

**INTEGRATION AGREEMENT**  
**FOR**  
**ANNUAL CONTRACT FOR MOWING SERVICES AT HISTORICAL CEMETERIES**  
  
**REQUEST FOR COMPETITIVE SEALED PROPOSAL (“RFCSP”)**  
**NO. 6100013123**

This Agreement is entered into by and between the **City of San Antonio**, Texas, a home-rule municipal corporation (“City”) acting by and through its Director of Finance or said Director’s designee (“Director”), pursuant to Ordinance No. \_\_\_\_\_ passed and approved on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and **Due Amicis, Inc., dba Green Landscaping** (“Contractor”). City and Contractor may be referred to herein collectively as the “Parties”.

The Parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described.

**1.0 CONTRACT DOCUMENTS**

The terms and conditions for performance and payment of compensation for this Agreement are set forth in the following contract documents, true and correct copies of which are attached hereto and fully incorporated herein for all purposes, and shall be interpreted in the order of priority as appears below:

- a. This Integration Agreement;
- b. City’s RFCSP No. 6100013123, including all exhibits, attachments and addendums thereto (**Exhibit A**); and
- c.. Contractor’s Proposal in response to RFCSP No. 6100013123 (**Exhibit B**).

**2.0 TERM**

- 2.1 This contract shall begin upon the effective date of the ordinance awarding the contract and terminate MARCH 31, 2024, unless sooner terminated in accordance with the provisions of this Agreement.
- 2.2 Renewals. At City’s option, this contract may be renewed under the same terms and conditions for two (2) additional, one (1) year periods. Renewals shall be in writing and

signed by the Director, without additional City Council approval, subject to and contingent upon appropriation of funding therefor.

- 2.3 Temporary Short Term Extensions. City shall have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed three months. Said month to month extensions shall be in writing, signed by Director, subject to and contingent upon appropriation of funding therefor.

### **3.0 CHANGE ORDERS**

In order to comply with Texas law governing purchases made by municipalities, the following rules shall govern all change orders made under this contract:

- a. Any change orders that become necessary during the term of this contract as a result of changes in plans, specifications, quantity of work to be performed, materials, equipment or supplies to be furnished must be in writing and conform to the requirements of City Ordinance 2011-12-08-1014, as hereafter amended.
- b. Any other change will require approval of the City Council, City of San Antonio.
- c. Changes that do not involve an increase in contract price may be made by the Director.
- d. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated herein.

### **4.0 SITE DELETIONS**

- 4.1 Section 004 - SPECIFICATIONS / SCOPE OF SERVICES, 4.20 Site Deletions, is hereby deleted in its entirety and replaced with the provisions in this Article 4.0, Site Deletions.
- 4.2 During the contract period, the City may delete locations from the contract. Deletions shall be made by written change order to the contract.
- 4.3 If a site is deleted from the contract, the contractor shall cease performing services for the location as of the effective date of the change order and contractor shall not invoice for the deleted site.

### **5.0 WORK SCHEDULE - CYCLES**

- 5.1 Section 004 - SPECIFICATIONS / SCOPE OF SERVICES, 4.22 Work Schedule – Cycles, is hereby deleted in its entirety and replaced with the provisions in this Article 5.0, Work Schedule – Cycles.

- 5.2 Contractor shall abide by the City’s rules regarding work on Ozone Alert Days. Contractor shall make necessary arrangements to receive Ozone Alert information.
- 5.3 City shall have the right, at City’s election, to delay, cancel or add mowing cycles. If the City cancels a mowing cycle, Contractor will not be paid for the cancelled cycle. If the City delays a mowing cycle, City and Contractor will work together to modify the mowing cycle schedule and Contractor will be paid for all completed mowing cycles. If City elects to add new mowing cycles, Contractor will be paid for the additional cycles at the per cycle rate shown in Attachment B – Price Schedule. If City elects to add new park locations or modify acreage at a pre-existing park, Contractor will be paid for the additional cycles at the per acre rate shown in Attachment B, regardless of the number of acres added. All acreage amounts may be changed if found to be incorrect however the City’s determination of acreage shall be final and dispositive.

**6.0 CRIMINAL BACKGROUND CHECKS**

- 6.1 Section 004 - SPECIFICATIONS / SCOPE OF SERVICES, 4.23 Criminal Background Checks, is hereby deleted in its entirety and replaced with the provisions in this Article 6.0, Criminal Background Checks.
- 6.2 At its own expense, Contractor is responsible for assessing risk and maintaining effective background check policy and procedures for all employees, staff and subcontractors responsible for performing services under this contract. Contractor shall retain all employee records, including any criminal background checks, for the retention period stated in RFCSP Section 006-General Terms and Conditions.

**7.0 NOTICE**

Except where the terms of this Agreement expressly provide otherwise, any election, notice or communication required or permitted to be given under this Agreement shall be in writing and deemed to have been duly given if and when delivered personally (with receipt acknowledged), or three (3) days after depositing same in the U.S. mail, first class, with proper postage prepaid, or upon receipt if sending the same by certified mail, return receipt requested, or upon receipt when sent by a commercial courier service (such as Federal Express or DHL Worldwide Express) for expedited delivery to be confirmed in writing by such courier, at the addresses set forth below or to such other address as either party may from time to time designate in writing.

If intended for City, to:

City of San Antonio  
 Parks & Recreation Department  
 P.O. Box 839966

If intended for Contractor, to:

Due Amicis, Inc., dba Green Landscaping  
 P.O. Box 700542  
 San Antonio, Texas 78270

San Antonio, Texas 78283-3966

With copy to:  
City of San Antonio  
Finance Department, Purchasing Division  
P.O. Box 839966  
San Antonio, Texas 78283-3966

**8.0 ENTIRE AGREEMENT**

This Agreement, together with its exhibits, if any, constitutes the final and entire agreement between the parties hereto 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 the same are in writing, dated subsequent to the date hereto, and duly executed by the parties.

**EXECUTED** and **AGREED** to as of the dates indicated below. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

**CITY OF SAN ANTONIO**

**DUE AMICIS, INC., DBA GREEN  
LANDSCAPING**

\_\_\_\_\_  
Name: Norbert Dziuk

\_\_\_\_\_  
Name: Robert P. Green III

Title: Assistant Finance Director

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Assistant City Attorney