



LAVACA-NAVIDAD RIVER AUTHORITY
EDNA, TEXAS

2017 Contract Mowing

CONTRACT AND SPECIFICATIONS

Tuesday, September 27, 2016 at 10:30 a.m.

LAVACA-NAVIDAD RIVER AUTHORITY

CONTRACT MOWING SPECIFICATIONS

Instructions to Bidders

The Lavaca-Navidad River Authority is seeking bids on contract mowing in the area of Lake Texana, Jackson County, Texas, for one year beginning November 1, 2016 through September 30, 2017, with the option to renew for up to three years if mutually agreeable.

1. Sealed bids addressed to the **Lavaca-Navidad River Authority (LNRA), P. O. Box 429, Edna, Texas, 77957**, and labeled as **“Mowing Bid”** will be received at the Lavaca-Navidad River Authority office located at 4631 FM 3131, Jackson County, Texas, until Tuesday, September 27, 2016 at 10:30 a.m. **No late or faxed bids will be considered.** The Authority will proceed without unnecessary delay to consider all bids submitted, and reserves the right to reject any and/or all bids.
2. Bids shall be submitted on the Bidding Schedule provided or copies thereof and signed. The Bidder must enter a bid for each item on the Bidding Schedule for his bid to be considered acceptable. The total bid submitted shall include all costs for the complete conduction of services, inclusive of labor and equipment.
3. Bids must be properly sealed, marked as a sealed bid and include the name and address of the bidding party. Withdrawal or modification of bids must occur before the bid opening.
4. All bidders should visit the work site and determine whether any conditions exist which would affect the work or the cost thereof in any way. Upon receipt of the bid, each bidder will be held responsible for knowing the conditions as they exist.
5. Before a bid proposal is considered for award, the bidder may be asked to submit a statement regarding his previous experience in performing comparable work, his organization, financial resources, and equipment available for performing the work.
6. All bids will be opened at the time stated and at the above address. The results of the bid opening will be available after that time.
7. Bids shall be submitted on the Bidding Schedule provided or copies thereof and signed. The Bidder must enter a bid for each item on the Bidding Schedule for his bid to be considered acceptable. The total bid submitted shall include all costs for the complete conduction of services, inclusive of labor and equipment.
8. The contractor awarded the contract shall begin work at a time designated by the LNRA but not before November 1, 2016.

9. The Successful Bidder should refer to the Texas Code Section 151 and if there are any conflicts or questions, contact the Texas Comptroller's Office. This Contract is issued by an agency which qualifies for exemption pursuant to the provisions of Section 151.309 of the Tax Code of the State of Texas.
10. To receive payment, the Contractor will prepare a statement showing as completely as practicable the total value of the work done by the Contractor. The LNRA will review and approve the statement before payment will be made. Each invoice should include location, hours, price per hour, and total cost per job. LNRA will inspect the mowing on a random basis to insure the work is complete and satisfactory. All invoices will be paid within 30 days after the invoice arrives at the LNRA office and at the rate specified on the bid sheet attached hereto.
11. The terms "LNRA" and "Contractor" are defined in the contract and specifications as follows:

The LNRA is the Lavaca-Navidad River Authority represented by the General Manager.

The Contractor is the party contracting directly with the LNRA to furnish equipment and perform services in accordance with the Contract Documents.

**LAVACA-NAVIDAD RIVER AUTHORITY
CONTRACT MOWING
BIDDING SCHEDULE**

Bids shall be submitted as hourly rates for actual mowing time for equipment and labor to complete the mowing job at listed locations. Such hourly rate shall include moving, travel, insurance, and any other related expenses.

The bid per hour shall be for a one year contract, with the option to renew at the same rates and terms for up to three (3) years if mutually agreeable to both parties.

The Contractor agrees to furnish all necessary labor, equipment, supplies, and other services for the cost quoted herein:

Name: _____

Address: _____

Phone Number: _____

Type of Mowers: _____

Type of Tractor: _____

Type of Transportation to move equipment: _____

Insurance Carrier and Policy Number: _____

Hourly Rate for equipment and labor: _____

The undersigned, as bidder, declares that he has carefully examined the Instructions to Bidders, Bidding Schedule, Contract, Specifications, contract work locations, and General and Special Conditions.

The undersigned certifies that these amounts bid have been carefully checked and are submitted as correct and final.

The Lavaca-Navidad River Authority reserves the right to refuse any and/or all bids.

Please mark your sealed bid "**Mowing Bid**".

Signature

Date

SPECIFICATIONS

A. General Conditions

1. Investigation of Site Conditions

Bidders are urged to visit the site of the work and by their own investigations satisfy themselves as to the existing conditions affecting the work to be done under these specifications. If the bidder chooses not to visit the site or conduct investigations he will nevertheless be charged with knowledge of conditions which reasonable inspection and investigations would have disclosed.

2. Qualifications of Low Bidder

Prior to award of contract, the bidder shall submit such evidence as the LNRA may require to establish the bidder's qualifications to satisfactorily perform the work included in this project. Information that may be required shall include:

- (1) the bidder's current financial statement including amount of funds readily available to commence and carry out the work;
- (2) a list of equipment available for this project;
- (3) a list of projects that have been satisfactorily completed by the bidder within the last five years that are the same general type as included in this contract, together with the names, addresses and phone numbers of persons familiar with this work;
- (4) other information that may be pertinent to the bidder's qualifications;
- (5) a designated Superintendent or contact person; and
- (6) Insurance Agent(s) telephone and address.

Should the bidder fail to promptly produce evidence satisfactory to the Authority on any of the foregoing points he may be disqualified and the work awarded to the next bidder so qualifying.

3. Award

The LNRA will proceed without unnecessary delay to consider the bidding schedules and reserves the right to reject any or all bids. Date of award is the date of the LNRA decision to award the Contract to the selected bidder. The award of the Contract will be made by the LNRA Board of Directors to the responsible party whose bid is most advantageous to the LNRA.

4. Rejection of Bids

The LNRA reserves the right to reject any bidder if investigation of such bidder fails to satisfy the LNRA that such bidder is properly qualified to carry out the obligations and to complete the work contemplated by Contract Documents. Any or all bids will be rejected if there is reason to believe that collusion exists among the bidders.

5. Failure to Execute Contract

Should the successful bidder fail to execute the Contract and to validate the same within 10 days after award of Contract, the award shall go to the next lowest bidder if approved by the Authority.

6. Contractor's Insurance

A. The Contractor shall not commence work under the Contract until he has obtained at his expense all insurance required by the Contract Documents and such insurance has been approved by the LNRA. Such insurance shall remain in full force and effect on all phases of the work, until all work under the Contract is completed and has been accepted by the LNRA.

B. The Contractor shall procure and maintain for the term of the contract the following types of insurance:

Liability:

	<u>Per Occurrence</u>	<u>Aggregate</u>
Bodily Injury	300,000	
Property Damage	100,000	100,000

Personal Injury:

Bodily injury (each person)	100,000	250,000
Bodily injury (each accident)	300,000	500,000
Property damage	100,000	250,000

C. Before commencement of any work, the Contractor shall submit written evidence that the minimum insurance required by the Contract Documents has been obtained. Such written evidence shall be in the form of a Certificate of Insurance executed by the Contractor's insurance carrier showing such policies in force for the specified period or by furnishing a copy of the actual policy or policies. Each certificate shall contain an endorsement or statement waiving right of cancellation or reduction in coverage unless 30 days prior written notice is given to the LNRA by registered or certified mail, and, in regard to the liability policy, shall specifically state that the LNRA is named as an insured party.

7. Indemnity

To the extent permissible by law, the Contractor shall protect, defend, indemnify, and save harmless the LNRA, and its officers, agents, and employees, from and against suits, actions, claims, losses, liability or damage of any character, and from and against costs and expenses, including attorney fees, incidental to the defense of such suits, actions, claims, losses, damages or liability on account of injury, disease, sickness, including death, to any person, or damage to property.

The Lavaca-Navidad River Authority shall not be held responsible for any damage to vehicles, equipment or other property or for any personal injuries caused by the Contractor. The Contractor will also be responsible for any damage to Contractor's equipment or injuries to Contractor's employees.

8. Payment

After a statement is prepared by the Contractor showing as completely as possible the total value of the work done by the Contractor, the LNRA will review and approve the statement before payment will be made. Each invoice should include location, hours, price per hour, and total cost per job. LNRA will inspect the mowing on a random basis to insure the work is complete and satisfactory. All invoices will be paid within 30 days after the invoice arrives at the LNRA office and at the rate specified on the bid sheet attached hereto.

B. Special Conditions

1. Locations to be Mowed

Boat Ramp #2 – Highway 1593 near Highway 111 (Pepper Martin Park)

Boat Ramp #3 - South of Highway 59 on the Ganado side of Lake Texana;

Boat Ramp #4 - North of Highway 59 on the Edna side of Lake Texana;

Boat Ramp #5 - On Highway 172 on the north side of Mustang Creek;

Boat Ramp #6 - Off FM 2982 near the end of C. R. 249;

Boat Ramp #8 - At the end of C. R. 237 (Stavinoha Road), 2 miles west of Highway 172;

Boat Ramp #10 - Off of FM 1157;

Gate #616 - Off of Beechman Road;

Gate #641 - Off of Highway 172;

Oscar Cherry Park - North of Highway 59 on County Road 250;

And other Project lands as designated.

2. Frequency

All locations are to be mowed at least once a month depending upon the growth of the vegetation in the area, and at the discretion of LNRA.

3. Equipment

A six to ten foot mower with a small type tractor is required because of low tree limbs, tables, and signs that are in the areas. A weedeater and small riding or push mower will also be required to mow around specified areas at boat ramps. Additionally, the type of transportation to move the mowing equipment shall be approved by LNRA, which type will not damage boat ramps or roads. The type of mower, tractor, and mover to be used shall be indicated on the bidding schedule.

4. Cancellation

This contract may be cancelled at any time by either party upon giving the other part at least thirty (30) days prior written notice of the intended date of cancellation.

5. Renewal

This contract shall be deemed automatically renewed each year through September 30, 2019 at the above stated rate and under the same terms, if mutually acceptable to both parties of this agreement.

6. Notices

All notices, requests, demands, and other communications shall be sent to:

If to LNRA:

Lavaca-Navidad River Authority
P.O. Box 429
Edna, Texas 77957

If to Contractor:

7. Information

To obtain additional information regarding these specifications, please contact:

James Terry
Director of Project Maintenance and Fleet Services
361-782-5229

CONTRACT AGREEMENT

STATE OF TEXAS §
COUNTY OF JACKSON §

THIS AGREEMENT, made and entered into this ____ day of _____, 2016, by and between Lavaca-Navidad River Authority, hereinafter termed LNRA, and _____, hereinafter termed Contractor.

WITNESSETH: That for and in consideration of payments and agreements hereinafter mentioned, to be made and performed by the LNRA, the Contractor, hereby agrees with the LNRA to provide and complete the services described in the specifications attached hereto, and all extra work in connection therewith. The Contractor agrees, at his own proper cost and expense, to furnish all supplies, materials, machinery, equipment, tools, superintendence, labor, insurance, and other necessities and services to fulfill the terms of the Contract, in accordance with the conditions and prices stated in the Instructions to Bidders, Bidding Schedule, and Specifications, all of which are attached, which are all made a part of and which do collectively evidence and constitute the entire contract.

The Contractor hereby agrees to commence work after signing this contract at a time as directed by the LNRA, but not before November 1, 2016. This contract shall be automatically renewed each year, if mutually acceptable to both parties, until September 30, 2019, subject to the same terms and conditions of the initial contract period.

The Contractor has completed Form 1295 including obtaining the certification of filing number, and it has been filed with the LNRA, in compliance with Government Code 2252.908 as prescribed by law.

The LNRA agrees to pay the Contractor in current funds as provided in the Specifications and Bidding Schedule, which form a part of this contract.

In Witness Whereof, the parties to these presents have executed this Agreement on the date shown:

Contractor

General Manager

Date

Date

Witness

Witness

COMPLIANCE WITH GOVERNMENT CODE 2252.908

New Government Code 2252.908 became effective January 1, 2016. The law states that a governmental entity or state agency may not enter into a contract with a business entity unless the business entity submits a disclosure of interested parties 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 (Commission) was required to adopt rules necessary to implement the law and prescribe the disclosure of interested parties form. The Certificate of Interested Parties form (Form 1295) is available on the Commission's website. **A business entity must fill out Form 1295 electronically on the Texas Ethics Commission website using the online interactive Form.** A business entity must enter the required information on the online version of Form 1295, finalize ("submit") it, and print a copy of the completed Form, which will then contain a unique certification number generated by the Commission; the Commission retains a copy of the submitted online Form. An authorized agent of the business entity must sign the printed copy of the filled-out Form and the Form must be notarized. The completed and notarized Form 1295 must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the Commission, using the Commission's certification number, and "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. The Commission will post the acknowledged Form 1295 to its website within seven business days after receiving acknowledgment from the governmental entity or state agency.

Information is available on the Texas Ethics Commission website (www.ethics.state.tx.us) regarding filing Form 1295, logging in for the first time, and short videos with frequently asked questions. You may also contact the Commission with questions at 512-463-5800 or LNRA (Karen Gregory) at 361-782-5229.

I/We, the undersigned, agree to comply with Government Code 2252.908 as prescribed by law.

Signed: _____
(Company Name) (Company Address)

By: _____
(Signature) (Seal if Bidder is a Corporation)

ATTEST: _____

Date: _____