



February 9, 2021

Family Tree Lawn
Attn: David Browning
PO Box 830
Buda, TX 78610

RE: 020821A – City Lawn & Maintenance / 020821B – 2770 Maintenance

Dear Mr. Browning,

Please allow this letter to serve as your official notification that you have been selected to fulfill bids as follows;

- 020821A – City Lawn & Maintenance
- 020821B – 2770 Maintenance

Your bid submission is confirmation that you will perform the services in full for the price specified in the bid, each cycle to be paid upon completion. The work at the provided rates should begin after March 1, 2021. Work should only be performed as needed up to the documented number of cycles. The accepted bid amounts and specifications are found in Exhibits A and B.

PO# 020821
Term of Contract: 3 years
Expiration: March 1, 2024 (two option 1 yr extensions)

Please contact the City of Mountain City with any additional questions or concerns.

Regards,

Tiffany Curnutt
City Administrator
Tiffany.mountaincity@gmail.com
512.757.3682



AGREEMENT

This agreement (the "Agreement") is entered into by and between the City of Mountain City, Texas, a municipal corporation of Hays County, Texas (hereinafter call the "City", and Family Lawn Services, Inc (hereinafter called the "Contractor") The City and Family Lawn Services, Inc may each be referred to individually as "party", and may collectively be referred to as "parties".

WHEREAS, the Contractor submitted a proposal and bid based on the Request for Proposal issued by the City; and

WHEREAS, the City has negotiated in good faith with the Contractor for the services provided herein; and

WHEREAS, the City Council finds and determines that the proposal and offer made by the Contractor meets the requirements of the request for proposal and awards this Contract pursuant to Section 252.043 of the Texas Local Government Code; now therefore,

In consideration of the mutual covenants set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows;

PART I – SPECIAL PROVISIONS

1. ELEMENTS OF THE AGREEMENT; ORDER OF PRECEDENCE.

- a. The Agreement consists of this document bearing the signatures of both parties (the "Executed document"), and the exhibits listed below, each of which is attached hereto and incorporated herein by reference:
 - i. Contractor's Bid 020821A submitted to The City and accepted on February 8, 2021, attached hereto as Exhibit A and incorporated herein by reference;
 - ii. Contractor's Bid 020821B submitted to The City and accepted on February 8, 2021, attached hereto as Exhibit B and incorporated herein by reference;

2. SCOPE OF SERVICES AND WORK.

Contractor shall perform the work under this Agreement as an independent contractor and not as an employee of the city. Contractor will provide, install and maintain the Goods and Services as required in this Agreement. The scope of services under this Agreement shall consist of all defined duties found in Exhibit A and Exhibit B.

3. PROBATIONARY PERIOD.

Contractor agrees to enter into the Agreement with the City beginning with a probationary period not to exceed six months. At the end of the probationary period, the City will review performance and evaluate the continuance of services to determine whether to continue services or terminate services.



4. TERM OF AGREEMENT.

The term of the Agreement is a period of three (3) years commencing on the Effective Date, March 1, 2021. The end date for this Agreement is March 1, 2024 with two optional 1 year extensions.

5. IMPLIED SERVICES.

If any services, functions, or responsibilities are not specifically described in this Agreement are required for the proper performance and provision of the Services, they will be deemed to be implied by and included within the scope of the Services to the same extent and in the same manner as if specifically described in this Agreement. Except as otherwise expressly provided in the Agreement, Contractor will be responsible for providing the facilities, personnel and other resources as necessary to provide Services.

PART II – GENERAL PROVISIONS

1. OPERATIONS.

- a) Contractor employees shall be fully clothed in a professional manner. Such employees shall not play radios, tapes, etc. that are disturbing to residents and shall use only approved restroom facilities. Such employees shall not consume alcoholic beverages or engage in illegal drug use before or during the business day either on or off the property.
- b) Contractor employees shall respect and abide by all posted speed limits and traffic signals.
- c) Contractor will perform the work in a workmanlike manner and will take proper care and precautions to insure the safety of Contractor’s officers and employees.

2. PERMITS/LICENSES.

- a) Contractor shall obtain and provide all necessary approvals, permits, licenses, material, Equipment (defined below) and labor to properly perform the services described in the Agreement and this schedule. All approvals, permits and licenses shall be maintained in full force and effect while this Agreement remains in effect.

3. NOTICES.

- a) Any notice required or permitted to be given under this Agreement by one party to the other will be in writing and will be given and deemed to have been given immediately if delivered in person to the address set forth in this section for the party whom the notice is given, or on the third day following mailing if placed in United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the party at the address set forth in this section.



b) The address of the City for all purposes under this Agreement will be:

Andrea Wells
City Secretary
101 Mountain City Drive
Mountain City, TX 78610

c) The address of the Contractor for all purposes under this Agreement and for all notices hereunder will be; Lawn Tree Services

David Browning
P.O, Box 830
Buda, Texas 78610

4. CONTRACTOR LIABILITY AND INDEMNIFICATION.

Contractor shall indemnify, hold harmless and defend the City, its officers, agents, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorneys' fees and any and all other costs or fees (whether rounding in constitutional law, tort, contract, or property law, or raised pursuant to local, state or federal statutory provision), arising out of the performance of the Contract and/or arising out of a willful or negligent act or omission of the Contractor, its officers, agents, and employees. It is understood and agreed that the Contractor and any employee or subcontractor of the Contractor shall not be considered an employee of the City. The Contractor shall not be within the protection or coverage of the City's workers' compensation insurance, health insurance, liability insurance or any other insurance that the City from time to time may have in force and effect. The City specifically reserves the right to reject any and all of Contractor's employees, representatives or subcontractors and/or their employees for any cause, should the presence of any such person on City property or their interaction with City employees be found not to be in the best interest of the City, be found to be harassing to any City employee or third person, or is found to interfere with the effective and efficient operation of the City or the City's workplace.

5. INSURANCE.

The Contractor shall at all times during the Contract maintain in full force and effect Employer's Liability, Worker's compensation, Public Liability and Property Damage Insurance as provided for herein. All insurance shall be by insurers and for policy limits and provided for in bid specifications. The City shall be shown as additional insured during the initial term and any renewals. The Contractor must maintain a policy that includes at least \$150,000 of liability insurance and at least \$200,000 of liability insurance for each vehicle.

6. MEDIATION.

The Contractor and City desire an expeditious means to resolve any disputes that may arise between them regarding this Contract. If either party disputes any matter in relation to this Contract, the parties agree to try in good faith,



before bringing any legal action, to settle the dispute by submitting the matter to mediation before a third party who will be selected by agreement of the parties. The parties will each pay one-half of the mediator's fees.

7. TERMINATION FOR CONVIENCE.

Under this paragraph, the City may terminate this Contract during its term at any time for the City's own convenience where the Contractor is not in default by giving 14 days' written notice to Contractor. If the City terminates this Contract under this paragraph, the City will pay the Contractor for all services rendered in accordance with this Contract to the date of termination.

8. TERMINATION FOR DEFAULT.

Either party to this Contract may terminate this Contract as provided in this paragraph if the other party fails to comply with its terms. The party alleging the default shall give the other party written notice of the default citing the terms of the Contract that have been breached and what action the defaulting party must take to cure the default. If, in the sole judgment of the City, the Contractor has failed to remedy the deficiency or defaults to the satisfaction of the City, the City may terminate the contract upon 14 days written notice. Termination of this Contract under this paragraph does not affect the right of either party to seek remedies for breach of the Contract as allowed by law, including any damages or costs suffered by either party. However, this provision is not intended to and does not act as a waiver of the City's sovereign immunity.

9. FORCE MAJEUR.

Any failure or delay in performance due to contingencies beyond a party's reasonable control, including strikes, riots, terrorist acts, fires and acts of God, shall not constitute a breach of this agreement.

10. WAIVER.

- a. The waiver of a breach of any term or condition of this Agreement is not a waiver of a subsequent breach of that term or condition, or a breach or subsequent breach of any other term of condition. No official, agent, employee, or representative of the City may waive any breach of any term of condition of this Agreement unless expressly granted that specific authority by City Council.
- b. All rights of the City under this Agreement are specifically reserved and any payment, act or omission will not impair or prejudice any remedy or right to City under it. Any right or remedy in this Agreement will not preclude the exercise of any other right or remedy under this Agreement or under any law, nor will any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

11. ASSIGNMENT.

The Contractor shall not assign this Contract without the prior written consent of the City.

12. CONSTRUCTION OF THE AGREEMENT.



Mountain City, Texas

- a. Law and Venue. This Agreement is governed by the laws of the United States of America and Texas and all obligations under this Agreement are performable in Hays County, Texas and the City of Mountain City. Venue for any dispute arising out of this Agreement will lie in the appropriate court of jurisdiction in Hays County, Texas.
- b. Severability. If any portion or portions of this Agreement are ruled invalid, illegal, or unenforceable in any respect, by a court of competent jurisdiction, the remainder of it will remain valid and binding.
- c. Headings. Headings and titles at the beginning of the various provisions of this Agreement have been included only to make it easier to locate the subject matter covered by that part, section or subsection and are not to be used in construing this Agreement.
- d. Computation of Time. When any period of time is stated in this Agreement, the time will be computed to exclude the first day and include the last day of period. If the last day of any period falls on a Saturday, Sunday or a day that has been declared a Federal or State holiday, these days will be omitted for the computation.

13. ENTIRE AGREEMENT.

This contract represents the entire Agreement between the City and the Contractor and supersedes all prior negotiations, representations, or contracts, either written or oral. This Agreement may be amended by written instrument signed by both parties.

AUTHORIZED SIGNATURES

Agreed upon and signed by:
Family Tree Lawn Services

David A. Browning
Signature

David A. Browning
Printed Name

Owner/Operator of Family Tree Lawn Services
Title

02/19/2021
Date

City of Mountain City, TX:

Signature

Printed Name

Title

Date



EXHIBIT – A
020821A – City Lawn & Maintenance

Areas of maintenance include:

- Area surrounding the City Hall @ 101 Mountain City Dr and the adjacent lot / large open field.
- Area surrounding all buildings on City Hall property including; City Hall, storage building and small rental building.
- Signage at Main Entrance
- Common Areas throughout the City (end of Live Oak Dr, Ash Dr (x2), Hemlock, Poplar Dr)
- Tree trimming, shrub/rose maintenance, flower beds at the City Hall

Service Description	Will Comply / Will Not Comply
1. Each mowing, where possible, will be performed at an oblique or ninety-degree angle to previous service trip to prevent wheel depressions in the turf.	Will Comply
2. Corrective height adjustments shall be made on mowing units as warranted by grass condition, height of grass and seasonal changes.	Will Comply
3. Pick up small trash / debris on each visit. Any debris pick up that will result in additional charges must be approved by The City first.	Will Comply
4. Edging/Trimming around all turf perimeters including parking areas, buildings etc. is required with each mowing cycle.	Will Comply
5. All “landscaped” areas will have debris removed with each visit.	Will Comply
6. Water based chemical shall be used to control weeds in landscaped areas including main entrance median.	Will Comply
7. Additional services or an increase in cycle frequency may be requested by the City at the pricing noted below in the Pricing Description section.	Will Comply
8. Contractor shall invoice the City upon completion of each service or through an agreed upon invoicing schedule.	Will Comply

Equipment / Protective Gear	Will Comply / Will Not Comply
1. Contractor agrees to use its best effort to maintain and operate all equipment in a clean and safe condition.	Will Comply
2. Contractor will wear protective clothing & eye protection while working in high traffic areas.	Will Comply
3. Contractor will notify The City of any equipment outages that may prevent regular maintenance or result in a delayed service.	Will Comply



Mountain City, Texas

Monthly Pricing Description	Cycles per Year	Cost per Cycle
1. Maintain area surrounding City Hall, large open area behind City Hall, areas surrounding all buildings on property. Frequency: March-Oct (up to 2 times monthly.) NOTE: twice monthly is not guaranteed, if mowing is not needed due to drought or other reasons then it should not be performed. Second mowing to be approved by City. Nov-Feb (1 time monthly if needed)	Up to 20	\$160.00
2. Signage at Main Entrance & Flower beds. Frequency: Same as above.	Up to 20	\$20.00
3. Common Areas throughout the City. Frequency: 1 time per month, year round	12	\$90.00
4. Tree trimming, trim shrubs/rose bushes, clean out flower beds surrounding City Hall. Frequency: 1 time in February, 1 time in October	2	\$675.00
5. Additional service offerings (please describe): Mulch installation, fire ant control, large brush/debris haul off, tree trimming (certified arborist)	As needed	By Request



EXHIBIT – B
020821B – 2770 Maintenance

Area of maintenance includes:

- East and West sides of Hwy 2770
- From the edge of Hwy 2770 to the property lines on each side
- North Boundary: City Limit Sign for the City of Mountain City
- South Boundary: City Limit Sign for the City of Mountain City

Service Description	Will Comply / Will Not Comply
9. Corrective height adjustments shall be made on mowing units as warranted by grass condition, height of grass and seasonal changes.	Will Comply
10. Pick up small trash / debris on each visit. Any debris pick up that will result in additional charges must be approved by The City first.	Will Comply
11. Edging/Trimming around all turf perimeters including parking areas, roadway, culverts, signposts etc. with each mowing cycle.	Will Comply
12. Additional services or an increase in cycle frequency may be requested by the City at the pricing noted below in the Pricing Description section.	Will Comply
13. Contractor shall invoice the City upon completion of each service or through an agreed upon invoicing schedule.	Will Comply

Equipment / Protective Gear	Will Comply / Will Not Comply
4. Contractor agrees to use its best effort to maintain and operate all equipment in a clean and safe condition.	Will Comply
5. Contractor will wear protective clothing & eye protection while working in high traffic areas.	Will Comply
6. Contractor will notify The City of any equipment outages that may prevent regular maintenance or result in a delayed service.	Will Comply

Monthly Pricing Description	Cycles per Year	Cost per Cycle
6. Maintain area aforementioned area on both sides of Hwy 2770. Frequency: April-Oct (1 time monthly as needed) and additional mowing as directed by City of Mountain City. NOTE: if mowing is not needed due to drought or other reasons then it should not be performed.	Up to 10	\$300.00
7. Additional service offerings (please describe): **All mowing to be done with zero turn mowers for a neater uniform appearance and weed eat along any homeowners' fences / sidewalks.	Included	Included