

INVITATION TO BID

NOTICE IS HEREBY GIVEN that the City of Freeport, Texas, (the City) is interested in entering into a contract for Contract Mowing, Grounds Care and Flowerbed Maintenance, for the following locations, all according to the below mentioned plans and specifications:

- a. Memorial Park (East & West Park Ave. between 2<sup>nd</sup> St. and 4<sup>th</sup> St.).
- b. Second St. Medians (Highway 288 to Yaupon)
- c. 1800 block of Fourth St.-North side (Dixie to Highway 288, curb to Oleanders)
- d. Highway 288 (Fourth St. to Highway 36 bridge, Second St. to Victoria St.-both sides of highway)
- e. Victoria St. to Chlorine Rd. (both sides including median)
- f. Gulf Blvd (Highway 288 to Velasco Boulevard)
- g. Velasco Blvd (2<sup>nd</sup> St. to Gulf Blvd. both sides of street)
- h. Second St. (Velasco Blvd. to Yaupon all right of way)

SEALED BIDS addressed to the City Manager by any person, firm or corporation desiring to perform all of the work described above will be received at the office of the City Manager located at 200 W. 2nd Street, Freeport, Brazoria County, Texas 77541, during normal business hours until 2:00 o'clock, p.m., on the 4<sup>th</sup> day of September, 2018, on which day, beginning at 2:00 o'clock, p.m., all such bids will be opened and publicly read aloud. Any bid received after 2:00 p.m. on such date will be returned unopened.

COPIES OF THE PLANS AND SPECIFICATIONS for the above project is available for public inspection at the VISITOR INFORMATION CENTER C/O Kim Townsend, 500 Brazosport Blvd., Freeport, TX 77541, during normal business hours. A set of such documents may be obtained from such office upon payment of the customary copy charge.

A CASHIER'S OR CERTIFIED CHECK drawn on a bank acceptable to the City Manager and payable to the order of the City, OR an ACCEPTABLE BID BOND with a corporate surety included on the latest list of surety companies holding certificates of authority from the State Board of Insurance, in the amount of not less than ten (10%) of the total bid or \$1,000.00, whichever is less, must accompany the bid as guarantee that if awarded the bid the bidder will enter into a contract with the City covering Contract Mowing, Grounds Care and Flowerbed Maintenance within ten (10) days from the above date.

The contract will be awarded to the LOWEST RESPONSIBLE BIDDER OR to the BIDDER WHO PROVIDES goods or services at the BEST VALUE for the municipality.

The City RESERVES the right to REJECT ANY AND ALL BIDS, to WAIVE any INFORMALITIES in bidding and, in the case of any AMBIGUITY OR LACK OF CLEARNESS, the City reserves the right to construe the same in a manner most advantageous to the City, or to reject the bid.

A Pre-Bid Meeting will be conducted by Parks and Recreation Director on August 21, 2018 at 2 p.m. in her office at 500 Brazosport Blvd., Freeport, TX 77541.

BY ORDER OF THE BOARD OF THE CITY COUNCIL this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Ursula Reyes, City Secretary  
City of Freeport, Texas

NOTE: Publish once per week for two consecutive weeks, first publication to be more than 14 days before date of meeting at which bids are to be opened and read aloud.

CONTRACT FOR FLOWER BED MAINTENANCE, ETC.

This Agreement, by and between the CITY OF FREEPORT, TEXAS, a municipal corporation lying and situated in Brazoria County, Texas, hereinafter "the City", and the other undersigned, hereinafter called "the Contractor" (whether one or more):

1. The Contractor hereby agrees to mow, trim and otherwise perform, in a good and workmanlike manner and according to the terms of this contract and the bid specifications, which are incorporated herein by reference, the work necessary to maintain the following:

- a. Memorial Park (East & West Park Ave. between 2<sup>nd</sup> St. and 4<sup>th</sup> St.).
- b. Second St. Medians (Highway 288 to Yaupon)
- c. 1800 block of Fourth St.-North side (Dixie to Highway 288, curb to Oleanders)
- d. Highway 288 (Fourth St. to Highway 36 bridge, Second St. to Victoria St.-both sides of highway)
- e. Victoria St. to Chlorine Rd. (both sides including median)
- f. Gulf Blvd (Highway 288 to Velasco Boulevard)
- g. Velasco Blvd (2<sup>nd</sup> St. to Gulf Blvd. both sides of street)
- h. Second St. (Velasco Blvd. to Yaupon all right of way)

Such mowing, etc. shall be scheduled in written notices from the "Contract Administrator", who shall be the City's Building Official or his designee.

2. All materials, appliances, fixtures, equipment, supplies, machinery, tools, supervision of work, labor, insurance, services and any other commodity, item or expense necessary to complete the mowing of such lots, parcels or tracts shall be furnished at Mower's expense and Mower shall for all purposes be regarded as an independent contractor.

3. The Contractor agrees to indemnify the City, its officers, agents and employees, from any and all claims for personal injury or property damage made by or for any compensation for labor or materials furnished by any third party, including but not being limited to the of the Contractor or the officer, partner, agent or employee of Contractor, arising out of or resulting from the mowing, trimming or otherwise performing the obligations of Contractor under this contract and from all interest, costs of court, attorney's fees and other expenses incurred by the City, or its officers, agents or employees in connection

therewith.

4. The Contractor will immediately pay off and discharge the claims of any and all subcontractors, suppliers, materialmen, mechanics and laborers that have not been paid upon notice of the existence of any such claims given by the Contract Administrator; and obtain and file with the City Secretary a release thereof.

5. Before signing this contract, any bidder must provide proof of insurance acceptable to the Contract Administrator, and such insurance shall include state required workers compensation and vehicular liability insurance on all vehicles to be used by the bidder as well as comprehensive general public liability and property damage insurance of at least \$250,000.00 for each person, \$500,000.00 for each single occurrence for bodily injury or death and \$100,000.00 for each single occurrence for injury to or destruction of property.

6. Whenever the context so requires, the masculine shall include the feminine and neuter genders and the singular shall include the plural, and conversely.

7. IT IS EXPRESSLY AGREED AND UNDERSTOOD THAT THIS CONTRACT CONTAINS ALL AGREEMENTS, REPRESENTATIONS, COVENANTS AND WARRANTIES, EXPRESSED OR IMPLIED, RELATIVE TO THE OPERATION AND SALE OF THE ABOVE DESCRIBED PROPERTY, AND THE PRICE THEREFOR, AND NO PRIOR AGREEMENT, IF ANY, SHALL BE BINDING UPON THE PARTIES HERETO UNLESS CONTAINED HEREIN.

8. Payment of the Contractor's invoices shall be from current funds of the City only and shall occur when all of the conditions precedent to such payment have been met.

9. The Contractor agrees to adjust mowers to cut at a height of no more than three (3") inches, except for tracts over two (2) acres the cut shall be no more than four and one-half (4.5") inches minimum. Trimming shall be required in the maintenance of all specified areas and grass cut to a height equal to or less than the height of all mowed areas. Edges will be required in the maintenance of specified areas that adjoin curb and sidewalks. All equipment shall be equipped with manufacturer safety equipment and maintained to provide optimum efficiency. All cuttings shall be removed from sidewalks, streets and curbs. Material shall not be blown or swept into streets or drainage inlets, storm drain rules and

regulation must be followed.

10. If any provision hereof is declared invalid for any reason by the final judgment of a court of competent jurisdiction, such invalidity shall not affect the remaining provisions of this contract but effect shall be given to the intent manifested by the portion held invalid or inoperative.

11. Payment of any invoice submitted by the Contractor shall be from the current funds of the City and only when all of the conditions precedent to such payment have been met.

12. This contract is a personal service contract and is not assignable, in whole or in part, without consent of the City.

13. This contract shall be performable in BRAZORIA County, Texas, shall be governed by the law of the State of Texas and shall be binding upon the parties hereto as well as their respective heirs, executors, administrators, successors and assigns.

14. The term of this contract shall be three (3) years from the date of its acceptance by the City, as indicated below, or until all currently budgeted funds have been expended, whichever occurs first.

15. The City reserved the right to terminate this contract prior to the expiration specified above if the Contractor fails to meet performance schedules, defaults in the performance of required duties, otherwise defaults under this contract or becomes insolvent or files bankruptcy proceedings.

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Contractor \*

ACCEPTED this \_\_\_ day of \_\_\_\_\_, 2018.

CITY OF FREEPORT, TEXAS

By \_\_\_\_\_  
Troy T. Brimage, Mayor

ATTEST: \_\_\_\_\_  
Ursula Reyes, City Secretary

- If Contractor is a corporation, limited liability company or other artificial entity, written proof of authority of person signing must be attached.