



The Merriam Group, LLC
15716 S. Brentwood
Channelview, TX 77530
281.862-2887
281-862-0754 fax

www.econocuts.com

Proposal for Mowing Service
City of Deer Park
2021



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Introduction

Econocuts was established in 1984 and started as a small Commercial Landscape Maintenance company and has grown to maintain approximately 1500 residential lawns and hundreds of Commercial locations

We work with numerous Property Management firms including but not limited to Stream Realty, Link Logistics, Transwestern, NAI Partners, Fidelis Realty, Jones Lang LaSalle and Prologis.

We have had long going contracts with the city of Pasadena and have worked with the city of Pearland. In addition to our current contract with the city of Deer Park.

Our fleet consist of 9 fully stocked rigs that are maintained by our own staff mechanics as well as our long-term foremen and laborers proving our motto of relentless execution.



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Work History

We have extensive work history with Property management firms including but not limited to Stream Realty, Link Logistics, Transwestern, NAI Partners, Fidelis Realty, Jones Lang LaSalle and Prologis.

We also have numerous stand-alone contracts with commercial cliental.

We maintain residential lawns in Pasadena, Deer Park League City, Pearland, Friendswood, Clear Lake, Webster, Houston, Humble and Kingwood.

We have had long going contracts with the city of Pasadena and have worked with the city of Pearland. In addition to our current contract with the city of Deer Park.

We have several contracts with local HOA's, Deer Creek located in Deer Park, Kirkwood and Woodforest.

Mowing Service for City of Deer Park

CITY OF DEER PARK SOLICITATION OVERVIEW

The City of Deer Park is soliciting proposals for:

Title: Mowing Services for the City of Deer Park
Commodity: Parks and Recreation
Due Date: September 10, 2021
Location: City Secretary Office at City Hall
710 E. San Augustine
Deer Park, Texas 77536-4258

Project Description

The City of Deer Park is seeking proposals via these specifications for the process necessary to complete the mowing and edging on the below specified medians, entrances and right of ways, and additional maintenance services in Deer Park, Texas 77536.

General Conditions

- A. Proposals received after the date and time specified on the Request for Proposal packet shall be returned unopened and will be considered void and unacceptable. The City of Deer Park is not responsible for lateness of mail carrier, etc., and time/date stamp in the office of the City Secretary shall be the official time of receipt.
- B. Proposals cannot be altered or amended after closing date. Alterations made before closing must be initialed by proposer guaranteeing authenticity. Proposals may not be withdrawn after proposal closing date except in the case of a substantial error.
- C. Proposals will be received and publicly acknowledged at the location, date and time identified in the proposal packet. Proposers, their representative and interested persons may be present. Proposals shall remain effective for a period of one hundred and twenty (120) days from the date and time identified in the proposal packet.
- D. By submitting a proposal, the proposer certifies that (s) he has fully read and understands the Request for Proposal packet and has full knowledge of the scope, quantity and quality of the services to be furnished and intends to adhere to the provisions described or modified herein.
- E. The proposer shall furnish any additional information as the City of Deer Park may require. The City reserves the right to make investigations of the qualifications of the proposer, as it deems appropriate.
- F. Proposers must be able to adhere to all provisions of the enclosed contract.
- G. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract.
- H. Proposers are advised that all City contracts are subject to all legal requirements provided in the City Charter and/or applicable City Ordinance, State and Federal Statutes.
- I. All reports, drawings and other deliverables prepared under this Contract by the successful proposer shall be and remain the property of the City upon City's compensation of the successful proposer for its services as herein provided. Successful proposer shall not release to others information furnished by the City without prior approval of the Purchasing Manager.
- J. Any proposal that does not contain all of the information requested in the proposal packet may be considered as incomplete and may be rejected by the City of Deer Park.

Mowing Service for City of Deer Park

K. Proposals must be signed by an officer of the firm who is authorized to bind for the firm.

Timetable

Proposals are due and must be received at the City of Deer Park, 710 E San Augustine St, Deer Park, Texas 77536-4258, no later than 2:00 p.m., Central Standard Time, on September 10, 2021. Proposals are to be addressed to the attention of City Secretary, City of Deer Park.

The following tentative schedule has been established for this Request for Proposals.

Deadline for submitting questions	September 7, 2021
Proposals due	September 10, 2021
Recommendation for approval	September 21, 2021
Contract start date	October 1, 2021

Submittals:

The following instructions describe the form in which proposals must be presented. Proposal documents must be prepared simply, economically, and provide a straightforward, concise response to the requirements of the Request for Proposal packet. Completeness and clarity of content must be emphasized. The requirements stated do not preclude proposers from furnishing additional reports, functions, or other information as deemed appropriate. Four (4) originals and one (1) digital copy shall be submitted.

Mowing Service for City of Deer Park

Written Questions:

Questions may be submitted through the Director of Parks and Recreation, Charlie Sandberg: csandberg@deerparktx.org.

Questions of a substantial nature will be addressed in an addendum, posted on the City's Purchasing Web page for all interested parties.

Mowing Service for City of Deer Park

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Mowing Service for City of Deer Park

SPECIFICATIONS

SECTION I: Proposal Intent

Premises

The City of Deer Park is seeking proposals for the process necessary to complete the mowing and edging on the below specified medians, entrances and right of ways, and additional maintenance services in Deer Park, Texas 77536.

Contract Length

The contract will begin October 1, 2021 through September 30, 2022. The City of Deer Park will then have the option to renew the contract with the current vendor for an additional year of service. This option may be exercised for up to three (3) concurrent years. This option will be reviewed on July 1 of each year. After the second year of the contract, price adjustments may be made, however adjustments will not exceed the Houston Area Consumer Price Index for those services. The City of Deer Park reserves the right to not exercise this option after the initial year contract is completed. If at any time during the contract term the vendor does not meet the requirements specified herein, the City shall have the right to cancel the contract with 60-days written notice. The vendor may also give a 60-day notice to terminate the contract.

Schedules

The proposed minimum required mowing schedule is included on pages 8-10 in this packet; however, additional work may need to be completed as required.

General Standards

Park Operations Supervisor or designee will monitor the quality of work provided by the contractor's staff and will immediately report to the successful contractor if the standards are not met. The successful contractor will then have one business day to take corrective action in a manner deemed satisfactory to the Park Operations Supervisor.

Contractor is responsible for appointing or selecting a designated representative to serve as spokesperson or point of contact on behalf of the contractor. The contractor agrees to notify the Park Operations Supervisor of any changes associated with the designated representative (i.e. contact information, representative change, etc.) in a timely manner not to exceed five (5) business days.

Contractor's employees are not to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the contractor and has met the requirements as established in these specifications.

Mowing Service for City of Deer Park

Proposal Organization and Format

Proposal should be submitted on 8.5 by 11-inch paper securely bound. Submissions must contain all applicable items requested, and be organized as shown below. Each section should be separated by tabs and labeled.

- Cover clearly displaying the title of the RFP
- Table of Contents
- Introductory letter, to include name and contact information for the primary City contact with the firm
- A proposed Operations Plan detailing the tasks to be completed as listed under Scope of Services
- A description of previous work similar to the request including a list of comparable clients where similar services have been provided within the last five years, with dates services were provided and contact information.
- Reference Data Sheets (minimum 3)
- Proof of Insurability
- Conflict of Interest Questionnaire
- **Submissions should be limited to a maximum of twenty (20) pages, front and back, excluding tabs.**

SECTION II: REQUEST FOR PROPOSALS SELECTION AND AWARD PROCESS

1. Request for Proposals Scoring and Selection

The purpose of the request for proposals is to demonstrate the company's qualifications, competence, capability and capacity to meet the City's requirements. An evaluation committee will review the request for proposals submitted and rank each based on the evaluation criteria specified below. The City may require additional information after the review of the initial information received. Interviews may be conducted individually with firms who submit responsive request for qualifications and who are determined reasonably qualified for award of the contract. The City of Deer Park reserves the right to reject any proposals and does not guarantee a contract will be awarded. All costs associated with the preparation of the request for qualifications, site visits, presentations, and any other costs are the responsibility of the submitting firms. Responding to this RFP constitutes understanding and agreement to methods of evaluation and selection.

2. Evaluation Criteria

Evaluation of the request for proposals received may consider but shall not be limited to the following review criteria:

- | | |
|---|------------|
| ▪ General Quality and Adequacy of Response | 5% |
| ○ Completeness and thoroughness, responsiveness to terms and conditions | |
| ○ Understanding of the contract scope | |
| ▪ Operations Plan | 40% |
| ▪ Pricing Proposal | 50% |
| ▪ References | 5% |

3. Right to Reject Request for Qualifications and Contract Terms

The City of Deer Park reserves the right to reject any request for proposals. If contract negotiations cannot be

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concluded successfully with the highest scoring firm, City of Deer Park may negotiate a contract with the next highest scoring firm and so on until an agreement is reached.

4. Funding Out

The State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget is approved. Should, during the term of this contract, funds be withdrawn by the funding authority, a Force Majeure shall be deemed to exist, and this contract may be terminated without penalty or recourse by either party.

SECTION III: SCOPE OF WORK

Staff and Employees of the Contractor

Contractor shall provide supervision of all work crews at all times while performing work under this agreement. Personal supervision is not required if equipment or other means are provided that enable the work crew to communicate with the contractor at all times.

The contractor's job supervisor and additional personnel as deemed necessary must be fluent in the English language. There is to be, at a minimum, one (1) person on each shift on site, who can speak, read and write English.

Contractor shall be solely responsible for any injuries to contractor's personnel while servicing the medians, entrances and right of ways under this contract.

Contractor is responsible for appointing or selecting a designated representative to serve as spokesperson or point of contact on behalf of the contractor. The contractor agrees to notify the Park Operations Supervisor of any changes associated with the designated representative (i.e. Contact information, representative change, etc.) in a timely manner not to exceed five (5) business days.

Uniforms

Contractor will provide uniforms for staff that project a professional image including appropriate footwear. Uniforms shall be neat in appearance, no holes, stains, etc. In addition, Contractor shall provide their employees with all necessary safety equipment (i.e. safety vest, glasses, earplugs, etc.) and insure that they are practicing safe work environment habits.

Equipment

Contractor warrants that all such equipment for servicing medians, entrances and right of ways are adequate for the work. Mowing equipment shall be equipped with sharp blades so it does not tear, but cleanly cut the blades of grass. Additionally, the contractor shall maintain or have immediate access to adequate backup equipment in order to sustain continuous operations in the event of equipment failure. The use of insufficient and / or inadequate machinery or equipment as determined by the Park Operations Supervisor deemed a breach of the contract.

Contractor shall be responsible for all damages to his equipment during the course of this agreement. The City reserves the right to condemn contractor's equipment, if said equipment judged unsafe for use, posing a health and/or safety matter, or is otherwise working improperly.

Mowing Service for City of Deer Park

Any damage incurred to City of Deer Park's property by the contractor's staff will be repaired by the Contractor. All costs associated with repair will be the Contractor's responsibility.

Work Schedule

This contract requires, as a minimum, the following work schedule:

Rain out days will be followed by the next available day on all areas.

The following schedule will be observed:

- Area "D.1" - Weekly March – October (Bi-Monthly November – February)
- Area "D.2" - Weekly March – October (Bi-Monthly November – February)
- Area "E.1" - Weekly March – October (Bi-Monthly November – February)
- Area "E.2" - Weekly March – October (Bi-Monthly November – February)

Mowing Duties and Requirements

Area "D.1"

- Medians on East Blvd.
- Stormwater drain inlets on East Blvd.

Area "D.2"

- Right-of-ways along the side of East Blvd.
- Stormwater drain inlets on East Blvd.
- Right-of-ways along the side of East "X" Street.
- Right-of-ways along Aaron St.

Area "E.1"

- Amy Street Spillway
- Cloudcroft cul-de-sac
- Oklahoma subdivision entrance
- Bayou Bend Esplanades
- Kingsdale Facility

Area "E.2"

- Catalina Detention Pond
- Chandler Detention Pond

Mowing - The grass within Area "D" and Area "E" shall be maintained / mowed to an approximate height of one and one-half (1 ½) to two (2) inches weekly during the specified mowing schedule. A mowed area shall be free of clumped grass and deep tire tracks or ruts from mowing equipment. Turf will be cut in a professional manner being no scalped turf or leaving the area with clippings on any paved surfaces such as streets, parking lots, sidewalks, driveways and/or on an adjacent property. Do not blow grass clippings into mulched areas such as flowerbeds and tree rings. Contractor is responsible for making sure that all grass clippings are either blown back into the median or manually raked up and removed from the aforementioned paved areas.

Weed eating and Edging – For Area "D" and Area "E" all curbs, sidewalks, trees, shrubs, rock beds or signs in

Mowing Service for City of Deer Park

medians, entrances and right of ways must be mechanically edged to a one inch depth and one-fourth inch width where they exist using a metal blade exposing the concrete surface of curb areas. The initial edging shall be completed by the end of the first maintenance cycle and all edges must be maintained through the duration of the contract. Edging may be accomplished with a string line trimmer after the first initial mechanically edge cut. Edging shall be completed at the same time as the mowing so removal of debris from both operations can be removed at one time.

For all areas, all curbs, trees, shrubs, rock beds or signs in medians, entrances and right of ways will be mechanically trimmed with a string trimmer. Trees shall be trimmed around and up to the base. If a mulch ring is present around the tree, trimming must be completed up to the ring and inside the mulch so the area is free of weeds.

Contractor is responsible for making sure that all grass clippings are either blown back into the median or manually raked up and removed from the aforementioned paved areas. Grass clippings are not to be blown in to any storm water inlets.

Chemical Application – Contractors may use chemical applications for weed control in their management for Area “D” and parts of Area “E” including but not limited to, curbs, rock beds, drain inlets, left hand turn lanes, expansion joints, and around signs in medians, entrances and right of ways; with prior written approval from the Parks and Recreation Department. If proposing to use chemical applications for weed control, a current Pesticide Applicator License issued by the Texas Department of Agriculture will be required and the City will need copy(ies) for our records. Prior to first application, the Contractor will meet with the Park Operations Supervisor to review all areas requiring chemical application. The use of chemical control must be utilized with care so as not to damage turf areas. The areas of chemical control must not exceed areas larger than six (6) inches around any sign posts, monument signs, curbs, and inlets. At no time is the contractor allowed to spray trees rings or beautification beds. The use of identification dye is not permitted unless prior permission is obtained. It is the contractor’s responsibility to abide by all guidelines associated with their approved license.

Litter Removal – For all areas, contractor will pick up all litter and debris throughout the medians, entrances and right of ways prior to mowing or performing any work. Contractor shall remove all litter and place in contractor’s receptacle. Removal and disposal of litter and debris shall be the sole responsibility of the contractor. Contractor will pick up all litter and debris four (4) inches or larger throughout the entrances and right of ways prior to mowing or performing any work. Removal and disposal of litter and debris shall be the sole responsibility of the contractor. Contractor also agrees that they shall be responsible for any and/or all landfill fees, if any, associated with the disposal of the litter and debris. Any litter, cut or broken during maintenance operations, shall be completely removed from the medians, entrances and right of ways immediately and prior to proceeding with the mowing.

Mowing Service for City of Deer Park

Section V: Pricing Proposal

Inclusive Pricing

Proposer pricing is to include all expenses, fees and charges related to the delivery of the specified goods or services. The City will not pay any additional charges other than the proposal price. Proposer has the option of proposer on all or selected areas and alternates.

I, Merriam Group, LLC, (Company) have reviewed the proposal specifications and proposed contract with the City of Deer Park.

I herein agree to attached proposal by the terms of the Proposal Specifications and herein submit the attached proposal. SIGNED on this the 20th day of August, 2021.

Area "D.1"

	Each		Total
Medians on East Blvd	<u>878.00</u>	x 43	<u>37754.00</u>
Storm water drain inlets on East Blvd			

Area "D.2"

Right of ways along the side of East Blvd			
Storm water drain inlets on East Blvd.			
Right of ways along Aaron St.			
Right of ways along X Street	<u>356.00</u>	x 43	<u>15308.00</u>

Area "E.1"

	Each		Total
Amy Street spillway	<u>240</u>	x 43	<u>10320.00</u>
Cloudcroft cul-de-sac			
Oklahoma subdivision entrance			
Bayou Bend Esplanades			
Kingsdale facility			

Area "E.2"

	Each		Total
Chandler Detention Pond	<u>80</u>	x 43	<u>3440.00</u>
Catalina Detention Pond			

GRAND ANNUAL TOTAL

(Sum of Area "A" + "B" + "C" = Totals)

16822.00

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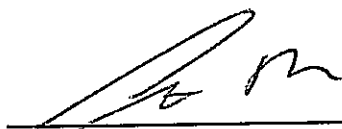
It is understood and agreed that the above described, item, material and / or equipment, or service shall carry the standard warranty of the manufacturer or provider and be delivered on site in accordance with the attached specifications.

The undersigned certifies that the proposal price contained in the foregoing proposal has been carefully checked and is submitted in duplicate.

15716 S. Brentwood
Business Mailing Address

Channel View, TX 77530
City, State, and Zip Code

281 862-2887
Telephone



Authorized Representative's Signature Name

Christophe Merriam
Authorized Representatives' Printed Name

8-30-21
Date

Mowing Service for City of Deer Park

SUMMARY RESPONSE PAGE

Mowing Service for the City of Deer Park Municipal Buildings

COMPLETE LEGAL NAME of firm submitting proposal:

Merriam Group, LLC

Mailing Address: 15716 S. Brentwood

City, State, & Zip: Channelview, TX 77530

Phone: 281 802 2887 E-mail Contact: connie@econocuts.com

GRAND ANNUAL TOTAL of proposal from Proposed Pricing \$ 66,822.00

Are you offering a discount? ☒ Yes ☐ No if so, please indicate discount 5%

Authorized Signature [Signature] Date 8-30-21

Signature indicates proposer accepts the specifications, terms and conditions of this solicitation and that proposer is neither delinquent on any payment due the City nor involved in any lawsuit against the City.

Print Name Christophe Merriam Title President

Are you proposing as a

☐ Corporation

☐ Non-Profit Corporation

☒ Limited Liability Company

☐ Partnership

☐ Individual or Sole Proprietor

M/WBE: If you are a minority-owned or woman-owned business, please check which type and list any certification number ☐ Black ☒ Hispanic ☐ Asia-India ☐ Asia-Pacific
☐ Native American ☐ Woman-Owned Certification # _____

REFERENCES:

This solicitation requires references. Please attach to this page a list of five (5) references either currently doing business with you or having purchased goods or services within the past 24 months. For each reference list name, contact person, address, telephone, and e-mail address, years doing business with reference and any other pertinent information to help the City of Deer Park verify the quality of goods or services your firm provides.

Mowing Service for City of Deer Park

STANDARD CONTRACT FOR SERVICES

Attachment L

STATE OF TEXAS

COUNTY OF HARRIS

THIS AGREEMENT, made and entered into this 31 day of August A.D. 2021, by and between The City of Deer Park, of the County of Harris and the State of Texas, acting through It's Mayor, Jerry Mouton, thereunto duly authorized so to

do, Party of the First Part, hereinafter termed OWNER, and Merriam Group, LLC of
Name of Contractor

Channelview, Texas County of Harris

Contractor's City

Name of County

and State of Texas, Party of the Second Part, hereinafter termed CONTRACTOR.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Party of the First Part (OWNER), the said Party of the Second Part (CONTRACTOR), hereby agrees with the said Party of the First Part (OWNER) to commence and complete the services of certain services described as follows:

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and all extra work in connection therewith, under the terms as stated in the General Conditions of the Agreement and at his (or their) own proper cost and expense to furnish all the materials, and supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said services, in accordance with the conditions and prices stated in the Proposal attached hereto, printed or written explanatory matter thereof, and the Specifications and addenda thereof, as prepared by the City of Deer Park, herein entitled the CITY, each of which has been identified by the CONTRACTOR and the CITY, together with the CONTRACTOR'S written Proposal, the General Conditions of the Agreement, all of which are made a part hereof and collectively evidence and constitute the entire contract.

The CONTRACTOR hereby agrees to commence work within thirty (30) days after the date written notice to do so shall have been given to him, and to substantially complete the same within working days after the date of the written notice to commence work, subject to such extensions of time as are provided by the General and Special Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds the price or prices shown in the proposal, which forms a part of this contract, such payments to be subject to the General and Special Conditions of the Contract.

Mowing Service for City of Deer Park

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in the year and day first above written.

The City of Deer Park

Party of the First Part


(OWNER)

By: _____

Mayor Jerry Mouton Jr.

Party of the Second Part

(CONTRACTOR)

By:  _____
Christophe Merriam

Title: President

Attest By: _____

Attest By: _____

(SEAL)

(SEAL)

Mowing Service for City of Deer Park

CHECKLIST FOR PROPOSALS

Attachment C

Documents to be submitted in response to this request for proposal (REQUEST FOR PROPOSAL)

☒ PROPOSAL PRICING PAGE: All lines completed

☒ PROPOSAL RESPONSE: Completed Summary Response Page

☐ DUE DATE (Proposal must be received & stamped in City Secretary's Office no later than 2:00 PM on September 10, 2021)

Proposals failing to comply with the above will be deemed non-responsive.

These items are to be submitted with your response; however, if a document is inadvertently omitted, it must be received before award recommendation.

☐ FOUR (4) ADDITIONAL HARD COPY AND ONE (1) PDF DIGITAL COPY OF PROPOSAL

☐ CONFLICT OF INTEREST STATEMENT (If applicable) (Attachment E)

☒ COVER PAGE (As requested on the Summary Response Page)

☐ TABLE OF CONTENTS (As requested on the Summary Response Page)

☒ INTRODUCTORY LETTER (As requested on the Summary Response Page)

☒ DETAILED WORK HISTORY (As requested on the Summary Response Page)

☒ REFERENCES (As requested on the Summary Response Page)

☒ INSURANCE AFFIDAVIT (Attachment F)

☐ INDEMNIFICATION BY CONTRACTOR (Attachment G)

☒ CONTRACTOR'S CERTIFICATION OF WORKERS' COMPENSATION (Attachment H)

☒ STANDARD CONTRACT AND ACKNOWLEDGMENT (Attachment J or K)

☒ STANDARD CONTRACT FOR SERVICES (Attachment L)

☒ PARTNERSHIP ACKNOWLEDGMENT (If applicable) (Attachment M)

☒ OPERATIONAL PLAN (Attachment-O)

Attachment E

CONFLICT OF INTEREST QUESTIONNAIRE FORM CIQ

For vendor or other person doing business with local governmental entity

OFFICE USE ONLY

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

Date Received

1

2

3

4

Name of person doing business with local governmental entity.

☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

Name each employee or contractor of the local governmental entity who makes recommendations to a local government officer of the governmental entity with respect to expenditures of money AND describe the affiliation or business relationship.

Name each local government officer who appoints or employs local government officers of the governmental entity for which this questionnaire is filed AND describe the affiliation or business relationship.

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AFFIDAVIT FOR INSURANCE REQUIREMENTS Attachment F

To Be Completed By Insurance Agent/Broker and Proposer

Section 1 I, the undersigned Agent/Broker, reviewed the insurance requirements. If the Proposer listed below is awarded a contract by the City of Deer Park for this Request for Proposal, I will furnish the City, within fifteen calendar days of notification of award, an insurance certificate and Declaration Page with Endorsements to show that all insurance requirements have been met, including naming the City of Deer Park as additional insured.

Agent's Name: Heather Smyrl

Agency Name: Highpoint Insurance Group LLC

Address: 4300 FM 2351

City/State/ZIP: Friendswood, Texas 77546

Telephone No: () 281-204-8792 E-mail Address: arivera@hpigrp.com

Proposer's Name/Company: Merriam Group LLC

Name of Request for Proposal: _____

Insurance Agent/Broker Signature: Heather Smyrl Date: 8/31/2021

Section 2 If the above fifteen day requirement is not met, the City of Deer Park has the right to reject this proposal and award the contract to the next lowest Proposer meeting specifications or to the next most favorable proposal. Questions concerning these requirements, and requests for exceptions, must be submitted by date included in Proposers' Instructions.

By submitting a proposal and signing below I affirm the following: I am aware of all costs to provide the required insurance, will do so pending contract award, and will provide a valid insurance certificate meeting all requirements and policy endorsement within fifteen calendar days of notification of award. I further agree to the indemnification statement listed in the insurance requirements.

Signature: [Signature] Date: 8/31/2021

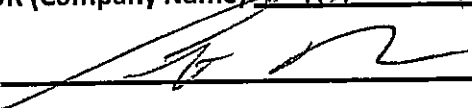
Mowing Service for City of Deer Park

INDEMNIFICATION BY CONTRACTOR Attachment G

The contractor agrees to defend, indemnify, and hold harmless the City of Deer Park, its officers, agents, employees, appointees and volunteers against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by contractor's breach of any of the terms or provisions of this contract, or by any negligent or strictly liable act or omission of contractor, its officers, agents, employees, or subcontractors, in the performance of this contract; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of the City, its officers, agents or employees, and in the event of joint and concurrent negligence or fault of contractor and City, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without waiving any governmental immunity available to the City under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

Contractor further agrees to defend, at its own expense, and on behalf of City and in the name of City, any claim or litigation brought in connection with any such injury, death, or damage.

The liability that is assumed by Contractor under the terms of this paragraph shall not exceed the sum of the required amount of liability coverage to be carried by the Contractor under this contract.

CONTRACTOR (Company Name) Merriam Group, LLC
SIGNATURE 
PRINTED NAME Christophe Merriam
PRINTED TITLE President

Mowing Service for City of Deer Park

CONTRACTOR'S CERTIFICATION OF WORKERS' COMPENSATION Attachment H

I, Heather Smyrl, an authorized
(Name)
representative of Highpoint Insurance Group LLC, do certify that the
(Insurance Agency)

Workers' compensation policy, of the insured Merriam Group LLC,
(Contractor)

On the "Standard Certificate of Insurance Form for the City of Deer Park" meets all current
Texas state laws and requirements.

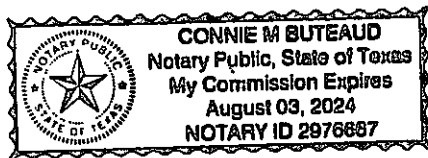
By: Heather Smyrl Address: 4300 FM 2351
Friendswood, Texas 77546

Title: CFO Date: 8/31/2021

On this 31 day of August, 2021, personally appeared Heather Smyrl,
an authorized representative of Highpoint Insurance Group LLC
(Insurance Agency)

Known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me
that he/she executed the same for the purpose of certifying that the Insured is covered by worker's
compensation in accordance with current Texas state laws.

My commission expires: 8/3/2024



Connie M Buteaud
Notary Public In and For the State of Texas

Mowing Service for City of Deer Park

STANDARD CONTRACT AND ACKNOWLEDGMENT Attachment J

STATE OF TEXAS
COUNTY OF HARRIS § KNOW ALL PERSONS BY THESE PRESENTS:
CITY OF DEER PARK

I.

Conditioned upon Proposer being awarded by the Deer Park City Council, or award being made administratively, the solicited items set out in this Request for Proposal and upon order of the City of Deer Park, Texas, a municipal corporation located in Harris County, Texas and incorporated as a home rule city under the Constitution of the State of Texas ("City"), Proposer does hereby agree to furnish and/or deliver to City in accordance with the terms of Proposer's submitted Proposal and the Specifications in above referenced Request for Proposal, the services listed as awarded to Proposer in the Deer Park City Council resolution awarding such services, or listed in the Administrative Award. Execution of said Resolution or Administrative Award shall evidence City's acceptance of this contract.

II.

City agrees to pay Proposer for services at the unit price listed upon the Proposal Page and Specifications or at the negotiated rate determined by the Proposer's proposal and any subsequent modifications agreed to by both Proposer and the City, with payment being subject to any discount terms stated or agreed upon, and subject to any payment terms contained elsewhere within the solicitation documents, this contract and its attachments. Any purchase of services so that the cumulative total of payments under this contract exceeds the amount authorized in the City Council Resolution awarding proposal to Proposer may require additional authorization.

III.

It is understood that the following documents, to wit: the Notice to Proposers, the Standard Terms and Conditions, the General Instructions to Proposers, the Special Instructions to Proposers, the Specifications, the Proposal Page or Proposal, and the Summary Response Page are hereby made a part and parcel of this contract and incorporated herein for all purposes.

IV.

The date of any payment, whether net or gross, shall be determined by calculating the number of days after receipt of invoices from Proposer, or after reasonable verification as to the requirements specified, whichever is later.

V.

Venue of any court action brought directly or indirectly by reason of this contract shall be in Harris County, Texas. This contract is made and is to be performed in Harris County, Texas.

VI.

If Proposer fails in any manner to fully perform each and all of the terms, conditions and covenants of this contract, he shall be in default and notice of default shall be given to Proposer by the Purchasing Agent of the City. In the event that Proposer continues in default for a period of seven (7) days after receipt of the above-mentioned notice

Mowing Service for City of Deer Park

STANDARD CONTRACT AND ACKNOWLEDGMENT
CORPORATE ACKNOWLEDGMENT
Attachment K

THE STATE OF Texas
COUNTY OF Harris

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared:

Christophe Merriam

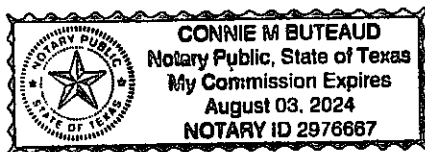
(Print Name)

President

(Print Title)

of the corporation known as Merriam Group, LLC, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said corporation, that he or she was duly authorized to perform the same by appropriate resolution of the board of directors of such corporation and that she or he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 31 day of August, A.D., 2021.

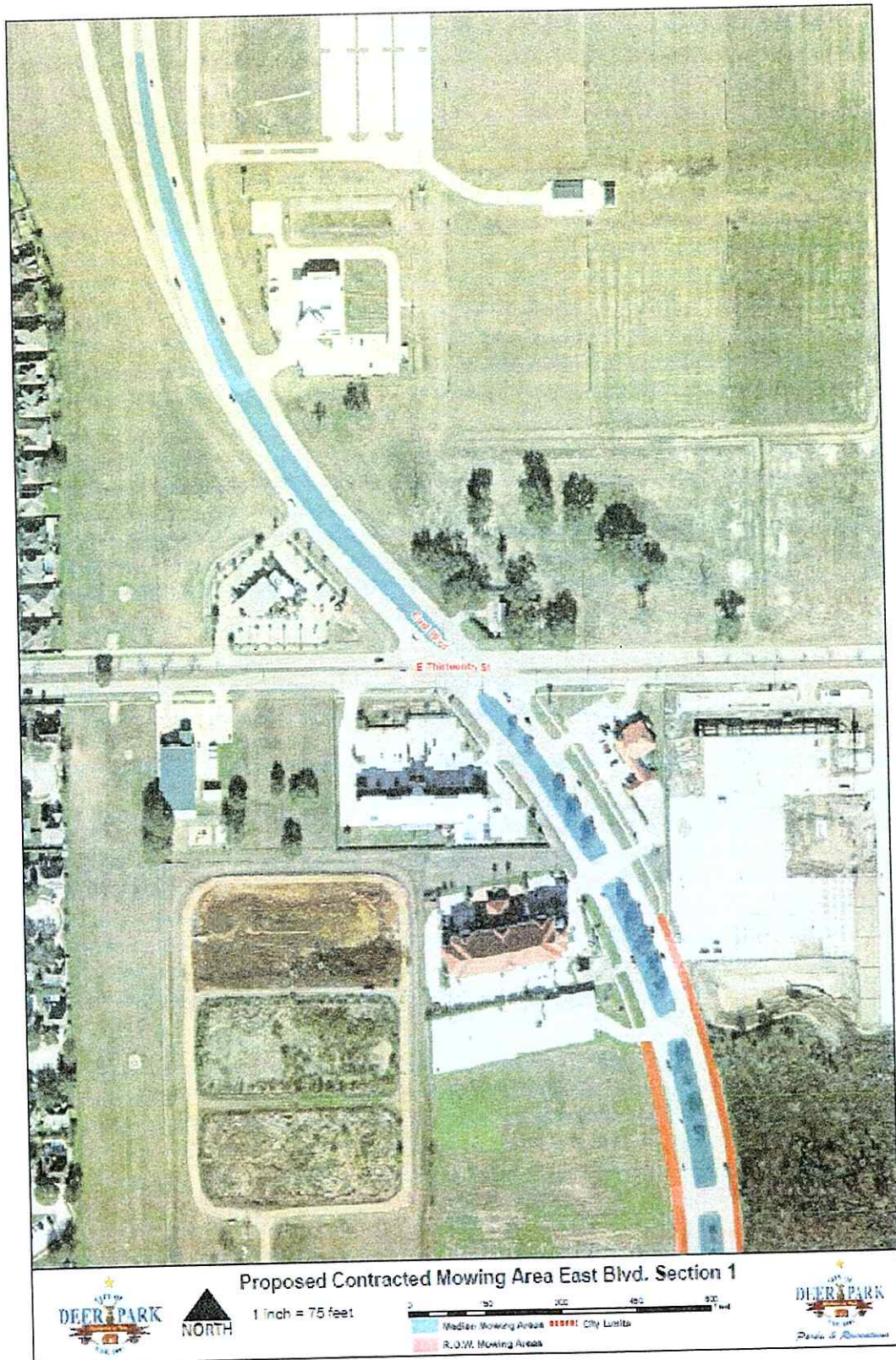


Connie M Buteaud
Notary Public In and For State of
Texas County, Harris
My Commission expires:
8/3/2024

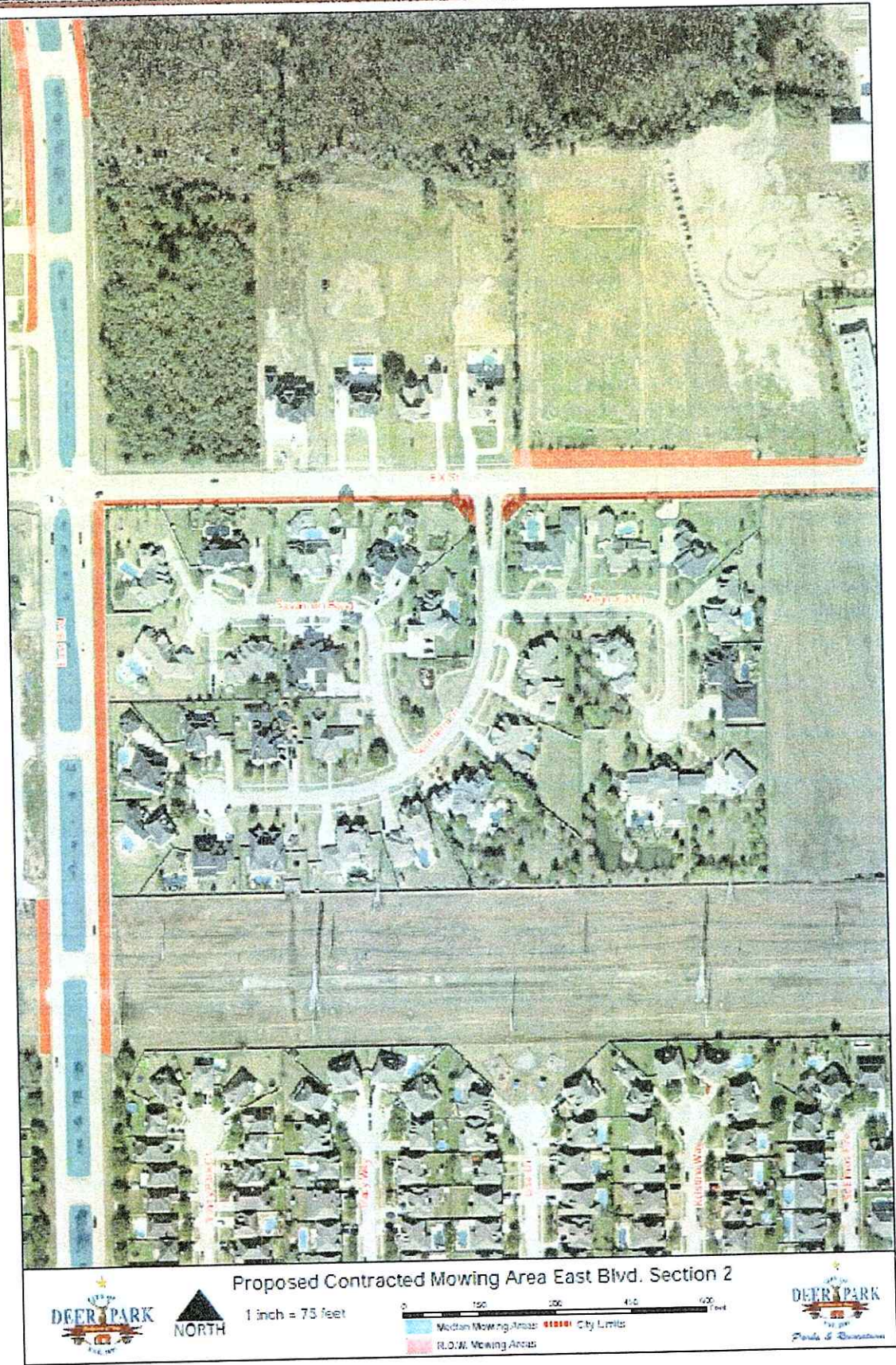
Mowing Service for City of Deer Park

Sample Mowing Services Map

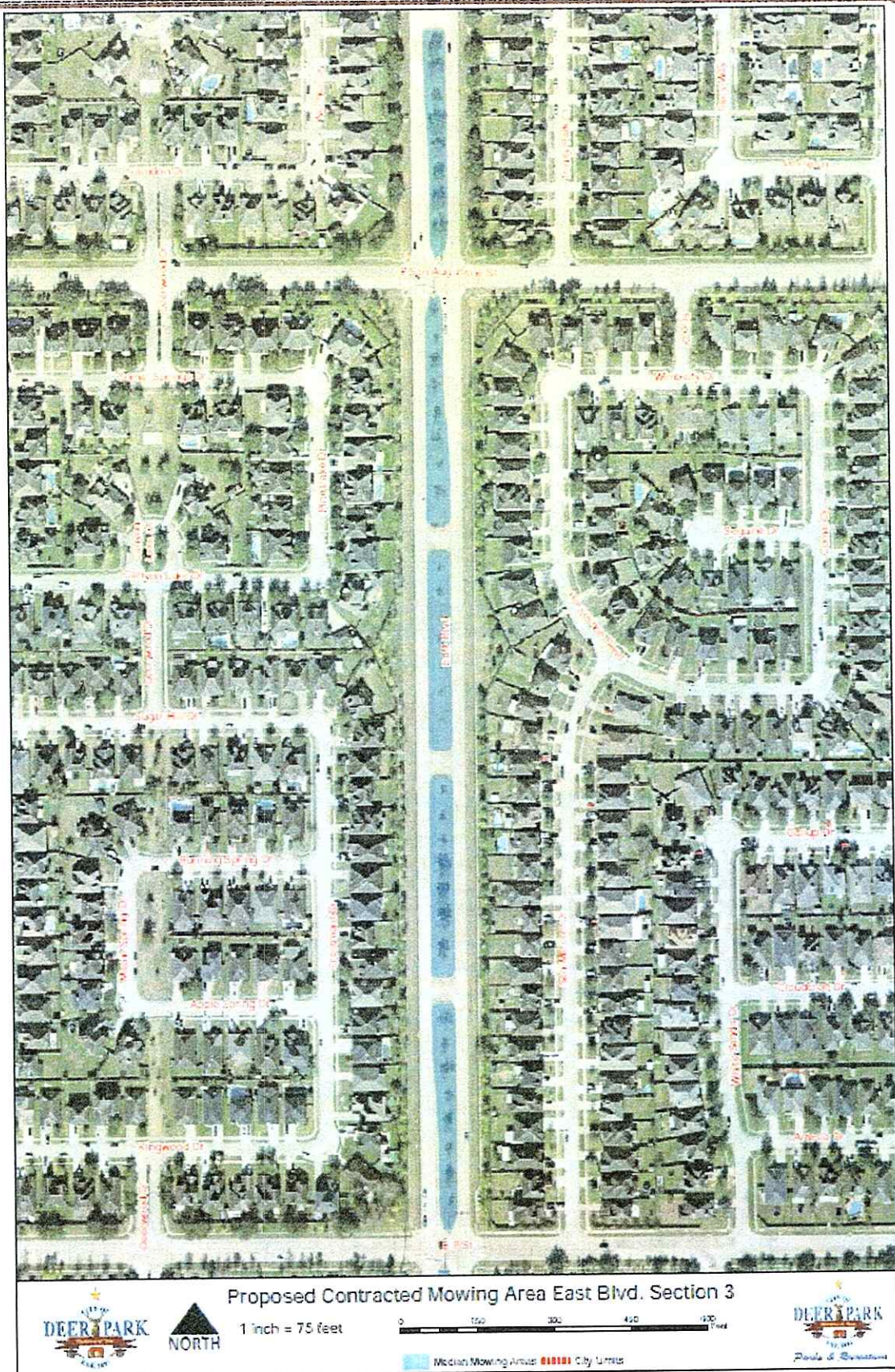
Attachment N



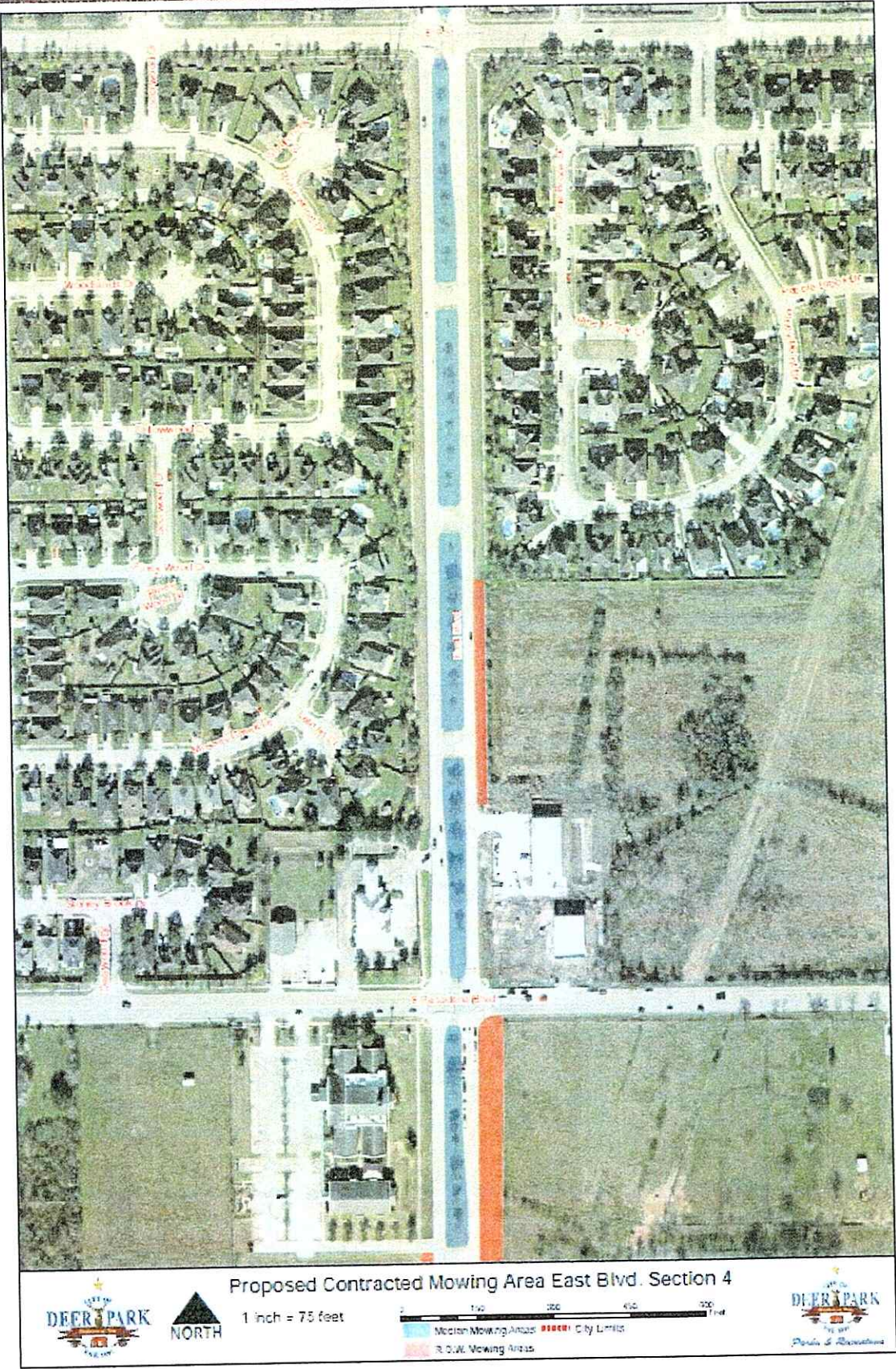
Mowing Service for City of Deer Park



Mowing Service for City of Deer Park



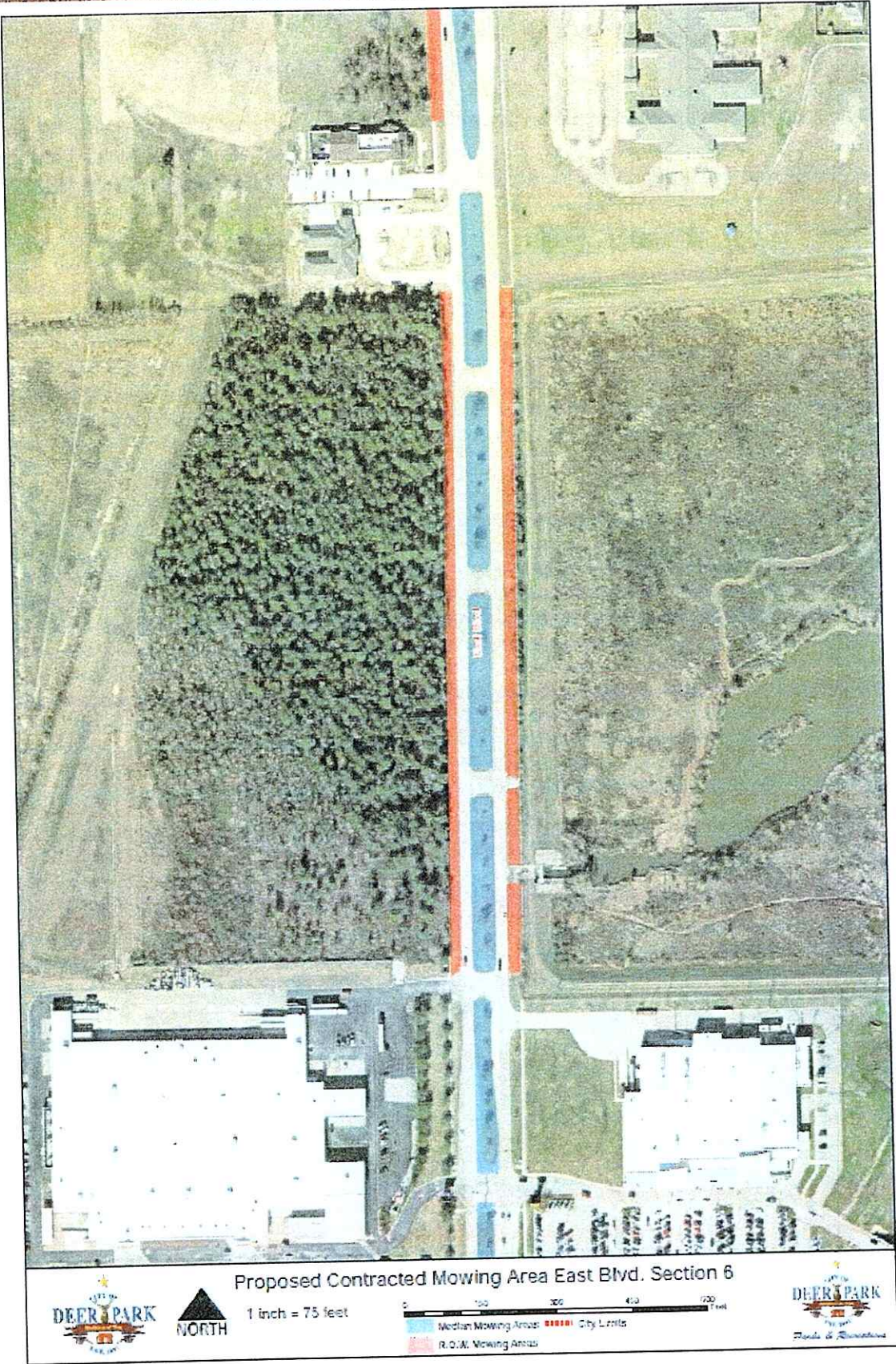
Mowing Service for City of Deer Park



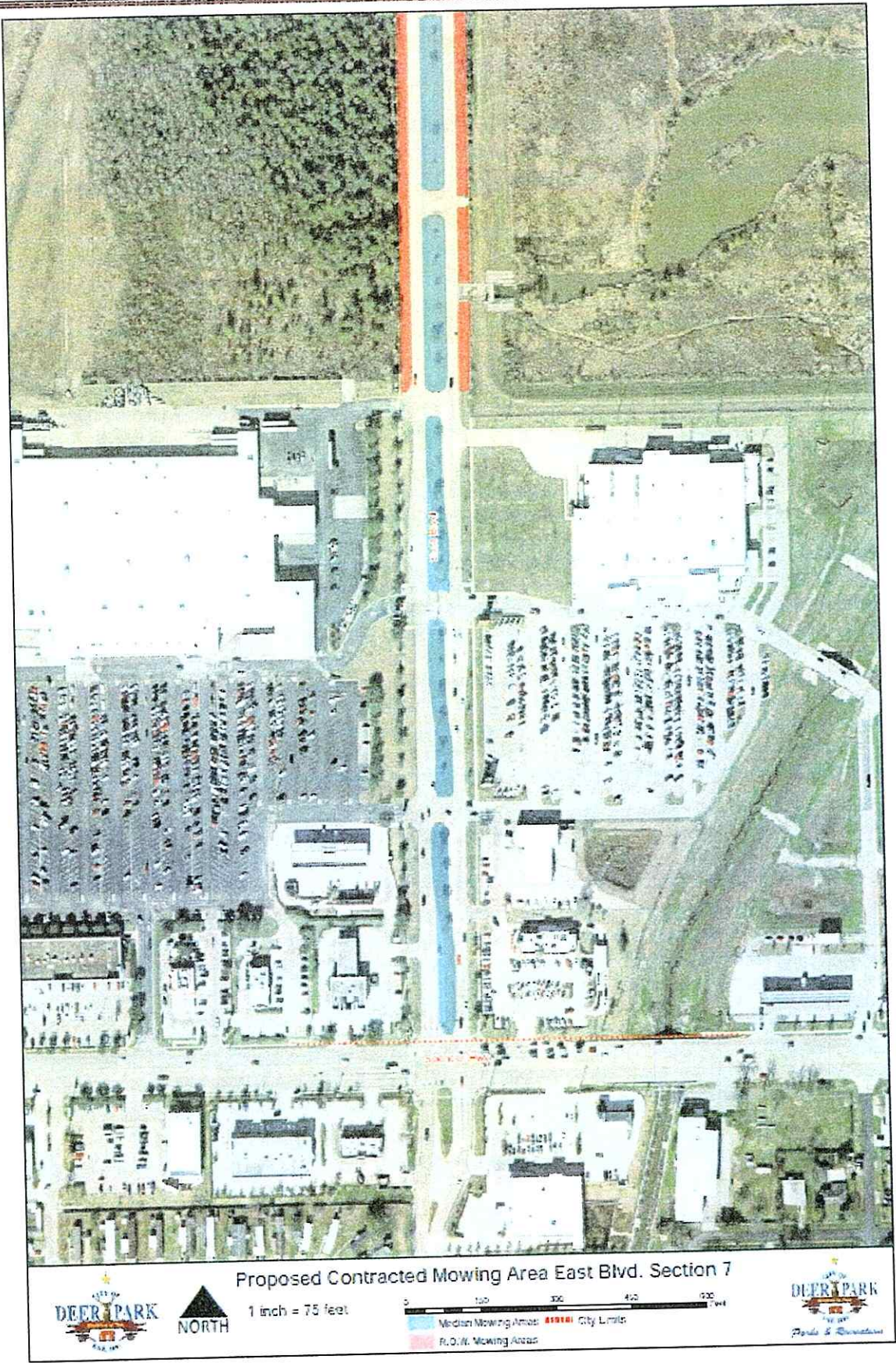
Following service for city of [redacted]



Mowing Service for City of Deer Park



Mowing Service for City of Deer Park



Mowing Service for City of Deer Park



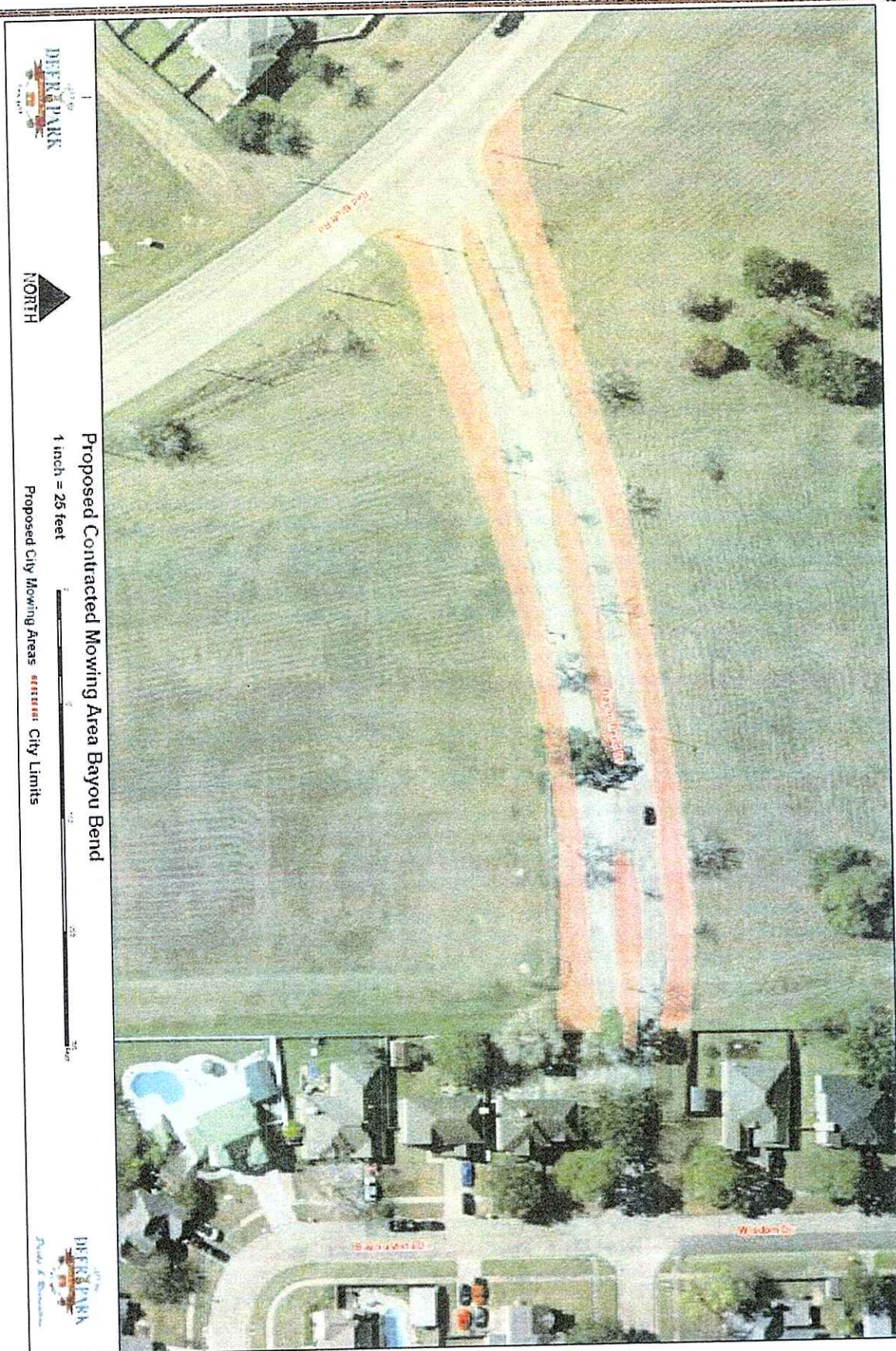
Mowing Service for City of Deer Park



Mowing Service for City of Deer Park



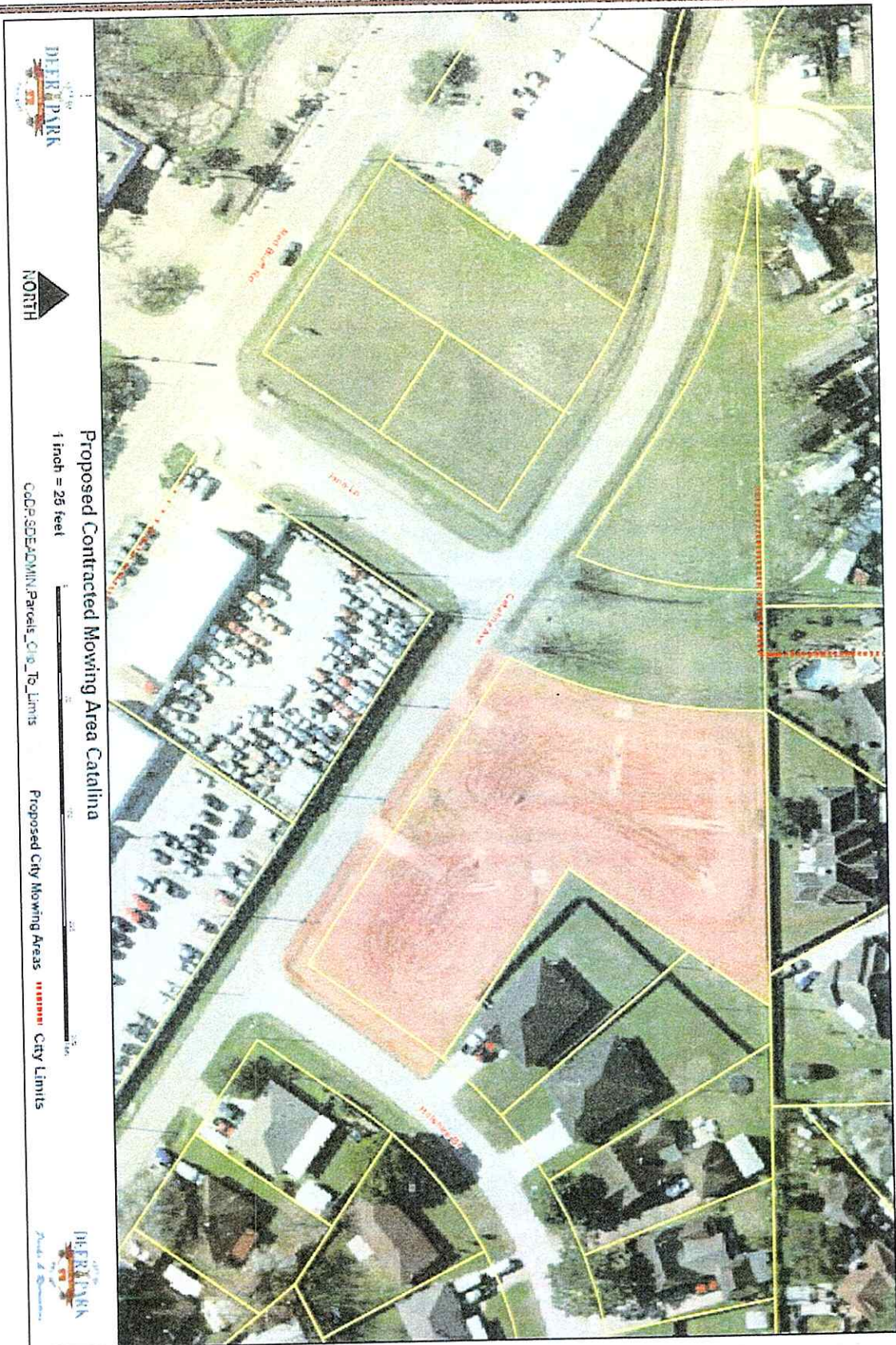
Mowing Service for City of Deer Park



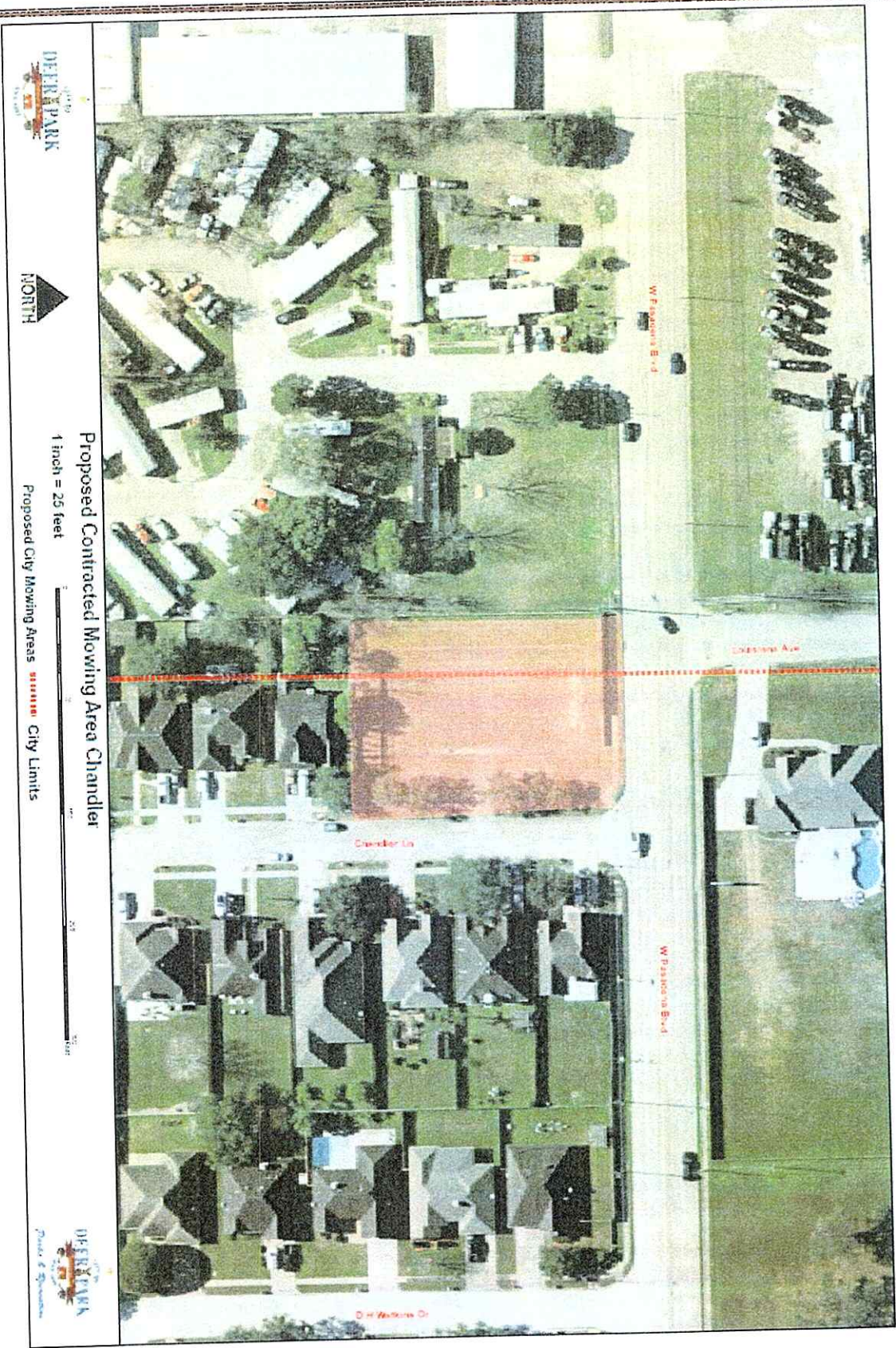
Mowing Service for City of Deer Park



Mowing Service for City of Deer Park



Mowing Service for City of Deer Park





The Merriam Group, LLC
15716 S. Brentwood
Channelview, TX 77530
281.862-2887
281-862-0754 fax

www.econocuts.com

Mowing Service for the City of Deer Park
August 30, 2021

Operational Plan

Staffing includes:

- Account Manager
- Crew Leader
- 2 Foreman
- 3 Gardeners

Includes Isuzu NPR with attached Landscape trailer – equipment included

- 3-72" mowers
- 2-60" mowers
- 1-48" mower
- 4-gas powered weed eaters
- 2-stick edgers
- 3-gas powered blowers
- 2-pole trimmers (one long & one short)
- Brush Hog
- 1-back pack sprayer
- Barricade -safety cones

Street path – of motion to be determined once contract is awarded.

**Thank you and we look forward to continuing to
work with the
City of Deer Park**



The Merriam Group, LLC
15716 S. Brentwood
Channelview, TX 77530
281.862-2887
281-862-0754 fax

www.econocuts.com

REFERENCES

Robby Lyde
8 years
City of Pasadena
P.O. Box 672
Pasadena, TX 77501
832 294 3996
rlvde@pasadenatx.gov

Kristine Fox, CPM
9 years
Fidelis Realty Partners
4500 Bissonnet Street | Suite 200
Bellaire, TX 77401
D 713-693-1416 | C 832-431-1858
kfox@frpltd.com

Jennifer Gourlay
9 years
NAI Partners
11301 Fallbrook, Suite 303
Houston, TX 77065
713 275 9645
jennifer.gourlay@naipartners.com

Chelsea Bennett
13 years
Woodforest Civic Association
314 Freeport
Houston, TX 77015
713 453 1503
woodforest@comcast.net

James Walker
2 years
Jones Lang LaSalle
2000 West Loop South, Suite 430
Houston, TX 77027
713 366 3143
JamesW.Walker@am.ill.com

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

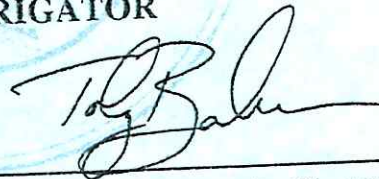
Be it known that

NICOLE M MERRIAM

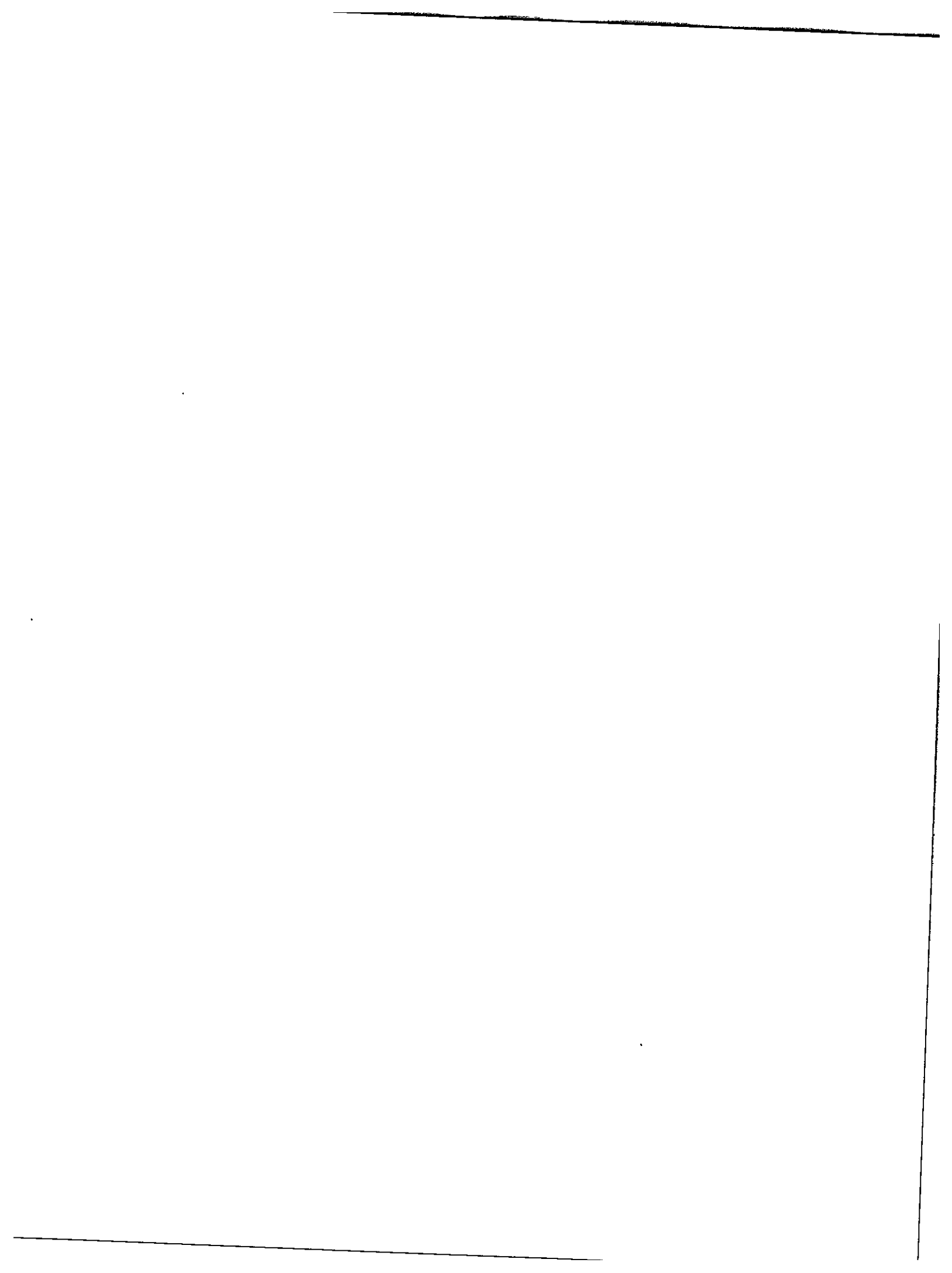
*has fulfilled the requirements in accordance with the
laws of the State of Texas for*

LICENSED IRRIGATOR

*License Number: LI0022889
Issue Date: 04/16/2020
Expiration Date: 05/31/2023*



*Executive Director
Texas Commission on Environmental Quality*



TEXAS DEPARTMENT OF AGRICULTURE
COMMISSIONER SID MILLER
P. O. BOX 12847 AUSTIN, TEXAS 78711-2847
(877) LIC-AGRI (877-542-2474)

For the hearing impaired: (800) 735-2989 TDD (800) 735-2988 VOICE
www.TexasAgriculture.gov



COMMERCIAL PESTICIDE APPLICATOR LICENSE

This is to certify that the person whose name appears below has met the requirements of Texas Agriculture Code Chapter 76, relating to application of restricted-use or state-limited-use pesticides or regulated herbicides. This license is issued for purchase and application of restricted-use or state-limited-use pesticides or regulated herbicides to be used according to label directions consistent with the use categories listed below.

NICOLE MERRIAM
15716 S BRENTWOOD ST
CHANNELVIEW TX 77530

License No:
Effective Date:
Expires:
Categories:

0747261
September 30, 2020
September 30, 2021



3A