



INVITATION TO BID: CONTRACT MOWING

Due Date and Time: 2:00 PM, Wednesday, September 18, 2019

Issue Date: AUGUST 28, 2019

Issuing Agency Information:

**Contact: Grimes County Road & Bridge Engineer, Harry Walker
(936) 873-4436**

Instructions to Bidders:

Return Sealed Bid to:

Grimes County Auditor's Office
114 W. Buffington
PO Box 510
Anderson, TX 77830

Mark face of envelope/package with:

Sealed Bid – CONTRACT MOWING

Bidder must complete the following:

Bidder Name/Address:	<hr/>
	Name/Title <hr/>
Type of Entity (e.g., corp., LLC, etc.)	Signature Print name and title and sign in ink. By submitting a response to this invitation, bidder acknowledges it understands and will comply with the bid packet specifications and requirements.
	Phone number:
Email Address:	Fax Number

BIDDERS MUST RETURN THIS COVER SHEET WITH RFP RESPONSE

GENERAL CONDITIONS

- Bids are solicited for furnishing the materials and services set forth in this invitation to bid. Completed bid proposals must be received in the Grimes County Auditor's Office by the deadline stated above. All bids must be in a sealed envelope clearly marked with the bid description and opening date on the outside of the envelope.

Bids received in the Grimes County Auditor's Office after the submission deadline shall be returned unopened and will be considered void and unacceptable. Grimes County is not responsible for delayed mail, carrier, etc. and the time/date stamp clock used upon receipt of any bid in the purchasing office shall be the official time of receipt.

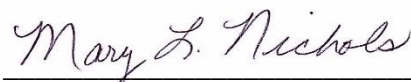
BIDS MAY NOT BE FAXED OR EMAILED

- Bids may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initialed by bidder guaranteeing authenticity. After the official opening, bids may not be amended, altered or withdrawn without the recommendation of the Road & Bridge Administrator/Engineer and the approval of the Commissioners' Court.
- **SALES TAX**
Grimes County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, **the bid price shall not include taxes**. Bidder shall bear the responsibility of any sales or use tax if any product or supply is deemed to be taxable by state. Grimes County will furnish, upon request, sales tax exemption forms to the bidder that is awarded.
- The bidder agrees if this bid is accepted, to furnish any and all services and materials upon which prices are offered, at the price(s) and upon the terms and conditions contained in the specifications.
- The County reserves the right to accept or reject in part or in whole any bids submitted, and to waive any technicalities related to the bidding process for the benefit of the County, granted that such waiver is allowed under Federal and State Laws.
- Invoices shall be sent directly to the Grimes County Road & Bridge Office at P.O. Box 593, Anderson, Texas 77830. Payments will be processed after confirmation that all materials have been received satisfactorily and no unauthorized materials have been received.
- Bidder's failure to comply with the terms and conditions of a contract associated with an accepted bid, shall be a basis for the termination of the Contract by the County. The County shall not pay for supplies, which are unsatisfactory. The County may give vendor a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the validity of the County's termination for non-performance.

- Quantities indicated in the bid are estimated based upon information at the time bids are requested. The County reserves the right to increase or decrease the quantities by any amount it deems necessary to meet its needs without any adjustment in the contract price.
- A 1 (one) year extension of the contract associated with an accepted bid is contingent on the appropriation of necessary funds by Commissioners' Court for the fiscal year in question. Upon the failure of Commissioners' Court to so appropriate in any fiscal year, contractor may elect to terminate this agreement, with no additional liability to the County. County and contractor agree that termination shall be the contractor's sole remedy under this circumstance.
- The term of the contract may be extended for an additional year if amended in accordance with the "Amendment" paragraph within the contract.
- The bid award shall be based on, but not necessarily limited to the following factors:
 - Total price
 - Special needs and requirements of Grimes County
 - Grimes County's evaluation of vendor's ability
 - Vendor's past performance record with any Texas county
- If this bid is accepted and approved by the Commissioners' Court, then this bid shall be incorporated into a contract. No oral agreements either expressed or implied shall be valid. No different or additional terms will become part of this contract with the exception of a change arising.
- The vendor shall make himself familiar with and at all times shall observe and comply with all Federal, State, and Local Laws, ordinances and regulations that, in any manner, affect the conduct of the work.
- All insurance requirements, including workman's compensation and liability, as outlined under State Law, shall be met prior to any services rendered and shall remain in effect during the time of the contract associated with an accepted bid. Payments shall not become due and payable until such certificates have been filed.
- The parties herein agree that the contract associated with an accepted bid shall be enforceable in Grimes County, Texas, and if legal action is necessary to enforce it, exclusive venue shall lie in Grimes County, Texas.
- The contract associated with an accepted bid shall be governed by and construed in accordance with the laws of the State of Texas and all applicable Federal Laws.
- The contract shall be governed by and construed in accordance with the laws of the State of Texas and all applicable Federal Laws.

- **THE VENDOR SHALL INDEMNIFY AND HOLD HARMLESS THE COUNTY AND ITS DULY APPOINTED OFFICERS, AGENTS AND EMPLOYEES FOR ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS' FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING OUT OF, OR OCCASIONED BY, THE ACTS OF VENDOR'S OFFICERS, AGENTS OR EMPLOYEES.**
- If a court of competent jurisdiction determines that any term of the contract associated with an accepted bid is invalid or unenforceable to any extent under applicable law, the remainder of the contract associated with an accepted bid (and the application of this agreement to other) shall not be affected thereby, and each remaining term shall be valid and enforceable to the fullest extent permitted by law.
- If the vendor defaults in the performance of the terms and conditions contained herein, or materially breaches any of its provisions, the County shall have the right to terminate the contract associated with an accepted bid by giving written notice of termination within thirty (30) days of the occurrence of the default or material breach.
- By accepting this invitation to bid and bidding on the item(s) set forth above you are accepting any and all of the general conditions set forth above and any additional specifications and conditions contained within the contract attached.

Respectfully,



Mary Nichols
Grimes County Auditor

GRIMES COUNTY
CONTRACT MOWING BID SPECIFICATIONS
General Instructions to Bidders and Conditions of Contract

Mow the roadsides with mowing equipment meeting the satisfaction of the County Engineer. All equipment shall be in good working order with slow mowing vehicle emblems that are in good condition. Set the mowing height at 5"-7" or as directed by the County Engineer. Hand trimming is not required but rights of ways shall be mowed completely and within 1 foot of all signs, culverts, telephone pedestals, fences, and all other appurtenances. Remove all debris from roadway after mowing. Provide advanced warning for mowing operations in accordance with the "Texas Department of Transportation Roadside Traffic Control Plan (RS-TCP-05) and provide safe passage for all vehicles travelling through mowing operations.

The contractor shall execute mowing operations without damaging any signs, delineators, culverts, fencing, trees, utilities or other roadside features. The contractor shall be responsible for all damages as a result of mowing operations. The contractor shall carry liability insurance of \$1,000,000.00 for the term of the contract. The contractor shall indemnify and hold harmless the County, the County Employees and County Officials of any liability due to the mowing operations.

The contract shall be in effect for 1 year beginning October 1, 2019 to September 30, 2020.

Mowing shall be bid by the; 1) cycle and by the 2) hour for each location (see details for locations A, B & C below)

1) Mowing by the cycle shall be performed starting on the date directed by the County Engineer and completed within 21 calendar days. One cycle shall be the satisfactory completion of mowing all the roads listed below.

2) Mowing by the hour shall be for one tractor with a batwing mower on any of the roads listed below. Mowing by the hour shall have a minimum 10 hours of work per work order at locations as directed by the County Engineer. Mowing by the hour will include mobilizing the equipment to the location as directed. Mowing by the hour shall be performed within 7 days of notification.

LOCATION "A"

County Road	Begin	Limits End	*Approx. Feet	*Approx. Miles
CR 115	SH 90	FM 1696	29,909	5.7
CR 115 A	SH 90	Dead End	2,351	0.4
CR 116	CR 115	SH 90	6,004	1.1
CR 117	CR 115	CR 139	13,362	2.5
CR 130	SH 90	FM 1696	6,230	1.18
CR 131	CR 132	Dead End	10,542	2.0
CR 132	SH 90	CR 134	27,784	5.3
CR 134	FM 1696	Walker Co.	16,444	3.1
CR 136	CR 137	Dead End	7,940	1.5
CR 137 N	Jubilee Trl	River Oaks Dr	26,107	4.9
CR 137 S	Tuttle Rd	Bogota Dr	4,722	0.9
CR 138	CR 137	CR 137	3,970	0.8
CR 139	FM 1696	CR 140	3,389	0.6
CR 141	FM 1696	SH 90	6,128	1.2
CR 143	CR 115	Cemetery Rd	10,667	2.0
CR 144	SH 90	Dead End	4,215	0.8
CR 145	Marty Rd	Dead End	5,629	1.1
CR 146	FM2620	County Line	21,331	4.04
CR 147	CR146	Dead End	8501	1.61
CR 148	FM 2620	Dead End	7,603	1.44
CR 150	SH 90	Dead End	5,174	.98
CR 158	CR 146	County Line	2,798	.53
CR 227	FM 2620	CR 228	22,704	4.30
CR 227 W	FM 2620	CR 229	13,464	2.55
CR 228	CR 227 E	SH 30	23,021	4.36
CR 229	FM 2620	SH 30	17,371	3.29
CR 231	CR 233	Dead End	2,746	.52
CR 232	SH 30	FM 1486	28,670	5.43
CR 232 A	CR 232	Dead End	3,590	.68
CR 232 B	CR 232	Dead End	845	.16
CR 233	SH 30	County Line	21,490	4.07
CR 239	CR 229	Dead End	1,478	.28
Bracewell	SH 90	Dead End	7,456	1.4
English Rd	Scales Ranch	Dead End	3,590	.68
Harrison	SH 90	Bracewell	5,392	1.0
Mike Poe	Harrison	Dead End	3,007	0.6
Oakridge	Harrison	Valley Ridge	2,452	0.5
Prairie	Mike Poe	Dead End	1,174	0.2
Valley Ridge	Mike Poe	Dead End	1,566	0.3
CR 130	FM 1696	SH 90	7,340	1.4
CR 140	FM 1696	CR 137	11,232	2.1
Richards Area				
CR 232	FM 1486	Dead End	7,022	1.33
CR 234	FM 1486	CR 232	7,550	1.43
CR 235	Carrell St	Dead End	9,979	1.89
				82.15

LOCATION "B"

County Road	Begin	Limits	End	*Approx. Feet	*Approx. Miles
Anderson Area					
CR 180	HWY 90		FM 244		6.57
CR 185	FM 3090		FM 149	29,304	5.55
CR 186	FM 3090		CR 185	9,029	1.71
CR 187	CR 185		Dead End	2,904	.55
CR 188	FM 149		CR 185	11,669	2.21
CR 215 W	FM1774		CR 446	15,629	2.96
CR 246	FM 1774		CR 406	10,032	1.90
Carlos Area					
CR 190	SH 30		FM 3090		7.7
CR 192	CR 190		End of Seal		0.7
Piedmont Area					
CR 403	FM 3090 (north)		FM 3090 (south)		5.3
CR 404	CR 403		FM 3090		1.9
Navasota Area					
CR 405	SH 90		CR 446	29,726	5.63
CR 406	CR 405		CR 405	27,350	5.18
CR 407	SH 105		FM 2445	30,835	5.8
CR 408	CR 446		Dead End	10,613	2.01
CR 409	SH 90		CR 405	13,464	2.55
CR 410	SH 105		CR 446	11,458	2.17
CR 412	SH 105		CR 407	8,448	1.60
CR 423	SH 105		End		2.4
CR 424	CR 423		End		0.4
Link	FM 1227		CR 418		0.4
CR 418	FM 379		End		0.7
CR 446	SH 105		CR 407	40,128	7.6
CR 448	CR 406		Dead End	7,392	1.40
CR 449	CR 446		Dead End	1,531	.29
CR 452	CR 419		BUS 6		1.1
CR 420	Navasota City Limit		BUS 6		0.6
	BUS 6 (north)		BUS 6 (south)		0.7
CE 420 A	CR 420		End		0.4
CR 414	BUS 6 (north)		BUS 6 (south)		0.6
CR 450	BUS 6		End		0.4
CR 413	CR 414		SH 6		0.3
	SH 6		CR 415		0.9
CR 413A	CR 413		End		0.2
CR 415	SH 6		SH 105		2.6
CR 416	CR 415		End		1.6
CR 416A	CR 416		End		0.4
CR 417	SH 105 (west)		SH 105 (east)		0.9
CR 417A	CR 417		End		0.9
CR 429					
Whitehall Area					
CR 302	FM 362		FM 1774		9.7
CR 304	CR 302		RailRoad		4.8
CR 314	SH 105		FM 2988		3.8

CONTRACT MOWING

FISCAL YEAR 2020

CR 314A	CR 314	End	0.2
CR 316	CR 315	FM 362	1.9
CR 316A	CR 316	End	0.7
CR 315	CR 316	FM 2988	1.4
CR 312	FM 362	End	0.3
CR 305	FM 362	End	2.5
CR 322	FM 2988	CR 320	1.3
CR 320	FM 2988	FM 2	2.1
CR 321	FM 2988	End	0.8
CR 323	End (north)	FM 2	0.4
CR 323	FM 2988	CR 324	2.6
CR 325	CR 323	FM 362	3.1
CR 326	FM 1227	FM 2	1.91
CR 329	FM 329	End	0.5
CR 340	FM 362	End	0.5
Courtney Area			
CR 324	Waller County Line	SH 6	3.7
CR 324	SH 6	FM 2	1.3
CR 330	Waller County Line	SH 6	1.1
CR 330	SH 6	End (north)	0.1
CR 327	FM 2	CR 347	0.7
5th St.	CR 327	Fulton St.	0.2
B St.	5th St.	6th St.	0.1
6th St.	B St.	CR 327	0.1
CR 347	FM 2	CR 327	1.0
Navasota St.	FM 2	CR 347	0.1
Montgomery St.	Navasota St.	Colorado St.	0.3
Fulton St.	Colorado St.	CR 327	0.4
Colorado St.	CR 347	FM 2	0.1
Colorado St.	FM 2	End (south)	0.4
South of Navasota			
CR 318	SH 6	FM 2988	1.8
CR 319	FM 2	CR 318	2.3
CR 328	SH 6	End	1.0
CR 317	SH 6	End (Bovay Scout Ranch)	0.7
			138.78

LOCATION "C" JOHNSON RANCH

County Road	Begin	Limits		*Approx. Miles
			End	
CR 164	FM 39		South Dead End	8.1
CR 162	CR 161		FM 244	2.1
Fawn Oaks Ridge	CR 164		Fawn Oak Trl	0.6
Fawn Oaks Trail	North Dead End		South Dead End	0.8
CR 166	CR 164		FM 244	3.1
Breezewood Dr	FM 244		South Dead End	1.2
Jubilee Trl	FM 244		South Dead End	1.3
Skillet Bend	Jubilee Trl		West Dead End	0.3
Tuttle Rd	Jubilee Trl		River Oaks Dr	0.5
River Oaks Dr	Tuttle Rd		Bogota Dr	0.4

CONTRACT MOWING

FISCAL YEAR 2020

Bogota Dr	River Oaks Dr	South Dead End	0.3
Gilpin Ln	FM 244	West Dead End	1.1
Autumn Oaks Ln	Gilpin Ln	South Dead End	0.4
Piney Oaks Ln	Gilpin Ln	South Dead End	0.4
Marty Rd	FM 244	Yerby Rd	0.5
Yerby Rd	Marty Rd	West Dead End	1.4
CR 121	FM 244	West Dead End	2.1
John Rice Dr	CR 121	South Dead End	4.2
Long Dr	John Rice Dr	North Dead End	0.7
Holly Lynn Ln	John Rice Dr	North Dead End	0.3
Tara Ln	John Rice Dr	West Dead End	0.4
Oak Dr	John Rice Dr	South Dead End	0.7
CR 170	FM 244	West Dead End	0.9
Bluebonnet Ln	CR 170	Stillmeadow Ln	1.0
Panther Creek Rd	Stillmeadow Ln	West Dead End	0.8
Stillmeadow Ln	Bluebonnet Ln	West Dead End	0.6
Burgess Rd	John Rice Dr	Rodemel Ranch Rd	0.4
Rodemel Ranch Rd	John Rice Dr	South Fork Ln	0.8
South Fork Ln	Roese Rd	North Dead End	1.0
Cottontail Ln	South Fork Ln	North Dead End	0.4
Roese Rd	CR 172	West Dead End	2.7
CR 172	FM 244	Roese Rd	1.8
CR 172	Roese Rd	North Dead End	0.5
Debbie Ln	Roese Rd	Crystal Ln	0.7
Cajun Ridge	John Rice Dr	South Dead End	0.8
Owl Tree Ln	Cajun Ridge	South Dead End	0.5
CR 175	CR 172	SH 30	5.5
CR 173	CR 175	CR 174	2.4
CR 174	SH 30	FM 244	1.9
			<hr/>
			53.6

**GRIMES COUNTY
CONTRACT MOWING
BID SCHEDULE**

I hereby agree to perform roadside mowing within the Grimes County roadway right of ways as described in the specifications.

Mowing **by the cycle** is the satisfactory completion of mowing all Grimes County roads listed above one time.

Mowing **by the hour** is for performing mowing as directed by the County Engineer.

Location "A"
(Approx. 82.15)

Location "B"
(Approx. 138.78)

Location "C"
(Approx. 53.6)

By the Cycle: _____

By the Hour: _____

Date: _____

COMPANY NAME _____

ADDRESS _____

PHONE NUMBER _____

Authorized Signature

Printed Name

Title

SUBMITTING BIDS:

Sealed bids should be mailed to:

or hand delivered to:

Jessica Herrera
Grimes County Auditor's Office
PO Box 160
Anderson, Texas 77830

Grimes County Auditor's Office
Courthouse Annex
Anderson, Texas 77830

*** CHECKLIST: ITEMS THAT MUST BE INLCUDED**

- Completed bid packet coversheet
- Bid/Quote on items described in specifications
- Conflict of Interest Questionnaire
- Signed Contract

CONTRACT

STATE OF TEXAS COUNTY OF GRIMES

WHEREAS, the attached “Bid Package” which includes any **Invitation to Bid, General Conditions, Instructions, Specifications, Proposal, and Bid Sheet(s)** for the item(s) being published for competitive bid, were solicited pursuant to Texas Local Government Code §262.021; and

WHEREAS, the Grimes County Commissioners’ Court as the governing body of Grimes County did on _____ award a contract to _____ (Vendor/Bidder) for furnishing the materials, equipment, supplies and/or services in quantities and at prices as set forth in the above-attached Bid Package; namely:

CONTRACT MOWING

THEREFORE, Knowing all men by these present, that this contract is entered into by Grimes County, Texas (hereinafter called “County”) and the undersigned Vendor (hereinafter called “Vendor” or “bidder”).

WITNESSETH

THAT IN ACCORDANCE with the above attached Bid Package in every particular, the Vendor will perform in accordance with the terms thereof and the County agrees to make payment for such items or services purchased on appropriate Purchase Orders in accordance with the items of said Bid Package which is made a part of this contract and incorporated herein for all purposes.

THAT IN ACCORDANCE with the attached the County’s acceptance of equipment, supplies and services shall be contingent on (1) such conforming to requisite standards, (2) such being delivered (if applicable), and (3) such services have been satisfactorily performed in the sole determination of the County.

Prior Agreements Superseded

This Contract, with the entire Bid Package incorporated herein for all purposes, including any required supporting literature, brochures, and/or data sheets or sample, constitutes the sole agreements of the parties to the agreement and supersedes all oral or written previous and contemporary agreements between the parties and relating to matters herein. This Contract along with the Bid Package shall be considered a “Contract associated with an accepted bid” as referenced in the Bid Package.

Amendment

This instrument contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations, no amendments, modifications or alterations of the terms of this contract shall be binding unless same is in writing, dated subsequent to the date of this contract, and duly executed by an authorized representative of each party.

Binding

This Contract shall bind and inure to the benefit of the respective parties, their representatives, successors, and assigns.

Term

This Contract shall be effective October 1, 2019 and shall remain in effect until September 30, 2020

Attorney's Fees, Costs

If any controversy, claim, or dispute arises relating to this Agreement or its breach, the prevailing party shall be entitled to recover from the other party reasonable expenses, attorney's fees, and costs.

Venue/Jurisdiction

This Contract shall be governed by and construed in accordance with the laws of the State of Texas, and venue of any legal action filed by either party shall be in Grimes County, Texas.

IN TESTIMONY WHEREOF, witness our hands at Grimes County, Texas, effective as of the date awarded above, if any.

VENDOR

GRIMES COUNTY

BY: _____
AUTHORIZED AGENT

BY: _____
COUNTY JUDGE

ATTEST: _____
GRIMES COUNTY CLERK

****Failure to sign the Contract page(s) may disqualify the bid from being considered by the Commissioners' Court. However, this contract is not valid until awarded in Commissioners' Court and signed by both parties.**

Vendor/Bidder’s Affirmation

Vendor/Bidder affirms that they are duly authorized to execute this Contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to price, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

Vendor/Bidder hereby assigns to Purchaser any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

Pursuant to 262.0276 (a) of the Texas Local Government Code, Vendor/Bidder, hereby affirms that Vendor/Bidder:

_____ **Does not own taxable property in Grimes County.**

_____ **Does not owe any ad valorem taxes to Grimes County or is not otherwise indebted to Grimes County.**

Name of Contracting Company

Contact Name

Title

Mailing Address

_____ City	_____ State	_____ Zip Code
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Signature of Company Official Authorizing Bid/Offer

Printed Name

_____ Phone	_____ Fax	_____ E-mail address
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Certificate of Interested Parties

HB 1295 was passed by the Texas Legislature in 2015. The bill took effect January 1, 2016. The link below will take you to the Texas Ethics Commission website where you need to complete the form, print it out, have it notarized and then mail the original form to:

Jessica C. Herrera
Grimes County Auditor's Office
PO Box 510
114 W. Buffington
Anderson, TX 77830

http://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

At this link, you will find videos that will take you through the steps needed to set up your User ID and complete the form as a business entity.

The contract number that you will need to complete this form is 2020-490-106

If you have any questions or problems please call Jessica Herrera at (936)873-4412 for assistance.

What is House Bill 1295 ("HB 1295")?

The 84th Texas Legislature recently passed HB 1295, which enacted Section 2252.908 of the Texas Government Code. This new law prohibits a governmental entity or state agency from entering into certain contracts with a business entity unless the business first submits a disclosure of interested parties.

To whom does HB 1295 apply?

All "business entities" (sole proprietorship, partnership, or corporation, regardless if it for profit or a nonprofit entity) that enter into a contract with a "governmental entity" (city, county, public school district, or special purpose district or authority).

How does a business entity comply with HB 1295?

The Texas Ethics Commission ("TEC") has developed the following prescribed procedures:

- First, the business entity assesses the TEC website at <http://www.ethics.state.tx.us/File/and> completes form 1295 online, making all necessary disclosures required by HB 1295 Business entities will need to create an account the first time they login to the TEC system. Business entities MUST complete the Form 1295 online.
- Upon completing the form, the TEC website will generate a PDF version of the business entity's Form 1295, including creating a unique "Certificate Number" that is stamped in the upper right hand corner of the form.

- Then the business entity executes and notarizes a hard copy of the form and submits it to the governmental entity on or before the award of the contract