

CITY OF VICTORIA, TEXAS

PURCHASING DIVISION

INVITATION TO BID, BID SPECIFICATIONS & BID FORMS

FOR

BRUSH GRINDING SERVICES



BIDS WILL BE RECEIVED UNTIL
1:30P.M., WEDNESDAY, SEPTEMBER 16, 2009
AT THE PURCHASING OFFICE
1201 E. PINE STREET
VICTORIA, TX 77901

AFTER 1:30P.M. ALL BIDS SHALL BE HAND DELIVERED TO
700 MAIN CENTER, 702 N. MAIN STREET, SUITE 204
VICTORIA, TX 77901

PUBLIC BID OPENING WILL BE CONDUCTED
AT 2:00P.M. ON WEDNESDAY, SEPTEMBER 16, 2009
AT 700 MAIN CENTER, 702 N. MAIN STREET, SUITE 204
VICTORIA, TX 77901

PHONE: 361-485-3170
FAX: 361-578-9478

Bid Reference No: 91609-S-1

INVITATION TO BID

Bids, addressed to the City of Victoria, will be received for:

BRUSH GRINDING SERVICES

In accordance with the specifications and contract documents. Bids will be received at the office of the City Purchasing Department, 1201 E. Pine Street, Victoria, Texas 77901, until 1:30p.m. Wednesday, September 16, 2009. After 1:30p.m. all Bids shall be hand delivered to the City of Victoria, 700 Main Center, 702 N. Main Street, Suite 204, Victoria, Texas 77901. Bids will be opened and publicly read aloud on **Wednesday, September 16, 2009** at 2:00p.m. Any bid received after 2:00p.m. will be returned unopened. The envelope containing the bid shall be clearly marked bid for "**Brush Grinding Services.**"

Bid packages are available at the City of Victoria, Purchasing Office, 1201 E. Pine Street, Victoria, Texas 77901. Bid packages may also be downloaded in .pdf format at www.victoriatx.org/purchasing/bids.htm . Bidders must periodically check with the Purchasing Department and/or this webpage for modifications to bid specifications.

The City of Victoria reserves the right to reject any and/or all bids, to waive any and/or all Formalities and to accept the one deemed most advantageous to the City.

Lana Schultz
Purchasing Agent
City of Victoria

CITY OF VICTORIA, TEXAS

PURCHASING DEPARTMENT

GENERAL TERMS AND CONDITIONS

1. PURCHASE CONTRACT

The successful bidder will be asked to enter into a contract with the City of Victoria. The contract will include the specifications herein listed and any other pertinent information.

2. DESCRIPTION OF SUPPLIES

Any catalog or manufacturer's reference used is merely descriptive, and not restrictive, unless otherwise noted and is used only to indicate type and quality of material. Bidders shall state exactly what they intend to furnish, otherwise they shall be required to furnish the items as specified.

3. DISCOUNTS

Bids submitted will be considered as competitive and should reflect any and all discounts offered to the City of Victoria.

4. FIRM TIME OF BIDS

The Bidder shall state the length of time for which bid prices are firm. The City of Victoria requests a minimum of 60 days.

5. LEAD TIME

Lead time must be specified on the Bid Sheet as to the number of calendar days from receipt to release. Bids submitted on the basis of "as required" may be rejected as being non responsive.

6. PAYMENT

Full payment will be made within 30 days of the delivery of each completed order.

7. SALES TAX

These items will be exempt from payment of Sales and Local Sales Tax. The City of Victoria will furnish Exemption Certificate to successful bidder in the amount of merchandise cost, if required.

8. TRANSPORTATION

All bids must include the cost of transportation, FOB Victoria, Texas.

9. FUNDING SOURCE

The purchases will be funded by the City of Victoria. One complete Bid Document which contains the Invitation to Bid, Bid Specifications and Bid Forms must be returned in its entirety.

10. BID EVALUATION FACTORS

- A. The City retains the authority to award a bid based on findings in accordance with Texas Local Government Code § 271.9051. The City may condition such award on the awarded bidder providing additional requested information and indemnifying the City for all costs of litigation arising from the use of said statute.
- B. Partial Awards. Bidders may furnish pricing for all or any portion of the bid invitation. Unless the bidder specifies otherwise in his bid, the City may award the contract for any item or group of items shown on the bid invitation.
- C. Reservations. The City expressly reserves the right to:
 - 1. Waive as an informality minor deviations from specifications that do not impair overall functions;
 - 2. Waive any defect, irregularity or informality in any bid or bidding procedure;
 - 3. Reject or cancel any or all bids;
 - 4. Reissue a bid invitation;
 - 5. Extend the bid opening time and date;
 - 6. Procure any item by other means;
 - 7. Increase or decrease the quantity specified in the bid invitation, unless the bidder specifies otherwise;
 - 8. Consider and accept an alternate bid as provided herein when most advantageous to the City.
 - 9. Negotiate with any bidder after proposals have been made regarding price, warranty, or any other factor being considered in reference to this proposal.

11. INDEMNIFICATION

The successful bidder shall defend, indemnify and hold harmless the City of Victoria and its officers, agents, and employees from all suits, actions, or claims of any character, name and description including attorney's fees/expenses brought for any injuries to persons or damages to property in connection with this contract including any claims for damages accruing during the delivery of the item supplied hereunder. Any money due the successful bidder under this Contract as shall be considered necessary to the City of Victoria may be retained for the use of the City to secure this indemnity. The successful bidder expressly agrees to defend, indemnify and hold harmless the City of Victoria and its officer, agents, and employees in accordance with this clause regardless of whether the injury or damage is caused in whole or in part by the acts of omissions, including negligence, of the City of Victoria, its officer, agents or employees.

CITY OF VICTORIA, TEXAS

BID SPECIFICATIONS

FOR

**BRUSH GRINDING SERVICES AT
THE CITY OF VICTORIA BRUSH SITE**

1.0 GENERAL

The City of Victoria is soliciting bids for the Grinding of all Brush and stumps at the City of Victoria, Bush Site, 18545 FM1686, Bloomington, Texas 77951.

2.0 SCOPE OF WORK

Contractors will provide all necessary labor, equipment, material and supplies necessary for the processing of all brush and stumps located at the City of Victoria, Bush Site, 18545 Fm1686, Bloomington, Texas 77961 in accordance with the attached Contract. The end processed material shall be in finished sizes no greater than 4” measured in any direction.

The City estimates that approximately 88,000 cubic yards of un-ground brush and stumps will be present at the site at the time of contract execution.

Bidders shall examine the site to obtain firsthand knowledge of existing conditions. Contractors will not be given extra payments for conditions that can be determined by examining the site.

3.0 PAYMENT

The City will pay for the work within 30 days after invoice following the City’s acceptance of the work.

4.0 INSURANCE

Prior to the City’s execution of the contract to perform this work, the contractor will provide a certificate of insurance meeting the requirements of the attached Contract.

5.0 INSPECTION

All work by the Contractor is subject to inspection by the City of Victoria representatives at any time during normal working hours.

6.0 BIDDER INFORMATION

Firm Name: _____

Address: _____

Phone Number: _____

Fax Number: _____

Signature of Authorized
Representative: _____

**Contract between the City of Victoria
For
Brush Grinding Services at 18545 FM 1686, Bloomington, Texas 77951**

CONTRACTOR: _____

CITY: City of Victoria, a Texas municipal corporation, P.O. Box 1758, Victoria, Texas 77902-1758

CITY'S REPRESENTATIVE: Jerry James, Director of Environmental Services, (361) 485-3230

GRINDING SITE: City of Victoria, Brush Site, 18545 FM1686, Bloomington, Texas 77951

PROJECT DESCRIPTION/SCOPE OF WORK: Contractor shall provide all labor, equipment, and material to grind all brush and other woody materials at the GRINDING SITE. Grinding will be done using a _____ grinder (the "grinder") utilizing a 4" screen. The ground material shall be in finished sizes of no greater than 4" in any direction. The contractor shall provide all labor, equipment, and material to maneuver the brush into the grinder. Contractor represents that the grinder described above is capable of handling brush, trees, and other woody material.

Grinding shall begin no earlier than 7:00 am and end no later than 9:00 pm. each day. Contractor will place the grinder at the location on the GRINDING SITE directed by the CITY'S REPRESENTATIVE. Contractor will provide sufficient staff at all times during operating hours to ensure safety at the GRINDING SITE.

Contractor shall also comply with the requirements of the Invitation to Bid, Bid Specifications, and Bid Forms for this contract, as well as any exceptions thereto noted by contractor and the representations made in Contractor's bid.

AMOUNT: Contractor shall do the aforementioned work at the aforementioned locations in exchange for payment by the City of Victoria in the amount of \$_____ **per cubic yard of un-ground material.** At this time, CITY'S REPRESENTATIVE estimates there is approximately 88,000 **cubic yards** of un-ground material at the grinding site, for an estimated contract amount of \$_____. Prior to completion of this contract, CITY'S REPRESENTATIVE may visit the grinding site and authorize CONTRACTOR to grind additional materials at the aforementioned amount per cubic yard, but in no event will the total contract price exceed_____.

PROJECT TIME: Contractor shall begin the work within **15 days** after receiving Notice to Proceed from City's Representative. Work shall continue until the earlier of:

- (1) Contractor has expended the total amount authorized pursuant to this contract, or
- (2) CITY'S REPRESENTATIVE issues a Notice to Stop Work to the Contractor.

Time is of the essence. All work shall be completed within **90 days** after City's REPRESENTATIVE has issued the Notice to Proceed. Failure of the Contractor to fully complete the Project within the Contract Time, including any written extensions granted, shall entitle the Owner to deduct from the money due to the Contractor, the amount of **\$400.00** for each calendar day of delay in completion of the Work. This sum is based on a reasonable estimate of the added expenditures of public funds for supervision, and the loss of anticipated use of the completed project.

PAYMENT: Contractor shall invoice the City within 30 days after City's acceptance of the Work. The City will pay for the work within 30 days after invoice following the City's acceptance of the Work. The City may require the Contractor to provide affidavits showing that all subcontractors have been paid before providing payment to the Contractor for this project.

INDEMNITY: The Contractor shall defend, indemnify and hold harmless the City of Victoria and the City's officers, agents, and employees from all suits, actions or claims of any character, name and description including attorneys' fees and expenses brought for any injuries to persons or damages to property in connection with the performance or attempted performance of this contract. So much of the money due the Contractor under this contract, as shall be considered necessary by the City, may be retained for the use of the City until all suits, actions, and claims shall have been settled and satisfactory evidence to that effect furnished to the City. The Contractor and its sureties expressly agree to defend, indemnify and hold harmless the City and the City's officers, agents, and employees in accordance with this clause regardless of whether the injury or damage is caused in whole or in part by the acts or omissions, including negligence, of the City or the City's officers, agents or employees or any condition of any property owned or controlled by the City.

INSURANCE: During the term of this contract, CONTRACTOR shall maintain at least the following insurance coverages and comply with the following requirements:

1. Workers' Comp & Employer's Liability:
 - a. Policy Limits --- "Statutory Limits" box should be checked on certificate.
 - b. Waiver of Subrogation against the City of Victoria and its officers, agents, and employees shall be included.
 - c. If any of the Contractor's employees engaged in hazardous work on the project under this contract are not protected under the Worker's Compensation Statute, then the Contractor shall provide adequate employer's general liability insurance for the protection of this class of employees.

2. General Public Liability Insurance as follows:

\$250,000 for injuries to one person per occurrence, \$500,000 for injuries to all persons in a single occurrence per occurrence, and \$100,000 for property damage per occurrence

OR

\$600,000 combined single limit per occurrence.

The policy shall name the City of Victoria as an additional insured, be on the commercial general liability form, and include a waiver of subrogation against the City and its officers, agents, and employees. The policy shall provide coverage for contractual liability and acts of independent contractors.

3. Comprehensive Motor Vehicle Liability Insurance on all vehicles used in connection with the contract, whether owned, non-owned or hired as follows:

\$250,000 for injuries to one person per occurrence, \$500,000 for injuries to all persons in a single occurrence per occurrence, and \$100,000 for property damage per occurrence

OR

\$600,000 combined single limit per occurrence.

The policy shall name the City of Victoria as an additional insured and include a waiver of subrogation against the City and its officers, agents, and employees.

4. Umbrella Policy Coverage of at least \$500,000 overlying commercial general liability and motor vehicle liability policies.

OR

at least \$1,000,000 Combined Single Limit on both General Public Liability and Comprehensive Motor Vehicle Liability Insurance

The City of Victoria shall be named an additional insured on this policy.

5. The certificates of insurance furnished to the City of Victoria shall contain a provision that coverage under such policies shall not be canceled or materially changed unless at least 30 days prior written notice has been given to the City. All policies shall be issued by an insurer authorized by Texas Department of Insurance to issue the applicable policies in the State of Texas.

GENERAL CONDITIONS OF WORK:

1. Upon setup, the Contractor shall view all affixed pipes, wires, conduits, poles or other structures within or adjacent to the work which may affect operations. When obstructions are determined to so that work cannot be accomplished without danger to personnel or public utilities, the Contractor shall notify the utility involved before anticipated work is to begin.

2. The Contractor shall have a competent supervisor in direct and personal charge of the work at all times during the execution of this contract. The City's Representative or designated representative may shut down the work under this contract if the supervision is not, in his opinion, adequate to protect the interests of the City of Victoria.

3. The Contractor shall at all times observe and comply with all federal, state, and local laws, ordinances, and regulations which in any manner affect the Contract or the Project.

4. Contractor shall perform this contract with its own crews. Contractor shall not assign or subcontract any part of this contract.

5. This agreement is performable and is to be governed by the law applicable in Victoria County, Texas. Venue for any action arising under this agreement shall be in Victoria County, Texas.
6. In performing services under this Agreement, the relationship between the City and Contractor is that of independent contractor, and the execution of this Agreement does not change the independent contractor status of Contractor. No term or provision of this Agreement or act of Contractor in the performance of this Agreement shall be construed as making Contractor or any agent, servant or employee of Contractor an agent, servant or employee of the City.

Executed this the _____ day of _____, 2009.

CITY OF VICTORIA:

CONTRACTOR: _____

Charles Windwehen, City Manager

(seal)

ATTEST:

ATTEST:

Scarlet Swoboda, City Secretary

Signature

Printed Name

APPROVAL AS TO FORM:

Linda Champion, City Attorney

CITY OF VICTORIA, TEXAS INVITATION TO BID AND BID QUOTATION FORM

THIS DOES NOT REPRESENT AN ORDER FOR A PURCHASE BY THE CITY OF VICTORIA

USE THIS FORM IN SUBMITTING ALL BIDS

BIDDERS NAME & CONTACT INFORMATION (INCLUDE FULL LEGAL NAME (OR EXACT CORPORATE NAME) & TRADE NAME, ADDRESS PHONE NUMBER & FAX NUMBER AND E-MAIL ADDRESS {IF AVAILABLE})	→ SHOW THIS INFORMATION ON THE FACE OF THE ENVELOPE	DATE: 8/31/2009 QUOTATION No.:91609-S-1 REQUEST FOR: ANNUAL SUPPLY CONTRACT FOR BRUSH GRINDING SEALED BIDS WILL BE RECEIVED UNTIL 1:30P.M. ON WEDNESDAY , SEPTEMBER 16, 2009 AT THE CITY OF VICTORIA PURCHASING DEPARTMENT, 1201 E. PINE STREET, VICTORIA, TEXAS 77901. AFTER 1:30P.M. ALL BIDS SHALL BE DELIVERED TO 700 MAIN CENTER, 702 N. MAIN STREET, SUITE 204, VICTORIA, TEXAS 77901. BIDS WILL BE OPENED AND PUBLICLY READ ALOUD AT 2:00P.M. ON WEDNESDAY, SEPTEMBER 16,, 2009 AT 700 MAIN CENTER, 702 N. MAIN STREET, SUITE 204, VICTORIA, TEXAS 77901. LANA SCHULTZ 361-485-3170 PHONE		
ITEM	QTY	DESCRIPTION	UNIT PRICE	AMOUNT
1	Approximately 88,000 Cubic Yards of Unprocessed Brush and Stumps	Brush Grinding Services at City of Victoria, Brush Site, 18545 FM1686, Bloomington, Texas 77951 as per City of Victoria Bid Specifications and Contract Documents		
TOTAL BID				\$
ALL TAXES TO BE EXCLUDED FROM BID			PRICES TO BE QUOTED F.O.B. VICTORIA, TEXAS	

DELIVERY IN _____ DAYS FROM RECEIPT OF ORDER.

Note:

By submitting the above and signing below, the signer agrees that acceptance of any or all quotations by the governmental unit that posted the bid constitutes a contract in accordance with the Invitation to Bid and Bid Quotation Form, General Conditions, Technical Specifications and other contract documents that accompanies the request for bid or were available for examination by bidders with respect to this item. Including provisions as to indemnification that may be included therein.

The City of Victoria reserves the right to reject any and/or all bids and to waive any and/or all formalities and to award purchase on individual item basis.

Acceptance of the successful bid shall obligate the bidder to provide up to the amount bid at the bid terms and conditions stated herein. Acceptance of the successful bid shall only obligate the City to purchase some of the item from that bidder.

The City reserves the right to require any successful bidder to enter a separate written contract containing the terms herein and other reasonable conditions.

Signature of Authorized Representative

Print Name

Date