

RESOLUTION NO. 2020-645
(2020-2021 Annual Mowing Contract)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, AWARDED THE BID FOR THE CITY OF PARKER'S 2020-2021 ANNUAL MOWING CONTRACT.

WHEREAS, the City of Parker desires to protect the health, safety and welfare of its citizens; and

WHEREAS, the Parker City Council deems it in the best interest of the citizens of the City of Parker to accept a bid from Hunter Landscaping Company for the City of Parker's annual mowing contract; and


NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, AS FOLLOWS:

SECTION 1. The bid of Hunter Landscaping Company is approved, and is in conformance with the requirements for such approval.

SECTION 2. The Parker City Council authorizes the Mayor to execute a Contract with Hunter Landscaping Company, and all other necessary documents in connection therewith on behalf of the City of Parker.

DULY RESOLVED by the City Council of the City of Parker, Collin County, Texas on this the 8th day of December, 2020, effective this date.

APPROVED:
CITY OF PARKER



Lee Pettle, Mayor

ATTEST:



Patti Scott Grey, City Secretary
APPROVED AS TO FORM:



Brandon Shelby, City Attorney

**CITY OF PARKER
ANNUAL MOWING CONTRACT**

This Agreement is made by and between the City of Parker, Texas, a type A general law city, hereinafter referred to as "Buyer", and Hunter Landscape Co. referred to as the "Seller," for the sale of services specified hereinafter, and the Buyer and Seller hereby agree as follows:

DESCRIPTION OF SERVICES

This Contract is for the purchase by the City of Parker, Texas, of the services described hereinafter as the "services" or the subject of this Contract. The Services are more specifically described as follows:

Median Maintenance

1. Mowing, weed eating, edging center median weekly from mid February to end term of this agreement;
2. Trash, debris pick up as needed;
3. Winter cleanup of leaves and debris once a month at the beginning of the months of January and February.

Shrub and Flowerbed Maintenance

1. Shrub trimming at the beginning of the months of March, May, July and September;
2. Pull weeds twice a month at the beginning and middle of the months from March thru end of term of this agreement;
3. Plant annual flowers Spring and Fall at the beginning of March and end of September at City Hall Monument.

Tree Maintenance

1. Trim and prune all trees in the medians at all locations as needed (all trees to be trimmed to maintain of 15ft high clearance within 5ft of road edge)

Location of Project

1. 3900-7600 block of Parker Road
2. 3200-4000 block of Hogge Drive (FM2551)
3. 3200-4000 block of McCreary Road
4. 4900-5400 block of Betsy Lane

This Contract is for a specific duration wherein the Seller will supply, furnish and deliver at the designated point or points of delivery the specified Services as requested by Buyer.

DURATION: From January 1, 2021 to September 30, 2021

PAYMENT TERMS

Seller shall submit itemized monthly invoices detailing Services provided, delivered to the City of Parker, 5700 E Parker Road, Parker, TX 75002 or emailed to gsavage@parkertexas.us. Payment shall not be due until the above instruments are submitted, until the Services have been received by Buyer, and until Buyer has had sufficient opportunity to inspect and exercise its right to accept or reject. Seller shall keep Buyer advised of any changes in their remittance

addressees. In no event shall Buyer be responsible for interest of any kind on any funds due to Seller, and no term or provision contained in any Seller's invoice shall in any way modify, vary or alter the provisions hereof.

Buyer's obligation is payable solely from funds available for the purpose of the purchase. Lack of funds shall render this contract null and void and to the extent funds are not available.

CONTRACT TERMS AND CONDITIONS

This Contract is made and entered into between the parties hereto in accordance with and subject to the following additional terms and conditions:

1. **PRICE:** Buyer shall pay to Seller equal monthly installments of \$6,000.00 per month for services rendered and invoiced and delivered under the payment terms described herein.

The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach of violation of this warranty, the Buyer shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

2. **CANCELLATION:** Buyer shall have the right to cancel immediately for default on all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any remedies which Buyer may have at law or equity. The Buyer may for any reason whatsoever terminate performance under this Contract by the Seller for convenience with 30 days notice to Seller. The Buyer shall give notice of such termination to the Seller specifying when termination becomes effective. Buyer will, in the event of termination, remit such sums to Seller as may be due only for those services actually performed to the satisfaction of Buyer.
3. **FORCE MAJEURE:** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligation under the Agreement, then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after the occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as is effected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereafter provided, but for no longer periods and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term "Force Majeure" as employed herein, shall mean acts of God, act of public enemy, orders of any kind of government of the United States or State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, restraints of government and

people, civil disturbances, explosions, or other causes not reasonably within control of the party claiming such inability.

4. **ASSIGNMENT – DELEGATION:** No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. An attempted assignment or delegation of Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
5. **MODIFICATIONS:** This contract can be modified or rescinded only in writing signed by both parties and their duly authorized agents.
6. **WAIVER:** No claim or right arising out of a breach in contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.
7. **INTERPRETATION-PAROL EVIDENCE:** This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection.
8. **ADVERTISING:** Seller shall not advertise or publish, without Buyer's prior written consent, the fact that Buyer has entered into this contract, except to the extent necessary to comply with prior requests for information from an authorized representative of federal, state or local government.
9. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS:** No officer or employee shall have a financial interest, direct or indirect, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies, or services, except on behalf of the City as an officer or employee. Any knowing and willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall forfeit his office or position. Any violation of this section with the knowledge, express or implied, of the person or corporation contracting with the governing body of the City shall render the contract involved voidable by the Mayor or the City Council.
10. **ENTIRE AGREEMENT:** This Contract constitutes the entire and exclusive agreement between the Buyer and Seller with reference to the Services. Specifically, but without limitation, this Contract supersedes any bid documents and all prior written or oral communications, representations and negotiations, if any, between the Buyer and Seller not expressly made a part hereof.
15. **INDEMNITY AND DISCLAIMER:** BUYER SHALL NOT BE LIABLE OR RESPONSIBLE FOR, AND SHALL BE INDEMNIFIED, HELD HARMLESS AND RELEASED BY SELLER FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND

ATTORNEY'S FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY OR LOSS TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS, INCLUDING THE SELLER, OR PROPERTY, ARISING OUT OF, OR OCCASIONED BY, DIRECTLY OR INDIRECTLY, THE PERFORMANCE OF SELLER UNDER THIS CONTRACT, INCLUDING CLAIMS AND DAMAGES ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF BUYER, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE BUYER UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. IT IS THE EXPRESSED INTENT OF THE PARTIES TO THIS AGREEMENT THAT THE INDEMNITY PROVIDED FOR IN THIS CONTRACT IS AN INDEMNITY EXTENDED BY SELLER TO INDEMNIFY AND PROTECT BUYER FROM THE CONSEQUENCES OF THE SELLER'S AS WELL AS THE BUYER'S NEGLIGENCE, WHETHER SUCH NEGLIGENCE IS THE SOLE OR PARTIAL CAUSE OF ANY SUCH INJURY, DEATH, OR DAMAGE. IN ADDITION, CONTRACTOR SHALL OBTAIN AND FILE WITH OWNER CITY OF PARKER A STANDARD CERTIFICATE OF INSURANCE AND APPLICABLE POLICY ENDORSEMENT EVIDENCING THE REQUIRED COVERAGE AND NAMING THE OWNER CITY OF PARKER AS AN ADDITIONAL INSURED ON THE REQUIRED COVERAGE.

16. **GOVERNING LAW:** The Contract shall be governed by the laws of the State of Texas. Venue for any causes of action arising under the terms or provisions of this Contract or the Goods to be delivered hereunder shall be in the courts of Collin County, Texas.
17. **SUCCESSORS AND ASSIGNS:** The Buyer and Seller bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract. The Seller shall not assign this Contract without written consent of the Buyer.
18. **SEVERABILITY:** The provisions of this Contract are herein declared to be severable; in the event that any term, provision or part hereof is determined to be invalid, void or unenforceable, such determination shall not affect the validity or enforceability of the remaining terms, provisions and parts, and this Contract shall be read as if the invalid, void or unenforceable portion had not been included herein.
19. **NOTICES:** All notices required by this Contract shall be presumed received when delivered as required by this agreement.

EXECUTED this _____ day of _____, _____.

SELLER, Hunter Landscape Co.

Joe Cummings, Owner
9 Hickory Hill Stree
Lucas, TX 75002

CITY OF PARKER:

By: Lee Pettle
Lee Pettle, Mayor

ATTEST:

By: Patti Scott Grey
Patti Scott Grey, City Secretary

APPROVED AS TO FORM:

Brandon Shelby
Brandon Shelby, City Attorney

CITY OF PARKER, TEXAS

ANNUAL MOWING CONTRACT 2021

NOTICE TO BIDDERS

Sealed bids will be received in the office of the Director of Public Works of the City of Parker, 5700 E. Parker Road, Parker, Texas 75002 until **10:00 a.m., October 6, 2020** then publicly opened and read for furnishing all necessary materials, machinery, equipment, superintendence, labor and Manager visit at least twice a month for QA/QC for **Annual Mowing Contract 2021** for the City of Parker, from October 1, 2020 thru September 30, 2021.

This project includes but is not limited to the following.

Median Maintenance

1. mowing, weed eating, edging center median weekly from mid February to mid November
2. trash, debris pick up as needed
3. Winter cleanup of leaves and debris once a month at the beginning of the months of November, December, January and February

Shrub and Flowerbed Maintenance

1. Shrub trimming at the beginning of the months of March, May, July and September.
2. Pull weeds twice a month at the beginning and middle of the months from March thru November.
3. Plant annual flowers Spring and Fall at the beginning of March and October at City Hall Monument

Tree Maintenance

1. Trim and prune all trees in the medians at all locations at the beginning of November (all trees to be trimmed to maintain of 15ft high clearance within 5ft of road edge)

Location of project

1. 3900-7600 block of Parker Road
2. 3200-4000 block of Hogge Drive (FM2551)
3. 3200-4000 block of McCreary Road
4. 4900-5400 block of Betsy Lane

Payment and Termination

1. Payments will be made in equal monthly installments.
2. The City of Parker reserves the right to terminate the relationship and cease payment with 30-day notice for performance deemed unsatisfactory at the City's sole discretion.

All lump sum and unit prices must be stated in both script and figures on the forms provided. The City of Parker reserves the right to reject any or all bids and to waive formalities. In case of ambiguity or lack of clearness in stating prices in the bids, the City of Parker reserves the right to consider the most advantageous maintenance project thereof, or to reject the bid. Unreasonable (or "unbalanced") unit prices will authorize the City of Parker to reject any bid.

Bidders are expected to inspect the site of work and to inform themselves regarding all local conditions.

General Liability insurance for personal injury (including death) and property damage with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate with City named as additional insured

Contract Documents, Instructions to Bidders, and Specifications are on file and copies may be picked up at Parker City Hall, 5700 E. Parker, Texas 75002, (972) 442-6811. Questions may be faxed to (972) 442-2894 or emailed to gmachado@parkertexas.us.

Advertisement Dates: September 19, 2020
September 26, 2020

HUNTER LANDSCAPE CO.

Joe Cummings

9 Hickory Hill St. Lucas, Texas 75002

214-457-3177

City of Parker

5700 E. Parker Rd, Parker TX 75002

Annual Maintenance Contract 2020-2021

City Median Maintenance for 3900-7600 Parker Rd., 3200-4000 Hogge Dr. (FM2551),
3200-4000 McCreary Rd., & 4900-5400 Betsy Ln.,

Effective Date: October 1, 2020 -September 30, 2021

Term of Contract: One year.

Scope of Services:

1. Mow, weed eat and edge center median weekly from mid Feb. – mid Nov. (weather permitting) \$58,500
2. Trash and debris pick up as needed.
3. Winter cleanup of leaves and debris at the beginning of each month Nov. - Feb. \$2,000
4. Shrub trimming at the beginning of the months of March, May, July, and Sep. \$600
5. Pull weeds in beds twice a month (beginning & middle of month) March – Nov. \$1,800
6. Plant annual flowers Spring and Fall at the beginning of March and October at City Hall Monument. \$600
7. Trim and prune all trees in the medians at all locations at the beginning of Nov. (all trees to be trimmed to maintain 15ft high clearance within 5ft of road edge) \$8,500

Cost for All Services Above: Annual Cost \$72,000.00 (\$6,000 per month)

The City of Parker reserves the right to terminate the contract and cease payment after 30-day notice for performance deemed unsatisfactory at the City's discretion. Final payment to include any services that have been completed, but not fully compensated for by monthly payments to date.

Payment Terms

Payment will be due on the 1st of each month from October 1, 2020 – September 1, 2021.

The above prices, specifications, and conditions are satisfactory; any changes will be submitted in writing and are subject to approval.

_____ Print Name

_____ Signature

_____ Date

