



INVITATION TO BID (ITB) NO. 2017-027

CLOSING DATE AND TIME: JANUARY 26, 2017 - 2:00 P.M.

**ANNUAL LANDSCAPE MAINTENANCE OF THE CREEK CROSSING AREA MEDIANS,
RIGHTS-OF-WAY AND LANDSCAPE AREAS AND MESQUITE METRO AIRPORT**

BIDS SHALL BE SUBMITTED ON THIS FORM

The City of Mesquite, Texas, invites, mailed or hand delivered bids from all qualified vendors desiring to bid on Annual Landscape Maintenance of the Creek Crossing Area Medians, Rights-of-Way and Landscape Areas and Mesquite Metro Airport, complying with the following specifications as listed herein.

A pre-bid conference will be held at 10:00 a.m. on Wednesday, January 18, 2017 in the **Fire Administration Conference Room** located at 1515 N. Galloway Avenue, Mesquite, Texas 75149. Although it is not required, prospective bidders are encouraged to attend this conference.

Address bids to Ryan Williams, Manager of Purchasing, City of Mesquite, P.O. Box 850137, Mesquite, Texas 75185-0137. Mark envelope in lower left corner "ITB NO. 2017-027; Annual Landscape Maintenance of the Creek Crossing Area Medians, Rights-of-Way and Landscape Areas and Mesquite Metro Airport," so the bids will not be opened until the appointed hour. Bids may also be submitted by courier or hand delivered **in a sealed envelope** to Ryan Williams, Manager of Purchasing, City of Mesquite, 1515 N. Galloway Avenue, Mesquite, Texas 75149. Bids submitted must be received before bid closing on Thursday, January 26, 2017 at 2:00 p.m.

GENERAL CLAUSES AND CONDITIONS

1. If you have questions regarding the preparation of your bid, you may contact Ryan Williams, Manager of Purchasing, City of Mesquite, telephone 972-216-6201 or email at: purchasing@cityofmesquite.com.
2. If you do not intend to bid on this project, please complete the bottom portion of the bid sheet, mark bid sheet "NO BID" and return form to the Purchasing Department. Your assistance in this matter is greatly appreciated.
3. **Protection of Resident Workers:** The City of Mesquite actively supports the Immigration and Nationality Act (INA), which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Contractor shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment.
4. **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.

5. Bidders desiring a copy of the bid tabulation sheet may request same by enclosing a self-addressed stamped envelope with bid. BID RESULTS WILL NOT BE GIVEN BY TELEPHONE OR EMAIL. If you have any questions, please contact the City of Mesquite Purchasing Department at 972-216-6201. Or, check our Web site at www.cityofmesquite.com 24-48 hours after bid opening for a bid tabulation.
6. Bids must be **received in duplicate**, on this form, prior to the closing date and time to be considered. 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 ITB. 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.
7. 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.
8. A completed W-9 form will be required within five (5) business days by the apparent low bidder once notification has been received.
9. In submitting an offer, respondent 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.
10. The attached Non-Exclusion Affidavit for General Contractors form shall be signed, notarized and submitted with bid.
11. All bids must be signed by an authorized representative of the company.
12. The prices quoted in this bid shall be F.O.B. Mesquite, Texas 75149.
13. Any ambiguity in the bid as a result 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.
14. The City of Mesquite reserves the right to reject any and all bids, waive formalities and to make award of bid as may be deemed to the best advantage of the City. No bid may be withdrawn within forty-five (45) days after date of opening.
15. This Contract may be terminated at any time with thirty (30) days written notice by either the City of Mesquite or successful bidder.
16. 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 will be taken.
17. Bidder shall complete all information requested and blanks provided shall be filled in beside or under each item. Failure to completely describe the merchandise being bid may result in rejection of your bid.
18. The City is exempt from all sales and excise taxes.
19. The City of Mesquite reserves the right to evaluate variations from these specifications. If exceptions are made, bidder shall state wherein the merchandise fails to meet these specifications. Failure to completely describe the merchandise being bid may result in rejection of your bid.
20. Quantities are estimated and based on projected usage. It is specifically understood and agreed that these quantities are estimated and any increased quantities will be paid at the regular quoted price. The contractor shall not have any claim against the City of Mesquite for any quantities ordered that are less than the estimated bid amount.

21. Award of contract shall be made on an "all or nothing" basis at the discretion of the City of Mesquite.
22. 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.
22. It is the vendor's responsibility to check for any addendums that might have been issued before the bid closing date and time.
23. Cooperative Purchasing: As permitted under the Texas Local Government Code, Chapter 791025, other government entities may wish to also participate under the same terms and conditions contained in this contract (piggyback). Each entity wishing to piggyback must have prior authorization from the City of Mesquite and vendor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. The City of Mesquite shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by these entities. Each entity reserves the right to determine their participation in this contract.

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 _____ Yes _____ No.

24. Price quoted shall prevail for the entire term of the contract; one (1) year starting after bid is awarded to the successful bidder. A renewal option is included as a part of this bid for an additional two (2) one-year periods, renewable on anniversary of the original date, provided bidder can maintain bid prices and both parties are in mutual agreement.
25. 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 will be required within 10 business days by the apparent low bidder once notification has been received.
26. 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.
27. The Contract form is 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.**
28. This project is being evaluated utilizing a "Best Value" method. Bid will be awarded using the Selection Criteria detailed in the invitation to bid documents.

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. 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. Bidders shall fill out the following required documents and submit with bid. If the following forms are not included, the bid may be considered non-responsive.

Bid Check List:

- Conflict of Interest Form
- Non-Exclusion Affidavit for General Contractors
- Bid Sheet
- References
- Bidder's List of Proposed Equipment
- Contractor Acknowledgement of Addenda
- Acknowledgement by Contractor
- Bid Bond, Cashier's or Certified Check
- Special Conditions, Terms, Delivery and Signature page
- Proof of Irrigation License

CONTRACTING WITH THE CITY OF MESQUITE

Updated: January 8, 2016

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

YOU 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 web site at the following web address:

https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm

PLEASE COMPLETE THE ATTACHED FORM CIQ AND SUBMIT WITH YOUR 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 web site at the following web address:

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

PLEASE DO NOT COMPLETE FORM 1295 UNTIL YOU HAVE BEEN NOTIFIED OF CONTRACT AWARD AND REQUESTED 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 of 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 Web site known as the "System for Award Management" (SAM) at www.sam.gov. One of the purposes of the SAM Web site 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)



**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</u> and <u>Employer's Liability</u>	<u>Statutory Limits</u> \$100,000 per occurrence
2. <u>Commercial (Public Liability)</u> <u>including but not limited to:</u>	<u>Bodily Injury:</u> \$500,000 per person \$1,000,000 per occurrence and
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)</u> <u>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.

1. 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.
2. Be provided with an unconditional 30 days' advance written notice of cancellation or material change.
3. Prior to execution of this Agreement, proof of insurance shall be provided through the office of the City Secretary 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 entities 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 contract 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.

CONTRACTOR OPERATIONS

1. The Contractor (successful bidder) will work under the direction of the Park Service's Superintendent or his/her Representative (hereafter referred to as "The City Representative") who will monitor the maintenance by required inspections to determine the acceptance or rejection of any work/applications as required under this contract.
2. The Contractor 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.
3. The Contractor shall provide supervision for the work or shall have a competent supervisor on the job at all times during the performance of the work. Contractor shall be available for consultation with the "City Representative." Site inspections shall not be scheduled later than 2:00 p.m.
4. The Contractor must provide a valid office telephone number or cellular telephone number to the specified "City Representative", at all times, when working in Mesquite. One of these telephone numbers must be answered during normal working hours.
5. Mowing schedules will be coordinated with the "City Representative." Contractor shall call 972-216-6912, fax 972-216-8188 or email each workday at 7:00 a.m., to report areas mowed and to review the current day schedule. No payment shall be authorized for areas not reported mowed on a weekly basis.
6. The Contractor and employees will be courteous to the public at all times while at the work sites.
7. All wages, taxes and workman's compensation of all contract employees shall be paid by the Contractor.
8. The Contractor will be required to keep sufficient equipment and labor on hand to perform the maintenance requirements outlined in this bid.
9. The work covered under this contract is on an as needed basis for a 12-month period from the date of the executed agreement. The contract will include furnishing all labor, materials, and equipment necessary to perform the required grounds maintenance as specified in the bid document. All work must be completed within the normal workweek (Monday through Friday), unless inclement weather disrupts the schedule.
10. Contractor will be responsible for any damage to City property, due to negligence of his/her employees and/or equipment (exception: underground utilities, irrigation valves, irrigation lines and/or sprinkler heads) He/she will be responsible for replacement of all trees, shrubs, and groundcovers destroyed by him/her or his/her employees during work/applications. *Note:* Each tree bumped or marked by mowing shall cost the Contractor \$20.00 per occurrence. Each \$20.00 penalty shall be deducted from appropriate monthly billing.
11. The City of Mesquite will not be liable for and hold any loss or damage sustained by the Contractor. The Contractor shall save the City of Mesquite whole and harmless from any and all claims for damage of whatsoever nature and kind, suffered or asserted to have been suffered by the person or property of any person whomsoever, growing out of or resulting from or in any way connected with the job. Contractor will exercise every necessary precaution for the safety of the property and the protection of any and all persons and/or property located adjacent to or making passage through said property. All claims and repairs are to be made by the Contractor in a timely manner (within 48 hrs.).

SCOPE OF CONTRACT

The intent of this Contract is to secure pricing for the Annual Landscape Maintenance of the Creek Crossing Area Medians, Rights-of-Way and Landscape Areas and Mesquite Metro Airport within the corporate boundaries of Mesquite, Texas. This contract will also include scheduled applications of specified herbicide. Areas included in this contract: Clay Mathis Road medians, landscape areas and rights-of-way from East Glen to Lawson Road, Faithon P. Lucas Boulevard medians and rights-of-way from Newsom Road to Belt Line Road (includes the portion referred to as Mercury Road), Twin Oaks Drive medians and rights-of-way and Cartwright Road medians and rights-of-way from Pioneer Road to Lawson Road. Scyene south R.O.W. in front of the Airport. Airport entrance drive including and past gate going across drive, main office area.

INSTRUCTIONS TO BIDDERS AND SPECIAL PROVISIONS

1. The bidder shall submit a Bid Bond, Cashier's or Certified Check from a reliable surety company in the amount of five percent (5%) of the bid.
2. Bids received by the City will be compared on a "Total Base Bid" basis **and the contract will be awarded as most advantageous and of best value to the City.** Quantities depicted are estimated and based on the number of projected weeks or cycles of maintenance anticipated. It is specifically understood and agreed that these quantities are estimated and any increased quantities shall be the responsibility of the Contractor at no additional expense to the City. The contractor shall not have any claim against the City of Mesquite for any quantities that are less than or more than the estimated bid amount.
3. Bidders are cautioned not to submit their bids until said specifications and site have been carefully examined by them.
4. The successful Bidder/Contractor will be required to obtain written certification from subcontractors working on this project that they are providing Workers' Compensation insurance, and copies of this certification must then be provided to the Contractor and to the City prior to award of contract.
5. Bidders must submit, with their bid, a list of equipment to be used and five (5) work references of contracts of comparable size and contract dollar amount. The list of equipment should include year, model and make of all equipment to be used. Equipment shall be subject to inspection by the City Representative.
6. The Contract form (pages 42-45) is included for Bidders information only, and should be used to become familiar with the contract requirements. ***Bidder shall not complete this form at time of bid submittal. Upon award of the bid, the awarded vendor will be required to sign and return the contract document in order to fully execute.***
7. The apparent **best value bidder** will be required to submit an original Certificate of Insurance evidencing insurance coverage meeting all requirements stated in the General Clauses and Conditions within ten (10) business days of notification that bidder has submitted the apparent low bid. Failure to provide the required certificate of insurance, Bid Bond, Cashier's or Certified Check will be subject to forfeiture.
8. No payment, on any basis, will be made for unsatisfactory or incomplete applications of specialized fertilizers. The determination of the "City Representative" shall be final on all work. All touch up work shall be completed within 24 hours of notice. No pay item shall be authorized for incomplete work after 24-hour notice and shall be equal to the unit price of the total site acreage.
9. Thirty (30) days advance written notice will be given by either party for termination of contract. The Parks and Recreation Department can cancel the Agreement immediately if the department determines that the Contractor is not fulfilling their responsibilities.

10. Failure to provide the above-required documents described may be deemed a failure to perform, and Bidder's Certified Check/Cashier's Check or Bid Bond will be subject to forfeiture.
11. The successful bidder will be required to have a Certified Applicator on staff if herbicides/pesticides are utilized in the execution of work prescribed in this contract. If the Certified Applicator is certified under the Structural Pest Control Service (SPCS), this person must be an employee of the primary contractor. If the Certified Applicator is certified through the Texas Department of Agriculture (TDA), the individual can be an employee of the Primary Contractor. A copy of the applicator's license and nursery/floral certificate shall be provided to the City and will be placed in the successful bidder's file.
12. Payments(s) will be made to the successful bidder as follows: upon receipt of approved monthly invoices, the City will submit a Contract Invoice Document for payment to be made to the Contractor. A typical payment cycle is approximately thirty- (30) days from the date of receipt of the invoices.
13. The Texas Commission on Environmental Quality is the licensing authority in the State of Texas for Irrigators. Chapter 34 of the Texas Water Code states that a business or its employees who engage in the installation, inspection, or maintenance of sprinkler systems must be a Licensed Irrigator. Therefore, be advised that you cannot submit a proposal for this bid unless you, a staff member, or an approved subcontractor is a Licensed Irrigator.

TECHNICAL SPECIFICATIONS

A. PROJECTED LANDSCAPE MAINTENANCE PROGRAM

Scheduled maintenance shall be performed **Monday through Friday of each work week**, unless inclement weather or holidays alter this schedule.

The following Projected Landscape Maintenance Program is for acquainting the bidder with the probable volume of work, but does not establish a minimum or maximum of work to be expected during the contract period.

Shrub/Groundcover/Flower Beds (Medians and Entry Sign Landscapes)		Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
1.	Cultivate/weeding as needed to maintain neat/orderly appearance (weekly)	4	4	5	4	4	5	4	4	5	4	4	5
2.	Establish two (2) inches of mulch in all defined shrub and annual beds at all times	--AS NEEDED – (mulch available at City Compost Facility) No Charge											
3.	Shrub pruning/trimming (monthly or as needed)	1	1	1	1	1	1	1	1	1	1	1	1
4.	Fertilization of beds	-	1	-	-	1	-	-	-	-	1	-	-
5.	***Pre-emergent Application	-	1	-	-	-	-	-	-	1	-	-	-
6.	Maintain steel edging to 1-1/2" above ground level	--AS NEEDED--											
7.	Remove trash, leaves, debris (weekly)	4	4	5	4	4	5	4	4	5	4	4	5
8.	Monitor/inspect/repair irrigation systems	-	1	2	4	4	5	4	4	5	4	-	-
9.	Application of Award Fire Ant Bait	-	-	-	**1	-	-	-	-	**1	-	-	-
10.	Insects/Disease Inspection and Control	MONITOR WEEKLY/TREAT AS NEEDED/ADVISE CITY REPRESENTATIVE											

Turf Areas (Medians, ROW's and Entry Sign Landscapes)		Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
1.	General site clean-up, debris and trash removal	-	1	5	4	4	5	4	4	5	4	4	1
2.	****Weedeat around obvious obstructions	1	1	5	4	4	5	4	4	5	4	4	1
3.	Edging (All Sidewalks and Curbs – Medians and ROW's)	1	1	5	4	4	5	4	4	5	4	4	1
4.	Mowing	1	1	5	4	4	5	4	5	5	4	4	1
5.	Fertilization of turf	-	-	-	1	-	1	-	1	-	1	-	-
6.	Pre-emergent Weed Control	-	1	-	-	-	-	-	-	1	-	-	-
7.	Grassy Weed Post-emergent	-	-	-	-	-	-	-	-	-	1	1	-
8.	Broadleaf Weed Post-emergent	-	-	1	-	1	-	1	-	1	-	-	-
9.	Nutsedge Control (Monument)	-	-	-	-	1	-	-	-	1	-	-	-
10.	Monitor/inspect/repair irrigation systems	-	1	2	4	4	5	4	5	5	4	-	-
11.	Insects/Disease Inspection and Control	MONITOR WEEKLY/TREAT AS NEEDED/ADVISE CITY REPRESENTATIVE											
12.	Application of Award Fire Ant Bait	-	-	-	**1-	-	-	-	-	**1	-	-	-

Tree-Shade and Ornamental (Medians, Rights-of-Way and Entry Sign Landscapes)		Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
1.	Trim spraying (as required to eliminate weedeating)	-	-	1	1	1	1	1	1	1	1	-	-
2.	Pruning/Disease Inspection and Control	-- AS NEEDED --											
3.	Insects/Disease Inspection and Control	MONITOR WEEKLY/TREAT AS NEEDED/ADVISE CITY REPRESENTATIVE											

CREEK CROSSING AREA MEDIAN, RIGHTS-OF-WAY AND LANDSCAPE AREAS INVENTORY OF IRRIGATION CONTROLLERS AND IRRIGATION ZONES

The Creek Crossing Area includes various medians, rights-of-way and landscape areas on three main arterials and two side streets, specifically Clay Mathis Boulevard, Faithon P. Lucas Boulevard, Cartwright Road, Twin Oaks Drive and Newsom Road. There are 30 irrigation controllers and 346 irrigation zones included in this contract. The breakdown is as follows:

- Clay Mathis Boulevard – 10 Controllers with a total of 101 zones
- Faithon P. Lucas Boulevard – 8 Controllers with a total of 42 zones
- Cartwright Road – 10 Controllers with a total of 186 zones
- Twin Oaks Drive – 1 Controller with a total of 12 zones
- Newsom Road – 1 Controller with a total of 5 zones

MESQUITE MUNICIPAL AIRPORT INVENTORY OF IRRIGATION CONTROLLER AND IRRIGATION ZONES

*** The Mesquite Municipal Airport includes the entrance drive off of Scyene frontage along Scyene and the main office area. There is one (1) controller and five (5) zones all of which are around the office area only.**

**** The grassy weed herbicide, for the control of Dallisgrass, shall be applied in one application with touch-up treatments 10-14 days later. No additional expense shall be incurred by the City for the touch-up treatment. The use of Celsius is preferred.**

***** All turf, groundcover, shrub/landscape beds and hardscape areas shall receive an application of Award or approved equal, twice per year (April and September) to control Fire Ants. Individual mound treatments shall also be applied as needed.**

****** Post emergent weed control, including a Glyphosate and broadleaf weed killer, shall be applied to groundcover and shrub beds at least once per month during the months of April through October.**

******* All trees not in mulched beds shall be trim sprayed around with a Glyphosate/broadleaf weed herbicide combination.**

B. TURF MAINTENANCE

1. The mowing of specified medians, rights-of-way and entry sign landscapes shall include the mowing, trimming and stick edging of all landscape and turf within each area. A cutting height of 2 inches is required (height of cut will be determined by the City Representative). Debris will be removed from all maintenance areas by the contractor prior to mowing. Debris created from stick edging shall be blown into the turf and/or bed areas and not left on the curbs or streets. Significant quantities of debris shall be picked up and removed from the site. Clippings will not be collected and removed from the site after each mowing. However, excessive clippings resulting from growth rates exceeding the contracted frequency will be removed from the site after each mowing and properly disposed of. Clippings will not be blown into the street when mowing.
2. Uneven or rough cutting of grass will not be permitted. The Contractor must insure that mower blades are kept sharp at all times. Mowers will also be adjusted and operated so that the grass is cut at a uniform height. At no time shall it be permissible to raise mowing height unless authorized by the City Representative.
3. All curbs and sidewalks shall be neatly edged (steel blade edger (Stick Edger) required) after each cutting or as necessary. This trimming shall include crisp edging of all sidewalks and curbs adjacent to turf and bed areas in medians, along walls and rights-of-way.
4. Care shall be taken to avoid damage to tree trunks, shrubs, and other structures. Damage shall be reported to the City Representative and repairs promptly made.
5. All turf areas shall be fertilized four times per growing season during the months of April, June, August and October utilizing a fertilizer blend with a 1-0-0, 3-1-2 ratio (last application in October) of N, P and K, slow release with 50% Sulfur Coated Urea (minimum of 20% of N) at a rate of 300 pounds of fertilizer per acre. Applications are to be applied with rotary or cyclone style spreaders with a guaranteed uniform and consistent coverage. Streaking or yellowing caused by improper applications shall be re-applied by the Contractor at no additional expense to the City.
6. All irrigated turf areas shall receive two applications of a pre-emergent herbicide during the months of February and September of each year. One application, with a touch-up treatment of a commercial grade grassy weed herbicide, at the recommended rates, shall be applied to all irrigated turf areas during the October/November time frame for the eradication of Dallisgrass. The two-step application shall be applied at a 10-14-day interval. Two applications of post emergent herbicide such as Monument, or approved equivalent, shall be applied to turf and/or landscape beds for control of nutsedge, during the months of May and September. It shall be the responsibility of the Contractor to notify the City Representative to adjust irrigation cycles for pesticide applications as per the label requirements to insure proper utilization of the herbicide. Applications made within 12 hours of predicted rainfall shall be subject to re-application at no additional expense to the City.
7. Award Fire Ant Growth Regulator, or an approved equal shall be applied to all irrigated turf and landscape areas throughout the entire project, two times per year. Approximate applicator dates shall be April and September of each year. The Contractor shall also drench individual fire ant mounds, throughout the year, as they might appear to kill these mounds instantly.

C. SHRUB/BED MAINTENANCE

1. Care shall be taken to avoid damage to tree trunks, shrubs, and other structure. Damage shall be reported to the City Representative and repairs promptly made.
2. All shrub, groundcover and landscape beds shall be fertilized three (3) times per year in the months of February, May and October utilizing a fertilizer blend with a 3-1-2 ratio of N, P and K, slow release with 50% Sulfur Coated Urea (minimum of 20% of N) at a rate of 300 pounds of fertilizer per acre. Applications are to be applied with rotary or cyclone style spreaders with a guaranteed uniform and consistent coverage.

3. Groundcover such as Asian Jasmine shall be trimmed/mowed back in late February to remove dead growth and to promote new spring growth.
4. All shrub/groundcover beds shall receive two (2) applications of a pre-emergent herbicide during the months of February and September of each year. A minimum of two (2) applications of post emergent herbicide such as Monument, or approved equivalent, shall be applied to landscape beds for control of nutsedge, during the months of May and September. It shall be the responsibility of the Contractor to notify the City Representative to adjust irrigation cycles for pesticide applications as per the label requirements to insure proper utilization of the herbicide. Applications made within 12 hours of predicted rainfall shall be subject to re-application at no additional expense to the City.
5. Weeds/vegetation in shrub/groundcover beds, not eradicated by the use of herbicides, shall be hand-pulled or mechanically removed each week or as needed to ensure that the beds are aesthetically pleasing in appearance.
6. All shrub/groundcover beds shall be crisply edged each time that the adjacent turf areas are edged. Refer to the recommended cycles above in the Technical Specifications.

D. PRUNING

1. All pruning shall be done by qualified professional personnel using recognized and approved methods and techniques.
2. Pruning shall be done by thinning and shaping to achieve a natural appearance. Excessive pruning or stubbing back will not be permitted. All pruning cuts shall be made flush. They shall be cleanly cut with no tearing of the bark. All dead or damaged branches shall be removed from the site and disposed of properly.

E. MONITOR/INSPECTION/REPAIR OF IRRIGATION SYSTEM

1. Before beginning the maintenance program, inspect all systems and report present damage or incorrect operation to the City Representative. Irrigation controllers are numbered. Identify problems by controller numbers. Weekly irrigation forms shall be provided by the City Representative for the Contractor to report irrigation schedules, settings and problems. Irrigation inspections are to be performed immediately after maintenance completed each week and submitted to the City Representative within 48 hours.

NOTE: \$250.00 will be deducted from weekly maintenance rate in lieu of receiving irrigation inspection reports.

2. If the weekly inspection of the irrigation systems reveals any needed repairs such as broken sprinkler heads, broken cut-off nipples, swing-joint breaks, lateral-line leaks or mainline leaks, the Contractor shall report needed repairs to the City Representative for approval, prior to making the repair. Irrigation repair work will be billed at hourly labor rates and cost plus for repair parts (rates approved in the contract).
3. The City Representative shall make all adjustments to watering cycles and controller settings. The Contractor shall work closely with City staff to insure that programs and watering cycles are properly to compensate for climatic changes and site conditions. Make frequent reviews of watering programs and make full use of the versatility of the system. Inspect system for problems (weekly unless off).
4. Lawns and shrub beds at no times shall show lack of water.
5. Repair and replace any irrigation equipment damaged as a result of contract operations, at the Contractors expense (not part of the irrigation repairs section of the contract referenced in item number 2 above). Sprinkler heads to be replaced with Rain Bird brand name and nozzle size unless otherwise authorized by City Representative.
6. Monitoring and inspecting the system are the Contractor's responsibility.

F. GENERAL MAINTENANCE AND CLEAN-UP

1. All excess clippings, trimmings, cuttings, trash and debris resulting from work of this contract shall be promptly removed from the site.
2. All cracks in sidewalks, curbs, storm drains and other paved areas shall be kept weeded.
3. Sidewalks within the contract limits shall be swept and cleaned of any debris or soil that has washed from adjacent slopes or planted areas. Pavestone in medians shall also be kept clean. Do not blow grass under wall from Baretta to Winchester on Clay Mathis (alley on west side of wall).
4. Contract shall include removing all litter and dumping in medians/screening walls and entry sign landscapes during weekly maintenance operations.
5. Regular communication with City Representative to advise of any problems related to overall development and maintenance of landscape areas is required. A scheduled site inspection with City Representative is required prior to leaving the site.

G. WORK NOT INCLUDED IN CONTRACT

1. Furnishing and planting of new Bermuda turf, trees, shrubs, groundcover, vines and flowers unless such items die or die back and lose their original form due to negligence by the contractor then it shall be replaced in equal kind and size at his own expense.
2. Repair or replacement of any materials damaged or killed by vandalism; or extreme conditions beyond the Contractor's control.
3. Cleanup of road surface, except for cleanup of debris from work of this contract.
4. Hand watering.

OLD CLAY MATHIS AND FAITHON P. LUCAS MAINTENANCE BOUNDARIES AND AREAS OF RESPONSIBILITY

LANDSCAPED ENTRANCE AREAS:

- | | |
|--|------------------------------------|
| 1. East Glen at Clay Mathis (1) | 9. Clay Mathis at Baretta (2) |
| 2. Clay Mathis at Newsom (2) | 10. Clay Mathis at Foxwood |
| 3. Clay Mathis at Mesquite Valley | 11. Faithon P. Lucas at Woodhaven |
| 4. Mesquite Valley at Sutters Way | 12. Faithon P. Lucas at Springleaf |
| 5. Faithon P. Lucas at Berry Road | 13. Faithon P. Lucas at Springwell |
| 6. Faithon P. Lucas at Creek Valley (NW Corner) | 14. Faithon P. Lucas at Lockwood |
| 7. Faithon P. Lucas at Mercury Place (turf island) | 15. Newsom at Forestbrook (2) |
| 8. Clay Mathis at Stewart (2) | |

TWO (2) THOROUGHFARE MEDIANS AND LANDSCAPE AREAS WITHIN RIGHTS-OF-WAY

1. Faithon P. Lucas (Newsom Road to Cartwright, McKenzie to Beltline).
2. Clay Mathis (East Glen to Edwards/Church Road).

Estimated Maintenance Area of Screening Wall and ROW Landscape Areas:

153,634 S.F. or 3.52 Acres

Estimated Maintenance Area of Medians:

580,024 S.F. or 13.3 Acres

Estimated Linear Feet of Sidewalks and Curbs Adjacent to Medians, Screening Walls and ROW's:

33,494 L.F. Median Curb Lines on Faithon P. Lucas, Clay Mathis, Berry Road and Mercury.

31,104 L.F. Screening Wall and Rights-of-way Turf and Landscape Locations:

Clay Mathis from Baretta to Weatherby, Clay Mathis from Newsom to Baretta, Clay Mathis from Brookchase to Mesquite Valley, Clay Mathis from Mesquite Valley to Sutters Way, Clay Mathis from Mesquite Valley to Faithon P. Lucas, Clay Mathis from Faithon P. Lucas to Foxwood, Clay Mathis from Springwood to Deepwood, Clay Mathis walkway (Wood Creek to Creek Crossing, Buckeye to Beau).

Faithon P. Lucas from Newsom to Creek Crossing, Faithon P. Lucas from Briar to Berry, Faithon P. Lucas from Berry to Cool Spring, Faithon P. Lucas from Cool Spring to Stillwater, Faithon P. Lucas from Woodhaven to Clay Mathis, Faithon P. Lucas from Springleaf to Cartwright (to be deleted), Cartwright from Faithon P. Lucas to Crosscreek (to be deleted), Brookchase to Mesquite Valley, Mesquite Valley to Sutters Way, Stillwater to Cool Springs).

Creek Crossing from Faithon P. Lucas to Clear Creek, Newsom from Forestbrook to Creek Valley.

Total Estimated Acreage: 16.82 Acres
Total Linear Feet of Curbs and Sidewalks: 64,598 Linear Feet (12.23 Linear Miles)

Landscape/Turf Areas **NOT** in Contract within Creek Crossing Development:

- Landscape at Weatherby and Clay Mathis.
- Landscape at Clay Mathis and Brookchase.
- Landscape at Clay Mathis between Buckeye and Beau Areas.

**CLAY MATHIS RD. EXTENSION –
EDWARDS CHURCH RD. TO LAWSON RD.
MAINTENANCE BOUNDARIES AND
AREAS OF RESPONSIBILITY**

Total Square Footage of Turf

186,624 square feet – 4.28 Acres.

This total includes the rights-of-way in front of the Pecan Creek Subdivision and the Park Chase Subdivision.

Total Square Footage of Groundcover

4,258 square feet of Asian Jasmine - .097 Acres (9,591 - one gallon containers).

Total Square Footage of Perennials

4,854 square feet of Stella De Oro Daylilies - .011 Acres (4,854 - one-gallon plants).

Total Acres in Clay Mathis Extension – 4.39 Acres.

Trees

<u>Variety</u>	<u>Quantities</u>
Savannah Holly	23
Crape Myrtle	29
Wax Myrtle	16
Live Oak	10
Chinquapin Oak	12
Shumard Oak	12
Bald Cypress	23
Cedar Elm	6
Little Gem Magnolias	<u>3</u>
Approximate Total	134

The Irrigation System consists of one (1) Valcon Controller, three (3) RPZ devices/meters and 25 station valves. The system includes irrigation zones in front of the Pecan Creek Subdivision and the Park Chase Subdivision.

**CARTWRIGHT ROAD LANDSCAPED MEDIANS, RIGHTS-OF-WAY
AND LANDSCAPE AREAS - (PIONEER ROAD TO LAWSON ROAD)
MAINTENANCE BOUNDARIES AND
AREAS OF RESPONSIBILITY**

Phase I

Triangle Landscape - Cartwright at Mesquite Valley

8,675 Square Feet of bed area (includes mulched bed just west of the triangle) - .20 Acres

26 Ornamental Trees

6 Shade Trees

Median Landscape Areas - Eastern Heights to median past Cedar Trail

15,125 Square Feet of Asian Jasmine bed area - .35 Acres with various Perennials

47 Ornamental Trees

40 Shade Trees

Triangle Turf - Cartwright at Mesquite Valley

24,520 Square Feet - .56 Acres

Rights-of-Way Turf Areas

8,500 Square Feet - .30 Acres

Screening Wall at Cedarbrook Estates

24,200 Square Feet of Turf with Ornamental Trees (planted in the turf) - .55 Acres

Cartwright Road at Eastern Heights - North Rights-of-Way

5,400 Square Feet of Non-Irrigated Turf (in front of and behind the screening wall) - .12 Acres

Triangle and Rights-of-way Sidewalks

3,205 Linear Feet

Total Estimated Acreage for Cartwright Road, Phase I – 2.08 Acres

Phase II

Triangle Beds – Bear at Cartwright (West)

6,000 square feet of mulch beds with Trees and a variety of Perennial Plants in triangle (.14 Acres)

19,200 square feet of turf (.44 Acres)

Triangle Beds – Bear at Cartwright (East)

11,030 square feet of mulch beds with Trees and a variety of Perennial Plants in triangle (.25 Acres)

36,080 square feet of turf (.82 Acres)

Median Landscape Areas – Cedar Trail to Edwards Church Road

11,010 square feet (.26 Acres) – Trees in mulch beds with various Perennials

Median Turf Areas – Cedar Trail to Edwards Church Road
109,030 square feet (2.5 Acres)

Rights-of-Way Areas
320,166 square feet of turf (8.10 Acres)

Total Number of Trees, by Variety, in all Medians, Rights-of-Way and Landscape Areas

<u>Trees by Variety</u>	<u>Quantity</u>
Live Oak	56
Shumard Oak	36
Chinquapin Oak	35
Wax Myrtle	71
Crape Myrtle	42
Nellie R. Stevens	22
Cedar Elm	46
Bald Cypress	37
Little Gem Magnolias	38
Pristache	5
Purple Plum	<u>42</u>
Approximate Total	430

Total number of estimated acreage for Phase II – 12.51 Acres

Twin Oaks Drive
Twin Oaks Drive extends from Cartwright Road to last median in front of Bonnie Gentry Elementary School.

Total of Turf Areas
3,000 square feet (.07 Acres)

Total Groundcover/Beds
4,708 square feet (.11 Acres)

<u>Trees by Variety</u>	<u>Quantity</u>
Red Oaks	21
Crape Myrtle	6
Wax Myrtle	14
Savannah Holly	<u>3</u>
Approximate Total	44

Total acreage for all median turf and groundcover areas on Twin Oaks Drive - .18 Acres

Phase III

Median Landscape Areas – Edwards Church Road to Lawson Road
13,310 square feet (.31 Acres) – Trees in mulch beds with various Perennials

Median Turf Areas
140,530 square feet (3.2 Acres)

Rights-of-Way Areas
191,228 square feet of turf (4.39 Acres)

Total Number of Trees, by Variety, in all Medians, Rights-of-Way and Landscape Areas

<u>Tree by Variety</u>	<u>Quantity</u>
Live Oak	6
Huard Oak	7
Chinquapin Oak	9
Wax Myrtle	17
Crape Myrtle	77
Nellie R. Stevens	27
Bald Cypress	21
East Palatka	26
Chinese Pistachio	11
Little Gem Magnolias	<u>3</u>
Approximate Total	204

Total estimated acreage all areas in Phase III – 7.9 Acres

Grand Total of all Creek Crossing Medians, Rights-of-Way and Landscape areas included in this contract – 43.88 Acres

Total estimated acreage for Mesquite Metro Airport turf areas is 6.57 acres. Total estimated acreage of Landscape areas is 1,964 square feet (.05 acres)

Grand Total of all Turf areas and Landscape Bed Areas at Mesquite Metro Airport is 6.62 acres

Grand Total of all areas within this contract is 50.55 acres

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 relationship 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 non-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.

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

- Price - 30 points (percent);
- Equipment Stock and Age – 20 points (percent)
- Bidder’s past relationship with the City of Mesquite - 15 points (percent);
- Experience – 15 points (percent).
- References - 15 points (percent).
- Pre-bid Attendance – 5 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 - (30 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 30 points ($\$30,000 \div \$30,000 = 1.00 \times 30 = 30$). Assume \$35,000 is the next low offer, then that bidder would receive 25.71 points ($\$30,000 \div \$35,000 = .857 \times 30 = 25.71$), etc.

Equipment Stock and Age - (20 points) 20 points will be the maximum point value given to the bidder. The bidders point value will be based on their measured score. Evaluation of the bidder’s measured score is the condition, volume, type, and age of the bidder’s equipment as provided on the Equipment List and as evaluated based upon visual inspection by “City Representatives”. A part of this may also be other information required such as equipment maintenance and service records, etc.

Bidder’s past relationship with the City of Mesquite - (15 points) 15 points will be the maximum point value given to the bidder. The bidders’ point value will be based on their measured score. Evaluation of the bidder’s measure of success based on their past relationship with the City of Mesquite, will determine the score for this category.

Experience – (15 points) 15 points will be the maximum point value given to the bidder with the greatest amount of experience in providing landscape and grounds maintenance services for municipalities. The bidders point value will be based on their measured score.

References – (15 points) 15 points will be the maximum point value given to the bidders that provide references showing their participation with other municipalities. The bidders point value will be based on their measured score.

Pre-bid Attendance – (5 points) 5 points will be the maximum point value given to the bidder for this category. A bidder that attends, on time and stays for the entire Pre-bid Meeting shall receive the maximum point. A bidder that arrives late or leaves early from the Pre-bid Meeting shall only receive three (3) points. A bidder that does not attend the Pre-bid Meeting shall receive a zero (0) for this category.

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 LANDSCAPE MAINTENANCE OF THE CREEK CROSSING
AREA MEDIANS, RIGHTS-OF-WAY AND LANDSCAPE AREAS
AND MESQUITE METRO AIRPORT**

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.

For providing Annual Landscape Maintenance of the Creek Crossing Area Medians, Rights-Of-Way and Landscape Areas for a period of one (1) calendar year from the date of the executed agreement with a renewal option for an additional two (2) one-year periods, renewable on the anniversary of the original date.

The contractor (successful bidder) shall have the option to renew this contract under the same terms at the bid price set forth herein for the years 2018 and 2019. 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 2017.

Pre-determined monthly billings shall be in accordance to the following percentage of total base bid:

Contractor Pre-Determined Monthly Billings:

6.0%	January	\$ _____	
6.0%	February	\$ _____	
9.1%	March	\$ _____	
9.1%	April	\$ _____	
9.1%	May	\$ _____	
9.1%	June	\$ _____	
9.1%	July	\$ _____	
9.1%	August	\$ _____	
9.1%	September	\$ _____	
9.1%	October	\$ _____	
9.1%	November	\$ _____	
6.1%	December	\$ _____	
100%	TOTAL	\$ _____	(Shall Equal Total Base Bid)

BID SHEET

The base bid item number 1 is for the complete Annual Landscape Maintenance of all Creek Crossing Area Medians, Rights-of- Way and Landscape Areas and screening wall areas (Clay Mathis Road, Faithon P. Lucas Boulevard, Twin Oaks Drive, Edwards Church Road and Cartwright Road) including all labor, equipment and materials necessary to complete the work as described herein. Base bid item number 1 does not include irrigation repairs as noted in base bid item number 2.

Total Base Bid Item “1,” complete and in place, for the sum of:		
_____ Dollars		\$ _____
_____ Cents		(figures) LUMP SUM
(written) LUMP SUM		

Base bid item number 2 is for an allowance for irrigation repairs in the amount of \$10,000. These repairs must be pre-approved by a City Representative.

Total Base Bid Item “2,” complete and in place, for the sum of:		
Ten Thousand _____ Dollars		\$ 10,000.00
and zero _____ Cents		(figures) LUMP SUM
(written) LUMP SUM		

For providing Annual Landscape Maintenance of the Mesquite Metro Airport in the City of Mesquite for a period of one (1) calendar year from the date of the executed agreement with a renewal option for an additional two (2) one-year periods, renewable on the anniversary of the original date.

The contractor (successful bidder) shall have the option to renew this contract under the same terms at the bid price set forth herein for the years 2018 and 2019. 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 2017.

Pre-determined monthly billings shall be in accordance to the following percentage of total base bid:

Contractor Pre-Determined Monthly Billings:

6.0%	January	\$ _____	
6.0%	February	\$ _____	
9.1%	March	\$ _____	
9.1%	April	\$ _____	
9.1%	May	\$ _____	
9.1%	June	\$ _____	
9.1%	July	\$ _____	
9.1%	August	\$ _____	
9.1%	September	\$ _____	
9.1%	October	\$ _____	
9.1%	November	\$ _____	
6.1%	December	\$ _____	
100%	TOTAL	\$ _____	(Shall Equal Total Base Bid)

BID SHEET

The base bid item number 3 is for the complete Annual Landscape Maintenance of the Mesquite Metro Airport including all labor, equipment and materials necessary to complete the work as described herein. Base bid item number 3 does not include irrigation repairs as noted in base bid item number 4.

Total Base Bid Item "3," complete and in place, for the sum of: _____ Dollars _____ Cents (written) LUMP SUM	\$ _____ (figures) LUMP SUM
---	--

Base bid item number 4 is for an allowance for irrigation repairs in the amount of \$750.00. These repairs must be pre-approved by a City Representative.

Total Base Bid Item "4," complete and in place, for the sum of: Seven Hundred Fifty _____ Dollars and zero _____ Cents (written) LUMP SUM	\$ 750.00 (figures) LUMP SUM
--	---

Total of Base Bid Items "1" through "4," complete and in place, for the sum of: _____ Dollars _____ Cents (written) LUMP SUM	\$ _____ (figures) LUMP SUM
---	---------------------------------------

- Bidder shall return **two copies** of this bid proposal filled out in full and signed.

PRICES MUST BE QUOTED AS F.O.B. MESQUITE

NOTE: Show amount in both written form and figures. In case of discrepancy between the written amount and figure amount, the written amount shall govern. In case of discrepancy between the unit price and the total base bid (LUMP SUM), the unit price shall govern. The dollar amount for unit pricing will be rounded to the nearest penny.

TERMS

Payment terms are NET 30 unless otherwise specified.

Minimum equipment required to perform this contract:

- Two (2) 54" cut riding mowers
- Two (2) Push mowers
- Two (2) Weedeaters
- Two (2) Steel Blade Edgers
- Two (2) Gas Hedge Trimmers
- Two (2) Blowers

List of equipment available to be utilized on subject Contract:

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

Note: The Contractor's equipment shall be in good repair and a qualified operator shall be responsible for the care and handling of the equipment. Sufficient equipment is required to carry out the requirements of the contract.

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 five (5) working days (**Monday through Friday**) for all maintenance requirements as outlined in the Technical Specifications on a weekly basis, unless inclement weather disrupts the schedule.

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 (Workers 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)

City and Zip Code

Telephone (Include Area Code)

REFERENCES

Five (5) work references (Include: Names, Addresses, Phone No's., Dates, Work Description, and Contract Amounts.)

1. _____

2. _____

3. _____

4. _____

5. _____

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 _____, 2017.

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

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 bid

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 estimated total amount of the bid or if the bid is based upon alternates and/or addenda, at least 5% of the greatest amount bid the bidder or Principal herein as evidenced in the Bid) 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 offering to perform the following: Annual Landscape Maintenance of the Creek Crossing Area Medians, Rights-of-Way and Landscape Areas and Mesquite Metro Airport 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 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 _____, 2017.

PRINCIPAL:

Typed or Printed Name

Title: _____

Company: _____

Address: _____

SURETY:

Typed or Printed Name

Title: _____

Company: _____

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

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.

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 specified delivery date shall be a firm date as specified in the bid.

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

Fax Number

Email Address

NOTICE

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

**CONTRACT FOR PURCHASE
OF GOODS AND/OR SERVICES**

THIS CONTRACT is made and entered into this the _____ day of _____, 2017 by and between the City of Mesquite, Texas, a Municipal corporation located in Dallas County, Texas, (hereinafter called CITY), acting through its duly authorized City Manager, Cliff Keheley, and (enter name of successful Bidder), a (sole proprietor/partnership/corporation), of the City of _____, County of _____, State of _____ (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:

**2017-027 ANNUAL LANDSCAPE MAINTENANCE OF THE CREEK CROSSING AREA MEDIANS, RIGHTS-OF-WAY
LANDSCAPE AREAS, AND MESQUITE METRO AIRPORT**

for the bid sum not to exceed the total amount of _____ (\$_____), paid upon completion of service and 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, bidders proposal, 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. 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.

VI. CONTRACT TERM

The term of this Contract shall be one year, beginning on the _____, and ending on the _____ unless terminated by either party under the terms set forth herein. This Contract shall automatically be renewed, without need for formal action, for two one-year terms beginning on _____, unless earlier terminated as provided in the contract documents.

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 and all claims, liens, suits, demands, and/or actions for damages, injuries to persons (including death), property damage (including loss of use), and expenses, including court costs and attorneys' fees and other reasonable costs 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/or 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.

IX. 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:

_____. 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. 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.

XIV. 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.

XV. 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 _____ counterparts, each of which shall be deemed an original, the day and year first written above.

CITY OF MESQUITE
(CITY)

COMPANY

By: _____
City Manager

By: _____ Cliff Keheley,
Signature

Printed Name: _____

ATTEST:

Printed Title: _____

By: _____
Sonja Land, City Secretary

Acknowledgment

State of Texas, County of Dallas: Before me the undersigned authority on this day personally appeared _____, known to be the person whose name is subscribed to the foregoing document and known to me to be the _____ (title) of _____ (company name) and acknowledged to me that (s)he executed said document with full authority to do so and for the purposes and consideration expressed therein. Given under my hand and seal of office the ____ day of _____, ____.

APPROVED AS TO FORM:

By: _____
City Attorney or designee

Notary Public in and for the State of Texas

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.*
- *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**.*
- *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
972-216-6397 Fax

Physical Address:

City of Mesquite
1515 N. Galloway Avenue
Mesquite, TX 75149

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

Thank you

Ryan Williams
Manager of Purchasing