

CONTRACT FOR  
MOWING SERVICES

THIS CONTRACT ("Contract") is made and entered into by and between CELINA INDEPENDENT SCHOOL DISTRICT ("CISD") and U.S. SITE SERVICES, LLC ("Contractor").

WHEREAS, CISD has heretofore issued a Request for Bid for Mowing Services, Bid Number [REDACTED], bid opening date, [REDACTED] ("RFB"); and

WHEREAS, Contractor, in response thereto, submitted a sealed bid entitled "Celina Independent School District, Mowing Services Bid"; and

WHEREAS, CISD selected Contractor as the lowest responsible bidder;

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties agree as follows:

1. Term: CISD hereby contracts the services of Contractor as an independent contractor to perform and provide the Mowing services hereinafter described commencing July 1, 2018 and continuing for a term of one (1) year thereafter, unless sooner terminated by CISD in accordance with the provisions hereof.

Contractor expressly acknowledges that, in addition to CISD's right to terminate this Contract at the expiration of each annual budget period, CISD may terminate this Contract if the financial resources of CISD are insufficient to meet the financial liabilities of this Contract. In the event the Contract expires before another Contract is executed, Contractor shall extend the Contract on a month to month basis by mutual written agreement.

Further, this Agreement may be terminated by either party with or without cause at its sole option and without prejudice by giving sixty (60) days written notice of termination to the other party.

2. Services to be Performed: Contractor shall perform Mowing services for the area including all improved property of CISD identified in Exhibit "A." CISD may, from time to time, add additional area to this Contract by delivering written notice to Contractor specifying the area to be added.

As identified in Exhibit "A," all "Turf" shall be mowed weekly, not to exceed thirty (30) mowings, and all "Pasture" shall be mowed bi-monthly while the pasture is actively growing, not to exceed ten (10) mowings. These services shall be defined as the "Basic Services" under the Contract.

From time to time, Client may request additional mowing services in excess of the Basic Services. In the event additional mowing services are required in excess of the Basic Services, additional payment will be made to Contractor at the rate of \$ \_\_\_\_\_ per acre of turf and \$ \_\_\_\_\_ per acre of pasture.

3. Consideration: Each month during the term of this Contract CISD shall pay to Contractor as consideration for all services performed hereunder, \$4,520.83 per month for the term of the Contract. The Contractor shall be responsible for providing CISD all information in the form and within the times set forth by CISD policies and procedures.
4. Relationship of the Parties: Contractor does hereby state, represent and warrant that it is an independent contractor. In no event and/or under no circumstances shall the Contractor in the performance of its contractual obligation hereunder be deemed or considered to be acting as a servant, agent or employee of CISD. Contractor agrees that it is solely responsible for all payments due or to become due to all its employees or materials suppliers, including the withholding of appropriate taxes and the compliance with any and all worker's compensation laws or similar employee obligations with respect to its employees. Contractor hereby agrees to indemnify and save harmless CISD against any and all liability therefor.
5. Personnel: Contractor shall supply such personnel as are required to perform the aforementioned services, such personnel being appropriately trained and competent to perform the services required hereunder. All personnel provided shall be appropriately supervised and directed by trained and qualified supervisors. All personnel shall be properly uniformed or suitably attired. Contractor shall provide a TPDS Criminal History Record to Client for each and every employee who may potentially provide services on CISD property prior to commencing contractor operations. Contractor agrees to maintain good order and shall be responsible for the good behavior of its employees while on CISD's premises. In the event that CISD shall deem any employee unacceptable or unsatisfactory, Contractor shall remove such employee from the work force and shall supply a suitable replacement therefor.
6. Supplies and Equipment: Contractor shall supply all equipment and supplies required to perform the services and specified in the Bid at no additional cost or charge to CISD. All such equipment and supplies shall be of first quality only and the same shall be replaced at the request of CISD if found not to be suitable for their intended use.
7. Compliance with Laws and Regulations: Contractor agrees to comply with all federal, state and local laws, ordinances and/or rules and regulations in connection with the performance of its services and obligations under this

Contract. Contractor further agrees to comply with any and all rules and regulations which may be issued or promulgated by CISD or the respective facility manager or principal.

8. Agreement to Indemnify: Contractor shall fully protect, defend, hold harmless and indemnify CISD, its employees, elected officials and agents from and against any and all loss, cost, damage, injury, liability claims, liens, demands, taxes, penalties, interest or causes of action of every nature whatsoever (including without limitation, injury to or death of person or persons and damage to property), in any manner arising out of or incident to or in connection with the performance of Contractor's work.

9. Insurance: Contractor shall carry throughout the term of this Contract the following insurance coverages and shall provide proof of same in form satisfactory to CISD at or prior to the date of execution hereof:

- General Liability - \$1,000,000 Each Occurrence/Aggregate
- Automobile Liability - \$1,000,000 including owned, hired & non-owned
- Employers' Liability - \$1,000,000

CISD shall be named as additional insured on the above-referenced policy.

10. Assignment/Sub-Contract: This Contract may not be assigned by Contractor without the prior written consent of CISD, which consent may be withheld in CISD's sole discretion. Contractor shall not subcontract any portion of the services to be provided hereunder without the prior written consent of CISD, which consent may be withheld in CISD's sole discretion.

11. Notices: All notices or other writings in this Contract provided to be given shall be deemed to have been fully given, made or sent when deposited in the United States Mail; certified or registered and postage prepaid and addressed as follows:

CISD: Mr. Bill Hemby  
Celina Independent School District  
205 South Colorado  
Celina, Texas 75078

CONTRACTOR: 

The address to which any notice or other writing may be given, made or sent to either party, may be changed by written notice by such party as above provided.

12. Incorporation by Reference (RFB) and Bid: The RFB and Bid as described above are incorporated in their entirety herein by reference. To the extent of any conflict among the RFB, the Bid and this Contract, the following shall prevail in the order set forth below:

- (1) the RFB
- (2) this Contract and
- (3) the Bid.

13. Binding Effect: It is the intention of the parties hereto that the terms, conditions and provisions of this Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized representatives on this \_\_\_\_\_ day of May, 2018.

CELINA INDEPENDENT SCHOOL DISTRICT

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Its: \_\_\_\_\_

U.S. SITE SERVICES

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**Exhibit A**  
**CISD Property to be Mowed**