

BID 16-044 - 11.15.16 RFB MOWING Maintenance Services

CHECKLIST FOR BIDS Attachment C

Documents to be submitted in response to this request for bid (REQUEST FOR BID)

- ☒ **BID PRICING PAGE:** All lines completed
- ☒ **BID RESPONSE:** Completed Summary Response Page
- ☐ **DUE DATE** (Bid must be received & stamped in City Secretary's Office no later than 2:00 PM on December 22, 2016)

Bids failing to comply with the above will be deemed non-responsive.

These items are to be submitted with your response; however, if a document is inadvertently omitted, it must be received before award recommendation.

- ☒ **Five (5) ADDITIONAL HARD COPY AND ONE (1) PDF DIGITAL COPY OF BID**
- ☒ **CONFLICT OF INTEREST QUESTIONNAIRE FORM** (If applicable) (Attachment E)
- ☒ **OPERATIONAL PLAN** (As requested on the Summary Response Page)
- ☒ **REFERENCES** (As requested on the Summary Response Page)
- ☒ **INSURANCE AFFIDAVIT** (Attachment F)
- ☒ **INDEMNIFICATION BY CONTRACTOR** (Attachment G)
- ☒ **CONTRACTOR'S CERTIFICATION OF WORKERS' COMPENSATION** (Attachment H)
- ☒ **STANDARD CONTRACT AND ACKNOWLEDGMENT** (Attachment J or K)
- ☒ **STANDARD CONTRACT FOR SERVICES** (Attachment L)
- ☒ **PARTNERSHIP ACKNOWLEDGMENT** (If applicable) (Attachment M)

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Section V: Bid Pricing

Inclusive Pricing

Bidder pricing is to include all expenses, fees and charges related to the delivery of the specified goods or services. The City will not pay any additional charges other than the bid price. Bidder has the option of bidding on all or selected areas and alternates.

I, Longclaw Contractors, LLC, (Company) have reviewed the bid specifications and proposed contract with the City of Deer Park.

I herein agree to abide by the terms of the Bid Specifications and herein submit the attached bid.
SIGNED on this the 21 day of December, 2016.

Area "A"

Each

Medians on Center Street
Right-of-ways along the side of Center Street
Three (3) medians on Pasadena Blvd.
Four (4) medians on Palm Terrace Blvd.

530.00

Area "B"

Each

Medians on 13th Street
Right-of-ways along 13th Street

530.00

Area "C"

Each

Medians adjacent to Hwy 225 on the Southside.
Right-of-ways along Frontage Road
of Hwy 225 on South Side.
Medians adjacent to Hwy 225 on the Northside.
Four (4) large open area medians on Hwy 225.
Overpass areas North of Hwy 225

1,024.8

Alternate "1"

Each

Top Dressing Services

500.00

Discount for awarding entire bid: 5%

It is understood and agreed that the above described, item, material and / or equipment, or service shall carry the standard warranty of the manufacturer or provider and be delivered on site in accordance with the attached specifications.

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Mandatory Pre-Bid Meeting

There will be a Pre-Bid meeting on Wednesday, December 14, 2016 at 2:00 p.m. Central Standard Time. The meeting will be held at the Room 12 in the Community Center, which is located at 610 E. San Augustine in Deer Park.

MANDATORY PRE-BID MEETING WILL BE HELD AT THE CITY OF DEER PARK CITY COUNCIL CHAMBERS AND IS REQUIRED TO PARTICIPATE IN THIS BID!


Did bidder attend? Yes , NO .

The undersigned certifies that the bid price contained in the foregoing bid has been carefully checked and is submitted in duplicate.

4306 Stacy
Business Mailing Address

Seabrook, TX 77586
City, State, and Zip Code

832-240-6081
Telephone


Authorized Representative's Signature Name

Daniel Davis
Authorized Representative's Printed Name

12/21/16
Date

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SUMMARY RESPONSE PAGE

Mowing Service for the City of Deer Park Municipal Buildings

COMPLETE LEGAL NAME of firm submitting bid:

Longclaw Contractors LLC


Mailing Address: 4306 Stacy

City, State, & Zip: Seabrook, TX 77586

Phone: 832-240-6081 E-mail Contact: longclawcontractors@gmail.com

GRAND ANNUAL TOTAL of bid from Proposed Pricing \$ 2,584.8

Are you offering a discount? ☒ Yes ☐ No if so, please indicate discount 5%

Authorized Signature  Date 12/21/16
Signature indicates bidder accepts the specifications, terms and conditions of this solicitation and that bidder is neither delinquent on any payment due the City nor involved in any lawsuit against the City.

Print Name Daniel Davis Title Managing Member

Are you proposing as a

☒ Corporation

☐ Non-Profit Corporation

☒ Limited Liability Company

☐ Partnership

☐ Individual or Sole Proprietor

M/WBE: If you are a minority-owned or woman-owned business, please check which type and list any certification number ☐ Black ☐ Hispanic ☐ Asia-India ☐ Asia-Pacific ☐ Native American ☐ Woman-Owned Certification #

OPERATIONAL PLAN:

This solicitation requires the contractor to provide weekly and monthly operational plan that includes, but is not limited to schedules, number of employees working on site, types of equipment, and hours of operations. Please include as much detail as possible. Additional information may be requested per the City of Deer Park.

REFERENCES:

This solicitation requires references. Please attach to this page a list of five (5) references either currently doing business with you or having purchased goods or services within the past 24 months. For each reference list name, contact person, address, telephone, and e-mail address, years doing business with reference and any other pertinent information to help the City of Deer Park verify the quality of goods or services your firm provides.

Longclaw Contractors

Operational Plan

Area A- Per service visit Longclaw Contractors will send a 2 to 3-person crew utilizing 50 in. Zero Turn Riding Mower(s) and multiple string trimmers. Mowers will be set to cut grass to a height of one and one-half to two inches. The crew will also have blowers and edgers. The crew will be equipped with additional mowers and trimmers for back up. Every service visit crew will have an experienced project manager on site. All personnel will have appropriate PPE, safety vests, and uniforms. Longclaw Contractors plans on working 7 AM to 7 PM if necessary.

Area B - Per service visit Longclaw Contractors will send a 2 to 3-person crew utilizing 50 in. Zero Turn Riding Mower(s) and multiple string trimmers. Mowers will be set to cut grass to a height of one and one-half to two inches. The crew will also have blowers and edgers. The crew will be equipped with additional mowers and trimmers for back up. Every service visit crew will have an experienced project manager on site. All personnel will have appropriate PPE, safety vests, and uniforms. Longclaw Contractors plans on working 7 AM to 7 PM if necessary.

Area C- Per service visit Longclaw Contractors will send a 2 to 4-person crew utilizing tractor(s) with pull behind mower(s) along with 50 in. Zero Turn Riding Mower(s). Mowers will be set to cut grass to a height of three to four inches. The crew will also have string trimmers and blowers. The crew will be equipped with additional mowers and trimmers for back up. The crew will utilize appropriate traffic control devices. Every service visit crew will have an experienced project manager on site. All personnel will have appropriate PPE, safety vests, and uniforms. Longclaw Contractors plans on working 7 AM to 7 PM if necessary.

Longclaw Contractors, LLC

References

Wyndham Garden

Attn: Zachery Warren

2645 LBJ Fwy

Dallas, TX 75234

Phone: (214) 710-7642

Contract Period: April 2015 to April 2016. They did not renew contract because they decided have in-house maintenance crew.

Scope of Work: Property maintenance

White Mechanical

Attn: Danny White

6200 Shiloh Road

Garland, TX 75044

Phone: (469) 264-9557

Contract Period: February 2015 to February 2016

Scope of Work: Property maintenance

Anchor Marine Insurance

Attn: Dave Homer

1405 Anders Ave,

Seabrook, TX 77586

Phone: (281) 291-9414

Contract Period: May 2016 to present

Scope of Work: Property maintenance including lawn care, parking lot sweeping, and landscaping

Yardstuf Inc dba gardenbridges.com

Attn: Beau Colwell

2105 Gulf Fwy

La Marque, TX 77568

Phone: (832) 692-7591

Contract Period: May 2016 to present

Scope of Work: Property maintenance including lawn care and landscaping

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AFFIDAVIT FOR INSURANCE REQUIREMENTS Attachment F

To Be Completed By Insurance Agent/Broker and Bidder

Section 1 I, the undersigned Agent/Broker, reviewed the insurance requirements. If the Bidder listed below is awarded a contract by the City of Deer Park for this Request for Bid, I will furnish the City, within fifteen calendar days of notification of award, an insurance certificate and Declaration Page with Endorsements to show that all insurance requirements have been met, including naming the City of Deer Park as additional insured.

Agent's Name: _____

Agency Name: Bay Area Insurance Agency

Address: P.O. Box 40

City/State/ZIP: Seabrook, TX 77586

Telephone No: () 281-7823226 E-mail Address: JRondavis@hotmail.com

Bidder's Name/Company: Long claw Contractors, LLC

Name of Request for Bid: Mowing services for the City of Deer Park

Insurance Agent/Broker Signature: James R. Davis Date: 12-20-16

Section 2 If the above fifteen day requirement is not met, the City of Deer Park has the right to reject this bid and award the contract to the next lowest Bidder meeting specifications or to the next most favorable bid. Questions concerning these requirements, and requests for exceptions, must be submitted by date included in Bidders' Instructions.

By submitting a bid and signing below I affirm the following: I am aware of all costs to provide the required insurance, will do so pending contract award, and will provide a valid insurance certificate meeting all requirements and policy endorsement within fifteen calendar days of notification of award. I further agree to the indemnification statement listed in the insurance requirements.

Signature: [Signature] Date: 12/21/16


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INDEMNIFICATION BY CONTRACTOR Attachment G

The contractor agrees to defend, indemnify, and hold harmless the City of Deer Park, its officers, agents, employees, appointees and volunteers against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by contractor's breach of any of the terms or provisions of this contract, or by any negligent or strictly liable act or omission of contractor, its officers, agents, employees, or subcontractors, in the performance of this contract; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of the City, its officers, agents or employees, and in the event of joint and concurrent negligence or fault of contractor and City, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without waiving any governmental immunity available to the City under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

Contractor further agrees to defend, at its own expense, and on behalf of City and in the name of City, any claim or litigation brought in connection with any such injury, death, or damage.

The liability that is assumed by Contractor under the terms of this paragraph shall not exceed the sum of the required amount of liability coverage to be carried by the Contractor under this contract.

CONTRACTOR (Company Name) Longclaw Contractors LLC
SIGNATURE 
PRINTED NAME Daniel Davis
PRINTED TITLE Managing Member

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CONTRACTOR'S CERTIFICATION OF WORKERS' COMPENSATION
Attachment H

I, James R. Davis, an authorized
(Name)
representative of Bay Area Ins. Agency do certify that the
(Insurance Agency)

Workers' compensation policy, of the insured Longclaw Contractors, LLC
(Contractor)

On the "Standard Certificate of Insurance Form for the City of Deer Park" meets all current
Texas state laws and requirements.

By: James R. Davis Address: P.O. Box 40
Seabrook, TX 77586

Title: _____ Date: _____

On this ____ day of _____, _____, personally appeared _____,
an authorized representative of _____
(Insurance Agency)

Known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me
that he/she executed the same for the purpose of certifying that the Insured is covered by worker's
compensation in accordance with current Texas state laws.

My commission expires: _____

Notary Public In and For the State of Texas

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STANDARD CONTRACT AND ACKNOWLEDGMENT Attachment J

STATE OF TEXAS

COUNTY OF HARRIS § KNOW ALL PERSONS BY THESE PRESENTS:

CITY OF DEER PARK

I.

Conditioned upon Bidder being awarded by the Deer Park City Council, or award being made administratively, the solicited items set out in this Request for Bid and upon order of the City of Deer Park, Texas, a municipal corporation located in Harris County, Texas and incorporated as a home rule city under the Constitution of the State of Texas ("City"), Bidder does hereby agree to furnish and/or deliver to City in accordance with the terms of Bidder's submitted Bid and the Specifications in above referenced Request for Bid, the services listed as awarded to Bidder in the Deer Park City Council resolution awarding such services, or listed in the Administrative Award. Execution of said Resolution or Administrative Award shall evidence City's acceptance of this contract.

II.

City agrees to pay Bidder for services at the unit price listed upon the Bid Page and Specifications or at the negotiated rate determined by the Bidder's bid and any subsequent modifications agreed to by both Bidder and the City, with payment being subject to any discount terms stated or agreed upon, and subject to any payment terms contained elsewhere within the solicitation documents, this contract and its attachments. Any purchase of services so that the cumulative total of payments under this contract exceeds the amount authorized in the City Council Resolution awarding bid to Bidder may require additional authorization.

III.

It is understood that the following documents, to wit: the Notice to Bidders, the Standard Terms and Conditions, the General Instructions to Bidders, the Special Instructions to Bidders, the Specifications, the Bid Page or Bid, and the Summary Response Page are hereby made a part and parcel of this contract and incorporated herein for all purposes.

IV.

The date of any payment, whether net or gross, shall be determined by calculating the number of days after receipt of invoices from Bidder, or after reasonable verification as to the requirements specified, whichever is later.

V.

Venue of any court action brought directly or indirectly by reason of this contract shall be in Harris County, Texas. This contract is made and is to be performed in Harris County, Texas.

VI.

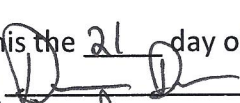
If Bidder fails in any manner to fully perform each and all of the terms, conditions and covenants of this contract, he shall be in default and notice of default shall be given to Bidder by the Purchasing Agent of the City. In the event that Bidder continues in default for a period of seven (7) days after receipt of the above-mentioned notice

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of default, City may terminate or cancel this contract or at its option may purchase similar services on the open market and recover from Bidder any difference in price thereof.

SIGNED this the 21 day of December, A.D. 2016.

Signature



Name

Daniel Davis

Title

Managing Member

Company Name

Longclaw Contractors LLC

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STANDARD CONTRACT FOR SERVICES

Attachment L

STATE OF TEXAS

COUNTY OF HARRIS

THIS AGREEMENT, made and entered into this 21 day of December A.D. 2016, by and between The City of Deer Park, of the County of Harris and the State of Texas, acting through It's Mayor, **Jerry Mouton**, thereunto duly authorized so to do, Party of the First Part, hereinafter termed **OWNER**, and Longclaw Contractors LLC of Seabrook, County of Harris

Name of Contractor

Contractor's City

Name of County

and State of Texas, Party of the Second Part, hereinafter termed **CONTRACTOR**.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Party of the First Part (OWNER), the said Party of the Second Part (CONTRACTOR), hereby agrees with the said Party of the First Part (OWNER) to commence and complete the services of certain services described as follows:

Mowing Service for City of Deer Park

Name of Project

and all extra work in connection therewith, under the terms as stated in the General Conditions of the Agreement and at his (or their) own proper cost and expense to furnish all the materials, and supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said services, in accordance with the conditions and prices stated in the Bid attached hereto, printed or written explanatory matter thereof, and the Specifications and addenda thereof, as prepared by the City of Deer Park, herein entitled the CITY, each of which has been identified by the CONTRACTOR and the CITY, together with the CONTRACTOR'S written Bid, the General Conditions of the Agreement, all of which are made a part hereof and collectively evidence and constitute the entire contract.

The CONTRACTOR hereby agrees to commence work within thirty (30) days after the date written notice to do so shall have been given to him, and to substantially complete the same within ____ working days after the date of the written notice to commence work, subject to such extensions of time as are provided by the General and Special Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds the price or prices shown in the bid, which forms a part of this contract, such payments to be subject to the General and Special Conditions of the Contract.

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IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in the year and day first above written.

The City of Deer Park

Party of the First Part

(OWNER)

By: _____

Mayor Jerry Mouton

Longclaw Contractors LLC

Party of the Second Part

(CONTRACTOR)

By: Daniel Davis

Title: Managing Member

Attest By: _____

Attest By: _____

(SEAL)

(SEAL)