifications, terms and conditions or offering substitutions, shall state these exceptions in the section provided or by attachment as part of their bid. The absence of such a list shall indicate that the Bidder has not taken exceptions and shall hold the Bidder responsible to perform in strict accordance with the instructions, specifications, terms and conditions of the invitation. The City of Corinth reserves the right to accept any and all or none of the exception(s)/substitution(s) deemed to be in the best interest of the City.
- 16. FELONY CRIMINAL CONVICTIONS:** The Bidder represents and warrants that neither the Bidder nor the Bidder's employees have been convicted of a felony criminal offense, or under investigation of such charge, or that, if such a conviction has occurred, the Bidder has fully advised the City as to the facts and circumstances surrounding the conviction.
- 17. FORCE MAJEURE:** *Force majeure* is defined as an act of God, war, strike, fire or explosion. Neither the successful Bidder nor the City is liable for delays or failures of performance due to *force majeure*. Each party must inform the other in writing with proof of receipt within three (3) business days of the occurrence of an event of *force majeure*.
- 18. INDEMNITY AGREEMENT:** The Contractor hereby agrees to and shall indemnify, hold harmless, and defend the City, its officers, agents and employees from and against any and all claims, losses, damages, demands, 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, for loss of use or revenue, or for damage to any property arising out of or in connection with the actual or alleged malfunction, design or workmanship in the manufacture of equipment, the fulfillment of this Contract, or the breach of any express or implied warranties under this Contract. Such indemnity shall apply where the claims, losses, damages, causes of action, suits or liability arise in part from (i) the negligence of the Contractor, and/or their respective officers, agents and/or employees or (ii) the negligence of the Contractor, its officers, agents and employees. It is the expressed intention of the parties hereto, both Contractor and the City, that the indemnity provided for in this paragraph is indemnity by Contractor to indemnify and protect the City from the consequence of (I) the Contractor's own negligence where that negligence is the cause of the injury, death, or damage. Furthermore, the indemnity provided for in this paragraph shall have no application to any claim, loss, damage, cause of action, suit and liability where in injury, death or damage results from the negligence of the City. In the event any action or proceeding is brought against the City by reason of any of the above, the Contractor agrees and covenants to defend the action or proceeding by counsel acceptable to the City. The indemnity provided for herein shall survive the termination or expiration of this Contract.
- 19. INVOICES:** Each invoice shall be fully documented as to the Contractor's/vendor's name and address, receiving department's name and address, labor, materials and equipment provided, if applicable, and must reference the City of Corinth purchase order number in order to be processed. No payments shall be made on invoices not listing a purchase order number. Invoices shall be mailed directly to the City of Corinth, Attention: Accounts Payable, 3300 Corinth Pkwy., Corinth, Texas, 76208.
- 20. LATE SUBMITTALS:** The City will reject late proposals. The City is not responsible for lateness or non-delivery of mail, carrier, etc. and the date/time stamp in the Purchasing Office shall be the official time of receipt. The Bidder is responsible for ensuring that packets are delivered to the Purchasing Office. Bidders may confirm receipt of packets by contacting Cindy Troyer, Purchasing Agent at 940-498-3286.
- 21. MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE RESPONDENT:** A prospective respondent must affirmatively demonstrate respondent's financial responsibility. A prospective respondent must meet the following requirements:
- A. Have adequate financial resources or the ability to obtain such resources.
 - B. Be able to comply with the instructions, specifications, terms and conditions.
 - C. Have a satisfactory record of performance.
 - D. Have a satisfactory record of integrity and ethics.
 - E. Not be on the State of Texas debarred vendor list or on the Federal Excluded Parties List.

CITY OF CORINTH BID #1143
ANNUAL CONTRACT FOR MOWING/CHEMICAL TREATMENT SERVICES FOR
CORINTH COMMUNITY PARK

- 22. NO BOYCOTT OF ISRAEL:** Pursuant to Texas Government Code Chapter 2270, the successful Bidder agrees that acceptance of these Terms & Conditions serves as written verification that Contractor: (i) either meets an exemption criteria under Section 2270.002; or it does (1) does not boycott Israel, as defined by Texas Government Code Section 808.001; and (2) will not boycott Israel during the term of the contract. This requirement does not apply to sole proprietorships, companies with fewer than ten employees; or contracts that are less than \$100,000.00.
- 23. NON-APPROPRIATION CLAUSE:** If the governing body of the City fails to specifically appropriate sufficient funds to make the payments due in any Fiscal Year under this Contract, an event of non-appropriation ("Event of Non-appropriation") will have occurred, the terms of this Contract will not be renewed, and Contractor or City may terminate this Contract at the end of the then current Fiscal Year, whereupon City will be obligated to pay those amounts then due subject to the provisions herein. Nothing in this Section or elsewhere in this Contract will be deemed in any way to obligate the City or create a debt of City beyond its current Fiscal Year. **CONTRACTOR HAS NO RIGHT TO COMPEL CITY TO LEVY OR COLLECT TAXES TO MAKE ANY PAYMENTS REQUIRED HEREUNDER, OR TO EXPEND FUNDS BEYOND THE AMOUNT PROVIDED FOR IN THE THEN CURRENT FISCAL YEAR OF CITY.**
- 24. PATENTS/COPYRIGHTS:** The successful Bidder agrees to protect the City from claims involving infringements of patents and/or copyrights.
- 25. PAYMENT:** Will be made upon receipt and acceptance by the City for item(s) and/or service(s) ordered and delivered after receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Chapter 2251, Government Code.
- 26. PRICES HELD FIRM:**
- A. All prices quoted in the proposals will remain firm for a minimum of 90 days from the date of the proposal unless it is otherwise specified by the City of Corinth.
 - B. If during the life of the contract, the successful Bidder's net prices to other customers for the items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to the City.
- 27. PURCHASE ORDER:** The City shall generate a purchase order(s) to the successful Bidder. The purchase order number must appear on all itemized invoices.
- 28. QUANTITIES:** Quantities indicated on the Bid Proposal Forms are estimates based upon the best available information. The City reserves the right to increase or decrease quantities to meet its actual needs without any adjustments in bid price. Individual purchase orders will be issued on an as-needed basis.
- 29. REFERENCES:** The City requests each Bidder to supply, with its bid, a list of at least three (3) references where their firm supplied like services within the last three to five years. It is preferred that the list identify municipalities that are customers of Bidder. For each reference, include the name of firm, address, contact employee of firm, with telephone number and e-mail address, what services are provided to this reference, and how long your firm has provided this service to the reference entity.
- 30. RELEASE OF INFORMATION AND PUBLIC INSPECTION:** After sealed bids have been opened, bids are open for public viewing upon request. If the proposal contains trade secrets or confidential information, the Respondent must specifically list that portion as confidential. All other parts of the proposal are open for public viewing upon request. At no time will confidential information, as noted by the Company, be released, unless ordered by a court or the Attorney General.
- For processes other than low bid or best value bid, only the names of respondents will be read aloud at the bid opening.
- 31. REQUIRED DOCUMENTATION:** In response to this invitation to bid, all documentation required by this bid must be provided.
- 32. SALES TAX:** The City is exempt by law from payment of Texas Sales Tax and Federal Excise Tax. Our taxpayer identification number is 75-1453222.
- 33. SEVERABILITY:** If any section, subsection, paragraph, sentence, clause, phrase or word of these instructions, specifications, terms and conditions, shall be held invalid, such holding shall not affect the remaining portions of these instructions, specifications, terms and conditions and it is hereby declared that such remaining portions would have been included in these instructions, specifications, terms and conditions as though the invalid portion had been omitted.
- 34. SILENCE OF SPECIFICATIONS:** The apparent silence of 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 commercial practices are to prevail. All interpretations of the specifications shall be made based on this statement.
- 35. SUBCONTRACTORS:** The Contractor shall be the sole source of contact for the Contract. The City will not subcontract any work under the contract to any other firm and will not deal with any subcontractors. The Contractor is totally responsible for all actions and work performed by its subcontractors. All terms, conditions and requirements of the Contract shall apply without qualification to any services performed or goods provided by any subcontractor.
- 36. TAX/DEBT ARREARAGE:** The City shall pay no money upon any claim, debt, demand, or account whatsoever, to any person, firm or corporation, who is in arrears to the City for taxes or otherwise; and, the City shall be entitled to a counter-claim and offset against any such debt, claim, demand, or account, in the amount of taxes or other debt in arrears, and no assignment or transfer of such debts are due, shall affect the right, authority, and power of the City to offset the taxes or other debts against the same.

CITY OF CORINTH BID #1143
ANNUAL CONTRACT FOR MOWING/CHEMICAL TREATMENT SERVICES FOR
CORINTH COMMUNITY PARK

- 37. TERMINATION FOR DEFAULT:** The City reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of the contract. The City reserves the right to terminate the contract in the manner set forth in the attached Contract.
- As soon as practicable after receipt of notice of termination, the Company shall submit a statement showing in detail the pro-rated payment, in a form satisfactory to the City, that reflects the appropriate charges. The City shall then pay the charges as required by law.
- 38. TERMINATION OF CONTRACT:** The contract shall remain in effect until contract expires, delivery and acceptance of products and/or performance of services ordered or terminated by either party with a ten (10) day written notice prior to any cancellation. The successful Bidder must state therein the reasons for such cancellation. The City may, by written notice to the selected company, cancel this contract immediately without liability to the selected company if it is determined by the City that gratuities or bribes in the form of entertainment, gifts, or otherwise contrary to City Policy, were offered or given by the successful proposing party, or its agent or representative to any City officer, employee or elected representative with respect to the performance of the contract.
- 39. TRAVEL AND DIRECT CHARGES:** The City shall not compensate the Bidder for any travel costs incurred in delivery of services under the contract.
- 40. VENUE:** Bidder shall comply with all Federal and State laws and City Ordinances and Codes applicable to the Bidder's operation under this contract. The resulting specifications and the contract herefrom shall be fully governed by the laws of the State of Texas, and shall be fully performable in Denton County, Texas, where venue for any proceeding arising hereunder will lie.
- 41. WITHDRAWAL OF PROPOSAL:** A proposal may be withdrawn any time prior to the official opening, as long as the request is received in writing from an authorized representative.

CITY OF CORINTH BID #1143
ANNUAL CONTRACT FOR MOWING/CHEMICAL TREATMENT SERVICES FOR
CORINTH COMMUNITY PARK



APPENDIX B

SUBMITTAL FORMS

CITY OF CORINTH BID #1143
ANNUAL CONTRACT FOR MOWING/CHEMICAL TREATMENT SERVICES FOR
CORINTH COMMUNITY PARK

SUBMITTAL EXCEPTION FORM

THIS PAGE MUST BE SIGNED AND INCLUDED WITH YOUR BID

Any exceptions to the ITB (including the Instructions, Specifications/Scope of Services, Standard Terms and Conditions, and Insurance Requirements) must be listed below. Additional pages may be attached. If there are no exceptions, please sign where indicated at the bottom of this page.

There are no further exceptions to the Instructions, Specifications, and Standard Terms and Conditions. I understand that the City may not accept additional exceptions after final submission of this bid.

Signature

Company

Date

No exceptions are taken to this solicitation.

Signature

Company

Date

CITY OF CORINTH BID #1143
 ANNUAL CONTRACT FOR MOWING/CHEMICAL TREATMENT SERVICES FOR
 CORINTH COMMUNITY PARK

BID PROPOSAL FORM

Quantities indicated below are estimates based on the best available information. The City reserves the right to increase or decrease quantities to meet its needs without adjustment in prices proposed. Variations from the aforementioned Specifications may be acceptable provided such differences are noted on the attached "Submittal Exception Form" and are deemed to be advantageous to the City.

In case of calculation error, unit pricing shall prevail.

Please note: The City estimates 7 mowings for the remainder of 2021. Remaining contract terms are estimated at 36 mowings per year.

ITEM NO.	EST. QTY.	DESCRIPTION	SINGLE MAINTENANCE COST	EXTENDED AMT.
1	36	Corinth Community Park, mowing edging, blowing 185,178 Sq yd \$_____ per square yard	\$	\$
2	3	Application of Fertilizer, <i>28-3-10/28-0-0</i> , 85,474.4 Sq yd \$_____ per square yard	\$	\$
3	1	Application of Pre-Emergent, <i>Dimension/Prodiamine</i> , 85,474.4 Sq yd \$_____ per square yard	\$	\$
4	1	Application of Pre-Emergent, <i>Specicle</i> , 85,474.4 Sq yd \$_____ per square yard	\$	\$
5	2	Application of Post-Emergent, SpeedZone, 85,474.4 Sq yd \$_____ per square yard	\$	\$
6	2	Application of Post-Emergent, Celsius/Certainty, 85,474.4 Sq yd \$_____ per square yard	\$	\$
7	1	Overseed, Maya seed, 85,474.4 Sq yd As needed (determined by City) \$_____ per square yard	\$	\$
8	1	Hydro Mulch, As needed (determined by City) \$_____ per square yard	\$	\$
			TOTAL BID	\$

CITY OF CORINTH BID #1143
ANNUAL CONTRACT FOR MOWING/CHEMICAL TREATMENT SERVICES FOR
CORINTH COMMUNITY PARK

FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY

Disadvantaged Business Enterprises (DBE) are encouraged to participate in the City of Corinth's bid process. The Purchasing Department will provide additional clarification of specifications, assistance with Bid Proposal Forms, and further explanation of bidding procedures to those DBEs who request it.

Representatives from DBE companies should identify themselves as such and submit a copy of the Certification.

The City recognizes the certifications of the State of Texas Procurement and Support Services HUB Program (TPASS). All companies seeking information concerning DBE certification are urged to contact:

State of Texas HUB Program
Texas Procurement and Support Services
1711 San Jacinto
Austin, TX 78701
(512) 463-5872

If your company is already certified, attach a copy of your certification to this form and return with bid.

COMPANY NAME: _____

REPRESENTATIVE: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE NO. _____ FAX NO. _____

Indicate all that apply:

- Minority-Owned Business Enterprise
 Women-Owned Business Enterprise
 Disadvantaged Business Enterprise

CITY OF CORINTH BID #1143
ANNUAL CONTRACT FOR MOWING/CHEMICAL TREATMENT SERVICES FOR
CORINTH COMMUNITY PARK

COOPERATIVE PURCHASING

The City of Corinth encourages Cooperative Purchasing efforts among the governmental entities; therefore it would be in the Bidder's best interest to help the City of Corinth facilitate this cooperative effort.

Should other Governmental Entities decide to participate in this Contract, would you agree that all terms, conditions, specifications, and pricing would apply?

Yes No

If you, the Bidder, checked yes, the following will apply:

Governmental Entities utilizing Inter-Governmental Contracts with the **City of Corinth** will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by Governmental Entities other than the **City of Corinth** will be billed directly to that Governmental Entity and paid by that Governmental Entity. The **City of Corinth** will not be responsible for another Governmental Entity's debts. Each Governmental Entity will prepare, execute, and administer its own contract for the goods or services with the vendor at the prices bid and accepted by the **City of Corinth**. Each Governmental Entity will order its own material/services as needed and is responsible for ensuring full compliance with provisions relating to the quality of items and terms of delivery, warranty enforcement, and any other terms or conditions of it agreement with the vendor.

CITY OF CORINTH BID #1143
ANNUAL CONTRACT FOR MOWING/CHEMICAL TREATMENT SERVICES FOR
CORINTH COMMUNITY PARK

VENDOR REFERENCES

Please list three (3) Government references, **other than the City of Corinth**, who can verify the quality of service your company provides. The City prefers references from customers/governmental entities of a similar size and with a scope of work consistent with this bid.

REFERENCE ONE

GOVERNMENT/COMPANY NAME: _____

LOCATION: _____

CONTACT PERSON AND TITLE: _____

TELEPHONE NUMBER: _____

SCOPE OF WORK: _____

CONTRACT PERIOD: _____

REFERENCE TWO

GOVERNMENT/COMPANY NAME: _____

LOCATION: _____

CONTACT PERSON AND TITLE: _____

TELEPHONE NUMBER: _____

SCOPE OF WORK: _____

CONTRACT PERIOD: _____

REFERENCE THREE

GOVERNMENT/COMPANY NAME: _____

LOCATION: _____

CONTACT PERSON AND TITLE: _____

TELEPHONE NUMBER: _____

SCOPE OF WORK: _____

CONTRACT PERIOD: _____

CITY OF CORINTH BID #1143
ANNUAL CONTRACT FOR MOWING/CHEMICAL TREATMENT SERVICES FOR
CORINTH COMMUNITY PARK

COPY OF SIGNED FORM MUST BE INCLUDED WITH YOUR PROPOSAL

Certificate of Interested Parties

In 2015, the Texas Legislature adopted House Bill 1295, which added Section 2252.908 of the Government Code.

Effective January 1, 2016 all contracts presented to City Council will require awarded vendors to electronically file Form 1295 "Certificate of Interested Parties" and submit a certificate of filing to the City, before the contract can be awarded. "Contract" includes contract amendments, extensions, or renewals; as well as purchase orders. The form will be included in every Bid, RFP, SOQ, and RFQ issued by the City and will be required to be completed as part of the solicitation requirements.

Bidders/vendors must file the form electronically at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm and submit a signed copy of the form to the City with their bid.

Bidders/vendors will need to create an account on the Texas Ethics Commission website. For assistance on how to register and how to complete Form 1295, you may view the short "Logging In the First Time – Business User" and "How To Create a Certificate" videos that are posted on the website noted above. In addition, there are several other links on the website posted above that may be helpful in understanding and completing Form 1295.

The City is required to notify the Texas Ethics Commission, in an electronic format prescribed by the commission, of receipt of those documents not later than the 30th day after the date the contract for which the form was filed binds all parties to the contract.

Bidders must also complete the Conflict of Interest Questionnaire (Form CIQ) included in this solicitation.

CITY OF CORINTH BID #1143
ANNUAL CONTRACT FOR MOWING/CHEMICAL TREATMENT SERVICES FOR
CORINTH COMMUNITY PARK

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

- 1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

- 2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

- 3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

- 5** Check only if there is NO Interested Party.

1

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____

My address _____, _____, _____, _____, _____, _____

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CITY OF CORINTH BID #1143
ANNUAL CONTRACT FOR MOWING/CHEMICAL TREATMENT SERVICES FOR
CORINTH COMMUNITY PARK

CERTIFICATION FORM

In submitting this bid, the bidder agrees and certifies to the following conditions:

3. The undersigned agrees that after the official opening this Bid becomes the property of the City of Corinth.
4. The undersigned affirms he has familiarized himself with the local conditions under which the work is to be performed; satisfied himself of the conditions of delivery, handling and storage of equipment and all other matters that may be incidental to the work, before submitting a bid.
5. The undersigned agrees, if this bid is accepted, to furnish any and all items/services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the Specifications. The period for acceptance of this Bid will be 90 calendar days unless a different period is noted by the bidder.
6. The undersigned affirms that they are duly authorized to execute this contract, that this bid has not been prepared in collusion with any other Bidder, nor any employee of the City of Corinth, and that the contents of this bid have not been communicated to any other bidder or to any employee of the City of Corinth prior to the official opening of this bid.
7. The respondent certifies that no employee, representative, or agent of the firm offered or gave gratuities in any form (i.e. gifts, entertainment, etc.) to any council Member, official, or employee of the city of Corinth in order to secure favorable treatment or consideration in awarding, negotiating, amending or concluding a final agreement for this bid. The bidder agrees that and warrants that no employee, official, or member of the City Council is, or will be, peculiarly benefited, directly or indirectly, in this bid or any ensuing contract that may follow.
8. The bidder hereby certifies that he/she is not included on the U.S. Comptroller General's Consolidated List of Persons or Firms currently debarred for violations of various contracts incorporating labor standards/provisions.
9. Respondent verifies that it does not Boycott Israel, and agrees that during the term of this Agreement (Contract as applicable) will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.
10. Respondent affirms, pursuant to Texas Government Code Chapter 2252, Subchapter F, that is it not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to a foreign terrorist organization.
11. Respondent/Vendor hereby assigns to purchaser any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 *et seq.*, and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, *et seq.*
12. The undersigned affirms that he/she has read and understands the specifications, terms and conditions, all exhibits and attachments contained in this proposal package.
13. The undersigned understands they are responsible for monitoring the Bonfire website at <https://cityofcorinth.bonfirehub.com/> to ensure they have downloaded and signed all addenda required for submission with their response.
14. The Contract is not valid until approved by Council, if applicable. When an award letter is issued, it becomes a part of this Contract.

If an addendum to this proposal is issued, acknowledge addendum by initialing beside the addendum number:

Add. No. 1 _____ Add. No. 2 _____ Add. No. 3 _____ Add. No. 4 _____ Add. No. 5 _____

Company Name:_____

Principal Place of Business Address, City, State, Zip:_____

Principal Place of Business Phone Number:_____ Fax Number:_____

AUTHORIZED REPRESENTATIVE:

Signature

Date

Printed Name

Title

Email Address

Phone

SERVICE CONTRACT
MOWING/CHEMICAL TREATMENT SERVICES

This Contract, is made and entered into this ____ day of _____, 2021 by and between _____, a corporation/partnership organized under the laws of the State of Texas, (hereinafter called the "Contractor") and the City of Corinth, Texas, a municipal corporation, organized and existing under laws of State of Texas, acting through its City Manager or other duly authorized designee, (hereinafter called the "City").

For and in consideration of the covenants, performances, payments and agreements contained herein, and for the mutual benefits to be obtained hereby, the parties agree as follows:

1. TERM

This Contract shall commence beginning on the 1st day of October, 2021, and shall expire at midnight, December 31, 2022, unless earlier terminated by either party in accordance with the terms of this Contract. This Contract may be renewed for three (3) additional one-year periods, if agreed upon in writing by both parties.

2. SCOPE OF SERVICES

The Contractor agrees to provide all equipment, materials, supplies, labor, permits, insurance and licenses as necessary to perform mowing/chemical treatment services in accordance with the provisions of this Contract and Attachments referenced below, which are incorporated for reference.

This Contract is composed of the following Contract Documents:

- a) This Contract
- b) The City's Invitation to Bid #1143, including all documents incorporated by reference – Attachment A
- c) Contractor's Proposal – Attachment B

Any conflict in the foregoing documents shall be resolved by giving precedence first to this written Contract, and then to the Contract Documents in the sequential order listed above.

3. PAYMENT

Invoices shall be mailed or emailed directly to:

City of Corinth
Accounts Payable
3300 Corinth Parkway
Corinth, Texas 76208
accountspayable@cityofcorinth.com

The City shall pay invoices for services properly performed within 30 days of receipt; provided however, that in the event the City requests any supporting documentation for charges, payment shall be made within 30 days of receipt of the documentation. The City's payment obligations are payable only and solely from funds available for the purposes of this Contract.

4. CHANGES

The City may, from time to time, require changes in the scope of services of the Contractor to be performed hereunder. Such changes, which are mutually agreed upon by and between the City and the Contractor, become effective when incorporated in a written amendment to this Contract executed by both parties.

5. TERMINATION OF CONTRACT

The City may terminate this Contract for any reason upon 10 days' notice to Contractor. Upon termination, the Contractor shall be entitled to payment of such amount as shall compensate Contractor for the services satisfactorily performed from the time of the last payment date to the termination date in accordance with this Contract, provided the Contractor shall have delivered to the City such statements, accounts, reports and other materials as required herein, and provided that Contractor shall have delivered to the City all reports, documents and other materials prepared by Contractor prior to termination. The City shall not be required to reimburse Contractor for any services performed or expenses incurred after the date of the termination notice.

6. COMPLETENESS OF CONTRACT

This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Contract or any part thereof shall have any validity or bind any of the parties hereto.

7. INDEMNITY AND INSURANCE

- a) The Contractor hereby agrees to and shall indemnify, hold harmless, and defend the City, its officers, agents and employees from and against any and all claims, losses, damages, demands, 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, for loss of use or revenue, or for damage to any property arising out of or in connection with the actual or alleged malfunction, design or workmanship in the manufacture of equipment, the fulfillment of this Contract, or the breach of any express or implied warranties under this Contract. Such indemnity shall apply where the claims, losses, damages, causes of action, suits or liability arise in part from (i) the negligence of the Contractor, and/or their respective officers, agents and/or employees or (ii) the negligence of the Contractor, its officers, agents and employees. It is the expressed intention of the parties hereto, both Contractor and the City, that the indemnity provided for in this paragraph is indemnity by Contractor to indemnify and protect the City from the consequence of (I) the Contractor's own negligence where that negligence is the cause of the injury, death, or damage. Furthermore, the indemnity provided for in this paragraph shall have no application to any claim, loss, damage, cause of action, suit and liability where in injury, death or damage results from the negligence of the City. In the event any action or proceeding is brought against the City by reason of any of the above, the Contractor agrees and covenants to defend the action or proceeding by counsel acceptable to the City. The indemnity provided for herein shall survive the termination or expiration of this Contract.
- b) Contractor shall maintain and shall be caused to be in force at all times during the term of this Contract the insurance coverages required by the City's Invitation to Bid #1129.

- c) This Contract is not intended to extend the liability of the parties beyond that provided by law. The City does not waive, limit, or surrender any immunity or defense available to the City.

8. ASSIGNMENT

The parties hereby agree that Contractor may not assign, convey or transfer its interest, rights and duties in this Agreement without the prior written consent of the City.

9. NOTICES

Any notices required by this Contract shall be sufficient if sent by the parties in the United States mail, postage paid, return receipt requested or via overnight delivery service, to the address noted below and shall be effective upon receipt:

Bob Hart	Contact Name
City Manager	Title
City of Corinth	Company Name
3300 Corinth Parkway	Address
Corinth, TX 76208	City, State, Zip

Either party may change its address by giving written notice to become effective upon five days' notice.

10. MISCELLANEOUS

- (a) This Contract shall be governed by the laws of the State of Texas and any action relating to this Contract shall be filed in district court in Denton County, Texas.
- (b) Contractor is an independent contractor and not an employee of the City.
- (c) In rendering services under this Contract, Contractor shall comply with all applicable federal, state and local laws, rules and regulations, including those pertaining to equal employment opportunity and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion or sexual orientation.
- (d) This Contract may be amended or supplemented only by the mutual written consent of the parties' authorized representatives.
- (e) No provision of this Contract may be waived unless in writing, and signed by both of the parties hereto. Waiver of a breach of any provision of this Contract shall not operate or be construed as a waiver of any subsequent breach of such provision nor shall a waiver of any one provision of this Contract be deemed to be a waiver of any other provision.
- (g) The Section headings in this Contract are inserted only as a matter of convenience, and in no way define, limit, or extend or interpret the scope of this Contract or of any particular Section.
- (h) Nothing in this Contract shall be construed to create any right in any third party not a signatory to this Contract, and the parties do not intend to create any third party beneficiaries by entering into this Contract.
- (i) The language of all parts of this Contract shall be construed as a whole according to its fair meaning, and the presumption or principle that the language herein is to be construed against either party shall not apply.

IN WITNESS WHEREOF, the City and the Contractor have executed this Contract as of the date first written above.

CITY OF CORINTH

Bob Hart, City Manager

ATTEST:

Lana Wylie, City Secretary

CONTRACTOR NAME

Owner

ATTEST:

By:

Title: _____

Attachment A - Scope of Services

Attachment B - City's RFP/ITB

Attachment C - Contractor's Proposal