

SERVICES

1. The Lawn Service agrees to perform the following City's mowing/weed eating maintenance for the specified areas below. The areas to which this contract shall apply are:

**A. To be performed Bi-weekly from April 1st - Oct 31st of each year during the term of this Agreement:
Areas to be mowed:**

- (i) The City Park - Mow/trim any grass around lawn areas and trim hedges, weed eat fence and blow any grass/debris off walking path.
- (ii) The library - mow and weed eat around building and walkways.
- (iii) The Triangle – mow and weed eat.
- (iv) The Vacant lot on North side of Main St. – mow
- (v) The Vacant small lot West of Main St. Café- mow and weed eat.
- (vi) The lot West of City Hall mow and weed eat.
- (vii) Blow off sidewalk and under porch of City Hall.

**SERVICES NOT REQUIRED TO BE PERFORMED
WITHOUT ADDITIONAL CHARGE**

2. The Lawn Service **shall not** be required to:

(a) Plant any additional plants.

(b) Replace any plants destroyed by an unusual weather condition, including an unusually severe freeze or high winds, or a hurricane, tornado, or flood.

However, if the City requests in writing that the Lawn Service make any services not required to be performed because of this Paragraph 2, then the Lawn Service may perform the requested services and the City shall pay the reasonable charges for those requested additional services.

TOOLS, SUPPLIES, AND PLANTS

3. The Lawn Service will provide all tools and supplies necessary to perform the above operations.

SERVICE REPORTS & PAYMENT REQUESTS

4. Upon completing a mowing cycle, the Lawn Service will issue a service report and invoice on Thursday (every other week) for payment with City Secretary. Recommendations for any necessary or desirable preventative measures will be noted on the service report. Payment will be made on a Bi-weekly rate of pay on Friday.

**COMPLIANCE WITH APPLICABLE STATUTES, ORDINANCES, AND
REGULATIONS**

5. In performing the services required under this Agreement, the Lawn Service shall comply with all applicable federal, state, county, and city statutes, ordinances, and regulations. If compliance is impossible for reasons beyond its control, the Lawn Service shall Immediately notify the City of that fact and the reasons for noncompliance.

INSURANCE AND BOND

6. The Lawn Service shall take out and maintain during the life of the contract such Bodily Injury and Property Damage Liability Insurance as shall protect it and any Subcontractor performing work covered by this contract for claims for damages for personal injury, including accident death, as well as from claims for property damage, which may rise from operations under this contract, whether such operations be by themselves or by Subcontractor or by anyone directly or indirectly employed by Contractor, and the amounts of such insurance shall not be less than:

\$500,000.00 for any one person and
\$1,000,000.00 for any one accident.

\$100,000.00 for any one accident and
\$300,000.00 for all accidents.

\$200,000.00 bodily injury per person
\$500,000.00 bodily injury per occurrence

The Contractor shall take out and maintain during the life of this contract Statutory *Worker's Compensation and Employer's Liability Insurance* for all of his employees to be engaged in work on the project under this contract; and in case any such work is subcontracted, the Contractor shall either require the Subcontractors similarly to provide such insurance for all of the Subcontractor's employees to be engaged in such work, or Contractor will cover the employees of Subcontractors under his insurance policy.

If the amount of this Contract is in excess of \$25,000.00, Contractor shall provide a payment bond payable to Owner in the amount of the contract. The bond must be provided prior to any performance of labor or delivery of materials.

5.02. If the amount of this Contract is in excess of \$100,000.00, Contractor agrees to provide a performance bond payable to Owner in the amount of the contract. The bond must be provided prior to any performance or labor or delivery of materials.

5.03. The bonds shall be provided in accordance with the requirements of Chapter 2253 of the Texas Government Code.