



City of Bevil Oaks

March 18, 2019

Gentlemen,

You are invited to submit a proposal to furnish grass cutting services to the City of Bevil Oaks, TX. Bid documents can be viewed and downloaded at www.CityofBevilOaks.com bevilocks.com or a bid package can be picked up at city hall. In addition to this invitation, a notification has been placed on the city's Facebook page as well.

You are required to make arrangements for a site visit prior to the bid date in order for your bid to be considered. All bids will be treated as confidential until the bids are opened in public at **2:00PM** on **April 9, 2019**. After the bids have been opened, the city will provide a tabulation of the bids to each bidder should they request one.

Please contact Danny Fruge, City Representative for Grounds or the Mayor, with the city to set up a site visit. We look forward to your proposal; if you decide not to quote, please give us call and let us know.

Thank you for your consideration in this matter.

Danny Fruge
City Representative for Grounds
City of Bevil Oaks, TX
409.753.2126

INVITATION TO BIDDERS

for

MOWING CONTRACT

Sealed bids addressed to the City of Bevil Oaks, TX, City Representative for Grounds, will be received until 2:00PM on April 9, 2019 for mowing of the City Right of Ways and other areas as described in the specifications within the city limits of Bevil Oaks, TX.

Bids will be received at City Hall located at 13560 River Oaks Boulevard in Bevil Oaks until 2:00 pm on April 9, 2019 at which time they will be read aloud. Interested bidders will be furnished a bid tabulation upon request at a later date.

The contract documents, including the specifications, are on file, and may be viewed online at www.cityofbevioloaks.com. They can be downloaded or a complete bid package can be obtained at City Hall. A formal pre-bid conference will not be held. It is the responsibility of each bidder to contact and make arrangements for a site visit by contacting Danny Fruge, the current City Representative for Grounds, or the Mayor, at 409.753.2126 prior to the bid date.

A SITE VISIT IS MANDATORY AND IS A PREREQUISITE TO A BIDDER BEING AWARDED THE BID.

Each bid must include a copy of the contractors General Liability Insurance Certificate (a sample certificate indicating coverage for the bid will be adequate for bidding purposes) in an amount no less than \$1,000,000 and must name the City of Bevil Oaks, TX as Certificate Holder. It must also include a 30 day notice of cancellation. In addition, each bidder must have a Workers Compensation Policy. Before a contract can be entered into with the successful bidder, an insurance certificate indicating the required coverages must be provide to the city. In accordance with Texas State Law, including Local Government Code Chapter 176, each **BIDDER MUST COMPLETE AND SUBMIT WITH THEIR BID A COPY OF THE VENDOR'S CONFLICT OF INTEREST QUESTIONNAIRE SHOWN IN EXHIBIT "A"**. **NOTE to BIDDERS:** In item #1, the term "*Local Government Entity*" refers to the City of

Bevil Oaks. If you answer NONE to this question, then all you need do is sign and date the form. Otherwise, you must fill out as instructed. In addition, a sample contract has been included for your review.

Eligibility of bidders is restricted in accordance with **Resolution #2018-0830** Titled **Resolution on Officials and Employees Doing Business with the City of Bevil Oaks** passed August 30, 2018. A copy of that resolution is included in this packet for your review. **A Bidders Check List** has been included for your convenience as well.

The right is reserved by the City, and its interest may require, to accept or reject any and all bids, and to waive any formality in the bids received. In case of ambiguity or lack of clearness in stating the price in any BID, the City reserves the right to consider the most advantageous BID thereof or reject the BID.

Rebecca M. Ford, Mayor
City of Bevil Oaks, TX




Resolution # 2018-0830- E

Ethics Resolution on Officials and Employees Doing Business with the City of Bevil Oaks

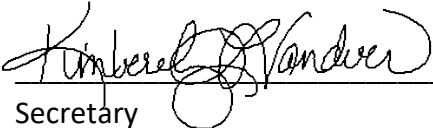
No current or former elected official, appointed official, city employees or immediate family thereof whether individually or as an employee of a contracted business-- can conduct business with the City of Bevil Oaks (hereafter "City"). Business includes purchasing real or personal property from the City, contracts for services with the City and selling property, goods or services to the City. For city employees, this does not include services performed within the scope of their employment with the City. Immediate family members are defined as mother, father, son, daughter, brother, sister, spouse, or intimate partner.

Passed at a City Council meeting on the **30th of August, 2018.**



Mayor

Attested:



Secretary

2019 Mowing Specifications

BASE BID REQUIREMENTS- BID ITEM 1

In general, mow from the edge of the street up to the tree line or the fence line of the right of way including trash removal and weed eating around sign post and culverts along the areas being cut. Mow the grounds at the civic center and LaRousse Park (**item#12**), fire station (**#14**), gutted out city hall building located at 7525 Sweetgum Rd (**#14**), around the basketball court as well as around the temporary city hall and to the west around the new playground (**item # 14**) currently being cut at this time. Mow up to the very edge of the DD6 ditch that runs along the edge of the property from the old gutted out city hall all the way over to River Bend Drive. In steep or deep ditches, it is not required to weed eat same. At this time, no weed killer is to be used without the written consent or direction from the City Representative for Grounds or the Mayor.

It is anticipated that mowing will begin around the middle of April. Based on a schedule of cutting every two weeks up until mid-November, mowing would occur about 17 times, more or less depending on weather. This is not to be considered a guarantee of times to be cut but rather an indication of the amount of possible cuts. During periods of heavy rain or extreme drought conditions, it may be necessary to delay mowing causing the number of cuts to be less. The Chairman of the Roads & Drainage will determine whether to delay cutting or, if heavy growth should occur, to increase the mowing frequency as well as decide when to end the mowing season. Once a date has been determined to end the mowing season, the Chairman will notify the contractor that cutting for the rest of the year is now finished. The Chairman will also decide when the mowing season will start the following year. The term of this contract will be for three years. If for any reason either party decides to terminate this contract, a 30 day notice must be given in writing stating so. Also, if at any time during this contract, the contractor allows his insurance to lapse or fails to provide proof of insurance, this contract will be terminated as soon as the City becomes aware that coverage has lapsed or been canceled.

At all times the contractor is to remain in the public right-of-way and to take all reasonable precautions against entry on to private property. No directions below are meant to indicate otherwise.

SPECIFIED STREETS ARE: (SEE HIGHLIGHTED AND NUMBERED MAP)

River Bend Dr.: **(1)** Starting at Hwy 105 and going North, mow the triangular area on the south east side of the street. **(2)** Then, starting at the right-of-way of Hwy 105, mow up to the tree line along the west side of the street all the way to the south property line of the house located on the south side of the pipeline ROW at River Oaks Blvd. **(3)** Move north and resume cutting

from the DD6 drainage ditch on the west side of Riverbend north to the property at the corner of Mosshill & Riverbend. **(4)** Then, mow north on the east side of River Bend from the property line of 7140 River Bend along the undeveloped area to the first house on pilings. **(5)** Then back to HWY 105, starting at the northeast corner of River Bend and River Oaks Blvd, mow north to the corner of Mosshill and River Bend.

River Oaks Blvd: **(6)** Starting at the intersection of River oaks Blvd & River Bend Dr, mow up to the tree line on the north side of the Blvd. east to the intersection with Sweetgum drive. **(7)** Then, continuing east on the grassy area between the two streets to the DD6 ditch that runs north/south. **(8)** Starting at Sweetgum and going west to the intersection with River Bend Dr, mow the grassy area on top of the pipeline ROW from the edge of River Oaks Blvd to the property lines on the south side of the ROW. Continue across River Bend westward and cut inside the U-shaped drive around the pipeline ROW but not all the way to the end at the chain link fence line farther to the west.

Sweet Gum: **(9)** Starting at Hwy 105 going north on the west side of Sweetgum, mow up to the shrubbery or fence line from the highway to the north east corner of the old trailer park. **(10)** Then, back to Hwy 105 on the east side of Sweetgum, mow the corner from the highway to the old bulletin board metal frame (currently holds banner regarding Hawk Country) continuing north to the end of the chain-link fence at the end of the first piece of private property. Back to the intersection of 105 & Sweetgum, mow the ditch along 105 in front of the corner property up to where the driveway was removed going east.

(11) On the east side of Sweetgum from the northwest corner of 7140 Sweetgum, mow up to ditch to the intersection of Blackgum-turn east on Blackgum and mow along the vacant lot to the ditch at the end of the wooded area.

(12) At the old Civic Center located at 7390 Sweetgum, mow from the street to the park fence line and all around the park as well as the Civic Center. Weed flower beds by the fence and fertilize and weedeat around the building and trees, etc.

(13) Davida: Mow up to the tree line in front of the undeveloped lot starting at the back property line of the corner property at 13345 Davida east the distance of the wooded lot.

(14) Sweetgum/River Oaks Blvd: Mow the area that is bounded by the DD6 ditch to the north, Sweetgum to the east, River Oaks Blvd. to the south and River Bend Dr. to the west. Included in this area is the old gutted out City Hall, the basketball court, the fire station, the temporary city hall mobile office and the new park to the west of the city hall, then westward to the wooded area and then around the corner between the wooded area and the DD6 ditch. Weed the flower beds and trim or shape the plants in the beds around the fire station and edge and

weedeat around the buildings. (The old City Hall building will not be in use again. Therefore removal of the flower beds are to be done during the first cut.)

(15) Starting at the intersection of Capital & Sweetgum on the west side of Sweetgum, mow the undeveloped or wooded area north to the corner property at Mosshill and Sweetgum.

(16) Sweetgum: On the west side of Sweetgum at the intersection of Alaskan Dr, mow all of the property inside the fenced area as well as the outside of the fence around the Water Plant. Behind the fenced area are two small fenced enclosures; weed eat inside of these areas also.

(17) On the west side of Sweetgum just north of the intersection with Thousand Oaks, mow the area in front of the wooded property (undeveloped area).

(18) Shipley: Starting at the gate to the old sewer plant on the west side of Shipley, mow south in front of the wooded area. Then starting at the gate going north, mow both sides of the road up to the tree line all the way to the fence of the old sewer plant. **(19)** Cut inside the yellow highlighted area of the old sewer plant but **DO NOT CUT** the area highlighted in green around the top of the pond. The fence lines around the old sewer plant as well as around the pond are to be sprayed with weed poison 3 times per season about 12" inside and outside of the fence line. This is the **ONLY** area at this time that can be sprayed with weed poison.

(19) Inwood: Mow up to the tree line from the southeast property line of 13330 Inwood east around the cul-de-sac and down the south side of Inwood west to the east property line of 13325 Inwood. Weedeat the fence line at the end of the cul-de-sac.

(20) River Road: From the corner of Mosshill and River Road on the west side of River Road, cut up to the tree line along the wooded area to the first property just north of the DD6 ditch (7765 River Road). **(21)** Starting at the north property line of 7740 River Road on the east side, mow going north in front of the wooded area to the DD6 ditch and then continuing north to the north property line of 7750 River Road.

LIFT STATION ENCLOSURES: #22, 23, 24. Mow inside and weedeat fence line of 3 sewer lift station fenced enclosures located at the west end of Rolling Hills, the east end of River Oaks Blvd and on the west side of River Bend Dr. about a quarter mile south of the intersection with River Oaks Blvd.

Items #1 thru #23 described above will be the basis of the BASE BID- BID ITEM 1 located on the bid sheet.

BID ITEM #2

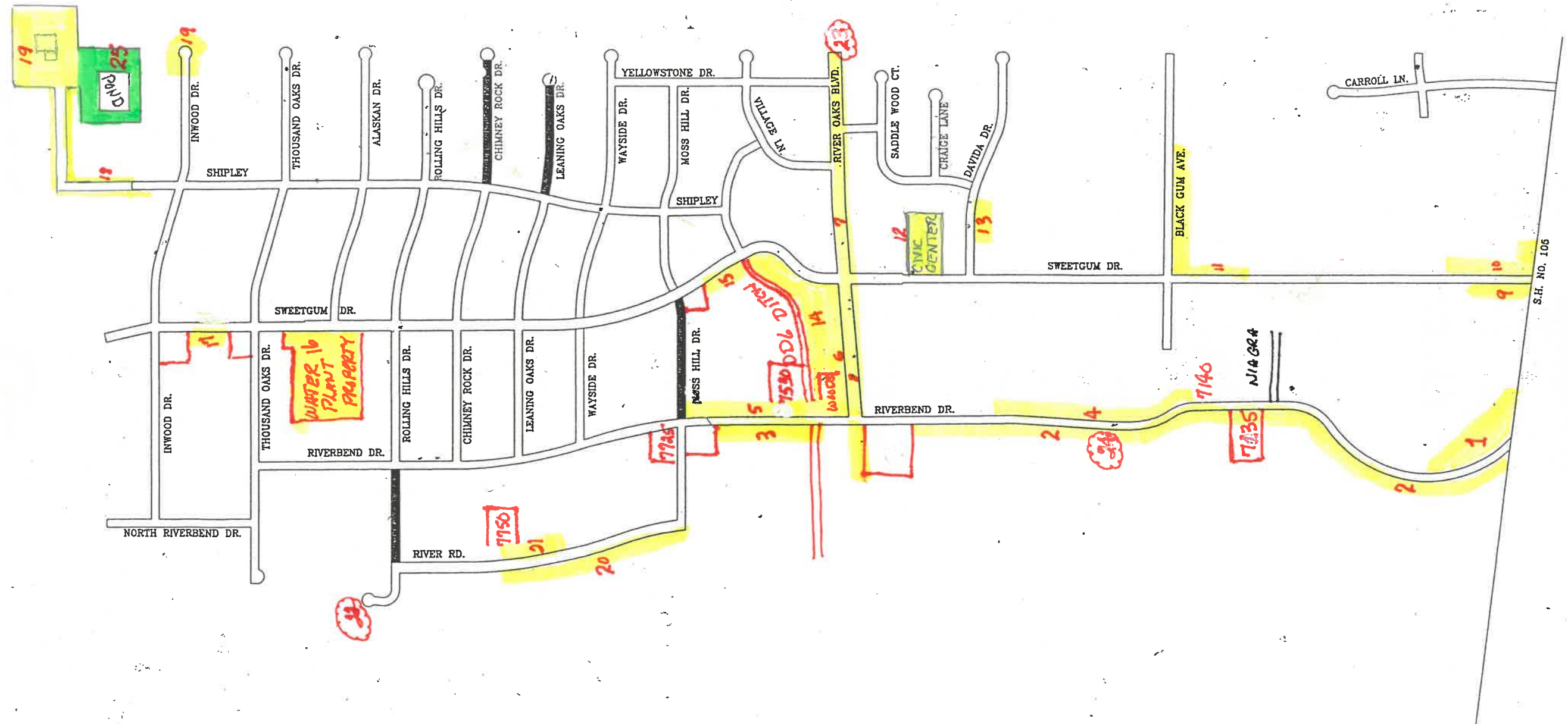
Currently, we have 4 FEMA Buyout properties that we would like to have cut on a once a month basis. These properties are: 7135 River Bend Dr, 7530 River Bend Dr, 7725 River Bend Dr, and 7750 River Road. If there are areas of these properties that are too wet to cut when they are mowed, then please plan on weed eating the wet areas in lieu of cutting with a mower. The only property that this is *likely* to occur at is 7725 River Bend Dr. Please bid each address separately in case the need should arise to cut less than all 4 at one time.

BID ITEM #3

(25) Mow the area highlighted in green around the **TOP** of the pond or holding basin. **DO NOT** include mowing the banks or the slopes of the pond in this price. This area will be cut on an “as needed” basis at the direction of the City Representative for Grounds or the Mayor. The frequency will depend on weather related factors and will be cut on a 6 to 8 week interval.

BID ITEM #4

Mow the banks or the slope of the pond (#25) at the direction of the City Representative for Grounds or the Mayor. This will be cut approximately 2 to 3 times per season, as determined by the City.



19

18

19

INWOOD DR.

SHIPLEY

THOUSAND OAKS DR.

ALASKAN DR.

ROLLING HILLS DR.

CHIMNEY ROCK DR.

LEANING OAKS DR.

YELLOWSTONE DR.

WAYSIDE DR.

MOSS HILL DR.

VILLAGE LN.

RIVER OAKS BLVD.

SADDLE WOOD CT.

CRAIG LANE

DAVIDA DR.

CARROLL LN.

SWEETGUM DR.

INWOOD DR.

THOUSAND OAKS DR.

RIVERBEND DR.

ROLLING HILLS DR.

CHIMNEY ROCK DR.

LEANING OAKS DR.

WAYSIDE DR.

MOSS HILL DR.

RIVERBEND DR.

NORTH RIVERBEND DR.

RIVER RD.

BLACK GUM AVE.

S.H. NO. 106

WATER PLANT PROPERTY

CIVIC CENTER

N/A GR 4

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.
This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person 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 person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.
A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person 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 the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Date

MOWING CONTRACT

THE STATE OF TEXAS
COUNTY OF JEFFERSON

§
§ KNOW ALL MEN BY THESE PRESENTS:
§

This contract is entered into this _____ day of _____, _____, by and between _____, whose address is _____ (the “Contractor”) and City of Bevil Oaks, Texas (the “City”), acting by and through its duly authorized officers and pursuant to resolution authorizing the execution of this contract by its City Council, upon the terms and conditions set forth herein.

I.

This agreement shall become effective on the _____ day of _____, _____, and will continue in effect until the services provided for herein have been performed or until termination as provided herein and/or in accordance with the specifications for Mowing attached as Exhibit A and incorporated herein by reference.

II.

Contractor agrees to perform Mowing Services for City in accordance with the Specifications for Mowing and Contractor’s Bid attached as Exhibits A and B and incorporated herein by reference.

III.

The City shall not supervise, direct or have control or authority over, nor be responsible for, Contractor’s means, methods, techniques, sequences or procedures of work or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the furnishing or performance of the Work. City will not be

responsible for Contractor's failure to perform or furnish the Work in accordance with the Contract Documents.

IV.

TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR EXPRESSLY AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, ATTORNEYS AND EMPLOYEES AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES AND EXPERT FEES ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF THE WORK OF THE CONTRACTOR ATTRIBUTABLE TO PERSONAL INJURY, DEATH, PROPERTY DAMAGE ENVIRONMENTAL DAMAGE AND ECONOMIC LOSS CAUSED BY NEGLIGENT ACTS OR OMISSIONS OF THE CONTRACTOR OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY IT OR ANYONE WHOSE ACTS FOR WHICH THEY MAY BE LIABLE, IF SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY CONTRACTOR. CONTRACTOR IS NOT RESPONSIBLE TO DEFEND, INDEMNIFY AND HOLD HARMLESS FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES THAT ARE SOLELY CAUSED BY THE CITY.

CONTRACTOR HEREBY ACKNOWLEDGES THAT HE AND HIS AGENTS, SERVANTS AND EMPLOYEES WILL BE ENGAGING IN WORK FOR THE CITY ON PROPERTY THAT IS SLOPED AND THAT MAY CONTAIN HOLES, DITCHES, LOOSE OR MUDDY DIRT OR GRAVEL, OBVIOUS AND LATENT DEFECTS AND OTHER IRREGULARITIES. CONTRACTOR HEREBY FURTHER ACKNOWLEDGES THAT CERTAIN CONDITIONS SUCH AS RAIN OR OTHER WEATHER-RELATED CONDITIONS MAY MAKE THE WORK UNSAFE BECAUSE SAID CONDITIONS MAY CAUSE SLOPE FAILURES, SLIPPERY OR MUDDY CONDITIONS ON GRASS OR BARE DIRT. CONTRACTOR HEREBY FURTHER ACKNOWLEDGES THAT CONTRACTOR, HIS AGENTS, SERVANTS AND EMPLOYEES SHALL BE THE SOLE JUDGES OF WHETHER OR NOT IT IS SAFE TO PROCEED WITH THE WORK. THEREFORE, IN EXCHANGE FOR THE CONSIDERATION PAID TO CONTRACTOR BY THE CITY FOR CONTRACTOR'S SERVICES, CONTRACTOR HEREBY FOREVER RELEASES CITY FROM ANY AND ALL NEGLIGENCE OR OTHER CLAIMS OF DAMAGES TO CONTRACTOR, HIS AGENTS, SERVANTS AND EMPLOYEES, INCLUDING BUT NOT LIMITED TO, PROPERTY DAMAGES, PERSONAL INJURY DAMAGES, AND DELAY, DISRUPTION OR LOSS OF INCOME DAMAGES.

Contractor Initials

The Contractor shall maintain in force during the term of this contract the necessary insurance policies to meet all requirements as indicated in its Bid. The Contractor shall furnish to the City—**before the commencement of any work**—Certificates as proof of such insurance coverage. The Certificate shall include the City as an additional named insured. The Contractor shall notify the City immediately upon cessation or alteration of the insurance coverage.

VI.

This contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Jefferson County, Texas.

VII.

Any notice to be given hereunder by any party to the other shall be in writing and may be effected by personal delivery or by United States mail. Notice to the Contractor and the City shall be sufficient if addressed as follows:

City

City of Bevil Oaks, c/o its Attorney, The Heartfield Law Firm
2195 Dowlen Road
Beaumont, Texas 77706

Contractor

VIII.

Should the City at any time become dissatisfied with the Contractor's performance under this agreement or should environmental conditions necessitate, the City may terminate this agreement after ten (10) days by giving notice in writing to the Contractor. If this contract is terminated, Contractor will only be entitled to payment for time and service actually provided and

approved by the City. The City shall be the sole judge as to whether the performance of the Contractor is satisfactory or whether the environmental conditions affecting the City's property require termination.

IX.

No assignment of this agreement or any duties or obligation or performance hereunder shall be made in whole or in part by the Contractor without the prior written consent of the City.

IN WITNESS WHEREOF, the parties hereto, acting under the authority of their respective corporate and public entities have caused this agreement to be executed in multiple copies on the date and year first above written.

CITY OF BEVIL OAKS, TEXAS

By: _____
Rebecca Ford, Mayor

ATTEST:

Secretary

Typed or Printed Name of Contractor

By: _____

(Typed or Printed Name)

(Typed or Printed Title)

ATTEST:

(Typed or Printed Title)

CITY OF BEVIL OAKS, TX
13560 River Oaks Blvd
Beaumont, TX 77713
Phone: 409.753.1475
www.CityofBevilOaks.com

BIDDER INFORMATION AND QUESTIONNAIRE

Name of Bidder: _____

Address: _____

Contact #'s: Business: _____ Cellular#: _____ Fax#: _____

Insurance Company Name: _____

Agent's Name: _____ Phone#: _____

Copy of Insurance Policy MUST be attached to application.

Number of Years in Business: _____

Has bidder provided goods and services to the City of Bevil Oaks in the past?

Yes _____ No _____ If "Yes," when and what goods or services were provided?

Will bidder's company exclusively supply goods or services for this project?

Yes _____ No _____ If "No," how many and what type of subcontractors will be used?

Number: _____ Type: _____

Date of Bid: _____ Date Received by City: _____

Signature of Authorized Bidder

Signature of City Official or City Clerk

BID FORM FOR 2019 MOWING CONTRACT

City of Bevil Oaks, Texas

BIDDER _____

BASE BID Items #1 -#23 based on mowing twice monthly

PRICE PER CUT...\$ _____

BID ITEM #2...Cut 4 FEMA buyout properties once per month

PRICE PER CUT...7135 River Bend Dr.....\$ _____

7530 River Bend Dr.....\$ _____

7725 River Bend Dr.....\$ _____

7750 River Road.....\$ _____

BID ITEM #3...Cut top of pond highlighted in green as directed

PRICE PER CUT...\$ _____

BID ITEM #4...Mow the banks or slopes of the pond as directed

PRICE PER CUT...\$ _____

AUTHORIZED BIDDER SIGNATURE _____ date _____

SIGNATURE OF CITY OFFICIAL _____ date _____

BIDDERS CHECK LIST for
2019 MOWING CONTRACT
City of BEVIL OAKS, TX

In order for your bid to be considered, the following items **MUST** be included with your bid to be considered:

- 1) Bidders Information and Questionnaire
- 2) Conflict of Interest Questionnaire
- 3) Sample Insurance Certificate showing coverages for General Liability and Workers Comp Insurance.
- 4) Bid form with **ALL** categories filled out.
- 5) All forms **Must** be signed where indicated by the bidder.

Failure to provide all of the above information will disqualify bidder from being considered for this contract.