

## **CONTRACTOR AGREEMENT**

### **“ROW Mowing and Lift Station Weed Control”**

This agreement entered into this 13<sup>th</sup> day of March 2023, by and between the City of Montgomery, Texas hereinafter “Montgomery”, and Cody’s Lawn Service LLC company, hereinafter “Contractor” at Montgomery County, Texas.

WHEREAS, Contractor is self-employed and in the business of providing the following services: ROW Mowing and Lift Station Weed Control according to work specified and further described in Exhibit “A” of this Agreement; and

WHEREAS, Montgomery does, from time to time, contract with Contractor to perform services.

1. That in performing services in Montgomery, Contractor will act as an independent contractor at all times, and Contractor agrees that no relationship of employer – employee exists, and Contractor shall never represent to any third party that he is an employee of Montgomery.
2. Contractor agrees that he will provide labor and materials for the accomplishments of contracted work in a workmanlike manner in accordance with the specifications for the job. Montgomery will not exercise control or supervision over physical details of work, except such inspection as necessary to ensure compliance with specifications.
3. Contractor represents that he is duly authorized to perform the work contracted for, and that he is liable for any federal or state taxes, social security contributions, unemployment compensation taxes, or other taxes imposed by governmental entities or employers, and that he is exempt as an independent contractor under Texas Workers’ Compensation Act. Contractor agrees to indemnify and hold harmless Montgomery from any injuries to any persons arising under the course of this Agreement. Contractor shall not be obligated to indemnify Montgomery for claims arising solely from allegations of negligence by Contractor. Contractor shall maintain general liability insurance with limits of \$1,000,000 throughout the term of this Agreement.
4. The method of compensation for the contracted work by Contractor shall be a per-job fee to be negotiated in advance. No part of the agreed compensation is to be considered a salary or commission.
5. The labor and material which Contractor agrees to provide under this Agreement shall be provided by Contractor in accordance with accepted industry standards and in a workmanlike manner, but Contractor shall apply his own methods and manner,


free from control and direction of Montgomery, except as to inspection and acceptance of the product and service.


6. Contractor shall provide services as defined in Exhibit "A" attached.
7. Contractor or Montgomery may terminate this Agreement for any reason upon giving written notice, except the indemnity provisions of this Agreement shall survive a termination and continue until the applicable statute of limitations has run on all potential claims.
8. This Agreement shall not be assigned by either party, except with express written consent of the non-assigning party.
9. Contractor agrees to indemnify and hold harmless Montgomery from any injuries to any persons arising under the course of this Agreement.
10. To the extent permitted by Paragraph 9, this Agreement shall be binding on heirs, personal representatives, legatees, and devisees of the parties.
11. This Agreement shall be construed in accordance with and governed by the ordinances of the City of Montgomery, and the laws of the State of Texas.
12. The parties understand and acknowledge that this Agreement contains all the understandings of the parties and constitutes the full agreement of the parties.
13. The three (3) year term of this agreement shall be reviewed and authorized for renewal annually by City Council regarding the service costs and level of services as attached in Exhibit "A".

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This agreement expires March 13, 2026.


City of Montgomery

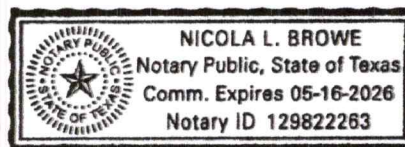
Cody's Lawn Service, LLC

X   
\_\_\_\_\_  
Gary Palmer, City Administrator

X   
\_\_\_\_\_  
Represented by: Cody Skysen

ATTEST:

  
\_\_\_\_\_  
Nicola Browe, City Secretary



## ATTACHMENT "A"

Contractor will be paid upon completion of work performed upon City acceptance. Based on the proposals attached as Attachment "A" (seven pages).



**City of Montgomery**

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**Request for Proposals**

**Right of Way Mowing**

**&**

**Lift Station Weed Control**

**January 2023**

**CITY OF MONTGOMERY**  
**REQUEST FOR PROPOSALS**  
**BID – RIGHT OF WAY MOWING & LIFT STATION WEED CONTROL**

**PROJECT DESCRIPTION**

Contractor to furnish all labor, equipment, and materials needed for the completion of the work described below. Please complete the Price Schedule for each section. Additional maintenance/mowing visits will be paid at the per visit price as defined in the Price Schedule. Added maintenance/mowing areas shall be based upon a negotiated price agreed to by the City and the selected contractor. Invoices are to be submitted at the first of each month for payment on the previous month's service. This contract is not considered a salary and payments will only be made for work performed.

**1.) RIGHT OF WAY ("ROW") MOWING MAINTENANCE**

**AREAS TO BE MAINTAINED:**

- The detailed ROW Facilities and street names are included in Price Schedules 1 and 2.

**DESCRIPTION OF WORK TO BE PERFORMED:**

- Mowing of approximately 93,195 linear feet of ROW (includes Hwy 105, FM 1097, and FM 149 inside the City Limits) and ROW Facilities owned by the City.
- Monofilament trimming of all borders – concrete, along fence lines, around trees in ditches, and any other obstacles.
- Sweep/power blow to clean up landscaped grass. Clippings shall not be blown into any street or roadway as this can cause a hazard to bicycles and motorcycles.
- Remove all trash from ROW areas.

**SCHEDULE:**

- Monthly from October to March and bi-weekly from April to September, as proposed by contractor (not to exceed 20 times per year).

**2.) LIFT STATION WEED CONTROL**

**AREAS TO BE MAINTAINED:**

- Includes eleven (11) sites detailed in Schedule 3.

**DESCRIPTION OF WORK TO BE PERFORMED:**

- Chemical weed control of all areas within listed lift stations owned by the City.

**SCHEDULE:**

- Monthly as needed.

**CITY OF MONTGOMERY  
REQUEST FOR PROPOSALS  
BID – RIGHT OF WAY MOWING & LIFT STATION WEED CONTROL  
PRICE SCHEDULE**

**1.) ROW FACILITIES:**

| <b>Location</b>                                       | <b>Price per occurrence</b> |
|---|-----------------------------|
| 1. Water Plant No. 2 – 905 Stewart St.                | 60                          |
| 2. Water Plant No. 3 – 109 Business Park Dr.          | 75                          |
| 3. Town Creek WWTP - 307 Liberty St.                  | 125                         |
| 4. Stewart Creek WWTP – 265 South Buffalo Springs Dr. | 75                          |
| 5. 777 Clepper St. – East of MISD Administration      | 195                         |

**CITY OF MONTGOMERY**  
**REQUEST FOR PROPOSALS**  
**BID – RIGHT OF WAY MOWING & LIFT STATION WEED CONTROL**

This section has been prepared to answer any questions relative to the approximate ROW widths that may be mowed in the City. This section should not be the basis for an exact calculation, but as an estimate of anticipated mowing areas. Circumstances on each street are different and numbers below may not be exact. For example, some property owners may have landscaped improvements or maintain the area(s) themselves, or sidewalks may be present, etc. This information can, however, help in estimating some areas.

**2.) STREET NAMES:**

| Street Name  | Right of Way width<br>In feet | Pavement<br>width In<br>feet | Roadway<br>length in<br>linear feet |
|--|-------------------------------|------------------------------|-------------------------------------|
| Prairie  | 40                            | 18                           | 960                                 |
| Sheppard   | 30                            | 18                           | 460                                 |
| Malden   | 30                            | 18                           | 700                                 |
| Westway  | 30                            | 18                           | 750                                 |
| McCown   | 30                            | 18                           | 820                                 |
| Eugenia  | 30                            | 18                           | 430                                 |
| John A. Butler                                       | 30                            | 28                           | 350                                 |
| College (to include easement behind<br>Burger Fresh) | 30                            | 18                           | 2,900                               |
| Caroline   | 30                            | 18                           | 2,760                               |
| Lawson   | 30                            | 18                           | 600                                 |
| Mason  | 30                            | 18                           | 200                                 |
| Simonton   | 30                            | 18                           | 620                                 |
| Clepper  | 60 & 80                       | 24                           | 3,070                               |
| Community Center Dr.                                 | 60                            | 18                           | 2,460                               |
| Pond   | 30                            | 18                           | 1,560                               |
| Dr. MLK  | 60                            | 20                           | 2,840                               |
| Cemetery   | 30                            | 20                           | 220                                 |
| Baja   | 30                            | 17                           | 950                                 |
| Church   | 30                            | 17                           | 180                                 |
| McGinnis   | 30                            | 18                           | 410                                 |
| Louisa   | 40                            | 20                           | 1,200                               |

| Street Name  | Right of Way width in feet | Pavement width in feet | Roadway length in linear feet |
|--|----------------------------|------------------------|-------------------------------|
| Houston  | 30                         | 18                     | 930                           |
| Flagship   | 80                         | 29                     | 2,000                         |
| Rankin   | 30                         | 15                     | 300                           |
| Old Plantersville  | 40 - 50                    | 20                     | 6,180                         |
| Stewart  | 30                         | 20                     | 490                           |
| Wade   | 30                         | 16                     | 300                           |
| Womack Cemetery  | 50                         | 18                     | 775                           |
| Worsham  | 40                         | 18                     | 1,140                         |
| CB Stewart   | 80                         | 24                     | 2,020                         |
| Berkley (from 149 to entrance of Buffalo Springs neighborhood)       | 70                         | 24                     | 380                           |
| Buffalo Springs (including driveway to WWTP)                         | 80                         | 28                     | 7,820                         |
| Summit Business Park   | 90                         | 36                     | 1,750                         |
| Emma's Way   | 75                         | 35                     | 1,200                         |
| Lone Star Bend   | 70                         | 27                     | 2,570                         |
| Plez Morgan  | 110                        | 28                     | 2,460                         |
| Business Park (By Water Plant 3)                                     | 60                         | 24                     | 355                           |
| Gardner  | 80                         | 34                     | 935                           |
| Ditch to the east of 281 Berkley                                     | 70                         | 24                     | 50                            |
| FM 1097 (From FM 149 to city limits)                                 | 60                         | 30                     | 5,800                         |
| Hwy 105 (Eva St.) (From CB Stewart to Stewart Creek Road)            | 225                        | 85                     | 5,500                         |
| Hwy 105 (Eva St.) (From CB Stewart to Lone Star Parkway on west end) | 110                        | 64                     | 12,650                        |
| FM 149 (in city limits)  | 60                         | 26                     | 10,600                        |
| FM 2854 (From Hwy 105 to city limits)                                | 150                        | 35                     | 1,200                         |
| McWashington Dr.   | 63                         | 23                     | 1,050                         |
| Geisinger Dr.  | 60                         | 33                     | 300                           |

|  |               |
|--|---------------|
| <b>Total Linear Feet</b>                   | <b>93,195</b> |
| <b>Price for ROW mowing per occurrence</b> | <b>4,290</b>  |



**CITY OF MONTGOMERY**  
**REQUEST FOR PROPOSALS**  
**BID – RIGHT OF WAY MOWING & LIFT STATION WEED CONTROL**

**3.) LIFT STATION WEED CONTROL:**

| Lift Station | Address                   |
|--------------|---------------------------|
| #3           | 13790 Liberty St.         |
| #4           | 651 Old Plantersville Rd. |
| #5           | 22150 Eva St.             |
| #6           | 22678 Eva St.             |
| #7           | 2510 Lone Star Pkwy.      |
| #8           | 1600 Lone Star Pkwy.      |
| #9           | 1355 Buffalo Springs Dr.  |
| #10          | 1191 Buffalo Springs Dr.  |
| #12          | 300 CB Stewart Dr.        |
| #13          | 22400 FM 1097             |
| #14          | 115 Peninsula Pt.         |

|   |     |
|---|-----|
| <b>Total price per occurrence as needed</b> | 235 |
|---|-----|

**Sealed bids are due by January 25, 2023 @ 2:00 PM to:**

**By Mail or hand delivered:**

Nici Browe, City Secretary  
City of Montgomery  
101 Old Plantersville Rd.  
Montgomery, TX 77316

**Bid opening on January 25, 2023 @ 2:00 PM at:**

Montgomery City Hall  
101 Old Plantersville Road  
Montgomery, TX 77316

 Initial to indicate acceptance and understanding of the Project Description details.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MMDD/YYYY)  
1/12/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| <b>PRODUCER</b><br>First Insurance Services<br>300 S Wheeler St<br><br>Jasper TX 75951               | <b>CONTACT NAME:</b> CAROLYN ASHABRANNER<br><b>PHONE (A/C, No, Ext):</b> (409) 384-5761<br><b>E-MAIL ADDRESS:</b> cashabranner@1stinsurance.net<br><b>FAX (A/C, No):</b> (409) 384-3341   |                               |        |                            |       |                                  |       |            |  |            |  |            |  |            |  |
|--|---|-------------------------------|--------|----------------------------|-------|----------------------------------|-------|------------|--|------------|--|------------|--|------------|--|
| <b>INSURED</b><br>CODY'S LAWN SERVICE, LLC<br>13728 AUSTIN MCCOMB RD<br><br>MONTGOMERY TX 77316-2479 | <table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: WESTCO INS. CO.</td> <td>25011</td> </tr> <tr> <td>INSURER B: SERVICE LLOYDS INS CO</td> <td>43389</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A: WESTCO INS. CO. | 25011 | INSURER B: SERVICE LLOYDS INS CO | 43389 | INSURER C: |  | INSURER D: |  | INSURER E: |  | INSURER F: |  |
| INSURER(S) AFFORDING COVERAGE  | NAIC #  |                               |        |                            |       |                                  |       |            |  |            |  |            |  |            |  |
| INSURER A: WESTCO INS. CO.   | 25011   |                               |        |                            |       |                                  |       |            |  |            |  |            |  |            |  |
| INSURER B: SERVICE LLOYDS INS CO   | 43389   |                               |        |                            |       |                                  |       |            |  |            |  |            |  |            |  |
| INSURER C:   |   |                               |        |                            |       |                                  |       |            |  |            |  |            |  |            |  |
| INSURER D:   |   |                               |        |                            |       |                                  |       |            |  |            |  |            |  |            |  |
| INSURER E:   |   |                               |        |                            |       |                                  |       |            |  |            |  |            |  |            |  |
| INSURER F:   |   |                               |        |                            |       |                                  |       |            |  |            |  |            |  |            |  |

COVERAGES CERTIFICATE NUMBER: CE2311213582 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE   | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MMDD/YYYY) | POLICY EXP (MMDD/YYYY) | LIMITS   |
|----------|---|-----------|----------|---------------|------------------------|------------------------|--|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> \$1000 DED PROPERTY DAMAGE<br><input type="checkbox"/> PER OCCURRENCE<br>GENL AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |           |          | WZF194415101  | 12/6/2022              | 12/6/2023              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000 |
|          | AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS   |           |          |               |                        |                        | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$  |
|          | <input type="checkbox"/> UMBRELLA LIAB<br><input type="checkbox"/> EXCESS LIAB<br><input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$  |           |          |               |                        |                        | <input type="checkbox"/> OCCUR<br><input type="checkbox"/> CLAIMS-MADE<br>EACH OCCURRENCE \$<br>AGGREGATE \$   |
|          | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  | Y/N       | N/A      | SLICWC0052103 | 09/01/2022             | 09/01/2023             | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

|   |   |
|---|---|
| <b>CERTIFICATE HOLDER</b><br>mmuackleroy@ci.montgomery.tx.t<br>CITY OF MONTGOMERY<br>101 OLD PLANTERSVILLE RD<br>MONTGOMERY, TX 77316 | <b>CANCELLATION</b><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
|   | AUTHORIZED REPRESENTATIVE<br>Willie Yeary/TBOYD   |

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