

CITY OF PFLUGERVILLE
SHORT FORM CONTRACT
(Construction and Non-Professional Services)

This contract (the “Contract”), dated _____April 28th_____, 2026, is between the **City of Pflugerville, Texas** (“City”) and **Earthworks Landscape and Maintenance, LLC** (“Contractor”).

I. TERMS

In consideration of a base total of \$_132,554.40____(One Hundred Thirty Two Thousand, Five Hundred Fifty Four Dollars and Forty Cents), Contractor shall provide the services described in **Exhibit A**, which is incorporated by reference according to all its provisions. The services described in **Exhibit A** include both City-wide mowing services that the Contractor previously contracted with the City to do and additional services for mowing within the City’s rights-of-way and drainage areas.

II. DURATION

Contractor shall perform and complete all work required from the effective date of this agreement through September 30, 2026.

III. PAYMENT

Payment shall be made under the terms and conditions of **Exhibit B**, which is incorporated by reference, according to all its provisions. Payments under the Contract, including the time of payment and the payment of interest on overdue amounts, shall be subject to Chapter 2251, Texas Government Code. The City reserves the right to modify any amount due to Contractor presented by invoice to the City if necessary, to conform the amount to the terms of the Contract. Should this Contract extend beyond the current budgeted fiscal year, Contractor and City agree that the City’s obligation to make payment on this Contract shall terminate should City Council fail to provide such funding after September 30th of the required year.

IV. ASSIGNMENT

Contractor may not assign any interest under this Contract without the City’s prior written consent. Such consent to be at the City’s reasonable discretion.

V. STATUS OF CONTRACTOR

The Contractor is an independent contractor. Contractor and Contractor’s employees are not the agents, servants, or employees of the City.

VI. AMENDMENT OR MODIFICATION

This Contract, together with its exhibits, constitutes the final and entire agreement between the Parties hereto as to all services provided by Contractor and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject

matter of this Agreement shall be deemed to exist or to bind the Parties hereto, unless same be in writing, dated subsequent to the date hereto, and duly executed by the Parties. This Contract may not be modified or replaced except by another signed written Contract.

VII. INDEMNITY

- A. CONTRACTOR MUST INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, FROM AND AGAINST LIABILITY FOR ANY AND ALL CLAIMS, LIENS, SUITS, DEMANDS, AND/OR ACTIONS FOR DAMAGES, INJURIES TO PERSONS (INCLUDING DEATH), PROPERTY DAMAGE (INCLUDING LOSS OF USE), AND EXPENSES, INCLUDING COURT COSTS AND ATTORNEYS' FEES AND OTHER REASONABLE COSTS ARISING OUT OF OR RESULTING FROM THE CONTRACTOR'S WORK AND/OR ACTIVITIES CONDUCTED IN CONNECTION WITH OR INCIDENTAL TO THIS CONTRACT AND FROM ANY LIABILITY ARISING OUT OF OR RESULTING FROM THE INTENTIONAL ACTS OR NEGLIGENCE, INCLUDING ALL SUCH CAUSES OF ACTION BASED UPON COMMON, CONSTITUTIONAL, OR STATUTORY LAW, OR BASED IN WHOLE OR IN PART UPON THE NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OF CONTRACTOR, INCLUDING BUT NOT LIMITED TO ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES, AND OTHER PERSONS.**
- B.** Contractor must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, agents, employees, subcontractors, licensees, invitees and other persons, as well as their property, while in the vicinity where the work is being done. It is expressly understood and agreed that the City shall not be liable or responsible for the negligence of the Contractor, including but not limited to its officers, agent, employees, subcontractors, licensees, invitees, and other persons.
- C.** City assumes no responsibility or liability for harm, injury, or any damaging events which are directly or indirectly attributable to premises defects which may now exist or which may hereafter arise upon the premises, responsibility for any and all such defects being expressly assumed by the Contractor.
- D. BOTH CITY AND CONTRACTOR EXPRESSLY INTEND THAT THE INDEMNITY PROVIDED FOR IN THIS CONTRACT IS INDEMNITY BY CONTRACTOR TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCES OF THE CITY'S OWN NEGLIGENCE WHILE CITY IS PARTICIPATING IN THIS CONTRACT WHERE THAT NEGLIGENCE IS A CONCURRING CAUSE OF THE INJURY, DEATH, OR DAMAGE. FURTHERMORE, THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL HAVE NO APPLICATION TO ANY CLAIM, LOSS, DAMAGE, CAUSE OF ACTION, SUIT, AND LIABILITY WHERE THE**

INJURY, DEATH, OR DAMAGE RESULTS FROM THE SOLE NEGLIGENCE OF THE CITY, UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR ENTITY.

VIII.INSURANCE AND BONDS

A. GENERAL REQUIREMENTS. Contractor must maintain the type and amounts of insurance required in this Contract throughout the term of the Contract. Contractor must provide a Certificate of Insurance evidencing the required coverage types and amounts before the Contract is signed. All policies are subject to examination and approval by the City for their adequacy. The City may terminate this Contract if the Contractor fails to comply with all insurance requirements. Insurance naming the City as additional insured must be primary insurance and not contributing with any other insurance available to the City, under any third-party liability policy.

B. ADDITIONAL REQUIREMENTS. The required liability insurances and their certificates must:

1. Name the City as an additional insured for operations under this Contract.
2. Provide for 30 days advance written notice of cancellation or material change.

C. TYPES AND AMOUNTS OF INSURANCE. The following insurance is required under this contract:

<p>1. Workers' Compensation Employer's Liability OR Occupational Injury/Accidental Injury Protection</p>	<p><u>Amount</u> Statutory Limits (see Exhibit C.) \$1,000,000 each accident</p>
<p>2. Commercial (Public) Liability including but not limited to: . Premises/Operations . Independent Contractors . Products/Completed Operations . Contractual Liability . Personal Injury (Insuring above indemnity)</p>	<p>\$1,000,000 per occurrence \$2,000,000 general aggregate OR</p>
<p>3. Business Automobile Liability to include coverage for: . Owned/Leased Autos . Non-Owned Autos . Hired Cars</p>	<p>\$2,000,000 combined single coverage limit \$1,000,000 combined single limit</p>

D. STATUTORY BOND REQUIREMENTS. When applicable, the Contractor shall procure such bonds as shall be required under Texas Government Code Chapter 2253. All bonds are subject to examination and approval by the City for their adequacy. The City may terminate this contract if the Contractor fails to comply with any bond requirements.

IX. TERMINATION

A. TERMINATION FOR CONVENIENCE. This Contract may be terminated by either party with thirty (30) days written notice. If the City terminates this Contract under this paragraph, the City will pay the Contractor for all services rendered in accordance with this Contract to the date of termination, including any applicable demobilization costs.

B. TERMINATION FOR DEFAULT. Subject to any other provisions for termination herein, either party to this Contract may terminate this contract as provided in this paragraph if the other party fails to comply with its terms. The party alleging the default will give the other party notice of the default in writing citing the terms of the Contract that have been breached and what action the defaulting party must take to cure the default. If the party in default fails to cure the default as specified in the notice the party giving notice of default may terminate this Contract by written notice to the other party, specifying the date of termination. Acting on behalf of the City, the City Manager may terminate this Contract for the breach as provided in this paragraph. Termination of this Contract as allowed by law, including any damages or costs suffered by either party.

X. GOVERNING LAW/VENUE

Texas law governs this Contract and any lawsuit must be filed in a court that has jurisdiction in Travis County, Texas.

XI. VERIFICATION OF EMPLOYMENT ELIGIBILITY

Contractor must comply with the Immigration Reform and Control Act (IRCA) and may not knowingly obtain labor or services of an unauthorized alien. Contractor shall verify eligibility for employment as required by IRCA.

XII. INDEBTEDNESS TO CITY

Contractor agrees that no payments owed by him, of any nature whatsoever, to the City, including payment in advance for service charges or any sums of any character whatsoever, shall become delinquent or in arrears. The City will not award contracts for goods or services to any bidder in arrears to the City for any debt, claim, demand, or account whatsoever, including taxes, penalty and interest. Contractor is responsible for ensuring that no indebtedness exists.

XIII. SALES TAX

City qualifies as an exempt agency under the Texas Limited Sales, Excise and Use

Tax Act (the "Tax Act") and is not subject to any State or City sales taxes on materials incorporated into the project. Labor used in the performance of this contract is also not subject to State or City sales taxes. The City will provide an exemption certificate to the Contractor. The Contractor must have a sales tax permit issued by the Comptroller of Public Accounts and shall issue a resale certificate complying with the Tax Act, as amended, when purchasing said materials. The Contractor is responsible for any sales taxes applicable to equipment purchases, rentals, leases, consumable supplies which are not incorporated into the services to be provided under this Contract, tangible personal property purchased for use in the performance of this Contract and not completely consumed, or other taxable services used to perform this Contract, or other taxes required by law in connection with this Contract.

XIV. COMPLIANCE WITH LAWS, CHARTER, ORDINANCES

Contractor, its agents, employees, and subcontractors must comply with all applicable federal and state laws, the charter and ordinances of the City, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies. Contractor must obtain all necessary permits, bonds and licenses that are required in completing the work contracted for in this agreement.

XV. DISCLOSURES, CONFLICTS AND DISPUTE RESOLUTION

Contractor represents that it is in compliance with the applicable filing and disclosure requirements of Chapter 176 of the Texas Local Government Code, Conflicts of Interest Questionnaire, Chapter 2252, Texas Government Code, and Form 1295, Certificate of Interested Parties, online filing with the Texas Ethics Commission. This Contract will be governed by the provisions of Subchapter I, Chapter 271, Tex. Local Gov't Code, regarding the obligations of the parties for any disputes arising hereunder.

XVI. MANDATORY CONDITIONS FOR GOVERNMENT CONTRACTS

When applicable, the City may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that it; (i) does not boycott Israel; (ii) will not boycott Israel during the term of the contract; (iii) does not boycott energy companies; (iv) will not boycott energy companies during the term of the contract; (v) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and (vi) will not discriminate during the term of the contract against a firearm entity or firearm trade association (Texas Government Code, Chapter 2271.002; 2274.002). Contractor hereby verifies that it does not boycott Israel, and agrees that, during the term of this agreement, will not boycott Israel as this term is defined in the Texas

Government Code, Section 808.001, as amended. Contractor hereby verifies that it does not boycott energy companies, and agrees that, during the term of this agreement, will not boycott energy companies as this term is defined in Texas Government Code, Section 809.001, as amended. Contractor hereby verifies that it does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, and agrees that, during the term of this agreement, will not discriminate against a firearm entity or firearm trade association as those terms are defined in Texas Government Code, Section 2274.001, as amended.

Further, Contractor hereby certifies that it is not a company identified under Texas Government Code, Section 2252.152 as a company engaged in business with Iran, Sudan, or Foreign Terrorist Organizations.

IN WITNESS HEREOF, the parties hereto have executed this contract:

**CITY OF
PFLUGERVILLE,
TEXAS**

**EARTHWORKS LANDSCAPE AND
MAINTENANCE, LLC:**

By: _____

_____ (printed name)

_____ (title)

Federal Tax I.D. # _____

Corporate Secy's Attestation if
applicable:

Corporate Seal if applicable:

EXHIBIT A SCOPE OF WORK

City of Pflugerville Streets Department

Drainage Mowing and Right of Way Maintenance Contract. The purpose of this contract is to provide mowing services to selected locations for Right of Way and Drainage maintenance. The following scope of work will outline the expectations and work to be completed.

General Specifications:

- **It is the responsibility of the bidder to visit all sites.**
- **All areas to be mowed according to the attached spreadsheets and location maps. Mowing areas and limits to follow the location maps as marked. This will be checked after each visit for mowing by the City of Pflugerville Streets Department prior to processing any invoices sent for payment. Failure to complete or meet expectations on the scheduled visit must be completed within 1-3 business days upon request of the City. Failure to complete the mowing and maintenance as outlined in the following guidelines will result in non-payment or forfeiture of contract agreements.**
- **All work shall be performed Monday-Friday between 7:30am and sunset only. Work will not be allowed on Saturday or Sunday without prior permission from contract administrator.**
- **All employees and equipment shall have the proper safety equipment devices, which include, but are not limited to: hearing and eye protection, safety vests, and flashers/strobe lights on vehicles. All equipment and personal protective equipment shall meet OSHA safety standards. Warning signs and barricading shall be in accordance with any applicable state or federal laws.**
- **During term of agreement, contractor must provide to contract administrator with a working telephone number. The telephone must be answered during normal working hours.**
- **Contractor shall invoice for each completed and approved maintenance cycle on a monthly basis. Invoices will be paid on a net 30 basis by the City of Pflugerville. Contractor is not to invoice the City until the cycle is complete and the City has been informed that the cycle is complete. Invoicing before a cycle is complete can result in termination of the contract.**
- **If there appears to be any illegal dumping, such as fencing material or tree limbs, the contract administrator shall be contacted.**
- **Contractor will be responsible for any damage done to plant materials or other property during its maintenance operations.**
- **Contractor may not sell, sublet or otherwise assign any part of its responsibilities to others without written consent of City of Pflugerville.**
- **Contractor and employees will always be courteous to the public while at the work site. Conflicts or potential conflicts shall be reported to the contract administrator within 24 hours.**
- **Contractor will work as an independent contractor and not as an agent, representative, partner or employee of the City of Pflugerville, and shall control its operation at the work site and be solely responsible for the acts or omissions of its employees.**
- **The contractor's employees shall report to work in clean uniforms, including shirt and pants. The contractor's company name shall be displayed on the employee's shirt. Employees shall wear a shirt at all times.**
- **The contract administrator has the sole decision over whether the weather/soil/turf**

conditions are appropriate for maintenance. Failure of the contractor to abide with the contract administrator's decision can result in termination of contract.

Scope of Work Right of Way Mowing:

All Right-of-Ways will be mowed and maintained once a month from November through January and then twice a month from February through October, for a total of (21) times annually.

- The contractor shall be responsible for picking up and removing all trash or debris, such as paper, cans, bottles, limbs three inches or smaller in diameter, rocks, etc., which is not intended to be part of the landscape. Removal of trash will include sweeping/removing grass clippings from sidewalks, curbs and streets. Large items such as tires, furniture, piles of debris, more than one (1) cubic yard and appliances will be reported by the contractor to the contract administrator and will be removed by contract administrator.
- Mow and trim (10') minimum behind all sidewalks and/or back to the existing mow line, curb & gutter, guardrails, and or edge of pavement.
- Mowing Height – 3" – 4" minimum
- Mow all grass strips between sidewalk and curb & gutter.
- Edge all curb & gutter lines, sidewalk edges, asphalt/concrete hard edges, and retaining walls.
- Weed eating and trimming of all asphalt/concrete edges, sidewalks, curb & gutter, guardrails/posts, ditch lines, all traffic sign posts, fire hydrants, storm pipe inlets and outlets.
- All mowing and trimming to blend in with the surrounding areas.
- All curb & gutters and catch basin inlets to be cleared of debris, sediment build-up, weeds, and trash.
- All asphalt/concrete joints, curb & gutter joints, sidewalk joints, catch basin inlets, guardrail posts, and median island joints to be treated with herbicide and cleared of any growth, living or dead.
- All mowed areas shall be free of clumped grass cuttings. Turf shall be cut in a professional manner so as not to scalp turf or leave areas of uncut grass. Care shall be taken to prevent discharge onto any paved surface, such as streets, curbs and gutters, sidewalks, or any adjoining property. Grass clippings shall be removed from sidewalks, trails, curbs and streets but shall not be collected and bagged.
- Sidewalks to be cleared of obstructions; limbs, shrubs or any object that would obstruct sidewalk passage.
- If there appears to be any illegal dumping, such as fencing material or tree limbs, the contract administrator shall be contacted.

Scope of Drainage Mowing:

All Drainage will be mowed and maintained once a month, spaced out evenly weather permitting for the duration of the contract.

- Mowing Height – 3" – 4" minimum
- All curbs/sidewalks shall be edged with every mowing cycle.
- Areas that cannot be reached with mowers such as around signs, poles, trees, planted bed edges, lake shore, obstacles, expansion joints, concrete/paver areas, etc., shall be trimmed with string trimmers. The turf shall be trimmed to the assigned mowing height. Care shall be used to avoid injury to plant material.

Trimming shall be completed concurrently with mowing on every cycle. • The contractor

shall be responsible for picking up and removing all trash or debris, such as paper, cans, bottles, limbs three inches or smaller in diameter, rocks, etc., which is not intended to be part of the landscape. Removal of trash will include sweeping/removing grass clippings from sidewalks, curbs and streets. Large items such as tires, furniture, piles of debris, more than one (1) cubic yard and appliances will be reported by the contractor to the contract administrator and will be removed by contract administrator.

- All mowed areas shall be free of clumped grass cuttings. Turf shall be cut in a professional manner so as not to scalp turf or leave areas of uncut grass. Care shall be taken to prevent discharge onto any paved surface, such as streets, curbs and gutters, sidewalks, or any adjoining property. Grass clippings shall be removed from sidewalks, trails, curbs and streets but shall not be collected and bagged.

EXHIBIT B PAYMENT

Payment will be in monthly installments after all work is completed, inspected and as invoiced monthly. Final payment will occur after acceptance of the work by the City.

EXHIBIT C
STATE MANDATED WORKERS' COMPENSATION INSURANCE LANGUAGE

THIS EXHIBIT IS ONLY APPLICABLE IF WORKERS' COMPENSATION COVERAGE IS PROVIDED

a. Definitions

Certificate of coverage (“certificate”) - a copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (DWC-81, DWC-82, DWC-83, or DWC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the City.

Persons providing services on the project (“subcontractors” in 406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. “Services” include, without limitations, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. “Services” does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

b. Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

c. The Contractor must provide a certificate of coverage to the City prior to being awarded the contract.

d. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the

City showing that coverage has been extended.

- e. Contractor shall obtain from each person providing services on a project and provide to City:

- (1) a certificate of coverage, prior to that person beginning work on the project, so the City will have on file certificates of coverage showing coverage for all persons providing services on the project; and

- (2) no later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

- f. The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

- g. The Contractor shall notify the City in writing by certified mail or personal delivery, within ten (10) days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

- h. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

- i. Contractor shall contractually require each person with whom it contracts to provide services on a project to:

- (1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

- (2) provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing service on the project, for the duration of the project;

- (3) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

- (4) obtain from each other person with whom it contracts, and provide to the Contractor:

(a) a certificate of coverage, prior to the other person beginning work on the project;
and

(b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(5) retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter;

(6) notify the City in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing service on the project;

(7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

- j. By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the City that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- k. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the City to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the City.