

**ANNUAL CONTRACT FOR TREE & PALM MAINTENANCE - BESD  
& VARIOUS DEPARTMENTS**

**REQUEST FOR COMPETITIVE SEALED PROPOSAL ("RFCSP") No. 18-082; RFx No. 6100010327**

This Agreement is entered into by and between the City of San Antonio, Texas, a home-rule municipal corporation (City), by and through its Director of Finance or said Director's designee, and Goodwill Industries of San Antonio (Contractor), both of which 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:

- 1.1 This Integration Agreement;
- 1.2 City's RFCSP No.: 18-082; 6100010327, including all attachments and addenda thereto;
- 1.3 Contractor's proposal in response to City's RFCSP No. 18-082; RFx No. 6100010327.

**2.0 WORK SCHEDULE AND PRICING**

Parties acknowledge and agree that the standard work hours for non-emergency services is Monday through Friday from 7:00 AM to 5:00 PM. Contractor is not expected to provide non-emergency work after hours, on weekends or holidays. Furthermore, Parties acknowledge and agree that this contract does not include rates for overtime labor. All pricing shall be in accordance with the Price Schedule. If City requires emergency services outside of the standard work hours, Contractor shall be paid at the rates provided in Items 3, 6 or 7 of the Price Schedule, as applicable (Emergency Services and Extenuating Circumstances). No additional overtime rates may be charged.

**3.0 ENTIRE AGREEMENT**

This Agreement, together with its attachments and 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 multiple copies, each of which shall constitute an original.

**CITY OF SAN ANTONIO**

**GOODWILL INDUSTRIES OF SAN ANTONIO**

\_\_\_\_\_  
Norbert Dziuk  
Procurement Operations Lead  
Date: \_\_\_\_\_

  
\_\_\_\_\_  
Mark McKeever  
President of Contract Services  
Date: 1/14/19

Approved as to Form:

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