

**STATE USE CONTRACT BETWEEN  
CITY OF SAN MARCOS AND EASTER SEALS CENTRAL TEXAS  
THROUGH WORKQUEST  
CONTRACT NUMBER 222-259**

This Contract for vegetation and litter control is entered into by and between the City of San Marcos, “City” and the Contractor, Easter Seals – Central Texas “Contractor”, based upon negotiated price and specifications and certified by WorkQuest, as a contract under the provisions of Chapter 122 of the Human Resources Code.

**AGREEMENT**

In consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

**ARTICLE 1. CONTRACTING PARTIES**

City: City of San Marcos, Texas, “City”  
 Contractor: Easter Seals – Central Texas, “Contractor”  
 Certifying Party: WorkQuest

**ARTICLE 2. CONTRACT PERIOD**

The contract period for this Agreement begins on October 1, 2023 and will end on September 30, 2024.

**ARTICLE 3. SERVICES TO BE PERFORMED**

The Contractor will perform the following services:

Services To Be Performed	Annual Cycles
a) Downtown Alleys – mow, trim, and litter pickup	12
b) Medians- Stagecoach, Foxtail Run, McCarty Ln, Mosscliff Cr, Craddock Ave (Bishop to WW), Uhland Rd , Holland & Meadow Pkwy	12
c) City Wide Alleys/ROW (exclusive of the downtown alleys) – mow, trim, and litter pickup	6
d) City Lots – mow, trim, and litter pickup	12
e) City Wide Drainage/Easements – mow, trim, and litter pickup	5
f) Downtown Sweeping (billed by the man hour as requested)	
g) Downtown Trash Receptacles – empty all trash and recycle cans (2 days per week)	52
h) Summer Litter Pickup in River Parks (billed by the man hour as requested)	
i) San Marcos Roadway Area litter pickup (per acre)	24
j) Wonder World Drive – mow, trim, and litter pickup	4
k) Interstate Highway 35 (inside city limits) – mow, trim, and litter pickup	8
l) Neighborhood Parks – mow, trim, and litter pickup	18 & 14
m) Blanco Shoals Natural Area – tractor mowing	6

n) San Marcos River Parks (10) mow, trim, litter (includes Dolly St. 6 times annually)	20
o) RM 12 Water Quality Ponds (5) and Hwy 80 Monument - mow, trim, and litter pickup	4
p) Mowing and Flower Bed maintenance by request (billed by man hour)	
q) CARTS Bus Transit Shelters (20) - litter and empty trash/recycle cans (4 sites on Monday & all 12 on Friday)	52
r) City Facilities mowing	32
s) W/WW Lift Stations	18
t) Homeless Camp Cleanup	
u) Main Street: CM Allen sod & Mobility Hub	32
v) Blanco Riverine Acquisition: Parcels 9 & 10	8
w) Blanco Riverine Acquisition: Parcel 11 & 16	4

The Contractor will observe all safety requirements established by the Texas Department of Transportation during the pick-up process. In addition, the Contractor will haul all trash to the City's facility on River Road and will provide all necessary equipment to accomplish its services. In those areas that require the use of a mower, the height of the blades will be set at a maximum of two (2) to three (3) inches. For those areas requiring the use of weed-eaters, the Contractor will strive to maintain a uniform height of approximately four (4) inches, unless otherwise directed by city staff. In addition, the Contractor will chip all wooded material at the City's compost site and make use of the existing roll-off container provided by the City. These services are to be performed in locations identified by the City. The Contractor will perform all services in accordance with the descriptions contained in this Agreement and as further detailed in Attachment A. The schedule for work identified in this Agreement is tentative. Should the City wish to modify this schedule, the Contractor will adjust the schedule to meet the City's needs.

#### **ARTICLE 4. CONTRACT AMOUNT**

The total amount to be paid by the City to the Contractor for services under this contract will be the annual sum of **\$1,261,436.03**, in accordance with **Attachment A**. Should the Contractor be required to haul materials to a disposal location other than the City's compost site, the City will be billed at a rate of \$18.00 per cubic yard.

#### **ARTICLE 5. PAYMENT FOR SERVICES**

The City will pay WorkQuest, as assignee and servicing agent of the Contractor's interest in the payment under this contract (as directed) for goods and services received. Upon receipt of a proper invoice or voucher submitted by WorkQuest, such payment will be made within thirty (30) calendar days from receipt of same.

Payment by the City to WorkQuest as assignee to the Contractor will be based upon bills presented monthly, with billing based upon the actual performance of the specified work by location.

#### **ARTICLE 6. TERMINATION**

This Agreement may be terminated under any one of the following conditions:

- a) By mutual agreement and consent of both parties.

- b) By the City giving written notice to the Contractor and the Certifying Party as a consequence of failure by the Contractor to satisfactorily perform the services and obligations set forth in this Agreement, with proper allowances being made for circumstances beyond the control of the Contractor.
- c) By either party upon thirty (30) calendar days written notice to the other.

## **ARTICLE 7. REMEDIES**

Violation or breach of contract terms by the Contractor will be grounds for termination of this Agreement, and any increased costs arising from the Contractor's default, breach of contract, or violation of terms will be paid by the Contractor. This Agreement will not be considered as specifying the exclusive remedy for any default, but all remedies existing at law and in equity may be availed of by either party and will be cumulative.

## **ARTICLE 8. SUBLETTING**

The Contractor will not sublet or transfer any portion of its responsibilities and obligations under this Agreement unless specifically authorized to do so in writing by the City.

## **ARTICLE 9. SUCCESSORS AND ASSIGNS**

The Contractor will not assign or otherwise transfer its rights or obligations under this Agreement except with the prior written consent of the City.

## **ARTICLE 10. LEGAL CONSTRUCTION**

In the event that any one or more of the provisions contained in this Agreement will for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provisions thereof and this Agreement will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

## **ARTICLE 11. GOVERNING LAWS AND VENUE**

This Agreement will be construed under and in accordance with the laws of the State of Texas. Any legal actions regarding the parties' obligations and any matters whatsoever arising from this Agreement will be filed and maintained in Hays County, Texas.

## **ARTICLE 12. PRIOR AGREEMENTS SUPERSEDED**

This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting to this subject matter.

## ARTICLE 13. FUNDING OUT

As applicable to this Agreement, the Contractor understands that funds for the payment for work performed by the Contractor under this Agreement have been provided through the City's budget approved by the City Council for the current fiscal year only. State statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. The City cannot guarantee the availability of funds and enters into this Agreement only to the extent such funds are made available. The Contractor acknowledges and agrees that it will have no recourse against the City for its failure to appropriate funds for the purposes for this Agreement in any fiscal year other than the year in which this Agreement was executed. The fiscal year for the City extends from October 1<sup>st</sup> of each calendar year to September 30<sup>th</sup> of the following calendar year.

## ARTICLE 14. INSURANCE AND INDEMNITY

The Contractor will hold harmless, indemnify, and defend the City and its employees, agents, officers, and servants from any and all lawsuits, claims, demands, and causes of action of any kind arising from the negligent or intentional acts, errors, or omissions of the Contractor, its officers, employees, or agents. This will include, but not be limited to, the amounts of judgments, penalties, interest, court costs, reasonable legal fees, and all other expenses incurred by the City in favor of any party, including the amounts of any damages or awards resulting from claims, demands, and causes of action for personal injuries, death, or damages to property.

The Contractor will procure and maintain, at its expense, insurance with insurance companies authorized to do business in the State of Texas, covering all operations under this Agreement, whether performed by the Contractor or its agents, subcontractors, or employees. Before commencing the work, the Contractor will furnish to the City a certificate or certificates in a form satisfactory to the City showing that the Contractor has complied with this paragraph. All certificates will provide that the policy will not be changed or cancelled until at least thirty (30) calendar days written notice will have been given to the City. Commercial general liability insurance and motor vehicle insurance will be written with the City of San Marcos, Texas, as an additional insured and will be endorsed to provide a waiver of the carrier's right of subrogation against the City. The kinds and amounts of insurance required are as follows:

Workers' Compensation Insurance: In accordance with the provisions of the Workers' Compensation Act of the State of Texas.

Liability Insurance: (1) Commercial general liability insurance with a combined single limit of \$1,000,000 for each occurrence and \$1,000,000 in the aggregate; and (2) motor vehicle liability insurance in an amount not less than \$1,000,000 for injuries to any one person, \$1,000,000 on account of any one accident, and in an amount of not less than \$1,000,000 for property damage.

The stated limits of insurance required by this Paragraph are **minimum only** and it will be the Contractor's responsibility to determine what limits are adequate. These limits may be met by basic policy limits or any combination of basic limits and umbrella limits. The City's acceptance of certificates of insurance that do not comply with these requirements in any respect does not release the Contractor from compliance with these requirements.

## **ARTICLE 15. NOTICE TO PARTIES**

Notice to be effective under this contract must be in writing and received by the party against whom it is to operate. Notice is received by a party as follows: (1) when it is delivered to the party personally; (2) on the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address specified in this Article 15 and signed on behalf of the party; or (3) three business days after its deposit in the United States mail, with first-class postage affixed, addressed to the party's address specified in this Article 15. Any party may change its address by providing notice of such change in accordance with the requirements of this Article 15.

The City's address is as follows:

Greg Carr, Director  
Neighborhood Enhancement Department  
City of San Marcos  
630 East Hopkins Street  
San Marcos, Texas 78666

Office of the Purchasing Manager  
Finance Department  
630 East Hopkins Street, Building 4  
San Marcos, Texas 78666

The Contractor's address is as follows:

Richard Fogelson, Senior Director of Paid Job Training  
Easter Seals  
1770 Redwood Rd  
San Marcos, TX 78666  
Easter Seals - Austin  
2324 Ridgepoint Dr, Suite F1  
Austin, Texas 78754

The Certifying Party's address is as follows:

Tricia Sullivan, Regional Marketing Manager  
WorkQuest  
1011 East 53 ½ Street  
Austin, Texas 78751

## **ARTICLE 16. MISCELLANEOUS**

Each individual signing this contract on behalf of a party warrants that he or she is legally authorized to do so and that the party is legally authorized to perform the obligations undertaken.

This Agreement represents the entire Agreement of the parties, and an amendment to it is not effective for any purpose unless in writing and signed by all parties.

This contract is binding on and inures to the benefit of the parties' successors in interest.

IN WITNESS WHEREOF, the parties have signed duplicate originals of this Agreement as follows:

THE UNDERSIGNED PARTIES do hereby certify that (1) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected parties of Local and State Government, and (2) the services, goods on contract are not supplied by Section 21 of Article XVI of the Constitution of the State of Texas to be supplied under contract given to the lowest responsible bidder.

The undersigned signatory for the Contractor hereby represents and warrants that he or she is an officer of the organization for which he or she has executed this contract, and that such officer has full and complete authority to enter into this contract on behalf of the Contractor, and the Contractor has legal authority to perform the activities provided for herein.

**CONTRACTOR:**  
EASTER SEALS CENTRAL TEXAS

By: \_\_\_\_\_  
Authorized Signature

Kenneth Brezenoff, General Counsel  
Printed Name, Title

City further certifies that it has authority to contract for the above services by authority granted by Chapter 122, Human Resources Code.

**CITY OF SAN MARCOS, TEXAS**

By: \_\_\_\_\_  
Authorized Signature

Stephanie Reyes, City Manager  
Printed Name, Title

The undersigned signatory for the Certifying Party hereby represents and warrants that he or she is an officer of the organization for which he or she has executed this contract, and that such officer has full and complete authority to enter into this contract on behalf of the Certifying Party, and the Certifying Party has legal authority to perform the activities provided for herein.

**CERTIFYING PARTY:**  
WORKQUEST

By: \_\_\_\_\_  
Authorized Signature

Tricia Sullivan Regional Marketing Manager  
Printed Name, Title



ATTACHMENT A

2324 Ridgpoint Drive  
Austin, TX 78754  
(512) 615-6800

1770 Redwood Road  
San Marcos, TX 78666  
(512) 392-5062

June 20, 2023,

Ms. Amy Thomaides  
COSM Community Enhancement Initiatives manager  
630 E. Hopkins  
San Marcos, TX 78666

RE: FY 2024 Vegetation Control, Debris Removal and Landscape Maintenance Contract

Dear Ms. Thomaides:

Please find attached ESCT revised proposed Vegetation Control, Debris Removal and Landscape Maintenance Contract for upcoming FY 2024 service year.

Changes from FY 2023:

- Added Fire Station #6
- Fire Training Facility
- Homeless Cleanup
- Added 2 additional City Lots
- Added 4 additional Trash Receptacles
- Added 5 additional Bus Transit Shelters
- Added Blanco Riverine Acquisition #16
- Removed Blanco Riverine Acquisition #1, #13, #14, & #15
- Reduced square footage for SMCISD by 62%
- Reduced square footage for City Wide Drainage by 13.6%

Net result for **FY 24 – \$1,261,436.03**. This is a decrease in the total compared to FY 23 by \$48,338.07 or (3.8%).

Should you have any questions or require additional information please contact me at (512) 627-5393.

Regards,

Richard Fogelson  
Sr. Director Easterseals Central Texas





**OVERVIEW COSM FY 22  
Vegetation Control, Debris Removal, and Landscape Maintenance**

**Downtown Sweeping for Area A & B:**

Run tenant sweeper and/or ESCT blowers to clear sidewalks, entry areas, and parking areas, around the Square (only) 4 days a-week (Monday, Tuesday, Thursday, & Friday). Remove trash from flower beds and empty ash trays.

**AREA A:**

Consists of 4 block area bordered by Hopkins on South, University on North, Guadalupe on West, and Edward on East. This area will be cleaned on Mondays and Thursdays.

**AREA B:**

Consists of 4 block area including one square block area West of the Square bordered by Hopkins/Fredericksburg/San Antonio/Guadalupe, another square block area East of the Square bordered by Hopkins/LBJ/San Antonio/Edward Gary, and a 2 square block area bordered by San Antonio/Guadalupe/MLK/LBJ. This area will be cleaned on Tuesdays and Fridays.

Also, all parking areas along Hutchison between CM Allen and Guadalupe, Hopkins between Fredericksburg and LBJ, San Antonio between Fredericksburg and LBJ, MLK between Guadalupe and LBJ, Guadalupe between San Antonio and University, LBJ between MLK and University, will be cleaned weekly.

**Downtown Trash Receptacles:**

Empty all 120 trash and recycle containers in the downtown area 2 times a-week, Wednesday and Saturday.

**MEDIANS**

Stagecoach Trail  
McCarty Lane  
Mosscliff Circle  
Uhland Road

Foxtail Run  
Craddock Ave (Bishop to WW Drive)  
Holland & Meadow Pkwy





**Wonder World Drive (WW Dr)**

North of Hunter to Old RR 12

**City Lots**

Lot next door to 1306 Alamo St	Next to 326 Wavell
213 S Comanche St (Centre St corner)	Lot next door to 401 Jackman
Community Gardens (Mitchell & MLK)	Old Fire Station 1314 Academy
1532 Hopkins St & tip of San Antonio St	Bus Stop Hwy 23 (Auto Zone)
607 Georgia St	Churchill St & Roosevelt St

**San Marcos Litter**

RR 12	-	Rodgers Street to City Limits
Hunter Road	-	Dixon Street to City Limits
WW Drive West	-	Hunter Road to IH 35
WW Drive East	-	Hospital to Hwy 123
Hwy 123	-	W W Drive to IH 35
Hwy 80	-	River Road to Hwy 21
Post Road	-	Outpost Apartments to Aquarena Springs Drive
IH 35	-	Within San Marcos City Limits

**Neighborhood Parks**

Kenneth Copeland Memorial	Soccer Area @ KC Park	Purgatory Natural Area
Franklin Square	Jaycees	Ring Tail Natural Area
Dunbar	Willow Springs	Victory Gardens
Durham	Veterans Park	Mill Street
Blanco Shoals	Clock Tower	Stokes
Basketball Court (Haynes St)	Conway	Swift Memorial
Reyes	Paul Pena	Springlake
Top Entrance Purgatory Trail	Hillside Ranch 2	Veterans Memorial
St. John's Catholic Church		

**River Parks**

Bicentennial	City Park (Lions Club)	Crooks
Childrens	Dog / Skate Park	Dog Beach
Dolly Street	Rio Vista	Capes Camp



**VEGETATION CONTROL, DEBRIS REMOVAL, AND LANDSCAPE MAINTENANCE PROPOSAL FOR CITY OF SAN MARCOS  
(COSM) FY 2024**

Description	Cycles	Square Feet	Proposed Rate	Total Amt
Downtown Alleys - mow, trim, and litter pickup	12	176,208.00	\$ 0.00480	\$ 10,149.58
Medians - Stage Coach, Foxtail Run, McCarty Ln, Mosscliff Cr, Craddock Ave (Bishop to WW), Uhland Rd, Holland & Meadow Prkwy.	12	354,346.90	\$ 0.00480	\$ 20,410.38
City Wide Alleys/ROW's -- mow, trim and litter pickup	6	4,916,266.20	\$ 0.00480	\$ 141,588.47
City Lots - mow, trim and litter pickup	12	175,500.00	\$ 0.00480	\$ 10,108.80
City Wide drainage easement - mow, trim and litter pickup	5	3,678,191.29	\$ 0.0169	\$ 310,071.53
Downtown Sweeping	MH	2288.00	\$ 23.00	\$ 52,624.00
Downtown Trash receptacles (empty all 120 trash/recycle cans 2xwk)	52	(2 days week)	\$ 420.00	\$ 22,588.80
Weekend/Holiday Litter Pickup @ Rio Vista Park, Capes Street Dam, Children's Park, & Lions Club	MH	3,256.00	\$ 30.00	\$ 97,680.00
SM Area Roadway Litter Pickup	24	(acre) 354.38	\$ 13.50	\$ 114,819.12
Wonder World -- mow, trim, and litter pickup	4	1610400.00	\$ 0.00365	\$ 23,511.84
IH35 -- mow/trim city limits	8	12310435.00	\$ 0.00070	\$ 68,938.44
Neighborhood Parks -- mow, trim, and litter pickup (includes Verteran Memorial & St Johns Church @ 32 cuts)	18 & 14	\$ 4,512.80	\$ 342.80	\$ 86,029.60
Blanco Shoals	6	729588.70	\$ 1,809.38	\$ 10,856.28
9 River Parks: Bicentennial, Childrens, City, Crooks, Dog/Skate, Dog Beach, Dolly Street, Rio Vista, Capes Camp	20	2483506.60	\$ 4,337.00	\$ 86,740.00
RM 12 Water Quality Ponds & Gateway Monument - mow, trim, and litter	4	163173.00	\$ 2,745.00	\$ 10,980.00
Flower Beds & Mowing Sites By Request	MH		\$ 23.00	\$ 10,000.00
20 Bus Transit Shelters (CART) - litter and empty trash/recycle cans	52	(7 on Monday & all 20 on Friday totaling 27 PU's WK)	\$ 8.80	\$ 12,355.20
FACILITIES: Activity Center, Animal Shelter, City Hall, Memorial Park, FS #2, Old FS #2, FS #3, FS #4, FS #5, FS #6, Fire Training Facility, Grant Harris, PD, Price Center, Library, Electric Utilities, The Triangle, Calaboose Museum, Public Service Facility.	32	1906763.71	\$ 3,363.25	\$ 107,624.00
Lift Stations & Water Infrastructure: LS #1, LS #2, LS #12, LS #14, LS #15, LS #16, LS #23, LS #25, LS #29, LS #30, LS #31, LS #32, LS #37, LS #38, LS #40, LS #42, LS #46, LS #48, LS #50, LS #51, WS 104, WS 107, RTU 201, RTU 205, RTU 206, RTU 207, RTU 209, RTU 211, RTU 212	18	152380.00	\$ 700.00	\$ 12,600.00
Homeless Camp Cleanup				\$ 40,000.00
Main Street: CM Allen Sod & Mobility Hub	32		\$ 91.25	\$ 2,920.00
Blanco Riverine Acqusion: Parcels #9 & #10	8	126218.00	\$ 320.00	\$ 2,560.00
Blanco Riverine Acqusion: Parcels #11	4	200376.00	\$ 575.00	\$ 2,300.00
Blanco Riverine Acqusion: Parcels #16	4	338461.20	\$ 995.00	\$ 3,980.00
			FY 2024 Total	\$ 1,261,436.03
			FY 2023 Total	\$ 1,309,774.10
		-3.8%	CHANGE +/-	\$ (48,338.07)