

Galveston County Water Control Improvement District #1

INVITATION TO BID For Contract Mowing

Galveston County WCID #1, (the District), is soliciting bids for a multiyear contract for **Contract Mowing** of various District properties for a two-year period, beginning January 1, 2021 and ending December 31, 2022. Contract is subject to automatic renewal for up to three (3) additional one-year periods as stipulated within the specifications.

Bids must be sealed, marked "**BID 2021 -001 - MOWING**" in lower left corner and delivered to:

Galveston County WCID1
Attn: Administrative Secretary
2320 Falco St.
Dickinson, Texas 77539
Phone: 281.534/8352
Email: tveasey@wcid1.com

And, must arrive no later than **10:00 am CST, on Wednesday, November 18, 2020**. Bids will then be publicly opened and read aloud through a video broadcast. Interested parties must call the Falco Office Administrative Secretary at the number above no less than 24 hours in advance to receive invitation to the video conference broadcast.

Specifications can be secured from the Administrative Secretary's office, 2320 Falco, Dickinson, Texas 77539 or downloaded online at www.wcid1.com, under Bid Notices.

No taxes are to be included in the bid as the District is exempt from the payment thereof.

An outdoor pre-construction conference and worksite tour will be conducted on Thursday, November 12, 2020 at 10:00 am. local time. Potential Bidders are to meet at the wastewater treatment plant facility located at 4900 Nebraska St. Dickinson, Texas 77539.

Bids offered shall be valid for 60 days.

Please direct any questions regarding the bid or bid documents to Darrell Hartwick, Operations Superintendent, at (281) 534-8350.

Galveston County W.C.I.D.#1 reserves the right to waive any minor informality or irregularity, and to reject any and all bids and to accept the bids which, in its opinion is most advantageous to the District.

Successful bidder will be required to submit a completed Conflict of Interest Questionnaire and Form 1295 prior to initiation of any work.

INSTRUCTIONS TO BIDDERS

READ THIS ENTIRE DOCUMENT CAREFULLY, FOLLOW ALL INSTRUCTIONS, YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS.

1. BIDS, PREPARATION AND SUBMITTAL

Completed and signed bids will be received at 2320 Falco, Dickinson, Texas 77539 upon the Standard Bid Form enclosed the bid packet. Please submit IN DUPLICATE, without modification or provisions and each proposal must be completely filled out.

An abstract of the amounts of the base bids and major alternatives will be made available to Bidders after the opening of bids.

All figures must be written in ink or typewriter. Figures written in pencil or erasures are not acceptable. However, mistakes may be crossed out, corrections inserted and initialed in ink by the person signing the proposal.

The Invitation to Bid which appears in the newspaper, the Instructions to Bidders, Special Conditions, and Specifications which follow, Addenda (if any), and the Bid Sheets are all considered as part of the bid and will become the contract with the successful bidder.

If you do not wish to bid at this time but wish to remain on the bid list for this service or commodity, please submit a "No Bid" by the same time and date at the same location as stated for bidding. If you wish to be removed from the bid list, or changed to the bid list for another commodity, please advise us in writing.

2. INTENT OF BID DOCUMENTS

Bidders should fully inform themselves as to all conditions and matters which can in any way affect the costs thereof. Should a bidder find discrepancies in, or omission from, the bid documents, or should he/she be in doubt as to their meaning and intent he/she should notify The District at once and obtain clarification prior to submitting a bid. Should bidder find discrepancies or omissions from these specifications, bidder should at once notify the Administrative Secretary.

The submission of a bid by Bidder shall be conclusive evidence that the Bidder is fully acquainted and satisfied as to character, quality and quantity of equipment to be furnished.

3. DELIVERY OF BIDS

Bids received prior to the time of the opening will be kept securely unopened. Bids received after **10:00 a.m. local time on Wednesday, November 18, 2020** shall be considered late and shall be returned unopened. The person whose duty is to open them will decide when the specified time has arrived for the opening of the bids. No responsibility will be attached to an officer for the premature opening of a bid not properly addressed and identified. Faxed or electronic bids will not be considered.

4. SIGNATURES

All bid responses are required to be signed by an authorized representative of the bidding entity. Bid responses received unsigned will not be considered.

5. BID WITHDRAWAL OR REJECTION

Bids may be withdrawn by written or emailed requests dispatched by the bidder in time for delivery in the normal course of business prior to the time fixed for opening.

Negligence on the part of the bidder in preparing the bid represents no right for withdrawal after the bid is opened. No bids may be withdrawn for a period of sixty (60) calendar days after opening of the bids.

6. LATE BIDS

The District is not responsible for lateness or non-delivery of mail by USPS, or any other courier.

7. IRREGULAR PROPOSALS

Proposals will be considered irregular if they show any omissions, alterations, of form, additions, or conditions not called for, unauthorized alternate bids or irregularities of any kind. However, the Owner reserves the right to waive any irregularities and to make the award in the best interest of the District.

8. DISQUALIFICATIONS OF BIDDERS

The bidders may be disqualified, and their proposals not considered for any of (but not limited to) the following reasons:

- A. Reason for believing collusion exists between bidders.
- B. The bidder being an interested party in any litigation against the District.
- C. Failure to use the bid form furnished by the District.
- D. Lack of signature by an authorized representative on the bid form.
- E. Failure to properly complete the bid.

9. REJECTION OF BID(S)

The District reserves the right to reject any and all bids, to waive irregularities, and to accept the bid deemed the most advantageous to the District.

10. AWARD OF CONTRACT

The Notice of Award of Contract shall be given to the bidder within sixty (60) days following the date of opening of bids. The District reserves the right to award this contract on the basis of lowest responsible bid in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offer, or to reject any or all bids.

11. INQUIRIES

Any inquiries concerning the bid documents shall be addressed to Darrell Hartwick, Operations Superintendent, (281) 534-8350.

12. ADDENDA

The District is not bound by any oral representations, clarifications or changes made in the written specifications by District employees.

If it becomes necessary to revise any part of the bid documents, the District will issue a written notice to all bidders in the form of an addenda. Addenda will be issued to Bidders prior to the receipt of bids and shall be considered part of the contract documents. Bidders shall acknowledge receipt of addenda on the proposal form.

13. DISCREPANCIES IN PRICES

Discrepancies between the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

14. HOLD HARMLESS AGREEMENT/INSURANCE

Contractor, the successful bidder, shall indemnify and hold the District harmless from all claims for personal injury, death, and/or property damage resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this bid, as indicated in the Special Conditions below. Certification of such coverage must be provided to the District prior to commencement of any work.

15. WAIVER OF SUBROGATION

Offeror and offeror's insurance carrier waive any and all rights whatsoever regarding subrogation against the District as an indirect part to any suit arising out of personal or property damages resulting from offeror's performance under this agreement.

16. SEVERABILITY

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as through the invalid portion had been omitted.

17. BID AMBIGUITY

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 of bidding shall be construed in the favor of the District.

18. CHANGE ORDERS

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and shall not be effective unless signed by an authorized representative of the District.

19. RESPONSE FORM TO BE USED

The bid quote must be submitted on the form provided.

20. PAYMENT

Payments shall be made for material and services delivered and meeting specifications within thirty (30) days of receipt of an invoice. Where applicable, the District may be invoiced on a monthly basis.

Invoices must be mailed to Galveston County WCID #1
Attention: Accounts Payable
P.O. Box 307
Dickinson, Texas 77539

SPECIAL CONDITIONS

1. SCOPE OF WORK

The scope of work under this contract shall include all materials, labor, equipment supervision and incidentals to perform work as described in Description of Services (below):

- Item 1. **Field Operations Center**
2320 Falco Street
3210 Ave. I (warehouse and storage lot)
- Item 2. **Wastewater Treatment Facility –**
4900 Nebraska Street – STP
- Item 3. **Lift Stations**
2608 Hughes Road
3799 Pine Manor Lane
3105 Spruce Drive
925 Sunset Drive
- 2210 47th Street
2710 49th Street
4325 Scenic Drive
5946 East FM 517
4501 26th Street
1921 Anchor Way
3919 Wagon Road
5235 Ecret Drive
5119 State Hwy 3 (two (2) strips around the outside fence line)
4111 27th Street
1802 Avenue F
3304 Hughes Lane
5609 East FM 517 (inside the fence and two (2) strips around the outside fence
line)
- 4601 Shoreview Drive
8303 FM 517 West
2201 ½ Jernigan Ford
- Item 4. **Water Wells/Pump Stations**
302 Sunset Drive
2615 26th Street
2605 Hollywood Street
2410 45th Street
5228 Ecret Drive
1050 West FM 517
3402 Lobit Drive

2. DURATION OF AGREEMENT

The District and successful bidder shall enter into a purchase agreement for prices stated for a two-year period beginning January 1, 2021 through December 31, 2022. The contract will automatically renew for three (3) additional one-year periods unless sixty (60) days' notice by either party is given. Contractor may submit documentation to support a price increase annually, however District will not accept any increase greater than a 3% increase per year under this contract.

3. DESCRIPTION OF SERVICES

Contractor shall first pickup and remove all debris 3" and larger from areas to be mowed to avoid spreading debris. Contractor then will mow, trim (weed eater), blow grass clippings back into the grassy area (not include streets or storm drains). Edge cutting along ALL concrete driveways, street frontage, sidewalks, walkways, and structures of any nature.

Contractor shall apply an approved weed killer every three (3) months along ALL fence lines to prevent spread of weeds.

Rights of way is generally considered to be the property between the street curb and one foot to the outside of utility poles. Right of way does include the entire slope on either side of each bridge. Right of way also includes the "turn out" at each intersecting road a distance of twenty (20) feet.

4. SCHEDULE OF MOWING VISITS

Based on past years, the District estimates twenty one (21) mowing's per year.

5. INSURANCE

The successful Bidder shall provide the following insurance coverages:

| | |
|--------------------------------|---------------------|
| Commercial Liability Aggregate | \$500,000 |
| Personal Injury | \$100,000 |
| Each Occurrence | \$100,000 |
| Automobile Liability | \$100,000 |
| Bodily Injury | \$100,000/\$300,000 |
| Property Damage | \$100,000 |
| Combined Single Limit | \$300,000 |

Workers Compensation As required by State law

A copy of a certificate of insurance is required prior to commencement of any work.

6. SCHEDULE ALTERATION

No changes shall be made in the mowing schedule without prior approval of the Operations Superintendent.

7. ADDITIONAL SERVICES

If additional mowing is required, it shall be at the regular pay schedule and approved by the Operations Superintendent.

8. USE OF SUBCONTRACTORS

Use of subcontractors is specifically prohibited without written authorization by the Operations Superintendent. Subcontractors are subject to same insurance requirements as slated in paragraph 5 above.

9. PRE-CONSTRUCTION CONFERENCE

See Invitation to Bid.

10. CANCELLATION CLAUSE

District reserves the right to terminate this contract immediately in the event the Contractor failure to provide required insurance coverage certifications, failure to pay employees or subcontractors, intuition of any bankruptcy proceeding, violations of any portion of the contract specifications, or providing substandard service as determined by the District.

10. SAFETY REGULATIONS

Contractor's personnel shall wear orange or lime green safety vest on all job sites. Goggles and/or face shields shall be worn by operators of blower and weed-eater equipment. Work gloves and other appropriate clothing/shoes shall be worn. Contractor's personnel shall be appropriately trained to prevent flying debris from striking people and vehicles.

BID FORM

PROPOSAL IDENTIFICATION: "BID 2021 - 01 - MOWING"

THIS BID IS SUBMITTED TO: Galveston County W.C.ID. #1
2320 Falco St.
Dickinson, Texas 77539

1. The undersigned Bidder proposes and agrees, if this bid is accepted, to enter into an agreement with Owner to furnish the product as specified or indicated in the Contract Documents for the Contract Price indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement and Invitation to Bid, Specifications, and instructions to Bidders. This Bid will remain subject to acceptance for sixty (60) days after the day of bid opening. Bidder will sign and submit the Agreement within ten (10) days after the date of Owner's Notice of Award.
3. In submitting this Bid, Bidder represents, as more fully set in forth in the Agreement, that:

- A. Bidder has examined copies of the Bidding Documents and of the following Addenda, if any, (receipt of which is hereby acknowledged):

Addenda: _____

Date _____ Signature _____

- B. Bidder has familiarized itself with the nature and extend of the Contract Documents, and all local conditions and Laws and Regulations that in any manner may affect cost, of fulfilling the terms of agreement.
 - C. Bidder has given the owner written notice of all conflict, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by the Owner is acceptable to Bidder.
 - D. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or titles of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other bidder or over owner.
4. It is understood that Galveston County WCID #1 reserves the right to reject any and all bids and to waive any informality in bids received.

5. Communications concerning this bid shall be addressed to:

Darrell Hartwick
4900 Nebraska
Dickinson, Texas 77539
dhartwick@wcid1.com
281.534.8350

6. Bidder will adhere to the following mowing schedule:

APPROXIMATELY 20 VISITS/CUT PER YEAR

NOTE: contractor will be expected to initiate mowing schedule within 3 weeks of award of bid.

| Month | Times per mowing |
|-----------|------------------|
| January | 1 |
| February | 1 |
| March | 2 |
| April | 2 |
| May | 2 |
| June | 2 |
| July | 2 |
| August | 2 |
| September | 2 |
| October | 2 |
| November | 1 |
| December | 1 |

BID SUBMITTAL FORM
Galveston County W.C.I.D. #1

| Number of Cuts/Year (One Cut includes all sites) | Cost per Cut | Annual Cost |
|---|---------------------|--------------------|
| 20 | \$ _____ | \$ _____ |

BIDDER:

Company _____ Date: _____

Signature: _____ Printed Name: _____

Title: _____

Address: _____

City, State, & Zip: _____

Telephone _____ Email address: _____

Emergency_24-hour phone number _____

7. Bidder shall complete the attached **References Form**

ATTACHMENT 1

REFERENCES

Each Bidder is to provide a minimum of three (3) verifiable commercial business references in which the Bidder has performed work.

Company Name: _____

Address: _____

Contact Person: _____

Telephone Number: _____

Company Name: _____

Address: _____

Contact Person: _____

Telephone Number: _____

Company Name: _____

Address: _____

Contact Person: _____

Telephone Number: _____