

CONTRACTOR AGREEMENT

"Grounds Maintenance "

This agreement entered into this 13th 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: Grounds Maintenance according to work specified and further described in Exhibit "A" of this Agreement; and

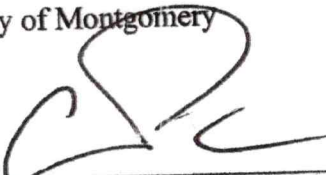
WHEREAS, Montgomery does, from time to time, contract with Contractor to perform services.

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

X 

 Gary Palmer, City Administrator

Cody's Lawn Service, LLC

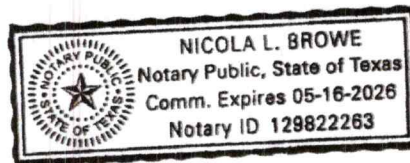
X 

 Represented by: Cody Shevlin

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" (four pages).



City of Montgomery

Request for Proposals

Grounds Maintenance

January 2023

CITY OF MONTGOMERY
REQUEST FOR PROPOSALS
BID – GROUNDS MAINTENANCE

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 on 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.) GROUNDS MAINTENANCE

AREAS TO BE MAINTAINED:

Includes eight (8) sites detailed in Schedule 1.

DESCRIPTION OF WORK TO BE PERFORMED:

- Mow
- Edge all borders – concrete, beds, along fence lines, around trees and other obstacles
- Weed beds, playground equipment areas, and volleyball courts by hand as needed regularly
- Sweep/power blow to clean up landscape-related grass
- Chemical weed control of sidewalks and parking areas
- Trim all shrubs and ground cover as needed
- Maintain a well-defined (trenched) bed line
- Remove all trash from landscaped areas

FERTILIZER PROGRAM: (Coordinated with mowing schedule)

- Fertilize applications two times per year, one in spring and one in fall.
- Prior approval by Public Works is required before commencing applications.
- Monitor and spot treatment for insects and disease control during fertilizer applications.
- Weed control can be used for hardscapes and shrub beds.

SCHEDULE:

- Bi-weekly or monthly from October to March and weekly from April to September, as proposed by contractor (not to exceed 36 times per year).

**CITY OF MONTGOMERY
REQUEST FOR PROPOSALS
BID – GROUNDS MAINTENANCE
PRICE SCHEDULE**

1.) GROUNDS MAINTENANCE:

WEEKLY FACILITIES:

Location	Price per occurrence
1. City Hall	85
2. Cedar Brake Park	400
3. Homecoming Park	110
4. Community Building	55
5. Fernland Park	125
6. Memory Park (mowing and trimming only)	125
7. Jenny Adams Lot/Nat Hart Davis Museum	70
8. 213 Prairie St.	45
Fertilizer application cost for all 9 weekly facilities (Twice per year maximum)	1,375

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 Road
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 (MM/DD/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).

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

COVERAGES CERTIFICATE NUMBER: CL2311213582 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 (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$1000 DED PROPERTY DAMAGE <input type="checkbox"/> PER OCCURRENCE GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			WPP194415101	12/6/2022	12/6/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) 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 E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 181, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER mmuckleroy@ci.montgomery.tx.t CITY OF MONTGOMERY 101 OLD PLANTERSVILLE RD MONTGOMERY, TX 77316	CANCELLATION 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 Willie Yeary/TBOYD <i>Willie Yeary</i>

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