

INVITATION TO BID

PROJECT: MAINTENANCE MOWING OF VARIOUS AREAS

BID DATE AND TIME: Tuesday, OCTOBER 4, 2022 AT 2:30 pm

Sealed bids for the above referenced project will be received by the City Secretary, 202 N. Virginia Street, Port Lavaca, Texas 77979 until the above stated date and time, when they will be publicly opened and read aloud. All bids must be submitted on the Bid Form provided in the bid documents and shall be sealed in an envelope and clearly marked "**Sealed Bid for MAINTENANCE MOWING OF VARIOUS AREAS at 2:30 P.M., OCTOBER 4, 2022**". Bids received after this time shall be returned unopened.

The complete bid package may also be downloaded at the City's website www.portlavaca.org or you may email Derrick Smith, Director of Development Services dsmith@portlavaca.org or phone City Hall at 361-552-9793 to receive a hard copy or ask questions.

More than one contract may be awarded as a result of this solicitation. The Award of each of various mowing contracts, which is anticipated to be within thirty (30) calendar days of the Bid Date specified above, shall be made to the responsible Bidder submitting the lowest, qualified, acceptable Bid who, in the opinion of the **CITY OF PORT LAVACA**, offers the Bid in the best interests of the City.

The **CITY OF PORT LAVACA** reserves the right to reject any and all bids and to waive informalities in the bidding. Small and minority businesses, women's owned business enterprises, and labor surplus area firms are encouraged to submit bids.

The **CITY OF PORT LAVACA** is an equal opportunity employer without regard to race, color, religion, sex, sexual orientation, gender identity, age, national origin, handicap, or limited English proficiency.

BID FORM

Bidding Firm: _____

Address: _____

City, State, Zip: _____

Phone: _____ Email: _____

Project: MAINTENANCE MOWING OF VARIOUS PUBLIC AREAS
BID DATE: OCTOBER 4, 2022 2:30 PM

1. The undersigned bidder proposes to furnish all labor, equipment, insurance, bonds and all other things necessary to construct the Work, as shown on the plans and specifications dated 9/14/2022 and as outlined in the following Bid Form.
2. Note: Bidders are not required to submit a bid for all Bid items. One or more contracts may be awarded as a result of this bid solicitation in a manner that is in the best interest of the City of Port Lavaca.
3. If awarded a contract, the undersigned will provide proof of insurance coverage, a 100% Performance and Payment Bond, if applicable, and execute a satisfactory Construction Contract with the City of Port Lavaca within 15 days after the Notice of Award. It is agreed that this bid shall remain subject to acceptance by the City of Port Lavaca for a period of thirty (30) days from the bid opening date.
4. The undersigned BIDDER agrees to the following:
 - A. To perform all Work with skilled craftsmen experienced in the applicable trades and in conformance with the bid documents.
5. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
 - A. BIDDER has examined copies of all Contract Documents and the following Addenda, receipt of which is hereby acknowledged.
Addendum No. _____
Date Rec'd: _____
 - B. BIDDER has examined the site and locality where the Work is to be performed, the legal requirements (federal, state, and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as BIDDER deems necessary.
 - C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association or corporation. BIDDER has not directly or indirectly solicited or induced any person, firm, or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the City of Port Lavaca.

City of Port Lavaca
MAINTENANCE MOWING OF VARIOUS PUBLIC AREAS
SECTION 00300

6. A completed Bidder's qualification statement is attached (required only from bidders who have never performed a similar scope of work for the City of Port Lavaca in the last 5 years).
7. Communication about this BID shall be directed to the BIDDER'S address indicated above.

SUBMITTED this _____ day of _____, 2022

By _____
Signature

Title

Seal if Bidder is Corporation

CITY OF PORT LAVACA
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BID DATE: OCTOBER 4, 2022 2:30 PM

All mowing bids are to include manhours necessary to remove trash prior to and during mowing service and properly dispose of trash to provide a neat clean appearance to the completed job.

BID	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	EXTENSION	
A - SH 35 Median areas	1	Shred/Finish Mow/trim SH 35 Median within the City Limits , as shown	10	EA	\$	\$
	2	Finish mow/trim at SH 35 median crossovers - 26 locations, as shown.	20	EA	\$	\$
	3	Finish mow/trim SH 35 ROW at SW intersection of SH 35 and US 87 as shown	20	EA	\$	\$
	4	Finish mow/trim SH 35 ROW at SE intersection of SH 35 and US 87 at Welcome sign as shown	20	EA	\$	\$
	5	Finish Mow/Trim Triangular area at SW intersection of SH 35 and Half League Road, as shown	20	EA	\$	\$
	6	Finish Mow/Trim island within Travis Street on N. side of SH 35, as shown	20	EA	\$	\$
A	Total for Bid Item A					\$
B	Shred/Finish mow/trim curb Clement Cove Upland (Area B)	20	EA	\$	\$	
C	Finish mow/trim out 0.5 ac lot on Brookhollow Dr. at Holiday Land (Area C)	20	EA	\$	\$	
D	Finish mow/trim out 0.8 ac lot at the corner of Newlin St. & Commerce St. (Area D)	20	EA	\$	\$	
E	Finish mow/trim out between the railroad tracks and trim the curb on Main St; 2600 LF +/- (Area E)	20	EA	\$	\$	
F	Finish mow/trim out 0.5 ac tract at NE intersection of Half League and Main St. (Area #5)	20	EA	\$	\$	
G	Finish mow/trim out at City Park (Area #6)	36	EA	\$	\$	
H	Finish mow/trim out George Admas Park (Area #7)	36	EA	\$	\$	
I	Shred/Finish mow Barton ditch between Sandcrab Blvd AND to a point approximately 350 ft northeast of the SH 35 bridge	10	EA	\$	\$	
J	Trim Palm Trees and haul trimmings to City Brush pile 1x within the year	30	TREES	\$	\$	

IF BIDDER HAS SUBMITTED A BID FOR ALL BID ITEMS A THRU J AND A SINGLE CONTRACT WERE TO BE AWARDED FOR ALL BID ITEMS A THRU J, THEN THE DOLLAR AMOUNT SHOWN HERE IS TO BE DEDUCTED FROM THE SUM OF THE INDIVIDUAL BID ITEMS AS THE FULL CONTRACT AWARD.

\$

STATEMENT OF BIDDER'S QUALIFICATION

The undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading. (attach additional sheets as necessary)

Date: _____

Bidder: (Legal Name of Firm) _____

Address: _____ website (if applicable): _____

Check which applies: () Corporation () Partnership () Individual () Joint Venture () Other

- Number of years has your organization been in business as a Contractor? _____
- Number of years your organization been in business under its present name? _____
- List all other names under which your business has operated in the last 10 years.

List the categories of work that your organization normally performs with its own forces.

Total Staff employed by firm (break down by managers and trades)

Has your organization ever failed to complete any work awarded to it? (If yes, provide details)

Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers? (if yes, provide details)

Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last 5 years? (If yes, provide details)

On a separate sheet, list at least 3 clients of recurring mowing projects your firm has had in the past 3 years, comparable in size or greater to the scope being bid. Provide name of owner with valid contact information, and dates of contract.

On a separate sheet, list all of the equipment owned by Bidder that will be used to complete the scope of this bid if one or more areas are awarded.

Bidder

Date

AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS CONTRACT is made, and entered into this the ____ day of _____ 2022, by and between the CITY OF PORT LAVACA, a political subdivision of the State of Texas, (hereinafter referred to as "CITY") and _____ (hereinafter referred to as "CONTRACTOR").

For and in consideration of mutual promises to each as herein after setting forth, the parties hereto do mutually agree as follows:

- 1. SCOPE OF SERVICES.** CONTRACTOR hereby agrees to provide the services and/or materials under this Contract pursuant to the Bid Scope and Specifications identified herein as "Exhibit A" and the PROPOSAL dated _____ identified herein as "Exhibit B". The Contract Amount is hereby established at \$ _____. Any and all fully executed Work Authorization documents or Addenda are hereby incorporated herein and made a part of this Contract.
- 2. CONTRACT TERM:** This contract term shall be for one (1) year from the start date and includes two (2) each options to extend the contract for one (1) year, if mutually agreed by both parties within 90 days of the date of expiration.
- 3. PAYMENT TO CONTRACTOR.** CONTRACTOR shall submit requests for payment no more often than a monthly basis.
- 4. INDEPENDENT CONTRACTOR.** CITY and CONTRACTOR agree that CONTRACTOR is an independent contractor and shall not represent itself as an agent or employee of CITY for any purpose in the performance of CONTRACTOR's duties under this Contract. Accordingly, CONTRACTOR shall be responsible for payment of all federal, state and local taxes as well as business license and any and all other fees arising out of CONTRACTOR's activities in accordance with this Contract. For purposes of this Contract taxes shall include, but not be limited to, Federal and State Income, Social Security and Unemployment Insurance taxes. CONTRACTOR, as an independent contractor, shall perform the Services required hereunder in a professional manner and in accordance with the standards of applicable professional organizations and licensing agencies.
- 5. INSURANCE AND INDEMNITY.** To the fullest extent permitted by laws and regulations, CONTRACTOR shall indemnify and hold harmless the CITY and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action or arbitration) arising out of or resulting from CONTRACTOR's performance of this Contract or the actions of the CONTRACTOR or its officials, employees, or contractors under this Contract or under contracts entered into by the CONTRACTOR in connection with this Contract. This indemnification shall survive the termination of this Contract.

In addition, CONTRACTOR shall comply with the Texas Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. CONTRACTOR shall also maintain Employers' Liability insurance limits of not less than \$1,000,000 per accident and \$1,000,000 each employee for injury by disease.

Additionally, CONTRACTOR shall maintain, at its expense, the minimum insurance coverage REQUIRED IN Section 00820 of the contract documents and include a waiver of subrogation:

CONTRACTOR, upon execution of this Agreement, shall furnish to the CITY a Certificate of Insurance reflecting the minimum limits stated above. The Certificate shall provide for thirty (30) days advance written notice in the event of a decrease, termination or cancellation of coverage and shall show the CITY OF PORT LAVACA as Additional Insured. Providing and maintaining adequate insurance coverage is a material obligation of the CONTRACTOR. All such insurance shall meet all laws of the State of Texas. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Texas Department of Insurance to do business in Texas. The CONTRACTOR shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing Texas laws or this Contract. The limits of coverage under each insurance policy maintained by the CONTRACTOR shall not be interpreted as limiting the CONTRACTOR's liability and obligations under the Contract.

6. **HEALTH AND SAFETY.** CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs required by OSHA and all other regulatory agencies while providing Services under this Contract. Contractor shall assign a safety officer to the project for the duration of the contract.
7. **GOVERNING LAW.** This Contract shall be governed by and in accordance with the laws of the State of Texas. All actions relating in any way to this Contract shall be brought in the State Courts in Calhoun County in the State of Texas.
8. **TERMINATION OF CONTRACT.** This Contract may be terminated, without cause, by either party upon thirty (30) days written notice to the other party. This termination notice period shall be beginning upon receipt of the notice of termination. Such a termination does not bar either party from pursuing a claim for damages for breach of the contract.

This Contract may be terminated, for cause, by the non-breaching party notifying the breaching party of a substantial failure to perform in accordance with the provisions of this Contract and if the failure is not corrected within ten (10) days of the receipt of the notification. Upon such termination, the parties shall be entitled to such additional rights and remedies as may be allowed by relevant law.

Termination of this Contract, either with or without cause, shall not form the basis of any claim for loss of anticipated profits by either party.

The CITY may terminate this Agreement for any reason at any time by written notice. The notice shall specify the date upon which such termination becomes effective and the CITY shall pay the Contractor for Services rendered prior to the effective date of termination.
9. **SUCCESSORS AND ASSIGNS.** CONTRACTOR shall not assign its interest in this Contract without the written consent of CITY. CONTRACTOR has no authority to enter into contracts on behalf of CITY.
10. **COMPLIANCE WITH LAWS.** CONTRACTOR represents that it is in compliance with all federal, state, and local laws, regulations or orders, as amended or supplemented, including but not limited to HB 89, requiring the contractor to state that it does not and will not boycott Israel for the term of the contract. The implementation of this Contract shall be carried out in strict compliance with all federal, state, or local laws.
11. **NOTICES.** All notices which may be required by this contract or any rule of law shall be effective when received by certified mail sent to the following addresses:
12. **E-VERIFY.** As a condition of payment for services rendered under this agreement, CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if CONTRACTOR provides the services to the County utilizing a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes as well. CONTRACTOR shall verify, by affidavit, compliance of the terms of this section upon request by the County.
13. **CITY NOT RESPONSIBLE FOR EXPENSES.** CITY shall not be liable to CONTRACTOR for any expenses paid or incurred by CONTRACTOR, unless otherwise agreed in writing.
14. **EQUIPMENT.** CONTRACTOR shall supply, at its sole expense, all equipment, tools, materials, and/or supplies required to provide Services hereunder, unless otherwise agreed in writing.
15. **ENTIRE CONTRACT.** This Contract, including Exhibit A and B, shall constitute the entire understanding between CITY and CONTRACTOR and shall supersede all prior understandings and agreements relating to the subject matter hereof and may be amended only by written mutual agreement of the parties.
16. **HEADINGS.** The subject headings of the sections are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Contract shall be deemed to have been drafted by both parties and no interpretation shall be made to the contrary.
17. **EXISTENCE.** CONTRACTOR warrants that it is a corporation duly organized, validly existing, and in good standing under the laws of the State of Texas and is duly qualified to do business in the State of Texas and has full power and authority to enter into and fulfill all the terms and conditions of this contract.

18. CORPORATE AUTHORITY. By execution hereof, the person signing for CONTRACTOR below certifies that he/she has read this Contract and that he/she is duly authorized to execute this Contract on behalf of the CONTRACTOR.

19. WRITTEN NOTICE TO PROCEED. The CITY shall issue an official written Notice to Proceed for the services referenced in this contract. The notice shall be sent via email followed by regular mail. Under no circumstances shall the CITY be liable for any services rendered unless the written Notice to Proceed has been sent and received by the CONTRACTOR. CONTRACTOR must acknowledge receipt of the written Notice to Proceed.

20. AMENDMENTS. This Agreement shall not be modified or otherwise amended except in writing signed by authorized personnel on behalf of both parties. All change orders shall be in writing. Oral changes are expressly prohibited and will not be recognized.

IN TESTIMONY WHEREOF, the parties have expressed their agreement to these terms by causing this Agreement to be executed by their duly authorized officer or agent.

CITY OF PORT LAVACA

202 N. Virginia St.
Port Lavaca, Texas 77979
361-552-9793

By: _____

Printed Name: _____

Title: _____

CONTRACTOR

By: _____

Printed Name: _____

Title: _____

BOND AND INSURANCE REQUIREMENTS

- 1.0 Prior to commencement of the Work, CONTRACTOR shall comply with the following Insurance requirements:
 - 1.1 Furnish the CITY OF PORT LAVACA with a Certificate of Insurance, containing a THIRTY-DAY CANCELLATION CLAUSE, showing CONTRACTOR as the named insured, naming "CITY OF PORT LAVACA" AS ADDITIONAL INSURED and showing at least the following coverages:
 - 1.1.1 Workman's Compensation and Employers' Liability:
State and Federal Statutory Limits
 - 1.1.2 Bodily Injury and Property Damage: \$1,000,000.00 Combined Single Limit Each Occurrence/Policy Aggregate
 - 1.1.3 Comprehensive General Liability: Shall include, but not be limited to, Independent Contractor's Liability; Contractual Liability; Completed Operations and Products Liability, all on an occurrence basis, with Personal Injury Coverage and broad form Property Damage, with XCU exclusions eliminated. Completed Operations Liability shall be kept in force for at least one (1) year after the date of final completion.
\$1,000,000.00 each occurrence; \$2,000,000.00 Aggregate
 - 1.1.4 Automobile Liability: CONTRACTOR shall have (or purchase) and shall maintain in force during the duration of the Work, coverage for cars and trucks owned, rented, hired, or leased, and others of non-ownership nature used by employees in and around or in connection with the particular contract. Coverage shall have at least the following limit:
Combined Single Limit: \$1,000,000.00
- 1.2 In the event that the CITY OF PORT LAVACA is notified of cancellation of all or any part, the CITY OF PORT LAVACA may stop all Work on the Contract or secure insurance at its will and charge CONTRACTOR the cost thereof, deducting the cost from CONTRACTOR's Contract Amount.

END OF SECTION

SUMMARY OF WORK

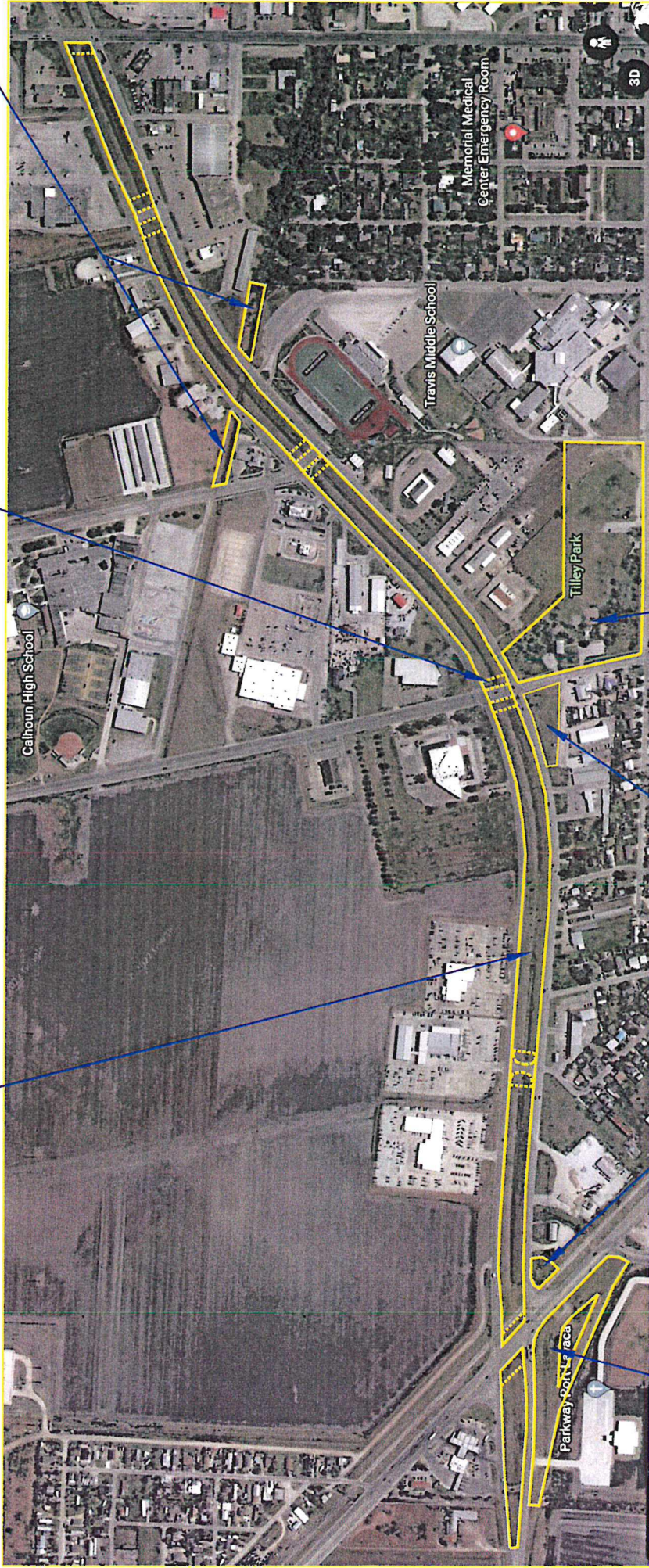
1.0 GENERAL

- 1.1 Work under this contract consists of providing full-service maintenance mowing for the designated areas. Mowing of areas to be serviced 20 times a year shall generally be performed twice in the months of March through October and once in the months of November through February. Mowing of parks shown to be 40 times a year shall generally be performed weekly in the months of March through October and twice a month during November through February. These general schedules are subject to change depending on weather and rate of grass growth. The contractor shall coordinate the schedule with the Director of Development Services.
- 1.2 Contractor shall edge and trim out all curbs, culverts, along railroad tracks, signposts, sidewalks, fire hydrants, etc. associated with the designated area. All trees and shrubs will be mowed and trimmed around and/or controlled with herbicide. 10 days following an herbicide application all dead grass will be mowed and trimmed around and trimmed out.
- 1.3 "Finish mow" is understood to mean the contractor shall use finish mowers to maintain a manicured look.
- 1.4 Contractor shall make every reasonable effort to remove all trash/litter prior to and during the mowing operations in order to provide a neat clean appearance to the completed job. Trash pickup/disposal prior to and during mowing operations shall be included in the cost for mowing services. Trash pickup/disposal shall include removal and bagging of all trash/litter and other debris. Bags of trash are to be delivered to the City Public Works Yard for disposal. Fallen and trimmed limbs and brush in the Parks shall be gathered and piled for removal by City.
- 1.5 Trimmings from Palm Trees are to be taken to the City's brush pile at the Harbor of Refuge.
- 1.5 Contractor's use of premises:
 - A. Contractor shall assume full responsibility for the protection and safekeeping of the materials, equipment, tools, and other products stored on the premises.
 - B. Contractor shall limit his operations to within the designated City right-of-ways and property. Contractor shall obtain and pay for the use of any additional storage or work areas needed for operations.
 - C. Contractor shall take all precautions as necessary to protect the public during the mowing operations.
 - D. Contractor shall be responsible for traffic control and traffic control devices around the work areas as may be applicable. All traffic control measures shall be in accordance with the recommendations and standards of the Texas Highway Department.

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VARIOUS PUBLIC AREAS
SECTION 01010

- 1.6 It is the Contractor's responsibility to protect the City's right-of-way and all private property against damage by the mowing process. If the site and/or adjacent structures, trees, shrubs, etc. are damaged by the mowing operations, it shall be repaired by the Contractor at no cost to the City to the satisfaction of the Director of Development Services.
- 1.7 Safety: All work shall be performed in strict accordance with all local, state, and federal laws governing occupational safety and health.
- 1.8 Tax Exemptions: The City of Port Lavaca is exempt from State Tax and Local Tax. DO NOT include tax in your bid. Tax exemption certificates will be furnished upon request.

A1 - SH 35 Median A2 - Median crossovers | - Barton Ditch



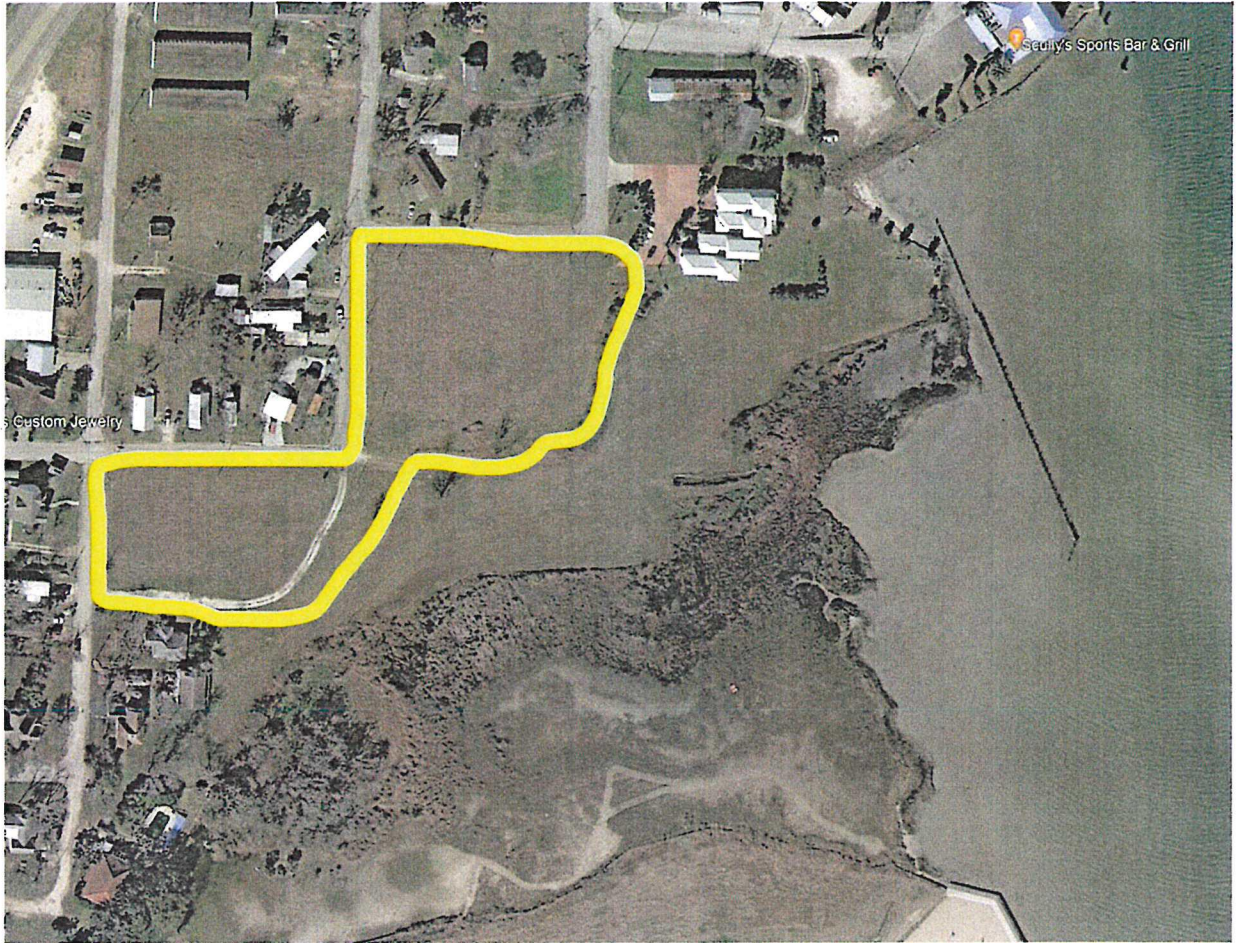
A3 A4 A5 G - City Park (includes Ashley Field)

Highway 35 west of Virginia St.

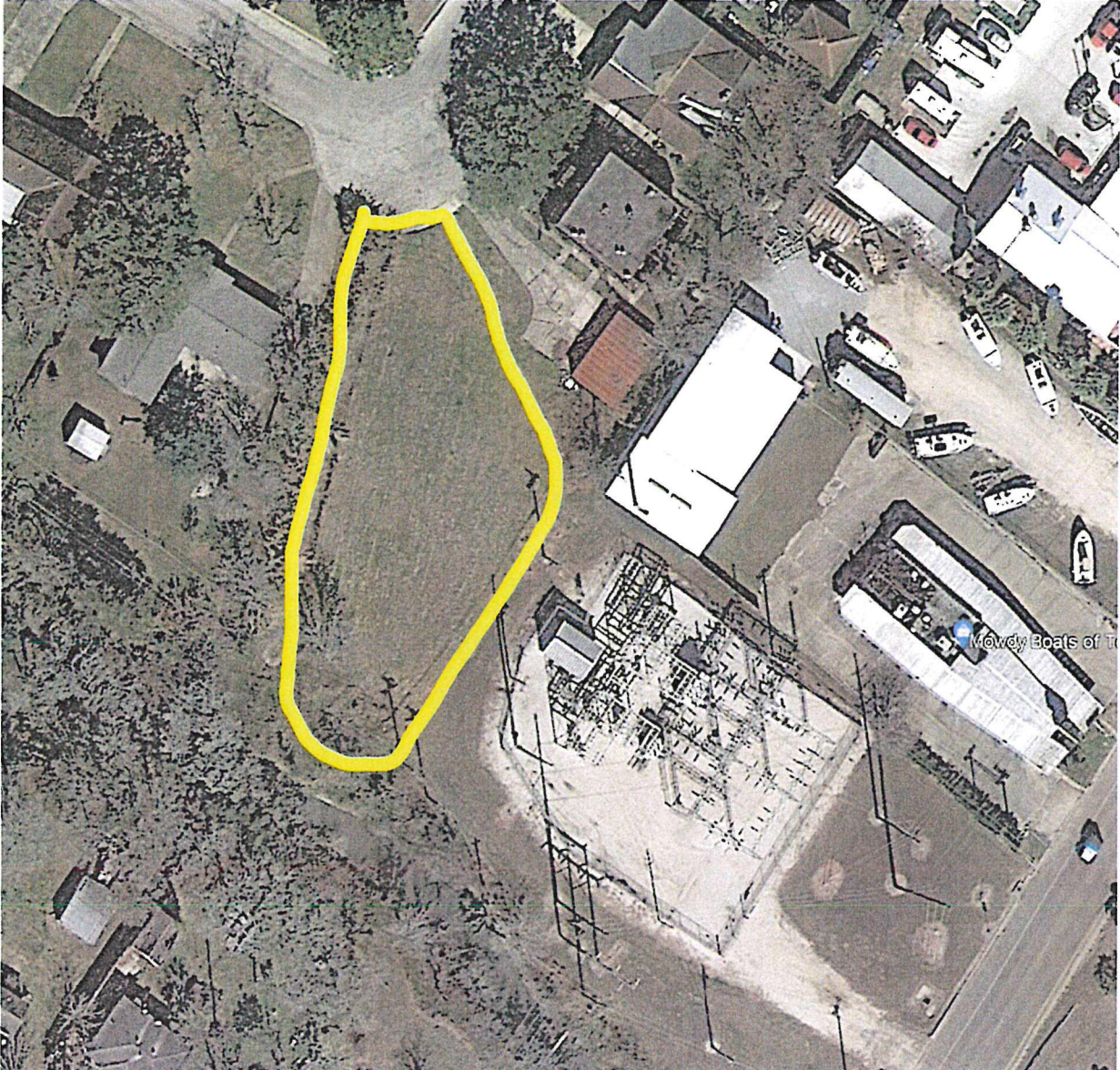
A1 - SH 35 Median A6 - Travis St. median A2 - Median crossovers



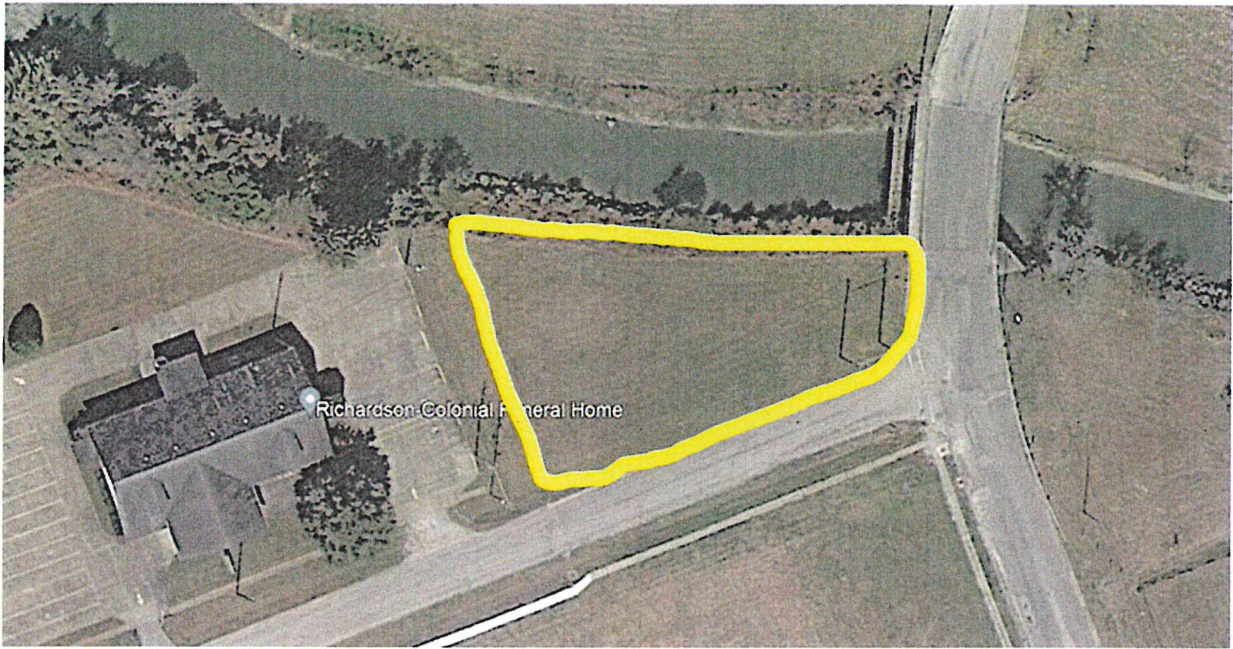
Highway 35 east of Virginia St.



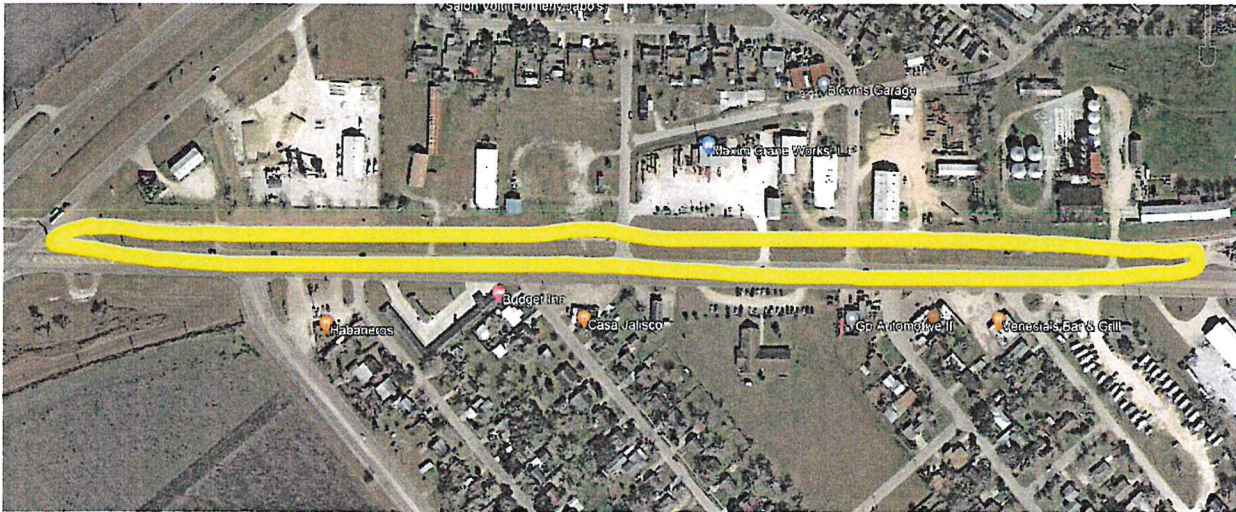
Clement Cove Upland (Randle/E. Wilson/Bay St./George St.) Area B



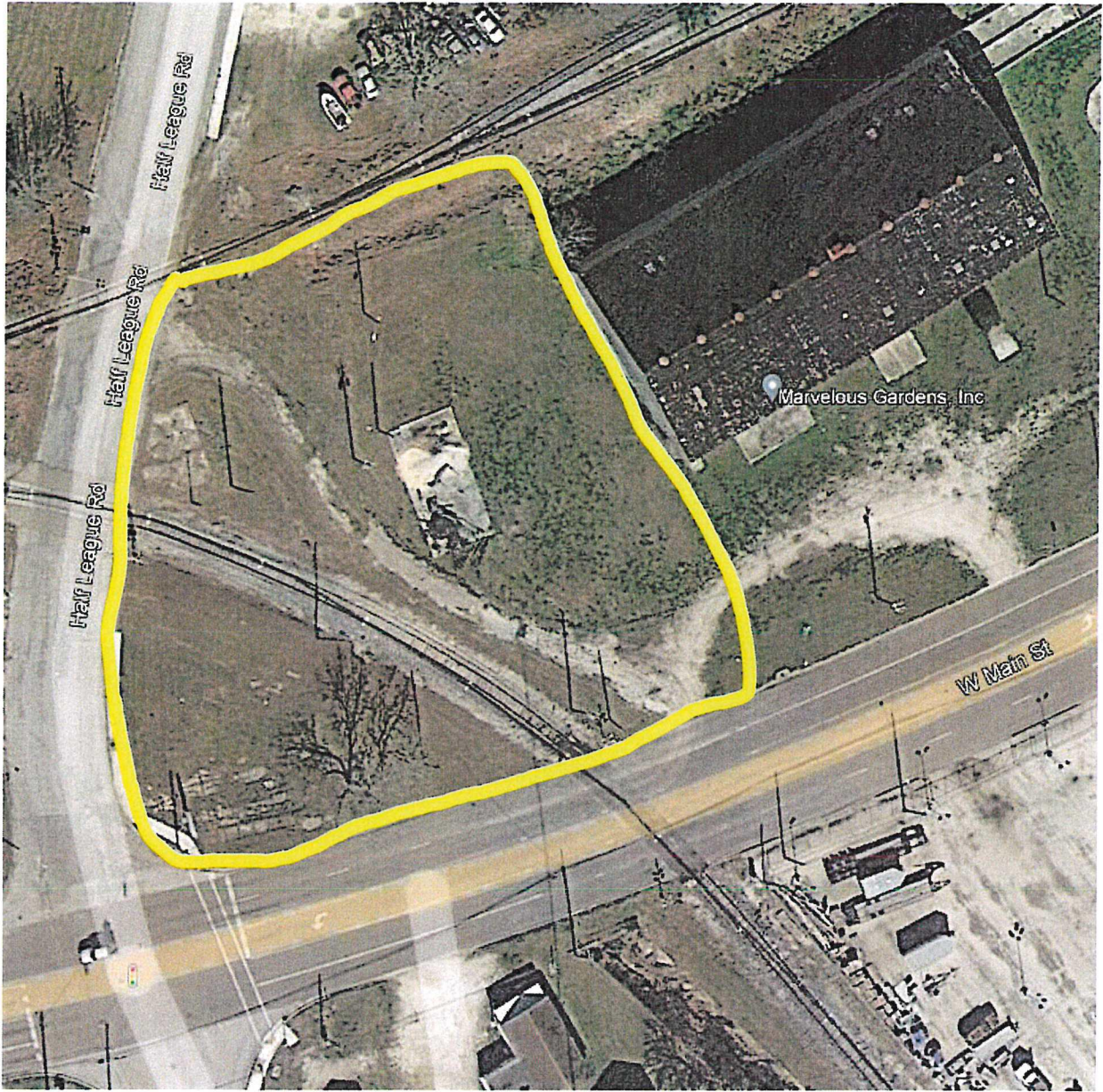
Lot at Brookhollow and Holiday Lane Area C



Newlin and Commerce – Area D



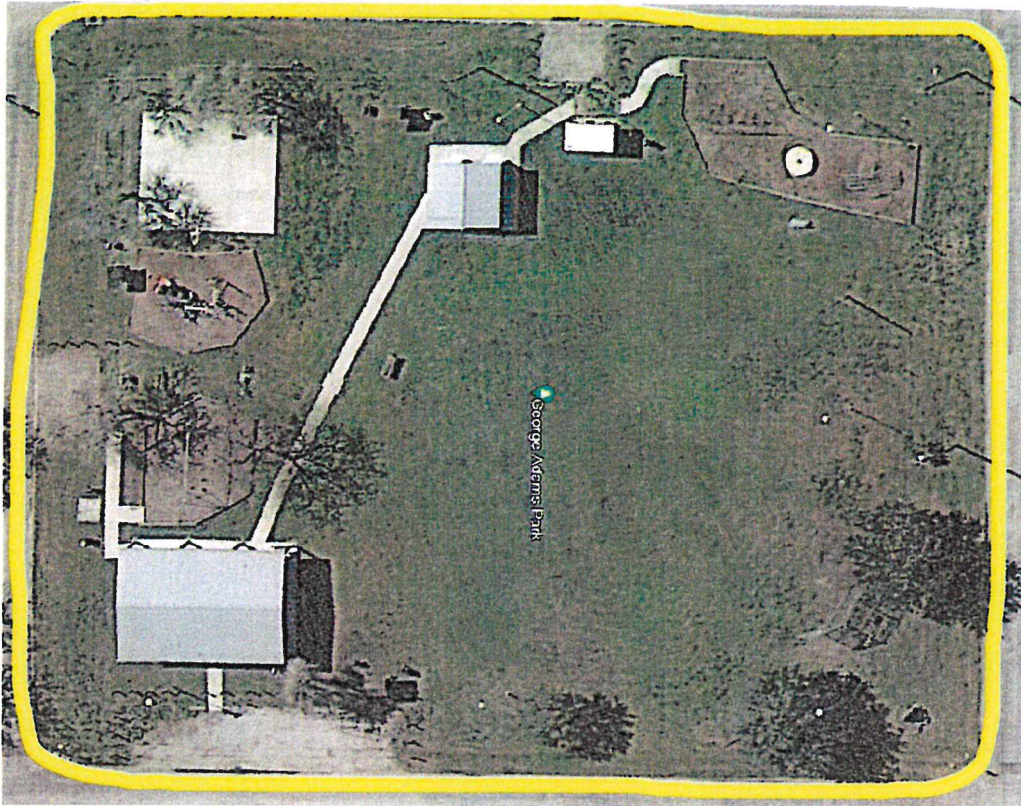
Main Street between curb and railroad tracks – Area E



Half League and Main Street Area F

SAN Antonio St.

M.L.K.



Center St.

George Adams Park – Area H

Benavides St.