



**REQUEST FOR BID
RFB NO. 2025-075**

**CLOSING DATE AND TIME
MARCH 12, 2025- 2:00 P.M.**

**ANNUAL DRAINAGE CHANNEL
MANAGEMENT (SPRAYING) CONTRACT**

The City of Mesquite, Texas, invites mailed or hand delivered bids from all qualified bidders desiring to bid on the referenced bid with the following specifications as listed herein.

Mark envelope in lower left corner “RFB No. 2025-075; ANNUAL DRAINAGE CHANNEL MANAGEMENT (SPRAYING) CONTRACT,” so the bids will not be opened until the appointed hour.

Bids submitted must be received **before** bid closing on Wednesday, March 12, 2025, at 2:00 p.m. Faxed or emailed bids will not be accepted.

All questions must be submitted via email at purchasing@cityofmesquite.com on Thursday, March 6, 2025, at 2:00 p.m. Responses will be provided in the form of an addendum after the question deadline.

For Mailed Bids, please address as follows:

Ryan Williams, Manager of Purchasing
City of Mesquite
P.O. Box 850137
Mesquite, Texas 75185-0137

For Hand-Delivered Bids or Submitted by Courier, please place in a sealed envelope or box:

Ryan Williams, Manager of Purchasing
City of Mesquite
757 N. Galloway Avenue, 2nd Floor
Mesquite, Texas 75149

CITY OF MESQUITE GENERAL CLAUSES AND CONDITIONS

1. **CITY OF MESQUITE GENERAL CLAUSES AND CONDITIONS APPLY TO ANY PROCUREMENT OF PRODUCTS OR SERVICES BY THE CITY OF MESQUITE (CITY). TAKING EXCEPTION TO THESE CLAUSES AND CONDITIONS MAY DEEM A RESPONSE AS NON-RESPONSIVE.**
2. **Questions:** For questions regarding bid preparation, please contact: purchasing@cityofmesquite.com.
3. **Correspondence:** The City assigned number of this bid packet must appear on all correspondence, or inquiries, pertaining to this bid.
4. **Preparation Cost:** The City will not be liable for any costs associated with the preparation, transmittal or presentation of any bids or materials submitted in response to any bid or quotation.
5. **Bid Packet Completion Required:** City of Mesquite bid packets have sections requiring completion. The bid form section of the bid packet must be completed prior to the date and time set for bid opening and included with the bid packet or the bid may be found non-responsive. Failure to complete all requirements in a timely manner, prior to award, may be used by the City in determining a bidder's responsibility.
6. **Laws and Ordinances:** The Contractor shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations which in any manner affect the Contract or the work and shall indemnify and save harmless the City against any claim arising from the violation of any such laws, ordinances and regulations whether by the Contractor or his employees.
7. **Bid Submission:** Bids must be **received as one (1) marked "original" plus one (1) digital copy on a USB flash drive**, on this form, prior to the closing date and time to be considered. (This does not apply to bids submitted electronically via BidNet Direct.) Bids must be submitted in sufficient time to be received and time-stamped at the above location on or before the published date and time shown on the RFB. The City of Mesquite will not be responsible for mail delivered from the post office. Bids received after the published time and date cannot be considered and will be returned unopened.
8. **Addenda:** Any interpretations, corrections or changes to this bid packet will be made by addenda issued by the City of Mesquite Purchasing Division. It is the bidder's responsibility to check for any addendums that may have been issued before the bid closing date and time.
9. **Public Documents:** All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be confidential, trademarked, copyrighted, or proprietary must be clearly and ambiguously marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552 of the Texas Government Code.
10. **Bid Opening:** All bids submitted will be read at the City's regularly scheduled bid opening for the designated project.
11. **Bid Tabulation:** Bidders desiring a copy of the bid tabulation may view the results online forty-eight (48) hours after the bid opening at www.cityofmesquite.com. **BID RESULTS WILL NOT BE GIVEN BY TELEPHONE OR EMAIL.**
12. **Award of contract shall be made on an "item by item," or "all or nothing" basis at the discretion of the City of Mesquite.**
13. **Award:** The City reserves the right to award:
 - a. In whole or in part as determined to be in the best interest of the City; and/or
 - b. A separate contract to separate bidders for each item/group or to award one contract for the entire bid. The City reserves the right to take into consideration contract administration costs for multiple award contracts.
14. **Estimated Quantities:** Quantities are estimated and based on projected usage. It is specifically understood and agreed that these quantities are approximate, and any increased quantities will be paid at the regular quoted price. The bidder shall not have any claim against the City of Mesquite for any quantities ordered that are less than the estimated bid amount.

Ambiguities: Any ambiguity in the bid because of omission, error, lack of clarity or non-compliance by the bidder with specifications, instructions and all conditions shall be construed in favor of the City.

15. **Best Advantage:** The City of Mesquite reserves the right to reject any and all bids, without cause, and to waive any defect, irregularity, or informality and to make award of the bid as may be deemed to the best advantage of the City.
16. **Variations:** The City of Mesquite reserves the right to evaluate variations from the specifications. If variations are requested, bidder shall state exactly which specifications the bidder seeks a variation from and specifically how the variation shall apply. Failure to completely describe the merchandise being bid may result in rejection of bid.
17. **Revised Bids:** The bid that is submitted last will supersede any previous versions within the submission deadline.
18. **Altering Bid Prices:** Bid prices cannot be altered or amended after submission deadline. Any inter-lineation alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.
19. **Pricing:** Bid price(s) quoted, must be held firm for ninety (90) days to allow for evaluation unless otherwise stated in this document.
20. **Error-Quantity:** Prices shall be filled in and extended on the bid sheet. In case of discrepancy between the unit price and the extension, the unit price shall govern.
21. **Withdrawal of Bids:** Bidder agrees that a bid price may not be withdrawn or cancelled by the bidder for a period of ninety (90) days following the date designated for the receipt of bids without written approval of the City.
22. **Prices Prevail for Term:** Prices quoted by bidder shall prevail for the entire term of the contract as stated herein or in the bid packet.
23. **Insurance:** The insurance requirements are included in the bid document. Bidders agree to provide and to maintain the required types of insurance for the term of the contract. An original certificate of insurance shall be submitted by the bidder to the City of Mesquite Purchasing Office within 10 business days of bidder receiving notice from the City that they are the apparent low bidder.
24. **Entity Documentation:** Bidder shall attach official documentation from the State of Texas or other qualified certification agency of M/WBE status of your company with bid. This data is for informational purposes only and will not affect the bid award.
25. **Collusion:** In submitting a bid, the bidder certifies that they have not participated in, nor have they been party to any collusion, price fixing or any other illegal or unethical agreements with any company, firm or person concerning the pricing offered.
26. **W-9:** A completed W-9 form will be required and submitted with bid.
27. **Non-Exclusion Affidavit:** The attached Non-Exclusion Affidavit for General Contractor form must be signed, notarized, and submitted with bid.
28. **Authorized Signature:** All bids must be signed by an authorized representative of the company.
29. **Assignment:** The awarded contract/purchase order may not be assigned to a third party.
30. **Cooperative Purchasing:** As permitted under the Texas Local Government Code, Chapter 791.025, other *government entities may wish to also participate under the same terms and conditions contained in this contract (piggyback)*. Successful bidder agrees to extend prices to all entities that have entered into or will enter into joint purchasing interlocal cooperation agreements with the City of Mesquite.

31. **F.O.B./Damage:** Quotations shall be bid F.O.B. delivered, designated location, and shall include all delivery and packaging costs. The City of Mesquite assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City of damage.
32. **Sample Contract Forms:** Any sample contract forms in the bid packet are included for informative purposes only, so that bidders may be familiar with their contents and requirements. **Bidders shall not fill in or execute these sample contract forms at time of bid submittal.**
33. **Taxes:** The City is exempt from all sales and excise taxes.
34. **Change Orders:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and shall not be effective unless signed by an authorized representative of the City.
35. **Termination:** This Contract may be terminated at any time with thirty (30) day's written notice by either the City of Mesquite or successful bidder.
36. **Non-Resident Bidders:** Pursuant to Texas Government Code, Chapter 2252, Subchapter A: A bidder whose principal place of business, ultimate parent company or majority owner's principal place of business is not in Texas, is considered a nonresident bidder. A nonresident bidder must underbid the lowest responsible resident bidder by an amount that is equal to, or less than, the amount by which a Texas resident would be required to underbid in the nonresident bidder's state. This provision does not apply to a contract involving federal funds.
37. **Ordering:** Orders shall be placed on an "as-needed" basis at the discretion of the City of Mesquite. Bidders shall advise if there is a minimum dollar amount per order.
38. **Invoices:** Invoices must be submitted by the Contractor to the City of Mesquite, Accounting Department, P.O. Box 850137, Mesquite, TX, 75185-0137, accounting@cityofmesquite.com. The City Purchase Order **must** appear on all invoices, delivery memoranda, bills of lading, packing and correspondence.
39. **Payment Terms:** Payment terms are pursuant to the Texas Prompt Payment Act unless otherwise specified by the City. Upon receipt of a properly executed invoice from the vendor, payment will be processed for items or services delivered.
40. **Authorization:** The City of Mesquite will not accept or pay for articles delivered or services performed without a specific written Purchase Order.
41. **Conformity of Goods/Services:** All goods to be delivered or services to be performed shall conform in every respect to the specifications issued by the City in conjunction with its solicitation of bids. In the event no such specifications were issued, the goods or services shall conform to the bid submitted by the vendor.
42. **Patent Rights:** The bidder agrees to indemnify and hold the City harmless from any claim involving patent right infringement or copyrights on goods supplied.
43. All BIDDERS must submit, with bid, either a Bid Bond on the form provided herein, a Cashier's Check or Certified Check in the amount of five percent (5%) of the total bid.
44. The Contract, **Performance bond** and **Payment bond** forms are included for Bidders information so that Bidders may be familiar with their contents and requirements. **Bidder shall not fill in or execute these forms at time of bid submittal. Upon award of the bid, the awarded vendor will be required to execute the contract.**

SPECIAL PROVISIONS

1. **Price escalation:** The City of Mesquite favors fixed pricing. However, due to market conditions, which may result in an increase in the costs of materials awarded by this contract during the contract term, the City may consider, at its option, a request by the successful bidder for a price escalation equivalent to the percentage increase of materials. Increases will apply only to the products(s) and/or service(s) affected by an increase in raw material, labor, or another like cost factor. Price escalation will be made under the following conditions: 1) no request for a price escalation will be considered for the first year of the contract period; 2) Contractor will be required to provide written confirmation from his supplier indicating the exact percentage of increase as well as the effective date of the escalation; 3) The City reserves the right to accept or reject the price increase; and 4) If the price increase is rejected, the Contractor shall provide the materials at the contracted price or may cancel the contract for the remaining term.
2. Unless otherwise stated in the bid packet, bidders shall submit a total of five (5) references, if possible. The City may contact secondary vendors for references
3. Bidders shall complete the required documents on the Bid Checklist and submit with bid. If the forms are not included, the bid may be considered non-responsive.
4. The following Schedule of Events represents the schedule the City will follow. The City plans to meet the dates described below. If a component of the schedule is delayed, it shall be anticipated that the remaining components will also be delayed by a similar number of days. Any significant change to the schedule will be published via an Addendum.

Event	Estimated Date
Request for Bid Published	February 20, 2025
Deadline to Submit Vendor Questions	March 6,2025
Addendum for Questions Published	March 7,2025
Deadline for Bid Submissions	March 12,2025
Council Award, if applicable	Tentative
Effective Date of Contract	Tentative

**CITY OF MESQUITE
RESPONDENT ACKNOWLEDGEMENT FORM**

**RFB No. 2025-075
Annual Drainage Channel Management (Spaying) Contract**

PLEASE INCLUDE THIS COMPLETED PAGE AS THE FIRST PAGE OF YOUR SUBMITTAL.

The undersigned hereby certifies that he/she understands the specifications, has read the document in its entirety and that the prices contained in this submission have been carefully reviewed and are submitted as correct and final. Respondent further certifies and agrees to furnish any or all products/services upon which prices are extended at the price offered and upon conditions contained in the specifications of the submittal.

The following information should be completed in its entirety for the response to be considered.

Company Name: _____

Address of Principal Place of Business: _____

Phone of Principal Place of Business: _____

Email Address of Representative: _____

Authorized Representative: _____
Signature Date

Printed Name Title

CITY OF MESQUITE BID CHECKLIST

RFB No. 2025-075 Annual Drainage Channel Management (Spaying) Contract

PLEASE INITIAL EACH ITEM BELOW AND INCLUDE THIS PAGE AS THE SECOND PAGE OF YOUR SUBMITTAL.

Bid Checklist

Please ensure to complete and return the following required documents and information to the City of Mesquite Purchasing Division before the deadline. Late submittals will not be accepted. If the following information is not included, the bid may be considered non-responsive.

1. ____ Bidder's Submission: one (1) marked "original" plus one (1) digital copy on a USB flash drive submitted and clearly marked with the Bid Number and Bid Name
2. ____ Respondent Acknowledgement Form
3. ____ Bid Checklist (this page)
4. ____ Bid Sheet
5. ____ Conflict of Interest Questionnaire (CIQ Form)
6. ____ Non-Exclusion Affidavit for General Contractors (*must be notarized*)
7. ____ Prohibition on Contracts with Companies Boycotting Israel
8. ____ Bid Sheet with References
9. ____ Certification Statement
10. ____ IRS W-9 (*Bidder to provide*)
11. ____ Bid Bond, Performance Bond, Payment Bond
12. ____ Texas Secretary of State Filing Certificate/Partnership Agreement (*Bidder to provide*)
13. ____ Addendum No. 1 – Acknowledgment of Receipt (*initial, if applicable*)
14. ____ Addendum No. 2 – Acknowledgment of Receipt (*initial, if applicable*)
15. ____ Contract Statement

FAILURE TO COMPLETE AND PROVIDE ANY OF THESE BID REQUIREMENTS MAY RESULT IN THE RESPONDENT'S PROPOSAL BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.

Conflict of Interest Questionnaire and Disclosure of Interested Parties (Form 1295)

The Respondent will be required to comply with the following:

Chapter 176 of the Texas Local Government Code is an ethics law that was initially enacted by the Texas Legislature with HB 914 in 2005 that requires disclosure of employment and business relationships local government officers may have with contractors, consultants and vendors who conduct business with local government entities. The law applies to any written contract for the sale or purchase of real property, goods, or services. Further information regarding Texas Conflict of Interest laws and the **Conflict of Interest Questionnaire** (FORM CIQ) can be found at the Texas Ethics Commission website at the following web address:

<https://www.ethics.state.tx.us/forms/conflict/>

A *sample* FORM CIQ has been provided in the following pages. It is recommended to utilize the form at the link above. Please complete and submit with response.

Section 2252.908 of the Texas Government Code was enacted in 2015, by the Texas Legislature pursuant to HB 1295, which provides that a governmental entity may not enter into certain contracts with a business entity on or after January 1, 2016, unless the business entity submits a disclosure of interested parties (FORM 1295) to the governmental entity at the time the business entity submits the signed contract to the governmental entity. Further information regarding the disclosure of interested parties' law and FORM 1295 can be found at the Texas Ethics Commission website at the following web address:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Please DO NOT complete Form 1295 until notified of contract award and requested by the Purchasing Division to electronically file Form 1295 with the Texas Ethics Commission.

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

STANDARDS OF CONDUCT

The City of Mesquite conducts business with the public, business partners, vendors, and contractors under a set of rules to ensure that all City officials and employees discharge their duties in a manner designed to promote public trust and confidence in our city. This code of ethics, titled Standards of Conduct, is taken from the Mesquite City Code, Chapter 2, Art. IV, Sec 2-123.

The City wants you to be aware of the rules that its employees are required to follow while performing their services to you. A violation of state or federal statutes may occur if these rules are broken. It is hoped that by outlining these rules for you, your experience in dealing with the City of Mesquite will be both rewarding and satisfactory.

Acceptance of Gifts or Gratuities

Accepting gifts or gratuities by employees in consideration for the performance of their duties, or as an appreciation for their performance, is strictly prohibited.

- Please do not offer employees any gift, loans, or any other thing of value.
- Employees may not receive any fee or compensation for their services from any source other than the City, so please don't offer.
- Please do not offer to buy meals for employees.
- Employees may accept coffee, tea, soft drinks, snacks, etc. when attending meetings in your office.
- Letters to supervisors for exceptional service by employees are always welcome.

Conflicts of Interest

Employees are prohibited from engaging in any outside activities that conflict with, or have the appearance of conflicting with, the duties assigned to them in the employment of the City.

- Please do not ask employees for any special favor or consideration that is not available to every other citizen.
- Please do not ask an employee to disclose any information that is not available to every other citizen through normal public information channels.
- Please do not offer to compensate the employee by offering to hire or do business with any business entity of the employee or family member.
- Do not ask employees to represent you or your company or make any recommendations on your behalf other than those that are a part of their official duties with the City.
- Please do not ask employees to endorse the products or services of your company.
- Please do not ask employees to hand out or post advertising materials.

Solicitation by City Employees

Employees may not solicit gifts, loans, or any other items of value from people doing City business that will be used by them personally.

- If you are asked to pay a fee for services that you believe is improper or illegal, please contact the City's ethic's officer at **972-329-8723**. (payments should only be made to designated cashiers or clerks)
- Employees are prohibited from taking retaliatory action against you for failing to comply with any request unless the request is within the scope of the employee's official duties for the City.

Use of City Equipment, Facilities and Resources

Use of City equipment, facilities and resources is authorized only for City purposes and for those activities permitted by City ordinance and policy.

- Please do not ask employees to use City equipment to run errands or perform tasks for your benefit.
- Employees may not perform tasks, nor conduct any business not related to their official duties while on City time.

Your Rights and Expectations

When dealing with employees of the City of Mesquite you have the right to honest, fair, and impartial treatment. You may expect prompt, courteous, and professional service from our employees who are expected to understand and practice good customer service skills. Employees are tasked to uphold the public trust through the ethical performance of their duties. We understand that the enforcement of regulatory guidelines and codes may sometimes be a cause for concern; however, you may rest assured that we are responsible to all the citizens of Mesquite and our goal is to serve them to the best of our ability.

Should you have any concerns or questions concerning this information or the conduct of any of our employees please contact the City's ethics officer at 972-329-8723. All calls to the City's ethics officer are confidential and your name (or any other identifying information) will not be disclosed.

Cliff Keheley
City Manager

NON-EXCLUSION AFFIDAVIT FOR GENERAL CONTRACTORS

Federal, state, and local government agencies, not-profits, and other organizations that use federal money to fund all or part of any program or project are required to follow specific requirements regarding the use of such federal funds. One of these requirements is that no contract, subcontract, grant, financial assistance, or other forms of assistance provided using federal funds may be awarded to individuals or entities that have been suspended, debarred, or otherwise excluded from participation in federally funded programs.

The U.S. federal government maintains a website known as the “System for Award Management” (SAM) at www.sam.gov. One of the purposes of the SAM website is to provide a comprehensive list of all individuals, firms, and other entities that have been suspended, debarred, or otherwise excluded from participation in federally funded contracts, subcontracts, grants, etc. SAM provides a simple means of helping government, non-profit agencies, and other organizations ensure that they do not award federally funded grants, contracts, subcontracts, or other financial or non-financial benefits to any individual, firm, or other entity that has been excluded by any agency from participation in such federally funded activities.

I, _____ (Contractor Representative), hereby certify that neither I nor _____ (Name of the company or organization I represent) nor any subcontractors that I or said company may employ to work on any federally funded activity have been suspended, debarred, or otherwise excluded by any federal agency from participation in any federally funded activity. I further acknowledge my understanding that, before entering into a contract with me or with the company or organization I represent, City of Mesquite staff will perform a search on www.sam.gov to verify whether I, the organization I represent, or any subcontractors I may employ to work on any federally funded activity, have been excluded from participation in any federally funded activity.

Signature of Contractor Representative

Date

Sworn to and subscribed before me this _____ day of _____, 20____

Notary Public in and for _____ County, _____ (Insert State Name)

PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL

Chapter 2271 of the Texas Government Code provides that the City may not enter into a contract* with a company for goods or services unless the contract contains a written verification from the company that it: (i) does not Boycott Israel; and (ii) will not Boycott Israel during the term of the contract.

“Boycott Israel” is defined to mean refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. “Company” is defined to mean a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

*** The requirement applies only to a contract that: (1) is between the City and a company with 10 or more full-time employees; and (2) has a value of \$100,000 or more that is to be paid wholly or partly from City funds.**

I, _____, the _____
(Name of Certifying Official) (Title or Position of Certifying Official)

of _____, does hereby verify on behalf of said company to the
(Name of Company)

City of Mesquite that said company does not Boycott Israel and will not Boycott Israel during the term of this contract.

Signature of Certifying Official

Title

Date of Certification



INSURANCE VERIFICATION PROGRAM LETTER OF AUTHORITY

TO: All Awarded Vendors

RE: Insurance Verification

Dear Vendor:

The City of Mesquite has provided Insurance Certificate Administrators (ICA) authority to monitor certificates of insurance, endorsements and other policy information from our vendors and contractors. ICA will request, receive, evaluate, and order corrections from such companies.

ICA will provide the City of Mesquite with verification that any insurance document your agent or insurer certifies conforms to the contract requirements.

It is necessary that you have your agent or insurer promptly cooperate with ICA by having them provide the information ICA requests.

All correspondence regarding certificates of insurance and insurance policy information for the City of Mesquite should be sent to the following address. There is no need to provide copies to the City of Mesquite.

City of Mesquite
c/o ICA
input@icaprogram.com
P.O. Box 2566
Fort Worth, TX 76113-2566
Phone: 817-332-5313

Please forward the enclosed instructions to your agent/broker. Thank you for your cooperation.

INSURANCE

A. AMOUNTS OF INSURANCE

Contractor agrees to provide and to maintain the following types and amounts of insurance, for the term of this Contract.

<u>Type</u>	<u>Amount</u>
1. <u>Worker's Compensation and Employer's Liability</u>	<u>Statutory Limits</u> \$100,000 per occurrence
2. <u>Commercial (Public Liability) including but not limited to:</u>	<u>Bodily Injury:</u> \$500,000 per person \$1,000,000 per occurrence
A. Premises/Operations	
B. Independent Contractors	
C. Personal Injury	<u>Property Damage:</u>
D. Products/Complete Operations	\$500,000 per occurrence
E. Contractual Liability (insuring above indemnity provisions)	with <u>general aggregate</u> of \$1,000,000
3. <u>Business (Commercial) Automobile Policy:</u>	Combined Single Limit/ \$500,000

The preceding amounts notwithstanding, the City reserves the right to increase the minimum required insurance to be effective thirty (30) days after notice is sent to the address provided herein. The Contractor may pass through to the City all costs for obtaining the increase in the insurance coverage.

B. OTHER INSURANCE REQUIREMENTS

The Contractor understands that it is its sole responsibility to provide the required Certificate and that failure to comply within 10 business days after notice of award and according to the requirements of this article shall be a cause for termination of this Contract.

For any pesticide spraying performed, the City of Mesquite will require the successful bidder to carry Pollution Liability Insurance and Environmental Impairment Liability Insurance.

Insurance required herein shall be issued by a company or companies of sound and adequate financial responsibility and authorized to do business in the State of Texas. All policies shall be subject to examination and approval by the City Attorney's office for their adequacy as to form, content, form of protection, and providing company.

Insurance required by this Contract for the City, as additional insured shall be primary insurance and not contributing with any other insurance available to City, under any third-party liability policy.

The Contractor further agrees that with respect to the above required insurances, the City shall:

1. Be named as additional insured/or an insured, on all required insurance except workers' compensation. Blanket Endorsements are acceptable in meeting this requirement if copies of the endorsements are provided along with the certificate. If using a form that has specific boxes labeled for additional insured, checking those specific boxes is acceptable in meeting this requirement as well.

2. Be provided with a waiver of subrogation, in favor of the City on all required insurance. Blanket Endorsements are acceptable in meeting this requirement if copies of the endorsements are provided along with the certificate. If using a form that has specific boxes labeled for waiver of subrogation, checking those specific boxes is acceptable in meeting this requirement as well.
3. Be provided with an unconditional 30 days' advance written notice of cancellation or material change.
4. Prior to execution of this Agreement, proof of insurance shall be provided through the office of the City Secretary, or Designee, with either their original Certificate of Insurance or their insurance policy evidencing the above requirements. Thereafter, new certificates or copies of the policies shall be furnished prior to the expiration date of any prior certificate.

C. ADDITIONAL WORKER'S COMPENSATION INSURANCE REQUIREMENTS

1. Definitions:

Certificate of coverage ("certificate") A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement showing statutory Worker's Compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project – includes the time from the beginning of the work on the project until the contractors'/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project (subcontractor" in 406.096) - includes all persons or entitles performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity or employees of any entity, which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

2. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements. Which meets the statutory requirements of Texas Labor Code, Section 401.011 (44) for all employees of the contractor providing services on the project, for the duration of the project.
3. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
4. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
5. The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - (a) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage for all persons providing services on the project; and
 - (b) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
6. The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

**CITY OF MESQUITE
CERTIFICATION STATEMENT**

**RFB No. 2025-075
Annual Drainage Channel Management (Spaying) Contract**

I hereby certify that the information contained in this bid and any attachments is true and correct and may be viewed as an accurate representation of proposed services to be provided by this organization. I certify that no employee or agent of the City of Mesquite has assisted in the preparation of this bid. I acknowledge that I have read and understand the requirements and provisions of the solicitation and that _____ (name of organization) will comply with the regulations and other applicable local, state, and federal regulations and directives in the implementation of this contract.

I also certify that I have read and understood all sections of this solicitation and will comply with all the terms and conditions as stated; and furthermore that I _____ (printed name) certify that I am the _____ (title) of the organization or other eligible entity named as offeror and respondent herein and that I am legally authorized to sign this offer and to submit it to the City of Mesquite, on behalf of said offeror by authority of its governing body.

Signature

Type/Print Name

Title

Date

BID AWARD CRITERIA:

Award: The City of Mesquite shall award the bid to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the City. In determining the “**best value**,” the following criteria will be considered as amended in section 252.043 of the Texas Local Government Code:

- 1.) the purchase price.
- 2.) the reputation of the bidder and of the bidder’s goods or services.
- 3.) the quality of the bidder’s goods or services.
- 4.) the extent to which the goods or services meet the municipality’s needs.
- 5.) the bidder’s past experience with the municipality.
- 6.) the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and on-profit organizations employing persons with disabilities.
- 7.) the long-term cost to the municipality to acquire the bidder’s goods or services and.
- 8.) any relevant criteria specifically listed in the request for bids or proposals.

If the City decides to use the “**best value**” evaluation, the point ratings will be as follows:

Price - 40 points (percent);

Qualifications – 20 points (percent);

Bidder’s past experience with the City of Mesquite or other Municipalities - 10 points (percent);

Spraying Experience – 15 points (percent);

References - 15 points (percent);

Each vendor is responsible for submitting all relevant, factual, and correct information with his or her bid. The evaluation committee will assign a ranking score to each vendor based on the available data. If additional sheets are attached to the bid specification package, the bidder shall clearly cross-reference the appropriate location in the solicitation (i.e. page number, paragraph, subject, etc.).

Price - (40 points) the bidder with the lowest price receives the maximum score. The bidder with the next lowest price receives points based on dividing its price into the next lowest price and multiplying that percentage by the available points. For example, assume \$30,000 is the low offer, then that bidder would receive 40 points ($\$40,000/\$40,000=1.00 \times 40=40$). Assume \$45,000 is the next low offer, then that bidder would receive 35.5 points ($\$40,000/\$45,000=0.89 \times 40=35.5$), etc.

Qualifications - (20 points) 20 points will be the maximum point value given to the bidder. The bidder’s point value will be based on their measured score. Evaluation of the bidder’s measured score is the bidder’s overall qualifications, proposed project staff, ability to maintain schedule and manage scope, approach to contract management, spraying methods, equipment, and workload capacity

Bidder’s past experience with the City of Mesquite or other Municipalities - (10 points) 10 points will be the maximum point value given to the bidder. The bidder’s value will be based upon their measured score. Evaluation of the bidder’s measure of successful past relationship with the City of Mesquite. If the vendor has never done business with the City of Mesquite, consideration shall be given for contracts with other municipalities or other government entities.

Spraying Experience (15 points) 15 points will be the maximum point value given to the bidder based on spraying experience in providing drainage channel and grounds maintenance services for municipalities.

References - (15 points) 15 points will be the maximum point value given to the bidder with information provided by the bidders’ references. The bidders point value will be based on their measured score.

SPECIFICATIONS

I. CONTRACTOR OPERATIONS :

Contractor (successful bidder) will operate as an independent contractor and not as an agent, representative, partner or employee of the City of Mesquite, and shall control his operations at the work site, and be solely responsible for the acts or omissions of his employees.

Contractor may not sell, sublet, or otherwise assign the contract maintenance responsibilities to others without written consent of the Public Works Department.

Contractor and employees will always be courteous to the public while at the work site.

Contractor must always provide a valid telephone number or email and address to specified City Representative. The number must be answered during normal working hours.

All wages, taxes, and workers' compensations of all contract employees shall be paid by the Contractor.

II. SCOPE OF WORK:

1. Herbicide treatment, as defined under V. Technical Specifications, page 15, Paragraph 1, shall be applied to vegetation growing in drainage ditches and channels within the city limits of Mesquite, Texas. All areas to receive treatment are indicated in the listing attached hereto and entitled 2025 Drainage Channel Vegetation Management Areas. All channel areas with concrete, rip rap, or paver surfacing shall receive spot treatment for any weeds and grass as needed.
2. Areas of drainage ditches and channels to receive herbicide treatment generally include the bottom, sides, and banks to the limits of the rights-of-way or easement. In the absence of a defined rights-of-way or easement line, the top of bank of the ditch or channel wall or grade shall prevail. In the event privately owned walls, fences, terraces, or other appurtenances border the ditches or channels the treatment shall extend only to these appurtenances.
3. One complete cycle of spraying must be performed within ten (10) working days from the Notice to Proceed, as specified in IV. Frequency of Work, Item 1(a).

III. ORDERING AND MEASURING, OR ADDITIONS AND DELETIONS TO WORK:

1. The Storm Water Specialist or designated Representative will have the authority to add or delete work, subject to purchasing procedures of the City of Mesquite. A Pre-Spray Treatment Meeting will be conducted with City staff prior to any treatment. No treatments can occur without notification of and coordination with City staff.
2. All work added or deleted will be specified by location and approximate acreage. Jointly, representatives of the Public Works Department and the Contractor shall measure areas added or deleted to determine the exact coverage. Such measurements shall be documented and signed by both Representatives and will be the basis for determining the final scope of work and payment due to Contractor under the contract price.
3. All documentation pertaining to the additions or deletions to the work shall be maintained in a project file by the Public Works Department.

IV. FREQUENCY OF WORK:

1. Most areas listed in 2025 Drainage Channel Vegetation Management Areas (pages 19- 29) shall receive up to two (2) herbicide spray treatments during per year as follows:
 - a) First treatment - within ten (10) calendar days of notice to proceed. Generally, around the months of April/May.
 - b) Second treatment - eleven (11) to thirteen (13) weeks following first treatment. Generally, around the months of August/September.
 - c) Spot treatment - as required by the City within ten (10) calendar days upon notice following completion of the first and second treatments reflecting above, when necessary to secure effective kill as required by these Specifications.
2. The Contractor shall provide detailed routes and time/date schedules for treatment. The Contractor shall, in coordination with the Storm Water Specialist or designated Representative, develop a schedule that is mutually agreeable to both. .

V. TECHNICAL SPECIFICATIONS:

1. The herbicides to be used in treatment of vegetation shall consist of a **COMBINATION OF CONTACT AND TRANSLOCATED HERBICIDE CHEMICALS** which will effectively kill all intended vegetation, except Bermuda grass. The Pesticides General Permit application of chemicals shall meet the requirements in the current PGP or approved equals by the EPA. Any Bermuda grass that is killed or permanently damaged shall be replanted, by the Contractor, by means of seeding, and growth will be assured. Replanting shall be done at no additional cost to the City of Mesquite. There shall be no spraying from a standing position on the top of embankment into any water body. Overhanging vegetation may be requested to be sprayed as requested by the Storm Water Specialist. The City of Mesquite is a PGP Level 1A Operator.
2. The Contractor shall submit to the City , in writing, of the herbicides and any other chemicals to be used in the treatment of vegetation of all types, and shall not proceed with any work without written approval from the City .
3. Vegetation is defined as weeds, grass (except Bermuda), vines, brush, tree sprouts, and aquatic vegetation. Discretionary spraying techniques shall be used for aquatic vegetation when next to or in waters.
4. The Contractor shall comply with all pesticide herbicide application requirements as set forth by the Texas Structural Pest Control Service, the Texas Department of Agriculture, the Federal Environmental Protection Agency, the Pesticides General Permit Level 1A Operator, and manufacturer's instructions provided with chemicals on labels and/or in accompanying brochures. If the chemical mix being used is questionable, the Texas Department of Agriculture will be requested to check and verify requirements.
5. All equipment used by the Contractor for herbicide application must be inspected and licensed by the Texas Structural Pest Control Service or Texas Department of Agriculture and must comply with all applicable State, Federal and OSHA Regulations. The Contractor shall submit a listing of equipment to be used with the bid proposal as a basis for the City of Mesquite to determine the Contractors ability to perform the work within the time frame specified in Section IV above. A permanent rotating amber caution light will be mounted on top of each piece of equipment that operates from public roads.
6. The Contractor and/or Applicators must be licensed in the categories of "Rights-Of-Way Pest Control" and "Aquatic Plant and Animal Pest Control" through the Texas Structural Pest Control Service or the Texas Department of Agriculture as required by the State of Texas. Copies of the license and a listing of the license numbers shall be mounted on top of each piece of equipment that operates on public roads.
7. The Contractor shall furnish, with the bid proposal, a listing of one (1) supervisor with a minimum of three (3) years' experience, licensed in the rights-of-way category, and two (2) applicators with a minimum of one (1)

years' experience, if possible The Contractor is to furnish a listing with names, emails , telephone numbers and license numbers.

8. The Contractor shall not apply any herbicide when rainfall is forecasted within eight hours of time of applications, during periods of rainfall, immediately following periods of rain fall, or while vegetation retains surface moisture on the surface of plants. The City shall not pay for such services performed during such conditions.

VI. RESPONSIBILITY FOR PROPERTY DAMAGE:

1. The Contractor shall be responsible for any property damage caused by the use of chemicals, vehicles, or their equipment while engaged in this contract. The Contractor shall pay for and maintain in full force during the tenure of this contract the insurance listed on next page. The City of Mesquite shall be provided certified proof that such insurance is in force prior to the contract work date and will continue in force for the length of the contract.

VII. NOTICE TO BIDDERS:

1. All bidders are expected to inspect each of the areas to be chemically treated so as to familiarize themselves with all aspects of the work, prior to submitting their bids.
2. All herbicides shall be mixed and applied in strict accordance with the manufacturer's E.P.A. registered label. The applicator shall have a valid commercial applicators license and be familiar with the Pesticides General Permit. The City operates under the PGP Level IACertification
3. Failure to comply with these specifications shall be grounds for the City of Mesquite to suspend and/or terminate the contract.

VIII. CONTRACT PERIOD

1. This contract covers the period of work defined in Paragraph IV above for calendar year 2025.
2. Contractor (successful bidder) shall have the option to renew this contract under the same terms and at the bid price set forth herein for the years 2025 and 2026. This option shall not be available if the City of Mesquite is for any reason not satisfied with any aspect of the Contractor's performance in 2025.

2025 DRAINAGE CHANNEL VEGETATION MANAGEMENT AREA

Item No.	Drainage Area Name	L.F./Avg. Width	Acreage	Location
1	Americana	4,200' x 72'	6.94	800 Block of Americana, southeast to 303 Meadowcreek, fence to fence.
2	Blackwood	936' x 60'	1.29	2300 Baker St., southeast crossing Eastbrook Dr. approx. 120 ft. to apartment complex fence.
3	Beasley	1,773' x 40' and 348' x 40'	3.74	4100 N. Galloway start at footbridge behind school to Via del Norte. Start at back of eye care on Town East to 412 Plantation.
4	Bruton*	1,361' x 49'	1.53	1403 Majors, southeast to Bruton Rd.
5	Buckner Plumbing	960' x 3'	0.07	2900 Live Oak, southeast to Hwy. 67 (I-30) Access Rd.
6	Chamber of Commerce	757' x 40'	0.70	400 Kearney, north to City Hall parking lot.
7	Main/Davis	104' x 10', 143' x 15', 760' x 15', 671' x 18'	0.61	Bar ditches along north side of Chicken Express and vacant building at Lindo. South side Davis at Lindo to shopping center.
8	County Open Space	1,636' x 6'	0.22	Behind alley of Garden Trail to Samuell Park dead end of Planters Rd.
9	East Meadows	465' x 64'	0.68	Range School Park west to East Meadows R.O.W. fence to fence.
10	Evans	660' x 83'	1.26	North from Evans Community Center to fence.
11	Flamingo	2,685' x 66 and 70' x 45'	4.14	3800 Bahamas to Anthony Street and west from 3916 Flamingo Way behind Flamingo Alley to existing concrete channel. <u>DO NOT</u> SPRAY BETWEEN 3824 TO 3916 Flamingo Way.
12	Gross at Kearney	1,260' x 3' and 345' x 5'	0.13	Behind 808 Grubb, southwest to Gross Rd. and also west of Gross Rd. to tree line.

Item No.	Drainage Area Name	L.F./Avg. Width	Acreage	Location
13	Highway 352	181' x 130'	0.54	Hwy. 352 to tree line parallel to Winding Creek.
14	Hodges	1,722' x 36'	1.42	Bruton Rd. Bridge southeast across Beltline approx. 100 yds.
15	Holley/Kedy*	599' x 20'	0.30	400 Newsom Rd. north to football stadium property.
16	Hula/Wise*	1,564' x 43'	1.54	Byrd Street to Palm Dr.
17	McKenzie	2,730' x 68'	4.30	End of Pavestone Channel to Town East Blvd and behind Kensington Alley to Fair Green.
18	McWhorter	3,048' x 12'	0.84	1700 Springlake to Hickory Tree and branch of channel to McWhorter Dr.
19	Moon	7,260' x 6'	1.00	4000 Gus Thomasson to La Prada. Includes area between Alley and Guardrail on west side.
20	Newsom	380' x 28'	0.25	Bluebonnet to Darnell on north R.O.W.
21	Rancho/Lindo	6,000' x 24' and 78' x 33'	3.37	1000 Newsom Rd. south to Bruton Rd. (guardrails included) south of Bruton Rd. to woods.
22	Range	726' x 50'	0.83	Bahamas St. through Range School/Park.
23	Skyline	1,160' x 28', 785' x 56' and 2,360' x 2'	1.85	2600 Whippoorwill Dr. to Peachtree. DO NOT spray north side from Peachtree to 513 Clary.
24	Southwest Drainage	5,048' x 47', 230' x 35', 300' x 40' and 460' x 47'	6.91	2503 Picadilly, south to Liverpool (splits on each side of 2431 Liverpool) two areas south of Liverpool; one area north of Robinhood; west side of 1221 Peachtree to Bruton; east side from apartments to Bruton; west of 1300 Sam Houston including area along alley of Woodleaf. Area south of Scyene.

Item No.	Drainage Area Name	L.F./Avg. Width	Acreage	Location
25	Springlake	1,888' x 30'	1.30	From Bruton Rd, to end of concrete slopes around to 1700 Springlake. Bottoms and concrete slopes only.
26	Swayze	1,229' x 30'	0.85	400 Kearney South to end of improved channel.
27	Tam O'Shanter	1,642' x 2'	0.07	4900 Gus Thomasson to city limit line near Kiamesha St.
28	Beltline at Range	610' x 30'	0.42	Next to 1739 Beltline Rd. to Range. Spray only top 15' both sides of slope.
29	Westover Greenbelt	2,050' x 2'	0.09	Town East Blvd. To South Parkway to Forney Rd. including triangle area between Forney Rd. and 80 service road.
30	Westover Park	2,597' x 53'	3.16	Between North and South Parkway between Hermitage St. and Jeanette Dr. including area between two forks in creek.
31	Westover Extension	2,420' x 53'	2.94	Peachtree Rd. to Jeanette Dr. between South Parkway and Gross Rd. including lateral to Gross Rd.
32	Pioneer	2,400' x 3'	0.16	Pioneer north of Cheshire Creek to concrete channel, then South Creekside.
33	Tripp Road	18' x 98', 28' x 290', 36' x 45', 12' x 120', 18' x 225', 18' x 155'	.44	Only from Galloway west to Hwy. 80.
34	Town East/Motley	1,796' x 56'	2.31	3000 Town East Blvd. to Baker Dr. and side channel to Motley.
35	Skaggs	514' x 27'	0.32	2828 Motley north side of Albertsons store, from Motley Dr. east to brick fence.
36	Town East Blvd.	487' x 62'	0.69	200 block of Town East Blvd. between Berean Church and Dunkin Academy.

Item No.	Drainage Area Name	L.F./Avg. Width	Acreage	Location
37	Scyene/Carmack	932' x 29'	0.62	Behind 103 Carmack between Scyene and Military, south of Military to the area.
38	Travis Williams*	1,429' x 75' and 830' x 40'	3.22	1100 New Market. south of Bridge to rip rap at sidewalk, east of athletic complex from concrete trail channel crossing to concrete lined channel. Also, north of trail crossing to first big cedar. Trail to concrete channel. Rip rap at overflow and main creek.
39	Sam Houston	2,368' x 14' and 600' x 20'	1.04	Sam Houston at southwest drainage, southeast to Bruton Rd. bar ditch.
40	Berry	654' x 50'	0.75	1800 Berry Rd. from concrete lined channel, east to Edwards Church, then south on Edwards Church.
41	Pirrung	1,071' x 12'	0.30	2900 Creek Crossing at Pirrung School/Park extending southeast.
42	Creek Crossing	988' x 12'	0.27	3100 Creek Crossing extended southeast.
43	East Glenn	257' x 157'	0.93	East of Smokey Mountain Trail off East Glenn at the bridge (north and south sides of bridges).
44	Pistol Range	150' x 44'	0.15	Off Lawson behind NTMWD plant. Outfall rock ditch outside fence.
45	Rockne	573' x 6'	0.08	3340 Rockne from corner of cement wall east and south to Hwy. 67 service road.
46	Lucas	1,076' x 72' and 210' x 18'	1.87	2300 Block of Lucas east of bridge to woods and west of bridge to woods; includes area under bridge and concrete flume.

Item No.	Drainage Area Name	L.F./Avg. Width	Acreage	Location
47	Lucas/Scyene	1,827' x 70'	2.94	South side Scyene west through crop field to east side of Lucas then south to concrete slopes.
48	Faulkner Gardens Addition	1,155' x 52' and 360' x 27'	1.60	3800 Block Anthony east from creek to wall around to Hwy. 80 service road and ditch running into main ditch headed east to alley.
49	Los Altos	91' x 72', 188' x 11', 308' x 39', 730' x 15'	0.72	1440 Alta Mesa to Main Channel area south of feeder ditch – unmowed area, 6204 Los Robles to Main Channel; 6401 Los Rios to main channel. Along top edge of main creek from 6132 Los Robles to 1440 Alta Mesa.
50	Anne O. Jones/Proctor Oates Park	258' x 111'	0.66	Proctor Oates Park on Oates 1500 Block, south side of bridge to bend in channel both sides.
51	Via Del Norte	760' x 3'	0.05	Begin at intersection of Via Del Norte and Green Canyon north to end of concrete channel.
52	O'Hare	20' x 32'	0.01	500 Block of Green Canyon South approx. 20' past barricade.
53	Barnes Bridge	231' x 28' and 510' x 32'	0.52	800 Block Barnes Bridge north side R.O.W. to alley, south side of R.O.W. to Via Del Norte.
54	Lawrence	419' x 4'	0.04	Lawrence School/Park 3300 Rockne. Concrete channel from Rockne to alley.
55	Westlake Park Entry	984' x 107' and 691' x 15'	2.66	800 Block of Gross Rd. west thru park to woods beyond Tennis Center.

Item No.	Drainage Area Name	L.F./Avg. Width	Acreage	Location
56	Rodeo	2,468' x 6'	0.33	2001 Allegheny in alley to end of drainage channel south. Treat around utility poles and concrete flumes.
57	Peachtree Road	1,467' x 12'	0.40	1200 Block of Peachtree at Potter along east R.O.W. north bound to Timberview and south bound to first house Note: Do not spray ditches where being maintained.
58	Paschall	813' x 37', 484' x 35', 334' x 10', 388' x 12', 157' x 8', 396' x 12', 1,104' x 36' and 593' x 10'	2.45	Paschall Park 800 Block New Market from bridge to cross over walk. Do not spray ditches where being maintained.
59	Cartwright	62' x 12'	0.02	South side from Staple Dr. approx. 120' east.
60	Eulane	1,110' x 8' and 320' x 16'	0.32	Easterly side of Eulane from Mesquite Valley to end of ditch past water storage facility. Westerly side of Eulane from alley behind 1400 Block of Rutherford south to end of ditch.
61	East Glenn Channel	2,604' x 5'	0.30	1400 Block of East Glenn south side, east of old day care (<i>formerly Beary Best Academy</i>). Treat both sides of channel to Newsom Rd. along chain- link fence from alley to East Glenn. Treat from East Glenn to 1800 Block of Smokey Mountain and as much as possible behind properties in 1800 Block. This area is on north side of East Glenn. Treat 300 Block of Chattanooga to end of channel.
62	Town East Park		2.17	Spray main channel from S. side of Town East Blvd. thru park to bridge at Gus Thomasson.

Item No.	Drainage Area Name	L.F./Avg. Width	Acreage	Location
63	Edwards Church	150' x 230', 225' x 36'	0.98	North of Cartwright on Edwards Church, west and east of the bridge.
64	City Lake	542' x 36' and 82' x 25'	0.49	Located between Holley St. and Parkview. Spray channel between ballfield and swimming pool around to woods. Also, area between Fire Dept. Training Facility and church on Holley St.
65	Tripp at Beltline	40' x 372', 50' x 1212'	1.73	Tripp to Beltline at bridge, 303 Meadowcreek to Tripp.
66	Austin	215' x 14'	0.07	Located in Austin School/Park 300 Block of Americana. Spray from headwall on northeast side of park to woods.
67	Rosewood at I-30	196' x 20'	0.09	End of 2500 Block of Rosewood at dead end to service road of 635.
68	Oates at Galloway	219' x 10'	0.05	East of Mobil Station to 2200 Block of Oates at service road.
69	Berry Concrete Channel	2,231' x 8' and 1,623' x 2'	0.48	1800 Berry Rd. west past Lucas to crosswalk bridge in Pirrung School/Park.
70	Valley Creek	1,600' x 47'	1.73	Located east side of Valley Creek Park off Pioneer. Treat from end of concrete channel at 1000 Block of Creekside to Main Channel south of park. Gabions to the north of Pioneer.
71	Bruton at Paula	200' x 80'	0.36	700 Block of Bruton. Spray north side of bridge at creek back to alley of Paula Ln.
72	Franklin at Edinburg	443' x 20'	0.20	2450 Block of Franklin across street from Abilene St. Spray from west R.O.W. of Franklin to east R.O.W. of Edinburg.
73	Americana Extension	468' x 8'	0.09	Spray 2935 Galloway (Goodyear store) to Poteet. Spot spray in concrete channel.

Item No.	Drainage Area Name	L.F./Avg. Width	Acreage	Location
74	Heatherdale	590' x 3' and 71' x 20'	0.07	600 Block of Tripp, north behind homes on Heatherdale. Spray past Meadowcreek to main channel.
75	Lawson Road	750' x 160'	2.75	4500 Block of Lawson at Bridge east and west to woods.
76	Valley Creek Ponds		1.50	Located on park site of Valley Creek at 2482 Pioneer Rd. Call Prior to spraying.
77	Liverpool	2,130' x 4'	0.20	From Sam Houston to Tree Farm Entrance Gate.
78	Gus Thomasson at Town East Park	832' x 140' and 207' x 85'	3.10	From Bridge on Gus Thomasson at 2900 Block east to channel intersection then south to Towne Centre.
79	Galloway at Barnes Bridge	125' x 15'	0.04	South Side of Barnes Bridge at Galloway running south in front of Meadowview Baptist Church.
80	I-20 at Lumley Road	80' x 70'	0.13	Lumley Rd. at north service road to I-20.
81	Ollie's Bargain Outlet	1,360' x 3' and 597' x 30'	0.51	South of Town East to North Mesquite Dr. at bridge. Both sides of channel and strip along concrete wall. Trim spray chain link fence.
82	Gross Road at 635	132' x 30', 53' x 20' and 392' x 17'	0.27	East side 635 north bound exit ramp, east side 635 north bound on ramp. West side 635 south bound exit ramp.
83	Avis	730' x 20'	0.34	From Barricade at end of Dean St. north. Parallel to Avis St. to Woods.
84	Skyline Concrete Channel	1,728' x 57'	2.26	From Peachtree east to Concrete Batch Plant Dr.
85	McKenzie Antenna/Tower	320' x 415'	3.05	Elevated tank site

Item No.	Drainage Area Name	L.F./Avg. Width	Acreage	Location
86	Oates/Galloway/635	435' x 42', 745' x 40', 515' x 35', 55' x 27' and 20' x 20'	1.86	Eastside 635 north bound on ramp. East side 635 north bound between car dealership (<i>formerly Big Billy Barrett</i>) and Oates Dr. west side 635 south bound between Oates and Galloway. West side 635 south bound between Galloway and Club Estates.
87	Peachtree at Plucker's	140' x 140''	1.05	West side between Stateside Pies and parking lot top bank to top bank. Stop at concrete overflow.
88	Travis Williams Ditch	975' x 15'	0.34	Entrance to Travis Williams off New Market east parallel to road to trail walk.
89	Hickory Creek	5150' x 50'	5.91	South side of Bruton across the street from Haney Street to north side of Lake June Rd. in Balch Springs
90	80 at 635	800' x 10'	.18	80 north side from west bound on ramp at Galloway to Tripp.
		250' x 6'	.03	80 north side at 635 by west bound service road.
		280' x 12'	.08	80 north side west of 635 between service road and 80.
		140' x 5'	.02	80 north side west of 635 from 635 to end of ditch.
		600' x 6'	.08	80 north side west of 635 Main Creek from bridge at service road to bridge on south side of 80 (concrete lined).
		190' x 3'	.01	80 north side west of concrete channel to culvert.
		195' x 4'	.02	80 north side east and west of G.T. Bridge along service road.

Item No.	Drainage Area Name	L.F./Avg. Width	Acreage	Location
		160' x 12'	.04	80 south side at Gross west side ramp.
		220' x 4'	.02	80 south side between service road and 635 south bound service road from 80.
		115' x 10'	.03	80 south side between service road south bound off 80 and 635.
		380' x 2'	.02	80 south side east of 635 along service road by Wisdom Paint and Body.
		100' x 2'	.01	80 south bound at east bound on ramp.
91	635 between 80 and 30	245' x 12'	.07	635 east side south of Town Centre culvert at service road.
		30' x 15', 1226' x 2'	.07	635 east side north of on ramp at Town East to west bound ramp 30.
		20' x 2'	.01	635 and 30 east bound ramp-culvert.
		650' x 6'	.09	635 east side from 30 service road north bound.
		1866' x 4'	.17	635 west side south of Galloway between service road and Hwy.
		680' x 12'	.19	635 west side at east bound 30 ramp to 635 and around to 30.
		40' x 30'	.03	635 at Town East exit south bound.
		70' x 10'	.02	635 west side south of Town Centre.
		1012' x 6'	.14	635 west side of BBQ Tavern to 80 service road.
92	30 at 635	300' x 2'	.01	30 south side east of 635 between service road and east bound on ramp.
		125' x 5'	.01	30 north side west of Galloway.
		280' x 25'	.02	30 north side between service road/30 west of 635.
		1000' x 3'	.07	30 north side service road. Ashwood to Self-Storage.
		40' x 40'	.04	30 S. side west of 635 by Celebration Station.

Item No.	Drainage Area Name	L.F./Avg. Width	Acreage	Location
92	30 at 635	120' x 7', 300' x 7'	.07	30 south side west of 635 between 30 and service road.
		163' x 5'	.02	30 ramp south bound to 635.
		80' x 10', 20' x 30'	.03	30 south service road at Celebration Station at 635/ramp.
		TOTAL ACREAGE	112.88	

*Note: Channel acreage subject to change due to proposed construction.

BID SHEET

Unit Price = \$_____ per acre

Total Amount of Base Bid: \$_____
 (Unit Price x 112.88 acres x 2.0 average spraying)
 _____ Dollars _____ Cents
 Written Amount

Indicate one of the following types of ownership (circle one).

Corporation Sole Proprietorship Partnership

EMPLOYEE LISTING (For This Contract)

TITLE	NAME	EMAIL	PHONE	SPCB LICENSE #	YEARS EXPERIENCE
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

List of equipment available to be utilized on subject contract:

YEAR	MODEL	MAKE
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Five (5) **Work** References (Include: Names, Addresses, Phone No's., Dates and Work Description)

Name	_____
Title	_____
Address	_____
Phone	_____
Services provided to reference	_____
Years of service provided to reference	_____

Name	
Title	
Address	
Phone	
Services provided to reference	
Years of service provided to reference	

Name	
Title	
Address	
Phone	
Services provided to reference	
Years of service provided to reference	

Name	
Title	
Address	
Phone	
Services provided to reference	
Years of service provided to reference	

Name	
Title	
Address	
Phone	
Services provided to reference	
Years of service provided to reference	

PROPOSAL

Pursuant to the Advertisement for Bids, General Provisions and Requirements and the Plans and Specifications (hereinafter collectively referred to as the "Specifications"), the undersigned Bidder hereby proposes to do all the work and furnish all necessary superintendence, labor, machinery, equipment, tools and materials, and to complete all the work, upon which he bids, as provided by the Specifications and binds himself, on acceptance of the proposal to execute a contract and provide required insurance certificates, according to the City of Mesquite standard forms, for performing and completing the said work within the required time and furnish all guarantees for the price stated in the following Schedule of Bid Items for the following project:

ANNUAL DRAINAGE CHANNEL **VEGETATION MANAGEMENT**

It is understood that the quantities of work shown in the schedule of bid items and work to be performed are approximate only and are subject to increase or decrease and the undersigned bidder offers to do the work at the unit price as stated in the schedule of bid items.

The undersigned further agrees that the unit prices quoted include all items of work required as necessary for the accomplishment of the projected work and these items include all work indicated on the Plans and Specifications for which no specific pay items have been established.

The undersigned Bidder hereby declares that he visited the site of work and has carefully examined the Contract Documents pertaining to the work covered by the above bid, and he further agrees to commence **work within (10) days after date of written notice to do so** and to substantially complete the work on which he has bid within (10) working days for a single application **112.88** on all areas indicated. All work to be performed during a standard work week (**Monday through Friday**). Contractor must be capable of spraying 10 acres of specified areas within one (1) working day.

Enclosed with this proposal is a Certified Check (5% of Bid) for \$ _____) Dollars
or a Bid Bond in the sum of \$ _____) 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 supply the required insurance (Worker's Compensation and Liability) for the Owner within ten (10) days after the date said proposal is accepted, otherwise said check or bond shall be returned to the undersigned upon request.

Contractor acknowledges receipt of the following addenda: (List)

I understand the above conditions fully.

SEAL (If Bidder is a Corporation)

Firm Name

Signature _____

Name and Title (Print or Type)

Address

City and Zip Code

Telephone (Include Area Code)

Email Address

GENERAL PROVISIONS

General Provisions can be obtained through the City of Mesquite's Purchasing Office located at 1515 N. Galloway Avenue or by linking to the City of Mesquite's Web site www.cityofmesquite.com - Department Information – Purchasing Division. For additional information, contact the Purchasing Office at 972-216-6201.

BID BOND

Bidders shall submit a Cashier's or Certified Check or a Bid Bond from a reliable surety company in the amount of five percent (5%) of bid. If a Bid Bond is submitted, the forms provided herein must be complete and signed by a surety licensed to do business in Texas. Bid security should be enclosed in the same envelope with the bid. Bids without the required bid security are subject to disqualification.

The required bid security shall serve as a guarantee that the successful bidder will enter into a contract and execute any additional bond and guarantee forms provided within ten (10) days after notice of award of contract. If no additional bonds are required, said bid security shall serve as a guarantee that the successful bidder will deliver all material, equipment and/or services in accordance with the bid and specifications.

Such security financially protects the City against a bidder's failure to do any of the above and is subject to forfeiture as liquidated damages if the successful bidder fails or refuses to enter into the contract for any of the following reasons: 1) The successful bidder fails to provide insurance as required in the contract documents within five (5) business days of notification that bidder is the apparent low bidder. 2) The successful bidder fails, within ten (10) calendar days from award of the bid by the Mesquite City Council, to submit properly executed performance and payment bonds as required by the Contract. If no performance and payment bonds are required, such security is subject to forfeiture as liquidated damages if the successful bidder fails or refuses to deliver all materials, equipment and /or services in accordance with the bid and specifications.

If applicable, the city shall retain the bid security submitted by the two next lowest bidders until the successful bidder executes the contract and bonds and provides all insurance as required herein. If no additional bonds are required, the bid security will be retained until delivery of all materials, equipment and / or services in accordance with the bid and specifications. If either of the next two low bidders becomes the low bidder, that bidder shall be subject to the forfeiture provisions stated above. Bid security submitted by all other bidders shall be returned as soon as practicable after the bid opening.

TERMINATION FOR DEFAULT

The City of Mesquite reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. City of Mesquite reserves the right to terminate the contract immediately in the event the successful bidder fails to:

- *Meet delivery or completion schedules*
- *Otherwise perform in accordance with the accepted proposal*

Breach of contract or default authorizes the City to award to another bidder, purchase elsewhere, and charge the full increase in cost to the defaulting bidder.

BID BOND

Bond No.: _____
(By Surety)

STATE OF TEXAS §

§ **KNOW ALL MEN BY THESE**
PRESENTS: COUNTY OF DALLAS §

THAT _____, of the City of _____,

_____ County, State of Texas (hereinafter referred to as "Principal"), and

_____,
authorized under the laws of the State of Texas to act as Surety on bonds for principals (hereinafter referred to as "Surety") are held and firmly bound unto the City of Mesquite (hereinafter referred to as "City") in the penal sum of \$ _____ (an amount equal to 5% of the approximate total amount of the bid or if the bid is based upon alternates and/or addenda, at least 5% of the greatest amount bid by the bidder or Principal herein as evidenced in the Bid Proposal) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents;

WHEREAS the Principal has submitted on or about this date, a bid proposal offering to perform the following: **ANNUAL DRAINAGE CHANNEL MANAGEMENT (SPAYING) CITY CONTRACT NO. 2025-075** in accordance with the specifications and terms and conditions related thereto, to which reference is hereby made;

NOW, THEREFORE, the condition of this obligation is such that if the said Principal's offer as stated in the bid proposal is accepted by the City, and the said Principal executes and returns to the City the number of original counterparts of the contract required by the City, on the forms provided by the City, for the materials, equipment and/or services described herein and also executes and returns the same number of Performance, Payment and Maintenance Bonds, if required, on the forms provided by the City, within the time provided in the specifications, then this obligation is null and void, otherwise, it is to remain in full force and effect;

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument on this _____ day of _____, 2025.

PRINCIPAL:

SURETY:

Signature

Signature:

Typed or Printed Name

Typed or Printed Name

Title:_____

Title:_____

Company:_____

Company:_____

Address:_____

Address:_____

SURETY'S DALLAS COUNTY REGISTERED AGENT FOR SERVICE (REQUIRED):

Type or Printed Name

Street Address (P.O. Box is not acceptable)

City, State, and Zip Code

Dallas County Telephone No.

APPROVED AS TO FORM:

CITY OF MESQUITE

City Attorney or Designee ATTEST:

City Secretary

ACKNOWLEDGMENT BY CONTRACTOR

STATE OF TEXAS
COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this day personally appeared (name) _____ known to me to be the person whose name is subscribed to the foregoing document and known to me to be (title) _____ of _____ a Corporation/Company and acknowledged to me that he executed said instrument for the purposes and considerations expressed and as the Act of said Corporation/Company

GIVEN under my hand and official Seal this _____ day of _____, 2025.

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

SUBCONTRACTOR ACKNOWLEDGEMENT

Streets Division
PHONE: 972-216-6927
City of Mesquite
P.O. Box 850137
Mesquite, Texas 75185-0137

Name of Authorizing Contractor: _____

Name of Subcontractor: _____

Address: _____

City: _____

Phone: _____

How many years of experience do you have in the trade that you are being hired for? _____

Have you or your company previously performed work under a time and material contract? _____

I, _____, acknowledge that I am legally and technically qualified to perform the duties of the job that I have accepted to perform on behalf of the Contractor. I also confirm that I am committed to perform all duties completely and accurately in a manner that will render the services required for this job.

SUBCONTRACTOR SIGNATURE

DATE

SPECIAL CONDITIONS

The undersigned hereby certifies that he understands all the above specifications, has read them carefully and will deliver and furnish all merchandise and services as specified above in this bid.

DELIVERY

The delivery date shall be one of the determining factors in selecting the best bid for the City. _____ calendar days/complete work in full, after receipt of order.

Contact information for checking status of orders and delivery:

Contact Name: _____ Telephone: _____

Title: _____ Fax: _____

TERMS

Payment terms are NET 30 unless otherwise specified. Prompt payment discounts will be used by the City in determining the lowest responsible bidder.

_____ % discount if paid within _____ calendar days from delivery and acceptance of goods or completion of service.

Firm Name Submitting Bid

Print/Type Name of Authorized Representative

Title of Authorized Representative

Signature of Authorized Representative

Date

Address City, State, Zip

Telephone Number

Telefax Number

Email Address

NOTICE

The following blank spaces in the contract are NOT to be filled in by the Respondent at the time of submitting his response. The contract form is submitted at this time to familiarize the Respondent with the form of contract, which the successful Respondent will be required to execute.

CONTRACT FOR GOODS AND SERVICES

THIS CONTRACT is made and entered into this the ____ day of _____, 20__ by and between the **CITY OF MESQUITE**, a Texas municipal corporation located in Dallas County, Texas, (hereinafter called CITY), acting through its duly authorized City Manager, _____, Cliff Keheley, and _____, a Texas corporation, located at _____, (hereinafter called COMPANY), acting by and through its duly authorized agent.

WITNESSETH: That for and in consideration of the mutual covenants hereinafter set forth, the CITY and COMPANY agree as follows:

I. DESCRIPTION OF GOODS AND/OR SERVICE

The CITY agrees to purchase and the COMPANY agrees to provide all of the goods and/or services as specified in the contract documents, such goods and/or services generally described as follows:

ANNUAL DRAINAGE CHANNEL MANAGEMENT (SPAYING) CONTRACT CITY CONTRACT NO. 2025-075

for the bid sum of ____ **00/100 DOLLARS (\$0)** to be paid upon completion of service and/or acceptance of goods, in current funds at the unit or total prices, at COMPANY'S own proper cost and expense, including all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, bonds and other accessories and services necessary to complete delivery of same, in accordance with the contract documents, hereinafter defined, and subject to such additions and deductions as provided therein.

II. CONTRACT DOCUMENTS

The contract documents shall consist of this written agreement and the bid proposal including special and general provisions, advertisement for bid, instruction to bidders, COMPANY's bid, all addenda issued prior to award of contract, all plans, drawings, technical specifications and all other documents identified as pertaining to this Contract all of which are incorporated into and made a part of this Contract. In interpreting this Contract and resolving any ambiguities, the main body of this Contract will take precedence over the other contract documents. The contract documents constitute the entire agreement between the CITY and COMPANY, and all are as fully a part of the Contract as if attached to and repeated in this agreement. The contract documents may be altered, amended or modified only as provided herein.

III. PURCHASE/WORK ORDER

The goods and/or services to be provided under this Contract shall be commenced by COMPANY upon final execution of this Contract and on a date to be specified in a written "Purchase Order" or "Work Order" (whichever applicable), in accordance with the contract documents. Time is of the essence for this Contract.

IV. MODIFICATION AND ASSIGNMENT

This Contract may not be altered, modified or amended except in writing properly executed by the parties and may not be assigned to a third party.

V. TERM

The term of this Contract commences on ____ 20__ and terminates on ____ 20__ (the "Term"). CITY may, at its sole discretion and subject to the annual appropriation of sufficient funds, renew this Contract for four (4) additional one year Terms.

VI. TERMINATION

Unless otherwise provided in the contract documents, CITY may terminate this Contract at any time without cause with thirty (30) days written notice. Additionally, CITY shall have the right to cancel this Contract if COMPANY fails to provide the goods and/or services in accordance with the contract documents after giving seven (7) days prior written notice. Irrespective of which party shall effect termination or the cause therefor, CITY shall within thirty (30) days of termination compensate COMPANY for any delivery of goods and/or services made up to the time of termination. No amount shall be due for lost or anticipated profits.

VII. GOVERNING LAW AND VENUE

The parties agree that the laws of the State of Texas shall apply to and govern this Contract and venue for any legal proceeding shall be in Dallas County, Texas.

VIII. INDEPENDENT CONTRACTOR/INDEMNITY

IT IS AGREED FOR ALL PURPOSES HEREUNDER, THE COMPANY IS AND SHALL BE AN INDEPENDENT CONTRACTOR AND SHALL NOT, WITH RESPECT TO THEIR ACTS OR OMISSIONS, BE DEEMED AN AGENT OR EMPLOYEE OF CITY.

COMPANY AGREES TO INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES, FROM AND AGAINST LIABILITY FOR ANY CLAIMS, LIENS, SUITS, DEMANDS, AND ACTIONS FOR DAMAGES, INJURIES TO PERSONS (INCLUDING DEATH), PROPERTY DAMAGE (INCLUDING LOSS OF USE), AND EXPENSES, INCLUDING COURT COSTS AND ATTORNEY'S FEES AND OTHER REASONABLE COSTS AND EXPENSES ARISING OUT OF OR RESULTING FROM COMPANY'S GOODS AND/OR SERVICES PROVIDED IN CONNECTION WITH OR INCIDENTAL TO THIS CONTRACT AND FROM ANY LIABILITY ARISING OUT OF, OR RESULTING FROM, THE INTENTIONAL ACTS OR NEGLIGENCE, INCLUDING ALL SUCH CAUSES OF ACTION BASED UPON COMMON, CONSTITUTIONAL, OR STATUTORY LAW, OR BASED IN WHOLE OR IN PART UPON THE NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OF COMPANY, INCLUDING BUT NOT LIMITED TO ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES, AND OTHER PERSONS WHETHER OR NOT ARISING OUT OF OR CAUSED, IN WHOLE OR IN PART, BY THE ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS OF THE OFFICERS, EMPLOYEES, OR AGENTS OF THE CITY.

COMPANY FURTHER AGREES THAT IT SHALL AT ALL TIMES EXERCISE REASONABLE PRECAUTIONS ON BEHALF OF, AND BE SOLELY RESPONSIBLE FOR, THE SAFETY OF ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSES, INVITEES AND OTHER PERSONS, AS WELL AS THEIR PROPERTY, WHILE ENGAGED IN THE DELIVERY OF SUCH GOODS AND/OR SERVICES PURSUANT TO THIS CONTRACT OR WHILE ON CITY'S PREMISES WHERE THE SERVICES ARE BEING PROVIDED. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT CITY SHALL NOT BE LIABLE OR RESPONSIBLE FOR THE NEGLIGENCE OF COMPANY, INCLUDING BUT NOT LIMITED TO ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES, AND OTHER PERSONS.

FURTHER, CITY ASSUMES NO RESPONSIBILITY OR LIABILITY FOR HARM, INJURY, OR ANY DAMAGING EVENTS WHICH ARE DIRECTLY OR INDIRECTLY ATTRIBUTABLE TO PREMISE DEFECTS, REAL OR ALLEGED, IN THE VICINITY WHERE SUCH GOODS AND/OR SERVICES ARE TO BE DELIVERED BY COMPANY, WHICH MAY NOW EXIST OR WHICH MAY HEREAFTER ARISE UPON THE PREMISES, RESPONSIBILITY FOR ANY AND ALL SUCH DEFECTS BEING EXPRESSLY ASSUMED BY COMPANY. COMPANY UNDERSTANDS AND AGREES THAT THIS INDEMNITY PROVISION SHALL APPLY TO ANY AND ALL CLAIMS, SUITS, DEMANDS, AND ACTIONS BASED UPON OR ARISING FROM ANY SUCH PREMISE DEFECTS OR CONDITIONS, INCLUDING BUT NOT LIMITED TO ANY SUCH CLAIM ASSERTED BY OR ON BEHALF OF COMPANY, INCLUDING BUT NOT LIMITED TO ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES, AND OTHER PERSONS.

IT IS FURTHER AGREED WITH RESPECT TO THE ABOVE INDEMNITY, THAT CITY AND COMPANY WILL PROVIDE THE OTHER PROMPT AND TIMELY NOTICE OF ANY EVENT COVERED WHICH IN ANY WAY, DIRECTLY OR INDIRECTLY, CONTINGENTLY OR OTHERWISE, AFFECTS OR MIGHT AFFECT THE COMPANY OR CITY, AND CITY SHALL HAVE THE RIGHT TO COMPROMISE AND DEFEND THE SAME TO THE EXTENT OF ITS OWN INTERESTS.

VIX. INSURANCE

COMPANY shall provide and maintain, for the term hereof, all such insurance as set forth in the contract documents and it is the responsibility of COMPANY to provide CITY with a Certificate of Insurance, evidencing compliance at the time of execution hereof.

X. DISCRIMINATION REGULATIONS

COMPANY, in the execution of this Contract and particularly in the employment practices engaged in, agrees that it will not discriminate on the basis of race, color, religion, national origin, sex, age, handicap, or disability.

XI. NOTIFICATION

All notices and communications required herein shall be personally delivered or mailed to the other party by United States certified mail, return receipt requested. Unless otherwise changed in writing by the respective party, notice intended for COMPANY shall be sent to the COMPANY's address as shown on COMPANY's Proposal; notice intended for CITY shall be sent to CITY at the following address: **CITY OF MESQUITE, C/O PURCHASING MANAGER, 1515 NORTH GALLOWAY AVENUE, MESQUITE, TEXAS 75149**. Mailed notices shall be deemed to have been received three (3) days after mailing.

XII. COMPLIANCE WITH APPLICABLE LAWS

COMPANY shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations including all amendments and revisions thereto, which in any manner affect COMPANY or the services and/or items to be provided, specifically and not limited to any ethics laws. In particular, COMPANY is put on notice that CITY will require compliance with Chapter 176 of the Texas Local Government Code (hereinafter referred to as "Chapter 176") requiring any person who contracts or seeks to contract with CITY to disclose potential conflicts of interest as defined in Chapter 176 by completing the attached Conflict of Interest Questionnaire and returning same to CITY in accordance with Chapter 176. Additionally, Section 2252.908 of the Texas Government Code was enacted in 2015, by the Texas Legislature pursuant to HB 1295, which provides that a governmental entity may not enter into certain contracts with a business entity on or after January 1, 2016, unless the business entity submits a disclosure of interested parties (Form 1295) to the governmental entity at the time the business entity submits the signed contract to the governmental entity. Further information regarding the disclosure of interested parties law and instructions on filing Form 1295 can be found at the Texas Ethics Commission web site at the following web address:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Failure to comply with any applicable laws, including Chapter 176, may result in: (i) the forfeiture by COMPANY of all benefits of this Contract; (ii) the retainage by CITY of all services performed by COMPANY; and (iii) the recovery by CITY of all consideration, or the value of all consideration, paid to COMPANY pursuant to this Contract.

XIII. MISCELLANEOUS

Pursuant to Section 2270.002, Texas Government Code, the COMPANY hereby (i) represents that it does not boycott Israel, and (ii) subject to or as otherwise required by applicable federal law, including without limitation 50 U.S.C. Section 4607, agrees it will not boycott Israel during the term of the Agreement. As used in the immediately preceding sentence, "boycott Israel" shall have the meaning given such term in Section 2270.001, Texas Government Code.

COMPANY further represents that (i) it does not engage in business with Iran, Sudan or any foreign terrorist organization and (ii) it is not listed by the Texas Comptroller under Section 2252.153, Texas Government Code, as a company known to have contracts with or provide supplies or services to a foreign terrorist organization. As used in the immediately preceding sentence, "foreign terrorist organization" shall have the meaning given such term in Section 2252.151, Texas Government Code.

XII. SEVERABILITY

If any part of this Contract shall be stricken for any reason whatsoever or found to be invalid or unenforceable, that part will be severed and the remainder of this CONTRACT will continue in full force and effect.

XIII. SURVIVAL

Any liabilities or obligations of a Party for acts or omissions prior to the cancellation or termination of this Contract, and any other provisions of this Contract which, by their terms, are contemplated to survive (or to be performed after) termination of this Contract, shall survive cancellation or termination thereof.

XIV. AUTHORITY TO SIGN

The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this contract on behalf of the parties hereto.

IN WITNESS WHEREOF, CITY and COMPANY have executed this Contract in three (3) counterparts, each of which shall be deemed an original, the day and year first written above.

**CITY OF MESQUITE
(CITY)**

(CONTRACTOR)

By: _____
Cliff Keheley
City Manager

By: _____
(signature)

TYPED NAME: _____

TITLE: _____

ATTEST:

ATTEST:

By: _____
Sonja Land, City Secretary

APPROVED AS TO FORM:
David L. Paschall, City Attorney

By: _____
Assistant City Attorney

**CITY OF MESQUITE
CONTRACT STATEMENT**

RFB No. 2025-075
Annual Drainage Channel Management (Spaying) Contract

NOTICE

The following **RFB #2025-075** **CONTRACT boilerplate** illustrates the standard contract form the CITY uses to contract for **Annual Drainage Channel Management (Spaying) Contract** services. It contains the provisions, terms, and indemnification the CITY will require.

Please review the document and indicate your acceptance or indicate any concerns or exceptions below.

_____ I accept the proposed Contract language.

_____ I have the following concerns or exceptions to the terms:

[illegible]

Signature

Date _____

TO THE VENDOR

DID YOU REMEMBER TO:

- *Abide by the General and Special Conditions*
- *Make note of the opening date and time. All bids must be submitted by 2:00 p.m. Bids received after 2:00 p.m. will not be accepted.*
- *Fill in the **unit and extended price** on your bid proposal.*
- *Fill in the **total amount**.*
- *Fill in the terms, if requested.*
- *Acknowledge receipt of all addendums.*
- *Fill in the **delivery time** or the **calendar days** (if applicable).*
- *Fill in the **company name, address, and phone number**.*
- ***Sign bid proposal.***
- *Include on the front of your sealed envelope the following information: **Company name, address, bid number, opening date and time.***

Mailing Address:

City of Mesquite
P.O. Box 850137
Mesquite, TX 75185-0137

Purchasing Office
972-216-6201
purchasing@cityofmesquite.com

Physical Address:

City of Mesquite
757 N. Galloway
Mesquite, TX 75149

If the procedures are not followed, your bid could be disqualified.

Thank you

Ryan Williams
Manager of Purchasing