

CITY OF BEDFORD



REQUEST FOR BIDS

The City of Bedford is soliciting sealed bids for City Wide Mowing Services.

The sealed proposals are for mowing services including but not limited to: Rights-Of-Way, Medians, City Facilities, Unimproved Land / Misc., Well Lots, Drainage Areas, and Special Areas. The bid for services will be from, October 1, 2016 thru September 30, 2017. All extensions of the contract will be from October 1, thru September 30 of the following year and all proceeding years.

The successful Bidder shall agree to provide the City with the specific material or service as outlined in the Request for Cost specifications.

Designate on the front, lower, left hand corner of your response envelope, the following:

Subject: City Wide Mowing Services

Bid Reference Number: CWMS-03-16

Bid Closing Time: March 29, 2016 at 10:00 a.m.

Location: City of Bedford
City Hall Council Chambers
2000 Forest Ridge Drive,
Bedford, Texas 76021

For Convenience at Bid Opening, Enter Quote on this Cover Page and Include in Sealed Response Envelope **(Do Not Place Quoted Prices on the Outside of the Envelope):**

Total Cost of Bid for full year of service:

City Rights-of-Way, City Medians, City Facilities, Well Lots, Unimproved Land / Misc., Drainage Areas

Total Cost: \$_____

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Bidders Check List

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INSTRUCTIONS TO BIDDERS

1. BID SUBMISSION ADDRESS AND DEADLINE

Completed bids will be received in the **Office of the City Secretary at 2000 Forest Ridge Drive, Building A, Bedford, Texas 76021** until the bid submission deadline 10:00 am on March 29, 2016 as stated on the cover page. Bid responses received after the closing time and date will be returned to the sender unopened. Bids will be opened and read promptly at 10:00 am on March 29, 2016 at the City of Bedford Council Chambers at 2000 Forest Ridge Drive, Bedford, Texas 76021

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. 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.

3. DEVIATIONS BETWEEN BID SPECIFICATIONS AND DELIVERED ITEM (S)

Prior to acceptance of the quoted commodity, the City reserves the right to perform a visual inspection and physical demonstration to verify compliance with all bid specifications and operational requirements. Should the commodity fail to meet the specifications of the bid, the successful Bidder agrees that the City may elect to do any of one of the following:

A. Reject the bid and void the purchase as to any and all items so bid.

B. Require specific performance by the successful Bidder at no additional cost to the City.

4. SAMPLES

Samples of items, when required, must be furnished free, and, if the Bidder has not requested the return of the samples within 30 days from the bid opening date, the samples may be disposed of by the City.

5. ALTERING BIDS

Bids cannot be altered, amended or withdrawn by the Bidder after the bid-opening deadline. Any interlineation, alteration, or erasure made before this deadline, must be initialed by the signer of the bid, guaranteeing authenticity.

6. BID WITHDRAWAL OR REJECTION

The City reserves the right to withdraw the request for bids for any reason or to reject any or all bids or parts of all of any specific bid or bids. The City further reserves the right to accept part or all of any specific bid or bids, and to accept any bid or bids with or without trade-in. The City reserves the right to waive informalities in bidding.

- 7. LATE BIDS**
The City of Bedford is not responsible for lateness or non-delivery of mail, carrier, etc. to the City, and the time and date recorded in the Purchasing Office shall be the official time of receipt.
- 8. PRICES HELD FIRM**
All prices quoted by the Bidder will remain firm for a minimum of 90 days from the date of the bid unless otherwise specified by the City or Bidder.
- 9. EXCESS OR INCORRECT COMMODITIES**
Materials delivered in error or in excess of the quantity ordered may, at the Purchaser's option, be returned at the Bidder's expense.
- 10. PACKING, CRATING AND CARTAGE**
The cost of all-special packing, boxing, crating, or cartage shall be included in the pricing specified on the response unless otherwise specifically stated in the City's request. All packing, crating, or other debris resulting from the deliver or set-up of the commodity purchased shall be removed and properly disposed of by the successful Bidder.
- 11. DESTINATION CHARGES**
All products offered shall be bid F.O.B., final destination, as designated, with all delivery charges to be prepaid by the successful Bidder. The City does not accept C.O.D. or collect shipments.
- 12. TITLE/RISK OF LOSS**
The title and risk of loss of the goods shall not pass to the City until the City actually receives, takes possession, and accepts the goods at the point of delivery.
- 13. IDENTICAL BIDS**
In the event of two or more identical low bids, the agreement will be awarded as prescribed by Chapter 271, Subchapter Z, Section 271.901 of Vernon's Texas Codes Annotated.
- 14. DELIVERY DATE AND LOCATION**
The Bidder shall provide in the "Authority to Quote" section the maximum number of days to deliver the product after receipt of the City's order. This date may determine the award. If the successful Bidder accepts the City's order, but does not deliver in the promised time, fees for delay may be assessed beginning on the first day following the promised delivery date.
- 15. DEVIATION FROM SPECIFICATIONS**
Any deviations from specifications and alternate bids must be clearly shown with complete information provided by the Bidder. They may or may not be considered by the City.

16. UNIT PRICES AND EXTENSIONS

If unit prices and their extensions do not coincide, the City may accept the bid for the lesser amount.

17. WARRANTY

Guarantees and warranties should be attached as a part of the bid as they may be a consideration in making the award.

18. TERMINATION OF AGREEMENT

The City reserves the right to terminate this agreement with ten- (10) day's written notice if the successful Bidder fails to perform in a manner deemed acceptable to the City. Upon delivery of such notice by the City to the successful Bidder, the successful Bidder shall discontinue all services in connection with the performance of this agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such order or contracts are chargeable to this agreement. As soon as practicable after receipt of notice of termination, the Bidder shall submit a statement to the City for payment of that portion of agreement successfully performed.

19. PRICE DECLINE

Should there be a decline in the market price of the commodities provided during this agreement, then the City shall have the benefit of such decline.

20. ASSIGNMENT

The successful Bidder's rights and duties awarded by the agreement may not be assigned to another without written consent of the City signed by the City's authorized agent. Such consent shall not relieve the assignor of the liability in the event of default by the assignee.

21. 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 City.

22. SELECTION OF BIDDER

The City reserves the right to select a bid based on previous or current performance of other similar projects by the bidder. If the City has documented poor performance or if quality of the finished product was sub-standard, the City at anytime may reject that bidder's submittal.

23. CHANGE ORDERS

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

24. MODIFICATIONS AND AMENDMENTS

The City shall have the right to modify the specifications prior to the bid submission deadline and will endeavor to notify all potential Bidders that have received a copy of the bid specifications, but failure to notify shall impose no obligation or liability on the City.

25. LIENS

The successful Bidder agrees to and shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods and services which may be provided under the City's request, by seller or seller's vendor(s) and if the City requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City.

26. PATENT INDEMNITY

The successful Bidder hereby warrants that the use or sale of the products and materials delivered hereunder will not infringe on the rights of any patent, copyright, or registered trademark, covering such materials and the successful Bidder agrees to indemnify and hold harmless the City for any and all costs, expenses, judgements, and damages which the City may have to pay or incur.

27. GRATUITIES/BRIBES

The City may, by written notice to the successful Bidder, cancel this agreement without liability to the successful Bidder if it is determined by the City that gratuities or bribes in the form of entertainment, gifts, or otherwise, were offered or given by the successful Bidder, or its agent or representative to any City officer, employee or elected representative with respect to the performance of the agreement. In addition, the successful Bidder may be subject to penalties stated in Title 8 of the Texas Penal Code.

28. RESPONSE FORM TO BE USED

The bid quote must be submitted on the form provided.

29. SPECIAL TOOLS

In the event that special tools are required for routine maintenance or to provide access to compartment areas, the successful Bidder shall furnish these tools at no cost to the City.

30. OPERATIONAL MANUALS

If requested by the City, the Bidder shall provide a complete set of operational instructions and descriptive literature for proper evaluation of the product quoted.

31. MATERIAL SAFETY DATA SHEETS (MSDS)

Each bid shall include a MSDS for the product quoted, if applicable.

32. EMPLOYEE TRAINING

The successful Bidder shall provide on-site (or classroom, if applicable) instruction to the designated City employee(s) as required to safely operate and maintain the item purchased. This instruction shall be at no additional cost to the City.

33. PAYMENT

Payment to the successful Bidder will be as a lump sum payment after satisfactory receipt of the product, as determined by the City, and receipt of invoice or other billing instrument used by the successful Bidder. The City is exempt from Federal Excise and State Sales Tax; therefore, tax must not be included in the bid price. All prices quoted shall include all charges, including delivery and set-up fees.

34. BRAND or Manufacturer's REFERENCE

The City of Bedford has no specific preference to a brand name or manufacturer for the product specified providing that it meets or exceeds the quality defined in "Specifications".

35. REFERENCES

Each Bidder is to provide a minimum of Three (3) verifiable references in which the Bidder has sold this or a similar product. List the references on Attachment I.

36. AWARD OF BID:

The City reserves the right to select the bidder that most represents the best value to the interests of the City of Bedford. In that regard, the City's evaluation of each bid shall include not only the dollar amount of each bid, but will also include an assessment of each bidder's capacity to perform. In this regard, the City shall evaluate prior work performance through the checking of references, and an evaluation of the equipment and manpower information provided by the bidder in the submittal bid.

After taking all of the above factors into consideration, the City reserves the right to take one of the following actions:

- Reject any and all bids
- Award portions of the contract to more than one Contractor
- Award the entire contract to the lowest responsible bidder.

37. SPECIFICATION CLARIFICATION

For clarification of these specifications, call Don Henderson, Parks Superintendent, at (817) 952-2308.

BONDS, INSURANCE and INDEMNITY

PERFORMANCE, PAYMENT, AND MAINTENANCE BONDS

The successful bidder must furnish a performance bond with the appropriate "powers of attorney" in the amount of one hundred percent (100%) of the contract total maximum price from a corporate surety authorized (licensed) by the State of Texas and acceptable to the City.

INSURANCE

The successful Bidder shall meet the minimum Texas State Financial Responsibility Act requirements for the operation of vehicle(s) used in the delivery of the item(s) purchased by the City.

INDEMNITY

The successful Bidder agrees to defend, indemnify, and hold the City and all of its officers, agent, employees, and elected officials whole and harmless against any and all claims for damages, costs, and expenses of persons or property that may arise out of, or be occasioned by, or from any negligent act, or omission of the successful Bidder, or any agent, servant, or employee of the successful Bidder in the execution of performance of this agreement, without regard to whether such persons are under the direction of City agents or employees.

GENERAL PROVISIONS

INTENT:

The City of Bedford, Texas wishes to enter into a contract for the mowing maintenance of:

1. **Rights of Way (ROW)**
2. **Medians**
3. **Facilities**
4. **Unimproved Land / Misc.**
5. **Well Lots**
6. **Drainage areas**
7. **Vacant Properties**

All areas to be mowed are within the corporate limits of Bedford, Texas. The specifications contained herein are designed to establish an effective, efficient and safe system of mowing maintenance.

VACANT PROPERTIES

1100 Shady Oak Ct.	1101 Shady Oak Ct.	1105 Shady Oak Ct.
1412 Donna Lane	1421 Donna Lane	
2057 Shady Brook Dr.	2061 Shady Brook Dr.	

Alternate bids

Alternate Bid # 1:

This alternate bid will be a bid to apply to the Boys Ranch Park only and will not include the ball fields. The mowing schedule will be the same as the facilities 33 times per year.

Boys Ranch Park, 2801 Forest Ridge Drive, 76021

Alternate bid 1. Total cost _____

Alternate Bid # 2:

This alternate bid will be a bid to apply to **ALL** the Parks in the city listed below including the Boys Ranch Park except the ball fields. The mowing schedule will be the same as the facilities 33 times per year.

Bedford Trails/Liner Park - Forest Ridge east to Wood Park Lane, 76021 -along power line easement.

Boys Ranch Park - 2801 Forest Ridge Drive, 76021

Brook Hollow Park – 600 Rankin, 76022

Carousel Park – 1100 Simpson Terrace, 76021

Central Park – 1200 Central Drive, 76022

Harris Ryals Park – 2700 – 2798 Cummings, 76021 - Corner of Cummings to Murphy Dr.

Monterrey Park – 1000 Block of Monterrey, 76022

Stormie Jones Park – 2500 Block of Brasher, 76021

Alternate bid 2. Total cost _____

Purpose:

These alternate bids, if approved, would help to enhance the appearance of all Parks in the City of Bedford. This is an attempt to promote a more esthetically pleasing Park.

NOTE: These alternate bids should be kept separate and **NOT** included in the total contract bid amount.

CONTACT:

Any questions regarding these specifications may be directed to Don Henderson, Parks Superintendent at (817) 952-2308, Monday through Friday between the hours of 8:00AM and 4:00PM.

GENERAL PROVISIONS:

By accepting the contract, the successful Contractor warrants that he is familiar with and understands all provisions herein and warrants that he will comply with these provisions.

CONTRACT PERIOD:

The term of this contract shall be from the date of City Council award, to September 30, 2017 and shall be comprised of only the number of mowing cycles for the months under contract, as specified elsewhere in this Contract. Prices shall be bid for the original Contract period only.

This contract can be renewed for three successive full year periods, each beginning on October 1 of succeeding years, without requiring that the Contract be re-bid, providing that each yearly renewal shall be based on:

- (a) Acceptance by the City of Bedford that the Contractor's performance during the current contract period was acceptable, or can be improved to an acceptable level, and
- (b) Contractor requested increases in contract cost are reasonable and acceptable to the City of Bedford.

After completion of the initial term of this contract, the Contractor shall submit a renewal proposal with a proposed pricing structure including all or no price changes and justification to the City, no later than April 1st for the next year of service. Proposed increases in contract costs shall not be expected to exceed the consumer price index of the Dallas/Fort Worth standard metropolitan statistical area for the previous twelve-month period. Renewal shall be at the sole discretion of the City of Bedford.

CONTRACTOR QUALIFICATONS:

Contractors submitting bids must demonstrate to the satisfaction of the City of Bedford that they possess all necessary equipment, facilities, personnel and work experience to fulfill the terms of the Contract at the time of bid submission, or be able to demonstrate that they will have the necessary equipment and personnel to be ready to proceed on the starting date of the initial contract period.

Each bid must include:

- A. A complete list of all equipment that will be used to fulfill the Contract, specifying year, make and model of machines to be used, and
- B. A minimum of three (3) references that can affirm that the Contractor has acceptably performed mowing services of similar size and complexity as is being bid under the Contract.

MOWING SERVICES TO BE PROVIDED:

Accompanying this contract for Mowing Services one (1) color-coded map that identifies each specific area to be mowed, in the six (6) categories.

- 1. Rights of Way (ROW)**
- 2. Medians**
- 3. Facilities**
- 4. Unimproved Land / Misc.**
- 5. Well Lots**
- 6. Drainage areas**
- 7. Vacant Properties**

These maps do not allege to provide an accurate measure of each specific area to be mowed, and the City does not attempt in this document to provide an estimate of the acreage of each individual site that is to be mowed. The Contractor must become familiar with each location identified on each of the accompanying color-coded map(s) and make their own evaluations as to the amount of time, equipment and effort that will be required to successfully mow each area in accordance with the terms of this contract.

MONTH	ROW	MEDIAN	FACILITIES	UNIMPROVED LAND/ MISC.	DRAINAGE AREAS
FEBRUARY	1	2	2	1	1
MARCH	2	3	3	0	0
APRIL	2 (1)	3	3	1	1
MAY	2 (1)	4	4	1	1
JUNE	2 (1)	4	4	1	1
JULY	2 (1)	4	4	1	0
AUGUST	2 (1)	4	4	1	1
SEPT.	2 (1)	4	4	1	0
OCTOBER	1	3	3	0	1
NOVEMBER	1	2	2	1	0
ANNUAL TOTAL	❖ 17	33	33	8	6

Note: Well lots and Vacant Properties will be mowed same as Facilities – 33 total
Note: Liner trail will be mowed three times a month, April through September and once in March, October and November – 21 total.

The City's objective is to have all grass areas maintained at acceptable standards at all times. With this in mind, the following schedules are provided as the City's estimate of the minimum number of times per month each category should be mowed to maintain an acceptable grass height at all times.

- ❖ All Rights-of-Way (ROW) will be mowed according to this schedule with the exception of Martin Dr., Harwood Rd., Central Dr., and Cheek Sparger. In the months indicated with (1) the areas will be mowed every TEN DAYS and not the 15 days like the rest of the Rights-of-Way.

Should any area require more frequent or less frequent mowing than are shown in the schedule above, the City of Bedford reserves the right to increase, or decrease mowing frequency of areas in the contract without penalties. The City also reserves the right to request mowing of additional areas at the hourly rate outlined in the Contractor's bid proposal. If this area is to be added to the mowing cycle, an addendum to the contract with a fixed price will be negotiated and not an hourly cost. If an area is to be deleted, in the mowing cycle, an addendum to the contract with a fixed price will be negotiated.

CONTRACTOR INVOICING PROCEDURE:

The Contractor shall provide an invoice to the City upon completion of the mowing of each Section after it has been mowed entirely. Each invoice shall include the mowing charges for that section for the month. Each mowing shall have a separate entry and one total for the month for each section. The invoices will be paid at the end of the month by the City procurement card. Invoicing procedures for special requests, or extra mowing of Contracted categories and areas will be on a separate invoice and paid at the end of the month by the City procurement card.

DEFAULT OF CONTRACT:

The Contractor is responsible for keeping the mowing schedule shown in this Contract. Should the Contractor fail to do this, the City may provide the Contractor with 48 hours notice to correct such failing performance, or the City may exercise its rights under this contract to cancel the contract in full.

CANCELLATION OF CONTRACT:

Either the City or the Contractor may terminate this contract with ten (10) days written notice.

GENERAL CONDITIONS OF CANCELLATION:

The Contractor will function under the direction of the Parks Superintendent, or his representative. Unsatisfactory performance or failure to perform under, the conditions of the contract will be grounds for cancellation.

METHODS OF OPERATION:

The Contractor's personnel shall conduct all mowing operations described in the Contract "Specifications" and the expense of all such operations shall belong to the Contractor. The Contractor shall provide his own equipment, labor, fuel and other materials necessary to complete the required work. The Contractor shall be responsible for the maintenance and repair of his own equipment and the availability, presence and supervision of his own employees.

The City of Bedford requires the Contractor to supply a competent and experienced supervisor/foreman with each work group at all times. The supervisor/foreman may be a working supervisor/foreman operating a mower or other piece of equipment. The Contractor shall not use a subcontractor to fulfill any items or conditions of this contract without prior written consent of the City.

WAIVER OF LIABILITY AND INDEMNIFICATIONS:

The Contractor shall defend, indemnify and hold harmless the City of Bedford, and each of the officers, agents, servants and employees from any and all suits, actions, claims losses and damages of any character and from all expenses incidental to the defense of such suits, actions or claims based upon, alleged to be based upon, or arising out of any injury, disease, sickness or death of any person or persons; or any damage to any property, including loss of use thereof, caused by an act or omission of the Contractor, any subcontractor, or by their offices, agents, servants, employees or any one else under the Contractor's direction or control, and arising out of, occurring in connection with, resulting from or caused by the performance of any work or services called for by the contract or from conditions created by the performance of non-performance of said work or services, but not including the sole negligence of any party herein indemnified.

CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE:

The Contractor shall not commence work until the City has approved all insurance required under the section of "General Conditions", nor shall the Contractor allow any subcontractor to commence work until all similar required insurance has been obtained and approved by the City. Such insurance shall remain fully in effect on all phases of work performed, *whether or not the work is occupied or utilized by the City*, for the entire period of the contract.

The insurance requirements shall not limit the extent of the Contractor's responsibility for payment of damages resulting from his operations under the contract.

The Contractor shall maintain for the full contract period the following types of insurance, abiding by the form, minimum limits and amounts specified, or as otherwise required in the contract documents. The Contractor shall automatically renew any policy expiring during the contract period and notify the City of such a renewal period prior to the expiration date.

A. Workman's Compensation, including Occupational Disease and Employer's Liability Insurance

The Contractor shall maintain during the entire contract period, Statutory Workmen's Compensation Insurance and Occupational Disease Disability Insurance for all employees who participate under this contract. The Contractor shall require any subcontractors to similarly provide Statutory Workman's Compensation Insurance and Occupational Disease Disability Insurance for the subcontractor's employees participating under this contract; unless such employees are protected by the Contractor's own insurance.

In the case that any employee engaged in hazardous work under the contract is not protected under the Worker's Compensation Statute, or in the case that no Workman's Compensation Statute is applicable, the Contractor shall provide, and require any subcontractor to provide adequate insurance for the protection of his employees not protected by the statute.

B. Public Liability and Property Damage Insurance (Note "Indemnity" clause hereinafter)

Before commencement of work, the Contractor shall submit to the City Representative written evidence of full Comprehensive General Liability and Property Damage Insurance for the Contractor and all subcontractors. This insurance shall be issued from a company licensed to do business in the State of Texas.

The coverage shall protect the Contractor, the City of Bedford, and each of the officers, agents and employees from claims for damages for bodily or personal injury, sickness or disease, including death; and from claims for damages to property; arising directly or indirectly out of, or in connection with, the performance of work under this contract; by the contractor or any of his subcontractors, or by anyone directly or indirectly employed

by either of them, or under the control of either of them, and the minimum amount of such insurance shall be as follows unless higher minimum amounts are otherwise required in the contract documents:

Public Liability Insurance in an amount not less than five hundred thousand dollars (\$500,000) for damages arising out of bodily injuries or personal injury, sickness or disease, or death of one person and subject to the same limit for each person; and in an amount not less than one million dollars (\$1,000,000) in any occurrence:

Any Property Damage Insurance in an amount not less than five hundred thousand dollars (\$500,000) for all damages arising out of injury to or destruction of the property of others in any occurrence with an aggregate limit in the same amount.

The Property Damage portion of this coverage shall include applicable explosion, collapse and underground exposure coverage. In addition, where Completed Operations Insurance coverage is applicable, such coverage will be maintained after completion and acceptance of the project for the full guarantee period.

C. Automobile Liability and Property Damage Insurance

Before commencement of work, the Contractor shall submit to the City Representative written evidence of Automobile Liability and Property Damage Insurance covering all owned, non-owned and hired self-propelled vehicles used in connection with this contract.

The liability limits shall not be less than five hundred thousand dollars (\$500,000) for injury or death of one person, and not less than one million dollars (\$1,000,000) in any one occurrence. Property damage limits shall not be less than five hundred thousand dollars (\$500,000) in any one occurrence.

D. Contractual Liability Coverage

All policies for liability insurance carried by the Contractor and all Subcontractors shall include a "Contractual Liability Coverage" endorsement sufficiently broad to insure the provision titled "Indemnity" hereinafter set forth.

EVIDENCE OF INSURANCE COVERAGE:

Before commencement of work, the Contractor shall submit written evidence of minimum insurance coverage's required for the Contractor and all Subcontractors. Such evidence shall be presented in the form of either:

- 1. A "Certificate of Insurance": executed by the Contractor's insurance company including such policies in force for the contract period; or**
- 2. The actual policy or policies.**

Each policy or certificate shall bear an endorsement or statement waiving the right of cancellation or reduction in coverage within ten (10) days written notice to be delivered by registered mail to the Owner.

A copy of current insurance must be on file with the City of Bedford along with renewals and cancellations. These copies must be sent to: Don Henderson, Parks Superintendent, at 2000 Forest Ridge Drive, Bedford, Texas 76021.

NON-DISCRIMINATION:

Contractor shall not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, ancestry, national origin, disability, or place of birth. Contractor shall take action to ensure that applicants are employed and treated without regard to their race, age, color, religion, sex, ancestry, national origin, disability, or place of birth. This action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship.

ADDENDUM:

The City of Bedford reserves the right to issue an addendum to the Contract prior to accepting bids for the work. Such addendum(s) shall be and are hereby made a part of these specifications. Upon receipt of the addendum(s), the Contractor shall acknowledge their receipt by listing the addendum(s) and signing in the appropriate spaces in the Proposal. A statement acknowledging receipt of each addendum identified by its number should be shown on the bid envelope.

All major changes in the scope of the contract will be made with an addendum. That addendum will be considered a permanent part of the contract. Addendums will not be required if a site is only mowed a few times. If it becomes a weekly, bi-weekly or a monthly task an addendum will be issued.

SAFETY:

All equipment used in mowing operations shall be equipped in accordance with Texas State Law. The safety of the public and the convenience of traffic shall be of prime importance.

SPECIFICATIONS

SCOPE:

The mowing of all sites shall include the mowing and trimming of all grass and weeds within each area. **The Contractor, prior to mowing, will remove all debris. The debris shredded by the contractor larger than one inch will be removed.** No separate pay item shall be allowed for litter control. Trimming around trees or shrubs and edging along concrete curbs will be performed by the Contractor using mechanical devices and/or hand labor. Weeds growing in cracks, between sidewalk and the curb, in-between the concrete pavers shall be removed by the Contractor using mechanical devices and/or hand labor. Sidewalks and other visual areas shall be swept or blown clean after each cycle. Excess clippings shall be disposed of properly and not be blown into streets and roadways.

LANDSCAPES:

All landscape projects, maintenance, and fertilizer applications, will be accomplished by the City of Bedford or a contractor authorized by the City of Bedford.

CHEMICAL APPLICATION:

Necessary chemicals will be applied by the City for special weed control.

SITE COMPLETION:

All mowing is to be done as directed by the City Representative. Each site must be completed before moving on to the next site. A site only partially mowed will not be accepted for payment.

A site is considered to be one of the seven categories, **Rights of Way (ROW), Medians, Facilities, Unimproved Land / Misc., Well lots, Drainage areas and Vacant properties.**

VERIFICATION OF WORK:

It shall be the responsibility of the City of Bedford to confirm the execution of the contract in accordance with the terms and conditions of these specifications.

The City will inspect the Contractor's performance on whatever terms, and at whatever schedule they deem necessary under the circumstances to assure themselves that performance is acceptable. All areas mowed by the contractor must be completely satisfactory to the City. Any deficiency in the Contractor's performance shall be reported in writing to the Contractor. All cited deficiencies shall be corrected by the contractor within 48 hours following notification, weather permitting.

DEFAULT:

It is essential to complete all mowing cycles within the time frame identified in the Contract. In the event these areas are not completed, the Contractor shall correct all "Failure to Perform" areas within 48 hours, weather permitting, of either a verbal or written notification by the City. In the event the Contractor fails to correct these areas, the City reserves the right to terminate the Contract.

RESPONSIBILITY FOR CITY PROPERTY DAMAGES:

The Contractor will be responsible for any damage to property during the mowing operation. The Contractor will be responsible for the replacement or repairs to but not limited to, trees, shrubs, ground covers, light posts, irrigation equipment, fences, buildings, city or personnel vehicles damaged or destroyed during the mowing operation. The Contractor must report any property damage to the City Representative immediately.

TECHNICAL SPECIFICATIONS:

All grounds shall be mowed in accordance with the following technical specifications:

RIGHTS-OF-WAY (ROW):

The mowing and trimming of rights-of-way shall extend from the edge of the roadway to 10 (ten) feet in from the edge of the roadway, unless fences or other obstructions prevent mowing to that width (see map). There are a couple of exceptions in which the area to be mowed is wider and includes drainage areas. These will be mowed in their entirety from the street/curb to the fence. Areas that are impossible to mechanically mow due to slopes or ditches must be maintained by hand. The Contractor must edge or trim the areas around trees, along the curb-line, sidewalk or street. The Contractor using mechanical devices and/or hand labor shall remove weeds (all plant material) growing in joints of the concrete between the curb and sidewalk, curb and retaining wall, sidewalk and retaining wall or street and curb and gutter. A cutting height of no more than two (2) inches is required. Clippings **must not be blown** into City streets or roadways when mowing rights-of-way.

MEDIANS:

The mowing and trimming of medians shall include the areas from inside the back of curb of all raised median surfaces (see map). Areas that are impossible to mechanically mow due to slopes or ditches or other obstructions must be maintained by hand. The Contractor must edge or trim the areas around trees, plant beds, paved areas, along the curb-line, sidewalk or street. The Contractor using mechanical devices and/or hand labor shall remove weeds (all plant material) growing in joints of the concrete pavers, between the curb and sidewalk, the curb and retaining wall, sidewalk and retaining wall or the street and curb and gutter. A cutting height of no more than

two (2) inches is required. Clippings **must not be blown** into City streets or roadways when mowing City medians.

FACILITIES:

The mowing and trimming of City buildings shall include all grassy areas at the Library, City Hall, Fire Stations, Law Enforcement Center (LEC), and The Old Bedford School Properties (see map). Areas that are impossible to mechanically mow due to slopes or ditches or other obstructions must be maintained by hand. The Contractor must edge or trim the areas around trees, plant beds, paved areas, along the curb-line, sidewalk or street, mechanical pads and buildings. The Contractor using mechanical devices and/or hand labor shall remove weeds (all plant material) growing in joints of the concrete pavers, between the curb and sidewalk, building and sidewalk, retaining wall and building, the curb and retaining wall, sidewalk and retaining wall or the street and curb and gutter. A cutting height of no more than two (2) inches is required. Clippings **must not be blown** into City streets or roadways when mowing City buildings.

UNIMPROVED LAND / MISC.

The mowing and trimming of unimproved acreage shall include all grassy areas (see map). Areas that are impossible to mechanically mow due to slopes or ditches or other obstructions must be maintained by hand. The Contractor must edge or trim the areas around trees, plant beds, paved areas, along the curb-line, sidewalk or street, mechanical pads and buildings. The Contractor using mechanical devices and/or hand labor shall remove weeds (all plant material) growing in joints of the concrete pavers, between the curb and sidewalk, fence and retaining, the curb and retaining wall, sidewalk and retaining wall or the street and curb and gutter. A cutting height of no more than two (2) inches is required. Clippings **must not be blown** into City streets or roadways when mowing unimproved land / Misc.

WELL LOTS and VACANT PROPERTIES

The mowing and trimming of well lots and vacant properties shall include all grassy areas (see map). Areas that are impossible to mechanically mow due to slopes or ditches or other obstructions must be maintained by hand. The Contractor must edge or trim the areas around trees, plant beds, paved areas, along the curb-line, sidewalk or street, mechanical pads and buildings. The Contractor using mechanical devices and/or hand labor shall remove weeds (all plant material) growing in joints of the concrete pavers, between the curb and sidewalk, fence and retaining wall, the curb and retaining wall, sidewalk and retaining wall or the street and curb and gutter. A cutting height of no more than two (2) inches is required. Clippings **must not be blown** into City streets or roadways when mowing unimproved land / Misc.

DRAINAGE AREAS:

The mowing and trimming of drainage areas shall include all unimproved grassy areas within the various City drainage easements (see map). It shall be the responsibility of the Contractor to maintain all areas from fence-line to fence-line, including all slopes and bottoms. The Contractor must trim the area around trees planted along the banks and retaining walls, fences and retaining wall, along the curb-line, sidewalk or street. The Contractor using mechanical devices and/or hand labor shall remove weeds (all plant material) growing in joints of the concrete, including the slope and bottom, between the slope and retaining wall, sidewalk and slope, and curb and slope. In unimproved drainage easements, a cutting height of no more than two (2) inches is required. Clippings **must not be blown** into City streets or roadways when mowing drainage easements.

LINER TRAILS

The mowing and trimming of Liner trails properties shall include all grassy areas (see map). Areas that are impossible to mechanically mow due to slopes or ditches or other obstructions must be maintained by hand. The Contractor must edge or trim the areas around trees, plant beds, paved areas, along the curb-line, sidewalk or street. The Contractor using mechanical devices and/or hand labor shall remove weeds (all plant material) growing in joints of the concrete pavers, between the curb and sidewalk, fence and retaining wall, the curb and retaining wall, sidewalk and retaining wall or the street and curb and gutter. A cutting height of no more than two (2) inches is required. Clippings **must not be blown** into City streets or roadways when mowing unimproved land / Misc.

SPECIAL AREAS:

The extra mowing and trimming to any of the preceding areas would be completed after being requested by the City and the contractor will be compensated at the rate submitted in the proposal. The mowing of any area other than the areas outlined in this document will be considered "Special Areas". The contractor will be compensated either by the hourly cost provided in this document or a cost negotiated between the contractor and the city. The Contractor must edge or trim the areas around trees, plant beds, paved areas, along the curb-line, sidewalk or street. The mowing specifications for these areas will follow the same technical specifications as stated above. Clippings **must not be blown** into City streets or roadways.

CLIPPINGS, DEBRIS, TRIMMINGS:

All material must be removed from the sidewalks, curbs, gutter and streets. The excess material must be either removed by the contractor or redistributed over the area it was removed from. Materials must be evenly distributed over the area. This mandate is part of the TEXAS POLLUTION DISCHARGE ELIMINATION SYSTEM, PHASE II REQUIREMENTS. No clippings, debris, trimmings are allowed to remain on the street surface.

SPECIAL PROVISIONS

OZONE ALERT DAYS:

During Ozone Alert Days, the Contractor must refrain from any mechanical mowing or trimming before the hour of 12:00 (noon). Ozone alert flags may be flown at various City buildings the evening prior to and the day of the Ozone Alert. Other forms of notification such as newsprint or television media are acceptable and preferred. It shall be the full responsibility of the Contractor to recognize these days and comply with mowing times.

SAFETY VESTS:

Contractor's personnel working in medians and on roadways shall wear safety garments (such as a vest). Care should be taken to avoid conflicts with oncoming traffic.

CITY MAPS:

Maps of the areas to be mowed are provided to assist the Contractor with boundaries of areas to be mowed. The Contractor is responsible for conducting field observations to determine exact size and bid price of areas to be mowed.

MULCHING MOWERS:

Mulching or recycling mowers shall be used at all City building facilities. The Contractor must remove excess clippings

PERSONNEL IDENTIFICATION:

All personnel will be identified either by wearing a company uniform or be provided with a picture ID, with the company Logo. The ID's must be worn at all times. In some instances the worker may be required to sign in when entering a building.

SCHEDULING & SCHEDULES:

A schedule of areas to be mowed the following week along with what had been completed the previous week will be provided to the Parks Superintendent each Monday morning. This may be hand delivered or emailed. Email would be the preferred method.

COST BREAKDOWN AND EQUIPMENT

Contractor’s Cost Breakdown – information to be provided by Contractor

(This schedule is requested so that the City can estimate the annual cost for mowing services. This schedule is not intended to, and does not commit the Contractor to providing full mowing service in future years at these prices.)

MONTH	ROW	MEDIAN	FACILITIES	UNIMPROVED LAND/ MISC.	DRAINAGE AREAS
FEBRUARY	1	2	2	1	1
MARCH	2	3	3	0	0
APRIL	2 (1)	3	3	1	1
MAY	2 (1)	4	4	1	1
JUNE	2 (1)	4	4	1	1
JULY	2 (1)	4	4	1	0
AUGUST	2 (1)	4	4	1	1
SEPT.	2 (1)	4	4	1	0
OCTOBER	1	3	3	0	1
NOVEMBER	0	2	2	1	0
ANNUAL TOTAL	❖ 17	33	33	8	6

Note: Well lots and Vacant Properties will be mowed same as Facilities – 33 total

Note: Liner trail will be mowed three times a month, April through September and once in March, October and November – 21 total.

- ❖ All Rights-of-Way (ROW) will be mowed according to this schedule with the exception of Martin Dr., Harwood Rd., Central Dr., and Cheek Sparger. In the months indicated with (1) the areas will be mowed every TEN DAYS and not the 15 days like the rest of the Rights-of-Way.

	Cost to Mow Entire Section	Number of Mowings	Total Cost
Right of Ways (ROW)	\$	17	\$
Right of Ways (1)	\$	6	\$
Medians	\$	33	\$
Facilities	\$	33	\$
Unimproved land	\$	8	\$
Drainage Areas	\$	6	\$
Well lots and Vacant Properties	\$	33	\$
Liner Trails	\$	21	\$
		TOTAL	\$

Cost estimate for Special Requests

Contractor agrees to provide additional mowing service for special requests. The cost will be based per mowing crew hour, as requested by the City of Bedford.

The cost per hour of unscheduled mowing services = \$_____per hour.

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. All tractors shall be equipped with an amber Target-Tech Strobe Light (No. 512-551-A) or equal and a *Slow Moving Vehicle* sign.

VERIFICATION OF WORK:

It shall be the responsibility of the Parks Superintendent or designee to guarantee the execution, inspection, and monitoring of the work performed by the contractor in accordance with the terms and conditions of these specifications.

AWARD OF BID:

The City reserves the right to select the bidder that most represents the best value to the interests of the City of Bedford. In that regard, the City's evaluation of each bid shall include not only the dollar amount of each bid, but will also include an assessment of each bidder's capacity to perform. In this regard, the City shall evaluate prior work performance through the checking of references, and an evaluation of the equipment and manpower information provided by the bidder in the submittal bid.

After taking all of the above factors into consideration, the City reserves the right to take one of the following actions:

Reject any and all bids.

Award portions of the contract to more than one Contractor.

Award the entire contract to the lowest responsible bidder.

RESPONSIBILITY FOR CITY PROPERTY DAMAGES:

The Contractor will be responsible for any damage done to desirable plant material, the facility or other facility property during mowing. This list is not all inclusive but includes trees, shrubs, ground covers, light post, and irrigation equipment, electrical, phone, fiber, plumbing damaged or destroyed during the mowing will be reported to the City representative immediately. The repairs to the damaged property will be at the contractor's expense. The contractor may use an outside-qualified contractor for the repairs or ask the city to make the repairs and be billed to the contractor.

CONTRACTOR QUALIFICATIONS:

Contractors submitting bids certify to the City that they possess all necessary equipment, facilities, personnel and work experience to fulfill the terms of the Contract at the time of bid submission, or that they shall have the necessary equipment and personnel and be ready to proceed on the starting date of the initial contract period.

CONTRACT TERMINATION:

A. Termination for Convenience By Owner – This contract may be terminated for convenience by the City in part or in its' entirety at any time with five (5) days written notice. The City agrees to pay the Contractor for work that has been completed and is not in dispute.

B. Termination for Convenience By Contractor - This contract may be terminated for convenience by the Contractor in its' entirety at any time with thirty (30) days written notice.

C. Termination for Default - City reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the interest of the City. City reserves the right to determine a breach of contract and reserves the right to terminate the contract in part or in its' entirety based on the performance of the contractor. Continuing non-performance of the Contractor in terms of specifications shall be basis for the termination of the contract by the City. The Contractor will be given a reasonable opportunity, as stated in this contract, before termination, to correct the deficiencies. This however, shall in no way be construed as negating the basis for termination for non-performance. City reserves the right to terminate the contract immediately for the following reasons:

1. Failure to meet schedules;
2. Failure to pay minimum wages;
3. Failure to maintain required insurance;
4. Failure to pay required taxes;
5. Failure to provide adequate supervision at the facility;
6. Failure to otherwise perform in accordance with these specifications.

NON-DISCRIMINATION:

Contractor shall not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, ancestry, national origin, disability, or place of birth. Contractor shall take action to ensure that applicants are employed and treated without regard to their race, age, color, religion, sex, ancestry, national origin, disability, or place of birth. This action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship.

ADDENDUM:

The Owner reserves the right to issue an addendum to the Contract prior to accepting bids for the work. Such addendum(s) shall be, and are hereby made a part of these specifications. Upon receipt of the addendum(s), the Contractor shall acknowledge their receipt by listing the addendum(s) and signing in the appropriate spaces in the Proposal. A statement acknowledging receipt of each addendum identified by its number should be shown on the bid envelope. The Owner also reserves the right to issue an addendum throughout the term of the Contract. Such addendum(s) shall be, and are hereby made a part of these specifications.

AFFIDAVIT AGAINST PROHIBITED ACTS

I hereby affirm that I am aware of the provisions of the Texas Penal Code Sec. 36.02, 36.08, 36.09, and 36.10, dealing with Bribery and Gifts to Public Servants. I further affirm that I will adhere to such rules and instruct and require all agents, employees, and subcontractors to do the same. I am aware that any violation of these rules subjects this agreement to one or more of the following: revocation, removal from bid lists, prohibiting future Contract/ subcontract work, revocation of permits and/or prosecution.

Signature

Date

Attest (if Contractor is a Corporation)

Date

ATTACHMENT I

Work References:

Reference Name:
Address:
Name of Contact person:
Phone No.:
Description of work and Contract amount:

Reference Name:
Address:
Name of Contact person:
Phone No.:
Description of work and Contract amount:

Reference Name:
Address:
Name of Contact person:
Phone No.:
Description of work and Contract amount:

Reference Name:
Address:
Name of Contact person:
Phone No.:
Description of work and Contract amount:

Reference Name:
Address:
Name of Contact person:
Phone No.:
Description of work and Contract amount:

ATTACHMENT II

INSURANCE

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

INSURANCE COVERAGE REQUIRED

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

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

<u>TYPE</u>	<u>AMOUNT</u>
1. Worker's Compensation and Employers Liability	Statutory \$100,000/500,000/100,000
H. Commercial General (public) Liability insurance including coverage for the following:	
a. Premises operations	Combined single limit for bodily injury and property damage of \$500,000 per occurrence or its equivalent.
b. Independent contractor's	
c. Products/completed operations	
d. Personal injury	
H. Advertising injury	
H. Contractual liability	
H. Medical payments	

3. Comprehensive Automobile

Combined single limit for bodily injury

Liability Insurance

Including property damage of \$500,000 coverage per occurrence or its equivalent, for loading and unloading hazards, for:

- a. Owned/leased vehicles
- b. Non-owned vehicles
- c. Hired vehicles

ADDITIONAL POLICY ENDORSEMENTS

The City shall be entitled, upon request, and without expense, to receive copies of the policies and all endorsements thereto and may make any reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any of such policies). Upon such request by the City, the successful Bidder shall exercise reasonable efforts to accomplish such changes in policy coverage's, and shall pay the cost thereof.

REQUIRED PROVISIONS

The successful Bidder agrees that with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, on the certificate or its attachment, the following required provisions:

- a. Name the City of Bedford and its officers, employees, and elected representatives as additional insured, (as the interest of each insured might appear) as to all applicable coverage;
- b. Provide for 30 days notice to the City for cancellation, nonrenewal, or material change;

Remove all language on the certificate of insurance indicating that the insurance company or agent/broker will endeavor to notify the City but failure to do so shall impose no obligation or liability of any kind upon the company, its agents, or representatives.

- c. Provide for notice to the City at the two addresses shown below by registered mail;
- d. The successful Bidder agrees to waive subrogation against the City of Bedford, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance;

- e. Provide that all provisions of this agreement concerning liability, duty, and standard of care, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.
- f. For coverage's that are only available with claims made policies, the required period of coverage will be determined by the following formula: Continuous coverage for the life of the agreement, plus one year (to provide coverage for the warranty period) and an extended discovery period for a minimum of 5 years which shall begin at the end of the warranty period.

NOTICES

The successful Bidder shall notify the City in the event of any change in coverage and shall give such notices not less than 30 days prior to the change, which notice must be accompanied by a replacement CERTIFICATE OF INSURANCE.

All notices shall be given to the City at the following address:

Don Henderson
Parks Superintendent
City of Bedford
2000 Forest Ridge Drive
Bedford, TX 76021

SECTION D.

Approval, disapproval, or failure to act by the City regarding any insurance supplied by the successful Bidder shall not relieve the successful Bidder of full responsibility or liability for damages and accidents as set forth in the agreement documents. Neither shall the bankruptcy, insolvency, or denial of liability by the insurance company exonerate the successful Bidder from liability.

ATTACHMENT III

**CITY OF BEDFORD
INSURANCE REQUIREMENT AFFIDAVIT**

To Be Completed By Appropriate Insurance Agent/Broker

I, the undersigned Agent/Broker, certify that the insurance requirements contained in this bid document have been reviewed by me with the below-identified Vendor. If the below identified Vendor is awarded the agreement by the City of Bedford, I will be able to, within ten (10) days after being notified of such award, furnish a valid insurance certificate to the City meeting all of the requirements defined in this bid/proposal.

Agent (Signature)Agent (Print)

Name of Agent/Broker: _____

Address of Agent/Broker: _____

City/State/Zip: _____

Agent/Broker Telephone #: () _____

Date: _____

VENDOR'S NAME: _____
(Print or Type)

NOTE TO AGENT/BROKER

If this time requirement is not met, the City has the right to reject this bid/proposal and place the award with another. If you have any questions concerning these requirements, please contact the Parks Superintendent for the City of Bedford at (817) 952-2308.

**WORKERS COMPENSATION INSURANCE
FOR
BUILDING OR CONSTRUCTION PROJECTS**

TEXAS WORKERS COMPENSATION COMMISSION RULE 28,

110.110

As required by the Texas Workers' Compensation Commission Rule 28, Contractor shall accept the following definitions and comply with the following provisions:

110.110, th

Workers' Compensation Insurance Coverage

A. 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 (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers 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 contractor's/person's work on the project has been completed and accepted by the City of Bedford.

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 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 delivering equipment or materials, or providing labor, transportation, 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.

B. 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.

C. The contractor must provide a certificate of coverage to the City of Bedford prior to being awarded the contract.

D. 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 City of Bedford showing that coverage has been extended.

E. The Contractor shall obtain from each person providing services on a project, and provide to the City of Bedford:

(1) A certificate of coverage, prior to that person beginning work on the project, so the City of Bedford will have on file certificates of coverage showing coverage for all persons providing services on the project; and

(2) 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.

F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

G. The contractor shall notify the City of Bedford in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

H. The contractor shall post on each project site a notice, in the text, form, and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

I. The contractor shall contractually require each person with whom it contracts to provide services on a project, too:

(1) 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 of its employees providing services on the project, for the duration of the project;

(2) Provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.

(3) Provide the contractor, prior to the end of the coverage period, 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;

(4) obtain from each other person with whom it contracts, and provide to the contractor:

(a) a certificate of coverage, prior to the other person beginning work on the project;

(b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(5) retain all required certificates of coverage on file for the duration of the project, and for one year thereafter,

(6) notify the City of Bedford in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

(7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

J. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing the City of Bedford that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

K. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the City of Bedford to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the City of Bedford.

As defined by the Texas Labor Code, Chapter 269, Section 406.096(e), building or construction is defined as:

1. Erecting or preparing to erect a structure, including a building, bridge, roadway, public utility facility, or related appurtenance;
2. Remodeling, extending, repairing, or demolishing a structure; or
3. Otherwise improving real property or an appurtenance to real property through similar activities.

The employment of a maintenance employee who is not engaging in building or construction as the employer's primary business does not constitute engaging in building or construction.

AFFIRMATION OF BID

_____ (Name of Company) hereby submits the attached bid for performing City Wide Mowing Services for the City of Bedford, as specified in Contract documents and attachments that have been provided.

In submitting this bid, _____ (name of company) affirms that they have the capacity, manpower and equipment to perform all of the acts and services specified in the bid package of materials that have been provided.

Total Cost of Proposal for full year of service:

Rights-of-Way, Medians, Facilities, Unimproved Land / Misc., Well Lots, Drainage Areas and Vacant Properties.

\$ _____

After fully evaluating the data provided, we hereby submit the bid in good faith on this day the _____ (day) of _____ (month), 2016 (year).

Company Name _____

Company Address _____

Company Phone No. _____

Company Fax No. _____

**Name of Company Official
Signing the bid for this company**

(print name)

Signature of Company Official

**STANDARD FORM OF AGREEMENT
BETWEEN THE CITY OF BEDFORD AND CONTRACTOR**

THIS AGREEMENT is dated as of the _____ day of _____ in the year ____ by and between the City of Bedford (hereinafter called OWNER) and _____ of the City of _____, County of _____, State of Texas (hereinafter called CONTRACTOR). OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Example

Article 1. City Wide Mowing Services

The PROJECT for the WORK detailed under the Contract Documents (see Article 8 of this Agreement for items included in the Contract Documents) is generally identified as the following:

Type: City Wide Mowing Service

Bid Reference No. _____

Total Bid \$ _____

2.1. This contract will be in effect beginning the date of the contract execution.

Article 3. CONTRACT PRICE

3.1. OWNER shall pay CONTRACTOR the prices in CONTRACTOR'S bid quote plus additional work performed when authorized by OWNER. Additional work shall be paid based on an hourly rate quoted in the bid document.

Article 4. PAYMENT PROCEDURES

4.1 Payment to CONTRACTOR will be after satisfactory completion of schedule work or OWNER authorized work and receipt of invoice or other billing instrument used by CONTRACTOR. All charges are to be less sales tax as OWNER is tax exempt.

4.2 The contractor shall submit separate invoices for all special requests that have been completed, regardless of the time of month or the frequency. They will be paid during the next pay cycle. All charges are to be less sales tax, as OWNER is tax exempt.

Article 5. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this agreement, CONTRACTOR makes the following representations:

- 5.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents and Specifications.
- 5.2. CONTRACTOR has correlated results of all such observations and studies with the terms and conditions of the Contract Documents.
- 5.3. CONTRACTOR has given OWNER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract documents and the written resolution by OWNER is acceptable to CONTRACTOR.

Article 6. MISCELLANEOUS

6.1. ASSIGNMENTS: No assignments by a party hereto of any rights under or interest in the Contract Documents will be binding on another party hereto without written consent of the party sought to be bound; and specifically but without limitation moneys that may come due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in written consent to an assignment will release the assignor from any duty or responsibility under the Contract Documents.

OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

6.2. TERMINATION: OWNER may terminate the Contract by giving CONTRACTOR notice in writing. Upon delivery of such notice by OWNER to CONTRACTOR, CONTRACTOR shall discontinue all services in connection with the performance of the contract and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Contract. As soon as practicable after receipt of notice of termination, CONTRACTOR shall submit a statement, showing in detail the services performed under this contract to the date of termination. OWNER shall then pay CONTRACTOR that portion of the described charges which the services actually performed under this Contract bear to the total services called for under this Contract less such payments or amount of the charges as have been previously made.

6.3. SUBCONTRACTING

1. CONTRACTOR shall not award any work to any subcontractor until CONTRACTOR submits to OWNER a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as OWNER may require.

2. CONTRACTOR shall be fully responsible to OWNER for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for acts and omissions of persons directly employed by him. Nothing contained in this Contract shall create any contractual relation between a subcontractor and OWNER. CONTRACTOR is an independent contractor.

Article 7. GOVERNING LAWS, VENUE.

The Contract shall be construed according to the laws of the State of Texas; and, venue shall lie in the State District Courts of Tarrant County, Texas.

Article 8. CONTRACT DOCUMENTS.

The Contract Documents, which comprise the entire agreement between the OWNER and CONTRACTOR, same being attached hereto and incorporated herein as Exhibit AS, consist of the following:

- 8.1 Request For Bids
- 8.2 Contractor Quote Sheet
- 8.3 Standard Form of Agreement
- 8.4 Certificate of Liability Insurance

Article 9. INDEMNIFICATION

The CONTRACTOR hereby agrees to defend, indemnify, and hold the City and all of its officers, agents, employees, and selected officials whole and harmless against any and all claims for damages, cost, and expenses of persons or property that may arise out of, or be occasioned by, or from any negligent act, or omission of the CONTRACTOR, or any agent, servant, or employee of the CONTRACTOR in the execution of performance of this contractor, without regard to whether such persons are under the direction of City agents or employees.

Executed on behalf of the CONTRACTOR by its owner shown below, and on behalf of the OWNER by its City Manager, or authorized representative, this agreement will be effective on the _____ day of _____ of 2016.

OWNER:

CITY OF BEDFORD
2000 FOREST RIDGE DRIVE
BEDFORD, TEXAS 76021

CONTRACTOR:

Address: _____

City: _____

State & Zip: _____

Example

By: _____

By: _____

Print Name

Print Name

Attest

Attest

Telephone Number

(City Attorney review if Contracted Service Cost is Greater than \$15,000)

Approve as to Form and Legality this _____ day of _____, 2016.

OWNER'S Attorney

CONTRACTOR'S Seal (if incorporated)

Property Damage Report

Operator: _____ Date: _____

Address of Property: _____

Property Damaged: _____

Example

Extent of Property Damaged: _____

Person Notified: _____

Corrective Action Taken: _____

Date of Resolve: _____ Signed: _____

Addendum #
To the City of Bedford
Contract for City Wide Mowing Services
BID REFERENCE NO.

This Addendum is issued pursuant to the contract and is hereby made part of this contract.

The following is a Deletion/Addition to the Contract for City Wide Mowing Services.

Contractor's Cost Breakdown

The cost is requested so that the city can estimate the additional City Wide Mowing Services. This schedule is not intended to, and does not commit the Contractor to providing service.

Cost estimate for Special Requests.
Contractor additionally agrees to provide for City Wide Mowing Service for special requests at a cost per crew hour, as requested by the City of Bedford.

Cost per hour of unscheduled services = \$ _____.

By: _____ By: _____

Date: _____ Date: _____

Example

Notice to Proceed

The City of Bedford (hereinafter called OWNER) and

_____ (hereinafter called CONTRACTOR).

have agreed to the terms and conditions of the contracts. The said contracts have been

signed by the owner on (day) _____ (month) _____ (year) 2016 . The said

as of this date (day) _____ (month) _____ (year) 2016 . Applying the said

Contractor this **Notice To Proceed** with the City Wide Mowing Service

under the terms and conditions of the contract.

Example

Owner/Representative _____

Signature

Date

Contractor/Representative _____

Signature

Date

PERFORMANCE BOND

STATE OF TEXAS

COUNTY OF _____ KNOWN ALL MEN BY THESE PRESENTS:

That _____ of the City of _____ County of _____ and the State of _____ as principal, and _____ authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto _____ (Owner), in the penal sum of _____ Dollars (\$_____) for the payment whereof, the said Principal and Surety bind themselves, and there heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Owner, dated the _____ day of _____, 2016 to which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH, that if the Principal shall faithfully perform said Contract and shall in all respects duly and faithfully observe and perform all and singular the covenants, conditions and agreements in and said Contract agreed and covenanted by the Principal to be observed and conformed, and according to the true intent and meaning of said Contract and the Plans and Specifications hereto annexed, then this obligation shall be void; otherwise to remain in full force and effect;

Example

"PROVIDED, HOWEVER, that this bond executed pursuant to the provisions of (Article 5160 for Public Works)(Article 5472d for Private Work)* of the Revised Civil Statutes of Texas as amended and all liabilities of this bond shall be determined in accordance with the provisions of said Article to the same extent as if it were copied at length herein."

Surety, for value received, stipulates and agrees that no charge, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications, or drawing accompanying the same, shall in anyway affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder.

*Not applicable for federal work. See "The Miller Act" 40 U.S.C. S270.

IN WITNESS, WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____, 2016.

Principal	Surety
By: _____	By: _____
Title: _____	Title: _____
Address: _____	Address: _____

The name and address of the Resident Agent of Surety is:

PAYMENT BOND

STATE OF TEXAS

COUNTY OF _____ KNOWN ALL MEN BY THESE PRESENTS:

That _____ of the City of _____, County of _____, and State of _____, as principal, and

_____ authorized under the laws of the State of Texas to act as surety on bonds for principles, are held and firmly bound unto _____ (Owner), in the penal sum of _____ Dollars (\$_____) for the payment whereof, Principle and surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into certain written contract with the Owner, dated the _____ day of _____, 2016, to which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said contract, then, this obligation shall be void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Article 160 of the Revised Civil Statutes of Texas as amended and all liabilities on this bond shall be determined in accordance with provisions of said Article to the same extent as if it were copied at length herein.

Surety for value received, stipulates and agrees that no change, extension time, alterations or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications or drawings accompanying the same, shall in anyway affect its obligation on this bond and does hereby waive notice of any such change, extension tie, alteration or addition to the terms of the contract, or to the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____, 2016.

Principal

Surety

By: _____

By: _____

Title: _____

Title: _____

Address: _____

Address: _____

The name and address of the Resident Agent of Surety is:

Example

Example

MAINTENANCE BOND

KNOWN ALL MEN BY THESE PRESENTS:

THAT _____ as PRINCIPAL, and
_____ a CORPORATION organized
under the laws of _____, as Sureties, do hereby expressly acknowledge
themselves to be held and bound to pay unto the City of Bedford, a municipal corporation
chartered by virtue of a Special Act of the Legislature of the State of Texas, at Bedford,
Tarrant County, Texas, the sum of _____ Dollars (\$ _____)
for the payment of which sum will and truly to be made until said City of Bedford, its
successors jointly and severally.

THIS obligation is conditioned, however, that whereas said _____
has this _____ day of _____, 2016, entered into a written contract with the said City of Bedford
to _____

_____ in the City of Bedford, Texas, which contract and the Plans and Specifications therein mentioned adopted
by the City of Bedford, are hereby expressly made a part hereof as though the same were written and
embodied herein.

WHEREAS, under the Plans and Specifications, and contract, it is provided that the CONTRACTOR will
maintain and keep in good repair the work herein contracted to be done and performed for a period of two
(2) years from the date of acceptance, and to do all necessary repairs that may arise on account of water
leakage or otherwise, out of or arising from improper doing of the same, or on account of any defect
arising in any parts of said work laid or constructed by the said CONTRACTOR, or on account of improper
application or workmanship; and to respond to within five days and initiate repairs after proper notification
of said repairs due to leakage, or otherwise, that may arise during the two (2) year period from the date of
acceptance. It being understood that the purpose of this section is to cover all defective conditions arising
by reason of defective material, work, or labor performed by said CONTRACTOR; and in case the said
CONTRACTOR shall fail to do so, it is agreed that the City may do said work and supply such materials,
and charge the same against the said CONTRACTOR and SURETIES, on this obligation, and said
CONTRACTOR and SURETIES hereon shall be subject to the liquidated damages mentioned in said
contract for each day's failure on its part to comply with the terms of the said provision of said contract.

NOW, THEREFORE, if the said CONTRACTOR shall keep and perform its said agreement to maintain
said work and keep the same in repair for the said maintenance period of two (2) years, as provided, then
these presents shall be null and void, and have no further effect, but if default shall be made by the said
CONTRACTOR in the performance of his contract to so maintain and repair said work, then these
presents shall have full force and effect, and said CITY of BEDFORD shall have and recover from said
CONTRACTOR and SURETIES damages in the premises, as provided, and it is further agreed that this
obligation shall be continuing one against the PRINCIPAL and SURETIES, hereon, and that successive
recoveries may be had thereon for successive breaches until the full amount shall have been exhaust; and
it is further understood that the obligation herein to maintain said work shall continue throughout said
maintenance period, and the same shall not be changed, diminished, or in any manner affected from any
cause during said time.

Example

IN WITNESS WHEREOF, the said _____ has caused these presents to be executed by them; and the said _____ has caused these presents to be executed by its ATTORNEY-IN-FACT _____ and the said ATTORNEY-IN-FACT _____ has hereunto set his hand this the _____ day of _____, 2016.

Principal
By: _____
Title: _____
Address: _____

Surety
By: _____
Title: _____
Address: _____

The name and address of the Resident Agent of Surety is:

Texas Ethics Commission – Form 1295

The Texas Ethics Commission has a new ethics law. It prohibits a governmental entity or state agency from entering into certain contracts with a business entity unless the business entity submits a disclosure of interested parties Form 1295.

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties (Form 1295) to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission.

A business entity must file Form 1295 electronically with the Texas Ethics Commission using the [online filing application](#).

https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html

The City of Bedford must acknowledge the receipt of the filed Form 1295 not later than the 30th day after the date the contract binds all parties to the contract. Once a Form 1295 is acknowledged, it will be posted to the Texas Ethics Commission's website within seven business days.

The Commission's rules provide that the business entity must include on the form an "identification number used by the [city] . . . to track or identify the contract for which the form is being filed."

Bid Reference Number: CWMS-03-16