

23-15 Summary

The current pricing for internal contact "ITB#23-15 Fleet Mowing Services" is as follows:

- South Service Center - \$365.00 per mile with Coastal Maintenance
- Central Service Center - \$365.00 per mile with Coastal Maintenance
- North Service Center - \$379.00 per mile with Yellowstone Landscape
- West Service Center - \$326.00 per mile with D&N Contractors, Inc.

In utilizing the Choice Partners Cooperative Contract, the price per mile for all service centers will be a fixed rate of \$335.00. Yellowstone is the current vendor for the North Service at a rate of \$379.00 per mile; however, under the cooperative contract, the rate will decrease to \$335.00 per mile.

In addition, approval to utilize the Choice Partners Cooperative Contract, the County can take advantage of Choice Partners' rebate program and earn money back from what we spend on the Choice contract for fleet mowing services.

Further, Yellowstone will assign one (1) account manager to all service centers to communicate operating schedules.

BRAZORIA COUNTY – Fleet Mowing Services SPECIFICATIONS / SCOPE OF WORK



1.0 SPECIFICATIONS

A specification sheet is provided for each service center. The data includes a listing for each road with length, mowing width and number of acres for each listing. A summary is provided at the end of each service center specification sheet. The summary includes the total number of miles, acres and the average number of acres per mile for the service center.

Prior to beginning operations, Brazoria County shall arrange a meeting between the Road and Bridge Department Superintendents and the awarded contractor. In this meeting, the contractor will outline contractor's proposed mowing procedures and submit contractor's plans for performing the work with safety for the general public. Any plans, specifications, unusual conditions, methods for marking non-mow areas and other pertinent issues regarding work will be discussed.

The contractor shall remove any debris that is thrown on the roadway by their equipment and shall be removed immediately. In addition, mud that is tracked or dragged onto any roadway by mowers shall be removed immediately as well.

1.1. FLEET MOWING

Contractor shall mow within one (1) foot of all fixed objects exercising extreme care not to damage signs, culverts, mailboxes, fencing, trees or other appurtenances which are not a part of the facility. (See section 16.0 of Bidders Instructions).

The mowing height shall be approximately six (6) inches.

The contractor shall mobilize within forty-eight (48) hours notification from the Service Center and shall complete each cycle within the designated six (6) week mowing cycle.

It will be the vendor's responsibility to inspect the County roads prior to bid submittal.

Slope mowers are to be used for mowing of ditches and back slopes that cannot be reached by other equipment. Ditches are not mowed when wet and will need to be noted on the contractors daily / weekly log.

Most contractors determine the rights of way boundaries by using the telephone poles or fences as a guideline to the right of way boundaries.

There will be variations in widths. The contractor will need to consider these variations when preparing the bid response. In submitting a response the contractor acknowledges the mile estimates shown on the attached exhibits are sufficient in determining bid pricing.

The price quote will be based on miles. Brazoria County may confirm miles mowed on a daily basis. Invoices shall be based on a daily log showing locations mowed and number of miles mowed daily.

In addition, various county roads will have sections that are maintained by private landowners. These sections are not included in the bid. Contractors are paid for actual miles mowed.

1.2. EQUIPMENT

1.2.1. Rotary mowers will normally be required in all mowing of right-of-way, except a sickle mower may be used to mow around bridges, culverts, signs, posts, mailboxes, delineators, guardrail, etc. All rotary mowers must be equipped with safety chains to prevent damage to property by flying debris from under the mower.

- 1.2.2. Chains shall be a minimum of 3/8" in size and links spaced side-by-side around the mowers' front and sides, and long enough to drag the ground at all times.
- 1.2.3. All mowers shall be kept in good operating condition and shall be maintained to provide a clean sharp cut of vegetation at all times. All equipment shall be approved by the Precinct Representative.
- 1.2.4. Successful bidder shall provide a replacement mower or mowers in the event mower(s) breaks down while performing work for Brazoria County.
- 1.2.5. Successful bidder shall ensure that mowers are properly maintained to ensure work is performed as specified herein.
- 1.2.6. Mowers shall operate at speeds appropriate to produce quality cutting.
- 1.2.7. Mower operators will establish cutting paths that provide 100% traverse coverage of each area required to be mowed. Missed strands of vegetation or areas not uniformly cut will be re-cut at no additional cost to the County and will be subject to final approval by the County.
- 1.2.8. The required mowing areas are located throughout Brazoria County and shall include right-of-way, right-of-way down slopes, channel bottoms and tops of banks from the top of slope to the boundary, to designated width or, to obstruction such as fence, or assigned berm width.
- 1.2.9. Ruts or holes one inch (1") or deeper and other disfigurement caused by the contractor's mowing equipment shall be the responsibility of the contractor to restore to original condition immediately.
- 1.2.10. The contractor shall not park unattended equipment within seven (7) feet of travel lanes or roads.
- 1.2.11. The total *minimum* number of 15 foot mowers with operators to be assigned to this contract will be three (3). Contractors are able to assign additional mowers and operators to ensure that they can perform to the specifications/scope of work as stated in this bid.
- 1.2.12. The total minimum number of weed-eaters with operators assigned to this contract will be two (2). Contractors are able to assign additional mowers and operators to ensure that they can perform to the specifications/scope of work as stated in this bid.

1.3. WEED EATING (TRIMMING)

All signs, mailboxes, culvert ends and guard rails around which turf grass, rye grass, or weeds can grow must be cleared with a weed eater on the same day of mowing. Contractors are not required to trim or spray along right-of-way fences.

BRAZORIA COUNTY

CONTRACT TERM

Renewals shall be subject to approval by Brazoria County Commissioners' Court each period

ADDITIONAL INFORMATION

Daily Tickets:

Awarded vendors are to submit Attachment A Mowing Report daily or weekly to each Road and Bridge Service Center Superintendent to verify the miles mowed.

Mowing that occurred over a weekend shall be submitted to each Road and Bridge Service Center Superintendent the following Monday in order for verification of the miles mowed.

Mowing occurring on a weekend for the next month shall be recorded on a new report and included in the next month's invoices.

Invoices:

Invoices shall be mailed to the address on the Purchase Order or Release Order.

Brazoria County will pay invoices NET THIRTY (30) days from receipt of invoice by Brazoria County.

All invoices must reference the appropriate Purchase Order number or Release Order number.

Invoices shall be submitted to the Service Center for processing and shall contain, but not be limited to the following:

One (1) line item for Fleet Mowing Services

Fleet Mowing invoice shall reference units as specified by awarded (miles) rights-of-way mowed per day.

Invoice shall state the mowing cycle For example, October 1, 2020 – November 30, 2020)

Purchase / Release Orders:

Brazoria County shall issue Purchase or Release Orders that will contain the bill to information for that department.

The awarded vendor must receive a proper Purchase or Release Order Number from Brazoria County.

Pricing:

All prices shall be firm and shall not be subject to escalation for the term of this contract except as specifically stated herein.

PAYMENTS TO CONTRACTOR

After final inspection and acceptance by Brazoria County of all work under the Contract, the Contractor shall prepare his invoice for final payment which shall be based upon the careful inspection of each item of work at the applicable unit prices stipulated in the Agreement. The total amount of the final payment due the Contractor under this contract shall be the amount computed as described less all previous payments.

Brazoria County, before paying the final estimate, shall require the Contractor to furnish releases or receipts from all subcontractors having performed any work and all persons having supplied materials, equipment, and services to the Contractor, if Brazoria County deems it necessary in order to protect its interest. Brazoria County may, if it deems such action advisable, make payment in part or in full to the Contractor without requiring the furnishing of such releases or receipts and any payments made shall in no way impair the obligations of any surety or sureties furnished under this Contract.

Any amount due Brazoria County under Liquidated Damages shall be deducted from the current sub cycle invoice.

Withholding Payments

Brazoria County may withhold from any payment due the Contractor whatever is deemed necessary to protect Brazoria County, and if so electing, may also withhold any amounts due from the Contractor to any subcontractors or material dealers, for work performed or material furnished by them.

The foregoing provisions shall be construed solely for the benefit of Brazoria County and will not require Brazoria County to determine or adjust any claims or disputes between the Contractor and his subcontractors or material dealers, or to withhold any moneys for their protection unless Brazoria County elects to do so. The failure or refusal of Brazoria County to withhold any moneys from the Contractor shall in no way impair the obligations of any surety or sureties under any bond or bonds furnished under this Contract.

REPORTING

Awarded vendor may be requested to provide usage reports.

Reports must include, at minimum:

Brazoria County Purchase/Release Order number.

Complete description of the miles mowed or cut.

Cost per mile

ASSIGNMENT – SUB-CONTRACTORS

Contractor (s) shall not sell, assign, transfer or convey those services awarded under contract, in whole or in part, **without the written consent of Brazoria County** and as a condition of such consent, the awarded contractor shall remain liable for completion of the services in the event of default by the successor contractor or assignee.

Conditions for approval of the use of sub-contractors:

The Contractor shall not execute an agreement with any subcontractor or permit any subcontractor to perform any work included in this contract until the Brazoria County Engineering Department has cleared the subcontractors.

Contractors are required to complete the subcontractor pre-approval section on Bidders Statement of Qualifications which is posted to the Purchasing website and shall be submitted to the Brazoria County Engineering Department to pre-approve their subcontractors after they are awarded the contract and prior to the Notice to Proceed is issued.

Subcontractors not approved by Brazoria County shall not be allowed to work.

The Contractor shall be fully responsible to Brazoria County or local government entity for the acts and omissions of his subcontractor(s) and of persons either directly or indirectly employed by them.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work and require compliance by each subcontractor with the applicable provisions to the Contract.

Nothing contained in the contract shall create any contractual relation between any subcontractor and Brazoria County.

Contractors, not its subcontractor, shall submit invoices. Any invoices submitted by a subcontractor will not be paid.

SUPERVISION BY CONTRACTOR

The Contractor shall provide, at his own expense, a competent superintendent, satisfactory to Brazoria County and the Engineering Department, on the job at all times during working hours with full authority to act for him. The Contractor shall provide for the proper coordination and expediting of his work. All work shall be performed and completed in a thorough, workmanlike manner by skilled and experienced workers, and in accordance with the latest proven practices of the trade.

INSPECTIONS AND ACCEPTANCE OF WORK

Brazoria County reserves the right to inspect the work under contract at any time for final acceptance.

START UP TIME

After Notice of Award, awarded Vendor may be given a maximum of fifteen (15) days to become acclimated with County facilities and procedures prior to startup of services and delivery to the County.

TIME AND COMPLETION OF WORK FOR CYCLES

A mowing cycle, which consists of 46 calendar days, may consist of two (2) to four (4) cycles for each twelve month contract term depending on varying weather conditions and contract herbicide spraying. This may include one (1) cycle during the fall months (October – November).

Brazoria County Superintendents for each Service Center shall provide notification to contractor to begin each cycle.

Brazoria County Superintendents reserve the right to suspend mowing work, when areas are too wet to mow without damage to County Right of Ways or weather makes for unsafe working conditions.

Should such time suspension occur, it shall be the determination of the Superintendent to adjust the completion time for the subject cycle.

Should the contractor begin work and time be suspended, he/she shall submit the associated mowing log for that day and the Superintendent determine the need to adjust the completion time of that cycle.

The required minimum mowing rate per calendar day is six (6) miles, regardless of Service Center. This production rate was used to determine the completion time for each cycle AND shall be used to adjust the allowable completion time period, should mowing miles be added or removed from the cycle.

Contractors shall state on the bid offer sheet that they will provide ALL necessary equipment to complete each cycle within the time indicated on the bid offer sheet for each Service Center.

Should the contractor fail to finish the mowing necessary to complete the subject cycle in the calendar days specified, a time charge (as stated in section 14.0) will be made for each calendar day thereafter.

TERMINATION AND DELAYS

Right of the County of Brazoria to Terminate Contract.

In the event that any of the provisions of this contract are violated by the Contractor, or by any of his subcontractors, the County of Brazoria may serve written notice upon the Contractor and the Surety of its intention to terminate the contract.

The notices shall contain the reasons for such intention to terminate the contract, and unless such violation or delay shall cease and satisfactory arrangement of correction be made within ten days, the contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the County of Brazoria shall immediately serve notice thereof upon the Surety and the Contractor. The Surety shall have the right to take over and perform the contract.

Provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of the mailing to such Surety of notice of termination, the County of Brazoria may take over the work and complete the project by bid/contract or by force account at the expense of the Contractor and his Surety shall be liable to the County of Brazoria for any excess cost incurred. In such event the County of Brazoria may take possession of and utilize in completing the work, such materials, appliances, and plant as may be on the site of the work and necessary therefore.

Excusable Delays.

The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due to:

Any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, national defense, or any other national emergency;

Any weather related time extensions requested by the contractor and granted by Brazoria County should be in writing.

Any acts of the County of Brazoria;

Causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, acts of another Contractor in the performance of some other contract with the County of Brazoria, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions.

Provided, however, that the Contractor promptly notifies the County of Brazoria Engineering Department within ten (10) days in writing of the cause of the delay. Upon receipt of such notification, the County of Brazoria shall ascertain the facts and the cause and extent of delay. If, upon the basis of the facts and the terms of this contract, the delay is properly excusable, the County of Brazoria shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

DAMAGE TO PROPERTY

Contractor shall assume full responsibility for any loss of or damage to private and public property by employees or agents of the contractor and will **reimburse** the private or public entity in the event of any loss of or damage to said property. Brazoria County will not be responsible for loss or damage to contractor's property from any cause.

Mailboxes and posts, fencing and fence material shall be replaced with the "like for like" on the same day the damage or loss occurred.

After forty-eight (48) hours from the initial homeowner complaint and damage verification by Brazoria County, if the property has not been replaced, liquidated damages shall be assessed in the following sums:

Mailboxes, posts and related materials – \$10 per day
Fence, fence posts and related materials - \$50 per day

COMPLIANCE WITH CODES

Contractor shall comply with all County, State and Federal Codes, Laws, in force at the time of each award of contract and applicable to such work. Contractor shall obtain, at their own expense, such permits, certificates and licenses as may be required in the performance of the work specified.

STORAGE

Brazoria County does not assume responsibility for any materials, tools and equipment stored on or about the premises. The contractor upon completion of the work shall clear area of all equipment and other material.

TRAFFIC CONTROL AND PROTECTION

The contractor shall provide adequate protection to persons, adjacent property and utilities, and shall avoid interference with such persons, property and facilities. Contractor shall furnish all barricades, warning lights and other safety devices necessary for the safety and protection of the public and shall remove them upon completion of this contract. These safety and protection devices must be in accordance with the Texas Manual on Uniform Traffic Control Devices (TMUTCD).

Contractor shall be required to display a flashing yellow light atop each vehicle when operating under this contract. Signs as specified by the Texas Manual on Uniform Traffic Control Devices (TMUTCD) shall be maintained at an appropriate distance from mowers, and shall bear the legend "Mowers Ahead".

Due to the nature of some roads, the contractor shall provide flaggers in order for traffic control and safety of which will be at no additional charge to the County.

COUNTY ROAD MAPS

County road maps may be obtained on the Brazoria County website at <https://www.brazoriacountytx.gov/departments/engineering/gis/maps>

EQUIPMENT REPLACEMENT

Contractors are required to include in their bid submittal a plan that states their method for replacement of equipment to ensure no loss of service and delays to the County.

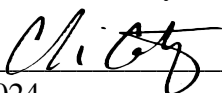
Fleet Mowing Services
Choice Partners COOP# 20/030MR



Yellowstone Landscape
Choice Partners COOP #20/030MR

COOP Pricing					
Service Center	\$/Mile	Miles	Ttl per CYC	CYC	Ext Ttl
South	\$ 335.00	240.89	\$ 80,698.15	4	\$ 322,792.60
Center	\$ 335.00	318.948	\$ 106,847.58	4	\$ 427,390.32
North	\$ 335.00	266.13	\$ 89,153.55	4	\$ 356,614.20
West	\$ 335.00	274.722	\$ 92,031.87	4	\$ 368,127.48
Total			\$ 368,731.15		\$ 1,474,924.60
					\$ 104,129.45

Submitted By: Chris Cathey

Signature: 

Date: 02/20/2024

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