

CITY OF LAMESA

SPECIFICATIONS FOR CONTRACT MOWING

SPECIFICATION INTENT

The City of Lamesa wishes to enter into a contract for the mowing maintenance of all Parks.

SPECIFICATION CONTACT

Any questions regarding these specifications or contracts may be directed to Sean Overyender, City manager or Robert Ramirez, Public Works Director at (806)-872-2124 or (806) 332-6098, Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m.

CONTRACT PERIOD

The term of the contract shall be for a period of one (1) year from the date of City Council award with the option to renew at the end of the period. Renewal shall be based on an evaluation by the Public Works Director (here in after referred to as the Department) of the contractor's performance during the previous period, budget requirements, etc.

Prices shall be bid for the initial period only.

After completion of the initial contract term, the contract may be renewed twice (2) for a period of not to exceed one (1) year per renewal. The contractor(s) shall submit the renewal proposal with price changes and justification to the Department not later than February 1st of each year. Increases in contract pricing shall not exceed previous twelve-month period. Renewal shall be at the sole discretion of the Department.

CONTRACTOR QUALIFICATIONS

Contractors submitting bids certify to the City Manager that they possess all necessary equipment, facilities, personnel and work experience to fulfill the terms of the Contract at the time of bid submission, or that they shall have the necessary equipment and personnel and be ready to proceed on the starting date for the initial contract period. The contractor(s) shall be required to keep sufficient equipment and labor on hand to do the complete mowing of the areas specified by contract, as often as may be specified, should the growing season demand.

Bidder must submit with each bid, a list of all equipment, giving year, model and make of machines to be used and five (5) work references. All equipment shall be subject to inspection by City Manager and Public Works Director.

GENERAL PROVISION

By the acceptance of the contract, the successful contractor(s) shall warrant that they are familiar with and understands all provision herein and shall warrant that they shall comply with them. A failure to adhere to the provisions of this contract by the contractor(s) shall be deemed a material breach.

AWARD OF BID

The City of Lamesa shall enter into one (1) contract, to be awarded in its entirety to the lowest responsible bidder. The evaluation of the bids and the determination of conformity and acceptability shall be based on information furnished by the contractor with their bid as well as other information reasonably available to the City of Lamesa.

The City of Lamesa reserves the right to reject any and all bids, and to award a contract based on the specifications to the lowest responsible bidder. The City of Lamesa reserves the right to award contracts individually or as a group.

GENERAL CONDITIONS

The contractor(s) will work under the direction of the Public Works Director or their designee (hereinafter referred to as the Parks Director) who will determine the locations of the mowing, and the amount of equipment necessary to carry on the work.

No payment, on any basis, will be made for unsatisfactory mowing and/or equipment. The determination of the Public Works Director shall be final on all work.

Mowing schedules will be provided by the Public Works Director weekly. Contractor(s) shall provide a weekly report to the Public Works Director of areas mowed. Payment by the City of Lamesa will be made each month within thirty (30) days of receipt of invoice. The City of Lamesa reserves the right to delete areas from the contract without penalty.

CANCELLATION OF CONTRACT

The City of Lamesa or the Contractor(s) may terminate this contract with a thirty (30) day written notice by either party.

METHOD OF OPERATION

All operations described in these specifications shall be conducted by the contractor's personnel and the expense of all such operations shall be the contractor's.

A. The Contractor(s) shall provide their own equipment, labor, fuel and any other materials necessary to complete the required work. The contractor(s) shall be responsible for the maintenance and repair of their own equipment and the availability, presence and supervision of their own employees.

B. The contractor(s) is required to have a competent and experience supervisor/lead worker with each work group at all times. The supervisor/lead worker referred to herein may be a working lead worker operating a mower.

C. The contractor(s) shall perform all hand work required to effectuate an efficient mowing operation. The Department shall have the right to identify for the contractor(s) those areas where handwork should be performed.

D. There will be no subcontractor(s) used by the contractor(s) to fulfill any items or conditions of the contract.

INSURANCE AND BOND LIMITS AND REQUIREMENTS

The successful bidder will be required to furnish a certificate of insurance to cover liability as follows:

Liability (aggregate) \$1,000,000

Automobile Liability \$500,000 – combined single limit coverage

Certificate of insurance in the amounts specified shall be delivered to the City of Lamesa/ Personnel Director prior to commencement of any work per contract provisions.

Performance bond – shall be equal to the cost of three (3) months of mowing per contract.

An annual performance bond (if the contract price is greater than \$15,000) shall also be required for each subsequent year of the contract, and shall be presented not later than sixty (60) days prior to the anniversary date of the contract in each subsequent contract year, in the amount listed above. Such performance bonds shall guarantee the performance of the contractor(s) under the terms and conditions of the specifications contained herein and the contract for services between the parties.

CONTRACTORS INSURANCE

The contractor shall not commence work under this contract until they have obtained, at their expense, all insurance required under the section of General Conditions and by contract documents, and such insurance has been approved by the City of Lamesa. Such insurance shall remain in full force and effect on all phases of the work whether or not the work is occupied or utilized by the City of Lamesa, for the entire period of the contract.

Nothing contained in the insurance requirements shall be construed as limiting the extent of the contractor's responsibility for payment of damages resulting from their operations under the contract.

Any insurance bearing inadequacy of performance will be maintained after completion of the project for the full guarantee period.

The contractor shall obtain and maintain for the full period of the contract the following types of insurance in the form, minimum limits and amounts herein specified or as may be otherwise required in the contract documents. The contractor shall automatically renew any policy which expires during the performance of this contract and notify the city of such a renewal prior to the expiration date.

INDEMNITY

The contractor shall defend, indemnify and hold harmless the owner; and each of the officers, agents, servants and employees, from any and all suits, actions, claims, losses, or damages of any character and from all expenses incidental to the defense of such suits, actions or claims based upon, alleged to be based upon, or arising out of (1) any injury, disease, sickness, or death of any person or persons, (2) any damages to any property including loss of use thereof, caused by any act or omission of the contractor, or by their officers, agents, servants, employees, or anyone else under the contractor's direction and control, and arising out of any person or persons, (3) any damages to any property including loss of use thereof, caused by any act or omission of the contractor, or by their officers, agents, servants, employees or anyone else under the contractor's direction and control, and arising out of or cause by the performance of any work or services called for by the contract or from conditions created by the

performance or non-performance of said work or services, but not including the sole negligence of any party herein indemnified.

EVIDENCE OF INSURANCE COVERAGE

Before commencement of any work, the contractor shall submit written evidence that the contractor has obtained the minimum insurance required by the contract documents. Such written evidence shall be in the form of a certificate of insurance (see attached form) executed by the contractor's insurance carrier showing such policies in force for the specified period or by furnishing a copy of the actual policy or policies. Each policy or certificate shall bear an endorsement or statement waiving right of cancellation or reduction in coverage without ten (10) day notice in writing, to be delivered by registered mail to the owner.

FAILURE TO COMPLETE WORK

If the contract price is greater than \$15,000, the contractor(s) shall be required to furnish a performance bond acceptable to the City of Lamesa in the amount equal to the cost of three months of mowing per contract. The successful contractor shall have ten days following notification from the Town to provide such bond.

An annual performance bond shall also be required for each subsequent year of the contract, and shall be presented not later than sixty (60) days prior to the anniversary date of the contract in each subsequent contract year, in an amount listed above.

Such performance bonds shall guarantee the performance of the contractor(s) under the terms and conditions of the specifications contained herein and the contract for services between the parties.

MOWING OF SITES

The mowing of all sites includes the mowing and trimming of all grass and weeds within each area. Standard maintenance requirements are as follows:

A. Turf

1. Mowing

- All debris will be removed by the contractor prior to mowing if shredding of the debris would be detrimental to the appearance of the area. No separate pay item shall be allowed for litter control.
- All turf areas lying inside the property's boundaries shall be mowed at the appropriate height and frequency to maintain a manicured appearance.
- Contractor's personnel working in medians and on roadways shall be required to wear a safety orange vest or other safety garment. Care should be taken to avoid conflicts with oncoming traffic.

2. Edging

- All areas adjacent to curbs, driveways, and sidewalks, shall be edged with a blade edger; resulting in a clean, straight edge.

- All clipping resulting from the edger will be removed from concrete and bedding areas to produce a clean appearance.
- Weeds growing in cracks of curbing and concrete shall be removed by the contracting company.

3. Monofilament Trimming (Nylon Line)

- All plant growth around fences, building lines, trees, posts, and other areas where a mower cannot reach will be trimmed.
- Special caution will be taken not to damage small trees and shrubs with the nylon line of the trimmer.

C. Clean-Up

- All concrete areas shall be thoroughly cleaned after the performance of any maintenance service such that no grass clippings or debris from any maintenance functions appear on sidewalks, driveways, and streets. Such clean-up to be provided at the time of the performance of such maintenance services.
- All light trash will be removed from bed and turf areas at each site maintenance visit. Sweeping and vacuuming of hard surface areas in parking lots is not included.

All work mentioned in this section is to be done as directed by the Public Works Director. No payment for partial mowing of selected sites will be made. Each site must be completed before moving to the next location in order for payments to be acknowledged.

SPECIAL PROVISIONS NON-PARK PROPERTY

All provisions of the specifications shall apply, especially those labeled "Mowing of Sites" and "General Conditions", as well as the following special provisions:

The successful contractor shall be required to keep sufficient equipment and labor on hand to do a complete mowing of the City's Parks grounds every seven (7) days, should the growing season demand.

Mowing cycles for each site shall be determined in accordance with the attached "Mowing Schedule Chart". This chart is provided as a general scheduling guide and may be revised by the Public Works Director as conditions warrant.

Contractor shall provide a weekly report to the Public Works Director of areas mowed.

Each site shall be edged with a blade-type edger against all walks and curbs as part of the mowing cycle.

All resultant debris shall be removed by the contractor.

Clipping shall not normally be collected and removed from the site after each frequency mow. In addition, excessive clippings resulting from extended mowing frequencies due to the contractor's delay shall be removed by the contractor.

GROUND MAINTENANCE INTERVALS – 32 MOWINGS

The figure in the monthly column represents the number of frequencies a service function should be performed in that particular month. If there is no corresponding number in that column that particular function will not be performed for the contracted period.

TURF AREAS

	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sept	Oct	Nov	Dec
Mowing	1	1	2	4	5	4	4	3	4	2	1	1
Edging	1	1	2	4	5	4	4	3	4	2	1	1
Nylon Trimming	1	1	2	4	5	4	4	3	4	2	1	1

EQUIPMENT LIST

Bidder must submit with each bid, a complete list of all equipment to be used during the course of the contract. All equipment shall be subject to inspection by the Town Representative.

List of all equipment, including year, make and model of each shall be provided on your company letter head and attached to this sheet.

BID SUMMARY PAGE

TOTAL ANNUAL BID PRICE FOR CONTRACT \$ _____

SIGNATURE: _____

NAME: _____

COMPANY: _____

ADDRESS: _____

CITY, STATE, AND ZIP: _____

PHONE: _____

FAX: _____

E-MAIL: _____

BID CERTIFICATION

The undersigned bidder hereby certifies that they have visited each site of work and has carefully examined the contract documents pertaining to the work covered by the above and further agrees to commence work within ten (10) calendar days after the date of written notice.

The undersigned, as bidder, declares that in the event of the award of the contract to the undersigned, the undersigned will comply with the Immigration Reform and Control Act of 1986 as well as the Americans with Disabilities Act of 1990.

Enclosed with this proposal is a certified check or a cashier's check in the amount of 5% of the total bid for: _____ Dollars (\$_____) or a proposal bond in the amount of 5% of the total bid for: _____ Dollars (\$_____).

Which it is agreed shall be collected and retained by the owner as liquidated damages in the event this proposal is accepted by the owner within sixty (60) days after the bids are received and the undersigned fails to execute the contract and the required bonds and insurance certificates for the owner within ten (10) days after date said proposal is accepted. Otherwise, said check or bond shall be returned to the undersigned upon demand.

Bid acceptance period: _____ (Calendar days)

Name of Bidder: _____

Address: _____

City, State, and Zip: _____

Phone: _____ Fax: _____

E-mail: _____

Signature of Person Authorized to Sign Bid: _____

Title: _____ Date: _____

Company: _____

STATE RECIPROCAL REQUIREMENT

The City of Lamesa, as a governmental agency of the State of Texas, may not award a contract for general construction, improvements, services or public works project or projects or purchases of supplies, materials, or equipment to a non-resident bidder unless the non-resident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a non-resident bidder to obtain a comparable contract in the state in which the one-resident's principal place of business is located (Article 601g V.T.C.S.)

Bidders shall answer all the following questions by circling the appropriate response or completing the blank provided.

1. Is your principal place of business in the State of Texas?

Yes No

2. If the answer to question #1 is "yes", no further information is necessary. If "no", please indicate the following: A. In which state is your principal state of business located?

Yes No

B. Does that state favor resident bidders (bidders in your state) by some dollar increment or percentage?

C. If "yes", what is that dollar increment or percentage?

NON-COLLUSION STATEMENT

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have been communicated by the undersigned nor by any employer or agent to any other person engaged in this type of business prior to the official opening of this bid.

VENDOR: _____

ADDRESS: _____

CITY, STATE, AND ZIP: _____

PHONE: _____ FAX: _____

BIDDER SIGNATURE: _____

BIDDER (PRINT NAME): _____

POSITION WITH COMPANY: _____

SIGNATURE OF COMPANY OFFICIAL WHO AUTHORIZED THIS BID: _____

COMPANY OFFICIAL (PRINT NAME): _____

OFFICIAL POSITION: _____

BID NUMBER: _____

BID OPENING

PLACE: CITY OF LAMESA

601 S 1ST

LAMESA, TX 79331

DATE:

TIME:

ACCOUNTS LISTING

All bidders should enclose an Accounts Listing, containing a minimum of five (5) customers where the bidder has supplied the items listed in this bid.

Please let Company name, address, person to contact, and phone number for each customer.

1. _____

2. _____

3. _____

4. _____

5. _____

Company Name: _____

Signature: _____

Printed Name: _____

INSURANCE COVERAGE REQUIRED

SECTION A. Prior to the approval of this contract by the City of Lamesa, the Vendor shall furnish a completed Insurance Certificate to the City of Lamesa, which shall be completed by an agent authorized to bind the named underwriter(s) to coverage, limits, and termination provisions shown thereon, and which shall furnish a completed Insurance Certificate to the City of Lamesa, which shall be completed by an agent authorized to bind the named underwriter(s) to the coverage, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. THE CITY OF LAMESA SHALL HAVE NO DUTY TO PAY OR PERFORM UNDER THIS CONTRACT UNTIL SUCH CERTIFICATE SHALL HAVE BEEN DELIVERED TO THE CITY OF LAMESA.

SECTION B. The City of Lamesa reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverage and their limits when deemed necessary and prudent by the City of Lamesa/ Personnel Director based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Vendor.

SECTION C. Subject to the Vendor's right to maintain reasonable deductions in such amounts as are approved by the City of Lamesa, the Vendor shall obtain and maintain in full force and effect for the duration of this contract, and any extension hereof; at the Vendor's sole expense, insurance coverage written by companies approved by the State of Texas and acceptable to the City of Lamesa, in the following type(s) and amount(s):

1. Worker's Compensation

a. Statutory Limits.

b. Employer's Liability – Worker's compensation as required by Texas Law with the policy endorsed to provide a waiver of subrogation as to the City, employer's liability insurance of not less than \$100,000 for each accident.

2. General Liability

a. Combined bodily injury - \$1,000,000 per occurrence and property damage.

b. General \$1,000,000 aggregate – Where work is being performed in connection with an existing facility owned or leased by the City, the policy shall include fire legal liability of not less than \$100,000 per occurrence.

3. Auto Liability

a. Bodily injury - \$500,000.

b. Property damage - \$300,000 or combined single limits. Comprehensive automobile and truck liability insurance, covering owned, hired and non-owned vehicles, with minimum limits of \$300,000, combined single limit each occurrence, for property damage, such insurance to include coverage for loading and unloading hazards.

Certificates of insurance of each policy shall be delivered to the City Secretary office along with a statement of endorsement from each insurance company that such policy shall not be cancelled, nonrenewed, or materially changed without thirty (30) days written notice being given the City of

Lamesa. Prior to the effective date of cancellation of such insurance, non-renewal, or material change, Vendor shall deliver to the City of Lamesa a replacement certificate in compliance with this contract.

The Vendor will assume complete responsibility for any claim of property damage, loss, theft, or bodily injury, which may directly or indirectly arise from the Operation's performance under the terms of the contract. The Vendor will hold harmless, release, and defend the City of Lamesa from all claims of liability that directly or indirectly arise under the terms of the contract. The Vendor will be required to furnish the City of Lamesa a certificate and copies of public liability insurance in the minimum amount of \$1,000,000 for combined single limits.

- Alternatively, a State of Texas Certificate of Self-Insurance may be furnished in lieu of a certificate evidencing Worker's Compensation Insurance. Employers who have rejected the Act, and have not be certified as self-insured employers, may not be eligible for a contract award.

NOTE: The City of Lamesa shall be named as an additional insured party on Contractor's general liability policy and any excess/umbrella liability insurance policies.

CITY OF LAMESA (CITY PARKS ACRES)

1. FORREST PARK 65.0 acres
Old Little League
Pee Wee Field to Rodeo Arena
Babe Ruth Field
Plaza
Forrest Central Park
RV Park
Playground Park
2. WEBELO PARK 13.5 acres
3. PIONEER PARK 6.0 acres
4. S. 8th PARK 2.5 acres
5. PARK TERRACE PARK 2.5 acres
6. BOY & GIRLS CLUB LAKE 5.0 acres
7. N. 22nd PARK 5.5 acres
8. N. 23rd PARK 3.5 acres
9. WELCOME TO LAMESA ½ acre
10. SKATE PARK N. AKRON AVE. 2.0 acres
11. HOLLIS CARVER PARK 2.5 acres.

TOTAL ACRES: 108.5

ATTENTION ALL CONTRACTORS SUBMITTING PARK MOWING BIDS

The City of Lamesa requires this form to be submitted with all Parks Mowing Bids to ensure that contractors are meeting industry standards.

Contractor _____

Phone _____

Address _____

1. Do you have a drug testing policy which includes random testing?

_____ NO

_____ YES

2. Do you have a written Safety Program?

_____ NO

_____ YES

3. Do you conduct Safety Meetings?

_____ NO

_____ YES

NOTE: The City of Lamesa requires background checks for all Contractors.

An officer of the company, I verify that the above is true and accurate.

Signature

Printed Name

Date

Title

CITY OF LAMESA (CITY PARKS ACRES)

1. FORREST PARK 65.0 acres
Old Little League
Pee Wee Field to Rodeo Arena
Babe Ruth Field
Plaza
Forrest Central Park
RV Park
Playground Park
 2. WEBELO PARK 13.5 acres
 3. PIONEER PARK 6.0 acres
 4. S. 8th PARK 2.5 acres
 5. PARK TERRACE PARK 2.5 acres
 6. BOY & GIRLS CLUB LAKE 5.0 acres
 7. N. 22nd PARK 5.5 acres
 8. N. 23rd PARK 3.5 acres
 9. WELCOME TO LAMESA ½ acre
 10. SKATE PARK N. AKRON AVE. 2.0 acres
 11. HOLLIS CARVER PARK 2.5 acres.
 12. N. 4th & SEMINOLE HWY. PARK 0.5 acres.
- TOTAL ACRES: 109 acres

City Limit Map

