

**Clean Scapes, LP**  
**Landscape Maintenance Agreement City of**  
**Rollingwood Parks Commission**

This agreement is entered into between Clean Scapes, LP, hereinafter, (“**Contractor**” or “**Clean Scapes**”), and the City of Rollingwood (“**City**”) for work to be performed upon the properties depicted in the attached Exhibit “A,” comprising the property of the City’s administrative offices located at 403 Nixon Drive, Rollingwood, TX 78746 and the adjacent large park (the “**City Hall/Park Area**”), and the two areas adjacent to three monument signs (two are immediately across the street from each other) announcing the entrance to the City (the “**Sign Areas**”) (the City Hall/Park Area and the Sign Areas are together sometimes referred to as the “**Properties**”). For the avoidance of doubt, maintenance of the xeriscape landscaped area immediately in front of City Hall, and the ball fields, each as indicated on Exhibit A will be maintained by others.

**Landscaping Maintenance**

The Properties will be serviced to keep a neat and tidy appearance. During the active growth season, the Properties will be serviced on a regular 42-visit schedule. When weather interference with regularly scheduled tasks poses safety risks or would prove destructive to the landscaping, the visit will be re-scheduled. Standard services to be performed on each visit include mowing, trimming, and edging.

An experienced area manager will inspect the Properties after each regular service visit to ensure client satisfaction.

Tree wells, building exteriors, beds and other obstacles will be trimmed around using a string trimmer.

All grass clippings and other debris caused by contractor will be blown from sidewalks, curbs, streets, exterior parking island areas, and breezeways after each mowing. Trash will be picked up prior to mowing. If trash should be run over by the mowers, it will be raked, removed, and disposed of offsite.

**Weed Control (included)**

All shrub beds, curbs, and natural areas that are mulched and expansion joints will be kept relatively weed free by hand weeding and the use of approved herbicides.

**Pruning (included)**

All shrubs will be pruned as needed during the contracted year. Scheduled cuttings of all native Texas grasses will be agreed upon prior to work beginning. All shrubbery trimmings will be removed and taken offsite for recycling or disposal. All newly planted shrubbery will be lightly pruned to encourage new growth. All severe cutting of shrubbery (removal of at least one third of plant’s growth) will be at an additional charge.

All trees in landscaped areas will be pruned of low hanging limbs across roadways, trails, playscapes and playgrounds, and sidewalk areas. This includes a height to measure eight feet from the base of the tree trunk and no greater than 2" in caliper. In addition, following completion of the work described in the attached Exhibits "B" and "C", ~~all trees on the Properties shall regularly be trimmed as needed to maintain the health and appearance of the trees and surrounding landscaping and vegetation. (After completion of the work described in Exhibits "B" and "C," removal of dead trees or of 33% or more of any tree shall not be included in recurring monthly services.)~~ TW

**Chemical Treatments - Fertilization, Weed Control, Herbicide, and Fire Ant Control (included)**

Chemical treatments will include fertilization using a slow release fertilizer to be applied to turf 3 times per year and twice per year for shrubs. Pre-emergent and post-emergent will each be applied 2 times per year for turf and once per year for shrubs. As needed, appropriate herbicide will be used to control weeds and invasive grasses..

Mound spot treatment for fire ants shall be performed as needed during maintenance visits.

Any additional chemical treatments will be an extra cost to the agreement.

**Irrigation Inspections and Reports**

Prior to beginning work on the Properties, irrigation systems, where located, will be evaluated by the Contractor to determine condition. A written evaluation will be provided to the City Administrator along with appropriate suggestions and proposals for repairs. The City agrees to be financially responsible to repair and/or replace components on a timely basis. The cost of the initial irrigation survey is included in this agreement at no additional charge; however, any repairs to be performed by Contractor will be extra cost to be determined and agreed by the City and Contractor. Monthly irrigation inspections, checks, and reporting are ~~also included in this agreement at no additional cost~~, with findings to be submitted TW electronically to the City Administrator. T80.

Irrigation damages caused by Clean Scapes crews will be repaired at no charge to the City. Other irrigation repairs from damages caused by vandalism, acts of God (fire, freezing, tornadoes, flooding, earthquakes, etc.); power loss; and damage by wildlife shall be an additional cost if performed by Contractor. With this in mind, all irrigation repairs are outside the contract price; proposals and pricing for any such work to be furnished by Clean Scapes shall be submitted to the City for approval.

The City acknowledges current drought conditions in Central Texas and its subsequent watering restrictions and agrees to abide by stated water restriction mandates as issued by its governing agency.

**Mulch (*extra charge*)**

At the additional charge provided in this paragraph, Contractor will install native Texas hardwood mulch to shrubbery beds, tree rings, and other specified areas as requested, generally in spring or summer and/or fall or winter. The price for this work is an amount up to \$2,970.00, based on up to 540 bags at \$5.50 per bag with the exact amount adjusted based on actual number of bags used.

**Work by Others**

The following tasks are specifically excluded from this contract and considered “work by others” in all circumstances:

- Ornamental fountain and water feature design, installation, inspection, cleaning, maintenance, and repairs. This includes pumps, foot valves, screens, fans, controls, mechanical gauges, and lights;
- Freeze protection from the irrigation connection back to the pump;
- Water feature maintenance (including, but not limited to water quality ponds, lakes, wet ponds, swimming pools, etc.), silt removal, scientific testing, gabion cleaning/repairs/replacement, aquatic plant maintenance and management (including invasive species) and aquatic pest control;
- Exterior landscape lighting including maintenance, testing, repair, and replacement;
- Interior plants;
- Holiday decorations;
- Removal and disposal of animal waste, debris, and carcasses;
- Removal and disposal of tobacco debris outside of normal service process.

Should any of these tasks be requested or required in a landscaping maintenance agreement, we will subcontract these services to an experienced, licensed third party at a charge to include the subcontractor’s fee along with an appropriate administrative fee.

**Additional Work**

The attached Exhibits “B” and “C” set out additional work to be performed by Clean Scapes on a non-recurring basis together with the price payable for the additional tree maintenance work, in the City park and at the City entrance signs, respectively described in such Exhibits. Payment for the work at the price provided shall be due with the next regular monthly payment due following completion of such work.

## **General**

Clean Scapes mailing address is PO Box 203070, Austin, TX 78720. The office phone number is 512-448-1094, fax number is 512-448-9590.

Clean Scapes physical address is 2631 Kramer Lane, Austin, TX 78758.

All Clean Scapes employees are drug-tested, e-verified, and legally authorized to work in the United States.

All Clean Scapes crews have a crew leader with direct communication to area managers. All Clean Scapes field employees will be uniformed and easily recognized by you and your staff.

Clean Scapes management will be responsible for any plant damage caused by our crews.

General liability insurance coverage in an amount not less than \$1,000,000 per occurrence will be in force at all times, providing for the City to be an additional insured. An insurance certificate will be provided upon contract execution.

Severe weather clean-up is not included in this agreement. We will be available for this service at an additional charge to the contract provided our crews can safely access the property. Severe weather includes, but is not limited to, ice storms, hail storms, wind storms, tornadoes, earthquakes, hurricanes, wild fires, or flooding. As a proven courtesy, our contract customers always receive preferential treatment for this service. Snow removal, ice removal, and clean-up of residual de-icing materials are excluded from this agreement. These services are available at an additional cost to the contract.

Damages caused by native wildlife will be excluded from this agreement.

During the non-cutting season, the property will be visited and serviced. At that time, the property will be policed and blown. Windblown trash and debris will continue to be removed from the property during these visits.

The City will approve all additional tasks before work begins.

This agreement will automatically renew for an additional one year term following the completion of the initial term unless either party provides notice of an intention to terminate or not renew. This agreement may be terminated at any time by the City effective the first day of the month that is not less than 30 days after the date written notice of termination is provided to Contractor.

Either party may terminate this agreement in the event that the other defaults in timely making any payment due and such default continues for seven (7) days after written notice of default is provided by the non-defaulting party to the defaulting party.

**Term of the Agreement**

Subject to the provisions for early termination, the duration of this agreement is 1 year, commencing on April 10, 2018. All straight time labor and materials for mowing, weeding, trimming, and listed chemical treatments are included in this agreement.

**Price of the Work (*tax-exempt*): \$3,990.27 per month**

Approved: Initials: fm

**Additional Items (Extra Charge):**

**Mulch** up to \$2,970.00 (depending on volume of materials)

Approved: Initials: fm

**Irrigation Check, Inspections and Reports**

**Only as included in regular monthly cost of \$3,990.27**

Approved: Initials: fm

**One-Time work (clean up) N/A**

**Arbor Care \$16,700 for work described in Exhibits "B" and "C" and thereafter only as included in regular monthly cost of \$3,990.27**

Approved: Initials: fm

**Payments**

- 1) If the City defaults or fails to make any installment payment when due or otherwise terminates this agreement for any reason other than Contractor's default, the Contractor shall cease working and render an invoice adjusted in the manner hereinafter set out:
  - a) The amount owing for regular monthly services for the contract year of termination shall be adjusted according to the Contractor's reasonable

projected costs of labor and materials left to be supplied under this agreement for the remainder of the contract year of termination. The resulting amount then due shall be the amount then unpaid of the proportion of the price of all discrete items of work to be performed for the contract year equal to the proportion of all such work then completed at the time of termination. Any unpaid amounts owing for completed work described on Exhibits B and C shall also be due and owing. In the event that any work described on Exhibits B or C has partially been performed at the time of termination, the City shall pay to Contractor the proportion of the price for such work equal to the proportion of the work completed.

- b) The City acknowledges that the work to be performed by the Contractor under this agreement varies with the seasons of the year and the amount of each periodic installment bears no relationship to the amount of time of work actually performed by the Contractor during that specific period of time.
- c) The City shall pay the reasonably determined balance due on the invoice as adjusted within 30 days of it being rendered by the Contractor, thereafter the balance of the invoice as adjusted shall accrue interest at the rate of 1.5 percent per month until paid.
- d) Payments will be made to:  
Clean Scapes  
PO Box 203070  
Austin, TX 78720  
  
If needed, deliveries may be made to:  
Clean Scapes  
2631 Kramer Lane  
Austin, TX 78758
- e) The prevailing party shall be entitled to recover reasonable attorney's fees and costs incurred in enforcing this agreement.

2) If the City terminates this agreement as a result of a default of Contractor, the City shall be entitled to a refund of any overpayment, if any, resulting from subtracting the total amount paid by the City to Contractor from the cost of the work performed prior to termination as determined in accordance with subsection 1(a) of this Payments section.

#### **Limited Warranty**

Contractor warrants only that if the work covered by the agreement is not as specified or is not performed in a good and workmanlike manner, Contractor shall, in lieu of all remedies, without charge, use such materials and labor as are necessary to correct the work. This warranty runs only to the City and is effective only if written notice of a claim is delivered to the Contractor and the City is not in default under any of the payment provisions of the agreement. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE EXCLUDED.

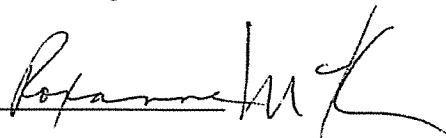
#### **Limitation of Remedy**

CONTRACTOR is responsible only for damages to property or injury to person caused by CONTRACTOR. CONTRACTOR is not responsible for any consequential or economic loss of damages caused by the City.

#### **ENTIRE AGREEMENT**

This agreement represents the entire contract between the parties. No verbal agreements, condition or representations are valid unless appearing on both copies. All modifications must be in writing and acknowledged by the Contractor and the City. This agreement is to be governed by the laws of the State of Texas and is binding upon the heirs, personal representatives, successors, and assigns of the parties.

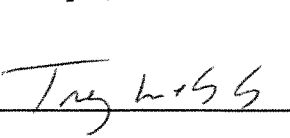
City of Rollingwood:

By: 

Title: Mayor

Date: 4/10/18

Clean Scapes, LP:

By: 

Title: Director of Sales & Marketing

Date: 4/13/18



# Exhibit A

3/16/2018

Google Maps

Google Maps CLEANSAPES Contract

Area within the BLUE line is included in Cleanscapes maintenance contract. Areas within the RED line are to be excluded from contractual responsibility.

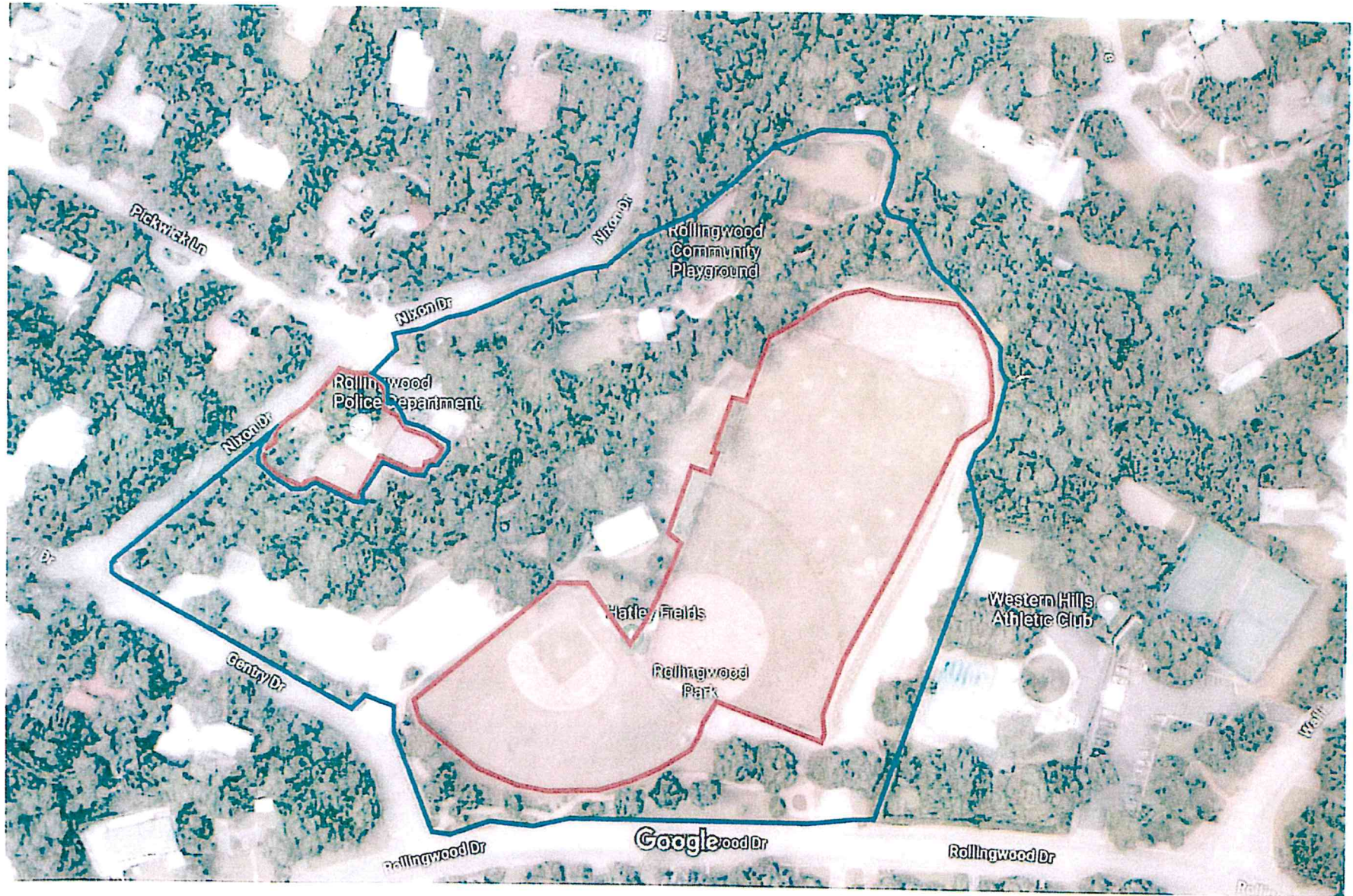


Exhibit A

Imagery ©2018 Google, Map data ©2018 Google 100 ft

<https://www.google.com/maps/@30.2756669,-97.7875902,270m/data=!3m1!1e3>



# Exhibit B (1 of 6)

## ESTIMATE ONLY

**Clean Scapes**  
LANDSCAPING

**Property** Rollingwood Entrance Signs  
**Address** 2 Sites  
**City** Austin  
**Reference No**

**Description** Sign Clearance -Tree Trimming and Removals  
**Customer Name**  
**Customer Email**  
**Owner/Purchaser** City of Rollingwood

Description	Cost
<b>Location: SIGN NEAR ZILKER &amp; CLUBHOUSE (NEAR 2400 ROLLINGWOOD DR)</b>	
_Remove 11 inch Live Oak growing over sign - marked with orange flagging	720.00
_Raise canopy of nearby oak to 14 ft. for better sign visibility and vehicular clearance	450.00
+ Remove deadwood, 1" in diameter and larger	
<b>Location: SIGN NEAR EDGE GROVE DR &amp; SOUTHCREST DR</b>	
_Remove approximately 10 trees w/ orange flagging for better sign and RTW clearance	3,540.00
+ Prune approximately 15 nearby trees for better sign and RTW clearance	
_Chip, haul off, and dispose of debris in an environmentally friendly manner	

**General provisions:** ~~Estimate valid for 90 days. Individual pricing may be subject to change if estimate is not accepted in its entirety.~~ Clean Scapes proposes to furnish all materials and perform all labor necessary for the completion of the above referenced project in compliance with Clean Scapes ("Contractor") Specifications ("Specifications") and as provided above. Deadwood removal limited to safely attainable heights. Please let us know if you have any questions about specific material to be removed. All work to be performed during normal business hours.

Subtotal \$ 4,710.00  
Tax ~~\$ 388.58~~  
Total ~~\$ 5,098.58~~

Clean Scapes

**Printed Name** Jason Dremsa  
**Title** Certified Arborist, TX-4080A  
**Date** 10/2/2017

Purchaser

**Approval Signature**  
**Printed Name**  
**Date**

*Roxanne McKee*  
Roxanne McKee  
Mayor, City of Rollingwood  
4/10/18

Clean Scapes, LP - PO Box 203070 - Austin, TX 78720 - (512)-448-1094

3/16/2018

Google Maps

Area within BLUE is included in Cleanscapes contract.

Google Maps



Exhibit B (2 of 6)

Imagery ©2018 Google, Map data ©2018 Google 20 ft

<https://www.google.com/maps/@30.2719597,-97.7888596,97m/data=!3m1!1e3>

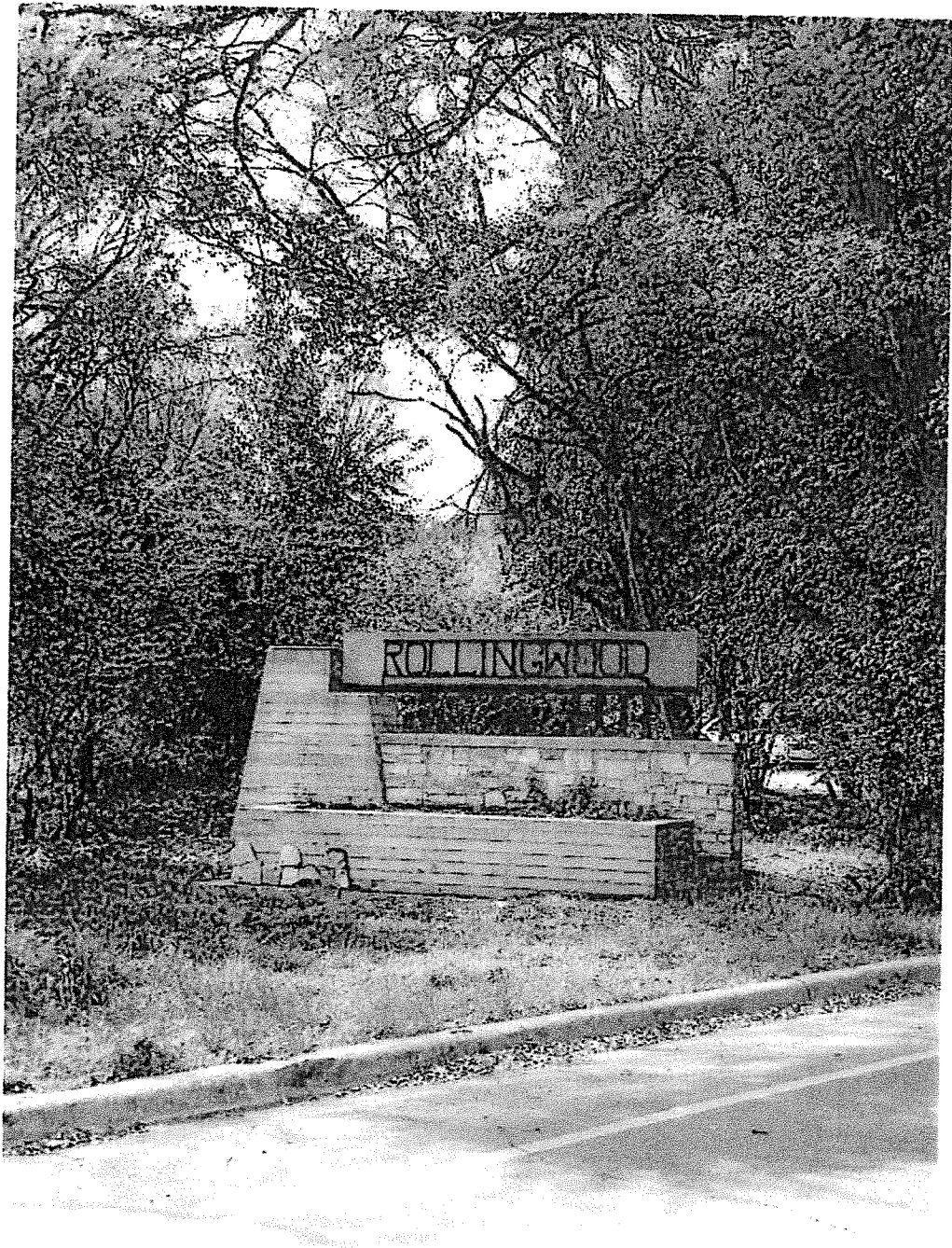


Exhibit B (3 of 6)



3/16/2018

Google Maps

Areas within BLUE line is included in  
Cleanscapes contract.

Google Maps



Exhibit B (4 of 6)

<https://www.google.com/maps/@30.2698321,-97.7805957,67m/data=!3m1!1e3>

Imagery ©2018 Google, Map data ©2018 Google 20 ft





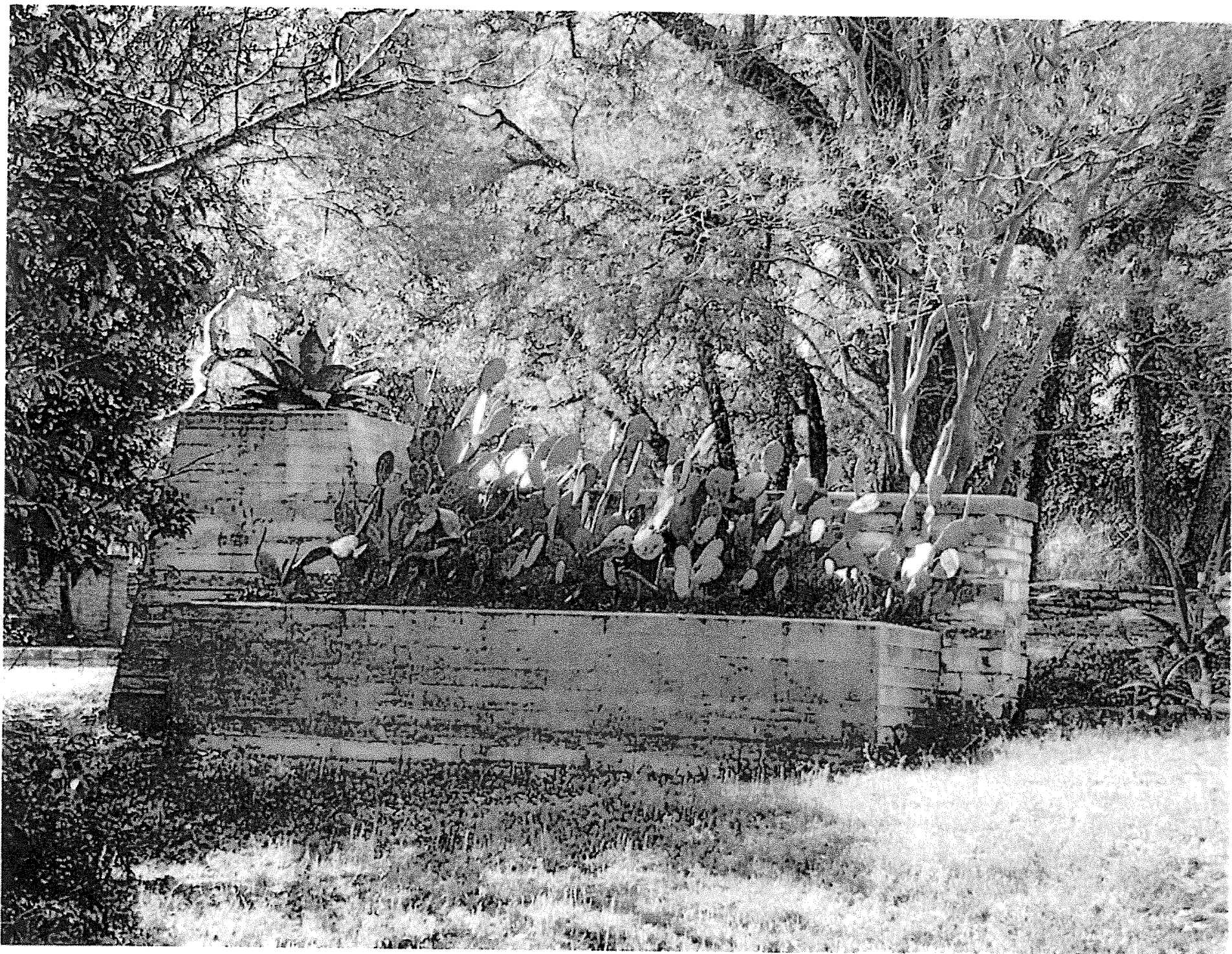


EXHIBIT D 16016

# Exhibit C

## ESTIMATE ONLY



<b>Property</b>	Rollingwood - Park/Playground	<b>Description</b>	Tree Trimming and Removals
<b>Address</b>	403 Nixon Dr	<b>Customer Name</b>	
<b>City</b>	Austin	<b>Customer Email</b>	
<b>Reference No</b>		<b>Owner/Purchaser</b>	City of Rollingwood

Description	Cost
Location: UPPER PARK:	
_Provide 3-5' building and roof clearance (includes all mechanical equipment)	4,460.00
+ Raise canopies to provide better pedestrian and vehicular clearance	
+ Remove deadwood, 1" in diameter and larger	
+ Remove Chinaberries along norther park edge ~ 10 with orange flagging	
 _Remove 1 hazardous tree near playground marked with green flagging-includes stump grinding	1,020.00
Location: LOWER PARK:	
_Provide 3-5' building and roof clearance (includes all mechanical equipment)	2,970.00
+ Raise canopies to provide better pedestrian and vehicular clearance	
+ Remove deadwood, 1" in diameter and larger	
+ Remove trees along park edge ~ 15 w/ orange flagging, stump grind inside fence	
Location: NIXON DR. - PICKWICK LN TO PARK HILLS DR (EAST SIDE)	
_Raise canopies over road to provide better vehicular clearance - 14 ft.	900.00
+ Remove deadwood, 1" in diameter and larger	
Location: STAIRCASE FROM UPPER TO LOWER PARK	
_Raise canopies over staircase to provide better pedestrian clearance	660.00
+ Remove deadwood, 1" in diameter and larger	
OPTION #1 - Location: NEAR TEMP. OFFICE TO NIXON DR	
_Raise canopies to provide better pedestrian and vehicular clearance	1,980.00
+ Remove deadwood, 1" in diameter and larger	
 _Chip, haul off, and dispose of debris in an environmentally friendly manner.	

**General provisions:** Estimate valid for 90 days. Individual pricing may be subject to change if estimate is not accepted in its entirety. Clean Scapes proposes to furnish all materials and perform all labor necessary for the completion of the above referenced project in compliance with Clean Scapes ("Contractor") Specifications ("Specifications") and as provided above. Deadwood removal limited to safely attainable heights. Please let us know if you have any questions about specific material to be removed. All work to be performed during normal business hours.

Subtotal	\$ 11,990.00
Tax	\$ 989.16
<b>Total</b>	<b>\$ 12,979.16</b>

Clean Scapes

Printed Name Jason Dremsa

Title Certified Arborist. TX-4080A

Date 10/2/2017

Purchaser

Approval Signature

Printed Name

Date

*Roxanne McKee*  
Roxanne McKee  
 Mayor, City of Rollingwood  
 4/10/18

Clean Scapes, LP - PO Box 203070 - Austin, TX 78720 - (512)-448-1094