City of Saginaw

Community & Economic Development Department
333 W. McLeroy Blvd., Saginaw, Texas 76179

Council Agenda Background

To: Gabe Reaume, City Manager

From: Keith C. Rinehart, Director of Community & Economic Development

Date: City Council Meeting – February 2, 2021

ITEM:

Consideration and Action regarding Recommendation for Award of Bid for Highway Right-of-Way Mowing

PRESENTER:

Keith C. Rinehart, Director of Community & Economic Development

DISCUSSION:

In September 2019, the City of Saginaw went out for bid for Right-of-Way Mowing. Greener Pastures Landscaping (A Yellowstone Landscape Co.) submitted a winning bid of $785 per mowing cycle. Last year, the City Council awarded the bid to Greener Pastures.

The term of the original contract is from the date of award through December 31, 2020, with the option to renew the contract for two (2) additional one-year terms. We completed the original contract year ending December 31, 2020 and are requesting to renew the contract for one (1) additional year that will end December 31, 2021. Renewal is based on an evaluation by the Owner of the contractor's performance during the previous period, budget requirements, etc. Greener Pastures is submitting no additional change to the contract charge. Per cycle mowing price will continue to be $785.00.

RECOMMENDATION:

Staff is recommending the approval of the Right of Way Mowing Contract with Greener Pastures Landscaping (A Yellowstone Landscape Co.) who is continuing with their original bid price of $785 per mowing cycle with no increase from the previous year.

FINANCIAL IMPACT:

The financial impact will be $785 per mowing cycle (no increase from the previous year). Residents, via their monthly water bill, will fund this project from the Keep Saginaw Beautiful voluntary $1.00 donation.

ATTACHMENTS:

- Contract for ROW Mowing
- Map of Areas to Mow

If you have any questions, please contact me at 817-230-0331.

Thank you,

Keith C. Rinehart, Director of Community & Economic Development

Contract Documents
and Specifications for

Highway Right-of-Way Mowing

City of Saginaw

February 2, 2021

CONTRACTUAL AGREEMENT

SPECIFICATIONS

A mowing cycle shall include the mowing and trimming of all grass and weeds to a height of 2" within each area shown on the attached map and generally described as follows:

The east side of Saginaw Boulevard (Bus. 287) beginning just north of the intersection with Longhorn Road to 200 feet north of E. Southern Ave., then from 1,000 feet north of E. McLeroy Boulevard north to 2,200 feet north of the Bailey Boswell Road intersection (in and around the trees and shrubs planted by the owner in the TXDOT right-of-way). This represents a mowing area that is approximately 15 feet wide (from the east edge of pavement east to the right-of-way line) by 12,990 feet long. Also the center medians of Bus. 287 north of W.J. Boaz and north of E. Bailey Boswell to the Saginaw City limits. Also the area on the west side of Bus. 287 from Longhorn Rd. north to Hialeah. Also the center medians on Blue Mound Road (Hwy. 156) beginning on the south side of Loop 820 north to Industrial Boulevard and the median north of McLeroy to Western Center Boulevard. (See attached maps).

The mowing cycle shall be completed once every two weeks during the growing season. The owner shall determine the beginning and end of each growing season, however it will generally last from March through October of each year. Additional mowing cycles may be requested at the sole discretion of the Owner.

a) All debris shall be removed by the contractor prior to mowing if shredding of the debris would be detrimental to the appearance of the area. No separate pay item shall be allowed for litter control.

b) Trimming around trees and shrubs, fence lines, poles, posts and other obstructions will be performed using mechanical devices and/or hand labor with each cycle. **Special care shall be taken when trimming around trees and shrubs to avoid damage to them.** Any trees or shrubs damaged by the contractor shall, at the discretion of the Public Services Department representative, be replaced by the contractor at no cost to the owner. Any damage to the irrigation system caused by the contractor shall be immediately repaired by the contractor at no cost to the owner.

c) Clippings shall not be blown into the streets or roadways. Clippings shall not normally be collected and removed from the site after each cycle. However, if excessive clippings occur, these shall be removed by the contractor. In addition, excessive clippings resulting from extended mowing frequencies due to the contractor's delay shall be removed by the contractor.

d) Contractor's personnel working in medians and on roadways shall be required to wear safety vests or other safety garments. Care should be taken to avoid conflicts with oncoming traffic. All work being performed is within the Texas Department of Transportation right-of-way and must conform to the signing requirements specified in the Texas Manual for Uniform Traffic Control Devices (TMUTCD).

e) Areas that are impossible to mow mechanically due to slopes and ditches must be cut with string trimmers or other acceptable method.

f) No payment for partial mowing will be made. Each cycle must be completed in order for payment to be acknowledged.

GENERAL REQUIREMENTS

1. CONTRACT PERIOD

The term of the contract shall be from the date of award through December 31, 2021, with the option to renew the contract for two (2) additional one-year terms. We completed the original contract year ending

December 31, 2020 and are renew the contract for one additional year. Renewal shall be based on an evaluation by the Owner of the contractor's performance during the previous period, budget requirements, etc. There is no change to the contract charge. Per cycle mowing price will continue to be $785.00.

After the completion of the initial contract term, the Contractor shall submit the renewal proposal with price changes, and justification for price increase to the Owner no later than February 1, 2022. Increases in contract pricing shall not exceed the consumer price index of the Dallas/Fort Worth standard metropolitan area for the previous twelve-month period. Renewal shall be at the sole discretion of the Owner.

2. GENERAL CONDITIONS

Contractors submitting bids certify 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 will have the necessary equipment and personnel and be ready to proceed on the starting date.

The Contractor shall be required to keep sufficient equipment and labor on hand to do a complete mowing of the areas specified by contract, as often as may be specified should the growing season demand.

3. METHOD OF OPERATION

The Contractor will work under the direction of the Public Services Superintendent or his representative. No payment, on any basis, will be made for unsatisfactory mowing. The determination of the Public Services representative shall be final on all work.

The Contractor shall provide a monthly invoice showing the dates the mowing took place to the City. Payment by the City will be made within thirty (30) days of receipt of invoice.

The City of Saginaw reserves the right to cancel the contract at any time without penalty.

All operations and expenses connected with the operations described in these specifications shall be the responsibility of the contractor.

- The Contractor shall provide his/her own equipment, labor, fuel and any other materials necessary to complete the required work. The Contractor shall be responsible for the maintenance and repair of his/her own equipment and the availability and supervision of his/her employees.

- The Contractor is required to have a competent and experienced Supervisor/Foreman with each group at all times. The Supervisor/Foreman referred to herein may be a working Foreman operating a mower.

- The Contractor will perform all handwork required to provide an efficient mowing and trimming operation.

- There shall be no subcontractors used by the Contractor to fulfill any items or conditions of the contract without prior written consent of the City.

4. INSURANCE

A. Types and Amounts. Prior to commencement of work pursuant to this Agreement, the Contractor shall furnish the City with proof of insurance as required by this section. Coverages shall be of the following types and not less than the specified amounts:

1. Workers' compensation as required by Texas law, with the policy endorsed to provide a waiver of subrogation as to the City; employer's liability insurance of not less than the minimum statutory amounts.

2. Commercial general liability .insurance, including premises operations; independent contractor's liability and contractual liability covering, but not limited to, the liability assumed under the indemnification provisions of this Contract, fully insuring Contractor's liability for injury to or death of third parties or City employees, broad form property damage, with minimum limits as set forth below:

Bodily Injury	$500,000 Each Occurrence
Bodily Injury	$1,000,000 Annual Aggregate
Property Damage	$200,000 Each Occurrence
Contractual Liability:	
Bodily Injury	$500,000 each occurrence
Property Damage	$500,000 each occurrence
Personal Injury	$500,000 Annual Aggregate
With employment exclusion deleted	

3. Comprehensive automobile and truck liability insurance, covering owned, hired and non-owned vehicles, with a combined bodily injury and property damage minimum limit of $1,000,000 per occurrence; or separate limits of $500,000 for bodily injury (per person), and $500,000 tor property damage. Such insurance shall include coverage for loading and unloading hazards

B. Policy Endorsements. Each insurance policy to be furnished by Contractor shall include the following conditions by endorsement to the policy:

1. The liability insurance policy shall name City as an additional insured using endorsement GC 2010 or broader; the policy phrase "other insurance" shall not apply to the City where the City is an additional insured; the policy shall specify that it is primary and non-contributory with any of the City's policies and will state that each insured is provided coverage as though a separate policy had been issued to each, except that the insurer's liability will not be increased beyond the amount for which the insurer would have been liable had only one insured been covered.

2. Each policy shall require that 30 days prior to cancellation, non-renewal or any material change in coverage, a notice thereof shall be given to City by certified mail. lf the policy is canceled for nonpayment or premium, only 15 days written notice to City is required;

3. The term 'City" shall include all authorities, boards, bureaus, commissions, divisions, departments and offices of the City and individual members, employees and agents thereof in their official capacities, and/or while acting on behalf of the City;

4. All policies are to be written through companies duly licensed to transact that class of insurance in the State of Texas;

5. All liability policies required herein shall be written with an "occurrence" basis coverage trigger; and

6. Prior to the effective date of cancellation of any policy, Bidder shall deliver to the City a replacement certificate of insurance or proof of reinstatement.

5. INDEMNITY

CONTRACTOR COVENANTS AND AGREES TO TNDEMNIFY, AND DOES HEREBY INDEMNIFY, HOLD HARMLESS AND DEFEND C!TY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS OR SUITS FOR PROPERTY DAMAGE OR LOSS

AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF WHATSOEVER KIND OF CHARACTER, WHETHER NEAL OR ASSERTED, (INCLUDING, WTTHOUT LIMITATION, REASONABLE FEES AND EXPENSES OF ATTORNEYS, EXPERT WITNESSES AND OTHER CONSULTANTS ARISING OUT OF OR IN CONNECTION WITH, DIRECTLY OR INDIRECTLY, THE PERFORMANCE OF THE SERVICES UNDER THE CONTRACT, WHETHER OR NOT CAUSED, IN WHOLE OR IN PART, BY ALLEGED NEGLIGENCE OF OFFICERS, AGENTS, SERVANTS, OR EMPLOYEES OF CITY; AND CONTRACTOR HEREBY ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR SUCH CLAIMS OR SUITS. CONTRACTOR SHALL LIKEWISE ASSUME ALL LIABILITY AND RESPONSIBILITY AND SHALL INDEMNIFY CITY FOR ANY AND ALL INJURY OR DAMAGE TO CITY PROPERTY, ARISING OUT OF OR !N CONNECTION WITH ANY AND ALL ACTS OR OMISSIONS OF CONTRACTOR, ITS OFFICERS, AGENTS, S E RVANTS, E M PLOYE ES, CONTRACTORS, S U BCONTRACTORS, LICENSEES, OR INVITEES.

NAME AND ADDRESS OF COMPANY:

_____

_____

_____

_____

Tel. No. _____

AUTHORIZED REPRESENTATIVE:

Signature_____

Date _____

Name _____

Title _____

FAX No. _____

E-Mail Address: _____

AFTER HOURS EMERGENCY CONTACT:

Name: _____ Tel. No. _____

CITY OF SAGINAW:

333 West McLeroy Blvd.

Saginaw, Texas 76179

Phone: 817-232-4640

Fax: 817-232-4644

Email Address: info@ci.saginaw.tx.us

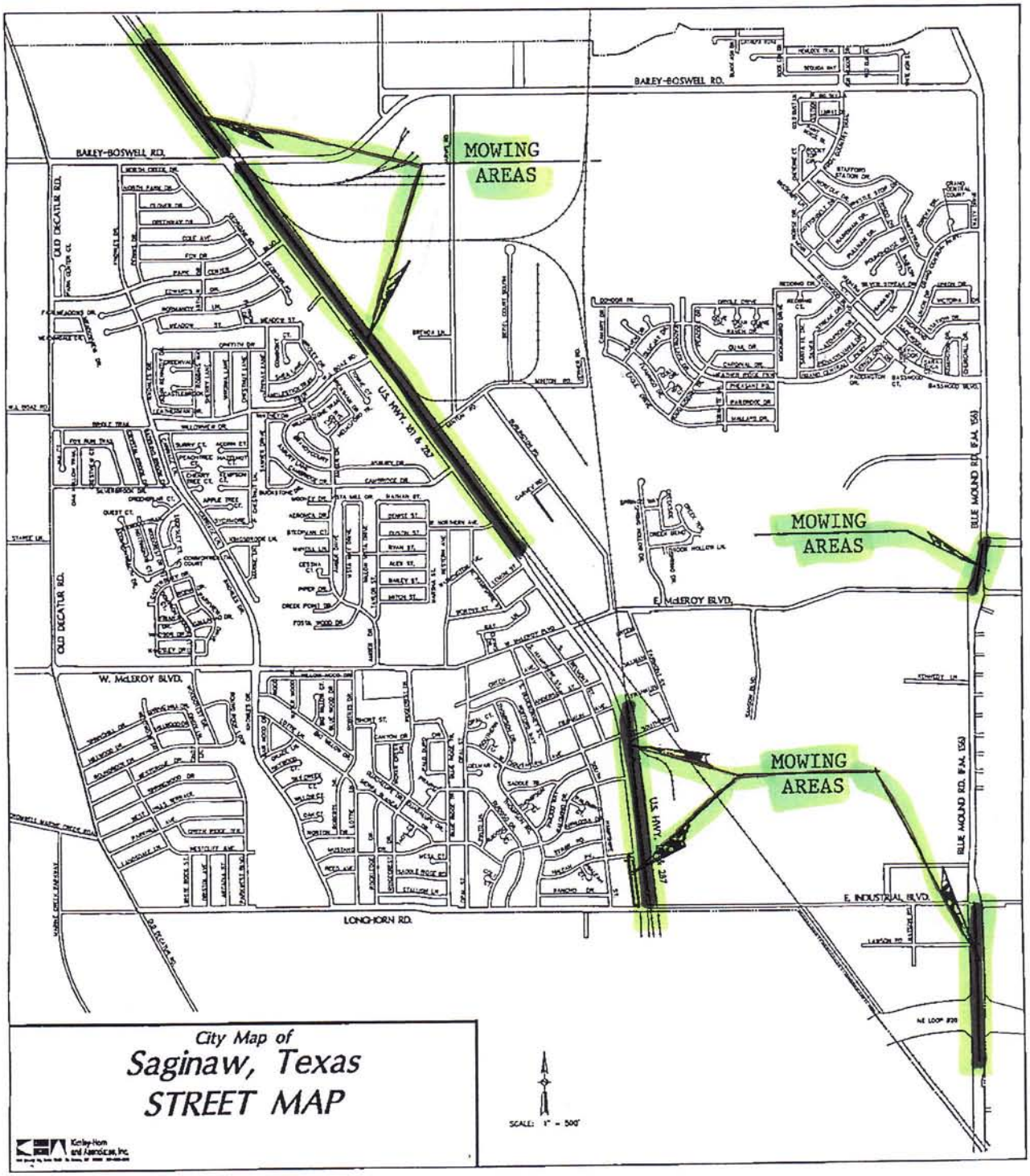
AUTHORIZED REPRESENTATIVE:

Signature_____

Date _____

Name _____

Title _____


MOWING AREAS
MOWING AREAS
MOWING AREAS
BAILEY-BOSWELL RD.
BAILEY-BOSWELL RD.
OLD DECATUR RD.
OLD DECATUR RD.
W. McLEROY BLVD.
E. McLEROY BLVD.
E. INDUSTRIAL BLVD.
LONGHORN RD.
BLUE MOUND RD. (F.M. 156)
BLUE MOUND RD. (F.M. 156)
U.S. HWY. 181 & 287
U.S. HWY. 287
City Map of
Saginaw, Texas
STREET MAP
SCALE: 1" = 500'
Kelley-Horn and Associates, Inc.