



STANDARD AGREEMENT

(Version 9-22-2023)

This AGREEMENT (“Agreement”) is entered by and between **Seril, Inc. dba Houston Grotech** (“Contractor”), located at **9519 Carousel Lane, Houston, Tx 77080** and the **City of League City** (“City”), a home-rule municipality, located at 300 W. Walker St., League City, Texas 77573 on the date set forth below.

Terms:

1. **Scope of Services:** Contractor will perform the services and/or provide the products as set forth in **Exhibit A**, which is attached and incorporated herein, and which can be generally described as **ITB 24-013 Manicured Mowing Service**. If there is a conflict between the terms of this Agreement and Exhibit A, the terms of this Agreement will prevail.
2. **Term and Termination:** This Agreement shall commence on **May 1, 2024** and shall expire on **April 30, 2026**. The period from commencement to expiration is the Contract Term. City reserves the right to terminate this Agreement for convenience upon seven (7) days written notice to Contractor. Upon such termination, City shall pay Contractor, at the rate set out in **Exhibit A**, for services satisfactorily performed or products satisfactorily provided up through the date of termination. Notwithstanding any provision in this Agreement to the contrary, City will not be required to pay or reimburse Contractor for any services performed or for expenses incurred by Contractor after the date of the termination notice that could have been avoided or mitigated by Contractor.
3. **Compensation:** Contractor shall be paid for the services/products as set forth in **Exhibit A**. In no event shall the total compensation exceed **\$474,156.00** during the term of this Agreement. City shall tender payment (including progress/partial payments) for services/goods only after such services are completed or goods are delivered and are deemed to be acceptable under this Agreement, in the sole reasonable discretion of City. Contractor must submit to City invoices for all goods delivered and services provided, which invoices must include details and dates of service or delivery. Payment by City shall be made within thirty (30) days of receipt of an invoice, except for any portion of the invoiced amount that City disapproves as not compliant under this Agreement, in the sole reasonable discretion of City. If City disapproves any amount submitted for payment by Contractor, City shall give Contractor specific reasons for disapproval in writing.
4. **Insurance:** Contractor is required during the Contract Term to maintain insurance as follows: (a) Comprehensive General Commercial Liability insurance covering bodily injury and property damage, with minimum coverage limits—exclusive of defense costs—of \$1,000,000 per occurrence and \$2,000,000 aggregate; (b) If Contractor will provide City “professional services,” as that term is used in Chapter 252 of the Texas Local Government Code, Professional Liability (errors and omissions/malpractice) insurance with minimum coverage limits—exclusive of defense costs—of \$2,000,000 per occurrence; and (c) If at any point during the Contract Term it is foreseeable that Contractor will enter upon City premises: (i) Worker’s Compensation coverage with statutory limits for the State of Texas, and (ii) Commercial Automobile Liability coverage with minimum coverage limits—exclusive of defense costs—of \$1,000,000 per occurrence and

\$2,000,000 aggregate. All policies must contain a waiver of subrogation against City. Comprehensive General Liability and Commercial Automobile Liability policies must name the City as Additional Insured. Contractor shall pay all insurance deductibles and deductibles must not exceed \$10,000 unless approved in advance by City. Contractor shall provide City Certificates of Insurance evidencing these insurance requirements prior to the start of work.

5. **Liquidated Damages:** Liquidated damages **are** applicable to this transaction. Contractor acknowledges that time is of the essence in performing this Agreement. City and Contractor (collectively, the “Parties”) agree that if Contractor is late in performing any obligation of this Agreement, City will suffer loss, damages, or other harm from Contractor’s delay. The Parties agree that the amount of loss, damages, or harm likely to be incurred is incapable or difficult to precisely estimate, and therefore Contractor agrees to pay City liquidated damages for delay at a daily rate equal to the total compensation allowed under the Agreement divided by the number of days in the Contract Term. The Parties further agree that: (i) the liquidated damages specified herein are not a penalty but rather bear a reasonable relationship to, and is not plainly or grossly disproportionate to, the probable loss likely to be incurred by City as a result of Contractor’s delay; (ii) one of the reasons for City and Contractor to agree to such amounts is the uncertainty and cost of litigation regarding the question of actual damages; and (iii) City and Contractor are sophisticated business parties and negotiated this Agreement at arm’s length.
6. **Independent Contractor:** Contractor is an independent contractor and is not an employee, partner, joint venture, or agent of City. Contractor understands and agrees that he/she will not be entitled to any benefits generally available to City employees. Contractor shall be responsible for all expenses necessary to carry out the services under this Agreement and shall not be reimbursed by City for such expenses except as otherwise provided in this Agreement.
7. **Intellectual Property:** This Agreement shall be an Agreement for services and the parties intend and consider any work created as a result of this Agreement, including any and all documentation, images, products or results, to be a work (the “Work”) for hire under federal copyright law. Ownership of the Work shall belong to and remain the exclusive property of City. The Work may be edited at any time within City’s discretion. If the Work would not be considered a work-for-hire under applicable law, Contractor hereby assigns, transfers, and conveys any and all rights, title and interest to City, including without limitation all copyrights, patents, rights of reproduction, rights to ownership, and right to secure registrations, renewals, reissues and extensions thereof. As the sole copyright holder of the Work, City maintains and asserts the rights to use, reproduce, make derivative works from, and/or edit the Work in any form of medium, expression or technology now known or hereafter developed, at any time within City’s discretion. Contractor shall not sell, disclose or obtain any other compensation for the services provided herein or the Work. If the Work is one to which the provisions of 17 U.S.C. § 106A apply, Contractor hereby waives and appoints City to assert on Contractor's behalf Contractor's moral rights or any equivalent rights regarding the form or extent of any alteration to the Work (including, without limitation, removal or destruction) or the making of any derivative works based on the Work, including, without limitation, photographs, drawings or other visual reproductions of the work, in any medium, for City’s purposes.
8. **Confidentiality:** During the course of the services to be provided under this Agreement, Contractor may become privy to confidential information of City. Contractor agrees to treat as confidential the information or knowledge that becomes known to Contractor during performance of this Agreement and to not use, copy, or disclose such information to any third party unless authorized in writing by City. This provision does not restrict the disclosure of any

information that is required to be disclosed under applicable law. Contractor shall promptly notify City of any misuse or unauthorized disclosure of City's confidential information and upon expiration of this Agreement shall return to City all confidential information in Contractor's possession or control. Contractor shall further comply with all information security policies of City that may apply and shall not make any press releases, public statements or advertisement referring to the services provided under this Agreement or the engagement of Contractor without the prior written approval of City.

9. **Warranties and Representations:** Contractor warrants and agrees that Contractor shall perform its services and conduct all operations in conformity with all applicable federal, state, and local laws, rules, regulations, and ordinances. For any service performed on premises owned or controlled by City, Contractor warrants and agrees that Contractor will perform said services in compliance with all City rules, including but not limited to, prohibitions related to tobacco use, alcohol, and other drugs.
10. **Licenses/Certifications:** Contractor represents and warrants that it will obtain and maintain in effect, and pay the cost of, all licenses, permits or certifications that may be necessary for Contractor's performance of this Agreement. If Contractor is a business entity, Contractor warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its formation; and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver the Agreement and is authorized to execute this Agreement according to its terms on behalf of Contractor.
11. **Performance/Qualifications:** Contractor agrees and represents that Contractor has the personnel, experience, and knowledge necessary to qualify Contractor for the particular duties to be performed under this Agreement. Contractor warrants that all services performed under this Agreement shall be performed consistent with generally prevailing professional or industry standards.
12. **Conflict of Interest:** Contractor warrants, represents, and agrees that Contractor presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of the services hereunder. Contractor further warrants and affirms that no relationship or affiliation exists between Contractor and City that could be construed as a conflict of interest with regard to this Agreement.
13. **INDEMNIFICATION: CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS CITY , AND EACH OF ITS OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES AND LIABILITIES, INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES AND REASONABLE LITIGATION COSTS, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF CONTRACTOR OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF CONTRACTOR IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT, TO THE EXTENT THE CLAIM ARISES FROM**

NEGLIGENCE, WILLFUL ACT, BREACH OF CONTRACT OR VIOLATION OF LAW.

14. **Force Majeure:** Neither City nor Contractor shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising solely from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by the exercise of due diligence.
15. **Notices:** Any notice given under this Agreement by either party to the other may be affected either by personal delivery in writing or by mail, registered or certified postage prepaid with return receipt requested. Mailed notices shall be addressed to the addresses of the Parties as they appear in the contract. Notices delivered personally shall be deemed communicated at the time of actual receipt. Mailed notices shall be deemed communicated three (3) days after mailing.
16. **Texas Family Code Child Support Certification:** Pursuant to Section 231.006 of the Texas Family Code, Contractor certifies that it is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated, and payment may be withheld if this certification is inaccurate.
17. **State and/or City Auditor:** Contractor understands that acceptance of funds under the Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency or the City's internal auditor (collectively, the "Auditor"), to conduct an audit or investigation in connection with those funds. Contractor agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. Contractor will include this provision in all contracts with permitted subcontractors.
18. **Jurisdiction:** Any disputes under this Agreement shall be brought in a court of competent jurisdiction in Galveston, Texas and governed by Texas law.
19. **Alternative Dispute Resolution:** To the extent that Chapter 2260, Texas Government Code, is applicable to this Contract and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General Pursuant to Chapter 2260, shall be used by City and Contractor to attempt to resolve any claim for breach of contract made by Contractor that cannot be resolved in the ordinary course of business. The Director of Finance of City shall examine Contractor's claim and any counterclaim and negotiate with Contractor in an effort to resolve such claims. This provision shall not be construed as a waiver by City of its right to seek redress in the courts.
20. **Entire Agreement:** This Agreement contains the entire understanding between the Parties and supersedes all prior agreements, arrangements, and understanding, oral or written between the Parties relating to this Agreement. This Agreement may not be modified except by mutual written agreement of the Parties executed subsequent to this Agreement.
21. **Eligibility to Receive Payment:** Contractor certifies that, as a matter of state law, it is not ineligible to receive the Agreement and payments pursuant to the Agreement and acknowledges that the Agreement may be terminated, and payment withheld if this representation is inaccurate.
22. **Payment of Debt/Delinquency to State:** Contractor certifies that it is not indebted to the City of League City and is current on all taxes owed to the City of League City. Contractor agrees that any payments owing to Contractor under the Agreement may be applied directly toward any debt

or delinquency that Contractor owes the City of League City regardless of when it arises, until such debt or delinquency is paid in full.

23. **Products and Materials Produced in Texas:** If Contractor will provide services under the Agreement, Contractor covenants and agrees that in performing its duties and obligations under the Agreement, it will purchase products and materials produced in Texas when such products and materials are available at a price and delivery time comparable to products and materials produced outside of Texas.
24. **Risk of Loss:** If applicable, all work performed by Contractor pursuant to the Agreement will be at Contractor's exclusive risk until final and complete acceptance of the work by City. In the case of any loss or damage to the work prior to City's acceptance, bearing such loss or damage will be Contractor's responsibility.
25. **Publicity:** Contractor shall not use City's name, logo or likeness in any press release, marketing materials or other public announcement without receiving City's prior written approval.
26. **Legal Construction/Severability:** In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in it. To this end, the provisions of this Agreement are declared to be severable. The Parties may mutually agree to renegotiate the Agreement to cure such illegality/invalidity or unconstitutionality if such may be reasonably accomplished.
27. **Limitations:** The Parties are aware that there are constitutional and statutory limitations on the authority of City to enter into certain terms and conditions of the Agreement, including, but not limited to, those terms and conditions relating to liens on City's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"). Any terms and conditions related to the Limitations will not be binding on City except to the extent authorized by the laws and Constitution of the State of Texas.
28. **Sovereign Immunity:** The Parties agree that neither the execution of the Agreement by City nor any other conduct, action or inaction of any City representative relating to the Agreement constitutes a waiver of sovereign immunity by City. The Parties also agree that this Agreement constitutes a governmental function and is not a proprietary function.
29. **Authority:** The Parties stipulate that in entering into this Agreement, the City is performing a solely governmental function and not a proprietary function. Contractor warrants and represents that Contractor has full power and authority to enter into and perform this Agreement and to make the grant of rights contained herein. The person signing on behalf of City represents that he/she has authority to sign this Agreement on behalf of City.
30. **Non-Waiver:** The Parties specifically agree that neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by Contractor. No covenant or condition of this Agreement may be waived except

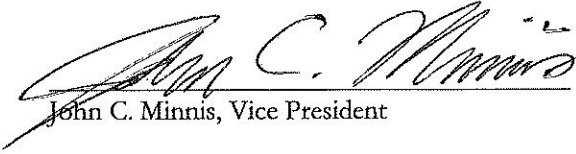
by written consent of the waiving party. Forbearance or indulgence by one party in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the other party.

31. **Prohibitions Pursuant to Texas Government Code:** By executing this Agreement Contractor verifies that Contractor (1) does not boycott Israel and will not during the term of this Agreement per Section 2274.002; (2) is not engaged in business with Iran, Sudan, or any company on the list referenced in Section 2252.152; (3) does not boycott energy companies and will not during the term of this Agreement per 2274.002; and (4) does not have a practice, policy, guidance, or directive of this Agreement against a firearm entity or firearm trade association and will not during the term of this Agreement per 2274.002.

(signature block on next page)

Executed on April 29, 2024. (date to be filled in by City Secretary)

SERIL, INC. DBA HOUSTON GROTECH - "Contractor"


John C. Minnis, Vice President

CITY OF LEAGUE CITY - "City"

DocuSigned by:

John Baumgartner, City Manager

Attest:

DocuSigned by:

Diana Stapp, City Secretary

Approved as to Form:

DocuSigned by:

Office of the City Attorney

Exhibit A

Scope of Services/Description of Products/Payment Schedule

(There are **17** pages for Exhibit A, including this page)

“See Next Page”

RFP 24-013**Manicured Mowing Services – Public Works**

• **Fertilizing:** Fertilize landscape with a well-balanced, slow-release fertilizer as required to provide vigorous deep rooting and a healthy green appearance year around. All label rates and application instruction on the fertilizer containers are to be followed. All spills of fertilizer are to be reported as soon as possible. Care is to be taken not to burn the plants. Submit a fertilizer schedule listing proposed material, application rates and application times prior to performing work. Proposer is to coordinate with City when Proposer expects to use fertilizer, “weed and feed” products, etc. so that these applications can be followed by City irrigation and/or manual watering.

• **Seeding, and Hydroseeding:** All seed must meet the requirements of the Texas Seed Law FDA Chapter 61 including the labeling requirements for showing pure live seed (PLS = purity x germination), name and type of seed. The species and varieties of seed to be from among the types of specified in Tables 1A and 1B of Item 164 of the Texas Department of Transportation (TxDOT) Specifications or as recommended by the City Representative. All water used to fill Hydro seeders must use a hydrant meter to report all water used for Hydroseeding. All seed, hydro mulch, and fertilizer for hydroseeding must be approved by the City Representative.

Proposal Cost Sheet**DUE DATE:****EXHIBIT B.1 STREETS**

Item No.	Name	Address	Estimated Area in Acres	Amount for One Cycle	Estimated No. of Cycles	Estimated Annual Cost
B.1-001	FM 2094 MEDIANS LAWRENCE	Enterprise Ave to Lawrence Rd	4.24 acres	\$ 260.00	30	\$ 7,800.00
B.1-002	FM 2094 HS	2305 E Main Street	0.25 acres	\$ 12.00	30	\$ 360.00
B.1-003	FM 2094 DAVIS TO CONSTELLATION	Davis Rd to Constellation Blvd	0.59 acres	\$ 23.00	30	\$ 690.00
B.1-004	MARINA BAY UTILITY	2651 FM 2094	0.21 acres	\$ 36.00	30	\$ 1,080.00
B.1-005	MARINA WAY	2156 Marina Way	0.19 acres	\$ 10.00	30	\$ 300.00
B.1-006	DAVIS RD	103 Davis Rd north to Lake Front Dr	0.39 acres	\$ 5.00	30	\$ 150.00
B.1-007	FM 518 ROW (FM 2094-LAWRENCE RD)	FM 2094 to Lawrence Rd	14.51 acres	\$ 450.00	30	\$ 13,500.00

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B.1-008	WEST MAIN LANDING	2700 W Main Street	0.54 acres	\$ 15.00	30	\$ 450.00
B.1-009	FM 518 MAGNOLIA CREEK	5929 W Main Street	0.26 acres	\$ 10.00	30	\$ 300.00
B.1-010	FM 518 COUNTRY LANE	5960 W Main Street	0.19 acres	\$ 10.00	30	\$ 300.00
B.1-011	LCP HWY 3 TO 45	I-45 to Dickinson Ave	8.75 acres	\$ 350.00	30	\$ 10,500.00
B.1-012	LCP I 45 TO MAGNOLIA CREEK	Tuscarora Ct to I-45	5.37 acres	\$ 350.00	30	\$ 10,500.00
B.1-013	LCP MEDIANS - COLUMBIA TO 146	Columbia Memorial Pkwy to FM 146	2.59 acres	\$ 130.00	30	\$ 3,900.00
B.1-014	LCP - MAG CREEK	Misty Trails Lane west along Electrical Corridor	0.53 acres	\$ 25.00	30	\$ 750.00
B.1-015	LCP INTERURBAN	551 W League City Pkwy	0.22 acres	\$ 10.00	30	\$ 300.00
B.1-016	LCP- DICKINSON EXIT	Dickinson Ave and LCP	0.83 acres	\$ 10.00	30	\$ 300.00
B.1-017	LCP I45 UTILITY CORRIDOR	I-45 to Link Rd	0.73 acres	\$ 30.00	30	\$ 900.00
B.1-018	BAY RIDGE MEDIANS	Sand Reef Ln to LCP	0.38 acres	\$ 35.00	30	\$ 1,050.00
B.1-019	VILLAGE WAY	Bishops Bridge north along Village Way	2.3 acres	\$ 30.00	30	\$ 900.00
B.1-020	SOUTH SHORE BLVD MEDIANS 96 TO 646	2585 E League City Parkway south to FM 646	0.54 acres	\$ 10.00	30	\$ 300.00
B.1-021	AUSTIN ST	Between Via Belterra Lane and Broad Bay Lane	0.20 acres	\$ 10.00	30	\$ 300.00
B.1-022	LOUISIANA MEDIAN	2011 Louisiana Ave	0.08 acres	\$ 10.00	30	\$ 300.0
B.1-023	FM 270 CANAL TO CREEK	FM 270 Clear Creek southward	6.92 acres	\$ 240.00	30	\$ 7,200.00
B.1-024	FM 270 FIVE CORNERS	FM 270 at FM 2094 and FM 518	0.83 acres	\$ 25.00	30	\$ 750.00
B.1-025	ELLEN AVE	Ellen Ave and Webster Street	0.21 acres	\$ 10.00	30	\$ 300.00
B.1-026	TEXAS - POWER	Texas Ave and Power Street	0.30 acres	\$ 35.00	30	\$ 1,050.00
B.1-027	HWY 3 - WAKEFIELD	Byron Street to Country Park Drive	0.47 acres	\$ 12.00	30	\$ 360.00
B.1-028	HWY 3 - HOUSTON AVE	900 TX-3 N	0.16 acres	\$ 10.00	30	\$ 300.00
B.1-029	E WALKER RAILROAD	311 E Walker	0.02 acres	\$ 10.00	30	\$ 300.00
B.1-030	WALKER MEDIANS	1114 W League City Pkwy to Kesslers Crossing	0.68 acres	\$ 50.00	30	\$ 1,500.00

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Manicured Mowing Services – Public Works

B.1-031	WALKER ST LC	600 W Walker St	0.11 acres	\$ 10.00	30	\$ 300.00
B.1-032	WALKER UTILITY SPORTSPLEX	2200 W Walker St	0.02 acres	\$ 10.00	30	\$ 300.00
B.1-033	WALKER ST - SOUTH 646	3155 W Walker St	0.16 acres	\$ 10.00	30	\$ 300.00
B.1-034	MEADOWLARK UTILITY	Meadowlark Ln south of FM 96	0.25 acres	\$ 10.00	30	\$ 300.00
B.1-035	PECAN GROVE UTILITY	Pecan Orchard Rd south of FM 96	0.24 acres	\$ 10.00	30	\$ 300.00
B.1-036	LEISURE LN UTILITY	Leisure Lane south of FM 96	0.22 acres	\$ 10.00	30	\$ 300.00
B.1-037	WESLEY MEDIANS	I-45 to FM 518 W Main St	0.23 acres	\$ 10.00	30	\$ 300.00
B.1-038	WESLEY GUARD RAILS	298 Wesley Drive	0.05 acres	\$ 10.00	30	\$300.00
B.1-039	PECAN FOREST MEDIAN	100 Pecan Drive	0.15 acres	\$ 5.00	30	\$ 150.00
B.1-040	CALDER RD (FM 518 TO I 45)	1021 W Main Street to Center Pointe Dr	2.07 acres	\$ 90.00	30	\$ 2,700.00
B.1-041	LINK RD MEDIANS	I-45 To FM 96 League City Parkway	0.27 acres	\$ 15.00	30	\$ 450.00
B.1-042	CALDER ROUNDABOUT	Calder Dr and Turner St	0.07 acres	\$ 15.00	30	\$ 450.00
B.1-043	BUTLER ROUNDABOUT	Turner Road and Butler Rd	0.11 acres	\$15.00	30	\$ 450.00
B.1-044	BIG LEAGUE DREAMS PKWY ROW	Calder Drive to I-45	1.88 acres	\$ 55.00	30	\$ 1,650.00
B.1-045	BLD DETENTION POND	1150 Big League Dreams Pkwy	3.34 acres	\$ 35.00	30	\$ 1,050.00
B.1-046	ERVIN MEDIANS	Hobbs Road to Calder Drive	1.39 acres	\$ 45.00	30	\$ 1,350.00
B.1-047	BROOKPORT DRIVE	Marble Cove Dr north toward Pinnacle Park Drive	0.57 acres	\$ 30.00	30	\$ 900.00
B.1-048	FM 646 MEDIANS	1818 FM 646 W to 5600 FM 646 W	4.43 acres	\$ 125.00	30	\$ 3,750.00
B.1-049	CROSS COLONY MEDIAN AT 45	3350 Cross Colony Drive	0.05 acres	\$ 5.00	30	\$ 150.00
B.1-050	CROSS COLONY DRIVE	Next to 3350 Cross Colony Drive	0.05 acres	\$ 5.00	30	\$ 150.00
B.1-051	HOBBS ROAD	400 Hobbs Rd South to Electric Corridor	0.74 acres	\$ 50.00	30	\$ 1,500.00
B.1-052	HOBBS MEDIANS	Aberdeen Drive to FM 96	0.05 acres	\$ 5.00	30	\$ 150.00
B.1-053	HOBBS RD UTILITY	North of Aberdeen Drive and Hobbs Rd	0.13 acres	\$ 10.00	30	\$ 300.00

RFP 24-013**Manicured Mowing Services – Public Works**

B.1-054	LANDING BLVD UTILITY	1109 Landing Blvd	0.25 acres	\$ 10.00	30	\$ 300.00
B.1-055	GREY KIRBY UTILITY	Longspur Lane and Grey Kirby Drive	0.08 acres	\$ 5.00	30	\$ 150.00
B.1-056	MIMOSA CT UTILITY	Aberdeen Dr to Kingsway Drive	0.14 acres	\$ 10.00	30	\$ 300.00
B.1-057	NEWPORT STATION	409 Newport Blvd	0.21 acres	\$ 20.00	30	\$ 600.00
B.1-058	NEWPORT DITCH SIDEWALKS	2102 W Main Street	0.05 acres	\$ 5.00	30	\$ 150.00
B.1-059	ROSS ELEMENTARY SIDEWALK	Stone Bridge Street north to Ross Elementary School	0.21 acres	\$ 5.00	30	\$ 150.00
B.1-060	LANDING POINT	106 Landing Blvd	0.06 acres	\$ 5.00	30	\$ 150.00
B.1-061	PALOMINO MEDIAN	3830 W Main Street north to 700 Palomino Lane	0.47 acres	\$ 30.00	30	\$ 900.00
B.1-062	BAY AREA BLVD MEDIANS	5010 W Main Street north to Grissom Rd	1.3 acres	\$ 5.00	30	\$ 150.00
B.1-063	W NASA	1595 FM 528 south to 3110 W Nasa Rd	5.74 acres	\$ 280.00	30	\$ 8,400.00
B.1-064	JEB STUART PROPERTY	2516 Jeb Stuart	0.07 acres	\$ 5.00	30	\$ 150.00
B.1-065	Butler Rd to Turner St	1325 Turner St	0.54 acres	\$ 30.00	30	\$ 900.00
B.1-066	Calder Dr- South of Ervin St	3535 Calder Drive	1.05 acres	\$ 30.00	30	\$ 900.00
B.1-067	Deer Ridge	1340 Deer Ridge Drive	0.07 acres	\$ 6.00	30	\$ 180.00
B.1-068	Main St at Butler	410 E Main Street	0.38 acres	\$ 5.00	30	\$ 150.00
B.1-069	Grissom Road	4200 Grissom Road	4.08 acres	\$ 180.00	30	\$ 5,400.00
B.1-070	Hobbs Road Medians	2120 Hobbs Road	1.01 acres	\$ 80.00	30	\$ 2,400.00
B.1-071	Bay Area Boulevard City limits	Grissom Rd to Clear Creek	0.41 acres	\$ 10.00	30	\$ 300.00
Subtotal for Exhibit B.1						\$105,870.00

EXHIBIT B.2 WASTEWATER PLANTS AND LIFT STATIONS

RFP 24-013**Manicured Mowing Services – Public Works**

Item No.	Name	Address	Estimated Area in Acres	Amount for One Cycle	Estimated No. of Cycles	Estimated Annual Cost
B.2-001	Dallas Salmon - PLT (In accordance with the Storm Water Multi-Sector General Permit No. - TXR05Q647	703 N. Wisconsin	8.38 acres	\$450.00	30	\$13,500.00
B.2-002	Southwest WRF - PLT (In accordance with the Storm Water Multi-Sector General Permit No. - TXR05Q647	1551 S. Maple Leaf Dr.	14.74 acres	\$ 550.00	30	\$ 16,500.00
B.2-003	Countryside Plant	6125 Bay Area Blvd.	0.18 acres	\$40.00	24	\$960.00
B.2-004	Countryside #1 Lift Station WWTP	5684 W. Main St.	0.14 acres	\$40.00	24	\$960.00
B.2-005	Countryside #2 Lift Station	1002 Summer Place	0.15 acres	\$40.00	24	\$960.00
B.2-006	Hobbs Road Lift Station	322 ½ Hobbs Rd	0.07 acres	\$40.00	24	\$960.00
B.2-007	North Service Area Lift Station	2304 W. Nasa Parkway	0.37 acres	\$40.00	24	\$960.00
B.2-008	Clear Creek Village Lift Station	1741 1/2 Claiborne	0.03 acres	\$40.00	24	\$960.00
B.2-009	Clear Creek Crossing LS	298 Wesley Drive	0.02 acres	\$40.00	24	\$960.00
B.2-010	Lift Station #21	1610 West Main	0.01 acres	\$40.00	24	\$960.00
B.2-011	Dove Meadow 2 Lift Station	3203 Blue Wing	0.16 acres	\$40.00	24	\$960.00
B.2-012	South Hwy. 3 Lift Station	1500 Hwy. 3 South	0.02 acres	\$40.00	24	\$960.00
B.2-013	Smith Lane Lift Station	2850 FM 518	0.02 acres	\$40.00	24	\$960.00
B.2-014	East Main LS#5 Lift Station	2651 FM 2094	0.11 acres	\$40.00	24	\$960.00
B.2-015	South Shore #1 Lift Station	4700 Masters Drive	0.02 acres	\$40.00	24	\$960.00
B.2-016	Bayou Brae Lift Station	2227 1/2 FM 2094	0.02 acres	\$40.00	24	\$960.00
B.2-017	Constellation Lift Station	839 Constellation Blvd.	0.01 acres	\$40.00	24	\$960.00
B.2-018	Meadowbend L.S. & STP	3029 1/2 Keva Glen	2.54 acres	\$ 100.00	24	\$ 2,400.00

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Manicured Mowing Services – Public Works

B.2-019	South Shore #3 Lift Station	2600 Masters Drive	0.01 acres	\$40.00	24	\$960.00
B.2-020	South Shore #2 Lift Station	2742 Masters Drive	0.01 acres	\$40.00	24	\$960.00
B.2-021	Bay Colony 1 (MUD 14 & 15) Lift Station	5551 1/2 FM 646	0.07 acres	\$40.00	24	\$960.00
B.2-022	Dove Meadow #1 Lift Station	3613 Dove Meadow Dr.	0.01 acres	\$40.00	24	\$960.00
B.2-023	Landing Lift Station	450 Landing Blvd	0.01 acres	\$40.00	24	\$960.00
B.2-024	Woodcock Lift Station	2661 1/2 Woodcock Blvd.	0.02 acres	\$40.00	24	\$960.00
B.2-025	Centerpointe Lift Station	815 1/2 Centerpointe	0.32 acres	\$40.00	24	\$960.00
B.2-026	Bay Colony Parkside Lift Station	2102 1/2 West FM 646	0.02 acres	\$40.00	24	\$960.00
B.2-027	Westover Park Lift Station	5401 1/2 Brittany Bay Blvd.	0.02 acres	\$40.00	24	\$960.00
B.2-028	West Main Lift Station	2998 1/2 West Main	0.01 acres	\$40.00	24	\$960.00
B.2-029	Autumn Lakes Lift Station	1116 1/2 Hickory Terrace	0.01 acres	\$40.00	24	\$960.00
B.2-030	Bay Colony Lakes Lift Station	2822 1/2 Cross Colony	0.07 acres	\$40.00	24	\$960.00
B.2-031	Bay Colony Meadows	3250 1/2 Cross Colony	0.03 acres	\$40.00	24	\$960.00
B.2-032	Bay Colony Retreat Lift Station	309 1/2 Brandy Ridge Ln	0.03 acres	\$40.00	24	\$960.00
B.2-033	Bay Colony West Lift Station	6997 1/2 Calder Road	0.08 acres	\$40.00	24	\$960.00
B.2-034	Coronado Lift Station	2627 1/2 Quivera Trace	0.01 acres	\$40.00	24	\$960.00
B.2-035	Center Pointe 2 (Walker)	2281 1/2 West Walker	0.03 acres	\$40.00	24	\$960.00
B.2-036	Tuscan Lake 2	2111 1/2 Hewitt Road	0.03 acres	\$40.00	24	\$960.00
B.2-037	SE General Benefit Bayridge	7505 1/2 South Shore Blvd.	0.09 acres	\$40.00	24	\$960.00
B.2-038	SE General Benefit Hewitt Rd	2551 1/2 Hewitt Road	0.04 acres	\$40.00	24	\$960.00
B.2-039	Mar Bella	2321 1/2 Isla Vista	0.08 acres	\$40.00	24	\$960.00
B.2-040	Tuscan Lakes 1	2798 1/2 Austin St	0.01 acres	\$40.00	24	\$960.00
B.2-041	Victory Lakes	2812 Drywood Creek Dr.	0.03 acres	\$40.00	24	\$960.00

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B.2-042	Magnolia Creek South	2150 1/2 Bay Area	0.04 acres	\$40.00	24	\$960.00
B.2-043	Magnolia Creek North	4122 1/2 W League City Pkwy	0.07 acres	\$40.00	24	\$960.00
B.2-044	Bay Colony West 2	660 1/2 Hawkins Hill Ln	0.21 acres	\$40.00	24	\$960.00
B.2-045	Brittany Lakes #2 LS	2501 1/2 Brittany Lakes Dr.	0.15 acres	\$40.00	24	\$960.00
B.2-046	Veranda Lift Station	1580 1/2 Enterprise Drive	0.08 acres	\$40.00	24	\$960.00
B.2-047	Sedona Lift Station	2919 Hobbs Rd	0.08 acres	\$40.00	24	\$960.00
B.2-048	Coastal Point Lift Station	5020 1/2 Madrid Lane	0.08 acres	\$40.00	24	\$960.00
B.2-049	Pedregal Lift Station	3319 Pedregal Road	0.10 acres	\$40.00	24	\$960.00
B.2-050	Westland Ranch LS	3151 Magnolia Bayou Drive	0.10 acres	\$40.00	24	\$960.00
Subtotal for Exhibit B.2						\$76,770.00

EXHIBIT B.3 WATER PLANTS

Item No.	Name	Address	Estimated Area in Acres	Amount for One Cycle	Estimated No. of Cycles	Estimated Annual Cost
B.3-001	Alabama Water Plant	624 Alabama Ave.	1.09 acres	\$95.00	24	\$2,280.00
B.3-003	Calder Water Plant	2690 Calder Rd.	2.80 acres	\$240.00	24	\$5,760.00
B.3-004	Brittany Bay Elevated Tank	5123 1/2 Candlewood	1.23 acres	\$110.00	24	\$2,640.00
B.3-005	Countryside Water Plant	5929 FM 518	0.60 acres	\$ 50.00	24	\$1,200.00
B.3-006	Dickinson Water Plant	2050 Dickinson Ave.	0.15 acres	\$15.00	24	\$360.00
B.3-007	Meadowbend Water Plant	2919 Wood Hollow Dr.	0.68 acres	\$60.00	24	\$1,440.00
B.3-008	South Shore Harbour WP	2600 FM 518	2.43 acres	\$210.00	24	\$5,040.00
B.3-009	3rd Street Water Plant	516 & 312 Third Street	0.16 acres	\$15.00	24	\$360.00
B.3-010	Walker St. WP	700 West Walker	0.50 acres	\$40.00	24	\$960.00

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B.3-011	South Shore Water Tower	6060 South Shore Blvd.	0.99 acres	\$85.00	24	\$2,040.00
B.3-012	Northside BPS	4200 Grissom	4.53 acres	\$395.00	24	\$9,480.00
B.3-013	Eastside Elevated Storage Tank Site	7503 South Shore Blvd.	0.50 acres	\$42.00	24	\$1,008.00
B.3-014	Highway 3 Water Plant	18530 SH 3	2.80 acres	\$240.00	24	\$5,760.00
B.3-015	Beamer Rd Waterline	Beamer Road and Bay Area Boulevard	0.15 acres	\$15.00	24	\$360.00
Subtotal for Exhibit B.3						\$38,688.00

Total for Mowing Exhibits B.1 – B.3	\$ 222,078.00
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EXHIBIT C LANDSCAPING SUPPLEMENTAL SERVICES

Item	Unit	Price per Unit	*Any Additional Costs	Estimated Annual Cost
Pesticide Applications	Square Feet	\$.011	\$	\$
Fertilizing	Square Feet	\$ 0.007	\$	\$
Seeding	Square Feet	\$.0125	\$	\$
Hydroseeding	Square Feet	\$ 0.07	\$	\$
Landscape Bed Maintenance	Square Feet	\$.021	\$	\$
Tree and Shrub Maintenance	Per Hour Rate	\$ 40.00	\$	\$
Irrigation	Per Hour Rate	\$ 98.00	\$	\$
Subtotal for Landscaping Supplemental Services				\$

* Note what the additional cost entails material, extra labor, etc.

<u>Grand Total for Exhibits B.1 - C</u>	\$ <input type="text"/>
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Unit prices listed above are good for ninety (90) calendar days after receipt of proposal.

Manicured Mowing Services

proposal must contain an organized, paginated table of contents corresponding to the sections and pages of the proposal. Preferred binding is paper clip, binder clip or three-ring binder.

B. Proposal Submission

The City will receive proposals electronically through Public Purchase or hard copies delivered to the Purchasing Department.

1. Public Purchase – Electronic Submission
Proposals can be received electronically through www.publicpurchase.com. Instructions for Public Purchase can be found on Attachment B. Please be advised it can take up to 24 hours for an account to become active with Public Purchase. If you need any assistance with the process, you can contact Public Purchase at support@publicpurchase.com.
2. Delivery or Mail – Hard Copies
Hard copy proposals can be submitted with one (1) marked original, one (1) marked copy and one (1) electronic copy (flash drive) properly labeled and clearly marked with the RFP number and description. Hard copies should be delivered to:

City of League City
Purchasing Department
City Hall
300 West Walker
League City, TX 77573
Monday – Thursday 7:30 am to 5:30 pm
Friday: 7:30 am to 12:00 pm

Proposals sent via courier must be sealed in a separate envelop inside of the mailer.

Mark envelope/package: 24-013 Manicured Mowing Services

C. Proposal Timeline

The vendor/Proposer selection process will follow the timeline shown below. Estimated key milestone dates for the completion of the project are also included:

Request for Proposals Issued:	Thursday February 1, 2024
Deadline for Submitting Questions:	Friday February 16, 2024 @ 5:30pm
Proposal Submission Deadline:	Tuesday February 27,2024 @ 2:00pm
Anticipated Contract Start Date:	April 5 th , 2024

D. PRE-BID SITE VISIT

A pre-bid meeting will be held on Tuesday February 13, 2024, at 2:00pm. At the address below. The meeting will begin promptly at 2:00 p.m.

**Johnnie Arolfo Civic Center
400 West Walker Street
League City, TX 77573**

III. Scope of Work

A. GENERAL

The City of League City is seeking qualified proposers for city-wide Manicured Mowing and Landscaping of the Public Works Facilities. The locations in the Request for Proposal are listed in Attachment A with estimated area in acres accompanied by the number of mowing cycles expected. These estimates are for acquainting the proposer with probable labor to be expected during the contract term. These estimates are not intended to set forth minimum or maximum labor on this contract and shall not be constructed as such.

At the time of the opening of proposals, each Proposer shall be presumed to have inspected the sites (if applicable) and to have read and be thoroughly familiar with the contract requirements. The failure or omission of any Proposer to examine any form, instrument, document, or site shall in no way relieve any proposer from any obligation in respect to this proposal. Only the services submitted and listed in this proposal package and included in any addendums will be considered. It shall be each Proposer's responsibility to thoroughly inspect the one hundred thirty-five (135) areas of work and to inform itself regarding all local conditions under which the work is to be done. It shall be understood and agreed that all such factors have been comprehensively investigated and considered in the preparation of the base proposal submitted. Work shall be performed in accordance with City of League City safety regulations.

B. MOWING REQUIREMENTS:

1. Growth will be cut to a uniformed height range of three (3) inches or as designated by the City Representative.
2. Proposer will be responsible for damaged landscape due to overweight equipment in muddy conditions.
3. Significant excess grass or trimmings will be mulched or recut to improve site appearance.
4. Mowing will include all mowing, trimming, cutting outside of fenced areas, and ditch areas outside of fences adjacent to facilities or plants. The exterior fence lines shall be trimmed a minimum of twelve (12) inches from the fence line to prohibit growth on the fence or as designated by the City Representative.
5. All edging along sidewalks and curbs must be done with a mechanical blade edger. Any edging where the edge is widened from the curb or sidewalk whereas soil and grass must be placed to repair the damage – the Proposer will be responsible for the repairs
6. Upon completion of mowing all areas, the outside of the mowing area shall be cleaned of grass clipping and all debris and the work area shall be picked up and properly disposed of.
7. Working along roadways Proposer must comply with all Federal, State, and Local laws.

Manicured Mowing Services

8. Proposer will be responsible for providing and maintaining locks on all lift stations for mowing personal access. The locks will be secured with other entry locks and if the Proposer's locks are keeping other authorized personnel out due to improper locking, their locks will be cut and the Proposer will have to replace their lock.
9. All mowing personnel must be escorted by League City Water Production Employees at all times when mowing B.3 Water Plant Mowing Exhibits.

C. FREQUENCY SCHEDULE:

1. October 1 through March 31: Growth will be cut when height reaches four (4) inches or every other two (2) weeks, whichever comes later, or as directed by the City Representative.
2. April 1 through September 30: Growth will be cut when height reaches four (4) inches or every fourteen (14) days, whichever comes first, or as directed by the City Representative.
3. Less or more frequent mowing may be required for periods of extreme heat, wet conditions, or unexpected growth cycles.
4. Dallas Salmon Plant at 703 N. Wisconsin and Southwest WRF located at 1551 S. Maple Leaf Dr. is required to be mowed 30 times per year in accordance with the Storm Water Multi-Sector General Permit No.-TXR05Q647.
5. Landscape Services may be conducted periodically as a supplemental service directed by the City's Representative.

D. INVOICING

1. Invoices must be itemized, and a purchase order number must be referenced on original invoice.
2. Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect, will be returned to the Proposer for correction.
3. Invoice submittals shall only occur on or after the first working day of the month (Monday-Friday).
4. Invoices submitted for payment shall be e-mailed to: City of League City, Accounts Payable at: accountspayable@leaguecitytx.gov
5. Invoices can be mailed to Attn: Accounts Payable, to the address: 300 West Walker Street, League City, TX 77573
6. Periodic payments will be made within thirty (30) days of invoice date or satisfactory delivery of the product or service, whichever is later, provided that all other requirements as detailed in the contract have been fulfilled.

E. ESTIMATED MOWING AREA

The measurement in acres of each site is only an estimate. Some sites have buildings

Manicured Mowing Services

and obstacles in place that is included in the measurement. The Proposer shall examine the work sites and satisfy himself as to the condition which will be encountered relating to the quality of work to be performed and the materials to be furnished. The proposal shall cover all expenses in connection with all work performed.

F. STANDARD OF PERFORMANCE:

The Proposer shall perform all services under this Agreement in accordance with the standards and codes of the Environmental Regulations and approved regulations by the governing agency. The Proposer and their staff must have company uniforms, and when applicable their equipment shall have the company's logo to identify themselves while working for League City.

G. SPECIFICATIONS:

Mowing requirements, schedule, areas to be mowed and proposal sheet are included within each individual exhibit.

H. PESTICIDES APPLICATIONS:**1. Requirements:**

- a. City of League City encourages integrated Pest Management Principles and practices.
- b. The Streets Facilities Representative shall be notified a minimum of 48 hours prior to any applications of herbicides, fungicides, or insecticides.
- c. All chemicals must be EPA approved, applied by a licensed Texas State Pesticide Applicator and applied per the label of the product being applied.
- d. A copy of the Pesticide Applicator log shall be provided to the Streets Facilities Representative for Exhibit B upon completion of the chemical application.

2. RESTRICTIONS:

- a. No Pesticides shall be used in any exhibits in Exhibit B.2 Wastewater Plants and Lift Stations and Exhibit B.3 Water Plants.

I. LANDSCAPE BED MAINTENANCE:**1. Landscape Bed Maintenance:**

- a. League City approves the use of native hardwood mulch only.
- b. Rake all bedded areas as often as required to ensure a fresh mulch/bark appearance.
- c. When proposer determines that mulch is needed at any location, materials for re-mulching/barking of any location shall be provided by the Proposer.
- d. All landscape beds shall be free of weeds and properly edged along the turfgrass areas.

Manicured Mowing Services

- e. Pick up and remove all leaves and debris in bedded/landscaped areas.

2. Herbaceous Plant Maintenance

- a. Remove all dead, damaged, and diseased portions of plants.

3. Tree and Shrub Maintenance

- a. Prune trees and shrubs to maintain their natural shape and to maintain tree sucker control.
- b. Trees and shrubs are not to be allowed to grow together unless designed to do so as a hedge.
- c. All tree and shrub maintenance shall be in accordance with the International Society of Arboriculture Standards.
- d. Trees near sidewalks shall be pruned to avoid conflict with vehicular or pedestrian traffic and shall not be allowed to interfere with site lighting, street light bases, or security cameras.
- e. Shrubs around municipal buildings shall be kept pruned to no higher than the building windowsills and not touching building walls, unless specifically instructed otherwise, in writing, by a League City Representative.
- f. Trees shall be kept pruned to allow at least 5 feet of unobstructed space between the ground and the lowest limb trees, shrubs and ground cover must be kept off fire hydrants, signs, fences, walls, sitting areas, walkways, and driveways.
- g. All materials must be removed from site and properly disposed of.

4. Irrigation

- a. All irrigation work must be done by a licensed proposer.
- b. All irrigation and /or manual watering of all landscaped areas will be identified by the League City Representative.
- c. League City Expects the proposer to establish and communicate to the City the recommended watering schedule for each site, and immediately report to a Streets Facilities representative.
- d. Examples of ordinary repair needing to be reported to the City of League City for action include but are not limited to replacement of missing/damaged heads, trimming sod around heads, repairing leaks in system, of adjusting head nozzles,
- e. Proposer is to advise Streets Facilities representative of any areas that the Proposer determines are being under- or over-watered so that appropriate modifications or installations can be made.
- f. NOTE: During periods of extended dry weather, the city has a Drought Contingency Plan which, in accordance with state water conservation guidelines, prohibits the irrigation of non-essential landscape areas.

5. Fertilizing:

Manicured Mowing Services

- a. Fertilize landscape with a well-balanced, slow-release fertilizer as required to provide vigorous deep footing and a healthy green appearance year around.
- b. All label rates and application instruction on the fertilizer containers are to be followed.
- c. All spills of fertilizer are to be reported as soon as possible.
- d. Care is to be taken not to burn the plants.
- e. Submit a fertilizer schedule listing proposed material application rates and application times prior to performing work.
- f. Proposer is to coordinate with City when Proposer expects to use fertilizer, "weed and feed" products, etc, so that these applications can be followed by City irrigation and/or manual watering.

6. Seeding, and hydroseeding

- a. All seed must meet the requirements of the Texas Seed Law FDA Chapter 61 including the labeling requirements for showing pure live seed (PLS = purity x germination), name and type of seed.
- b. The species and varieties of seed to be from among the types of specified in Tables 1A and 1B of item 164 of the Texas Department of Transportation (TxDOT) specifications or as recommended by the City Representative.
- c. All water used to fill Hydro seeders must use a hydrant meter to report all water used for Hydroseeding.
- d. All seed, hydro mulch, and fertilizer for hydroseeding must be approved by the City Representative.

IV. Proposal and Evaluation Format

Proposer's submission package shall consist of the following:

1. Completed Proposal Cover Sheet
2. Tab A – Qualifications and Experience
3. Tab B – Project Methodology
4. Tab C – Project Implementation
5. Tab D – Pricing and Fees
6. Tab E – Forms (Attachment A)
 - Public Information Act
 - Conflict of Interest Questionnaire

A. Proposal Format

By submission of a response to this RFP, proposer acknowledges full compliance with required specifications and all terms and conditions as detailed in the RFP.

1. TAB A – Qualifications and Experience
 - a) Qualifications
 1. Maintains a permanent place of business.

Manicured Mowing Services**V. Contract Terms and Conditions****A. General**

This will be a **two (2)** year contract, with **three (3)** one-year renewal terms available upon the mutual agreement of the parties with no more than a 3% escalation factor per renewal. The annually renewable agreement is meant as an option for either party to exit the contractual obligation at its discretion. The City reserves the right to make a single or multiple awards, whichever are in the best value to the City to accomplish all services outlined in this proposal.

B. Indemnification

It is understood that any resulting contract executed will contain the following language:

It is further agreed that the firm (separately and collectively the "Indemnitee") shall indemnify, hold harmless, and defend the City, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work done by the firm under this contract. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the Firm, or any third party.

C. Release

It is understood that any resulting contract executed will contain the following language:

The firm assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the firm's work to be performed hereunder.

This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by insurance and regardless of whether such injury, death, loss or damage was caused in whole or in part by the negligence of the City, any other party released hereunder, the firm, or any third party.